

The Beaufort County Board of Commissioner met in regular session Monday, April 4, 2022, at 5:30 PM, in the Commissioners Boardroom located at 136 W. 2nd Street in Washington, NC with the following present:

Commissioners Present

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

Staff Present

Brian Alligood, County Manager
David Francisco, County Attorney
Katie Mosher, Clerk to the Board
Anita Radcliffe, Chief Finance Officer

Chairman Waters welcomed everyone and called the meeting to order.

Vice-Chairman Langley offered the invocation and Commissioner Rebholz led the Pledge of Allegiance.

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

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

Service Award Presentation

Ms. Deloris Creasman said I would like to take this opportunity now to recognize some of our Beaufort County Employees for their service to Beaufort County. The following people were recognized for their years of service and were presented with service awards from Chairman Waters:

Melanie Corprew, Social Services – 5 years
Carnie Hedgepeth, Emergency Services – 5 years
William McCutcheon, Emergency Medical Services – 5 Years
Marie Moore, Social Services – 15 Years

Ms. Creasman said we also have a couple of other employees I would like to acknowledge that are not here tonight. She said Mr. Josh Piegols, five years with our Water Department and Mr. Mark Smith, also five years with our Water Department.

Public Comments

There was no one that asked to speak.

Legislative Update

No one asked to speak.

Washington High School Soccer Field State Grant

Mr. Matthew Cheeseman said two items, one the Board would like to invite you to the annual meeting that we have, a collective meeting to review the budget process for the Board of Education and Beaufort County Schools. He said I'd like to be able to work with your County Manager, Mr. Alligood, to set up a time at the end of April to do such and we'd like to host you so if that's something you're willing to do we'd love to have you so we can talk about the needs of Beaufort County Schools, more so than a quick budget presentation. He said second, long before I became superintendent here there was an agreement around the soccer field for Washington High School and I'm here on behalf of the Board to ask your blessing. He said many years ago apparently there was an opportunity that the County Commissioners and the Board of Education engaged in together to acquire the land for the soccer field with the understanding that the Board of Education would not spend additional funding on that soccer field. He said it was mostly promoted by a third-party group, a support group to actually build the soccer field. He said well we are very blessed to be one of 19 school systems in North Carolina to receive a state capital grant and it was really through the energy of Representative Kidwell and a few others here in our community, so we've actually qualified for a \$121,000 grant to do some additional work on that soccer field, and I'm being told today we've actually qualified for an additional \$25,000 grant. He said these are monies that the Board of Education did not file to receive but these are monies that the Board of Education would then use to do this work. He said where we're seeking your blessing is that high school soccer, boys, and girls, cannot actually host a North Carolina high school athletic playoff game unless they have lights. He said that soccer field does not have lights and our boys and girls' program has been absolutely amazing. He said so over the years when we host a playoff game we have to host it somewhere else and so last year we actually hosted multiple games in Williamston at one of their high schools in Martin County in order to satisfy that mandate. He said so considering, we're asking you for your blessing for us to potentially match the grant. He said so the light stands that we're looking at cost in the range of \$250,000 to \$300,000 which means currently the grant funds that have been brought to us total about \$146,000. He said so in short, through an RFP process we would identify a bidder and a company who could install the lights at the soccer field. He said if you wish not to bless us in that, which is fine, then the \$146,000 would be used by that group on other things for the actual soccer field. He said for example a concession stand, bathrooms, soccer goals and other things. He said but in fact they would not actually be able to host a playoff game on that field so we're just asking for your blessing to allow us to go ahead and do that, and that is to match the grant funding.

Commissioner Richardson said I just want to remind you; at the time this was done the school system had a soccer field. He said I don't know whether they still have access to it or not, I don't know whether the lights are there or not, Kugler Field and the question was whether to improve Kugler Field and buy this money, whether or not to spend this money that wasn't necessary to be spent. He said the deal was none of this money would come out of the schools' budget in any way, shape, matter or form and you're asking us to violate that original agreement, is what you just asked.

Mr. Cheeseman said I am asking for your blessing to do so.

Commissioner Richardson said yeah, you're asking to violate the agreement that was made back then so I'm not going to vote for this because it's another waste of money for something we already had. He said it's nothing but spending more and more money for nothing.

Mr. Cheeseman said if I can respond to that, in order to upgrade Kugler Field, in order to get it to the condition for high school soccer for girls and boys, you would have to pay for additional bleacher systems, you may have to upgrade the lighting. He said I know for certain you'd have to upgrade the press box before somebody falls through it. He said so I've actually done my homework on that field, walked that field with our community partners so in short I'm either going to put the money into the Washington High School field or I'm going to have to put some money and repairs into Kugler Field. He said we did receive a grant in which we did not expect and that's put us a little bit in the corner of what do we do with \$121,000, now \$146,000 so the Board of Education, we feel very blessed that this landed in our lap and I appreciate that you may not vote for it but understand that we're trying to respond in kind to something that's very positive that was brought forth by the State of North Carolina.

Commissioner Richardson said let me respond to that. He said you can probably modernize the bathrooms within the stands and do all of the work for the \$121,000 that you have whereas we are abandoning that and going out and building a whole new, putting in the same facilities but they are new and shiny facilities. He said it doesn't make economic sense for the citizens of Beaufort County so I'm not going to vote for it because there's no business sense in the whole scheme of what's been presented.

Commissioner Booth said I'm going to vote for it, and I think it's time for us to stop patching. He said if you've got the money let them do it.

Vice-Chairman Langley said that's one of the problems here in Beaufort County. He said we're never really moving forward; we always want to go back so I say let's get it done.

Mr. Cheeseman said I appreciate that and just to be mindful, the state grant specifically says \$121,000 for Washington High School soccer field, it does not identify Kugler Field.

Commissioner Walker said as I understand, Kugler Field is not big enough for regulation soccer field, is that true.

Mr. Cheeseman said I would have to check on that, but I can tell you it's not big enough for a regulation sized football field. He said I would have to check on that.

Commissioner Walker said if we really renovated it for all sports we'd have to take up a street.

Mr. Cheeseman said I think, again, the grant goes back to Washington High School. He said that's the way it's written.

Chairman Waters said I'm assuming that it could be used for other high schools. He said I'm talking about can other high schools play there, Northside, Southside.

Mr. Cheeseman said yes. He said there's always the internal agreement.

Chairman Waters said who has the soccer teams, is it the Optimus Club.

Commissioner Walker said they have a field.

Chairman Waters said do they have lights.

Commissioner Walker said yes but they're not regulation, high school regulated size. He said I will say I'm involved with the football team; I've been doing video for 20 years and I know so much play is done on the football field that it just ruins the grass and makes it almost unplayable so we do need some relief, and this would certainly give some relief. He said I also hear there's some discussion of having a lacrosse team playing on that field too, so I am for it.

Commissioner Richardson said let me go back and say one thing and I'll be done beating this dead horse. He said you're telling me that somebody sat in Raleigh and picked out, threw a dart at Beaufort County, and picked Washington High School to direct that money to. He said are you sure they didn't have some advice and some help from staff in designating that money just for that site.

Mr. Cheeseman said what I will tell you is I told you the truth and the truth is Representative Keith Kidwell helped or responded to a local request here in Washington that had nothing to do with Beaufort County Schools, was not initiated by Beaufort County Schools and we learned of it after the budget was presented. He said we are actually one of 19 districts, as I said, in the state who suddenly received grants which then disqualified us from receiving additional funding from the state for athletic complexes that were at least \$100,000. He said meaning that if you got one of these grants you could not have a minimum \$100,000 that the state is passing out for athletic updates. He said in short, Commissioner, I respect your thinking, but I can say with certainty that we were delightfully as surprised as you are.

Motion: Commissioner Deatherage motioned to approve allowing Beaufort County Schools to match the funding for the soccer fields. Commissioner Walker seconded.

Yes Vote

Chairman Waters

No Vote

Commissioner Richardson

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

Items for Consent

1. Surplus, Health Department
2. Health Dept FY 23 Consolidated Agreement
3. Surplus, DSS
4. Budget Amendment, DSS
5. Tax Office Refunds
6. Surplus, Public Works
7. Solid Waste Convenience Site Improvements CPF
8. NCHFA 2019 ESFRLP Grant
9. Munis HR Resources Management Module Purchase Order
10. Minutes Approval

Motion: Commissioner Booth motioned to approve the consent agenda. Vice-Chairman Langley seconded.

Yes Vote

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

No Vote

Commissioner Deatherage
Commissioner Richardson

See Addendum 1

Position Reclassification

Mr. Carnie Hedgepeth said I am coming seeking position reclassification in Emergency Services and I'm going to take just a minute and walk through this process. He said we have come before you over the last year and a half in seeking an IT position in EMS or Emergency Services and we've been unable to obtain that position. He said we understand those parameters however whenever we have a vacancy it says in our personnel policy we will evaluate the position, looking to see the need of what we have in our system and then make recommendations.

Chairman Waters said excuse me, I can't hear him.

Commissioner Richardson said well excuse us, we were just discussing County business.

Chairman Waters said that's fine, but you should respect the speaker.

Commissioner Richardson said we do respect the speaker, who says we don't respect the speaker.

Chairman Waters said I could not hear him because of what was going on, I'm sorry Mr. Hedgepeth.

Mr. Hedgepeth said in a review of our current administrative specialist position we identified that a technology specialist position would better fit the needs of our department. He said our current position is under a classification of 61, the new position that we'd like to reclassify is under a classification of 69. He said I want to give a little bit of history, what's different now, things we know different now than when we first came to the Board about a new position. He said as you know we've been in Covid response for the last year and a half, two years. He said from our first asking for the position, in our response to Covid we ended up pulling a paramedic to help us with things that were taking place in our support of the Health Department. He said just giving an example in the Covid response itself, I'll try to walk us through quickly, if

you can remember when we first had to respond to Covid there became a scheduling issue. He said the scheduling issue became we had a certain number of shots, we had four times as many people that wanted those shots. He said everything was new, there was a lot of excitement. He said Director Madson put in an order, this is what we need, how are we now going to get this toned down to a small group. He said we came up with let's create a schedule. He said so this individual, along with Ms. Beacham evaluated different things, came up with a schedule that we put in place that allowed us to minimize those first numbers coming in by qualifications. He said it was not perfect by any means, but it was a beginning. He said so walking past that scheduler put in place by a person with this type of skill, now we're at the Covid lines, people going in for their first shots. He said those of you that went through that, you understand the paperwork that you had to do in going through that whole process. He said fast forward from the setup of that until the next time. He said it's time to reschedule, second shots and booster shots. He said the scheduling system is improved by a position such as this where we're able to target who needs shots better and understand in making the system better. He said we move to the shots themselves, now when a person comes in, instead of having to fill out all that paperwork their name is given, if they were a part of that first shot it has all been converted electronically, the person was able to drive up to the next spot, go through those things with minimal to no paperwork. He said that was not a system the government gave us, that was a system in a grass roots effort in Beaufort County by a person with IT experience and along with Melissa Beacham, in doing that in accordance with what was requested from the Health Department. He said so we saw constant streamlining taking place in this. He said as we go to the next shots, just giving examples, there's indications and contra-indications of who should have that shot, how do we make the scheduling even better. He said there's parameters put in place in the schedule electronically to be able to take that information and provide reports to the Health Department for people to understand that okay, now I don't have to call to verify this, it's telling me this is the things for this person, these are the ones that come through. He said just giving you examples of a streamlined process in this that was able to be done real life in response to Covid because we had expertise in the IT arena. He said during this time frame of responding to Covid we had other issues, we deal with other issues every day, we know it's challenging in government so dealing with those issues one of the things that came up was about our EMS supplies. He said we were constantly having to come back to the Board several times asking for more EMS supply money. He said in my first two years, mid-budget we had to come back and had to make an adjustment of that. He said with EMS supplies over Covid the prices increased, EMS supplies started going through the roof, not to mention hard to get and inflation along with those things. He said understanding this we gave the problem to an individual and said hey, what would you do with this, and they created, they went from, if you can imagine, clipboards and written reports of tracking things, drugs that were expiring, things that were going on, they were able to put that completely electronic to, the best way I can describe like a grocery store. He said you go in, everything's got a barcode. He said the system was built to expiration dates, drugs, re-ordering, all kinds of things were done. He said again it wasn't bought, it wasn't given, it was built in Beaufort County and because of that it started saving us money on our EMS supplies. He said now the prices continued to go up, our budget didn't go up, but we didn't have to come to the Board and request any more money for medical supplies. He said we were able to overcome that because of the efficiency that was made in putting that system together. He said again I just want to say it was built here, it was grassroots built by a person with this type of skill that we're asking for and it works so well it is now in at least two other County departments, they're using that same system because they were losing money. He said just on the expiration of drugs it tracks this and says in three weeks this drug is going to expire and we're able to move that drug to the front and have it used versus it getting thrown away. He said moving forward, just getting out of Covid response or drugs here, when we talk about EMS data specifically, which was my original intent with this position coming forward, I can remember being asked by a Chairman from this group, I want to see a map of where the EMS calls are. He said this was in my first year here, so in that it took us almost 30 days to come up with what was needed there because the information is not in a one-way usable format. He said if you think about it like there's five different people with five different languages that's what our data system was like from the various places we pulled data. He said it took assigning a person and all they did was take this set of data, write it down, go interpret something out and have to key in individually those things on the map points to give us the information we were asked to do. He said Chairman Waters you sit on the EMS Oversight you saw the data that was just given at that last Oversight. He said we have an ability now that if you ask for those types of reports we're going to be able to get that to you, in some cases, in minutes, let alone 24 hours but not a month. He said we have usually, on a weekly basis, maybe not every week but on a normal basis we have a Commissioner, another person from a County department or we have a citizen that calls us and asks us a question, something about data that we have to research and do. He said just in the limited timeframe with a look and a build of this with the right expertise we've had the ability to take 911 call data, which comes in two different forms, EMS charts which is a whole other form, our Brad-Goodwin software which is our scheduling maintenance and things, which is another form and our EMS billing which is in a totally different language and other form. He said the individual has been able to coordinate that all together where it talks to each other and that's exactly what this position is about. He said looking beyond these examples and looking to the future if you looked at the job description that was attached in there

you will see so many things that need to be done. He said data is transparency, government is constantly asking us to be more efficient with less resources sometimes or at least the same resources if we can. He said when I come to you and ask for something you say where's your data, what's backing this up, where's something that needs to be showed that this needs to be done. He said we're just in an information age with IT things and data IT information that in our line of work and where we are we need someone who understands EMS, Emergency Services and can help us with that. He said so with that I'll be glad answer any questions, this is why I'm coming to you with a request for reclassification of this position.

Commissioner Booth said what's the person doing now.

Mr. Hedgepeth said the person who's currently doing this is a paramedic but with that we've pulled him from paramedic to help us.

Commissioner Booth said to build this, he's not riding the truck, does he ride the truck.

Mr. Hedgepeth said during Covid, during the Covid response no, he has not, he's been doing other things.

Commissioner Booth said he's doing the job that the lady was doing.

Mr. Hedgepeth said no she's helping him, they're two different things.

Commissioner Booth said how did you come to the fact from a 61 to a 69, what drives that.

Mr. Hedgepeth said it's been sent to the MAPS group for review. He said we looked at current county pay.

Commissioner Booth said I'm going to vote for it I just want to know.

Mr. Hedgepeth said I want to be fully transparent. He said in the County positions this is not the top IT positions. He said DSS has one that's a couple of grades higher.

Commissioner Booth said we're not talking about DSS, we're talking about EMS. He said let's stay with, I'm going to vote for it, but I don't want to hear what DSS is doing I want to hear what EMS is doing. He said you're not presenting for DSS you're presenting for EMS.

Mr. Hedgepeth said I'm just trying to show that we're not trying to get the best or over, we've sent this to the MAPS group, we're waiting for the official word to come back. He said we see a position that is in another department for IT specialist, this is the middle grade for IT positions in Beaufort County.

Commissioner Booth said is it the same qualifications.

Mr. Hedgepeth said we think it aligns. He said the qualifications for the IT specialist is in the Sheriff's Department so it has a lot of data around the CAD system, the 911 system and such so we couldn't use that same verbiage, ours is around EMS.

