

Beaufort County Board of Commissioners
Agenda for Monday, April 4, 2022
Financial Services Building
136 W 2nd Street, Washington, NC 27889

A) Call to Order – Chairman Waters		5:30 PM
B) Invocation and Pledge		
C) Conflict of Interest Disclosure Statement	3	5:35 PM
D) Approval of Agenda – Chairman Waters		
E) Service Award Presentations – Deloris Creasman, Human Resource Director	4	5:40 PM
F) Public Comments	5	5:45 PM
G) Legislative Updates for Elected Officials	6	5:50 PM
H) Item for Presentation –Beaufort County School		
1. Washington High School Soccer Field State Grant – Matthew Cheeseman, Superintendent	7	6:00 PM
I) Items for Consent		6:10 PM
1. Surplus, Health Department – James Madson, Health Director	8	
2. Health Dept FY 23 Consolidated Agreement – James Madson, Health Director	9	
3. Surplus, DSS – Kelly Smith, Social Services	38	
4. Budget Amendment, DSS – Kelly Smith, DSS	42	
5. Tax Office Refunds – Lloyd Salter, Tax Assessor and Wyn Kinion Tax Collector	44	
6. Surplus, Public Works – Christina Smith, Public Works Director	52	
7. Solid Waste Convenience Site Improvements CPF – Anita Radcliffe, Finance Officer	53	
8. NCHFA 2019 ESFRLP Grant – Anita Radcliffe, Finance Officer	56	
9. Munis HR Resources Management Module Purchase Order	61	
Brian Alligood, County Manager		
10. Minutes Approval – Katie Mosher, Clerk to the Board	78	
J) Items for Decision – Emergency Services		
1. Position Reclassification – Carnie Hedgepeth, Emergency Services Director	209	6:15 PM
K) Items for Decision and Discussion – Public Works		
1. Contract Amendment, Yard Debris Management – West Overman, Public Works	213	6:20 PM
2. Two-Year Cellular Service Contract for Cameras – West Overman, Public Works	216	6:25 PM
3. Solid Waste Ordinance Update – West Overman, Public Works	221	6:30 PM
L) Items for Discussion – Finance Department		
1. Finance Report – Anita Radcliffe, Finance Officer	222	6:35 PM
2. Workers Compensation Deductible – Anita Radcliffe, Finance Officer	223	6:40 PM
M) Items for Decision – Manager’s Office		
1. Modification of EMS Rescue Tax District ER to Include Town of Bath – Brian Alligood, County Manager	225	6:45 PM
2. Request for Special Minimum Rate for Deputy Sheriff Job Classification – Brian Alligood, County Manager	230	6:50 PM
3. Public Beach and Coastal Waterfront Access Grant – Brian Alligood, County Manager	232	6:55 PM
Break		7:00 PM

N) Items for Discussion and Decision – Commissioner Hood Richardson

- | | | |
|--|------------|---------|
| 1. Sheriff's Office Staffing – Commissioner Richardson | 235 | 7:15 PM |
| 2. Ankle Bracelet Program and Criminal/Civil Contact Report – Commissioner Richardson | 236 | 7:20 PM |
| 3. Ethics Policy on County Employees Serving on Boards and Committees
Commissioner Richardson | 237 | 7:25 PM |
| 4. Support Lawsuits Against Illegal Immigrants – Commissioner Richardson | 238 | 7:30 PM |
| 5. Discussion on County Employee Drug Testing – Commissioner Richardson | 239 | 7:35 PM |
| 6. Combating the Drug Epidemic – Commissioner Richardson | 240 | 7:40 PM |

O) Item for Discussion – Commissioner Stan Deatherage

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|--|------------|---------|
| 1. Discussion on Response to Emergency Powers – Commissioner Deatherage | 241 | 7:45 PM |
| 2. Update on Relocation of Illegal Immigrant Information – Commissioner Deatherage | 242 | 7:50 PM |

P) Commissioner Comments **243** 7:55 PM



Beaufort County
Agenda Abstract

Meeting Date: 4/4/2022

Presenter: Katie Mosher, Clerk to the Board

Agenda Title: Conflict of Interest Disclosure Statement

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

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

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

Submitter Recommendations/Motions:

Attachments:



Beaufort County
Agenda Abstract

Meeting Date: 4/4/2022

Agenda Section: Item for Presentation

Presenter: Deloris Creasman, HR Director and Chairman Frankie Waters

Agenda Title: Service Award Presentations

Summary of Information: The following people are being presented service awards for their years of service to Beaufort County.

Melanie Corprew	Social Services	5 Years
Carnie Hedgepeth	Emergency Management	5 Years
William McCutcheon	Emergency Medical Services	5 Years
Josh Piegols	Water Districts	5 Years
Mark Smith	Water Districts	5 Years
Marie Moore	Social Services	15 Years

Submitter Recommendations/Motions: N/A



Beaufort County
Agenda Abstract

Meeting Date: 4/4/2022

Agenda Section: Public Comments

Presenter: Katie Mosher, Clerk to the Board

Agenda Title: Public Comments

Name

Contact Information

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



Beaufort County
Agenda Abstract

Meeting Date: 4/4/2022

Agenda Section: Item for Discussion

Presenter: Katie Mosher, Clerk to the Board

Agenda Title: Legislative Updates for Elected Officials

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

** Mr. William Moore from Congressman Greg Murphy's office has asked to speak during this meeting.

Submitter Recommendations/Motions: N/A



Beaufort County
Agenda Abstract

Meeting Date: 4/4/2022

Agenda Section: Item for Discussion

Presenter: Matthew Cheeseman, BC Superintendant

Agenda Title: Washington HS Soccer Field State Grant

Summary of Information: Dr. Cheeseman will be giving information regarding the state grant the Washington High School has received for the soccer field.

Submitter Recommendations/Motions: N/A

Attachments:



Beaufort County
Agenda Abstract

Meeting Date: 4/4/2022

Agenda Section: Item for Consent

Presenter: James Madson, Public Health

Agenda Title: Health Department Surplus

Summary of Information: The health department is requesting to surplus the following items:

WS1119	HP ProBook 470 G5	5CD75211GB
WS1108	HP ProBook 640G2	5CG62508BK
WS1103	HP Pro One 400	MXL4490R6B
WS1118	HP ProBook 450 G3	5CD8035Z46
WS1100	HP Pro One 400	MXL4490R5X
WS1101	HP Pro One 400	MXL4490R7F
WS1099	Fujitsu Lifebook E734	R5304256
Dell Monitor		CN0N300H641809AF207L
Brother 4100e Fax Machine		U61639L8J890831
RCA TV		J133EH077
VWR Vaccine Refrigerator		9218820

Submitter Recommendations/Motions: Staff recommend the surplus request be approved.

Attachments:



Beaufort County
Agenda Abstract

Meeting Date: 4/4/2022

Agenda Section: Item for Consent

Presenter: James Madson, Public Health

Agenda Title: Health Department FY23 Consolidated Agreement

Summary of Information: FY23 Consolidated Agreement between the North Carolina Department of Health and Human Services, Division of Child and Family Well-Being, the Division of Public Health and Beaufort County Health Department to receive state funding.

Submitter Recommendations/Motions: It is recommended the Board of County Commissioners approve the FY 23 Consolidated Agreement.

Attachments:

1. Health Department FY23 Consolidated Agreement

FY 2023 CONSOLIDATED AGREEMENT

This Consolidated Agreement is made between the **North Carolina Department of Health and Human Services, Division of Child and Family Well-Being** (hereinafter referred to as “**DCFW**”) and **Division of Public Health** (hereinafter referred to as “**DPH**”), (herein DCFW and DPH collectively referred to as “**NCDHHS**”), and the **Beaufort County Health Department** (herein after referred to as “**LHD**”) (herein NCDHHS, NCDPH, and LHD may individually be referred to as a “party” and collectively as the “parties”) for the purposes of maintaining and promoting the advancement of public health in North Carolina. This Consolidated Agreement shall cover a period from June 1, 2022 to May 31, 2023 and shall remain in force until the next Fiscal Year Consolidated Agreement is signed except as provided for in Section X. Provision of Termination.

Now, therefore, NCDHHS and LHD agree that the provisions and clauses herein set forth shall be incorporated in and constitute the terms and conditions applicable for activities involving State funding. (State funding or funds means State, federal, and/or special funding or funds throughout this Consolidated Agreement and any Agreement Addenda.)

I. LHD RESPONSIBILITIES

A. Performance

1. LHD shall perform activities in compliance with applicable program rules contained in the North Carolina Administrative Code (NCAC), as well as all applicable federal and North Carolina laws and regulations.
2. LHD shall perform the activities specified in the Agreement Addenda for State-funded budgets. LHD must negotiate these Agreement Addenda in good faith to the satisfaction of NCDHHS representatives as part of the Agreement execution. LHD will meet or exceed the Agreement Addenda deliverables unless extenuating circumstances prevail and are explained in writing and subsequently approved by the NCDHHS division, section, branch, or program.
3. LHD shall be committed to achieve health equity, promote inclusion of all populations affected by conditions contributing to health disparities (including race or ethnicity, sex, sexual identity, age, disability, socioeconomic status, and geographic location), and ensure all staff, clinical and non-clinical, participate in ongoing training focused on health equity, health disparities, and/or social determinants of health to support individual competencies and organizational capacity to promote health equity. LHD shall administer and enforce all rules that have been adopted by the Commission for Public Health or adopted by the Local Board of Health, Consolidated Human Services Board, or Board of County Commissioners (hereinafter referred to as “LHD governing board”), and laws that have been enacted by the North Carolina General Assembly.
4. LHD shall provide to DPH a copy of any rules adopted, amended, or rescinded by the LHD governing board pursuant to N.C.G.S. § 130A-39 Powers and duties of a local board of health and Public Health Ordinances adopted by the County Commissioners, within 30 days of adoption or rescission. These rules and ordinances are to be sent to the Deputy Director of DPH or designee.
5. LHD shall provide formal training/orientation for its LHD governing and/or advisory board members.
6. LHD shall not require a client to present identification that includes a picture of the client for, at a minimum, immunization, pregnancy prevention, sexually transmitted disease, and communicable disease services.

7. LHD shall provide or assure provision of Care Management for High-Risk Pregnancies (CMHRP) [formerly known as Pregnancy Care Management (OBCM)] and Care Management for At-Risk Children (CMARC) [formerly known as Care Coordination for Children (CC4C)]. These services may be funded by Medicaid, state or federal funding through Agreement Addenda, private funders, or local funds.
 - a. Per the federal Child Abuse Prevention and Treatment Act (CAPTA) requirements, a notification to the county child welfare agency must occur upon identification of an infant as “substance-affected,” as defined by NCDHHS, for the development of a Plan of Safe Care (POSC). The POSC requires that all substance-affected infants be referred by the local Child Welfare Agency to CMARC for care management and care coordination, regardless of insurance coverage.
 - b. Medicaid requires that the LHD has the first right of refusal to provide CMHRP and CMARC services for FY21 – FY23.
 - c. LHD shall use every resource including technical assistance from the regional consultants and State CMHRP and CMARC program leads to resolve issues to prevent care gaps and discontinuation of services.
 - d. In the event that LHD determines it cannot directly provide CMHRP and/or CMARC, LHD shall:
 - 1) Notify DPH and DCFW Directors in writing of LHD’s intention to discontinue the service at least 180 calendar days in advance of discontinuing the provision of CMHRP and/or CMARC;
 - 2) Cooperate with DPH in identifying another local health department that can provide these care management services; and
 - 3) Provide a written plan to the DPH Director outlining the agreed-upon terms for the transition. Deviations from the above process will be handled on a case-by-case basis.
8. LHD shall notify the DPH and DCFW Directors if any of the following occurs:
 - a. There is a legal name change to LHD.
 - b. LHD becomes part of a consolidated human services agency, a district, or a public health authority.
 - c. There is any other governance change.
 - d. LHD is not subject to the NC Human Resources Act.

Notification should be in writing within the next business day and provide a governance organizational chart and any relevant supporting documents reflecting the changes.

9. LHD shall retain financial and program records including electronic records in accordance with the North Carolina Department of Natural and Cultural Resources’ Local Government Schedules records retention policy (<https://archives.ncdcr.gov/government/local>) and in accordance with the retention of those records as described in Section IV. Fiscal Control, Paragraph F. Records resulting from these services shall not be destroyed, purged, or disposed of except in accordance with the records retention policy and in accordance with State and federal law. The State’s 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 Consolidated Agreement or any Agreement Addenda 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.

B. Data/Reporting

1. LHD shall report client, service, encounter, and other data as specified by applicable program rules, Agreement Addenda for State-funded budgets, and by North Carolina Administrative Code. Data shall be reported through North Carolina's centralized reporting system known as the LHD Health Services Analysis (LHD-HSA). To ensure that such data is accurately linked to the specific client served in a manner that results in a unique identifier from the DHHS Common Name Data Service except as allowed by N.C.G.S. § 130A-34.2, LHD shall allow the State to submit (on its behalf) the Social Security Numbers of all clients to the Social Security Administration for verification.
2. LHD shall submit monthly reports of On-Site Wastewater activities to the On-Site Water Protection Branch in the Environmental Health Section of DPH in the format provided by the Environmental Health Section.
3. LHD shall provide access to patient records to authorized staff from DPH and DCFW for technical consultation, program monitoring, and program evaluation, as specified by this Consolidated Agreement, Agreement Addenda for State-funded budgets, North Carolina law, North Carolina Administrative Code, and federal law and regulation.
4. LHD shall report client, service, encounter, and other data as specified by applicable program rules, Agreement Addenda for State-funded budgets, North Carolina General Statutes, the North Carolina Administrative Code, and/or federal law or regulation. Data shall be reported through North Carolina's centralized reporting system, LHD-HSA.
5. LHD shall provide Network and internet access at its facilities (or to the county network where desired) in order to:
 - a. Connect with critical data and surveillance systems including, but not limited to, the North Carolina Health Alert Network (HAN), North Carolina Electronic Disease Surveillance System (NCEDSS), North Carolina Immunization Registry (NCIR), Local Health Department Health Services Analysis (LHD-HSA), North Carolina Crossroads WIC System, North Carolina Database Application for Vital Events (NCDAVE), and Electronic Birth Registration System (EBRS);
 - b. Rapidly communicate email alerts to and from DPH regarding bioterrorism and public health topics (outbreaks, emergency alerts, etc.);
 - c. Access NCDHHS training material and information used for training staff, including access to webinars;
 - d. Maintain a secure infrastructure for remote data entry; and
 - e. Report electronically all required Environmental Health Section inspection data in the format and frequency specified by DPH.
6. LHD may utilize security products (e.g., firewalls) of its choosing to maintain network connectivity and security integrity. The LHD network configuration and security practices must allow communication with systems within the NCDHHS networks.
7. LHD shall be responsible to report all privacy and security breaches that may affect NCDHHS data and surveillance systems to NCDHHS as soon as possible but no later than 24 hours from discovery of the breach by completing a report at <https://security.ncdhhs.gov/>. This may include but is not limited to Ransomware attacks, malicious code execution, or network breaches. LHD's access to NCDHHS data

and surveillance systems may be limited or turned off until proof of remediation is supplied by LHD. LHD shall reimburse NCDHHS or otherwise be held responsible for the costs associated with giving affected persons written notice of a privacy or security incident, as required by any applicable federal or state law, when the privacy or security incident arises out of LHD's performance under this Consolidated Agreement or Agreement Addenda.

C. Assessments and Plans

1. LHD shall provide to the Director of Community Health Assessment, State Center for Health Statistics or designee:
 - a. A comprehensive community health assessment (CHA) at least every four years for each county or health district as follows:
 - 1) The CHA report is due on the first Monday in March following the year of community health assessment.
 - 2) The CHA report shall be submitted as an attachment via the web-based software, Clear Impact Scorecard. The executive summary and community priorities will appear in the note fields.
 - 3) The CHA shall be a collaborative effort with local partners inclusive of hospitals, businesses, community partners, and local community health coalitions, and the CHA report shall identify a list of community health problems based on the assessment.
 - 4) The CHA report shall include primary and secondary data that is collected and analyzed.
 - 5) Secondary data shall be obtained from published statistical tables and reports from the State Center for Health Statistics (SCHS) or other official sources.
 - 6) Primary data needs and methodologies shall be determined once secondary data have been reviewed and gaps in knowledge about the community are identified.
 - 7) After analyzing primary and secondary data, the CHA report shall describe available community resources and resource needs for the identified community health problems.
 - 8) Each identified community health problem shall be prioritized and described in the narrative. The CHA report shall include data analysis of those indicators listed in the Accreditation Self-Assessment Inventory, Benchmark 1, Activity 1.1.
 - b. A Community Health Improvement Plan (CHIP) no later than six months after the completion of the comprehensive community health assessment as follows.
 - 1) The CHIP is due by the first Monday in September following the year of assessment.
 - 2) The CHIP shall be submitted via the web-based software, Clear Impact Scorecard.
 - 3) The CHIP shall address a minimum of two priorities identified in the most recent community health assessment.
 - 4) The CHIP shall be data driven and derived by using results-based accountability to focus on both population and program accountability. Results, indicators, programs, and performance measures must be included.
 - 5) The CHIP shall be aligned with one or more of the Healthy North Carolina 2030 indicators and use best evidence interventions targeting health behaviors, the physical environment, social and economic factors, and/or clinical care.
 - 6) The CHIP shall be aligned with the current N.C. State Health Improvement Plan and consider policy recommendations as a best practice opportunity.

- 7) The CHIP shall be updated at least annually, and LHD must monitor its performance against the CHIP annually.
- 8) Components of the CHIP may persist across CHA-CHIP cycles when:
 - a) the health problem persists and continues to be a priority; and
 - b) new interventions are needed; and/or
 - c) the interventions need to be expanded to a new target population.
- c. A state of the county or district health report (SOTCH) during each interim year between community assessments as follows:
 - 1) The SOTCH is due by the first Monday in March in years when a CHA is not submitted.
 - 2) The SOTCH shall be submitted via the web-based software, Clear Impact Scorecard.
 - 3) The SOTCH shall include:
 - a) progress made on each performance measure in the CHIP;
 - b) morbidity and mortality changes since the last CHA;
 - c) emerging issues since the last CHA; and
 - d) new, paused, and/or discontinued initiatives since the last CHA.
2. LHD shall make a written request for any variances in submission of CHA, CHIP, and SOTCH documents in advance of the required date of submission. Emails may be sent to the Director, Community Health Assessment, State Center for Health Statistics at cha.sotch@dhhs.nc.gov.
3. For LHD accreditation, all instances of Clear Impact Scorecard must be linked to the HNC 2030 Scorecard licensed by the Foundation for Health Leadership & Innovation (FHLI).
4. Refer to guidance: <https://schs.dph.ncdhhs.gov/units/las/cha.htm>.

II. NCDHHS RESPONSIBILITIES

A. Training, Consultation, and Support

1. DCFW and DPH shall provide training to LHD for LHD's response to this Consolidated Agreement and to the Agreement Addenda. Upon request, consultation will be provided by DCFW and/or DPH to LHD.
2. DCFW and/or DPH shall provide coordination and support for the education and training for the public health workforce, including developing training opportunities at the Section/Branch/Program level to achieve health equity, promote inclusion of all populations affected by health disparities (including racial/ethnic minority groups and persons with disabilities), and ensure all staff, clinical and non-clinical, have opportunities for training focused on health equity, health disparities, and/or social determinants of health to support individual competencies and organizational capacity to promote health equity.
3. DCFW and DPH shall provide leadership for liaison activities between NCDHHS and LHD for general problem solving and technical support around areas addressed within this Consolidated Agreement.
4. DPH shall provide high-level consultation, technical assistance, and advice to local health directors and teams via the Local and Community Support (LCS) Section. For more information, contact the DPH Deputy Director/LCS Section Chief. Broad content areas include, but are not limited to:
 - a. Board Relations;
 - b. Management Teams and Staffing;
 - c. Policy Development;

- d. Program Planning and Implementation;
 - e. Quality and Performance Improvement; and
 - f. General Administrative Consultation, including consultation and technical assistance in budgeting, fiscal, administrative and management support topic areas.
5. DCFW and DPH shall provide technical assistance and consultant services, as required, for specific health program areas, including providing guidance and consultation about specific patient clinical issues, when requested. Contact the specific, division, section chief, or branch head.
 6. DPH shall provide course coordination, consultation, and technical assistance on nursing practice and standards, policies and procedures that cross programs via LCS: Local Technical Assistance and Training Branch (LTATB). Contact the Chief Public Health Nurse/Branch Head, LTATB.
 7. DPH shall provide support and consultation to the public health workforce in LHD, through the provision of regional public health consultants who offer technical assistance and training on professional development; program planning, program evaluation and quality assurance and data collection. Contact the Chief Public Health Nurse/Branch Head, LTATB.

B. Performance

1. DCFW and DPH shall act as liaisons between the public health system and the Division of Health Benefits (the State's Medicaid agency) on issues related to Medicaid reimbursed services provided by the State and LHD. DCFW and DPH shall cooperate with the Division of Health Benefits to provide technical assistance, guidance, and consultation to local health programs to ensure compliance with Medicaid policies and procedures.
2. For services of the State Laboratory of Public Health (SLPH), DPH shall:
 - a. Provide free or at-cost mailers that meet the US Postal Service/DOT UN3373 Biologic substance shipping and packaging regulations for samples submitted to the SLPH only, when ordered via the SLPH's web-based mailroom ordering system;
 - b. Ensure qualified personnel to process, analyze, and report test results;
 - c. Ensure that SLPH maintains Clinical Laboratory Improvement Amendments of 1988 (CLIA) certification;
 - d. Submit invoices to LHD via electronic means;
 - e. Collect interest (per N.C.G.S. § 147-86.23 Interest and penalties) and a 10% late fee as appropriate; and
 - f. Provide a qualified Laboratory Director and a Technical Consultant for LHD's laboratories participating in the North Carolina SLPH CLIA Contract Program. Services provided by the oversight of this personnel include training and continuing education, CLIA inspection assistance, proficiency testing and enrollment, competency assessment, and models for laboratory forms, procedures, and policies.
3. DCFW and DPH will provide support and technical assistance for LHD to comply with all applicable laws, regulations, and standards relating to the activities covered in this Consolidated Agreement.
4. DCFW and DPH shall conduct reviews, audits, and program monitoring to determine compliance with the terms of this Consolidated Agreement and its associated Agreement Addenda.

C. Data/Reporting

1. DCFW and DPH shall provide automated data and surveillance systems to collect DCFW and DPH program-related data from client, service, encounter, and other data on behalf of LHD and other public health programs. DCFW and DPH shall provide business and technical support to the users of these systems. DCFW and DPH shall notify LHD as opportunities and/or timelines for improved or emerging technology systems occur. These systems may include, but are not limited to:
 - a. LHD-Health Services Analysis: for automated reporting of clinical service data fields;
 - b. Environmental Health Inspection Data System (EHIDS) (formerly NC BETS) for Food and Lodging inspection and billing data;
 - c. Electronic surveys for gathering statewide data for external funders;
 - d. Aid-to-Counties System for reporting and claiming State funds and any federal funds which are allocated by DPH;
 - e. North Carolina Health Alert Network (HAN);
 - f. North Carolina Electronic Disease Surveillance System (NCEDSS);
 - g. North Carolina Immunization Registry (NCIR);
 - h. Electronic Birth Registration System (EBRS);
 - i. COVID-19 Community Team Outreach (CCTO) Tool;
 - j. COVID-19 Vaccine Management System (CVMS); and
 - k. North Carolina Database Application for Vital Events (NCDAVE) for electronic death registration.

Other automated data and surveillance systems may be added as they are developed; others may be discontinued.

2. DCFW and DPH shall be responsible in its use of data received and reviewed in its various roles as a public health authority, health oversight agency, and business associate. Protected health information (PHI) received by DCFW and DPH in its capacity as a covered entity or business associate shall be protected as required by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (see Attachment B: Business Associate Agreement Addendum to this Consolidated Agreement).

D. Fund Availability and Notification: DCFW and DPH shall provide to LHD the Budgetary Estimates of Funding Allocations no later than February 14 of each year to use in preparation of its local budget proposals per current General Statute unless exceptions are noted in the respective Agreement Addenda.

1. An exception is the Food and Lodging distributions required by N.C.G.S. § 130A-248(d). DPH shall provide the Food and Lodging funding allocation on the Distribution Spreadsheet, which will accompany the Activity 874 Food and Lodging Agreement Addendum.
2. The Food and Lodging Local Health Department Request for Payment Form (DPH EH 2948) will accompany the Agreement Addendum for Activity 874 Food and Lodging and will be provided to LHD no later than March 30 for the State Fiscal Year (SFY) in which payment will be made. DPH shall disperse Food and Lodging funds to LHD upon receipt of the executed Agreement Addendum and the signed, completed, and approved Food and Lodging Local Health LHD Request for Payment Form.
3. DCFW and DPH shall provide a Funding Authorization document to LHD after the receipt of the Certified State Budget.

4. DCFW and DPH shall make funds available to LHD at the beginning of each fiscal year upon receipt of this executed Consolidated Agreement and the executed Agreement Addenda. Funds will be dispersed in accordance with the timely submissions of Expenditure Reports. Payment will be made to LHD according to the NCDHHS Controller's Office Aid-to-Counties Expenditure Control Schedule issued December of each year for the following calendar year.

III. FUNDING STIPULATIONS

A. Use of Funds

1. Funding for this Consolidated Agreement and all Agreement Addenda is subject to the availability of State, federal, and Special Funds for the purpose set forth in this Consolidated Agreement and the Agreement Addenda.
2. During the period of this Consolidated Agreement, LHD shall not use State, federal or Special Project funds received under this Consolidated Agreement or any Agreement Addenda to reduce locally appropriated funds as reflected in the Local Appropriations Budget (see Section IV. Fiscal Control, Paragraph H. Local Appropriations Budget).

B. Compliance

1. To receive funding under this Consolidated Agreement, LHD shall comply with 10A NCAC 46, Section .0200 Standards for Local Health Departments.
2. LHD shall maintain authenticated employee time records to document the actual work activity of each employee on a daily basis. The percentage of time each employee spends in each activity shall be converted to dollars based upon the employee's salary and benefits at least on a monthly basis. The computation shall support the charges for salaries and benefits to all federal and State grants (as required in 2 C.F.R. Part 200) as well as provide the documentation of detailed labor cost per activity for preparation of Medicaid Cost Report.
3. LHD charges/billing. LHD shall:
 - a. Establish one charge per clinical/support service for all payors (including Medicaid) based on its related costs as permitted by N.C.G.S. § 130A-39(g);
 - b. Bill all payors the established charge (with the exception that when billing 340B Drug Pricing Program drugs or devices to Medicaid, all drugs or devices purchased using 340B Program must be billed to Medicaid at the acquisition cost);
 - c. Make every reasonable effort to collect charges for services through public or private third-party payors (except where prohibited by federal regulations or State law) noting, however, that no one shall be refused services solely because of an inability to pay; and
 - d. Review all LHD fees, including environmental health fees, annually with the governing body in accordance with the North Carolina Local Health Department Accreditation Board guidance and local policies.

LHD may accept negotiated or other agreed upon lower amounts (e.g., the Medicaid reimbursement rate) as payment in full.

4. LHD shall comply with the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance"), codified at 2 C.F.R. 200, when utilizing federal grant funds.
 - a. When procuring goods and services with federal grant funds, LHD shall apply the most restrictive rule when following federal, State, and local government procurement requirements.

5. When administering the Women, Infants, and Children's Program (WIC), LHD must adhere to the requirements set forth in Section 361 of the Healthy Hunger-Free Kids Act of 2010, which amended Section 12(b) of the Richard B. Russell National School Lunch Act (NSLA), 42 U.S.C. 1760(b). This Act requires local health departments to support full use of the federal administrative funds provided for the WIC program. The federal administrative funds are specifically excluded from budget restrictions or limitations including, at a minimum, hiring freezes, work furloughs, and travel restrictions.
6. LHD agrees to execute the following consolidated Federal Certifications (Attachment C) as applicable when receiving federal funds and to immediately notify DCFW and DPH if the certifications, as executed, change during the term of the Consolidated Agreement:
 - a. Certification regarding Nondiscrimination;
 - b. Certification regarding Drug-Free Workplace Requirements;
 - c. Certification regarding Environmental Tobacco Smoke;
 - d. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions; and
 - e. Certification regarding Lobbying.
7. Pursuant to the Federal Funding Accountability and Transparency Act (FFATA), LHD is required to submit to DCFW and DPH information that is reportable by DCFW and DPH for all qualified sub-awardees of federal funds. LHD will complete and submit the FFATA Data Reporting Requirement forms provided by DCFW and DPH to determine the eligibility as a sub-awardee for reporting purposes. Information provided by LHD will be used by DCFW and DPH to report subawards (funding authorizations) equal to or greater than \$25,000 from each federal grant.
8. LHD shall maintain an active registration in the federal government's System for Award Management (SAM). The SAM registration must be updated no less often than annually in order to maintain an active status. To update the registration, LHD must log in at the SAM home page, www.sam.gov, and follow the instructions found there.

C. Training Reimbursement

1. Subject to the availability of funds and approval by the Office of the Chief Public Health Nurse/Local Technical Assistance Training Branch, LHD may request reimbursement of expenses for:
 - a. Public Health Registered Nurses participating in *Principles and Practices of Public Health Nursing* course. Reimbursement is \$400 per participant upon successful completion of the course. Reimbursement requests must be submitted by LHD to the Local Technical Assistance and Training Branch within the same fiscal year the course is completed; and/or
 - b. LHD Management/Supervision level staff participating in the *Management and Supervision for Public Health Professionals* course. Reimbursement is \$600 per participant upon successful completion of the course. Reimbursement requests must be submitted by LHD to the Local Technical Assistance and Training Branch within the same fiscal year the course is completed.

The Training Funds Reimbursement Request Form can be found at <https://publichealth.nc.gov/lhd/> under the General Information: Training Reimbursement section. (This form can also be downloaded at <https://publichealth.nc.gov/lhd/docs/Funds-ReimbForm.xlsx>.)

2. Subject to the availability of funds and approval by the Environmental Health Section, LHD may request reimbursement for Centralized Intern Training (CIT) and a one-time mileage allocation. Reimbursement requests must be submitted by LHD to the Environmental Health Section within the

same fiscal year the training is completed. Reimbursement requires successful completion of the course and requests must be submitted by LHD within 60 days course completion. (Reimbursement Request Form DHHS 4125 *Centralized Intern Training Funds Reimbursement Request* is available at <https://ehs.ncpublichealth.com/oet/index.htm>)

- a. For Interns attending CIT sessions, reimbursement amounts are based on the session attended:
 - 1) Food Protection & Facilities Track — \$280
 - 2) On-Site Water Protection Track — \$560
 - 3) Tier 2 General EH Module — \$280
- b. For cross-training Registered Environmental Health Specialists (REHS) attending CIT sessions, reimbursement amounts are based on the session attended:
 - 1) Food, Lodging, & Institutions— \$170
 - 2) Child Care & School Sanitation— \$62
 - 3) On-site Water Protection— \$450
 - 4) Private Drinking Water Wells— \$62
 - 5) Public Swimming Pools— \$62
 - 6) Tattoo— \$62
- c. A one-time mileage allocation per two REHSs from the same county per training session is based on one of the four geographical areas in which they are employed.
 - 1) Area 1 — \$57: Alamance, Caswell, Chatham, Cumberland, Duplin, Durham, Edgecombe, Franklin, Granville, Greene, Guilford, Halifax, Harnett, Hoke, Johnston, Lee, Lenoir, Montgomery, Moore, Nash, Orange, Person, Randolph, Sampson, Vance, Wake, Warren, Wayne, Wilson.
 - 2) Area 2 — \$170: Alexander, Alleghany, Anson, Ashe, Beaufort, Bertie, Bladen, Brunswick, Cabarrus, Camden, Carteret, Catawba, Chowan, Columbus, Craven, Currituck, Dare, Davidson, Davie, Forsyth, Gaston, Gates, Hertford, Hyde, Iredell, Jones, Lincoln, Martin, Mecklenburg, New Hanover, North Hampton, Onslow, Pamlico, Pasquotank, Pender, Perquimans, Pitt, Richmond, Robeson, Rockingham, Rowan, Scotland, Stanly, Stokes, Surry, Tyrrell, Union, Washington, Watauga, Wilkes, Yadkin.
 - 3) Area 3 — \$283: Avery, Buncombe, Burke, Caldwell, Cleveland, Haywood, Henderson, Jackson, Madison, McDowell, Mitchell, Polk, Rutherford, Transylvania, Yancey.
 - 4) Area 4 — \$396: Cherokee, Clay, Graham, Macon, Swain.

D. Purchases

1. Equipment is a type of fixed asset consisting of specific items of property that: (1) is tangible in nature; (2) has a life longer than one year; and (3) has a significant value.
 - a. For Inventory Purposes:
 - 1) Equipment must be accounted for in accordance with guidance published by the Governmental Accounting Standards Board (GASB) for capital assets.
 - 2) All equipment with an acquisition cost of \$500 or more that was purchased with Women, Infants and Children (WIC) Program Funds prior to January 1, 2018 will be inventoried with the Nutrition Services Branch. The Local Agency is responsible for assigning a fixed asset number and applying a fixed asset tag to equipment purchased by the Local Agency, using WIC funds, after January 1, 2018. Within 60 days of the purchase, the Local Agency will provide to the Nutrition Services Branch a written report of the purchase, including a description of the item purchased, serial number, fixed asset tag number, and a copy of the bill of sale.

- b. For Prior Approval Purposes:
 - 1) Unless a more restrictive requirement applies in an Agreement Addendum, all equipment purchased or leased with an acquisition cost exceeding \$2,500, where there is an option to purchase with State/federal funds, the purchase or lease must receive prior written approval from the appropriate Section and Branch within DCFW and DPH. [See Subparagraph 2 below for WIC requirements.] For those purchased with Public Health Preparedness and Response (PHP&R) Branch funds only, any purchase exceeding \$2,500 per invoice shall be treated as a single purchase for prior approval purposes. [For example, on one invoice, the LHD purchases a computer, monitor, and printer totaling more than \$2,500, or purchases six computers at \$500 each.]
 - 2) For WIC, all computer and medical equipment purchased or leased, must receive prior written approval from the Branch regardless of cost. In addition, all other tangible assets (non-computer/medical) with an acquisition cost exceeding \$500 must receive prior approval. Computer accessories, such as keyboards and monitors, do not require approval.
- c. For Accounting Purposes
 - 1) LHD must utilize the depreciation schedule provided by the State for all assets with an acquisition cost of \$5,000 or greater. The accumulated depreciation shall be recorded in the general fixed assets account group.
- 2. Prior approval required for purchases other than equipment:
 - a. For PHP&R Branch funds, purchases for meals and refreshments must receive prior written approval from the PHP&R Branch.
 - b. The use of Women's and Children's Health Medicaid fees for capital improvements requires prior written approval from the Women's and Children's Health Section.
 - c. For other prior approval requirements, see individual Agreement Addenda.

IV. FISCAL CONTROL

- A. LHD shall comply with the Local Government Budget and Fiscal Control Act, North Carolina General Statute Chapter 159, Article 3.
 - 1. LHD shall maintain a purchasing and procurement system in accordance with generally accepted accounting principles and procedures set forth by the Local Government Commission (<https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission>).
- B. LHD shall execute written agreements with all parties who invoice LHD for payment for the provision of services to patients. Exceptions may be permitted in cases where the patient has a preference for a non-contracted provider and that provider verbally agrees to abide by program requirements and to accept program payment as payment in full.
- C. When subcontracting, LHD must meet the following requirements:
 - 1. LHD is not relieved of the duties and responsibilities provided in this Consolidated Agreement and Agreement Addenda.
 - 2. LHD will not enter into a subcontractual financial assistance agreement with any entity on the current North Carolina Office of State Budget and Management (OSBM) "Suspension of Funding" list (SOFL) and shall withhold funds not yet disbursed until the entity has been removed from the SOFL. Updated SOFLs are released weekly and are available on the OSBM website (<https://www.osbm.nc.gov/management/grants>).

3. The subcontractor will agree to abide by the standards contained herein or to provide such information as to allow LHD to comply with these standards.
 4. The subcontractor shall be subject to all conditions of this Consolidated Agreement and of any subsequent Agreement Addenda for which they perform work on behalf of LHD.
 5. The subcontractor will agree to allow DCFW and/or DPH and federal authorized representatives' access to any records pertinent to its role as a subcontractor of LHD.
 6. Upon request, LHD will make available to the DCFW and/or DPH a copy of subcontracts supported with State or federal funds.
- D. LHD must receive prior written approval from the DCFW and/or DPH to subcontract when any of the following conditions exist:
1. LHD proposes to subcontract to a single entity 50 percent or more of the total State and federal funds made available through this Consolidated Agreement;
 2. LHD proposes to subcontract 50 percent or more, or \$50,000, whichever is greater, of the total State and federal funds made available through this Consolidated Agreement or any Agreement Addendum; and/or
 3. LHD proposes to subcontract for any of the services in the Women, Infants and Children (WIC) Program.
- E. LHD shall return by email a signed copy of all public health Funding Authorization documents to the DPH Budget Office.
- F. LHD shall retain a copy of all Funding Authorization documents, the monthly certified electronic printed screen of the Expenditure Reports with any amendments (via the Aid-to-Counties Database), Consolidated Agreement and subsequent Amendments, Agreement Addenda, Agreement Addenda Revisions, and other financial records in accordance with the current Records Disposition Schedule for Local Health Departments issued by the North Carolina Department of Natural and Cultural Resources and located on its website at: <https://archives.ncdcr.gov/government/local-government-agencies/local-health-departments-schedule>.
- G. **Audits/Monitoring:** The county or LHD shall have an annual audit performed in accordance with the Single Audit Act of 1984 (with amendment in 1996) and 2 C.F.R. Part 200. The audit report shall be submitted to the Local Government Commission (LGC) by the County Administration (if single county LHD) or the District Health Department or Public Health Authority (if so organized) within six months following the close of the Agreement. Audit findings referred to the NCDHHS Internal Audit Office by LGC will be investigated and findings verified by the NCDHHS Controller's Office staff with assistance of DPH Program Staff.
- H. **Local Appropriations Budget:**
1. LHD shall prepare and maintain a Local Appropriations Budget (reflecting the plans to use local appropriations or earned fees) for each Agreement Addendum in a manner consistent with

instructions provided in funding-specific budgetary guidance from DCFW and DPH and the specific guidance from the respective programs.

2. LHD shall not reduce county appropriations for maternal and child health services provided by the local health departments because they have received State appropriations for this purpose, pursuant to N.C.G.S. § 130A-4.1.(a) State funds for maternal and child health care/nonsupplanting.
 3. LHD shall budget and expend all income earned by LHD for maternal and child health programs supported in whole or in part from State or federal funds, received from the Department, to further the objectives of the program that generated the income, pursuant to N.C.G.S. § 130A-4.1.(b) State funds for maternal and child health care/nonsupplanting.
 4. LHD shall not reduce county appropriations for health promotion services provided by the local health departments because they have received State appropriations for this purpose, pursuant to N.C.G.S. § 130A-4.2. State funds for health promotion/nonsupplanting.
 5. LHD shall complete the LHD Assurance of County Appropriations Maintenance (Nonsupplanting) (Attachment A) regarding its compliance with these requirements.
- I. **Local Earned Revenues Budgeting and Reporting:** LHD shall observe the following conditions when budgeting and expending Local Earned Revenues:
1. Locally appropriated funds may not be withdrawn due to fee collection greater than projected in the budget or due to new grant funding except during the last two months of the fiscal year to allow the county to manage end of year budget close out.
 2. Earned revenue (officially classified as local funds) must be budgeted and spent in the program that earned it unless otherwise noted in the respective Agreement Addenda.
 - a. Revenue generated by a women's or children's health program may be budgeted and expended in any women's or children's health program, unless a specific Agreement Addendum has a more restrictive requirement.
 3. LHD shall not use personal health program funds to support environmental health programs nor use environmental health program funds to support personal health programs.
 4. Use of program income generated by the expenditure of federal categorical funds will be governed by applicable federal regulations, including, but not limited to, 2 C.F.R. Part 200.
 5. A local account shall be maintained for unexpended earned revenues (i.e., Title XIX fees, private insurance, or private pay [cash]). Accounts shall be maintained in sufficient detail to identify the program source generating the fees.
 6. The amount of Title XIX fees budgeted and expended in FY 2022-2023 must equal or exceed the amount of Title XIX revenues earned during FY 2020-2021. The State will not approve program activity budgets that do not include an amount of Title XIX fees sufficient to meet the requirements of this section. The State may waive this requirement if LHD provides sufficient justification.
- J. **Aid-to-Counties Database and Expenditure Reports:** LHD shall submit a monthly report of actual State, federal, and local required match expenditures to the NCDHHS Controller's Office via the Aid-to-Counties Database (ATC).
1. Specific ATC instructions and training will be provided by LTATB to LHD.

2. LHD shall submit to the NCDHHS Controller's Office a monthly Expenditure Report of the pertinent month's actual expenditures for all programs via ATC. The Office of the Controller's Aid-to-Counties Expenditure Control Schedule, published annually in December for the following calendar year, provides the submission dates for these expenditures. This schedule allows LHD at least seven days to enter the pertinent month's expenditures into ATC. Failure to meet the reporting deadline will result in the exclusion of those expenditures for that month. LHD must submit these monthly Expenditure Reports via ATC consecutively throughout the Consolidated Agreement period.

The health director and the finance officer will approve the monthly Expenditure Report in ATC, and the system will alert the staff in the NCDHHS Controller's Office that expenditures have been approved and certified. The "Certification" verifies that the total State and federal expenditures reported are valid for the pertinent month's actual expenditures. Local required match expenditures are part of the Expenditure Report. Funding is based on an allocation method, not a contract method, and counties receive reimbursement for services provided during one month in the following month.

3. The final Expenditure Report for the SFY, the last service month to be paid in the SFY, will be May services, which are reported and paid in June. (Services provided in June and reported in July will be paid out of the next SFY.)
4. When Agreement Addenda are supported by federal funding or grants that do not coincide with the SFY, care must be taken to be attentive to the service month and payment months for each grant as well as the ending liquidation date for each grant. Expenditures of federal funds must be reported according to the funding period for a grant. For each grant, the Budgetary Estimate document and the Funding Authorization document will have service and payment month dates listed. Failure to report expenditures after the payment period ends may result in non-payment.
5. LHD shall have the opportunity to submit amended expenditure reports in the month following discovery of the error. LHD shall not wait to submit all adjustments with the invoice submitted to the Office of the Controller at the end of May as that will not allow sufficient time for verification of the adjustments before the last payment in the SFY.
 - a. In accordance with Paragraph IV.J.4 above, LHD must keep current on reporting adjustments against federal funds to ensure such adjustments are received in time to be paid within the grant's payment period.
 - b. LHD shall review its prior reimbursement claims against payments monthly.
 - c. Amended expenditure reports must be submitted no later than the next reporting date after the grant period ends in order to be paid unless an exception is approved by the DPH Budget Office.
 - d. Any overpayments identified by either the State or LHD will be adjusted out of the next month's claim for reimbursement by the NCDHHS Controller's Office or by submitting a check to NCDHHS for payment if it is the last month of the fiscal year or the federal grant is closed. There is no provision to carry forward funds from one SFY to another; therefore, any adjustment not included in the June payment (or earlier if the grant period expires during the SFY) shall be paid from local funds.

V. PERSONNEL POLICIES

- A. LHD shall adhere to and fully comply with State and county personnel policies as applicable.
- B. Environmental Health Specialists employed by the LHD shall be delegated authority by the State to administer and enforce State environmental health rules and laws as directed by the State pursuant to

N.C.G.S. § 130A-4 Administration. This delegation shall be done according to 15A NCAC 01O .0101 Scope of Delegated Authority.

1. LHD is responsible for sending their newly employed environmental health specialists (interns) to centralized intern training within 180 days from date of employment.
2. Arrangements for centralized intern training for newly employed environmental health specialists will be handled by the DPH Education and Training Staff.
3. LHD, when contracting with an environmental health specialist (EHS) employed by another entity, shall be responsible for ensuring that all original documents/public records (e.g., permits, inspection reports, correspondence) generated by the contracted EHS be maintained by LHD. All contracts covering this work shall stipulate that the contracted EHS shall be available for consultation with the public concerning work performed under the contract.

C. LHD shall comply with 10A NCAC 46 .0301 Minimum Standard Health Department: Staffing.

D. LHD shall complete the State Certifications (Attachment D) regarding its compliance with E-Verify, its eligibility status as a contractor, and that its officers have not violated any State or federal Securities Acts.

VI. CONFIDENTIALITY

- A. LHD shall protect the confidentiality of all information, data, instruments, documents, studies, or reports received under this Consolidated Agreement and/or Agreement Addenda in accordance with the standards of the NCDHHS privacy and security policies, applicable local laws, State regulations, and federal regulations including: the Privacy Rule at 45 C.F.R. Part 160 and subparts A and E of Part 164, Security Standards at 45 C.F.R. Parts 160, 162, and subparts A and C of Part 164 (“the Security Rule”), and the applicable provisions of the Health Information Technology for Economic and Clinical Health Act (HITECH).
- B. All information obtained by LHD personnel in connection with the provision of services or other activity under this Consolidated Agreement and/or Agreement Addenda shall be confidential, except as may be required or allowed by law or otherwise permitted by this Consolidated Agreement and/or Agreement Addenda. Information may be disclosed in accordance with North Carolina and federal law, which may include in summary, statistical, or other form that does not directly or indirectly identify particular individuals. Otherwise, information shall not be disclosed or made available to any individual or organization without the prior written consent of the client or responsible person, except as may be required or allowed by law or otherwise permitted by this Consolidated Agreement and/or Agreement Addenda.
- C. LHD employees, contractors, volunteers, students, and those acting on LHD’s behalf and authority must sign confidentiality agreements documenting the knowledge of, and the agreement to maintain personal and medical confidentiality.

VII. CIVIL RIGHTS

- A. LHD shall assure that no person, on the grounds of race, color, age, religion, sex, marital status, immigration status, national origin, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity covered by this Consolidated Agreement and/or Agreement Addenda.
- B. The Americans with Disabilities Act of 1990 (ADA) makes it unlawful to discriminate in employment against a qualified individual with a disability and outlaws discrimination against individuals with

disabilities in State and local government services and public accommodations. LHD certifies that it and its principals and subcontractors will comply with regulations in ADA Title I (Employment), Title II (Public Services), and Title III (Public Accommodations) in fulfilling the obligations under this Consolidated Agreement and Agreement Addenda.

- C. As required by Title VI of the Civil Rights Act of 1964, LHD, because it receives federal funds, must provide interpreter services at no charge to Limited English Proficiency clients in all programs and services offered by LHD.

VIII. DISBURSEMENT OF FUNDS

- A. DCFW and/or DPH, as applicable, shall disburse funds to LHD on a monthly basis; monthly disbursements for each program Activity will be based on monthly expenditures reported.
- B. Total payment by program Activity is limited to the total amount listed on the Funding Authorization document and any Funding Authorization revision documents received after the initial notification.
- C. Final payments for the State Fiscal Year will be made based on the final monthly Expenditure Report, which is due as delineated per the Controller's Office's Aid-to-Counties Payment Schedule.

IX. AMENDMENT OF AGREEMENT

Amendments, modifications, or waivers of this Consolidated Agreement may be made at any time by mutual written consent of all parties, signed by appropriate representatives of the parties. This Consolidated Agreement may not be amended orally or by performance.

X. PROVISION OF TERMINATION

- A. Any party may terminate this Consolidated Agreement or any Agreement Addenda for reasons other than non-compliance upon 60 days written notice from the terminating party to the other parties. If termination occurs, LHD shall receive payment only for allowable expenditures, up to and including the date of termination. Termination for reasons of non-compliance shall be handled in accordance with Section XI.
- B. In the event of termination of this Consolidated Agreement or any associated Agreement Addenda, DCFW and/or DPH may withhold payment to LHD until it can be determined whether LHD is entitled to further payment or whether DCFW and/or DPH is entitled to a refund.

XI. COMPLIANCE

- A. DCFW and/or DPH shall respond to non-compliance with all terms of this Consolidated Agreement or any Agreement Addenda as follows:
 - 1. Upon determination of non-compliance, DCFW and/or DPH shall give LHD 60 days prior written notice to come into compliance. If the deficiency is corrected, LHD shall submit a written report to DCFW and/or DPH that sets forth the corrective action taken.
 - 2. If the stated deficiency is not corrected to the satisfaction of DCFW and/or DPH after the 60-day period, disbursement of funds for the particular activity may be temporarily suspended pending negotiation of a plan of corrective action.
 - 3. If the deficiency is not corrected to the satisfaction of DCFW and/or DPH within 90 days of the written notice in Section XI.A.1, program funds may be permanently suspended until LHD can provide evidence that the deficiency has been corrected.

4. In the event of LHD's non-compliance with clauses of this Consolidated Agreement or Agreement Addenda, NCDHHS may cancel, terminate, or suspend this Consolidated Agreement and any Agreement Addenda in whole or in part, and LHD may be declared ineligible for further DCFW and/or DPH contracts or agreements. Such terminations for non-compliance shall not occur until the provisions of Section XI.A.1 through XI.A.3 have been followed and documented and have failed to correct the deficiency.

- B. Monitoring – "Uniform Guidance" or "Omni-Circular" 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F Audit Requirements requires that pass-through entities monitor the activities of its subcontractors as necessary to ensure that federal awards are used for authorized purposes in compliance with laws, regulations, and the provision of contracts or grant agreements and that performance goals are achieved.

North Carolina establishes related monitoring requirements for State funds received by subrecipients in N.C.G.S. § 143C-6-23 State grant funds: administration; oversight and reporting requirements. Also, DCFW and DPH must perform monitoring as required in the NCDHHS Policy and Procedure Manual entitled *Monitoring of Programs*, dated August 1, 2002, and its DPH Subrecipient Monitoring Plan, dated October 2016.

Additionally, LHD is required under 2 C.F.R., Part 200 Subpart F, N.C.G.S. § 143C-6-23, and N.C.G.S. § 159-34 Annual independent audit; rules and regulations, to perform monitoring of its subrecipients and to maintain records to support such monitoring activities and results. Accordingly, LHD shall participate fully in monitoring by DCFW and DPH and shall appropriately monitor its subrecipients to the extent necessary based on the assessed level of risk.

In witness whereof, **LHD, Division of Child and Family Well-Being**, and **Division of Public Health** have executed this Consolidated Agreement.

Beaufort County Health Department

**North Carolina Department of
Health and Human Services,
Division of Public Health**

Health or Human Services Director Date

Division Director Date

Finance Officer Date

**North Carolina Department of Health and
Human Services, Division of Child and
Family Well-Being**

County Official Date
(when locally required)

Division Director Date

ATTACHMENT A
LHD Assurance of County Appropriations Maintenance (Nonsupplanting)

The LHD assures compliance with the following North Carolina General Statutes:

§ 130A-4.1. State funds for maternal and child health care/nonsupplanting.

- (a) The Department shall ensure that local health departments do not reduce county appropriations for maternal and child health services provided by the local health departments because they have received State appropriations for this purpose.
- (b) All income earned by local health departments for maternal and child health programs supported in whole or in part from State or federal funds, received from the Department, shall be budgeted and expended by local health departments to further the objectives of the program that generated the income. (1991, c. 689, s. 170; 1997-443, s. 11A.57.)

§ 130A-4.2. State funds for health promotion/nonsupplanting.

The Department shall ensure that local health departments do not reduce county appropriations for health promotion services provided by the local health departments because they have received State appropriations for this purpose. (1991, c. 689, s. 171; 1997-443, s. 11A.58.)

Acting officially in an authorized capacity on behalf of the LHD and with an understanding of the LHD's responsibilities under this Assurance, I assure the nonsupplantation of county appropriations as specified above.

All information provided with this Assurance is up-to-date and accurate. I am aware that false statements could be cause for invalidating this Assurance and may lead to other administrative or legal action.

Beaufort County Health Department

Health or Human Services Director

Date

Finance Officer

Date

County Official

Date

(Attachment A to the Consolidated Agreement requires the County Official signature if it was included on the Consolidated Agreement.)

ATTACHMENT B**BUSINESS ASSOCIATE AGREEMENT ADDENDUM TO THE CONSOLIDATED AGREEMENT**

This Business Associate Agreement (the “Agreement”) is made effective June 1, 2022, by and between **Beaufort County Health Department** (“Covered Entity”) and the **North Carolina Department of Health and Human Services, Division of Public Health** and the **North Carolina Department of Health and Human Services, Division of Child and Family Well-Being** (collectively, the “Business Associate”), (the Covered Entity and the Business Associate collectively, the “Parties”).

1. BACKGROUND

- a. Covered Entity and Business Associate are parties to the “FY 2023 Consolidated Agreement” (the “Consolidated Agreement”), whereby Business Associate agrees to perform certain services for or on behalf of Covered Entity.
- b. Covered Entity is an LHD in the State of North Carolina that has been designated in whole or in part by as a “covered entity” for purposes of the HIPAA Privacy Rule.
- c. The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is or may be a “business associate” within the meaning of the HIPAA Privacy Rule.
- d. The Parties enter into this Business Associate Agreement Addendum to the Consolidated Agreement with the intention of complying with the HIPAA Privacy Rule provision that a covered entity may disclose protected health information to a business associate and may allow a business associate to create or receive protected health information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.

2. DEFINITIONS

Unless some other meaning is clearly indicated by the context, the following terms shall have the following meaning in this Agreement:

- a. “Electronic Protected Health Information” shall have the same meaning as the term “electronic protected health information” in 45 C.F.R. § 160.103.
- b. “HIPAA” means the Administrative Simplification Provisions, Sections 261 through 264, of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as modified and amended by the Health Information Technology for Economic and Clinical Health (“HITECH”) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, Public Law 111-5.
- c. “Individual” shall have the same meaning as the term “individual” in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- d. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and applicable parts of Part 164.
- e. “Protected Health Information” shall have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- f. “Required By Law” shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.
- g. “Secretary” shall mean the Secretary of the United States Department of Health and Human Services or the person to whom the authority involved has been delegated.
- h. Unless otherwise defined in this Agreement, terms used herein shall have the same meaning as those terms have in the Privacy Rule.

3. OBLIGATIONS OF BUSINESS ASSOCIATE

- a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.

- b. Business Associate agrees to use appropriate safeguards and comply, where applicable, with subpart C of 45 C.F.R. Part 164 with respect to electronic protected health information, to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- d. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware, including breaches of unsecured protected health information as required by 45 C.F.R. § 164.410.
- e. Business Associate agrees, in accordance with 45 C.F.R. § 164.502(e)(1) and § 164.308(b)(2), to ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such information.
- f. Business Associate agrees to make available protected health information as necessary to satisfy Covered Entity's obligations in accordance with 45 C.F.R. § 164.524.
- g. Business Associate agrees to make available Protected Health Information for amendment and incorporate any amendment(s) to Protected Health Information in accordance with 45 C.F.R. § 164.526.
- h. Unless otherwise prohibited by law, Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from or created or received by Business Associate on behalf of, Covered Entity available to the Secretary for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- i. Business Associate agrees to make available the information required to provide an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

4. PERMITTED USES AND DISCLOSURES

- a. Except as otherwise limited in this Agreement or by other applicable law or agreement, if the Consolidated Agreement permits, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Consolidated Agreement, provided that such use or disclosure:
 - 1) would not violate the Privacy Rule if done by Covered Entity; or
 - 2) would not violate the minimum necessary policies and procedures of the Covered Entity.
- b. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Consolidated Agreement permits, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that:
 - 1) the disclosures are Required By Law; or
 - 2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- c. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Consolidated Agreement permits, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- d. Notwithstanding the foregoing provisions, Business Associate may not use or disclose Protected Health Information if the use or disclosure would violate any term of the Consolidated Agreement or other applicable law or agreements.

