

Monday, August 1, 2022
Regular Meeting

The Beaufort County Board of Commissioner met in regular session Monday, August 1, 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 Randy Walker

Commissioners Absent

Commissioner Stan Deatherage
Commissioner John Rebholz
Commissioner Hood Richardson

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. He explained that three of the Commissioners were not present tonight due to personal issues.

Vice Chairman Langley offered the invocation and Commissioner Walker 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 Walker seconded. The vote was unanimous.

Service Award Presentation

Ms. Deloris Creasman said we have one Beaufort County employee tonight I'd like to recognize for his County service. She said he could not be here tonight, but Mr. Phillip Baucom has 15 years of service.

Chairman Waters said express our thanks.

Youth Voice Summit Presentation

Ms. Chasady Wudkwyh said I'm the 4-H agent here in Beaufort County. She said I've worked here a little over three years and I work with Mr. Gurganus, I think you all know him pretty well. She said were any of you involved in 4-H growing up. She said I like to start with that before I start a whole spiel of 4-H, so people know what I'm talking about but for you it is a youth development organization for youths from ages 5 to 18 and it is all about giving youth hands on experiences to help them find their spark and explore patients that they have. She said on a local level our most well-known event is our livestock show that happens in the spring each year. She said I'm currently doing summer fun day camps and

then back in June I actually went to an event on the statewide level with a teenager that's called Citizenship Focus and it's all about citizenship and getting youth involved in events that impact their local government, so we met with local legislators. She said coming up in a couple of weeks I have Emily Bowen going to Youth Voice, so I'll stop there and let her come up to tell you a little bit about her and the conference.

Ms. Emily Bowen said I'm a recent graduate from the Beaufort County Early College High School program where I graduated with both my Associates in Arts and Science. She said this upcoming fall I will be attending East Carolina University, double majoring in political science and business. She said throughout my years I have been involved in 4-H through various things, varying from cooking camp when I was younger to volunteering this past summer with the Summer Fund Day camps that Ms. Wudkwyh just mentioned. She said during summer fun day camps youth were able to learn about the little creatures that live in the woods through creating and maintaining their own garden. She said not only that, but I will also be attending the Youth Voice convention that will be taking place in Concord August 12 – 13th. She said it is associated with the North Carolina Association of County Commissioners where I hope to learn more about our local government and legislation. She said who of you will be attending that.

All Commissioners will be attending.

Ms. Bowen said wow, okay, great. She said that Saturday morning they will be having a breakfast where I will be sitting at the Beaufort County table, and I hope to get to know you all a little bit better and learn more about local government. She said thank you for your time and I hope to see you all again soon.

Chairman Waters said thank you Ms. Bowen and we look forward to having breakfast with you.

Child Support Awareness Month Proclamation

Ms. Tammy Pearson said I'm the North Carolina manager of operations for Young-Williams and the County's contact for child support services through our company. She said I brought along today, Tina Jordan, she's our new project manager over the Beaufort County office. She said a little bit about her, she's been doing child support a little over 15 years and she met the majority of her continuous quality improvement goals that the State set for her this year. She said she missed one by 0.28 of a percent and that was collections and the whole state was down on collections. She said but today we're here to talk about a proclamation, I had submitted it to you and I'm going to read it at this time. She then read the following:

WHEREAS, Beaufort County is recognizing August as Child Support Awareness Month, and reaffirms its commitment to strengthening Beaufort Counties families by providing child support services to improve the economic stability and well-being of children; and

WHEREAS, in State Fiscal Year 2021-22, more than \$4.1 million in child support was collected from parents of Beaufort Counties children, and

WHEREAS, there are nearly 2577 child support orders in place, working to ensure that more than 2672 children receive financial support from their parents: and

WHEREAS, the court must order either parent to obtain and maintain medical health insurance coverage for a child if it is actually and currently available to the parent at a reasonable cost.

WHEREAS Child Support Awareness Month salutes the diligent working parents who spend time with their child and who make regular child support payments, to safeguard their children's future: and

WHEREAS, strengthening individuals and families promotes the safety and well-being of children, provides stability, improves the lives of children, and provides opportunities for families to be able to enhance their children's futures; and

WHEREAS, children who do not receive adequate financial and emotional support from their parents may experience greater difficulty in becoming healthy, happy, and productive citizens; and

WHEREAS, many concerned and dedicated judges, district attorneys, clerks of court, sheriffs' personnel, and child support professionals work to establish and enforce child support orders for Beaufort County children, one of our counties most vital resources.

NOW, THEREFORE, We, the Beaufort County Board of Commissioners, do hereby proclaim August 2022, as "CHILD SUPPORT AWARENESS MONTH" in Beaufort County, and commend its observance to all citizens.

Motion: Commissioner Walker motioned to approve the proclamation as presented. Vice-Chairman Langley seconded. The vote was unanimous.

Public Comments

Ms. Dawn Brinson-Slann said I'm a resident of Beaufort County, a small business owner and a taxpayer. She said I understand from dear friends that like to keep me in the loop that I was personally attacked for standing up to provide factual information regarding the presentation from the agriculture extension agent during the budget sessions and the justification requested to provide a new tractor. He said while one would think that as a public citizen, and no longer a candidate in the prior election cycle I could use the three-minute comment period without being called Names. She said apparently that's not the case. She said it seems that a local, on-line publication is utilized by certain members of this Board, both under their real names and numerous aliases, to lash out at the members of this Board that do not agree with them on their positions and now apparently to those of us that provide public comments in these meetings. She said that seems a bit one-sided since the public is limited to three minutes. She said in the item sent to me most recently I believe I'm classified as a socialist, along with others that believe in the spirit of working together with all members of this County to reach the common goal of growth and prosperity. She said my support of the farmers is considered supporting special interest groups. She said I can assure you that the farmers in this County are way more than a special interest group. She said they are very important to the growth of Beaufort County and if they are referencing the seed companies then they don't understand the program. She said realizing we live in a constitutional republic and free speech is one of the rights we hold so dear I'm absolutely fine with whatever names are given to me as long as the assigners of those names are clear, that I do intend to keep highlighting the truth and ensuring inconsistencies of the assignments of labels is brought to the forefront for the people of Beaufort County. She said while various groups that receive funds from the County budget are asked to defend their salaries and costs over and over again, I'll be highlighting the value of the taxpayers' dollars at work, spent on those elected individuals focused on their special interests, their salaries and benefits.

Legislative Updates From Elected Officials

No representatives attended.

Items for Consent

1. Tax Office Refunds Over \$100
2. Revaluation Copier Lease
3. LINKS Budget Amendment
4. LIHWAP Budget Amendment
5. ARPA Budget Amendment
6. Budget Amendment, Health
7. Health FY 23 Fees
8. Computer Programming and Maintenance Contract
9. Surplus, Sheriff's Office
10. Southern Albemarle Association Delegates
11. ABC Board Appointments
12. Minutes Approval

Chairman Waters said I would like to pull one for our next month's meeting and that's the ABC Board appointments. He said is there any other items that anyone would like to pull.

No one spoke.

Motion: Vice-Chairman Langley motioned to approve the consent agenda, not to include item 11. Commissioner Walker seconded. The vote was unanimous.

See Addendum 1

Opioid Litigation Settlement Funds

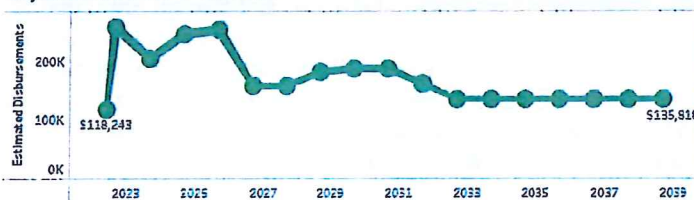
Mr. James Madson said let me first introduce Claire Harris, she is the president of Behavioral Health task force, or one of the co-chairs. He said Tiffany Moore is the program coordinator for the Behavioral Health task force and she works out of the Health Department office. He said I'm here to talk briefly about the opioid settlement and to open a conversation regarding the behavioral health task force recommendations for what they feel is impactful and feasible plan to help our county reduce opioid misuse and prevent accidental death from overdose. He said I thought about bringing you some graphs to show you the impact on our County, but I know you all have seen graphs in the past showing how bad the opioid problem is in our community, so I didn't want to bring all that since you're all aware of that problem. He then gave the following presentation:

Settlement Payout Timeline

18 Year Payment to Beaufort during 2022-2038:

\$3,077,680

Payments Over Time - Beaufort



Background Information

2014	Race to the Top committee adds health to focus area and becomes the BC360
2015	BC360 forms 3 taskforces (Literacy, Homelessness, and Behavioral Health to include Substance Abuse)
2021	Opioid Settlement announced
2021	KB Reynolds Charitable Trust awards BHTF \$800,000 over 3 years to support settlement planning and implementation. BCHD fiscal agent for this.

BC360 – Behavioral Health Task Force Partners

- Beaufort County Health Department
- Trillium Health Resources
- Clear Point
- Agape
- Access East
- Port Human Services
- ECU Health
- NC Department of Commerce/ NC Works
- Washington Housing Authority
- 2nd Judicial District Court
- Department of Social Services
- Beaufort County Schools
- Foundation for Health Leadership & Innovation
- Daughters of Worth
- NC Department of Health and Human Services
- Community Members and Individuals with Lived Experience
- East Carolina University
- UNC Chapel Hill
- MDC Rural Forward
- Beaufort County Community College



Behavioral Health Task Force

Mission: To identify and respond to behavioral health needs in Beaufort County based on evidence-based practices and collaborative action.

Concentrate first on Beaufort County and work within the region if possible.

Create a comprehensive prevention campaign

- Collaborate
- Prevent misuse
- Include criminal justice system interventions
- Transitioning intervention

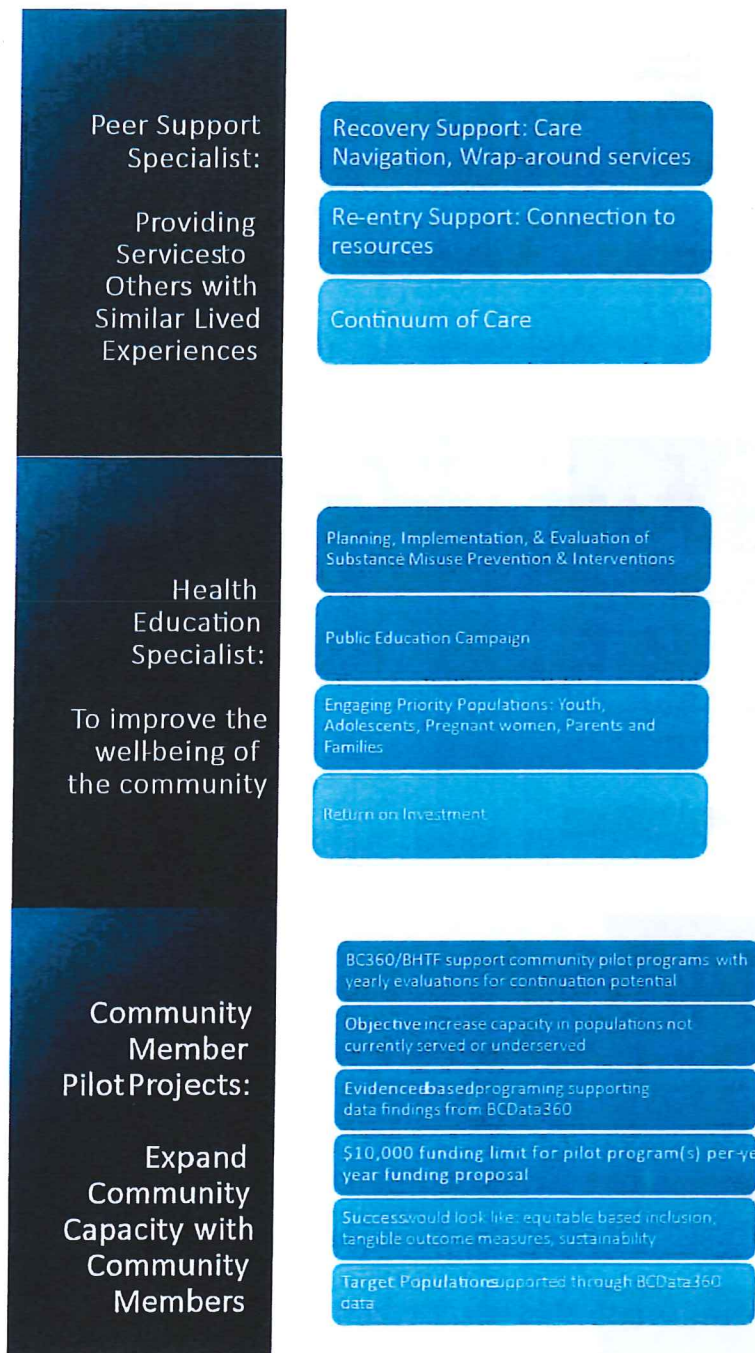
Strategic Recommendations

- A1: Maintain BHTF Collaboration
- B6: Add Two Peer Support Specialists to our Community
- G8: Add One Health Education Specialist to our Community
- Community Projects – TBD as to Strategic Goal based upon project



Maintain Behavioral Health Task Force

- Collaborative & Operational Support
- Community Engagement Events/Community Forums
- Public Information Campaigns



Vice-Chairman Langley said this is not necessarily opioid related but, homelessness. He said do you have a number, an idea of how many people are homeless in Beaufort County.

Mr. Madson said we do the annual count and that usually comes to the number of twenty. He said then you have those that are considered homeless who are, they go from house to house, that kind of homelessness, so that's also there and we know that twenty is undercounted because we're not able to find them all.

Vice-Chairman Langley said my reason for asking the question is the State of North Carolina says that Beaufort County does not have a homelessness problem because money is given to Pitt County for the region, and they identify Beaufort County as not having any homeless people. He said so I want to ask this question, how can I, or if you can provide me with

a list of homeless people so that I can show them that there are actually homeless people here. He said I have some names, but I know that the list can be a lot larger.

Mr. Madson said as you had seen earlier we do have a behavioral health task force that has been looking at homelessness in the County. He said they we're actually a big part of opening Open Doors, the community center so we do have some connections with that group, so I'll go back to them and try to find out if there's some data to help with that.

Vice-Chairman Langley said the quicker can get that to me, the quicker I can do something with it. He said the reason I ask is there's a grant available for Beaufort County for homelessness so I just need the names so I can turn them into the people who ask me for the names, and we can move forward.

Mr. Madson said I'll get back to you by the end of the week with something. He said just to wrap this up as far as the settlement money, this is what we're looking at, financially, per year

Cost breakdown

• BHTF funding (Cost covered through KB Reynolds until 2024)	
• Program coordinator	\$55,000
• Administration	\$ 8,000
• Operations	\$ 2,000
• Peer Support Specialist	
• Contract to include supervision	\$50,400 X 2 = 100,800
• Health Education	
• Contract with NCPHA	\$55,400
• Administration and supervision	\$ 7,200
• Operations	\$ 2,000
• Project support	\$10,000
• Total per year	\$240,400

He said around \$240,000, that's within the first five years. He said it makes me want to point out that this collaboration is not just looking at opioid settlement money; that's just part of it. He said we want to use that money to springboard into some bigger ideas because as I mentioned, we've already been doing some things. He said there are some bigger projects that we can do. He said for example, I pulled up here, earlier today, a funding opportunity for \$1 million to come to a location that has collaborations looking at opioid issues so I think our taskforce having seven years of history and having worked on this strategic plan and having presented all of this, that we are a collaboration, validates us that we would be a good candidate for this money that's out there. He said there's other groups that have offered to match County dollars if we can show that we have a plan, so I think we've got that to show it, so this is just a springboard, just a part of the whole picture. He said that collaboration has expectations of changing these strategies over time. He said we could've been a County who said let's do syringe exchange programs, let's do MAT. He said we could've just said that, we could've just done that for 18 years, but we feel like we need to continuously look at what the problem is and continuously mold some of those strategies. He said like the little projects we're talking about, which is only \$10,000 per year is all we're looking to do that but maybe there's an organization out there, I'll give an example, The Boys and Girls Club, maybe there's a program that they can bring to the Boys and Girls Club, maybe we can help support that. He said that's just one example. He said there's other organizations that have a little bit in their mission that would really line up with this well and we feel like we should show them support. He said if it works good we can apply for more money and try to get more money into that program, that's where we're trying to move forward with this.

Commissioner Booth said correct me if I'm wrong but in your presentation I thought I heard you say something about hiring three people.

Mr. Madson said we're contract.

Commissioner Booth said you only get anywhere from \$160,000 to \$200,000 per year of opioid money. He said our money is gone for employment, where is the help for the people that need it, that's what I need to see.

Mr. Madson said first off there's a lot of help that's there, but the peer support people will help navigate them through that system and get them to the help that's needed.

Commissioner Booth said are they going to be here for 18 years.

Ms. Harris said no sir, we're looking at a three-year pilot program and then as we progress through those three years, yearly continue to evaluate how we're doing and where do we head next because as more funding comes down, that was what Vice-Chairman Langley said, that was one of the things we addressed was homelessness but at \$3 million, as large as that sounds it doesn't really make a dent in homelessness. She said but if we can tie future funding into the collaboration of those members then that does allow us, so we need someone to help coordinate that. She said we know that additional prevention, certainly lots of activities for the person who is currently using to make a change needs to happen, but we also know that we need to change the next generation. She said if we don't work to make a shift early on then in 18 years we're still having the same problem.