Commissioner Booth said what's so essential, I'm so sick and tired of the word Covid, it's on the decline so why didn't we do this when the people were, when the need was there. He said he was doing it for nothing at that time.

Mr. Hedgepeth said we didn't realize his skill set completely at that time and we did come and ask, and we were told no.

Commissioner Booth said so you invited to come again because you heard what I said. He said I'm finished.

Chairman Waters said all right, do you want to make a motion.

Commissioner Booth said yeah, I'll make the motion.

Commissioner Richardson said well wait a minute, let's have some more discussion. He said this is totally out of order to allow part of the Commissioners to discuss and not allow the other Commissioners to discuss and then ask for a motion. He said that not correct Chairman Waters.

Chairman Waters said well go-ahead Commissioner Richardson.

Commissioner Richardson said you're not talking about adding a new position to your department, you're talking about eliminating one job and replacing it with another job description or another skill set.

Mr. Hedgepeth said changing that job description.

Commissioner Richardson said okay, now my last question is this, under experience and education it says qualifications for this position include an associate degree or equivalent years of college education in computer science. He said now we've had a problem in the past with hiring people who were supposedly highly technically qualified and then all of a sudden good buddies got the job, and you wonder what his qualifications are. He said I would just like to change this to an associate degree is required.

Mr. Hedgepeth said the only challenge, I would say, in my experience, and you have more experience than I do but I would say in my experience we can lock ourselves in where we may not get a person that applies for our position so if that's the case, that's our application pool, that's the candidates or applicants.

Commissioner Richardson said I don't disagree that's a problem I would just like it to say or equivalent college level education. He said there should be a way to fix this with some oversight from somewhere because I really am concerned about us creating these job positions and all of a sudden some friend's friend needs a job and they've got a job and they're not necessarily qualified for it and everyone runs around saying oh, they look equivalent to me. He said have you got any suggestions as to how this can be covered so we don't wind up in that kind of a bind.

Mr. Hedgepeth said well I thought I had. He said I did my best in this in that it says an associate degree or equivalent in college level education.

Commissioner Richardson said who decides what's equivalent, I guess that's my question, how do you decide that.

Mr. Alligood said the HR department reviews applications and goes over that. He said Ms. Creasman can speak to that. He said the majority of our job descriptions say, "and equivalent". He said that's part of our style, we always do that, and I think there's some reason legally why we do that.

Ms. Creasman said well we actually got these qualifications from our classifications and pay study. She said when we had our study done we had those types of things looked at, the qualifications for each position and then the analyst recommended the minimum qualifications and experience and when you see that equivalency clause typically one year of college can count for one year of experience.

Commissioner Richardson said but it says an associate degree which is two years of college so if they have one year of college they probably actually need five or ten years of experience somewhere else.

Ms. Creasman said you need more experience to offset that, related experience that can be applied to that position.

Commissioner Richardson said what assurance do I have that we're not going to go out and hire somebodies buddy because I've seen this happen in county government and I want to avoid it.

Ms. Creasman said we look at qualifications, we look at their education and experience. She said if they don't meet the education and experience then we can apply the equivalency and they don't qualify.

Commissioner Richardson said why don't we do something like this, why don't we let the manager sign off on the equivalency.

Ms. Creasman said he does, he signs off on the personnel action forms.

Commissioner Richardson the equivalency is the only thing I'm concerned about.

Ms. Creasman said that's part of the whole process, verifying that they qualify.

Commissioner Richardson said so the manager signs off that this is equivalent to a two-year college degree.

Ms. Creasman said that's kind of a standard HR protocol.

Mr. Alligood said just to be clear I sign off on every PAF (personnel action form) that comes through the County.

Commissioner Richardson said okay, so you're the one that approves the equivalency.

Mr. Alligood said actually I get a recommendation from the HR department, that's their job to do that, they have the expertise to do that, and they send it up and I sign off on it. He said we have discussions if there's an issue, we'll have a discussion about it, but Ms. Creasman is the one who has that HR background who can say yes that's an equivalent or no, it's not.

Commissioner Richardson said but I'm looking for a check and a balance. He said I'm not looking for the same system we've been using. He said I want to be sure that somebody has said yeah, this is an exception in this case, they don't have a two-year degree. He said who's going to attest to this being an equivalency because again, I've seen good buddy hired into several jobs that they weren't necessarily qualified for because they needed a job.

Ms. Creasman said I haven't seen that in HR. She said if there's someone you'd like me to look at.

Commissioner Richardson said no, I'm not going specific with you, I'm not going into that trap, that's a staff trap and I'm not getting into it. He said I'm looking after the citizens of Beaufort County to make sure that a qualified person is hired to fill these jobs, that's what I'm concerned about.

Ms. Creasman said we even have some safeguards in place, for instance with the Health Department and Social Services when someone does not meet the full qualifications and these are qualifications established by the Office of State Human Resources, then there's a safeguard in that if you have no applicants that qualify you can actually hire someone to work against that position. She said once they have one year of experience then they go into that position, and I think just one example that we've used is a work against, but we do try really hard to make sure they qualify.

Commissioner Richardson said I know sometimes we work too hard to qualify so that's what I'm concerned about, that's what I'm working on here. He said I have another solution to this problem, why don't we let the department head that's going to work that individual sign off that they have the equivalent experience.

Ms. Creasman said they're actually doing that when they sign the personnel action form.

Commissioner Richardson said they're making the recommendation; they're signing the personnel action form so they're saying that they have the equivalent experience and then the manager signs that they have the equivalent experience so you're telling me we've got two checks in this thing. He said I'm satisfied if we've got two people signing.

Ms. Creasman said then if there's an instance where we don't have qualified applicants, and that can happen, then you can do a trainee progression. She said you can allow someone to come in as a trainee or either a work against.

Mr. Hedgepeth said it's actually three checks because HR, there are times when I ask to do something Ms. Creasman has said you can't do that or that's not what's recommended.

Ms. Creasman said we do look at it closely.

Mr. Hedgepeth said so HR has a check, I have a check and in this case the manager has a check.

Commissioner Richardson said okay, I'm satisfied.

Commissioner Deatherage said this is no different to me than the Sheriff's Office. He said I think there should be a centralized management of IT. He said we have our IT department over in DSS and it can grow, if necessary, and it can be managed there if necessary. He said then we have a couple of positions over at the Sheriff's Department and now one over at EMS and eventually we have to many things to deal with and raw intelligence and a lot of money because a lot of these guys are able to go out and spend money for third party software if necessary and we Commissioners, well some of these Commissioners don't know anything about this so, my opinion, it would be best for Beaufort County to have one manager over all of it and they would be responsible for the best application of using software, either create it in-house or purchased and they would report to us and we could make that determination. He said but we're getting to spread out. He said I can't vote for the spread-out system that we have now, I really can't vote for it.

Commissioner Richardson said well I'm going to vote for it. He said what I would say to Commissioner Deatherage is we need to look at this as part of the budget and we need to look at that as something we probably need to work our way into over a period of time. He said I do agree we've got to many intelligence people in County government whereas one or two could probably do the whole thing for what we're doing but I don't want to try and solve that problem tonight. He said I'd rather bring it up as part of the budget and try to solve it there.

Commissioner Walker said I think this is so unique that you need the person that you're talking about to do it. He said he's administered drugs; he's been on the road, and he knows these things. He said he just happens to know IT too so he might be the perfect candidate for this and like I said it's a very unique position.

Mr. Hedgepeth said like I said, this is going to be advertised. He said if we find someone that's better than who we have we're going to be tickled that they have an interest in Beaufort County. He said we know we've got a good one already but we're going to look and be open to see what we get from others as well.

Chairman Waters said well the data was very impressive that he brought to the EMS Oversight. He said I mean it was over, right at 10,000 calls last year for every part of Beaufort County.

Motion: Commissioner Booth motioned to approve reclassification of Administrative Specialist to Technology Specialist in Emergency Management. Commissioner Walker seconded.

Yes Vote

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

No Vote

Commissioner Deatherage

See Addendum 2

Contract Amendment, Yard Debris Management

Ms. Christina Smith said the first item that I bring before you is a contract amendment for yard debris management. She said as you'll recall, for the last several years Shavender Trucking has provided the grinding at the landfill. She said we issued an RFP for that four years ago, it was a three-year contract with the option of two one-year extensions. She said we've extended it for one time. She said when we had negotiations or discussions with Shavender, due to the increase in fuel price he did request that a fuel price be added to the extension contract. She said we believe it's in the best interest of the County to do that and also, as has been the Board's preference in the past, if you look at item #4 it says the fuel charge will be added if the price of fuel is over \$3.50 per gallon. She said as well all know the price of fuel is higher for now but if it were to drop back down to the \$3.50 then the surcharge would no longer be charged.

Chairman Waters said so it's a monthly, it can go up and down on a monthly basis.

Ms. Smith said no sir, well actually it goes up and down on a daily basis. She said because this is for non-highway diesel.

Vice-Chairman Langley said you recommend this.

Ms. Smith said absolutely.

Commissioner Rebholz said the second dot point says yard waste management process typically involved grinding debris and spreading it at the site, the process is not compliant. He said what does that all mean, what does it mean we have to do.

Ms. Smith said remove the debris from the site. She said we operate the yard waste processing facility under what is called the yard waste notification. She said that's basically a permit without the word permit in the title of it from the Department of Environmental Quality, Solid Waste Division. She said in order to be fully compliant with that yard waste notification you are not supposed to retain the material that is collected and shipped on site. She said Beaufort County has been retaining that material for many years and that has not been an issue until recently. She said you will recall for the past many years

we've had storm events and things like that, so they've been a little more understanding, forgiving, whichever word you'd like to use but in all of our research as far as the solid waste procedures and policies of the County that's something that we discovered that we had not been compliant so we're trying to become compliant.

Commissioner Rebholz said so we're going to go from \$13.08 a ton to \$19.88 a ton.

Ms. Smith said yes sir.

Commissioner Rebholz said that's a lot of increase.

Ms. Smith said basically we only have one gridding left to do so we try to do it sometimes two times a year and we're hoping, it needs to be ground right now.

Commissioner Rebholz said how much tonnage are we talking about on an annual basis.

Ms. Smith said I do not have that here and I do not remember. She said we had, I do not know, and I cannot pull that up standing here.

Chairman Waters said this is all being done at the Hawkins Beach site.

Ms. Smith said yes sir and again, because we did not have a storm event this past year the amount of vegetative debris is less than it has been in the past, that's why no additional funding is required.

Commissioner Richardson said how are we going to get ourselves compliant, if it's not compliant how are we going to get ourselves compliant.

Ms. Smith said right now this is first step with the inspector so with this grinding we will remove the chips from the site and then we're going back, working with him. She said there may be tilling of the debris that's there, maybe pushing it up into rows, different management of the debris.

Commissioner Richardson said does this include, this includes the tillage of the site, this price.

Ms. Smith said no sir, this is grinding and removing it from the site.

Commissioner Richardson said he's going to haul it off this year but we're plowing, I don't understand, it sounds like we're doing both. He said it sounds like we're hauling it away and it sounds like we're tilling it in.

Ms. Smith said we may have to go back and till some of what's existing, the prior things that exist there.

Commissioner Richardson said all you have to do is pour some nitrogen on it and get your nitrogen ratio right and it goes away.

Motion: Vice-Chairman Langley motioned to approve the contract amendment with Shavender Trucking. Commissioner Booth seconded. The vote was unanimous.

See Addendum 3

Two-Year Cellular Service Contract for Cameras

Ms. Smith said again, I bring this to you, we are requesting approval for a two-year service contract for additional security cameras. She said if you recall, it's been a few months since Mr. Overman brought this to you, we purchased ten security cameras and each of those cameras require cellular service to go along with that in order to transmit the information. She said we've installed the cameras at the sites and what we've discovered is that there are three sites that we really need three cameras, just because of the size of the site and the high levels of activities at the sites. She said we can't get the entire, the camera's does not span to get the entire site in, so we've gone back to US Cellular and requested additional coverage. She said just as with your cell phones when you purchase a new phone there's a new two-year agreement and because our purchasing policy requires the Board of Commissioners to approve any multi-year contracts I bring this back to you for your approval to approve additional three, two-year contracts for the additional three cameras.

Commissioner Booth said you haven't had any more cameras shot down have you.

Ms. Smith said no sir, we've only lost one to ammunition as far as we are aware.

Chairman Waters said that was on Beach Ridge.

Ms. Smith said yes sir.

Motion: Vice-Chairman Langley motioned to approve the contract with US Cellular for the additional three cameras. Commissioner Richardson seconded. The vote was unanimous.

See Addendum 4

Solid Waste Ordinance Update

Ms. Smith said this last item is an update regarding the new solid waste ordinance. She said the first draft was sent to the County Attorney for review, as well as the consulting engineer, tax office staff, finance office staff and the County Manager. She said we met and had a lengthy discussion on that. She said I believe some of the draft copy was sent out to the County Commissioners for their review as well. She said just wanted to bring that forth to you to let you know we are working on that. She said I'm not sure if the County Attorney would like to speak but again, at the last meeting we discussed the legality of enforcement action, both criminally as well as civil. She said the County Attorney has sent out some emails with his opinions on that. She said also the method in which the solid waste fee is assessed and collected. She said we're still working through the details of that with the Tax Assessor regarding the capabilities of the current tax software, whether currently a property in the County is not designated by its use, i.e., commercial, residential, or institutional or industrial. She said you can't run a cue in the current software and get that information so we're having to go back and do some manual pulling of numbers in order to look at the ways fees are imposed and what's the most equitable way to do that.

Chairman Waters said Mr. Francisco, did you want to add anything.

Mr. Francisco said the only thing I wanted to add to it was I sent each of the Commissioners somewhat of a plan we were considering of notifying people of mail we had found, say we found, I didn't find it, it was provided to me and to bring it to their attention but that horrible place on the road out there from my house to the dump. He said you saw the pictures. He said we were going to notify the people whose trash we found, whether they put it there or their next-door neighbor did, and I heard, after sending to each of you I heard from three Commissioners my conclusion was you were not in favor of the mailing we were going to do, and we just backed away from it. He said I was a little surprised at that. He said I frankly thought we got them and maybe get some people out there to clean it up whose trash it was but there it sits. He said that's a concern, I mean I think Commissioners need to decide how they want to solve this problem. He said maybe it's not a good idea to write them a letter and say here's your trash, what are you going to do with it, we want you to go out and clean it up. He said maybe that's not the best idea.

Commissioner Richardson said well there's two things going on here. He said one, I need to give notice to the Board, to the Clerk, to the Manager and everyone else that my County email does not work so use my regular business email. He said I do not intend to hook it back up because it was a big aggravation, so I didn't get what you sent out. He said getting on to that, I agree with you 100%. He said I've had personal experience with that kind of program where you go through their trash, you find their bills and in Hancock County, KY so I don't know how the laws apply here but I cleaned that up using that and it only takes two or three months. He said you only have to write about twenty letters or make about twenty or thirty phone calls before word gets around. He said what usually happens is people will start telling you that's not my material, that's not this or that and what you do is you read to the I see you're behind three payments on your Woolworth's credit card and by the way here's a letter from Aunt June, she says she's dying. He said now you tell me that's not your mail. He said when they hear this they will immediately say we'll come and get it and they usually come and get it, clean it up and do what they're supposed to do. He said what he's suggesting is a very good program and I think we should do it and I make a motion that we do it.

Motion: Commissioner Richardson motioned to approve sending letters to people whose trash is found throughout the County and ask them to clean it up.

Chairman Waters said I'd like to clarify the motion. He said I think that on each letter it's to that individual and does not list the other ones. He said it's just from David Francisco and it's private, it does not list the other ones.

Commissioner Richardson said I agree. He said you're going to get a lot more cooperation if you keep it private because some people are just embarrassed and what you're going to find out is some people have given their trash to a friend to get rid of and they didn't do them a favor when they got rid of it so all kinds of things can go on here and the more private you can keep it the better off you are.

Amended Motion: Commissioner Richardson motioned to approve sending individual letters to people whose trash is found throughout the County and ask them to clean it up. Chairman Waters seconded. The vote was unanimous.