5. TERM AND TERMINATION

- a. **Term.** This Agreement shall be effective as of the effective date stated above and shall terminate when the Consolidated Agreement terminates.
- b. **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:
 - 1) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement and services provided by Business Associate, to the extent permissible by law, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
 - 2) Immediately terminate this Agreement and services provided by Business Associate, to the extent permissible by law; or
 - 3) If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy Rule.
- c. **Effect of Termination.**
 - 1) Except as provided in paragraph (2) of this section or in the Consolidated Agreement or by other applicable law or agreements, upon termination of this Agreement and services provided by Business Associate, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
 - 2) In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

6. GENERAL TERMS AND CONDITIONS

- a. This Agreement amends and is part of the Consolidated Agreement.
- b. Except as provided in this Agreement, all terms and conditions of the Consolidated Agreement shall remain in force and shall apply to this Agreement as if set forth fully herein.
- c. In the event of a conflict in terms between this Agreement and the Consolidated Agreement, the interpretation that is in accordance with the Privacy Rule shall prevail. In the event that a conflict then remains, the Consolidated Agreement terms shall prevail so long as they are in accordance with the Privacy Rule.
- d. A breach of this Agreement by Business Associate shall be considered sufficient basis for Covered Entity to terminate the Consolidated Agreement for cause.

Beaufort County Health Department

 Health or Human Services Director

 Date

 North Carolina Department of Health and Human Services,
 Division of Public Health

 North Carolina Department of Health and Human Services
 Division of Child and Family Well-Being

 Division Director

 Date

 Division Director

 Date

ATTACHMENT C FEDERAL CERTIFICATIONS

The undersigned states that:

1. He or she is the duly authorized representative of the Contractor named below;
2. He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:
 - a. The Certification Regarding Nondiscrimination;
 - b. The Certification Regarding Drug-Free Workplace Requirements;
 - c. The Certification Regarding Environmental Tobacco Smoke;
 - d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary--Exclusion Lower Tier Covered Transactions; and
 - e. The Certification Regarding Lobbying;
3. He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;
4. [Check the applicable statement]

☐ He or she **has completed** the attached **Disclosure of Lobbying Activities** because the Contractor **has made, or has an agreement to make**, a payment to a lobbying entity 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 a covered federal action;

OR

☐ He or she **has not completed** the attached **Disclosure of Lobbying Activities** because the Contractor **has not made, and has no agreement to make**, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.
5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

 Signature

 Title

Beaufort County Health Department

 Contractor [Organization] Legal Name

 Date

[This Certification must be signed by a representative of the Contractor who is authorized to sign contracts.]

I. Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

II. Certification Regarding Drug-Free Workplace Requirements

1. **The Contractor certifies** that it will provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Contractor's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 - e. **Notifying the LHD within ten days after receiving notice under subparagraph (d)(2) from an employee or** otherwise receiving actual notice of such conviction;
 - f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 - (1) taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

Street Address No. 1: _____

City, State, Zip Code: _____

Street Address No. 2: _____

City, State, Zip Code: _____
3. Contractor will inform the LHD of any additional sites for performance of work under this agreement.
4. False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

III. Certification Regarding Environmental Tobacco Smoke

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if

the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor certifies that it will comply with the requirements of the Act. The Contractor further agrees that it will require the language of this certification be included in any subawards that contain provisions for children's services and that all subgrantees shall certify accordingly.

IV. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

Instructions

[The phrase "prospective lower tier participant" means the Contractor.]

1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the LHD or agency with which this transaction originate may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 C.F.R. Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the LHD or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the LHD or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification

- a. **The prospective lower tier participant certifies**, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

V. Certification Regarding Lobbying

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any 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, 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 Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of \$100,000.00 or more and that all subrecipients shall certify and disclose accordingly.
4. 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 \$10,000.00 and not more than \$100,000.00 for each such failure.

VI. Disclosure of Lobbying Activities

Instructions

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Disclosure of Lobbying Activities
(Approved by OMB 0348-0046)

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. Bid/offer/application ☐ b. Initial Award ☐ c. Post-Award	3. Report Type: ☐ a. initial filing ☐ b. material change For Material Change Only: Year _____ Quarter _____ Date of Last Report: _____
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, (if known) Congressional District (if known) _____		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District (if known) _____
6. Federal Department/Agency: _____	7. Federal Program Name/Description: CFDA Number (if applicable) _____	
8. Federal Action Number (if known) _____	9. Award Amount (if known) : \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> <i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i>	b. Individuals Performing Services <i>(including address if different from No. 10a.) (last name, first name, MI):</i> <i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i>	
11. Amount of Payment (check all that apply): \$ _____ ☐ actual ☐ planned	13. Type of Payment (check all that apply): ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other; specify: _____	
12. Form of Payment (check all that apply): ☐ a. cash ☐ b. In-kind; specify: Nature _____ Value _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11(attach Continuation Sheet(s) SF-LLL-A, if necessary): _____		
15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No		
16. Information requested through this form is authorized by title 31 U. S. C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U. S. C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: _____ Print Name: _____ Title: _____ Telephone No: _____ Date: _____
Federal Use Only		Authorized for Local Reproduction Standard Form - LLL

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D. C. 20503

ATTACHMENT D STATE CERTIFICATIONS

Contractor Certifications Required by North Carolina Law

Instructions: The person who signs this document should read the text of the statutes and Executive Order listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes and of the Executive Order can be found online at:

- Article 2 of Chapter 64: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf
- G.S. 133-32: <http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.pl?statute=133-32>
- Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): <http://www.ethicscommission.nc.gov/library/pdfs/Laws/EO24.pdf>
- G.S. 105-164.8(b): http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf
- G.S. 143-48.5: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-48.5.html
- G.S. 143-59.1: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf
- G.S. 143-59.2: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf
- G.S. 143-133.3: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-133.3.html
- G.S. 143B-139.6C: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-139.6C.pdf

Certifications

- (1) **Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009)**, the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.
- (2) **Pursuant to G.S. 143-48.5 and G.S. 143-133.3**, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov
- (3) **Pursuant to G.S. 143-59.1(b)**, the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
 - (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); **and**
 - (b) [check **one** of the following boxes]
 - ☐ Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; **or**
 - ☐ The Contractor or one of its affiliates **has** incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 **but** the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
- (4) **Pursuant to G.S. 143-59.2(b)**, the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (5) **Pursuant to G.S. 143B-139.6C**, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.
- (6) The undersigned hereby certifies further that:
 - (a) He or she is a duly authorized representative of the Contractor named below;
 - (b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
 - (c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

Contractor's
Name:

Beaufort County Health Department

Contractor's

Authorized Agent: Signature _____

Date _____

Printed Name _____

Title _____

Witness:

Signature _____

Date _____

Printed Name _____

Title _____

The witness should be present when the Contractor's Authorized Agent signs this certification and should sign and date this document immediately thereafter.



Beaufort County
Agenda Abstract

Meeting Date: 4/4/2022

Agenda Section: Item for Consent

Presenter: Kelly Smith, Social Services

Agenda Title: IT Surplus

Summary of Information: The Board of Social Services voted at its February 21, 2022, meeting to recommend the surplus of the attached list of IT items. These items have reached the end of useful life. These items have been reviewed by other county offices.

Submitter Recommendations/Motions: Staff recommends approval of surplus.

Attachments:

1. IT Surplus List

Monitors



(9) – HP LE 1911 Serial Numbers - CNC142QDL2, CNC142QDL8, CNC142QDK6, CNC142QDKR, CNC142QCQ0, CNC142QDKT, CNC142QDKW, CNC142QDKN, and CNC142QDLL
Warranty has expired and end of useful life.



(9) - HP LA1951g – Serial Numbers - 3CQ23217J2, 3CQ23303QS, 3CQ2332CR7, 3CQ2332CRJ, 3CQ2330359, 3CQ2332CKW, 3CQ2332CRC, 3CQ23303QY, 3CQ23303FC
Warranty expired and End of useful Life.

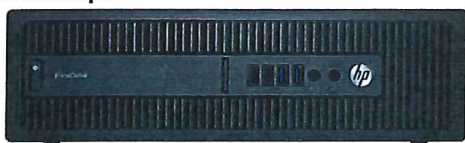


(3) HP LP2465 - CNK81817Z5, CNK818186M and CNK8180CMH
Warranty Expired and end of useful life.



(6) HP L1170 – Serial Numbers - CNC824QK6G, 3CQ8194M89, CNC824QK6H, CNC824QJSC, 3CQ8194M8Y, CNK7200PVQ Warranty Expired and end of useful life.

Desktops



(5) HP Elitedesk 800 G2 – Serial Number 2UA6111HND, 2UA6111HSX, 2UA6111HS7, 2UA6111HS9, 2UA6111HSM, and 2UA6111HN. No RAM or Hard disk. Warranty expired and product is at end of useful life.



(19) HP Elitedesk 800 G1 Serial Numbers MXL60223P5, MXL41616CK, MXL41616BX, MXL4161GLC, MXL41616BM, MXL41616C7, MXL41616C2, MXL4161GKS, 2UA5281PPH, 2UA5281PP6, 2UA5281PNY, 2UA6111HRZ, 2UA4032PYJ, 2UA4032PYX, 2UA5281PKY, 2UA5281PNZ, 2UA5281PN2, 2UA5281PKR, 2UA5281PPD (End of useful Life, warranty has expired) (11 – 75/25 NCFast from 2014)



Box of assorted USB Mice mainly Targus and Lenovo – (26) – end of useful life



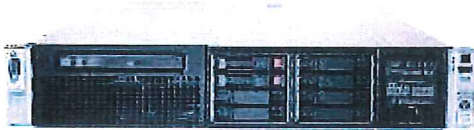
Keyboards assorted USB Keyboards (25) – end of useful life



Ethernet Cables (28)



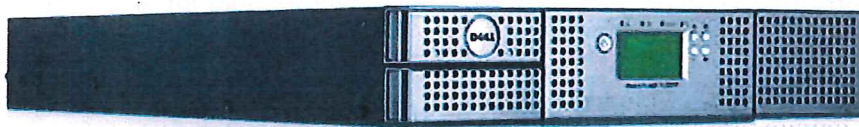
Box of power cables (15)



(2) HP Proliant DL380p Gen 8 – Serial Number 2M244100LS and 2M244100LR
(No RAM or Hard Drives included) – End of usable life



HP Proliant DL380 Gen 5 – Serial Number USE943NDRR
(No RAM or Hard Drives included) – End of usable life



Dell PowerVault TL2000 – Service Tag JQSRJL1
(No Tapes Included) – Warranty expired and End of useful life.



Beaufort County
Agenda Abstract

Meeting Date: 4/4/2022

Agenda Section: Item for Consent
Presenter: Kelly Smith, Social Services
Agenda Title: Budget Amendment

Summary of Information: The Foster Care State General Assistance line (105441.539600) is expected to be overspent mainly due to an increase in the number of foster children in DSS custody that require transportation to their school of origin after being placed outside of their home school district. The Every Student Succeeds Act ensures that child welfare agencies and school systems work together to determine whether or not it is in the best interest of the foster child to remain in his/her school of origin. In our agreement with Beaufort County Schools, the school system is responsible for half of the transportation cost and DSS is responsible for the remaining half. The County Share of Assistance line (105421.560000) is not expected to be expended due to caseload turnover for Special Assistance and a decreased number of adults in facilities due to COVID.

This is a reallocation only with no additional county funds required.

Submitter Recommendations/Motions: Staff recommends approval of the budget amendment.

Attachments:

Beaufort County Finance

Budget Amendment Request

Department: Social Services

Date of Request: April 4, 2022

FY Budget: 2022

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
105421.560000	Co. Share Special Assistance		\$40,000
105441.539600	Foster Care General Assistance	\$40,000	

Department Justification: The Foster Care State General Assistance line (105441.539600) is expected to be overspent mainly due to an increase in the number of foster children in DSS custody that require transportation to their school of origin after being placed outside of their home school district. The Every Student Succeeds Act ensures that child welfare agencies and school systems work together to determine whether or not it is in the best interest of the foster child to remain in his/her school of origin. In our agreement with Beaufort County Schools, the school system is responsible for half of the transportation cost and DSS is responsible for the remaining half. The County Share of Assistance line (105421.560000) is not expected to be expended due to caseload turnover for Special Assistance and a decreased number of adults in facilities due to COVID.

This is a reallocation only with no additional county funds required.

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	<i>Melanie Coryew</i>	3/24/22
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. _____	



Beaufort County
Agenda Abstract

Meeting Date: 4/4/2022

Agenda Topic: Items for Consent

Presenter: Salter Lloyd, Tax Assessor and Wyn Kinion, Tax Collector

Agenda Title: Tax Office Refunds Over \$100

Summary of Information: Attached are the refunds for approval that are over \$100.00.

Submitter Recommendations/Motions: Staff recommends approving the attached refunds over \$100 from the tax office.

Attachments:

1. 406 A refund report
2. NCVTS March pending refund report
3. NCVTS February remaining refunds

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	Ref	Refund Amount
875198	ANTHONY BISHOP	219 COLLEGE AVE WASHINGTON,NC 27889	Refund on Bill # 0009534849-2020- 2020-0000-00	DPCADJ	2/22/2022 7:00:09 PM		168.96
875199	ANTHONY BISHOP	219 COLLEGE AVE WASHINGTON,NC 27889	Refund on Bill # 0009534849-2021- 2021-0000-00	DPCADJ	2/22/2022 7:00:09 PM		137.88
Total							306.84



North Carolina Vehicle Tax System

NCVTS Pending Refund report

Report Date 3/25/2022 3:05:30 PM

Payee Name	Primary Owner	Secondary Owner	Refund Type	Refund Description	Refund Reason	Create Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
CODY L CORDON TRUCKING LLC	CODY L CORDON TRUCKING LLC		Proration	Refund Generated due to proration on Bill #0059240691-2021-2021-0000-00	Vehicle Sold	03/18/2022	G01	Tax	(\$243.68)	\$0.00	(\$243.68)
							F63	Tax	(\$15.99)	\$0.00	(\$15.99)
							ER	Tax	(\$19.50)	\$0.00	(\$19.50)
										Refund	\$279.17
CODY L CORDON TRUCKING LLC	CODY L CORDON TRUCKING LLC		Proration	Refund Generated due to proration on Bill #0065079773-2021-2021-0000-00	Vehicle Sold	03/18/2022	G01	Tax	(\$301.13)	\$0.00	(\$301.13)
							C01	Tax	(\$255.35)	\$0.00	(\$255.35)
							C01	Vehicle Fee	(\$5.00)	\$0.00	(\$5.00)
										Refund	\$561.48
CORDON, NICHOLAS RYAN	CORDON, NICHOLAS RYAN		Proration	Refund Generated due to proration on Bill #0058906757-2021-2021-0000-00	Vehicle Sold	03/21/2022	G01	Tax	(\$762.55)	\$0.00	(\$762.55)
							F63	Tax	(\$50.02)	\$0.00	(\$50.02)
							ER	Tax	(\$61.01)	\$0.00	(\$61.01)
										Refund	\$873.58
DIXON, JOE WHEELER	DIXON, JOE WHEELER	DIXON, KIM EMBLETON	Proration	Refund Generated due to proration on Bill #0064233484-2021-2021-0000-00	Vehicle Sold	03/22/2022	G01	Tax	(\$91.31)	\$0.00	(\$91.31)
							F63	Tax	(\$5.99)	\$0.00	(\$5.99)
							E05	Tax	(\$5.11)	\$0.00	(\$5.11)
										Refund	\$102.41
DONALDSON, NICOLE MARIE	DONALDSON, NICOLE MARIE	DONALDSON, JASON CARTER	Proration	Refund Generated due to proration on Bill #0055711537-2021-2021-0000-00	Reg . Out of state	03/23/2022	G01	Tax	(\$129.96)	\$0.00	(\$129.96)
							C01	Tax	(\$110.21)	\$0.00	(\$110.21)
							C01	Vehicle Fee	\$0.00	\$0.00	\$0.00
										Refund	\$240.17
HEDRICK, GEORGE EDWIN JR	HEDRICK, GEORGE EDWIN JR	FANTON, LINDA CHRISTINE	Proration	Refund Generated due to proration on Bill #0060955698-2020-2020-0000-00	Vehicle Sold	03/04/2022	G01	Tax	(\$405.38)	\$0.00	(\$405.38)
							F63	Tax	(\$26.17)	\$0.00	(\$26.17)
							E05	Tax	(\$22.34)	\$0.00	(\$22.34)
										Refund	\$453.89
ISOVITSCH, GEORGE EDWARD	ISOVITSCH, GEORGE EDWARD	ISOVITSCH, BONNIE SUE	Proration	Refund Generated due to proration on Bill #0045831289-2021-2021-0000-00	Vehicle Sold	03/07/2022	G01	Tax	(\$166.34)	\$0.00	(\$166.34)
							F60	Tax	(\$11.44)	\$0.00	(\$11.44)
							E12	Tax	(\$13.31)	\$0.00	(\$13.31)
										Refund	\$191.09



North Carolina Vehicle Tax System

NCVTS Pending Refund report

Report Date 3/25/2022 3:05:30 PM

RUBY PAUL MOORE ESTATE	MOORE, RUBY PAUL		Proration	Refund Generated due to proration on Bill #0061822354-2021-2021-0000-00	Vehicle Sold	03/01/2022	G01	Tax	(\$128.13)	\$0.00	(\$128.13)
							C01	Tax	(\$108.65)	\$0.00	(\$108.65)
							C01	Vehicle Fee	\$0.00	\$0.00	\$0.00
							Refund				\$236.78
SHERRILL, JOHN CHARLES JR	SHERRILL, JOHN CHARLES JR	SHERRILL, CANDACE AUSTIN	Proration	Refund Generated due to proration on Bill #0050462918-2021-2021-0000-00	Vehicle Totalled	03/14/2022	G01	Tax	(\$201.43)	\$0.00	(\$201.43)
							F60	Tax	(\$13.86)	\$0.00	(\$13.86)
							E12	Tax	(\$16.11)	\$0.00	(\$16.11)
							Refund				\$231.40
TAFT, TAMESHA NICOLE	TAFT, TAMESHA NICOLE		Proration	Refund Generated due to proration on Bill #0061101356-2020-2020-0000-00	Vehicle Totalled	03/04/2022	G01	Tax	(\$65.02)	\$0.00	(\$65.02)
							C01	Tax	(\$54.27)	\$0.00	(\$54.27)
							C01	Vehicle Fee	\$0.00	\$0.00	\$0.00
							Refund				\$119.29
TIDELAND EMC	TIDELAND EMC		Adjustment >= \$100	Refund Generated due to adjustment on Bill #0059171052-2021-2021-0000-00	Exempt Property	03/03/2022	G01	Tax	(\$305.65)	\$0.00	(\$305.65)
							C04	Tax	(\$78.25)	\$0.00	(\$78.25)
							RES08	Tax	(\$24.45)	\$0.00	(\$24.45)
							Refund				\$408.35
TIDELAND EMC	TIDELAND EMC		Adjustment >= \$100	Refund Generated due to adjustment on Bill #0059171222-2021-2021-0000-00	Exempt Property	03/03/2022	G01	Tax	(\$305.65)	\$0.00	(\$305.65)
							C04	Tax	(\$78.25)	\$0.00	(\$78.25)
							RES08	Tax	(\$24.45)	\$0.00	(\$24.45)
							Refund				\$408.35
										Refund Total	\$4105.96



North Carolina Vehicle Tax System

NCVTS Pending Refund report

Report Date
3/25/2022

Payee Name	Secondary Owner	Refund Type	Refund Description	Refund Reason	Create Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
BOYD, WILLIAM EARL		Adjustment >=\$100	Refund Generated due to adjustment on Bill #0064946413-2021-2021-0000	Situs error	02/18/2022	G01	Tax	\$0.00	\$0.00	\$0.00
						C01	Tax	(\$119.36)	\$0.00	(\$119.36)
						C01	Vehicle Fee	(\$5.00)	\$0.00	(\$5.00)
						F63	Tax	\$9.23	\$0.00	\$9.23
						ER	Tax	\$11.26	\$0.00	\$11.26
						Refund				\$103.87
						G01	Tax	(\$107.23)	(\$5.36)	(\$112.59)
						F63	Tax	(\$7.03)	(\$0.35)	(\$7.38)
						E05	Tax	(\$6.00)	(\$0.30)	(\$6.30)
CILLUFFO, JENNETTE SWANNER		Proration	Refund Generated due to proration on Bill #0063069809-2021-2021-0000-00	Vehicle Sold	02/28/2022	Refund				\$126.27
						G01	Tax	(\$179.56)	\$0.00	(\$179.56)
						F60	Tax	(\$12.36)	\$0.00	(\$12.36)
						E12	Tax	(\$14.36)	\$0.00	(\$14.36)
GERARD, SANDRA WOOLARD		Proration	Refund Generated due to proration on Bill #0064562969-2021-2021-0000-00	Vehicle Sold	02/25/2022	Refund				\$206.28
						G01	Tax	(\$283.99)	\$0.00	(\$283.99)
						F63	Tax	(\$18.63)	\$0.00	(\$18.63)
KAMMAN, RICHARD FRANCIS	WEGNER, SANDRA STRICKLAND	Proration	Refund Generated due to proration on Bill #0063097354-2021-2021-0000-00	Vehicle Sold	02/01/2022	E05	Tax	(\$15.90)	\$0.00	(\$15.90)
						Refund				\$318.52
						Refund Total				\$754.94

	<u>876024</u>	<u>579915</u>	3/1/2022	C9BEATB Din # 5669208048	<u>0009534059-2021-2021-</u> <u>0000-00</u>	REI	\$346.6 1	\$207.5 3
BURNS, MONICA F 3922 CHERRY RUN RD WASHINGTON BEAUFORT NC 27889								
	<u>876007</u>	<u>579914</u>	#####	KJEFFERSON Din # 766664670	<u>0000008817-2021-2021-</u> <u>0000-00</u>	REI	\$123.0 9	\$123.0 9
WHITE, JOSEPH CYRUS III JOSEPH WHITE 16339 130TH AVE APT 3C-3E JAMAICA NY 11434								
<u>875898</u>	<u>579911</u>	2/28/2022	#####	Fpittman N/A	9549724	RMV	\$419.6 3	163.33
PITT COUNTY FINANCIAL SERVICES 1717 WEST 5TH STREET GREENVILLE NC 27834-169								
<u>874581</u>	<u>579808</u>	2/15/2022	KJEFFERSON	<u>0000027655-2021-2021-</u> <u>0000-00</u> Din # 7607893644	27655	REI	\$360.0 0	360
PAUL, MACK ALLEN III PAUL, MACK ALLEN III 519 BANKS ST RALEIGH NC 27604-2201								
	<u>875407</u>	<u>579881</u>	#####	WKINION N/A	<u>0009525788-2021-2021-</u> <u>0000-00</u>	IND	\$318.0 0	\$318.0 0
WOOLARD, DWAIN COTY 121 BERKLEY RD BATH NC 27808								



Beaufort County
Agenda Abstract

Meeting Date: 4/4/2022

Agenda Section: Item for Consent

Presenter: Christina Smith, Public Works Director

Agenda Title: Surplus Equipment

Summary of Information: The Public Works Department requests to surplus the following equipment:

<u>Item</u>	<u>Mileage:</u>	<u>Reason:</u>
1. 2008-Ford F150 (#3581)	194652	Motor issues-need new motor
2. 2011-Ford F250 (#3025)	245710	Mileage
3. Equipment trailer		End of useful life/ approx. 17 years old
4. Air Compressor		End of useful life/mech. issues—approx. 25 years old
5. Six DR/850 Hach Colorimeters		Programming issues – over 20 years old
6. Breaker Panel		No use-removed from courthouse years ago

Submitter Recommendations/Motions: Staff recommends approval of surplus items.

Attachments:



Beaufort County
Agenda Abstract

Meeting Date: 4/4/2022

Agenda Section: Item for Consent

Presenter: Anita Radcliffe, Finance Officer

Agenda Title: Solid Waste Convenience Site Improvements CPF

Summary of Information: The fiscal year 2021-2022 budget includes an appropriation in the Solid Waste Fund totaling \$167,676 for improvements to the convenience sites. As year end approaches, it is necessary to move these funds from the Solid Waste Fund to a Solid Waste Capital Project multi-year fund so the improvements can be made. The attached Budget Amendment transfers the funds from the Enterprise Fund to a Capital Project Fund and the Capital Project Ordinance establishes the multi-year fund in which to account for the repairs and improvements to the convenience sites.

Submitter Recommendations/Motions: Staff recommends adopting the attached Budget Amendment and Solid Waste Capital Project Ordinance.

Attachments:

- Budget Amendment
- Solid Waste Convenience Sites Improvements Capital Project Ordinance

Budget Amendment Request

Date of Request: 04/04/22

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
81-4720-539902	Convenience Sites-SSS		\$167,676
81-4720-598182	Transfer to Collection Sites Improvement(Fund182)	\$167,676	

State Position No. _____

**AN ORDINANCE TO ESTABLISH A PROJECT FUND
SOLID WASTE- COLLECTION SITES IMPROVMENT CAPITAL
PROJECT FUND
BEAUFORT COUNTY, N.C.
FOR FISCAL YEAR 2021-2022**

BE IT ORDAINED, by the County Commissioners of Beaufort County, North Carolina, that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project fund is hereby established:

Section 1. The Solid Waste-Collection Sites Improvement Capital Project Fund is to complete Solid Waste Collection Sites rehab and repairs.

Section 2. The Board of Commissioners of Beaufort County adopts this capital project ordinance with the following estimated revenues and expenses:

REVENUES:

182-3910-433015	TRANSFER FROM SOLID WASTE FUND 81	\$167,676
TOTAL REVENUES		<u>\$167,676</u>

EXPENSES:

182-8120-535150	CONVENIENCE SITE REHAB/REPAIR	\$167,676
TOTAL EXPENSES		<u>\$167,676</u>

Section 3. The officers of this unit are hereby directed to proceed with the capital project.

Section 4. The Finance Officer is hereby directed to maintain within the Capital Project Fund sufficient specific detailed accounting records.

Section 5. The Finance Officer is directed to report on the financial status of each project element in Section 2.

Section 6. Copies of this capital project ordinance shall be furnished to the County Clerk, Budget Officer, and to the Finance Officer for direction in carrying out this project.

Section 7. This ordinance shall become effective upon its adoption.

This the 4th day of April 2022.

Attest:

Chairman

Clerk



Beaufort County
Agenda Abstract

Meeting Date: 4/4/2022

Agenda Section: Item for Consent

Presenter: Anita Radcliffe, Finance Officer

Agenda Title: NCHFA 2019 ESFRLP Grant

Summary of Information: The County has received a funding modification that awards a total of \$702,945 in State funding for essential single-family rehabilitation under the North Carolina Housing Finance Agency 2019 Essential Single Family Rehabilitation Loan Program. Currently, \$390,865 is budgeted for the program so an additional \$312,080 is required to be budgeted in the Special Revenue Fund. The attached Budget Amendment allocates the additional state funding in the amount of \$312,080. No County dollars are budgeted for this project.

Submitter Recommendations/Motions: Staff recommends adopting the attached Budget Amendment in the amount of \$312,080.

Attachments:

- Budget Amendment
- NCHFA 2019 ESFRLP Grant Modification Agreement

**MODIFICATION OF THE
2019 ESSENTIAL SINGLE-FAMILY REHABILITATION LOAN POOL
FUNDING AGREEMENT ESFRLP1901**

This Modification of the 2019 Essential Single-Family Rehabilitation Loan Pool (ESFRLP19) Funding and Written Agreement for Subrecipients (the "Agreement") is entered into on the 16th of September 2021 between the North Carolina Housing Finance Agency, a public agency and instrumentality of the State of North Carolina, (the "Agency") and Beaufort County (the "Member Organization" or "Member").

RECITALS

WHEREAS, the parties previously entered into that certain 2019 Essential Single-Family Rehabilitation Loan Pool (ESFRLP19) Funding Agreement dated 12th of July 2019 (the "Original Agreement") pursuant to the ESFRLP19 Program Guidelines (the "Program Guidelines"); and

WHEREAS, the Original Agreement provided, in part, that the Member would be allocated a Subaward in the amount of \$190,000; and

WHEREAS, the Member requested additional funds for a total allocation of \$702,945; and

WHEREAS, the Agency awarded additional funds to the Member for a total subaward of \$702,945; and

WHEREAS, the parties desire to modify the Original Agreement to reflect the total funds allocated upon and subject to the terms, covenants and conditions and agreements herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agency and Member, intending to be legally bound, hereby agree as follows:

I. Acknowledgments, Affirmations, Representations and Representations and Warranties

The Member acknowledges and affirms that:

1. All of the statements contained herein are true and correct.
2. All representations, warranties and covenants contained in, and schedules and exhibits, if any, attached to the Original Agreement are true and correct on and as of the date hereof, are incorporated herein by reference and are hereby remade.
3. Other than as stated herein, the Member is in compliance with the terms of the Original Agreement, and no condition exists which would constitute an event of default under the Original Agreement or Program Guidelines but for the giving of notice or passage of time, or both.

II. Agreement to Modify Original Agreement

The Original Agreement is hereby modified as follows:

1. All references to the amount of funds obligated, awarded, reserved and/or allocated under the Original Agreement shall reflect a funded amount not to exceed \$702,945.
2. All references in the Original Agreement shall mean the Original Agreement amended hereby.

III. Miscellaneous

1. This Agreement is a modification of the Original Agreement, and not a novation; rather, it constitutes a modification of the terms of an existing contractual relationship between the parties in order to increase the total funds awarded to the Member, and is not intended as a cancellation of the original obligation or the creation of a new contract. The parties to this instrument confirm the terms of the Original Agreement and all other related documents, as modified by this Modification.
2. All references in the Original Agreement shall mean the agreement as amended hereby.
3. Except as expressly amended and modified herein, the Original Agreement remains unmodified and in full force and effect.
4. This Agreement constitutes the entire agreement between the parties hereto with regard to the subject matter hereof, and supersedes any prior agreements, understandings, restrictions, warranties, or representations between the parties with regard thereto.
5. This Agreement shall be governed and construed in accordance with the laws of the State of North Carolina.
6. If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal or invalid, such provision shall be severed from this Agreement, and the other provisions of this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, Member and Agency have signed this Modification of the 2019 Essential Single-Family Rehabilitation Loan Pool (ESFRLP19) Funding Agreement on the date written above.

Beaufort County

By: *Brian Alligood*

Its: County Planner

North Carolina Housing Finance Agency

By: *Michael Handley*

Its: Manager of Housing Rehabilitation & Compliance

Budget Amendment Request

FY Budget: FY 21-22



Beaufort County
Agenda Abstract

Meeting Date: 4/4/2022

Agenda Section: Item for Consent

Presenter: Brian M. Alligood, County Manager

Agenda Title: Purchase Order for MUNIS Human Resources Management Module

Summary of Information: Beaufort County uses MUNIS software by Tyler Technologies for financial management. The software package is made up of different modules that provide different services. The HR Management module integrates seamlessly into the existing financial system modules and allows features that will help improve efficiencies, provide self-service applications for employees, and modernize our recruiting and application processing procedures. An overview of the HR module is attached.

Alternatives: Single source purchase due to County's current use of MUNIS software. If a third-party solution were used, it would not integrate with the existing system.

Fiscal Impact: \$69,514, which is currently budgeted in the FY 21-22 budget. No additional funds are needed.

Submitter Recommendations/Motions: Approve the attached purchase order to Tyler Technologies in the amount of \$69,514.00 for purchase and implementation of the HR Management module.

Attachments:

1. Purchase Order



Munis Human Capital Management

Get the Most Value from Your Workforce



A Single Solution That Improves the Way You Work

A holistic system for streamlining the entire employee life cycle, Munis® Human Capital Management integrates employee data from multiple sources for easy employee recruitment, development and talent management.

Munis makes it easy for you to hire, manage employee data and support continued employee investments, such as training and succession planning. It empowers human resource administrators to become strategic leaders within their organization by providing easy access to the information needed to make informed decisions about their workforce, manage risks and maximize the value of their organization's human capital investment. Munis delivers the vital integration necessary to provide your team with instant access to information, including budget, project data, employee information and more.

Built on Tyler's decades of experience focused exclusively on empowering people who serve the public, Munis delivers the right tools, functionality and access to data to help you manage your most valuable asset.

Human Resources and Talent Management

With Munis Human Capital Management, your recruitment, compensation, retention, training and development plans work together to achieve your organization's goals. It delivers powerful business intelligence and functionality to effectively manage your organization's talent. Risk management, succession planning, employee certifications, employee education, employee survey and employee training are a few, among the many, features available.

Automate the hiring process

Munis Recruiting automates the hiring process and allows you to focus on attracting the right resources more effectively. With Munis Recruiting, you have the ability to upload applications electronically, monitor the status of all job requisitions and applicants, create unlimited customized conditions and applications for each position, and create reports of top scoring candidates for skill and qualification comparisons.

Munis Recruiting functionality allows managers to define their availability for interviews and allows applicants to self-schedule interviews, saving administrative time and energy. Applicants are also able to sign up for pre-employment tests, orientation and training through Munis Employee Self Service.

Because Munis is a fully integrated system, personal information created in Munis Recruiting is automatically populated in other Munis applications, including human resources, talent management and payroll. In addition, all job openings and associated information are available on the role-tailored dashboard.

The screenshot displays the 'My Applications' dashboard in the Munis system. The interface includes a left-hand navigation menu with links for Home, Self Service, Employment Opportunities, Job Descriptions, My Applications, Applicant Profile, Saved Applications, and Vendor Self Service. The main content area is titled 'My Applications' and features a 'DISPATCHER' dropdown and a 'View Job description' link. Below this, there are sections for 'Needed steps' (listing 'FIRST INTERVIEW', 'COMPUTER SCIENCE - ASSEMBLY LANGUAGE PROGRAMMING', and 'SECOND INTERVIEW') and 'Completed steps' (currently showing 'None'). The central 'Scheduling (showing all)' section lists five interview opportunities, each with a date, time, and a 'Schedule' button. To the right, there is a 'Filter by date' section with a calendar view for December 2016, showing days of the week and dates.

Date	Time	Action
December 16	8:00 AM - 9:00 AM Friday	Schedule
December 16	9:05 AM - 10:05 AM Friday	Schedule
December 16	10:10 AM - 11:10 AM Friday	Schedule
December 19	8:00 AM - 9:00 AM Monday	Schedule
December 19		Schedule

My Applications

Streamline employee information management

Munis Human Resources streamlines the process of managing employee information. From personal information and certifications, to benefit elections, wages, promotions and disciplinary history, your important employee information is available in one easily accessible place. By simply making changes in Munis Human Resources, the information is instantly available in Munis Payroll. Create job descriptions and requirements for new job openings and immediately access that information in Munis Recruiting. Make changes to accrual settings and employees can instantly access updated sick and vacation accruals in Munis Employee Self Service. Analytic tools and complete reporting also provide your organization's leaders with the right information to make informed decisions about your workforce.

Access centralized view of employee data

Munis delivers information to you quickly and efficiently through integrated central applications. Beginning with the HR Command Center, you gain access to a centralized interface with complete visibility over your employees, applicants, benefits and positions.

The Benefit Enrollment Monitor provides an overview of the whole benefit selection process, from posting benefit options to employee selection and benefit confirmation. This paperless process generates essential benefit reports — such as quarterly 941, enrollment by selection and more — making your analysis of monthly premiums and changes easier than ever.

Position Control Central provides access to staff position information, including current position, salary information, budget information, education, certification, training skills and other requirements associated with a position.



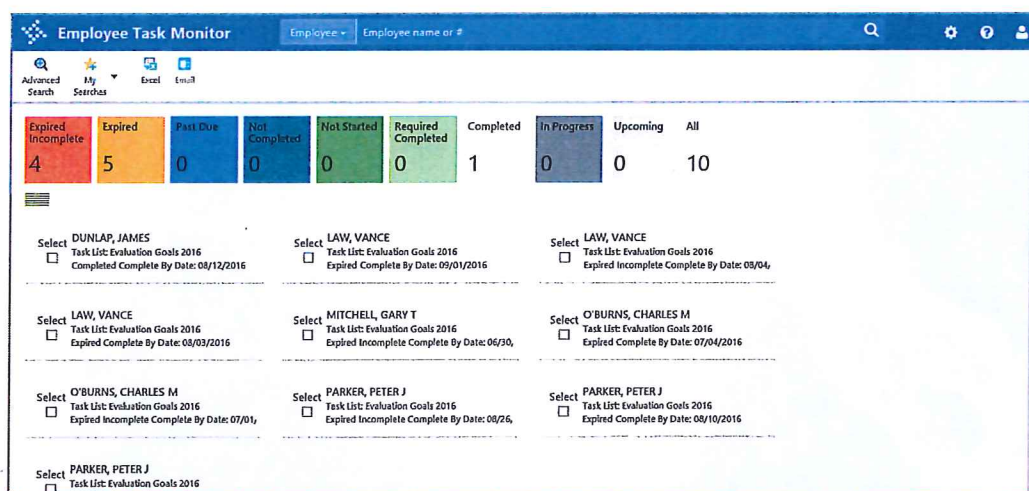
Easily manage career tracks

Munis Talent Management helps you minimize costs, retain talent and align employees with strategic organization goals. For employee evaluations, you are able to set goals at various levels of the organization, including location, organization and job class. HR representatives can easily build and define requirements for career paths, assign each employee to a specific track and monitor their status, all with the purpose of retaining and placing employees in positions that match their skills and knowledge.

Employees are able to self-report external trainings, see trainings for their current position or for a job they are preparing for, and can take a survey online for the class they attended.

Automate employee expense reimbursements

Munis Employee Expense Reimbursement is designed for quick expense report creation, with system-generated travel request and invoice reimbursement numbers, and general ledger account codes that default in once expense types are listed. Create an unlimited number of expense claim form templates, choose whether employees submit reports before or after expenses are incurred and decide whether to reimburse through payroll or by cutting an AP check. When an employee logs into the application — anytime and anywhere, securely over the internet — and enters an employee number, the system automatically populates the expense report fields with data pulled from Munis Payroll. Workflow rules can be set up to direct expense reports to different approvers based on user-defined account codes, amount and department codes, while role-based security ensures sensitive data stays private.



Employee Task Monitor

Manage risk before it becomes a crisis

Job-related injuries and property damage are inevitable. Munis Risk Management provides you with the tools necessary to effectively track, manage and pay property and casualty claims against your organization. It enables you to handle claims quickly and easily from an initial claim to related expenditures: maintain claim-specific data, track claim activity, and record expenses, recoveries and estimated costs. With Munis Risk Management, you can link claims to employee records through direct integration

with Munis Human Capital Management and evaluate injury-related compensation via integration with Munis Payroll.

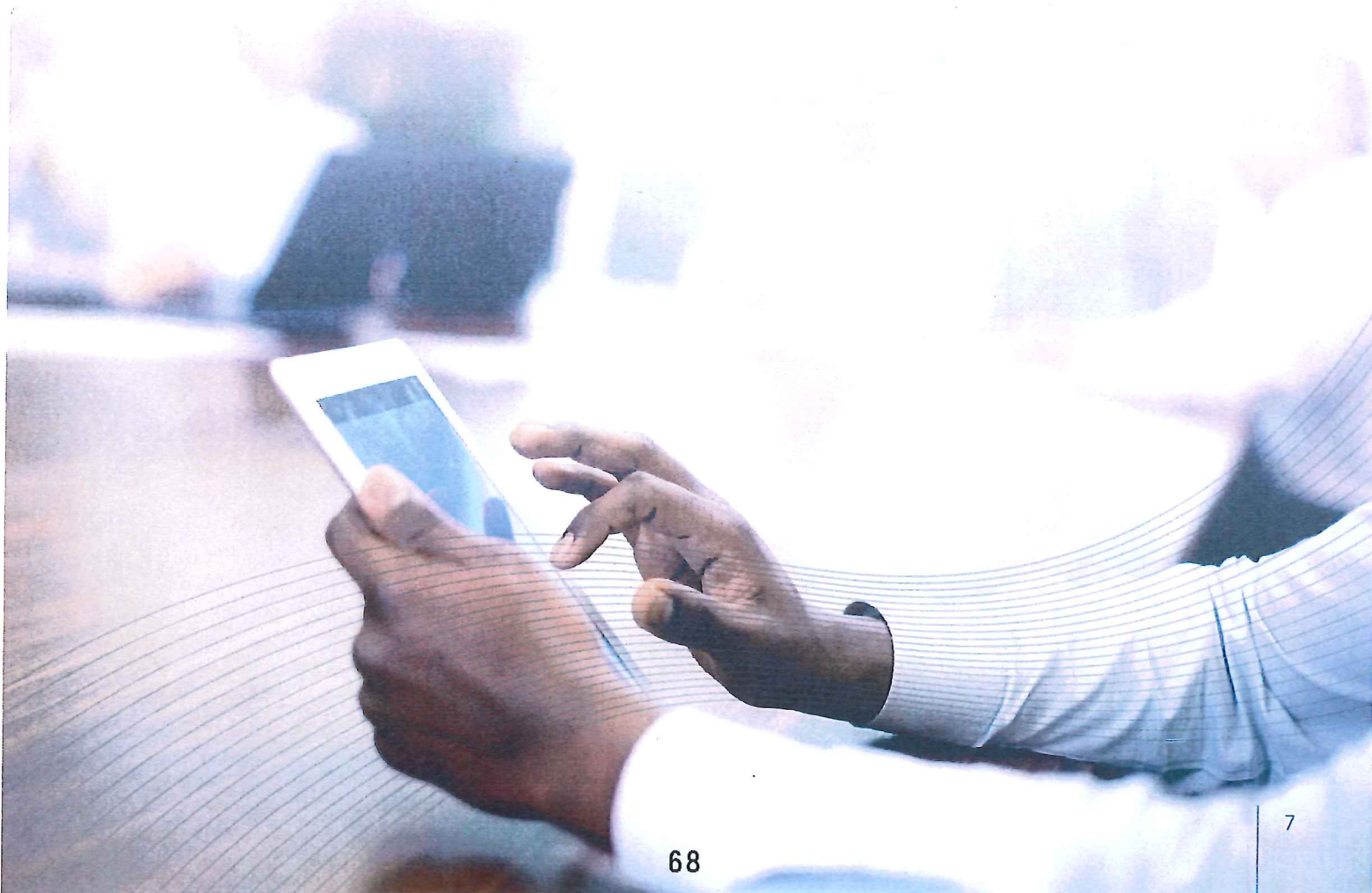
The screenshot displays two overlapping windows from the Munis Risk Management application. The top window, titled 'Property Damage Claims - Munis', shows a claim for 'AUTO - AUTOMOBILE DAMAGE' with a claim number of 2017003 and a date of 04/13/2017. The bottom window, titled 'On the Job Injury Claims - Munis', shows a claim for a 'MACH - MACHINERY' injury with a claim number of 2017007 and a date of 04/07/2017. The injury occurred at 'JOHN ADAMS ELEMENTARY SCHOOL' and involved a 'LUMB - LUMBAR' injury. The bottom window also displays a summary table of claim costs.

	Open Balance	Open Paid	Open Balance	Open Paid	Open Balance	Open Paid
Activities	0.00	0.00	599.45	599.45	0.00	0.00
Recovery and PDCs	0.00	0.00	0.00	0.00	0.00	0.00
Totals	0.00	0.00	599.45	599.45	0.00	0.00

Simplify data analytics and reporting

Munis goes beyond standard reporting, making it quick and easy for users to view and report on key data, such as IRS quarterly 941 reports, hours worked for the Affordable Care Act, and the employer information EEO-4 and EEO-5 reports. Munis Analytics and Reporting includes several tools that help clients improve data management, analysis, information sharing and report delivery. Dashboards and central program applications provide immediate, out-of-the-box views of key information that can be configured by users based on role and preference. Robust Microsoft® Office integration provides seamless data exports to Excel for further analysis.

Support for industry-leading business intelligence and ad hoc reporting tools offer even further flexibility and customization while still using existing application permissions. Munis database cubes, built on Microsoft SQL Server Analysis Services, allow you to make better business decisions by easily viewing comparisons, patterns and trends with Microsoft Excel PivotTable and PivotChart reports. Using SQL Server Reporting Services, you can create and manage complex, interactive reports and deliver them in a range of formats. Additionally, Tyler employs a dedicated Munis state reporting team responsible for ensuring you comply with state and federal reporting mandates. Your year-end process for W-2, 1099 and all processes related to accrual year-end closing are streamlined and organized for your convenience.



Payroll and Employee Self Service

Payroll

Payroll is at the core of employee management and must run seamlessly. When employee pay is on the line and your organization's budget is in question, processes must be simplified, streamlined and reliable.

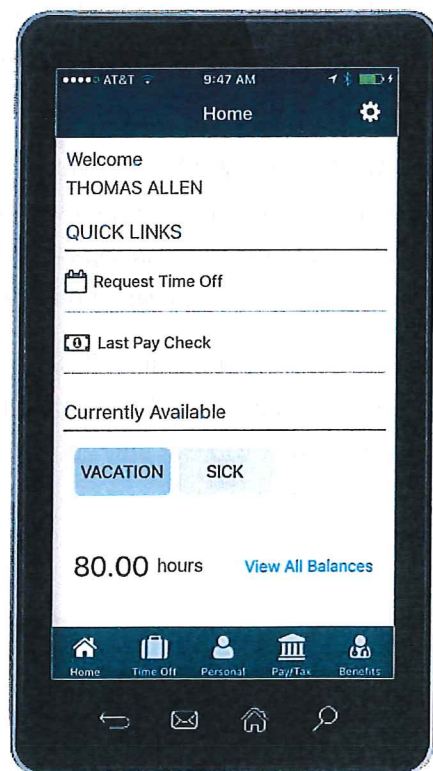
Specifically designed to meet the payroll processing needs of the public sector, Munis Payroll is tightly integrated with many Munis modules to eliminate redundant data entry. With Munis Payroll, you can implement a paperless payroll process, streamline a decentralized timesheet entry and ensure all local, state and federal requirements are met.

Standard payroll functions include:

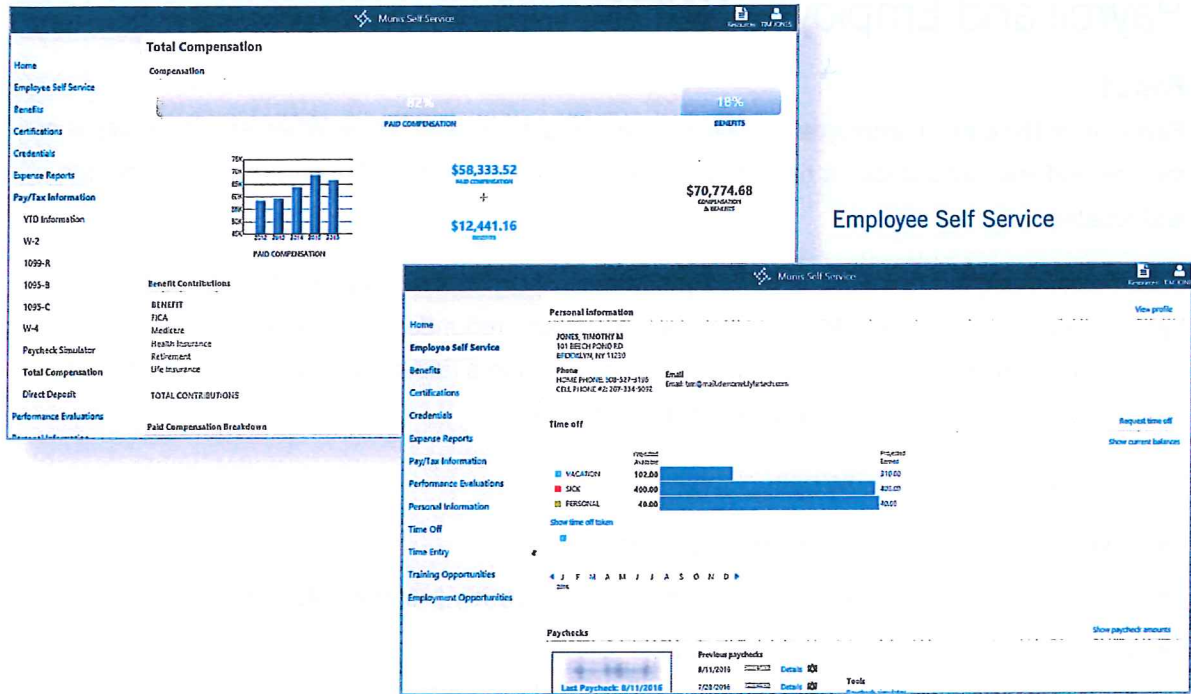
- Payroll and expense reimbursement processing
- Reconciliation of employee insurance reports to monthly premium statements
- Manual or automatic check reconciliation
- Support of electronic timesheet entry and import
- Electronic direct deposit and W-2 notices
- Verification and tracking of employee Social Security Number
- Dependent and emergency contact information

Munis Payroll is fully integrated with Munis Employee Self Service, which means pay, W-2, tax, benefit and accrual information is available to employees when they sign into your employee self-service website. Any changes made by the employee, such as accrual requests or benefit selection, are transmitted directly to the payroll system for approval to be reflected in employee pay.

Advanced position and budget control within Munis allows you to forecast future salary and benefit costs, including step and contract increases, and simulate changes to positions during a specified time period.



Employee Self Service
Mobile App



Employee Self Service

Munis Employee Self Service is a fully customizable employee portal that actively extracts information directly from your Munis database and makes it available to your employees in real-time. Employees can easily monitor and maintain personal and employment information including paid time off, accruals and requests, pay history, benefit selections, job openings, performance evaluations, training and certifications, announcements and more. A built-in pay calculator allows employees to see the effect that changes will have on the withholding amounts in their net pay.

With Munis Employee Self Service, HR representatives are able to spend more time acting as a consultant rather than an administrator, and employees have instant access to the answers they need. With Munis Manager Self Service, managers are provided a consolidated view of their employees including their certifications, training, evaluations, task lists, time off requests, emergency contacts and timesheets.

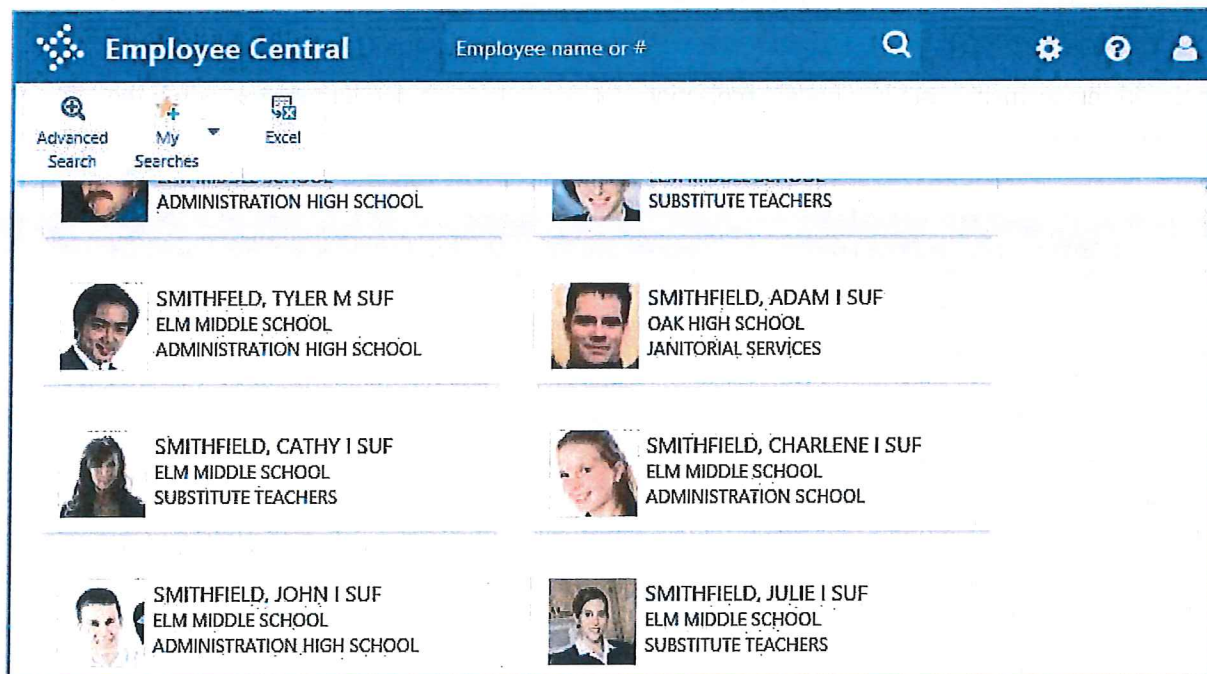
The ESS mobile application allows users to effortlessly manage their salary and tax information, time off requests, benefits and personal information. This convenient, portable and easy to use app is available so that you can stay connected anytime, anywhere.

Your Employees Are Your Greatest Resource

Gain a holistic view of your resources

Employee Central provides a comprehensive view of employee information by location, department, job class and more. You can view personal information, compensation, accruals, certifications, professional development, personnel actions and more from one screen.

Workforce Central provides a high-level overview of your employees, helping you effectively gauge the health of your workforce and analyze data. View up-to-date numbers on head count, open positions and more. You can also drill down to more detailed information by location, job class, group bargaining unit or organization, and apply reduction criteria to determine the impact of a reduction in staff.



Employee Central App

Plan for the future

Munis Salary and Benefit Projections integrates data from the Munis Financial and Munis Human Capital Management programs to help you accurately forecast all employee-related costs, including step raises, vacancies and all benefits for 10 years into the future. With the integration of Munis Financial and Munis Human Capital Management, Munis Salary and Benefit Projections allows you to securely and easily migrate data between modules. You have the ability to:

- Define an unlimited number of budget projections, each with varying assumptions
- Load the budget from contractual agreements, longevity, grade, step raises and benefit projections already defined in Human Capital Management and Payroll modules
- Review payroll encumbrances to see what is available to spend after considering salary and benefit commitments
- Build projections based on prior-year actuals, or an average of up to three prior year's actual amounts, increased or decreased by a specified percentage
- Insert replacement costs into budget projections for assets that are due for replacement in the coming year

Employee Central Employee name or #

Back Refresh Advanced Search My Searches Profile Change Leave Terminate Employee Qualifications Employment Excel Email Notes Attach

SMITH, ARRON M JR
OAK HIGH SCHOOL TEACHER

Training
COURSE TYPE B LONG DESCR
Course Date 01/01/2001

Credentials
1

Career Development
RGJ CAREER TRACK

User Defined
0

Evaluations
QUARTERLY REVIEW

19 Tracking

Education
BACHELOR OF ARTS
HIGH SCHOOL DIPLOMA

Certifications
COURSE TYPE B LONG DESCR
Expiration Date 01/01/2016

Assignments
3

Fixed Assets
0

Seniority
MIDDLE SCHOOL TEACHER
01/01/2014

Accruals Withholdings **Compensation** Actions Checks

Job Class Position Number Position Location FTE Pay Status Effective Grade/Step Salary

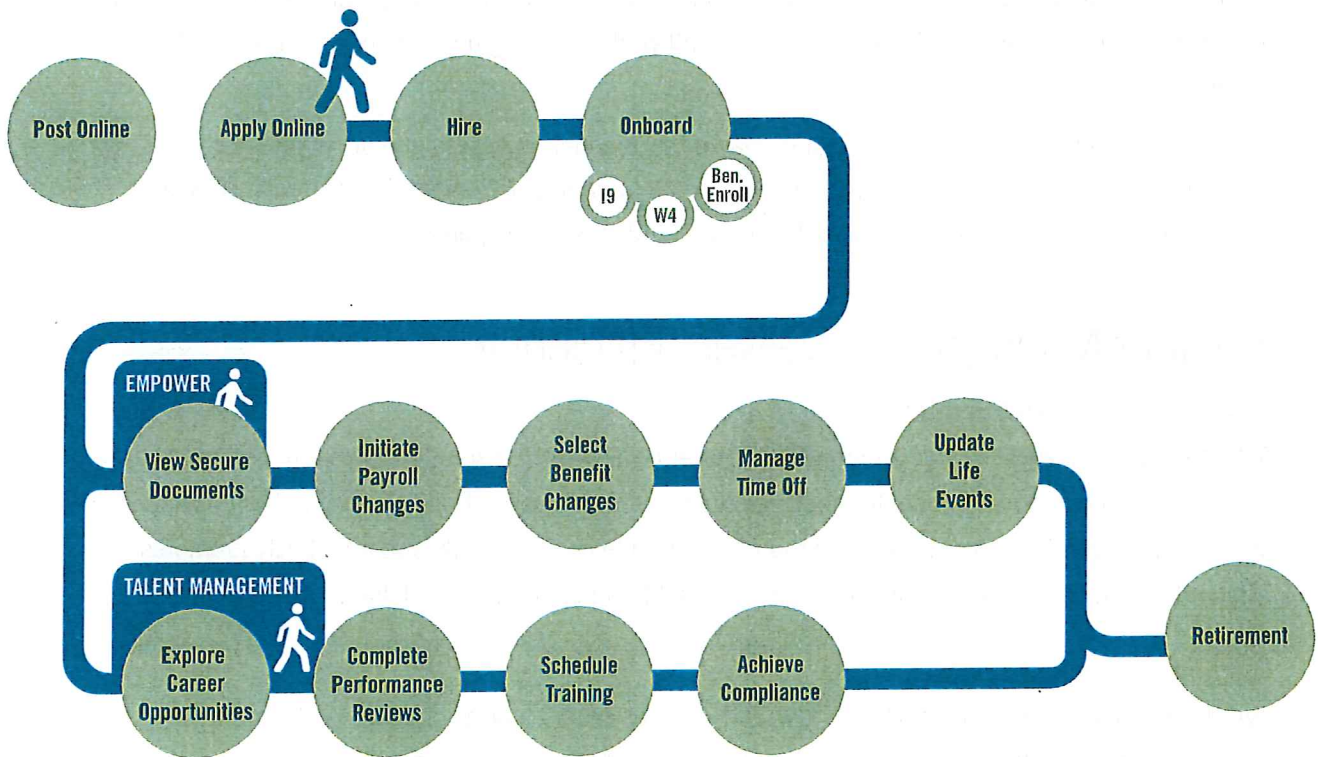
TEACHER 265 TEACHER ADMIN ELM MIDDLE SCHOOL 1.00 ACTIVE 01/01/2006 RJ2 SAL TBL---X/8 122,080.00

[View/Maintain](#)

Workforce Central

Empowering Your Employees

Web-Enabled Processes Support Complete Employee Life Cycle



Manage Your Workforce

Munis integrates with ExecuTime™, Tyler's solution for time and attendance and advanced scheduling. ExecuTime Time & Attendance™ makes it easy for managers and staff to enter and track time types, manage time-off requests and apply job costing, all while handling multiple pay periods and FLSA guidelines.