Commissioner Booth said what were we doing before this drug settlement, what were we doing.

Mr. Madson said we brought medication assisted recovery into the jail system, we've had medicated assistive therapy at some of the clinics, we've had a syringe exchange program going on.

Commissioner Booth said but what are we doing on the everyday avenue. He said people in jail, we've got them, what are we doing on everyday avenue for people that need the help. He said just like Vice-Chairman Langley stated, twenty people in Beaufort County homeless. He said everybody here knows there's more homeless than twenty.

Ms. Harris said when we're looking at community health workers, which is already huge in our County, it has integrated in so many different localities in our County, those projects, building up those services so that person in somebodies' home and community understands what they're looking at, recognizes there's a need that maybe is not obvious.

Commissioner Booth said what do we consider homeless.

Mr. Madson said well we're not prepared to talk about homelessness tonight.

Commissioner Booth said we need to talk about it because it's part of, it's tied to his money isn't it.

Mr. Madson said no. He said often times a user becomes homeless so there is a lot of crossovers in that.

Commissioner Booth said then we don't need to talk about them.

Mr. Madson said as far as users go we think we have things in place for, we have a lot of things that are in place that they don't even know how to get to right now so that's one thing. He said we want to prevent them from starting to get into that with health educators, that's the important part. He said the navigators are there to help users. He said a navigator is a reformed user so they're with the circle of users so in part, they're trying to help them get into services that are already provided. He said they're there to help counsel, to meet with them when they end up going to jail or they end up getting arrested or they end up going to the emergency room, the navigator or peer support people go over there and meet with them and try to help them. He said so that's what they're offering, they're helping to navigate a system that's already in place.

Ms. Moore said they provide the continual care that's needed for people who are actively in treatment but after 5:00 PM the clinic is shut down so therefore in afterhours when they're in crisis mode or they're thinking about relapsing you have those peer support specialists who can actually speak with them, not in a clinical sense but as a life experience person who can bridge that gap between treatment and care.

Mr. Madson said I would also add our community engagement people include people that have used or lived the experience of addiction, so their input was brought into this conversation, from that point of view.

Commissioner Walker said what physical building will you be working out of. He said in other words if somebody is having a bad day where do they go.

Ms. Harris said with the peer support specialist, do you mean that specifically.

Commissioner Walker said anybody that's having a bad situation, do you have a building that they can go to and say help me with a phone call.

Ms. Harris said that peer support specialist can actually take that phone call, triage it, in essence, determine do they need to go out or not to actually meet them where they are. She said peer support is not housed in a typical office because that is where we recognize people often don't engage very well to get started.

Mr. Madson said I'm inclined to give the contract for the peer support to Clear Point because they have licensed addiction specialists and counselors who have been focusing on this since they opened up three years ago. He said Anthony Tyre is a big part of that, so I'm inclined to try and put the support people with him, mostly, because that way they'll have the 24-hour hotline number.

Commissioner Walker said so they go to the patient.

Mr. Madson said right, for the most part.

Commissioner Walker said if this person needs medical care they end up in the hospital.

Mr. Madson said it depends on the level of care that we're talking about. He said we have appointments through the hospital system. He said there's appointments at the health department, AGAPE has appointments and there's other offices, like ClearPoint, Dream and Port who are all part of this. He said they're all resources that are available to these people.

Commissioner Walker said so there's no need to build a physical building with this money.

Ms. Harris said we realize it seems like it's small because the problem is so large but we needed to be able to present and manage projects that are actually doable with what we have and not accounting for every last penny when something happens, inflation happens right so we really took that as a group and during those meetings there was a lot of conversations over making it doable, making it meaningful for Beaufort County with what we have and the resources we have.

Ms. Moore said we look at the feasibility and the immediate need right now that we actually have right now for funding to try and work towards, keeping in mind we can continue to seek out grants and matching funds for bigger options that we have, such as an inpatient treatment facility, which people have voiced to me ever since I've been on the taskforce. She said affordable housing, transitional housing, things like that we've taken into consideration, but the problem is right now \$3 million over 18 years is not sufficient to do that.

Mr. Madson said I even calculated if we went every county east of us and every county north of us we wouldn't have \$1 million per year between all of those counties. He said we'd hit \$1 million if we included Craven, Carteret, and Pitt but that's if we can get all of those counties involved.

Chairman Waters said are you asking us to turn over the management of the \$3 million for 18 years.

Mr. Madson said I don't think we have to do it all at one time. He said I think that we're saying let us go forward with these strategies, let us use that money to do these particular projects, since it adds up close to that particular amount. He said if we don't use that money it stays in the coffer from year to year, so it just stays there. He said again, if we reassess these every two years or three years we may be here two years from now saying hey, we now have this grant, we could use that money to do this so it might be different. He said right now we just need, I guess the blessing to move forward with these steps right now.

Ms. Moore said again, this proposal is for the first three years and we're going to use the data to assist the impacts these programs have on the opioid epidemic in Beaufort County and at the end of that three-year period if we don't see the results that we're looking for then we can regroup and consider some of the options we've also discussed in the taskforce.

Chairman Waters said I'm in favor of making some kind of commitment for a three-year period, but I want to see the data at the end of three years. He said we don't want to make a commitment for 18 years if we're not making any progress at all.

Mr. Madson said the KB Reynolds grant, the \$800,000, that is already going towards this effort because out of the three options the first one is already being paid by KB Reynolds. He said we don't even have to put that money in for a couple of years. He said that's actually money we don't have to commit right away. He said they're requirement is to have that

data platform in place, so we've been working on it. He said hopefully in a certain amount of time it will be on the Health Department website with all of the data that's immigrated in from unusual sources. He said the usual sources, like the State, is there but there's other stuff, because we're partners, will be brought in.

Chairman Waters said what I'm going to recommend, unless the Commissioners disagree with this, is we have three Commissioners that are not here tonight so I would prefer that we not take any action and that we postpone making a decision until our next meeting when we got word it was a little bit late to cancel. He said are the other Commissioners in agreement with that.

The other Commissioners were in agreement.

Vice-Chairman Langley said I have one final question. He said basically what you're saying to me and correct me if I'm wrong is you're going to have a somewhat local mobile crisis for substance abuse.

Mr. Madson said I think so. He said I think the peer navigator is going to help fill that roll. He said it's kind of like Alcoholics Anonymous or Narcotics Anonymous where people have gone through that to help sponsor people through the program. He said it's much broader than that.

See Addendum 2

Approval of Sheriff's Office NCDPS Grant Purchase

Chief Deputy Rose said I was reading over the information that was presented in the booklet to you and it's really, the information there, it is what we're talking about. He said in essence the scanner is not going to replace but it's going to supplement and offset for crime scene sketches with a lot more clarity. He said it's a lot more accurate and it's going to help paint a picture better for, especially better for juries in major crime cases whether it be homicides, sex offenses or things like that where we would have a designated crime scene. He said it's something that we've tried to figure out how to purchase through the budget process the last handful of years. He said it's something that stays as the one or two on the list of priorities for using drug forfeiture money. He said with the grant and some drug forfeiture to supplement that we felt it was the right time for us to move forward with this purchase.

Commissioner Booth said it's your grant funding, is that correct.

Chief Deputy Rose said this is going to be, if you remember back to several months ago we did receive a grant. He said we've already made a couple of purchases out of that.

Commissioner Booth said the drone was one of them.

Chief Deputy Rose said the drone, the ATV and trailer, yes sir.

Commissioner Walker said I have one question. He said is this like the scanner you, it goes around the room and images everything.

Chief Deputy Rose said yes, it's a very nice piece of equipment. He said surveyors use it, contractors use it to duplicate, to make renderings, 2D and 3D. He said it's something that can really paint a picture. He said as far as time savings investigators are still going through and using handheld devices for measurements, which are not as accurate as laser renderings are going to be and quite frankly, in 2022, if you are having a jury trial, jurors are expecting to see some of the technology that they're seeing on television and things like that. He said if you go in even with a computer drawing using Smart Draw or something like that they're expecting a little bit more than that. He said but it's a very impressive piece of equipment.

Commissioner Walker said how fast does it scan a room.

Chief Deputy Rose said now that I don't know.

Motion: Vice-Chairman Langley motioned to approve the purchase order. Commissioner Walker seconded. The vote was unanimous.

Swan Point Water Line

Ms. Christina Smith said during the July Board of Commissioners meeting there was a discussion regarding the water line extension project at Swan Point. She said bids were received which resulted in an estimated \$79,000 project budget shortfall. She said at that time the Board of Commissioners was unwilling to commit additional funds to complete the project and instructed staff to contact the landowner to see if they would be willing to fund the additional shortfall in order for the project to proceed. She said I'd like to report to you this evening that I have received a check from Robert Whitley Jr. family trust fund for the full amount of \$79,513. She said based on the receipt of these funds I would like to request the same as I requested last month, that the Board of Commissioners approve awarding the construction contract for the installation at Swan Point, for the installation of the new water line extension at Swan Point for a value of \$229,122.50.

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

Commissioner Walker said I have a question. He said I've been told there was a lesser price PVC alternative. He said why wasn't that considered.

Ms. Smith said schedule forty, it's the thickness of the wall and the pressure that it's rated for.

Commissioner Walker said how many other projects like this have we adopted where they had an existing water system and we've taken it over.

Ms. Smith said that was done before I worked with the County but my understanding from the e-mail that you all received, there were two or three water lines or area subdivisions or motorhome parks that had water lines installed.

Commissioner Walker said I appreciate Mr. Whitley doing this and anything we can do to lessen his costs; I'd be interested in pursuing. He said if at all possible could we switch to the lower costing pipe.

Ms. Smith said no sir. She said the schedule forty that's not per the Water Departments specifications. She said I'd like to say one more thing about the Swan Point. She said next month on the consent agenda there will be a formal budget amendment but again, we couldn't prepare that until tonight but based upon your vote tonight we'll put that on the consent agenda next month.

Commissioner Booth said an amendment just to show you got the \$79,000.

Ms. Smith said yes sir, to show receiving the funds and moving it from one fund to another fund. She said so just the approval process for the auditors.

Commissioner Walker said how soon will this work start.

Ms. Smith said I've contacted McDavid and Associates and told them the plan tonight was to ask for approval to award so McDavid and Associates will contact them to start the process of submittals and check on the availability of materials so we're looking to get it done as quickly as we can.

Award Contract for Courthouse Annex Window Replacement and Canopy Repairs

Mr. West Overman said on June 17th we issued a request for proposals seeking bids for window replacement and canopy repairs on construction of the courthouse annex building. He said this was emailed directly to three local contractors, advertised on our website as well as some other venues. He said no bids were received for that posting. He said we issued a second request on July 8th and a copy of the RFP or partial copy of the RFP was attached in the agenda packet. He said the scope of the contract includes replacing twenty-five windows, repairing two existing canopies over entry doors as well as constructing a new canopy over a second-floor entry door to the district attorney's space. He said Public Works staff received the certificate of appropriateness for the project from the City of Washington on April 5th. He said on July 15th we received one bid from A.R. Chesson Construction Company for a lump sum price of \$126,360. He said that amount does include an allowance of \$2,000, which hopefully will not have to be used for potential framing or repairs when the windows are removed, if there's any water damage or anything. He said hopefully it won't have to be used but we put that there just in case. He said funding for this project was partially approved in the fiscal year 21/22 Capital Improvement

budget with a previous estimate of \$80,500. He said based on the requirements from the City of Washington Historic Preservation Commission, we have had to use clad wood windows instead of going with cheaper options so that has caused the initial estimate to increase however we are anticipating no additional funds will be required for this project based on some savings from other projects that are currently ongoing or in the planning process. He said if you have any questions I'll be happy to answer those about the RFP or anything you've got.

Commissioner Booth said you said you sent the bids to three contractors and why were these three picked out.

Mr. Overman said it's just three that we're familiar with that we thought would be proper and could handle the job.

Commissioner Booth said who did the last job.

Mr. Overman said that was Braddy Construction replaced a few windows. He said that was one that received the packet. He said there was no communication back from them.

Ms. Smith said it was also posted on the County website and the purchasing agent posted it to the State IPS.

Commissioner Booth said I understand, I just wanted to know why we sent it to just three people and that's what you told me.

Chairman Waters said when you look at the paperwork that we've got in here, like on the front of the building that you're looking at from 2nd Street there's four windows up top that are not circled. He said have they been replaced before.

Mr. Overman said yes, there are several windows that have been replaced recently. He said it is kind of a mismatched building as far as our windows go so hopefully this project will help make the building look more proper.

Chairman Waters said so what's been done previously, and this project will replace all of the windows in the Annex.

Mr. Overman said what you see circled is what's to be replaced. He said the ones that have been previously replaced in the past ten years will not be replaced.

Commissioner Walker said what will the canopies be made from.

Mr. Overman said the canopies, if you're familiar with the Courthouse Annex building, there's two over the rear doors. He said the one that will be constructed on the second floor we have told the Historical Commission it will be constructed as similarly as possible to the two that are on the first floor. He said they're similar to 4X4 wood framing, they'll all three have some metal roofing on top of them but we're going to match appearances as best we can.

Motion: Commissioner Booth motioned to approve awarding the contract to A.R. Chesson Construction for the amount of \$126,360. Chairman Waters seconded. The vote was unanimous.

Chairman Waters said one question before you leave. He said I drove by the solid waste at Yatesville, and it looks like it's ready to be open.

Mr. Overman said we are very close. He said I anticipate it being open some time this week.

Chairman Waters said so we're not going to have a ribbon cutting we're just going to open it up.

Mr. Overman said we can do a ribbon cutting if you want to, we'd be glad to do that.

Chairman Waters said I'd just as soon you just open it up.

See Addendum 4

Finance Report

Ms. Anita Radcliffe said real quick, just going to give you the latest sales tax numbers that came in today for the May sales. She said they came in at \$1.064 million and that's up \$64,000 from the same time last year, or 6.4%. She said we are trending at a surplus of about \$1.3 million for sales tax for fiscal year 21/22. She said remember we have one more month to go on that. She said I did take a quick look at the calculation I did for the additional payment for the schools since that

was based on an estimate a couple months back and now that we have actual sales tax numbers that have come in over the last couple of months that number is within \$5.00 of what I told you I thought it would be. She said that's all I have with us just being one month into the new fiscal year. She said I will tell you the auditors were here for a few days a couple weeks ago. She said that went really smoothly. She said they'll be back in late August to wrap up the audit so we can try to get the report in by the October deadlines.

Beaufort Promise Guidelines

Mr. Brian Alligood said as you'll recall at a previous meeting there was a request from the Board to look at the Beaufort Promise Scholarship guidelines with the County contributing funding to that and there were some questions about the guidelines. He said you'll find in your agenda books on page 153 through 154, Dr. Loope, the president of the Community College, sent these guidelines that outlines how the Beaufort Promise Scholarship program is put together and I'll draw your attention specifically to page 154, item #6. He said it reads "In order to receive funding from Beaufort County through funds allocated for subsidizing the Beaufort Promise Scholarship, students must be United States citizens and must prove residency in Beaufort County through one of the means detailed in #5". He said that talks about things like driver's licenses, other ways that would prove, a bill that shows they live in that particular area. He read "students who can prove residency in Beaufort County but not U.S. citizenship may still qualify for the Beaufort Promise Scholarship through private funds provided by the Colleges Foundation. The college will track all funds from Beaufort County separately from all other funds used to support Beaufort Promise and will not use Beaufort County funds to support any student not meeting the requirements of these guidelines." He said so essentially what they're saying is they put in all of the stipulations that were requested by the Board but they're also allowing any student that is looking to have a scholarship, they have private funds if they need that. He said I wanted to have that for the Boards review and any comments.

Chairman Waters said do we need to take action.

Mr. Alligood said so I don't know whether the Board necessarily needs to take any action. He said your request was that these items be included. He said the Community College is the one handling the program, I think they've met all of your requirements. He said unless you have an issue with this I would say that you're okay with saying we see it, we're fine, lets move forward.

Chairman Waters asked if everyone was fine.

Commissioner Walker said I am.

Commissioner Booth said I support what they're doing but I don't think any child that wants to go to college shouldn't be able to go that lives in Beaufort County. He said to me it kind of disturbs me the folks that didn't vote for it get in there what they want but I'm going to still support it because it's the best that we can get but I would've put that any child that lives in Beaufort County is eligible for this money. He said they pay taxes and everything but if this is the best that we can do I'm pleased with it.

Mr. Alligood said I think the Community College supports that same thought and that's why in their guidelines they've established opportunities through the foundation and through other private funds that anyone in Beaufort County who wants to attend school can do so.

Commissioner Booth said that's the reason I'm going to support it, but I still stand by what I said.

Mr. Alligood said I understand, and they recognize that and support that as well, but they also want to make sure that they've met the requirement from the Board of Commissioners because they want to be able to help additional people get an education.

Noise Ordinance Review

Chairman Waters said Mr. Alligood, are you going to handle this one.

Mr. Alligood said I'm kind of going to hand it off. He said my name got attached to it but it's really the County Attorney.

Mr. Francisco said the County Attorney is ready to go.

Mr. Alligood said there you go; he's going to take this one so I'm going to pass it off.

Mr. Francisco said the problem I have tonight is the main complainer about this that wanted us to review the situation, and it does need reviewing and I have reviewed it, he's not here tonight and we have two others that aren't here. He said I don't want to go through this twice and I just suggest, I am ready to go but I suggest we hit this at the next meeting.

Chairman Waters said I have no problem, otherwise you may have to do it again. He said let's do it one time.