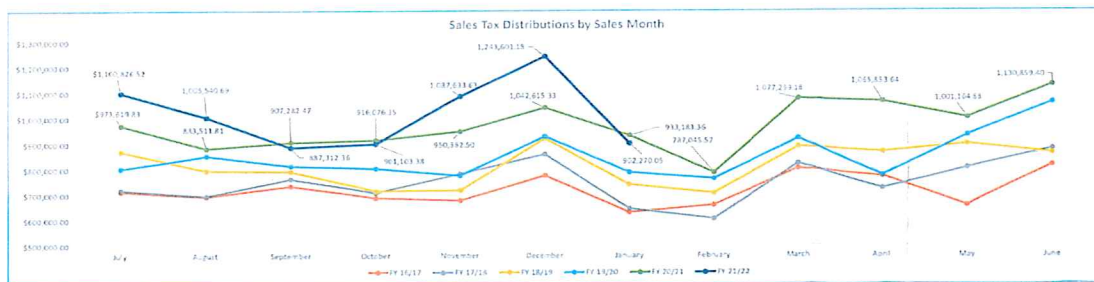
Chairman Waters said one example, and I may have said this two months ago but there was a large garbage bag on the side of the highway on NC 99. He said I stopped and went through it, enough to get the names off of it, called the individual and was very nice and said I realize you probably dropped it by mistake, he said my son did it, I know, and I'll pick it up tomorrow morning and I thanked him for doing that. He said it does work. He said I think we can do it.

Finance Report

Ms. Anita Radcliffe said I want to give you a quick finance update, particularly the sales tax revenue.

Sales Month	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	Increase/Decrease from Prior Year
July	\$ 213,975.87	\$ 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	\$ 902,270.05	-3%
February	\$ 658,948.75	\$ 656,233.88	\$ 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	\$ 7,128,287.81	
Increase from prior yr.		\$ 400,793.20	\$ 757,186.60	\$ 453,361.05	\$ 1,436,238.94		
% Increase from prior yr.		4.6%	8.4%	4.6%	14.0%		

Budgeted Sales Tax Revenue	
\$ 10,725,500.00	FY 21/22 Budgeted
\$ 12,219,921.96	7 month's Annualized
\$ 1,494,421.96	Current Surplus



Board of Commissioners Meeting
4/4/2022

Ms. Radcliffe said we just received information about our January sales, you've got a handout at your desk, and we did fall slightly for the January sales, which is anticipated. She said you know we hit our peak in December with our Christmas sales and if you look at the line graph down at the bottom, we always typically have a correction for the January sales when people typically realize what they spent at Christmas so they're not spending as much so we did take that normal slide and we went down 3%, although the state did go up 4.4%, which was kind of interesting to me. She said I wanted to share that with you but still running a \$1.5 million surplus in sales tax for the year. She said that's really all I have for a finance update for the evening.

Workers Compensation Deductible

Ms. Radcliffe said so I did mention to you at the budget planning retreat that I wanted to explore the possibility of going at least partially insured with our workers comp. She said historically the County has always been fully insured through the Associations risk pool for workmen's comp with a zero deductible. She said when I got looking at the claim's history, and you can see that listed on page 224, I actually reviewed the claims history for the past six years and you can see that our average number of claims per year are seventeen claims, and the six-year average of the claims annually are right at \$49,000 per year. She said when you consider the fact that over the past six years our insurance company has only paid out less than \$49,000 on our behalf in claims per year but we're paying \$325,000 for the insurance then you start asking the

question does it make sense for us any longer to have a zero deductible. She said so there's an opportunity here to increase the deductible to a comfortable amount, a tolerable risk amount and really produce a large savings for the County. She said looking at what an appropriate amount for a deductible would be I reached out to the Association to see what the premium would be on a \$250,000 deductible or retention and also a \$100,000 deductible. She said I also reached out to another company called Gallagher Risk Management, that several other counties in the state use so you can see they're at the bottom of page 224. She said based on the amount of deductible, excuse me, the amount of premium for the \$250,000 deductible, the Association would be charging us \$103,000 for that. She said then if we add in our average number of claims, \$49,000, that gives us an estimated annual cost of right at \$152,000 and a \$250,000 retention. She said if you compare that with what we're paying now, at \$325,000, that produces about a \$168,000 savings annually for the County. She said looking at the \$100,000 deductible with the association, the premium for that would be \$124,000 plus our average annual claims of \$49,000 that gives us an annual cost of the \$100,000 deductible of \$173,000 and that produces an annual savings of almost \$147,000 for the County. She said so my recommendation to the Board is that giving the savings between the two retention amounts that we raise our deductible from \$0.00 to \$100,000 and if we do that, which I recommend we do, we would need to establish a workers comp reserve fund in which we're going to take those savings of \$147,000 each year and redirect those to that workers comp fund and also would like to recommend we put \$600,000 in there as a transfer from the general fund to give us a safety net just in case something were to happen if we do have some claims and we do have to pay out that higher deductible we'd be covered there as well. She said so essentially tonight I'm recommending that, and this would all happen with the new budget as of July 1, recommending that you allow us to move forward with that \$100,000 deductible as of July 1. She said as of July 1 we will establish that workers comp reserve fund and in the budget that we present to you in the next year we will be showing a transfer of \$746,000, which is the \$600,000 safety net and the \$146,000 savings to that reserve fund.

Chairman Waters said the deductible is \$100,000 per occurrence or per incident.

Ms. Radcliffe said yes, it's per incident. She said so I had that same question when we met with the Association. She said my concern was there could be a group of County employees traveling in a vehicle to a conference and there's an incident or an accident and my question was if there's five of us in the vehicle is that \$500,000 or is that \$100,000 and it is per incident so it would be the \$100,000 deductible in a case like that.

Chairman Waters said even though there was five people.

Ms. Radcliffe said that's right, yes sir.

Commissioner Richardson said I understand your reasoning and I'm going to commend you for thinking like this, I think saving money is always a good idea. He said I have a problem with the risk that's involved in this. He said what worries me is if you come up with these deals that affects every employee in the County and with asbestosis that we've had in the past, we've had these volatile things come around and a whole bunch of things out there that could affect every employee in the County, with \$100,000 deductible we've got what, about 400 employees. He said you've got a \$40 million liability for \$100,000 a year in savings. He said I would rather see us do something like negotiate with the Association for a \$20,000 deductible on every employee we would pay that and then let's see what the rate is because when you have a \$0.00 deductible you really have a tremendous insurance policy that's going to step in and take care of anything bad that could possibly happen to you. He said I'd hate to be sitting here with 200 employees at risk for some claim that somebody made a plastic somewhere that going to give everybody cancer and now we've got to pay it. He said of course we're going to sue them to get it but we're still on the hook and first in line.

Ms. Radcliffe said so a couple of things, first of all the \$20,000 deductible, it did not really produce savings for us, not of any magnitude. She said secondly, your point about the like mesothelioma, cases with asbestos and things like that, this is a risk but I believe it's a calculated risk and for your concerns in that area, in speaking with our Risk Manager, and she's here tonight and can speak better to it than I can, we would have to be found guilty that we were negligent in some way as an employer and that we directly caused that to happen to our employees and because we have such a strong safety program in place for five years now and we have all the policies and procedures in place that are set up by OSHA, I'm not saying it's not possible that we'd ever be found negligent for something but in order for us to have to pay out a claim that you're speaking of in those terms or that magnitude, we'd have to be found, like I said, negligent.

Commissioner Richardson said well what I would say to you is if you can conceive of it it's possible for it to happen. He said with my employees and my workmen's compensation I don't want any risk whatsoever for my employees. He said I don't want them looking at me saying you should've protected me better than what you did so my lawyer is going to sue

you and that's the same things that's going to happen with the County on a lot of this stuff. He said I think we need to treat our employees a whole lot better. He said I think they deserve the total protection that the law provides them and that's the good thing about workmen's compensation insurance, for those of you that don't understand it, if you buy the policy and get the zero percent liability on you, you've got total protection on this thing. He said it's very rare that you would be sued personally or outside of this so I'm looking at it from risk and I'm looking at it as an employee benefit, because we spend a lot of time in here discussing employee benefits but mostly we're shoveling money at them. He said we need to shovel some protection at them and I'm not going to support changing it. He said I think the \$150,000 we save is nothing compared to the risk.

Vice-Chairman Langley said initially you touched on what I was going to ask you and since she's here, can you come up. He said my thoughts are you've been involved with the Finance Office about the risks involved here in Beaufort County and it is your suggestion or acknowledgement that what she's about to do is a good thing.

Ms. Jennifer Ore said I agree with her because I actually did it at a prior job.

Vice-Chairman Langley said hold on a minute, please back up and identify yourself.

Ms. Ore said I'm Jennifer Ore, I'm the Risk Manager for the County. She said I've been here since 2016. She said prior to that I worked as a safety specialist for another municipality, and I did that for nine or ten years and at that place we were fully self-insured, so we had, we didn't even have a co-insurance. She said we were totally self-insured and so, in my experience, the plan Ms. Radcliffe has come up with is the best for the amount of money. She said it's a good cost and savings. She said you will see the cost and the savings.

Mr. Alligood said just real quick, and let me clarify, we are not impairing the coverage for employees at all. He said there is no difference in workmen's compensation coverage under this plan or under a zero deductible plan. He said we're just assuming some liability to pay up to a certain amount before the insurance kicks in so there is no impairment to workmen's compensation at all.

Commissioner Rebholz said well, I don't know of any of us here that don't have a deductible on our house or on our car that we take that risk ourselves and we've been through this. He said I fully support this plan.

Commissioner Booth said when you say there's a \$150,000 deductible, \$100,000 deductible, so we as a County, up to \$100,000, if she sues me for saying something out the way to her the County pays up to \$100,000 before insurance comes in.

Ms. Radcliffe said no, that falls under our P&L. She said this is strictly for worker's comp. She said what we're doing here, we're not trying to reinvent the wheel. She said I wish I were that smart, but this is what most counties do. She said the City over there, they have a \$600,000 deductible. She said the City of Greenville, they're 100% insured. She said they don't even have a stop-lose in place that kicks in at any level.

Commissioner Booth said I understand but what they have is not clear in my thoughts or my thinking. He said I just want to be clear and maybe, and I support it if, like you said, it saves us money, but I want to be sure that, I mean \$600,000 in an account reserve, six people could take that up in one time. He said you never know what's going to happen. He said that's the point I'm trying to get to. He said if these six people come in, or ten people, maybe come in they could wipe that out in one time but what you said to us is most of the time we are in the right.

Ms. Ore said the thing is, the way I like to look at it, because I like to, I always say make it basic for me. She said for example, if you have someone hurt and that occurrence is \$49,000, then what we're saying is that money that's in reserve, we would basically pay that \$49,000. She said so you get somebody who has a claim, and normally you're only going to have a death benefit that's going to be more than \$100,000 and you've got a bigger problem then that when you have a death benefit. She said so normally, from the type of jobs that we have here at the County the risks are not that high because for things, we don't have that much silica, we don't have asbestos, all those things that, basically you can't say for sure that they're totally done away with, but you have to have memo's put out that say don't drill into the walls, don't do that. She said that's what the safety program comes in. She said so a lot of these things, you have to identify and say this happened to me at work versus being a general member of the public. She said so you look at it in that sense so you may use \$100 for that occurrence but when you look at the types of claims that we have, they're very minimal. She said the claims that we have, a lot of times too, with worker's compensation you have medical only, you have indemnity, and you

even have first aids. She said a lot of the claims will actually be fist aids, meaning you just got a band-aid and some Tylenol. She said for medical only you just go to whatever the occupational doctor is, they put you out on restrictive duty. She said that's normally \$300 or \$400. She said indemnity is like if you have a surgery or things of that sort. She said that's when it gets big, but you rarely have those.

Commissioner Booth said once we change, and if the wheel runs off we can always go back and lower it down can't we.

Ms. Radcliffe said yes, we can look at this annually and chose what deductible you would like.

Chairman Waters said when you look at the last six years' worth of history, the most we paid out was in 2016/2017, and that was \$151,000. He said the next one was in 2015/2016 and that was \$71,000. He said when you look at the different risk areas it looks like it's in Water and the Sheriff's Office.

Commissioner Rebholz said the water meters have mitigated that.

Commissioner Booth said this would start in July.

Ms. Radcliffe said yes sir.

Motion: Vice-Chairman Langley motioned to approve. Commissioner Walker seconded.

Yes Vote

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

No Vote

Commissioner Deatherage
Commissioner Richardson

See Addendum 5

Modification of EMS Rescue Tax District ER to Include Town of Bath

Mr. Brian Alligood said as you will recall we provide EMS services across the County using special tax districts, special EMS tax districts. He said you are not, as a County, to put in a special use tax district in a municipal area without the municipality agreeing to it. He said so in this, as you will recall, it was three or four years ago the Town of Pantego was paying us the equivalent of \$0.05 through their general fund to receive EMS services in their jurisdiction. He said the Town of Bath was doing the same thing. He said we changed Pantego because they asked us to. He said where the Town of Bath has asked us to do the same thing. He said you'll see the resolution from the Town Council of Bath. He said it's asking us to take the \$0.05 that they are currently paying and incorporate their area in the service district so that we would then bill for that on their tax bill and the Town of Bath would either do away with their \$0.05 or whatever they chose to do but that's totally up to them. He said we have a timeline for you. He said as you recall, last time we did this it's a very structured process, we have to hit our time marks on it, we have to put a public notice out, we have to send a mailer to ever person who owns property in that jurisdiction. He said so we've got our timelines laid out. He said you'll see the new maps and then you'll see the timeline page. He said but they've asked us to do that, we've done it before for other municipalities so we would recommend your approval to move forward on this.

Chairman Waters said if I remember correctly I think you and I made a presentation to both of the town councils the same night and Bath chose not to at the time, whereas Pantego did made the switch.

Mr. Alligood said we did Mr. Chairman, we talked to both of them because both of them asked us to explain it to them and we did and essentially, I think Bath looked at it a little too long because obviously the timeframe in which we have to move on this, we can't get to close to the July 1 start date because we have to hit all of our time marks because it has to be out four weeks ahead of time. He said so last year they said can we do it and we said you're too late. He said we would make that recommendation to move forward.

Motion: Vice-Chairman Langley motioned to approve moving forward. Commissioner Walker seconded. The vote was unanimous.

See Addendum 6

Request for Special Minimum Rate for Deputy Sheriff Job Classification

Mr. Alligood said as you'll see on page 230, article 4, section 6 of the Beaufort County Personnel Policy hiring rate starting salary lists "that 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." He said so the Sheriff's Office came and said we're experiencing significant issues with recruiting and maintaining employees. He said they ask that the Board consider the special minimum rate of \$40,000. He said you'll see that in looking at that on page 213 they've given you comparisons of the neighboring counties that are drawing employees away from us. He said you'll also see the current deputies that are below this. He said they have a really good rubric in which they look at new hires, they look at them based on educational incentives and then 1% of base pay based on five years of experience. He said they've got a set rubric in which they say if you've got this much experience we don't necessarily bring you in at minimum, we give 1% for every five years and then based upon their education, which this Board approved years ago before I got here. He said so part of this is the consideration of going to a special minimum for newly hired deputies. He said you've done this before, you did it for Environmental Health umpteen years ago, I wasn't here then, during that time, but it's my understanding you did that. He said then this would adjust those current deputies based on where they need to be because if you don't adjust them like you've noted in the personnel policy then you've got compression again. He said you've moved to \$40,000 but they've been here for however many years, and you bring a new person in, and you've compressed them up against them. He said so these are the six folks and they're qualifications and the adjustment based on their qualifications. He said the fiscal impact is \$8,959 for the existing ones in the class and \$851 for each new one that's hired at \$40,000. He said Chief Deputy Rose is here to answer any questions you might have about the comparisons or any questions you have about their rubric that they use when hiring people. He said but based on the personnel policy that's there you have the ability to do that. He said we have to bring you that recommendation and we're bringing you that recommendation tonight.

Commissioner Booth said you say we have six people that don't meet this \$40,000 qualification.

Mr. Alligood said if you initiate the \$40,000 new special hiring rate then these would be below, you see they're current salaries, they'd be below \$40,000. He said so you want to adjust them up based upon, so they don't get compressed. You don't want to take the \$40,000, you want to take them a little bit above.

Commissioner Booth said so this probably would start in July, am I correct.

Mr. Alligood said this would start immediately.