Also, many labor costs escalate through human error, manual processes and scheduling conflicts. With ExecuTime Advanced Scheduling™, you can automate, simplify and streamline your complex staff scheduling processes while minimizing labor costs and overtime expenses.

Content Management Delivers Efficiency

Eliminate obstacles to productivity

Tyler Content Manager™ brings an integrated content management solution to your fingertips. Your content no longer has to be handled multiple times, stored in several places, misfiled or misplaced. Tyler Content Manager streamlines and manages your file content easily and effectively promotes efficient document management, which saves valuable time, energy and dollars.

Integrate document printing

TylerForms helps you control where, how and in what order to print checks, W-2s and other documents by merging your application data with templated electronic form designs. Our advanced output processor negates the need for pre-printed forms; you can use less expensive standard blank paper, bar codes, signatures, bank, OCR and postal fonts and logos, and other data-driven elements that pre-printed forms can't produce.

Libraries of form templates are tailored to work with your Tyler applications and your organization's unique needs. Forms can be printed to your existing network printers and emailed, faxed or saved as a PDF file. Optional high-speed laser printers and addressing systems can save your staff hours — or even days — that are normally spent folding forms and stuffing and addressing envelopes.

Integrated Software Solutions for the Public Sector

Human Capital Management

Recruiting
Human Resources & Talent Management
Payroll & Employee Self Service
Risk Management
Employee Expense Reimbursement
ExecuTime

Recruiting Features

Applicant Inquiry
Job Openings
Pending Applicants
Form Letters
New Hire Import
Reference Questionnaires
Applicant Reporting
Applicant Scoring
Applicant Interest
Applicant Complaint
Analysis Report
Applicant Central
Hiring Central
Applicant Process Events
Interview Types

Human Resources Features

Position Control and Budgeting
Employee Job/Pay Classification
Personnel Actions
Leave/Absence Management
Benefits Administration
Separations and Terminations
Accidents and Injuries
Grievances/Disciplinary
EEO Reporting
Seniority and Tenure
Substance Testing
Case Management
Position/Budget Transfer Request
HR Command Center

Talent Management Features

Certifications and Training
Evaluations
Succession/Career Planning
Credentials
Document Acknowledgment
Employee Tasks

Payroll Features

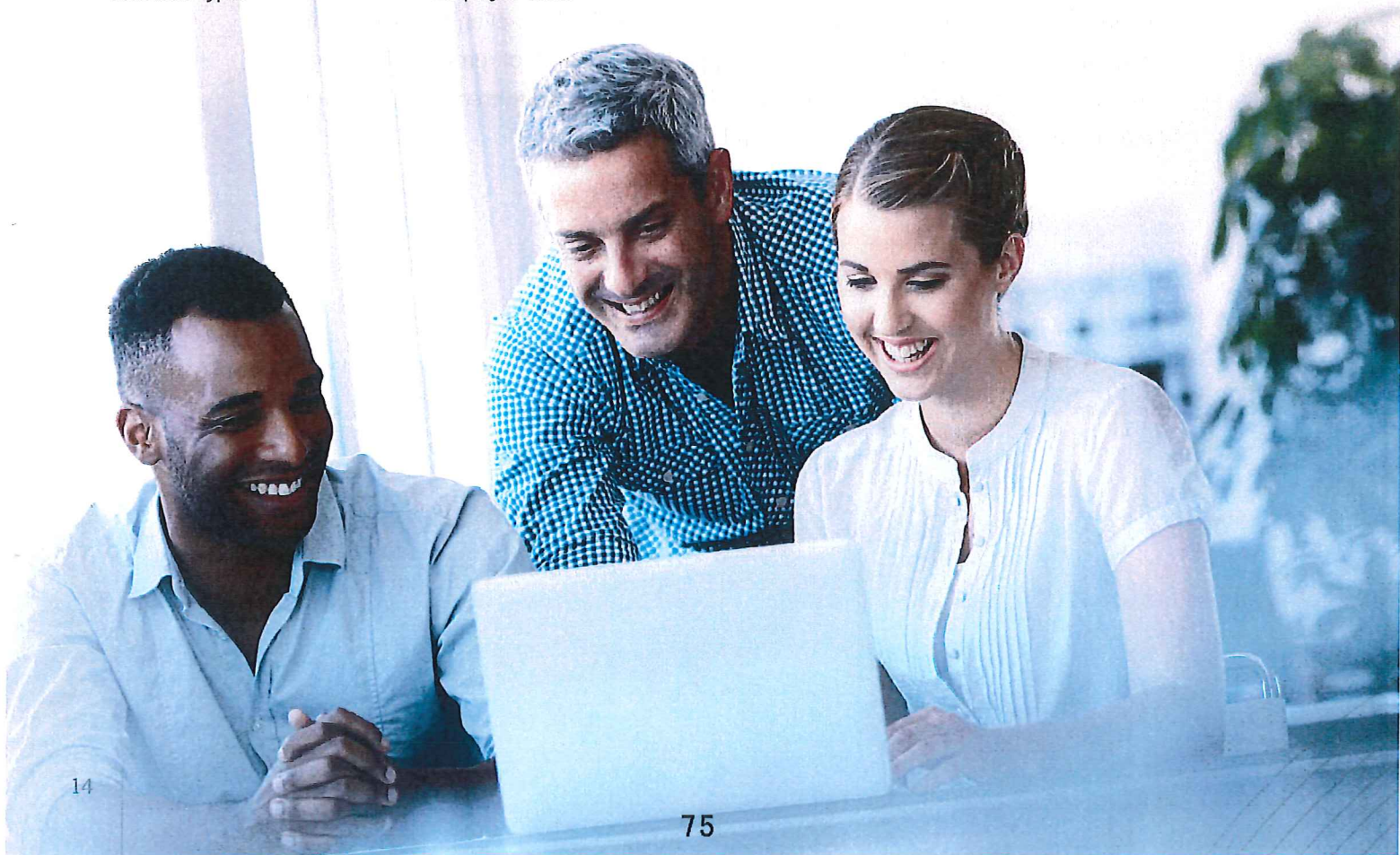
Payroll Administration
Employee Maintenance
Payroll Processing
Employee History
Payroll Reports
Salary and Benefit Projections
W-2 and 1099-R Processing
1095-B/C Processing
State-Specific Reporting
Pension Tracking

Workforce Management Features

Time and Attendance
Advanced Scheduling

Employee Self Service Features

Tasks
Benefits
Certifications
Credentials
Expense Reports
Pay/Tax Information
Performance Evaluations
Personal Information
Position Transfer
Substitute Teaching
Time Off
Time Entry
Training Opportunities
Employment Opportunities



Why Tyler?

Tyler Technologies is committed to the public sector. We develop software and support solutions that meet the specific requirements of schools, local governments and municipalities — and have been doing so since 1979. Our staff is busy implementing more than 100 new Munis sites each year, providing client training, developing new features, providing technical support and more. By serving thousands of clients nationwide, we are able to see common issues, help identify best practices and develop innovative solutions for our clients.

Tyler's Evergreen Promise



Tyler is committed to providing clients with the tools they need today and into the future. We have dozens of clients who have used Munis for more than 30 years and we expect that they will be with us for decades to come. Why? Because we are committed to their satisfaction and continue to develop new solutions to meet their changing needs. Every year we release new feature upgrades with no relicensing fees for clients with an annual maintenance

contract. We call this our evergreen philosophy. And to help clients stay current with updates we have the EverGuide® support initiative which provides training resources to ensure that you never lag behind. Tyler is committed to helping you maximize your Munis solution today and for years to come.

Software that thinks like you do.

Tyler Technologies (NYSE: TYL) is a leading provider of end-to-end information management solutions and services for local governments. Tyler partners with clients to empower the public sector — cities, counties, schools and other government entities — to become more efficient, more accessible and more responsive to the needs of their constituents. Tyler's client base includes more than 15,000 local government offices in all 50 states, Canada, the Caribbean, the United Kingdom and other international locations. In 2016, Forbes ranked Tyler on their "Most Innovative Growth Companies" list, and it has also named Tyler one of "America's Best Small Companies" eight times. The company has been included six times on the Barron's 400 Index, a measure of the most promising companies in America. More information about Tyler Technologies, headquartered in Plano, Texas, can be found at www.tylertech.com.

800.646.2633 | info@tylertech.com | www.tylertech.com



Empowering people who serve the public®





Beaufort County
Agenda Abstract

Meeting Date: 4/4/2022

Agenda Section: Item for Consent

Presenter: Katie Mosher, Clerk to the Board

Agenda Title: Approval of Board of Commissioner Minutes

Summary of Information: Approve the March 7, 2022, Regular Session meeting minutes submitted by the Clerk to the Board.

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

Attachments:

The Beaufort County Board of Commissioner met in regular session Monday, March 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.

Commissioner Rebholz offered the invocation and Commissioner Booth led the Pledge of Allegiance.

Chairman Waters then asked for the audience to silence their cell phones.

Service Award Presentation

Ms. Deloris Creasman said we have one employee that we would like to recognize tonight, Ms. Jennifer Hopkins, and she has been with Beaufort County now for five years in our Finance Department.

Conflict of Interest Statement

Chairman Waters said I skipped over the Conflict of interest, does any Commissioner have a conflict with any of the agenda items tonight.

No one spoke.

Approval of Agenda

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

Public Comments

Ms. Connie Ireland said I'd like to welcome you to our section of the wild west of Beaufort County where anything goes. She said we are asking to be put on the next agenda that is scheduled to explain and show evidence of our neighborhoods problem with sewage water being pumped up hill ten feet from our well. She said we have communicated this to the Department of Inspections. She said we have ten neighbors this nasty water is affecting with children playing in ditches and possible contamination of two wells. She said even after the positive fecal e-coli form report, Mr. Harris refused my request to come check out the situation after a recent rain so maybe we are not talking to the right people at the Health Department, so I want to introduce myself, I'm Connie Ireland and I am a medical lab technician, and I am ASAP certified. She said Deerfield Acres was developed by an engineer to drain with the lay of the land for the best drainage however a couple of back yard neighbors behind Deerfield filled in a big drainage ditch that had a continuous connection with Deerfield's back easement to drain all the water from the back to the mouth of the creek as designed. She said then they maintained this path for years to ride four-wheelers. She said I suspect the pumps came into play when they realized just

how much water had been brought without this ditch to naturally drain it but the Health Department wants to claim the can't find exactly where this nasty water is coming from. She said I can tell them where it's coming from because these guys take ownership of this water as soon as they pump it. She said septic tanks have to be 100' from a drinking well when they are inspected so why is this allowed within 10' of our well. She said we are in a suit with these neighbors and right now are just interested in persuading them in solving the problem. She said we are trying to get help we needed from the Health Department before we feel a need to expand this suit but still it wouldn't address the health issue this nasty water is likely to inflict. She said we are willing to help do our part and help ourselves and the three neighborhoods affected but the two back neighbors that are pumping are all about themselves. She said these guys will not come and participate in solving the problem until the pumps are removed or daily fees are applied to them for non-compliance of removal of the pumps, please help us.

Ms. Dot Moate said I just wanted to tell you, or remind you, at the last meeting there was a discussion about different things along the roadside and that a lot of it needed to be cleaned up, so I went out today on Magnolia School Road. She said the first picture shows an old house with everything you can imagine in bags and things out in front of it.



Ms. Moate said the second one is a picture of right next to it.



Ms. Moate said then, this other one is further down.



Ms. Moate said the further down you go on that road, almost all the way down where you go around and come back to the River Road it's just like that on both sides of the road. She said I'd like to request the County send someone out there to clean that up. She said it's just, it's a terrible situation but I wanted you to see what we saw today.

Legislative Updates from Elected Officials

No elected officials were present.

Items for Consent

1. Budget Amendment, Health
2. Budget Amendment, Public Works
3. Reallocation of Funds
4. Tax Assessor Refunds
5. Tax Collector Refunds
6. Minutes Approval

Commissioner Richardson said I want to pull item #2 for a vote. He said it has to do with the computer program for the Water Department.

Chairman Waters said okay, any other items to be pulled.

Motion: Commissioner Rebholz motioned to approve the amended consent agenda. Commissioner Walker seconded.

Yes Vote

Chairman Waters
Commissioner Booth
Commissioner Rebholz
Commissioner Walker

No Vote

Commissioner Deatherage
Commissioner Richardson

See Addendum 1

Presentation of Thanks

Commissioner Chris Chadwick of Carteret County said as many of you know we had a tragic plane crash in Carteret County on February 13th and we lost four of our young students from East Carteret High School and four adults. He said as we began the recovery mission, once we located the plane out in the ocean, we said what do we do next, we need some divers. He said someone suggested calling the Sydney Dive Team, so I called up an older gentleman named Catfish later that night and he informed me he has eased out of it a little bit, but he put me in touch with Chief Swain, I believe, and the next day at 10:00 AM they had a full crew out there. He said they stayed the night and spent a second day, and those people were very efficient, well equipped and very compassionate folks and we are indebted to them greatly and we appreciate your support. He said we have mailed the real check but what I have here tonight is a check for \$12,000 for the Sidney Dive Team. He said they had told us they need to purchase another helmet so that they could talk back and forth under water and also shoot video of what they're seeing. He said so it was a very touching group, very hard working. He said the boys said it was a ministry to them and they were a blessing to our County and our folks down east and we're greatly appreciative to them and to you Commissioners for your support as well, so we'd like to present you with this check. He said the old adage, the check is in the mail, the real check is in the mail. He said if Carteret County can ever do anything to help you we're only a phone call away.

Chairman Waters said thank you very much Commissioner Chadwick. He said as you and I were talking before the meeting, you don't realize how important these guys are until you have that accident and you the families are just trying to determine what happened and where the bodies are.

Commissioner Chadwick said we're hoping to give the families some closure and I think we're well on our way to doing that. He said without the Sidney Dive Team we would be nowhere near along the journey that we are now.

Commissioner Deatherage said how deep was the water.

Commissioner Chadwick said 60 feet. He said it was very rough Sunday night. He said there were 6' and 7' seas. He said Monday was pretty good but on Tuesday when they came to work it was rough again, but they worked all day Tuesday, spent the night, we put them up in a hotel, they worked all day Wednesday and finished up. He said they had about seven guys, it's a very good team they have, and we appreciate it.

Ankle Bracelet Program

Mr. Alligood said at the last meeting there were some questions regarding the pre-trial monitoring, the pre-trial release with monitoring program which is commonly referred to as the ankle bracelet program. He said so we asked if there would be a representative from law enforcement and someone from the judicial side. He said I'm please tonight, Chief Deputy Rose with the Sheriff's Office is here and Mr. Tom Anglim, Assistant District Attorney is here to answer any questions the Board may have about the program. He said it was my understanding you all wanted to learn a little bit about the program and have someone who could answer questions related to that. He said you have at your seats a copy of a sheet that the judges and the DA's use relating to what is not eligible. He said they are the ineligible offenses for pre-trial release programs. He said it's my understanding, after having a conversation with Judge Parker this afternoon that there is some discretion on the judges part, that they are ultimately the ones that make that decision and that if they have situations where they can control certain aspects of it then they may allow pre-trial release with monitoring even if it may be ineligible, if there are extenuating circumstances that they feel it's a safe opportunity. He said so if there are questions Mr. Tom Anglim and Chief Deputy Rose, well, Mr. Anglim you might be loan wolfing it today.

Mr. Tom Anglim said I guess probably the best thing I can do is say any questions. He said Mr. Alligood said it well as far as what we're trying to accomplish working hand in hand not only with judges but also the Sheriff's Office and also the operation of the jail.

Commissioner Rebholz said can you describe to us how the process flows.

Mr. Anglim said sure, generally there's different ways it can begin. He said it can begin by judge, it can begin by defendant/defense attorney and sometimes we can initiate, ourselves, within the district attorney's office that process, and it really depends upon what the offense is, what the prior record level would be, the nature of the offenses, if there is concerns for public safety, property of our citizens or something else within the community that we're concerned about. He said once the process is initiated the question is, is this person a good candidate and if they are what kind of limitations can we put or we should put on their movements. He said we can have exclusion zones, areas where they're basically

prohibited from attending or being around. He said I guess in a broad sense you could have electronic house arrest. He said basically you could lock them down 24-7 within their homes as well and prevent them from going outside of those ranges. He said it's flexible from those perspectives and obviously it serves a purpose of making sure that person doesn't pose a risk to other or the community, as well as making sure that the administration of justice goes smoothly and they're not sitting in jail languishing in a pretrial confinement situation.

Commissioner Rebholz said I think the reason that this got sparked is we've had people from murders to drug addicts out on pretrial release and yet we're holding somebody in a cell for a \$500.00 bond.

Mr. Anglim said personally, in my experience of 28 years, I don't relate them together. He said there may be other reasons that person, obviously the financial issues are there if that person has a \$500 bond and can't make it but if that person is in a situation where they have a trial a couple of months ahead and we're informed by the Sheriff's Office of that status sometimes we unilaterally adjust bonds. He said the judges have given us permission to do that so that a person who is really not looking at active time if they are convicted doesn't sit there and languish for a greater time than would be longer than their sentence if they were to get an active sentence, depending on the offense they were charged with. He said so yeah, I think we share that concern. He said sometimes, obviously, it doesn't work perfectly and it is a communications thing and I will say that for the most part we have an open line of communication with the folks at the jail with respect to this issue. He said defense attorney's contact us on a regular basis about these matters in order to try to facilitate these individuals.

Mr. Alligood said if you don't mind I think you were also either at the meeting or you were a part of that meeting with the bond reform group in North Carolina. He said could you speak to that as well.

Mr. Anglim said there's a, we're, for lack of a better phrase, a guinea pig for a bond program initiated through the Institute of Government where a magistrate goes through a process, a workflow process to determine where this person should fit in a range of bonds depending on where the offense is, the criminal history and the nature of the crime. He said once the magistrate goes through that process then the magistrate will utilize our schedule of bonds to establish a bond. He said I would probably venture to say that in the time we've had it in Beaufort County, well two things changed. He said number one the legislature kind of changed the way warrants versus summons are issued so that a private citizen used to go down to the magistrate's office and 99% of the time they'd get a warrant for that person's arrest. He said that's changed where most of those processes today are summons which means, served, show up for court. He said that's reduced the numbers greatly of people who actually arrested. He said to correspond with that is that for those that are arrested we've seen a great reduction in secured bonds that will keep somebody in jail past a reasonable period of time that they can't make. He said again, you're talking about a communication thing where a lot of people are writing us letters, writing judges letters and saying hey, can I get out on bond this is what I have, this is what I can make. He said of course then we engage in an analysis of what's their record, is it like, for example a domestic violence case and then what's a reasonable bond based upon that. He said to correspond with domestic violence we have a program called Caitlyn's Courage that we implement and use to facilitate not only release of individuals of domestic violence cases but pointing them in the direction of treatment, pre-trial in an effort to, and again within that is exclusion zones, protecting of the witness and the victim within those cases in order to facilitate treatment pre-trial, in that sense.

Commissioner Walker said out of the people with ankle bracelets, what is the failure rate, like the judge says it's not working for you and we're taking the ankle bracelet off.

Mr. Anglim said I probably can't speak to the exact numbers. He said I would probably have to defer to the Sheriff's Office as to the number of failures. He said from an anecdotal perspective we don't have many failures. He said most of the time people want to get out of jail and most of the time people will do what they want to do and need to do to stay out of jail and those folks that do that are successful within the program. He said are there failures, yes, have I seen them, yes. He said I would probably venture to guess if I was a betting man when that person got on the PTR program I probably would've made a lot of money on that person being a recidivist in some sense.

Commissioner Richardson said this is going to sound like a criticism when it starts off but it's really not. He said you mentioned the program is flexible and I'm looking at the six people who are on the program now. He said we have a felony sex offense, we have a murderer, we have a DWI conviction, we have a felony desecration of a grave, we have someone who is to report to jail who got out on it and failed to report on a certain date, and we have a drug offense. He said all of those except one is on your list of exclusions. He said I'm glad you've got your list of exclusions and I certainly support the flexibility within the system because there's no doubt every individual is different, consequently you can make those

decisions. He said the one thing I would like to see more people on this program, and I can see from going over the jail list this weekend that most of the people that are in jail should be there and they would have trouble qualifying under your list of exceptions. He said there is one thing that has been somewhat of a problem for law enforcement for a long time and that is people who are under the supervision of probation and parole. He said I was in court a week or so ago on something, not charged, but the judge did a quick dip for somebody. He said that's the first time I'd ever been in court and seen that or heard about it. He said I'm not so sure there's not a point where people who give probation and parole trouble, there's about eight or nine of them now in jail, who give them trouble if you have a place to put them, like they're living with a mother, and a lot of these people are not in structured families, or a wife, or just living with somebody else, that they shouldn't be out on probation and parole with that person. He said I know my mother and I know my wife and I wouldn't want to be around the house in an ankle bracelet, I can tell you that, because you're cornered. He said I would ask, as a Commissioner, that you consider some flexibility in the quick dip program. He said maybe at some point it's mixed in, if they've been in there twice or something and you're trying to keep them out of prison. He said maybe you experiment with this and try this. He said it could work.

Mr. Anglim said I'm not disagreeing with your point, I think there are a lot of variables that are in play there, for example, if a judge puts somebody on probation for a drug offense and says the first time you test positive you're in jail on a \$25,000 bond. He said that's out of our hands. He said now a defense attorney could go to that judge and seek to modify that in some way but that's really a different creature from the PTR perspective. He said I think the other thing that we find with superior court judges and district court judges is what they call delegation of authority to the probation and parole folks and what that gives those folks the ability to do is look for alternative resources. He said look for those alternatives that will best serve the rehabilitation of that offender to make them a more productive member of our community. He said it doesn't always work. He said so they're either re-offending, that is they're arrested on a violation of their parole and probation and parole have no options other than to put that person back. He said I think the other thing that often happens with a person who may have that mindset is they do something called absconding. He said that is they stop wanting to be supervised and they act in accordance not to be supervised. He said if they are absconding they're going to stay in jail, for the most part and I don't know many bondsmen that would take a risk and post a bond on somebody that's already absconded. He said so as far as the exclusion cases, there are some stories behind that murder case, I don't want to get into it now and it's still technically pending, and it was a very, let's put it this way the things as a result of that happening, we modified the program. He said we worked closer with the Sheriff's Office to develop the program and the judges to make sure that something like that won't happen again. He said there is a peculiarity in that it started in juvenile court, it's a matter that started in juvenile court, so you have that dynamic involved in that case as well.

Commissioner Richardson said I have a question that's not directly to what we're talking about today, it involves drugs. He said I understand that there has been a shortening in the supply chain between the cartels in Mexico and local dealers. He said by that I mean that some of the middlemen have been eliminated and some of these guys are dealing directly with Mexico. He said does that observation have any merit.

Mr. Anglim said without making any statements about any ongoing investigations, in some respects that's a fair statement. He said again, because of the nature of the supply chain and the communication abilities, those that are elsewhere and those that are local, that is an issue in some respects.

Trillium Annual Report

Mr. Dave Peterson said first off I'd like to thank, and I know Commissioner Langley isn't here, he had another meeting to attend but I'd like to thank him for being the chair of our regional advisory board and also Jim Madson, who's on our governing board, both those two have done a wonderful job. He said I also want to briefly introduce Stephanie Webb. He said Ms. Webb is our new system of care coordinator that covers Beaufort County. He then gave the following presentation:

TRILLIUM UPDATE

Trillium's mission: Transforming lives and building community well-being through partnership and proven solutions.

- Who We Are
- Medicaid Transformation Changes
- Organizational changes
- County Data

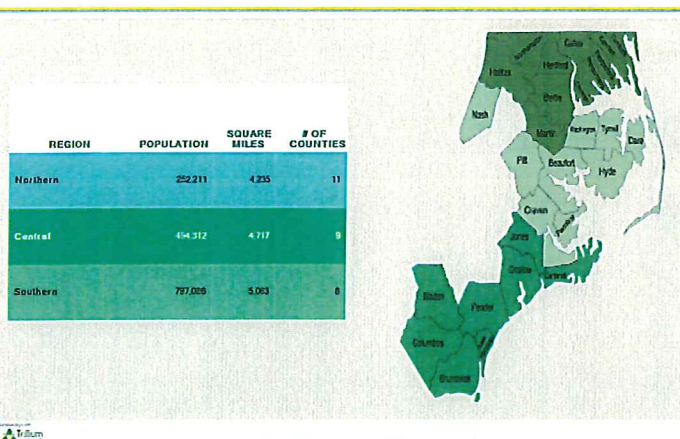


Who We Are - Numbers

- 28 Counties, but numbers are from last fiscal year with 26 counties
- 1,469,101 total population
- 244,075 Medicaid Eligible
- Served 58,452 individuals from mild to severe mental health needs
 - 70% with MH needs
 - 20% with SUD
 - 10% with IDD
- Approximately 500 Providers
- \$475,921,857.00 spent on services last year
- Smallest County- Tyrrell 3,665- Largest County-New Hanover 238,907
- Cover over 12,000 square miles



Three Regions



Medicaid Transformation- Standard Plans

- Standard Plan- 5 companies were awarded
 - Amerihealth Caritas NC Inc.
 - Blue Cross Blue Shield of NC
 - UnitedHealthcare of NC Inc.
 - WellCare of NC Inc.
 - Carolina Complete Health - covers regions 3, 4 and 5
- ❖ These Plans are managing the mild to moderate Medicaid behavioral health recipients
- They started on July 1st 2021

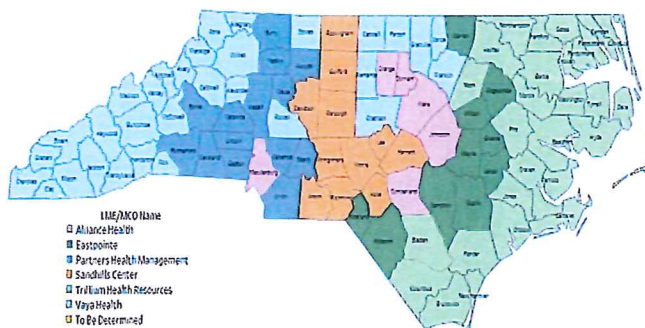


Medicaid Transformation Tailored Plan:

- 7 of 7 LME/MCO's were awarded to become Tailored Plans
- 1 of the 7- Cardinal Innovations, decided to merge with Vaya, so we will have 6 Tailored Plans
- Cardinal covered 20 counties, 11 of them decided to go to other MCO's besides Vaya, including Halifax county to Trillium, which occurred on December 1st 2021
- Bladen county requested to join Trillium from Eastpointe and that took effect on Feb. 1st 2022
- Original date to go live with the Tailored Plan was moved from July 1st, 2022 to December 1st 2022.



Behavioral Health I/DD Tailored Plan Regions



Note: This map shows the current status of the Behavioral Health I/DD Tailored Plan Regions as of the date of the meeting. The map is subject to change as the plan is implemented. The map is not intended to be used for any other purpose.



Medicaid Transformation Tailored Plan Continued

- We will have a readiness review late summer
- Dec. 1st 2022- Begin the Tailored Plan managing Severe Behavioral Health, Substance Use and I/DD population like we do today, but in addition managing individuals physical health
- We are contracting with a Pharmacy Benefits Manager to oversee contract with approximately 2000 pharmacies
- We are also going to be contracting with all Primary care agencies that serve individuals on Medicaid

Organizational Changes

- Leza Wainwright retired and Joy Futrell is our new CEO
- Richard Leissner moved to a new job, so Senitria Goodman is our new General Council
- Sue Ann Forrest is our new Director of Government Relations
- We have had to move staff because of the Tailored Plan requirements

Organizational changes continued:

Call Centers

- Pharmacy
- Provider
- Nurse
- Current Call Center

Care Management

- Whole Person Care

Disaster Response Unit

- Meeting with Emergency Management Departments
- Collection of Providers Disaster Response Plans
- Map to Readiness- before, during and after a Hurricane

Project Updates

- Naloxone kits
- Mobile Clinics
- Tribal Engagement
- Family Navigators
- Co-Responder Pilots
- CFAC adding a representative with TBI
- Healing Place in New Hanover



Consumers served in Beaufort County

Total Consumers served - 2,651

- Mental Health - 2,055
- Substance Use - 669
- I/DD - 257

Total is unduplicated, since a single individual may receive services in more than one category



Chairman Waters said you already answered my questions that I had this afternoon.

Mr. Alligood said I don't mean to put you on the spot, Mr. Peterson and I had a conversation this afternoon regarding some foster care decisions that the state is contemplating. He said can you take just a couple of minutes and brief the Board since you're here.

Mr. Peterson said so we understand that the state is going to be moving towards a state-wide agency to manage the foster care system. He said the two bidders that can put in for that are the five insurance companies that I mentioned to you and the six other LMNCO's. He said we are looking to have a letter of support because we would, and I'm not saying that we don't want to manage the entire state but we would prefer to manage just the people that we manage right now and keep it local, instead of statewide. He said so we're looking for County Manager's and Commissioners and folks to support that. He said we have a draft letter that I did send to Mr. Alligood for your review but we just think because of the local presence instead of having one company manage the entire foster care system across the state it may be better that way.

Mr. Alligood said Mr. Chairman, I did not, Mr. Peterson and I talked and I did not bring that letter for you all as an agenda item simply because that's not how we do our agenda but I did want him to at least express that to you so you all know he's asking County Manager's if they would write a letter of support so from my perspective I would agree with Trillium's stance in that if you look at taking the entire state of North Carolina and taking all foster care and putting it under one organization so someone in that organization is managing cases from Murphy to Manteo, to me it just sounds like a disaster in the making so personally, from my professional standpoint I would support us saying we don't think that's a good idea

and I wanted to bounce that off the Board so that I could write that letter and sign it in good conscience that I wasn't going against something that the Board thought differently.

Commissioner Richardson said I have a question that goes to that. He said there was supposedly a study that was done by some high-powered group of people who have much more knowledge than us commoners. He said what are the supposed benefits of going to a state supervised program.

Mr. Peterson said I won't be able to answer all of the benefits. He said I have heard from some folks that if it's one system then there's an accountability in one place for that system. He said there potentially, and I know the DSS's have DSS kids, foster kids, throughout the state and so that might be another benefit to that. He said I will say, and this is just me saying this, this isn't Trillium saying this, the closer to home the better.

Commissioner Richardson said along that line this is, again, this has, as we have heard in here, the elements of a disaster in the making as far as I'm concerned. He said I don't have a bit of problem voting with a letter of support saying don't do this, but I also think, in the interest of Beaufort County we should take a look at, with the head of DSS and talk with them, I think we should go to our legislatures and ask to be exempt from this law because this involves a lot of very personal things. He said it involves grandparents and parents and your children and my children. He said this thing hits really close to home, we don't need to be sending it to some bureaucrat in Raleigh so I'll make a motion saying we don't think this is a good idea, it shouldn't be done. He said I also think within that motion we should make a statement that we don't have a problem supporting Trillium going forward with this and I would also think we would need to consult the Social Services Director with a request from our elected officials in Raleigh that Beaufort County be exempted from this legislation. He said it may not go that way, but I just think having children close to home, what could possibly go wrong.

Commissioner Booth said what was the motion.

Commissioner Richardson said you don't think I can't repeat it.

Commissioner Booth said I didn't hear it.

Commissioner Richardson said well where have you been.

Commissioner Booth said you were off rattling on about bureaucrats and I forgot the motion.

Commissioner Richardson said you're a Commissioner you should paying attention to what's going on in here.

Commissioner Booth said I don't want to hear that bull about bureaucrats all the time.

Commissioner Richardson said well that is bureaucrats and that's the whole problem and why I'm opposed to this system is bureaucrats don't necessarily serve the public, they serve themselves. He said the motion is we support trillium in their going forward with the bid, that we think this is a bad idea and that we notify public officials we think it's a bad idea, we consult the DSS director with the idea of getting her input and input into petition to elected officials that Beaufort County be exempt from this.

Chairman Waters said Mr. Peterson, as you well know, most of the time during our planning sessions and budget this comes up and we're in the position where we have to send people outside of Beaufort County and they do go different places in the state but hopefully if it was done through someone like Trillium we could keep it within the 29 counties.

Mr. Peterson said I just want to make sure when you put that motion in you support Trillium going for the statewide bid but the proposal that I put before you was that we just keep it the same.

Commissioner Richardson said that's what I had in mind.

Commissioner Deatherage said so I can be clear on this we're going to ask that we just use Trillium and their catchment area, we ask the state of North Carolina for a more regional approach to this conundrum that you're having to deal with or we will have to deal with.

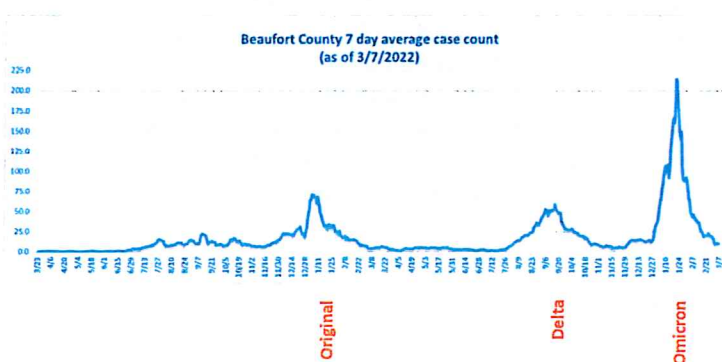
Commissioner Richardson said that's part of it.

Motion: Commissioner Richardson motioned to that the Board support Trillium with the bid but voice to the state officials that the Board thinks it's a bad idea and request that Beaufort County be exempt from the program. Commissioner Walker seconded. The vote was unanimous.

Covid-19 Update

Chairman Waters said I was looking at the report this afternoon and it looks very good.

Mr. Jim Madson said we're happy to see that. He said we are at 713 days since the first case in Beaufort County. He said March 24th will be two years, to put it in perspective. He then gave the following presentation:



Monday, March 7, 2022		
Tests conducted on Beaufort county residents (to date)	75,981	
Total cases (tested positive)	12,724	
Total hospitalizations that have occurred	453	3.6%
Total Deaths*	156	1.2%
Average age of deaths (years)	74.7	
Known active cases currently in the county	324	
Currently hospitalized	3	0.9%
Currently on a ventilator	1	
Total cases recovered	12,244	96.2%
Seven (7) day average case rate	10.0	
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)***	4,613	
Breakthrough (this data lags behind case count)	1,624	35%
Deaths* from long term care facilities	59	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

Risk for COVID-19 Infection, Hospitalization, and Death By Age Group

Updated Jan. 31, 2022 [View](#)

Rate compared to 18-29 years old ¹	0-4 years old	5-17 years old	18-29 years old	30-39 years old	40-49 years old	50-64 years old	65-74 years old	75-84 years old	85+ years old
Cases ²	<1x	1x	Reference group	1x	1x	1x	1x	1x	1x
Hospitalization ³	<1x	<1x	Reference group	2x	2x	4x	5x	8x	10x
Death ⁴	<1x	<1x	Reference group	4x	10x	25x	65x	140x	340x

COVID-19 Death Risk Ratio (RR) Increases as the Number of Comorbid Conditions Increases



Starting Points

- Trends are decreasing
- Vaccines and boosters are widely available and help protect against severe illness, hospitalization, and death
- Treatment is available for those at higher risk of severe disease
- Much of public has immunity
- Variants have less virulence
- Some countries have removed all mandates
- State/CDC starting to put out new guidance
- Some venues no longer requiring proof of vaccination or tests results
- Home testing

Testing

- Declining demand
- Mass testing is not always going to be available
- At-home kits becoming more available
- Diagnostic verses screening
- Some places will need to be more proactively testing



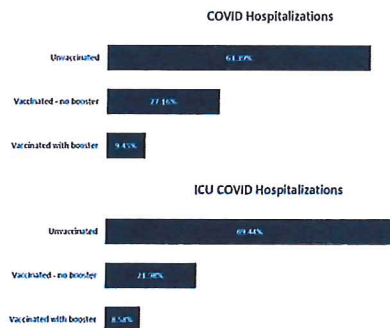
Case Investigation and Contact Tracing (CI/CT) Isolation and Quarantine (I&Q)

- Universal case investigations and contact tracing (CI/CT) is no longer useful to help stop community spread
- Isolation and quarantine guidance is closely linked to CI/CT
- Point of service operation
 - clinic, tests site, at home testing
 - I/Q (still recommended)
- BCHD will use CI/CT and I/Q for outbreak response

Vaccine Operations

- Demand is now low
- Available through many sources
 - BCHD
 - Most medical clinics (Vidant, AGAPE)
 - Pharmacies
 - Local
 - Chains (CVS, Walgreens, WalMart)
- BCHD moving towards regular clinic visit model

NC Hospitalization based on vaccine status (Feb 20-26) N=2003



Monday, March 7, 2022		Total
Beaufort County Population (NCSCHS)		47,079
Residents that are partially vaccinated against COVID-19		27,070 57.5%
Completed COVID-19 vaccine series (all vaccines)		25,443 54.0%
Received extra dose or has been given a booster		12,656
Population over 65 years of age (NCSCHS)		11,281
Over 65 that have received first dose of COVID-19 vaccine		10,762 95.4%
Over 65 that have completed series		10,339 91.6%
Adult Population (18 and older)		37,758
Partially vaccinated		25,663 68.0%
Fully vaccinated		24,230 64.2%
13-17 year olds vaccinated		3,295
Partially vaccinated		1,030 31.3%
Fully vaccinated		907 27.5%
5-11 year olds vaccinated		3,604
Partially vaccinated		377 10.5%
Fully vaccinated		306 8.9%

Public Education

- Like other diseases in our world, we must understand our risk and mitigate the risk
- Fear
- High Risk community
- Illness management
- Masks
- Requirements of venue/travel
- Availability of resources

Individuals

- Stay up to date on COVID19 vaccines and booster.
- Consider getting tested if you have symptoms or have been exposed to someone with COVID-19
- Stay away from others if you are sick or test positive (following isolation and quarantine guidance).
- Get treatment early if you are at risk for severe illness.
- Wear a mask if you want an added layer of protection.
- Wear a mask if you have a COVID infection or exposure.

High Risks Setting

- Provide vaccines and boosters to residents and staff.
- Provide testing to residents and staff.
- Connect those who are at high-risk for severe illness to treatment.
- Follow all CDC guidance.

Surveillance

- Case Counts – Not precise
- Positivity rates – highly reflective of confirmation tests, symptoms and contacts
- Testing numbers – at home influence
- Test avoidance
- Changes
 - CDC
 - State
 - Weekly



COVID-19 Community Levels – Use the Highest Level that Applies to Your Community

New COVID-19 Cases Per 100,000 people in the past 7 days	Indicators	Low	Medium	High
Fewer than 200	New COVID-19 admissions per 100,000 population (7-day total)	<10.0	10.0-19.9	≥20.0
	Percent of staffed inpatient beds occupied by COVID-19 patients (7-day average)	<10.0%	10.0-14.9%	≥15.0%
200 or more	New COVID-19 admissions per 100,000 population (7-day total)	NA	<10.0	≥10.0
	Percent of staffed inpatient beds occupied by COVID-19 patients (7-day average)	NA	<10.0%	≥10.0%

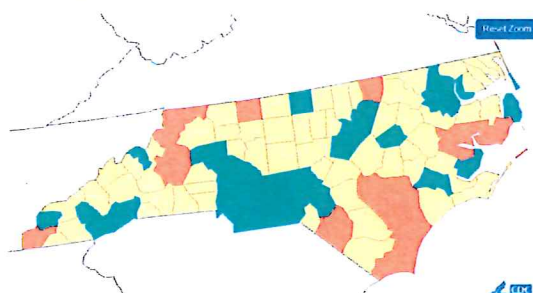
Surveillance

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 - CDC
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 - Weekly

U.S. COVID-19 Community Levels by County Map

Updated Mar. 3, 2022 Languages Print

Data provided by CDC
Updated: March 3, 2022



Monitoring Trends

- CDC Community level
- Wastewater trends
- CLI in Emergency Department
- Hospital admissions
- Case count trend
- Variant information

Reports / Updates

- EM reports to stop
- BCHD website to maintain data until summer (may simplify or tweak)
- Eventually, COVID reporting will become part of the annual Communicable Disease report given to the Board of Health.
- Trends will be monitored for surges or up-tics
- BOCC update

Mr. Madson said my question is do you all think we need this monthly, or can we move it to quarterly or do you want to maintain it monthly for a while.

Commissioner Booth said as long as it continues to trend like it is right now I don't have a problem with you presenting quarterly.

Commissioner Deatherage said I'd like for you to keep coming back and I'll tell you why, there's a lot of people out there who think this is a huge problem still because again, I'm talking that they were frightened to death and the mental health aspects of being reassured by you, you've given a lot of great information and I appreciate that but I will tell you this, just three to four weeks ago I was in Washington DC at a conference and they had mask monitors. He said if you didn't have a mask on they would come and talk to you. He said I wore my mask until I started eating and drinking. He said I found that if I ate and drank at a very slow rate I wouldn't have to wear that mask but if I did go to a restaurant I had to show proof of vaccination. He said to get into the conference I had to show proof of vaccination, to get into the hotel I had to show proof of vaccination, when I watched the president come out to do his speech and there was nobody around him he had a mask on. He said when he left he forgot to put it on again. He said what we have is two different worlds. He said you have the CDC with the political end, which is very important to them and then you have the science side which I think might be stepping to the fore and becoming equal with the political CDC. He said I'm not sure of that yet, but I think some people in Beaufort County will be reassured and have a better understanding of how things are really trending, I think it would be good for you to come back. He said if you could give those reassuring words as well, the mask mandates where you can't go to work anymore, you can't do this, you can't do that, you can't go outside, maybe they'll feel freer to go outside and live their life again and kind of shake off that authoritarian control that has been so important for the last two years.

Mr. Madson said I don't mind coming and entertaining you Commissioner Deatherage.

Vice-Chairman Langley said I think it would be better if you came quarterly but if this Board wants you to come monthly I say condense it.

Mr. Madson said this was just a one-time where there were a lot of changes. He said I hope I haven't been to long in the past.

Vice-Chairman Langley said the things that we say over and over again, if there's no change in them I really don't see a need to repeat those.

Mr. Madson said it's the will of the Board, I'll do whatever you want.

Commissioner Walker said I'm okay with a printout. He said your information is great, it really is, but if there's really no changes, like Commissioner Booth said then a printout is fine.

Mr. Madson said it's a virus so there will be changes but if it's anything drastic I'll notify you.

Chairman Waters said how about we leave it between you and the County Manager as to when you feel like it's appropriate to come back and give us an update. He said I'm not interested in sitting hear hearing a big political speech about what's going on in Washington, D.C. and other places.

Commissioner Rebholz said the problem is we allocated ten minutes; you took 35.

Chairman Waters said he didn't take 35, let's make that clear.

Commissioner Richardson said this is an important issue, make light of it if you want to but I don't have a problem with getting a report on it every month. He said I Want to hear what's going on in Washington, D.C. He said I'm a pretty broad-minded Commissioner, I can handle more than one thing at a time so I think you could give us a minimal report. He said maybe you wouldn't have to appear, you just submit something for the agenda and say, I don't think it's necessary, just one or two pages. He said that might solve the problem for everybody.

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

Chairman Waters said is it clear, you got it.

Mr. Madson said I'll re-watch it.

Commissioner Walker said I have one more question. He said what's the shelf life of the vaccine and when it goes bad do you send it back or do you dispose of it here.

Mr. Madson said we dispose of it here but sometimes it will get an extension of that shelf life.

Commissioner Walker said how long does it last.

Mr. Madson said I don't know the answer to that specifically. He said I know we haven't had any go out.

Commissioner Walker said so you haven't had to dispose of any yet.

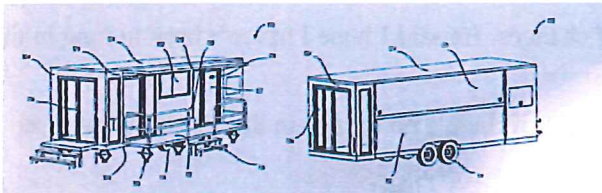
Mr. Madson said I don't want to say that without talking to my immunization nurse.

Commissioner Walker said you have a place to keep an ample supply.

Mr. Madson said we do.

Health Medical Mobile Unit Purchase

Mr. Madson said we are asking for this mobile trailer. He said when we were originally looking at this we were told that the CDC would not approve trailers however the state came back to us later and said yes, they will pay for it. He said we investigated a bunch of different ones, and this is the one we fell on. He said it is the Cadillac of trailers but it's all CDC money going into it, not County money.



Mr. Madson said it's nice for us to be able to use that to go to different locations. He said my guess is it will end up being used not just for Covid but for other things the Health Department will be doing in the future.

Commissioner Booth said I understand the CDC is going to pay for it and that's fine, I'm glad they are but who pays for the vehicle to tow it, do you already have it.

Mr. Madson said we already have it. He said I checked beforehand to make sure we could tow it with what we have.

Commissioner Booth said the tow package is already on it.

Mr. Madson said that's correct.

Commissioner Walker said even though the CDC is paying for it will the County have its own, like the County logo and colors.

Mr. Madson said yes, we call it Health Department skin. He said this was the only one they had right now.

Commissioner Richardson said how many other trailers do you have.

Mr. Madson said we don't have anything that could be used like the example.

Commissioner Richardson said no, how many other trailers do you have.

Mr. Madson said two.

Commissioner Richardson said two other trailers, look, I'm not going to vote for this. He said this is \$190,000, that's the big secret these guys have been keeping from you and yes, it's purchased with free money, they're giving you the money, it's free but what you need to look at is staffing this thing and all the projects that are going to be out there and the maintenance and the repair, the upkeep and on and on it goes. He said this is a thing, the guy just told you Covid is over with but we're buying a Covid trailer. He said isn't there something wrong in there. He said you could argue it can be used for other things, but I have a problem with the expansion and growth of government. He said it has been severe in the last four or five years. He said we've put on more people and more and more people and we're buying more trailers and more vehicles and on it goes. He said this has to stop somewhere. He said somebody gives you an elephant it's not free, you've got to feed it, you've got an expense so I'm not voting for this. He said this is another example of government getting to big and a toy that's free and so we have to buy it. He said no, I'm not voting for it.

Commissioner Booth said as long as they keep spending that money if we don't take it someone else will and we'll still be paying for it so go after it.

Commissioner Deatherage said I agree with Commissioner Richardson on this. He said it is my greatest desire, we have a huge red wave when you roll back a lot of the spending that has caused our inflation to reach 10% and is causing gas to go up to \$4.19 per gallon here in Beaufort County. He said we are directionalist at the federal level. He said just because it's free doesn't mean it's right, this is still our money. He said the CDC said don't do it, okay, now do it. He said the political side of the CDC or the science side of the CDC we never know who is going to show up. He said Mr. Madson I appreciate you, I think you're doing a great job and I hate to take away a tool but we're still hearing now, because the politics are bad, all of a sudden in the last month that hey, we're beating it, we've beaten it. He said now I don't know who to believe or what to believe so my idea is stop spending money if you don't know what to do. He said somebody else can have the money, I don't care at this point.

Motion: Commissioner Booth motioned to approve the purchase of the trailer and the budget reallocation. Vice-Chairman Langley seconded.

Yes Vote

Chairman Waters
Vice-Chairman Langley
Commissioner Booth
Commissioner Walker

No Vote

Commissioner Deatherage
Commissioner Rebholz

Commissioner Booth said Mr. Madson I've noticed you've been congratulated enough but I still think we should put this out there that Mr. Madson and his staff got an award at the Chamber banquet week. He said it was very deserving, and you've all done a remarkable job during this time, thank you.

See Addendum 2

2022 Board of Equalization and Review Dates

Mr. Lloyd Salter said just to explain real quick, as of last year we started doing one in the fall for personal property and I'd like to continue doing that this year but I'm not here for those dates. He said I'm here for the real property Board of Equalization and Review dates. He said we do this every year. He said I'm only giving you a small selection because the week before is actually Easter so what we had, tentatively, is the 25th and 26th with a back up date of the 27th and I do realize that's a Wednesday but it's only a back-up date in case something does happen.

Motion: Commissioner Rebholz motioned to approve the dates for the Equalization and Review Board. Commissioner Deatherage seconded. The vote was unanimous.

Public Hearing – Project Oak

Motion: Commissioner Rebholz motioned to open the public hearing. Vice-Chairman Langley seconded. The vote was unanimous.

Chairman Waters said at this time I'll ask if there is anyone here for public comment. He said we did not have anyone sign up.

No one asked to speak.

Motion: Commissioner Rebholz motioned to close the public hearing. Commissioner Booth seconded. The vote was unanimous.

Project Oak Economic Development Incentive

Mr. Martyn Johnson said I outlined, previously, last month what Project Oak was about so I'm not going to go through all that again but I've been working with staff and working with the attorney and the County Manager and County Assessor to work on this to get it into a format you could vote on it. He said I'm glad to say tonight that Project Oak, the North Carolina Department of Commerce and the City have all agreed on the requests of what we want them to do. He said those requests included that Project Oak has agreed to consider the investment of \$4.5 million dollars and create 50 jobs with average salaries of \$40,250. He said has agreed to return the land if the project does not go ahead. He said has agreed to return the cost of the land proportionate to investments not made or jobs created. He said has agreed to pay any administrative fees associated with the North Carolina Outstanding Building Renovation Grant. He said on their part the North Carolina Department of Commerce has agreed to extend the building renovation grant to Project Acorn for two years and has agreed to use the Project Oak jobs to achieve Project Acorns job goals. He said from the latest Mid-East Commission's numbers this is likely to be 11 of the jobs of Project Oak. He said the City of Washington has also agreed to let Beaufort County act as the agent for the City on the paperwork involved and the granting of the land to Project Oak. He said all of these agreements, obviously, have to be put into contractual form and necessary signatures received but at this date the project looks very sound and secure, I think, from the County's point of view. He said at this point I'd like to ask the Commissioners to vote to, that the company be allowed to sign the necessary documents and that the final versions be drawn up by the County Manager, County Attorney, County Assessor and myself and that you approve the granting of land to Project Oak plus the outstanding building renovation grant jobs be included in the total.

Commissioner Richardson said the return of the land is if they don't start the project within two years they're going to return the land.

Mr. Johnson said within three, yes.

Commissioner Richardson said within three years, which lot out there are we talking about.

Mr. Johnson said it's the one between INT and Oakridge Industries.

Commissioner Richardson said Oakridge is the one all the way on the end near Cherry Run.

Mr. Johnson said yes. He said it's on the left as you go around the corner.

Commissioner Richardson said the original project for rehabilitating that building, that's the building that's on Cherry Run Road right.

Mr. Johnson said that is the Oakridge building, yes.

Commissioner Richardson said but they've been in that building and they're manufacturing stuff in that building so what is the problem with the original grant.

Mr. Johnson said they expanded the building about, actually it's been about seven years ago now and through various economic calamities and workforce they haven't been able to achieve their goals so we've gradually extended it.

Commissioner Richardson said so you extended it because they couldn't get enough employees.

Mr. Johnson said right.

Commissioner Richardson said now Oakridge, is that an independent company, independent of the companies that are already here manufacturing filter devices or are they already a part of them.

Mr. Johnson said are they a part of an existing company in the County, is that what you're asking.

Commissioner Richardson said yes.

Mr. Johnson said yes.

Commissioner Richardson said they are, okay. He said I'm having a hard time figuring out what's going on and why this is going so slow in this particular case.

Mr. Johnson said it's moved relatively quickly. He said there has been some, as has been outlined here, some twists and turns we've had to organize for the company and the Department of Commerce. He said once this is voted on I think we'll move forward very quickly.

Commissioner Rebholz said on the bottom of 286 it says Project Oak Currently has an outstanding building renovation reuse grant in the amount of \$203,398 for which the company has to create 21 jobs at \$9,685 a piece.

Mr. Johnson said that would be the repayment of the grant. He said that's 21 into \$203,000. He said that's how much each job is worth if they don't create all of the jobs.

Motion: Vice-Chairman Langley motioned to approve moving forward with Project Oak as presented. Commissioner Rebholz seconded.

Yes Vote

Chairman Waters
Vice-Chairman Langley
Commissioner Booth
Commissioner Rebholz
Commissioner Richardson
Commissioner Walker

No Vote

Commissioner Deatherage

Mr. Johnson said this will actually be my last County Commissioner meeting here in Beaufort County. He said I'd like to thank you all for the privilege of allowing me to do this job for the last seven and a half years. He said I hope you feel you feel you've got your value out of me and I certainly have out of the County. He said I've enjoyed my time here tremendously

and made a lot of friends and it was a hard decision, and my son lives on the west coast and I'm going to follow him out there.

Chairman Waters said I think the first trip you and I took was out to the Voice of America site and you road me around and we went inside the building and into the bunker but we thank you for your service and we wish you the very best when you get on the west coast and I know it's a family decision and best of luck to you.

Budget Amendment – Water Department

Commissioner Richardson said do I understand that this is a program that would operate, essentially, like an app that a customer or the Beaufort County water system could get on and figure out how to manage their water bill.

Ms. Christina Smith said yes but it's clarification about how to manage their water bill. She said what it would allow customers that choose to could go in and set it up so that they would have a user name and access to their usage so that they would be able to see what did I use last May, how much am I using, what's the rate that I'm using and that type of thing so that they're able to go in and set up alarms that says if I use above a certain amount of water then they would be notified. She said our current customer service reps do that but it's a, you have to set a pretty large number because there's customers where there's one person living in the household our you could have customers where there's six people that live in the household. She said obviously their water usage varies greatly so we do not have the ability to go in and to set the parameters for the notifications based on that, but an individual person would have the ability to do that. She said for instance my previous neighbor was a widow who lived alone in her home so the number that our customer service reps contact customers and notify them that you need to go and look at your pipes, we're seeing a larger amount usage than what is typical or what is normal, go and check. She said they do that on a weekly basis but for instance Ms. Cox, she was having extremely high usage, but it would not have been high usage for a family of four, but it was for her, and she was not given that notification and when her daughter called that was a question her daughter asked, I thought you guys were notifying people if they had or are using an unusual amount of water. She said that's why it was not done. She said people would be able to go in and set that alarm for them.