Billy Mayo Portrait Contribution

Chairman Waters said as many of you know, Mr. Billy Mayo was associated with the County for a number of years. He said I can't recall right off hand how many years he was actually the attorney for the county, 30 years plus. He said when I was around him one day we were in the old courthouse, and we were walking downstairs. He said we finally got outside, he looked over at the new courthouse, he called it the new courthouse, and this was just a few years ago, he looked back at the one we just came out of, and he said you know we used to have all of our government in that one building and look at what we've got now. He said heck of a nice guy and he touched a lot of lives in Beaufort County, not only in government but doing personal legal work for a lot of people. He said they are in the process of doing a portrait. He said the bar association has made a contribution of \$2,000 and there's private donations of \$2,100 and I'm going to make a recommendation that we contribute \$2,900 which will bring it up to the total cost of \$7,000. He said as I understand it that will be hung in the Beaufort County Courthouse.

Vice-Chairman Langley said I have a question, I'm doing the math, it says \$7,000 correct.

Chairman Waters said yes.

Vice-Chairman Langley said \$2,000 from the bar, private contributions of \$2,100 and it also says Will Mayo has made a contribution. He said was his included in the private contributions or does he have an aside amount.

Chairman Waters said no, I think his contribution is involved in the other two that's already on there.

Motion: Commissioner Booth motioned to approve awarding \$2,900 towards the Billy Mayo portrait. Commissioner Walker seconded. The vote was unanimous.

Commissioner Richardson's Items

Chairman Waters said the items for discussion that Commissioner Richardson had, I'll read those:

1. Sales Tax Money for Schools
2. Combating Illegal Drugs in Beaufort County
3. Sheriff Coleman Office Hours
4. Jail Inmate Supervision Discussion

Chairman Waters said all of that will be tabled until next meeting.

Commissioner Comments

No Commissioners wished to speak.

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

Adjourned at 6:45 PM

Respectfully submitted to you by:

Kathleen Mosher

Clerk to the Board of County Commissioners

SEE ADDENDUM 1

Items for Consent

1. Tax Office Refunds Over \$100
2. Revaluation Copier Lease
3. LINKS Budget Amendment
4. LIHWAP Budget Amendment
5. ARPA Budget Amendment
6. Budget Amendment, Health
7. Health FY 23 Fees
8. Computer Programming and Maintenance Contract
9. Surplus, Sheriff's Office
10. Southern Albemarle Association Delegates
11. ABC Board Appointments
12. Minutes Approval



North Carolina Vehicle Tax System

July 2022 refunds over \$100 7/1-7/20

NCVTS Pending Refund report

Report Date 7/21/2022 12:31:35 PM

Payer Name	County Name	Secondary County	Refund Type	Refund Description	Refund Status	Created Date	Tax Jurisdiction	Tax Type	Amount	Refund Amount	Total Due
BOYD, RACHEL CLARE	BOYD, RACHEL CLARE		Proration	Refund Generated due to proration on Bill #006999615-2021-2021-0000-00	Reg. Out of state	07/18/2022	G01	Tax	(\$241.37)	\$0.00	(\$241.37)
							C02	Tax	(\$111.99)	\$0.00	(\$111.99)
										Refund	\$353.36
DAVIS, JAMES LAVERNE	DAVIS, JAMES LAVERNE		Adjustment >= \$100	Refund Generated due to adjustment on Bill #0067594762-2021-2021-0000	Situs error	07/18/2022	G01	Tax	\$0.00	\$0.00	\$0.00
							C01	Tax	(\$117.71)	\$0.00	(\$117.71)
							C01	Vehicle Fee	(\$5.00)	\$0.00	(\$5.00)
							F60	Tax	\$9.55	\$0.00	\$9.55
							E12	Tax	\$11.11	\$0.00	\$11.11
										Refund	\$102.05
GREENWOOD, EDDY LOREN	GREENWOOD, EDDY LOREN		Proration	Refund Generated due to proration on Bill #0067153731-2021-2021-0000-00	Vehicle Sold	07/19/2022	G01	Tax	(\$132.81)	\$0.00	(\$132.81)
							F63	Tax	(\$8.71)	\$0.00	(\$8.71)
							ER	Tax	(\$10.62)	\$0.00	(\$10.62)
										Refund	\$152.14
GRIEVE, DENNIS ELLIOT	GRIEVE, DENNIS ELLIOT		Proration	Refund Generated due to proration on Bill #0043244232-2021-2021-0000-00	Vehicle Sold	07/20/2022	G01	Tax	(\$136.35)	\$0.00	(\$136.35)
							C01	Tax	(\$115.63)	\$0.00	(\$115.63)
							C01	Vehicle Fee	\$0.00	\$0.00	\$0.00
										Refund	\$251.98
MANNIX, GREGORY LEE	MANNIX, GREGORY LEE		Proration	Refund Generated due to proration on Bill #0053406682-2021-2021-0000-00	Vehicle Sold	07/08/2022	G01	Tax	(\$168.95)	\$0.00	(\$168.95)
							F61	Tax	(\$16.22)	\$0.00	(\$16.22)
										Refund	\$185.17
MILLER, TOMMY GENE	MILLER, TOMMY GENE		Proration	Refund Generated due to proration on Bill #0067531702-2022-2022-0000-00	Vehicle Sold	07/14/2022	G01	Tax	(\$103.56)	\$0.00	(\$103.56)
							F63	Tax	(\$6.79)	\$0.00	(\$6.79)
							E05	Tax	(\$5.80)	\$0.00	(\$5.80)
										Refund	\$116.15
STOKES, ALAN HUNTLEY	STOKES, ALAN HUNTLEY		Proration	Refund Generated due to proration on Bill #0062053530-2021-2021-0000-00	Vehicle Sold	07/11/2022	G01	Tax	(\$92.06)	\$0.00	(\$92.06)
							C01	Tax	(\$78.07)	\$0.00	(\$78.07)
							C01	Vehicle Fee	\$0.00	\$0.00	\$0.00
										Refund	\$170.13
WEBB, MICHAEL GLENN	WEBB, MICHAEL GLENN		Proration	Refund Generated due to proration on Bill #0064312126-2021-2021-0000-00	Vehicle Sold	07/01/2022	G01	Tax	(\$196.41)	\$0.00	(\$196.41)
							F60	Tax	(\$13.51)	\$0.00	(\$13.51)
							E12	Tax	(\$15.71)	\$0.00	(\$15.71)
										Refund	\$225.63
										Refund Total	\$1556.61

		North Carolina Vehicle Tax System									
		Remaining June 2022 refunds over \$100									
		NCVTS Pending Refund report									
		Report Date 7/21/2022 12:23:24									
DOUGLAS, MEGAN ELIZABETH	DOUGLAS, MEGAN ELIZABETH	Promotion	0081829118	Refund Generated due to promotion on Bill #0081829118-2021- 2021-0000-00	Vehicle Sold	06/24/2022	G01	Tax	(\$80.31)	\$0.00	(\$80.31)
							C01	Tax	(\$68.10)	\$0.00	(\$68.10)
							C01	Vehicle Fee	\$0.00	\$0.00	\$0.00
										Refund	\$148.41
										Refund Total	\$148.41

880523	580813	#####	C9BEATB	0000030640-2021-2021-0000-00	REI	\$411.35	\$134.14
CORPREW, TOMYRA 126 EAST DRIVE WASHINGTON BEAUFORT NC 27889 <i>P.V.H. 5694676680.001</i>							
880379	580760	7/7/2022	C9BEATB	0000030640-2021-2021-0000-00	REI	\$109.45	\$109.45
CORPREW, ANTONIO 126 EAST DRIVE WASHINGTON BEAUFORT NC 27889 <i>D.M.H. 5694676680.001</i>							
	880377	580760	7/7/2022	0000030640-2021-2021-0000-00	REI	421.34	\$132.50
CORPREW TOMYRA 126 EAST DRIVE WASHINGTON BEAUFORT NC 27889 <i>P.V.H. 5694676680.001</i>							
880231	580721	#####	FPITTMAN	0009550881-2022-2021-0000-00 <i>N/A for P.V.</i>	RMV	\$366.83	\$165.63
TETTERTON, CLARENCE HOLMES 597 EVERETT RD WASHINGTON, NC 27889							



Proposal For:

Beaufort County Govt

Revaluation Group

Equipment:

Konica Minolta C250i

25 page per minute color system

Copy, scan, print and faxing capabilities

Pricing:

Maintenance agreement is pay as you go with black/white @ .008 and color @ .056

36-month lease agreement \$76 per month

****This price includes delivery and connection. The unit can be installed within 1 week.**

**Beaufort County
Finance**

**Budget
Amendment
Request**

Department: Social Services

Date of Request: August 1, 2022

FY Budget: 2023

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
105441.561003	Independent Living – LINKS (Exp.)	\$11,000	
100222.493674	Independent Living – LINKS (Rev.)	\$11,000	

Department Justification:

On July 15, 2022, the Director of Social Services received notification that there would be a one-time increase in LINKS funding to support the purchase of school uniforms and clothing. The LINKS program assists current and former eligible foster care youth and young adults ages 14-21 in achieving self-sufficiency through support services, resources, and LINKS special funds. This one-time payment will be \$500 per eligible individual and must be expended by September 30, 2022. Beaufort County will receive \$11,000.

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

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

County Position No. _____

State Position No. _____

APPROVAL	SIGNATURE	DATE
Department Head	<i>Melani Corprent</i>	7/21/22
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. _____	



NC DEPARTMENT OF
**HEALTH AND
HUMAN SERVICES**

ROY COOPER • Governor

KODY H. KINSLEY • Secretary

SUSAN OSBORNE • Assistant Secretary for Human Services

July 15, 2022

DEAR COUNTY DIRECTORS OF SOCIAL SERVICES

ATTENTION: DIRECTORS, CHILD WELFARE PROGRAM ADMINISTRATORS, MANAGERS,
SUPERVISORS, AND SOCIAL WORKERS

SUBJECT: ONE-TIME INCREASED CHAFEE (LINKS) TRANSITIONAL FUNDS

REQUIRED ACTION: ☐ Immediate ☒ Time Sensitive ☐ Information Only

PURPOSE: INFORM COUNTIES OF ADDITIONAL TIME-LIMITED TRANSITIONAL FUNDS

Chafee (LINKS) Transitional Funds

The John H. Chafee Foster Care Independence Program, LINKS in North Carolina, assists current and former eligible foster care youth and young adults ages 14-21 in achieving self-sufficiency through support services, resources, and LINKS Special Funds.

For SFY 2022-2023, North Carolina Department of Social Services (NCDSS) has a one-time use of additional Chafee funds available to support the purchase of school uniforms and clothing. To be eligible to receive this One-Time School Clothing and Uniforms funds allowance, a youth must meet the following three requirements *as of the date of the clothing allowance disbursement*.

1. Be between ages 14-17 years old
2. Be in foster care
3. Be open for LINKS Services in the Services Information System (SIS)

Each county using these funds can provide up to \$500.00 per youth and the additional time-limited funds provided must be expended by September 30, 2022.

1. Each county will follow the regular DSS-5217 form submission process. Please submit a separate DSS-5217 LINKS Reimbursement Form for the additional Time-Limited School Clothing and Uniforms reimbursement.
2. Submit the separate DSS-5217 Reimbursement Form via email to linksreimbursement@dhhs.nc.gov. Please ensure the subject line includes: **Your county name and One-Time School Clothing Allowance Reimbursement.**

LOCATION: 820 S. Boylan Avenue, McBryde Building, Raleigh, NC 27603
MAILING ADDRESS: 2410 Mail Service Center, Raleigh, NC 27699-2410
www.ncdhhs.gov • TEL: 919-527-6340 • FAX: 919-334-1123

AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

Attached is the One-Time LINKS Clothing Allowance budget that was calculated based on the number of youth ages 14-17 in foster care in each county's jurisdiction as of April 30, 2022.

If you have any questions, please contact Tori Marshall, State LINKS Coordinator at Tori.Marshall@dhhs.nc.gov.

Sincerely,

Carla McNeill

Carla McNeill, MSW
Section Chief for Permanency Planning
Division of Social Services, Child Welfare
North Carolina Department of Health and Human
Services

Cc: Susan Osborne, Assistant Secretary for Human Services
Lisa Tucker Cauley, Senior Director of Child, Family and Adult Services
Adrian Daye, Deputy Director for Child Welfare Practice
Tammy Shook, Interim Deputy Director for County Operations
Kathy Stone, Section Chief for Safety and Prevention Services
Kimaree Sanders, Interim Section Chief for Regulatory and Licensing
Peter West, Section Chief for County Operations

Attachment: One-Time LINKS Clothing Allowance Budget

CWS-34-2022

LOCATION: 820 S. Boylan Avenue, McBryde Building, Raleigh, NC 27603
MAILING ADDRESS: 2410 Mail Service Center, Raleigh, NC 27699-2410
www.ncdhhs.gov • TEL: 919-527-6340 • FAX: 919-334-1123

AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

One-Time LINKS Clothing Allowance Report
04/30/2022

County	Ages 14-17	Total
ALAMANCE	23	\$ 11,500.00
ALEXANDER	9	\$ 4,500.00
ALLEGHANY	11	\$ 5,500.00
ANSON	2	\$ 1,000.00
ASHE	10	\$ 5,000.00
AVERY	11	\$ 5,500.00
BEAUFORT	22	\$ 11,000.00
BERTIE	4	\$ 2,000.00
BLADEN	14	\$ 7,000.00
BRUNSWICK	35	\$ 17,500.00
BUNCOMBE	60	\$ 30,000.00
BURKE	38	\$ 19,000.00
CABARRUS	41	\$ 20,500.00
CALDWELL	23	\$ 11,500.00
CAMPDEN	4	\$ 2,000.00
CARTERET	8	\$ 4,000.00
CASWELL	2	\$ 1,000.00
CATAWBA	40	\$ 20,000.00
CHATHAM	7	\$ 3,500.00
CHEROKEE	19	\$ 6,500.00
CHOWAN	9	\$ 1,500.00
CLAY	6	\$ 3,000.00
CLEVELAND	42	\$ 21,000.00
COLUMBUS	28	\$ 14,000.00
Craven	19	\$ 9,500.00
CUMBERLAND	145	\$ 72,500.00
CURRITUCK	3	\$ 1,500.00
DARE	9	\$ 4,500.00
DAVIDSON	32	\$ 16,000.00
DAVIE	10	\$ 5,000.00
DUPLIN	9	\$ 4,500.00
DURHAM	66	\$ 33,000.00
EDGECOMBE	1	\$ 500.00
FORSYTH	42	\$ 21,000.00
FRANKLIN	7	\$ 3,500.00
GASTON	77	\$ 38,500.00
GATES	1	\$ 500.00
GRAHAM	6	\$ 3,000.00
GRANVILLE	9	\$ 4,500.00
GREENE	7	\$ 3,500.00
GUILFORD	113	\$ 56,500.00
HALIFAX	6	\$ 3,000.00
HARNETT	39	\$ 19,500.00
HAYWOOD	21	\$ 10,500.00

County	Ages 14-17	Total
HENDERSON	31	\$ 15,500.00
HERTFORD	3	\$ 1,500.00
HOKE	16	\$ 8,000.00
HYDE	5	\$ 2,500.00
IREDELL	17	\$ 8,500.00
JACKSON	13	\$ 6,500.00
JOHNSTON	37	\$ 18,500.00
JONES	2	\$ 1,000.00
LEE	5	\$ 2,500.00
LENOIR	14	\$ 7,000.00
LINCOLN	18	\$ 9,000.00
MAÇON	13	\$ 6,500.00
MADISON	11	\$ 5,500.00
MARTIN	7	\$ 3,500.00
MCDOWELL	16	\$ 8,000.00
MECKLENBURG	114	\$ 57,000.00
MITCHELL	6	\$ 3,000.00
MONTGOMERY	2	\$ 1,000.00
MOORE	13	\$ 6,500.00
NASH	6	\$ 3,000.00
NEW HANOVER	60	\$ 30,000.00
NORTHAMPTON	0	\$ -
ONSLOW	30	\$ 15,000.00
ORANGE	13	\$ 6,500.00
PAMLICÓ	2	\$ 1,000.00
PASQUOTANK	10	\$ 5,000.00
PENDER	7	\$ 3,500.00
PERQUIMANS	4	\$ 2,000.00
PERSON	20	\$ 10,000.00
PITT	58	\$ 29,000.00
POLK	8	\$ 4,000.00
RANDOLPH	49	\$ 24,500.00
RICHMOND	11	\$ 5,500.00
ROBESON	55	\$ 27,500.00
ROCKINGHAM	17	\$ 8,500.00
ROWAN	39	\$ 19,500.00
RUTHERFORD	19	\$ 9,500.00
SAMPSON	21	\$ 10,500.00
SCOTLAND	23	\$ 11,500.00
STANLY	3	\$ 1,500.00
STOKES	15	\$ 7,500.00
SURRY	14	\$ 7,000.00
SWAIN	12	\$ 6,000.00
TRANSYLVANIA	5	\$ 2,500.00

County	Age 14-17	Total
TYRRELL	0	\$ -
UNION	36	\$ 18,000.00
VANCE	14	\$ 7,000.00
WAKE	102	\$ 51,000.00
WARREN	2	\$ 1,000.00
WASHINGTON	9	\$ 4,500.00
WATAUGA	11	\$ 5,500.00
WAYNE	14	\$ 7,000.00
WILKES	64	\$ 32,000.00
WILSON	9	\$ 4,500.00
YADKIN	11	\$ 5,500.00
YANCEY	10	\$ 5,000.00

Beaufort County Finance

Budget Amendment Request

Department: Social Services

Date of Request: August 1, 2022

FY Budget: 2023

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
105480.586200	LIHWAP (Exp.)	\$20,653	
100222.493568	Energy Assistance (Rev.)	\$20,653	

Department Justification:

On July 7, 2022, the Director of Social Services received notification that the funding authorization for LIHWAP (Low Income Household Water Assistance Program) had been posted. LIHWAP is a temporary emergency program that helps eligible households afford water and wastewater services. Payments are made directly to the utility company. Households can apply for LIHWAP through September 30, 2023, or until funds run out. Beaufort County DSS budgeted \$72,626 for the program based on estimates and spending in FY22. The funding authorization amount is \$93,279, which is \$20,653 more than the budgeted amount.