Commissioner Booth said let me ask one other question I need to ask. He said if we hire a new person at \$40,000, after he gets a certain, after he goes through the probationary period he gets another raise, is that correct.

Chief Deputy Rose said no sir.

Commissioner Booth said you all don't do that.

Chief Deputy Rose said the things that makes it different for us than other agencies is the vast majority of people we hire is a little bit of the minimum requirements. He said the Sheriff can actually hire somebody off the streets and then we have a year to put them through BLET but that's a lot of time and effort. He said the attrition through BLET, a lot of time if you hire someone to do it, you only actually get one employee, so we hire people who are already BLET certified, and we actually start them out paying them a little more than the minimum because of that certification.

Commissioner Booth said Lenoir County did this last week.

Chief Deputy Rose said correct.

Commissioner Booth said what is their minimum salary.

Chief Deputy Rose said I know Lenoir County has gone up recently and I know Kinston municipality has gone up recently and their numbers are right around \$40,000 to \$42,000.

Commissioner Booth said what's Pitt County's minimum.

Chief Deputy Rose said Pitt County's minimum, I believe it's listed up there, is right at \$42,000. He said now I would love for us to say \$42,000 for us but \$42,000 puts us so close to the first promotion. He said if you get promoted to Sergeant you're making \$45,000 so I wouldn't want to hire somebody at \$42,000 and then promote them and be like congratulations, you've got tons more responsibility, but I can't give you more money.

Commissioner Booth said that's what I was getting at, but I don't have a problem with what you're doing but the thing about it is I'm taking you at your word that the data, most of the time when anybody is hired and gets off probation they get a little bump. He said what I was trying to get to is the six that you were bringing up to the minimum and the ones that just come on, if we give them a bump then that six deserve the same bump as the ones that we're hiring but since you're going to give nobody bumps unless they get promoted or something.

Chief Deputy Rose said that's part of what our issue is that there's really not a mechanism even in the County for in-grade pay adjustments. He said there's just not.

Commissioner Booth said I was thinking that you were doing it but if you say you're not then I'm fine with it.

Chief Deputy Rose said in years past we were able to do stuff like that but probably about two years ago that pretty much put a stop to that. He said if I could do it now I wouldn't be here right now. He said I would've already fixed it before we got to that point.

Commissioner Booth said I just wanted to hear you say that, that we don't do it, but I don't have a problem with what you're asking.

Chairman Waters said this would affect the six vacant positions that you're showing.

Chief Deputy Rose said no, they're not vacant. He said the positions that you're seeing have people in them.

Chairman Waters said so the new hires.

Chief Deputy Rose said yes. He said really, basically we have the vehicle to hire people at a higher rate without having to come before the Commissioners, there's policy for us to do that. He said where the request that we're making is that out of all fairness to the six who are already here and already doing the job, I put myself in their position, if we start hiring people, if I've been here for years and I'm doing my job and then you hire somebody and they're actually making more than me on day one I would probably find that very unfair so I'm just trying to do what's fair for the six people that we already have that are doing their job. He said that's just what we need to do if we're going to hire people at \$40,000.

Mr. Alligood said the personnel policy speaks directly to that equality so there's not compression.

Vice-Chairman Langley said one of the major things that you do when you do get a pay increase is for education.

Chief Deputy Rose said yes.

Commissioner Richardson said but there's no, we've got this, help me with this, I don't even know the nomenclature. He said you've got this job classification, say it's 51. He said within that classification are there not steps. He said there's a maximum and a minimum for that classification.

Mr. Alligood said there's a hiring grade, there's a mid-grade and there's a maximum. He said if you're thinking about steps that's kind of like the state plan where every 2.5% or 5% there's a step up and you go through the grade. He said we don't have that so based on the personnel policy and depending upon the persons qualifications, history and experience in the same field the Sheriff's Office can bring someone in based on their rubric that they have up to the mid-point. He said if they bring someone in at mid-point and above, or above mid-point it has to come before the Board for approval. He said I can't approve above mid-point. He said so they can bring it to me, and Chief Deputy Rose can say based on this rubric this person has this much experience, they have this much education, we want to hire them at 15% above hiring rate and they

say this is why and we say okay, but we can't go above mid-point without coming to the Board. He said we don't have steps.

Chief Deputy Rose said if I could add to that, right now, with the way things are, if I hire somebody, unless they get promoted or reassigned the only way they're getting an additional pay increase is through a COLA. He said there's no mechanism in place for a merit-based incentives. He said he did put something in place for longevity that is, I guess specifically just put in place last year that was a little bit retroactive but the folks we're seeing aren't going to see that for, I guess, four or five years. He said that's really the only mechanisms that are in place now. He said I can't see, or I can't really do anything at a department level or at a division level without getting approval from the Board for any individual pay increase for any employee. He said there's not a mechanic in place through the personnel manual.

Ms. Radcliffe said if I could just say, that's when we speak about the three legs of the stool and we have the longevity piece, which we have in place now. She said we have the market piece, which the COLA covers and what Chief Deputy Rose is referring to, which is the merit piece, which we don't have.

Commissioner Booth said and never will.

Mr. Alligood said you may not necessarily look at a merit piece, you may look at a step so a timing grade. He said I'm not sure I'm a fan of step simply because, I've been here and you've got to pay me this, I could be the sorriest employee, or I could be doing just enough to get by and not get fired. He said the state will put you in steps where you get, and you get, and I understand you are not a merit guy and that's where you and I differ.

Commissioner Booth said I could be the sorriest employee you ever had but I play golf with you, and I'll get it. He said not you, I'm saying it as a joke but that's how that happens.

Mr. Alligood said in all fairness, there are some challenges with merit, and I will agree to that, absolutely. He said it has to be done correctly, there has to be good oversight on it, and it has to be really clear metrics when you're looking at it. He said but you can, just like any other program there are opportunities to do wrong if it's not looked after and maintained and done right. He said I will agree with you, and I understand Commissioner Booth you've had some bad experiences with the state of North Carolina. He said I used to work for the state of North Carolina too and I understand exactly what you're saying.

Commissioner Booth said I'm like my good friend Vice-Chairman Langley here and some juice just ain't worth the squeeze and I don't care how human we are, we've got buddies. He said I don't hire the County employees, but I'll tell you right now if I had my way I'd give them more money. He said is that right, no, but we're human and there's no way, no way under God's earth you can make merit pay fair because we are human.

Mr. Alligood said so what I would challenge you on is I think the Board understands the challenge that we have in keeping employees and helping them progress through the pay range as they stay here. He said we do try to keep; the Board does try to keep up with COLA. He said ever since I came to work here you guys have always issued a COLA based on CPI is. He said I tell you; we're going to have an interesting conversation based on what CPI is this year because CPI is 8.5% right now. He said I think we're going to recommend to you a 5% but we can have a discussion about that later but that's a huge number for us and we need to know ahead of time how we can work that but there's got to be a mechanism to be able to award an employee for good performance and move them up in the range instead of just saying we're going to give you a COLA because a COLA affects everybody. He said it just ups, everybody steps up with that. He said the longevity just simply says you've been here long enough, you get this. He said remember we talked about it, like Ms. Radcliffe said, the three-legged stool. He said if you want a solid pay and classification plan and you want to reward good performance, I know you don't want to do that, I know you don't like merit but there's, you've got to figure out something or you're going to have high performers who are getting paid the exact same thing of people who are just getting by and what that does is that encourages the just getting by. He said I can't fire you if you come to work every day and do what you're told and I can't give you a raise if you're the most stellar outstanding employee that we have and eventually what happens is that outstanding stellar employee says why am I doing that, I'm going to get the same pay as that person is so I'm just going to sit back and relax like they are. He said it's a challenge.

Commissioner Richardson said but any employee that comes to work for Beaufort County planning on a career in county government, they can move around within the system by bidding for other jobs that pay more, and they can change classifications. He said you can have a deputy classification I and a deputy classification II, for that matter, for stellar

performance. He said you've got to be able to move, you've got to be able to give employees who are stellar employees a better opportunity than those who are not.

Chief Deputy Rose said I actually appreciate that you're saying that. He said that's actually something we've been trying to put together for years, it just hasn't made it through the budget process. He said we've eliminated the corporal position at our office because of trying to make things fair over all to the entire pay plan from the Sheriff down to the Deputy Level. He said to your point, and you know, this is just part of sort of a vision, if you have someone that comes into law enforcement they come in for a specific reason. He said you don't have anybody that sort of backs their way into law enforcement because there's too many obstacles that you have to go through to get there. He said but then you have people who are in their early twenties, and they come in and they are full of fire, and they want to go. He said what happens when these guys get to be 25, 26, 27. He said they get married, they start to have children and then the idea of the whole point of I'm doing it because I love it and don't need to get paid goes away because they've got to pay utility bills and buy bats and gloves and things like that. He said so you see people who would love to stay at a Deputy I or a Deputy II but feel that they need to promote and promote so they can make more money, even if it puts them in positions that they either don't want to be in or maybe even shouldn't be in.

Commissioner Richardson said there's no question in my mind, and I've said this over and over again, that deputy that's been here for ten years and now knows half the County and where the problems are is worth a lot more money than that deputy who's been here a year or two and is just learning to get around.

Chief Deputy Rose said but you don't get there if you don't pay them. He said you've got to pay them to stay there otherwise you'll have Sheriff's in Pitt County and Craven County that will suck up that experience and knowledge that we've put into them and pay them an extra \$3,000 or \$4,000 and after that point we are forced, good things and bad things, we are forced to that 0 to 5 years and right now if you look at our agency right now we're at the point of eight to sixteen years. He said I don't ever remember being at that point, but you see salty knowledgeable deputies everywhere you look, and we need to do whatever we can to keep those deputies.

Commissioner Richardson said I agree with you, and I really have a problem with this. He said I'm not going to vote for this because I think it's the wrong way to solve the problem.

Chief Deputy Rose said sure.

Commissioner Richardson said I'd rather go back with some kind of a step system or a system if you've been here for three years and you have been superlative we can move you up into another deputy classification in order to reward you for that. He said I know that we're giving pay for the years of service but that really doesn't do it for me. He said but I know myself, and I've worked in industry too, and you just have people who don't want to be promoted. He said they like their job, they want to stay right where they are, they don't want any more responsibility and these are the people, usually, that you can depend on that are very well settled in their job. He said they're not flighty, they're not supervisory problems.

Commissioner Rebholz said I think this whole discussion though is not about creating a new pay plan for the Sheriff's Office. He said it's about setting a minimum standard pay for new hires and correcting situations that would cause with these six deputies.

Chief Deputy Rose said correct. He said this is a band-aid to fix the problem now.

Commissioner Rebholz said let's hold those discussions for another day. He said I'm in full support of this. He said you've got to have a new pay plan that you can advertise that is competitive in the marketplace. He said I've looked at 18 different agencies in North Carolina where their starting salaries were available. He said of the 18 of them 16 of them were \$40,000 or above. He said so I'm totally in favor of it. He said we can't keep going for less.

Motion: Vice-Chairman Langley motioned to approve the special minimum hiring rate of \$40,000 for the Deputy Sheriff job classification and adjust current deputy's sheriff positions to maintain salary equity. Commissioner Rebholz seconded.

Yes Vote

Chairman Waters
Vice-Chairman Langley
Commissioner Booth

No Vote

Commissioner Deatherage
Commissioner Richardson

Commissioner Rebholz
Commissioner Walker

See Addendum 7

Public Beach and Coastal Waterfront Access Grant

Mr. Alligood said you'll see this is an invitation letter from DEQ from the Public Beach and Coastal Waterfront Access cycle, which is 22/23. He said this would be an opportunity for us to go out after this additional grant opportunity to finish out Wrights Creek. He said I know people have opinions about Wrights Creek, some people have different opinions about Wrights Creek but it's a phased approach. He said that third and final phase of Wrights Creek, we could actually go after with this grant cycle. He said it's in the 20-county coastal area and it only requires a 25% match grant as compared to a PARTF grant, which is 50% match. He said the COG has agreed to write the letter for us, the initial letter at no cost. He said we'd still have to come back to you if we get approved, to move forward with it but it's a great opportunity to finish that project out with less match money if you wanted to do it.

Commissioner Rebholz said quick question, the reference in-kind contributions and when you go through that it looks like there's probably some opportunity there that could take up our 25%.

Mr. Alligood said there can be part of it.

Commissioner Booth said you can go down there and cut the grass.

Chairman Waters said I think you'd have to go down there with a shovel or a backhoe or what they call a bush-ax.

Motion: Commissioner Booth motioned to approve moving forward with pursuing the grant. Commissioner Walker seconded.

Yes Vote

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

No Vote

Commissioner Deatherage
Commissioner Richardson

See Addendum 8

Sheriff Office Staffing

Commissioner Richardson said right now there's 16, which sort of goes to what we were just talking about. He said I think that's all we need to say. He said is the Sheriff still looking for employees.

Chief Deputy Rose said if I may, there's one short in each of those so we've hired one sworn position, one detention officer and one telecommunicator since the time of this report on March 1 so we're down to 13. He said we do have some pending. He said I will say with the applications that we get, especially for deputies, we may get 20 applications and through that first screen we may not have any in that batch of 20 that can move on to the next level so we are getting nibbles, we are getting bites for applications and if we can move them along we can't but we're working to it.

Ankle Bracelet Program and Criminal/Civil Contact Report

Commissioner Richardson said there's only four people on ankle bracelets. He said one with a sex offense, murder, a drug offense, and felony desecration of a grave, \$1,500 secured bond. He said I'm still puzzled that we can't have more people on ankle bracelets, and I realize the problems that go with it but I still think we need to do some innovative things so we can get some people on it. He said having to stay at home with your wife or your mother is definitely punishment if you're on ankle bracelet and you can't go anywhere.

Combating the Drug Epidemic

Commissioner Richardson said I was hoping we could spend some time on the drug epidemic. He said what I would like to do is for us to start an initiative. He said this country is eat up with drugs. He said I talk to people all the time that can't hire people because they can't pass the drug test. He said they can't pass the CDL because they can't get a drug test. He said you look at the people who are in the labor pool and it's really, you really feel sorry for a lot of people who have ruined their lives with drugs. He said I've talked to a couple of superior court judges about their opinion about what should be done or could be done to put a stop to drugs and I'm not one of these people who say we've lost the drug war and we're going to have to give up and go away because drugs only get worse. He said the people that I've seen who have come close to overdosing and some of them don't even know they've overdosed are pitiful people. He said we as a society, as a Christian society owe them a lot more than this. He said the opinion that I've had from the people who are on the enforcement end, that is the law, the judicial end thinks that the drug laws that we have are too lax, too easy and it's too easy to get away with it and that if we made the penalty for dealing drugs high enough it would not be worth, the crime would not make it worth dealing drugs. He said now we may have to build another prison in North Carolina in order to do this. He said the counties in the world, if you look at some of the Indonesian countries and you look at China, and we all know something about the opium trade in China where the British were selling the Chinese opium and they were hauling a lot of money back to England and all that. He said when these countries that have been eat up with this sinful criminal activity, when they finally got ahold of it they made the penalty for dealing drugs and even possessing drugs so high that it is not worth it. He said they cleaned up their situation. He said that is the only way we're going to clean up the drug situation here in the United States and my whole purpose in this is to start a discussion that maybe we come back at our next meeting and that we need to be talking to our legislatures that we need to be taking a whole new look at the drug laws in the State of North Carolina. He said I will say this, and I know people take exception but it's becoming more and more true from what all the experts say about this, the biggest lie out there is that smoking marijuana helps your health. He said that is the biggest single lie that there is. He said the stuff is addictive and you can ruin your mind and we know that the suicide rate is higher for people who are smoking marijuana than from anybody else so let's take a look at what we can do to clean our County up by getting the State of North Carolina to make these laws more restrictive and appropriate the money for another prison to hold nothing but these people.

Ethics Policy on County Employees Serving on Boards and Committees

Commissioner Richardson said well I said I would have something at this meeting on that, but I really don't have anything for it. He said but my position is the same that it has been, if you are a County employee you shouldn't be serving on any oversight board or commissions that affect your job. He said you can certainly attend the meetings that the board or commissions need you, your expertise, your information and your knowledge but you shouldn't be voting on your own department and your own job. He said we shouldn't be doing that kind of thing and I'll probably bring that back on the agenda next month.