Commissioner Richardson said the average water bill in Beaufort County is what, \$35.00 a month.

Ms. Smith said probably a little higher, between \$35.00 and \$40.00.

Commissioner Richardson said how many people do you think are going to sit up nights and worry about their water usage.

Ms. Smith said I hope none because I hope that they will go to the program and set this up so that they will receive an email so that they don't have to sit up because if they set up the account, you go in there one time, you set it up for your account and you set up the parameter you would like it to be and then you would receive the notification quicker. She said for us, our reports are run, I'm not sure if they're run once or twice a week and then the customer service reps have to do it so there's a multi-day delay before someone is notified of usage so there could be a very expensive leak. She said we have right-offs constantly about this.

Commissioner Richardson this is an incredible, we have right-off policy that we follow though, you're only going to write off once every three or four years or something.

Ms. Smith said three years.

Commissioner Richardson said this is a problem that is solved. He said it looks to me like we're beating a dead horse and providing an unusually high level of service that is only going to serve a very few people at a cost of \$15,000 a year and that would be a recurring cost, if I understand it.

Ms. Smith said it would be a cost of \$2.75 per person per year after the initial cost.

Commissioner Richardson said okay well, let's think about this for a minute. He said you've got a \$35.00 water bill or a \$38.00 water bill, \$2.75 is about 7% or 8% of the cost of their water. He said the economics do not justify this and the level of service is an incredibly high level of service that I just don't think the County should be providing. He said you can look at your water bill from one month to the next and in most places you can look in the yard ponding out there if you've got a land break. He said now the line behind the meter between the meter and the house belongs to the customer. He said here

we are taking on more customer responsibilities. He said this is like government, we're going to do more and more for you. He said I can't support this because it's a waste of money and it's a level of service that we don't need to provide and the people that maintain new water systems, they get nothing out of this but it's an expense on the County residents. He said I'm not going to vote for it.

Chairman Waters said it can be an excellent tool for someone who has a home here and lives in Raleigh or Dallas TX or some other part of the country that's not here during the winter months because they can put an alert on there and at the end of the day they can find out if they've got a water leak, a major water leak. He said we've got a lot of people in this County that have piers and they have water out at the very end and during the winter months it's very easy for them to freeze and nobody knows about it unless you've got something like the alert. He said it's just like setting your master card, it's just more professional service with the system that we have so I'm going to make a motion that we approve this expenditure.

Commissioner Booth said didn't you say it was up to the individual whether they wanted it or not, it was not a mandatory thing.

Ms. Smith said yes sir, and this is a service, when the decision was made for AMI meters it was included, this is the final stage of the project because we could not implement it until there was a 12-month history that people would have so they would have something to reference.

Commissioner Booth said didn't you tell us that when we put these new meters in with this thing with the 12-month period before we could do anything else. He said didn't you tell us that.

Ms. Smith said yes sir. She said I'm presenting you the option at the pleasure of the Board.

Commissioner Booth said those that don't want to spend this \$2.78 or whatever it is, that's their choice, is that correct.

Ms. Smith said no sir, it's included in our overhead, our annual overhead included in the project. She said these are the features that are available. She said I don't know what may be available in the future or at what cost.

Commissioner Booth said they still have a choice of whether they do or do not want it.

Ms. Smith said yes sir, they have a choice whether to go in and set up an account just like they do with an account if they chose to make payments with a debit or credit card. She said they would go in and make an account so that they could view their usage so it's a choice. She said we've seen, as our customer base is changing, especially after Covid, many people are choosing to interact with our customer service agents or the water department either via telephone or via phone apps and we're just giving them that availability, that option, that choice.

Commissioner Richardson said look, you're going to pay the \$2.75 whether you use the service or not, so it becomes a tax on the individual. He said number two, people are responsible for their own water systems once it's behind the meter. He said they can buy devices that will tell them if they have a high leakage rate or if a high amount of water is coming through their system. He said they can buy those things themselves and protect themselves. He said this is another great example of socialism at work, we're going to look after you, we're going to protect you, you're not going to have to do anything, just keep paying us the money. He said it's an unnecessary expense and it is definitely an unnecessary service so again, it's a waste of money, it's a throw away, it's growing government and making government bigger.

Motion: Chairman Waters motioned to approve the budget amendment. Vice-Chairman Langley seconded.

Yes Vote

Chairman Waters
Vice-Chairman Langley
Commissioner Booth
Commissioner Rebholz
Commissioner Walker

No Vote

Commissioner Deatherage
Commissioner Richardson

Request to Apply for Grant Funding

Ms. Smith said asset inventory and assessment grants were created by the Division of Water infrastructure, which is a division of the Department of Environmental Qualities to encourage water and wastewater utilities to become more viable and proactive in the management and financing of their systems, that's a mouthful. She said but again, the asset and inventory and assessment grant, for those of you that have been on the Board for a few years, that may ring a bell to you. She said we applied for these grants back in 2016 however we were not successful for it. She said again, the large amount of funding that is coming down from the federal government the division of Environmental quality is encouraging the systems to apply for these funds because of the smaller timeline the applications are due May2, 2022 for the spring funding rounds, that's why I'm bring this to you. She said I'm just asking for permission to apply for this grant funding. She said the asset inventory and assessment grants are exactly what they say. She said they give you funds to hire assistance to take inventory of your current system to look at the age or replacement, to give you additional information for your capital improvement plans, some systems use it for their GIS locating for their facilities, which we have already done so we would not utilize it for that, and also the assessment grants. She said I'll be honest with you while I stand here right now I'm not 100% of what would be the best use or the best application to the state because we have a lot of different needs but the amount of these grants are limited so we would want to ask for a project that we would be able to successfully complete with the grant funds that were given to us. She said right now I'm leaning towards, if we receive approval for it, it's called an AWIA Emergency Response Plan. She said the AWIA is the American Water Infrastructure Act that was passed by the federal government, I believe last fiscal year, which has quite a few different requirements that water systems have to go through and fulfill, the first of which was updating, not updating but creating a new emergency response plan that was in compliance with the guidelines that the federal government gave us. She said so even though we have an existing emergency response plan we had to go in and revise it due to the federal government requirements. She said one of the things in the AWIA response plan that they are really putting a lot of emphasis on is security. She said security of the physical infrastructure sites as well as security of any computer systems that are utilized for water treatment so that is what I'm currently thinking that our grants will be angled towards as far as how was the best means for us to provide additional security measures for our infrastructure.

Motion: Vice-Chairman Langley motioned to approve applying for the grant. Commissioner Booth seconded.

Yes Vote

Chairman Waters
Vice-Chairman Langley
Commissioner Booth
Commissioner Rebholz
Commissioner Walker

No Vote

Commissioner Deatherage
Commissioner Richardson

See Addendum 3

Approval of Professional Services

Mr. Overman said you may recall during the Commissioner's retreat, back at the end of January, Mr. Vance Moore with Garrett & Moore came to give a presentation for solid waste mega-site planning and at that point the Board asked Mr. Moore to prepare a proposal to proceed with conceptual planning and everything regarding those sites. He said again, one on the north side and one on the south side. He said this has been repeater many times. He said we attached the task order document from Garrett & Moore that details the required actions from conceptual planning all the way through the end of construction of two sites. He said that is what we asked them to provide and that is what we attached for you all to review. He said staff prefers, as part of this agreement, to utilize the services of Garrett & Moore throughout the whole process instead of switching who we use at certain points. He said Garrett & Moore does the conceptual plan, engineering firm #2 does the drawing and construction assistance from somebody else, we prefer to use one entity. He said it helps with continuity throughout the whole project. He said however our recommendation is based on the fact that funding previously approved for this operating budget is available to cover tasks one through three. He said if funding is available through other means, whether it's ARPA funds, general funds, etcetera, then our recommendation would be to approve funding through construction with Garrett & Moore. He said as I said, no additional funding is required to approve task one, conceptual site plan, task two, site selection and task three, property acquisition assistance, which totals up to approximately \$48,000 and there's approximately \$50,000 available previously approved for engineering in the fiscal year 2022 budget.

He said again, tasks orders 4 through 22 can be approved once a funding source has been determined so my recommendation is to approve tasks one, two and three of the Garrett & Moore task order.

Chairman Waters said the only difference, if I understand it correctly is the one on the southside will have a separate fenced in area for storm debris.

Mr. Overman said that's correct, that has been discussed, as well as possibly size difference. He said we anticipate more space for containers and offerings on the northside than on the southside.

Chairman Waters said Hawkins Beach will be used for storm debris on the northside, continue to be.

Mr. Overman said that's correct, that's the plan.

Commissioner Richardson said what's the total of all these various jobs. He said I didn't see a total or anything.

Mr. Overman said the total is, if you look on the spreadsheet at the end.

Commissioner Richardson said \$525,000.

Mr. Overman said yes. He said this is Garrett & Moore and all sub-consultants they would need for this.

Commissioner Richardson said each of the items in this agreement, is this a contract or is this an agreement.

Mr. Overman said we're technically calling it an agreement. He said if we sign it we're contracting with them.

Commissioner Richardson said each item would come to the Commissioners for approval before going forward.

Mr. Overman said if that's who you all wished to proceed.

Commissioner Richardson said that's how I would want to do it.

Mr. Overman said we would, I can see us doing like this where we would lump certain tasks together instead of doing task by task.

Commissioner Deatherage said so if we agree upon this, we have an agreement in principal to go forward with these people yet they will bring back specific parts and components of this agreement as we find out what we need, we may change as we find as Commissioners things we agree with, am I right.

Mr. Overman said yes. He said what I'm sensing you're asking is you will receive a conceptual plan before you want them to proceed with property acquisition.

Commissioner Deatherage said yes, there's a lot of tentative plans. He said we may decide to do things differently in between here and there as we discover better ways to do what needs to be done. He said we may have questions.

Mr. Overman said that is correct and one other thing I do want to mention is in developing the proposal Mr. Moore had to make several assumptions regarding their pricings so as things change throughout the process some of that could change incrementally.

Commissioner Booth said his consultant fee can't change, can it.

Mr. Overman said it's all based on the task.

Commissioner Booth said that's the part that, I mean I know once you start digging and creating you never know what you're going to get in to but once you take the job for a certain amount of money I think that's where we're going to be, I mean, it's a gentlemen's agreement. He said I didn't charge you enough, and then he changes it.

Mr. Overman said I'm looking for a specific example here but like site selection, the engineer will help provide the top 3 choices on the north side and the south side and if one of those choices doesn't work out and he has to go to a fourth or fifth option then there might be additional costs with those changes.

Commissioner Richardson said I think it's to our advantage to have this as an agreement. He said then you can come back and ask for specific funding for each part of it and you have a chance to control those costs but if you make it into a contract it's a whole different ballgame.

Commissioner Booth said the reason I ask that is because these things can change and I understand we could look at a site that we can't use, I understand that part, but I was wondering if he's our consultant could he come in and say I didn't charge you enough but if he's going to come back and present all that to us I don't have a problem with that.

Commissioner Richardson said I can tell you this, from a budget standpoint, I do a lot of this work, these numbers are all very high, so I don't think you have to worry about coming back and asking for more money.

Commissioner Deatherage said I've got something to say, I think it's going to be incumbent upon the Commissioners to lend direction to the consultant and let him know what we want and to continually let him know what we want, as that may change as we go forward so can't let him go out there blind, he has to have direction and that will keep our costs down, don't you think Commissioner Richardson.

Commissioner Richardson said he's very knowledgeable of our system, he's already shown us that, in front of us so he knows what he's doing so I don't have a problem with doing this the way we're doing it.

Chairman Waters said the way I read it there's three phases and we're going to have a chance to have input. He said he's coming back to us with three locations.

Mr. Overman said right, and you'll see conceptual plans, he was showing us the other day on a Teams Chat where they have 3-d models of a collection site they've designed for right outside Aberdeen. He said so you're going to see things presented, you're going to have the opportunity to make comments and suggestions. He said it won't be something where he's going to have these and proceed without anyone knowing.

Commissioner Deatherage said so he's going to be presenting models but not sites to begin with.

Mr. Overman said right, the first task is conceptual plans.

Commissioner Rebholz said how does this fit into our purchasing policy. He said I'm fully supportive of what we're doing.

Mr. Alligood said it's a professional service.

Ms. Radcliffe said it's exempt.

Commissioner Rebholz said okay.

Motion: Commissioner Rebholz motioned to approve hiring Garrett & Moore and moving forward with tasks 1, 2, and 3. Commissioner Booth seconded. The vote was unanimous.

See Addendum 4

Solid Waste Ordinance Update

Mr. Overman said Commissioner Deatherage requested an update on the solid waste ordinance update that we're currently working on. He said we have completed a draft copy of our proposed ordinance and we have sent that to the County Attorney, Public Services Management and Mr. Moore. He said we felt that having all the different parties associated with what's going on take a first look at it before we present it to the Board as a whole and that was part of Mr. Moore's first task with us is helping us with the ordinance. He said that's why he's included in that as well. He said some of the objectives of this ordinance I hit on last time we talked about it. He said clarifying the annual fee definition and details regarding how that is assessed. He said the ordinance will address storage, transportation, collection and disposal of solid waste. He said it will address use of our account at the reverse bulk transfer station, who is billed to our County account and what regulations they need to follow as well as penalties for littering, illegal dumping, burning and scavenging and other items that are deemed necessary for moving forward as well. He said during the February meeting there was discussion of littering and what we did was we included a snapshot of what language we've put in the draft regarding that topic. He said you can see there are items in there talking about accumulating solid waste on your property, dumping along a street or a highway.

He said it talks about storage of waste being covered, excuse me, transportation being covered properly or we've also included strapped properly because there's some you wouldn't cover. He said then talking about leaving waste at a solid waste site that was closed because we've had incidents like that as well. He said items like that are included and that is a very brief snapshot of what we've drafted up and we anticipate bringing that to you for the April meeting.

Commissioner Richardson said this is not all the language right.

Mr. Overman said no, this is just a section of probably ten.

Chairman Waters said this is just an update. He said are you aware that our remote camera was shot at Beach Ridge.

Mr. Overman said I am not.

Chairman Waters said I went to the site yesterday and that was the first thing Michael Bell showed me.

Mr. Overman said okay, I was not aware of that.

Chairman Waters said so in certain areas we might have to build some kind of cage around it at least to cover 180 degrees or something like that.

Commissioner Richardson said you mean they actually shot it.

Chairman Waters said actually shot with a rifle.

Commissioner Richardson said maybe we need two cameras.

Commissioner Rebholz said why wouldn't Republic notify you of that.

Mr. Overman said that's a very good question.

Ms. Smith said we will ask that in about ten minutes.

Chairman Waters said I can't verify this but he also said he understood from the one at 5-Points that one was taken out so you may want to ask about 5-Points. He said this is in my neck of the woods.

Mr. Overman said I appreciate you passing that along and we will certainly see what we can find out. He said are there any more questions.

Commissioner Deatherage said keep it strict, keep it tough, make it work.

See Addendum 5

Finance Report

Ms. Radcliffe said you have before you the handout and I'm going to be brief. She said a lot of this is information that I shared with you last month. She said for example the first page you have there is the 2021 tax levy, excluding vehicles and this is straight out of the Farragut system so you can see when we sent bills out back in August we billed the \$34.594 million was the actual 2021 levy billing and if we assume the same collection rate as we had last year, which is 98.22% then I'm estimating our 2021 levy collection revenue will be the \$33.978 million. She said you can see that compared to the budgeted amount of \$33.750 million gives us a surplus of \$227,000. She said tax collections look great. She said moving on to sales tax.

Sales Tax Distributions							Increase/Decrease
Sales Month	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	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	792,899.77	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	777,598.60	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	1,243,601.18	19%
January	630,087.18	646,138.74	740,157.36	788,529.34	933,183.36		
February	658,948.75	606,233.88	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	815,681.04	880,628.58	863,478.38	1,062,286.33	1,130,859.40		
Totals	\$ 8,621,314.53	\$ 9,022,107.73	\$ 9,779,294.33	\$ 10,232,655.38	\$ 11,668,894.32	\$ 6,226,017.76	
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%			

She said so we hit another all time high ever. She said the December sales, which of course are our Christmas sales so we would expect it to be high to begin with but they were \$1,243,601. She said that is 19% up from the same time last year, which is just exceptional and really unexplainable in my opinion. She said so that was pretty much the way it was statewide. She said statewide sales tax was up 17% so we outperformed the state by a couple percent there.

Budgeted Sales Tax Revenue

\$ 10,725,500.00 FY 21/22 Budgeted

\$ 12,452,035.52 6 month's Annualized

\$ 1,726,535.52 Current Surplus

She said if you look over to the right from the \$12,452,000 there we'd be taking what we collected the first 6th months this fiscal year and annualizing that and that allows us to come up with an estimate, as long as we continue to perform as we have been, and when we compare that to what we've budgeted you'll see we're running a \$1.7 million surplus in sales tax. She said next you'll see the general fund expenditures. She said I have spent most of the day reviewing these, nothing exceptional to speak about. She said you can look at the second page, we would expect to be at about 66.67% as we are 8 months into the fiscal year, and you can see we're at 64.1%. She said that's normal, we normally do run a couple percent below budget.

Chairman Waters said your budgeted number on that first page, you were only off \$227,000, am I reading that right.

Ms. Radcliffe said yes, that's what I'm estimating. She said less than 1/10th of 1%.

Chairman Waters said that's a good job to be that close.

NCDPS Grant Award

Ms. Smith said as a part of the states biennial budget, it included \$7.5 million of non-recurring funds for 89 Sheriff's Offices within the state where their counties have a population of less than 210,000 people, and of course Beaufort County is one of those 89 Sheriff's Offices, so we are set to receive \$84,269.66 from the North Carolina Department of Public Safety. She said these funds have to be spent above and beyond the Sheriff's Office already budget local funding, and it has to be set aside in a special grant project fund. She said so you have the grant agreement before you on page 318. She said you have the special grant project ordinance on page 324 where we are recognizing the grant revenue and in speaking with the Chief Deputy he would like to use the funding for equipment purchases and I'm sure he will be happy to explain exactly what that is if you need an explanation on that. She said so I am asking that accept the grant award and also adopt the grant ordinance on page 324.

Commissioner Richardson said I move that we accept the grant award with the provision that the Commissioners approve of the purchase before the purchase order is written.

Chairman Waters said Chief Deputy Rose, do you already have in mind what you're going to purchase.

Chief Deputy Rose said this is actually a quick hitter on information that we received on the timing of getting the funds until now. He said it's been about 4 or 5 weeks from getting the email, getting the paperwork right with the state, getting the information and actually getting the money dropped into the account so we've been working on, tentatively on what types of equipment, and I say equipment because any time there's been, and there's only been a couple of times since I've been here that something like this has occurred but unless something changes or unless the Sheriff says otherwise, anytime we get funds like this I want us to purchase something we can show. He said so if somebody comes and asks what did you purchase with the funds, right, let us show you. He said so we went back over the last couple of budgets that we had and looked at equipment items that our investigators and patrol have put forward that got cut off the list before we got to the point of putting it on the budget to present to you guys. He said so some of its equipment that's at the top of the list for crime scene investigation, a computer and equipment programs that would do laser renderings so we don't have to do the old measurements and drawings that go along with it that we've needed for a handful of years that we just couldn't prioritize that expense. He said the investigators have been trying to push for a drone for search and rescue operations, drug eradications, things of that nature. He said that's really inexpensive but once again I've cut that off of our budget for the last couple of years, that's been talked about and then the idea that goes along with the search and rescue piece would be a type vehicle, whether it's an ATV or a side-by-side that goes along with the search and rescue stuff. He said if we've got, an example that I have is if we've got four or five people that over the last five or six years that people who came to the area, are not from the area, that whether it was intentional or by accident got lost in the Dismal and we're out there searching for a needle in a stack of needles and we would have to get equipment and resources from other places that we would have to wait for, in some cases, hours or even days that now might be the time to look at that since we normally wouldn't look at that in our budget. He said that's what I have for now.

Chairman Waters said so if you win the grant you will come back and share what you're plans were.

Chief Deputy Rose said it's my understanding the funds are there.

Ms. Radcliffe said the way I, per the grant agreement, we can budget it as just equipment purchases but if it's the Boards wishes that we have it broken down in more detail and come before the Board we can certainly do that.

Commissioner Richardson said well the motion is it comes before the Board before the purchase order is cut.

Chief Deputy Rose said so I would almost say it sounds like we're doing a capital purchase over the \$30,000 we get all our ducks in a row, we go over to finance and come to you for approval before it's signed off, I don't have a problem with that. He said we're not going to bring forth anything that is foolishness.

Commissioner Walker said I think it's good business.

Commissioner Deatherage said I have a question; you guys don't have a drone.

Chief Deputy Rose said we do not.

Commissioner Deatherage said what kind are you looking to get.

Chief Deputy Rose said what we have looked at is systems the highway patrol uses for traffic crashes reconstruction. He said there's a system that New Bern Police Department uses that is similar to theirs but has the ability of the infrared and it also has the ability of, actually, facial recognition, which is interesting. He said the people at Nutrien uses drones, the Aurora Fire Department uses drones, there's a lot out there. He said I think a lot of times we have to wait and when we have to wait the technology is there, but we have to wait for the price point to be right and I think it's pretty right for now.

Commissioner Deatherage said I would think so. He said are you going to get just one drone.

Chief Deputy Rose said I would say to start out. He said we don't have a lot of folks that we can really have as operators so right now the plan would be that the drone would actually be assigned to a deputy that's in investigations, we would have two or three people that we would send to the FAA schools and to the training to use the equipment and then for call-out purposes it would be just like a referral that we already have for investigators. He said one comes up, we'll send a person with the equipment and do what we can and do what we have to do.

Commissioner Deatherage said how much do these drone's cost.

Chief Deputy Rose said really not that bad. He said the whole unit that were looking at, including training, is about \$25,000, and that's with the hands-on training.

Commissioner Deatherage said I would think a lot of that is training. He said is it a big drone.

Chief Deputy Rose said it's a really not that bad. He said the cost is going to come with the equipment that's going to be attached, the camera's, computer software and the thing with me is I'm never going to touch it because I don't want to be the one that would break it but it's going to have all the safeguards in place. He said you hit a button and it comes back to you, when it starts to get low battery it comes back to you, so I don't have to come back to you and say we lost the drone.

Commissioner Rebholz said just for reference, I think two weeks ago Pitt County found a six-year-old kid that had run away from home, five miles away from home, with their drone.

Chief Deputy Rose said we've used drones in search and rescue they just haven't been our drones and the thing is sometimes that first couple of hours is the most important hours and if you're having to wait two, three, four or six hours then it's just nice to have it with minimal delay.

Motion: Commissioner Richardson motioned to approve receiving the grant and the budget ordinance with the provision that the Commissioners give approval before purchase orders are written. Commissioner Deatherage seconded. The vote was unanimous.

See Addendum 6

American Rescue Plan Update

Mr. Brian Alligood said this is just a brief update on the American Rescue Plan. He said as you may recall or may remember on January 6th of this year Treasury released their final rule on uses of the funds that had been under the interim rule to receive comments. He said they have now released their final rule. He said the good thing about the final rule, that we believe, is that they allowed you to claim up to a \$10 million revenue loss allowance or you could use their formula to determine what your revenue loss was so the question there became well what if I didn't have revenue loss so I raised my hand and asked that in a meeting, I said I'm going to ask the stupid question in the room, do I still get to take the \$10 million in revenue loss allowance if I didn't have any revenue loss and the answer was yes you can, you just take it as a revenue loss, you can take up to \$10 million. He said so there are some jurisdictions that didn't even get \$10 million and they'll be able to take every bit of that money and use it as an offset so in that vein what we would recommend to you, and I'm not asking you to take any action on it tonight I'm just updating you on it, our belief, and based on additional comment from folks at the state and their grant programs related to broadband is that the easiest way for us to do that is to claim revenue reimbursement, revenue loss on those and then we can take those funds and use them for, to offset your existing costs. He said the challenge about this is even if it's considered a revenue offset, if you say we're taking the revenue offset then you have to still comply with the federal regulations. He said the only way to get out of that is to say we're using those to reimburse ourselves for some cost where we can use it. He said so personnel, you remember under the CARES Act, we went in and the cleanest and easiest way to do that was to reimburse ourselves for public safety salaries and in doing that it back filled and moved that money out so that it now went into your general fund, your fund balance. He said so you could use it for anything then, you cleared the hurdle of saying I've reimbursed it for things the federal government said I can so what we would recommend to you going forward is that we take about, the \$5.11 million and claim that under our \$10 million revenue offset. He said although we didn't have any revenue loss we can claim we had \$5.11 million in revenue loss. He said then we would ask you to take that money, it's over several years and of course we've got about a \$14 or \$15 million dollar payroll, so we can apply that to our payroll and say we are using those funds to offset, which is legal under the rule to offset those salaries for public safety. He said that then takes that \$5.11 million and drops it into your fund balance, in which you could do whatever you want to with it because you have cleared the hurdle of meeting the rules under the federal government. He said now, the exception to that is the \$4 million you've set aside for broadband. He said the state said, and the issue the government is telling us is do not pull that out, keep that under the requirement for broadband because you will recall the state has some grant programs in place and if you use your money, if you use the federal money and do it on your own you can't have access to those grants so what they've said is if you're going to do broadband, which you've all set aside \$4 million for that, don't take it out and use it as a revenue loss, keep it under the broadband piece

because that piece is very wide, very broad and it allows you to chase after additional grants to match up against it. He said in general that's the piece, it's really good news. He said it helps us get it really clean and allows you to be able to do some things that would not necessarily fit into the categories.

Chairman Waters said it also really extends the date, the expiration date.

Mr. Alligood said yes sir, it does because there are some pretty tight timeframes on some of the things, which we still anticipate under the broadband piece that it's going to be extended. He said once folks see, I mean obviously there's lots of supply chain issues right now and once everyone starts going after fiber and starts going after those things it's going to take time to get those done so we anticipate an extension. He said there was an extension under the CARES Act at the last minute. He said I think this one will be telegraphed a lot quicker than the last week or two but yes it does, it eliminates that requirement that you spend it in a limited amount of time. He said it just rolls to your fund balance and then you have the ability to do with it as you want to because it's an offset.

See Addendum 7

Broadband Update

Mr. Alligood said I'm actually going to defer to Commissioner Rebholz on this one. He said it's listed as my item. He said the information that you have on page 329 and 330 was actually written up by Commissioner Rebholz in relating what we know and what we don't know about broadband, so I'll defer to you to explain or answer any questions about broadband.

Commissioner Rebholz said you can all read through this and I'm going to take you through this but there is a lot of money that is still coming. He said we don't know what the rules are going to be on a lot of that. He said there are two different grant programs right now that are on the docket, if you will, as soon as they finalize it. He said one is going to be called CAB, and it's going to be \$400 million but they haven't written the rules yet and behind that comes another one from the federal government which, nationwide, is \$42 billion, and we don't know the rules on that one. He said the problem we have right now in trying to get enough information out and make a decision is the current grant program requires that the suppliers, the providers apply for the grant, not the County, they apply. He said we have not gotten yet a final version of any application from any of them. He said the deadline is the end of the month so we may need, if we get something we may need for us to get together for this proposal and make a decision on whether you want to go forward with it. He said the one that we did see included, which was CenturyLink, did not go to Aurora, which is one of the big, which is the big area that is absent and Charter said they were going to, who already has been awarded the southside, although they've already walked away from some other ones already, they have not gotten back to us either, they said they would have it for this meeting. He said then we have, waiting in the weeds, well not in the weeds but waiting to come forward with their type of a proposal although they're looking at one of the grants that has not yet been approved for the funding mechanism. He said so you can read through that and if you've got any questions ask me but it goes into some of the details on how you get awarded. He said but there's a lot we don't know to make a good decision right now.

Chairman Waters said I think on #6 under don't know, one of the big ones, we don't have good maps and they're in the process of supposedly doing better maps.

Commissioner Rebholz said CenturyLink says they've got pretty good maps.

Mr. Alligood said if you will recall, the way the federal government currently looks at broadband penetration is they look by census track so if one house in the census track can receive it, it lights up the entire block and they've changed that. He said I think we did a presentation a while ago about, they've moved to what they call a fabric method, which you have to geo-locate each point where you will provide the service and you have to provide that service within 10 days of being asked to provide that service without any additional cost, without any additional cost like putting in a main line to a customer so it's going to be a lot better information to see where it's available and where it's not available. He said that's supposed to happen in the fall.

Commissioner Rebholz said an example of what we're talking about is when we talked to CenturyLink they said they could get to 2,500 homes that were underserved by the definition. He said RiverStreet said there aren't any.

Mr. Alligood said so the difference in that is the Federal Government said we're going to go out there, you remember RDOF, the Rural Digital Opportunity Fund that everybody was bidding on, the federal government said we have the maps

and we're going to show you everywhere there is less than 25/3 service and we're going to put that out for bid so supposedly when RDOF was awarded that took care of everybody who had less than 25/3 service but we don't know.

Chairman Waters said one of the points you made was the Great Grants are due by April 4th so if we get one of these players to come in with a proposal we may have to have a called meeting to take a look at it.

Mr. Alligood said so the piece of that is, and I think it would be incumbent upon the Board is to say if there are providers who want to do that, because obviously they're going to be asking you for some of your money to match against them and help them do that. He said obviously you would want to look at that proposal and if you had competing proposals you would want to look at it and make the best decision based on the money you had and how many people it served. He said so that's why it may be a short notice.

Commissioner Rebholz said we're just in a waiting game right now.

See Addendum 8

Strategic Plan Update

Mr. Alligood said you will recall two meetings ago, well at the retreat you had Neil Emory come in and talk to you about the strategic plan and provide information for you and say essentially now is the next step. He said you discussed it a little bit, briefly at the last meeting. He said what I am hoping to receive from the Board tonight is direction on whether you are going to move forward with that or not. He said I had a conversation with Kevin Leonard today, who is the executive director of the Association and I said so I'm going to be asked the question tonight if I ask the Board to move forward with this how much is it going to cost. He said it's a legitimate question, how much are you going to charge us and he said at this time there is no cost so I'm bringing forward to you a request to tell me whether you want to move forward with a strategic planning process with this Board for the future of the County that can be provided by the Association of County Commissioners at no cost.

Commissioner Rebholz said I think it's important again, as we said before, that we've got to have a roadmap to our future. He said otherwise we're wandering all over the place and nothing, and we're not accomplishing things for the people of this County.

Commissioner Richardson said with all due respect Commissioner Rebholz, we got here without a roadmap, and we've come a long way and done a lot of things.

Commissioner Rebholz said we've lost 1,800 jobs in the last ten years and 3,000 people.

Commissioner Richardson said was that the Commissioners fault.

Commissioner Rebholz said it could be.

Commissioner Richardson said you think it is. He said you have a very liberal view of government. He said I don't know why we need a strategic plan with all the money being dumped on us solving every problem that anybody could ever conceive of. He said why do we need a strategic plan.

Commissioner Rebholz said so you know where to put the money you're receiving and what to spend it on. He said there's all kinds of needs, for example, you're talking, we were just talking about the water system and looking at it and what the future needs were going to be and what the future costs could be down the road. He said if you don't know all that information you're not going to be ready when it happens.

Commissioner Richardson said let's talk about some of those needs. He said nobody wants to talk about a better library system in the County, there's a couple of other things that couldn't be funded with these funds that now, apparently, can be funded with these funds so I think maybe at the next Commissioners meeting we need to go back and plow that ground over again.

Commissioner Rebholz said I think that's what Mr. Alligood is suggesting we do with the almost \$2 million but that's got nothing to do with the strategic plan. He said if you had a strategic plan you'd already know what to do.

Commissioner Walker said I always find it interesting that you plan, and the Putin attacks the Ukraine and the plan goes out the window because gas is suddenly \$10.00 per gallon and nothing works but the plan, to have a plan is fine.

Chairman Wates said last week we had the honor of being at the ECU honors program, whatever it was, and economic development was #1. He said Mr. Alligood was there, Commissioner Rebholz was there, Commissioner Booth was there, and this was one of the things that we're competing with in other counties. He said people that do have a plan, they know who they want to attract and how they can create jobs, so it comes with a plan and being unified in whether you want to be a boat builder, niche market industry, air filtration, drones was mentioned so that all comes with having some guidance and sitting in a room and trying to say where you want Beaufort County to go in the future so I'm going to vote for it because it's very important.

Commissioner Richardson said well you know all those years that I've been in industry with people saying stay away from government, they're your enemy, and now that I'm over in government and I hear people in government telling me the government was running things all the time and they're supposed to be making all these decisions for us in the future is scary and the public needs to wake up.

Chairman Waters said one of the things he talked about in the meeting was having a private-public partnership which means that the leaders, which is our group right here, along with business leaders and the school system and the community college all try to have the same vision and work in that direction because the thing we keep hearing over and over again is skills, workforce development and we're part of that whether we want to be or not. He said if we're going to be successful we've got to be on the front line.

Vice-Chairman Langley said one of the things we all have to realize is if you plan to build a house what do you do, plan. He said if you decide to improve on anything what do you do, plan. He said you cannot accomplish anything without planning. He said it even comes down to your normal household budget, you plan your household budget, so it is extremely important that you have a plan and that's what we need.

Commissioner Richardson said well government has assumed the right to do this planning for us for our future without our permission. He said you need to keep that in mind. He said the Board also needs to keep in mind that government-private partnerships are a form of fascism.

Commissioner Deatherage said the government-private partnership, is this like the NGO thing.

Commissioner Booth said no.

Commissioner Deatherage said well what is it.

Commissioner Rebholz said it's where you share a goal, you share resources to make I happen.

Commissioner Deatherage said share resources, where do those resources come from.

Commissioner Rebholz said that's part of the plan.

Commissioner Deatherage said we pay money to get a plan and then that plan tells us how to further tax the people of our area to achieve the goals of bureaucrats and the NGO and the money is funneled through that private-public partnership.

Commissioner Rebholz said oh come on, you put together a budget, never mind.

Motion: Commissioner Rebholz motioned to approve. Commissioner Booth seconded.

Yes Vote

Chairman Waters
Vice-Chairman Langley
Commissioner Booth
Commissioner Rebholz
Commissioner Walker

No Vote

Commissioner Deatherage
Commissioner Richardson

Red Wolf Resolution

Mr. Alligood said at the last board meeting you asked that we bring back to you a resolution regarding the red wolf program, the reintroduction program. He said this is a resolution that has been modified, it was originally a resolution, if you'll look at the very last whereas, on January 29, 2015, the North Carolina Wildlife Resources Commission put together a resolution asking these same kinds of things, that's why it's really kind of technical in some of those things where it talks about taxinomitry and genomes and all those things relating to the wolves. He said so I took the liberty, in fact I actually called the executive direction, that has changed since this resolution was put in place by the Wildlife Resource Commission, and he said their resolution was still in place, it had not been changed and it had not been rescinded. He said so I took their resolution and added a couple of items to it that I had heard the Board express some concerns about. He said the majority of it is still what the Wildlife Resources Commission said. He said I did add the item in there about the pushing towards private lands with the "Pray for the Pack" program that they're doing where they're actually paying landowners to improve their property so they will provide additional food for wolves. He said so if you help improve your property so there will be lots of rabbits and quail and those kinds of things that attract red wolves and help them survive then they'll help you pay for it and do some things. He said they had also put in there that there had been some concerns expressed by some individuals who had come into contact with hybrids that they were more aggressive than the regular coyotes or the red wolves themselves, that when they crossed and had hybrids they were a bit more aggressive and then there were some concerns about continuing to push into private lands and increasing the human/wolf contact, that would not be right. He said so as you see, I'm not going to read the whole resolution, you can certainly do that but just want to tell you the last resolves. He said so that is that the Beaufort County Commissioners request that the US Fish and Wildlife Service:

- declare in federal rules that the red wolf is extinct in the wild in North Carolina,
- terminate the Red Wolf Reintroduction Program for free-ranging red wolves in North Carolina,
- repeal all federal rules describing, delineating, and designating conditions for red wolf restoration in North Carolina,
- designate all wild canids other than foxes on the Albemarle Peninsula as coyotes or coyote-hybrids,
- designate that no federal-trust canids exist on the Albemarle Peninsula,
- designate that all wild canids on the Albemarle Peninsula are state-trust resources under the jurisdiction of the North Carolina Wildlife Resources Commission, and
- remove all existing radio collared wolves from the Red Wolf (*Canis rufus*) Non-Essential Experimental Population Area.

Mr. Alligood said so that is the resolution that was put together at your direction and we're happy to take your direction on either approving that, making changes, and if you approve it how you would like for it to be distributed.

Commissioner Booth said didn't you say there was a problem down in your area with them messing with the cows and stuff like that.

Chairman Waters said it's mostly dogs and cats. He said one of the things I'd like to tell the Board is that I had one TV station call and they wanted to interview me on what we discussed at the last one and I told them you really need to wait until after we had this meeting but for background information you guys need to go from Greenville, from your office and come down to the area. He said I said we have the national wildlife refuge three miles from where Brenda Hamilton was attacked so it is a hot issue and it's, unless we take action everybody thinks it's just fine to keep doing this. He said so I support it and I'll be voting in favor of it.

Mr. Alligood said one of the items, and I believe Commissioner Richardson is in favor of the motion, but it speaks to using, The Fish and Wildlife has a great website related to the red wolf. He said they put a lot of information out there, they put it all out there and if you look at theirs one of the whereas' in there is at their estimate, in 2012 they wolves were at their peak at 120 red wolves in the area and that has steadily declined with the last release information they showed in 2021 that there are only 17 to 20 red wolves with a 20% to 35% mortality of the population so the program itself can not sustain itself without human intervention into it and pouring money into it and causing additional issues locally. He said just for that piece, looking at it from a program analysis it ought to be done away with.

Commissioner Booth said do they keep a number on the cross breeds.

Mr. Alligood said they have some estimates out there. He said they also have a program now where they are trapping the coyotes and sterilizing the coyotes in an attempt to stop the cross breeding. He said I think that's like spitting in the

ocean. He said personally the numbers just don't seem to make that work. He said I'm not a wildlife biologist but to me it seems the numbers just don't work.

Chairman Waters said if you talk to people in my neighborhood people do not walk at night and early in the morning anymore just because of the fear of one of these cross breeds attacking.

Motion: Commissioner Booth motioned to approve the resolution. Commissioner Richardson seconded. The vote was unanimous.

See Addendum 9

Covid-19 Essential Worker Payment

Mr. Alligood said if you recall at the last Board meeting there was a request by the Health Department to use some state funding they received for essential worker payment, one time payment, for their efforts during a certain period of time related to Covid. He said the Board, at that time, tabled that matter and said some comments regarding it and one of those comments that came directly to us was can you do it, what about doing it for everybody, if you do it for one group lets do it for everybody, can you do that and can you fund that. He said so in our research you have the information here. He said we went back and looked at it, we took the Health Department, at the recommendation of the Health Department Board to push forward a \$1,200, \$100 per month for that time period, or a \$1,200 one-time payment, so we used that as a starting point and looked at, because you've done this before under the CARES Act where you made an essential payment to workers, so we used that same formula. He said so we looked at a timeframe and said full-time employees who were hired prior to this date and worked at least through this date would get \$1,200. He said if you were hired after this certain date, and you can see all this in there, that was after July 1, 2021, they would get half of that or \$600. He said then there was part-time employees get \$300 who worked at least 200 hours get during that time period. He said so we tried to model it on an existing program that you'd done before just for fairness wise because we knew that would be a question. He said the total cost of this package, what you want to know, is \$441,344 but the impact to the general fund is only \$281,524 based on the Health Department using the state money they said they were going to use initially and the additional reimbursement that you get from the state of North Carolina under DSS. He said so that's the impact to the general fund, the \$281,524 but also remember, when it's all said and done you can take your ARPA money and reimburse yourself on this. He said you have a list of the budget amendment that makes those changes, and you also have a list of every employee that's eligible for it in the package, including the Board of Commissioners, that runs through page 352. He said I'm happy to answer any questions and if I can't answer them Ms. Radcliffe can certainly answer them. He said that's what the Board asked, and we presented to you is that program which would provide that funding.

Commissioner Rebholz said I have no problem with it except I think we ought to exempt ourselves.

Chairman Waters said he's talking about exempting the Commissioners so will you change the motion to exempt the Commissioners.

Motion: Commissioner Booth motioned to approve the one-time payment schedule as presented and the budget amendment and exempt the Commissioners. Vice-Chairman Langley seconded. The vote was unanimous.

See Addendum 10

Acceptance of PARTF Grant

Mr. Alligood said so this is the PARTF grant, and I'll take you back a couple of years, year and a half or so, back to December 2020, the Board approved submitting a request to PARTF to continue the work that you started at Wright's Creek and to provide the matching funds if it was awarded. He said we did do that so in January of this year we were notified that Parks and Recreation awarded Beaufort County \$249,895 for the 50/50 match project. He said that project will install 500 linear feet or rip-rap revetment along the eastern shore and around the point into the gut for stabilization. He said it will also create a 100 X 40 gravel parking lot with ADA spaces and access path. He said it will install a 20' X 20' picnic shelter and associated amenities, it will build a 1,200 SF fishing pier and build a 700 LF walking path and install an ADA accessible canoe/kayak launch in the gut. He said we've talked to the Mid-East, they were the ones that wrote the grant for us, we've asked them would they consider administering the grant for us, there's a 5% administrative allowance

in the budget and they said they would do it for that cost so the impact is \$249,895 to the general fund. He said you have a copy of the award letter from the state that needs to be signed if you accept the grant. He said you have a copy of the cost, a site plan on page 364 that shows you long term planning and all that because there are additional items that we would look to continue to do out there with additional funding opportunities and you have a budget amendment, and you have a project ordinance that would allow us to move forward with this project. He said we would recommend your approval based on prior actions of the Board.

Commissioner Richardson said I have a question, what happens if you can't get all that for \$249,000.

Mr. Alligood said then we would have a conversation with the state about whether they would provide additional funding or whether we would have to reduce the scope, but it may be a challenge now based on pricing.

Commissioner Richardson said yeah, I don't think you're going to get all of that for \$249,000, you'll be lucky if you get the revetment and maybe the pier but it's a reach.

Chairman Waters said well the total project because it's a 50/50 match is \$498,000. He said the biggest item in there is the rip rap, which is 550' and the biggest item is the rip rap.

Mr. Alligood said there may be, you make a good point, the cost of materials is going up and there may be a challenge in that. He said it may take a couple of years to get it done so hopefully we'll be okay but there's some contingency in there because it's a 50/50 match, it's almost half a million-dollar project.

Chairman Waters said I'm assuming the first thing we would do is stabilize the shoreline.

Mr. Alligood said what we would do is get our numbers and make sure we were good in the market and do the whole project because the state wants us to do the whole project. He said if we found we were in the process where we wouldn't be able to meet all the pieces of it then we would have to have that conversation with the state to make sure they were okay with that because we don't want to get money clawed back. He said I've seen that to many times with folks.

Commissioner Deatherage said the money's available now, the money also could be available later. He said if we obligate this Board, or future Board to spend that money with materials and labor as high as it is right now, with inflation soaring I think there are Board's of Commissioners, either this one or the next, that would spend that money and would obligate this money or that much more. He said so I don't think I can vote for it.

Commissioner Richardson said I'm in a real quandary over this. He said the history on this project is this is to be a park at Wright's Creek. He said the County doesn't have a park anywhere and we bought this piece of property for \$400,000, which it was only worth \$50,000 and I am very familiar with this property. He said the County bought it with me sitting here telling them your shoreline is eroding away and you have a dyke that has dredge pulls behind it and you're taking on a liability that you don't really need to be taking on and the Commissioners showed me, they went ahead and voted for this anyway. He said now I'm in a position as a Commissioner where the County has a risk and that is that shoreline and if I vote against this I'm putting the County at more risk. He said this is one of the dumbest ideas that the County has ever come up with and this park and the amount of money that has already been sunk into it. He said so as a Commissioner I'm going to vote for this moronic idea simply because we keep digging the hole deeper at Wright's Creek and I've advocated the first of the year and at other times to abandon the project and get out of it. He said it was a stupid idea to begin with so now I'm in a position to save the County money we're going to have to vote for this equal grant to keep us from having a greater liability because when the dyke goes out on this, Wright's Creek is a dredged waterway, it is a navigable waterway, you're going to have a several million dollar liability because the fact that it's dredged, all those spoils are going to go into the bottom of the dredge area and we're going to have to clean it out so this is a great example of what I keep talking about when government keeps getting into projects and things that they think they know all about and they're not willing to listen to anybody. He said typical government project.

Chairman Waters said if I remember correctly before I was a Commissioner, which was seven years ago, the Board of Commissioners had the property appraised, it was one site, had it appraised and then when they were trying to put the money together, along with Wildlife Commission it was agreed to do it in two phases and of course this is the second phase. He said I called Mr. Alligood one day, and I don't know if it's been a year ago or two years ago and I said come on down and take a look at this erosion that's happening. He said some of that is along that shoreline where the Wildlife Commission

has the boats go out and right around the corner. He said to my knowledge, the rest of it, as you go around towards Wright's Creek the erosion is pretty stable there.

Commissioner Richardson said not really, that's not true.

Chairman Waters said but anyway, it's a project that we really need to see finished, if there's enough money and the price comes in where we can do it.

Mr. Alligood said the Board will recall we had this grant previously and when we were awarded the grant to do the boat landing, the pier, and some other pieces of it that was when there was some concern expressed about the erosion. He said during that timeframe we were able to acquire a grant from the state to do an erosion control study. He said when we did the erosion control study they came back with the recommendation of the rip rap revetment. He said at that time we didn't have enough time to complete the job and we didn't have enough money in that PARTF grant to do it so we turned the PARTF grant back in. He said this was a year or so ago, we turned it back into the state and we said to them can we come back to you because what we don't want to do is screw up a grant project and then get black listed and not ever be able to get a grant again and they said yes, you can reapply so we reapplied, that's when we did it in 2020 so this project takes into account taking care of the rip rap revetment. He said this has been a long project. He said it was in play when I got here.

Chairman Waters said has it been ten years. He said I think it's been about ten years from the very beginning.

Commissioner Deatherage said do you actually believe our liability could extend into the million-dollar range if the spoils do break through the dam.

Commissioner Richardson said well if it breaks, if the dyke falls away and the spoils break out into Wright's Creek you're going to have the federal government, the Corps of Engineers on you. He said you're going to have to spend \$300,000 in consulting fees alone. He said it's going to go on and on.

Motion: Commissioner Booth motioned to approve receiving the grant and the project ordinance. Commissioner Rebholz seconded. The vote was unanimous.

See Addendum 11

Sheriff's Office Staffing

Commissioner Richardson said as the report says, he has 17 vacancies right now. He said I don't know if you want to comment or not Chief Deputy Rose, I don't really need anything unless you want to say something.

Chief Deputy Rose said we've got five openings, sworn, four of those were positions that were reallocated in this year's budget. He said we've got, I think your report will probably say nine openings in the jail, we have had a hire within the last month that had previous experience with us but there will still be eight to ten weeks of training in that. He said we've got two pretty good candidates that I know of, one has already been offered and should have a starting date in the jail. He said the other one we've got to work on a little as far as some of the stuff with the application so eight in the jail, five sworn and two telecommunicators. He said that should get us right to where the openings are. He said we're actively recruiting, trying to compete with other folks in law enforcement, other detention centers, other industries so we're doing just about everything that we can, and we are seeing some good signs, some good interest but things just take time. He said overall I think the agency is doing well as far as some of the moves and shake ups that we've needed to do to try and keep things moving. He said I think everybody is doing well but any help we can get from anybody, including the Commissioners, we would love to have.

Commissioner Rebholz said did you hold a job fair.

Chief Deputy Rose said we did, and we got great, I think there was, we did the job fair at the college. He said we were the only agency; I think there was sixteen folks that showed up and out of that we got eight applications and a bunch of maybes. He said out of those applications we got three hired.

Commissioner Rebholz said do you plan to do another one.

Chief Deputy Rose said yes. He said that one, a couple of other agencies wanted to get on board with it, but we didn't want to compete at our own job fair. He said we probably could've had more people to go but we politely turned that down.

Policy on Percentage Raises

Commissioner Richardson said this is a discussion on the policy of percentage wages and this is a discussion that I had to all of our fellow Commissions. He said when we vote on the budget for a COLA increase, like 1% or 1 1/2 %, is it your understanding that every employee gets that percentage increase.

The Board responded yes.

Commissioner Richardson said I have complaints, so I guess now my question to the manager is I have complaints from across various departments that people did not get their COLA so now I guess my question is tell me why they didn't get their COLA.

Mr. Alligood said my question to you would be tell them to call me and I'll show them where they got their COLA because every employee, including the Commissioners, got a COLA when you voted on it so if there's somebody who said they didn't tell them to call me and I will show them.

Commissioner Richardson said what I'm hearing, I'll tell you the wrinkle that I'm hearing is that some people did not get a COLA because they were already above the mid-point.

Mr. Alligood said they may be confusing the, several years ago, 2017 when we did the pay plan, the pay implementation plan. He said remember when we looked at those numbers and said okay, everybody is going to get to "here" based on how many years you've been here so there were already some issues there where if people were already at a certain level then they didn't get something but as for a COLA, that's across the board and if somebody said they didn't please tell them to give me a call.

Commissioner Richardson said to make this simple, for last years COLA if they didn't get it they need to be calling you.

Mr. Alligood said you didn't approve a COLA in last years budget. He said you did make an adjustment for the longevity.

Commissioner Richardson said so that was the only adjustment, the longevity last year, not a COLA.

Ms. Radcliffe said if I'm remember correctly you did the pay plan implementation in February 2021 and then with the budget that started July 1, 2021, you chose not to do a COLA because you had just done the pay plan implementation, but you did adopt the longevity program. She said that's what I recalled.

Commissioner Richardson said thank you very much, that clears that up.

Ethics Policy on County Employees Serving on Board and Commissions

Commissioner Richardson said within our ethics policy is it ethical for an employee of a County to serve on a board that oversees his department.

Commissioner Rebholz said can you give us an example.

Commissioner Richardson said I'll give you an example in a minute, but we need to answer the question first. He said is it ethical for an employee of the County on serve on a board that oversees, well, any department for that matter, specifically the department that he works for. He said you want to know the answer because you want to know a personality decision. He said what I'm asking you guys to do is make a decision.

Commissioner Rebholz said wouldn't you want the department manager to be on the board.

Commissioner Richardson said not necessarily, no. He said it's a policy making board. He said he's already got all the power in the world as a manger. He said we're not talking about the manager what we're talking about is it ethical for any person who is an employee of the County to serve on a board that has oversight responsibilities for his department. He said

it's real simple, I don't know how to explain it any other way but you guys want to know who it is so we can skew this. He said to make it fair, get fairness into this, yes or no.

Commissioner Deatherage said I think it's ethical if this person works with that board and gives guidance but is a non-voting member. He said not even a member, not on the board. He said they could be there in an advisory capacity.

Commissioner Richardson said every employee is in an advisory capacity to anything that's going on.

Commissioner Deatherage said I'm fine in the advisory capacity element but not to serve on the board as a voting member. He said that, on its face, would be wrong because then you've got a problem with everything that affects them. He said they really shouldn't be able to vote on it.

Commissioner Walker said I would think the institute of Government would've already addressed this.

Commissioner Deatherage said we've got problems with conflict of interest in this County.

Commissioner Richardson said the Institute of Government wouldn't be involved in this at all. He said as an ethical matter do we want County employees serving on boards that oversee their department. He said you guys are all sitting there saying tell me who it is and then I'll decide because I'm going to make a personality, I don't trust you when you do that. He said you've got an ethical problem yourself.

Chairman Waters said I think what you're talking about, the only one I'm aware of is the EMS Oversight. He said is there a different one. He said I'm not using any names.

Commissioner Richardson said if it were that one is it ethical to appoint a person that works for EMS and is paid for working for EMS to an oversight board.

Mr. Alligood said I'm not sure it's an ethical question, it's a policy question more. He said if they were doing something that was unethical then it would be an ethical question but if they're serving in a roll that has been established by the Board of Commissioners then I would say it's a policy decision and not an ethical decision. He said if I was appointed into that roll because the Board had established the committee and said we need this representation, or this representation and I served in that then I wouldn't be acting unethically by serving on the board I may be acting unethically if I was doing something for personal gain related to it but that might also be something criminal.

Commissioner Richardson said when do you start separating this. He said it's better to have a clean situation where a person is not put in a position where they could be self-serving, whether they are or not. He said do we want that as managers and policy setters in this County, do we want to have that as a practice.

Mr. Alligood said I would agree that you have to be very careful, but I think there's opportunities for everyone in everything they do to be self-serving. He said I think that's just the nature of humans and we have to be very careful. He said we have a policy in the personnel policy that talks about what you're allowed to do and what you're not allowed to do but if the Board says we don't want the employee, and typically, and I'm thinking about advisory boards, then if we don't want that expertise sitting there, because all of them are advisory. He said the ones that I know of are advisory rolls, they're not governance boards, they're advisory boards and I think you made the comment that everybody is an advisor so if the Board says we don't want it then you're going to have to go back to your committee assignments or your ordinances relating to that but I don't know that there's any, from my perspective there isn't anybody sitting in a governance roll, you guys are in the governance roll. He said there's not an employee sitting in governance over themselves. He said they may be sitting in an advisory role, but that advisory is coming to the Board of Commissioners that may impact them but I'm going to tell you the same thing. He said I'm going to advise you to do what I think is best relating to eth situation, just like I would think they would.

Commissioner Richardson said from the standpoint of a Commissioner do you really want to start loading your boards up and Commissions up with employees of the County. He said even in a minimal capacity lets take it to the extreme and lets say you have a board with five members and they're all employees of the County and you have an oversight policy making advisory position, do you really want to do that, is that good governance.

Chairman Waters said most of the ones I've seen we appoint or are involved in we specify what the representation is on there. He said you've got to have this person representing a department or a Commissioner, one person from somewhere else I mean, have you got a specific example of where you think we have a problem and needs to be changed.

Commissioner Richardson said but, you know, I'm not talking specific, I'm talking policy, we're a policy setting Board. He said we don't base our decision based on personality and that's what's going on this room right now.

Commissioner Booth said let me clear it up since you aren't getting what you want I'm going to give it to you, I do not have a problem with it.

Commissioner Richardson said it is bad governance, it is the worst kind of governance and if you all can't make a decision tonight I'm going to, I'll bring a policy back at the next meeting because it is not a good thing to do. He said there's been a lot of problems in government, a lot of places where people are wiggling their way into positions of influence in government, serving on boards and commissions and it should be avoided.

Commissioner Booth said I've told you my position and it isn't going to change if you bring fifteen policies.

Support Lawsuits Against Illegal Immigrants

Commissioner Richardson said all I'm going to say is I'm still looking at the amicus curiae thing. He said I just haven't had time for it to go anywhere but I'll be back with it.

Commissioner Rebholz said when you do that take a look at the Cato Institute because they'll give you some ideas on what to do and not do.

Commissioner Richardson said okay, I'll do that.

County Litigation Discussion

Commissioner Richardson said all I want to know, myself, I'm not going to give a report because I'm not in a position to know anything, do we have any new lawsuits lodged against Beaufort County.

Mr. Francisco said as of last Thursday, no. He said but we did have, but has now been straightened out again, the one with the lawsuit that I sent you all. He said the lawsuit involving the young man who died over at the hospital and they sued the County and the Sheriff and all that stuff. He said that was dismissed on a summary judgement motion. He said nobody on the other side filled in the answer and then a notice, and I said it's all over with unless somebody appeals it. He said the other attorney on the other side did file a notice of appeal, but we've since gone back to him, he thought he could file a notice of appeal and then withdraw and let his clients worry about it and the law will not allow him to do that and he understands that. He said anyway, it's all over with.

Incursion of Illegal Immigration in Beaufort County Resolution

Commissioner Deatherage said I think we all understand, or we should understand that all politics is local, especially now with inflation approaching 10% and gas at \$4.19 a gallon just today a Beaufort County rise of almost 100% in just one year. He said these things, bad policy at every level of government affects us here. He said one of the worst policies that has been enacted by the federal government in my lifetime is an undefended, open southern boarder and resettlement project that is ongoing right now. He said there are illegal migrants being moved all over the country in the dead of night, semi-processed and nobody knows where they're going and how many are going there. He said what I'm asking is that these Commissioners, we Commissioners be resolved to request of our staff to find out any information, find avenues of information that will give us the understanding we need as to what is happening in real time. He said I can read the resolution but if you people are resolved to accept it I'd say we go along with it right now but if you would like me to read it I shall read it.