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

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

County Position No. _____

State Position No. _____

APPROVAL	SIGNATURE	DATE
Department Head	<i>Melanie Carpenter</i>	7/21/22
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. _____	



DIVISION OF SOCIAL SERVICES

Low-Income Household Water Assistance Program (LIHWAP)

FUNDING SOURCE: American Rescue Plan Act (ARPA)

EFFECTIVE DATE: 7/01/2022

AUTHORIZATION NUMBER: 1

ALLOCATION PERIOD

FROM JUNE 2022 THRU MAY 2023 SERVICE MONTHS

FROM JULY 2022 THRU JUNE 2023 PAYMENT MONTHS

Co. No.	COUNTY	Initial (or Previous) Allocation		Additional Allocation		Grand Total Allocation	
		Funding Authorization					
		Federal	Total	Federal	Total	Federal	Total
01	ALAMANCE	257,630	257,630	0	0	257,630	257,630
02	ALEXANDER	44,021	44,021	0	0	44,021	44,021
03	ALLEGHANY	18,657	18,657	0	0	18,657	18,657
04	ANSON	59,396	59,396	0	0	59,396	59,396
05	ASHE	41,054	41,054	0	0	41,054	41,054
06	AVERY	22,604	22,604	0	0	22,604	22,604
07	BEAUFORT	93,279	93,279	0	0	93,279	93,279
08	BERTIE	46,707	46,707	0	0	46,707	46,707
09	BLADEN	78,513	78,513	0	0	78,513	78,513
10	BRUNSWICK	166,742	166,742	0	0	166,742	166,742
11	BUNCOMBE	367,752	367,752	0	0	367,752	367,752
12	BURKE	150,758	150,758	0	0	150,758	150,758
13	CABARRUS	206,871	206,871	0	0	206,871	206,871
14	CALDWELL	124,661	124,661	0	0	124,661	124,661
15	CAMDEN	8,502	8,502	0	0	8,502	8,502
16	CARTERET	71,539	71,539	0	0	71,539	71,539
17	CASWELL	39,821	39,821	0	0	39,821	39,821
18	CATAWBA	208,051	208,051	0	0	208,051	208,051
19	CHATHAM	64,783	64,783	0	0	64,783	64,783
20	CHEROKEE	46,342	46,342	0	0	46,342	46,342
21	CHOWAN	27,812	27,812	0	0	27,812	27,812
22	CLAY	18,164	18,164	0	0	18,164	18,164
23	CLEVELAND	191,900	191,900	0	0	191,900	191,900
24	COLUMBUS	120,506	120,506	0	0	120,506	120,506
25	CRAVEN	136,405	136,405	0	0	136,405	136,405
26	CUMBERLAND	677,284	677,284	0	0	677,284	677,284
27	CURRITUCK	24,119	24,119	0	0	24,119	24,119
28	DARE	32,356	32,356	0	0	32,356	32,356
29	DAVIDSON	235,080	235,080	0	0	235,080	235,080
30	DAVIE	44,224	44,224	0	0	44,224	44,224
31	DUPLIN	98,286	98,286	0	0	98,286	98,286
32	DURHAM	402,610	402,610	0	0	402,610	402,610
33	EDGECOMBE	142,477	142,477	0	0	142,477	142,477
34	FORSYTH	546,927	546,927	0	0	546,927	546,927
35	FRANKLIN	90,421	90,421	0	0	90,421	90,421
36	GASTON	331,327	331,327	0	0	331,327	331,327
37	GATES	16,572	16,572	0	0	16,572	16,572
38	GRAHAM	14,564	14,564	0	0	14,564	14,564
39	GRANVILLE	85,411	85,411	0	0	85,411	85,411
40	GREENE	41,553	41,553	0	0	41,553	41,553
41	GUILFORD	831,312	831,312	0	0	831,312	831,312
42	HALIFAX	142,273	142,273	0	0	142,273	142,273
43	HARNETT	193,524	193,524	0	0	193,524	193,524
44	HAYWOOD	90,118	90,118	0	0	90,118	90,118
45	HENDERSON	123,101	123,101	0	0	123,101	123,101
46	HERTFORD	54,708	54,708	0	0	54,708	54,708
47	HOKE	91,150	91,150	0	0	91,150	91,150

Low-Income Household Water Assistance Program (LIHWAP)

AUTHORIZATION NUMBER: 1

	COUNTY	Initial (or Previous) Allocation Funding Authorization		Additional Allocation		Grand Total Allocation	
		Federal	Total	Federal	Total	Federal	Total
48	HYDE	9,443	9,443	0	0	9,443	9,443
49	IREDELL	163,816	163,816	0	0	163,816	163,816
50	JACKSON	58,251	58,251	0	0	58,251	58,251
51	JOHNSTON	258,303	258,303	0	0	258,303	258,303
52	JONES	19,256	19,256	0	0	19,256	19,256
53	LEE	95,715	95,715	0	0	95,715	95,715
54	LENOIR	121,081	121,081	0	0	121,081	121,081
55	LINCOLN	105,857	105,857	0	0	105,857	105,857
56	MACON	46,886	46,886	0	0	46,886	46,886
57	MADISON	32,116	32,116	0	0	32,116	32,116
58	MARTIN	49,722	49,722	0	0	49,722	49,722
59	MCDOWELL	78,617	78,617	0	0	78,617	78,617
60	MECKLENBURG	1,340,215	1,340,215	0	0	1,340,215	1,340,215
61	MITCHELL	22,953	22,953	0	0	22,953	22,953
62	MONTGOMERY	42,000	42,000	0	0	42,000	42,000
63	MOORE	101,310	101,310	0	0	101,310	101,310
64	NASH	160,322	160,322	0	0	160,322	160,322
65	NEW HANOVER	268,028	268,028	0	0	268,028	268,028
66	NORTHAMPTON	48,847	48,847	0	0	48,847	48,847
67	ONslow	220,572	220,572	0	0	220,572	220,572
68	ORANGE	133,923	133,923	0	0	133,923	133,923
69	PAMLICO	18,487	18,487	0	0	18,487	18,487
70	PASQUOTANK	67,073	67,073	0	0	67,073	67,073
71	PENDER	77,552	77,552	0	0	77,552	77,552
72	PERQUIMANS	21,751	21,751	0	0	21,751	21,751
73	PERSON	63,148	63,148	0	0	63,148	63,148
74	PITT	330,582	330,582	0	0	330,582	330,582
75	POLK	23,903	23,903	0	0	23,903	23,903
76	RANDOLPH	212,243	212,243	0	0	212,243	212,243
77	RICHMOND	120,751	120,751	0	0	120,751	120,751
78	ROBESON	382,338	382,338	0	0	382,338	382,338
79	ROCKINGHAM	149,537	149,537	0	0	149,537	149,537
80	ROWAN	212,118	212,118	0	0	212,118	212,118
81	RUTHERFORD	130,004	130,004	0	0	130,004	130,004
82	SAMPSON	130,332	130,332	0	0	130,332	130,332
83	SCOTLAND	102,976	102,976	0	0	102,976	102,976
84	STANLY	91,316	91,316	0	0	91,316	91,316
85	STOKES	58,316	58,316	0	0	58,316	58,316
86	SURRY	118,379	118,379	0	0	118,379	118,379
87	SWAIN	20,648	20,648	0	0	20,648	20,648
88	TRANSYLVANIA	41,361	41,361	0	0	41,361	41,361
89	TYRRELL	7,649	7,649	0	0	7,649	7,649
90	UNION	181,622	181,622	0	0	181,622	181,622
91	VANCE	117,611	117,611	0	0	117,611	117,611
92	WAKE	855,769	855,769	0	0	855,769	855,769
93	WARREN	45,779	45,779	0	0	45,779	45,779
94	WASHINGTON	30,546	30,546	0	0	30,546	30,546
95	WATAUGA	56,797	56,797	0	0	56,797	56,797
96	WAYNE	212,505	212,505	0	0	212,505	212,505
97	WILKES	109,175	109,175	0	0	109,175	109,175
98	WILSON	174,245	174,245	0	0	174,245	174,245
99	YADKIN	45,880	45,880	0	0	45,880	45,880
100	YANCEY	29,759	29,759	0	0	29,759	29,759
Total		14,539,252	14,539,252	0	0	14,539,252	14,539,252

Low-Income Household Water Assistance Program (LIHWAP)

AUTHORIZATION NUMBER: I

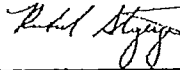
FUNDING SOURCE: Low-Income Home Energy Assistance
CFDA Number: 93.568
CFDA Name: Low-Income Home Energy Assistance
Award Name: Low-Income Home Energy Assistance
Award Number: 2101NCLWC6
Award Date: FFY 2022
Federal Agency: DHHS/ACF

GRANT INFORMATION: This represents 100% federal dollars.

XS411 Heading: LIHWAP CAA
Tracked on XS411: Federal Share 100%

OBLIGATIONS INCURRED AND EXPENDITURES MADE UNDER THIS ADVICE WILL BE SUBJECT TO
LIMITATIONS PUBLISHED BY FEDERAL AND STATE AGENCIES AS TO THE AVAILABILITY OF FUNDS

AUTHORIZED SIGNATURE



DATE:

July 7, 2022

**Beaufort County
Finance**

**Budget
Amendment
Request**

Department: Social Services

Date of Request: August 1, 2022

FY Budget: 2023

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
105310.562570	ARPA APS (Exp.)	\$17,588	
100222.493670	ARPA APS (Rev.)	\$17,588	

Department Justification:

The Dear County Director Letter dated February 17, 2022, notified DSS that the Division of Aging and Adult Services had allocated ARPA funding for Adult Protective Services. This funding will allow county department of social services to provide essential services for adults for whom the need for protective services has been substantiated. The funds are intended to assist with essential services such as the provision of medical care for physical and mental health, assistance in personal hygiene, assistance with obtaining appropriate food, clothing, providing heated and ventilated shelter, providing protection from health and safety hazards, and protection from abuse, neglect, and exploitation. Beaufort County's allocated amount is \$17,588.

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

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

County Position No. _____

State Position No. _____

APPROVAL	SIGNATURE	DATE
Department Head	<i>Melanie Corpeau</i>	7/21/22
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. _____	



NC DEPARTMENT OF
**HEALTH AND
HUMAN SERVICES**

ROY COOPER • Governor
KODY H. KINSLEY • Secretary
JOYCE MASSEY-SMITH, MPA •
Director, Division of Aging and Adult Services

February 17, 2022

DEAR COUNTY DIRECTOR OF SOCIAL SERVICES

ATTENTION: ADULT SERVICES SUPERVISORS AND PROGRAM MANAGERS

SUBJECT: ADULT PROTECTIVE SERVICES ESSENTIAL SERVICES FUND

REQUIRED ACTION: ☐ Information Only ☒ Time Sensitive ☒ Action Required

The Division of Aging and Adult Services (DAAS) has allocated \$1,500,00.00 of the American Rescue Plan Act (ARPA) of 2021 funding to an Adult Protective Services (APS) Essential Services Fund. This funding allows county departments of social services to provide essential services for adults for whom the need for protective services has been substantiated. These funds will assist adults to age in place, eliminating unnecessary institutionalization and promoting opportunities to return to a community-based setting when possible.

The fund is intended to assist county departments of social services in addressing identified protective services needs and mobilizing protective services where limited county funding and limited local resources may be a barrier. The funds are being made available in addition to any funds already allocated by the county and is not intended to replace funds already in place. Counties should ensure no other funding sources or resources are available to assist the individual prior to using the APS Essential Services Fund.

The APS Essential Services Fund must be used to provide and arrange for essential needs on behalf of an individual receiving Protective Services for Adults Planning and Mobilizing Services (SIS Code 204). The individual must be opened for SIS Code 204 services on a signed DSS-5027. If the individual is a recipient of the Community Alternatives Program (CAP) or the Special Assistance In Home Program (SAIH), counties should ensure that APS Essential Services Funds are used for needs that are not being covered through either of the programs.

These essential services needs include the provision of medical care for physical and mental health, assistance in personal hygiene, assistance with obtaining appropriate food, clothing, seeking and providing heated and ventilated shelter, providing for protection from health and safety hazards, and protection from abuse, neglect, and exploitation.

To account for these funds and receive reimbursement, your agency will need to complete an invoice for each individual receiving funding for the reimbursement month. The APS Essential Services Fund Reporting Tool is required to be completed for your agency to receive reimbursement for funding that meets the criteria for essential needs, and no other resources or funding opportunities are available. The APS Essential Services Fund Reporting Tool has been

NC DEPARTMENT OF HEALTH AND HUMAN SERVICES • DIVISION OF AGING AND ADULT SERVICES

LOCATION: 693 Palmer Drive, Taylor Hall, Raleigh, NC 27603
MAILING ADDRESS: 2101 Mall Service Center, Raleigh, NC 27699-2101
www.ncdhhs.gov • TEL: 919-855-3400 • FAX: 919-733-0443

AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

created using the Microsoft Forms program, the same program as the monthly Adult Services Survey.

The information required to submit the APS Essential Services Fund Reporting Tool includes:

- The county name submitting the invoice
- The first and last name of the county staff completing the invoice
- The email address of the staff completing the invoice
- The SIS ID of the individual open for 204 services receiving services through the Essential Services Fund
- The amount spent in each of the applicable categories for that individual:
 - Medication/medical care
 - Housing supports (rent/mortgage payments, taxes, hotels)
 - Groceries
 - Personal hygiene/clothing
 - Household supplies (appliances/furniture)
 - Home repairs/modifications
 - Personal Care (sitter/respite/personal care aid, life alert, adult day care)
 - Utilities (electric, gas, telephone, water, internet)
 - Health and wellness supplies
 - Transportation
 - Other (please describe)

The APS Essential Services Fund is available for use beginning February 1, 2022, through December 31, 2022. Your agency will be asked to complete one invoice for each individual receiving the APS Essential Services funding for each month funding is available. A link to submit the monthly invoices is provided in the attachment, APS Essential Services Fund Reporting Tool. Please enter all of February reimbursements on the February tool by March 1, 2022. Moving forward the tool must be completed by 5:00 p.m. on the first working day of the month for the previous month. For example, all requested reimbursements for March 2022 should be entered in the monthly tool by 5:00 p.m. on April 1, 2022. If you are unable to submit an invoice in the APS Essential Services Reporting Tool by the due date, you may submit the invoice the following month for reimbursement.

No prior approval is needed by your agency to utilize this funding. Your agency will complete the DSS-1571 Part II to receive reimbursement for the previous month. The invoices should be submitted to DAAS via the APS Essential Services Fund Reporting Tool as a part of this reimbursement process.

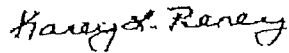
Please see the attached document, APS Essential Services Funding Authorizations SFY 2021-2022, with each county's allocation. Counties should track their monthly invoices to ensure you do not expend beyond your allocation. Any unused allocation for SFY 2021-2022, may be utilized in SFY 2022-2023, until December 31, 2022. If more than 20% of the funds remain on September 1, 2022, counties will be contacted to determine their plans and if the funds will be expended by December 31, 2022. If there are remaining funds, they will be reallocated according to the formula for those counties who have submitted invoices for the year and are able to utilize the funding. The funding formula for allocations is based on the number of individuals who received Protective Services in each county in SFY 2021-2022 and a weighted percent of 10% for SIS Code 202, 70% for SIS Code 204, and 20% based on the number of citizens at or below the poverty level for 2019.

We appreciate the contributions of the N.C. Association of County Directors of Social Services (NCACDSS) for the development of the definition of allowable services and the funding formula for the APS Essential Services Fund.

An in-service training will be conducted on February 24, 2022, during the monthly SA/AS Statewide Consultation that will explain the use of the funding and how to complete the APS Essential Services Reporting Tool.

If you have questions or need additional information, please contact Sarah M. Richardson at sarah.richardson@dhhs.nc.gov or the Adult Services listserv at dssasup@listserv.unc.edu.