Support Lawsuits Against Illegal Immigrants

Commissioner Richardson said I don't know, I guess I put this on here. He said I don't remember exactly, I thought Commissioner Deatherage had this more than me so I'm going to defer to Commissioner Deatherage when we come to this.

Commissioner Deatherage said are you talking about the amicus curiae.

Commissioner Richardson said I think the amicus brief is in here and I want to keep thinking on that. He said I haven't had time to work on it, that's the only reason nothing has happened on it.

Discussion on County Employee Drug Testing

Commissioner Richardson said I think I got an email on this that, today or maybe yesterday, that we do sixteen employees every quarter.

Mr. Alligood said it's in your agenda.

Commissioner Richardson said that they are selected randomly and then we test those. He said how many positive hits have we had.

Mr. Alligood said I don't think we've had any. He said it's for safety sensitive positions. He said you can only test safety sensitive positions.

Commissioner Richardson said what if you suspect they're using drugs.

Mr. Alligood said if you have reasonable suspicion you can but it's a higher bar.

Commissioner Richardson said how many reasonable suspicions have you had.

Mr. Alligood said I'm not aware of any reasonable suspicions.

Commissioner Booth said what you said about you can't, about the drug policy.

Mr. Alligood said the United State Supreme Court ruled that if you're a government employee you can't make everybody be screened as a government employee. He said as a private business employer you can screen everybody but for government employers you can only screen safety sensitive positions so a person who is not deemed safety sensitive, a receptionist, an admin person, you can't just randomly drug screen them. He said the law does not allow you to do that.

Discussion on Response to Emergency Powers

Commissioner Deatherage said the first one I think I'm going to deal with is going to talk about our governor who still has emergency powers in order to decide how Covid is handled in North Carolina. He said I'm going to give you a rationale about what is happening across the nation. He said out of 50 states 28 of the states have allowed their emergency powers to expire. He said there are, excuse me 29 states have allowed them to expire. He said 21 states are keeping their emergency powers in force. He said 7 of the states are republican governors and 14 of them are republican democrats so it's across the field both ways. He said that doesn't make it right.

Vice-Chairman Langley said you said republican democrats.

Commissioner Deatherage said I'm sorry, I was misinterpreted there, maybe I did slur it a little bit, I don't know but seven states have predominantly republican governors and then 14 states have the democrat governors. He said it's a political issue, I don't know if it's a bipartisan wrong. He said four of the states are border states. He said all are keeping their emergency power in place for reasons unbeknownst to me, it could be that they're border states. He said two of those states are democrat states, two are republican states. He said North Carolina is becoming a border state, and we're going to get to that next, but I don't think this is what our governor is concerned with. He said let me explain something to the public and to the Board, there is no way this governor is going to lose this emergency power unless the election coming up goes one of two ways or both. He said the supreme court, there's a full slate of people seeking new seats, if it becomes a republican majority on the supreme court there's a chance on that, they could take action or action would be brought to them because the supreme court now is not a favorable court. He said that action could happen. He said I'm not so sure what would eventually be the outcome. He said the other way this could go down would be for the general assembly to have a super majority of republicans be elected. He said either way something's got to happen, somethings got to give. He said we cannot have a governor with emergency powers. He said these powers were put in place through our constitution for disasters. He said Covid is not a disaster. He said it has become a political tool and is being used to acquire money. He said so far in the last year about \$4 trillion and we now see the result in inflation, gas prices going up, people being paid not to work. He said nothing is working in this nation well, economically. He said it's going to continue down that path as long as we continue having too much government money out there chasing too few goods, hence inflation so things have got to change. He said I'm saying we've got to allow more of the elected folks in this state have more of an opinion. He said if the governor is going to have emergency powers he should have them for more of a specified time. He said the oversight should be drawn from the general assembly and I think that is going to happen, that needs to happen. He said our Representative Kidwell has taken a strong position on this issue. He said of course it failed, they got the amount of republicans that voted in order stop the emergency powers and limit the time he can use those emergency powers but of course the governor vetoed it and there was not super majority to override the veto so that's an issue and it's something we need to broach again. He said if you remember back, a good many businesses in Beaufort County were closed. He said

some of these businesses were considered non-essential while other big box businesses we're allowed to remain open. He said for whatever reason they were considered essential even though the ownership of those businesses were from states far away. He said then we all remembered our schools were closed close to a year. He said fortunately we weren't closed as long as in some other areas, but I've talked to some people high up in education here in Beaufort County and they say for some students there's about three years that they've lost in terms of their education and we're going to be re-educating the students at a greater expense. He said this idea that you're going to get them through in 13 or 14 years, counting kindergarten and pre-kindergarten, that's not going to happen for a few more years. He said so just understand this is a tremendous cost and we need to approach this, if for no other reason than to support whoever our representatives are in the general assembly to do what is write and override any veto of this governor.

Update on Relocation of Illegal Immigrant Information

Commissioner Deatherage said I'm going to move quickly on what's happening down on the border. He said the Biden/Harris southern border and resettlement project is going great guns right now. He said it appears that 200,000 people have been coming in for on average per month and they have been expelling about 95,000 on average so we have a net of about 1 million folks in this last year that are remaining in this country illegally. He said it's just come to my attention and probably to the attention of this Board and a lot of people in this audience that Title 42, which is a part of our bureaucracy that allows border patrol to send these people back because of Covid is going to go away and that has been announced that Title 42 will no longer be enforced and that folks will be coming possibly to this country in greater numbers because there is a greater potential for them to be here and do well, at our expense once again. He said so this is going to be an issue for us. He said we all understand that. He said that's why I've made the point that Beaufort County is a border county. He said it is going to be a greater border county in the future and I'm going to ask our administration what has been done so far because I'll be bringing this up month after month until we get somewhere.

Commissioner Booth said tell me, I mean before I ask the question I would like some clarification. He said how is Beaufort County a border county besides bordering Pitt County, Hyde County, Washington County. He said explain that to me.

Commissioner Deatherage said because last year we had 1 million new illegals coming across the southern border and we also have drugs coming into this county from down, coming across the southern border. He said mostly fentanyl, marijuana, other drugs. He said that number of 1 million is probably going to increase this next year. He said what I am also hearing is that with the greater numbers that are anticipated coming across the southern border because of Title 42 being done away with that a lot of our border patrol agents will no longer be apprehending. He said they will be doing paperwork and babysitting all these people that are coming across so the numbers I'm hearing are going to be more like about 300,000 a month, maybe even 400,000 a month and no expulsions. He said possibly no expulsions so we could have as many as 4 million new illegals coming into our country just across the southern border alone. He said it's going to get worse and worse so my idea is we have to be proactive and find out now to find out what's happening so we can advocate for this stopping, at least as far as Beaufort County is concerned.

Commissioner Booth said it's a long way to come from Mexico.

Commissioner Deatherage said it is but they're moving them up here by bus, by airplane, the NGO's in these four border states are involved tremendously. He said the government hands them off to the NGO's and then their hands are washed of the situation, and they make their way up here. He said there's no oversight by the Department of Homeland Security of the NGO's. He said Mr. Chairman we haven't heard from the administration yet. He said I have an open question to them before Commissioner Booth asked me a question.

Mr. Alligood said in response to that I've not received any reports, nor am I aware of any reports of illegal aliens being dropped off in Beaufort County.

Commissioner Deatherage said have you found folks that can give you that data, that information on a regular basis.

Mr. Alligood said the only folks that I have would be the Sheriff's Office if they arrested someone or someone were to report that. He said the conversation that we had with the folks from the states are the folks that are immigrants that are legal folks, that are refugee programs.

Commissioner Rebholz said I think you answered your own question, that the NGO's take over and nobody knows what happens.

Commissioner Richardson said but there's a way to get the answer in Beaufort County. He said what you do, what we would like to have, and this is a request for the next meeting, is we would like to have Social Services tell us how many undocumented children they have given benefits to during the last 30, 60, 90 days because that's where this thing goes. He said it goes into the local social services department and it's done through the attachment to children.

Commissioner Deatherage said Commissioner Richardson that is novel, and I'll tell you why, you're talking last 90 days, maybe go back 6 months and then we can kind of get a data set of how much of an increase because a lot of what I'm hearing from social services people is it begins in the WIC program.

Commissioner Richardson said the WIC program and children's benefits, both. He said I think the WIC program is administered through the Health Department, maybe social services but I think there's a connection there. He said I think we need to ask for both of these and I'm making that as a motion.

Motion: Commissioner Richardson motioned to collect data from DSS and the Health Department on any undocumented children receiving services such as WIC. Commissioner Deatherage seconded.

Yes Vote

Commissioner Deatherage
Commissioner Richardson
Commissioner Walker

No Vote

Chairman Waters
Vice-Chairman Langley
Commissioner Booth
Commissioner Rebholz

Commissioner Richardson said I'm going to put it on the agenda, and we can still make the request as a citizen.

Chairman Waters said yeah, that's fine. He said I'll try one more time, I wish all of my North Carolina Tar Heel fans much success tonight.

Commissioner Comments

Commissioner Richardson said I want my two minutes by the way.

Chairman Waters said I thought you'd already had your two minutes.

Commissioner Richardson said I've had more than two minutes, but I want my two minutes at the end of this. He said there were two important things that came up on the consent agenda that flew right through, and nobody bothered to pull them off and one of those was the Health Departments Consolidated Agreement with the State of North Carolina and I suspect that most of these Commissioners don't know how that works. He said it's basically during the early part of the fiscal year the Health Department goes and makes a deal with the State for benefits and new programs and all these sorts of things, and it gets rolled into the budget and it comes back as something you have to do because the State of North Carolina tells you that. He said at least that's what I was told for many years until I finally dug into what is really going on. He said this is really an important event and it shows that most of our Commissioners don't know what's going on and are clueless because that thing should've been pulled out and discussed in great detail and I just sat here and let you show yourself up.

Commissioner Rebholz said you had every chance to do that.

Commissioner Richardson said I pulled it up for many years, but you are the people who are supposed to know enough about what you're doing, and I bet there's not a single one of you who can tell me what that consolidated agreement is about other than what I just told you.

Mr. Alligood said Commissioner Richardson, if I could, Mr. Madson was not able to be here tonight, but he did leave me a message that says, "if the Commissioners do ask about the consolidated agreement", which he anticipated someone would he said "If they do ask about the consolidated agreement please brief them for me. The consolidated agreement is an agreement between the state and the Public Health Department to basic public health. It is principally a business agreement that allows us to draw money down from the state. Specific programs are not a part of the consolidated agreement. Those

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comes with addendum agreements, or AA's and the funding is attached to the AA's". He said so that was Mr. Madson's response.

Commissioner Richardson said well Madson knows better than I do because he's the Health Director but that's the agreement that has allowed the Health Department to expand over the last 10 or 15 years. He said that's what they use to add employees and this and that so it's not quite as nice and holy as he's representing it being because I fussed about it for years. He said go back into the minutes and you'll see for years and years I was told you have no choice but to approve this agreement and every time somebody tells me that I get very suspicious and that's where I found out what was really going on with this. He said it's a sham game that is pulled and Commissioners are dumb enough to let them get away with it, they always get away with it. He said one more thing, there was a \$79,000 MUNIS module.

Chairman Waters banged his gavel.

Commissioner Richardson said sir, you are abusive, you are abusive. He said you could extend the courtesy to another commissioner.

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

Adjourned at 7:58 PM

Respectfully submitted to you by:

Kathleen Mosher
Clerk to the Board of County Commissioners

ADDENDUM 1

Items for Consent

1. Surplus, Health Department
2. Health Dept FY 23 Consolidated Agreement
3. Surplus, DSS
4. Budget Amendment, DSS
5. Tax Office Refunds
6. Surplus, Public Works
7. Solid Waste Convenience Site Improvements CPF
8. NCHFA 2019 ESFRLP Grant
9. Munis HR Resources Management Module Purchase Order
10. Minutes Approval

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 NCDCFW, 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/ldas/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
(when locally required) Date

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.

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



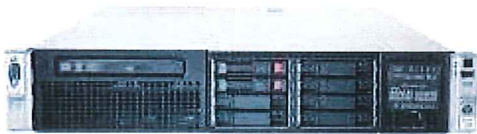
Keyboards assorted USB Keyboards (25) – end of useful life



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
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. _____	

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 #005079773-2021-2021-0000-00	Vehicle Sold	03/18/2022	G01	Tax	(\$301.13)	\$0.00	(\$301.13)
							C01	Vehicle Fee	(\$5.00)	\$0.00	(\$255.35)
										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 #006423484-2021-2021-0000-00	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 #0061622384-2021-2021-0000-00	Vehicle Sold	03/01/2022	G01 C01 C01	Tax Tax Vehicle Fee	(\$128.13) (\$108.65) \$0.00	\$0.00 \$0.00 \$0.00	Refund \$236.78	(\$128.13) (\$108.65) \$0.00
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 F60 E12	Tax Tax Tax	(\$201.43) (\$13.86) (\$16.11)	\$0.00 \$0.00 \$0.00	Refund \$231.40	(\$201.43) (\$13.86) (\$16.11)
TAFT, TAMESHA NICOLE	TAFT, TAMESHA NICOLE		Proration	Refund Generated due to proration on Bill #0061101366-2020-2020-0000-00	Vehicle Totalled	03/04/2022	G01 C01 C01	Tax Tax Vehicle Fee	(\$65.02) (\$54.27) \$0.00	\$0.00 \$0.00 \$0.00	Refund \$119.29	(\$65.02) (\$54.27) \$0.00
TIDELAND EMC	TIDELAND EMC		Adjustment >= \$100	Refund Generated due to adjustment on Bill #0059171052-2021-2021-0000-00	Exempt Property	03/03/2022	G01 C04 RES08	Tax Tax Tax	(\$305.65) (\$78.25) (\$24.45)	\$0.00 \$0.00 \$0.00	Refund \$408.35	(\$305.65) (\$78.25) (\$24.45)
TIDELAND EMC	TIDELAND EMC		Adjustment >= \$100	Refund Generated due to adjustment on Bill #0059171222-2021-2021-0000-00	Exempt Property	03/03/2022	G01 C04 RES08	Tax Tax Tax	(\$305.65) (\$78.25) (\$24.45)	\$0.00 \$0.00 \$0.00	Refund \$408.35	(\$305.65) (\$78.25) (\$24.45)
										Refund Total	\$408.35	\$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	
CILLUFFO, JENNETTE SWANNER		Proration	Refund Generated due to proration on Bill #0063069809-2021-2021-0000-00	Vehicle Sold	02/28/2022	G01	Tax	(\$107.23)	Refund	\$103.87	
						F63	Tax	(\$7.03)	(\$5.36)	(\$112.59)	
						E05	Tax	(\$6.00)	(\$0.30)	(\$7.38)	
GERARD, SANDRA WOOLARD		Proration	Refund Generated due to proration on Bill #0064562969-2021-2021-0000-00	Vehicle Sold	02/25/2022	G01	Tax	(\$179.56)	Refund	\$126.27	
						F60	Tax	(\$12.36)	\$0.00	(\$179.56)	
						E12	Tax	(\$14.36)	\$0.00	(\$12.36)	
KAMMAN, RICHARD FRANCIS	WEGNER, SANDRA STRICKLAND	Proration	Refund Generated due to proration on Bill #0063097354-2021-2021-0000-00	Vehicle Sold	02/01/2022	G01	Tax	(\$283.99)	Refund	\$206.28	
						F63	Tax	(\$18.63)	\$0.00	(\$283.99)	
						E05	Tax	(\$15.90)	\$0.00	(\$18.63)	
										Refund Total	\$318.52
										Refund Total	\$754.94