Commissioner Rebholz said I'm okay, I read it.

Commissioner Walker said well once again, if we could simplify this thing I'd love to see it pass but to just simply say let us know if you hear of anything, because I don't know if there's been any incident of illegal aliens being brought to Beaufort County.

Commissioner Deatherage said you're not going to know unless we find out about it.

Commissioner Walker said I'd hate to see staff spend so much time on this when, if they hear something they should say something. He said I'd love to know if this is happening in Beaufort County. He said now, what I'm going to do about it I don't know because we take federal money and we're kind of obligated to do what they say, I think, but I just don't know that any of this has happened, but I'd like to be notified. He said it won't pass because of how it's written, once again, so once again I'd like to see it simplified so it will pass or possibly pass but we can carry on like it is.

Commissioner Richardson said I think what Commissioner Deatherage is only asking for is that the Manager can make phone calls to department heads and say what do you know and when did you know it and give me some information. He said he's not asking for a full-scale investigation, if you will. He said he's asking for an inquiry into information.

Chairman Waters said it's my understanding that no one calls when the airplane lands. He said have they notified any county in the whole United States when something's going to happen.

Mr. Alligood said I'm not aware of any clandestine programs that are going on, not been notified of that or heard of that but I do know that we've reached out before, based on this Board's request, there is a position at DHHS that is in charge of resettlement so I'm sure there are some, with Ukraine right now there probably are some opportunities for folks to come in. He said so there is a contact at the state of North Carolina, I was trying to look real quick on my email for it but there is an office that handles resettlement, and they may take refugees or immigrants so there is a contact there and I can certainly reach out to them and say what are your current programs, do you have anybody that you're locating in Beaufort County. He said typically, with refugee programs, as I remember from the last conversation, they work mostly with NGO's and church organizations to help settle those folks, so they don't call up the local government and say where are you going to put folks because we don't have those resources. He said but I'm happy to reach out, like I did before and just ask the question but that's the only contact I would be aware of that we would have some direct information.

Chairman Waters said so what you're saying is there's really no additional information at this point and time that's happening in Beaufort County.

Mr. Alligood said not that I'm aware of but I'm happy to reach out and I'll certainly reach out and say is there something going on and bring that back to the Board at the next meeting.

Commissioner Walker said so you would tell us if you knew.

Mr. Alligood said I would be, this Board asked if we knew any of those we would tell you and I would certainly do that.

Commissioner Deatherage said okay, I admit I use precise language when I write, and a lot of times you guys want to dance around the issue. He said this is a very serious issue. He said it is an affront to all of my constituents, maybe not to yours Commissioner Walker but to mine this is an affront. He said now my precise language may offend you guys and if it does I'm sorry, I understand we've got a center-left caucus up here and you guys work tightly together to affect County business, I get that, but this is more important than your political aspirations and your machinations. He said we've got an issue where right now we're spending at least \$4 million educating illegals in this County. He said I found out this weekend after I'd written this resolution, there is the ability for illegals to get on the food stamp program and then qualify for a whole lot more money and I found that from a person who works at DHS in another county and I'm going to be doing research on that. He said now if this Board doesn't have the resolve to be on top of this with both feet, it's not about an airplane, it could be buses but it is NGO's, you said it right, that's how they slide them in. He said they're doing this right now and either this Board shows resolve, or it doesn't. He said we're going to have semantic issues about the way I write, fine, write it yourself but you write it well enough that it shows proper resolve by this Board, and I'd like to see a little initiative by you Commissioners to take some initiative to represent your constituents the way I represent mine.

Motion: Commissioner Richardson motioned to approve the resolution as presented. Commissioner Deatherage seconded.

Yes Vote

Commissioner Deatherage
Commissioner Richardson
Commissioner Rebholz
Commissioner Walker

No Vote

Chairman Waters
Vice-Chairman Langley
Commissioner Booth

See Addendum 12

Commissioner Comments

Commissioner Richardson said I want about two minutes at the end of the meeting. He said this is the most unusual Commissioners meeting that I have attended in the twenty-something years that I have been a Commissioner. He said we sat here tonight, and we talked about millions, ten's of millions and hundreds of millions of dollars, we bought things that we don't need that we will never use. He said we spent money for things because money was gifted to us that the citizens of this County will never see the benefit of, we are a part of the problem. He said if you ever wondered why you've got 10% inflation and why things keep going up it's because more money is chasing fewer goods and we are spending the money to buy all of this stuff with, supposedly with free money that's given to us by the federal government. He said this Commissioner meeting is the least benefit to the people of Beaufort County that I have ever sat in. He said it is a disgrace.

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

Adjourned at 9:27 PM

Respectfully submitted to you by:

Kathleen Mosher
Clerk to the Board of County Commissioners

ADDENDUM 1

1. Budget Amendment, Health
2. Budget Amendment, Public Works
3. Reallocation of Funds
4. Tax Assessor Refunds
5. Tax Collector Refunds
6. Minutes Approval

**Beaufort County
Finance**

**Budget
Amendment
Request**

Department: Health

Date of Request: 3/7/22

FY Budget: 22 #19

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
100211-445190	ARPA COVID-19 School Health	\$117,600	
105160-526018	ARPA COVID-19 School Health	\$117,600	
100221-454090	WIC Breastfeeding	\$1,225	
100221-454030	WIC Client Services	\$7,334	
105167-526000	WIC Office Supplies	\$2,475	
105167-519800	WIC Breastfeeding Supplies	\$800	
105167-523900	WIC Medical Supplies	\$1,050	
105167-537000	WIC Advertising	\$2,680	
105167-532500	WIC Postage	\$354	
105167-535100	WIC Maint/Building	\$400	
105167-523100	WIC Educational Supplies	\$800	

Department Justification:

- Budget Amendment AA 620 and WIC

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 Madison (Feb 16, 2022 15:34 EST)	Feb 16, 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. _____	

**Beaufort County
Finance**

**Budget
Reallocation
Request**

Department: Water

Date of Request: 03/07/2022

FY Budget: 2022

No. 002

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
573-7273-535207-	SYSTEM IMPROVEMENTS	\$15,000	
573-7273-599100-	CONTINGNECY		(\$15,000)
	TOTAL	\$15,000	(\$15,000)

Department Justification: (Please provide detailed explanation)

- Implementation of Sensus Customer Portal

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		03/07/22
Finance Officer		
	This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.	
County Manager	Required for inter-departmental transfers	
Board of Commissioners	Agenda Item No. _____ Reference No. _____	



North Carolina Vehicle Tax System

NCVTS Pending Refund report

Report Date 2/23/2022 3:59:47 PM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 3	Refund Type	Refund Description	Refund Reason	Create Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
BEDDARD, LEANN JACKSON	BEDDARD, LEANN JACKSON	TIMOTHY LEE	1749 S ASBURY CHURCH RD	WASHINGTON, NC 27889	Proration	Refund Generated due to proration on Bill #0063497911-2021-2021-0000-00	Vehicle Sold	01/28/2022	G01	Tax	(\$149.53)	\$0.00	(\$149.53)
									F63	Tax	(\$9.81)	\$0.00	(\$9.81)
									E05	Tax	(\$8.37)	\$0.00	(\$8.37)
												Refund	\$167.71

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 3	Refund Type	Refund Description	Refund Reason	Create Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
BOYD, WILLIAM EARL	BOYD, WILLIAM EARL		804 PENINSULA DR	BATH, NC 27808	Adjustment >= \$100	Refund Generated due to adjustment on Bill #0064946413-2021-2021-0000	Situs error	02/18/2022	G01	Tax	\$0.00	\$0.00	\$0.00
									C01	Tax	(\$119.36)	\$0.00	(\$119.36)
									C01	Vehicle Fee	(\$5.00)	\$0.00	(\$5.00)
									F63	Tax	\$9.23	\$0.00	\$9.23
									ER	Tax	\$11.26	\$0.00	\$11.26
												Refund	\$103.87
KAMMAN, RICHARD FRANCIS	KAMMAN, RICHARD FRANCIS	WEGNER, SANDRA STRICKLAND	208 CHANNEL RUN	WASHINGTON, NC 27889	Proration	Refund Generated due to proration on Bill #0063097354-2021-2021-0000-00	Vehicle Sold	02/01/2022	G01	Tax	(\$283.99)	\$0.00	(\$283.99)
									F63	Tax	(\$18.63)	\$0.00	(\$18.63)
									E05	Tax	(\$15.90)	\$0.00	(\$15.90)
												Refund	\$318.52
												Refund Total	\$422.39

Refund Recipient Name	Refund Address	Refund Description	Op'd	Transaction Dates	Refund Amount
873266 CAMERON BLAKE KEECH	1449 RESSESS RD PINETOWN, NC 27865	Refund on Bill # 0009535380-2020-2020-0000-00	CBINNIE	2/3/2022 7:00:09 PM	185.46
872879 MICHAEL ALLAN STANDLEY	3142 HICKORY POINT ROAD AURORA, NC 27806	Refund on Bill # 0000026055-2018-2018-0000-00	CBINNIE	2/1/2022 7:00:08 PM	169.76
872880 MICHAEL ALLAN STANDLEY	3142 HICKORY POINT ROAD AURORA, NC 27806	Refund on Bill # 0000026055-2019-2019-0000-00	CBINNIE	2/1/2022 7:00:08 PM	175.74
872881 MICHAEL ALLAN STANDLEY	3142 HICKORY POINT ROAD AURORA, NC 27806	Refund on Bill # 0000026055-2020-2020-0000-00	CBINNIE	2/1/2022 7:00:08 PM	175.74
872882 MICHAEL ALLAN STANDLEY	3142 HICKORY POINT ROAD AURORA, NC 27806	Refund on Bill # 0000026055-2021-2021-0000-00	CBINNIE	2/1/2022 7:00:08 PM	167.73
TOTAL					874.43

Over Payments Refunds

851333	578776	#####	0000051807-2021-2021-0000-00	REI	P.N.# 6691-24-5718	\$2,452.31	2452.31
ISHAQ, ASIM 685 PINECREST RD BATH BEAUFORT NC 27808							
874629	579809	#####	0000011826-2021-2021-0000-00	REI		\$238.37	238.37
KENZIE, KEN 6620 QUONSET ROAD BRADENTON BEAUFORT FL 34203 P.N.# 7625980518							
873839	579729	2/7/2022	0000051230-2021-2021-0000-00	REI		\$413.45	413.45
MILLARD, CHRISTOPHER KEVIN 241 HICKORY LANE AURORA BEAUFORT NC 27806 P.N.# 658884-7167							
873805	579729	2/7/2022	0000036062-2021-2021-0000-00	REI		\$3,805.00	3805
SINGLETON, MARSHALL TODD 776 MIMOSA SHORES RD WASHINGTON BEAUFORT NC 2788 P.N.# 5694-09-4516							
873759	579729	2/7/2022	0000036061-2021-2021-0000-00	IND		\$282.60	282.6
SINGLETON, MARSHALL TODD 776 MIMOSA SHORES RD WASHINGTON NC 27889 P.N.# N/A							
870898	579512	#####	0000019639-2021-2021-0000-00	REI		\$176.85	176.85
BOYD, MARY THOMPSON WILLIAM B THOMPSON PO BOX 69 AURORA BEAUFORT NC 27806 P.N.# 6565-470355							
870654	579489	#####	0000035211-2021-2021-0000-00	REI		\$792.95	792.95
BINFORD, WILLIAM F JR 12835 FAIRWOOD RD S PRINCE GEORGE BEAUFORT VA 23805 P.N.# 7601-00-7235							
	870654	579489	0000038588-2021-2021-0000-00	REI		\$3,047.20	\$575.74
BINFORD, WILLIAM F JR 12835 FAIRWOOD RD S PRINCE GEORGE BEAUFORT VA 23805 P.N.# 7606-195977							
	870654	579489	1/11/2022	0000038585-2021-2021-0000-00	REI	\$3,047.20	\$829.46
BINFORD, WILLIAM F JR 12835 FAIRWOOD RD S PRINCE GEORGE BEAUFORT VA 23805 P.N.# 7601-00-6392							
	870654	579489	1/11/2022	0000038583-2021-2021-0000-00	REI	\$3,047.20	\$158.32
BINFORD, WILLIAM F JR 12835 FAIRWOOD RD S PRINCE GEORGE BEAUFORT VA 23805 P.N.# 7601-10-5186							

870654	579489	1/11/2022	0000038584-2021-2021-0000-00	REI	\$3,047.20	\$582.56
BINFORD, WILLIAM F JR 12835 FAIRWOOD RD S PRINCE GEORGE BEAUFORT VA 23805 P.N.# 3600-19-4987						
867053	579376	1/3/2022	0000047548-2021-2021-0000-00	REI	\$1,135.62	1135.62
CLAYTON, THOMAS GRAY SR 1006 WHEAT PATCH ROAD BELHAVEN BEAUFORT NC 27810 P.N.# 6692-43-2727						
867025	579376	1/3/2022	0000050302-2021-2021-0000-00	REI	\$4,093.84	\$4,093.84
Wendling, Catherine 722 West Main ST Washington P.N.# 5675-59-6598						
866976	579376	1/3/2022	0000038366-2021-2021-0000-00	REI	\$1,711.42	\$1,711.42
WINDLEY, RICHARD S 2342 E 14TH ST GREENVILLE BEAUFORT NC 27858 P.N.# 5684-84-3843						
864986	579320	###	0000023907-2021-2021-0000-00	REI	\$763.60	763.6
ZIENITY, GLENN C PO BOX 45 STERLING BEAUFORT IL 61081 P.N.# 5686-20-0372						
872412	579625	###	0000034806-2021-2021-0000-00	REI	\$399.60	\$399.60
HOWELL, COLON W 1360 RIPP HWY PLYMOUTH NC 27962 P.N.# 6668-93-6522						
872410	579625	1/28/2022	0000034807-2021-2021-0000-00	WKINION	215.84	\$215.84
HOWELL, COLON W 1360 RIPP HWY PLYMOUTH NC 27962 P.N.# 6668-93-6386						
873159	579694	2/3/2022	0000049966-2021-2021-0000-00	REI	\$457.98	\$336.75
HARRELL ACQUISITIONS LLC P O BOX 688 AHOSKIE NC 27910 P.N.# 5675-99-4359						

ADDENDUM 2

Health Medical Mobile Unit Purchase

**Beaufort County
Finance**

**Budget
Amendment
Request**

Department: Health

Date of Request: 3/7/22

FY Budget: 22 #17

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
105120-540003	COVID-19 Equipment	\$150,000	
105120-526110	COVID-19 Supplies		\$150,000

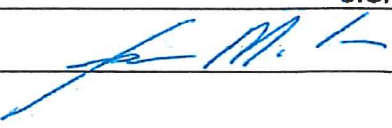
Department Justification:

- Budget Reallocation for COVID Medical Mobile Trailer 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		2/11/22
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. _____	



January 31, 2022

Beaufort County Public Health
JaNell Octigan
1436 Highland Drive
Washington, NC. 27889

Hello JaNell,

Per our conversation and this letter please find included a copy of the CGS Patent (US 9,896,017) on the EXT trailer. As a patented product CGS Premier is the sole source for distribution of the EXT Experiential Trailer Solution. Our manufacturing facility is in Muskego WI. (Milwaukee). Our team will send you photos during the manufacturing processes and you are welcome to visit. Since you'll be using the trailer for a medical clinic we'll build the trailer to the specifications listed in the quote.

Thank you,

Bill Kurinsky
Director of Business Development

(12) **United States Patent**
Requejo et al.

(10) Patent No.: **US 9,896,017 B1**
(45) Date of Patent: **Feb. 20, 2018**

(54) **CONVERTIBLE TRAILER**

- (71) Applicant: **CGS Premier, Inc., New Berlin, WI (US)**
(72) Inventors: **James Requejo, Shorewood, WI (US);
Bradley Thomas, Wind Lake, WI (US);
Greg Peterson, Hartland, WI (US)**
(73) Assignee: **CGS Premier, Inc., Muskego, WI (US)**
(*) Notice: Subject to any disclaimer, the term of this patent is extended or adjusted under 35 U.S.C. 154(b) by 18 days.

(21) Appl. No.: **15/237,662**

(22) Filed: **Aug. 16, 2016**

- (51) Int. Cl.
B60P 3/37 (2006.01)
B60P 3/34 (2006.01)
B60D 1/06 (2006.01)
B62D 63/06 (2006.01)
B60S 9/04 (2006.01)

- (52) U.S. Cl.
CPC **B60P 3/34** (2013.01); **B60D 1/06** (2013.01); **B60S 9/04** (2013.01); **B62D 63/061** (2013.01)

- (58) Field of Classification Search
CPC **H04N 5/913; H04N 2005/91314; H04N 2005/91371; B60P 3/42; B62D 63/061; A47L 23/266; A47L 23/22; G09F 19/22**
USPC **296/162**
See application file for complete search history.

(56) **References Cited**

U.S. PATENT DOCUMENTS

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104/126

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(Continued)

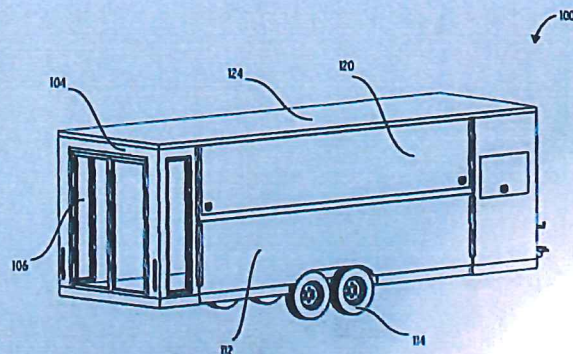
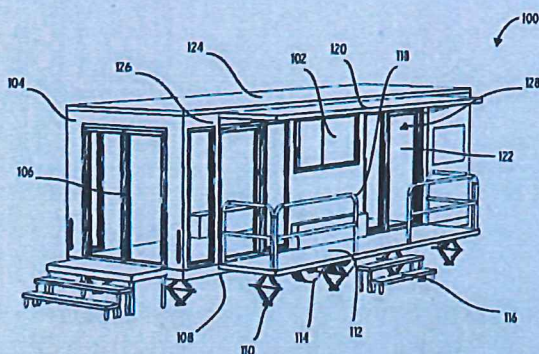
Primary Examiner — **Kiran B Patel**

(74) Attorney, Agent, or Firm — **Michael Best & Friedrich LLP**

(57) **ABSTRACT**

A convertible trailer includes a frame including a tongue portion arranged to facilitate towing by a vehicle, a main portion supported by the frame and defining a portion of a space, and an end portion coupled to the main portion and cooperating with the main portion to define the space. A porch cover is pivotably coupled to the main portion for movement between a stowed position and a deployed position and a porch floor is pivotably coupled to the main portion for movement between a stowed position and a deployed position, the porch cover and the porch floor cooperating to define a porch when in the deployed position. A front door is formed as part of the main portion and provides a passage between the space and the porch. An end door is formed as part of the end portion and is arranged to provide access to the space. A plurality of removable support members is positioned beneath the porch floor and arranged to support the porch floor in the deployed position.

20 Claims, 4 Drawing Sheets



ADDENDUM 3

Request to Apply for Grant Funding



August 12, 2019

Beaufort County
132 West 2nd Street
Washington, NC 27889

Attn: Christina Smith, Public Works Director

RE: Asset Inventory and Assessment Grant Application

Dear Ms. Smith,

WithersRavenel (CONSULTANT) is pleased to provide this Agreement for professional services to aid Beaufort County (CLIENT) with preparation and submission of a series of Asset Inventory and Assessment Grant Applications. The following proposal was made after careful consideration of all project related tasks.

If you have questions or concerns about the Agreement please do not hesitate to call me at the number listed below.

Sincerely,

WithersRavenel

Jessica Martin-Lane, MBA, MSIE
Vice President – Management & Transformation Services

Attachments:

Agreement for Professional Services
Exhibit I – Standard Terms and Conditions

Beaufort County
Funding Application Assistance
Agreement for Professional Services

A. PROJECT DESCRIPTION

Beaufort County has the need to prepare a detailed Capital Improvement Plan and Asset Management Plan for its 7 water districts. To fund the effort, the County has decided to apply for State funding via the State's Asset Inventory and Assessment (AIA) Grant Program. The CONSULTANT will prepare and submit a series (up to 7) of Water Asset Inventory and Assessment Grant Applications to the North Carolina Department of Environmental Quality, Division of Water Infrastructure for the September 2019 funding Cycle (PROJECT).

We would be pleased to have the opportunity to assist the County with this important initiative.

B. SCOPE OF SERVICES

The CONSULTANT has prepared the following scope of services and fee estimates for your consideration.

Task 1: Application Preparation

With assistance and input from the CLIENT the CONSULTANT will complete and coordinate all required documents and information as outlined in the 2019 North Carolina Department of Environmental Quality's AIA Grant Priority Rating System Guidance document, which includes:

- a. Resolution to Apply
- b. Division Application
- c. Rating Narrative
- d. Financial Information Form
- e. Fund Transfer Certification Form
- f. Supporting Documentation

The CONSULTANT will compile data, prepare draft submittals for review and finalization by the CLIENT and submit final applications to the North Carolina Department of Environmental Quality, Division of Water Infrastructure during the September 2019 funding cycle.

C. ADDITIONAL SERVICES

Services that are not included in Section B or are specifically excluded from this AGREEMENT shall be considered Additional Services and will be charged separately according to the CONSULTANT's current rate/fee schedule.

Scope of work does not include any accounting services, legal fees, engineering, environmental or other expenses that are not specifically provided for above in this Section.

The CONSULTANT will furnish or obtain from others Additional Services if requested in writing by the CLIENT and accepted by the CONSULTANT.

D. CLIENT RESPONSIBILITIES

During the performance of the CONSULTANT's services under this AGREEMENT, the CLIENT will:

- ▶ Provide any information needed to complete the PROJECT.
- ▶ Examine all information and other documents presented by the CONSULTANT and render in writing decisions pertaining thereto within a reasonable period so as not to delay the services of the CONSULTANT.
- ▶ Give prompt written notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in the PROJECT.
- ▶ Handle matters requiring an attorney at law.

E. TIMELINE FOR SERVICES

CONSULTANT will begin services immediately upon receipt of signed contract. CONSULTANT will manage the final assembly and completion of the applications, per the program guidelines. Services will terminate upon written notice from CLIENT. Any services rendered prior to written notice of termination shall be paid in full by CLIENT. Services will complete upon submission of the proposed applications.

F. COMPENSATION FOR SERVICES

CONSULTANT proposes to provide the following Scope of Services to the CLIENT on an hourly not to exceed basis as outlined below.

Task Number	Task Name	Fee
Task I	Application Preparation (up to 7)	\$10,000

Any changes to the PROJECT requirements after CONSULTANT has begun work may require additional fees.

G. ACCEPTANCE

Receipt of an executed copy of this agreement will serve as the written agreement between CONSULTANT and CLIENT for the services outlined.

Submitted by CONSULTANT:

WithersRavenel, Inc.
115 Mackenan Dr,
Cary, NC 27511

Accepted by CLIENT:

Beaufort County
132 West 2nd Street
Washington, NC 27889



WithersRavenel

Our People. Your Success.

Jessica Martin-Lane

Authorized Signature

Authorized Signature

Jessica Martin-Lane

Printed Name

Christina Smith

Printed Name

Vice President

Title

Public Works Director

Title

martinlane@withersravenel.com

Email Address

christina.smith@co.beaufort.nc.us

Email Address

828.232.6109

Phone

(252) 975-0720

Phone

PREAUDIT STATEMENT: This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act (NC G.S. 159-28(a)).

Signature of Finance Officer:

Printed Name:

Date:

EXHIBIT I

Standard Terms and Conditions

WithersRavenel, Inc.

The proposal submitted by WithersRavenel, INC. ("CONSULTANT") is subject to the following terms and conditions (collectively referred to as the "Agreement") and, by accepting the proposal, the services, or any part thereof, the CLIENT agrees and accepts the terms and conditions outlined below:

1. Payment:

- a) The CLIENT will pay CONSULTANT for services and expenses in accordance with periodic invoices to CLIENT and a final invoice upon completion of the services. Each invoice is due and payable in full upon presentation to CLIENT. Invoices are past due after 30 days. Past due amounts are subject to interest at a rate of one and one-half percent per month (18% per annum) on the outstanding balance from the date of the invoice.
- b) If the CLIENT fails to make payment to the CONSULTANT within 45 days after the transmittal of an invoice, the CONSULTANT may, after giving 7 days written notice to the CLIENT, suspend services under this Agreement until all amounts due hereunder are paid in full. If an invoice remains unpaid after 90 days from invoice date, the CONSULTANT may terminate the Agreement and/or initiate legal proceedings to collect the fees owed, plus other reasonable expenses of collection including attorney's fees.

2. Notification of Breach or Default: The CLIENT shall provide prompt written notice to the CONSULTANT if CLIENT becomes aware of any breach, error, omission or inconsistency arising out of CONSULTANT's work or any other alleged breach of contract by the CONSULTANT. The failure of CLIENT to provide such written notice within ten (10) days from the time CLIENT became aware of the fault, defect, error, omission, inconsistency or breach, shall constitute a waiver by CLIENT of any and all claims against the CONSULTANT arising out of such fault, defect, error, omission, inconsistency or breach. Emails shall be considered adequate written notice for purposes of this Agreement.

3. Standard of Care: CONSULTANT shall perform Agreement for CLIENT in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of professionals providing the same services in the same or a similar locality as the project. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE THAT WILL OR CAN ARISE OUT OF THE SERVICES PROVIDED BY CONSULTANT OR THIS AGREEMENT.

4. Waiver of Consequential Damages/Limitation of Liability: CLIENT agrees that CONSULTANT's aggregate liability for any and all claims that may be asserted by CLIENT is limited to \$50,000 or to the fee paid to CONSULTANT under this Agreement, whichever is greater. Both CLIENT and CONSULTANT hereby waive any right to pursue claims for consequential damages against one another, including any claims for lost profits.

5. Representations of CLIENT: CLIENT warrants and covenants that sufficient funds are available or will be available upon receipt of CONSULTANT's invoice to make payment in full for the services rendered by CONSULTANT, and that such payments shall be made in a timely fashion.

6. Ownership of Instruments of Service: All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by the CONSULTANT as instrument of service, shall remain the property of the CONSULTANT. The CONSULTANT shall retain all common law, statutory and other rights, including the copyright thereto. In the event of termination of this Agreement and upon full payment of fees owed to CONSULTANT,

CONSULTANT shall make available to CLIENT copies of all plans and specifications.

7. Change Orders: CONSULTANT will treat as a change order any written or oral order (including directions, instructions, interpretations or determinations) from CLIENT which request changes in the Agreement or CONSULTANT's scope of work. CONSULTANT will give CLIENT written notice within ten (10) days of a Change Order of any resulting increase in CONSULTANT's fees.

8. Opinion of Cost/Cost Estimates: Since the CONSULTANT has no control over the cost of labor, materials, equipment of services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, any and all opinions as to costs rendered hereunder, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and qualifications and represent its best judgment as an experienced and qualified professional familiar with the construction industry; but the CONSULTANT cannot and does not guarantee the proposals, bids or actual costs and will not vary significantly from opinions of probable costs prepared by it. If at any time the CLIENT wishes greater assurances as to the amount of any costs, he shall employ an independent cost estimator to make such determination.

9. Assignment and Third Parties: Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the CLIENT and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the CLIENT and the CONSULTANT and not for the benefit of any other party. Neither the CLIENT nor the CONSULTANT shall assign, sublet, or transfer any rights under or interests in this Agreement without the written consent of the other which shall not be unreasonably withheld. However, nothing contained herein shall prevent or restrict the CONSULTANT from employing independent subconsultants as the CONSULTANT may deem appropriate to assist in the performance of services hereunder.

10. Project Site: Should CLIENT not be owner of the project site, then CLIENT agrees to notify the site owner of the possibility of unavoidable alteration and damage to the site. CLIENT further agrees to indemnify, defend and hold CONSULTANT harmless against any claims by the CLIENT or persons having possession of the site through the Owner which are related to such alteration or damage.

11. Access to Site: CLIENT is responsible for providing legal and unencumbered access to site, including securing all necessary site access agreements or easements, to the extent necessary for the CONSULTANT to carry out his services.

12. Survival: All of CLIENT's obligations and liabilities, including but not limited to, its indemnification obligations and limitations, and CONSULTANT's rights and remedies with respect thereto, shall survive completion of the expiration or termination of this Agreement.

13. Termination: Either party may terminate the Agreement with or without cause upon ten (10) days advance written notice, if the other party has not cured or taken reasonable steps to cure the breach giving rise to termination within the ten (10) day notice period. If CLIENT terminates without cause or if CONSULTANT terminates for cause, CLIENT will pay CONSULTANT for all costs incurred, non-cancelable commitments, and fees earned to the date of termination and through demobilization, including any cancellation charges of vendors and subcontractors, as well as demobilization costs.

14. Severability: If any provision of this Agreement, or application thereof to any person or circumstance, is found to be invalid then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by the law.

15. No Waiver: No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or difference in character.

16. Merger, Amendment: This Agreement constitutes the entire Agreement between the CONSULTANT and the CLIENT and all integrated negotiations, written and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the CONSULTANT and the CLIENT

17. Unforeseen Occurrences: If, during the performance of services hereunder, any unforeseen hazardous substance, material, element of constituent or other unforeseen conditions or occurrences are encountered which, affects or may affect the services, the risk involved in providing the service, or the recommended scope of services, CONSULTANT will promptly notify CLIENT thereof. Subsequent to that notification, CONSULTANT may: (a) if practicable, in CONSULTANT's sole judgment and with approval of CLIENT, complete the original scope of services in accordance with the procedures originally intended in the Proposal; (b) Agree with CLIENT to modify the scope of services and the estimate of charges to include study of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or (c) Terminate the services effective on the date of notification pursuant to the terms of the Agreement.

18. Force Majeure: Should completion of any portion of the Agreement be delayed for causes beyond the control of or without the fault or negligence of CONSULTANT, including force majeure, the reasonable time for performance shall be extended for a period at least equal to the delay and the parties shall mutually agree on the terms and conditions upon which Agreement may be continued. Force majeure includes but is not restricted to acts of God, acts or failures of governmental authorities, acts of CLIENT's contractors or agents, fire, floods, epidemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.

19. Safety: CONSULTANT is not responsible for site safety or compliance with the Occupational Safety and Health Act of 1970 ("OSHA"). Job site safety remains the sole exclusive responsibility of CLIENT or CLIENT's contractors, except with respect to CONSULTANT's own employees. Likewise, CONSULTANT shall have no right to direct or stop the work of CLIENT's contractors, agents or employees.

20. Dispute Resolution/Arbitration: Any claim or other dispute arising out of or related to this Agreement shall be subject to Arbitration under the Federal Arbitration Act. Such claims and disputes shall first be subject to non-binding mediation, and if mediation is unsuccessful, shall be subject to Arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. Any demand for Arbitration shall be filed in writing with the other party and with the American Arbitration Association.

21. Independent Contractor: In carrying out its obligations, CONSULTANT shall be acting at all times as an independent contractor and not an employee, agent, partner or joint venturer of CLIENT. CONSULTANT's work does not include any supervision or direction of the work of other contractors, their employees or agents, and CONSULTANT's presence shall in no way create any liability on behalf of CONSULTANT for failure of other contractors, their employees or agents to properly or correctly perform their work

22. Hazardous Substances: CLIENT agrees to advise CONSULTANT upon execution of this Agreement of any hazardous substances or any condition existing in, on or near the Project Site presenting a potential danger to human health, the environment or equipment. By virtue of entering into the Agreement or of providing services, CONSULTANT does not assume control of, or responsibility for, the Project Site or the person in charge of the Project Site or undertake responsibility for reporting to any federal, state or local public agencies, any conditions at the project site that may present a potential danger to the public, health, safety or environment except where required of CONSULTANT by law. In the event CONSULTANT encounters hazardous or toxic substances or contamination significantly beyond that originally represented by CLIENT, CONSULTANT may suspend or terminate the Agreement. CLIENT acknowledges that CONSULTANT has no responsibility as a generator, treater, storer, or disposer of hazardous or toxic substances found or identified at a site and CLIENT agrees to defend, indemnify, and hold harmless CONSULTANT, from any claim or liability, arising out of CONSULTANT's performance of work under the Agreement and made or brought against CONSULTANT for any actual or threatened environmental pollution or contamination except to the extent that CONSULTANT has negligently caused such pollution or contamination.

23. Choice of Law: The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the law of the State of North Carolina, excluding only its conflicts of laws principles.

24. Construction Services: If construction administration and review services are requested by the CLIENT, CLIENT agrees that such administration, review, or interpretation of construction work or documents by CONSULTANT shall not relieve any contractor from liability in regard to its duty to comply with the engineering standards for the Project, and shall not give rise to a claim against a contractor's failure to hold in accordance with the applicable plans, specifications or standards.

25. Field Representative: If CONSULTANT provides field services or construction observation services, the presence of the CONSULTANT's field personnel will only be for the purpose of providing observation and field testing of specific aspects of the Project. Should a contractor be involved in the Project, the CONSULTANT's responsibility does not include the supervision or direction of the actual work of any contractor, its employees or agents. All contractors should be so advised. Contractors should also be informed that neither the presence of the CONSULTANT's field representative nor the observation and testing by the CONSULTANT shall excuse contractor in any way for defects in contractor's work. It is agreed that the CONSULTANT will not be responsible for job or site safety on the Project and that the CONSULTANT does not have the right to stop the work of any contractor.

26. Submittals: CONSULTANT's review of shop drawings and other submittals is to determine conformity with the design concept only. Review of shop drawings and submittals does not include means, methods, techniques or procedures of construction, including but not limited to, safety requirements.

ADDENDUM 4

Approval of Professional Services

TASK ORDER NO. 2022-1
BETWEEN
OWNER AND ENGINEER
FOR PROFESSIONAL ENGINEERING SERVICES

FURTHER DESCRIPTION OF BASIC ENGINEERING SERVICES,
AND RELATED MATTERS

This Task Order is hereby included as an addition to and incorporated as part of the Master Service Agreement dated July 8, 2021
between Beaufort County, North Carolina (OWNER),
and Garrett & Moore, Inc. (ENGINEER) for professional services.

CONVENIENCE (MEGA) SITE DESIGN AND PERMITTING

Beaufort County currently operates ten (10) convenience sites throughout the County. All ten convenience sites accept MSW, bulk, cardboard, yard waste debris, and waste oil. Other materials such as white goods, electronics, and metal are accepted at specified sites only.

1. The Basic Services of ENGINEER for this Task Order are as follows:

Task 1 – Conceptual Design

The preliminary design phase will focus on establishing the needs and wants of the OWNER for the new convenience center(s).

For one (1) conceptual design applicable to both sites, ENGINEER will:

- Evaluate the number of containers needed for each material collected.
- Evaluate the cost-benefit of installing compactors for each material collected.
- Evaluate the cost-benefit and/or pros/cons of installing scales/scale houses at the mega sites.
- Prepare 75% complete conceptual design drawings, a Preliminary Design Report, and preliminary cost estimates for review by the OWNER. The Preliminary Design Report will describe the design concepts and approaches, pros/cons, operational considerations, schedule, and other pertinent information required to substantiate the basis of design concept plan.

- Incorporate OWNER's review comments of the 75% conceptual design documents and submit 100% conceptual design documents for the OWNER's approval.

Key Assumptions:

1. The 100% conceptual design defines the layout of the facility that will be used moving forward in subsequent Tasks, to be customized and finalized in Task 9 to meet the unique requirements of each site.

Task 2 – Site Selection

ENGINEER will provide search criteria for County GIS to use in identifying potential sites for future convenience (mega) sites. It is assumed that the North Site will be a convenience sit only, and the South Site will be suitable for a convenience site and a storm debris site.

ENGINEER will review GIS data provided by the County to identify candidate sites.

From the candidate sites, ENGINEER will rank the top three in both the north and south portions of the County (six total "top ranked sites").

ENGINEER will perform a site visit to each of the top ranked sites, along with a subconsultant who will perform preliminary wetland/stream determination for each site, to determine if the top ranked sites contain any potential fatal flaws for their intended use as convenience sites (such as extensive jurisdictional wetlands, streams, and other surface waters).

The ENGINEER will provide the OWNER with a list of the six top ranked sites, along with their recommendation for convenience (mega) site selection in the North and South portions of the County.

Key Assumptions:

1. Site visits will be limited to a maximum of 8 hours total.
2. Sites have frontage along county or DOT maintained road.
3. Does not include Phase 1 Environmental Site Assessment in this step.
4. The result of tasks 1 and 2 is the OWNER signing a contract to purchase one site on the north side and one site on the south side of the County (hereafter referred to as North Site and South Site).

Task 3 – Property Acquisition Assistance

ENGINEER will be available to meet with the County to provide assistance with due diligence issues associated with the purchase of the North and South Site properties.

Prior to property purchase, the ENGINEER will facilitate a septic system perk test at the North Site and the South Site by a soil scientist subconsultant.

Key Assumptions:

1. Property acquisition assistance will be limited to a maximum of 8 hours.

Task 4 – Property Survey

ENGINEER will prepare a property survey of the North Site and the South Site, to include:

- Locate existing property corners as may be found on the subject property, and property corners on adjacent properties as may be necessary to help reestablish the boundary of the subject property.
- Locate all visible and obvious site improvements such as building footprints, roadways, drives, walkways, signs, parking spaces, roadway markings, etc.
- Locate all Storm and Sanitary Sewer to include top and invert elevations, pipe sizes and types, where such determinations are possible.
- locate sub-surface utilities within the survey limits (as specified, above) based on the field observation of visible and obvious aboveground structures and the location of SUE Quality Level B paint markings as determined based on investigations by others.

Key Assumptions:

1. Underground utilities to be located by calling “811” (Call before you dig).

Task 5 – Aerial Survey

ENGINEER will subcontract with a licensed surveyor to prepare a Aerial Survey of the selected site(s) as follows:

- Horizontal control will be based on NC State Grid, NAD’83(2011);
- Vertical control will be based on NAVD’88;
- Topographic survey will be completed using UAS (Unmanned Air System);
- Contours to be mapped to a 1’ (one-foot) interval;
- Aerial mapping will be delivered as a digital CAD file in AutoCAD .dwg format.

Key Assumptions:

1. Maximum site acreage will not exceed 20-acres.

2. The area to be mapped will be cleared with limited ground cover such that traditional photogrammetry methods are capable of mapping the ground surface (i.e., LiDAR bare earth mapping of heavily treed sites is excluded).

Task 6 – Wetland/Stream/Riparian Buffer Delineation

ENGINEER will subcontract:

- Review aerial photos, USGS Quadrangle Maps, County Soil Survey, County GIS data, prior to conducting site visit.
- Conduct a site review to determine if the project site contains jurisdictional wetlands, streams and surface waters. Jurisdictional wetlands will be determined using criteria set forth in the 1987 US Army Corps of ENGINEERS (USACE) Wetlands Delineation Manual and applicable Regional Supplement.
- Delineate all jurisdictional wetlands and stream origins in the field using sequentially numbered Wetland Delineation flagging.
- Review the onsite streams depicted on the USGS 7.5-minute Quadrangle and the County Soil Survey to determine subjectivity to the Riparian Buffer Rules (if any). Streams will be evaluated using the procedures set forth in the 2005 North Carolina Division of Water Quality (NC-DWQ) Stream Classification Method.
- Locate all wetland and stream origin flags using a mapping grade Trimble GPS unit. The GPS data will be utilized for preparation of the exhibits for agency verification requests.
- Prepare a Preliminary Delineation Exhibit documenting the results of the delineation, which will be provided to the Client for preliminary planning purposes and to the surveyor to facilitate field location of the delineated features.

Key Assumptions:

1. Maximum site acreage will not exceed 20-acres.

Task 7 - US Army Corps of Engineers Jurisdictional Determination

ENGINEER will prepare a Jurisdictional Determination Request and all required documents, forms, and datasheets in support of the wetland delineation and submit to the US Army Corps of Engineers (USACE).

- If required, coordinate with the USACE to schedule a site visit to review and verify the wetland delineation. Upon completion of the review, any changes to the original wetland line will be communicated to the surveyor for incorporation into the final wetland survey.

Key Assumptions:

1. Maximum site acreage will not exceed 20-acres.

Task 8 – Geotechnical Investigation

ENGINEER will prepare a geotechnical investigation work plan to evaluate soil material properties as needed to design retaining walls and pavement sections.

ENGINEER will subcontract with a driller to perform geotechnical soil borings.

ENGINEER will subcontract with a soil material testing firm for soil material analysis.

Key Assumptions:

1. Drilling locations are assumed to be accessible without requiring clearing or road building to reach proposed locations.
2. The geotechnical investigation will require up to five (5) borings drilled to a maximum depth of 30 vertical feet deep with continuous standard penetration testing (SPT).
3. The geotechnical investigation will collect up to three (3) undisturbed Shelby tube samples.
4. Geotechnical laboratory testing will consist of up to one (1) consolidated undrained triaxial shear test, five (5) grain size with hydrometer analyses, one (1) California Bearing Ratio (CBR) test, and three (3) Atterberg limits tests.

Task 9 – Construction Drawings

Based on the conceptual design described above in Task 1, ENGINEER will prepare two sets of construction drawings customized to the selected North and South Sites.

The Drawing Index will include:

GENERAL

- G001 COVER
- G002 DRAWING INDEX
- G003 GENERAL NOTES AND LEGEND
- G004 ARCHITECTURAL ABBREVIATIONS, SYMBOLS AND GENERAL NOTES
- G101 BUILDING CODE SUMMARY

LAYOUT

- L001 LAYOUT PLAN

- L002 STRIPING AND SIGNAGE PLAN
- L003 PLANTING PLAN
- L004 DETAILS
- L005 DETAILS

CIVIL

- C001 PROJECT LOCATION AND ACCESS PLAN
- C002 EXISTING CONDITIONS PLAN
- C003 OVERALL UTILITY PLAN
- C004 UTILITY PLAN INSETS
- C005 OVERALL GRADING AND DRAINAGE PLAN
- C006 GRADING AND DRAINAGE INSETS AND TABLES
- C007 STORM DRAINAGE PROFILES I
- C008 STORM DRAINAGE PROFILES II
- C009 CONSTRUCTION PHASING PLAN
- C010 SEDIMENT AND EROSION CONTROL PLAN
- C011 PAVING DETAILS
- C012 UTILITY DETAILS I
- C013 UTILITY DETAILS II
- C014 UTILITY DETAILS III
- C015 GRADING AND DRAINAGE DETAILS I
- C016 GRADING AND DRAINAGE DETAILS II
- C017 EROSION AND SEDIMENT CONTROL NOTES (NCGO1)
- C018 EROSION AND SEDIMENT CONTROL DETAILS I
- C019 EROSION AND SEDIMENT CONTROL DETAILS II
- C020 ASPHALT ROAD PLAN
- C021 ASPHALT ROAD PROFILE

ARCHITECTURAL

- A001 STAFF BUILDING FLOOR AND ROOF PLANS

- A002 CONVENIENCE CENTER OVERALL PLAN + ENLARGED BAY PLAN
- A003 REFLECTED CEILING PLAN AND FINISH PLAN
- A004 STAFF BUILDING EXTERIOR ELEVATIONS
- A005 CONVENIENCE CENTER EXTERIOR ELEVATIONS
- A006 STAFF BUILDING SECTIONS
- A007 ENLARGED TOILET AND KITCHENETTE ELEVATIONS
- A008 ENLARGED STAIR PLANS AND DETAILS
- A009 WALL SECTIONS I
- A010 WALL SECTIONS II
- A011 WALL SECTIONS III
- A012 PLAN DETAILS I
- A013 PLAN DETAILS II
- A014 MILLWORK DETAILS
- A015 ENLARGED CLOSET SHELVING PLAN AND DETAILS
- A016 HEAD JAMB AND SILL DETAILS
- A017 ROOF DETAILS
- A018 DOOR AND WINDOW SCHEDULE

STRUCTURAL

- S001 GENERAL STRUCTURAL NOTES I
- S002 GENERAL STRUCTURAL NOTES II
- S003 FOUNDATION PLAN
- S004 ROOF FRAMING PLAN
- S005 STRUCTURAL FOUNDATION DETAILS
- S006 STRUCTURAL FRAMING DETAILS

MECHANICAL

- M001 MECHANICAL ABBREVIATIONS, LEGEND AND GENERAL NOTES
- M002 MECHANICAL PLAN AND SCHEDULES
- M003 MECHANICAL DETAILS I

- M004 MECHANICAL DETAILS II

PLUMBING

- P001 PLUMBING ABBREVIATIONS, LEGEND, GENERAL NOTES, AND SCHEDULES
- P002 PLUMBING PLANS, SECTIONS & RISERS
- P003 PLUMBING DETAILS I
- P004 PLUMBING DETAILS II

ELECTRICAL

- E001 ELECTRICAL LEGEND AND NOTES
- E002 ELECTRICAL GENERAL NOTES
- E003 SITE PLAN
- E004 ELECTRICAL LIGHTING AND POWER PLAN
- E005 ELECTRICAL DETAILS
- E006 ELECTRICAL DETAILS

Key Assumptions:

1. Budget allocation for subconsultant includes provision of a small Attendance House, including provision for a small sitting/office area, water, bathroom (toilet and sink), electrical, and HVAC.
2. This task does not include scales, scale houses, or other separate facilities for materials not currently collected at convenience centers.

Task 10 – Erosion and Sediment Control Permitting

The ENGINEER will prepare and submit two Erosion and Sediment Control applications in pursuit of NCDEQ-Land Quality express review route approval for the North and South Sites. This task will cover the permitting process with NCDEQ-Land Quality and will involve the following:

- Financial Responsibility Form;
- Plan Checklist;
- Plans and supporting documentation prepared in accordance with NCDEQ-Land Quality requirements;

Key Assumptions:

1. Assuming 10-acres of disturbance per site.

2. Budget allocation includes express route permitting fees.

Task 11 – Water Supply and Sewer Permitting

ENGINEER will provide technical information needed for the County to prepare an application for a water service line or an on-site water supply well, and for an application for an on-site septic tank and drain field.

Key Assumptions:

1. Adequate onsite area with soils which perk adequately for onsite septic tank consistent with residential units.

Task 12 – NCDOT Driveway Permitting

ENGINEER will prepare two sets of drawings – one for the North Site and one for the South Site – that will include the following sheets:

- Existing Conditions Plan;
- Proposed Plan and Profile Sheets of the road widening, restoration and associated utility work;
- Proposed access improvements and associated grading.
- Roadway Cross Sections – ENGINEER will provide Cross Sections for the proposed location in accordance with Jurisdiction and NCDOT requirements. The cross sections will depict existing and proposed cross sections at minimum fifty (50) foot intervals;
 - Roadway Striping & Signage Plan – ENGINEER will provide a Striping & Signage plan in accordance with MUTCD and NCDOT for the required improvements.

ENGINEER shall coordinate with the OWNER and NCDOT to prepare and submit the necessary Driveway, Two-Party & Three-Party Encroachment agreements and construction drawings for construction of the access and/or roadway improvements for the North and South Sites.

Tasks 10, 11, and 12 are the only permitting tasks that have been identified at this time. No other permitting efforts are included in this task order.

Task 13 – Project Manual

ENGINEER will prepare a Project Manual to include bidding and contract documents and technical specifications.

ENGINEER will prepare bidding and contract documents using the Standard General Conditions of the Construction Contract as prepared by the ENGINEER's Joint Contract Documents Committee (EJCDC).

As part of the bidding and contract documents, the ENGINEER will prepare a detailed unit rate bid form and measurement and payment specification.

ENGINEER will compile Divisions 1-16 of the technical specifications for the project based on the approved design. Specification sections will be added, in addition to those approved by DHEC, for the General Requirements of the contract including: Summary of Work, Measurement and Payment, Application for Payment, Special Project Procedures, Change Order Procedures, Field Engineering, Project Meetings, Construction Schedules, Shop Drawings, Construction Photographs, Testing and Laboratory Services, Substitutions and Product Options, Contract Closeout, Project Record Documents, and Warranties and Bonds.

ENGINEER will submit the Project Manual to the OWNER for review by County staff at 90% complete. ENGINEER will attend one meeting for review of the 90% draft Project Manual. Based on review comments, ENGINEER will revise the Project Manual consistent with review comments and make additional revisions as necessary.

Key assumptions:

1. One project manual will be prepared such that both sites are constructed by one CONTRACTOR under one contract.

Task 14 – Bid Assistance

ENGINEER will perform public bid phase activities including the following:

- Prepare line item quantity take off for use in the bid form and Technical Specifications (OWNER to provide Front End Documents);
- As requested by the OWNER, answer CONTRACTOR/client questions during bidding;
- Assist with preparation of addenda (estimated up to 2 addenda);
- Evaluate bids and prepare bid tabulation;
- Provide award recommendation to the OWNER.

Task 15 – Execution of the Construction Contract

Under this task, ENGINEER will prepare and facilitate the execution of the Contract Documents for the CONTRACTOR and County. ENGINEER will complete the following items:

1. Review the Contract Documents with the OWNER and incorporate any changes into the final documents;
2. Review proposed changes with the CONTRACTOR prior to sending final documents for execution;
3. Prepare five sets of Contract Documents and forward them to the CONTRACTOR for execution;
4. Review the CONTRACTOR's executed Agreements including the Performance and Payment Bond, Financial Statement, Insurance coverages, etc; and
5. Forward approved contracts to the OWNER for signature and distribute fully executed contracts to all parties.

Task 16 - Pre-Construction Conference

ENGINEER will attend a Pre-Construction Conference. At the pre-construction conference, ENGINEER will assist the OWNER to define procedural guidelines and specific project requirements. Among the items to be addressed are: correspondence distribution, shop drawing and scheduling procedures, Notice-to-Proceed date, critical schedule requirements, staging areas, emergency procedures, survey control requirements, erosion and sedimentation control inspection procedures, and quality control procedures.

Task 17 – Administration of the Construction Contract

ENGINEER will consult with OWNER and act as OWNER's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned in said General Conditions shall not be modified, except as ENGINEER may otherwise agree in writing. All of County's instructions to CONTRACTOR will be issued through ENGINEER, who shall have authority to act on behalf of OWNER in dealings with CONTRACTOR to the extent provided in this Agreement and said General Conditions except as otherwise provided in writing.

Under this task, ENGINEER will act on behalf of the OWNER and act as its representative during the construction period. ENGINEER will provide contract administration required for the Project, including:

1. Carry out the duties and responsibilities as stated in the General Conditions and Supplemental conditions of the construction contract;
2. On behalf of the OWNER, ENGINEER shall administer the construction contract, responding to CONTRACTOR's correspondence, and issuing instructions from the OWNER; maintain a complete document file for the project. Documents to be maintained include, but are not limited to:

correspondence, quality control procedures, quality control testing for soils, inspection records, shop drawing schedule, change orders, scheduling, project meetings, costs and disbursement data, progress reports and all other documents pertaining to the construction contract.

Key Assumptions:

1. The fee for this task is based on a 150-calendar-day construction contract time. If conditions of the Agreement or the scope of the work defined in the Agreement between the CONTRACTOR and OWNER is modified such that the contract time is modified, then ENGINEER and OWNER may negotiate a modification to the fee for this task.

Task 18 – Progress Meetings

During the estimated 150-calendar day construction period, ENGINEER will attend progress meetings approximately every two weeks from Notice-to-Proceed through Substantial Completion. It is assumed the purpose of the progress meetings is to address items such as: scheduling slippages, coordination problems, design issues, pending change orders, outstanding shop drawings, procurement delays, and any other issues related to completion of the project. This task assumes a total of 15 progress meetings.

Key Assumptions:

1. If conditions of the Agreement or the scope of the work defined in the Agreement between the CONTRACTOR and OWNER is modified such that the contract time is modified, then ENGINEER and OWNER may negotiate a modification to the fee for this task.

Task 19 – Shop Drawing / Submittal Review

ENGINEER will review and approve (or take other appropriate action with respect to) Shop Drawings and samples, the results of tests and inspections, and other data, which the CONTRACTOR is required to submit in accordance with the Contract Documents. ENGINEER will transmit one copy of the shop drawings to the OWNER with written comments. Included in the shop drawing review is the assessment of alternates proposed by the CONTRACTOR. All alternate requests will be carefully scrutinized for conformance with the Contract Specifications. During construction, ENGINEER will maintain a file with a copy of all shop drawings (including as-built documents) for submission to the OWNER upon completion of the project.

Task 20 – Design Clarifications / Change Orders

ENGINEER will provide services in connection with change orders to the construction contract that reflect minor changes or deletions requested by the OWNER, ENGINEER,

or the CONTRACTOR. An accurate listing of additional costs and credits as a result of change orders will be maintained by ENGINEER. Upon receipt of a requested change order, it will be reviewed with the OWNER. Larger changes or claims asserted by CONTRACTOR and redesigns requested by the OWNER or CONTRACTOR may require additional fees, analyses, or evaluation beyond the scope of this Agreement.

A necessary part of any construction project is the preparation of design clarifications and other routine supplementary information. This work will be performed by the ENGINEER. On behalf of the OWNER, ENGINEER will issue necessary interpretations and clarifications of the Contract Documents; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work there under and make decisions on claims of the OWNER and ENGINEER relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.

Task 21 – Review Pay Requests

Based on our on-site observations and review of the applications for progress payment and the accompanying data and schedules; ENGINEER will evaluate the percentage of completion submitted by the CONTRACTOR and recommend in writing payments to CONTRACTOR in the appropriate amount.

ENGINEER will determine the amounts that ENGINEER recommends CONTRACTOR be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to OWNER, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, the Work has progressed to the point indicated, the quality of such is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the Work. In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Contract Documents).

By recommending any payment, ENGINEER shall not thereby be deemed to have represented that observations made by ENGINEER to check the quality or quantity of the Work as it is performed and furnished have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER 's review of the Work for the purposes of recommending

payments nor ENGINEER 's recommendation of any payment including final payment will impose on ENGINEER responsibility to supervise, direct, or control the Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or CONTRACTOR's compliance with Laws and Regulations applicable to the Work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to County free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between OWNER and CONTRACTOR that might affect the amount that should be paid.

Key Assumptions:

1. The fee for this task assumes a 150-calendar day construction period, and progress payment application by the CONTRACTOR of no more frequent than monthly. A total of four (4) progress payment applications are budgeted for this task.
2. If conditions of the Agreement or the scope of the work defined in the Agreement between the CONTRACTOR and OWNER is modified such that the contract time is modified, then ENGINEER and OWNER may negotiate a modification to the fee for this task.

Task 22 – Final Inspection / Contract Closeout

At completion, ENGINEER will conduct a walk-through inspection with the CONTRACTOR to determine if the Project has reached completion and prepare a punch list of work items remaining. ENGINEER will conduct one final inspection to determine if the work is acceptable; at the appropriate time ENGINEER will recommend in writing final payment to CONTRACTOR and give written notice to the OWNER and the CONTRACTOR that the work is acceptable. A certification will be provided that the project has been completed in accordance with the bid plans and specifications.

1. The responsibilities of OWNER are as follows:
 - Provide data for waste tonnages by category and by generator.
 - Provide budgets for the solid waste program.
 - Provide copy of current Solid Waste ordinance and new draft ordinance.
2. The time period for the performance of ENGINEER's services are as follows:

See attached Schedule.

3. The method of payment for services rendered by ENGINEER shall be set forth as follows:

See attached Fee Table.

ENGINEER will invoice OWNER monthly on a task-by-task basis based on percent complete for each task.

4. OWNER has established the following special provision and/or other consideration or requirements in respect to the Assignment:

None.

IN WITNESS WHEREOF, the parties hereto have executed this Task Order to be effective as of the date executed by OWNER.

FOR THE OWNER:

Beaufort County, North Carolina

By: _____

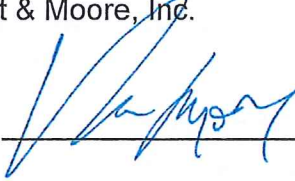
Name: Brian M. Alligood

Title: County Manager

Date:

FOR THE ENGINEER:

Garrett & Moore, Inc.