Sincerely,



Karey Perez
Adult Services Section Chief

KP/smr/ctw

DAAS_AS_05_2005

Attachments: APS Essential Service Funding Authorizations SFY 2021-2022

APS Essential Services Fund Reporting Tool



DIVISION OF SOCIAL SERVICES

APS Essential Services

FUNDING SOURCE: APS Under SSA Title XX (CRRSA)

EFFECTIVE DATE: 07/01/2021

AUTHORIZATION NUMBER: 1

ALLOCATION PERIOD

FROM FEBRUARY 2022 THRU MAY 2022 SERVICE MONTHS

FROM MARCH 2022 THRU JUNE 2022 PAYMENT MONTHS

Co No.	COUNTY	Initial (or Previous) Allocation Funding Authorization		Additional Allocation		Grand Total Allocation	
		Federal	Total	Federal	Total	Federal	Total
01	ALAMANCE	78,895.00	78,895.00	0.00	0.00	78,895.00	78,895.00
02	ALEXANDER	7,521.00	7,521.00	0.00	0.00	7,521.00	7,521.00
03	ALLEGHANY	4,732.00	4,732.00	0.00	0.00	4,732.00	4,732.00
04	ANSON	3,501.00	3,501.00	0.00	0.00	3,501.00	3,501.00
05	ASHE	5,753.00	5,753.00	0.00	0.00	5,753.00	5,753.00
06	AVERY	1,022.00	1,022.00	0.00	0.00	1,022.00	1,022.00
07	BEAUFORT	17,588.00	17,588.00	0.00	0.00	17,588.00	17,588.00
08	BERTIE	4,951.00	4,951.00	0.00	0.00	4,951.00	4,951.00
09	BLADEN	4,078.00	4,078.00	0.00	0.00	4,078.00	4,078.00
10	BRUNSWICK	11,558.00	11,558.00	0.00	0.00	11,558.00	11,558.00
11	BUNCOMBE	53,764.00	53,764.00	0.00	0.00	53,764.00	53,764.00
12	BURKE	13,604.00	13,604.00	0.00	0.00	13,604.00	13,604.00
13	CABARRUS	15,426.00	15,426.00	0.00	0.00	15,426.00	15,426.00
14	CALDWELL	19,484.00	19,484.00	0.00	0.00	19,484.00	19,484.00
15	CAMDEN	804.00	804.00	0.00	0.00	804.00	804.00
16	CARTERET	15,813.00	15,813.00	0.00	0.00	15,813.00	15,813.00
17	CASWELL	4,047.00	4,047.00	0.00	0.00	4,047.00	4,047.00
18	CATAWBA	19,643.00	19,643.00	0.00	0.00	19,643.00	19,643.00
19	CHATHAM	6,255.00	6,255.00	0.00	0.00	6,255.00	6,255.00
20	CHEROKEE	8,364.00	8,364.00	0.00	0.00	8,364.00	8,364.00
21	CHOWAN	3,887.00	3,887.00	0.00	0.00	3,887.00	3,887.00
22	CLAY	2,900.00	2,900.00	0.00	0.00	2,900.00	2,900.00
23	CLEVELAND	18,386.00	18,386.00	0.00	0.00	18,386.00	18,386.00
24	COLUMBUS	7,735.00	7,735.00	0.00	0.00	7,735.00	7,735.00
25	Craven	28,322.00	28,322.00	0.00	0.00	28,322.00	28,322.00
26	CUMBERLAND	36,410.00	36,410.00	0.00	0.00	36,410.00	36,410.00
27	CURRITUCK	1,737.00	1,737.00	0.00	0.00	1,737.00	1,737.00
28	DARE	3,376.00	3,376.00	0.00	0.00	3,376.00	3,376.00
29	DAVIDSON	17,782.00	17,782.00	0.00	0.00	17,782.00	17,782.00
30	DAVIE	7,307.00	7,307.00	0.00	0.00	7,307.00	7,307.00
31	DUPLIN	9,735.00	9,735.00	0.00	0.00	9,735.00	9,735.00
32	DURHAM	55,966.00	55,966.00	0.00	0.00	55,966.00	55,966.00
33	EDGEcombe	11,723.00	11,723.00	0.00	0.00	11,723.00	11,723.00
34	FORSYTH	22,859.00	22,859.00	0.00	0.00	22,859.00	22,859.00
35	FRANKLIN	7,610.00	7,610.00	0.00	0.00	7,610.00	7,610.00
36	GASTON	95,621.00	95,621.00	0.00	0.00	95,621.00	95,621.00
37	GATES	2,408.00	2,408.00	0.00	0.00	2,408.00	2,408.00
38	GRAHAM	3,818.00	3,818.00	0.00	0.00	3,818.00	3,818.00
39	GRANVILLE	7,579.00	7,579.00	0.00	0.00	7,579.00	7,579.00
40	GREENE	3,131.00	3,131.00	0.00	0.00	3,131.00	3,131.00
41	GUILFORD	37,100.00	37,100.00	0.00	0.00	37,100.00	37,100.00
42	HALIFAX	7,811.00	7,811.00	0.00	0.00	7,811.00	7,811.00
43	HARNETT	10,881.00	10,881.00	0.00	0.00	10,881.00	10,881.00
44	HAYWOOD	13,487.00	13,487.00	0.00	0.00	13,487.00	13,487.00
45	HENDERSON	16,775.00	16,775.00	0.00	0.00	16,775.00	16,775.00
46	HERTFORD	5,535.00	5,535.00	0.00	0.00	5,535.00	5,535.00
47	HOKE	8,962.00	8,962.00	0.00	0.00	8,962.00	8,962.00

		Initial (or Previous) Allocation Funding Authorization		Additional Allocation		Grand Total Allocation	
COUNTY		Federal	Total	Federal	Total	Federal	Total
48	HYDE	1,601.00	1,601.00	0.00	0.00	1,601.00	1,601.00
49	JREDELL	13,583.00	13,583.00	0.00	0.00	13,583.00	13,583.00
50	JACKSON	6,816.00	6,816.00	0.00	0.00	6,816.00	6,816.00
51	JOHNSTON	26,209.00	26,209.00	0.00	0.00	26,209.00	26,209.00
52	JONES	1,029.00	1,029.00	0.00	0.00	1,029.00	1,029.00
53	LEE	2,910.00	2,910.00	0.00	0.00	2,910.00	2,910.00
54	LENOIR	5,733.00	5,733.00	0.00	0.00	5,733.00	5,733.00
55	LINCOLN	12,060.00	12,060.00	0.00	0.00	12,060.00	12,060.00
56	MACON	4,829.00	4,829.00	0.00	0.00	4,829.00	4,829.00
57	MADISON	5,820.00	5,820.00	0.00	0.00	5,820.00	5,820.00
58	MARTIN	2,615.00	2,615.00	0.00	0.00	2,615.00	2,615.00
59	MCDOWELL	7,229.00	7,229.00	0.00	0.00	7,229.00	7,229.00
60	MECKLENBURG	100,589.00	100,589.00	0.00	0.00	100,589.00	100,589.00
61	MITCHELL	2,540.00	2,540.00	0.00	0.00	2,540.00	2,540.00
62	MONTGOMERY	7,808.00	7,808.00	0.00	0.00	7,808.00	7,808.00
63	MOORE	9,901.00	9,901.00	0.00	0.00	9,901.00	9,901.00
64	NASH	7,161.00	7,161.00	0.00	0.00	7,161.00	7,161.00
65	NEW HANOVER	57,439.00	57,439.00	0.00	0.00	57,439.00	57,439.00
66	NORTHAMPTON	2,559.00	2,559.00	0.00	0.00	2,559.00	2,559.00
67	ONSLow	23,735.00	23,735.00	0.00	0.00	23,735.00	23,735.00
68	ORANGE	15,595.00	15,595.00	0.00	0.00	15,595.00	15,595.00
69	PAMLICO	1,181.00	1,181.00	0.00	0.00	1,181.00	1,181.00
70	PASQUOTANK	2,434.00	2,434.00	0.00	0.00	2,434.00	2,434.00
71	PENDER	15,091.00	15,091.00	0.00	0.00	15,091.00	15,091.00
72	PERQUIMANS	1,328.00	1,328.00	0.00	0.00	1,328.00	1,328.00
73	PERSON	8,993.00	8,993.00	0.00	0.00	8,993.00	8,993.00
74	PITT	55,869.00	55,869.00	0.00	0.00	55,869.00	55,869.00
75	POLK	5,383.00	5,383.00	0.00	0.00	5,383.00	5,383.00
76	RANDOLPH	8,111.00	8,111.00	0.00	0.00	8,111.00	8,111.00
77	RICHMOND	6,018.00	6,018.00	0.00	0.00	6,018.00	6,018.00
78	ROBESON	67,513.00	67,513.00	0.00	0.00	67,513.00	67,513.00
79	ROCKINGHAM	24,578.00	24,578.00	0.00	0.00	24,578.00	24,578.00
80	ROWAN	11,231.00	11,231.00	0.00	0.00	11,231.00	11,231.00
81	RUTHERFORD	4,973.00	4,973.00	0.00	0.00	4,973.00	4,973.00
82	SAMPSON	18,951.00	18,951.00	0.00	0.00	18,951.00	18,951.00
83	SCOTLAND	7,266.00	7,266.00	0.00	0.00	7,266.00	7,266.00
84	STANLY	6,805.00	6,805.00	0.00	0.00	6,805.00	6,805.00
85	STOKES	5,226.00	5,226.00	0.00	0.00	5,226.00	5,226.00
86	SURRY	16,426.00	16,426.00	0.00	0.00	16,426.00	16,426.00
87	SWAIN	6,822.00	6,822.00	0.00	0.00	6,822.00	6,822.00
88	TRANSYLVANIA	6,263.00	6,263.00	0.00	0.00	6,263.00	6,263.00
89	TYRRELL	1,764.00	1,764.00	0.00	0.00	1,764.00	1,764.00
90	UNION	17,061.00	17,061.00	0.00	0.00	17,061.00	17,061.00
91	VANCE	5,358.00	5,358.00	0.00	0.00	5,358.00	5,358.00
92	WAKE	64,625.00	64,625.00	0.00	0.00	64,625.00	64,625.00
93	WARREN	2,308.00	2,308.00	0.00	0.00	2,308.00	2,308.00
94	WASHINGTON	1,657.00	1,657.00	0.00	0.00	1,657.00	1,657.00
95	WATAUGA	3,518.00	3,518.00	0.00	0.00	3,518.00	3,518.00
96	WAYNE	18,109.00	18,109.00	0.00	0.00	18,109.00	18,109.00
97	WILKES	14,499.00	14,499.00	0.00	0.00	14,499.00	14,499.00
98	WILSON	21,561.00	21,561.00	0.00	0.00	21,561.00	21,561.00
99	YADKIN	2,241.00	2,241.00	0.00	0.00	2,241.00	2,241.00
100	YANCEY	3,430.00	3,430.00	0.00	0.00	3,430.00	3,430.00
Total		1,500,000.00	1,500,000.00	0.00	0.00	1,500,000.00	1,500,000.00

APS Essential Services

AUTHORIZATION NUMBER: 1

FUNDING SOURCE: APS Under SSA Title XX (CRRSA)

CFDA Number: 93.747

CFDA Name: APS Under SSA Title XX (CRRSA)

Award Name: APS Under SSA Title XX (CRRSA)

Award Number: 2101NCAPCS-00

Award Date: FFY 2021

Federal Agency: DHHS/ACF

GRANT INFORMATION: This represents 100% federal dollars.

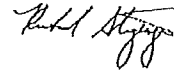
XS411 Heading: APS Essential Svcs

Tracked on XS411: Federal Share 100%

OBLIGATIONS INCURRED AND EXPENDITURES MADE UNDER THIS ADVICE WILL BE SUBJECT TO
LIMITATIONS PUBLISHED BY FEDERAL AND STATE AGENCIES AS TO THE AVAILABILITY OF FUNDS

THIS FUNDING AUTHORIZATION IS CONTINGENT UPON APPROPRIATION BY THE NORTH CAROLINA G
THESE AMOUNTS ARE CURRENTLY ESTIMATES AND ARE SUBJECT TO CHANGE UPON APPROPRIATION

AUTHORIZED SIGNATURE



DATE:

January 31, 2022

**Beaufort County
Finance**

**Budget
Amendment
Request**

Department: HEALTH

Date of Request: 8/1/22

FY Budget: 2023

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
100221-454090	WIC Breastfeeding	\$500	
100221-454030	WIC Client Services	\$5,113	
105167-540000	WIC Equipment	\$5,613	
100600-460000	Misc Health Grants	\$5,710	
105158-526014	FFESMM Grant Supplies	\$2,710	
105158-519316	Behavioral Health Community Grant	\$3,000	
100211-445197	COVID-19 (AA 543)	\$95,453	
105120-551000	COVID Capital Outlay Equipment	\$92,204	
105120-526110	COVID Supplies	\$2,953	
105120-540003	COVID Equipment	\$296	
109991-499100	Appropriated County Fund Balance	\$92,068	
105158-519315	KBR Substance/Behavioral Health Grant	\$92,068	

Department Justification: Additional state funding and Vidant Community Health Grants. KBR Grant received in FY22. Carryover request of unspent funds \$92,068.

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

County Position No. N/A

State Position No. N/A

APPROVAL	SIGNATURE	DATE
Department Head	 James Madison (Jul 22, 2022 12:38 EDT)	Jul 22, 2022
Finance Officer		
	This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.	
County Manager	Required for Interdepartmental transfers.	
Board of Commissioners	Agenda Item No. _____ Reference No. _____	



Beaufort County
Agenda Abstract

Meeting Date: 8/1/2022

Agenda Section: Item for Consent

Presenter: James Madson, Public Health

Agenda Title: Health FY23 Fees

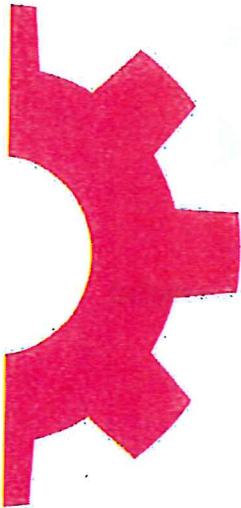
Summary of Information: Request to approve the following fees. Board of Health approved on July 19, 2022.

CPT Code	Description	Current Fee	Proposed Fee
0081A	Pfizer Pediatric 1 st Dose COVID-19 Vaccine Administration Fee	\$0	\$20.00
0082A	Pfizer Pediatric 2 nd Dose COVID-19 Vaccine Administration Fee	\$0	\$30.00
0083A	Pfizer Pediatric Booster Dose COVID-19 Vaccine Administration Fee	\$0	\$30.00

Submitter Recommendations/Motions: Staff recommend approving the fee revisions as presented.

Attachments:

Computer Programming Service Contract for MapCo Software Systems, Websites & Associated Technologies



Prepared for:
Jennifer Whitehurst,
Beaufort County NC

Prepared by:
Dwight Taylor

This SERVICE CONTRACT (this "Agreement" or this "Service Contract"), effective as of July 1, 2022, is made and entered into by and between, Beaufort County, a body politic of the State of North Carolina, Jennifer Whitehurst, the duly elected Register of Deeds, with offices located at 112 W 2nd Street, Washington, NC 27889 (hereinafter the "Customer"), and Dwight Taylor, a computer programming contractor, with a registered address located at address 128 Sugar Creek Rd., Weaverville, NC 28787 (hereinafter the "Contractor").

Whereas, Contractor and Customer desire to enter into a relationship in which Contractor will provide Services & Deliverables as specified in that sub section of, and included in, the Statement of Work in Attachment A and in which Customer will provide payment to Contractor as specified in the sub section Price and payment schedule, also included in the Statement of Work in Attachment A.

Now, therefore, in consideration of the premises, and of the mutual promises and undertakings herein contained, the parties, intending to be legally bound, do hereby agree as follows:

1. Definitions

For purposes of this Agreement, the following terms shall have the following meanings:

- a. "Services" means any and all services specified in the Statement of Work (as defined below).
- b. "Deliverables" means any tangible property, including software media, delivered to Customer under this Service Contract, as specified in the Statement of Work.
- c. "Project" means the combination of Services and Deliverables to be provided under this Agreement.

2. Statement of work

Contractor shall perform and deliver the Project as set forth in the Statement of Work issued against and subject to the terms and conditions of this Agreement.

The work which Contractor shall perform shall be specified in the Statement of Work—attached hereto as Attachment A—which will be written under the terms and conditions of this Agreement. The Statement of Work shall specify: (i) description of Services and Deliverables, (ii) schedule for Deliverables, and (iii) Price and payment schedule.

3. Term

The term of this Agreement shall commence on July 1, 2022, and shall continue thereafter until terminated in writing by one of the parties, or as provided in Section 11 below.

4. Terms of payment

- a. **Price.** Projects will be performed on a firm fixed price basis or a time and materials basis, as indicated in the applicable Statement of Work. Any additional or unscheduled Services or Deliverables to be provided by Contractor outside of the Statement of

Work must be mutually agreed upon in writing signed by both parties hereto referencing this Agreement.

b. Taxes. The Project Price does not include and Customer is responsible for all taxes (except taxes on Contractor's income) tariffs, and any similar charges imposed upon or related to the Services or Deliverables or their delivery or use.

c. Payment schedule. Customer will receive invoices based upon the billing/payment schedule contained in the applicable Statement of Work. Invoices will contain a description of the Services or Deliverables provided. Invoices are due and payable within 30 days of Contractor's invoice date. Interest may be charged on all amounts unpaid after 30 days at the annual rate of 1-1/2 percent per month or the highest legal rate, whichever is lower. If any invoice is not paid when due, Contractor may suspend provision of Services and/or Deliverables without liability or penalty until final resolution of the matter.

d. Title and security interest. Contractor reserves a purchase money security interest in each Deliverable until payment of the Project Price is received. Customer agrees to sign, upon request, any documents necessary to protect Contractor's security interest in all Deliverables.

5. Deliverables

Except for commercial off-the-shelf type products where the license for such products is contained in the applicable Statement of Work, Customer shall have exclusive unlimited ownership rights to all deliverables developed under this Agreement.