	<u>877098</u>	<u>580067</u>	#####	C9BEATB	N/A	30155	IND	\$113.4 5	\$113.4 5
SCHERER, JEFFREY N 106 DELANO DRIVE WASHINGTON, NC 27889									
	<u>877094</u>	<u>580067</u>	#####	C9BEATB PIN# 5095719049011	0000001096-2021-2021- 0000-00		REI	\$189.1 1	\$189.1 1
GREEN, LINDELL 328 MAGNOLIA SCH ROAD WASHINGTON BEAUFORT NC 27889									
	<u>877084</u>	<u>580067</u>	#####	C9BEATB	N/A	0009523340-2021-2021- 0000-00	IND	\$159.4 6	\$159.4 6
ANDUJAR, ALISHA 17 MONTCLAIR DR WASHINGTON NC 27889									
	<u>877015</u>	<u>580067</u>	#####	C9BEATB	N/A	0009545318-2021-2021- 0000-00	IND	\$108.0 3	\$108.0 3
BULLOCK, RUDY RAY 1227 N GRIMESLAND BRIDGE RD WASHINGTON NC 27889-8920									
	<u>876964</u>	<u>580042</u>	#####	C9BEATB PIN# 6616101491	0000032356-2021-2021- 0000-01		REI	\$734.4 0	\$186.3 5
ELKS, WILLIAM BRANDON 1816 MILL RD CHOCOWINITY BEAUFORT NC 27817									
	<u>876964</u>	<u>580042</u>	#####	C9BEATB PIN# 6678727200	0000029074-2021-2021- 0000-00		REI	\$734.4 0	\$158.7 0
BARTLE, PAUL 6179 CHRISTIAN SCHOOL ROAD PANTEGO BEAUFORT NC 27860									
	<u>876964</u>	<u>580042</u>	#####	C9BEATB	N/A	0009539550-2021-2021- 0000-00	IND	\$734.4 0	\$174.3 4
BULLOCK, CHAD DOUGLAS 5604 NC 33 W TARBORO NC 27886									
	<u>876837</u>	<u>580009</u>	#####	C9BEATB PIN# 66646211313	0000037015-2021-2021- 0000-00		REI	### #	\$104.2 5
STYONS, MICHAEL 1742 BOYD LOOP ROAD PINETOWN BEAUFORT NC 27865									
	<u>876837</u>	<u>580009</u>	#####	C9BEATB PIN# 6664661632	0000008107-2021-2021- 0000-00		REI	### #	\$217.7 8
YOUNG, KRISTI JACKSON 914 ELLIOTT ROAD BATH BEAUFORT NC 27808									
	<u>876837</u>	<u>580009</u>	#####	C9BEATB	N/A	0009532496-2021-2021- 0000-00	IND	### #	\$145.8 2
WADE, MARISOL 119 BONNER CIRCLE WASHINGTON NC 27889									

876837	580009	#####	C9BEATB	0000016577-2021-2021-0000-01	IND	####	\$119.73
WILLOUGHBY, CAROLYN BARROW 31 ASBURY TRAILS DR WASHINGTON NC 27889							
876753	580009	10/26/2058	C9BEATB	9536917	REI	\$319.30	319.3
BRIDGE, WILLIAM W 247 MOSS WAY WASHINGTON BEAUFORT NC 27889							
876753	580009	#####	C9BEATB	0000047137-2021-2021-0000-00	REI	####	\$135.62
TRIPP, RICKY LANE JR PO BOX 2163 WASHINGTON BEAUFORT NC 27889							
876753	580009	#####	C9BEATB	0000033171-2021-2021-0000-00	REI	####	\$173.84
CLARK, SHEENA 668 PALM STREET BELHAVEN BEAUFORT NC 27810							
876744	580009	#####	C9BEATB	0009547595-2021-2021-0000-00	REI	\$168.17	\$159.05
WOOLARD, NATHAN DANIEL JR 2785 HERRING RUN RD BLOUNTS CREEK BEAUFORT NC 27814							
876523	579983	3/8/2022	KIEFFERSON	0000018837-2021-2021-0000-00	REI	\$173.00	\$173.00
BOYD, RANDALL 9 ADAMS DR BURLINGTON NJ 08618							
876522	579983	3/8/2022	KIEFFERSON	0000018837-2021-2021-0000-00	REI	\$273.02	\$273.02
BOYD, RANDALL 9 ADAMS DR BURLINGTON NJ 08618							
876347	579946	3/4/2022	C9BEATB	0000044961-2021-2021-0000-00	REI	\$806.08	\$143.49
VAN NORTWICK, NATHANIEL O IV 339 LAMONT ST BELHAVEN BEAUFORT NC 27810							
876346	579925	3/8/2022	MRWOOLARD	0000003883-2021-2021-0000-00	REI	\$955.54	\$201.47
HAHN, L ALLEN 504 RED BANKS RD STE A GREENVILLE NC 27858							
876036	579915	3/1/2022	C9BEATB	0000041754-2021-2021-0000-00	REI	####	\$211.14
TETTERTON, PATRICIA 712 GILEAD SHORES RD BLOUNTS CREEK BEAUFORT NC 27814							

876024	579915	3/1/2022	C9BEATB DIN# 5669208048	0009534059-2021-2021- 0000-00	REI	\$346.6 1	\$207.5 3
BURNS, MONICA F 3922 CHERRY RUN RD WASHINGTON BEAUFORT NC 27889							
876007	579914	###	KIEFFERSON DIN# 7616664670	0000008817-2021-2021- 0000-00	REI	\$123.0 9	\$123.0 9
WHITE, JOSEPH CYRUS III JOSEPH WHITE 16339 130TH AVE APT 3C-3E JAMAICA NY 11434							
875898	579911	2/28/2022	Folittman N/A	9549724	RMV	\$419.6 3	163.33
PIIT COUNTY FINANCIAL SERVICES 1717 WEST 5TH STREET GREENVILLE NC 27834-169							
874581	579808	2/15/2022	KJEFFERSON N	0000027655-2021-2021- 0000-00 DIN# 760803655	REI	\$360.0 0	360
PAUL, MACK ALLEN III PAUL, MACK ALLEN III 519 BANKS ST RALEIGH NC 27604-2201							
875407	579881	###	WKINION N/A	0009525788-2021-2021- 0000-00	IND	\$318.0 0	\$318.0 0
WOOLARD, DWAIN COTY 121 BERKLEY RD BATH NC 27808							

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. _____

14/15

**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

**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

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. _____ -	



Munis Human Capital Management

Get the Most Value from Your Workforce

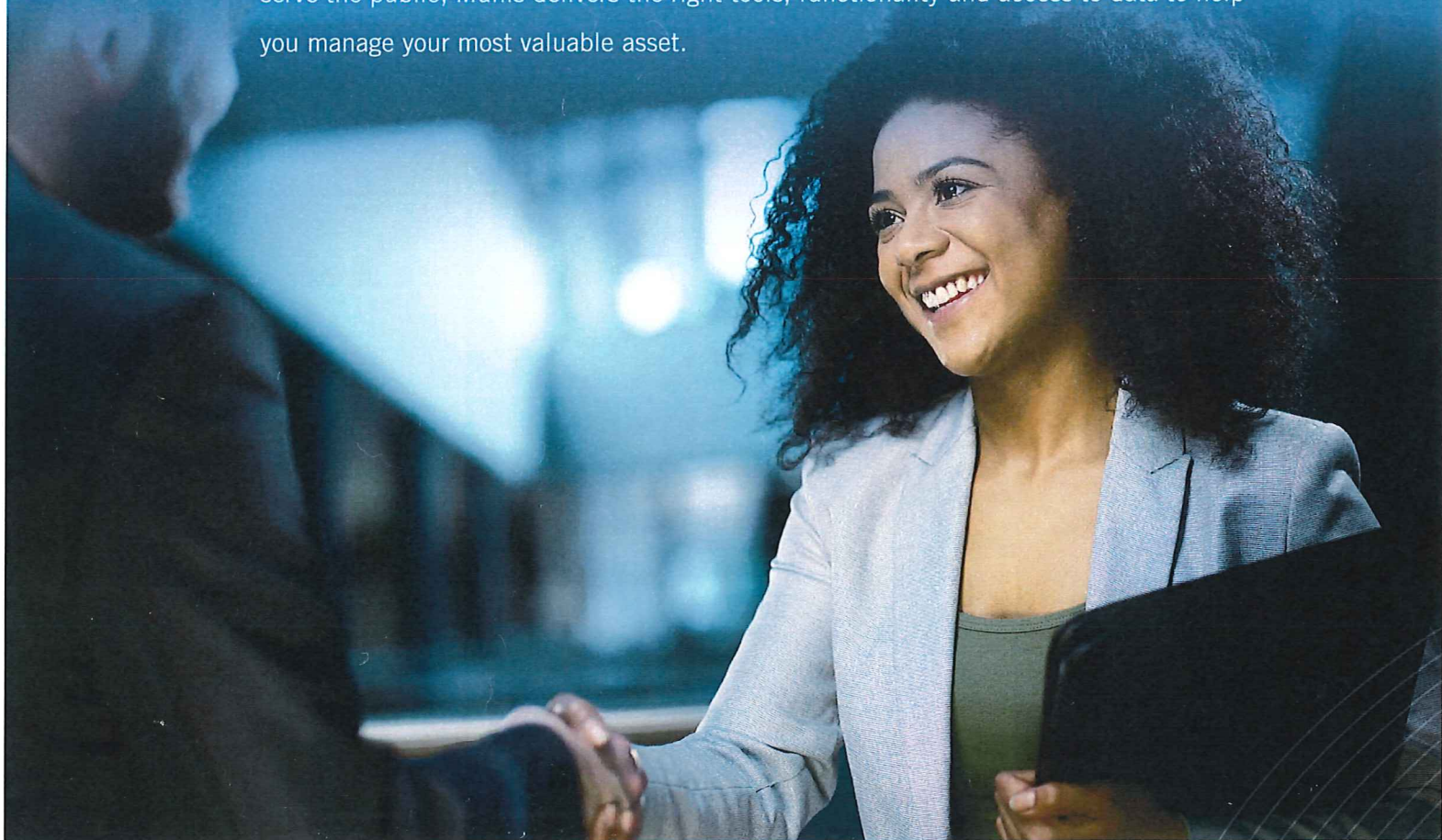


A Single Solution That Improves the Way You Work

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 sidebar on the left with navigation links: 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 dropdown menu set to 'DISPATCHER' with a 'View job description' link. Below this, there are sections for 'Needed steps' (listing 'FIRST INTERVIEW' and 'SECOND INTERVIEW' with checkboxes) and 'Completed steps' (showing 'None'). The 'Scheduling (showing all)' section contains a table of interview slots. To the right of the table is a calendar for December 2016 with a 'Filter by date' option and a 'show all' link.

Scheduling (showing all)	
December 16 8:00 AM - 9:00 AM Friday	FIRST INTERVIEW Schedule
December 16 9:05 AM - 10:05 AM Friday	FIRST INTERVIEW Schedule
December 16 10:10 AM - 11:10 AM Friday	FIRST INTERVIEW Schedule
December 19 8:00 AM - 9:00 AM Monday	FIRST INTERVIEW Schedule
December 19	FIRST INTERVIEW Schedule

My Applications

Streamline employee information management

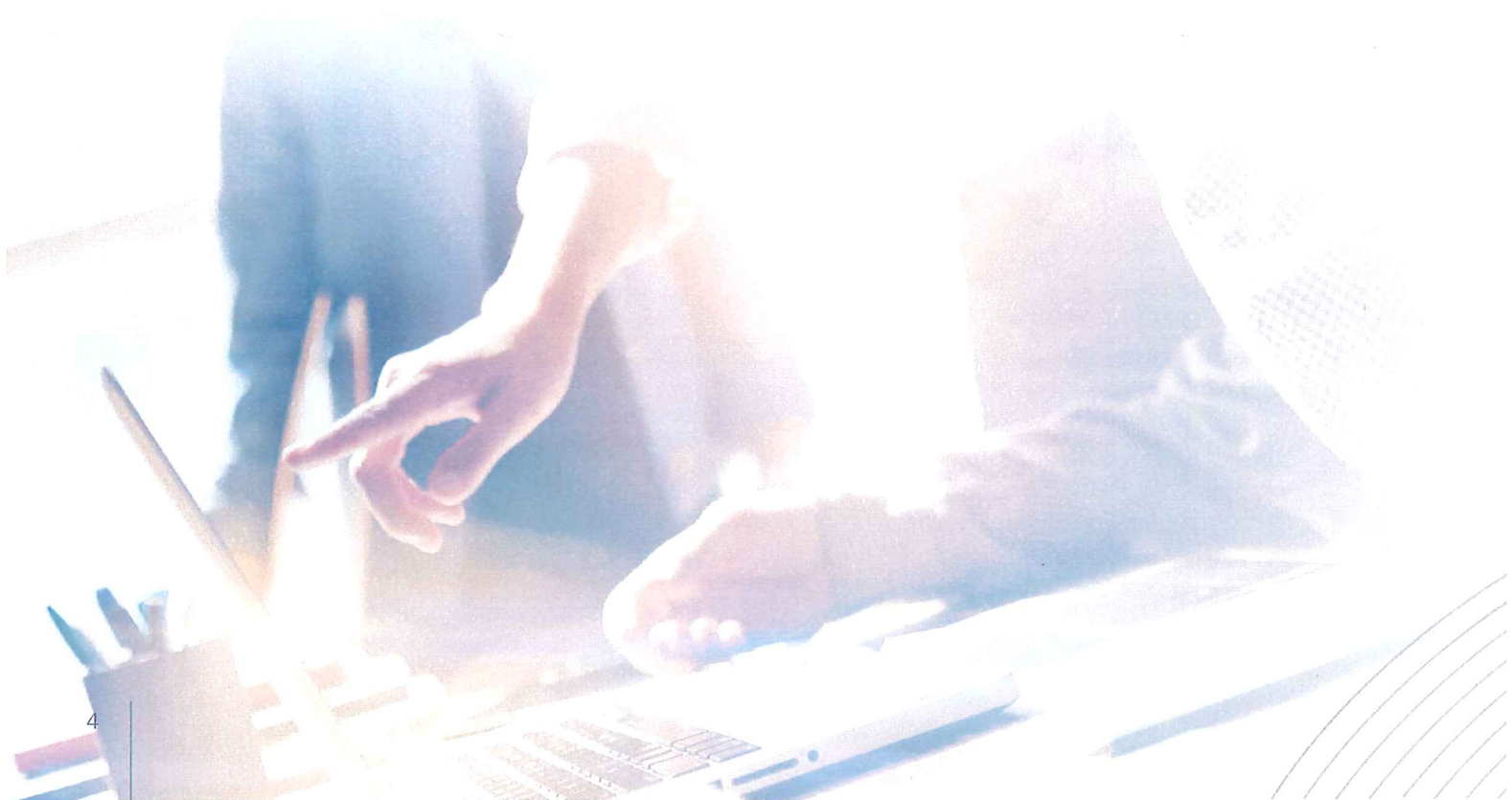
Munis Human Resources streamlines the process of managing employee information. From personal information and certifications, to benefit elections, wages, promotions and disciplinary history, your important employee information is available in one easily accessible place. By simply making changes in 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.



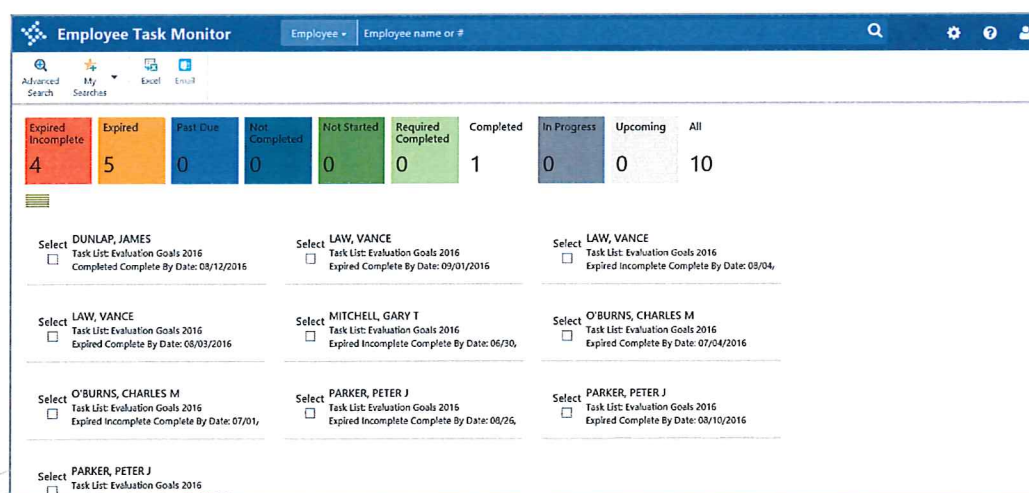
Easily manage career tracks

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.