By:  _____

Name: Vance F. Moore, P.E.

Title: President

Date: March 2, 2022

TASK ORDER NO. 2022-1 BEAUFORT COUNTY CONVENIENCE MEGA SITES FEE TABLE		
Task No.	Description	G&M Total \$
Task 1	Conceptual Site Plan	\$ 24,320
Task 2	Site Selection - Two Sites	\$ 12,000
Task 3	Property Acquisition Assistance	\$ 2,400
Task 4	Property Survey	\$ 2,400
Task 5	Topographic Survey	\$ 2,400
Task 6	Wetland/Stream/Riparian Buffer Delineation	\$ 2,400
Task 7	US Army Corps of Engineers Jurisdictional Determination	\$ 2,400
Task 8	Geotechnical Investigation	\$ 30,320
Task 9	Construction Drawings	\$ 25,300
Task 10	E&SC Permit App	\$ 34,880
Task 11	Water & Sewer Permit App	\$ 3,440
Task 12	NCDOT Driveway Permit	\$ 15,360
Task 13	Project Manual	\$ 11,600
Task 14	Bld Administration	\$ 6,400
Task 15	Contract Execution	\$ 1,280
Task 16	Pre-Construction Meeting	\$ 1,760
Task 17	Contract Admin	\$ 80,778
Task 18	Progress Meetings	\$ 11,960
Task 19	Review Submittals	\$ 11,200
Task 20	Design Clarifications/Change Orders	\$ 3,520
Task 21	Pay Applications	\$ 8,960
Task 22	Final Inspection/Closeout	\$ 3,520
		\$ 298,598

SUBCONSULTANT BUDGET ALLOCATIONS									
Inspector	Environmental	Survey	Landscape Architect	Drilling	Electrical	Structural	Application Fees	Subconsultant Budget Total	
\$	\$	\$	\$	\$	\$	\$	\$	\$	
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
\$ -	\$ 4,000	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 4,000	
\$ -	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 5,000	
\$ -	\$ -	\$ 30,000	\$ -	\$ -	\$ -	\$ -		\$ 30,000	
\$ -	\$ -	\$ 20,000	\$ -	\$ -	\$ -	\$ -		\$ 20,000	
\$ -	\$ 15,000	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 15,000	
\$ -	\$ -	\$ 10,000	\$ -	\$ -	\$ -	\$ -		\$ 10,000	
\$ -	\$ -	\$ -	\$ -	\$ 30,000	\$ -	\$ -		\$ 30,000	
\$ -	\$ -	\$ -	\$ 5,000	\$ -	\$ 10,000	\$ 20,000		\$ 35,000	
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000	\$ 5,000	
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\$ 64,110	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 64,110	
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
\$ -	\$ -	\$ -	\$ 1,000	\$ -	\$ 3,000	\$ 5,000		\$ 9,000	
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
\$ 64,110	\$ 24,000	\$ 60,000	\$ 6,000	\$ 30,000	\$ 13,000	\$ 25,000	\$ 5,000	\$ 227,110	

Grand Total \$
\$ 24,320
\$ 16,000
\$ 7,400
\$ 32,400
\$ 22,400
\$ 17,400
\$ 12,400
\$ 60,320
\$ 60,300
\$ 39,880
\$ 3,440
\$ 15,360
\$ 11,600
\$ 6,400
\$ 1,280
\$ 1,760
\$ 144,888
\$ 11,960
\$ 20,200
\$ 3,520
\$ 8,960
\$ 3,520
\$ 525,708

ADDENDUM 5

Solid Waste Ordinance Update

Sec. 52-201. - Solid waste disposal.

(1) No owner, occupant, tenant, or lessee of any property may deposit, store, or permit to accumulate any solid waste upon his property that is not stored or disposed of in a manner prescribed by this article.

(2) The owner, occupant, tenant, or lessee of any property shall remove or cause to be removed all solid waste from his property at a frequency rate that will control odor, rodents, and other nuisance conditions. The recommended frequency rate is once per week.

(3) Garbage shall be stored only in containers that are durable, nonabsorbent, nonleaking, and easily cleaned. Containers should have a close fitting, fly-tight cover in place and adequate handles or bales to facilitate handling. In addition to the containers described in this subsection, solid waste may be stored in other containers that are adequate and suitable receptacles. Garbage placed in receptacles that do not have a fly-tight cover shall be wrapped, bagged or enclosed in paper or plastic material. Each container shall be kept clean so that no other nuisance condition exists.

(4) Solid waste shall be stored in a manner that will not provide harborage to rodents and vermin and will not create a fire hazard.

(5) No owner, occupant, tenant or lessee of a building or dwelling, other than a licensed salvage and recycling operation, may place or leave or cause to be placed or left outside the building or dwelling, any bulk wastes for longer than one week.

(6) No owner, tenant or lessee of any building or dwelling, may leave outside the building or dwelling, in a place accessible to children, any abandoned or unattended icebox, refrigerator or other receptacle that has an airtight door without first removing the door or locking the door closed, so that entry to the appliance or receptacle by children has been eliminated.

(7) No person may discard, dispose, leave, or dump any solid waste on or along any street or highway or on a public or private property unless such solid waste is placed in a receptacle at a location designated for the deposit of solid waste.

Sec. 52-204. - Transportation of solid waste.

No individual shall transport solid waste, demolition/construction/landscape waste, or yard waste in any vehicle or container unless the waste is covered by being in an enclosed vehicle or container or otherwise adequately covered by a metal or fabric cover; provided, however, a person may transport loads consisting solely of limbs if they are securely tied to the motor vehicles or trailer. The driver and/or owner of such vehicle shall be cited for violation of this article as provided in section 20-35. The enforcement officer shall not unreasonably exercise his authority in the enforcement of this article. A violation of this section is punishable as a misdemeanor.

Sec. 52-205. - Littering and unauthorized dumping.

(1) It shall be unlawful to leave solid waste at a collection center or landfill unless there is an employee on duty to direct and supervise the disposing of the solid waste at the site.

(2) It shall be unlawful for any person to litter at collection centers. Littering shall include dumping solid waste in a solid waste container and causing the container to overflow. It shall be unlawful for any person to dump solid waste at a landfill except in areas designated by the landfill operators on duty. All costs incurred by the county in the collection and removal of litter at a collection center or landfill, or in the collection and proper disposition of unauthorized dumping at a landfill shall be recoverable from the person who littered or dumped in violation of this article and from the person who generated such litter or unauthorized dumped material.

(3) If any solid waste disposed of in violation of this article can be identified as having last belonged to, been in the possession of, sent to or received by or to have been the property of any person prior to being disposed of, such identification shall be presumed to be prima facie evidence that such person disposed of or caused to be disposed of such solid waste in violation of this article.

(a) A violation of this section is punishable as a misdemeanor.

ADDENDUM 6

NCDPS Grant Award

North Carolina Department of Public Safety

**Agreement #BEAUFORTCO 2021-2023
Beaufort County Sheriff's Office**

This Agreement is hereby entered into by and between the Department of Public Safety (the "AGENCY") and the Beaufort County Sheriff's Office (the "RECIPIENT") (referred to collectively as the "Parties"). The RECIPIENT's federal tax identification number is 566001521.

1. EFFECTIVE TERM

This agreement shall be effective starting November 18, 2021 and this agreement shall terminate on June 30, 2023.

2. RECIPIENT'S DUTIES

The RECIPIENT shall provide the services as described below:

The RECIPIENT is authorized to use funds by this agreement for expense incurred in enforcing the law as directed by the NC General Assembly in Session Law 2021-180 (House Bill-105).

The RECIPIENT's scope of work is a complete and concise scope of goods or services supported by this agreement and consistent with language in Session Law 2021-180.

The RECIPIENT agrees to use the funds provided to the sheriff's office pursuant to Section 19A.3.(c) shall be a supplemental to and shall not supplant local funding for sheriff's office.

The RECIPIENT agrees to use the funds in the amounts allocated for the budget cost items set forth in the RECIPIENT's Budget. RECIPIENT may reallocate and/or redistribute among budgeted items up to 10% in overall budget costs without the express written permission of the AGENCY. RECIPIENT agrees that it will not reallocate and/or redistribute any overall budget costs that will exceed 10% on any annual basis without first obtaining the express authorization of the AGENCY in writing.

The RECIPIENT understands and acknowledges that total funding level available under this agreement will not exceed \$84,269.66. Attachment A provides scope of work and payment amounts to be paid to RECIPIENT. RECIPIENT agrees to complete all sections of the Quarterly or Periodic Status Report & Accounting (Attachment B) following each quarter, and provide all supporting documentation when the quarterly Accounting is submitted.

The RECIPIENT shall provide the following: W-9/Electronic Payment/Vendor Verification form (09 NCAC 03M.002), Conflict of Interest Statement (N.C.G.S. 143C- 6-23.(b)). and No Overdue Tax Debt Certification (N.C.G.S. 143C-6-23.(c)) to the Agency.

Pursuant to N.C.G.S 143C-6- 8, the RECIPIENT understands and agrees that agreement funding shall be subject to the availability of appropriated funds. However, in the event of agreement termination due to lack of adequate appropriated funds, the AGENCY will ensure that it will pay for services and goods acquired and obligated on or before the notice of agreement termination.

Directed grants to nonprofit organizations are for nonsectarian, nonreligious purposes only (S.L. 2021-180, Sec. 5.2 (b)5). State funds for any one employee of a nonprofit are capped at \$120,000.00 (S.L. 2021-180, Sec. 5.3). Funds shall not revert until June 30, 2023 (S.L. 2021-180, Sec. 5.2).

The RECIPIENT understands and acknowledges required compliance with all statutory provisions outlined in N.C.G.S. 143C-6-22 Use of State funds by non-State and 09 NCAC 03M .0205, Minimum Reporting Requirements for Recipients and Subrecipients.

AGENCY'S DUTIES & PAYMENT PROVISIONS

The AGENCY shall ensure that funds allocated and disbursed per State Budget Director, Charles Perusse, comply with the intent and guidance from the Office of State Budget & Management and ensure compliance with related state statutes and financial management standards.

The AGENCY shall pay the RECIPIENT a total not to exceed \$84,269.66. The appropriation shall be distributed in one payment from North Carolina General Fund for \$84,269.66 and submit to the AGENCY all required documentation. Once the AGENCY is satisfied that the RECIPIENT has provided all the required documentation, the requested distributions can be processed for payment. The distributions of funds will be coded to 536613 1100-1170.

3. QUARTERLY STATUS REPORTING

The RECIPIENT agrees to provide quarterly, or 90-day project status reports to be sent electronically from the RECIPIENT to the AGENCY and shall at a minimum include:

- a. Period stating beginning balance of the Project Fund.
 - i. Total expenses disbursed (aggregate totals) by the following project uses:
 - a. Employee Expenses (e.g program related staffing).
 - b. Service and Contract expenses (e.g. utilities, telephone, data, lease related expenses).
 - c. Goods (e.g. supplies and equipment) expenses.
 - d. Administration Expenses (e.g overhead & project management).
 - e. Other expenses (e.g. related charges not assigned above and described by recipient).
 - ii. Period ending balance of the RECIPIENT funding disbursed pursuant to this agreement.
 - iii. A descriptive summary of how the funds were used including outcomes and specific deliverables or accomplishments to date

ATTACHMENT B is a copy of the quarterly status tracking report.

- b. Quarterly project status reports shall be emailed to Nancy Gemma; nancy.gemma@ncdps.gov

4. FUNDS MANAGEMENT

The RECIPIENT agrees that funds paid through this contract shall be accounted for in a separate fund and accounting structure within the RECIPIENT's central accounting and grant management system. The RECIPIENT agrees to manage all accounts payable disbursements, check register disbursements and related transactions in a detailed manner that supports fully transparent accounting of all financial transactions associated with this funding allocations described in Section 3 above. Expenditures for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract shall be reasonable and supported by documentation. State rates should be used as guidelines. International travel shall not be eligible under this Contract. If eligible, the Recipient and all subrecipients 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 N.C.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 quarterly project status reports.

5. AGREEMENT ADMINISTRATORS

All notices permitted or required to be given by one Party to the other and all questions about the Agreement from one Party to the other shall be addressed and delivered to the other Party's Agreement Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Agreement Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Agreement 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
Tara Williams-Brown, Controller NC Department of Public Safety 4220 Mail Service Center Raleigh, NC 27699-4220 Telephone: 919-324-1409 Fax: 919-324-6240 Email: tara.williams-brown@ncdps.gov	Tara Williams-Brown, Controller NC Department of Public Safety 2020 Yonkers Road Raleigh, NC 27604 Telephone: 919-324-1409 Fax: 919-324-6240 Email: tara.williams-brown@ncdps.gov

For the RECIPIENT	
IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Anita Radcliffe, Finance Director Charles Rose, Project Director Beaufort County 132 2RD ST Washington, NC 27899-4901 Telephone: 252-946-7721 Fax: 252-631-0806 Email: anita.radcliffe@co.beaufort.nc.us crose@co.beaufort.nc.us	

6. MONITORING AND AUDITING

The RECIPIENT acknowledges and agrees that, from and after the date of execution of this Agreement and for five (5) years following its termination, the books, records, documents and facilities of the RECIPIENT are subject to being audited, inspected and monitored at any time by the AGENCY upon its request (whether in writing or otherwise). The RECIPIENT further agrees to provide AGENCY staff and staff of the Office of State Auditor with access to financial and accounting records to support internal audit, financial reporting and related requirements.

The RECIPIENT acknowledges and agrees that, regarding the grant funds, it will be subject to the audit and reporting requirements prescribed in N.C.G.S. 159-34, Local Government Finance Act – Annual Independent Audit, rules and regulations. Such audit and reporting requirements may vary depending upon the amount and source of grant funding received by the RECIPIENT and are subject to change.

7. TAXES

The RECIPIENT shall be considered to be an independent RECIPIENT and as such shall be responsible for all taxes. The RECIPIENT agrees to provide the AGENCY with the RECIPIENT'S correct taxpayer identification number upon the execution of this Agreement. The RECIPIENT agrees that failure to provide the AGENCY with a correct taxpayer identification number authorizes the AGENCY to withhold any amount due and payable under this Agreement.

8. SITUS

This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement of this Agreement shall be filed in State court in Wake County, North Carolina.

9. SUBCONTRACTING AND ASSIGNMENT

The RECIPIENT agrees that by assigning or subcontracting any work related to the contract to a subcontractor or SUB-RECIPIENT, that such entities shall comply with the following:

- (a) The RECIPIENT or SUB-RECIPIENT is not relieved of any of the duties and responsibilities of the original contract; and
- (b) The SUB-RECIPIENT agrees to abide by the standards contained in this contract and to shall provide all information to allow the RECIPIENT to comply with these standards.

RECIPIENT agrees that all SUB-RECIPIENTS to this agreement shall comply with the following provisions of the North Carolina Administrative Code: "09 NCAC 03M .0203 SUB-RECIPIENT RESPONSIBILITIES."

10. ADVERTISING

RECIPIENT agrees not to use the existence of this contract, the name of the AGENCY, the or the name of the State of North Carolina as part of any commercial advertising, without prior written approval of the AGENCY.

11. COMPLIANCE WITH LAW

The RECIPIENT shall remain an independent RECIPIENT and as such shall be wholly responsible for the scope of work to be performed under this Agreement and for the supervision of his employees and assistants. The RECIPIENT represents that it has, or will 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. The RECIPIENT shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of his business and work performance under this Agreement, including those of Federal, State, and local agencies having appropriate jurisdiction.

The Recipient acknowledges and agrees that, in its conduct under this Contract and in connection with any and all expenditures of grant funds made by it, it shall comply with the cost principles enunciated in the Code of Federal Regulations, 2 CFR, Part 200. The Recipient further acknowledges and agrees that, if it grants any of the grant funds awarded hereunder to one or more sub-recipients or sub-sub-recipients, the Recipient shall, by contract, ensure that said cost principles are made applicable to and binding upon any and all such sub-recipients, sub-sub-recipients, etc. in their handling, use and expenditure of the funds awarded to the Recipient hereunder.

12. TERMINATION OF AGREEMENT

This agreement may be terminated by mutual consent upon sixty (60) days written notice to the other party, or as otherwise provided by law. As soon as reasonably possible following termination of this agreement, the amount of any residual unexpended funds shall be transferred to the AGENCY.

13. AMENDMENTS

This Agreement may be amended in writing which documents approval of changes by both the AGENCY and the RECIPIENT.

14. AGREEMENT CLOSE-OUT PROCESS

The RECIPIENT agrees to submit to the AGENCY a complete performance and expenditure status report (final report) within ninety (90) days after expiration of this agreement June 30, 2023:

- 1) A complete accounting of how the appropriated funds were used;
- 2) A complete performance status report; and
- 3) A Certification stating the funds were used for the purpose appropriated (AGENCY will supply template).

The above noted reports shall include RECIPIENT and SUB-RECIPIENT reporting information related to the above noted quantitative results and accomplishments. RECIPIENT and any SUB-RECIPIENTS agree that all program activity results information reported shall be subject to review and authentication as described in Paragraph 7 and RECIPIENT will provide access to work papers, receipts, invoices and reporting records, if requested by the AGENCY, as the AGENCY executes any audit internal audit responsibilities.

RECIPIENT will be deemed noncompliant if its final report is not submitted within the 90-day period stated above. Once the complete final performance and financial status report package has been received and evaluated by the AGENCY, the RECIPIENT will receive official notification of agreement close-out. The letter will inform the RECIPIENT that the AGENCY is officially closing the agreement and retaining all agreement files and related material for a period of five (5) years or until all audit exceptions have been resolved, whichever is longer.

15. AUTHORIZED SIGNATURE WARRANTY

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement. **In Witness Whereof**, the RECIPIENT and the AGENCY have executed this Agreement in duplicate originals, with one original being retained by each party.

BEAUFORT COUNTY

<i>Anita Radcliffe</i>	2/11/2022 11:17:57 EST
Signature	Date

Printed Name	Title
--------------	-------

NC DEPARTMENT OF PUBLIC SAFETY

<i>Jara Williams-Brown</i>	2/11/2022 11:27:24 EST
Signature	Date

Printed Name

Title

**AN ORDINANCE TO ESTABLISH A GRANT PROJECT
BEAUFORTCO 2021-2023
BEAUFORT COUNTY SHERIFF'S OFFICE
BEAUFORT COUNTY, N.C.
FOR FISCAL YEAR 2021-2022**

BE IT ORDAINED, by the County Commissioners of Beaufort County, North Carolina, that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project is hereby established:

Section 1. The Grant Project is to account for funds provided by the NC Department of Public Safety to the Beaufort County Sheriff's Office to be used to purchase equipment for use in enforcing the law.

Section 2. The Board of Commissioners of Beaufort County adopts this grant project ordinance with the following estimated revenues and expenses:

REVENUES:

430-3470-443004	GRANT REVENUE	<u>\$ 84,270</u>
	TOTAL	\$ 84,270

EXPENSES:

430-4910-540000	EQUIPMENT PURCHASES	<u>\$ 84,270</u>
	TOTAL	\$ 84,270

Section 3. The officers of this unit are hereby directed to proceed with the project.

Section 4. The Finance Officer is hereby directed to maintain within the Grant Project Fund sufficient specific detailed accounting records.

Section 5. Copies of this grant project ordinance shall be furnished to the County Clerk, Budget Officer, and to the Finance Officer for direction in carrying out this project.

Section 6. This ordinance shall become effective upon its adoption.

This the 7th day of March, 2022.

Chairman

Attest:

Clerk

ADDENDUM 7

American Rescue Plan Update

Beaufort County
ARPA Funding Uses

<u>Source of Revenue</u>	<u>ARP Budgeted Amounts</u>	<u>Designated Cares Funding</u>	<u>Total</u>
ARPA Funding Allocated to Beaufort County	\$9,110,000		\$9,110,000
GF Balance Generated from Cares Funding		\$500,000	\$500,000
<u>General Fund Uses:</u>			
Jail Architect Fees	\$27,000		\$27,000
Broad Band	\$4,000,000	\$500,000	\$4,500,000
Multi-Purpose Building	<u>\$1,500,000</u>		<u>\$1,500,000</u>
GF Portion	\$5,527,000		\$6,027,000
<u>Water Fund Uses:</u>			
SCADA System Replacement	700,000		\$700,000
Swan Point Mobile Home Pk. Water Ext.	187,000		\$187,000
4 Elevated Storage Tank Mixers	112,000		\$112,000
Directional Drills on Hwy 99	285,000		\$285,000
Various line upgrades to larger lines w/flushing	250,000		\$250,000
Address water line issues at Railroad Crossings	<u>75,000</u>		<u>75,000</u>
Water Portion	\$1,609,000		\$1,609,000
Remaining Funds Available for Spending	<u>\$1,974,000</u>	<u>\$0</u>	<u>\$1,974,000</u>
	\$7,136,000.00		\$1,974,000

ADDENDUM 8

Broadband Update

Broadband what we know and don't know

Know

1. Beaufort County has set aside \$500,000 of Covid relief funds for Broadband
2. Beaufort County has set aside \$4.0 mil of ARP funds for Broadband
3. The FCC awarded a number of census tracks to Charter (Spectrum) to supply service to the under and unserved broadband customers in Beaufort County. Nationally, Charter was awarded \$1.2 Bil. in the fall of 2020 In the Rural Digital Opportunity Fund Phase I auction ([Auction 904](#)). Notable Charter has already defaulted on \$8.0 Mil of those awards paying \$3,000 per census track.
4. North Carolina, under the GREAT Grant, opened the bid process at the end of January with bids from providers due April 4th. The GREAT Grant provides \$380 Mil to Tier 1-2 counties and Tier 3 with rural areas, for broadband expansion to the underserved (less than 25/3 speed) or unserved areas. The providers have a bid process that involves points for different criteria. The higher the points the more likely a bid will be approved.

Criteria:

- a. Each Award is capped at \$4 Mil. A county can receive up to \$8 Mil. but a second award will only be made after all counties receive their first allocation.
- b. Provider must install fiber in order to meet the symmetrical requirement by 2027.
- c. 1 pt for allowing use of County owned infrastructure
- d. 1 pt for County financial match
- e. 2 pts if the County match is entirely ARPA funds
- f. 3 pts if over 1400 unserved HH are in project area. 2 pts if it's 501-1400 and 1 pt under 500 HH
- g. 3 pts if project serves (connects) 25% of the unserved Households
- h. 3 pts if project serves >10 unserved business, 2 pts for 5-10 and 1 pt for 1-4.
- i. Project cost per location

Up to \$3,500	9 pts.
\$3,500 to \$5,000	8
\$5,000 to \$6,000	7
➤ \$6,000	0

- j. Speed Multiplier. Depending on the speed the provider installs the multiply the total points from above by the following:

Minimum Speeds	Score Multiplier
100:20 Mbps up to 100:100	1.0
100 Mbps, Symmetrical	2.0
➤ 100:100 Mbps	3.0

- k. Additional Points

- i. 1 pt. if county has a Broadband Planning Playbook

- ii. 1 to 5 pts. Depending on the amount of County matching funds
- 5. The State will provide another \$400 mil later this year under the CAB program. Rules are not final but it appears the Counties and Municipalities will bid for these grants versus the Providers.
- 6. The Federal Government is providing another \$42.45 Bil. for Broadband deployment (NTIA). Exact details are TBD.

Don't Know

- 1. Existing maps showing unserved and underserved are detailed enough to know the exact number of customers that fall in those categories.
- 2. If Charter will abandon their awarded RDOF areas
- 3. If Charter will leverage their ARDO areas in a bid for the Southside of the County
- 4. If CenturyLink will be able to provide, as part of their bid, service to the Southside
- 5. If we do not partner with a provider under the GREAT Grant program, will the CAB and NTIA provide enough funds to allow us to achieve Broadband throughout the County.
- 6. When better maps will be available.

ADDENDUM 9

Red Wolf Resolution

Resolution No. 2022-03-07-01

Resolution Requesting that the United States Fish and Wildlife Service Declare the Red Wolf (*Canis rufus*) Extinct in the Wild, Terminate the Red Wolf Reintroduction Program in Beaufort, Dare, Hyde, Tyrrell, and Washington Counties and Remove All Radio Collared Wolves from the Red Wolf (*Canis rufus*) Non-Essential Experimental Population Area

WHEREAS, the purposes of the Endangered Species Act (ESA) are “to provide a means whereby the ecosystems upon which endangered species and threatened species depend may be conserved [and] to provide a program for the conservation of such endangered species and threatened species”, and;

WHEREAS, these species of fish, wildlife, and plants conserved under the ESA are to be of “esthetic, ecological, educational, historical, recreational, and scientific value to the Nation and its people”, and;

WHEREAS, red wolves (*Canis rufus*) were listed as endangered in 1967 by the United States Fish and Wildlife Service (USFWS) under the Endangered Species Preservation Act of 1966 resulting in initiation of intensive recovery efforts, and;

WHEREAS, red wolves were believed by the USFWS to be extinct in the wild by 1980, and;

WHEREAS, red wolves produced in captivity from 14 founders originating from 400 wild canids captured from 1973 through 1980 were first released onto the Albemarle Peninsula in the Alligator River National Wildlife Refuge (ARNWR) in 1987, and;

WHEREAS, USFWS designated red wolves on federal lands in the ARNWR and Dare County Bombing Range as a non-essential experimental population, expanding that designation to include Pocosin Lakes National Wildlife Refuge in 1995, a cumulative total of 310,000 acres, and;

WHEREAS, the red wolf recovery area, as currently designated, includes Beaufort, Dare, Hyde, Tyrrell, and Washington counties, and;

WHEREAS, a majority of the lands in those counties are held in private ownership, and;

WHEREAS, the red wolf recovery program is predicated upon the USFWS’s stated goal in 1986, 1991, and 1995 rules for establishing a self-sustaining population managed on federal lands, and under 10(j) rules minimizing negative impacts of red wolves on private lands, and;

WHEREAS, since initiation of the restoration project active management of habitats to benefit red wolves on federal lands has been minimal, resulting in predominate use of private lands by wolves to meet annual life requisites, a scenario inconsistent with stated USFWS goals, and;

WHEREAS, the USFWS has further encouraged the predominate use of private lands for wolves by creating and promoting a program called “Prey for the Pack” which provides both technical and financial support to private landowners for habitat improvement projects specifically to promote habitat for red wolf prey species and in exchange for this support, landowners will allow red wolves on their private lands unharassed, and;

WHEREAS, the predominate use of private lands by red wolves continues to increasingly impact land-use options for landowners, as well as increasing the potential for wolf and human interactions, and;

WHEREAS, the USFWS has been unable to fulfill its obligations under federal rules to resolve these conflicts, and;

WHEREAS, coyote distribution and density has continued to increase across the recovery area, resulting in increased hybridization and introgression among red wolves and coyotes, and;

WHEREAS, the purity of the red wolf genome is questionable and has been debated since the initiation of restoration efforts, and;

WHEREAS, increases in coyote populations combined with coyote/red wolf hybridization and introgression has eliminated a taxonomically unique red wolf, and;

WHEREAS, there is a concern, based on reports from individuals coming into contact with coyote/red wolf hybrids, that these hybrids exhibit more aggressive behavior toward humans than coyotes or radio collared red wolves, and;

WHEREAS, on October 14, 2014, the USFWS released an independent review and evaluation report by the Wildlife Management Institute titled: *A Comprehensive Review and Evaluation of the Red Wolf (Canis rufus) Recovery Program*, and;

WHEREAS, the programmatic review included conclusions that the “dominate ecological challenge to red wolf recovery is hybridization with coyotes” and “[g]iven that coyotes now fully occupy former red wolf range, it is unclear whether red wolves can be successfully reintroduced and rear non-hybridized young without active human intervention”, and;

WHEREAS, USFWS summary of releases data show that in 2012 the red wolf population estimate was at its peak of 100-120, with 17-20% number of mortalities as a function of population and it has steadily decreased with 2021 data showing a population estimate of 17-20 with 30-35% number of mortalities as a function of population, and;

WHEREAS, on January 29, 2015, the North Carolina Wildlife Resources Commission passed a resolution, which is attached for reference and to date has not been rescinded by the Commission, that requests the USFWS, among other requests, declare the red wolf extinct in the wild in North Carolina and terminate the Red Wolf Reintroduction Program for free-ranging red wolves in North Carolina.

NOW, THEREFORE, BE IT RESOLVED, that because red wolf restoration is no longer consistent with the goals of the ESA, because current and future conditions make restoration and management of a self-sustaining population of red wolves on federal lands both taxonomically and operationally impossible, and because of concerns related to more aggressive behavior of coyote/red wolf hybrids, the Beaufort County Board of Commissioners hereby requests that the USFWS:

- declare in federal rules that the red wolf is extinct in the wild in North Carolina,
- terminate the Red Wolf Reintroduction Program for free-ranging red wolves in North Carolina,

- repeal all federal rules describing, delineating, and designating conditions for red wolf restoration in North Carolina,
- designate all wild canids other than foxes on the Albemarle Peninsula as coyotes or coyote-hybrids,
- designate that no federal-trust canids exist on the Albemarle Peninsula,
- designate that all wild canids on the Albemarle Peninsula are state-trust resources under the jurisdiction of the North Carolina Wildlife Resources Commission, and
- remove all existing radio collared wolves from the Red Wolf (*Canis rufus*) Non-Essential Experimental Population Area.

ADOPTED, this the 7th day of March 2022.

Frankie Waters, Chairman
Beaufort County Board of Commissioners

(SEAL)

ATTEST:

Kathleen Mosher, Clerk to the Board



Resolution Requesting that the United States Fish and Wildlife Service Declare the Red Wolf (*Canis rufus*) Extinct in the Wild and Terminate the Red Wolf Reintroduction Program in Beaufort, Dare, Hyde, Tyrrell, and Washington Counties, North Carolina

Whereas, the purposes of the Endangered Species Act (ESA) are "to provide a means whereby the ecosystems upon which endangered species and threatened species depend may be conserved [and] to provide a program for the conservation of such endangered species and threatened species"; and

Whereas, these species of fish, wildlife, and plants conserved under the ESA are to be of "esthetic, ecological, educational, historical, recreational, and scientific value to the Nation and its people"; and

Whereas, red wolves (*Canis rufus*) were listed as endangered in 1967 by the United States Fish and Wildlife Service (USFWS) under the Endangered Species Preservation Act of 1966 resulting in initiation of intensive recovery efforts; and

Whereas, red wolves were believed by the USFWS to be extinct in the wild by 1980; and

Whereas, red wolves produced in captivity from 14 founders originating from 400 wild canids captured from 1973 through 1980 were first released onto the Albemarle Peninsula in the Alligator River National Wildlife Refuge (ARNWR) in 1987; and

Whereas, USFWS designated red wolves on federal lands in the ARNWR and Dare County Bombing Range as a non-essential experimental population, expanding that designation to include Pocosin Lakes National Wildlife Refuge in 1995, a cumulative total of 310,000 acres; and

Whereas, the red wolf recovery area, as currently designated, includes Beaufort, Dare, Hyde, Tyrrell, and Washington counties; and

Whereas, a majority of the lands in those counties are held in private ownership; and

Whereas, the red wolf recovery program is predicated upon the USFWS's stated goal in 1986, 1991, and 1995 rules for establishing a self-sustaining population managed on federal lands, and under 10(j) rules minimizing negative impacts of red wolves on private lands; and

Whereas, since initiation of the restoration project active management of habitats to benefit red wolves on federal lands has been minimal, resulting in predominant use of private lands by wolves to meet to annual life requisites, a scenario inconsistent with stated USFWS goals; and

Whereas, climate change models indicate that much of the current recovery area will ultimately be inundated by sea level rise; and

Whereas, predominate use of private lands by red wolves continues to increasingly impact land-use options for these landowners, a scenario also inconsistent with USFWS goals and rules; and

Whereas, the USFWS has been unable to fulfill its obligations under federal rules to resolve these conflicts; and

Whereas, coyote distribution and density has continued to increase across the recovery area, resulting in increased hybridization and introgression among red wolves and coyotes; and

Whereas, purity of the red wolf genome is questionable and has been debated since initiation of restoration efforts; and

Whereas, increases in coyote populations combined with coyote/red wolf hybridization and introgression has eliminated a taxonomically unique red wolf; and

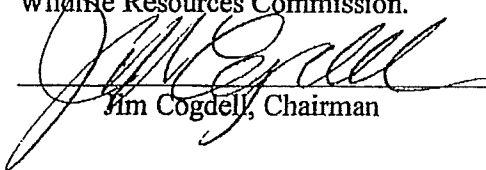
Whereas, on October 14, 2014, the USFWS released A Comprehensive Review and Evaluation of the Red Wolf (*Canis Rufus*) Recovery Program (Programmatic Review); and

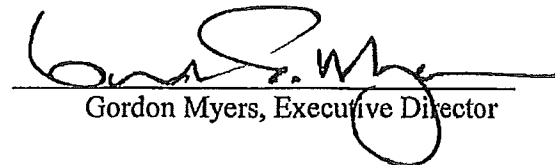
Whereas, the Programmatic Review includes conclusions that the Alligator River, Pocosin, Mattamuskeet, and Swan Quarter National Wildlife Refuges and Dare County Bombing Range within the restoration area cannot be managed or restored in a manner that would provide sufficient habitat for the current population of red wolves.

Now, therefore, be it resolved, that because red wolf restoration is no longer consistent with the goals of the ESA, and because current and future conditions make restoration and management of a self-sustaining population of red wolves on federal lands both taxonomically and operationally impossible, the North Carolina Wildlife Resources Commission hereby requests that the USFWS:

- declare in federal rules that the red wolf is extinct in the wild in North Carolina,
- terminate the Red Wolf Reintroduction Program for free-ranging red wolves in North Carolina,
- repeal all federal rules describing, delineating, and designating conditions for red wolf restoration in North Carolina,
- designate all wild canids other than foxes on the Albemarle Peninsula as coyotes or coyote-hybrids,
- designate that no federal-trust canids exist on the Albemarle Peninsula, and
- designate that all wild canids on the Albemarle Peninsula are state-trust resources under the jurisdiction of the North Carolina Wildlife Resources Commission.

Approved, this the 29th day of January, 2015, in an official meeting by the North Carolina Wildlife Resources Commission.


Jim Cogdell, Chairman


Gordon Myers, Executive Director

ADDENDUM 10

Covid-19 Essential Worker Payment

Beaufort County Finance

Budget Amendment Request

Department: **General Fund, Water, Solid Waste** Date of Request: March 7, 2022

FY Budget: 2022

Journal Reference Number:

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
10-4120-512100	COUNTY MANAGER-SALARIES	5,167	
10-4130-512100	FINANCE-SALARIES	8,397	
10-4132-512100	HR-SALARIES	3,875	
10-4142-512100	TAX ADMIN.-SALARIES	18,085	
10-4146-512100	TAX COLLECTOR -SALARIES	6,459	
10-4170-512100	ELECTIONS-SALARIES	3,875	
10-4180-512100	ROD-SALARIES	6,459	
10-4190-512100	PUBLIC BUILDINGS-SALARIES	4,069	
10-4310-512100	SHERIFF-SALARIES	64,267	
10-4320-512100	JAIL-SALARIES	14,533	
10-4325-512100	COMMUNICATIONS-SALARIES	16,793	
10-4330-512100	EMERGENCY MANAGEMENT-SALARIES	5,813	
10-4380-512100	ANIMAL CONTROL-SALARIES	5,490	
10-4390-512100	EMS-SALARIES	44,244	
10-4900-512100	PLANNING-SALARIES	3,875	
10-4920-512100	ECON.DEVELOPMENT-SALARIES	1,938	
10-4960-512100	SOIL & WATER-SALARIES	2,907	
10-5120-540003	COVID-19 EQUIPMENT		57,681
10-5110-512100	HEALTH-SALARIES	56,193	
10-5160-519850	HEALTHY BEGINNINGS	1,488	
10-5310-512100	DSS-SALARIES	125,951	
10-5330-512100	DSS CHORE-SALARIES	1,292	
10-5820-512100	VETRANS-SALARIES	1,292	
10-4950-512100	COOP.EXTENSION-SALARIES	6,459	
10-4110-512800	BOARD SALARIES	4,521	
10-0222-410561	DSS-FNS	10,666	

10-0222-493556	DSS-FAMILY REUNIFICATION	357	
10-0222-493558	DSS-TANF	18,010	
10-0222-493596	DSS-CHILD CARE	2,552	
10-0222-493645	DSS-PERMANANCY PLANNING	231	
10-0222-493658	DSS-IV-E	5,741	
10-0212-493568	DSS-STATE IV-E	373	
10-0222-493659	DSS IV-E ADOPTION	126	
10-0222-493667	DSS-SSBG	4,326	
10-0222-493674	DSS-LINKS	92	
10-0212-493674	DSS-STATE LINKS	23	
10-0222-493767	DSS-NC HEALTH CHOICE	339	
10-0212-493767	DSS-STATE HEALTH CHOICE	47	
10-0222-493778	DSS-MEDICAL ASSISTANCE	31,301	
10-0212-493778	DSS-STATE MEDICAL ASSISTANCE	53	
10-0991-499100	APPROPRIATED FUND BALANCE	281,524	
60-7130-512100	WATER-SALARIES	27,347	
60-3713-499100	APPROPRIATED FUND BALANCE	27,347	
81-4720-512100	SOLID WASTE -SALARIES	555	
81-3990-499100	APPROPRIATED FUND BALANCE	555	

Department Justification: To appropriate funding to cover COVID-19 Essential Worker Payment to employees.

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. _____	

Emp #	Last Name	First Name	Location	Location Description	Group/BU	Hire Date	BONUS	FICA	MEDICARE	TOTAL
<u>1710</u>	MOSHER	KATHLEEN	4120	COUNTY MANAGER	FULL	11/10/2014	\$1,200	\$74	\$17	\$1,292
<u>1736</u>	ALLIGOOD	BRIAN	4120	COUNTY MANAGER	FULL	06/22/2015	\$1,200	\$74	\$17	\$1,292
<u>1841</u>	ORE	JENNIFER	4120	COUNTY MANAGER	FULL	09/01/2016	\$1,200	\$74	\$17	\$1,292
<u>2190</u>	PITTS	ANGELA	4120	COUNTY MANAGER	FULL	03/22/2021	\$1,200	\$74	\$17	\$1,292
							\$4,800	\$298	\$70	\$5,167
<u>13</u>	WEBB	KIMBERLY	4130	FINANCE DEPARTMENT	FULL	06/17/1996	\$1,200	\$74	\$17	\$1,292
<u>1010</u>	WHITE	LISA	4130	FINANCE DEPARTMENT	FULL	08/15/2001	\$1,200	\$74	\$17	\$1,292
<u>619</u>	ROSE	SHARON	4130	FINANCE DEPARTMENT	FULL	01/05/2004	\$1,200	\$74	\$17	\$1,292
<u>1761</u>	JONES	HOLLIE	4130	FINANCE DEPARTMENT	FULL	10/26/2015	\$1,200	\$74	\$17	\$1,292
<u>1773</u>	RADCLIFFE	ANITA	4130	FINANCE DEPARTMENT	FULL	01/11/2016	\$1,200	\$74	\$17	\$1,292
<u>1877</u>	HOPKINS	JENNIFER	4130	FINANCE DEPARTMENT	FULL	03/01/2017	\$1,200	\$74	\$17	\$1,292
<u>2230</u>	WINSTEAD	ASHLEY	4130	FINANCE DEPARTMENT	FULL	09/07/2021	\$600	\$37	\$9	\$646
							\$7,800	\$484	\$113	\$8,397
<u>1314</u>	CREASMAN	DELORIS	4132	HUMAN RESOURCES	FULL	03/01/2006	\$1,200	\$74	\$17	\$1,292
<u>1972</u>	BRADSHAW	JENNIFER	4132	HUMAN RESOURCES	FULL	06/04/2018	\$1,200	\$74	\$17	\$1,292
<u>2074</u>	WASHINGTON	ALEXIS	4132	HUMAN RESOURCES	FULL	07/08/2019	\$1,200	\$74	\$17	\$1,292
							\$3,600	\$223	\$52	\$3,875
<u>348</u>	GARRIS	ANTHONY	4142	TAX ADMINISTRATION	FULL	04/01/1993	\$1,200	\$74	\$17	\$1,292
<u>635</u>	HUDSON	JENNIFER	4142	TAX ADMINISTRATION	FULL	03/02/1998	\$1,200	\$74	\$17	\$1,292
<u>945</u>	BROWN	FAY	4142	TAX ADMINISTRATION	FULL	04/10/2000	\$1,200	\$74	\$17	\$1,292
<u>482</u>	WATSON	KENNETH	4142	TAX ADMINISTRATION	FULL	12/16/2014	\$1,200	\$74	\$17	\$1,292
<u>1752</u>	BENNETT HUDSON	PAMELA	4142	TAX ADMINISTRATION	FULL	09/16/2015	\$1,200	\$74	\$17	\$1,292
<u>1753</u>	FOSTER	NILA	4142	TAX ADMINISTRATION	FULL	09/16/2015	\$1,200	\$74	\$17	\$1,292
<u>1774</u>	WYNN	LARRIS	4142	TAX ADMINISTRATION	FULL	01/19/2016	\$1,200	\$74	\$17	\$1,292
<u>1965</u>	MCLAWHORN	KRISTI	4142	TAX ADMINISTRATION	FULL	05/21/2018	\$1,200	\$74	\$17	\$1,292
<u>1751</u>	CAMPBELL	SHANNA	4142	TAX ADMINISTRATION	FULL	02/18/2019	\$1,200	\$74	\$17	\$1,292
<u>2075</u>	BIRDSONG	CHRISTOPHER	4142	TAX ADMINISTRATION	FULL	07/16/2019	\$1,200	\$74	\$17	\$1,292
<u>2122</u>	BASS	BRITANY	4142	TAX ADMINISTRATION	FULL	02/24/2020	\$1,200	\$74	\$17	\$1,292
<u>2151</u>	SALTER	LLOYD	4142	TAX ADMINISTRATION	FULL	09/21/2020	\$1,200	\$74	\$17	\$1,292
<u>2205</u>	BINNIE	CATHERINE	4142	TAX ADMINISTRATION	FULL	03/22/2021	\$1,200	\$74	\$17	\$1,292
<u>2245</u>	MAYE	MEGAN	4142	TAX ADMINISTRATION	FULL	12/13/2021	\$600	\$37	\$9	\$646
<u>1748</u>	SHEPPARD	ANGELA	4142	TAX ADMINISTRATION	FULL	02/07/2022	\$600	\$37	\$9	\$646
							\$16,800	\$1,042	\$244	\$18,085
<u>990</u>	PITTMAN	FELINA	4146	TAX COLLECTOR	FULL	03/01/2001	\$1,200	\$74	\$17	\$1,292
<u>1305</u>	ACKLIN	HOLLIE	4146	TAX COLLECTOR	FULL	06/04/2007	\$1,200	\$74	\$17	\$1,292
<u>1663</u>	KINION	WYNDELE	4146	TAX COLLECTOR	FULL	10/01/2013	\$1,200	\$74	\$17	\$1,292

Emp #	Last Name	First Name	Location	Location Description	Group/BU	Hire Date	BONUS	FICA	MEDICARE	TOTAL
<u>1604</u>	DAHLEIM	TANYA	4146	TAX COLLECTOR	FULL	11/16/2015	\$1,200	\$74	\$17	\$1,292
<u>2239</u>	JEFFERSON	KATELYN	4146	TAX COLLECTOR	FULL	11/01/2021	\$600	\$37	\$9	\$646
<u>1361</u>	WOOLARD	MELISSA	4146	TAX COLLECTOR	FULL	12/13/2021	\$600	\$37	\$9	\$646
							\$6,000	\$372	\$87	\$6,459
<u>780</u>	HOPKINS	KELLIE	4170	ELECTIONS	FULL	08/05/1998	\$1,200	\$74	\$17	\$1,292
<u>1023</u>	BRANCH	ANITA	4170	ELECTIONS	FULL	10/03/2001	\$1,200	\$74	\$17	\$1,292
<u>1595</u>	IOBE	JOSHUA	4170	ELECTIONS	FULL	09/17/2018	\$1,200	\$74	\$17	\$1,292
							\$3,600	\$223	\$52	\$3,875
<u>218</u>	WHITEHURST	DELLA	4180	REGISTER OF DEEDS	FULL	12/02/1996	\$1,200	\$74	\$17	\$1,292
<u>941</u>	COLUMBUS	PATRICIA	4180	REGISTER OF DEEDS	FULL	03/20/2000	\$1,200	\$74	\$17	\$1,292
<u>1551</u>	MIZELLE	LISA	4180	REGISTER OF DEEDS	FULL	11/01/2010	\$1,200	\$74	\$17	\$1,292
<u>1922</u>	TAYLOR	JENNIFER	4180	REGISTER OF DEEDS	FULL	09/18/2017	\$1,200	\$74	\$17	\$1,292
<u>2203</u>	OGLESBY	STEPHANIE	4180	REGISTER OF DEEDS	FULL	03/15/2021	\$1,200	\$74	\$17	\$1,292
							\$6,000	\$372	\$87	\$6,459
<u>1619</u>	MOORE	RANDY	4190	PUBLIC BUILDINGS	FULL	09/17/2012	\$1,200	\$74	\$17	\$1,292
<u>2112</u>	TAYLOR	FERNIE	4190	PUBLIC BUILDINGS	FULL	01/13/2020	\$1,200	\$74	\$17	\$1,292
<u>2240</u>	EDWARDS	JACOB	4190	PUBLIC BUILDINGS	FULL	11/01/2021	\$600	\$37	\$9	\$646
	SMITH	CHRISTINA	4190	PUBLIC BUILDINGS (40%)			\$480	\$30	\$7	\$517
	1942 BRODIE	REID		PUBLIC BUILDINGS	PART-TIME		\$300	\$19	\$4	\$323
							\$3,780	\$234	\$55	\$4,069
<u>574</u>	DAVENPORT	RUSSELL	4310	SHERIFF	FULL	12/15/1995	\$1,200	\$74	\$17	\$1,292
<u>166</u>	RICHARDS	DAVID	4310	SHERIFF	FULL	11/04/1996	\$1,200	\$74	\$17	\$1,292
<u>917</u>	VANLANDINGHAM	JAMES	4310	SHERIFF	FULL	01/01/2000	\$1,200	\$74	\$17	\$1,292
<u>1169</u>	KOLIBABEK	JOSEPH	4310	SHERIFF	FULL	11/17/2003	\$1,200	\$74	\$17	\$1,292
<u>1229</u>	ROSE	CHARLES	4310	SHERIFF	FULL	10/01/2004	\$1,200	\$74	\$17	\$1,292
<u>1378</u>	SHIFLETT	JOSHUA	4310	SHERIFF	FULL	05/16/2007	\$1,200	\$74	\$17	\$1,292
<u>1424</u>	CLEARY	JASON	4310	SHERIFF	FULL	05/01/2008	\$1,200	\$74	\$17	\$1,292
<u>1423</u>	NEAL	KASEY	4310	SHERIFF	FULL	05/01/2008	\$1,200	\$74	\$17	\$1,292
<u>1426</u>	WATERS	WESLEY	4310	SHERIFF	FULL	05/15/2008	\$1,200	\$74	\$17	\$1,292
<u>1495</u>	ROWE	GREGORY	4310	SHERIFF	FULL	08/16/2009	\$1,200	\$74	\$17	\$1,292
<u>1519</u>	SALINAS	THOMAS	4310	SHERIFF	FULL	03/16/2010	\$1,200	\$74	\$17	\$1,292
<u>1427</u>	LORE	MICHAEL	4310	SHERIFF	FULL	04/16/2011	\$1,200	\$74	\$17	\$1,292
<u>1446</u>	SHACKELFORD	BRADLEY	4310	SHERIFF	FULL	09/01/2011	\$1,200	\$74	\$17	\$1,292
<u>1611</u>	HARRIS	CALLIE	4310	SHERIFF	FULL	06/16/2012	\$1,200	\$74	\$17	\$1,292
<u>1613</u>	COX	KELLY	4310	SHERIFF	FULL	07/02/2012	\$1,200	\$74	\$17	\$1,292
<u>1616</u>	DRAKE	NATHANIAL	4310	SHERIFF	FULL	08/16/2012	\$1,200	\$74	\$17	\$1,292
<u>1618</u>	FOWLER	JONATHAN	4310	SHERIFF	FULL	09/01/2012	\$1,200	\$74	\$17	\$1,292

Emp #	Last Name	First Name	Location	Location Description	Group/BU	Hire Date	BONUS	FICA	MEDICARE	TOTAL
<u>1638</u>	MILLS	JAMES	4310	SHERIFF	FULL	01/16/2013	\$1,200	\$74	\$17	\$1,292
<u>1647</u>	WATERS	LINWOOD	4310	SHERIFF	FULL	07/01/2013	\$1,200	\$74	\$17	\$1,292
<u>1652</u>	HANCOCK	JASON	4310	SHERIFF	FULL	08/16/2013	\$1,200	\$74	\$17	\$1,292
<u>1659</u>	VANESSENDELFT	GREG	4310	SHERIFF	FULL	10/01/2013	\$1,200	\$74	\$17	\$1,292
<u>1681</u>	GARCIA	TREASURE	4310	SHERIFF	FULL	06/02/2014	\$1,200	\$74	\$17	\$1,292
<u>1689</u>	HILL	JASON	4310	SHERIFF	FULL	08/01/2014	\$1,200	\$74	\$17	\$1,292
<u>1656</u>	COLEMAN	ERNEST	4310	SHERIFF	FULL	12/01/2014	\$1,200	\$74	\$17	\$1,292
<u>1718</u>	DICKINSON	KATHRYN	4310	SHERIFF	FULL	01/02/2015	\$1,200	\$74	\$17	\$1,292
<u>1728</u>	LOHMAN	JOHN	4310	SHERIFF	FULL	05/01/2015	\$1,200	\$74	\$17	\$1,292
<u>540</u>	HUDSON	LEONARD	4310	SHERIFF	FULL	06/16/2015	\$1,200	\$74	\$17	\$1,292
<u>1747</u>	HICKMAN	TIMOTHY	4310	SHERIFF	FULL	09/01/2015	\$1,200	\$74	\$17	\$1,292
<u>94</u>	CORREA	BENJAMIN	4310	SHERIFF	FULL	09/16/2015	\$1,200	\$74	\$17	\$1,292
<u>1771</u>	GERARD	MICHAEL	4310	SHERIFF	FULL	01/04/2016	\$1,200	\$74	\$17	\$1,292
<u>1793</u>	SITTERSON	KEVIN	4310	SHERIFF	FULL	02/16/2016	\$1,200	\$74	\$17	\$1,292
<u>1794</u>	TORRES	ANDREW	4310	SHERIFF	FULL	02/16/2016	\$1,200	\$74	\$17	\$1,292
<u>1864</u>	CLARK	JOSEPH	4310	SHERIFF	FULL	12/16/2016	\$1,200	\$74	\$17	\$1,292
<u>1890</u>	BUCK	JASON	4310	SHERIFF	FULL	05/16/2017	\$1,200	\$74	\$17	\$1,292
<u>1926</u>	VAN DER HAVE	THOMAS	4310	SHERIFF	FULL	10/02/2017	\$1,200	\$74	\$17	\$1,292
<u>1949</u>	LONG	MILTON	4310	SHERIFF	FULL	02/16/2018	\$1,200	\$74	\$17	\$1,292
<u>1969</u>	BARROW	SETH	4310	SHERIFF	FULL	06/01/2018	\$1,200	\$74	\$17	\$1,292
<u>1986</u>	GRIFFIN	GAIL	4310	SHERIFF	FULL	09/04/2018	\$1,200	\$74	\$17	\$1,292
<u>2052</u>	LEE	CHRISTOPHER	4310	SHERIFF	FULL	02/01/2019	\$1,200	\$74	\$17	\$1,292
<u>2061</u>	TYNDALL	MATTHEW	4310	SHERIFF	FULL	04/01/2019	\$1,200	\$74	\$17	\$1,292
<u>2068</u>	SASSER	DARLENE	4310	SHERIFF	FULL	05/01/2019	\$1,200	\$74	\$17	\$1,292
<u>2111</u>	ARTIS	JUMARIO	4310	SHERIFF	FULL	01/02/2020	\$1,200	\$74	\$17	\$1,292
<u>1594</u>	WOOLARD	JOSEPH	4310	SHERIFF	FULL	01/04/2020	\$1,200	\$74	\$17	\$1,292
<u>2149</u>	SMITH	CHRISTOPHER	4310	SHERIFF	FULL	09/08/2020	\$1,200	\$74	\$17	\$1,292
<u>2153</u>	SAULS	KAITLYN	4310	SHERIFF	FULL	09/21/2020	\$1,200	\$74	\$17	\$1,292
<u>2157</u>	COX	BRIAN	4310	SHERIFF	FULL	10/19/2020	\$1,200	\$74	\$17	\$1,292
<u>2156</u>	DAVIS	RILEY	4310	SHERIFF	FULL	10/19/2020	\$1,200	\$74	\$17	\$1,292
<u>2224</u>	CONGLETON	KIMBERLY	4310	SHERIFF	FULL	07/26/2021	\$600	\$37	\$9	\$646
<u>2223</u>	SHIFLET-DION	DEBORAH	4310	SHERIFF	FULL	07/26/2021	\$600	\$37	\$9	\$646
<u>2234</u>	JONES	JOSHUA	4310	SHERIFF	FULL	09/20/2021	\$600	\$37	\$9	\$646
<u>2238</u>	BROADWAY	JAMESON	4310	SHERIFF	FULL	10/18/2021	\$600	\$37	\$9	\$646
<u>2237</u>	RUSSELL	CHRISTIAN	4310	SHERIFF	FULL	10/18/2021	\$600	\$37	\$9	\$646
<u>1978</u>	DOWELL	RANDALL		SHERIFF	PART		\$300	\$19	\$4	\$323
							\$59,700	\$3,701	\$866	\$64,267
<u>1281</u>	HEWITT	JEREMY	4320	JAIL	FULL	07/18/2005	\$1,200	\$74	\$17	\$1,292
<u>1335</u>	COWARD	BRYANT	4320	JAIL	FULL	07/17/2006	\$1,200	\$74	\$17	\$1,292
<u>1444</u>	GIRANI	LORIE	4320	JAIL	FULL	09/02/2008	\$1,200	\$74	\$17	\$1,292
<u>1536</u>	COWARD	TINA	4320	JAIL	FULL	08/02/2010	\$1,200	\$74	\$17	\$1,292