All of the foregoing shall be deemed to be work made for hire, except as hereafter specified, and belong to Customer, with Customer having the sole right to obtain, hold, and renew, in its own name or for its own benefit, patents, copyrights, registrations, or other appropriate protection.

Customer acknowledges that Contractor uses, or may develop hereunder, methods, concepts, code sequences, format, sequence structure, organization, menu command hierarchy, templates, masks, user interface, techniques, program organization, database structuring techniques, and the like (Contractor proprietary items) that are proprietary to Contractor.

The MapCo software framework is owned by Green Light Coding and Contractor and is not to be redistributed. The current specific implementation of the MapCo software framework for Customer is owned by Customer.

It is agreed that these Contractor proprietary items shall remain the sole and exclusive property of Contractor. Contractor grants Customer a perpetual, non-exclusive, paid-up license to use Contractor proprietary items subject to the following:

- a.** Customer may use Contractor proprietary items solely in connection with the products purchased hereunder, for the purpose for which those products were originally purchased.
- b.** Customer may not transfer, sell, or otherwise dispose of any Contractor proprietary items without the prior written consent of Contractor.
- c.** This license gives no title or ownership rights in Contractor proprietary items or related intellectual property to Customer.
- d.** If software source code is delivered to Customer under this license, Customer agrees to keep the source code strictly confidential in accordance with Section 13 below.
If software object code is delivered, Customer will not copy or modify the software or subject the software to any process intended to create computer source code from Contractor proprietary items.
- e.** Customer agrees to retain or reproduce on all copies of any Contractor proprietary items all copyright notices and other proprietary legends and all trademarks or service marks of Contractor or any third party.
- f.** Customer will have no rights to assign or sell the license granted herein to others.
- g.** If Customer orders any commercial off-the-shelf type products, a separate licensing agreement shall be negotiated and shall become part of the applicable Statement of Work.
- h.** Customer grants Contractor a perpetual non-exclusive, paid-up license to use all portions of the deliverables first developed by Contractor during the performance of this Agreement, not to include content or any material provided to Contractor by Customer.

6. Acceptance

The Deliverables, if any, shall be deemed accepted by Customer upon completion of the following acceptance test:

- a. Immediately upon receipt of said Deliverables, Customer shall promptly perform testing of the Deliverables to confirm that the Deliverables perform in accordance with the documentation or other standards applicable thereto as set forth in the Statement of Work.
- b. Customer shall either promptly provide Contractor with written acceptance of the Deliverables, or deliver to Contractor a detailed written statement of nonconformities to be corrected prior to Customer's acceptance of the Deliverables. Unless otherwise agreed to in writing by the parties, Contractor will redeliver corrected Deliverables to Customer within a reasonable amount of time after receipt of such statement of nonconformities.
- c. Following redelivery of corrected Deliverables, a new acceptance test shall be immediately commenced by Customer. Any such written statement of nonconformities shall provide sufficient detail to enable Contractor to remedy the failure to conform to the Completion Criteria.

If Customer fails to provide a written acceptance or a written statement of nonconformities within five (5) days of initial receipt of said Deliverables or such other mutually acceptable period as defined in the applicable Statement of Work, or within five (5) days of re-delivery of said corrected Deliverables or such other mutually acceptable period, the Deliverables shall be deemed immediately accepted by Customer.

7. Warranties and remedies

- a. Contractor warrants deliverable functionality substantially as defined in the Statement of Work for a period of 30 days following final delivery.
- b. Contractor warrants that with respect to any Deliverable assigned by Contractor to Customer that Contractor has the right to transfer title to Customer.
- c. Contractor further warrants that to its knowledge the Deliverables do not infringe any intellectual property right held by a third party.

d. Customer's sole and exclusive remedy and Contractor's only obligation for breach of the warranty hereunder will be, at Contractor's option, to correct any material errors in provision of Services or to replace or repair Deliverables which do not conform to the warranty.

In order for Customer to exercise this remedy, Customer must give Contractor written notice of such nonconformity within the warranty period, and Contractor must determine that any nonconformity did not arise due to any cause specified below.

Contractor shall be given free and full access to deliverables to make corrections, and Customer shall promptly inform Contractor of any changes in the location of Deliverables during the warranty period. If this remedy is adjudged to have failed of its essential purpose, Contractor's total liability will be to refund the price paid to Contractor by Customer, based on the number of specific Contractor work hours involved, for the nonconforming Deliverables.

The remedy provided by Contractor for breach of warranty does not include the following, which may be provided, at Contractor's sole option, at Contractor's then-current time and materials rates:

- i. Repair of damage to Deliverables caused by Customer during unpacking.
- ii. Repair of damage caused by events beyond Contractor's reasonable control.
- iii. Repair of damage caused by Customer's improper installation, relocation, or rearrangement of Deliverables.

e. Except for the warranties stated in this Section, Contractor DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE SERVICES AND DELIVERABLES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST NON-INFRINGEMENT.

Contractor expressly does not warrant that the operation of Deliverables which are software shall be uninterrupted or error-free; or that Deliverables will operate on any system, or with any software, other than the system with which the Contractor tested such Deliverables. Contractor does not warrant any third-party software development tools. Contractor specifically does not warrant the accuracy of any technical or subject matter content of the courseware or software that is based upon information or direction provided by Customer.

8. Limitation of liability

The total liability of Contractor to Customer from any cause whatsoever, will be limited to the lesser of Customer's actual damages or the Project price paid to Contractor for those Services and Deliverables in a Project that are the subject of Customer's claim.

In no event will either party be liable for SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, including but not limited to loss of profits, revenues, data or power, damage to or loss of the use of products, damage to property, claims of third parties, including personal injury or death, suffered as a result of provision of Services or use of Deliverables.

Time for Claims. All claims against Contractor must be brought within one (1) year after the cause of action arises and Customer waives any statute of limitations which might apply by operation of law or otherwise.

9. Indemnification

Customer shall defend, indemnify, and save Contractor harmless, at Customer's own expense, against any action or suit brought for any loss, damage, expense or liability that may result by reason of an infringement of any patent, trademark, copyright, or trade secret based upon the normal and intended use of the Deliverables furnished to Contractor hereunder.

Should any of the Deliverables furnished to Contractor hereunder become the subject of a claim of any infringement of a patent, trademark, copyright, or trade secret, Customer shall, at its option and expense, deliver non-infringing material, modify the material so that it becomes non-infringing, or procure for Contractor the right to continue using Customer's infringing material.

Customer agrees to indemnify and hold Contractor harmless against all claims, liabilities, demands, damages, or expenses (including attorneys' fees and expenses) arising out of or in connection with Customer's use of the Deliverables.

10. Force majeure

Neither party shall be liable for failure to perform, nor be deemed to be in default, under this Agreement for any delay or failure in performance resulting from causes beyond its reasonable control, including but not limited to failure of performance by the other party, acts of state or governmental authorities, acts of terrorism, natural catastrophe, fire, storm, flood,

earthquake, riot, insurrection, civil disturbance, sabotage, embargo, blockade, acts of war, or power failure. In the event of such delay, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of any such delay.

11. Termination

Termination of Project. Customer reserves the right to terminate a Project in whole or in part, upon 30 days written notice to Contractor. In the event the Project is terminated by Customer prior to completion, Contractor shall use its best efforts to conclude or transfer the Project, as directed by Customer, as expeditiously as possible.

Contractor shall not undertake further work, incur additional expenses, or enter into further commitments with regard to the Project after receiving such notice of termination from Customer, except as mutually agreed upon by the parties.

In the event of termination of a Project as described above, Contractor shall be entitled to compensation as follows:

- a.** All payments due and owing under this Agreement at the time of Contractor's receipt of the written notice of termination for work completed and in progress;
- b.** Reimbursement for any non-cancelable services and commitments entered into by Contractor, in connection with the Project being terminated, provided Contractor provides Customer with documentation of completion of work or expenses incurred.

Termination of the Project shall not affect either party's obligations in connection with any other ongoing Projects and the rights and obligations of all non-terminating parties to the Agreement shall remain in full force and effect.

Failure by either party to comply in any material respect with any of its obligations in this Agreement shall entitle the other party to give notice to the party in default requiring it to cure such default. If such default is not cured within 30 days after receipt of such notice, the notifying party shall be entitled to terminate this Agreement by giving notice of such termination to take effect immediately.

The right of either party to terminate this Service Contract, as herein provided, shall not be affected in any way by its waiver of, or failure to take action with respect to, any previous default.

12. Delay or suspension of work

If Customer's acts or failure to act causes Contractor to delay or suspend performance of Services, Contractor and Customer will mutually agree to one of the following remedies:

- a. Contractor will use reasonable efforts to continue performance as practicable under the circumstances and Customer will continue to make all scheduled payments; or
- b. Contractor will re-assign personnel to extend Contractor's work schedule without liability, and Customer will pay all additional costs, if any.

Notwithstanding the above, Contractor shall have the right to invoice Customer for any work performed to date of suspension.

13. Confidentiality

Contractor and Customer acknowledge that during the course of the performance of a Project, information of a confidential nature may be disclosed between the parties. Such information, excluding the Deliverables and any other information incident to the Deliverables that a party could reasonably be expected to be provided to the other party as contemplated hereunder, shall be considered confidential information ("Confidential Information").

Neither party has the right to disclose the Confidential Information of the other, in whole or in part, to any third party, and neither party will make use of the Confidential Information of the other for its own or a third party's benefit or in any way use such Confidential Information other than for the purposes of performance of this Agreement without the prior written consent of the disclosing party. Each party agrees to take all steps reasonable to protect the other's Confidential Information from unauthorized use and/or disclosure.

The parties agree not to copy in whole or in part, any Confidential Information nor modify the same in any way without prior written consent from the other party. Neither party will be liable to the other for the disclosure of Confidential Information if, as shown by clear and convincing evidence, the Confidential Information: (a) is generally known to the public at the time of disclosure by the disclosing party; or (b) becomes generally known to the public through no fault of the receiving party; or (c) was lawfully in the possession of the receiving party prior to signing this Agreement; or (d) is subject to applicable United States laws or a valid court order requiring disclosure of such Confidential Information.

In any judicial proceeding, it will be presumed that the Confidential Information in question constitutes protectable trade secrets of the disclosing party, and the receiving party shall bear the burden of proving that the Confidential Information was publicly or rightfully known or disclosed.

14. Publicity

Contractor may use Customer's name or mark and identify Customer as a client of Contractor, on Contractor's website and/or marketing materials. Contractor may issue a press release, containing Customer's name, related to any award under this Agreement.

Neither party will use the other party's name or marks, refer to or identify the other party for any other reason, except as established in this section, without such other party's written approval. Any approval required under this Section shall not be unreasonably withheld or delayed by either party.

15. Subcontracting

Contractor may, at its option, subcontract work under a Statement of Work but Contractor's use of subcontractors shall not affect its responsibilities under the applicable Statement of Work. Moreover, Contractor shall be fully responsible for work done by its subcontractors within the scope of the applicable Statement of Work as it is for work done by its own employees.

Contractor shall have written agreement(s) with its subcontractors that contain, at a minimum, clauses that are the same as or comparable to the sections of this Agreement regarding ownership rights and confidentiality of Customer's materials.

16. General terms

a. This Service Contract shall be deemed to have been made, executed and delivered in the State of North Carolina and shall be construed in accordance with the laws of the State of North Carolina.

b. Notices. Notices to be given by either party under this Agreement shall be sent by certified mail, express overnight delivery, or telecopy to the attention of the other party at the addresses of the parties as first set forth above.

c. SEVERABILITY AND ASSIGNMENT. The invalidity or unenforceability, in whole or in part, of any provision in this Agreement shall not affect in any way the remainder of the provisions herein. This Agreement may not be assigned by Customer without Contractor's consent.

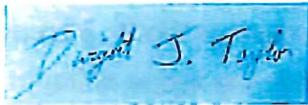
d. Entire agreement. This Agreement, together with any other materials referenced in or expressly made a part of the Agreement, constitutes the final and entire Agreement between Contractor and Customer and supersedes all prior and contemporary agreements, oral or written.

e. Counterparts. The Parties hereto agree that facsimile signatures shall be as effective as if originals. This Agreement may be executed via facsimile in any number of counterparts, all of which taken together shall constitute one and the same agreement.

In Witness Whereof, this Agreement is duly executed by the duly authorized representatives of the parties as set forth below:

Dwight Taylor

[Customer.FirstName] [Customer.LastName]



Attachment A

Statement of work

THIS STATEMENT OF WORK (this "Statement of Work") is entered into by and between Beaufort County NC Register of Deeds represented by Jennifer Whitehurst and Dwight Taylor pursuant to the Service Contract entered into by the parties as of July 1, 2022.

Description of services and deliverables

Contractor will provide up to 10 hours of services per month in a prioritized manner to be determined specifically by Customer and communicated directly to Contractor where both the communication and completion of tasks are finalized in a timely manner. All services and deliverables are to be related to the priorly developed MapCo software system & associating vendors, server hosts, databases, websites and files unless another agreement between Customer and Contractor is formalized in advance. Service hours which exceed this monthly limit must be negotiated and agreed upon in advance by both Customer and Contractor:

Services and Deliverables :

- Regular consultations & communications via email, text messaging &| phone conversations between Contractor and Customer, represented in this case by mainly, though not limited to, Jennifer Whitehurst. Responses to questions from both Customer and Contractor will be answered by the other party in a timely manner.
- Vendor analysis & communications as needed to complete desired services. Currently this may include, but is not limited to GoDaddy & Green Light Coding. Contractor is not to be held responsible for delays associated with current vendors used by Customer. Any such delays negate all Contractor liabilities that are due to and in accordance with that delay.
- Troubleshooting & debugging of software along with related host server issues, databases, maps, images, pdfs, directories, code files, etc.
- Implementation of desired fixes related to known issues found after troubleshooting and debugging.

- Implementation of software system, host & website updates & upgrades as desired by Customer.
- Computer programming related to the above services using PHP, SQL, HTML, JavaScript, XML, CSS and any other necessary languages along with the implementation of any new framework code and plugins.
- Image and PDF editing of files related to the software and websites.
- MySQL database maintenance, table creation/alterations, normalization, backups and reports as desired by Customer.
- Host server, database, and other custom reports as desired by Customer.
- Higher level security implementations including the installation and setup of an SSL certificate, the addition of multi-level logins and corresponding access & visibility of website areas and other security measures as desired by Customer.

Schedule for deliverables

Contractor will upload most deliverables which will include but are not limited to files of various types (various code languages, images, pdfs, database files, backups, etc.). Deliverables including any of these may also be delivered to Customer via the Internet. Physical Deliverables desired by Customer and communicated to Contractor in advance will be printed and mailed within a reasonable time as agreed upon by both Customer and Contractor via email or text.

Price and payment schedule

Customer shall pay the following fees and expenses:

\$700.00 every month for all work outlined in the Services & Deliverables section to be paid by Customer to Contractor at the beginning of each month up and until Termination of Project.

Additional work efforts requested by Customer that lie outside of the scope of Project or any additional hours requested in any given month in order to complete time-sensitive or other important tasks determined by Customer that lie inside the scope of Project must be negotiated in advance and agreed upon by both parties. If this were to occur and to where both parties agree, Contractor will send an additional invoice to Customer at the rate of \$100/hour, to be paid in addition to the monthly

price for all Services & Deliverables at the beginning of the next month when the additional work was completed.

Travel expenses are not included in the fixed monthly price and will be invoiced at actual cost. Other direct costs such as those related to other vendors or other services being used but not managed by Contractor are not included in the fixed price and will be invoiced at actual cost plus administrative burden if it is agreed upon by both parties that Contractor is to manage. The fixed price set forth above does not include sales or use tax which, if applicable, will be invoiced as a separate item.

Invoices shall be mailed to the following address: 112 W 2nd Street, Washington, NC 27889 or emailed to Jennifer Whitehurst at jennifer.whitehurst@beaufortcountync.gov

Payments of invoices shall be mailed to Contractor with the following address: Dwight Taylor 128 Sugar Creek Rd. Weaverville, NC 28787

SOUTHERN ALBEMARLE ASSOCIATION, INC.