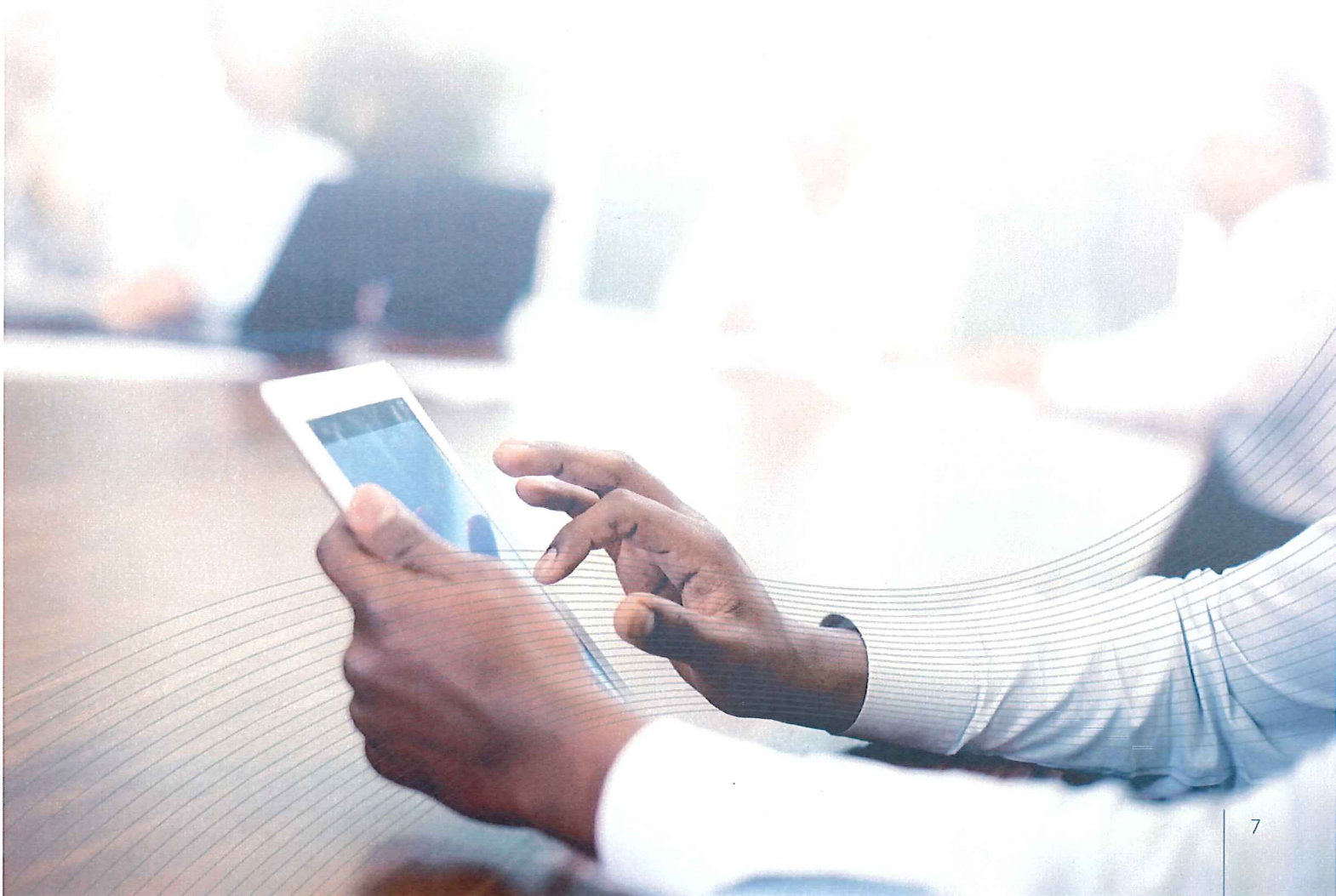
The screenshot displays two overlapping windows from the Munis Risk Management application. The top window, titled 'Property Damage Claims - Munis', shows a claim for 'AUTO - AUTOMOBILE DAMAGE' with a claim ID of 301, year 2017, and status 'Open'. The bottom window, titled 'On the Job Injury Claims - Munis', shows a claim for a 'MACH - MACHINERY' injury with a claim ID of 300, year 2017, and status 'Open'. This window includes detailed incident information such as the date of incident (04/06/2017), location (113 - JOHN ADAMS ELEMENTARY SCHOOL), and body part (LUMB - LUMB). It also features a summary table for financial data.

	Open Reserve	Gross Paid	Gross Incurred	Recovery	Net Incurred	Net Reserve
Activities	0.00		589.85	589.85	0.00	
Regulations and FDC	0.00					
Incident		0.00	0.00			
Totals	0.00	589.85	589.85	0.00	589.85	-589.85

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.

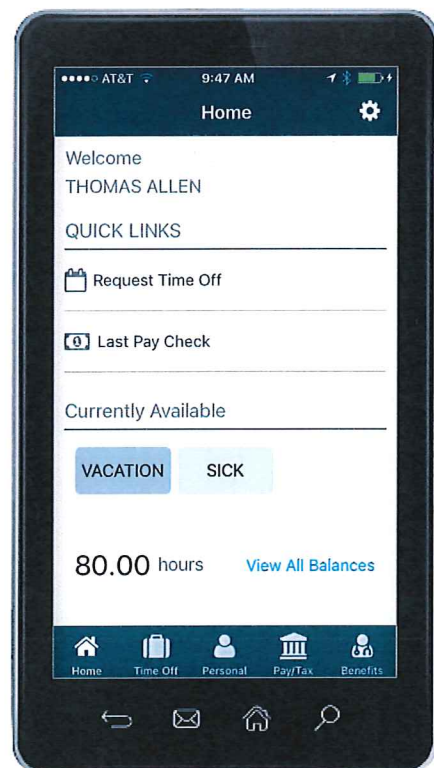
Specifically designed to meet the payroll processing needs of the public sector, Munis Payroll is tightly integrated with many Munis modules to eliminate redundant data entry. With Munis Payroll, you can implement a paperless payroll process, streamline a decentralized timesheet entry and ensure all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

Standard payroll functions include:

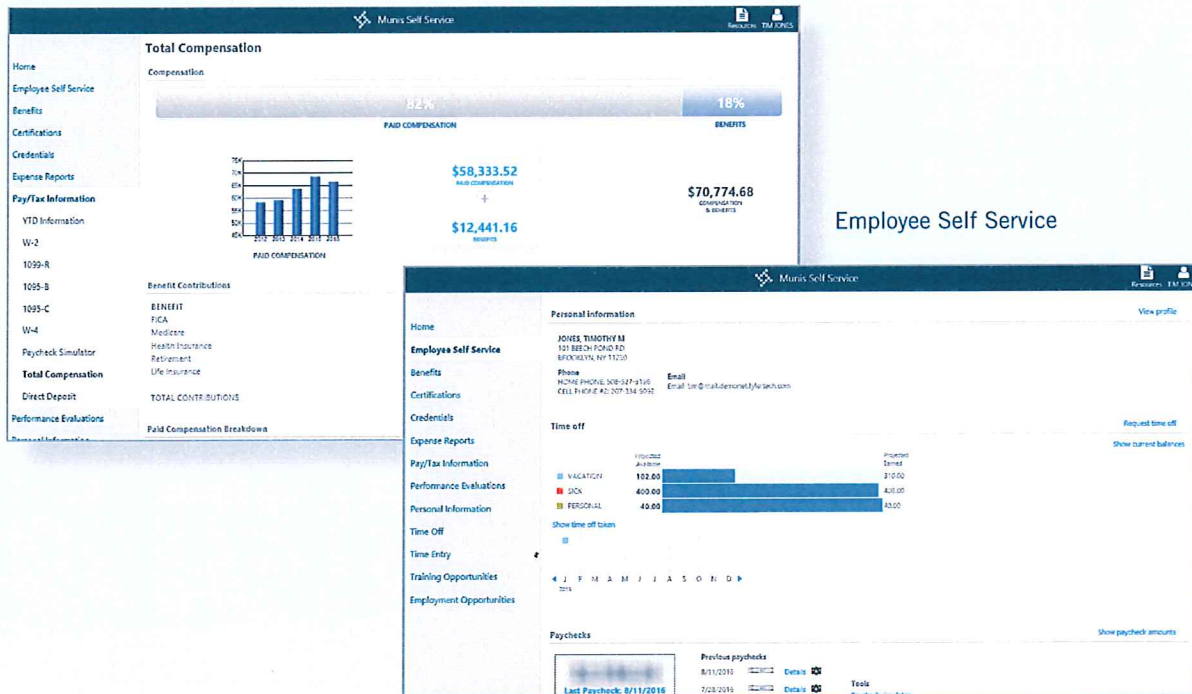
- Payroll and expense reimbursement processing
- Reconciliation of employee insurance reports to monthly premium statements
- Manual or automatic check reconciliation
- Support of electronic timesheet entry and import
- Electronic direct deposit and W-2 notices
- Verification and tracking of employee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

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.

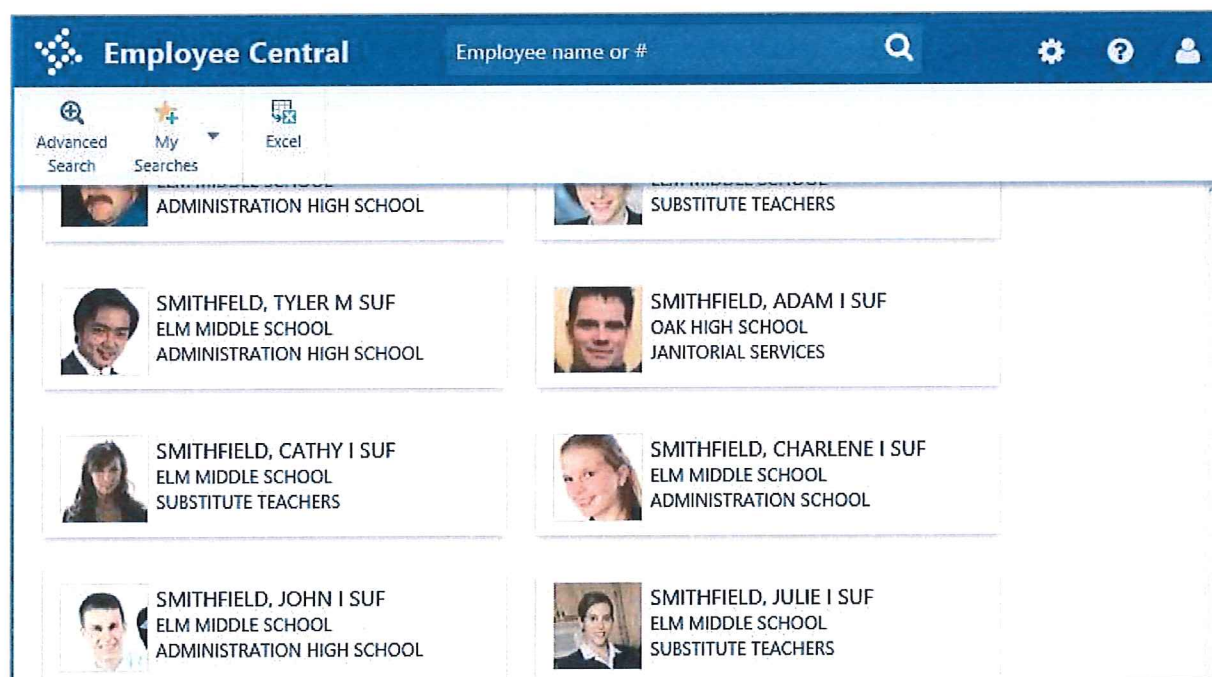
The ESS mobile application allows users to effortlessly manage their salary and tax information, time off requests, benefits and personal information. This convenient, portable and easy to use app is available so that you can stay connected anytime, anywhere.

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

The screenshot displays the 'Employee Central' interface for an employee named SMITH, ARRON M JR, who is an OAK HIGH SCHOOL TEACHER. The interface includes a navigation bar with various icons and a main content area with several sections:

- 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

The 'Compensation' tab is selected, showing a table with the following data:

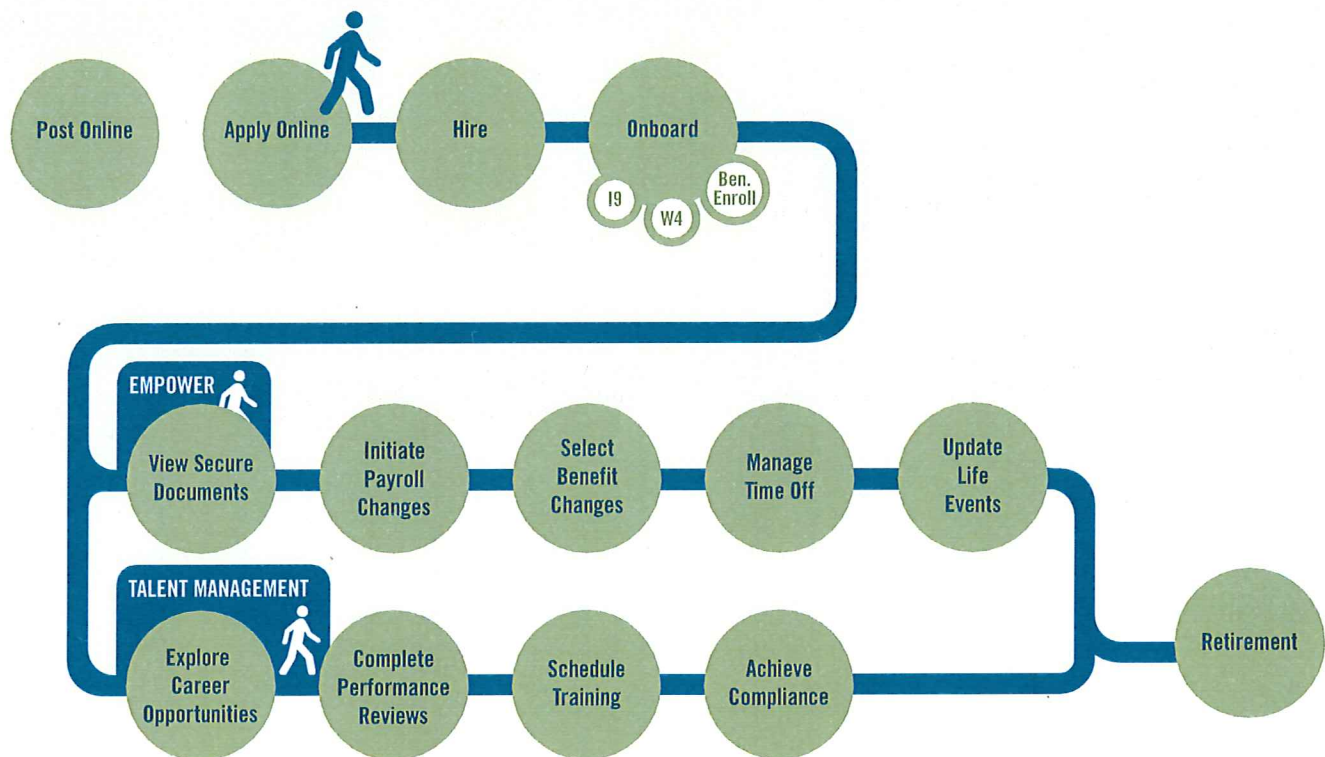
Job Class	Position Number	Position	Location	FTE	Pay Status	Effective	Grade/Step	Salary
TEACHER	265	TEACHER ADMIN	ELM MIDDLE SCHOOL	1.00	ACTIVE	01/01/2006	RJ2 SAL TBL---X/8	122,080.00

A 'View/Maintain' link is visible next to the salary information.