Emp #	Last Name	First Name	Location	Location Description	Group/BU	Hire Date	BONUS	FICA	MEDICARE	TOTAL
<u>1563</u>	SATCHELL	MELISSA	4320	JAIL	FULL	02/01/2011	\$1,200	\$74	\$17	\$1,292
<u>1664</u>	MCCRAY	GERTRUDE	4320	JAIL	FULL	11/18/2013	\$1,200	\$74	\$17	\$1,292
<u>1937</u>	HARRISON	CAILEY	4320	JAIL	FULL	12/01/2017	\$1,200	\$74	\$17	\$1,292
<u>1976</u>	ALLIGOOD	JOHN	4320	JAIL	FULL	06/15/2018	\$1,200	\$74	\$17	\$1,292
<u>1672</u>	ORMOND	MICHAEL	4320	JAIL	FULL	07/16/2019	\$1,200	\$74	\$17	\$1,292
<u>2079</u>	JACKSON	JACQUELINE	4320	JAIL	FULL	10/01/2019	\$1,200	\$74	\$17	\$1,292
<u>2125</u>	BAILEY	PAULA	4320	JAIL	FULL	04/06/2020	\$1,200	\$74	\$17	\$1,292
1655	MIDGETTE	SONYA		JAIL	PART		\$300	\$19	\$4	\$323
							\$13,500	\$837	\$196	\$14,533
<u>920</u>	PAUL-STOX	CRYSTAL	4325	COMMUNICATIONS	FULL	09/01/2002	\$1,200	\$74	\$17	\$1,292
<u>1704</u>	VAN NORTWICK	VICTORIA	4325	COMMUNICATIONS	FULL	10/01/2014	\$1,200	\$74	\$17	\$1,292
<u>1763</u>	MCLAWHORN	LINWOOD	4325	COMMUNICATIONS	FULL	10/01/2015	\$1,200	\$74	\$17	\$1,292
<u>1840</u>	SMITH	KELSEY	4325	COMMUNICATIONS	FULL	08/10/2016	\$1,200	\$74	\$17	\$1,292
<u>1849</u>	AVERY	SIERRA	4325	COMMUNICATIONS	FULL	11/01/2016	\$1,200	\$74	\$17	\$1,292
<u>1848</u>	WOOLARD	ERIN	4325	COMMUNICATIONS	FULL	11/01/2016	\$1,200	\$74	\$17	\$1,292
<u>1703</u>	GRAHAM	JESSICA	4325	COMMUNICATIONS	FULL	07/01/2017	\$1,200	\$74	\$17	\$1,292
<u>2087</u>	SLADE	OLIVIA	4325	COMMUNICATIONS	FULL	09/03/2019	\$1,200	\$74	\$17	\$1,292
<u>2103</u>	PLASENCIA-GARCIA	DAVID	4325	COMMUNICATIONS	FULL	11/18/2019	\$1,200	\$74	\$17	\$1,292
<u>2124</u>	BROWN	AUTUMN	4325	COMMUNICATIONS	FULL	03/23/2020	\$1,200	\$74	\$17	\$1,292
<u>2139</u>	HYATT	DANIELLE ELIZABETH	4325	COMMUNICATIONS	FULL	06/15/2020	\$1,200	\$74	\$17	\$1,292
<u>2138</u>	KEEN	VICTORIA	4325	COMMUNICATIONS	FULL	06/15/2020	\$1,200	\$74	\$17	\$1,292
<u>2218</u>	SWIGER	MADISON	4325	COMMUNICATIONS	FULL	07/12/2021	\$600	\$37	\$9	\$646
<u>2241</u>	DREW	KELLY	4325	COMMUNICATIONS	FULL	11/29/2021	\$600	\$37	\$9	\$646
							\$15,600	\$967	\$226	\$16,793
<u>1267</u>	AVERY	LATHAN	4330	EMERGENCY MANAGEMENT	PTWB	03/23/2005	\$1,200	\$74	\$17	\$1,292
<u>1479</u>	BEACHAM	MELISSA	4330	EMERGENCY MANAGEMENT	FULL	03/02/2009	\$1,200	\$74	\$17	\$1,292
<u>1884</u>	HEDGEPEETH	CARNIE	4330	EMERGENCY MANAGEMENT	FULL	03/31/2017	\$1,200	\$74	\$17	\$1,292
<u>1900</u>	NEWKIRK	CHRISTOPHER	4330	EMERGENCY MANAGEMENT	FULL	07/03/2017	\$1,200	\$74	\$17	\$1,292
2225	EDWARDS	JASON		EMERGENCY MANAGEMENT	PART		\$300	\$19	\$4	\$323
1629	THOMPSON	BOBBY		EMERGENCY MANAGEMENT	PART		\$300	\$19	\$4	\$323
							\$5,400	\$335	\$78	\$5,813
<u>2066</u>	SAWYER	MELANIE	4380	ANIMAL CONTROL	FULL	05/01/2019	\$1,200	\$74	\$17	\$1,292
<u>1919</u>	TORRES	CARMEN	4380	ANIMAL CONTROL	FULL	11/01/2019	\$1,200	\$74	\$17	\$1,292
<u>2117</u>	JARVIS	ASHLEY	4380	ANIMAL CONTROL	FULL	11/16/2020	\$1,200	\$74	\$17	\$1,292
<u>2229</u>	WILLIAMS	DANIELLE	4380	ANIMAL CONTROL	FULL	09/07/2021	\$600	\$37	\$9	\$646
2150	FOREST	KATHERINE		ANIMAL CONTROL	PART		\$300	\$19	\$4	\$323

Emp #	Last Name	First Name	Location	Location Description	Group/BU	Hire Date	BONUS	FICA	MEDICARE	TOTAL
1920	HARDY	DAVID	4390	ANIMAL CONTROL	PART		\$300	\$19	\$4	\$323
2155	CHRISMON	MCKENZIE	4390	ANIMAL CONTROL	PART		\$300	\$19	\$4	\$323
							\$5,100	\$316	\$74	\$5,490
<u>1756</u>	TETTERTON	TIMOTHY	4390	EMERGENCY MEDICAL SERVICES	FULL	09/16/2015	\$1,200	\$74	\$17	\$1,292
<u>1770</u>	ORO	MARTIN	4390	EMERGENCY MEDICAL SERVICES	FULL	12/30/2015	\$1,200	\$74	\$17	\$1,292
<u>1777</u>	HIBBARD	JEFFREY	4390	EMERGENCY MEDICAL SERVICES	FULL	01/11/2016	\$1,200	\$74	\$17	\$1,292
<u>1783</u>	WHITNEY	OTHA	4390	EMERGENCY MEDICAL SERVICES	FULL	01/18/2016	\$1,200	\$74	\$17	\$1,292
<u>1782</u>	WILLIAMS	DAVID	4390	EMERGENCY MEDICAL SERVICES	FULL	01/18/2016	\$1,200	\$74	\$17	\$1,292
<u>1818</u>	COX	MATTHEW	4390	EMERGENCY MEDICAL SERVICES	FULL	06/01/2016	\$1,200	\$74	\$17	\$1,292
<u>1815</u>	PARKER	JULIE	4390	EMERGENCY MEDICAL SERVICES	FULL	06/01/2016	\$1,200	\$74	\$17	\$1,292
<u>1812</u>	POWELL	JENNIFER	4390	EMERGENCY MEDICAL SERVICES	FULL	06/01/2016	\$1,200	\$74	\$17	\$1,292
<u>1817</u>	VAN NORTWICK	NATHANIEL	4390	EMERGENCY MEDICAL SERVICES	FULL	06/01/2016	\$1,200	\$74	\$17	\$1,292
<u>1804</u>	FURR	JONATHAN	4390	EMERGENCY MEDICAL SERVICES	FULL	06/01/2016	\$1,200	\$74	\$17	\$1,292
<u>131</u>	CHRISMON	ANGELA	4390	EMERGENCY MEDICAL SERVICES	FULL	07/05/2016	\$1,200	\$74	\$17	\$1,292
<u>1886</u>	MCCUTCHEON	WILLIAM	4390	EMERGENCY MEDICAL SERVICES	FULL	06/16/2016	\$1,200	\$74	\$17	\$1,292
<u>1856</u>	DAVIS	RYAN	4390	EMERGENCY MEDICAL SERVICES	FULL	05/16/2017	\$1,200	\$74	\$17	\$1,292
<u>1899</u>	HARRISON	WILLIAM	4390	EMERGENCY MEDICAL SERVICES	FULL	07/03/2017	\$1,200	\$74	\$17	\$1,292
<u>1902</u>	SEEMANN	JEREMY	4390	EMERGENCY MEDICAL SERVICES	FULL	07/05/2017	\$1,200	\$74	\$17	\$1,292
<u>1829</u>	COX	ALAN	4390	EMERGENCY MEDICAL SERVICES	FULL	01/16/2018	\$1,200	\$74	\$17	\$1,292
<u>1813</u>	HOUSE	BRANDON	4390	EMERGENCY MEDICAL SERVICES	FULL	04/02/2018	\$1,200	\$74	\$17	\$1,292
<u>2054</u>	POLLARD	CLARK	4390	EMERGENCY MEDICAL SERVICES	FULL	02/18/2019	\$1,200	\$74	\$17	\$1,292
<u>1907</u>	MCCUTCHEON	CAROLYN	4390	EMERGENCY MEDICAL SERVICES	FULL	05/01/2019	\$1,200	\$74	\$17	\$1,292
<u>2088</u>	BULLOCK	CHAD	4390	EMERGENCY MEDICAL SERVICES	FULL	09/16/2019	\$1,200	\$74	\$17	\$1,292
<u>1871</u>	WEATHERINGTON	MICHAEL	4390	EMERGENCY MEDICAL SERVICES	FULL	09/16/2019	\$1,200	\$74	\$17	\$1,292
<u>2089</u>	CANNON	CHRISTIN	4390	EMERGENCY MEDICAL SERVICES	FULL	10/01/2019	\$1,200	\$74	\$17	\$1,292
<u>2091</u>	JOHNSON	AMANDA	4390	EMERGENCY MEDICAL SERVICES	FULL	12/02/2019	\$1,200	\$74	\$17	\$1,292
<u>2107</u>	CORNETTE	ERIC	4390	EMERGENCY MEDICAL SERVICES	FULL	01/02/2020	\$1,200	\$74	\$17	\$1,292
<u>1903</u>	ELKS	WILLIAM	4390	EMERGENCY MEDICAL SERVICES	FULL	01/02/2020	\$1,200	\$74	\$17	\$1,292
<u>1780</u>	MCCULLEN	CHRISTIAN	4390	EMERGENCY MEDICAL SERVICES	FULL	01/27/2020	\$1,200	\$74	\$17	\$1,292
<u>2127</u>	DAVENPORT	LYNWOOD	4390	EMERGENCY MEDICAL SERVICES	FULL	04/20/2020	\$1,200	\$74	\$17	\$1,292
<u>2110</u>	CROMWELL	GABRIELLE	4390	EMERGENCY MEDICAL SERVICES	FULL	06/01/2020	\$1,200	\$74	\$17	\$1,292
<u>2135</u>	SMITH	RONALD	4390	EMERGENCY MEDICAL SERVICES	FULL	06/29/2020	\$1,200	\$74	\$17	\$1,292
<u>2152</u>	SKINNER	AARON	4390	EMERGENCY MEDICAL SERVICES	FULL	09/21/2020	\$1,200	\$74	\$17	\$1,292
<u>2206</u>	BUTTITTA	JUSTIN	4390	EMERGENCY MEDICAL SERVICES	FULL	04/19/2021	\$1,200	\$74	\$17	\$1,292
<u>2208</u>	LEDBETTER	JAMES	4390	EMERGENCY MEDICAL SERVICES	FULL	08/09/2021	\$1,200	\$74	\$17	\$1,292
<u>2134</u>	SHACKELFORD	JESSE	4390	EMERGENCY MEDICAL SERVICES	FULL	12/13/2021	\$1,200	\$74	\$17	\$1,292
<u>1814</u>	MANNING	MARVIN	4390	EMERGENCY MEDICAL SERVICES	FULL	12/29/2021	\$600	\$37	\$9	\$646
<u>2109</u>	HELPS	TANNER	4390	EMERGENCY MEDICAL SERVICES	FULL		\$600	\$37	\$9	\$646
<u>1878</u>	PARKER	AMLYN	4390	EMERGENCY MEDICAL SERVICES	PART		\$300	\$19	\$4	\$323
<u>1888</u>	JOHNS	JAMES	4390	EMERGENCY MEDICAL SERVICES	PART		\$300	\$19	\$4	\$323
<u>2207</u>	WEST	CAROLYN	4390	EMERGENCY MEDICAL SERVICES	PART		\$300	\$19	\$4	\$323
<u>2043</u>	MORRIS	JAMES	4390	EMERGENCY MEDICAL SERVICES	PART		\$300	\$19	\$4	\$323

Emp #	Last Name	First Name	Location	Location Description	Group/BU	Hire Date	BONUS	FICA	MEDICARE	TOTAL
2053	MORETZ	GAIL		EMERGENCY MEDICAL SERVICES	PART		\$300	\$19	\$4	\$323
2132	PUSKAS	ANDREW		EMERGENCY MEDICAL SERVICES	PART		\$300	\$19	\$4	\$323
							\$41,100	\$2,548	\$596	\$44,244
<u>947</u>	HAYES	ASHLEY	4900	PLANNING	FULL	04/17/2000	\$1,200	\$74	\$17	\$1,292
<u>1588</u>	RICHARDS	PHYLLIS	4900	PLANNING	FULL	10/10/2011	\$1,200	\$74	\$17	\$1,292
<u>2144</u>	WOOLARD	TIMOTHY	4900	PLANNING	FULL	08/10/2020	\$1,200	\$74	\$17	\$1,292
							\$3,600	\$223	\$52	\$3,875
<u>1700</u>	JOHNSON	MARTYN	4920	ECONOMIC DEVELOPMENT	FULL	09/16/2014	\$1,200	\$74	\$17	\$1,292
<u>1701</u>	SQUIRES	SUSAN	4920	ECONOMIC DEVELOPMENT	FULL	09/20/2021	\$600	\$37	\$9	\$646
							\$1,800	\$112	\$26	\$1,938
<u>1058</u>	WILLIAMS	ANN	4960	SOIL CONSERVATION	FULL	02/01/2002	\$1,200	\$74	\$17	\$1,292
<u>2077</u>	WOOLARD	NATHANIEL	4960	SOIL CONSERVATION	FULL	08/01/2019	\$1,200	\$74	\$17	\$1,292
1745	BOYD	DEBORAH		SOIL CONSERVATION	PART		\$300	\$19	\$4	\$323
							\$2,700	\$167	\$39	\$2,907
<u>555</u>	BONNEY	SARAH	5110	HEALTH DEPARTMENT	FULL	10/23/1989	\$1,200	\$74	\$17	\$1,292
<u>438</u>	WOMBLE	KELLY	5110	HEALTH DEPARTMENT	FULL	12/12/1994	\$1,200	\$74	\$17	\$1,292
<u>126</u>	HOUSE	BONNIE	5110	HEALTH DEPARTMENT	FULL	10/02/1995	\$1,200	\$74	\$17	\$1,292
<u>545</u>	ALLIGOOD	DORIS	5110	HEALTH DEPARTMENT	FULL	08/11/1997	\$1,200	\$74	\$17	\$1,292
<u>620</u>	HARRIS	STACEY	5110	HEALTH DEPARTMENT	FULL	12/08/1997	\$1,200	\$74	\$17	\$1,292
<u>874</u>	MACCONNELL	VERA	5110	HEALTH DEPARTMENT	FULL	07/01/1999	\$1,200	\$74	\$17	\$1,292
<u>1096</u>	BURGOS	DORA	5110	HEALTH DEPARTMENT	FULL	11/05/2002	\$1,200	\$74	\$17	\$1,292
<u>1128</u>	SAULS	SHELIA	5110	HEALTH DEPARTMENT	FULL	06/01/2003	\$1,200	\$74	\$17	\$1,292
<u>1131</u>	BRINN	PAMELA	5110	HEALTH DEPARTMENT	FULL	06/09/2003	\$1,200	\$74	\$17	\$1,292
<u>1214</u>	HAGER	MATTHEW	5110	HEALTH DEPARTMENT	FULL	07/27/2004	\$1,200	\$74	\$17	\$1,292
<u>355</u>	GOODWIN	REBECCA	5110	HEALTH DEPARTMENT	FULL	01/03/2006	\$1,200	\$74	\$17	\$1,292
<u>968</u>	MCROY	KENNETH	5110	HEALTH DEPARTMENT	FULL	07/16/2007	\$1,200	\$74	\$17	\$1,292
<u>1436</u>	HARRISON	ANNE	5110	HEALTH DEPARTMENT	FULL	07/16/2008	\$1,200	\$74	\$17	\$1,292
<u>1481</u>	MILLER	CANDACE	5110	HEALTH DEPARTMENT	FULL	03/16/2009	\$1,200	\$74	\$17	\$1,292
<u>1504</u>	EDWARDS	ASHLEY	5110	HEALTH DEPARTMENT	FULL	09/01/2009	\$1,200	\$74	\$17	\$1,292
<u>1534</u>	DAHLEM	BLAKELY	5110	HEALTH DEPARTMENT	FULL	07/15/2010	\$1,200	\$74	\$17	\$1,292
<u>1641</u>	OCTIGAN	SHARON	5110	HEALTH DEPARTMENT	FULL	04/01/2013	\$1,200	\$74	\$17	\$1,292
<u>1657</u>	MADSON	JAMES	5110	HEALTH DEPARTMENT	FULL	09/23/2013	\$1,200	\$74	\$17	\$1,292
<u>1713</u>	SPRUIELL	TIFFANY	5110	HEALTH DEPARTMENT	FULL	12/01/2014	\$1,200	\$74	\$17	\$1,292
<u>1716</u>	COLE	ANDREE	5110	HEALTH DEPARTMENT	FULL	12/16/2014	\$1,200	\$74	\$17	\$1,292
<u>1228</u>	GRAHAM	SARA	5110	HEALTH DEPARTMENT	FULL	12/22/2014	\$1,200	\$74	\$17	\$1,292
<u>1721</u>	GRIFFIN	SHERI	5110	HEALTH DEPARTMENT	FULL	01/02/2015	\$1,200	\$74	\$17	\$1,292

Emp #	Last Name	First Name	Location	Location Description	Group/BU	Hire Date	BONUS	FICA	MEDICARE	TOTAL
<u>1737</u>	WILLIAMS	JANICE	5110	HEALTH DEPARTMENT	FULL	07/01/2015	\$1,200	\$74	\$17	\$1,292
<u>1842</u>	FRANCIS	COREY	5110	HEALTH DEPARTMENT	FULL	09/16/2016	\$1,200	\$74	\$17	\$1,292
<u>1847</u>	FIELDS	SELESTEE	5110	HEALTH DEPARTMENT	FULL	10/17/2016	\$1,200	\$74	\$17	\$1,292
<u>1865</u>	HOUGH	KIMBERLY	5110	HEALTH DEPARTMENT	FULL	01/03/2017	\$1,200	\$74	\$17	\$1,292
<u>1869</u>	CORDON	ALEXIS	5110	HEALTH DEPARTMENT	FULL	01/23/2017	\$1,200	\$74	\$17	\$1,292
<u>1929</u>	JOSEPH	BRITTANY	5110	HEALTH DEPARTMENT	FULL	10/16/2017	\$1,200	\$74	\$17	\$1,292
<u>1571</u>	JEFFERSON	KRISTY	5110	HEALTH DEPARTMENT	FULL	05/01/2018	\$1,200	\$74	\$17	\$1,292
<u>1987</u>	CRAWFORD-NORMAN	LATISHA	5110	HEALTH DEPARTMENT	FULL	09/04/2018	\$1,200	\$74	\$17	\$1,292
<u>1995</u>	MOBLEY	MEREDITH	5110	HEALTH DEPARTMENT	FULL	10/01/2018	\$1,200	\$74	\$17	\$1,292
<u>2064</u>	ROSSIE	BETHANY	5110	HEALTH DEPARTMENT	FULL	04/16/2019	\$1,200	\$74	\$17	\$1,292
<u>2073</u>	MOORE	EMILY	5110	HEALTH DEPARTMENT	FULL	06/17/2019	\$1,200	\$74	\$17	\$1,292
<u>2080</u>	ORO	MONICA	5110	HEALTH DEPARTMENT	FULL	09/03/2019	\$1,200	\$74	\$17	\$1,292
<u>2104</u>	PARKER	ANNA	5110	HEALTH DEPARTMENT	FULL	12/16/2019	\$1,200	\$74	\$17	\$1,292
<u>2141</u>	NEWMAN	KELLEY	5110	HEALTH DEPARTMENT	FULL	07/01/2020	\$1,200	\$74	\$17	\$1,292
<u>2143</u>	MANNING	MARY CHARLES	5110	HEALTH DEPARTMENT	FULL	07/13/2020	\$1,200	\$74	\$17	\$1,292
<u>1859</u>	PEREZ	EVELIA	5110	HEALTH DEPARTMENT	FULL	10/05/2020	\$1,200	\$74	\$17	\$1,292
<u>2186</u>	PARKER	COREY	5110	HEALTH DEPARTMENT	FULL	11/02/2020	\$1,200	\$74	\$17	\$1,292
<u>2210</u>	BARFIELD	CIARA	5110	HEALTH DEPARTMENT	FULL	05/03/2021	\$1,200	\$74	\$17	\$1,292
<u>1885</u>	BUENO	CRISTIAN	5110	HEALTH DEPARTMENT	FULL	06/01/2021	\$1,200	\$74	\$17	\$1,292
<u>1623</u>	ENNIS	RENEE	5110	HEALTH DEPARTMENT	FULL	07/06/2021	\$600	\$37	\$9	\$646
<u>2228</u>	LEACH	ARIELLE	5110	HEALTH DEPARTMENT	FULL	08/23/2021	\$600	\$37	\$9	\$646
<u>2233</u>	HINOJOSA	YARISMA	5110	HEALTH DEPARTMENT	FULL	09/13/2021	\$600	\$37	\$9	\$646
<u>2247</u>	BRADLEY	ABIGAIL	5110	HEALTH DEPARTMENT	FULL	12/28/2021	\$600	\$37	\$9	\$646
<u>2251</u>	BENITEZ	MERCEDES	5110	HEALTH DEPARTMENT	FULL	02/07/2022	\$600	\$37	\$9	\$646
							\$52,200	\$3,236	\$757	\$56,193
			5160	HEALTHY BEGINNINGS						\$1,488
<u>351</u>	ALLEN	BEVERLY	5310	SOCIAL SERVICES	FULL	06/15/1992	\$1,200	\$74	\$17	\$1,292
<u>454</u>	PHELPS	DEBORAH	5310	SOCIAL SERVICES	FULL	11/16/1992	\$1,200	\$74	\$17	\$1,292
<u>202</u>	PORTER	THERESA	5310	SOCIAL SERVICES	FULL	05/10/1993	\$1,200	\$74	\$17	\$1,292
<u>229</u>	GRIMES	LYNN	5310	SOCIAL SERVICES	FULL	02/06/1996	\$1,200	\$74	\$17	\$1,292
<u>629</u>	ALLGOOD	AMY	5310	SOCIAL SERVICES	FULL	02/10/1998	\$1,200	\$74	\$17	\$1,292
<u>792</u>	CULLOM	RALPH	5310	SOCIAL SERVICES	FULL	09/08/1998	\$1,200	\$74	\$17	\$1,292
<u>888</u>	PUGH	TAMMY	5310	SOCIAL SERVICES	FULL	08/05/1999	\$1,200	\$74	\$17	\$1,292
<u>980</u>	LEGGETT	LORI	5310	SOCIAL SERVICES	FULL	12/15/2000	\$1,200	\$74	\$17	\$1,292
<u>1107</u>	SIMMONS	KRISTI	5310	SOCIAL SERVICES	FULL	12/16/2002	\$1,200	\$74	\$17	\$1,292
<u>1187</u>	FAISON	OCTAVIA	5310	SOCIAL SERVICES	FULL	02/02/2004	\$1,200	\$74	\$17	\$1,292
<u>1207</u>	HUDSON	SUSAN	5310	SOCIAL SERVICES	FULL	09/16/2004	\$1,200	\$74	\$17	\$1,292
<u>1274</u>	CHRISMAN	KAREN	5310	SOCIAL SERVICES	FULL	06/01/2005	\$1,200	\$74	\$17	\$1,292
<u>1287</u>	LEGGETT	DERRICK	5310	SOCIAL SERVICES	FULL	09/01/2005	\$1,200	\$74	\$17	\$1,292
<u>1061</u>	DAVIS	MAUREEN	5310	SOCIAL SERVICES	FULL	05/01/2006	\$1,200	\$74	\$17	\$1,292

Emp #	Last Name	First Name	Location	Location Description	Group/BU	Hire Date	BONUS	FICA	MEDICARE	TOTAL
<u>1338</u>	BROOKS	TERESA	5310	SOCIAL SERVICES	FULL	08/02/2006	\$1,200	\$74	\$17	\$1,292
<u>1347</u>	BOJORQUEZ	ESPERANZA	5310	SOCIAL SERVICES	FULL	09/18/2006	\$1,200	\$74	\$17	\$1,292
<u>1372</u>	MOORE	MARIE	5310	SOCIAL SERVICES	FULL	03/16/2007	\$1,200	\$74	\$17	\$1,292
<u>1396</u>	GIBBS	LISA	5310	SOCIAL SERVICES	FULL	10/01/2007	\$1,200	\$74	\$17	\$1,292
<u>1428</u>	O'NEAL	JENNIFER	5310	SOCIAL SERVICES	FULL	06/16/2008	\$1,200	\$74	\$17	\$1,292
<u>1430</u>	STARKIE	ANDREA	5310	SOCIAL SERVICES	FULL	06/16/2008	\$1,200	\$74	\$17	\$1,292
<u>1466</u>	WHITLEY	CHERYL	5310	SOCIAL SERVICES	FULL	01/02/2009	\$1,200	\$74	\$17	\$1,292
<u>1473</u>	WILLIAMS	ABBY	5310	SOCIAL SERVICES	FULL	02/02/2009	\$1,200	\$74	\$17	\$1,292
<u>1478</u>	BATEMAN	MICHELLE	5310	SOCIAL SERVICES	FULL	03/02/2009	\$1,200	\$74	\$17	\$1,292
<u>1480</u>	LEGETTE	TIFFANY	5310	SOCIAL SERVICES	FULL	03/02/2009	\$1,200	\$74	\$17	\$1,292
<u>1488</u>	HOWARD	ASHLEY	5310	SOCIAL SERVICES	FULL	07/16/2009	\$1,200	\$74	\$17	\$1,292
<u>1487</u>	JOHNSON	DEBORAH	5310	SOCIAL SERVICES	FULL	07/16/2009	\$1,200	\$74	\$17	\$1,292
<u>1518</u>	CUTLER	KIMBERLY	5310	SOCIAL SERVICES	FULL	03/16/2010	\$1,200	\$74	\$17	\$1,292
<u>1293</u>	WINSTEAD	ELIZABETH	5310	SOCIAL SERVICES	FULL	03/16/2010	\$1,200	\$74	\$17	\$1,292
<u>1549</u>	EDWARDS	MARDRECIUS	5310	SOCIAL SERVICES	FULL	10/18/2010	\$1,200	\$74	\$17	\$1,292
<u>1557</u>	VINSON	SETTRIA	5310	SOCIAL SERVICES	FULL	01/04/2011	\$1,200	\$74	\$17	\$1,292
<u>1568</u>	LOVINGOOD	RAASHEENA	5310	SOCIAL SERVICES	FULL	02/16/2011	\$1,200	\$74	\$17	\$1,292
<u>1580</u>	SPENCER	ANGELA	5310	SOCIAL SERVICES	FULL	07/01/2011	\$1,200	\$74	\$17	\$1,292
<u>1593</u>	TANNER	SHEILA	5310	SOCIAL SERVICES	FULL	11/01/2011	\$1,200	\$74	\$17	\$1,292
<u>1627</u>	BROWN-THOMAS	JEWEL	5310	SOCIAL SERVICES	FULL	11/01/2011	\$1,200	\$74	\$17	\$1,292
<u>1019</u>	HARDY	AMY	5310	SOCIAL SERVICES	FULL	05/16/2013	\$1,200	\$74	\$17	\$1,292
<u>1638</u>	SMITH	KELLY	5310	SOCIAL SERVICES	FULL	10/01/2013	\$1,200	\$74	\$17	\$1,292
<u>1346</u>	TRIPP	MELISSA	5310	SOCIAL SERVICES	FULL	02/17/2014	\$1,200	\$74	\$17	\$1,292
<u>1671</u>	JACKSON	MATTHEW	5310	SOCIAL SERVICES	FULL	04/16/2014	\$1,200	\$74	\$17	\$1,292
<u>1675</u>	BOND	QUASHAWNA	5310	SOCIAL SERVICES	FULL	04/16/2014	\$1,200	\$74	\$17	\$1,292
<u>1674</u>	WILSON	TRACY	5310	SOCIAL SERVICES	FULL	08/01/2014	\$1,200	\$74	\$17	\$1,292
<u>1688</u>	HAMILTON	ROBYN	5310	SOCIAL SERVICES	FULL	08/01/2014	\$1,200	\$74	\$17	\$1,292
<u>1693</u>	MOORE	DEANNA	5310	SOCIAL SERVICES	FULL	01/02/2015	\$1,200	\$74	\$17	\$1,292
<u>1720</u>	RESPASS	ANGELA	5310	SOCIAL SERVICES	FULL	02/02/2015	\$1,200	\$74	\$17	\$1,292
<u>1725</u>	ROUSE	EMILY	5310	SOCIAL SERVICES	FULL	04/16/2015	\$1,200	\$74	\$17	\$1,292
<u>1727</u>	BROWN	VENTURA	5310	SOCIAL SERVICES	FULL	07/16/2015	\$1,200	\$74	\$17	\$1,292
<u>1741</u>	HILL	MAURESHA	5310	SOCIAL SERVICES	FULL	11/16/2015	\$1,200	\$74	\$17	\$1,292
<u>1766</u>	BOND	KIMBERLY	5310	SOCIAL SERVICES	FULL	01/04/2016	\$1,200	\$74	\$17	\$1,292
<u>1767</u>	MANN	LADONNA	5310	SOCIAL SERVICES	FULL	01/19/2016	\$1,200	\$74	\$17	\$1,292
<u>1772</u>	VILLA	ALMA	5310	SOCIAL SERVICES	FULL	04/18/2016	\$1,200	\$74	\$17	\$1,292
<u>1789</u>	WOOLARD	TOMIKO	5310	SOCIAL SERVICES	FULL	07/18/2016	\$1,200	\$74	\$17	\$1,292
<u>1797</u>	LOMAX	SHAKERIA	5310	SOCIAL SERVICES	FULL	10/17/2016	\$1,200	\$74	\$17	\$1,292
<u>1799</u>	SPARROW	TRUDY	5310	SOCIAL SERVICES	FULL	04/03/2017	\$1,200	\$74	\$17	\$1,292
<u>1825</u>	MCKEEL	LEEANN	5310	SOCIAL SERVICES	FULL	08/16/2017	\$1,200	\$74	\$17	\$1,292
<u>1845</u>	CLARK	BRITTANY	5310	SOCIAL SERVICES	FULL	08/17/2017	\$1,200	\$74	\$17	\$1,292
<u>1883</u>	CORPREW	MELANIE	5310	SOCIAL SERVICES	FULL	09/01/2017	\$1,200	\$74	\$17	\$1,292
<u>1910</u>	MARTINEZ	CHRISTINA	5310	SOCIAL SERVICES	FULL	09/01/2017	\$1,200	\$74	\$17	\$1,292
<u>1911</u>	CLARK	KEISHA	5310	SOCIAL SERVICES	FULL	09/01/2017	\$1,200	\$74	\$17	\$1,292
<u>1914</u>	KERNS	MEREDITH	5310	SOCIAL SERVICES	FULL	09/01/2017	\$1,200	\$74	\$17	\$1,292
<u>1917</u>	WILLIS	NANNIE	5310	SOCIAL SERVICES	FULL	09/01/2017	\$1,200	\$74	\$17	\$1,292

Emp #	Last Name	First Name	Location	Location Description	Group/BU	Hire Date	BONUS	FICA	MEDICARE	TOTAL
<u>1934</u>	GRIFFIN	EMILY	5310	SOCIAL SERVICES	FULL	11/16/2017	\$1,200	\$74	\$17	\$1,292
<u>1957</u>	WOOLARD	DONNA	5310	SOCIAL SERVICES	FULL	04/02/2018	\$1,200	\$74	\$17	\$1,292
<u>1959</u>	HOPKINS	TANYA	5310	SOCIAL SERVICES	FULL	04/16/2018	\$1,200	\$74	\$17	\$1,292
<u>1973</u>	BOSTON-BROWN	VANEICE	5310	SOCIAL SERVICES	FULL	06/11/2018	\$1,200	\$74	\$17	\$1,292
<u>1984</u>	BAYNOR	SUSAN	5310	SOCIAL SERVICES	FULL	09/04/2018	\$1,200	\$74	\$17	\$1,292
<u>1989</u>	HINES	YALONDA	5310	SOCIAL SERVICES	FULL	09/04/2018	\$1,200	\$74	\$17	\$1,292
<u>2032</u>	YOUNG	LATOYA	5310	SOCIAL SERVICES	FULL	11/01/2018	\$1,200	\$74	\$17	\$1,292
<u>2040</u>	HILL	NANCY	5310	SOCIAL SERVICES	FULL	11/16/2018	\$1,200	\$74	\$17	\$1,292
<u>2050</u>	HARRIS	CELESTE	5310	SOCIAL SERVICES	FULL	01/16/2019	\$1,200	\$74	\$17	\$1,292
<u>2058</u>	COLTRAIN	WENDY	5310	SOCIAL SERVICES	FULL	03/01/2019	\$1,200	\$74	\$17	\$1,292
<u>2063</u>	TAYLOR	KATIE	5310	SOCIAL SERVICES	FULL	04/16/2019	\$1,200	\$74	\$17	\$1,292
<u>2078</u>	WILLIAMS	PATTI	5310	SOCIAL SERVICES	FULL	08/01/2019	\$1,200	\$74	\$17	\$1,292
<u>2082</u>	BOSEMAN	LATESHA	5310	SOCIAL SERVICES	FULL	08/16/2019	\$1,200	\$74	\$17	\$1,292
<u>2081</u>	WYNN-NOLET	NATASHA	5310	SOCIAL SERVICES	FULL	08/16/2019	\$1,200	\$74	\$17	\$1,292
<u>2083</u>	BARTHOLOMEW	IAN	5310	SOCIAL SERVICES	FULL	09/03/2019	\$1,200	\$74	\$17	\$1,292
<u>2084</u>	HALL	LAURA	5310	SOCIAL SERVICES	FULL	09/03/2019	\$1,200	\$74	\$17	\$1,292
<u>2086</u>	TYRE	DALSINA	5310	SOCIAL SERVICES	FULL	09/03/2019	\$1,200	\$74	\$17	\$1,292
<u>1522</u>	DAFFRON	PATRICIA	5310	SOCIAL SERVICES	FULL	10/16/2019	\$1,200	\$74	\$17	\$1,292
<u>2095</u>	MCGUIRE	VICTORIA	5310	SOCIAL SERVICES	FULL	10/16/2019	\$1,200	\$74	\$17	\$1,292
<u>2097</u>	BELL	FELICIA	5310	SOCIAL SERVICES	FULL	11/01/2019	\$1,200	\$74	\$17	\$1,292
<u>2100</u>	HAM	RANEIKA	5310	SOCIAL SERVICES	FULL	11/01/2019	\$1,200	\$74	\$17	\$1,292
<u>2098</u>	NICHOLSON	RAQUEL	5310	SOCIAL SERVICES	FULL	11/01/2019	\$1,200	\$74	\$17	\$1,292
<u>2105</u>	HAMILTON	ASHLE	5310	SOCIAL SERVICES	FULL	12/16/2019	\$1,200	\$74	\$17	\$1,292
<u>2120</u>	DUNLOP	TIFFANY	5310	SOCIAL SERVICES	FULL	02/10/2020	\$1,200	\$74	\$17	\$1,292
<u>2121</u>	ONTIVEROS VENEGAS	ALEJANDRA	5310	SOCIAL SERVICES	FULL	02/10/2020	\$1,200	\$74	\$17	\$1,292
<u>1643</u>	KECH	SAMANTHA	5310	SOCIAL SERVICES	FULL	04/06/2020	\$1,200	\$74	\$17	\$1,292
<u>2131</u>	SPENCER	KIMBERLY	5310	SOCIAL SERVICES	FULL	04/20/2020	\$1,200	\$74	\$17	\$1,292
<u>2133</u>	BROWN	HEATHER	5310	SOCIAL SERVICES	FULL	05/04/2020	\$1,200	\$74	\$17	\$1,292
<u>2188</u>	NIXON	ASHLEY	5310	SOCIAL SERVICES	FULL	11/16/2020	\$1,200	\$74	\$17	\$1,292
<u>2198</u>	YOUNCE	MARSHALL	5310	SOCIAL SERVICES	FULL	12/14/2020	\$1,200	\$74	\$17	\$1,292
<u>2201</u>	HAM	LAQUILLA	5310	SOCIAL SERVICES	FULL	01/11/2021	\$1,200	\$74	\$17	\$1,292
<u>2209</u>	DWYER	MARTHA	5310	SOCIAL SERVICES	FULL	05/03/2021	\$1,200	\$74	\$17	\$1,292
<u>2212</u>	HARVELL	OLIVIA	5310	SOCIAL SERVICES	FULL	05/17/2021	\$1,200	\$74	\$17	\$1,292
<u>2211</u>	UZZELL	BIANCA	5310	SOCIAL SERVICES	FULL	05/17/2021	\$1,200	\$74	\$17	\$1,292
<u>2213</u>	VILLEGAS	MARLEN	5310	SOCIAL SERVICES	FULL	05/17/2021	\$1,200	\$74	\$17	\$1,292
<u>2215</u>	YOUNG	EBONY	5310	SOCIAL SERVICES	FULL	06/14/2021	\$1,200	\$74	\$17	\$1,292
<u>2222</u>	PEELE	MICHELLE	5310	SOCIAL SERVICES	FULL	07/26/2021	\$600	\$37	\$9	\$646
<u>2242</u>	NOBLES	RAYLONDA	5310	SOCIAL SERVICES	FULL	11/29/2021	\$600	\$37	\$9	\$646
<u>2243</u>	WOOLARD	PAUL	5310	SOCIAL SERVICES	FULL	12/13/2021	\$600	\$37	\$9	\$646
<u>2246</u>	ANDREWS	TAYLOR	5310	SOCIAL SERVICES	FULL	12/28/2021	\$600	\$37	\$9	\$646
<u>2250</u>	CAHOON	SARAH	5310	SOCIAL SERVICES	FULL	02/07/2022	\$600	\$37	\$9	\$646
							\$117,000	\$7,254	\$1,697	\$125,951
<u>1670</u>	COPPER	CASSANDRA	5330	AGING-CHORE SERVICES	CHOR	02/17/2014	\$1,200	\$74	\$17	\$1,292

Emp #	Last Name	First Name	Location	Location Description	Group/BU	Hire Date	BONUS	FICA	MEDICARE	TOTAL
<u>2200</u>	HADDOCK	JENNIE	5820	VETERANS SERVICE	FULL	12/29/2020	\$1,200	\$74	\$17	\$1,292
	JEFFERSON	SAMANTHA								
	GURGANUS	KENT	4950	COOPERATIVE EXTENSION	FULL		\$1,200	\$74	\$17	\$1,292
	HINSLEY	LOUISE	4950	COOPERATIVE EXTENSION	FULL		\$1,200	\$74	\$17	\$1,292
	QUINN	CHASADY	4950	COOPERATIVE EXTENSION	FULL		\$1,200	\$74	\$17	\$1,292
	FOX	DONALD	4950	COOPERATIVE EXTENSION	FULL		\$1,200	\$74	\$17	\$1,292
							\$6,000	\$372	\$87	\$6,459
<u>183</u>	RICHARDSON	HOOD	4110	COUNTY COMMISSIONERS	PTWB	12/02/1996	\$600	\$37	\$9	\$646
<u>57</u>	LANGLEY	JERRY	4110	COUNTY COMMISSIONERS	PTWB	12/05/2000	\$600	\$37	\$9	\$646
<u>1253</u>	BOOTH	EDWIN	4110	COUNTY COMMISSIONERS	PTWB	12/06/2004	\$600	\$37	\$9	\$646
<u>1715</u>	WATERS	FRANK	4110	COUNTY COMMISSIONERS	PTWB	12/01/2014	\$600	\$37	\$9	\$646
<u>2</u>	DEATHERAGE	WILLIAM	4110	COUNTY COMMISSIONERS	PTWB	12/03/2018	\$600	\$37	\$9	\$646
<u>2102</u>	REBHOLZ	JOHN	4110	COUNTY COMMISSIONERS	PTWB	10/29/2019	\$600	\$37	\$9	\$646
<u>2192</u>	WALKER	RANDY	4110	COUNTY COMMISSIONERS	PTWB	12/01/2020	\$600	\$37	\$9	\$646
							\$4,200	\$260	\$61	\$4,521
<u>849</u>	BENNETT	CHARLES	6071	WATER DISTRICTS	FULL	03/01/1999	\$1,200	\$74	\$17	\$1,292
<u>1022</u>	TAYLOR	JOSEPH	6071	WATER DISTRICTS	FULL	09/19/2001	\$1,200	\$74	\$17	\$1,292
<u>1201</u>	ASBY	MICHAEL	6071	WATER DISTRICTS	FULL	04/13/2004	\$1,200	\$74	\$17	\$1,292
<u>1216</u>	GASKINS	LORRI	6071	WATER DISTRICTS	FULL	08/03/2004	\$1,200	\$74	\$17	\$1,292
<u>1217</u>	JENNINGS	ERICK	6071	WATER DISTRICTS	FULL	08/03/2004	\$1,200	\$74	\$17	\$1,292
<u>1242</u>	DAVIS	TRACEY	6071	WATER DISTRICTS	FULL	11/01/2004	\$1,200	\$74	\$17	\$1,292
<u>1254</u>	HALE	MAMIE	6071	WATER DISTRICTS	FULL	12/09/2004	\$1,200	\$74	\$17	\$1,292
<u>1385</u>	BAUCOM	PHILLIP	6071	WATER DISTRICTS	FULL	07/16/2007	\$1,200	\$74	\$17	\$1,292
<u>1489</u>	DAVIS	STEVEN	6071	WATER DISTRICTS	FULL	07/16/2009	\$1,200	\$74	\$17	\$1,292
<u>1511</u>	BESS	CURTIS	6071	WATER DISTRICTS	FULL	01/04/2010	\$1,200	\$74	\$17	\$1,292
<u>1567</u>	ELLIOTT	STEVEN	6071	WATER DISTRICTS	FULL	02/16/2011	\$1,200	\$74	\$17	\$1,292
<u>1637</u>	SMITH	CHRISTINA	6071	WATER DISTRICTS	FULL	01/01/2013	\$600	\$37	\$9	\$646
<u>1654</u>	MAYO	WILLIAM	6071	WATER DISTRICTS	FULL	09/03/2013	\$1,200	\$74	\$17	\$1,292
<u>1765</u>	ELKS	BILLY	6071	WATER DISTRICTS	FULL	11/01/2015	\$1,200	\$74	\$17	\$1,292
<u>1882</u>	PIEGOLS	JOSH	6071	WATER DISTRICTS	FULL	03/16/2017	\$1,200	\$74	\$17	\$1,292
<u>1880</u>	SMITH	MARK	6071	WATER DISTRICTS	FULL	03/16/2017	\$1,200	\$74	\$17	\$1,292
<u>1892</u>	PUGH	CHARLES	6071	WATER DISTRICTS	FULL	06/01/2017	\$1,200	\$74	\$17	\$1,292
<u>1912</u>	GRADDY	CONSTANCE	6071	WATER DISTRICTS	FULL	08/21/2017	\$1,200	\$74	\$17	\$1,292
<u>1918</u>	BOWENS	PATRICK	6071	WATER DISTRICTS	FULL	09/01/2017	\$1,200	\$74	\$17	\$1,292
<u>2123</u>	CUTLER	STEPHEN	6071	WATER DISTRICTS	FULL	02/24/2020	\$1,200	\$74	\$17	\$1,292
<u>2145</u>	OVERMAN	CHARLES	6071	WATER DISTRICTS	FULL	08/24/2020	\$804	\$50	\$12	\$866
<u>2249</u>	BARTLE	PAUL	6071	WATER DISTRICTS	FULL	01/10/2022	\$600	\$37	\$9	\$646

Emp #	Last Name	First Name	Location	Location Description	Group/BU	Hire Date	BONUS	FICA	MEDICARE	TOTAL
<u>2031</u>	JOHNSON	JUSTIN	6071	WATER DISTRICTS	FULL	01/10/2022	\$600	\$37	\$9	\$646
							\$25,404	\$1,575	\$368	\$27,347
<u>2145</u>	OVERMAN	CHARLES		WATER DISTRICTS	33%	08/24/2020	\$396	\$25	\$6	\$426
<u>1637</u>	SMITH	CHRISTINA		WATER DISTRICTS	10%	01/01/2013	\$120	\$7	\$2	\$129
										\$555

ADDENDUM 11

Acceptance of PARTF Grant

STATE OF NORTH CAROLINA

CONTRACTOR'S FEDERAL I.D.

COUNTY OF WAKE

566001521

N.C. Parks and Recreation Trust Fund Project Agreement

Grantee: Beaufort County

Project Number: 2022 - 957

Project Title: Wright's Creek Phase II

Period Covered by This Agreement: 2/1/2022 to 1/31/2025

Project Scope (Description of Project): Development including rip-rap for shoreline erosion control, picnic shelter, fishing pier, canoe/kayak launch, accessible routes, parking, contingency, and planning costs.

Project Costs: PARTF Amount \$ 249,895

Local Government Match \$ 249,895

Conditions

The North Carolina Department of Natural and Cultural Resources (hereinafter called the "Department") and County of Beaufort (hereinafter referred to as "Grantee") agree to comply with the terms, promises, conditions, plans, specifications, estimates, procedures, project proposals, maps, and assurances described in the North Carolina Parks and Recreation Trust Fund (PARTF) administrative rules and grant application which are hereby by reference made a part of the PARTF grant contract and which are on file with the Division of Parks and Recreation. In addition, the Department and the Grantee agree to comply with the State of North Carolina's Terms and Conditions as listed in "Attachment A" to this contract.

Now, therefore, the parties hereto do mutually agree as follows:

Upon execution of this grant agreement, the Department hereby promises, in consideration of the promises by the Grantee herein, to obligate to the Grantee the grant amount shown above. The Grantee hereby promises to efficiently and effectively manage the funds in accordance with the approved budget, to promptly complete grant assisted activities described above in a diligent and professional manner within the project period, and to monitor and report work performance.

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 Department.

Section I. Eligible Project Costs and Fiscal Management

1. The PARTF grant amount must be matched on at least a dollar-for-dollar basis by the Grantee. To be eligible, project costs must be incurred during the contract period, be documented in the grant application, and described in the project scope of this agreement, and initiated and/or undertaken after execution of this agreement by the Grantee and the Department.
2. PARTF assistance for land acquisition will be based on the fair market value of real property or the sales price, whichever is less. Value must be based upon an independent appraisal by a licensed appraiser holding a general or residential certification from the North Carolina Appraisal Board. The Department shall review the appraisal as to content and valuation. Approval of appraised amounts rests with the Department. The Grantee agrees to begin development on PARTF acquired land within five (5) years of the date this contract is signed by the Department and Grantee in order to allow general public access and use.
3. Payment shall be made in accordance with the contract documents as described in the Scope of Work (Attachment B). Payment for work performed will be made upon receipt and approval of invoice(s) from the Grantee documenting the costs incurred in the performance of work under this contract. Invoices may be submitted to the Contract Administrator

quarterly. Final invoices must be received by the Department within forty-five (45) days after the end of the contract period or contract completion, whichever occurs first. Accounting records should be based on generally accepted local government accounting standards and principles. Records shall be retained for a period of five (5) years following project completion, except those records shall be retained beyond five (5) year period if audit findings have not been resolved. All accounting records and supporting documents will clearly show the number of the contract and PARTF project to which they are applicable. The State Auditor shall have access to persons and records as a result of all contracts and grants entered into by state agencies and or political subdivisions in accordance with General Statute 147-64.7.

4. The Grantee agrees to refund to the Department, subsequent to audit of the project's financial records, and costs disallowed or required to be refunded to the Department on account of audit exceptions.

Section II. Project Execution

1. The Grantee may not deviate from the scope of the project without approval of the Department. When one of the conditions in the contract changes, including but not limited to the project scope, a revised estimate of costs, a deletion or additions of items, or need to extend the contract period, the Grantee must submit in writing a request to the Department for approval.
2. The Grantee shall be considered to be an independent contractor 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 will 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 Department.
3. In the event the Grantee subcontracts for any or all of the services covered by the contract:
 - a. The Grantee is not relieved of any of the duties and responsibilities provided in this contract;
 - b. The subcontractor agrees to abide by the standards contained herein or to provide such information as to allow the Grantee to comply with these standards, and;
 - c. The subcontractor agrees to allow state and federal authorized representatives access to any records pertinent to its role as a subcontractor.
4. In accordance with Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, the grantee agrees not to subcontract with any vendors debarred or suspended by the State of North Carolina and shall not knowingly enter into any lower tier covered transactions with a person or vendor who is debarred, suspended or declared ineligible.
5. The Grantee shall not substitute key personnel assigned to the performance of this contract without prior approval by the Department's Contract Administrator. Mr. Brian Alligood is designated by the Grantee as key personnel for purposes of this contract. The Department designates, Ms. Chris Schmidt, Grant Administrator as the Contract Administrator for the contract.

Department Contract Administrator	Grantee Contract Administrator
NC Department of Natural and Cultural Resources Division of Parks and Recreation Attention: Ms. Chris Schmidt, Contract Administrator 1615 Mail Service Center Raleigh, NC 27699-1615 Telephone 919-707-9370 Email: chris.schmidt@ncparks.gov	Beaufort County Attention Brian Alligood 121 W 3rd Street Washington, NC 27889 Telephone: 252--946-0079 Email: brian.alligood@co.beaufort.nc.us

6. The Grantee agrees to comply with all applicable federal, state and local statutory provisions governing purchasing, construction, land acquisition, fiscal management, equal employment opportunity and the environment including but not limited to the following:

Local Government Budget and Fiscal Control Act (G.S. 159-7 to 159-42); Formal Contracts, Informal Contracts and Purchasing (including but not limited to G.S. 44A-26, G.S. 87-1 to 87.15.4, G.S. 133.1 to 133-40, G.S. 143-128 to

G.S.143-135; Uniform Relocation Assistance Act (G.S. 133-5 to 133-18); Conflict of Interest (G.S. 14-234); Contractors Must use E-Verify (G.S. 143-48.5); Americans With Disabilities Act of 1990 (P.L. 101-336) and ADA Accessibility Guidelines; N.C. State Building Code; and the North Carolina Environmental Policy Act (G.S. 113A-1 to G.S. 113A-12), and Sales Tax Refund (G.S. 105-164.14(c)).

7. The Grantee agrees it provides a drug-free workplace in accordance to the requirements of the Drug-Free Workplace Act of 1988 (43 CFR Part 12, Subpart D).
8. The Grantee agrees to permit periodic audits and site inspections by the Department to ensure work progress in accordance with the approved project, including a close-out inspection upon project completion. After project completion, the Grantee agrees to conduct grant contract compliance inspections at least once every five (5) years and to submit a Department provided inspection report to the Department.
9. The Grantee agrees land acquired with PARTF assistance shall be dedicated in perpetuity as a recreation site for the use and benefit of the public, the dedication will be recorded in the deed of said property and the property may not be converted to other than public recreation use without approval of the Department. The Grantee agrees to maintain and manage PARTF assisted development/ renovation projects for public recreation use for a minimum period of twenty-five (25) years after project completion.
10. The Grantee agrees to operate and maintain the project site so as to appear attractive and inviting to the public, kept in reasonably safe repair and condition, and open for public use at reasonable hours and times of the year, according to the type of facility and area.
11. The Grantee shall agree to place utility lines developed with PARTF assistance underground.
12. If the project site is rendered unusable for any reason whatsoever, the Grantee agrees to immediately notify the Department of said conditions and to make repairs, at its own expense, in order to restore use and enjoyment of the project by the public.
13. The Grantee agrees not to discriminate against any person on the basis of race, sex, color, national origin, age, residency or ability in the use of any property or facility acquired or developed pursuant to this agreement.
14. The Grantee certifies that it:
 - (a) Has neither used nor will use any appropriated funds for payment to lobbyists;
 - (b) Will disclose the name, address, payment details, and purposes of any agreement with lobbyists whom Grantee or its sub-tier contractor(s) or sub-grantee(s) will pay with profits or non-appropriated funds on or after December 22, 1989; and,
 - (c) Will file quarterly updates about the use of lobbyists if material changes occur in their use.

Section III. Project Termination and Applicant Eligibility

1. The Grantee may unilaterally rescind this agreement at any time prior to the expenditure of funds on the project described in this contract.
2. If through any cause, the Grantee fails to fulfill in a timely and proper manner the obligations under this contract, the Department shall thereupon have the right to terminate this contract by giving written notice to the Grantee of such termination and specifying the reasons thereof. In that event, the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed in an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Grantee covered by this contract.
3. Failure by the Grantee to comply with the provisions and conditions set forth in the formal application, PARTF administrative rules and this agreement shall result in the Department declaring the Grantee ineligible for further participation in PARTF, in addition to any other remedies provided by law, until such time as compliance has been obtained to the satisfaction of the Department.

Section IV. Attestation and Execution

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

In witness whereof, the Department and the Grantee have executed the Agreement in duplicate originals, one of which is retained by each of the parties.

Beaufort County	
Name of Grantee (Local Government)	Signature of Grantee (Chief Elected Official)
Typed or Printed Name of Official	Title of Official

(Notary Public Completes)

State of North Carolina

County of

--

On this _____ day of _____, 20____, _____

personally appeared before me the said named _____, to me known and known to me to be the person described in and who executed the foregoing instrument, and he (or she) acknowledged that he (or she) executed the same and being duly sworn by me, made oath that the statements in the foregoing instrument are true.

My commission expires: _____, 20____.

Signature of Notary Public

(Seal Here)



North Carolina Department of Natural and Cultural Resources
D. Reid Wilson, Secretary

By:

Department Head or Authorized Agent
for Secretary Wilson

Title

**General Terms and Conditions
Governmental Entities
May 1, 2011**

DEFINITIONS

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

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

(18) "Unit of Local Government has the meaning in G.S. 143-6.2(a)(2): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by G.S. 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

Relationships of the Parties

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

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

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

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

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

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

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

third person receiving services or benefits under this Contract is an incidental beneficiary only.

Indemnity

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

Default and Termination

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

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

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

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

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

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

Intellectual Property Rights

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

Compliance with Applicable Laws

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

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

Confidentiality

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

Oversight

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

and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance). The Contractor shall retain all records for a period of three years following completion of the contract or until any audits begun during this period are completed and findings resolved, whichever is later.

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

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

Miscellaneous

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

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

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

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

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

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

Ownership of equipment purchased under this contract rests with the Agency. Upon approval of the Agency Contract Administrator, such equipment may be retained by the Grantee for the time the Grantee continues to provide services begun under this contract.

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

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

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

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

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

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

Lobbying: The Grantee certifies that it (a) has neither used nor will use any appropriated funds for payments to lobbyist; (b) will disclose the name, address, payment details, and purpose of any agreement with lobbyists whom the Grantee or its sub-tier contractor(s) or sub-grantee(s) will pay with

profits or non-appropriated funds on or after December 22, 1989; and (c) will file quarterly updates about the use of lobbyists if material changes occur in their use.

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

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

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

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

Scope of Work

**North Carolina Division of Parks and Recreation
Parks and Recreation Trust Fund – Grants Program for Local Governments**

Grantee: Beaufort County

Title of Project: Wright's Creek Phase II

Project Number: 957

Contract Number: 2022-957

Amount of Grant: \$ 249,895

Amount of Match: \$ 249,895

Contact Person for Project: Brian Alligood

Title: County Manager
Beaufort County

Address: 121 W 3rd Street
Washington, NC 27889

Telephone: 252--946-0079

Contact email address: brian.alligood@co.beaufort.nc.us

Scope of Project: Development including rip-rap for shoreline erosion control, picnic shelter, fishing pier, canoe/kayak launch, accessible routes, parking, contingency, and planning costs.

Length of Project: 36 months (2/1/2022 – 1/31/2025)

Schedule for Reimbursements: Grantee may submit bills quarterly after a significant portion of work has been completed on the project element(s). Not more than 90% of the grant will be reimbursed until the grantee completes the project elements specified in the grant (refer to detailed budget submitted with grant application).

The County of Beaufort grant application and support documentation are, by reference, part of the contract. The administrative rules of the N.C. Parks and Recreation Trust Fund are, by reference, a part of the contract.