MEMBER COUNTIES: BEAUFORT, DATE, HYDE, MARTIN, TYRRELL, WASHINGTON
Organized 1935

TO: Beaufort County Board of Commissioners
FROM: Dr. Stacey Gerard, Vice President of the Beaufort County Delegation
DATE: July 20, 2022
SUBJECT: List of yearly delegates for your approval

Beaufort County Executive Committee

10 members PLUS any Past Presidents

1	Ms. Dianne Bowen	PO Box 279	Pantego	NC	27860
2	Ms. Debra Cayton	2331 Tunstall Swamp Road	Aurora	NC	27806
3	Mr. Brian Alligood	121 West 3rd Street	Washington	NC	27889
4	Mr. Greg Coltrain	2193 NC 99 Highway South	Belhaven	NC	27810
5	Mr. Surry Everette	PO Box 1012	Bath	NC	27808
6	Dr. Stacey Gerard	5337 US Highway 264 East	Washington	NC	27889
7	Ms. Catherine Glover	PO Box 665	Washington	NC	27889
8	Ms. Sonja Griffin	210 Dogwood Drive	Washington	NC	27889
9	Ms. Darlene Paul	111 Seed Tick Neck Road	Pinetown	NC	27865
10	Dr. Marvin Bradley	321 Smaw Road	Washington	NC	27889
11	Mr. Joe Cahoon	6729 Free Union Church Road	Pinetown	NC	27865
12	Mrs. Betty Moore	2818 Wheat Patch Road	Belhaven	NC	27810
13	Mrs. Judith Lannon	741 Cayton Landing Road	Aurora	NC	27806

Beaufort County Commissioners

14	Mr. Ed Booth	1122 Van Norden Street	Washington	NC	27889
15	Mr. Stan Deatherage	121 West 3rd Street	Washington	NC	27889
16	Mr. Jerry Langley	101 Avenue Road	Washington	NC	27889
17	Mr. John Rebholz	121 West 3rd Street	Washington	NC	27889
18	Mr. Hood Richardson	121 West 3rd Street	Washington	NC	27889
19	Mr. Randy Walker	121 West 3rd Street	Washington	NC	27889
20	Mr. Frankie Waters	482 Pike Road	Pantego	NC	27860

Beaufort County Mayors

21	Mr. Ricky Credle	262 George Street	Belhaven	NC	27810
22	Mr. James Latham	PO Box 39	Bath	NC	27808
23	Mr. James Mobley	PO Box 145	Chocowinity	NC	27817
24	Mr. Tom Richter	323 College Avenue	Washington	NC	27889
25	Mr. Donald Sadler	145 Atkins Drive	Washington	NC	27889
26	Mr. Clif Williams	876 Grace Drive	Aurora	NC	27806

Delegates At Large

27	Mr.	Billy	Albritton	PO Box 249	Chocowinity	NC	27817
28	Mr.	Bryant	Buck	1502 North Market Street Suite A	Washington	NC	27889
29	Mrs.	Diana	Cahoon	6729 Free Union Church Road	Pinetown	NC	27865
30	Mr.	Jim	Chrismon	PO Box 40	Pantego	NC	27860
31	Mr.	Bill	Cochran	402 Oak Drive	Washington	NC	27889
32	Mrs.	Bill	Cochran	402 Oak Drive	Washington	NC	27889
33	Sherriff	Ernie	Coleman	210 North Market Street	Washington	NC	27889
34	Mr.	Mark	Finlayson	PO Box 1673	New Bern	NC	28563
35	Mr.	Julian	Goff	PO Box 10	Belhaven	NC	27810
36	Mr.	Mike	Gwynn	105 Perquimans Drive	Chocowinity	NC	27817
37	Mr.	Brad	Hufford	705 Page Road	Washington	NC	27889
38	Mr.	Woody	Jarvis	20 Hideaway Road	Pantego	NC	27860
39	Honorable	Keith	Kidwell	2013 West 15th Street	Washington	NC	27889
40	Dr.	David	Loope	5337 US Highway 264 East	Chocowinity	NC	27817
41	Mr.	Ray	McKeithan	1530 NC Highway 306	Aurora	NC	27806
42	Ms.	Marcy	Morgan	81 NC 99 Highway	Pantego	NC	27860
43	Mr.	Chris	Newkirk	1420 Highland Drive	Washington	NC	27889
44	Mr.	Jeffrey	Robinson	298 North 5th Street	Aurora	NC	27806
45	Mr.	Jonathan	Russell	PO Box 1988	Washington	NC	27889
46	Ms.	Ann	Spivey	100 St. Johns Court	Chocowinity	NC	27817
47	Ms.	Annie	Spruel	730 Grey Road	Chocowinity	NC	27817
48	Mr.	Paul	Spruill	PO Box 40	Pantego	NC	27860
49	Ms.	Betty	Spruill	127 Wellington Drive	Washington	NC	27889
50	Mr.	Chuck	Williams	PO Box 87	Belhaven	NC	27810

DONALD SADLER
Chairman of Board
Washington, N.C.

BELINDA APONTE
General Manager/Supervisor
Washington, N.C.

BEAUFORT COUNTY
Alcoholic Beverage Control Board
770 Carolina Avenue, P.O. Box 2552
Washington, N.C. 27889

7/21/2022

Beaufort County Commissioners
Attn: Chairman Waters
121 W. 3rd St.
Washington, NC 27889

Mr. Waters,

On behalf of the Beaufort County ABC Board, we would like to recommend the re-appointment of Anthony Tyre to our Board. He has been a knowledgeable asset to the ABC Board since coming on, July of 2018.

The Board would appreciate your consideration in this matter.

Thanks for all of your help.

Sincerely,

Belinda Aponte

Belinda Aponte
Beaufort County ABC Board
General Manager/CEO

cc. Katie Mosher

SEE ADDENDUM 2

**Opioid Litigation Settlement
Funds**

MEMORANDUM

TO: Board of Commissioners
FROM: Beaufort County 360 Behavioral Health Task Force
DATE: July 19, 2022
Subject: BHTF Strategic Recommendations for use of Opioid Litigation Settlement Funds

In anticipation of Beaufort County receiving over three million dollars from the Opioid Settlement over the next eighteen years, the Beaufort County 360 Behavioral Health Task Force (BHTF) has collaboratively worked to assess the needs of the community regarding combatting the opioid epidemic. With over fifteen agencies represented, the task force has worked collectively with community leaders to identify gaps and needs within the community through voluntary, collaborative, strategic planning to address opioid addiction, substance misuse, overdose, and co-occurring disorders related to behavioral health.

The BHTF would like to present the following strategic recommendations to the County Commissioners, for use of the opioid settlement funds. We as a task force recommend the following:

- Provide funding to contract for the training, employment, and supervision of two Peer Support Specialists
- Health Education Specialist with focus on prevention
- Maintain the Behavioral Health Task Force collaborative.
- Pilot community projects targeting substance misuse and/or prevention in Beaufort County.

Peer support specialists are vital to the recovery process. Peer Support Specialists would specifically work with all the partnering agencies to provide navigation through treatment services as well as transitional support with a family centered focus. Peer support specialists provide a continuum of care that is necessary outside of the clinical setting. They connect participants to outside resources such as employment, assist with obtaining proper identification, advise regarding benefits, and general support through sobriety.

The Health Education Specialist will focus on prevention to promote constructive lifestyles and discourage drug use in youth and adolescents. This position would work with Beaufort County Schools, The Boys & Girls Clubs, Daughters of Worth, 4-H, the Community College and other youth focused organizations in the community to educate youth on the dangers of substance use.

Maintaining the collaboration would include providing continued funding for the BHTF collaboration for operational support, community outreach initiatives, and educational campaigns. BHTF will continue to work to identify agencies that would benefit from the strategies listed in the opioid settlement. Additionally, and most importantly, the BHTF will work to seek other funding sources to supplement opioid remediation activities as we continue our focus on ways to fund an in-patient treatment facility and look to partner with surrounding counties.

Pilot projects would help contribute to the ongoing work that is being done through organizational initiatives and other community-based organizations to target populations that are underserved. The

support of these efforts would work to supplement the additional recommendations proposed by BHTF. By using pilot projects in addition to the other strategies, the BHTF is seeking to make prevention and education about opioids and substance abuse a more robust county-wide effort. The BC Data360 team will work to assess the effectiveness of these pilot projects annually.

As a diverse group of behavioral health professionals and community leaders, The BC360 Behavioral Health Task Force seeks to identify and respond to behavioral health needs in Beaufort County based on evidence-based practices and collaborative action. BHTF recently held three public engagement events to ascertain the behavioral health needs of the county. As a community and collective of county stakeholders, the task force identified prevention, intervention, and support for the social determinants of health as the greatest needs in the community to combat the opioid epidemic. We would like for you to be aware of the diligent work efforts that the task force has recently undergone to gather community input and stakeholder involvement. We ask for your consideration to support the implementation strategies through use of the Opioid Litigation Settlement Funds.

Sincerely,

The Beaufort County 360 Behavioral Health Task Force

Across the board efforts would work together to be more effective when it comes to prevention and deterrence of substance misuse.

SEE ADDENDUM 3

**Approval of Sheriff's Office
NCDPS Grant Purchase**



Quotation

Quote Number: Q-10942
Quote Date: 2/9/2022
Quote Expires: 3/31/2022

Bill To:
Beaufort County Sheriff's Office
210 North Market Street
Washington, NC 27889

Ship To:
Beaufort County Sheriff's Office
210 North Market Street
Washington, NC 27889

Prepared By:
Duncan-Parnell, Inc.
900 S. McDowell Street
Charlotte, NC 28204

Requested By: Jonathan Fowler
(252) 946-7111
jfowler@co.beaufort.nc.us

Sales Rep: Calvin Rikard
+1 7047708176
calvin.rikard@duncan-parnell.com

Line	Item ID	Item Description	Quantity	Optional	Unit Price	Extended Price
1	FOR-01-0106	Trimble Forensics X7 Laser Scanner	1	No	\$35,695.00	\$35,695.00
2	X7-100-00	Trimble X7 Instrument Pack	1	No	Included	\$0.00
3	X7-BP-01	Trimble X7 Backpack	1	No	Included	\$0.00
4	101070-00-01	Dual Battery Charger w/Power Supply Cord	1	No	Included	\$0.00
5	90573-QR	Quick Release Adapter X7 & Series 3 Trip	1	No	Included	\$0.00
6	90573-TR	Tripod, Series 3 W/5/8-11 Head	1	No	Included	\$0.00
7	EWFOR-X7	TPP Hardware Forensics X7 Laser Scanner	3	No	\$1,470.00	\$4,410.00
X7 Maintenance = 3 Additional Years (Comes with 2 year maintenance)						
8	FOR-02-0226	T10x Wifi/ Forensics Capture w/X7 Module	1	No	\$8,295.00	\$8,295.00
9	114050-30	Trimble T10x Tablet Wifi/BT ONLY	1	No	Included	\$0.00
10	FOR-CAP-WIN-P	TF Capture W/ X7 Module DC Software	1	No	Included	\$0.00
11	EWFOR-TABLET-HW	Warranty Forensics Trimble T10 Tablet	3	No	\$350.00	\$1,050.00
Tablet Maintenance = 3 Additional Years (Comes with 2 year maintenance)						
12	EWFOR-TFC-STOCK	Trimble Forensics Capture SW Maintenance	4	No	\$470.00	\$1,880.00
Capture Maintenance = 4 Additional Years						
13	FOR-03-0313-NR	Trimble Forensics Reveal Suite Subscription	2	No	\$399.00	\$798.00
2 Copies = To include Reveal and RealWorks						
14	FOR-03-0313-NR	Trimble Forensics Reveal Suite Subscription	8	No	\$399.00	\$3,192.00
4 Additional Years of 2 Copies = To include Reveal and RealWorks						

EXHIBIT C
SOLE SOURCE JUSTIFICATION FORM

This form must be completed for all Sole Source purchase requests and submitted to the Purchasing Agent for approval **prior** to obtaining **County Manager** approval; or submitting a Consent Item for **BOCC** approval.

For informal purchases not requiring **County Manager** or **BOCC** approval, the completed form must accompany the Purchase Requisition whenever a sole source purchase is requested. However, I am requesting sole source approval based on the following criteria.

Requestor: Lieutenant Kelly Cox	Date: July 27, 2022
Phone Number: 252-402-3363	Department: Sheriff's Office
Product: Trimble Forensics Laser Scanner	Amount: \$63,619.99

I am aware that N.C.G.S. 143-129 and the Countywide Procurement Policy mandates that Beaufort County procure all apparatus, supplies, materials and equipment totaling \$30,000 or more by competitively bidding.

1. Recommended Sole Source Vendor:

Company Name:	<u>Duncan Parnell</u>
Contact Name:	<u>Calvin Rikard</u>
Address:	<u>900 S. McDowell Street</u>
City, State, Zip:	<u>Charlotte, NC 28204</u>
Telephone:	<u>704-770-8176</u>

2. Is the recommended company the manufacturer? Yes No X
3. Does the manufacturer sell the item(s) through a distributor? Yes X No

SOLE SOURCE RATIONALE

A specific contractor is the only source of the required item because (check all that apply):

X The required items are **proprietary to the Contractor**

- A specific item is needed:
- to be compiled or interchangeable with existing hardware
 - as spare or replacement hardware
 - for the repair or modification of existing hardware
 - for technical evaluation or test
 - Other (provide information below)

7. Why is the price for this purchase considered to be fair and reasonable? **This equipment has the functionality and features to accomplish crime scene work and preserve crime scene evidence.**
8. What will be the financial or other impact to your department if this sole source is not approved and a competitive bid is required? **There is no impact to the General Fund budget. The X7 scanner is being paid for with leftover money from the grant funds and the remaining will be paid out of drug asset forfeiture funds.**

TERM

 X One Time Purchase Ongoing Purchase

Procurement begin Date: ASAP Procurement end date: N/A

I certify that the above information is true and correct and that I have no financial or other beneficial interest in the vendor or product.

 A. Radcliffe
Finance Officer

Date: 7/27/22

 Hollie gones
Purchasing Officer

Date: 7/27/22

THE SCANNER SYSTEM WAS QUOTED AT A COST OF \$63,619.99. GENERAL STATUTES REQUIRE ONLY EQUIPMENT ABOVE \$90,000 TO INFORMALLY SOLICIT MORE THAN ONE QUOTE. THIS SOLE SOURCE FORM IS BEING SUBMITTED TO PROVIDE ADDITIONAL INFORMATION ABOUT THE SCANNER SYSTEM.

SEE ADDENDUM 4

**Award Contract for Courthouse
Annex Window Replacement
and Canopy Repairs**



Notice to Bidders

Beaufort County
Public Works Department

July 8, 2022

The County of Beaufort, North Carolina ("the Owner") requests bids from qualified, experienced contractors for the removal and replacement of twenty-five (25) existing metal and wood windows, the construction of one (1) new canopy over 2nd floor entrance door, and roofing replacement/wood repair on two (2) existing canopies over rear entrance doors at the Beaufort County Courthouse Annex located at 111 West 2nd Street – Washington, NC 27889.

Bids will be received by email to West Overman, Deputy Public Works Director at

west.overman@beaufortcountync.gov until 2:00 p.m. Eastern Standard Time (EST) on Friday, July 15, 2022. Bids received after this deadline will not be accepted. It is the sole responsibility of the Bidder to ensure receipt of his/her bid by the County. Confirmation of receipt by telephone can be made directly to West Overman at 252-875-0720, x1053.

Complete Contract Documents in digital (pdf) format for this project may be obtained from the County's website: <https://oe.beaufortnc.us/bids>

Questions and/or requests for clarification shall be submitted in writing to

west.overman@beaufortcountync.gov no later than 2:00 p.m. on Wednesday, July 13, 2022.

All questions requiring additional information will be responded to in an addendum no later than 10:00 a.m. on Thursday, July 14, 2022. All addenda shall become part of the Contract Documents.

This is an informal bid. Bids will not be opened publicly and read aloud. Award will be made to the lowest responsive, responsible bidder. No bid may be withdrawn after the scheduled closing time for the receipt of bids for a period of 45 days.

All bidders must meet the licensing requirements under Chapter 87 of the N.C. General Statutes. Small Business Entities, Women Owned Businesses and Minority Owned Businesses are encouraged to submit bids.

The County reserves the right to reject any or all bids and to waive informalities and defects, as it may deem to be in its best interest.

07/08/2022



Request for Pricing

Beaufort County
Public Works Department

RFP PW-R23-001
Annex Window Replacement

Window Replacement & Canopy Construction Courthouse Annex

Issue Date: Friday, July 8, 2022
Bids Due Before: Friday, July 15, 2022, at 2:00 PM

A. SCOPE OF WORK

- Contractor shall provide all materials, tools, machinery, labor, and supervision necessary for the removal and replacement of twenty-five (25) existing metal and wood windows, the construction of one (1) new canopy over 2nd floor entrance door, and roofing replacement/wood repair on two (2) existing canopies over rear entrance doors at Beaufort County Courthouse Annex – 111 West 2nd Street – Washington, NC 27889.
- Contractor shall construct one (1) new canopy over 2nd floor door on east side of building. Canopy shall be constructed as similarly as possible to the existing rear door canopies (photos in Exhibit A). Roofing material shall be provided by the owner; supports shall be 3.5" x 3.5" wood with decorative details; canopy underside shall be bead board. Canopy shall be painted to match existing canopies with one prime coat and two finish coats.
- Contractor shall replace roofing on two (2) existing canopies on rear of building to match that of the new canopy. Rotten wood shall be replaced and painted to match. Roofing material shall be provided by the owner.
- Contractor shall remove twenty-five (25) windows located throughout the first and second floors of the building. Windows to be removed are circled in photos in Exhibit 3. Removal will include the entire window assembly down to the rough opening, including sashes, stops and hardware, window frame, inside and outside trim.
- Windows have been previously evaluated for asbestos. None of the window glazing samples were found to contain asbestos.
- In the event of damage found to any rough openings, Contractor shall immediately inform the Beaufort County Maintenance Supervisor. If requested, Contractor shall provide a cost estimate for repairs. Contractor shall make necessary repairs following approval from the Maintenance Supervisor.
- Contractor shall dispose of all removed materials in dumpster provided by the Owner. No materials shall be salvaged, stored, or accumulated in any area after the end of each workday. Contractor is responsible for maintaining cleanliness around dumpster.
- Contractor will be responsible for fitting and installing all new windows, both fixed and operable.

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RFP FM-FY23-001
Annex Window Replacement

contact list will be provided (upon award of contract). Emergencies that occur after office hours shall be reported to the 911 Communications Center.

3. Hazardous conditions shall be immediately remedied or secured to prevent further damage and/or to protect visitors from injury. It is the Contractor's responsibility to provide close supervision of maintenance operations and management of the work sites.
4. Incidents, alterations, or accidents involving facility visitors, Contractor's employees, or County employees shall be reported to the Maintenance Supervisor in a timely manner. The Maintenance Supervisor, at his/her discretion, may require a written report from the Contractor describing the incident or accident.

5. Contractor must have at least three (3) or more years of experience.

6. Contractor shall furnish all tools, material, supplies and equipment to perform the work as specifically outlined.

7. Contractor is solely responsible for any and all damages, fines or penalties for improper disposal of waste material, and for any other actions which he/she performs. The Contractor holds the County faultless and free from liability for any and all damages and costs incurred as a result of the Contractor's actions.

8. The contractor shall perform all work in accordance with applicable local, state, and federal laws, rules, regulations, and zoning and building codes, as well as OSHA guidelines in effect at the time of the project. The contractor shall be responsible for providing and for the placement of barricades, taps, plastic, flag tape, and all other safety/traffic control equipment required to protect the public, employees, surrounding areas, equipment, and vehicles.

9. Insurance Requirements:

- Workmen's Compensation for the life of the contract for all workers at the site of work
- Automobile Bodily Injury and Property Damage Liability of not less than \$1 million coverage each for injury, accident and property.
- Comprehensive General Liability and other insurances shall protect any subcontractors as well performing under this contract. This amount of insurance shall be no less than \$1 million for bodily injury (each occurrence) or combined.
- Any other insurance required by North Carolina law.
- Each certificate of insurance cannot be cancelled, reduced in amount or coverage cancelled without 30 days written notice by registered mail to the county. Satisfactory proof of new coverage must be given to the county immediately.
- Certificate must be provided to the County before Contractor can start Work.

E. SUBMISSION

1. Contractor shall complete Bid Forms found in Exhibit 1.
2. Email: west.overnan@beaufortcountync.gov.
3. Mail or delivery: Beaufort County Maintenance - 123 West 3rd Street - Washington, NC 27889.

F. EXHIBITS

1. Bid Forms
2. City of Washington Certificate of Appropriateness

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RFP FM-FY23-001
Annex Window Replacement

3. Photos showing windows to be replaced and location of new canopy
4. Photos of existing roof canopies
5. Sample Contract for Services

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RFP #W4-FY23-001
Annex Window Replacement

STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT

ANTI-COLLUSION AFFIDAVIT

that _____, being first duly sworn deposes and says

1. He/she is the _____ (title) of _____ (company name);

2. He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting said bid;

3. Such bid is genuine and is not collusive or sham bid;

4. Neither the said bidder, nor any of its officers, partners, owners agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix any overhead, profit, or cost element of the bid price of any other bidder to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the Beaufort County, or any person interested in the proposed contract; and

5. The price or prices quoted in the attached bid are fair and proper and are not obtained by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties, in interest, including this affiant

_____ (SEAL)

_____ (TITLE)

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RFP #W4-FY23-001
Annex Window Replacement

EXHIBIT 2

City of Washington Certificate of Appropriateness

2 pages

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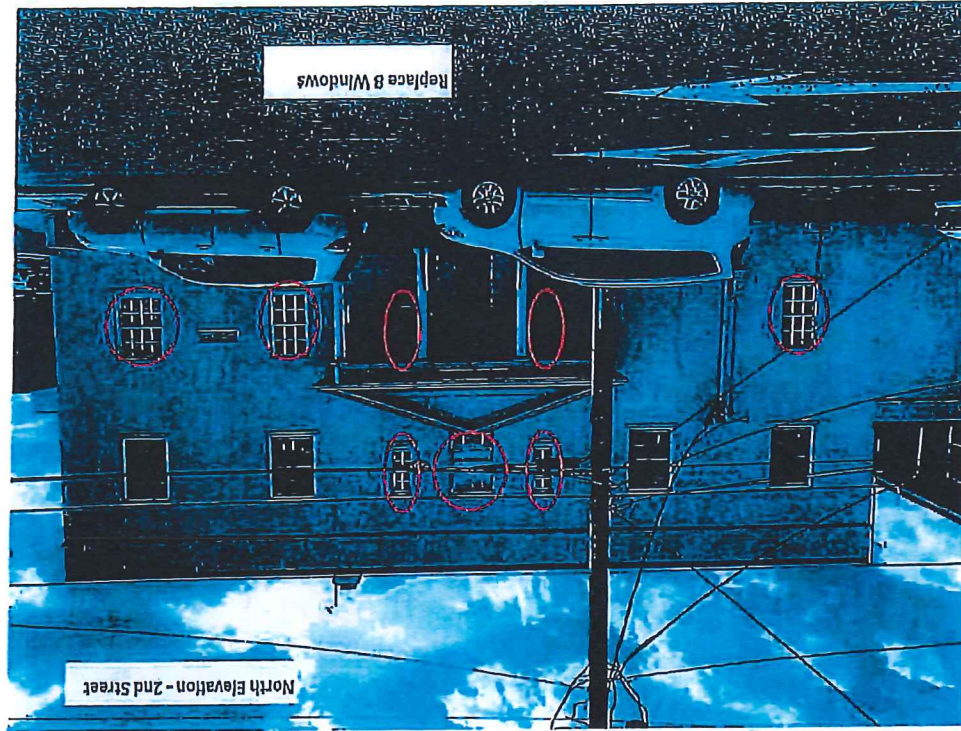
RFP FM-FY23-001
Annex Window Replacement

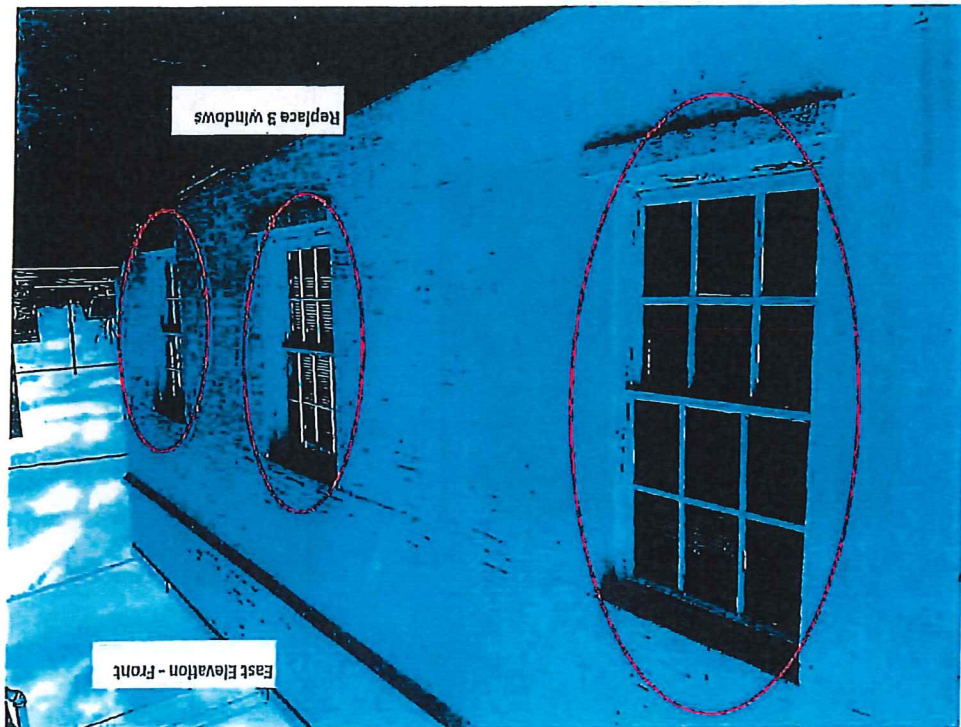
EXHIBIT 3

Photos showing windows to be replaced and location of new canopy

5 pages

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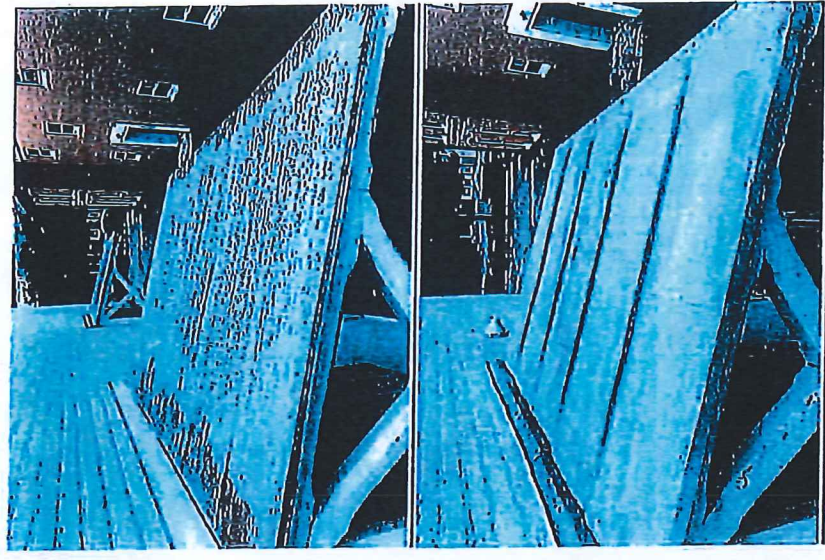
RFP FM-FV23-001
Annex Window Replacement



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RFP FM-FV23-001
Annex Window Replacement



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or before the first day of the subsequent month. Upon receipt of the invoice, confirmation of satisfactory completion of the Work, and no dispute by the Owner regarding the charges submitted by Contractor, the Owner shall remit payment to Contractor within thirty (30) days of receipt of the invoice.

5. Insurance

a. Insurance Requirements of Contractor. Contractor shall at all times during the term of this Agreement carry the following types of insurance with the coverage limits specified with an insurance carrier or carriers licensed to do business in the State of North Carolina.

1. Workmen's Compensation for the life of the contract for all workers at the site of work.
2. Automobile Bodily Injury and Property Damage Liability of not less than \$1 million coverage each for injury, accident and property.
3. Comprehensive General Liability and other insurances shall protect any subcontractors as well performing under this contract. This amount of insurance shall be no less than \$1 million for bodily injury (each occurrence) or combined.
4. Any other insurance required by North Carolina law.

5. Each certificate of insurance cannot be cancelled, reduced in amount or coverage cancelled without 30 days written notice by registered mail to the county satisfactory proof of new coverage must be given to the county immediately.

Contractor shall furnish copies of all certificates of insurance showing that such insurance is in force. Irrespective of Contractor's obligation to provide insurance as required by this Agreement, Contractor agrees to indemnify and hold the Owner harmless against any and all claims, liability, loss, expenses, suits, litigation and actions, including payment of any attorney's fees incurred by Owner, for or on account of any injury to any person, or any death at any time resulting from injury, or any damage to any property, which may arise or which may be alleged to have resulted or to result in connection with the Work. The Contractor further agrees to reimburse the Owner for any and all attorneys which the Owner may pay or be compelled to pay in settlement of any claim against the Owner and the Owner shall be entitled to withhold from any payment otherwise due pursuant to the Agreement such amount or amounts as may be reasonably necessary to protect the Owner against liability for any personal injury, death or property damage resulting from the Contractor's performance of the Work.

b. No Obligation of Owners to Provide Insurance. The Owner shall have no obligation to provide insurance, in any form, for the benefit or protection of the Contractor and the Owner shall have no liability or responsibility for Contractor for any damages to Contractor's materials, tools, equipment or other property.

6. Assignment. The Contractor shall not assign this Agreement or the Agreement, in whole or in part, without the prior written consent of the Owner, which the Owner may give or deny in its sole discretion.

7. Employee Background Checks and Employee Eligibility. The Property that is the subject of this Agreement may contain highly sensitive areas and may require additional measures to ensure the protection of the Owner. Owner reserves the right, in its sole discretion, to reject any employee of Contractor and prohibit any such employee from completing any Work as specified in this Agreement. If Owner requires background checks to be completed on any employee of the Contractor, Owner will pay cost associated.

8. Termination of Agreement and Agreement

With Cause - If the contractor fails to perform his/her duties as specified in this contract, the Owner shall notify the Contractor to correct any default under the terms of this contract. Such notification may be made in writing and delivered via certified mail and/or email. If the contractor fails to correct any default after notification, the Owner shall have the right to immediately terminate this agreement by giving the contractor ten (10) days written notice, and/or delivered via certified mail and email.

Without Cause - The Owner may terminate this agreement at any time by providing sixty (60) days written notice, by certified mail and/or e-mail, to the Contractor at the address listed below.

9. Notice. Any notice or communication required to be given by any provision of this Agreement (hereinafter "Notice"), shall be in writing and shall, except as otherwise expressly provided, be delivered: (i) by registered or certified mail, return receipt requested, postage prepaid; or (ii) e-mail; (iii) by overnight delivery through a nationally recognized overnight courier service; or (iv) by hand to the applicable Party at its address stated as follows:

If to Owner:

Beaufort County
c/o County Manager
121 West 3rd Street
Washington, NC 27889

If to Contractor:

Except as otherwise expressly provided herein, each Notice shall be effective (i) three (3) days after deposit when using registered or certified mail, return receipt requested, postage prepaid; (ii) one (1) day after deposit for e-mail; (iii) one (1) day after deposit for overnight delivery with a nationally recognized overnight courier service; (iv) upon delivery when hand delivered to the applicable Party; and, (v) upon refusal of a Party to accept delivery by any method provided herein. Either Party may change its address for Notice by written communication in accordance with this Agreement.

10. Entire Agreement; Waiver. This Agreement and the exhibits hereto contain the entire agreement of the Parties and shall supersede and completely replace any other agreement of the Parties, whether oral or written. No modification, amendment, change of discharge of any term or provision of this Agreement shall be valid or binding unless the same is in writing and signed by all of the Parties hereto. No waiver of any of the terms or provisions of this Agreement shall be valid unless signed by the Party against whom such waiver is asserted. Any waiver of any term or provision of this Agreement in any instance shall not be a waiver in any other instance.

11. Governing Law; Venue. This Agreement shall be construed according to and governed by the laws of the State of North Carolina. Any action brought to resolve any dispute between the Parties shall be filed in the court of general jurisdiction in Beaufort County, North Carolina.

12. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, their successors, assigns and representatives, and all persons claiming by, through, or under them; provided, however, that nothing in this Section shall be deemed to permit any assignment contrary to the other provisions of this Agreement.

13. Severability. If any provision or clause of this Agreement is held invalid, such invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

14. Survival. All of the terms, representations, warranties, and other provisions of this Agreement shall survive and remain in effect after the expiration date of this Agreement and shall only be subject to release by the written agreement of the Parties.

15. Costs. Except as otherwise provided in this Agreement, each Party shall bear its own costs related to this Agreement or any associated matters and transactions.

SEE ADDENDUM 5

Beaufort Promise Guidelines



Beaufort Promise Scholarship Program Guidelines

1. The Beaufort Promise Scholarship Program is a "last-dollar" scholarship program for students enrolled in credit and non-credit courses at Beaufort County Community College (BCCC). "Last-dollar" means that the College will apply all other federal and state grants and local Foundation scholarships towards a student's tuition and fees prior to using funds designated for the Beaufort Promise Scholarship Program. Prior to May 11, 2023, the College will cover the cost of tuition and fees for all students, no matter the number of credit hours taken, non-residency in the College's service area (Beaufort, Hyde, Tyrrell and Washington Counties), or citizenship status. During the period prior to the final day of Spring Semester 2023, the College will use federal money to cover tuition and fees for students that do not meet the following guidelines (see #2 et al. below).
2. As of May 12, 2023, the following guidelines will apply to the program.
3. Eligibility for the Beaufort Promise Scholarship requires that credit students take at least nine (9) or more credits in their official program of study and complete the Free Application for Federal Student Aid (FAFSA). Non-credit students must enroll in a program of 50 or more contact hours that leads to an initial certification recognized by the College.
4. Credit students must present an official high school or college transcript that shows an official grade point average (GPA) of 2.0 to apply for the Beaufort Promise Scholarship. Moreover, once enrolled at BCCC and in receipt of funds through the Beaufort Promise Scholarship, both credit and non-credit students must continue to make satisfactory academic progress (SAP) in their official program of study and retain an overall GPA of 2.0 or the equivalent for non-credit programs. If a student's GPA falls below a 2.0 while enrolled at BCCC, he/she will not be eligible for Beaufort Promise in the subsequent semester. However, if the student's GPA rises to at least a 2.0 in the subsequent semester, he/she will be eligible for Beaufort Promise in the next semester of attendance (summer sessions excepted).
5. Students must be residents of Beaufort, Hyde, Tyrrell, and Washington Counties to be eligible to apply for the Beaufort Promise Scholarship. Students must

provide documentary proof of residency in one of these counties, such as a driver's license, a bill in the name of the student applicant showing an address within the four-county region, or some other form of acceptable proof of service area residency approved by the College.

6. In order to receive funding from Beaufort County through funds allocated for subsidizing the Beaufort Promise Scholarship, students must be United States citizens and must prove residency in Beaufort County through one of the means detailed in #5 above. Students who can prove residency in Beaufort County but not U.S. citizenship may still qualify for the Beaufort Promise Scholarship through private funds provided by the College's Foundation. The College will track all funds from Beaufort County separately from all other funds used to support Beaufort Promise and will not use Beaufort County funds to support any student not meeting the requirements of these guidelines.
7. The College will cover the tuition and fees for students from Hyde, Tyrrell, and Washington Counties who meet the criteria established in #3, #4, and #5 above from scholarship funds provided by the College Foundation as well as from federal COVID-19 assistance funds through October 31, 2023. These funds are designated as Beaufort Promise Scholarship funds.