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

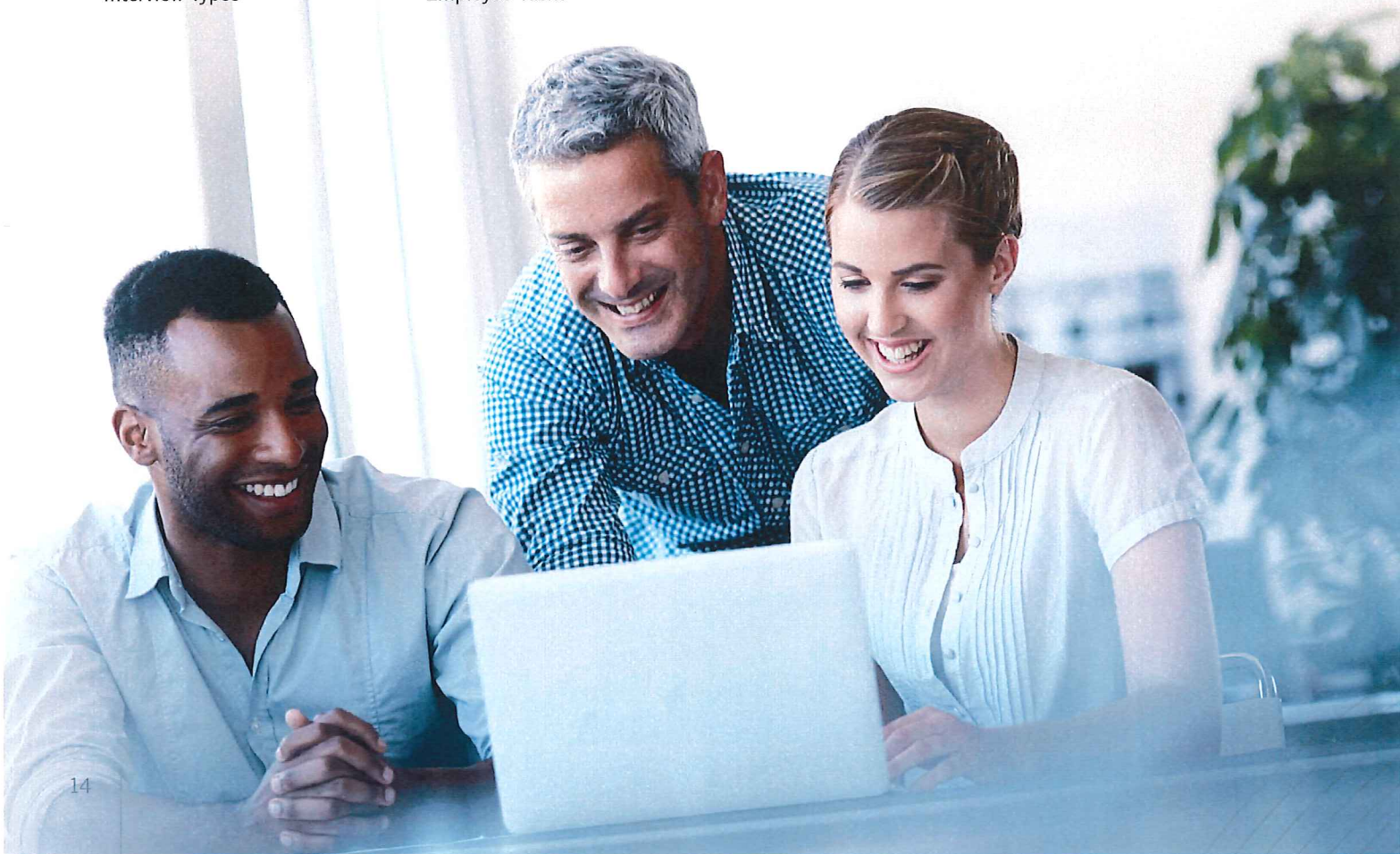
Payroll Administration
Employee Maintenance
Payroll Processing
Employee History
Payroll Reports
Salary and Benefit Projections
W-2 and 1099-R Processing
1095-B/C Processing
State-Specific Reporting
Pension Tracking

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®



ADDENDUM 2

Position Reclassification

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.

ADDENDUM 3

Contract Amendment, Yard Debris Management

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

ADDENDUM 4

Two-Year Cellular Service Contract for Cameras



**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") <u>COE approved by USCC:</u> ☐ 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.

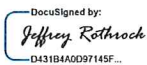
² Requires USCC Special Pricing Approval. Additional terms may apply.

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:  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

Status: Delivered

Subject: Please DocuSign: Beaufort County 3.24.22.docx

SFA Opportunity ID:

Source Envelope:

Document Pages: 3

Signatures: 1

Envelope Originator:

Certificate Pages: 1

Initials: 0

Adam Bowers

AutoNav: Enabled

30 N Lasalle St Ste 4000

Enveloped Stamping: Enabled

Chicago, IL 60602

Time Zone: (UTC-06:00) Central Time (US & Canada)

ADAM.BOWERS@USCELLULAR.COM

IP Address: 163.116.146.118

Record Tracking

Status: Original

Holder: Adam Bowers

Location: DocuSign

3/24/2022 7:30:55 AM

ADAM.BOWERS@USCELLULAR.COM

Signer Events

Jeffrey Rothrock

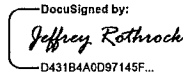
Jeffrey.Rothrock@uscellular.com

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)

Sent: 3/24/2022 7:47:19 AM

Viewed: 3/24/2022 9:53:54 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

3/24/2022 7:32:19 AM

Certified Delivered

Security Checked

3/24/2022 9:53:54 AM

Payment Events**Status****Timestamps**

ADDENDUM 5

Workers Compensation Deductible

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

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
Average # Claims

43,946 6 year avg.
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 Insurance 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 Insurance 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

ADDENDUM 6

Modification of EMS Rescue Tax District ER to Include Town of Bath

**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.

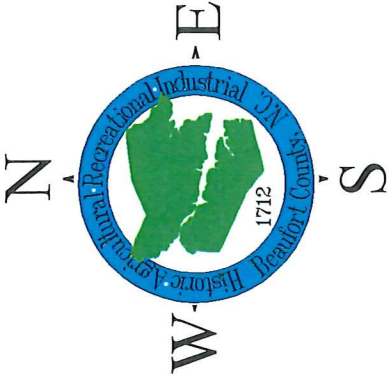
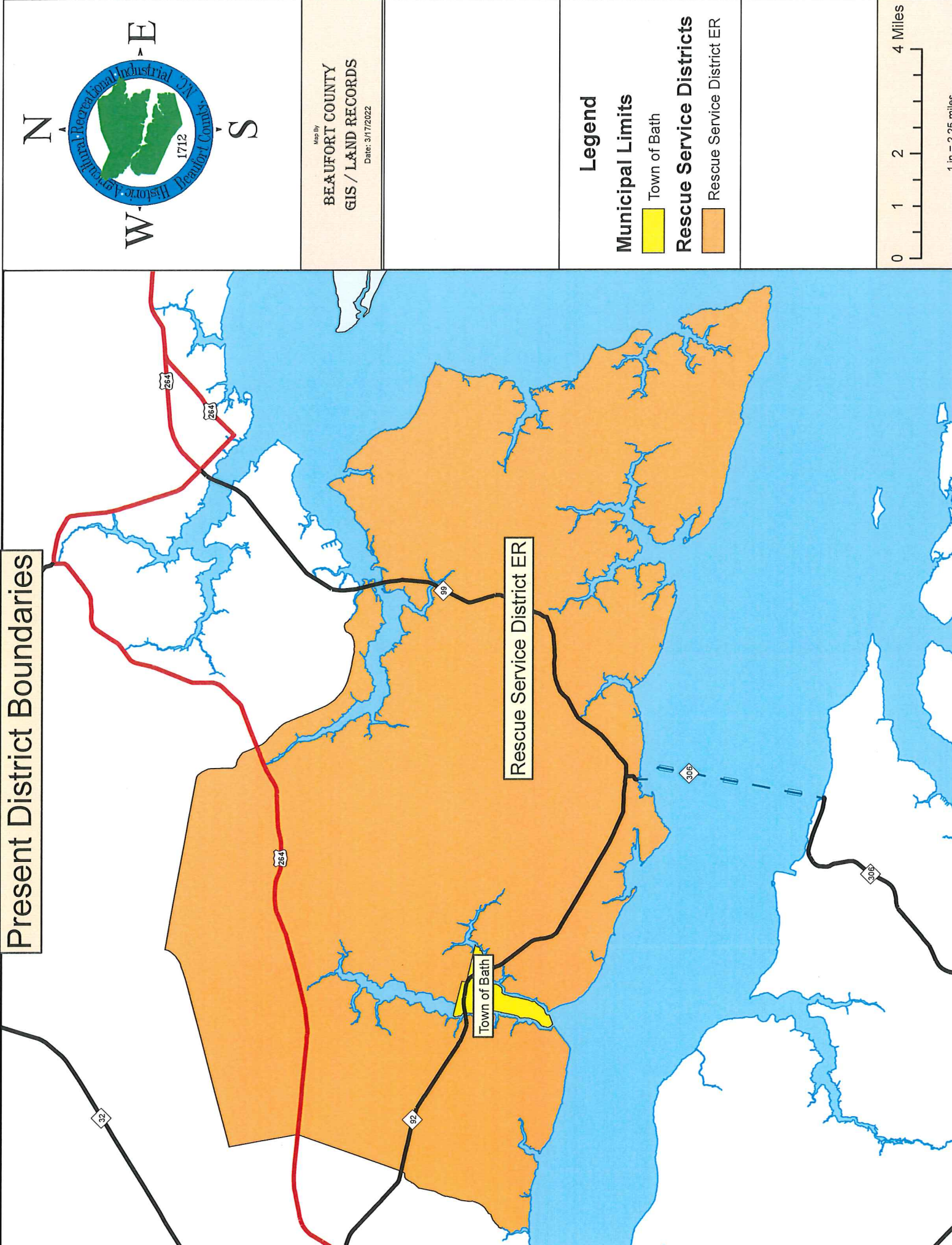
Upon Motion by Commissioner KEITH TANKARD, and seconded by Commissioner JOHN TAYLOR, the foregoing Resolution received 3 ayes and 0 nays and was adopted this the 22 day of March, 2022.

ATTEST:


MARION EDWARD CARSON,
TOWN ADMINISTRATOR

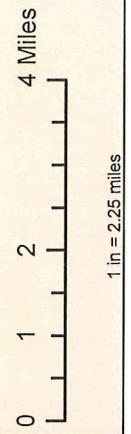
TOWN OF BATH


JAMES G. LATHAM, MAYOR

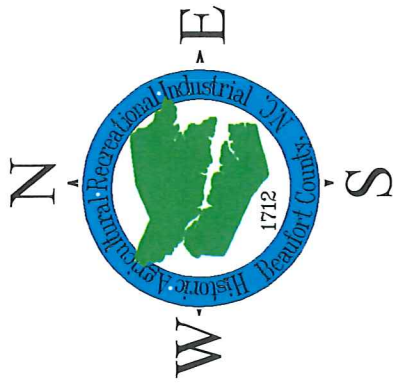
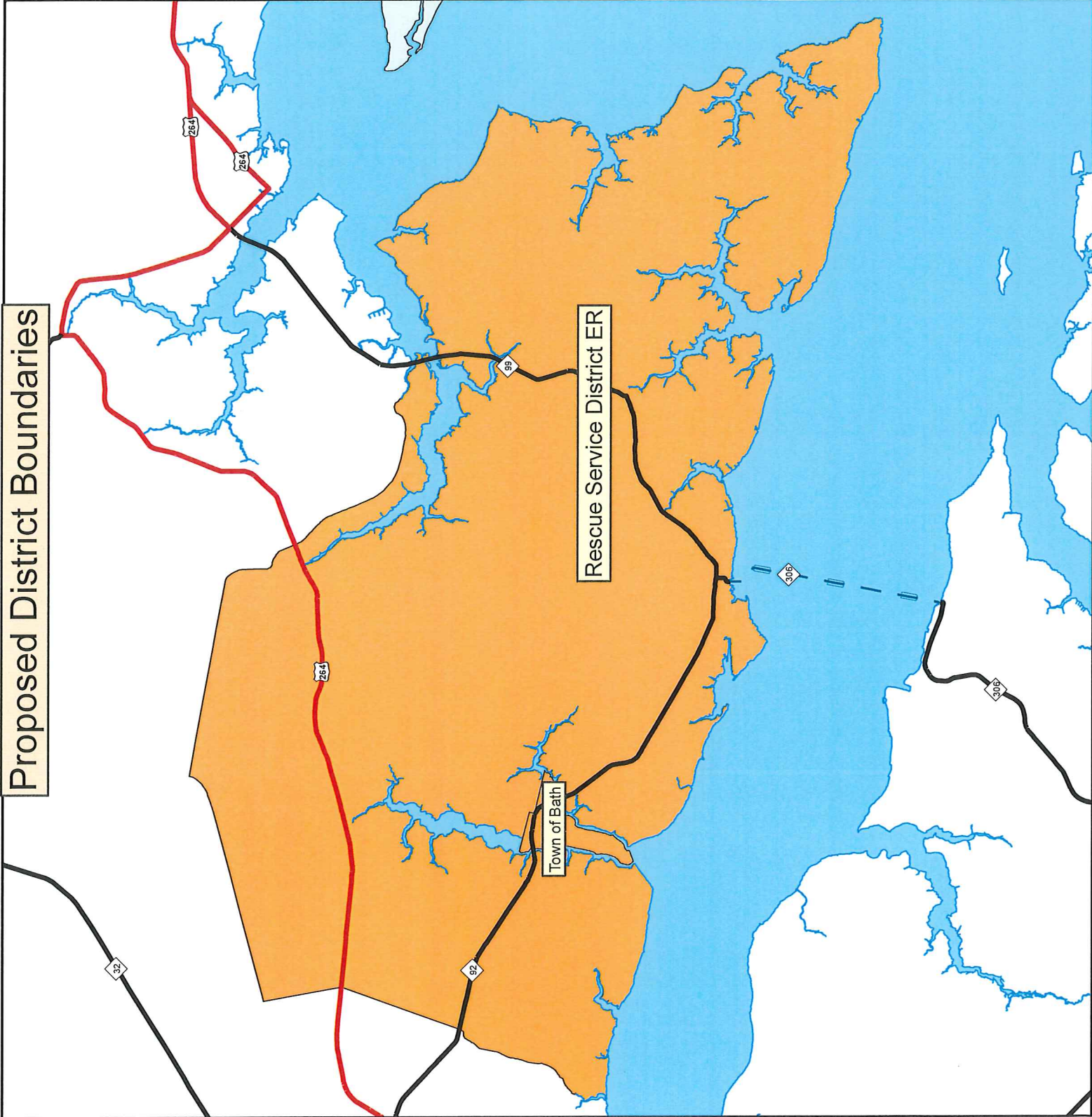


Map By
BEAUFORT COUNTY
GIS / LAND RECORDS
Date: 3/17/2022

- Legend**
- Municipal Limits**
- Town of Bath
- Rescue Service Districts**
- Rescue Service District ER



Proposed District Boundaries



Map By
BEAUFORT COUNTY
GIS / LAND RECORDS
Date: 3/17/2022

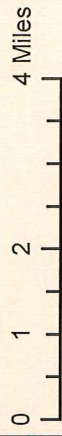
Legend

Municipal Limits

 Town of Bath

Rescue Service Districts

 Rescue Service District ER



1 in = 2.25 miles

2022

Notes:

1. April 4, 2022 - BoCC approve Bath's request to include the Town in EMS tax district

2. April 29, 2022 - public notice mailed to property owners (at least 4 weeks prior to public hearing)

3. May 13, 2022 - report in Clerk's office (at least 2 weeks prior to public hearing)

4. May 19, 2022 - publish notice of public hearing in newspaper (not less than 1 week before hearing)

5. June 6, 2022 - public hearing held

6. June 9, 2022 - adopt tax district expansion

7. July 1, 2022 - effective date of tax district expansion

March						
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		

June						
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		

September						
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	

December						
S	M	T	W	T	F	S
				1	2	3
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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

February						
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

May						
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

August						
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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			

November						
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

January						
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16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April						
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24	25	26	27	28	29	30

July						
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17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

October						
S	M	T	W	T	F	S
						1
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23	24	25	26	27	28	29
30	31					

ADDENDUM 7

Request for Special Minimum Rate for Deputy Sheriff Job Classification

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.

ADDENDUM 8

Public Beach and Coastal Waterfront Access Grant

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](#).



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