Project Costs continued

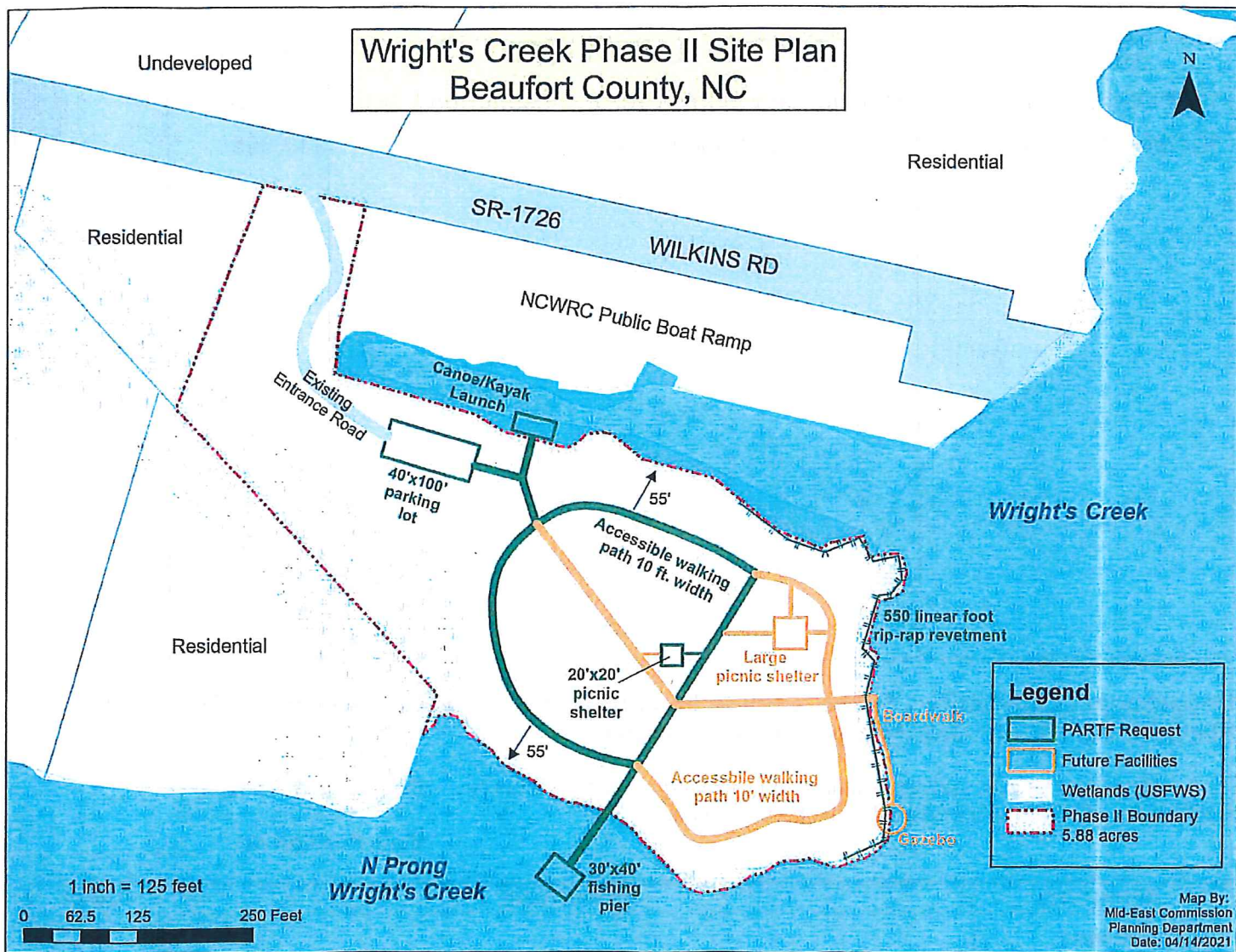
Use the format below to show the costs of the project. As in the sample on the previous page, include the title of the project, the name of the local government and the date the document was prepared. If you need more space, download the separate project costs document from our website and include with your application.

Project Costs

Applicant: Beaufort County

Project Name: Wright's Creek Phase II

(Include specific units — Project Elements sizes, numbers, lengths, etc. — for each item.)	Unit	Unit Cost	Total Item Cost
Building and/or Renovating Costs			
Rip-rap revetment for erosion control, 550 linear feet (Study conducted)			280,000
100'x40' gravel parking lot with two paved ADA spaces and access path			15,000
20'x20' Picnic shelter			20,000
Site Amenities: Tables (4); BBQ Grills (2); Trash Bin (1); PARTF sign(1)			4,300
1,200 sq ft fishing pier with railing			22,300
10' width walking path, ADA accessible, 700 linear feet			65,000
Canoe/kayak launch ADA accessible			28,000
		Total	434,600
Cost to Build or Renovate:			
Contingency for the Cost of Building / Renovating			
Contingency (not to exceed 5% or \$50,000 of the cost to build, whichever is less)	5%		21,730
Value of Land to be Purchased or Donated			
Land Acquisition (donation)			
Planning and Incidental Land Acquisition Costs			
Construction management, site planning, preliminary design, survey and appraisals, or the cost of preparing the application (not to exceed 20% or \$200,000 of the cost of the project, whichever is less)	10%	(5% design, 5% admin)	43,460
Total Project Cost:			499,790
Total PARTF Grant Request:			249,895
Total Local Match:			249,895



Budget Amendment Request

Date of Request: 03/7/22

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
10-9800-598341	Transfer to Wrights Creek Phase II(Fund 341)	249,895	
10-0991-499100	Appropriated Fund Balance	249,895	

State Position No. _____

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

**AN ORDINANCE TO ESTABLISH A GRANT PROJECT
PARTF-WRIGHTS CREEK PHASE II
BEAUFORT COUNTY, N.C.
FOR FISCAL YEAR 2021-2022**

BE IT ORDAINED, by the County Commissioners of Beaufort County, North Carolina, that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project is hereby established:

Section 1. The PARTF Grant Project is to provide rip-rap erosion control and develop the Wrights Creek property with amenities including, kayak/canoe launch, fishing pier, and picnic shelters with tables and walking trails.

Section 2. The Board of Commissioners of Beaufort County adopts this grant project ordinance with the following estimated revenues and expenses:

REVENUES:

341-3728-439810	Transfer from General Fund	\$ 249,895
341-3728-449012	PARTF-Wright's Creek Phase II	<u>249,895</u>
	TOTAL	\$ 499,790

EXPENSES:

341-4928-558015	Rip-rap Erosion Control	280,000
341-4928-558021	Parking/Access Path	15,000
341-4928-558019	Picnic Shelters	20,000
341-4928-558020	Site Amenities	4,300
341-4928-558018	Fishing Pier	22,300
341-4928-558017	Walking Path	65,000
341-4928-558016	Canoe/Kayak Launch	28,000
341-4928-599100	Contingency	21,730
341-4928-558014	Planning & Design	<u>43,460</u>
	TOTAL	\$ 499,790

Section 3. The officers of this unit are hereby directed to proceed with the project.

Section 4. The Finance Officer is hereby directed to maintain within the Grant Project Fund sufficient specific detailed accounting records.

Section 5. Copies of this grant project ordinance shall be furnished to the County Clerk, Budget Officer, and to the Finance Officer for direction in carrying out this project.

Section 6. This ordinance shall become effective upon its adoption.

This the 7th day of March, 2022.

Chairman

Attest:

Clerk

ADDENDUM 12

Incursion of Illegal Immigration in Beaufort County Resolution



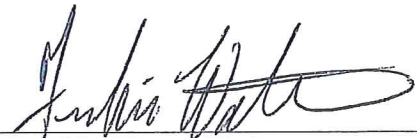
Beaufort County's Commissioners Are resolved to Direct Administrative Staff to Discover, By All Means Available, the Nature and Level of the Incursion of Illegal Immigration into Beaufort County

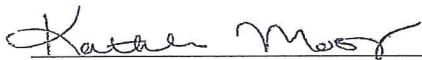
Whereas, Beaufort County is situated in northeastern North Carolina, well more than a thousand miles from United States' undefended southern border, which is the major component of the Biden/Harris open southern border and resettlement project; however, due to their organized clandestine transportation schedule of distributing semi-processed illegals, often under the cloak of darkness in the dead of night, to the farthest reaches of this self-governed Republic, Beaufort County is now becoming a "Border County, and;

Whereas, Beaufort County is, and will be further tasked with funding the transition of more illegal immigrants into all facets of services provided to taxpaying citizens, which will prove to be an enormous financial burden weighing down all of Beaufort County's real citizens.

Therefore, Let It Be Resolved, Beaufort County's governing Board directs Beaufort County employees to discover all avenues of acquiring information to keep the Beaufort County Commissioners informed of that aforementioned organized movement of illegal migrants into Beaufort County, and to what extent Beaufort County's services are additionally taxed to provide this political benefit to those that champion illegal immigration, and a wide-open southern border.

Adopted this the 7th day of March, 2022.


Frankie Waters, Chairman
Beaufort County Board of Commissioner


Kathleen Mosher, Clerk to the Board
Beaufort County

Motion: Commissioner Deatherage motioned that the above resolution be approved by the Board.
Commissioner Richardson seconded.

Yes Vote

Commissioner Deatherage
Commissioner Rebholz
Commissioner Richardson
Commissioner Walker

No Vote

Chairman Waters
Vice-Chairman Langley
Commissioner Booth



Beaufort County
Agenda Abstract

Meeting Date: 4/4/2022

Agenda Section: Item for Decision

Presenter: Carnie Hedgepeth, Director of Emergency Services

Agenda Title: Position Reclassification, Emergency Services

Summary of Information: Beaufort County EMS has a vacancy in a current budgeted position of Administrative Specialist. In accordance with the Beaufort County Personnel Policy, whenever a vacancy occurs, department heads are to review positions to determine necessary need and revisions to the current position before hiring. Over the last two years, Emergency Services has identified a need for a Technology Specialist and has communicated this need to the Board of Commissioners for a new position. To this date, this new position has not been allocated by the board.

In a review of our current Administrative Specialist position, Emergency Services has identified a Technology Specialist position would better fit the needs of the department. For this reason, Emergency Services would like to request the Board of Commissioners approve a position reclassification in our EMS division from Administrative Specialist (pay classification 61 \$32,673.00 – midpoint \$42,475.00) to a Technology Specialist (69 \$46,463.00 – midpoint \$60,402.00).

Submitter Recommendations/Motions: Approve the reclassification of Administrative Specialist to Technology Specialist.

Attachments:
Technology Specialist

Technology Specialist
Grade 69 (46,463.00 – Midpoint 60,402.00)

Job Description

Through ongoing development, maintenance and administration of an EMS database, the Technology Specialist designs and generates specialized reports, including Ambulance Response Time Reports and electronic Patient Care Reports (ePCR). The Technology Specialist reviews and analyzes data, responds to end-user requests for specialized reports or information, works extensively with downloaded data received from external sources, and assesses program information and reporting needs. Provides system training for new and existing EMS personnel to ensure data accuracy and completeness.

Distinguishing Characteristics

The work of this position is distinguished by its dual responsibility for coordinating and collaborating with end-users / stakeholders and for applying strong technical knowledge and expertise in the database design and administration work. The Technology Specialist serves as the primary liaison for information requests, research and analysis for EMS System Administration, EMS staff, County EMS Agencies, and the County Medical Program Director. The incumbent in this classification works with a high degree of independence and initiative under broad program guidelines and general supervision of the EMS Manager.

Essential Job Functions

- Develop and manage the EMS program's Structure Query language (SQL) database
- Generate specialized ongoing reports including Ambulance Response Time Reports and electronic Patient Care Reports (ePCR)
- Develops query structures to extract, load, and transform data in SQL database to report on response time performance, clinical performance from ePCR data (i.e. intravenous and intubation success rates, cardiac arrest outcomes, use of medications, etc.), and business performance (i.e. Unit Hour Utilization, monthly Average Patient Charges, etc.).
- Review and analyze EMS program data
- Respond to end-user requests for specialized reports and information
- Designs spreadsheet macros
- Designs and installs tables in database; utilizes programming languages to accomplish work Researches data failures and recovery strategies
- Designs and modifies database and master files

- Works with end users to identify and make modifications and adjustments to data reports Working with a variety of internal and external database sources
- Works closely with the EMS Manager in evaluating and streamlining EMS System processes
- Manages ordering, tracking, and dissemination of EMS supplies
- Participates in special events as assigned
- Serves as a member of the Beaufort County Emergency Operations Center
- Assists the EMS Manager with Inventory management
- Assists the EMS Manager with fleet maintenance including the scheduling and rotation of vehicles through the system in response to routine maintenance, mechanical failure, and unforeseen accidents
- Assists the EMS Manager with drafting and maintenance of Standard Operating Guidelines.
- Assists the EMS Manager with work schedule maintenance and grooming
- Assists the EMS Manager with generating and administration of mechanical and inventory vehicle safety checks
- Performs other duties as assigned

Qualifications

Knowledge of:

- Principles and practices of database administration and report writing.
- Systems and application software including word processing, spreadsheet and other related computer applications.
- GIS systems including Google Maps API and Sartopo to generate system wide mapping of call response data.

Ability to:

- Demonstrate expertise in program specific database administration, report writing and data analysis
- Apply critical thinking, troubleshooting and problem-solving skills to improve services Demonstrate excellent time management, organizational and multi-tasking skills
- Show strong customer service focus and team approach to the work
- Pay attention to detail and accuracy in the work; proofread work and ensure correct calculations, grammar, spelling and punctuation.
- Carry out Agency policy directives in an effective and timely manner
- Establish and maintain positive and professional working relationships with managers, coworkers, other governmental jurisdictions, volunteers, the media and the public
- Effectively communicate and express ideas both orally and in writing
- Effectively write grants
- Apply appropriate independent initiative, discretion, judgment and organizational skills to a variety of projects, assignments and situations

Experience and Education – Qualifications for this position include:

- Associate degree, or equivalent years of college level education, in Computer Science, Information Systems, Business, or a closely related field. Additional years of related education may substitute for a portion of the required experience.
- Experience in the field of Emergency Medical Services a plus.
- Any equivalent combination of education and experience that provides the applicant with the knowledge, skills and ability required to successfully perform the job will be considered.



Beaufort County
Agenda Abstract

Meeting Date: 4/4/2022

Agenda Section: Item for Decision

Presenter: West Overman, Public Works

Agenda Title: Contract Amendment - Yard Debris Management

Summary of Information: Beaufort County has contracted with Guy Shavender Trucking, Inc. for nine years to process yard debris at the Beaufort County Landfill. The first one-year extension as allowed in the contract ended on February 28, 2022. Staff recommends extending the contract for the second, and final, one-year period, with updated contract terms.

- The contractor has requested a fuel surcharge be added to each rate specified in the contract. If the price of fuel reverts to previous levels, the rate will also revert.
- The yard waste management process has typically involved grinding debris and spreading it at the site. This process is not compliant with the annual Yard Waste Notification issued by the North Carolina Department of Environmental Quality. Therefore, the waste may be removed from the site after grinding.

	Previous Rate	Proposed Rate
Grinding & Spreading On-site	\$13.08/ton	\$14.39/ton
Grinding, Hauling, & Disposal	\$16.88/ton	\$19.88/ton

Additional funds are not required to accommodate the above changes.

Submitter Recommendations/Motions: Approved the attached one-year contract extension with Guy Shavender Trucking LLC.

Attachments:

1. Proposed Contract Amendment

YARD DEBRIS MANAGEMENT CONTRACT EXTENSION AGREEMENT

THIS CONTRACT EXTENSION AGREEMENT ("Extension") is entered into this _____ day of April, 2022, by and between BEAUFORT COUNTY, a political sub-division of the State of North Carolina (the "County"), and GUY SHAVENDER TRUCKING, INC., a business corporation authorized to conduct business in the State of North Carolina (the "Company").

WHEREAS, the County and the Company entered into a Yard Debris Management Agreement, effective 3-1-2018 (the "Original Contract"); and

WHEREAS the parties wish to amend and extend the term of the Original Contract as set forth herein after provided.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby enter into this Yard Debris Management Contract Extension Agreement and agree as follows:

- The Original Contract, which is attached hereto as a part of this Extension, by its terms ended on February 28, 2021.
- The parties agreed to extend the Original Contract for an additional period, which began on March 1, 2021 and ended on February 28, 2022.
- The parties now agree to extend the Original Contract for a second additional period, which began on March 1, 2022 and will end on February 28, 2023.
- The parties now agree to amend Article 5.01A as follows:
 - A. For Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

1. Grinding and Spreading On-Site	\$13.08 per ton
2. Grinding, Hauling, and Disposal	\$16.88 per ton*
*(only with prior approval from Beaufort County Public Works Director)	
3. Quantity of debris shall be determined as outlined in Request for Proposals dated October 24, 2017.	
4. A Fuel Surcharge shall be added to the rates in items 1 & 2 if the price of fuel is over \$3.50 per gallon. The rates with the added fuel charge shall be as follows:	
a. Grinding and Spreading On-Site	\$14.39 per ton
b. Grinding, Hauling, and Disposal	\$19.88 per ton*
- This Extension binds and benefits both Parties and any successors or assigns. This document, including the attached Original Contract, is the entire agreement between the Parties on this subject.

All other terms and conditions of the Yard Debris Management Contract dated 3-1-2018 shall remain in full force and effect as of this _____ day of April, 2022.

Beaufort County

Christina L. Smith, Public Works Director

ATTEST:

Guy Shavender Trucking, Inc.

ATTEST:

This instrument has been pre-audited in the manner required by the Local Budget and Fiscal Control Act approved by the County of Beaufort Finance Officer.

By: _____
County Finance Officer



Beaufort County
Agenda Abstract

Meeting Date: 4/4/2022

Agenda Section: Item for Decision

Presenter: West Overman, Public Works

Agenda Title: Two-Year Cellular Service Contract for Security Cameras

Summary of Information: Security cameras have been installed at Solid Waste Collection Sites to assist with investigating and resolving various issues and complaints. Access to the cameras has also been granted to Republic Services to assist with operating the sites. These devices have proved to be a great tool for management of the solid waste program.

Based on activities and site size, several sites could benefit from having an additional camera. As detailed in the attached service agreement, staff proposes to add three Arlo cameras at \$250 each and three cellular lines with unlimited data for \$39 per month per line (plus taxes and fees). No additional funding is required.

Per the Beaufort County Purchasing Policy, all multi-year contracts must be approved by the Board of Commissioners.

Submitter Recommendations/Motions: Approve entering into a two-year service agreement with US Cellular for three Arlo security cameras for solid waste collection sites.

Attachments:

1. US Cellular Contract



**MASTER SERVICE AGREEMENT
(BUSINESS CUSTOMER)
SERVICE ORDER FORM TERMS (Legally Binding Document)**

This Service Order is between You and USCC Services, LLC on behalf of its operating licensed affiliate doing business as UScellular in the Home Market ("USCC"). This Service Order is governed by the MASTER SERVICE AGREEMENT ("MSA") located at <https://www.uscellular.com/legal>, unless there is a separately signed agreement between You and USCC which is identified in this Service Order. Terms not defined herein are defined in the MSA. By signing below, you agree and acknowledge that You have read and understood the MSA terms and this Service Order, and that the person signing below has the authority to enter into this Service Order on Your behalf.

BUSINESS LEGAL NAME AND ADDRESS							
Business Legal Name		Beaufort County		Business Address ☐ Shipping Same as Billing Address		Billing Address ☐ Shipping Same as Business Address	
Business d/b/a				111 W 2nd Street Washington NC, 27889		111 W 2nd Street Washington NC 27889	
BUSINESS SET-UP INFORMATION – USCC INTERNAL USE							
☐ New Business Customer		☒ Current Business Customer		BAN Group ID: 1035782		Email Address West.overman@co.beaufort.nc.us	
Portal Setup ☐ Accept ☐ Decline		Portal Contact Click or tap here to enter text.		Portal Contact Email Click or tap here to enter text.			
Business Phone Number		252-975-0720 x 1063		Contact Name (POC)		West Overman	
Account Number		854219631		Territory		ENC	
Tax ID (EIN)		566001521		Market		North Carolina	
Tax Exempt (Attach to File)		☐ Yes ☒ No		Estimated Value (ECV)		Click or tap here to enter text.	
Service(s) Ordered under this Purchase:		Choose an item.		Special Approval Sheet (Attach to File)		☐ Yes ☒ Not Applicable ☐ Toolbox	
TABLE 1 - SERVICE(S) ⁵			Service Commitment (Months) ⁴		May activate additional lines at Rate Plan ¹	Cost Summary	
Quantity (Activations)	Rate Plan Name	Term	Other	MRC		MRC w/ Pricing Approval Detail ²	Total Customer MRC
3	Government Unl. Data	24	Click or tap here to enter text.	☒ YES ☐ NO	\$39.00	-	\$117.00
Grand Total Customer MRC (excludes applicable taxes, fees, and other charges)							\$117.00
☐ CHECK HERE IF Customer is eligible for Standard Rate Plan Changes for length of term							



TABLE 2 –EQUIPMENT PURCHASES ⁵ (WITHOUT RETAIL INSTALLMENT CONTRACT) ³			Equipment Service Commitment (Months) ⁴		May Order additional quantities at stated cost ¹	Equipment Cost Summary			
Quantity	Description	Upgrade Eligibility	Term	Other		RETAIL COST (non-subsidized)	Special Approval (Subsidized) ²	Subsidized Price	Total
3	Arlo Go Cam 2	12 Months	24	Click or tap here to enter text.	☒ YES ☐ NO	Click or tap here to enter text.	☐ YES ☒ NO	\$249.99	\$749.97
Grand Total Customer Equipment Cost (excludes applicable taxes)									\$749.97

☐ CHECK HERE IF Customer is eligible for Standard Subsidy price for length of term

☐ CHECK HERE IF Customer is activating Customer owned equipment ("COE") COE approved by USCC: ☐ YES ☐ NO

☐ CHECK HERE IF Customer is purchasing Equipment through a Retail Installment Contract ("RIC")

DO NOT COMPLETE TABLE 2 FOR RIC PURCHASES. SUBMIT A RETAIL INSTALLMENT AGREEMENT (RIC) AND ATTACH TO THIS SERVICE ORDER

ADDITIONAL/OTHER TERMS AND CONDITIONS (IF APPLICABLE)

Accessory Discount / Exclusions	
Volume Commitment	
Revenue Commitment	
Promotional Credits	
Other Terms and Conditions	

¹ If "yes", additional purchases at the Rate Plan / stated cost may be purchased after the Effective Date of this Service Order provided that the Rate Plan, state cost or quantities (as applicable) are available. USCC has the right to discontinue any Rate Plan or Equipment availability at any time with or without notice. If additional purchases are permitted and made pursuant to this Service Order, such purchase(s) will be documented in Your account without requiring a new Service Order or addendum to this Service Order, and this Service Order will thereby be amended with respect to such additional purchase(s) as documented in Your account and without any further writing. You are responsible for reviewing Your account for any errors in billing or otherwise. See Section 7(c) of the MSA for billing and payment details.

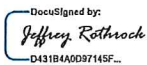
² Requires USCC Special Pricing Approval. Additional terms may apply.

³ If purchasing through a retail installment plan You must execute a Retail Installment Contract (RIC) and the attached RIC Initial Set-up Form must be completed. The RIC governs Your Equipment purchased on an installment plan.

⁴ Service Commitment(s) ETFs are based on 50% of the MRC of the terminated line of Service multiplied by the number of months remaining on the Commitment without proration and You may be required to return promotional credits. Subsidized Equipment ETFs are based on the Commitment term and type of Equipment purchased. Equipment Commitment ETFs are in addition to any Service Commitment ETFs. See Sections 9, 10 and 11 of the MSA for full details.

⁵ If additional space is needed for purchases, please check "Additional Purchases-Service Order Form Addendum Attached" in the signature block. The purchases on the Service Order Form Addendum are hereby incorporated by reference. Any "Grand Total" includes the total of purchases listed on the Service Order Form and any additional Service Order Form Addendum.



AGREED AND ACKNOWLEDGED BY THE PARTIES' AUTHORIZED REPRESENTATIVES	
EFFECTIVE DATE	Click or tap to enter a date.
USCC SERVICES, LLC Agreed and Acknowledged	Signature:  DocuSigned by: D431B4A0D97145F... Printed Name: Jeffrey Rothrock Title: Business Area Manager
West Overman Agreed and Acknowledged	Signature: Printed Name West Overman Title:

Certificate Of Completion

Envelope Id: 2DDCA98CECBE4807956C0CB72A20BF46

Subject: Please DocuSign: Beaufort County 3.24.22.docx

SFA Opportunity ID:

Source Envelope:

Document Pages: 3

Certificate Pages: 1

AutoNav: Enabled

EnvelopeId Stamping: Enabled

Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Delivered

Envelope Originator:

Adam Bowers

30 N Lasalle St Ste 4000

Chicago, IL 60602

ADAM.BOWERS@USCELLULAR.COM

IP Address: 163.116.146.118

Record Tracking

Status: Original

3/24/2022 7:30:55 AM

Holder: Adam Bowers

ADAM.BOWERS@USCELLULAR.COM

Location: DocuSign

Signer Events

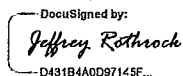
Jeffrey Rothrock

Jeffrey.Rothrock@uscellular.com

Business Area Manager

UScellular

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:

 D431B4A0D97145F...

Signature Adoption: Pre-selected Style

Using IP Address: 96.37.33.99

Signed using mobile

Timestamp

Sent: 3/24/2022 7:32:19 AM

Viewed: 3/24/2022 7:47:07 AM

Signed: 3/24/2022 7:47:17 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

West Overman

west.overman@co.beaufort.nc.us

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Sent: 3/24/2022 7:47:19 AM

Viewed: 3/24/2022 9:53:54 AM

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

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Payment Events**Status****Timestamps**



Beaufort County
Agenda Abstract

Meeting Date: 4/4/2022

Agenda Section: Item for Discussion

Presenter: West Overman, Public Works

Agenda Title: Solid Waste Ordinance Update

Summary of Information: As discussed at the March meeting, staff is developing a new Solid Waste Ordinance. The first draft was sent out for review and comment by the county attorney, consultant engineer, tax office staff, finance staff, and county manager. A few items require additional research and clarification, as referenced in e-mails from the county attorney to the Board of Commissioners. Items that are still pending are:

1. legality of enforcement actions/penalties – criminal vs. civil
2. method in which the Solid Waste Fee is assessed and collected – specific language with allowable exemptions.

Submitter Recommendations/Motions: N/A

Attachments:



Beaufort County
Agenda Abstract

Meeting Date: 4/4/2022

Agenda Section: Item for Discussion

Presenter: Anita Radcliffe, Finance Officer

Agenda Title: Finance Report

Summary of Information: The County Finance Officer will present financial information to the Board of Commissioners.

Submitter Recommendations/Motions: Information only.

Attachments:



Beaufort County
Agenda Abstract

Meeting Date: 4/4/2022

Agenda Section: Item for Decision

Presenter: Anita Radcliffe, Finance Officer

Agenda Title: Workers Compensation Deductible

Summary of Information: Historically, the County's workers compensation has been fully insured, with a \$0 deductible, through the NCACC risk pool. At the Budget Planning Retreat, the Finance Officer mentioned exploring going partially self-insured with workers compensation. This is accomplished by increasing the deductible from \$0 to an appropriate risk tolerable amount and the County would pay for smaller claims that fall below the new, higher deductible out of pocket from a Workers Compensation Reserve Fund. The Workers Compensation Reserve Fund would be funded by an initial GF fund balance transfer plus annual premium savings produced by the higher retention. Once the Workers Compensation Reserve Fund reached a satisfactory funding level, the transfer would stop and the savings would stay in the General Fund.

Based on the attached savings analysis, Staff recommends increasing the workers compensation deductible from \$0 to \$100,000 for FY 22/23, producing an estimated savings of \$146,834. It is further recommended that a Workers Compensation Reserve Fund be created in the FY 22/23 budget and a \$746,000 transfer be made from the General Fund to the Workers Compensation Reserve Fund (\$600,000 base amount plus first year's \$146 estimated savings) to provide funds to pay the first years estimated claims and establish a safety reserve to cover six maximum deductible claims.

Submitter Recommendations/Motions: Staff recommends increasing the workers compensation deductible from \$0 to \$100,000 for FY 22/23, establishing a Workers Compensation Reserve Fund in the FY 22/23 budget, and transferring \$746,000 from the General Fund to the Workers Compensation Reserve Fund on July 1, 2022.

Attachments:

-Worker's Compensation Analysis

Worker's Compensation

Department	Paid						Incurred					
	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21
EMS	-	1,673	1,928	1,636	341	-	-	1,673	1,928	1,636	341	-
Animal Control	1,188	1,486	1,536	-	195	-	1,188	1,486	1,536	-	195	-
Health	-	5,606	3,469	-	491	-	-	5,606	3,469	-	491	-
Sheriff's Office	49,420	5,738	3,542	7,110	8,431	1,439	49,420	5,738	3,542	7,110	13,596	1,439
DSS	412	926	2,745	343	668	296	412	926	2,745	343	668	296
Water	20,861	135,291	341	-	398	6,165	20,861	134,810	341	-	398	31,550
Total	71,882	150,719	13,560	9,089	10,524	7,900	71,882	150,239	13,560	9,089	15,689	33,286
Insurance Paid	71,882	150,719	13,560	9,089	10,524	7,900	71,882	150,239	13,560	9,089	15,689	33,286
Deductible	0	0	0	0	0	0	0	0	0	0	0	0

Average Claim Amount 43,946 6 year avg.
Average # Claims 17

48,957 6 year avg.
17

Worker's Compensation Insurance

Current Cost Fully Insured (\$0 deductible)

Current Policy Annual	\$ 319,506
Average Deductible	\$ -
Total Current Cost	\$ 319,506 FY 20/21

\$250,000 Retention/Deductible

County pays first \$250,000 per claim

NCACC Insurnace Premium	\$ 102,787
Average Claims per year	48,957
Annual Cost	\$ 151,744

Estimated Annual Savings \$ 167,762

\$250,000 Retention/Deductible

County pays first \$250,000 per claim

Gallager Risk Management	\$ 150,000
Average Claims per year	48,957
Annual Cost	\$ 198,957

Estimated Annual Savings \$ 120,549

\$100,000 Retention/Deductible

County pays first \$100,000 per claim

NCACC Insurnace Premium	\$ 123,715
Average Claims per year	48,957
Annual Cost	\$ 172,672

Estimated Annual Savings \$ 146,834

No Pricing from Gallager for \$100,000 retention/deductible



Beaufort County
Agenda Abstract

Meeting Date: 4/4/2022

Agenda Section: Item for Decision

Presenter: Brian M. Alligood, County Manager

Agenda Title: Modification of EMS Rescue Tax District ER to Include the Town of Bath

Summary of Information: The funding for EMS services in the County is mostly provided by EMS Rescue Tax Districts. Ad valorem taxes on property in the districts provide the revenue. Territories within municipalities are not included in the districts unless the municipality agrees to it by resolution. The Town of Bath is currently served by County EMS services but are not included in an EMS Rescue Tax District.

The Town of Bath has requested that it be included in the ER Rescue Service Tax District. A resolution from the Town is attached.

To add territory to a tax district the County must notify property owners in the proposed territory and hold a public hearing to receive comments. A copy of the existing district map, a copy of the proposed district map, and a copy of the timeline are attached. The change would be effective at the beginning of the new fiscal year.

Submitter Recommendations/Motions: Approve moving forward with adding the Town of Bath in EMS Rescue Tax District ER.

Attachments:

1. Town of Bath Resolution Requesting Inclusion in Rescue Service District
2. Map of Existing Rescue Service District
3. Map of Proposed Rescue Service District
4. Timeline Calendar

**Resolution by the Town of Bath Agreeing to Allow the Territory Lying Within
the Corporate Limits of the Town of Bath to be Included in the Beaufort
County Rescue Service Tax District**

WHEREAS, in a recessed session of the Beaufort County Board of Commissioners on June 27, 2000, the Board unanimously voted to create a Rescue Service Tax District that covered all the unincorporated property in Beaufort County except the Richland Township, and;

WHEREAS, North Carolina General Statute 153A-302 requires that the governing body of a municipality agree by resolution to allow territory lying within its corporate limits to be included in a service district, and;

WHEREAS, the territory lying within the corporate limits of the Town of Bath is currently being served by County EMS services that are funded by tax revenues generated by the Beaufort County Rescue Service Tax District, and;

WHEREAS, because the territory lying within the corporate limits of the Town of Bath is not included in the Beaufort County Rescue Service Tax District, the territory is not contributing rescue service tax revenues to support the County EMS services it is receiving, and;

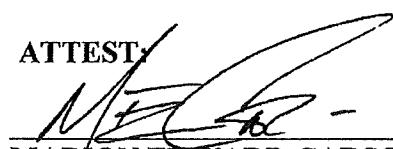
WHEREAS, the Town of Bath currently supports County EMS services in the Town by directly contributing funds to the County from the Town's general revenues, and;

WHEREAS, the Board of Commissioners for the Town of Bath wishes to continue to financially support the County EMS services that are provided to the Town, but have the County levy the rescue service district tax within the Town limits instead of the Town directly contributing funds from the Town's general revenues.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners for the Town of Bath agrees to allow the territory within its corporate limits to be included in the existing Beaufort County Rescue Service Tax District and asks Beaufort County to take the appropriate steps to cause this to occur.

Upon Motion by Commissioner KEITH TANKARD, and seconded by Commissioner JOHN TAYLOR, the foregoing Resolution received 3 ayes and 0 nays and was adopted this the 22 day of March, 2022.

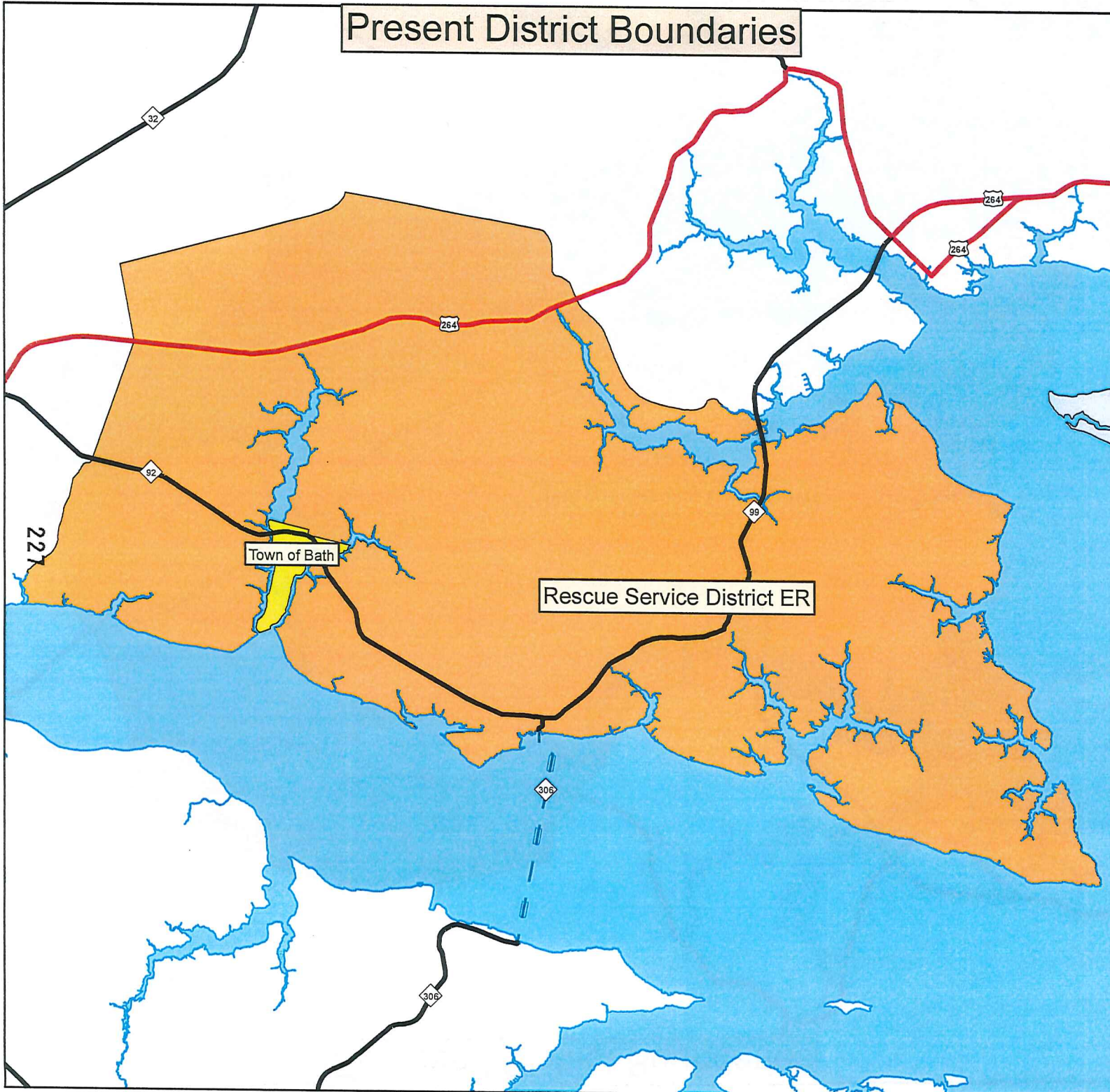
ATTEST:


MARION EDWARD CARSON,
TOWN ADMINISTRATOR

TOWN OF BATH


JAMES G. LATHAM, MAYOR

Present District Boundaries



Map By
BEAUFORT COUNTY
GIS / LAND RECORDS
Date: 3/17/2022

Legend

Municipal Limits

 Town of Bath

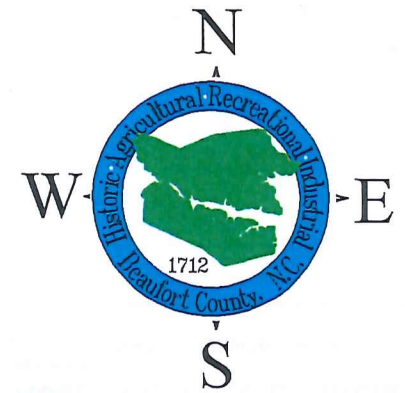
Rescue Service Districts

 Rescue Service District ER

0 1 2 4 Miles

1 in = 2.25 miles

Proposed District Boundaries



Map By
BEAUFORT COUNTY
GIS / LAND RECORDS
Date: 3/17/2022

Legend

Municipal Limits

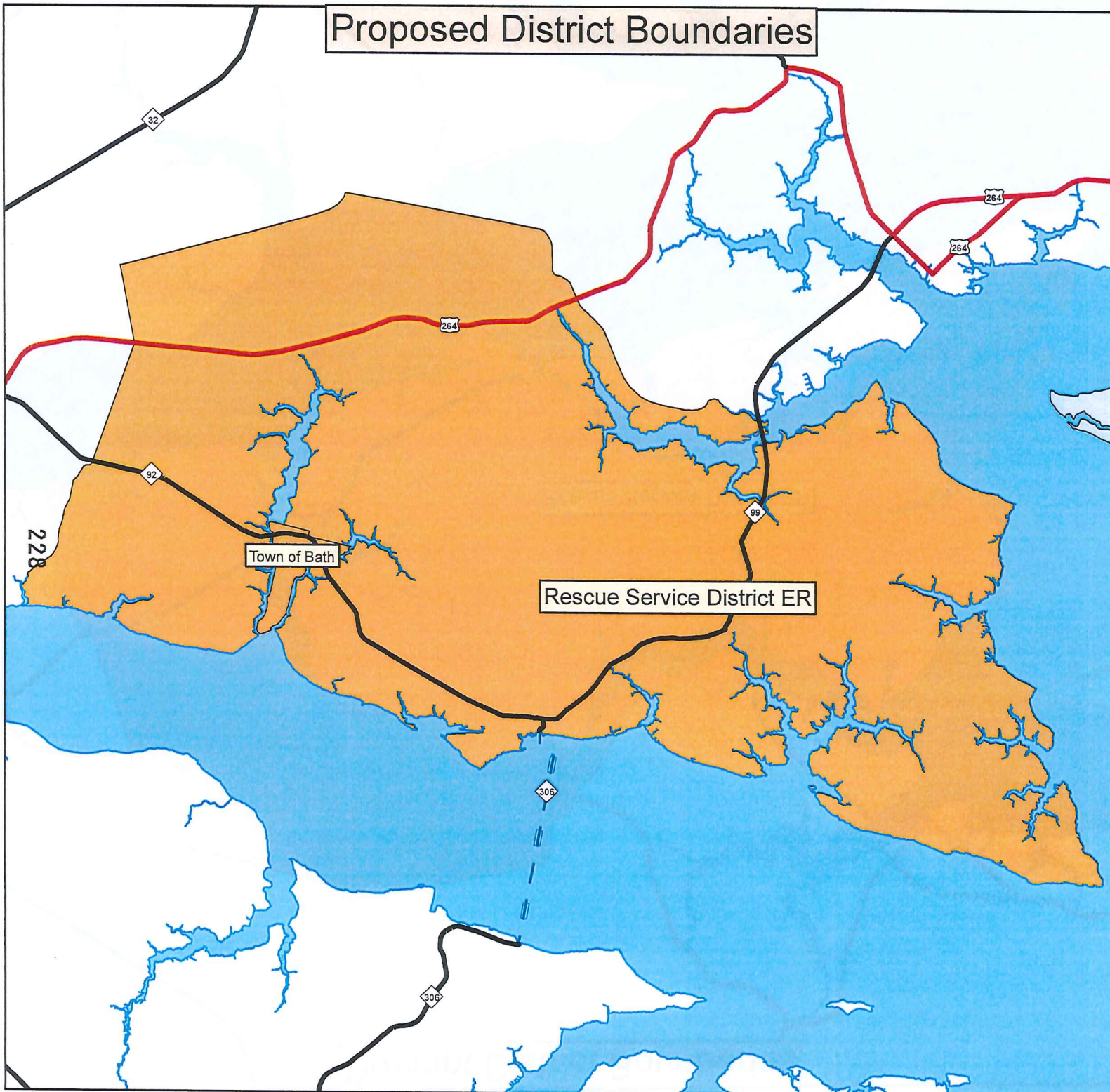
 Town of Bath

Rescue Service Districts

 Rescue Service District ER

0 1 2 4 Miles

1 in = 2.25 miles



2022

Notes:

- April 4, 2022 - BoCC approve Bath's request to include the Town in EMS tax district
- April 29, 2022 - public notice mailed to property owners (at least 4 weeks prior to public hearing)
- May 13, 2022 - report in Clerk's office (at least 2 weeks prior to public hearing)
- May 19, 2022 - publish notice of public hearing in newspaper (not less than 1 week before hearing)
- June 6, 2022 - public hearing held
- June 9, 2022 - adopt tax district expansion
- July 1, 2022 - effective date of tax district expansion

January

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

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27	28					

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May

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29	30	31				

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26	27	28	29	30		

July

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31						

August

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28	29	30	31			

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30	31					

November

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27	28	29	30			

December

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18	19	20	21	22	23	24
25	26	27	28	29	30	31



Beaufort County
Agenda Abstract

Meeting Date: 4/4/2022

Agenda Section: Item for Decision

Presenter: Brian M. Alligood, County Manager

Agenda Title: Request for Special Minimum Rate for Deputy Sheriff Job Classification

Summary of Information: Article IV, Section 6. "Hiring Rate/Starting Salary" of the Beaufort County Personnel Policy provides the following:

"At the recommendation of the County Manager, the Board of County Commissioners may authorize a Special Minimum rate for job classifications in which the County experiences significant difficulty with recruitment and/or retention of employees. In effect, this becomes the new minimum salary rate for employees hired in this class. Prior to utilizing the Special Minimum Rate, salaries of current employees in the respective job class shall be reviewed by the Human Resources Director and the County Manager and shall be adjusted to the Special Minimum Rate to maintain equity for the class."

The Sheriff's Office is experiencing, as many law enforcement agencies are, significant difficulty with recruitment and retention of Deputy Sheriffs and has asked that a Special Minimum Rate be considered by the Board to help address this issue. Attached is a comparison by the Sheriff's Office of salary rates from counties that have historically drawn staff away. Included in the comparison are the proposed adjusted salaries for existing deputy sheriffs, along with the rational, to maintain equity in the class if the Special Minimum Rate of \$40,000 is approved by the Board.

Alternatives:

Fiscal Impact: \$8,959 for existing deputy sheriffs in the class and \$851 for each new deputy sheriff hired at the proposed Special Minimum Rate of \$40,000

Submitter Recommendations/Motions: Consider establishing a Special Minimum rate of \$40,000 for the Deputy Sheriff job classification and adjusting current Deputy Sheriff positions to maintain salary equity in the class.

Attachments:

1. Deputy Sheriff Pay Comparisons

PAY PLAN COMPARISONS EFFECTIVE JULY 1, 2021

COUNTY	POSITION	HIRING RATE	MINIMUM RATE
BEAUFORT	Deputy Sheriff	\$37,284	\$39,149
CRAVEN	Deputy Sheriff	N/A	\$42,135
PITT	Deputy Sheriff	\$41,031 (No Experience)	\$43,000 (With Certification) \$45,068 (5+ Yrs. Experience)

BEAUFORT COUNTY DEPUTIES - CURRENT SALARIES BELOW STANDARD

NAME	CURRENT SALARY	SUGGESTED NEW SALARY	TIME IN LAW ENFORCEMENT	EDUCATION LEVEL
Deputy 1	\$39,149	\$40,000	6 Months	High School & B.L.E.T.
Deputy 2	\$39,149	\$40,000	2 Years	High School & B.L.E.T.
Deputy 3	\$39,149	\$42,400	5 Years	Associate's Degree & B.L.E.T.
Deputy 4	\$39,540	\$40,800	10 Years	High School & B.L.E.T.
Deputy 5	\$39,722	\$42,000	2 Years	Associate's Degree & B.L.E.T.
Deputy 6	\$39,932	\$40,400	5 Years	High School & B.L.E.T.

Beaufort County's current policy for Sheriff's Office educational incentive is to award an additional \$2,000 for employees who hold an Associate's Degree and \$4,000 for those who hold a Bachelor's Degree.

Sheriff's Office employees are awarded an additional 1% of their base pay for every five years of law enforcement experience.



Beaufort County
Agenda Abstract

Meeting Date: 4/4/2022

Agenda Section: Item for Decision

Presenter: Brian M. Alligood, County Manager

Agenda Title: Public Beach and Coastal Waterfront Access Grant

Summary of Information: Attached is an invitation letter from the North Carolina Department of Environmental Quality for the Public Beach and Coastal Waterfront Access Funds 2022-23 Cycle. This funding is available for projects in the 20-county coastal area. The required local match is 25%. The application process has three (3) steps: the pre-application, invitation to submit a Final Application, and grant contract approval.

If awarded, funds could be used to complete the final components of the Wrights Creek project without having to wait for another PARTF cycle. The Mid-East Commission has agreed to write the pre-application at no cost to the County.

Alternatives: Wait for another PARTF cycle which requires a 50% match to complete the remaining components of the Wrights Creek project.

Fiscal Impact: 25% local match of project costs. Project costs for the final components of the Wrights Creek project have not been determined at this time. If the pre-application is approved and an invitation to submit a Final Application is received, the Board would still need to approve submitting a Final Application.

Submitter Recommendations/Motions: Approve submitting a pre-application to the Public Beach and Coastal Waterfront Access Funds 2022-23 Cycle to potentially advance the final components of the Wrights Creek project.

Attachments:

1. Public Beach and Coastal Waterfront Access Funds 2022-23 Cycle

ROY COOPER
Governor
ELIZABETH S. BISER
Secretary
BRAXTON DAVIS
Director



**Invitation to Submit pre-application Access Grant Proposals
Public Beach and Coastal Waterfront Access Funds 2022-23 Cycle**

TO: Local Officials in the Coastal Area

FROM: Tancred Miller, Policy & Planning Section Chief
Division of Coastal Management

DATE: February 2, 2022

We are pleased to notify local governments in the 20-county coastal area that the Division of Coastal Management (DCM) has grant funding available for Public Beach and Coastal Waterfront Access projects for the upcoming 2022-23 fiscal year. Local governments are invited to apply for funding for projects that are anticipated to begin after January 2023 and to be completed within eighteen (18) months.

New this funding cycle is the opportunity for Tier 1 communities to submit applications for maintenance of sites previously funded under the program. This project type recognizes the challenges economically distressed communities face in maintaining funded sites. *DCM anticipates this new project type to be available in the 2022-23 Grant Cycle pending a June 2022 rule change.*

Local governments interested in applying for financial assistance must complete and submit **one (1) digital copy** of the enclosed pre-application form with attachments. Your local DCM District Planner must receive pre-applications on or before 5:00 pm on **Friday, April 22, 2022**.

Process: The application process has three (3) steps: the pre-application, invitation to submit a Final Application, and grant contract approval.

DCM will review the pre-applications and select a number of proposals for further consideration based on available funding. Local governments that submitted applications in previous years but were not selected for funding must re-apply for consideration during this grant cycle. Only pre-applications titled 2022-23 will be accepted as the application packet and application forms are adjusted annually.

Local governments whose proposals are selected will be invited by mid-May to submit a Final Application with more detailed project information. A final application form will be provided with the notification. Prior to submitting a Final Application, the local government shall hold a public meeting or hearing to discuss its proposal and consider comments prior to its decision to submit a Final Application for state funds. Final Applications are anticipated to be due on or before 5:00 pm on **Monday, August 22, 2022**.



North Carolina Department of Environmental Quality | Division of Coastal Management
Morehead City Office | 400 Commerce Avenue | Morehead City, North Carolina 28557
252.808.2808

Local governments are encouraged to include their local matching contribution in their FY 2022-23 budget. All final applicants will be notified in October/November 2022 whether their project has been selected for funding.

Match: Local government matching contributions for acquisition must be at least 15% of the total project cost. Grants for improvements to existing sites must be at least 25%. However, for [Tier 1 counties and their municipalities](#); the match for acquisition, improvements, and site maintenance projects is 10%. At least half of the local contribution must be cash match; the remainder may be in-kind match. Guidelines for determining allowable cash and in-kind match contributions are enclosed.

Overview: The primary objective of the public access grant program is to provide pedestrian access to public beaches and public trust waters in the 20 coastal counties. Grant funds may be used for land acquisition (including “unbuildable” lots) and site improvement projects that are consistent with the state guidelines for public access in the coastal area ([15A NCAC 7M .0300](#)). Any facility constructed with these grant funds must meet state and federal guidelines for handicap accessibility.

Examples of eligible projects include the following:

- Land acquisition - purchase of land for future public access facilities.
- Land easement acquisition - purchase of easements for public access.
- Parking areas, restrooms and other facilities.
- Urban waterfront access sites - improved public access to deteriorating or under-utilized urban waterfronts through reconstruction or rehabilitation.
- Reconstruction or relocation (excluding routine maintenance) of existing damaged public access facilities. Primarily for sites not originally funded by this program or for improvements to any sites at least fifteen (15) years old.
- Handicap facilities - Local governments are encouraged to submit proposals designed to enhance handicap accessibility existing facilities. Handicap facilities that exceed existing ADA requirements are encouraged.
- Boat Launch facilities- boat launch and ramp facilities, whether motorized or not, may be part of a project provided pedestrian access is still a major component of the project.
- For Tier 1 communities, routine maintenance of sites previously funded under the program.

Priority will be given to land acquisition projects; projects whose site design exceeds ADA requirements; and projects whose site design incorporates resiliency via nature-based features. Pedestrian access must be a major component of a project, with nature-based features being used to support, protect and enhance access improvements.

Information about past grants awarded can be found on [DCMs website](#) and on the [Grants WebMap](#).

Proposals that include both land acquisition and site improvements are to be submitted under separate applications. A pre-application Packet is enclosed.

DCM hopes you will consider utilizing funding through this grant program to help make a positive and lasting contribution to your community’s public access efforts. Your local DCM District Planner looks forward to receiving your pre-application and assisting you in this process. If you have any questions, please contact your local [DCM District Planner](#).





Beaufort County
Agenda Abstract

Meeting Date: 4/4/2022

Agenda Section: Item for Discussion

Presenter: Commissioner Hood Richardson

Agenda Title: Sheriff Office Staffing

Summary of Information: Commissioner Richardson would like a report on staffing in the Sheriff's Office regarding vacancies with job titles.

Beaufort County Sheriff's Office Current Vacancies -
March 1, 2022

Position	Description	Location Desc
<u>431017</u>	DEPUTY SHERIFF CORPORAL	SHERIFF
<u>431026</u>	DEPUTY SHERIFF	SHERIFF
<u>431072</u>	DEPUTY SHERIFF	SHERIFF
<u>431084</u>	DEPUTY SHERIFF	SHERIFF
<u>431093</u>	DEPUTY SHERIFF SERGEANT	SHERIFF
<u>431096</u>	DEPUTY SHERIFF	SHERIFF
<u>432003</u>	DETENTION OFFICER	JAIL
<u>432006</u>	DETENTION OFFICER	JAIL
<u>432008</u>	DETENTION OFFICER	JAIL
<u>432015</u>	DETENTION OFFICER	JAIL
<u>432021</u>	DETENTION OFFICER	JAIL
<u>432023</u>	DETENTION OFFICER	JAIL
<u>432030</u>	DETENTION OFFICER	JAIL
<u>432502</u>	TELECOMMUNICATOR	COMMUNICATIONS
<u>431512</u>	TELECOMMUNICATOR	COMMUNICATIONS
<u>432520</u>	TELE COMM SHIFT SUP	COMMUNICATIONS

Submitter Recommendations/Motions: N/A



Beaufort County
Agenda Abstract

Meeting Date: 4/4/2022

Agenda Section: Item for Discussion

Presenter: Commissioner Hood Richardson

Agenda Title: Report on Ankle Bracelet Program and Criminal/Civil Contact Report

Summary of Information: Commissioner Richardson requested that a report be given on the ankle bracelet program.

He has also requested a report on the criminal and civil contacts the Sheriff's Office has made.

Submitter Recommendations/Motions: Information

Attachments:



Beaufort County
Agenda Abstract

Meeting Date: 4/4/2022

Agenda Section: Item for Discussion

Presenter: Commissioner Hood Richardson

Agenda Title: Ethics Policy on County Employees Serving on Boards and Commissions

Summary of Information: Commissioner Richardson would like to hold a discussion regarding the ethics policy on County employees serving on county boards and commissions.

Submitter Recommendations/Motions: Staff will follow the Boards direction.

Attachments:



Beaufort County
Agenda Abstract

Meeting Date: 4/4/2022

Agenda Section: Item for Discussion

Presenter: Commissioner Hood Richardson

Agenda Title: Support Lawsuit Against Illegal Immigrants

Summary of Information: Commissioner Richardson would like the Board to consider filing an Amicus Curiae brief to support lawsuits against illegal immigration and the transportation of illegal immigrants inside U.S. borders.

Submitter Recommendations/Motions: Staff will follow the Boards direction.

Attachments:



Beaufort County
Agenda Abstract

Meeting Date: 4/4/2022

Agenda Section: Item for Discussion

Presenter: Commissioner Hood Richardson

Agenda Title: Discussion on County Employee Drug Testing

Summary of Information: Commissioner Richardson asked that staff report how many random drug tests were done in the last 12-months.

The Human Resources Department reports there have been 64 random drug tests done during the last 12 months. They also reported they do 16 each quarter with employees being randomly chosen by a computer program and the random list is sent to Human Resources the day before testing.

Submitter Recommendations/Motions: N/A

Attachments:



Beaufort County
Agenda Abstract

Meeting Date: 4/4/2022

Agenda Section: Item for Discussion
Presenter: Commissioner Hood Richardson
Agenda Title: Combating the Drug Epidemic

Summary of Information: Commissioner Richardson would like to hold a discussion on developing a strategy to combat the drug epidemic.

Submitter Recommendations/Motions: N/A

Attachments:



Beaufort County
Agenda Abstract

Meeting Date: 4/4/2022

Agenda Section: Item for Discussion

Presenter: Commissioner Stan Deatherage

Agenda Title: Discussion on Response to Emergency Powers

Summary of Information: Commissioner Deatherage would like to hold a discussion on future response to any authoritarian emergency powers in regard to Covid.

Submitter Recommendations/Motions: N/A

Attachments:



Beaufort County
Agenda Abstract

Meeting Date: 4/4/2022

Agenda Section: Item for Discussion

Presenter: Commissioner Stan Deatherage

Agenda Title: Update on Relocation of Illegal Immigrant Information

Summary of Information: Commissioner Deatherage would like an update regarding the possible relocation of illegal immigrants into Beaufort County, as was discussed during last month's meeting.

Submitter Recommendations/Motions: N/A

Attachments:



Beaufort County
Agenda Abstract

Meeting Date: 4/4/2022

Presenter: Clerk to the Board Katie Mosher,

Agenda Title: Commissioners Comments

Summary of Information: During the June 7, 2021, Board of Commissioners meeting it was agreed that each Commissioner would be allowed two (2) minutes to speak at the end of each meeting.

Submitter Recommendations/Motions: N/A

Attachments: