

Beaufort County Board of Commissioners
Tuesday, September 6, 2022
Amended Agenda
136 W 2nd Street, Washington, NC 27889

A) Call to Order – Chairman Waters		5:30 PM
B) Invocation and Pledge		
C) Conflict of Interest Disclosure Statement	3	5:35 PM
D) Approval of Agenda – Chairman Waters		
E) Items for Presentation		
1. Service Award Presentations – Deloris Creasman, Human Resources	4	5:40 PM
F) Public Comments	5	5:45 PM
G) Legislative Updates for Elected Officials	6	5:50 PM
H) Items for Consent		5:55 PM
1. Late Tax Relief Applications – Lloyd Salter, Tax Assessor	7	
2. NC Resilient Coastal Communities Grant Award – Anita Radcliffe, Finance Officer	9	
3. Budget Amendment, DSS – Kelly Smith, DSS	28	
4. Budget Amendment, Health Department – James Madson, Public Health Director	41	
5. Board of Health Appointments – James Madson, Public Health Director	43	
6. Appointing Review Officer – Carlton Gideon, Mid-East Commission	44	
7. ABC Board Appointments – Katie Mosher, Clerk to the Board	46	
8. Minutes Approval		
- Thursday, May 19, 2022, Special Called Meeting – Budget Workshop	49	
- Tuesday, May 24, 2022, Special Called Meeting Budget Workshop	62	
- Monday, August 1, 2022, Board of Commissioners Regular Meeting	80	
I) Public Hearing and Item for Decision – Jamie Heath, Mid-East Commission		
1. Public Hearing – 22/23 NC Division of Coastal Management Public Beach and Coastal Waterfront Access Grant Application – Jamie Heath, Mid-East Commission	152	6:00 PM
J) Item for Decision – Rick Lanier, and Chairman Waters		
1. US Moto Signs – Rick Lanier, USMAC, and Chairman Waters	157	6:10 PM
K) Item for Decision – Mid-East Commission		
1. Essential Single-Family Rehabilitation Loan Policy – Lisa Williams, Mid-East Commission	162	6:20 PM
L) Item for Discussion – Economic Development		
1. Economic Development Update – Brad Hufford, Economic Development Director	201	6:30 PM
M) Items for Decision – Health Department		
1. Community Health Assessment – JaNell Octigan, Health Department		
2. Opioid Settlement Strategies – James Madson, Public Health Director, Tiffany Moore, Public Health, Clare Harris and Anthony Tyre	203	6:40 PM
3. Tobacco Free Policy for the Health Department – James Madson, Public Health Director	210	6:50 PM
Break		7:00 PM

N) Item for Discussion – Public Works

- | | | |
|---|------------|---------|
| 1. Solid Waste Update – West Overman, Public Works | 213 | 7:15 PM |
| 2. Authorize NCDWI Funding Application – Christina Smith, Public Works Director | 214 | 7:25 PM |
| 3. Vehicle Purchase, Facilities Maintenance – Christina Smith, Public Works Director | 219 | 7:30 PM |
| 4. Vehicle Purchase Orders for Water Division – Christina Smith Public Works Director | 224 | 7:35 PM |

O) Item for Decision – Emergency Services

- | | | |
|---|------------|---------|
| 1. PO Threshold for Emergency Services Vehicles – Chris Newkirk, Emergency Services | 225 | 7:40 PM |
|---|------------|---------|

P) Items for Discussion – Finance Department

- | | | |
|--|------------|---------|
| 1. Finance Report – Anita Radcliffe, Finance Officer | 227 | 7:45 PM |
| 2. Contract Renewal, Debtbook – Anita Radcliffe, Finance Officer | 228 | 7:50 PM |

Q) Item for Discussion – County Attorney

- | | | |
|--|------------|---------|
| 1. Noise Ordinance Review – David Francisco, County Attorney | 232 | 7:55 PM |
|--|------------|---------|

R) Item for Discussion – Manager’s Office

- | | | |
|---|------------|---------|
| 1. Strategic Plan Update – Brian Alligood, County Manager | 235 | 8:05 PM |
| 2. FEMA Hazard Mitigation Grant Program MOU for Hurricane Florence – Brian Alligood, County Manager | 236 | 8:10 PM |

S) Items for Discussion – Commissioner Hood Richardson

- | | | |
|---|------------|---------|
| 1. Chocowinity Fraud Investigation – Commissioner Richardson | 268 | 8:15 PM |
| 2. Sales Tax Money for Schools Discussion – Commissioner Richardson | 269 | 8:20 PM |
| 3. Jail Inmate Supervision Discussion – Commissioner Richardson | 270 | 8:25 PM |
| 4. Combating Illegal Drugs in Beaufort County – Commissioner Richardson | 271 | 8:30 PM |

T) Items for Decision and Discussion – Commissioner Stan Deatherage

- | | | |
|--|------------|---------|
| 1. Request for Public Health Updates – Commissioner Deatherage | 272 | 8:35 PM |
| 2. Transparency in County Govt Bidding Process – Commissioner Deatherage | 273 | 8:40 PM |

U) Commissioners Comments

274	8:45 PM
------------	---------



Beaufort County
Agenda Abstract

Meeting Date: 9/6/2022

Presenter: Clerk to the Board Katie Mosher, Clerk to the Board

Agenda Title: Conflict of Interest Disclosure Statement

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

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

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

Attachments:



Beaufort County
Agenda Abstract

Meeting Date: 9/6/2022

Agenda Section: Item for Presentation

Presenter: Deloris Creasman, Human Resources

Agenda Title: Service Award Presentation

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

<u>Name</u>	<u>Department</u>	<u>Years of Service</u>
Patrick Bowens	Water Districts	5 Years
Keisha Clark	Social Services	5 Years
Christina Martinez	Social Services	5 Years
Constance Grady	Water Department	5 Years
Nannie Willis	Social Services	5 Years
Doris Alligood	Health Department	25 Years

Submitter Recommendations/Motions: N/A

Attachments:



Agenda Section: Public Comments

Agenda Title: Public Comments

Contact Information

[illegible]

Attachments:



Beaufort County
Agenda Abstract

Meeting Date: 9/6/2022

Agenda Section: Item for Discussion

Presenter: Clerk to the Board Katie Mosher, Administration

Agenda Title: Legislative Updates for Elected Officials

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

Submitter Recommendations/Motions: N/A

Attachments:



Beaufort County
Agenda Abstract

Meeting Date: 9/6/2022

Agenda Topic: Item for Consent

Presenter: Lloyd Salter, Tax Assessor

Agenda Title: Late Tax Relief Applications

Summary of Information: Attached is the list of citizens requesting late exemptions due to either being elderly or a disabled veteran.

Submitter Recommendations/Motions: Staff recommends approving the late tax relief applications as presented.

Attachments:

1. Late tax relief applications for approval.

2022 LATE FILINGS FOR EXEMPTIONS

NAME	DATE FILED	QUALIFY	TYPE OF APPLICANT	ADDRESS
MICHAEL HARMON	07/18/2022	YES	DISABLED VETERAN	3007 CHANDLER RD
MARTHA WINDLEY	07/11/2022	YES	ELDERLY	2239 N BOYD RD
RITA ALLENDER	06/01/2022	YES	ELDERLY	294 HWY 92 E
EVA CLARK	06/27/2022	YES	ELDERLY	2081 CHANDLER RD
JOSEPH SAVAGE	06/29/2022	YES	ELDERLY	522 FREDERICK RD
DANNY MOORE	8/1/2022	YES	DISABLED VETERAN	204 OAK DRIVE



Beaufort County
Agenda Abstract

Meeting Date: 9/6/2022

Agenda Section: Item for Consent

Presenter: Anita Radcliffe, Chief Financial Officer

Agenda Title: NC Resilient Coastal Communities Grant Award

Summary of Information: The County has been awarded \$64,130 from the NC Division of Coastal Management under the NC Resilient Coastal Communities Program for completing the engineering and design work for a Low Impact Development Demonstration Site at Beaufort Community College. The project is 100% grant funded with no local match required. The attached Grant Project Ordinance needs to be adopted to recognize the grant revenue and appropriate funding for the project. Also attached is the grant agreement from the State that needs to be approved.

Submitter Recommendations/Motions: Adopt a Grant Project Ordinance for the NC Resilient Coastal Communities Program grant award and approve the financial assistance agreement.

Attachments:

1. NC Resilient Coastal Communities Program Grant Award Ltr.
2. NC Resilient Coastal Communities Program Grant Project Ordinance
3. RCCP Phase 3 Grant Agreement

ROY COOPER

Governor

ELIZABETH S. BISER

Secretary

BRAXTON DAVIS

Director



NORTH CAROLINA
Environmental Quality

July 13, 2022

The Hon. Frankie Waters, Chair
Beaufort County
482 Pike Road
Pantego, NC 27865

Dear Chair Waters:

I am pleased to inform you that Beaufort County has been awarded a grant of \$64,130 under the N.C. Resilient Coastal Communities Program. This award is to assist the County in completing the engineering and design work for a Low Impact Development Demonstration Site at the Beaufort Community College.

The Division of Coastal Management, within the Department of Environmental Quality, will administer this grant. If you have any questions concerning this grant, please contact Mackenzie.todd@ncdenr.gov in the division's Morehead City office.

Congratulations on being selected for this grant. I hope these funds will help as you work towards building resilience within your community for your residents, your economy, and your natural environment.

With kind regards, I am

Very truly yours,

A handwritten signature in black ink that reads "Elizabeth Biser".

Elizabeth Biser

cc: Sen. Ernestine Bazemore
Rep. Gregory F. Murphy
Braxton C. Davis, Division of Coastal Management



North Carolina Department of Environmental Quality | Division of Coastal Management
Morehead City Office | 400 Commerce Avenue | Morehead City, North Carolina 28557
252.515.5400

North Carolina

**RESILIENT
COASTAL
COMMUNITIES
PROGRAM**



2022 Phase 3 Project Budget

Lead Applicant Beaufort County

Project Name Low Impact Development Demonstration Site -- Beaufort County CC

This form below must be completed and included with your application. Round project costs to the dollar.

Local cash match contributions are not required and should only be included in the chart below if they are necessary to complete the project.

Project Elements		Requested Amount	Local Match	Total Cost
Item				
Outside Consultants		57,500.00		57,500.00
Project Administration		3,630.00		3,630.00
Mapping/GIS Expenses		3,000.00		3,000.00
Addnl. Expense				
Addnl. Expense				
Addnl. Expense				
TOTAL		\$ 64,130.00		\$ 64,130.00

Use the form below to show the sources of your matching funds. Indicate if these funds are currently available or yet to be approved. If funds are yet to be approved, list the date for approval. If applicable, provide additional narrative related to the match.

Type of Matching Funds (Local/State/Federal)	Amount	Funding Source	Availability
n/a			
n/a			
TOTAL			

**AN ORDINANCE TO ESTABLISH A GRANT PROJECT FUND
NC RESILIENT COASTAL COMMUNITIES PROGRAM GRANT FUND
BEAUFORT COUNTY, N.C.
FOR FISCAL YEAR 2022-2023**

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

Section 1. The Grant Project Fund is to account for funds awarded for completing the engineering and design work for a Low Impact Development Demonstration Site at Beaufort County Community College.

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

REVENUES:

138-3530-443200	STATE GRANT REVENUE	\$ 64,130
-----------------	---------------------	-----------

EXPENSES:

138-4945-544000	CONTRACT SERVICES	\$ 57,500
138-4945-565000	PROJECT ADMINISTRATION	3,630
138-4945-567000	GIS/MAPPING EXPENSES	<u>3,000</u>
	TOTAL	\$ 64,130

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

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

Section 5. Copies of this grant project ordinance shall be furnished to the County Clerk, Budget Officer, and to the Finance Officer for direction in carrying out this project.

Section 6. This ordinance shall become effective upon its adoption.

This the 6th day of September 2022.

Chairman

Attest:

Clerk

STATE OF NORTH CAROLINA
COUNTY OF WAKE

SUBGRANTEE'S FEDERAL
IDENTIFICATION
NUMBER: **.*.*.1521

North Carolina Department of Environmental Quality Financial Assistance Agreement

This financial assistance agreement is hereby made and entered into by and between the **NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY** (the "Department") and the **BEAUFORT COUNTY** (the "Subgrantee"¹). The assistance provided to the Subgrantee hereunder is a second-tier subaward of funding made available to the Department under the following Federal grant:

Federal Agency: National Fish and Wildlife Foundation
CFDA No.: 11.473
FAIN No.: NA20NOS4730002

1. **Audit and Other Reporting Requirements of the Local Government Commission.** If subject to the audit and other reporting requirements of the Local Government Commission pursuant to Article 3 of Chapter 159 of the North Carolina General Statutes (**Article 3 - The Local Government Budget and Fiscal Control Act**), the Subgrantee understands and agrees that the terms, conditions, restrictions and requirements hereinafter set forth shall only apply to the extent not inconsistent with, or superseded by, the audit and other reporting requirements of the Local Government Commission.
2. **Contract Documents.** The agreement between the parties consists of this document (the "Contract Cover") and its attachments, which are identified by name as follows:
 - a. Federal Grant Award, including all terms and conditions associated therewith ("Federal Grant Award") (Attachment A)
 - b. State's General Terms and Conditions (Attachment B)
 - c. Department of Coastal Management's Request for Applications ("RFA") (Attachment C)
 - d. Subgrantee's Response to RFA, including scope of work, line-item budget, budget narrative and, *if applicable*, indirect cost documentation (hereinafter referred to generally as the "Award Proposal") (Attachment D)
 - e. Notice of Certain Reporting and Audit Requirements (Attachment E)
 - f. Certification Regarding Lobbying (Attachment F)
 - g. Certification Regarding Debarment (Attachment G)
 - h. Certification Regarding Drug-Free Workplace (Attachment H)
 - i. Certification Regarding Environmental Tobacco Smoke (Attachment I)
 - j. Certification Regarding Conflict of Interest (Attachment J)

Together, these documents (the "Contract Documents") constitute the entire agreement between the parties (the "Agreement"), superseding all prior oral or written statements or agreements. Modifications to this Contract Cover or to any other Contract Document may only be made through written amendments processed by the Department's Financial Services Division. Any such written amendment must be duly executed by an authorized representative of each party.

3. **Precedence Among Contract Documents.** In the event of a conflict or inconsistency between or among the Contract Documents, the document with the highest relative precedence shall prevail. This Contract Cover shall have the highest precedence. The order of precedence thereafter shall be determined by the order of documents listed in § 2 above, with the first-listed document having the second-highest precedence and the last-listed document having the lowest precedence. If there are multiple contract amendments, the most recent amendment has the highest precedence and the oldest amendment has the lowest precedence.

¹ The contract documents attached hereto may at times use alternative terms to describe the Subgrantee. Such terms might include, but are not necessarily limited to, the following (in common or proper form): "recipient," "applicant," or "participant."

4. **Contract Period.** This Agreement shall be effective from the date of last signature to February 01, 2023, inclusive of those dates.

5. **Subgrantee's Duties.** As a condition of the grant award, the Subgrantee agrees to:

- a. Undertake and deliver the grant award project, plan or services as described in the Award Proposal (Attachment D), adhering to all budgetary provisions set out therein throughout the course of performance.
- b. Ensure that all award funds are expended in a manner consistent with the underlying purposes of the Federal Grant Award.
- c. Comply with all terms, conditions, restrictions and requirements applicable to subgrantees under the Federal Grant Award.
- d. Comply with the requirements of 09 NCAC 03M .0101, *et seq.* (Uniform Administration of State Awards of Financial Assistance), including, but not limited to, those provisions relating to audit oversight, access to records, and availability of audit work papers in the possession of any auditor of any recipient of State funding.
- e. Comply with the applicable provisions of Notice of Certain Reporting and Audit Requirements (Attachment E).
- f. Maintain all records related to this Agreement (i) for a period of six (6) years following the date on which this Agreement expires or terminates, (ii) for the period of time required by the Federal Grant Award, or (iii) until all audit exceptions have been resolved, whichever is longest.
- g. Comply with all laws, ordinances, codes, rules, regulations, and licensing requirements applicable to its performance hereunder and/or the conduct of its business generally, including those of Federal, State, and local agencies having jurisdiction and/or authority.
- h. Obtain written approval from the Department's Contract Administrator (see § 14 below) prior to making any subaward or subgrant not already described in the Award Proposal.
- i. Ensure that the terms, conditions, restrictions and requirements of this Contract Cover, including those incorporated by reference to applicable law, the Federal Grant Award and/or any other Contract Document, are made applicable to, and binding upon, any lower-tier subgrantee who receives as a subaward or subgrant any portion of the award funds made available to the Subgrantee hereunder.
- j. Take reasonable measures to ensure that any lower-tier subgrantee (i) complies with the terms, conditions, restrictions and requirements set forth in this Contract Cover, including those incorporated by reference to applicable law, the Federal Grant Award and/or any other Contract Document, and (ii) provides such information in its possession as may be necessary for the Subgrantee to comply with such terms, conditions, restrictions and requirements.

6. **Historically Underutilized Businesses.** Historically Underutilized Businesses (HUBs) consist of minority, women and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) of the categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

Pursuant to G.S. 143B-1361 (a), G.S. 143-48 and G.S. 143-128.4, the Department invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. This includes utilizing subcontractors to perform the required functions in this contract. Any questions concerning NC HUB certification, contact the North Carolina Office of Historically Underutilized Businesses at (919) 807-2330.

7. **Department's Duties.** The Department shall pay the Subgrantee in the manner and amounts specified below and in accordance with the approved budget set forth in the Award Proposal.
8. **Total Award Amount.** The total amount of award funds paid by the Department to the Subgrantee under this Agreement shall not exceed **SIXTY-FOUR THOUSAND ONE HUNDRED THIRTY DOLLARS (\$64,130.00)** (the "Total Award Amount"). This amount consists of:

Funding:

Type of Funds	Funding Source	CFDA No.
Federal	National Fish and Wildlife Foundation	11.473

Accounting Code Information:

Dollars	GL Company	GL Account	GL Center
\$64,130.00	1601	532199	1625-625E

Subgrantee Matching Information:

- ☒ a. There are no matching requirements from the Subgrantee.
- ☐ b. There are no matching requirements from the Subgrantee; however, the Subgrantee has committed the following match to this project:

	In-Kind	\$
	Cash	\$
	Cash and In-Kind	\$
	Other / Specify:	\$

- ☐ c. The Subgrantee's matching requirement is \$, which shall consist of:

	In-Kind	\$
	Cash	\$
	Cash and In-Kind	\$
	Other / Specify:	\$

- ☐ d. The Subgrantee is committing to an additional \$0 to complete the project or services described in the Award Proposal.

Based on the figures above, the total contract amount is **\$64,130.00**. The Subgrantee represents that any contributions of its own shall be sourced from non-Federal funds.

9. **Invoice and Payment.** The award funds shall be disbursed to the Subgrantee in accordance with the following provisions:

- a. The Subgrantee shall submit invoices to the Department's Contract Administrator at least quarterly. The final invoice must be received by the Department within forty-five (45) days following the date on which termination or expiration of this Agreement becomes effective. Amended or corrected invoices must be received by the Department's Financial Services Division within six (6) months of such date. Any invoice received thereafter shall be returned without action.
- b. The Department shall reimburse the Subgrantee for actual allowable expenditures, with the Department retaining a minimum of ten percent (10%) of the Total Award Amount until all grant-related activities are completed and all

reports/deliverables are received and accepted by the Department. As used herein, "allowable expenditures" are expenditures associated with work conducted to meet performance obligations under this Agreement, provided such work is carried out in a manner consistent with the Award Proposal. The Department may withhold payment on invoices when performance goals and expectations have not been met or when the manner of performance is inconsistent with Attachment D.

10. **Subgrantee's Fiscal Year.** The Subgrantee represents that its fiscal year is from July 01 to June 30.
11. **Availability of Funds.** The Subgrantee understands and agrees that payment of the sums specified herein shall be subject to, and contingent upon, the allocation and appropriation of funds to the Department for the purposes described in this Agreement.
12. **Reversion of Unexpended Funds.** The Subgrantee understands and agrees that any unexpended grant funds shall revert to the Department upon the termination of this Agreement.
13. **Supplantation of Expenditure of Public Funds.** The Subgrantee understands and agrees that funds received pursuant to this Agreement shall be used only to supplement, not to supplant, the total amount of Federal, State and local public funding that the Subgrantee would otherwise expend to carry out the project or services described in the Award Proposal.
14. **Contract Administrators.** Each party shall submit notices, questions and correspondence related to this Agreement to the other party's Contract Administrator. The contact information for each party's Contract Administrator is set out below. Either party may change its Contract Administrator and/or the associated contact information by giving timely written notice to the other party.

Subgrantee Contract Administrator	Department's Contract Administrator
Brian Allgood, County Manager Beaufort County 121 West 3 rd Street Washington, NC 27889 Telephone: 252-946-0079 Email: brian.allgood@beaufortcountync.gov	Mackenzie Todd NC DEQ DCM 400 Commerce Ave Morehead City, NC 28557 Telephone: 252-515-5434 Email: mackenzie.todd@ncdenr.gov

15. **Assignment.** The Subgrantee may not assign its obligations or its rights to receive payment hereunder.
16. **Procurement.** The Subgrantee understands and agrees that all procurement activities undertaken in connection with this Agreement shall be subject to the following provisions:
- None of the work or services to be performed under this Agreement involving the specialized skill or expertise of the Subgrantee shall be contracted without prior written approval from the Department.
 - In the event the Subgrantee or any subrecipient of the Subgrantee contracts for any of the work to be performed hereunder, the Subgrantee shall not be relieved of any duties or responsibilities herein set forth.
 - The Subgrantee shall not contract with any vendor who is restricted from contracting with the State of North Carolina pursuant to N.C. G.S. 143-133.3, G.S. 143-59.1, G.S. 143-59.2 or G.S. 147-86.60.
17. **Subawards.** The Subgrantee understands and agrees that any subaward or subgrant of any portion of the financial assistance provided hereunder shall not relieve the Subgrantee of any duties or responsibilities herein set forth.
18. **Title VI and Other Nondiscrimination Requirements.** Throughout the course of its performance hereunder, the Subgrantee shall comply with all applicable State and Federal laws, regulations, executive orders and policies relating to nondiscrimination, including, but not limited to:

Title VI of the Civil Rights Act of 1964, as amended;
Civil Rights Restoration Act of 1987, as amended;
Section 504 of the Rehabilitation Act of 1973, as amended;
Age Discrimination Act of 1975, as amended;
Titles II and III of the Americans with Disabilities Act of 1990, as amended;
Title IX of the Education Amendments of 1972, as amended;
Part III of Executive Order No. 11246 (September 24, 1965), as amended; and
Section 13 of the Federal Water Pollution Control Act Amendments of 1972.

In accordance with the above laws and their implementing regulations, the Subgrantee agrees to ensure that no person in the United States is, on the basis of race, color, national origin, sex, age or disability, excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity for which the Subgrantee receives Federal assistance. For purposes of this provision, "program or activity" shall have the meaning ascribed to that term under Federal law (see 42 U.S.C.S. § 2000d-4a).

The Subgrantee understands and acknowledges that, in addition to itself, any lower-tier recipient of the financial assistance provided hereunder must also comply with the requirements of this section. Accordingly, the Subgrantee agrees to include a similar provision in any financial assistance agreement made with any lower-tier recipient of such assistance.

19. **E-Verify.** To the extent applicable, the Subgrantee represents that it and each of its lower-tier subgrantees, contractors and/or subcontractors performing work pursuant to, or in association with, this Agreement are in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes (**Article 2 - Verification of Work Authorization**), including, in particular, the requirement that certain employers verify the work authorization of newly hired employees using the Federal E-Verify system.
20. **Termination by Mutual Consent.** This Agreement may be terminated by mutual consent of the parties, provided the consent is documented in writing and duly executed by an authorized representative of each party.
21. **Survival.** Any provision contained in this or any other Contract Document that contemplates performance or observance subsequent to the termination or expiration of this Agreement shall survive the termination or expiration hereof and continue in full force and effect.
22. **Signature Warranty.** The undersigned represent and warrant that they are authorized to bind their principals to the terms and conditions of this Contract Cover and the Agreement generally, including those incorporated by reference to applicable law.

GRANT CONTRACT NO. CW30566
Beaufort County RCCP Ph3

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by the duly authorized representative in duplicate originals, one of which is retained by each of the Parties.

BEAUFORT COUNTY

By _____
Subgrantee's Signature

Printed Name and Title

Organization

Date Signed

**NORTH CAROLINA DEPARTMENT OF
ENVIRONMENTAL QUALITY**

By _____
Signature of Department Head or Authorized Agent

Tommy Kirby, Purchasing Director
Printed Name and Title

Financial Services Division, Purchasing and Contracts Section
Division/Section

Date Signed

ORIGINAL

North Carolina

**RESILIENT
COASTAL
COMMUNITIES
PROGRAM**



2022 Phase 3 Application Cover Sheet

Local Government: Beaufort County

Lead Project Administrator: Brian Alligood, County Manager

Lead Applicant Address: 121 W 3rd Street
Street Address

Washington, NC 27889
City, State and Zip Code

Phone: 252-946-0079 Email: brian.alligood@co.beaufort.nc.us

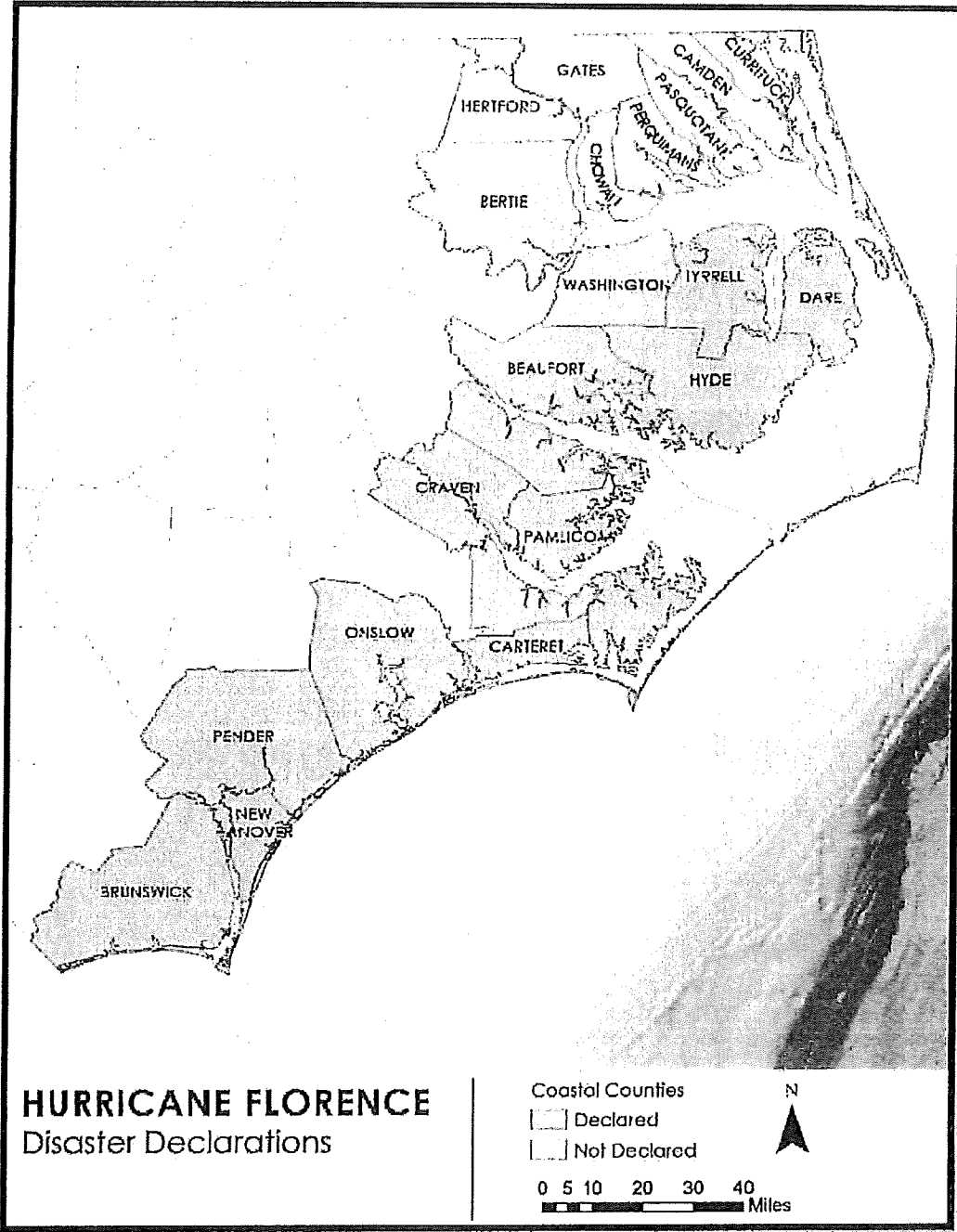
Is your community located in a Hurricane-Florence declared county? YES ☒ NO ☐

(Projects in these counties are required to have a Nature-based or hybrid component. See Map 1.)

Signature: Brian Alligood

Date: 6/1/22

Map 1: Hurricane Florence Declared Counties



North Carolina

**RESILIENT
COASTAL
COMMUNITIES
PROGRAM**



2022 Phase 3 Application

A. Project Details: RCCP communities; this information was identified in your Resilience Strategy (see [RCCP Planning Handbook](#), pg. 26)

1. Project Name: Low Impact Development Demonstration Site – Beaufort County CC

2. Project Type:

a. Engineering & Design ☒

b. Development of ordinances or policies to further resiliency in the community ☒

3. Project Summary (provide a concise summary of the work to be done, including why the project is necessary)

This project proposes to construct a Low Impact Development (LID) Demonstration Site on the Beaufort County Community College campus. This hybrid solution will be combined with the development of educational materials for developers and homeowners to learn about different nature-based and hybrid options that can be implemented on future residential or commercial projects, ultimately reducing stormwater runoff. Specifically, this site will include a bio-retention cell, rain garden, pervious parking spaces, and water diversion techniques. These LID techniques will be accompanied by on-site educational signs. Pamphlets and other educational materials will be available on campus and throughout the county that highlight these LID efforts. This project will be an effort to familiarize and educate the community with these LID options. This will allow the county to implement these techniques in other areas with the support of the community in order to reduce stormwater runoff and increase infiltration. This project complements the constructed stormwater wetlands developed on campus by Sound Rivers.

4. Hazards addressed by the project:

Hazards addressed by the project include flooding/flood zones, storm surge, and sea level rise.

5. Project Estimated Cost: \$ 64,130

6. Potential Implementation Funding Sources:

Potential funding sources include the RCCP, North Carolina Land and Water Fund, Natural Resources Conservation Service Environmental Quality Incentives Program (EQIP), American Rescue Plan Act (ARPA), Golden Leaf Mitigation Fund, FEMA Hazard Mitigation Grant Program (HMGP), NCDEQ-DWR Water Resources 

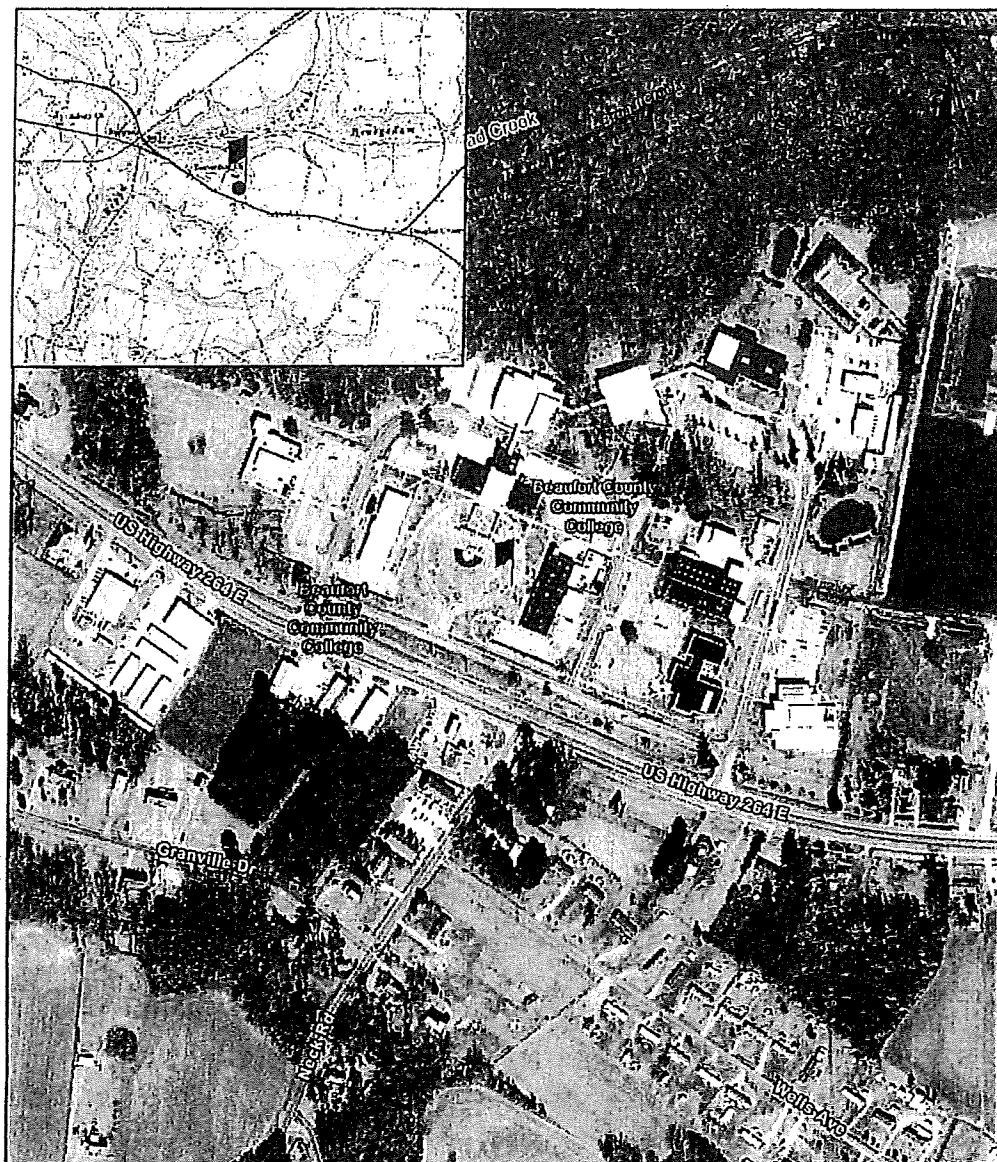
7. Potential project partners:

Potential project partners include Beaufort County Community College administration, and environmental science faculty and students to approve, fund, care for and maintain the bio-retention plants. Sound Rivers is another potential project partner.

8. Projected estimated timeline: 1-3 years 

9. Priority rating (High, Medium, or Low): High

10. Project Map (attach to your application):



Legend



Project Area

Low Impact Development Demonstration Site Vicinity Map

This project proposes to construct a Low Impact Development Demonstration Site on the Beaufort County Community College campus. This hybrid solution will be combined with the development of educational materials for developers and homeowners.
Beaufort County, NC

Scale:

0 200 400



US Feet

Project Outcomes:

1. Please provide a list of outcomes (environmental, social, and economic) that will result from this project.

The proposed project would increase hazard and risk awareness and promote resiliency and sustainability throughout the county by educating residents, property owners, and developers on different cost-effective, hybrid and nature-based solutions that reduce direct water flow into the storm-water system, improve water quality, and mitigate flooding.

2. How does this project address the identified hazards and increase resiliency to these hazards? Refer to your Resilience Strategy.

This project would increase resiliency awareness in the community helping to address identified hazards such as flooding, storm surge and sea level rise.

Project Narratives: If necessary, please use additional pages.

1. Did your community participate in Phases 1 and 2 of the RCCP? If no, please illustrate how you meet the requirements outlined in the RCCP Planning Handbook by using the Resilience Strategy Matrix below.

Yes, we do not need to complete the Resilience Matrix

2. Please describe the project's nature-based or hybrid components.

This project will construct a LID demonstration site including nature based components such as a bio-retention cell and rain garden, and hybrid solutions such as porous/permeable parking spaces, rainwater harvesting systems, and 

3. How does this project rank in your prioritization list in the Project Portfolio or other resilience planning documents? If not ranked first, please describe why this project was chosen?

This project was rated as the highest priority project as a result of assessments, analysis and input from Phases I and II.

4. How does this project meet your community's visions and goals identified in your RCCP Resilience Strategy or other resilience planning documents?

The project would support Beaufort County's vision of increased resilience to coastal hazards through implementing pro-active measures and providing education to help to prevent or minimize future damage. It would also aid the county in being able to quickly rebound from all hazard events, thereby 

5. How does this project benefit the socially vulnerable populations identified in your RCCP Resilience Strategy or other resilience planning documents?

Traditionally disadvantaged, environmental justice populations, such as low income and minority residents and residents covered under Title VI such as elderly and disabled populations, that are particularly vulnerable to the impacts of flooding, will benefit from this project through the educational materials and the increased emphasis on resiliency in the community.

North Carolina

**RESILIENT
COASTAL
COMMUNITIES
PROGRAM**



Resilience Strategy Matrix

If you did not participate in Phases 1 and 2 of the RCCP, please provide documentation showing how you meet the requirements by linking where these strategies are met in your specific documents. If you participated in Phases 1 and 2 of the RCCP this matrix is not required.

Resilience Strategy Requirements	Documentation showing you meet the Resilience Strategy requirement
Community Resilience Vision & Goals	<i>Insert document(s) name and page #'s and link if available</i>
Any community goals/vision that have a focus on building resilience. These may be found in existing plans or ordinances.	
Community Action Team	
Planning Board, Floodplain Management Committee Members, or any community group that has met on multiple occasions to discuss the community's vision/goals towards resilience.	
Stakeholder Engagement Strategy	
A document that details how you communicate with your community, especially any vulnerable populations (via Town Meetings, email distribution lists, informational brochures, and webpages, etc.)	
Review of Existing Plans and Efforts	
You have reviewed existing planning documents (Land Use Plan, Hazard Mitigation Plan, Capital Improvement Plans etc.) and are familiar with your existing plans and ongoing efforts.	
Risk & Vulnerability Assessment Report	
You have access to data from your Regional Hazard Mitigation Plan or have had recent assessments conducted.	n/a
Project Portfolio	
A list of potential projects that have been identified by staff and/or the community. These might be found within a Floodplain Management Plan, or Council minutes.	
Additional files	
These can include maps or any other pertinent documents.	

North Carolina
**RESILIENT
 COASTAL
 COMMUNITIES
 PROGRAM**



2022 Phase 3 Project Budget

Lead Applicant Beaufort County

Project Name Low Impact Development Demonstration Site – Beaufort County CC

This form below must be completed and included with your application. Round project costs to the dollar.

Local cash match contributions are not required and should only be included in the chart below if they are necessary to complete the project.

Project Elements		Requested Amount	Local Match	Total Cost
Item				
Outside Consultants		57,500.00		57,500.00
Project Administration		3,630.00		3,630.00
Mapping/GIS Expenses		3,000.00		3,000.00
Addnl. Expense				
Addnl. Expense				
Addnl. Expense				
TOTAL		\$ 64,130.00		\$ 64,130.00

Use the form below to show the sources of your matching funds. Indicate if these funds are currently available or yet to be approved. If funds are yet to be approved, list the date for approval. If applicable, provide additional narrative related to the match.

Type of Matching Funds (Local/State/Federal)	Amount	Funding Source	Availability
n/a			
n/a			
TOTAL			



2022 Phase 3 Project Timeline

The purpose of the timeline is to establish benchmarks during the project period to ensure timely completion. Progress monitoring will occur at 2-month intervals for the duration of the 6 month contract. The schedule is meant to be an aid for measuring the progress of the project and a guide to making adequate contract adjustments when necessary.

Tasks	Period 1		Period 2		Period 3	
	1	2	3	4	5	6
Conceptual Planning	X					
Survey/Evaluation	X					
Phase 1 Design (25%)		X	X			
Phase 2 Design (65%)			X	X		
Final Design (100%)					X	X



Beaufort County
Agenda Abstract

Meeting Date: 9/6/2022

Agenda Section: Item for Consent

Presenter: Kelly Smith, Social Services

Agenda Title: Budget Amendment/Approval of Multi-year Agreement

Summary of Information: Per federal disaster declarations related to the COVID-19 pandemic, the Administration on Community Living has awarded funding from the American Rescue Plan Act (ARPA) for various services under the Older Americans Act. Mid-East Commission Area Agency on Aging has allocated \$121,880 to Beaufort County DSS. This funding will be used to increase capacity of congregate and home-delivered meals. These funds must be expended by September 30, 2024. Since this funding is spread over multiple years, there is a multi-year service agreement, and we are seeking permission for the DSS Director to sign this agreement.

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

Submitter Recommendations/Motions: Approval of the budget amendment and approval for the DSS Director to sign the multi-year service agreement with Mid-East Commission Area Agency on Aging

Attachments:

1. Service Agreement
2. Budget Amendment
3. DAAS-732-ARPA

Beaufort County Finance

Budget Amendment Request

Department: Social Services

Date of Request: September 6, 2022

FY Budget: 2023

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
105330.531305	ARPA – Older Americans (Exp.)	\$121,880	
100222.493455	ARPA – Older Americans (Rev.)	\$121,880	

Department Justification:

Per federal disaster declarations related to the COVID-19 pandemic, the Administration on Community Living has awarded funding from the American Rescue Plan Act (ARPA) for various services under the Older Americans Act. Mid-East Commission Area Agency on Aging has allocated \$121,880 to Beaufort County DSS. This funding will be used to increase capacity of congregate and home-delivered meals. These funds must be expended by September 30, 2024. Since this funding is spread over multiple years, there is a multi-year service agreement, and we are seeking permission for the DSS Director to sign this agreement. 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 Corprew</i>	8/29/2022
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. _____	



Mid-East Commission
October 1, 2021 through September 30, 2024
Service Agreement for
The American Rescue Plan Act (ARPA)

This Agreement, entered into as of this 1st of October 2021 through September 30, 2024, by and between Beaufort County Department of Social Services (hereinafter referred to as the "Provider") and the Mid-East Commission Area Agency on Aging, (hereinafter referred to as the "Area Agency").

The American Rescue Plan Act (ARPA)

Per federal disaster declarations related to the COVID-19 pandemic, the Administration on Community Living (ACL) has awarded funding from the American Rescue Plan Act (ARPA) for various services under Title III B and III-C of the Older Americans Act. Funds must be expended on allowable Older Americans Act activities as defined within the Act, as well as in accordance with state and local policies. Funds must be accounted for, tracked, and reported separate from recurring Older Americans Act or Home and Community Care Block Grant (HCCBG) funding.

WITNESSETH that:

WHEREAS, the Area Agency desires to engage the Provider to render services in connection with an activity(ies) financed in full or part by the ARPA Act.

WHEREAS, the Provider desires to render such services in connection with the said activity(ies).

WHEREAS, funds must be expended on allowable Older Americans Act activities as defined by the Older Americans Act and state and local policy, and

WHEREAS, the Area Agency and the Provider agree to the terms and conditions for provision of aging services in connection with activities financed in part by ARPA and authorized under Title III-B and/or Title III-C of the Older Americans Act, provided to the Area Agency from the United

States Department of Health and Human Services through the North Carolina Division of Aging and Adult Services (DAAS), as set forth in a) this document, b) related administrative letters on the federal disaster grants issued by the Division of Aging and Adult Services to convey the flexibilities, requirements for allowable expenditures and documentation of service delivery, and other applicable flexibilities and waivers permitted under ARPA and Major Disaster Declaration, c) the Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers, d) the Division of Aging and Adult Services Service Standards and, e) the Division of Aging and Adult Services Community Service

NOW THEREFORE, in consideration of these premises, and mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. The Provider shall be the same as those specified on the ARPA Signed Summary for the period stated above as deemed necessary for a prompt and efficient response under the Major Disaster Declaration.
2. Availability of Funds. The terms set forth in this Agreement for payment are contingent upon the receipt of ARPA funding by the Council.
3. Funding Allocation: Funds may be adjusted by the Area Agency based upon funding available and use of funds by Provider at any time. Funding will be based on the DAAS-732.
4. Project Period: Eligible expenses incurred between October 1, 2021 through September 30, 2024 are eligible for reimbursement under ARPA funding. All efforts should be made to provide increased capacity of services throughout the project period. This agreement is issued during a Major Disaster Declaration (MDD) related to COVID-19 which allows for flexibilities granted by the US Department of Health and Human Services, Administration on Community Living. These flexibilities end when the Major Disaster Declarations has ended; however, obligations entered into under this contract during the Major Disaster Declaration period, including flexibilities under the MDD, will be in place until the obligation is liquidated or the obligation period ends.
5. Grant Administration. The grant administrator for the Area Agency shall be Annette Eubanks, Area Agency Administrator. The grant administrator for the Provider shall be , Angela Spencer, Aging and Adult Services Supervisor. It is understood and agreed that the grant administrator for the Provider shall represent the Provider in the performance of this Agreement. The Provider shall notify the Area Agency in writing if the administrator

changes during the grant period. Specific responsibilities of the grant administrator for the Provider are provided in paragraph eight (8) of this Agreement.

6. Assignability and Contracting. The Provider shall not assign all or any portion of its interest in this Agreement. Any purchase of services with ARPA funding shall be carried out in accordance with the procurement and contracting policy of the community services provider or, where applicable, MEC, which does not conflict with procurement and contracting requirements contained in 45 CFR Part 75, Subpart D-Post Federal Award Requirements, Procurement Standards, except for those services purchased in response to, and during the active period of the Major Disaster Declaration for North Carolina due to the COVID-19 pandemic, as declared by the Governor effective January 20, 2020 and continuing. Federal funds shall not be awarded to any subrecipients who have been suspended or debarred by the Federal government. In addition, Federal funds may not be used to purchase goods or services costing over \$100,000 from a vendor that has been suspended or debarred from Federal grant programs.

7. Compensation and Payments to the Provider. The Provider shall be compensated for the work and services actually performed under this Agreement by payments to be made monthly as available by the Council. The total Federal Reimbursement amount of program cost is earned after the units of service, service activity have been entered into the Aging Resources Management System (ARMS) by the 11th of each month. Total reimbursement to the community service providers under this Agreement may not exceed the grand total of applicable ARPA funding. The provider agrees not to use ARPA funds to replace (or supplant) other funding already appropriated for programs and services. ARPA funds should be used to increase existing service levels and to expand services.

(a) Reimbursement of Service Costs

Providers must have a method of projecting service costs based on estimated revenues and expenses, in order to receive adequate reimbursement as well as show reasonable and justifiable costs. Reimbursement of service costs will be based on the DAAS-732-A-ARPA Service Cost Computation Worksheet and the DAAS 732-A-1-ARPA Labor Distribution Form or comparable formats to develop unit and non-unit costs such as previously utilized HCCBG forms.

(b) Payment of Administration on Aging Nutrition Services Incentive Program (NSIP) Subsidy

NSIP subsidy for congregate and home delivered meals is not allowable under the ARPA funding.

8. Collection of Non-Federal Matching Resources. There is no match requirement for the Provider for direct services delivered through the ARPA funding.
9. Reallocation of Funds and Budget Revisions. Any reallocation of ARPA funding between providers or counties shall be voluntary on the part of the Provider. The reallocation of ARPA funds between counties will not affect the allocation of future funding to the Provider. The AAA will monitor the spending rate of funds awarded and retains to authority to redistribute funds if funds within the are being underutilized by a provider and there is no spending plan to use all the funds.

Unless community services providers have been given the capacity to enter data into the Aging Resources Management System (ARMS), Area Agencies on Aging are responsible for entering amended service data into the Division of Aging and Adult Services Management Information System.

10. Monitoring. This Agreement will be monitored to assure that services are being provided as stated in this agreement and as outlined in administrative letters concerning the ARPA federal disaster grants issued by the Division of Aging and Adult Services to convey the requirements for allowable expenditures and documentation of service delivery to eligible older adults.

The Counties and/or the Provider will receive a written report of monitoring findings in accordance with procedures established in Section 308 of the AAA Policies and Procedures Manual. Any areas of non-compliance will be addressed in a written corrective action plan with the community service provider.

- a. Consumer Contributions The requirements of the Older Americans Act (OAA) for the solicitation and receipt of voluntary contributions from older adults for nutrition services are not waived.

11. Disputes and Appeals. Any dispute concerning a question of fact arising under this Agreement shall be identified to the designated grants administrator for the Area Agency. In accordance with Lead Regional Organization (LRO) policy, a written decision shall be promptly furnished to the designated grants administrator for the Provider.

The decision of the LRO is final unless within twenty (20) days of receipt of such decision the grant administrator for the Provider furnishes a written request for appeal to the Director of the North Carolina Division of Aging and Adult Services, with a copy sent to the Area Agency. The request for appeal shall state the exact nature of the complaint. The Division of Aging and Adult Services will inform the grant administrator for the Provider of its appeal procedures and will inform the Area Agency that an appeal has been filed.

Procedures thereafter will be determined by the appeals process of the Division of Aging and Adult Services. The state agency address is as follows:

Director
North Carolina Division of Aging and Adult Services
693 Palmer Drive
2101 Mail Service Center
Raleigh, North Carolina 27699-2101

12. Termination for Cause. If through any cause, the Provider shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or the Provider has or shall violate any of the covenants, agreements, representations or stipulations of this Agreement, the Area Agency shall have the right to terminate this Agreement by giving the Chairman of the Board of Commissioners or Provider's Executive Officer written notice of such termination no fewer than fifteen (15) days prior to the effective date of termination. In such event, all finished documents and other materials collected or produced under this Agreement shall at the option of the Area Agency, become its property. The Provider shall be entitled to receive just and equitable compensation for any work satisfactorily performed under this Agreement.
13. License and Permits: The Provider shall maintain all required licenses, permits, bonds, and insurance required for carrying out contractual services. The Provider shall notify the Area Agency immediately if any required licenses or other permits are canceled, suspended, or otherwise ineffective. Failure to maintain proper licenses, permits, bonds or insurance shall be a basis for the Area Agency to disallow all or part of payments due under this Agreement and/or termination of this Agreement for cause.
14. Approval of Subcontract or Assignability: The Provider shall not assign all or any portion of its interest in this agreement, nor shall any of the work or services to be performed under this Agreement by the Provider be subcontracted, without the prior written approval of the WPCOG.
15. Audit. The Provider agrees to have an annual independent audit in accordance with North Carolina General Statutes, North Carolina Local Government Commission requirements, Division of Aging and Adult Services Program Audit Guide for Aging Services, and Federal Office of Budget and Management (OMB) Uniform Guidance 2 CFR Part 200.

Community service providers, as specified in paragraph one (1), who are not units of local government or otherwise subject to the audit and other reporting requirements of the Local

Government Commission are subject to audit and fiscal reporting requirements, as stated in NC General Statute 143C-6-22 and 23 and OMB Uniform Guidance CFR 2 Part 200, where applicable. Applicable community service providers must send a copy of their year-end financial statements, and any required audit, to the Area Agency. Providers are not required to submit Activities and Accomplishments Reports. For-profit corporations are not subject to the requirements of OMB Uniform Guidance 2 CFR Part 200 but are subject to NC General Statute 143C-6-22 and 23 and Yellow Book audit requirements, where applicable. **Federal funds** may not be used to pay for a **Single or Yellow Book audit** unless it is a federal requirement. **State funds** will not be used to pay for a **Single or Yellow Book audit** if the provider receives less than \$500,000 in state funds. The Department of Health and Human Services will provide confirmation of federal and state expenditures at the close of the state fiscal year. Information on audit and fiscal reporting requirements can be found at <https://www.osbm.nc.gov/management/grants>.

The following provides a summary of reporting requirements under NCGS 143C-6-22 and 23 and OMB Uniform Guidance 2 CFR Part 200 based upon funding received and expended during the service provider's fiscal year.

<u>Annual Expenditures</u>	<u>Report Required to AAA</u>	<u>Allowable Cost for Reporting</u>
Less than \$25,000 in State or Federal funds	Certification form and State Grants Compliance Reporting <\$25,000 (item # 11, Activities and Accomplishments does <u>not</u> have to be completed) OR Audited Financial Statements in Compliance with GAO/GAS (i.e. Yellow Book)	N/A
Greater than \$25,000 and less than \$500,000 in State Funds or \$750,000 in Federal Funds	Certification form and Schedule of Grantee Receipts >\$25,000 and Schedule of Receipts and Expenditures OR Audited Financial Statements in Compliance with GAO/GAS (i.e. Yellow Book)	N/A
\$500,000 + in State funds but Federal pass through	Audited Financial Statement in compliance with GAO/GAS (i.e.	May use State funds, but not Federal Funds

in an amount less than
\$750,000

Yellow Book)

- | | | |
|---|---|--|
| • \$500,000+ in State funds
and \$750,000+ in Federal
pass through funds | Audited Financial Statement in
compliance with OMB Uniform
Guidance 2 CFR Part 200
(i.e. Single Audit) | May use State and
Federal funds |
| • Less than \$500,000 in State
funds and \$750,000+ in
Federal pass-through funds | Audited Financial Statement in
compliance with OMB Uniform
Guidance 2 CFR Part
(i.e. Single Audit) | May use Federal funds
but <u>not</u> State funds. |

16. Audit/Assessment Resolutions and Disallowed Cost. It is further understood that the community service providers are responsible to the Area Agency for clarifying any audit exceptions that may arise from any Area Agency assessment, the County and/or the Provider single or financial audit, or audits conducted by the State or Federal Governments. In the event that the Area Agency or the Department of Health and Human Services disallows any expenditure made by the community Provider for any reason, the County of the Provider shall promptly repay such funds to the Area Agency once any final appeal is exhausted in accordance with paragraph ten (10). The only exception is if the Area Agency is approved to provide direct services under the FFCRA and expenditures are disallowed by the Division of Aging and Adult Services. In this case, the Area Agency is responsible for any disallowed costs. The Area Agency can recoup any required payback from the County and/or the Provider in the event that payback is due to a community service provider's failure to meet OMB Uniform Guidance CFR 2 Part 200, 45 CFR Part 1321 or state eligibility requirements as specified in policy.
17. Indemnity. The Provider agrees to indemnify and save harmless the Council, its agents, and employees from and against any and all loss, cost, damages, expenses, and liability arising out of performance under this Agreement to the extent of errors or omissions of the Provider as allowed.
18. Equal Employment Opportunity and Americans with Disabilities Act Compliance. The Provider, as identified in paragraph one (1), shall comply with all federal and state laws relating to equal employment opportunity and accommodation for disability.
19. Data to be Furnished to the Provider. All information which is existing, readily available to the Area Agency without cost and reasonably necessary, as determined by the Area Agency's staff, for the performance of this Agreement by the Provider shall be furnished to the Provider without charge by the Area Agency. The Area Agency, its agents, and

employees, shall fully cooperate, with the Provider in the performance of the Provider's duties under this Agreement.

20. Rights in Documents, Materials and Data Produced. The Provider agrees that at the discretion of the Area Agency, all reports and other data prepared by or for it under the terms of this Agreement shall be delivered to, become and remain, the property of the Area Agency upon termination or completion of the work. Both the Area Agency and the Provider shall have the right to use same without restriction or limitation and without compensation to the other. For the purposes of this Agreement, "data" includes writings, sound recordings, or other graphic representations, and works of similar nature. No reports or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Provider.
21. Interest of the Governing Board. The Governing Board covenants that neither the Governing Board nor its agents or employees presently has an interest, nor shall acquire an interest, direct or indirect, which conflicts in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the service hereunder in an impartial and unbiased manner.
22. Interest of Members of the Area Agency, Lead Regional Organization, and Others. No officer, member or employee of the Area Agency or Lead Regional Organization, and no public official of any local government which is affected in any way by the Project, who exercises any function

or responsibilities in the review or approval of the Project or any component part thereof, shall participate in any decisions relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is, directly or indirectly, interested; nor shall any such persons have any interest, direct or indirect, in this Agreement or the proceeds arising there from.

23. Officials not to Benefit. No member of or delegate to the Congress of the United States of America, resident Commissioner or employee of the United States Government, shall be entitled to any share or part of this Agreement or any benefits to arise here from.
24. Prohibition Against Use of Funds to Influence Legislation. No part of any funds under this Agreement shall be used to pay the salary or expenses of any employee or agent acting on behalf of the Provider to engage in any activity designed to influence legislation or appropriations pending before Congress.
25. Confidentiality and Security. Any client information received in connection with the performance of any function of a community Provider or its subcontractors under this

Agreement shall be kept confidential. The community Provider acknowledges that in receiving, storing, processing, or otherwise handling any confidential information, the agency and any subcontractors will safeguard and not further disclose the information except as provided in this Agreement and accompanying documents.

26. Record Retention and Disposition. All state and local government agencies, nongovernmental entities, and their subrecipients, including applicable vendors, that administer programs funded by federal sources passed through the NC DHHS and its divisions and offices are expected to maintain compliance with the NC DHHS record retention and disposition schedule and any agency-specific program schedules developed jointly with the NC Department of Cultural Resources, Division of Archives and Records. Retention requirements apply to the community service providers funded under this Agreement to provide Home and Community Care Block Grant and other services necessary to provide emergency response funded through the ARPA funding. Information on retention requirements is posted at and updated semi-annually by the NC DHHS Controller's Office. By funding source and state fiscal year, this schedule lists the earliest date that grant records in any format may be destroyed. The Division of Archives and Records provides information about destroying confidential data and authorized methods of record destruction (paper and electronic) at .

The NC DHHS record retention schedule is based on federal and state regulations and pertains to the retention of all financial and programmatic records, supporting documents, statistical records, and all other records supporting the expenditure of a federal grant award. Records legally required for ongoing official proceedings, such as outstanding litigation, claims, audits, or other official actions, must be maintained for the duration of that action, notwithstanding the instructions of the NC DHHS record retention and disposition schedule.

In addition to record retention requirements for records in any format, the long-term and/or permanent preservation of electronic records require additional commitment and active management by agencies. The community Provider will comply with all policies, standards, and best practices published by the Division of Aging and Adult Services regarding the creation and management of electronic records.

27. Applicable Law. This Agreement is executed and is to be performed in the State of North Carolina, and all questions of interpretation and construction shall be construed by the laws of such State.

In witness whereof, the Area Agency and the Provider have executed this Agreement as of the day first written above.

Provider

By: _____
Authorized Official Title

Print Name

Area Agency

By: _____
Executive Director, Lead Regional Organization Print Name

By: _____
Area Agency Director Print Name

Provision for payment of the monies to fall due under this Agreement within the current fiscal year have been made by appropriation duly authorized as required by the Local Government Budget and Fiscal Control Act.

BY: _____
FINANCE OFFICER, Lead Regional Organization

NC Division of Aging and Adult Services

DAAS-732-ARPA

Provider: Beaufort County DSS

Address: 632 W 5th St, Washington, NC 27889

County: Beaufort

COVID-19 EMERGENCY RESPONSE:

American Rescue Plan Act of 2021 (ARPA)

THE CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT

October 1, 2021 through September 30, 2024

Provider Services Summary

REVISION #1, DATE: 8/19/2022

ARPA	Service Delivery		A				B	C	D	E	F	G	H	I
	(Check one)		ARPA Funding				Local Match NOT	Net* Service	NSIP NOT	Total ARPA	Projected	Projected	Projected	Projected
	Direct	Purchased	Access	In-Home	Other	Total	Required	Cost	Allowed	Funding	Units	Reimbursement Rate	Clients	Total Units
Congregate (062)	X				\$ 38,660	38660	0	\$ 38,660	0	\$ 38,660	4679	8.2625		4679
Congregate non-unit (907)	X				\$ 7,000	7000		\$ 7,000	0	\$ 7,000	0	0.0000		0
Home-delivered meals (061)	X			\$ 76,220	\$ -	76220		\$ 76,220	0	\$ 76,220	9518	8.0079		9518
								\$ -	0					
							0	\$ -	0	\$ -				
							0	\$ -	0	\$ -				
							0	\$ -	0	\$ -				
							0	\$ -	0	\$ -				
							0	\$ -	0	\$ -				
							0	\$ -	0	\$ -				
							0	\$ -	0	\$ -				
							0	\$ -	0	\$ -				
							0	\$ -	0	\$ -				
Total			\$ -	\$ 76,220	\$ 45,660	\$ 121,880	0	\$ 121,880	0	\$ 121,880	14197		0	14197

Community Service Provider

Melanie Coppen, Director

Authorized Signature, Title

8/26/2022

Date

IF APPLICABLE:

Signature, Chairman, Board of Commissioners

Date



Beaufort County
Agenda Abstract

Meeting Date: 9/6/2022

Agenda Section: Item for Consent

Presenter: James Madson, Public Health

Agenda Title: Budget Amendment – Health Department

Summary of Information: Request to amend FY23 budget for the following:

- Reduce Grant Revenue and Expenditure Line \$3,000
- Reduce County Appropriation and Grant Expenditure Line \$15,627

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

Attachments:

1. Health Department Budget Amendment

**Beaufort County
Finance**

**Budget
Amendment
Request**

Department: HEALTH

Date of Request: 9/6/22

FY Budget: 2023

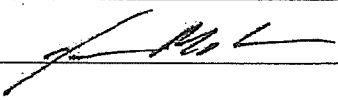
ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
100600-460000	Misc Health Grants		\$3,000
105158-519316	Behavioral Health Community Grant		\$3,000
109991-499100	Appropriated County Fund Balance		\$15,627
105158-519315	KBR Substance/Behavioral Health Grant		\$15,627

Department Justification: Correction on Community Grant and KBR Grant Carryover.

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		8/10/22
Finance Officer		
	This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.	
County Manager	Required for interdepartmental transfers.	
Board of Commissioners	Agenda Item No. _____ Reference No. _____	



Beaufort County
Agenda Abstract

Meeting Date: 9/6/2022

Agenda Section: Item for Consent

Presenter: James Madson, Public Health

Agenda Title: Board of Health Appointments

Summary of Information: On behalf of the Board of Health, the Beaufort County Health Department is recommending the following individuals for reappointment to the Board of Health:

- David Howdy - Dentist
- Mark Roy – Engineer

Terms will begin October 1, 2022, and end September 30, 2025.

Submitter Recommendations/Motions: It is recommended the Board of County Commissioners approve the reappointments to the Board of Health.

Attachments:



Beaufort County
Agenda Abstract

Meeting Date: 9/6/2022

Agenda Section: Item for Consent

Presenter: Carlton Gideon, Mid-East Commission

Agenda Title: Appointing Review Officer

Summary of Information: It has been requested that Mr. Joshua Hollis be added as a Review Officer for County Planning in Beaufort County. Mr. Hollis will be replacing Mr. Carlton Gideon.

The other review officers will remain. Please see attached resolution.

Submitter Recommendations/Motions: Recommend adding Joshua Hollis as a Review Officer.



Appointing Review Officer(s) Resolution

WHEREAS, G.S. 47-30.2 requires Board of County Commissioners in each County, by resolution, to appoint a person or persons as Review Officer to review each plat before it is recorded and certify that it meets statutory requirements for recordings; and

WHEREAS, it is the desire of the Beaufort County Board of Commissioners to insure an expeditious review of all maps and plats as required by G.S. 47-30.2 before they are presented to the Register of Deeds for recording.

NOW, THEREFORE, BE IT RESOLVED, effective immediately, Joshua Hollis, Lloyd Salter, Anthony Garris, and Chris Birdsong are hereby appointed to perform all responsibilities as required for Review Officer under the appropriate North Carolina General Statutes.

BE IT FURTHER RESOLVED that a copy of this Resolution designating the Review Officers be recorded in the Beaufort County Register of Deeds Office and indexed in the name of the Review Officers.

Adopted this the 6th day of September, 2022.

Frankie Waters, Chairman
Beaufort County Board of Commissioners

Kathleen Mosher, CMC, NCCCC
Clerk to the Board of Commissioners



Beaufort County
Agenda Abstract

Meeting Date: 9/6/2022

Agenda Section: Item for Consent

Presenter: Clerk to the Board Katie Mosher,

Agenda Title: Appointment to ABC Board

Summary of Information: The Beaufort County Alcoholic Beverage Control Board is recommending Mr. William O'Neal to a 2-year term, which will expire July 31, 2024, and Mr. Anthony Tyre be reappointed for a 3-year term, which will expire July 31, 2025.

Submitter Recommendations/Motions: Staff recommends approving the above to the Beaufort County Alcoholic Beverage Control Board for the terms specified.

Attachments:

STATEMENT OF INTEREST TO SERVE

If you are a Beaufort County resident and would like to volunteer your time and expertise to your community, please complete and return to:

Beaufort County Board of Commissioners
C/O Katie Mosher, Clerk to the Board
121 W 3rd Street
Washington, NC 27889

Please list in order of preference the boards or commissions for which you would be willing to serve:

- | | |
|----------|--|
| 1. _____ | 2. _____ |
| 3. _____ | 4. ☒ Any/All Boards/Committees (check if applicable) |

Note: By applying for the above listed boards and commissions, I have no known apparent or potential conflict of interest.

* If you are responding to specific criteria for a position, please explain further:

Full Name: William Chad Ortel
Residence Address: 727 Foreman Lane
City and Zip Code: Belhaven NC 27810

Sex: M
Race: W

Mailing Address (If different): Same
City and Zip Code: _____

Home Phone No.: 252-964-0727
Cell Phone No.: 252-943-1234
Work Phone No.: N/A
Fax No.: N/A

Employer: Self
Job Title: Commercial Fisherman

E-mail Address: littlecreekseafood1@gmail.com

Do you live within the extraterritorial jurisdiction of a municipality? no

Educational Background:

Name of High School Attended: Pungo Academy
Name of College Attended: East Carolina University
Degree Received: BS Criminal Justice

Please list any military experience: none

If you are presently serving as an elected or appointed official, please explain:

N/A

Please list current/past employers and volunteer experience you have had which may be beneficial in evaluating your qualifications.

Work Experience:

Commercial Fishermen

Beaufort County Magistrate

Volunteer Experience:

Belham Fire Dept

If I am appointed to serve on one or more boards, I will agree by signing an Affirmation of Understanding and abiding by the Board of Commissioners policy for Appointment to Boards.

Signature:

Date:

8/15/22

* Please feel free to attach a resume if so desired.

**** NOTE:** When applying for a Beaufort County Board or Commission, your application is considered a public record. The Board Appointment Policy requires that applications be on file in the Clerk's office 15 days prior to consideration for appointment.

*****Interest to Serve forms remain current for two (2) years. After two (2) years you should contact the Clerk to the Board's office to update your form.**



Beaufort County
Agenda Abstract

Meeting Date: 9/6/2022

Agenda Section: Item for Consent

Presenter: Katie Mosher, Clerk to the Board

Agenda Title: Approval of Board of Commissioner Minutes

Summary of Information: Approve the following sets of minutes as submitted by the Clerk to the Board.

- Thursday, May 19, 2022 Special Called Meeting – Budget Workshop
- Tuesday, May 24, 2022 Special Called Meeting – Budget Workshop
- Monday, August 1, 2022 Regular Board of Commissioners Meeting

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

Attachments:

The Beaufort County Board of Commissioner met in for a Special Called Meeting on Thursday, May 19, 2022, at 5:30 PM, in the Commissioners Boardroom located at 136 W. 2nd Street in Washington, NC with the following present:

Commissioners Present

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

Staff Present

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

Budget Workshop – General Fund

Chairman Waters said at this time we will reconvene the budget workshops and the item tonight is the general fund.

Mr. Alligood said if you will take a look at the list I'm going to kind of give you a layout of how we're going to run tonight. He said the table of content, we're going to start on the left side and run, essentially, through the contents tonight. He said Ms. Radcliffe is going to start out with the revenue side and talk about that and we'll pick up under general government, human services, and community services. He said now the difference is we're going to skip social services because they've got a conference going on and they're not here, so we'll bring them in on the next night and then on the next night we'll have education, public safety, and social services. He said one other thing tonight, elections, they are fairly close on the expenditure side up front so if Ms. Hopkins is not here they had a 5:00 PM Board meeting so she's coming if you have any questions but if she's not here by the time we get to elections we can move on, if that's all right, until she gets here. He said just real quick, for those of you who have not met, most of you have but Brad Hufford is our new Economic Development Director. He said he's here tonight to just kind of listen and learn on budget side. He said I'm going to let Ms. Radcliffe start off on the revenue side. He said you've got the revenue packet folded up in your book where she will give the details on the revenue side.

Ms. Radcliffe said also I'll be toggling back and forth between that sheet and the one I'm referring to, it's on legal sized paper on the inside of your book, I'll be toggling between that detail and page 19 in your budget book. She said that's where you'll find the general fund summary information for revenues, and we'll be going back and forth between those two papers. She said so starting off, we'll start off with our biggest revenues and that is, of course, property taxes. She said so for next year we are estimating a net taxable value, including motor vehicles, of a little over \$6.2 billion. She said if we apply a 62.5% tax rate and a 98.22% collection rate to that number then that produces a current year levy of almost \$38.3 million. She said if you look at the bottom table on page 19 you'll see that we've recommended for the current year property taxes a levy of \$38,291,000 and then prior year collections we're estimating \$409,000, that's slightly less than what we've collected in the past and the reason we've lowered that for both the prior year levy and the penalties and interest rate is because collection rates continue to improve year after year. She said as the current year collection year improves you're not going to be collecting as much on your prior year levy's and then on your penalties and interest. She said so all in all, total property taxes that we're budgeting for revenue is the \$38,937,630. She said if you'll flip over to the next page we'll move onto sales and other taxes. She said we talked to exhaustion about sales tax. She said I give a presentation almost every month and an update on what our sales tax distributions have been and for us this is really a challenging number to peg because it is so strongly tied to the economy and just not knowing what's going to happen and as I said at our May meeting we're starting to hear talks of a recession coming along down the road. She said you might remember I showed you that chart when I went back thirteen years to the great recession and showed you how the last recession impacted our sales tax. She said not knowing what to do we relied heavily on some information, guidance and resources we had coming from the North Carolina League of Municipalities and the Association of County Commissioners and they're

recommending we use a 3.75 growth factor for sales tax so we backed that down slightly just because we've seen, I believe this year we're training at an 18% growth this year and that's after a 14% growth last year, from the previous year so we settled on 3% as a growth factor for sales tax for next year. She said remember the different articles for sales tax, we've got article 39. She said that is funding earmarked entirely for the general fund operations, but we do have that article 40 and 42 sales tax that we're required to give a certain amount to schools for their capital needs. She said we're required to give 30% of the article 40 distribution and 60% of article 42 to the schools. She said you'll remember I mentioned at our last meeting that I knew we were getting really close on our calculations when I looked at the audit last year and it's really a combination of our sales tax just really being through the roof plus the savings on our debt refinancing that we did. She said so between the two of those coupled together we did increase the allocation for capital to the schools so when you get to the schools you will see a recommended amount of capital to the schools based on that statutory calculation. She said just want to mention that when I look back historically we always have paid the schools much more in capital than the actual calculation required. She said so we actually fund the schools based on their need. She said we don't fund the school based on this calculation. She said we simply do this calculation to make sure we're giving the minimum required if that makes sense. She said next we have inter-governmental revenues at the bottom of page twenty, and this is just it says. She said these are revenues from federal and state agencies. She said they're restricted, predominantly for DSS and Health operations. She said there's a little bit of funding in there for the lottery funds restricted for the schools and then also the district taxes for EMS that come from Washington Township, Bath Township and also the town where county provides EMS, which is Belhaven, Bath and Pantego. She said that's where we account for that funding from the district tax. She said it comes back to the general funds to offset, to help offset the costs of running our EMS operations. She said page 21, these are the license fees and other miscellaneous general fund revenues. She said you can see them listed there. She said historically they're about \$2.5 million a year. She said that actual 2021 number you see there at \$13.6 million, don't let that throw you off. She said that is where we had to do the accounting for the refunding proceeds on the bond refunding and also the other big change there, the health fees related to Covid. She said so once you subtract those out it normalizes that \$13.6 million and that brings you down to about the \$2.5 million number and that's where we expect that to be. She said mostly, these are made up of miscellaneous funds that are charged to users to offset the program costs of whatever is being utilized there. She said then on page 22 we have investment earnings and we're estimating those to be about \$50,000 with the recent increase by the Feds of the rate of fifty basis points this number might go up slightly but we've been getting very poor returns, as you can imagine, on our investments, on our idle cash. She said it's still a great time to borrow but not such a great time to have fund balance sitting in an account earning interest. She said then I'll put you back over to page 19 to talk about the last two revenues at the very top, the bottom two categories at the very top, the administrative charges from other funds, the \$366,576, those are charges from the water fund and the solid waste fund back to the general fund for mostly personnel that do work on behalf of those funds. She said in other words HR, and finance. She said we pay the water fund bills, we pay the solid waste bills, we pay their employees, so we charge those funds back a little bit of our salary and benefits to reimburse the solid waste fund. She said then finally, below that, appropriated fund balance, Mr. Alligood spoke about this Monday night in his budget message. She said we've appropriated \$1.6 million of fund balance to be used for two new programs. She said the first one is to set aside funding for the worker's comp reserve which you voted on, I believe at your April meeting and then also \$1 million for the Beaufort Promise to provide for scholarships, four years of scholarships for Beaufort County residents at the Community College. She said so I really refer much to the detail, but you can see every line item on legal sized piece of paper. She said that's every line items, it's several pages. She said all these numbers on these pages roll up to what I just reviewed, and I'll give you a moment to review it all and if you have any questions I'll be happy to answer those for you.

Chairman Waters said when you look at the sales tax is that the gross amount before we spread the money to the schools.

Ms. Radcliffe said yes, that's gross.

Commissioner Rebholz said just off hand, what do you think we're going to earn this year from investment earnings. He said we had budgeted \$75,000.

Ms. Radcliffe said I think we'll be lucky to get \$50,000.

Mr. Alligood said I'm going to take you back to page 13, catch up before you get into the expenditure side. He said on page 13 you will see the summary of authorized full-time positions. He said this is presented each year to the Board. He said you will see there are no recommended additional positions in this budget. He said there are the same number of FTE's that you had in fiscal year 21/22. He said we also give you four years backwards to see what the changes were over the

years. He said you'll see the highlights, the asterisks to make sure you can understand if someone reads it to see why a position was added somewhere and when it was. He said you'll see chore workers, we moved those out when folks retired and moved that over to contract services. He said like in 21/22 the Board added a full-time person to the Health Department. He said I wanted to show that historically so you could see. He said so that's the summary of authorized positions. He said starting on page 15 you'll see the salary plan for 22/23.

Commissioner Richardson said I have a couple of questions about that. He said is this being filmed, being streamed.

Mr. Alligood said yes.

Commissioner Richardson said number one, going to the Planner, there's three people listed in Planning. He said where do they work and who supervises them.

Mr. Alligood said in Planning that is the Inspections group. He said remember we had Planning and Inspections combined so there is a front person who handles permits and answers the phones and then there is the Chief Inspector and the other Inspector.

Commissioner Richardson said well I probably missed the thing about it. He said it ought to be Inspections/Planning rather than just Planning.

Mr. Alligood said we can certainly change that. He said it's always been kind of listed together as Inspections and Planning and when we moved that over to the COG it stayed that way but that's Inspections.

Commissioner Richardson said okay, then the other part is the Sheriff's Department. He said there are no summary totals in the Sheriff's Department. He said it's sort of a mishmash summarized. He said I went through and added up, in 2017/18 there were ninety-seven people in the Sheriff's Department and that Sheriff's Department includes the Jail, the bailiffs and the emergency call in, 911. He said so okay, ninety-seven and then in 2018 you've got 107 and in 19/20 you had 107 and now we're back to 102.

Mr. Alligood said we're actually at 94. He said in FY 21/22 we're at 94. He said you reduced positions when they moved over, when the contract took over for the school systems, the SRO's, those came out. He said then the Board started allocating positions in total to the Sheriff's Office, total FTE's so the total number of FTE's in the Sheriff's Office is ninety-four this current year and then we're recommending again ninety-four in the proposed budget.

Commissioner Richardson said so we went from 102, okay, that's less twelve plus five, is that right.

Mr. Alligood said yes.

Commissioner Richardson said so we're really increasing the number of people in the Sheriff's Office, okay.

Mr. Alligood said actually we're not. He said our recommendation is you stay exactly where you were this year at 94.

Commissioner Richardson said but I mean within the two years there's an increase, we added the five people. He said there was an increase. He said twelve went out, five came in so there's a net reduction of seven but then we contracted for the twelve over at the schools so there's still an increase of five people in the Sheriff's Department.

Mr. Alligood said I wouldn't say there's an increase in the Sheriff's Office because you contracted with an outside agency. He said they're not deputies. He said that's with the school system who contracted them.

Commissioner Richardson said but we contracted for those same services that those twelve were providing with another company and then we added five employees to the Sheriff's Department.

Mr. Alligood said that's right.

Commissioner Richardson said so it's a net increase. He said the way I do accounting that's an increase.

Commissioner Rebholz said that contract is not with us it's with the school system.

Mr. Alligood said that's correct, it's with the school system and it's a three-year contract and it's actually more expensive than internal. He said then you'll see, starting on page 15 is the salary plan, the 22/23 salary plan. He said that gets presented each year. He said usually the grade, the hiring ranges, the positions, whether they are FLSA, yes or no means they're subject to FLSA or if they're not there is, if it is a safety sensitive position, if it is considered a safety sensitive position then they're in the random drug tests. He said if they are not a safety sensitive position you're not allowed too random them. He said then it shows the department. He said this is the latest, as you'll see this includes the special hiring rate for the Deputy Sheriff's that was approved by the Board at the April 6th meeting. He said so I am going to pick up, I'm not sure where, exactly this one was in the book. He said page 25, it's the legal sheet we folded over and laid sideways for you, that's the summary of the general fund expenditures. He said I'm going to work from that page and then if there's questions we can drill down individually to each department. He said you'll see that starts on page 31 with the Board of Commissioners. He said what we show in the summary is net changes and we list out things that are typically above 5% so they're pretty clear. He said for an example, under governing board you'll see under the big spreadsheet that the recommended, we have a column that shows the fiscal year 22/23, what we're recommending compared to the 21/22 original. He said so what was originally approved in this current fiscal year and then we show what we're recommending in next fiscal year and that's the difference. He said so there's an increase of \$19,000 in the Board's budget, that's 5.3% and one of the drivers of that is we added some additional funding so if you go to page 32 you will see the actual line item budget of the governing board and you will see in the one column that shows original budget and then you see the recommended so you can see over the 22 original budget, like in salaries it's \$121,854, it's up to \$130,129. He said that's the change in the healthcare piece that the Board voted on years ago and some changes there. He said but you can see exactly any changes. He said the big driver for that is we added under professional services legal we added \$6,000, it was originally \$84,000, we bumped it to \$90,000. He said the reason we added the \$6,000 in there is the \$84,000 is simply the retainer right now for the County Attorney and occasionally we'll have outside work that needs to be done and that \$6,000 would allow some of that outside work to be done when the County Attorney needs some outside work done without us having to, we do it every year, we might as well budget for it. He said so that's the big driver there. He said you will see the notes side on the big sheet where it says increase in professional services. He said, any questions about the governing boards line-item budget. He said the next one we move to is County Administration. He said that is up \$12,740, or 2.6% and we don't, there's not really a main driver in there. He said happy to answer any questions about it. He said I think as I looked through on this one it's mostly due to salaries and retirement because we did have a bump in retirement this year, again and I think everything is generally the same or down in a couple of places. He said I'm happy to answer any questions as you look at page 34 on the specific line item of County Administration. He said the next one down is Finance, that starts on page 35. He said the line-item budget is on page 36. He said Finance is up \$28,000 or 4.2%. He said just looking in general, since it's not above 5% there's really no driver. He said we had increases in retirement from the state and health insurance so that's a driver for all of the budgets. He said the audit went up so there's an increase in the audit fee and that's generally the only significant increase beside the overall increases for all departments based on health insurance and retirement. He said happy to answer any questions and like I said, we have the department heads here so if there's anything you want to dive down into in the Finance budget Ms. Radcliffe can answer those and then as we move on to Human Resources, their budget. He said so any questions on the Finance line-item budget. He said Human Services, it starts at page 37, the line-item budget begins on page 38 and then in Human Resources that's up \$7,000 or 2.9%. He said again, this is a three-person department, so the numbers are up simply because of health insurance, retirement.

Commissioner Rebholz said did we put the 5% COLA in there.

Mr. Alligood said no sir. He said that's listed as a service expansion. He said are there any specific questions you may have about that. He said there really isn't any big drivers for that. He said we increased from the original budget \$5,000 on professional development because we're trying to get some additional training done and help with some certifications and things. He said so in general no major driver but when you have a small department the health insurance and retirement mandates from the state cause those budgets to go up again. He said it's a 2.9% increase. He said the Tax Assessor is actually down 0.8%, it's essentially flat. He said the line-item budget is on page 40. He said you'll see the original budget was \$1.2 million, the recommended is \$1.19 million. He said if there's any questions Mr. Salter is here to answer those, but this budget is down \$10,000. He said Tax Collector budget is on page 41, line-item budget is on page 42. He said you'll see that budget is up, overall, \$9,700 which is 1.5%. He said again, when you think about some of these departments that have lots of personnel in them, there's been some cuts in these budgets because the health insurance went up, retirement went up and obviously we anticipated some inflationary issues as well with some of the things they're doing so in general, when the budget is that low, that small of an increase, 1.5% is actually some specific cuts that went into it. He said so court

facilities is a little bit different of an animal. He said it's up \$47,000 or 19.9% and that's driven by the security contract. He said if you'll look at page 44, that is the line-item budget for the court facilities. He said included in that is the jury commission, we pay money for the jury commission so they can do that. He said courthouse operations is the funds that were set aside by the Board at \$12,500. He said that's a line-item that the Clerk of Court can use for things that need to be done in the courthouse that they need. He said we've done that every year for several years now. He said you'll see utilities are up, they go from \$105,000 to \$123,000. He said obviously we've seen those go up across the County. He said there's a little increase in repairs, it goes from \$5,000 to \$7,500. He said that too is driven by supply chain issues and every time we try to do something with maintenance the costs are going up tremendously. He said the main driver on this is the contract services. He said we brought that to the Board for Allied Universal, the services their providing for the courthouse security. He said that contract went up from \$145,000 to \$172,000. He said that is the main driver of that 17.9% increase, the utilities and the contract services. He said Elections is up next and elections is up 2.6% overall. He said their budget starts on page 45 and the line budget is on page 46. He said again, that's a small amount, it's \$9,000 and is mostly driven by personnel and retirement going up a bit so we can probably text Ms. Hopkins, unless the Board has a question we can text Ms. Hopkins and tell her she doesn't need to come. He said they had a 5:00 PM Board meeting. He said Register of Deeds is next. He said their up, that starts on page 47, her line-item budget is on page 48. He said it's up 5.1% or \$21,000 and that is related to some equipment purchases that comes from the restricted automation funds. He said that's money that when fees are collected by the Register of Deeds a portion of that money goes into a state restricted automation fund and Register of Deeds across the state use those funds for automation services to try to automate and to do more electronic things in the office. He said there's some expenditures that the Register of Deeds is proposing and that is mostly driven by an increase in the restricted automated funds. He said that's that 5.1%. He said if there's any questions Ms. Whitehurst is here if you have any specific questions about her budget.

Chairman Waters said there are none.

Mr. Alligood said we'll move on to maintenance. He said this is up, and this is a pretty significant bump, it's \$192,000 up or 14.2%. He said I talked a little about this in the budget message from the other night. He said that budget starts on page 49 and the line item is on page 50. He said obviously we're seeing a tremendous increase in maintenance costs. He said I know that in speaking with our maintenance crew when they go to get prices they're told we'll give it to you for the next week. He said they've got to call us back because prices are moving that fast. He said there's also some additional increases due to the HVAC maintenance work that we have to do this year. He said you'll recall under the CARES Act money that you used to put in some additional filtration and UV lights in the HVAC systems to try to take care of contamination issues due to Covid or any other virus, bacteria, things that might be in the air, those have to be changed out so there's an increased additional cost for that so that's what's driving that, along with utilities, because in this budget you'll also see all of the utilities for every building that we have.

Chairman Waters said the one penny tax that we did, is that in this budget.

Mr. Alligood said it's not.

Ms. Radcliffe said it's in the budget though.

Chairman Waters said but it's not in this.

Mr. Alligood said it's in a separate department. He said so debt service is next. He said debt service is on page 51 and it runs through 52 and 53. He said that shows you all of the debt the County currently has. He said you see what the percentage of tax supported debt to appraised property value is, 0.15%. He said the total general fund debt per capita is \$332 so your general fund debt is \$332 for every person in Beaufort County, essentially that's what it equates to. He said the majority of that general fund debt is school bonds debt. He said I said that wrong, the GO debt, the General Fund Go debt is \$207 so the total, I want to try and clarify that because I said the school is so overall, all of the debt, including the general fund debt and the non-general fund debt is \$332 per person. He said the GO debt, the general obligation debt, which is your school bonds is about \$207. He said you'll see that those have come down through the refinancing. He said there are only two that are hanging out there now. He said you can look on page 52 and you'll see outstanding debt, the energy contract, the outstanding USDA purchase for the health building at the Community College, the installment purchase for the building at 117 W. 3rd St, the installment for major capital that we did three or four years ago. He said we took a loan against the health care fund that was the trailing liabilities, and the Board took a loan against that. He said you'll see that gets paid out, it will be paid out in 2028. He said we pay that back at about \$370,000 a year and you can see that in the debt service. He

said we also, at the time we looked at what the interest rate was so you're paying yourself back with interest, just like you were taking a loan from a bank, you took a loan from the trailing liabilities fund and you're paying that back with interest. He said then you have the two GO bonds, and you'll see the outstanding debt so right now, as of 6/30/22 the County has total outstanding debt of \$14.8 million and you see how it runs out. He said on page 53 you'll see what year each one of those debt services were issued, when their final pay date is, what their actual number is and how much we budgeted each year for it, what the current interest rate is and what the type of bond type is, whether you have a GO Bond, which is where you pledge the full faith in credit of the County, essentially your taxes, your ability to raise taxes, that's what your GO is. He said then your installment which is essentially where you pledge the capital that you bought so instead of saying to the bank we're going to pledge the full faith and credit of the County to raise taxes if we need to fund this, you're saying we bought this piece of equipment and you're saying to the bank if we default on that, which we never will but if we were to default on that you can have the piece of equipment back. He said it's kind of like a car loan, if you default on a car loan they'll come and take your car away from you, that's what installment financing is for us. He said 168 financing, the State of North Carolina allows you to do it and it works really well because it is expensive, it is extremely expensive to go out and do general obligation debt because you have to do all of the rating agencies so it costs money, but you can see our interest rates. He said our General Obligation Bonds are at 1.17%, 1.23%, they're way down there so we've done really well. He said we've been very fortunate, not only very fortunate but we've been strategic in how we've handled our debt and what we've done in saving the County money and decreasing the terms on those. He said I'll be glad to answer any questions about debt but obviously you'll see it down \$70,000 and that's the way debt is, as we pay it off it slides down. He said the next is non-departmental. He said these are expenditures that essentially relate to all departments across the entire County, so we label them as non-departmental and pull out of this. He said so this is up about 6.9% and that is due to property liability. He said you all recall we are in the Association of County Commissioners risk liability pool. He said there has been some pretty significant hurricane impacts across eastern North Carolina and the middle part of the State. He said the Association has had some increases due to some of those impacts, so we saw an increase in our rates. He said we also saw an increase in our deductible for a named storm, but we also were able to save some money by doing the workers compensation fund so overall the non-departmental is up about \$56,000 and the main driver in that is the property and liability insurance increase. He said on page 57, transfers to other funds. He said you will see that is up 209% but that is where we are transferring money out of the general fund, the fund balance, to put into the workers compensation fund. He said you'll see on page 57 where it breaks those down and just briefly go through them. He said you have the revaluation funds where we're putting \$162,050. He said the revaluation fund you're required to do that to look at what time period you're going to do revaluation, if it's an 8-year reval you put 1/8th of what you think the cost of that reval is going to be so you're required to set that money aside so you can pay for the revaluation. He said the economic development fund, that's \$45,000. He said that is the funding that remember when there was the City/County ownership of the airport and everybody parted ways and there was an agreement that the area inside the fence would be de-annexed by the City and in return for de-annexing the area inside the fence by the City, as an economic incentive, if you own an airplane you would only be taxed one time, you wouldn't be taxed by the City and the County. He said you set a floor, there was an agreement where you set a floor and you said here's the value of the property as of that agreement. He said the County gets that amount of money every year. He said any growth in that goes to the City. He said it was essentially an opportunity for the City, since they took over the airport, the County got out of it, it was an incentive for them to try to grow the business out there and they would be rewarded for growing business. He said the County was held harmless at that value at the time and that's where you've heard about the City is interested in having a conversation about adjusting that because right now, once it gets to \$100,000 then the agreement says you'll come back together and talk about it and how you might want to do something additional to help them because the goal was for the airport, based on the property value at the airport essentially, that plus fuel sales and hangar rentals and other things so that it would be self-sustaining. He said once we get to \$100,000 the agreement says that's where it stops, and you renegotiate. He said that's where this money comes from, we call it the airport grant so extra tax value that's out there that the City has helped bring, we cut them a check. He said we take the value, we take the revenue of that from the taxes, we take our portion out, the base value, and then we send the rest to the City so that's what that is. He said the facility improvements capital fund, that's the one penny that's pulled aside every year since the Board established that, to do capital improvements in the County. He said the capital reserve fund, that's \$30,000. He said you recall that in prior years you all made an agreement with the Board of elections that you would set aside, and you see that \$55,000, you set aside \$55,000 for a number of years and then they replace the voting equipment and you didn't have to go looking for money because you'd set aside money every five years and it was sitting right there and they bought the election equipment. He said the Board of Elections asked, they said they'll eventually have to replace this equipment too, it doesn't last forever. He said so instead of setting aside \$50,000, how about set aside \$30,000 and keep doing that and when it gets to a certain amount and we get to the point where we have to replace the equipment the

money is there, we don't have to go find it somewhere else. He said so that's where that \$30,000 is. He said special revenue fund, the \$1 million, that is the transfer for the Beaufort Promise and then to the Workers Compensation reserve fund, the \$746,000. He said \$600,000 from fund balance and then the remainder of that is interest that we anticipate earning on that and the savings that come out of the deductible that we have so that's what the \$746,000 is. He said we talk about the \$600,000 and you're like wait a minute, you said \$600,000 but that shows \$746,000. He said it's the \$600,000 plus the savings plus some interest that we anticipate earning on that and that will be set aside in that special revenue fund to draw against based on our \$100,000 deductible for workers comp claims. He said any questions on transfers for other funds. He said I know that stands out when it says \$200,000 higher from the prior year.

Chairman Waters said so we're transferring the whole \$1 million to the foundation.

Mr. Alligood said we're not transferring it to the foundation, we're transferring it internally to a special revenue fund and the way it's set up we're showing that as a 4-year funding cycle so essentially, unless the Board changes that what we've set up is \$250,000 each year for four years, makes the million and what will happen is the Community College will do their thing. He said they'll send it over to us and say we've had this many people qualify for the Beaufort County Promise up to the \$250,000 and we would reimburse the Community College for that.

Commissioner Rebholz said is there any interest on that.

Mr. Alligood said I don't think there is but there would be just a little bit, it would depend upon the numbers. He said we've not shown that in this million. He said contingency, we'll flip over to page 59, so fifty-nine is contingency. He said as you remember we typically set aside \$100,000 each year. He said last year we put it in the budget and the Board pulled it out to do something different. He said that is why you, well I show 0%, it wasn't there last year because you decided to do something else, but we always like to have \$100,000 in contingency. He said remember that contingency is something that we do not have the ability to spend because it's in contingency line-item general statutes say that it has to come back to the Board. He said we can't spend contingency money without asking permission of the Board because it violates that law. He said we're skipping social services; they will be here next week, so we'll move to Health Department and Mr. Madson is here to dive down if you have any questions. He said what you'll see in the Health Department is they are up 13.6% and that is due to an increase in State grants to fund MAT, substance abuse and communicable disease grants. He said that's medically assisted treatment, the opioid medically assisted treatment so there's some money coming down from the state, they're all state funds and we have to show that money coming in. He said that is the significant driver in why that is up. He said in the budget message we talked about that and actually what the Board has always asked is what is the state dollar compared to the County dollar because the state funds programs at the Health Department and then there are County dollars and that number went from 45% last year to 39% this year so the County dollar has gone down and the State dollar has gone up in funding and that's what we always get asked, typically by the Board. He said it's generally 45%, where we usually stay but because of these additional funds from the State it's gone down a little bit but typically we're 45% County, 55% State in Mr. Madson's budget.

Commissioner Rebholz said has the County dollars actually gone down or is it just the State dollars have gone up and the County dollars have stayed flat.

Ms. Radcliffe said it's probably more that the State dollars have gone up.

Commissioner Rebholz said so we're still paying what we paid in the past, as a County, dollar-wise in the budget.

Ms. Radcliffe said dollar-wise, probably so, yes.

Mr. Madson said it's down \$15,000 from last years budget, \$9,000 from the year before.

Ms. Radcliffe said it's about the same.

Mr. Alligood said \$15,000 on that budget is about flat. He said Veteran Services, you've got a couple, flip on over to Veteran Services on page 91. He said that is a one-person shop, the line-item budget is on page 92 and again, that's up 5.5% or \$3,000 and that is just operational cost increases, retirement, health insurance and a couple of other things but because that is such a small department that shows up, it shows a big impact on a very small budget so that's basically the 5% increase but I think if you, I know the Board gets a report every month from the Veteran's Officer and I know that in listening to the community they're very pleased with the efforts that are going on in the Veteran's office. He said you see

the numbers that are now being brought in for benefits that veterans are due from the federal government that our Veteran's Officer is helping to make sure they receive so it brings dollars into the County and helps people who have served their Country and are due those benefits who may not have gotten them and Ms. Haddock helps them qualify for and make sure they get qualified and helps them with all the paperwork. He said all the way from that to funeral benefits and things like that, so a really important service provided by the County to Veterans. He said also, like I said it brings money into the County and for the community as well. He said Area Mental Health and Transportation, that budget is on page 93, the line-items are on page 94. He said that is the transportation that you will recall many years ago when the state said counties need to provide a public transportation system. He said some counties got into the transportation business, like if you're in Pitt you have PATS, the Pitt Area Transportation System. He said here we said we didn't want to be in the transportation business, so you worked with Beaufort Area Transit through the Beaufort Developmental Center, and they run that, essentially, so there's path-through money from the state that goes to them. He said it is flat this year. He said you'll see on that it includes \$193,000 for transportation. He said it also includes \$55,000, which has been relatively flat for a number of years, to the Developmental Center. He said there's some money that comes through for elderly and handicapped transit. He said there's an NCDOT grant that comes through for transportation. He said there's a piece in there for Passages and that is substance abuse and mental health that is a contract that Passages is doing that flows through the County. He said that is a state grant, the state reimburses them on that. He said alcohol treatment, \$20,000 and the Trillium Health grant, the \$157,000, that's based on the ABC revenues. He said if there's any questions regarding Trillium Vice-Chairman Langley will be happy to answer any of those.

Commissioner Walker said how are you doing with anticipating the skyrocketing costs of fuel on all of these interests that involve fuel.

Mr. Alligood said for us we've anticipated and pegged; we've looked at what the projections are for fuel and that was at what.

Ms. Radcliffe said actually we've got it at \$375,000 and we've probably got it a little low.

Mr. Alligood said what we did was we looked at that number and projected it across what our normal consumption rates are for the year and bumped it up a little bit so you'll see those when we get into the departments that have lots of vehicles on the road, whether it be EMS or the Sheriff's Office, you'll see the fuel line item go up significantly.

Commissioner Walker said I heard they were programming some of the gas pumps for \$10.00 per gallon.

Chairman Waters said in California.

Mr. Alligood said so we'll move on to the next group of is Community Services and that starts on page 95 with Cooperative Extension. He said you'll see the line-item budget for Cooperative Extension on page 97. He said that is an agreement that the County has with NC State and A & T to provide those services as a cost sharing piece. He said what we do is we send in money to those entities, NC State, for that service. He said they do have some line items that they work off of. He said you'll see at the top the UNC Personnel contract, that's the big piece of it. He said this budget is also up a little over \$60,000, or 21% and that's specifically to replace a tractor. He said I think Mr. Gurganus gave you a handout on that. He said they've had the tractor for umpteen years, it is in bad shape, so when Mr. Gurganus brought it to us we looked at it and we budgeted it in there, you'll see it at the bottom, it's \$64,000. He said for us, I don't know how long they've had the tractor, 15 or 20 years, but we would view that, from our perspective we would view that just as a replacement like any other vehicle, like if we were replacing a pick-up truck for a department. He said so we show that as a vehicle purchase replacement for \$64,000. He said that's the main driver in that, and we anticipate we won't have to do that for another 20 years, 15 or 20 years.

Mr. Gurganus said the tractor we have is almost 30 years old.

Mr. Alligood said almost 30 years so Mr. Gurganus is here to answer any questions you have about that but that's the main driver in why that's up.

Commissioner Richardson said I have some questions about it. He said what do we use the tractor for.

Mr. Gurganus said the tractor is used for test plot implementation. He said a history here in the County, with extension to implement corn hybrids, soybean variety trials and different types of hybrids and how they react to our growing conditions.

He said farmers like to come and look at those. He said you make a poor decision on a hybrid variety, especially in today's world that farmers are operating in. He said we do a lot of test plots, a lot of demonstrations, we show different practices, different things of that nature so that's what the tractor is used for primarily.

Commissioner Richardson said when you do test plots, these are for the seed companies, right.

Mr. Gurganus said we have a fairly sizable footprint in that area, yes but the companies give us money. He said I charge them an entry fee and we plant them. He said the idea is that we're providing an unbiased platform for them to look at these. He said it's not the companies that are putting these out, this is an independent group at NC State. He said in other words, putting these varieties out so that they can look at them and evaluate them for their different traits and their yields as well.

Commissioner Richardson said do we do plantings in other counties.

Mr. Gurganus said when we have the Black Land Farm Manager's tour that tractor, this planter, and other equipment will often go to other counties to plant those plots because that's a regional field day that we implement so I will go to Tyrell, well Tyrell County, Washington, and Hyde County occasionally. He said that event happens in one county every year. He said it's not like we go to all three every year. He said we might go to, I went to Washington County last year, a couple of years ago we were in Hyde County and then this year we're in Beaufort County. He said then I have also other things that I do within our County as well so it's always operating here.

Commissioner Richardson said do other counties do this.

Mr. Gurganus said yes, to varying degrees. He said we are probably the most progressive county in the State when it comes to doing this. He said again, there was a history here when my predecessor, they kind of got the ball rolling and I've picked that up and maintained it, but we're blessed to get good support. He said that planter, if you've got a picture up there, is a donated unit. He said probably a \$40,000 or \$45,000 donation of equipment that Quality Equipment gave us a few years ago, which gives us a modern planter that we can do this work with. He said the offset is it needs a better, more advanced tractor to pick it up and operate it and that's part of the reason I gave an explanation in there.

Commissioner Richardson said what would seed companies do if governments didn't do their test plots for them.

Mr. Gurganus said these companies all have their own testing programs. He said you can ride around the County and see, I hate to name names, but you will see Pioneer Seed rep will have his varieties, you'll see them on the side of the road, you'll see the signs. He said you might see other companies doing the same thing. He said like I said, the advantage that we have in doing this, and that the growers like is that everything we do in Extension and University where our charge is to be unbiased and researched based so we're not trying to sell a specific hybrid. He said matter of fact, well we're giving them the opportunity for them to look at a bunch of different hybrids from different companies. He said we harvest the plots, get the data, put it into a package format so they can look at it and see an independent, unbiased situation, which is best and not driven by the companies. He said a lot of times the companies will have their varieties and then one of the competitors in there to show the differences. He said we put them all.

Commissioner Richardson said when did we start planting for companies.

Mr. Gurganus said we've been doing this kind of work for 30 years. He said that tractor, a Ford Tractor, was purchased in 1993 to do this very thing with wheat, soybeans, and corn so since 1993 at least.

Commissioner Richardson said that was when Mr. Dilday was on the Board.

Mr. Gurganus said Mr. Dilday, yeah.

Commissioner Richardson said he owned a seed company didn't he.

Chairman Waters said I moved back 30 years ago, and they were doing it then.

Mr. Gurganus said yes, Mr. Dilday owned a company where he would contract with growers where they would grow wheat and soybeans, then he would bring it in, process it, condition it, re-bag it, treat it if it needed and then re-sell it.

Commissioner Walker said so it's a 1993 tractor, is there a salvage value.

Mr. Gurganus said everything is, right now all prices are pretty high. He said I would guess that the tractor would be \$5,000, \$6,000 or \$7,000. He said it's a low hour tractor actually, it doesn't have that many hours on it. He said it's just old and not updated but if we put it on the GovDeals site I would imagine it would bring \$5,000 or \$6,000.

Commissioner Walker said the bigger tractor, do you have a place to keep this tractor and would a bigger tractor fit,

Mr. Gurganus said we do, I've got this equipment all over the place, to be honest with you. He said a lot of farmers will give me a spot and let me grow seeds. He said down in Belhaven, Mr. Dilday's former place, it's operated by somebody else now and they give us a spot to store a lot of this equipment in. He said we have a storage unit that we rent to keep things in. He said sometimes it's just a farmer's shelter where they say put it over here where it will be out of the way, safe and out of the weather. He said we try to keep everything protected as much as we can.

Vice-Chairman Langley said you did say you have a revenue stream attached to that; they actually pay you to do it.

Mr. Gurganus said yes, so we, that's specific to the variety and hybrid trials. He said there are other things that we do also but yes, with the hybrid variety trials that we test we would charge each company an entry fee per variety or hybrid and then that money goes into keeping, upkeep on the plots, maintaining, fertilizing them and doing all of the things that you have to do to implement those kinds of trials and for equipment repairs.

Vice-Chairman Langley said how many of those do you do per year.

Mr. Gurganus said this year I scaled it down just a little. He said I think on the corn side we've got forty hybrids. He said on the soybean side I've had as high as 809 but this year we're closer to fifty-five.

Mr. Alligood said moving on to Soil and Water Conservation you'll see that's a 3.8% increase. He said no large driver of that except, of course, health insurance, retirement, and some small operational increases. He said that budget starts on page 99 with an introduction and description of it and then their line-items is on page 102. He said Ms. Williams is here if you have any questions about it. He said he said it's fairly flat, it's just accounting for insurance increases and retirement increases. He said on page 103 is Youth Services and the line-item budget on that is on page 104. He said you have the explanations on page 103. He said it's made up of JCPC program, you're very familiar with the JCPC program. He said those are funds that come through the State and the County matches 10%. He said you see the entire amount, the \$204,187, that's the entire amount. He said you're only matching 10% but we have to show the entire amount of revenue stream that comes in from the State that offsets that. He said it's actually down \$1,267 from last year because there was a slight decrease from the State. He said the rest of the programs, Pamlico Pals, the Boys and Girls Club, are funded at the same levels so you'll see a slight decrease of 0.5% or that \$1,267, which is associated with the JCPC. He said so Outside agencies, and as you will recall, the way we do outside agencies is a flat budget. He said any changes from outside agencies will come to you as a service expansion and there are a handful of outside agencies who are requesting additional funding or who are looking to be new funders, but you will see those in the service expansion but this, essentially, is a flat budget from last year that funds the outside agencies that you funded last year at the same level you funded them last year. He said that budget is flat and any changes that are being asked for, the outside agency that's requesting that change will come in and present to you next Thursday and lay that out for you and ask you for that increase and you can make the decision on whether you want to fund it or not.

Chairman Waters said in the expansion.

Mr. Alligood said yes sir, in the expansion. He said they will come in behind the County departments. He said the next budget is the Economic Development budget. He said that starts on page 107, the line-item budget is on page 108. He said that budget is slightly increased at 1.8%. He said there are a couple of service expansions that you will see on Thursday. He said I'm not sure exactly where we're going to be on those. He said what Mr. Hufford and I have talked about is, what I want him to do is spend some time evaluating the program, looking at some things before we bring it to you. He said any changes, he needs some time to look at them. He said Mr. Johnson obviously had some thoughts about what he wanted to do, not discounting those but I want Mr. Hufford to look at those and make a decision about where he wants to go with it so what I would say to you is we'll probably lay those service expansions out for you. He said we don't anticipate you doing anything with them, but we ask you give them a little bit of grace over the next year as he evaluates that program.

He said we may come back to you if he says we really need to do this based on my experience, those kinds of things. He said but in general, like I said, this budget is only up \$3,500 or 1.8% and again, it's two people, it's driven by retirement increases, health increases and just small operational increases. He said on page 109, this is Planning and Inspections. He said Commissioner Richardson, we'll make that, we'll make that Planning/Inspections to make that more clear. He said the big driver on this one, actually there will be another driver I need to bring to you but the biggest driver right now, the 12.8% increase is for vehicle replacement, the Chief Building Inspectors vehicle. He said the current vehicle is 10 or 13 years old, so it needs to be replaced. He said he puts a lot of miles on that vehicle running around the County doing inspections. He said there is a request, I got a request yesterday from the Council of Governments, the Mid-East Commission, they do our planning contract for us. He said as you'll recall we used to have an inside planner, essentially years ago the COG did the planning for you, then the Board moved, under a prior administration, to hire an inhouse planner. He said we did away with that several years ago and went back to the COG. He said they do our planning services for us for a contract of \$60,000 per year, not to exceed \$60,000 per year. He said I met with them yesterday, they asked me to come over and speak to them. He said they're running into some additional increases, just like everybody, and asked if we would consider increasing that contract. He said my response was there's a point at which we get back to where we're going to hire somebody because it's cheaper for us to do that than to do that so a 10% increase on that so \$6,000 or \$66,000 which is where we feel comfortable asking the Board to do that. He said we do not have that in here, we're showing it at \$60,000. He said so what we would do is add \$6,000 to that contract to bump that up if that's acceptable to the Board.

Commissioner Booth said so you're talking about adding a planner.

Mr. Alligood said no, we currently have a contract with the Mid-East Council where they handle our planning services for us. He said they handle all of our planning. He said it's a contract, it's a \$60,000, not to exceed contract. He said they called me yesterday and said we need to talk with you, we're running into some challenges to do all that work for \$60,000 and would like to have an increase. He said my response to them was we can talk about that but remember if we go to much beyond \$60,000 then we start getting back to the point where it's cheaper for us to hire somebody on their own and have them in house. He said so what we're suggesting is about a 10% increase on that contract or \$66,000. He said it's a not to exceed so if we go to \$66,000, they bill us on an hourly rate for what they do so if they don't hit it then we don't spend it but if they hit \$66,000 it's a not to exceed.

Commissioner Booth said the thing about it is this is just a part-time thing with the COG but if we had our own planner, for \$66,000 per year he would be a full-time employee. He said am I correct.

Mr. Alligood said not at \$66,000. He said we're not quite there yet. He said that was what I said to the was maybe 10% or 15% and I said once start adding 10% or 15% we get close to covering the entire cost of salary and benefits of our own planner.

Commissioner Booth said how many hours does that, well you don't have the data handy but how many hours do they work for us a year.

Mr. Alligood said I don't know that off the top of my head but again, it's a not to exceed figure so they will.

Commissioner Booth said I understand, I'm just trying see was it feasible to add another 10% and add a full-time person or continue with the not to exceed.

Mr. Alligood said our recommendations to you would be to continue to go with the not to exceed, bump this to \$66,000 and give them a little breathing room, we'll reevaluate it. He said when you talk about a planner and the salary, add in the benefits, and it's about 35% for benefits once we start hitting \$75,000 or \$80,000 then we could probably hire a professional planner and pay them salary and benefits and break even but until we get to that point it's cheaper for us to use the COG.

Commissioner Rebholz said can you have them, when you come back with this can you bring with you the items that they have done for us over the last 12 months and how much they have billed us for.

Mr. Alligood said I can. He said we can pull that. He said they handle all of the planning, the Planning Board, all of the subdivisions, all the splits, all the stuff like that but yes, they bill us so we can pull that for you. He said Mr. Chairman I'm at the end of where we said we would get to tonight and our plan was to pick up the next night, Tuesday night starting out with education. He said having the, there's actually an early college graduation that night that the superintendent needs to

be at so he's going to be here at 5:00 PM so we'll start right at 5:00 PM with the school system for any questions that are there. He said then he's going to take off and go to the graduation. He said Dr. Loope will be right behind him, we'll pick up DSS and then we'll go through public safety and that will wrap up the departments. He said then we get into enterprise funds, so we'll do water, sewer and solid waste and then the next Thursday night we'll be doing service expansions where you'll hear from internal changes and anything they'd like to do and outside agencies. He said so we're here to answer any questions you have on anything we've gone through to date. He said revenue side, expenditure side up to education, anything the Board has questions about, anything you'd like us to bring you. He said in your book Commissioner Richardson asked about the break-out of all the positions and how much was the County and how much was the State and those kinds of things, that's in your books so if there's any questions that you have we're at your disposal.

Chairman Waters said on the school system I requested the fund balance for the last three years. He said have you seen that yet.

Ms. Radcliffe said I thought I forwarded it to you yesterday.

Chairman Waters said well I'm having problems and I have to reset. He said I think I was told to delete and add back.

Ms. Radcliffe said I can print it out for you real quick.

Chairman Waters said that's fine, I'll let you do it after the meeting.

Commissioner Walker said I won't be here on the 24th because I will be at that graduation as well.

Chairman Waters said okay, if you have any questions in advance why don't you send them to Mr. Alligood or Ms. Radcliffe. He said we will recess until next Tuesday night.

Meeting recessed at 6:26 PM

Respectfully submitted to you by:

Kathleen Mosher, CMC, NCCC
Clerk to the Board of County Commissioners

The Beaufort County Board of Commissioner met in for a Special Called Meeting on Tuesday, May 24, 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 Stan Deatherage
Commissioner John Rebholz
Commissioner Hood Richardson

Commissioners Absent

Commissioner Booth
Commissioner Walker

Staff Present

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

Budget Workshop

Beaufort County Schools

Chairman Waters said at this time we will reconvene the budget workshops and now I'll turn it over to the County Manager, Brian Alligood.

Mr. Alligood said as we finished up last meeting we are now going into education. He said with the Board's permission we would like to move forward with the school system, the community college and then back up and get DSS. He said we talked about that they would be here because they have a DSS conference. He said we'll pick them up then move our way through public safety. He said Dr. Cheeseman is here tonight to answer any questions the Board may have about the school budget. He said he's got a graduation he's got to go to, so we've got him first up. He said to kind of kick that off you'll see in our recommended budget we obviously had that in place, like we did last year, before we got the information, the final information from the schools so we brought the current expense forward from last year and as you recall, the finance officer was speaking with the Board about the restricted sales tax money that, by statute, has to be encumbered in a special reserve fund or transferred to the school system for capital expenditures. He said so our proposal on that, and I think the school system made the suggestion that the Board look at the technology piece because they had such a large technology expenditure based on Covid funds, that the Board start setting aside some funds to take care of that when, in later years they need to replace that in bulk because it came in as a bulk. He said in that vein, what we would propose to you going forward probably, is to take the current, the additional sales tax money that we won't be able to calculate until September, and essentially set that aside in a capital reserve for the schools like they talked about. He said we did bring forward, in this proposal for the new fiscal year under cash capital, we did bump that to \$1.675 and that's based on what we estimate what the sales tax would be. He said so then the Board would need to look at that. He said you may want to leave all of that the way it is you may want to move it towards a reserve to be able to build that fund up when they need it later. He said essentially that is where you are and you have all the information that we have, you have the school's information and I guess I'll turn that over if you have any questions for the Superintendent or his Finance Officer.

Chairman Waters said since we've already had the presentation, unless somebody's got any different, does anybody have any additional questions.

Commissioner Richardson said I got the list from you of the number of people that are paid from County expenses and it's just about as bare bones as it can be. He said how about having a job title, at least, on the list and then maybe we go back with some job descriptions to see what these people are doing. He said I got what was essentially a cryptic list of numbers.

Dr. Cheeseman said we can do that.

Commissioner Richardson said the number of people that are in that, well if you list, I think you listed by employee number and then I think it was some other stuff but salary, job title and how many part-time employees do you have. He said I like to know that to, that we're paying for.

Dr. Cheeseman said we can get that to you, and we'll send it back to Mr. Alligood so he can share it with everybody.

Commissioner Rebholz said do you have, and it seems to me that two years ago in your presentation you had a rather extensive list, almost a reserve study, of what the future needs were going to be for capital expenditures.

Dr. Cheeseman said yes.

Commissioner Rebholz said I don't think we got that this year. He said all we got was the one that came from the principals. He said you had something that was much more extensive than that with coolers and chillers and roofs and all that type of stuff.

Dr. Cheeseman said in two years we've narrowed some of that stuff down so that's come down so that's come down a bit, but we were actually able to use our ESR funds and we've done an RFT, specifically looking at HVAC and chillers so we've put that into a different bucket with our RFT's and our ESR funds. He said we can send that proposal to Mr. Alligood, and he can share that with you. He said the list that Mr. Alligood has, it is a tall list and I think that total is \$5.5 million.

Commissioner Rebholz said the reason I'm asking is because at some future date though, you're not going to have ESR funds.

Dr. Cheeseman said September of 2024.

Commissioner Rebholz said the County would then be responsible for coolers and chillers and all that stuff that goes out.

Dr. Cheeseman said right, that's why we're trying to use those funds now so it would not be the burden of the County, absolutely. He said if you think through it this way there's been some debate statewide and at the federal level whether ESR money should be used for HVAC, especially if you had a pre-existing issue with your HVAC prior to Covid and so we're trying to do a set-aside now between \$4 and \$5 million and say look we can save our County that amount of money if we earmark that amount of money towards the schools for HVAC, boilers and chillers. He said the issue is those projects have to be done 100%, to fruition otherwise if the project ends after the expiration date then your local funding is on the hook for it, so we don't anticipate we'll be able to hit every school based on materials and timeline of when it would come in, but we can give you updates.

Chairman Waters said Commissioner Booth is running a little late. He said if he has any additional questions we'll just have Mr. Alligood send them to you.

Community College

Mr. Alligood said if you will move on to the Community college starting on page 129, just a quick rundown on that, Dr. Loope is here if you have any additional questions. He said the current expenses is up about \$200,000 and the cash capital is down about \$500,000, a little less than and that is because you did some one-time capital last year for the boat building start-up piece and that was just one time so overall the budget is up just slightly. He said the proposal not in the Community College budget but the proposal in the budget, based on the Board's direction and vote previously for the Beaufort Promise is that we've taken \$1 million out of the general fund and placed it in a special revenue fund with the intent of that being a four-year cycle so the Community College can charge against that up to \$250,000 a year or if the Board wanted to adjust that up or down so that they could provide the program that they want to do. He said they talked about providing tuition free education for folks in Beaufort County at the Community College. He said that was what we put together based on what we heard here.

Commissioner Richardson said what I see going on early on here in this process is pulling a lot of money out of the general fund so that we avoid giving a tax decrease this year.

Dr. Loope said that's certainly one way of you could look at it if that's the way you chose to look at it. He said the way we look at it is as a way of enabling the County to better and enhance its workforce prophecies and work towards trying to stop the out-migration of students in moving forward, which we continue to see. He said one way, the only way we're going to continue to try to stop that out-migration, to try to build a workforce for Beaufort County, as well as the other three counties that we'll serve through our foundation, is to try and continue with the Beaufort Promise program, which is increased our enrollment by some 22% over the last year. He said otherwise we think that folks are going to leave the area and go to other places to go to school. He said this is a good way for us to really try to plan in a strategic way for the workforce development, and thus the economic development for Beaufort County for the next four years, at the very least, and beyond we think. He said so that's why we're asking for this commitment from the County to strike down one of those barriers, being tuition and fees in this case, for those students who are going to stay here. He said we're not talking about the dual enrollment students or the students who are in Early College High School. He said they go for free already, compliments of the State. He said this is for the students who are going to stay in the area, hopefully, who are in the career and technical education programs, who are 18 to 45 who are or beyond who are seeking to improve their career technical abilities and it could be in short-term workforce development like CDL truck driving, it could be in welding, it could be in mechanical engineering technology, it could be in HVAC. He said so it's for the trades, career and technical and for the older students in particular so that's our plan.

Vice-Chairman Langley said what we're doing now is investing in our young folks and some of our older folks and so what's being proposed is a good thing and I think you'll see it come to fruition.

Commissioner Richardson said let me go back on that for just a minute. He said we've already admitted that we don't know how this program is going to turn out and we're going to keep an eye on it. He said we're funding two complete school cycles, four years, you know as far as I'm concerned its money down another rat hole. He said fund it annually so that you can see what it's doing because what's been proposed is a four-year guarantee with no performance standards so it's not good government, it's not good spending and it's not good for the people of Beaufort County.

Dr. Loope said I think the performance standards will have to speak for themselves in the enrollment of the students and enrollment at the college. He said students vote with their feet and if they're going to come and they're going to stay here instead of driving past us and going to Pitt County or other places and they're going to continue to enroll at Beaufort, I think that the fact that we're going to, we're proposing to limit what Beaufort County would spend on this. He said just to Beaufort County residents, it would be for nine or more credits, which is about the average of what students are with us now who are taking free tuition and fees, compliments of the HRF federal funding are taking. He said or 50-hour programs related to career and technical training on the continuing education workforce side. He said so we think the proof is in the pudding in respect to whether the students stay or not over time. He said sure the students who are coming from Pitt County or Lenoir County may not stay with us because they'll have to pay the full freight, but the proof will be how many Beaufort County students stay with us and come to us because we will be able to remove that barrier, one of the barriers for our students, which is most of the tuition and fees. He said most of our students are poor, they are working poor which means they are folks who have multiple part-time jobs sometimes, or even a full-time job perhaps but they have the cost of attendance, which is, of course, health care, childcare, transportation costs, all those other things that are still barriers that they'll have to try to cover through some other means so for us this is a way of trying to invest, as Commissioner Langley said, in the future of workforce development and economic development for this County. He said I think it can change the economic development landscape here if we're able to move forward with something that will try to reduce some of the obstacles for, certainly the population of 18 – 45 and beyond.

Commissioner Rebholz said in answer to your question Commissioner Richardson, I think it's critical that we make a long-term commitment. He said we just don't throw this out there for a year and next year say we can pull it back. He said I think there's got to be a commitment here for that timeframe in order for us to be able to properly evaluate it so I'm in full support of this program.

Commissioner Deatherage said are all Beaufort County residents that use this program that is funded by Beaufort County, are they all American citizens.

Dr. Loope said I can't guarantee that right now. He said if that's something the Commission decides that it wants to require then that's something we would put into the guidelines for the program.

Commissioner Deatherage said I thought that was going to be in the guidelines.

Dr. Loope said we haven't put together the guidelines yet because it hasn't been funded.

Commissioner Deatherage said it was the decision of this Board that it would be in the guidelines.

Dr. Loope said it would be in the guidelines, like I say, after you guys decide whether you want to fund it or not, we would put it in there.

Commissioner Richardson said we might as well make this into a fun thing folks. He said I've sat here for years; we've invested in Beaufort County, and we've invested in Beaufort County but we're \$70 million a year in the school systems, K-12. He said we've invested in the Community College year after year, we've poured money into that. He said the truth of the matter is the Community College is over built right now. He said everything is an investment, it's nothing but socialism. He said that's what we're talking about right now, pure socialism and if you guys want to buy into it and you want to go for the socialist thing the taxpayers will have to decide.

Commissioner Booth said I remember a few years ago we had this same conversation about Early College. He said it was socialism then and now it's one of the best programs that we have in this area, and I support what you're trying to do. He said I also hope this Board doesn't stoop low enough to limit any child from funding their education. He said if you're in the school system then you should be able to go to the school. He said I know that they're talking about the Latinos but they're here and they're part of program and they should be a part of the programs that we have.

Dr. Loope said it's like Jefferson said, a nation that wants to be ignorant and free wants what never was and never will be. He said higher education serves not only the individual but the common good of this nation. He said if we're going to be a democratic republic where people are going to make decisions for themselves, they're going to have to have the capacity to make those decisions and that's what higher education helps them do.

Commissioner Deatherage said you referred to Jefferson and back in his day there was no public education.

Dr. Loope said yes but he created it.

Commissioner Deatherage said he did for a college in Virginia and that was it. He said I think, and I would like to restate, if anyone has a green card they'd be here legally and maybe you could expand to them being able to use that function that supports Beaufort County citizens. He said I don't know, that's up for debate, but flat-out illegals, I can't see, the taxpayers of Beaufort County need to, as Commissioner Booth so eloquently spoke, if they're in the school system, the public education system, at least the primary school system they have to fund, per the Supreme Court ruling so many years ago and so that is part of the funding but I do not think there should be a continuation when people are here illegally, especially now that they're being brought across the border in droves, that the taxpayer of Beaufort County fund that and make that as a protractive nuisance, so to speak, and bring them into our country. He said free education while we pay for it and our children can't get baby formula. He said it's just ridiculous at this point. He said we can't do but so much for everyone in the world. He said America is a wonderful place, but we cannot be the last resort for the rest of the world to come and live here, free education notwithstanding. He said so I think we need to rethink free education for everyone because I don't think that's going to work. He said I think mathematically it's a functional impossibility.

Social Services

Mr. Alligood said if you'll move back to Social Services, that's on page 61. He said in general, what we talked about in the presentation under human services, overall, those costs centers, which includes DSS and the Health Department, were up about 5%. He said again, we look at DSS like we look at the Health Department on what that cost share is, and we do show there's a 1% increase. He said it's increased from 43% to 44% on their budget but if you go to page 61 you'll see the detail of their different programs and the director is here to answer any questions you may have.

Commissioner Richardson said do you have any programs that are totally funded by Beaufort County.

Ms. Corprew said no, we have the Community Alternatives program that the County provides funds for and the Home and Community Care Block Grant that the County funds some towards but none that I'm aware of that is totally funded by the County.

Sheriff's Office

Mr. Alligood said moving on to public safety, the Sheriff's Office and the Sheriff's office includes the jail and E-911 communications. He said that starts on page 135. He said the Chief Deputy is here to answer any questions you may have. He said again, the overall picture that we talked about in the budget presentation was that yes, the departmental budget was up a little bit but that is also in considering that we've got inflation that's hit us pretty hard, they have a tremendous amount of vehicles that are on the road, gas prices are up, gas prices are going to continue to be up. He said we tried to take some of that into consideration. He said we anticipate the census in the jail will go up. He said there has been some issues with, that we need to address on meal costs to make sure that we're able to cover those, so we anticipate an increase there. He said we want to make sure that the vendor that's providing those meals are able to do that and not go bankrupt and not be able to provide those meals to the inmates, which we're required to do. He said there's some additional costs with supply chain issues on the maintenance of vehicles as well as, we have proposed, and the Chief Deputy has some information for you on the vehicles. He said as you recall several years ago we had come to a gentlemen's agreement to get ten vehicles in the replacement cycle. He said we are at a point where we felt that we could get back to that so in this budget it is showing a ten-vehicle replacement cycle and that's at \$400,000 to replace them. He said that may not be ten vehicles because vehicles, right now, are outrageous. He said essentially it's whatever \$400,000 will buy. He said the Chief Deputy is here to answer any of your questions, specifically about the vehicles because that question came at the last meeting so he's got a spreadsheet for you on that, and any additional questions as you dive down into that budget that you may have that he can answer for you.

Commissioner Rebholz said the first question is, under the monitoring, is there budgeting for the pre-trial release, electronic house arrest. He said some of the discussions we've had is we want to increase that. He said is that enough to increase the use of that.

Chief Deputy Rose said the number that was selected in the budget is basically based on the trends of spending over the last three or four years and that is really based on the fact that anybody who spends any substantial amount of time in the jail gets the application sent through and then it's up to the judge to sign off on. He said so if we were to increase the amount of monitors we have and people then we would need to spend more than the \$40,000 that we have, it's just we budgeted on the trends that we've had for the last handful of years.

Commissioner Rebholz said that's based on a contract service though, isn't it.

Chief Deputy Rose said it is, we use a vendor, but it's not, it's pretty much a pay as you play. He said we are charged for the amount of units we have at any given time, and we can increase or reduce those units based on the workload that we have at any time.

Commissioner Rebholz said I was just going to ask about the storage rent which is 100% increase over last year. He said what's happening.

Chief Deputy Rose said we had an opportunity come up over, let me start back a little earlier than that. He said we needed to address storage issues for the last several years and up until recently we would have storage units that were inside Cli-Co building that's near Kugler Field and every time a unit opens up we would absorb that unit so we were slowly getting to the point that we were more and more in control of that building so we could satisfy more of our storage needs, mainly from the Oakland building but some from the Court Annex where our drug unit is housed as well. He said anyone that comes into the Sheriff's Office right now, in any corner of the building we've got filling cabinets, we've got boxes, we've got different places that are about 8 lbs. of stuff in a 5 lb. bag so we're looking to get more storage. He said over the last year we had an opportunity with the same vendor, the same people that own Cli-Co, they purchased a building that the Ruritans owned at one particular point in time and they we're going to make that into a mini-storage so instead of us continuing to absorb more space inside the Cli-Co building they gave us the opportunity to rent the entire building to make modifications to that building as we needed and that's where we are now. He said if anybody would like to come and take a look at that facility then get in touch with me.

Commissioner Rebholz said is that a long-term lease.

Chief Deputy Rose said no, we can't. He said pretty much anything we try to do, once again, the rules that you have for the County, I try to get any agreement that we have at the Sheriff's Office I try to get at a year or under so it's a little bit

cleaner for us to handle that. He said the first bid was for six months and then after that it's going to be year to year on the fiscal year so we can get in or out at any particular time and the owner of the establishment has worked with us very well.

Chairman Waters said I'm having a senior moment. He said what is inmate out of facility services.

Chief Deputy Rose said several years back, let me get to the jail portion, several years back there was some questions and requests that Commissioner Richardson made to break out some of the cost for inmate medical health so working with Finance we sort of drilled down into those numbers that would've been inmate medical and put it to the funds that you can see more of what's being used for medications, for in-house medical, when the Health Department came on board and for the medical cost for inmates that are outside of the facility would be if we had an inmate that's being housed in the prison system as a safe keeper and then they go to the hospital, that would be where you would see that. He said for more information, not just with the state prison system but if the person was at a sister jail and they have medical then you would see that in that number.

Commissioner Booth said you stated earlier that you want to get back on the ten-car rotation. He said I hate to keep beating this to death but in your same statement you said we'd buy as many as we can for that money so what happens if you want to do a ten-car rotation and you're only able to get five for the money that's allocated. He said what happens then.

Mr. Alligood said I think we do the best we can with what we have. He said our hope is we would be able to buy on state contracts or whatever contracts we can that will help negotiate those prices and keep them lower but obviously there's an increase in price for everything so will that fund ten cars, I don't know, we'll have to see what the market is like but if it only funds eight or it only funds six then later on down the line we'll have to somehow figure out how to work that.

Vice-Chairman Langley said how much of an increase have you seen in the price of vehicles.

Chief Deputy Rose said it depends on what type of vehicle. He said I have zero doubt that in the budget we can get ten vehicles in. He said just looking at and looking at the spreadsheet I gave it should answer a lot of the questions about vehicles, especially surplus vehicles, or unassigned vehicles that you have, we have a plan for vehicles that, we present it yearly, but we look at it all of the time and the plans for what we've got going on for next year and the year after that really started three or four years ago on that cycle. He said we've been fairly smart on our planning. He said we've got a mixed fleet and we've got a fleet where we purchased vehicles, not in, well bulk is probably not a great word, but we bought a whole bunch of vehicles in the same year so they're going come due to be replaced in the same year, if that makes sense so we've done as much of that as we can. He said probably the worst part of planning for vehicles is the Dodge Charger is slated to come off the line. He said Dodge is already saying they're not going to make the Charger as a police vehicle moving forward. He said if that is like what happened when Ford stopped making the Crown Victoria then we're good because they said they're going to stop the Crown Victoria for ten years, so we've got the plan on that. He said the Charger has been a great sedan for us at one of the lowest price points. He said they're lower than the Chevy, they're lower than the Ford and they've been really good cars for us, even though other agencies had issues with them. He said so I think that we'll be able to, with the funds, fully outfit ten vehicles which means we can replace the higher mile vehicles that we have now and the ones that will be higher miles by the time we get those outfitted, which really won't be until January of next year. He said so once we hit the budget, we order those vehicles in September or October, we get those vehicles outfitted it's actually the beginning of next year before we get any vehicles, at the earliest. He said but I'll also be willing to answer any questions on the spreadsheet that I just gave the Commissioners as well.

Commissioner Richardson said did I hear that we anticipate that the jail population will be up next year.

Chief Deputy Rose said yes.

Commissioner Richardson said why.

Chief Deputy Rose said we're seeing, if you look at the trends over the last two years we're sort of getting out of the Covid pushdown of population. He said we're still at the point now where our numbers can fluctuate between the 50's and the 60's depending on what's going on, which is low but we still haven't had a lot of inmates that we would have based on the trial courts are still not running full, the admin courts are still not running full and probation, which is probably the biggest piece, probation is still leaving us alone so we're not getting as many weekenders, which weekenders is really a misnomer. He said we can have a weekend any time. He said a weekend could be slated to come from Tuesday to Thursday and

we're not having any of those as far as our numbers go. He said the dips and dunks and whatever other names that probation uses, they're not really using those to keep our numbers down but eventually it's going to get to the point where the court system is running business as usual and in that case, when that comes back up we're going to be in the 60's and 70's, which I would consider a normal number for the jail.

Emergency Services

Mr. Alligood said the next is Emergency Services which starts on page 145. He said as we went through that one the Director and his Department heads are here tonight to talk about any specific information you may need but under Emergency Medical Services you'll see that budget has decreased from last year. He said it's down by 2.8%. He said Emergency Management is up 20%. He said that's a small department and we are replacing a vehicle this year or proposing for next years budget at about \$47,000 so that is driving about half of that. He said overall, like we talked about with other departments there's insurance, retirement on top of that so when we look at that the main driver is that vehicle replacement and then in Animal Control you'll see they're up about 13%. He said there's some additional equipment replacement that they need to do. He said obviously things get worn out, there's some work we've got to do on the kennels that we need to do to make sure that those are sealed up so when the State comes to inspect that everything is good. He said there's also a proposal in there to do some capital equipment and redo the sign out front so we can probably help out with some better advertisement in getting folks to the shelter and helping out our animals. He said so those are the three pieces of the Emergency Services budget and I'll be glad to answer any questions or pass those over to the Director or his department heads if you have any specific questions they can drill down on those.

Commissioner Rebholz said the EMS tax revenue, which is the taxes levied on another EMS taxing area, right.

Mr. Alligood said there are districts, so everybody is in a district unless you live in the City of Washington and then the City of Washington covers theirs, and Bath, which you're going to be picking up and Belhaven. He said Belhaven pays their own now and then on July 1, if the Board approves it, then Bath will roll into us charging and there's no changes in any of those this year.

Commissioner Rebholz said the question is, is the tax revenue that we're getting from the taxes we're levying on those non-profit districts, is that sufficient to cover the expenses.

Mr. Alligood said no, not in general.

Commissioner Rebholz said okay, so what are we taking from the general fund to make that balance.

Mr. Alligood said in the areas that are covered not by the County the departments are making up the difference. He said they're having fund raisers, they're doing whatever to cover their budgets so there is a portion that we're moving back, what are you looking at.

Ms. Radcliffe said \$904,000 is the district tax.

Commissioner Rebholz said so we're taking in \$904,000 from those districts that are north Beaufort and the two on the southside.

Ms. Radcliffe said Bath Township, Washington Township, Town of Belhaven, Town of Pantego and that's it.

Commissioner Rebholz said so again, do we know what's coming out of the general fund.

Ms. Radcliffe said if we take the total expenditures for EMS, the \$3,014,344 that's recommended, and we subtract the \$900,000 that would give us that difference.

Mr. Alligood said there's also billing.

Ms. Radcliffe said that's right, we also have the billing that offsets that cost as well and then again we have additional expenditures that are going to be in the Communications budget for the Emergency Dispatch folks, so we have expenses in various places as well as different revenues that offset those.

Commissioner Rebholz said okay, let me see if I can get this from you. He said if we were to operate this as an enterprise fund what would the deficit be.

Ms. Radcliffe said I'd have to calculate that for you.

Commissioner Rebholz said okay, can you.

Ms. Radcliffe said yes, we've done that before. She said we've provided that for you, I can update that for you.

Chairman Waters said the last time we dug into it, it was plus or minus \$1 million.

Mr. Alligood said the other piece of that is that there should be a portion that's helping the overall coverage because the County is responsible, under the administration of the plan from the State to ensure all that occurs so there's some oversight that would naturally be a part of that as well.

Chairman Waters said in other words, what you're saying is we're not charging an administrative fee to these departments that are kind of stand-alone as it relates to billing and reporting.

Commissioner Rebholz said no, we're just taxing the taxpayer.

Mr. Alligood said you're actually maxed out at 5% so you can't go any higher than 5% because of the way the districts were put in.

Commissioner Rebholz said so the difference is just being made up out of the general fund, which is the taxpayers across all, all taxpayers across the County.

Chairman Waters said but no district can go higher than 5%.

Mr. Alligood said that's correct. He said statutorily there's a way to put those districts in and as I recall, when the County put them in they essentially did the short-form way of doing it and when you do the short-form way you can only do 5%, that's the maximum you can go. He said if you'd done it the long-form way and done some other stuff you could've gone higher, but the County chose to do the short-form.

Forestry Service

Mr. Alligood said the next one is Forestry Service and that starts on page 151 and as you recall this is an agreement you have with the North Carolina Forestry Service and the State of North Carolina where the State pays 60% of the budget and Beaufort County pays 40% of the budget under a cooperative agreement so they give us their budget, what they anticipate, and we match that up. He said they're up a little bit, I think they've got some replacements they've got going on. He said we show a 2.5% increase or \$4,200. He said the good news about that is if they don't spend it they're one of the agencies in the state that if they don't need it they don't spend it, so we don't match up against it so typically our budgets come in under unless we have a big forest fire, unless they've got to do something here locally. He said we've had that happen before where they've used the whole budget, or we've had to throw a little bit more to them but if it's a good year than we're okay because we match up to what they spend at 40%.

Other Emergency Services

Mr. Alligood said the next item is Other Emergency Services, that's on page 153. He said that's a couple of things that the Board helps out with. He said the Sidney Dive Team, you have historically funded them at \$10,000 each year. He said I believe there's an expansion this year for the Sidney Dive Team. He said they were given some money by the other County to help out and I think what they're asking for, not in this budget but in the expansion, is some additional funding for additional training because they got the additional helmet, and they need some additional training on that. He said we also provide, the County also provides funding at \$3,500 for the volunteer fire department safety house, and that's a house that they pull around on the trailer that helps kids understand how to get out of a house when there's smoke and there's fire and teach fire safety so the County has always committed to helping out and making sure that piece of equipment is usable and is updated as it needs to be and is taken around to all the different places for kids to get education on fire. He said then

medical examiner. He said you'll see in the budget we've got about \$45,000. He said the medical examiner charges when the investigate suspicious deaths throughout the County and the County is on the hook for that by statute and typically what we see is about 15% of all deaths, that accounts for about 15% of deaths statewide that have to be investigated by a medical examiner. He said again, that goes up and down so historically we trended it out and that's where we think we're going to be, about \$45,000. He said so those are the three items under other emergency services, I'd be glad to answer any questions you may have.

Special Revenues

Mr. Alligood said that takes us into special revenues, you'll see that starts on page 157 and let us get into those. He said of these you will see the descriptions starting on page 155, that's the E-911 telephone system. He said that's where we get funds from the State where the State applies a surcharge on telephones and that money goes to the State 911 Board, the divvy it out to counties that have public safety answering points and it's based on the number, I'm trying to remember if it's based on population or what it's based on. He said there's a formula that it's based on and then they look at the amount of money you have in fund balance related to 911 and the discount it if you have too much fund balance. He said but this is the funding that we get from the State. He said then you have the State and Federal seized funds. He said that's revenue that's associated with the seized drug funds that we get from state and federal that the Sheriff's Office uses. He said the fire and rescue districts, this is the funds that accounts for the tax collection and distribution and we'll get into this a little bit further on, starting on page 157. He said again, you have the tax revaluation reserve fund. He said we talked about that in the budget message. He said you are required by statute to set aside a certain amount of money each year so you can pay for the revaluation when it comes up. He said that's what that is. He said the economic development fund is what we called the airport grant fund. He said under the old arrangement where the County and the City were together on the airport and the County backed out, stepped out of the agreement you set a baseline back in the year that happened. He said the County always gets that amount from the valuation, the revenues that were set from the valuation at the time the agreement was made. He said everything above that goes to the City. He said it's sort of an incentive to grow the valuation out there because when it grows they get additional money so that's where we show that money. He said when it comes to us, because it's only taxed at the County level, it was de-annexed in order to provide incentive for people to locate at the airport but that's where we show that money coming into and paying out on the airport grant. He said the capital reserve fund is funds set aside for future capital purchases. He said the home community care block grant, that's for eligible seniors, that comes from the State. He said the healthcare reserve fund, you'll recall that's the funds the County received when they closed out the trailing liabilities for Vidant health system and those funds we're set up. He said the County borrowed against that; you'll see in the budget where we're paying ourselves back. He said we talked about that in the budget presentation. He said I think we have eight, it was a ten-year loan, so I think we've got eight years left on that and we're paying ourselves back with interest. He said then you have the facility and capital reserve fund. He said that is where you set aside one penny of your tax evaluation a couple of years ago to go to projects for capital, we'll get into that in detail. He said EMS special revenue fund, starting on page 156, that accounts for EMS billing. He said that's where you the collection, you get some collections funds from that. He said you also get debt set-off and that's been successful for us where if people don't pay their bill the statute allows us to send that to debt set-off so that it will come out of someone's tax returns or it will come out of their lottery proceeds. He said so we're able to collect that money. He said then you see the additional special revenue funds that are 4-H, Cooperative Extension, DSS. He said you'll remember a year or two ago GFOA, the Government Finance Office Association who sets the standards for accounting, the Gadsby standards, said you've got to account for these funds in a different manner. He said they were essentially being accounted for under those departments so we had to pull those out so those are special programs that they have. He said an example is like in 4-H, the 4-H special, they have the livestock auction show, they have summer camping, that's to account for those funds and we had to show they we're taken care of appropriately. He said so we had to do that for 4-H, Cooperative Extension and DSS. He said then you have the new one, you have the Beaufort Promise. He said that's where the Board voted to set aside funds at the Community College. He said that is where that sits. He said starting on page 157 you'll actually see the detail. He said this is the revenue side and then if you go, starting on page 159 you'll see the expenses. He said looking at that you'll see, starting at the top and I'll be glad to answer any questions as you go through it since there's no point in me going through it completely, 911, you have the 911 surcharge. He said that's estimated at \$167,817. He said you've got fund balance appropriated out of the 911 fund of \$29,936 so a total of \$146,752 that the State considers eligible 911 revenues that you can expend funds on. He said so then if you look on the other side, page 159, you'll see the E-911 expenditures, they balance out. He said you'll see we recommend \$81,000 for telephone, \$19,000 and change for software, \$11,000 for hardware, furniture and then training for \$24,000. He said these are eligible expenses that the State says you

can use that special money for. He said if it's not in one of those categories then the County has to pick it up so there are certain things like radios, you're not allowed to use 911 funds. He said it's one of those things we just beat our head against the wall sometimes when we go to the General Assembly and they say you can't spend, the State 911 Board says you can't spend that money because of statute and essentially you can do everything in receiving the call in the 911 system, putting it into the system, getting ready to dispatch and once that happens it has to be picked up by County dollars so it's really a flawed system in the funding piece of it and that's something that is an argument every year and I don't know if that will ever change. He said but that \$146,752 matches up with what we show in revenues and that goes through all of it. He said you will see all the way down the tax revaluation, you'll see the EMS districts, so if there's any questions with those I'd be glad to answer those but those are details that include the big pieces.

Commissioner Rebholz said maybe you said this, but I didn't hear it. He said why are we off almost 50% on the 911 surcharge.

Mr. Alligood said we're off about 50% because 50% of what they do over there is non-eligible for 911 funds, you can't spend 911 funds on it. He said all you can spend the money on in 911 is answering the call, getting the 911 call to you, answering it and putting it into the system. He said you can't pay the dispatcher; you can't pay to get on the radio, you can't pay for those things associated with it. He said you can pay for phone lines and the dispatching software, those kinds of things.

Commissioner Rebholz said so what happened last year. He said why do we have, why were you able to spend 50% last year.

Mr. Alligood said the funding they gave us each year, in fact we just got the letter today, the e-mail from the E-911 Board, it says this is how much you can spend next year. He said it's based on our fund balance and basically they dinged us a little bit and said you've got fund balance sitting there and since you have some fund balance we're going to ding you and not give you as much because we want you to spend some of your fund balance. He said so we're spending some of our fund balance, but the State 911 Board is doing that on purpose to try and make counties spend down their 911 funds.

Commissioner Richardson said okay, the 4-H special revenue fund, we fund that to the tune of \$36,000 per year.

Mr. Alligood said no, there's no County money in that.

Commissioner Richardson said okay, where does that money come from.

Mr. Alligood said it comes from their programs.

Commissioner Richardson said they collect that money.

Mr. Alligood said yes sir, it's in and out but we have to account for it and show it.

Commissioner Richardson said Cooperative Extension special revenue fund, is that the same thing, they collect that money.

Mr. Alligood said yes sir, they're self-supporting.

Commissioner Richardson said they just have to pass it through us.

Mr. Alligood said yes sir.

Commissioner Richardson said DSS representative payee special revenue, where's that money come from.

Mr. Alligood said it's federal funds.

Commissioner Richardson said they write us a check for that.

Ms. Radcliffe said yes.

Commissioner Richardson said what do we use that money for.

Mr. Alligood said it's restricted client funds that are for wards that, folks who need custody, folks that can't look after themselves, essentially.

Commissioner Richardson said so it's their money, not our money, their money.

Mr. Alligood said yes. He said there are no county funds in this.

Commissioner Rebholz said under the seized funds why are we adding funds to that.

Mr. Alligood said because there's actually fund balance there.

Commissioner Rebholz said there's fund balance in the seized funds.

Mr. Alligood said yes sir. He said the Sheriff's Office is saying we want to spend this much money out of that, so they added the fund balance to equal it out.

Commissioner Rebholz said can you give us the fund balance in these accounts.

Mr. Alligood said we can, we can pull it up for you. He said we don't have it right off the top of our heads, but we can do that.

Chairman Waters said how do we fund change in our technology in our 911 center. He said where I'm going, I'm assuming right now, we cannot, if somebody is in a hostage situation and they try to send a text will that go through to 911. He said can you pick that up, a text.

Chief Deputy Rose said no, not right now. He said we do have, the consoles that we have now are capable of doing that but we're working on getting the correct and updated modules through our operating systems to do that, and all of that is in the budget. He said it was in the budget last year and got cut, it's in the budget again this year so if you approve the modules to do that then we'll be able to upgrade.

Chairman Waters said the actual 911 money that's collected from people who live in Beaufort County, does all of it go to Raleigh in one central place and then you go to petition the Board for a grant or something to get the money back.

Mr. Alligood said so actually it's charged against your phone lines so there's a surcharge against your phone line so there's a fee on your landline if you have one and there's a fee on your cellphone if you have one. He said those funds are collected by the State, they go to the 911 Board. He said some of that they take a cut out of and use it for statewide programs like flying aeriels. He said it used that was something that was not funded, the State took over that with the 911 funds, so they fly the State, each section of the State gets flown once every three years. He said so the eastern part is going to get flown one year and then the mountains get flown the next. He said they use 911 money to do that, and we get those maps, everybody in the State gets those maps. He said then they have a formula where each 911, each primary public safety entry point, PSEP, and you're able to use those monies for specific things in the legislation that is allowed. He said like I said, radios are not allowed. He said they will pay for training, they'll pay for equipment but you can't, one of the things that was very, that I thought should have been clear as day to the folks in the General Assembly, they did a presentation for them, it said here's what you can spend, we're going to show you what you can spend 911 money for based on the way you have the legislation. He said they had the person dial 911, they had the telecommunicator answering the line, taking the information and then they said I'm getting ready to dispatch and they cut it off and said you can't pay for anything else. He said so the County is required to step in at that point and pay for all of the radios related to that and ensuring that information gets passed back so there's always push to the State to expand that. He said unfortunately years ago there were some bad things that were done with 911 money. He said some counties, before it was as tight as it was some counties were buying firetrucks with it.

Commissioner Richardson said originally the money went to, we put it in a special fund and just drew down based on the legislation but because of abuses the legislature, in their infinite wisdom, put controls on it.

Chief Deputy Rose said some of the fund balance that we still have, I'm sure most of you will remember when the State was pushing for identical back-up PSEP to be built in the County and that's when they were pushing funds for that and saying whatever you have in your main office we want the same stuff, same building and there was some agencies, and we

were one of those, that pushed against that. He said so we had the money that they were saying you could use for that, but we didn't spend it on that and now we're paying the price to get back to where 911 thinks we should be as far as funding goes. He said through the director of 911 we've pushed and pushed to see exactly what we can use those funds for and the ways that we would use those in our office and we're getting pushback on that and that's, the break-away with that is 911 said we're going to give you less funds until you have a number that we think you should have.

Vice-Chairman Langley said based on what you said, so the modules that the Sheriff's Office needs in the 911 center you said anything that's incoming, until they dispatch, that 911 money should fund so therefore, if what you're looking for is text messages coming in, that should be applicable.

Mr. Alligood said it can be and I think what the Chief Deputy is saying is we're able to cover that, we're just not there yet. He said we're in the process.

Vice-Chairman Langley said but he was saying it was in the budget and it got taken out so if that being the case it should never have been taken out.

Chairman Waters said he was talking about the duplication.

Chief Deputy Rose said no, the Vice-Chairman is correct. He said where it gets squishy is that program that runs that is also attached to Motorola who also runs a lot of the radio systems, the computers and also owns Spillman and Sonnet, who is our CAD operator now so you can't just go in and say I want this piece of the text to 911. He said you've got to buy this package to get that and some of that would be covered by 911 and some of it wouldn't be.

Commissioner Rebholz said under page 160, Medicare Cost Settlement, the \$500,000. He said do we have; do we know how that's going to be allocated out. He said is this the cost settlement that we went through last year.

Ms. Radcliffe said yes.

Commissioner Rebholz said where Medicare is giving funds to the County, excess funds.

Ms. Radcliffe said yes. She said any excess Medicaid funds are distributed back to the counties.

Commissioner Rebholz said okay, I would like to know before we approve the budget how that's going to be allocated.

Ms. Radcliffe said it will be allocated; the methodology will be the same as last year. She said I don't know what the dollar amount will be until the settlement is approved.

Commissioner Rebholz said this is the expected amount.

Ms. Radcliffe said it's a budget amount, it's an estimated amount.

Commissioner Richardson said it goes to the general fund when it comes in, that's how we're doing it now.

Ms. Radcliffe said part of it goes to the general fund but because we bill on behalf of agencies they get a portion of it as well.

Mr. Alligood said that's going away. He said it's going to get less and less each year. He said with Medicaid Transformation they changed that. He said there's going to be less and less cost settlement.

Commissioner Richardson said that's right. He said the original theory was the federal government messed up portioning funds and some senators and congressmen set up a deal for a disproportionate share for poor counties and there's all kinds of things that go into it, but it has to eventually disappear.

Enterprise Fund – Water Fund

Mr. Alligood said so moving on out of the General Fund now and into the Enterprise Funds. He said as you recall, enterprise funds are set up as business like services in that you're providing a commodity or item or service for folks and you do that in a business-like manner in which you charge a fee or rate for that service and the people that use that service are essentially

paying for that and you hope you're able to cover all that in the full ride. He said there are two of those, that is the Water Fund that is separate. He said you'll see the Water Fund, that budget is about \$8.3 million. He said you do show this year, it's the completion of the rate study that started back in 2018/19 so now all the districts, those seven districts, all the districts are now uniform in their rates. He said you remember at one time we had different rates across different districts and the Boards direction after we looked at it all was to make those uniform, where you consolidated all the districts financially when you did that several years ago. He said we are now at the end point of that so this year all the rates are the same across all the districts. He said some rates went up a little bit and some went down a little but now they're all uniform. He said we are continuing the capital improvement plan that was established back in 2018/19. He said \$183,900 is recommended as capital and then we are funding some contingency, a little over \$28,000 in the Water Fund. He said there are some additional projects that are out there that are being funded, that the Board has chosen to fund under ARPA so that helps us overall in the enterprise fund but that's where this is, and the Public Works Director is here to answer any questions you have about the water districts.

Commissioner Rebholz said we show in the budget there's \$70,000 for credit card fees and that's an increase. He said I know the credit card companies are increasing their fees. He said is that going forward and started about a month ago. He said are we going to be in a position that we need to put a surcharge on credit card usage. He said I don't know, is the water districts the only place we accept credit cards.

Ms. Radcliffe said the Tax Office. She said we accept credit card payments for taxes however for taxes the County cannot absorb the credit card processing fee, it has to be passed on to the citizen. She said with an enterprise fund, such as water, we've always considered the credit card processing fee as a part of doing business, just like a merchant would but now there is an option that was approved a couple of years ago that merchants can pass that fee along to the customer. She said you used to not be able to do that.

Commissioner Rebholz said I think if, year over year, we start seeing these rates start to go up we ought to probably take a look at that to keep ourselves whole.

Ms. Radcliffe said so really the reason for the increase is more utilization of credit card payments because of Covid, I believe, rather than rate increases.

Commissioner Rebholz said it was on the news that they're raising rates across the board.

Ms. Radcliffe said I have not seen any rate increases. She said they tried to increase our rates about two or three years ago when they passed the rule where you could pass the fee along to the customer and I called and renegotiated that down, but I've not heard of any increases, but I will check into that. She said I really feel like it's more utilization of people paying online and by phone with a credit card because they don't want to come into the office because of Covid.

Chairman Waters said off hand, do you know what the fund balance is in the water enterprise. He said you can email it.

Ms. Radcliffe said I can email it, but it's probably close to \$8 million but I'll email you the exact amount.

Chairman Waters said also the solid waste, both of them.

Enterprise Fund - Solid Waste

Mr. Alligood said Solid Waste is your other enterprise fund and in that there's about \$2.4 million that were recommended. He said it does include a \$5.00 increase. He said that would take it to \$175.00 from \$170.00 and that is due to increased cost of disposal and inflation. He said obviously the solid waste industry, we're not decreasing in that. He said we are a throw-away society and people are just finding more stuff to throw away or they're buying more stuff to throw away. He said there are some efforts under the solid waste department on recycling efforts. He said they're trying to bring that back into play but that is not going to take out of the residential solid waste a significant portion or drive that down. He said it's going to help a little bit but it's not going to be a significant help, unfortunately. He said we are a throw away society. He said so those costs are going to continue to go up. He said we are in year; Ms. Smith what year are we in on our solid waste contract.

Ms. Smith said four.

Mr. Alligood said four, so we've got four more years on our current solid waste contract so there is, if you recall, in that contract we were under a fixed rate for a number of years and now we're in a fluctuation on CPI so there's an increase moving forward based on CPI. He said then we'll be, like I said, in four years we'll be able to renegotiate that and try to drive those down again. He said it's just a really difficult market. He said we don't have much control at all and that was a decision that was made several years ago. He said some counties got into the business of solid waste; they have their own landfills. He said the County, a long time ago, had our own landfill. He said they are extremely expensive, there's a lot of environmental pieces to that and they're very difficult to locate now so our challenge is that we're kind of at their mercy because we don't own one ourselves so we can't really say you'll bring it to us, and this is what the rate will do. He said we're kind of at the mercy of the market to what the providers say and it's really interesting because it's all about negotiations, long-term engagements, and all different stuff. He said you may have a provider give one county a rate and give another county a different rate and it all gets hauled to the same waste field so it's really interesting how it all works but we are locked into our contract. He said we are continuing, just like in the water fund we're continuing to show an administrative fee that's being paid out of those enterprise funds back to the general fund to offset the costs where general fund employees are doing work for the enterprise funds, which makes sense, it's only fair. He said we're transferring \$50,000 into the solid waste fund balance to build that up so we can start doing capital improvements like we need to and then contingency is funded slightly at only \$8,000 in contingency. He said we've struggled with that fund to try and make it where it needs to be. He said as you recall several years ago we had it in the general fund, it was being heavily subsidized by the general fund, and it was really hard to see how much money it was costing you, so you were subsidizing it with general tax dollars. He said now it's clear what it costs but it's almost embarrassing how much it costs when it comes down to disposing of solid waste. He said it's going to take a change in society and how we deal with that to make any serious impact on it.

Commissioner Booth said how many people are being charged the \$175.00, do you have that.

Chairman Waters said last time I checked it was 22,000 plus.

Ms. Radcliffe said close to 23,000 I believe.

Chairman Waters said there is some other money that comes in from the white goods.

Mr. Alligood said so there's some of that but it's relating to using, the whitegoods is used to provide disposal of those white goods, to be able to recapture freon from some of those whitegoods because you can't release those into the atmosphere. He said the tires, we use that money to pay for the disposal of tires because we're required by state law to do that. He said so yes there are some programs but there are expenditures related to those programs.

Chairman Waters said do you want to take a stab at the fund balance for solid waste.

Ms. Radcliffe said I think I took a look at that number for Ms. Smith, and it was about \$650,000 a couple of months ago. She said I'm going to say about \$650,000 is what I recall but I want to double check those numbers for you.

Chairman Waters said so there is enough money as we move forward with the engineering work.

Ms. Radcliffe said yes.

Commissioner Deatherage said to what extent will be able to use some of the ARPA funds for solid waste now that we know solid waste will qualify.

Mr. Alligood said essentially whatever the Board decides they want to use you could because the way we're showing that to the federal government treasury is that we're reimbursing ourselves for personnel costs that's allowed, exactly the same way we did under the CARES funds. He said so we free up the restrictions that were on it and it gives us a longer timeframe so that money will run, the money will come in, we'll show that we're using it as a revenue loss and those funds are used in a revenue loss to provide reimbursement for personnel in Emergency Services and Sheriff's Office and public safety that's allowed under expenditures and it frees up the County's dollars to roll to fund balance that allows you to do other things that were originally restricted. He said now you're able to use those for other things. He said the timeframe goes away to because remember under ARPA you've got to have it committed by 2024 and spent by 2026. He said if you do it this way you don't have any timeframes.

Commissioner Deatherage said so under the parameters of expenditures we could quite possibly use that money for anything this Board deems as a wise use of the funds, including solid waste.

Mr. Alligood said you could use it for anything that you are statutorily allowed to spend money on.

Commissioner Rebholz said I think we've asked Ms. Smith and the consultant to move forward with the plan on the super-sites.

Commissioner Deatherage said yeah but that was before we found out there was extra money. He said we just heard from the Manager that we're a throwaway society, yet we do nothing with recycling at this point. He said if we're going to do a super site we need to consider what the functional possibility of a more robust recycling attitude towards the super-site so that maybe our society will be less throw-away and better citizens. He said that would be a good possibility as a conservative measure.

Internal Service Fund

Mr. Alligood said we'll move to where you see Internal Service Fund, this is the worker's compensation fund. He said I just want to hit this briefly. He said this is a new established internal service fund and that accounts for the services within our different governmental departments and it's used to pool resources so that we can make a cheaper operational cost. He said so you have the workers compensation fund and we're pulling, you'll see in the details on page 173, payments from the general fund at, we're pulling \$600,000 out of fund balance and then the additional \$146,000, plus the \$600,000 is the \$746,000 from the general fund to be the total there and then we're pulling \$30,000 out of the water fund because they're covered by our workers comp as well. He said so that gives us a total revenue of \$776,000 and then we're showing what potential claims could come out of that. He said so remember, this is a way to drive down our premium and set up that fund so we're able to do that. He said no changes in our workers compensation. He said we're covered at the same level; we're just paying a higher deductible.

Mr. Alligood said on page 175 you'll see the one penny that's set aside, the \$603,275 is the transfer. He said building improvements at \$575,000 and contingency at \$28,275.

Ms. Radcliffe said I think I missed putting the page in the books, I'm sorry I missed that. He said the details are missing on those projects.

Mr. Alligood said Ms. Smith do you have them with you. He said as we're waiting, if you have any questions, move to page 177 you will see our administrative charges, how we account for the administrative charges to the general fund, you see that percentage, what it's based on. He said it looks at, there is an allocation study that's done every year that is required to do for DSS because those cost allocations are required on those programs, and we use those to look at how we charge back against the bases for each of the funds. He said any questions on that.

Commissioner Rebholz said have any of these percentages changed significantly from last year.

Mr. Alligood said no, not really because they're based on general time lime the overrange time by the Board. He said most of it when you look at invoices paid by the fund, number of computers, the actual costs of mailing manual bills and then the percentage of the tax bills so there's a little change in them but nothing tremendously significant. He said the last piece that's in there starts on page 179 and that's the fee schedule, the fee manual we present to you each year, and these are the fees that we lay out to return, or to pay for some of the activities that are done. He said there's general stuff, copies, tax collection, return check fees and then you get into the general details where you have solid waste, you have register of deeds, planning, environmental, all the specific items that they're charging for, so we lay that out for you each year. He said you will see occasionally during the year we make some changes to this. He said we take a snapshot, we hope we get it, we hope we have everything we need. He said especially in the Health Department, they'll have a new drug that comes out or a vaccination that comes out that they've got to charge for and that's why you'll see, occasionally, these come to you throughout the year. He said if there's a change that needs to be done due to a terrible increase in cost to us we will make sure we pass that along instead of paying for that out of general fund. He said the last piece is the expansion piece and that starts on Thursday. He said the way we'll run that is we'll have the departments come in first so governmental departments will come in and we'll do general government first then enterprise second and we'll do outside agencies. He

said the way that's set up is if an outside agency is requesting new funding, they've never been funded by the Board before and they are requesting funding they'll come in and make their pitch to you. He said if they are an existing entity that's being funded and they're asking for more money then they'll come in and ask you for additional funding, so they'll make their pitch to you. He said our internal departments will make their pitch to you. He said generally, if you look at it, I'll pitch to you the general fund things that talks about everything, it's all the departments but individual departments will pitch their own. He said it kind of keeps me out of the middle of it so I don't play favorites on something I think you ought to do because it's the Department Heads can pitch that to you and say why they need it. He said of course the budget is the Boards budget to look at and get done for your constituents what you want to get done.

Chairman Waters said I got a request; you're doing one as it relates to the COLA less the reimbursement for health and DSS.

Mr. Alligood said yes, that's correct, and Ms. Radcliffe ran those numbers today. He said what we showed you based on a CPI from March 21 to March 22, which were the latest numbers we had when we were putting the numbers together because the numbers always come out a month later. He said so we had the 12 months for March and that was a CPI of 9.1% so we went in and calculated it starting at 5% up to a 9% COLA in what that would cost the general fund and what that would cost each enterprise fund and then Ms. Radcliffe went in and worked out what the difference would be. He said this is just a broad calculation but in DSS there's a reimbursement from the State, so they pick up generally 50%, some higher in some programs and some lower in some programs but we look at it at 50%. He said in the Health Department is also the same way. He said you've got those numbers, I think, if you could share those Ms. Radcliffe.

Chairman Waters said you could share those in an email with everybody, I think that would be just fine. He said the other thing I was going to ask was on the 401K. He said I'm assuming that's taking us from where we're at now up to the 5%. He said can you let us know what 1% would be on the 401K if we stepped it up over a two or three year period.

Mr. Alligood said in general, and I don't want to get to into it but we've got some time so we can talk about it. He said the reason, and I pitched this to you last year and I think it's a really good thing to help employees. He said you do a little bit of that right now, there's a slight match, I think if the employee puts in 1% the County puts in 1%. He said currently law enforcement officers, by statute, you are required to put in 5% to their 401K. He said they don't have to contribute a penny. He said by statute you are required to do that so there are agencies across the state, in fact I used to work for one of the municipalities that said if we're going to do that for our law enforcement we're going to do it for everybody. He said I'm not asking you to do that, it would be a significant increase for us. He said what I am asking you to do is increase what you're doing up to 5% and say to the employee you've got to have some skin in this game but we're willing to match you up to 5% so that would equal you out with law enforcement. He said you're required to do law enforcement at 5%, they don't have to put anything in. He said what I'm proposing to you is that you say to our County employees we'll match you percent for percent up to 5%. He said law enforcement can do that right now, they can put up to 5% and you're still going to put the 5% in, you have to. He said this is essentially, I've heard several Board members say we want to be equal and fair about things and I think this does that. He said plus it's an incentive tool for us to help long term employees and to help people stay so I think it's a good plan. He said you help employees plan for their retirement and take care of themselves later in life and they've got to commit to it, they've got to be a part of it. He said it's not like you're just giving it to them, they've got to have some skin in the game.

Capital Projects

Mr. Alligood said Ms. Mosher is handing out the capital projects. He said Ms. Smith do you want to go over these, there's card access, there's a space setting, there's a roof at Tideland, there's two phases to that and then there's the BHM exterior, doing some work on that.

Ms. Smith said that pretty much sums it up. He said the card access, if you recall, in your 2022 budget we did the buildings for the central campus located here downtown so you'll see these are the outlying buildings. She said Farm Services, Tideland, Animal Control, the EOC, as well as the Health Department. She said the next item is the space study, which again, there's been multiple conversations throughout the years about looking at our overall buildings and looking at each department, the number of personnel and the type of square footage they require. She said do they require storage, do they require desk space, do they require cubicle space, where do they see themselves in the next five years, ten years, looking at that. He said then the Tideland roof, phase two, moving forward with that and then the last item, the BHM exterior is

paint, as well as the cupola repair. She said anyone that makes the turn off of Market Street onto 2nd Street, you will see it needs some TLC. She said this does not include any window placements. She said as you know it's an extremely historical building, so we are just hoping to go in and do some repair work. She said I will go ahead and say the \$55,000 that's listed in this is not nearly enough to do a restoration of that building. She said this is merely a paint job and repairs on the cupola and that type of thing. She said to go in and do a true restoration of those windows would be a whole lot more than \$55,000.

Mr. Alligood said so we have this conversation every year and the Board was forward thinking enough a couple of years ago to say let's set a penny aside. He said you funded the study that looked at our infrastructure and said here's what you need to be setting aside each year to repair your existing facilities. He said I think that was about \$2 million when we looked at it, we should be spending about \$2 million every year on our existing buildings to keep them up. He said you see the second phase, it's not the entire roof at Tideland, that's the second phase of the roof at Tideland and that's \$350,000. He said we have a roofing plan in place. He said we did that several years ago where we had an engineer come in and look at all of our roofs, give us a roofing plan so that instead of running around with our heads chopped off trying to patch holes here and there we got into a roofing replacement schedule where we were fixing roofs, fixing them correctly and then moving on and making sure they were set and that we had 20 or 25 year lives on them and then we're moving to the next one. He said there is still a tremendous amount of work that we need to do to keep up our buildings and our facilities. He said it is an investment that we've got to look after. He said I think I made the comment to you one time that if we don't do that it's like adding a second bedroom on the house without fixing the roof. He said if rain is coming in you don't add new stuff to fix and repair your old stuff. He said we've got a lot of stuff we've got to fix. He said we've made good progress; the Board's pushed it, and we certainly appreciate that but there's still a way to go. He said we would appreciate moving forward on that.

Commissioner Richardson said the Tideland roof, which building are we talking about.

Ms. Smith said the Board of Elections.

Commissioner Richardson said BHM, which building are we talking about with that.

Ms. Smith said the library, the old court, the historic courthouse.

Commissioner Booth said I know you stated we had foresight and allocated a penny, and this is just a small part. He said you also said we need about \$2 million behind. He said with one cent I don't think we'll ever be able to catch up.

Mr. Alligood said so a penny for us is about \$600,000 so you'd need to look at dedicating a few more pennies to get us there. He said if you add two more to the one you would almost get there. He said we could probably do that because some of the things in that plan looks at bringing us up to standards that we would not, it also included sprinklers in our buildings. He said we don't have to do that. He said it is probably a good thing to do, yeah, but we're not required by code to do that because they were built prior to that need. He said if you were able to dedicate two more pennies to the capital reserve then we could start making significant progress to our buildings to keep them where they need to be and looking after them.

Commissioner Richardson said go back to the schedule on fees. He said what fees are being increased other than the \$5.00 for solid waste.

Mr. Alligood said so in general, the \$5.00 increase, I think everything else is close to being the same. He said the water, remember the water, this is the last year of adjustment so everything is level, and we can show you those.

Ms. Radcliffe said the uniform fees for water, they're on page 207.

Commissioner Richardson said so water is going up.

Ms. Radcliffe said no, not necessarily.

Mr. Alligood said remember we're getting to uniform pricing so there's still a few districts leveling out. He said some districts went down a little bit, some went up but we're now all equal.

Chairman Waters said as of July 1st we'll all be on the same page.

Mr. Alligood said yes, that's correct.

Chairman Waters said we're going to recess until May 26, Thursday night at 5:00 PM.

Meeting recessed at 6:26 PM

Respectfully submitted to you by:

Kathleen Mosher, CMC, NCCC
Clerk to the Board of County Commissioners

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

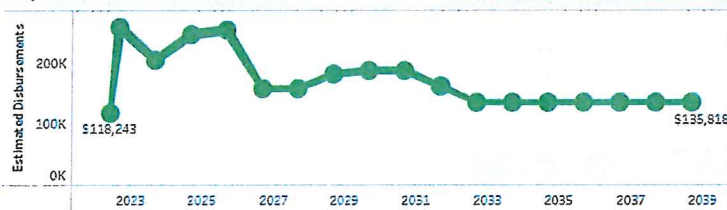
Mr. James Madson said let me first introduce Claire Harris, she is the president of Behavioral Health task force, or one of the co-chairs. He said Tiffany Moore is the program coordinator for the Behavioral Health task force and she works out of the Health Department office. He said I'm here to talk 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 evidenced-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

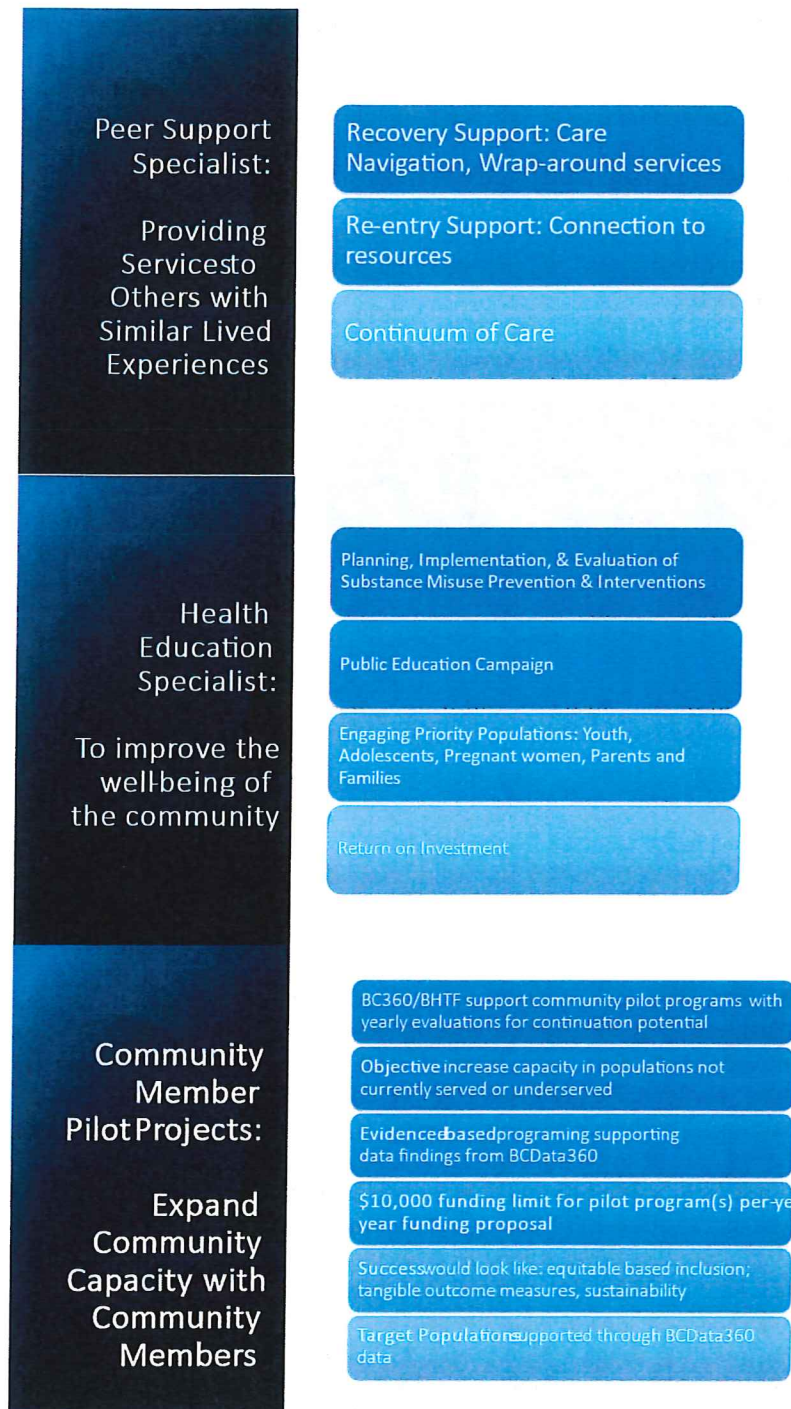
Strategic Recommendations

- 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 Pointe. 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

Payee Name	Primary Owner	Secondary Owner	Refund Type	Refund Description	Refund Reason	Create Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
BOYD, RACHEL CLARE	BOYD, RACHEL CLARE		Proration	Refund Generated due to proration on Bill #006699675-2021-2021-0000-00	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 #0067584762-2021-2021-0000	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	(\$135.35)	\$0.00	(\$135.35)
							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 PM

Payer Name	Primary Owner	Refund Type	Bill #	Pending Description	Refund Reason	Created Date	Tax Jurisdiction	Line Type	Change	Interest Change	Total Change
DOUGLAS, MEGAN ELIZABETH	DOUGLAS, MEGAN ELIZABETH	Proration	0081829116	Refund Generated due to proration on Bill #0081829116-2021-2021-0000-00	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.O. # 5694 676690.001</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>P.O. # 5694 676690.001</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.O. # 5694 676690.001</i>							
880231	580721	#####	FPITTMAN	000950881-2022-2021-0000-00 <i>NA 516 P.S.</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:

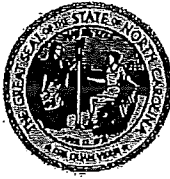
On July 15, 2022, the Director of Social Services received notification that there would be a one-time increase in LINKS funding to support the purchase of school uniforms and clothing. The LINKS program assists current and former eligible foster care youth and young adults ages 14-21 in achieving self-sufficiency 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 Corpen</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
CAMDEN	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	13	\$ 6,500.00
CHOWAN	3	\$ 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
MAcON	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	Aggr 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 Funding Authorization		Additional Allocation		Grand Total Allocation	
		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

		Initial (or Previous) Allocation Funding Authorization		Additional Allocation		Grand Total Allocation	
	COUNTY	Federal	Total	Federal	Total	Federal	Total
48	HYDE	9,443	9,443	0	0	9,443	9,443
49	JREDELL	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 Mail 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.

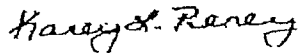
Please see the attached document, APS Essential Services Funding Authorizations SFY 2021-2022, with each county's allocation. Counties should track their monthly invoices to ensure you do not expend beyond your allocation. Any unused allocation for SFY 2021-2022, may be utilized in SFY 2022-2023, until 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

	COUNTY	Initial (or Previous) Allocation Funding Authorization		Additional Allocation		Grand Total Allocation	
		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	IREDELL	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: 2101NCAPC5-00

Award Date: FFY 2021

Federal Agency: DHHS/ACF

GRANT INFORMATION: This represents 100% federal dollars.

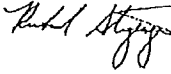
XS411 Heading: APS Essential Svcs

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 Madson (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

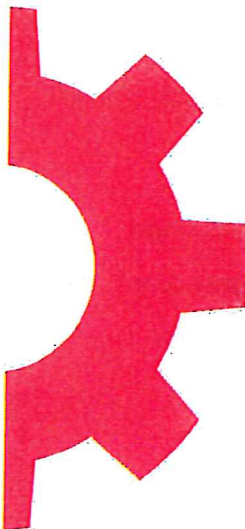
Summary of Information: Request to approve the following fees. Board of Health approved on July 19, 2022.

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.

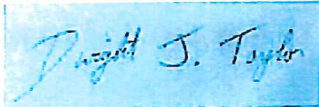
d. Entire agreement. This Agreement, together with any other materials referenced in or expressly made a part of the Agreement, constitutes the final and entire Agreement between Contractor and Customer and supersedes all prior and contemporary agreements, oral or written.

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 its bid by the County. Confirmation of receipt by telephone can be made directly to West Overman at 252-975-0720, x1063.

Complete Contract Documents in digital (pdf) format for this project may be obtained from the County's website: <https://cso.beaufort.nc.us/Bids.aspx>

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-FW23-001
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 4). 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.

07/08/2022

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, tarps, 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

Page 4 of 15

07/08/2022

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

Page 5 of 15

07/08/2022

RFP FM-FY23-001
Annex Window Replacement

STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT

ANTI-COLLUSION AFFIDAVIT

that

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 such bid;

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

4. Neither the said bidder, nor any of its officers, partners, owners agents, representatives, employees or parties in interest, including this affiant, has in any way collude, 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 contained 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)

Page 8 of 15

07/08/2022

RFP FM-FY23-001
Annex Window Replacement

City of Washington Certificate of Appropriateness

EXHIBIT 2

2 pages

Page 9 of 15

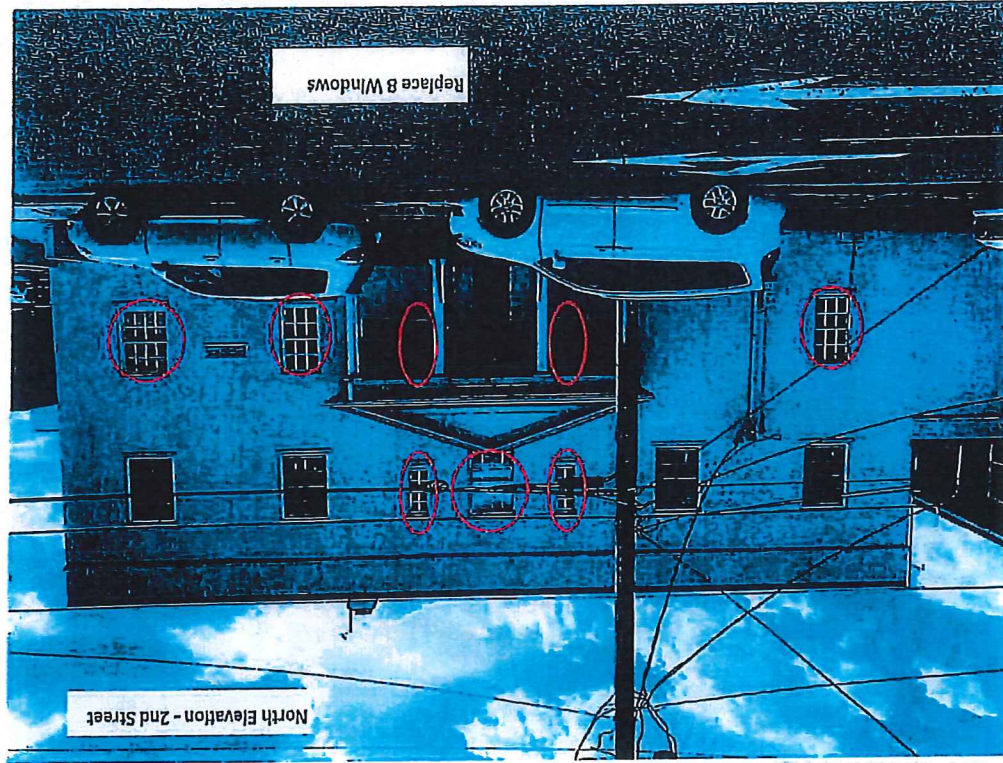
07/08/2022

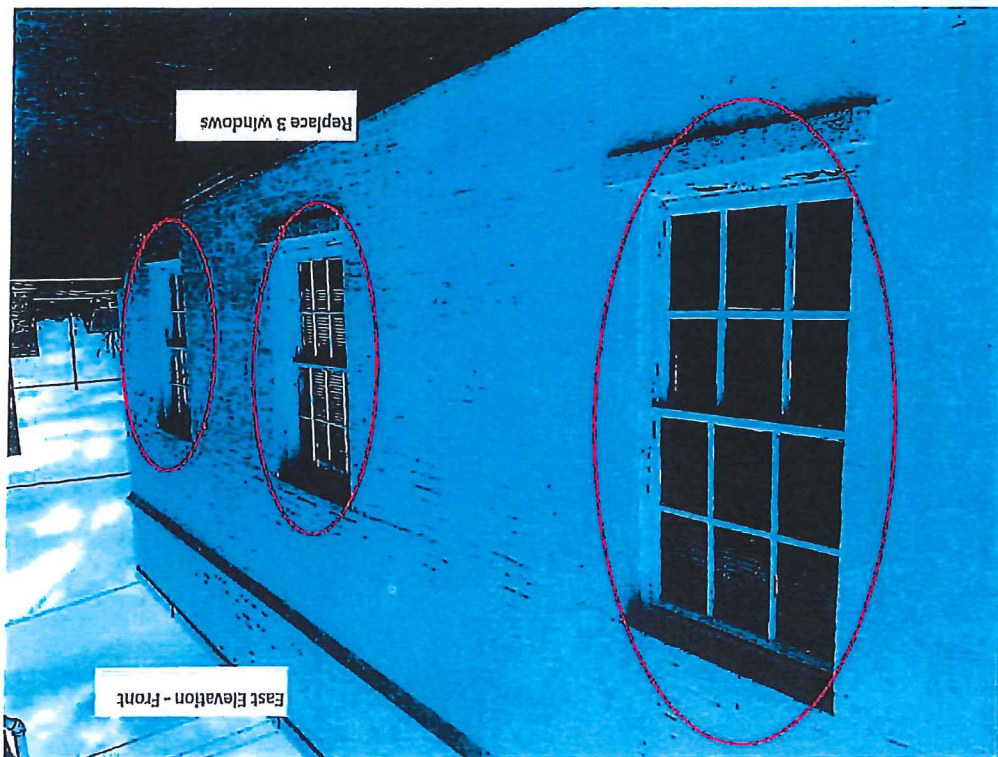
RFP FM-FY23-001
Annex Window Replacement

EXHIBIT 3

Photos showing windows to be replaced and location of new canopy
5 pages

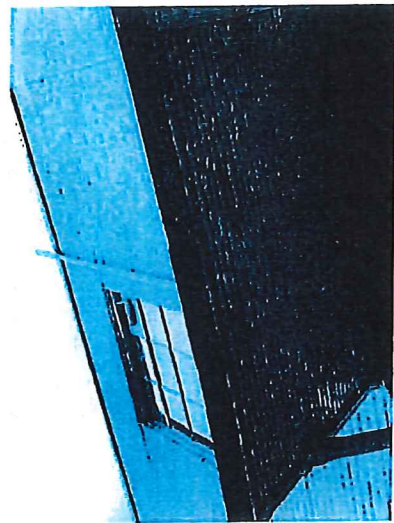
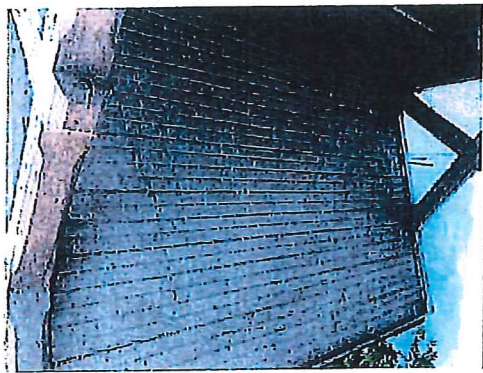
Page 10 of 15





07/08/2022

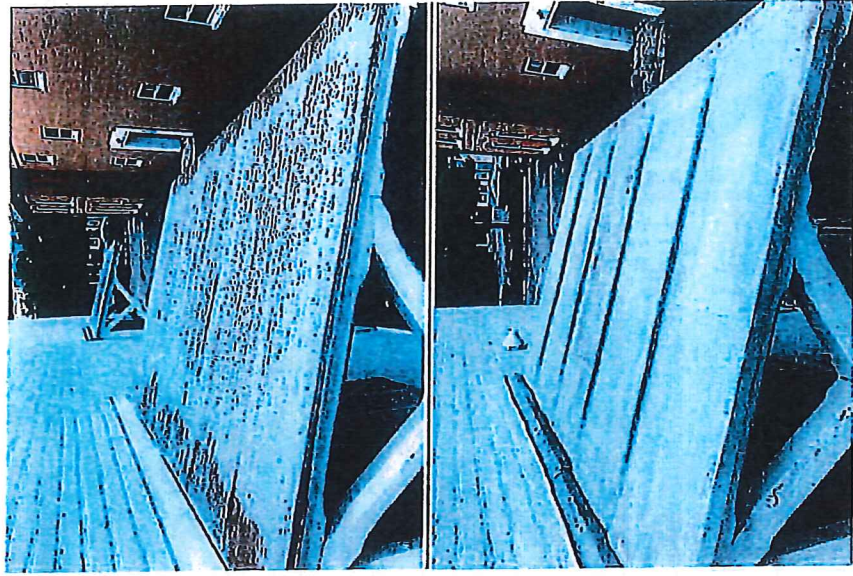
RFP FM-FY23-001
Annex Window Replacement



Page 13 of 15

07/08/2022

RFP FM-FY23-001
Annex Window Replacement



Page 14 of 15

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, 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 insurances 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 attorneys' 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 been connected with the Work. The Contractor further agrees to reimburse the Owner for any and all claims which the Owner may pay or be compelled to pay in settlement of any claim. Hereunder and this 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 Owner against liability for any personal injury, death or property damage resulting from the Contractor's performance of the Work.

b. No Obligation of Owner 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 to 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 or 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 each 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 execution 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.



Beaufort County
Agenda Abstract

Meeting Date: 9/6/2022

Agenda Section: Item for Decision

Presenter: Jamie Heath, Planner, Mid-East Commission

Agenda Title: Public Hearing for 2022-23 NC Division of Coastal Management (DCM) Public Beach and Coastal Waterfront Access Grant Application

Summary of Information: The County published a public hearing notice in the Washington Daily News on Wednesday, August 17, 2022, describing the project proposed under the 2022-23 NC Division of Coastal Management (DCM) Public Beach and Coastal Waterfront Access Grant program and inviting the public to attend the September 6, 2022, regular Board meeting to make comments or to submit comments in advance to Jamie Heath at the Mid-East Commission.

The DCM Public Beach and Coastal Waterfront Access Grant application would be for site improvements at the county owned Wright's Creek future public park site, located on Wilkins Rd., south of Belhaven in the Pamlico Beach area. Improvements would include upgrading the entrance driveway, constructing accessible walking trails, a boardwalk with gazebo, and a living shoreline demonstration site.

The total grant agency request would be \$405,000 with a 25% local cash match of \$135,000 required, for a total project cost of \$540,000. The county's currently funded PARTF grant for the Wright's Creek site will partially offset the required cash match (staff is working with the grant agency to determine which portions of the PARTF grant qualify).

It is anticipated that if the DCM grant is awarded, it along with the PARTF grant will allow the project to be completed as originally designed.

Fiscal Impact: To be determined based on which portions of the PARTF grant will qualify to offset the required cash match.

Submitter Recommendations/Motions: Receive comments from the public on submitting a 2022-23 NC Division of Coastal Management (DCM) Public Beach and Coastal Waterfront Access Grant Application.

After receiving comments, consider approving the submission of an application and awarding a grant writing services contract to the Mid-East Commission for the grant application.

Attachments:

1. Mid-East COG Grant Writing Contract

MID-EAST COMMISSION

Grant Writing Services Contract August 01, 2022 – September 30, 2022

THIS AGREEMENT, made this ____ day of _____ 2022, by and between the Mid-East Commission, hereinafter called the “Commission,” and Beaufort County, North Carolina, hereinafter called the “County.”

WITNESSETH

WHEREAS, the Commission operates to provide Planning and Technical Assistance to Local Governments in Region Q, and

WHEREAS, the County, has requested the assistance of the Commission.

NOW, THEREFORE, the Commission and the County mutually agree as follows:

1. **Employment and Scope of Work**

The County hereby agrees to engage the Commission and the Commission agrees to perform in a satisfactory and proper manner the work as described in the detailed “Scope of Services” set forth in Exhibit A, attached hereto, and by this reference made a part hereof.

2. **Length of Contract**

The work of the Commission shall commence on or after the 1st day of August 2022, and shall be undertaken and completed in such sequence as to assure expeditious completion in light of the purposes of this Contract; but, in any event, the work required herein shall not extend beyond the Scope of Services set forth in Exhibit A, and this contract and all conditions of this contract shall expire on the 30th day of September 2022.

3. **Compensation and Method of Payment**

The County will pay the Commission a lump sum of \$2,500.00 for the services provided hereunder. Services provided are described on page 4, Exhibit A, Scope of Services.

The Commission will issue an invoice to the County upon project completion. The County will issue a check to the Commission upon receipt of the agreed upon services as set forth in Exhibit A.

4. Termination of Contract for Cause

If, for any cause, the Commission shall fail to fulfill in a timely and proper manner its obligations under this Contract, or, if the Commission shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall, thereupon, have the right to terminate this Contract by giving written notice to the Commission of such termination forty-five (45) days before such effective date. During the forty-five day notification period, the Commission shall have the opportunity to remedy any failures or violations to avoid termination of the Contract. If termination occurs, the Commission shall be entitled to receive just and equitable compensation for all satisfactory work completed.

The Commission may also terminate this contract for any reasons associated to its workload, time constraints, and the like. If the Commission feels that it cannot complete the work for any of the aforementioned reasons, it shall have the right to terminate this contract by giving written notice to the County of such termination forty-five (45) days before such effective date.

5. Changes

The County may from time to time request changes in the Scope of Work or services to be performed by the Commission hereunder. Such changes, including any increases or decreases in the Commission compensation, which are mutually agreed upon by and between the County and the Commission, shall be incorporated as written amendments to the Contract.

6. Records

The Commission shall maintain financial records pertaining to this Contract for three years after final settlement of the Contract or until cleared by audit.

7. Access to Records

The Commission shall have access to all pertinent records of Beaufort County to assist the Commission staff in providing planning and technical services and as a part of this contract to assure that proper recordkeeping is maintained.

8. Interest of Contractor

The Commission covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. The Commission further covenants that in the performance of this contract no person having any such interest shall knowingly be employed.

9. Findings Confidential

Any reports, information, data, etc., given to or prepared or assembled by the Commission under this contract which requests to be kept confidential shall not be made available to any individual or organization other than the County.

11. Complete Agreement

This Contract contains the complete agreement of the Parties and may not be modified in any respect except by written amendment hereto.

12. Applicable Laws

The Parties agree that this document is to be governed, construed, and enforced in accordance with all of the laws of the State of North Carolina.

By: _____
Bryant Buck, Executive Director
Mid-East Commission

By: _____
Frankie Waters, Chairman
Beaufort County County of Commissioners

Date: _____

Date: _____

Attest: _____

Attest: _____

This instrument has been pre-audited
in the manner required by the Local
Government Budget and Fiscal Control Act.

Signed: _____
Finance Officer

Date: _____

EXHIBIT A

SCOPE OF SERVICES

For consideration of a lump sum of \$2,500.00, the Mid-East Commission will make available to Beaufort County, the following Planning services:

PROFESSIONAL SERVICES:

1. Preparation and submittal of a DCM Public Beach and Coastal Waterfront Access Grant application for improvements at the Wright's Creek Park site on behalf of the county.



Beaufort County
Agenda Abstract

Meeting Date: 9/6/2022

Agenda Section: Item for Decision

Presenter: Chairman Waters and Rick Lanier

Agenda Title: US Moto Signs

Summary of Information: The US Moto Action Committee is requesting permission from the Board to display the moto "In God We Trust" permanently in a visible location which would be paid for by the USMAC. Please see attached information for more details.

Submitter Recommendations/Motions: Staff will follow the Boards instructions.

Attachments:

1. Biography
2. Brochures
3. Chambers
4. Courthouse

BIOGRAPHY

We are delighted to report to you that one hundred and nine (112) entities have voted “yes” to display “In God We Trust” in and on their government buildings. Thus far 250 plus displays have been permanently installed in 63 NC counties and 49 town halls. In addition to providing these permanent displays on public buildings, some 60 plus N.C. sheriff departments, 40 plus police departments, and 30 plus fire department fleets have installed over 3500 “In God We Trust” reflective decals on their vehicles. All of this is a result of the efforts by the US Motto Action Committee, which after procuring the approvals by the government bodies, pays for all the cost of these displays.

It all began on November 26, 2002, when with a desire to promote patriotism; Rick Lanier led the Davidson County Board of Commissioners to publicly display “In God We Trust” on the exterior of the Davidson County Governmental Center, on which the installation was completed December 29, 2002. December 30, 2002 Rick co-founded the US Motto Action Committee.

On June 24, 2003 two ACLU funded attorneys filed a Federal lawsuit against Davidson County citing that the motto violated the “Separation of Church and State”. Due to the proactive efforts of the USMAC the Davidson County Board of Commissioners unanimously decided to accept the assistance of the NC Association of County Commissioners and fight the lawsuit, all agreeing that it was worth the fight. In May 2004, U.S. District Court Judge William Osteen, Sr. dismissed the lawsuit, citing no church/state conflict. On May 13, 2005 the U.S. 4th Circuit Court of Appeals affirmed Judge Osteen’s opinion. Then in finality, on November 14, 2005 the U.S. Supreme Court refused to hear the case, thus making the 4th Circuit Court of Appeals ruling case law. (Ref. 407F 3d 266 Lambeth v. The Board of Commissioners of Davidson County, North Carolina, Case No. 04-1753 4th Circuit Court of Appeals).

The mission statement of the USMAC is To defend, promote and assist in the awareness and furtherance of our U.S. motto, “In God We Trust” on public buildings, structures, monuments, the printed page, and to encourage our Godly Heritage in various other aspects. The immediate goal of the USMAC is to reach all 100 NC counties and as many town halls as possible with a request to prominently and proudly display our great motto.

For the last 6 years we have made it our goal to tirelessly contribute many hours of our time in making this effort a reality. We do all this with a deeply held conviction that our Nation’s identity and spiritual heritage are worth the effort. Many county and city leaders have shared the same conviction, which has resulted in this organization’s overwhelming success.

Updated July 8, 2022



USMAC Mission

To defend, promote and assist in the awareness and furtherance of our U. S. Motto, "In God We Trust," on public buildings, structures, monuments, the printed page, and to encourage our Godly Heritage in various other aspects.

USMAC Board

David White, Chair (336) 239-0473
davidmwhite7@aol.com

Rick Lanier, Vice Chair (336) 798-7700
7thheaven@windstream.net

Pastor Mark Smith, Secretary (336) 306-6476
MSDKSmith@icloud.com

Fred McClure, Treasurer (336) 249-9269
fred@fredmcclure.com

Dr. Ron Baity, Chaplain (336) 785-0529
rbaity4520@aol.com

Dr. Richard Callahan (336) 259-9113
richardd.callahan@gmail.com



What you can do!

Pray

- * For municipalities to vote "Yes" to display our National Motto-*In God We Trust*.
- * For pastors to catch our vision and motivate their members in our mission.
- * For patriotic individuals to get involved in their local community.

Promote

- * Contact your city or county commissioners to request the U.S. Motto be displayed.
- * Ask your pastor or civic organization to invite a member of the USMAC to share our mission.
- * Get involved! One active, energetic voice can make a tremendous difference.

Provide

- * USMAC incurs ALL costs to display the U.S. Motto on government buildings.
- * We depend on churches and patriotic individuals to meet these needs.
- * Costs range up to \$2,500 per location
- * Become a *USMAC Partner* with a One Time Gift to promote a permanent and public reminder of America's Godly Heritage.

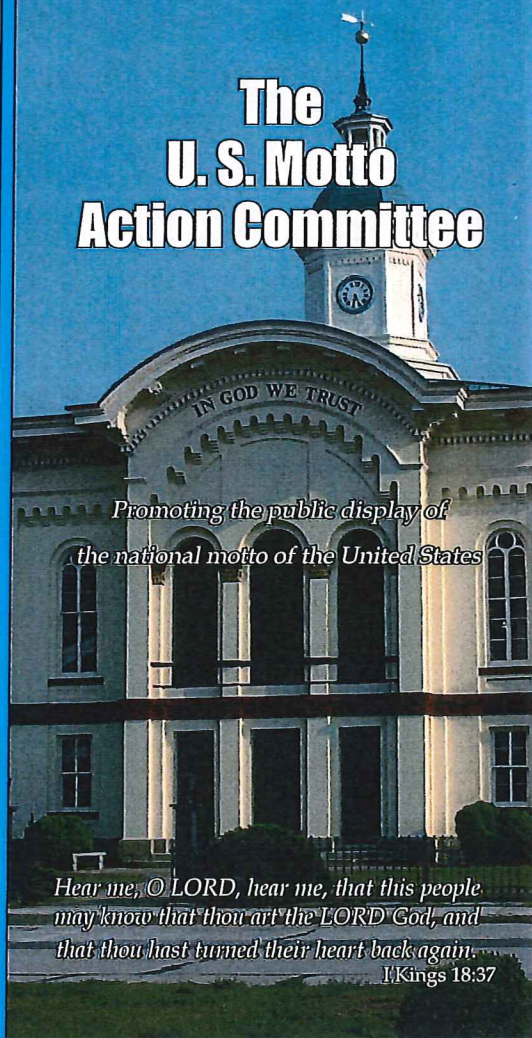
*If the foundations be destroyed,
what can the righteous do?*

Psalm 11:3

Donations may be mailed to:

USMAC
P.O. Box 1351
Lexington, NC 27293
(336) 798-7700 usmotto02@gmail.com

The U. S. Motto Action Committee



*Promoting the public display of
the national motto of the United States*

*Hear me, O LORD, hear me, that this people
may know that thou art the LORD God, and
that thou hast turned their heart back again.*

I Kings 18:37



The U.S. Motto Action Committee actively encourages local elected officials across NC and our nation to display the National Motto. Our purpose is to promote America's Christian heritage with the hope that hearts would turn back to Him.
II Chronicles 7:14

We believe God gave birth to the
U.S. Motto Action Committee.

A BRIEF HISTORY

August 2002

With a desire to promote patriotism, David White petitioned Commissioner Rick Lanier to place the national motto, *In God We Trust*, on the Davidson County Governmental Center.

November 26, 2002

Commissioner Lanier led the Davidson County Commissioners to approve the display of our National Motto.

December 29, 2002

The US Motto was publicly displayed on the Davidson County Governmental Center.

December 30, 2002

In an effort to promote America's Godly Heritage, David White, Rick Lanier, Todd Clark, and Fred McClure formed the US Motto Action Committee. Shortly thereafter, Pastor Ron Baity was added as Committee Chaplain.

June 24, 2003

Two ACLU-funded attorneys sued Davidson County citing the public display of the Motto violated the "separation of church and state."

August 12, 2003

Due to the proactive efforts of the USMAC, the Commissioners unanimously decided to fight the lawsuit

May 2004

U. S. District Court Judge William Osteen, Sr. dismissed the lawsuit, citing no church/state conflict

May 13, 2005

The U. S. Fourth Circuit Court of Appeals affirmed Judge Osteen's opinion.

November 14, 2005

The U. S. Supreme Court refused to hear the case. The decision of the Fourth Circuit Court of Appeals became case law.
Ref: *Lambeth and Lea vs. Davidson County, NC # 04-1753*



Approved on 2/10/2015

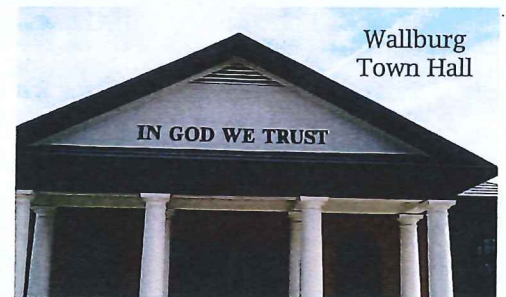


Approved on 3/02/2015

"If we ever forget that we are One Nation Under God, then we will be one nation gone under." *Ronald Reagan*



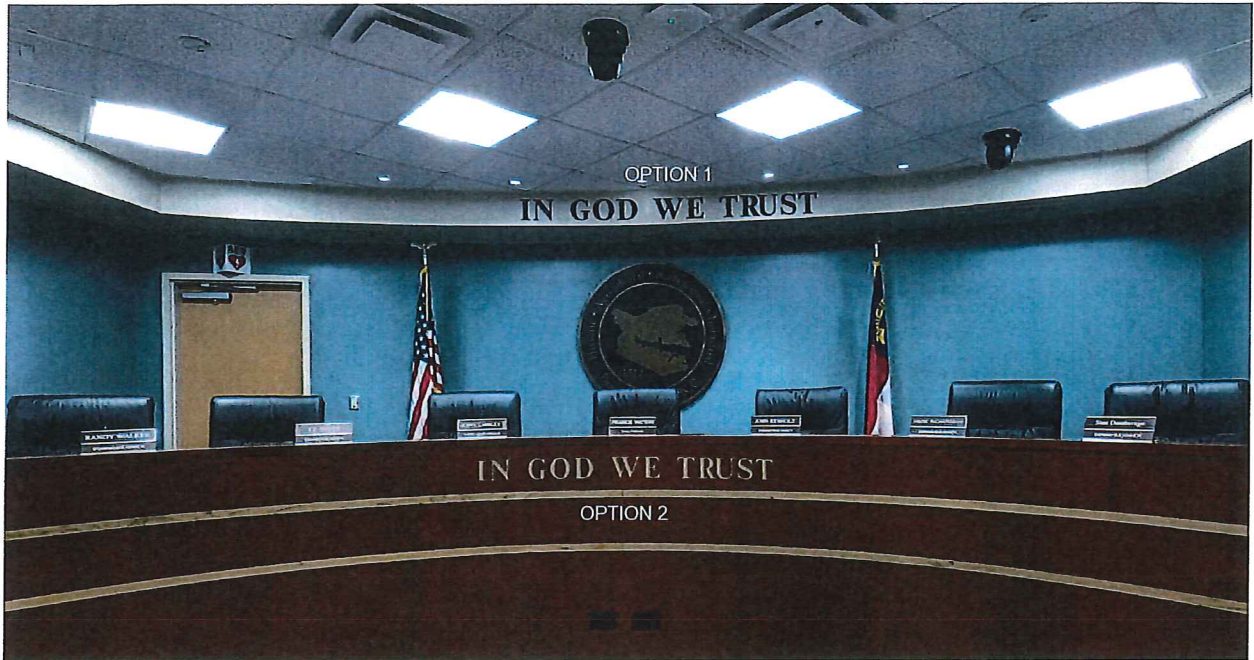
Approved on 3/02/2006



Approved on 12/09/2014

To join our effort to publicly display the U.S. Motto on your city or county building, contact us at (336) 798-7700 or usmotto02@gmail.com.

6" LETTERS FLAT CUT ACRYLIC – OPTIONS 1 & 2





Beaufort County
Agenda Abstract

Meeting Date: 9/6/2022

Agenda Section: Item for Decision

Presenter: Lisa Williams, Mid-East Commission
Anita C. Radcliffe, Finance Officer

Agenda Title: 2022 Essential Single-Family Rehab Loan Pool Grant

Summary of Information: The County has been awarded \$162,000 from the NC Housing Finance Agency for the 2022 Essential Single Family Rehab Loan Pool Grant. The grant funds will be used to make essential repairs to single family houses in Beaufort County. The project is 100% grant funded with no County match required. Mid-East Commission will be administering the grant for the County.

As required, Staff is requesting the Board of Commissioners approve the attached documents related to the grant project, (1)"Assistance Policy for the 2022 Essential Single-Family Rehabilitation Loan Pool", (2)"Beaufort County Procurement and Disbursement Policy for the 2022 Essential Single-Family Rehabilitation Loan Pool", and (3) "2022 Essential Single-Family Rehab Loan Pool Grant Project Ordinance".

Submitter Recommendations/Motions: Staff recommends adoption of the attached policies and Grant Project Ordinance as presented.

Attachments:

- Assistance Policy
- Procurement/Disbursement Policy
- Grant Project Ordinance
- Grant Agreement

Beaufort County
Assistance Policy
For the 2022 Cycle of the
Essential Single-Family Rehabilitation Loan Pool

What is the Essential Single-Family Rehabilitation Loan Pool?

Beaufort County has been awarded Membership by the North Carolina Housing Finance Agency ("NCHFA") under the 2022 Cycle of the Essential Single-Family Rehabilitation Loan Pool ("ESFRLP"). This program provides Members with funds via a "loan pool" to assist with the rehabilitation of moderately deteriorated homes that are owned and occupied by lower-income, special need households. ESFRLP assists eligible households by facilitating aging in place, meeting minimum housing code requirements, promoting long-term affordability, lowering operating costs, and stabilizing pre-1978 homes that include children aged 6 or under whose health is threatened by the presence of lead hazards.

Beaufort County has been allocated an initial set-aside of \$162,000 which it plans to apply toward the rehabilitation of three houses in Beaufort County. After demonstrating successful use of this allocation, the County may access additional funds, when available, on a unit-by-unit basis from the ESFRLP loan pool to assist additional homes.

This Assistance Policy describes who is eligible for assistance under ESFRLP, how applications for assistance will be ranked, what the terms of assistance are, and how the rehabilitation process will be managed. Beaufort County has designed the ESFRLP project to be fair, open and consistent with its approved application for funding and with ESFRLP Program Guidelines.

The funds provided by NCHFA come from the US Department of Housing and Urban Development's (HUD) Federal HOME Investment Partnerships Program. Assistance for construction-related costs (hard costs) will be provided as no interest, no payment loans which are forgiven at the rate of \$8,000 per year. Non-construction-related costs (soft costs including lead/asbestos inspections/clearances, radon testing and environmental reviews) will be provided in the form of a grant.

EMERGENCY and HEALTH Notifications: Due to the current COVID-19 pandemic, increased awareness of the need to protect County representatives and the homeowners they serve from various health related exposures has become more apparent than ever. Homeowners participating in the ESFRLP program must agree to follow all local, state and federal guidelines for emergency preparedness surrounding the COVID-19 pandemic and any other emergency declared that includes their property address for the duration of construction on the property.

Who is Eligible to Apply?

There are three major requirements to be eligible for ESFRLP assistance:

- 1) The housing unit to be rehabilitated with ESFRLP funds must be located in Beaufort County, and must be owner-occupied. The household occupying the unit must have

- an elderly, disabled and/or veteran (see definitions) fulltime household member or a child aged 6 or under threatened by lead hazards in the home;
- 2) The gross annual household income must not exceed 80% of the Area Median Income for the County (see income limit table on the following page) and;
 - 3) The cost of rehabilitation cannot exceed the ESFRLP Program limit of \$40,000 and must include all Essential Rehabilitation Criteria as described in the ESFRLP Administrator's Manual for the 2022 Cycle (available online at www.NCHFA.com).
- Unfortunately, not all homes can be rehabilitated to meet the Essential Rehabilitation Criteria with the limited funding available. Some otherwise-eligible households may be deemed ineligible for assistance because their homes fail this test.

What Types Of Houses Are Eligible?

Properties are eligible only if they meet all of the following requirements:

- The property must require at least \$5,000 of improvements to meet the more stringent of either the ESFRLP Property Standards or the local minimum housing code.
- Site-built and off frame modular units listed as real property are eligible for assistance. Manufactured housing is eligible for assistance if the foundation and utility hookups are permanently affixed including removal of all transporting equipment (e.g. wheels, axles, tongue) and installation of a masonry foundation and tie-downs.
- No more than fifty percent (50%) of the total area of the unit may be used for an office or business (e.g. day care, hair salon, room rental, etc.). Program funds may only be used to improve the residential exterior, interior and systems portion of mixed-use buildings.
- The property must be free of environmental hazards and other nuisances as defined by all applicable codes or regulations, or any such hazards or nuisances must be corrected as part of the rehabilitation of the home. Beaufort County's Rehabilitation Specialist will determine the presence of any known environmental hazards/nuisances on the site and if they can be removed through rehabilitation.
- Properties cannot be located in the right-of-way of any impending or planned public improvements. Beaufort County staff will assist in making this determination.
- The property cannot be located on a site that is endangered by mudslides, landslides or other natural or environmental hazards. If needed, the Rehabilitation Specialist will work with the homeowner to make this determination.
- The property may be located in the 100-year flood plain if the lowest finished floor level (verified by an elevation certificate provided by the homeowner) is above the base flood elevation and the property will be covered by flood insurance. The property must comply with Beaufort County's flood plain ordinance. All things considered equal, properties located outside the 100-year flood plain will be given priority over properties located in the 100-year flood plain. Beaufort County will verify whether the home is in the flood plain.
- The property cannot have been repaired or rehabilitated with public funding of \$30,000 or more within the past 10 years without NCHFA approval.

2022 Income Limits for Beaufort County's Essential Single-Family Rehabilitation Loan Pool

Number in Household	30% of Median Income	50% of Median Income	80% of Median Income
1	\$14,050	\$23,450	\$37,450
2	\$16,050	\$26,800	\$42,800
3	\$18,050	\$30,150	\$48,150
4	\$20,050	\$33,450	\$53,500
5	\$21,700	\$36,150	\$57,800
6	\$23,300	\$38,850	\$62,100
7	\$24,900	\$41,500	\$66,350
8	\$26,500	\$44,200	\$70,650

*Income limits are subject to change based on annually published HUD HOME Income Limits. This update will not require a re-approval by the governing authority.

How are applications ranked?

There are many more ESFRLP-eligible households (with eligible houses) than can be assisted with the available funds. Therefore, Beaufort County has devised the following priority system to rank eligible applicants, determine which of them will be selected for assistance and in what order. Under this system applicants will receive points for falling into certain categories. Applications will be ranked according to which receive the most points. If there are more eligible applicants with eligible houses than can be treated with existing funding, Beaufort County may be able to treat additional houses with unrestricted pool funds. Pool applicants will come from the original applicant list and be considered according to which household received the most points. If alternate pool applicants are not identified on the original applicant list and must be solicited, the solicited, eligible, pool applicants will be selected on a first come, first to qualify, first served basis.

Priority Ranking System for Beaufort County's 2022 Essential Single-Family Rehabilitation Loan Pool

<i>Emergency Need</i>	<i>Points</i>
Threat of imminent eviction/removal; must meet Special Need(s) & income requirements; applications received at any time	8
<i>Special Needs (for definitions, see below)</i>	<i>Points</i>
Household with a child under age 6 with lead hazards in the home	4
Elderly Household (62 or older)	4
Disabled	4
Veteran Household	4
Multiple Disabled, Elderly or Veteran Household Members (more than 1)	4
<i>Income (See Income Table above)</i>	<i>Points</i>
Less than 30% of County Median Income	4
30% to 50% of County Median Income	4
50% to 80% of County Median Income	4

Definitions under ESFRLP are:

- *Elderly*: An individual aged 62 or older.

- *Disabled:* A person who has a physical, mental or developmental disability that greatly limits one or more major life activities, has a document of such impairment, or is regarded as having such an impairment
- *Head of Household:* The person or persons who own(s) the house.
- *Household Member:* Any individual who is an occupant (defined below) of the unit to be rehabilitated shall be considered a "household member" (the number of household members will be used to determine household size and all household members are subject to income verification).
- *Occupant:* An occupant is defined as any immediate family member (mother, father, spouse, son/daughter of the head of household) who has resided in the dwelling unit for at least 3 months prior to the submission of the family's application.
- *Veteran:* A person who is a military veteran, is defined as one who served in the active military, naval, or air service (i.e. Army, Navy, Air Force, Marine Corps, and Coast Guard; as a commissioned officer of the Public Health Service; or as a commissioned officer of the National Oceanic and Atmospheric Administration or its predecessors), and who was discharged or released there from under conditions other than dishonorable. Provide DD-214 form to demonstrate.
- *Emergency:* A situation in which a household member has an immediate threat of being evicted or removed from a home due to health or safety issues within a time frame that the program can complete a repair to stop eviction or removal. These applications will be received at any time during the funding cycle and elevated based on the ability of the program to complete the work in a timely manner that meets the goal of assisting homeowners to remain in their home. This may be documented with a doctor's letter or eviction notice.

Recipients of assistance under ESFRLP will be chosen by the above criteria without regard to race, color, religion, national origin, sex, familial status and disability.

What Are The Terms of Assistance Under ESFRLP?

The form of ESFRLP assistance is a 0% interest, forgivable loan covering the hard costs associated with the rehabilitation of the home and a grant for the soft costs. These will be two separate documents or sets of documents.

The Loan: NCHFA will create loan documents for the homeowner(s) including a Promissory Note and Deed of Trust covering hard costs for the rehabilitation in an amount not to exceed \$40,000. This loan covering the hard costs remains 0% interest and forgivable at \$8,000 per year for as long as the owner resides in the home or until the balance is reduced to \$0. The term of the loan is dependent upon the loan amount and the number of years it takes to bring the balance of the loan to \$0 when forgiven at \$8,000 per year. For example, if the amount of the loan is \$37,452, then the term is 5 years (\$32,000 forgiven over the first 4 years and \$5,452 forgiven at the end of the 5th year). The maximum term of the typical loan will be five years.

As long as the borrower lives in the home, no payments on the loan will be required. If the recipient prefers, the loan can be paid off at any time to NCHFA, either in installments or as a lump sum payment. Furthermore, under certain circumstances NCHFA may allow

assumption or refinancing of the loan. Should an heir inherit the property and choose to live in the house as their permanent residence, they may assume the loan without being income eligible. However, the lien remains on the property as per the original loan terms. A buyer who may wish to buy the property to live in may assume the loan so long as they can document that they are income-eligible ($\leq 80\%$ AMI). Default can occur if the property is sold or transferred to another person and/or if the borrower fails to use the home as a principal residence, without prior written approval of the North Carolina Housing Finance Agency.

The Grant: To pay for soft costs including application outreach/intake/management, environmental reviews/inspections/testing and project assessment/documentation/estimating/bidding, NCHFA will create a Grant Agreement not to exceed \$10,000. The grant has no repayment or recovery terms.

What Kinds Of Work Will Be Done?

Each house selected for assistance must be rehabilitated to meet ESFRLP Rehabilitation Criteria. That means every house must, upon completion of the rehabilitation:

- meet the more stringent requirements of either NCHFA's Essential Property Standard or Beaufort County's Minimum Housing Code. These are "habitability standards" which set minimum standards for decent, safe and sanitary living conditions. Additionally, the home must meet applicable Lead-Based Paint regulations 24 CFR part 35.
- retain no "imminent threats" to the health and safety of the home's occupants or to the home's "structural integrity". (An example of an imminent threat to occupants as well as to the home's structural integrity is an infestation of insects or a crawlspace that is too damp).

These requirements are spelled out in full in the ESFRLP Administrator's Manual which you may view, at reasonable times, upon request, at the Community Development office of Beaufort County or anytime online at www.NCHFA.com.

In addition to the above items that must be done to satisfy NCHFA requirements, the scope of work may include approved items meant to reduce future maintenance and operational costs or to further protect homes from natural disasters and/or home modifications designed to enable greater accessibility for household members to function more independently as they age.

Once the rehabilitation is complete, major systems in the home that, with reasonable maintenance and normal use, should be capable of lasting another 5 years include: structural support, roofing, cladding and weatherproofing, plumbing, electrical and heating/cooling systems.

Of course, contractors performing work funded under ESFRLP are responsible for meeting all local requirements for permits and inspections. All work done under the program must be performed to meet NC State Residential Building Code standards. (This does not mean, however, that the whole house must be brought up to current Building Code Standards.

What About Lead-based Paint?

Until it was discovered to be a health hazard, lead was used for centuries to make house paints. Now we know that lead exposure is a serious problem for everyone and especially small children. Selling lead paint was outlawed in 1978, but many older buildings still contain lead paint and children are still being poisoned.

Under ESFRLP, a lead hazard evaluation must be performed on every home selected for rehabilitation that was built before 1978. The specific type of evaluation and the appropriate lead hazard reduction work performed will depend on the total amount of Federal funds used to rehabilitate the home, as per 24 CFR part 35. If required, lead-based paint hazard reduction and/or abatement will be performed by contractors who are trained and certified to perform such work.

It may be necessary for the household to relocate during the construction process for protection against lead poisoning. If relocation is required, it shall be the responsibility of the homeowner to pay for the relocation.

Who Will Do the Work On the Homes?

Beaufort County is obligated under ESFRLP to ensure that quality work is done at reasonable prices and that all work is contracted through a fair, open and competitive process.

To meet these requirements, Beaufort County will invite bids only from licensed general contractors who are part of an "Approved Contractors Registry". For additional information about procurement and disbursement procedures, please refer to the Beaufort County ESFRLP Procurement and Disbursement Policy for the 2022 Cycle.

- All qualified members of the Approved Contractors Registry will be invited to bid on each job, and the lowest responsive and responsible bidder will be selected for the contract. OR At least three qualified members of the Approved Contractors Registry (on a rotating basis) will be invited to bid on each job, and the lowest responsive and responsible bidder will be selected for the contract.

What Are The Steps In The Process, From Application To Completion?

You now have information about how to apply for the Essential Single-Family Rehabilitation Loan Pool (ESFRLP) and what type of work can be done through the Program. Let's go through the steps for getting the work done:

1. **Completing a pre-application form:** Homeowners who wish to apply for assistance must do so by December 31, 2022. Applicants after this date will be placed on a separate list for a review of qualifications. These applicants will only be served after it is determined that sufficient funds and time remain available once those who applied by the application deadline have been qualified, ranked and their needs determined.] Apply by contacting Lisa Williams, Mid-East Commission, Community Development,

at 252-402-8609 or by email lwilliams@mid-eastcom.org or visiting Mid-East Commission 1502 N Market Street, Washington, NC 27889 during normal business hours. Proof of ownership, income and special needs will be required. Those who have applied for housing assistance from Beaufort County in the past will not automatically be reconsidered and must complete a new pre-application form.

- 2. Client Referral and Support Services:** Many homeowners seeking assistance through the Essential Single-Family Rehabilitation Loan Pool may also need other services. If the ESFRLP staff meet the homeowner during the application process, they will provide pamphlets and a list of the agencies with contact information for the resources and programs available in Beaufort County. For households that meet the requirements of the pre-application step and qualify to receive assistance through the ESFRLP program, additional verbal discussion will be offered during the Screening of applicants and/or Pre-rehab inspection steps of the program. With the homeowner's permission, a case file will be created and a staff person will follow up with the homeowner concerning the available services in the referral network.]
- 3. Preliminary inspection:** Beaufort County's Rehabilitation Specialist will visit the homes of eligible households to determine the need and feasibility of the home for rehabilitation. Homeowners must inform staff of any known pest infestations prior to the visit. The City/County/Planning staff has the right to deny an application based on health and safety concerns that may put their staff and/or contractors at risk.]
- 4. Screening of applicants:** Applications will be ranked by Beaufort County based on the priority system outlined on page 4 and the feasibility of rehabilitating the house. Households to be offered assistance will be selected by January 31, 2023. Household income will be verified for program purposes only (information will be kept confidential). NCHFA will verify ownership of the property by conducting a title search. From this review, the three most qualified applicants will be chosen according to the priority system described above; there will be a list of two (2) alternates. The remaining applicants will be placed on a list of alternates in the order that they qualified.] Beaufort County will then submit to NCHFA an ESFRLP Loan Application and Reservation Request for each potential borrower for approval. Applicants not selected for ESFRLP assistance will be notified in writing.
- 5. Written agreement:** A HOME Owner Agreement, between the homeowner and Beaufort County, will be executed as part of the Loan Application and Reservation Request procedure (that formally commits funds to a dwelling unit). This agreement will certify that the property is the principal residence of the owner, that the post-rehab value of the property will not exceed 95% of the 203(b) limits established by HUD and defines the ESFRLP maximum amount and form of assistance being provided to the homeowner, the scope of work to be performed, the date of completion and the rehabilitation criteria and standards to be met.
- 6. Pre-rehab inspection & unit evaluation:** Beaufort County's Rehabilitation Specialist will visit the home again for a more thorough inspection. All parts of the home must be made accessible for inspection, including the attic and crawlspace. The owner should

report any known problems such as electrical short circuits, blinking lights, roof leaks, etc. Each unit will be evaluated for energy-saving opportunities such as air-sealing and duct-sealing as well as for environmental concerns, such as lead based paint hazards, radon and asbestos.

7. **Work write-up:** The Rehabilitation Specialist will prepare complete and detailed work specifications (known as the "work write-up"). A final cost estimate will also be prepared by the Rehabilitation Specialist and held in confidence until bids are received from contractors.
8. **Lead and Other Testing:** Beaufort County will arrange for a certified firm to inspect all pre-1978 constructed homes for potential lead hazards (required) and asbestos hazards (as deemed necessary by the Rehabilitation Specialist in all homes built during, before and after 1978). All homes will be tested for radon. The owner will receive information covering the results of the tests and any corrective actions that will be needed as part of the rehabilitation.
9. **Bidding:** The work write-up and bid documents will be conveyed to all contractors from the Approved Contractors Registry. Contractors will be given no less than seven days in which to inspect the property and prepare bid proposals. Each contractor will need access to all parts of the house in order to prepare a bid. A bid opening will be conducted in the Commissioner's Board Room located at 121 W. Third Street, Washington, NC 27889 at a specified date and time, with all bidders invited to attend a virtual opening of the bids unless other arrangements are made with the County staff.
10. **Contractor selection:** Within 72 hours of the bid opening, the winning bidders will be selected. All bidders and the homeowner will be notified in writing of 1) the selection of the winning bid, 2) the amount of the winning bid, 3) the amount of the County's cost estimate, and 4) the specific reasons for the selection, if other than the lowest bidder was selected.
11. **Loan closing and contract execution:** Loan documents (Promissory Note and Deed of Trust) will be prepared by NCHFA as the lender and executed by the homeowner. By law, homeowners have the right to hire legal representation of their choosing at the loan closing. If a homeowner does not have "representation" at the closing, the borrower must sign a NCHFA "Legal Advice Disclosure". Rehabilitation contract documents will be executed by the homeowner and contractor with Beaufort County signing on as an interested third party prior to the commencement of any construction. Beaufort County will facilitate the loan closing and recordation of these documents and forward the recorded documents to NCHFA.
12. **Pre-construction conference:** A pre-construction conference will be held at the selected applicant's home. At this time, the homeowner, contractor and ESFRLP Beaufort County program representatives will discuss the details of the work to be completed. Starting and ending dates will be finalized, along with any special arrangements such as weekend or evening work hours and disposition of items to be

removed from the home. Beaufort County will issue a "proceed order" formally instructing the contractor to commence work by the agreed-upon date.

- 13. Construction:** The contractor is responsible for obtaining and posting all permits for the project before beginning work. Beaufort County ESFRLP Program staff will closely monitor the contractor during the construction period and local Code Enforcement Officials will inspect the work when applicable. To protect personal property, the homeowner will be responsible for working with the contractor toward clearing work areas of personal property as needed as much as practicable. The contractor will be responsible for all clearing and cleaning activities necessary due to construction activities.
- 14. Change Orders:** All changes to the scope of work must be approved by the owner, the contractor, Beaufort County's Rehabilitation Specialist, and the Beaufort County Program Administrator and reduced in writing as a contract amendment ("change order"). The owner, contractor and two Beaufort County personnel must execute any change order agreements to the construction contract.
- 15. Progress payments:** The contractor is entitled to request up to three partial payments and a final payment. When a payment is requested, the Rehabilitation Specialist will inspect the work within three days.
- 16. Closeout:** When the Rehabilitation Specialist and the Homeowner are satisfied that the contract has been fulfilled, the Homeowner, Project Administrator and Rehabilitation Specialist will sign off on the work. All material and workmanship will be guaranteed by the contractor for a period of one-year from the date of completion of the work as established by Beaufort County's approval date of the final pay requisition. Beaufort County will notify the homeowner in writing of this date.
- 17. Post-construction conference:** Following construction, the contractor and the Rehabilitation Specialist will sit down with the Homeowner one last time. At this conference the contractor will hand over all owner's manuals and warranties on equipment and materials to the homeowner. The contractor and Rehabilitation Specialist will go over operating and maintenance requirements for the new equipment, materials and appliances and discuss general maintenance of the home with the Homeowner. The Homeowner will have the opportunity to ask any final questions about the work.
- 18. Final loan amount determination:** If, upon completion of all rehabilitation work, the contract price has changed due to the effect of change orders and there is a need to modify the loan, NCHFA will prepare an estoppel for a loan reduction or modification agreement for a loan increase as necessary at the time of closeout of the unit. The loan will remain the property of NCHFA, with original documents remaining there for storage and "servicing". Please note that it is the responsibility of the homeowner to record an estoppel if they wish this to be reflected in the Deed of Trust.

19. The warranty period: It is extremely important that any problems with the work that was performed be reported by the homeowner to the Beaufort County Rehabilitation Specialist or other representative, as soon as possible in writing. All bona fide defects in materials and workmanship reported within one year of completion of construction will be corrected free of charge by the Contractor.

What are the key dates?

If, after reading this document, you feel that you qualify for this program and wish to apply, please keep the following dates in mind:

- Applications available to the public starting September 30, 2022.
- Applications must be turned in at the Mid-East Commission Office by 5:00 PM on December 31, 2022.
- Selection of units will be made on January 31, 2023.
- All rehabilitation work must be under contract by December 31, 2024
- All rehabilitation work must be completed by June 15, 2025.

How do I request an application?

Contact:

Lisa Williams, Community Development Officer
Mid-East Commission / Beaufort County
1502 N. Market St.
Washington, NC 27889
Phone: (252)402-8609

Or: pick up an application at the Mid-East Commission located at 1502 N. Market Street, Washington, NC 27889.

Is there a procedure for dealing with complaints, disputes, and appeals? Although the application process and rehabilitation guidelines are meant to be as fair as possible, Beaufort County realizes that there is still a chance that some applicants or participants may dispute decisions, work completed or other issues. The following procedures are designed to provide an avenue for resolution of complaints and appeals.

During the application process:

1. If an applicant feels that his/her application was not fairly reviewed or rated and would like to appeal the decision made about it, he/she should contact Anita Radcliff, Finance Officer, within ten days of the initial decision and voice their concern.
2. If the applicant remains dissatisfied with the decision, the detailed complaint should be put into writing. A written appeal must be made within 15 business days of the initial decision on an application.
3. Beaufort County will respond in writing to any complaints or appeals within 15 business days of receiving written comments.

During the rehabilitation process:

1. If the homeowner feels that construction is not being completed according to the contract, he/she must inform the contractor and the Rehabilitation Specialist, preferably in writing.
2. The Rehabilitation Specialist will inspect the work in question. If he finds that the work is not being completed according to the contract, the Rehabilitation Specialist will review the contract with the contractor and ask the contractor to correct the problem.
3. If the Rehabilitation Specialist finds that the work is being completed according to contract, the complaint will be added to the applicant's file. The Rehabilitation Specialist and the homeowner will discuss the concern and the reason for the Rehabilitation Specialist's decision.
4. If problems persist, the homeowner must put the concern in writing and a mediation conference between the homeowner and the contractor may be convened by the Rehabilitation Specialist and facilitated by Beaufort County's Finance Officer.
5. Should the mediation conference fail to resolve the dispute, the Finance Officer will render a written final decision.

Final Appeal:

After following the above procedures, any applicant or homeowner who remains dissatisfied with Beaufort County's final decision may appeal in writing to Michael Handley, NCHFA, PO Box 28066, Raleigh, NC 27611-8066, (919) 877-5627.

Will the personal information provided remain confidential? Yes. All information in applicant files will remain confidential. Access to the information will be provided only to Beaufort County employees who are directly involved in the program, the North Carolina Housing Finance Agency, the US Department of Housing and Urban Development (HUD) and auditors.

What about conflicts of interest? No employee or board member of Beaufort County, or entity contracting with Beaufort County, who exercises any functions or responsibilities with respect to the ESFRLP project shall have any interest, direct or indirect, in any contract or subcontract for work to be performed with project funding, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. Relatives of Beaufort County employees or of Beaufort County board members and others closely identified with Beaufort County, may be approved for rehabilitation assistance only upon public disclosure before the Beaufort County Board of Commissioners and with written permission from NCHFA.

What about favoritism? All activities under ESFRLP, including rating and ranking applications, inviting bids, selecting contractors and resolving complaints, will be conducted in a fair, open and non-discriminatory manner, entirely without regard to race, color, religion, national origin, sex, familial status and disability.

Outreach Efforts of the ESFRLP Program

The County makes citizens aware of the ESFRLP program and other housing rehabilitation opportunities through various service providers and specific outreach efforts. At minimum, the County will advertise or publish an article about the Essential

Single-Family Rehabilitation Loan Pool Program via the following media/venues: the local newspaper serving the County, The Washington Daily News, at senior centers throughout the County, on the local cable news channel, and on the County's website.

Who can I contact about the ESFRLP program? Any questions regarding any part of this application or program should be addressed to:

<u>Anita Radcliff, Financial Officer</u>	<u>Lisa Williams, Community Development</u>
<u>Beaufort County</u>	<u>Mid-East Commission</u>
<u>121 W. Third St.</u>	<u>1502 N. Market St.</u>
<u>Washington, NC 27889</u>	<u>Washington, NC 27889</u>
<u>Phone: (252) 946-0079</u>	<u>Phone (252) 402-8609</u>

This Assistance Policy is adopted this ____ day of _____ 20__

Frankie Waters, Chairman, Beaufort County Board of Commissioners

Attest Katie Mosher, Clerk

Beaufort County
Procurement and Disbursement Policy
For the 2022 Cycle of the
ESSENTIAL SINGLE-FAMILY REHABILITATION LOAN POOL

PROCUREMENT POLICY

1. To the maximum extent practical, Beaufort County, herein after called the County, promotes a fair, open and competitive procurement process as required under the North Carolina Housing Finance Agency's (NCHFA) Essential Single-Family Rehabilitation Loan Pool (ESFRLP). Bids are invited from Contractors who are part of the County's approved contractor registry. Any current contractor listed with and approved by the County and in good standing (ie. no unresolved past performance issues and not listed on the federal or state debarred list) will receive automatic approval status on the Approved Contractor Registry.
2. To be listed in the Approved Contractor Registry, a contractor must complete an application, have their recent work inspected, reviewed, and approved by the County's Rehabilitation Specialist and submit proof of insurance.
3. At least three eligible contractors on the County's Approved Contractor Registry shall be invited to bid on each job and the lowest responsive and responsible bidder shall be selected for the contract. "Responsive and responsible" means (a) the contractor is deemed able to complete the work in a timely fashion, (b) the bid is within 15%, in either direction, of the County's cost estimate, (c) the contractor has not been suspended or debarred and (d) there is no conflict of interest (real or apparent). All contractors working on pre-1978 units must be Renovation, Repair and Painting Rule (RR&P) Certified Renovators working for Certified Renovation firms; only those contractors with both certificates on file will be invited to bid on pre-1978 homes.
4. Although bid packages may be bundled for multiple job sites, the bids for multiple job sites shall be considered separate and apart when awarded and shall be awarded to the lowest responsive and responsible bidder(s) for each job site.
5. Bid packages shall consist of an invitation to bid, work write up(s) and bid sheet(s) for each job, including instructions for distribution and receipt of bids. Contractors will be given no less than seven days in which to inspect the property and prepare bid proposals. Each contractor will need access to all parts of the house in order to prepare a bid. A bid opening will be conducted in the County Manager's Conference Room located at 121 West

Third Street, Washington, NC 27889 at a specified date and time, with all bidders invited to attend.

6. Bids must include a cost-per-item breakdown with line-item totals equaling the submitted bid price. Discrepancies must be reconciled prior to a contract being awarded.
7. The County reserves the right to reject any or all bids at any time during the procurement process.
8. In the event of a true emergency situation, the County reserves the right to waive normal procurement procedures in favor of more expedient methods, which may include seeking telephone quotes, electronic bids and the like. Should such methods ever become necessary the transaction will be fully documented. In the event phone bids are used, the County will call the first three responsive contractors on the approved contractor list who have indicated a desire to be on the telephone call list. The County will track who has been called and responsive, and will rotate through the full list before beginning the rotation again.
9. All sealed bids will be opened publicly at a time and place to be announced in the bid invitation. All bidders are welcome to attend. Within 72 hours of the bid opening, after review of bid breakdowns and construction schedules, the winning bidders will be selected. All bidders and the homeowner will be notified in writing of 1) the selection of the winning bid, 2) the amount of the winning bid, 3) the amount of the County's cost estimate, and 4) the specific reasons for the selection, if other than the lowest bidder was selected.
10. The contractor is responsible for obtaining a building permit for the project before beginning work if supported by the local jurisdiction. The permit must be posted at the house during the entire period of construction. If applicable, the contractor will obtain a permit for lead hazard related activities. County ESFRLP staff or their representative will closely monitor the contractor during the construction period to make sure that the work is being completed according to the work write-up (which is made a part of the rehabilitation contract by reference) and in a timely fashion. Local Code Enforcement Officials will inspect the work for compliance with the NC State Building Code and the local minimum housing code, when applicable. To protect personal property the homeowner will be responsible for working with the contractor toward clearing work areas of personal property as needed as much as practicable. The contractor will be responsible for all clearing and cleaning activities necessary due to construction activities.
11. Any change to the original scope of work must be reduced to writing in the form of a change order to be agreed upon and signed by all parties to the original contract including at minimum, the homeowner, the contractor and

two representatives of the County. The change order must also detail any changes to the original contract price and completion date.

12. No work may begin prior to a contract being awarded and executed and a written order to proceed provided to the contractor. In addition, a pre-construction conference and “walk thru” shall be held at the work site prior to commencement of repair work. At this time, the homeowner, contractor and ESFRLP County program representatives will discuss the details of the work to be completed. Starting and ending dates will be finalized, along with any special arrangements such as weekend or evening work hours and disposition of items to be removed from the home. Within 24 hours of the pre-construction conference, the County will issue a "proceed order" formally instructing the contractor to commence work by the agreed-upon date.
13. The County is an equal opportunity employer, implements non-discriminatory practices in its procurement/disbursement and will make special outreach efforts to include M/WBE (Minority/Women Business Enterprise) businesses within its contractor and subcontractor pool. Contractors will be chosen by the above criteria without regard to race, color, religion, national origin, sex, familial status and/or disability.

DISBURSEMENT POLICY

1. All repair work must be inspected by (a) the County’s Rehabilitation Specialist, (b) the local building or minimum housing code inspector when applicable and (c) the homeowner prior to any payments to contractors. If all work is deemed satisfactory and all other factors and written agreements are in order, payment shall be issued upon presentation of an original invoice from the contractor. Contractor should allow 21 business days for processing of the invoice for payment.
2. The contractor is entitled to request two partial payments and a final payment. The first partial payment may be requested when the work is 50% complete. The second partial payment may be requested when the work is 85% complete. When a payment is requested, the Rehabilitation Specialist will inspect the work within three days, determine percentage of job completion and calculate a payment based on 90% of the total work completed.
3. Following construction, the contractor and the Rehabilitation Specialist will meet with the Homeowner in a post-construction conference. At this conference the contractor will hand over all owner's manuals and warranties on equipment and products to the homeowner and be available to answer homeowner questions.

4. Project Closeout: When the contractor declares the work complete, the Rehabilitation Specialist will thoroughly inspect the work. If any of the work is deemed unsatisfactory, it must be corrected prior to authorization of final payment. If the contractor fails to correct the work to the satisfaction of the County's Rehabilitation Specialist, payment may be withheld until the work is deemed satisfactory. (Contractors may follow the County's Essential Single-Family Rehabilitation Loan Pool Assistance Policy if a dispute occurs; however, contractors shall abide by the final decision as stated in the policy). The Homeowner, Project Administrator and Rehabilitation Specialist will sign off on the work. After receipt of the contractor's final invoice, inspections, certificate of completion and lien releases, the final payment will be ordered. All material and workmanship will be guaranteed by the contractor for a period of one-year, using the date the Rehabilitation Specialist declares all work complete and approves the final invoice for payment, the homeowner will be provided the one-year warranty date in writing.
5. The County assures, through this policy, that adequate funds shall be available to pay the contractor for satisfactory work.
6. All contractors, sub-contractors and suppliers must sign a lien waiver prior to disbursement of funds.

The Procurement and Disbursement Policies are adopted this the _____ day
of _____ 20____.

Beaufort County, NC

BY:

Frankie Waters, Chairman, Beaufort County Board of Commissioners

ATTEST:

Katie Mosher, Clerk

CONTRACTORS STATEMENT:

I have read and understand the attached Beaufort County Procurement and
Disbursement Policy.

BY:

COMPANY

NAME:

WITNESS:

NORTH CAROLINA HOUSING FINANCE AGENCY

**ESSENTIAL SINGLE-FAMILY
REHABILITATION LOAN POOL
(ESFRLP22)**

FUNDING and WRITTEN AGREEMENT for SUBRECIPIENTS

Member: Beaufort County

Funding Agreement Number: 2201

Service Area: Beaufort

[This page has been left blank intentionally]

**NORTH CAROLINA HOUSING FINANCE AGENCY
2022 ESSENTIAL SINGLE-FAMILY REHABILITATION LOAN POOL
(ESFRLP22)**

FUNDING AGREEMENT

This is a subaward of a federal grant.

This Agreement is entered into this the 1st of July 2022 by and between the North Carolina Housing Finance Agency ("Agency") and Beaufort County ("Subrecipient" or "Member") for the performance of the services listed below. The Agency and the Subrecipient are sometimes referred to as the "Parties".

This Agreement is funded by a federal grant from the HOME Investment Partnerships Program from the U.S. Department of Housing and Urban Development to the North Carolina Housing Finance Agency ("Federal Award"). Funds awarded under this Agreement are federal funds and must be used for the purposes for which they are intended. For the purposes of this Agreement the Agency is considered a "Pass Through Entity" as defined in 2 CFR Part 200. This Agreement is subject to the requirements in 2 CFR Part 200 and Subrecipient is required to comply with those sections specifically related to subawards to subrecipients therein.

Part I. Federal Award Identification:

Federal Award Identification: HOME Investment Partnerships Agreement	Subrecipient Name (UEI registered name in SAM): Beaufort County	Subrecipient's UEI number: Q14JUM5NZQ43
Federal Award Identification Number (FAIN): M19-SG370100	Federal Award Date (Date signed by Federal awarding Agency Official): August 27, 2019	Subaward Period of Performance: Start Date: July 1, 2022 End Date: June 30, 2025
Amount of Federal Funds Obligated by this Action: \$162,000	Total Amount of Federal Funds Obligated to the Subrecipient: \$162,000	Total Amount of Federal Award to Agency: \$162,000
Federal Award Project Description (as required by FFATA): HOME Investment CPD	Name of Federal Awarding Agency: U.S. Department of Housing and Urban Development	Pass Through Entity: North Carolina Housing Finance Agency (referred to as "Agency" or "PTE")
Contact Information for Awarding Official: Michael Handley, Manager of Home Ownership Rehabilitation and Compliance NCHFA 3508 Bush Street Raleigh, NC 27609 Phone: (919) 877-5627	CFDA Number and Name: 14.239 HOME Investment Partnerships Program	Is Award R&D: No
Subrecipient Indirect Cost Rate: Not to exceed 10% of the final hard and soft costs or \$4,000 per unit, whichever is less	Audit Verified: Yes	Subrecipient's Cumulative Federal Awards >\$750,000: Yes

Part II. Agreement Documents.

This Agreement includes the following, all of which are identified by name as follows:

1. This Agreement;
2. Certifications and Assurances (Attachment 1); and,
3. ESFRLP Program Guidelines (Attachment 2).

These attachments are incorporated herein by reference, constitute the entire agreement between the Parties, and supersede all prior oral or written statements or agreements and are hereinafter referred to as the "Agreement Documents".

Part III. Definitions

1. **Agency.** The North Carolina State Housing Finance Agency, an instrumentality and public agency of the State of North Carolina.
2. **Agreement.** Refers to this Subaward Agreement and all attachments.
3. **Application.** The application submitted by the Subrecipient for Program funds.
4. **De-obligate or De-obligation of Funds.** Refers to the Agency's right to rescind its obligation to disburse funds awarded to Subrecipient based on a variety of factors, including but not limited to under performance, non-compliance, end of subaward period, breach of this Agreement, violation of state, federal, and/or local law, fraudulent or willful misconduct, or change in eligibility status.
5. **ESFRLP.** The Agency's Essential Single-Family Rehabilitation Loan Pool Program.
6. **ESFRLP Administrative Funds.** A portion of the Agency's HOME Administration Funds, as defined in 24 C.F.R. Part 92, that may be used for Recipient's necessary and documented administrative costs, as described in the Program Guidelines, Section 2.2.4.
7. **ESFRLP Funds or ESFRLP Pool.** The HOME funds awarded to Subrecipient under this Agreement.
8. **ESFRLP Program Guidelines.** The Agency's program guidelines for administering the Program applicable to the 2022 cycle which Member must adhere to in order to received funds under this Agreement (the "ESFRLP Administrator's Manual (Program Guidelines)", "Program Guidelines" or "PG"), and can be found online at www.nchfa.com.
9. **Federal Award.** Federal Award is the award identified in Section 1 of this Agreement.
10. **Funds.** The funds awarded to the Member under this Agreement
11. **HOME.** The HOME Investment Partnerships Program found at 24 C.F.R. Part 92.

12. **HUD.** The United States Department of Housing and Urban Development.
13. **Member.** The organization identified in Section 1 of this Agreement to which the Agency is making a subaward, and which is accountable to the Agency for the use of the funds provided.
14. **Program.** The Agency's Essential Single-Family Rehabilitation Loan Pool Program.
15. **Recapture.** Recapture means when the Agency takes back money awarded under this Agreement and already disbursed to Subrecipient based on such factors as, but not limited to, underperformance, non-compliance, end of subaward period, and/or fraud.
16. **Services.** The eligible activities described in this Agreement.
17. **Subaward.** Subaward means the funds awarded to the Subrecipient under this Agreement. The Subaward consists solely of federal funds.
18. **Subrecipient.** Subrecipient the organization identified in Section 1 of this Agreement to which the Agency is making a subaward, and which is accountable to the Agency for the use of the funds provided.
19. **Supercircular.** Supercircular means 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Also referred to as Uniform Guidance.

Part IV. Purpose

The Agency has received a grant of federal HOME funds from HUD which the Agency uses, in part, to fund its Single-Family Rehabilitation Loan Pool Program. The ESFRLP provides an interest free, deferred-forgiven loan to Program-eligible homeowners to pay for certain rehabilitation costs of a homeowner's house. The Agency provides subawards to local organizations to utilize them in assisting in the administration of the ESFRLP. The Agency has advertised the availability of funding under the ESFRLP and the application of the Member was received, evaluated, and approved by the Agency. The Agency and the Member now wish to enter into this Agreement to provide a subaward to Member under the ESFRLP.

Part V. SubAward

The Agency hereby awards a Subaward, as described above, to Subrecipient subject to the provisions of this Agreement and any attachments hereto. The Agency shall pay the Subrecipient in the manner and in the amounts specified in the Agreement Documents. The total amount paid by the Agency to the Subrecipient under this Agreement will not exceed \$162,000 and consists entirely of federal funds. Although the Agency has approved a set-aside for a specific amount to the Member, the Member also has the opportunity to modify their award and access additional funds from the ESFRLP pool (depending upon fund availability) once they have met the threshold requirements outlined in ESFRLP Program Guidelines 3.2.2.

Part VI. Subrecipient Duties (Scope of Work)

The Subrecipient will provide the services as described in this Agreement in accordance with the terms and conditions of the Agreement Documents. The Subrecipient will be responsible for all activities and responsibilities as defined by the ESFRLP Program Guidelines.

Part VII. Time of Performance

- (a) The Member shall begin performance of this Agreement on the 1st day of July 2022 and shall complete performance no later than June 30, 2025.
- (b) The Agency has approved a set-aside of up to \$162,000 of ESFRLP funds for the Member. The Member may reserve funds from this set-aside on a unit-by-unit basis in accordance with Program Guidelines (PG) 3.2.2 & 3.2.3, until June 30, 2023. Any funds from this set-aside not reserved by that date shall be de-obligated and remain in the ESFRLP pool for reallocation to those Members seeking funding for additional units.
- (c) Funds for additional units may be reserved from the ESFRLP pool, depending on availability, on a unit-by-unit, first come, first served basis in accordance with PG 3.2 up until December 31, 2024. Any funds, not committed under contract (pursuant to Section 3.12 of the Program Guidelines) to a unit as of December 31, 2024, must be withdrawn from deposit and returned to the Agency; or, de-obligated from the Member's IDIS master account. All units must be completed and closed out by June 30, 2025.
- (d) De-obligation of Funds. Upon expiration of the agreement on June 30, 2025, the Member must transfer to the Agency any HOME funds not under contract for a specific unit and any accounts receivable attributable to the use of HOME funds.

Part VIII. Program Funding; Management of Funds

Section 1: Subaward

The Agency has made a Subaward to the Member in the amount identified in Part V of this Agreement.

Section 2: Use of Funds

- (a) ESFRLP funds shall be used to provide assistance to low-income homeowners for: the repair and rehabilitation of their principle residence; the installation of energy-efficiency measures to decrease energy use in the unit; temporary relocation of households to standard housing, at reasonable cost, if in accordance with an Agency-approved written relocation policy; and lead-based paint evaluation and remediation. ESFRLP funds shall pay for eligible hard and soft costs associated with housing rehabilitation of single-family owner-occupied dwelling units; making the units safe, decent and sanitary. ESFRLP assistance shall be in the form of a loan to the homeowner, which covers the eligible hard costs associated with the rehabilitation of the unit. ESFRLP assistance used to pay eligible soft costs associated with the rehabilitation of the unit shall be in the form of a grant to the homeowner. In order to ensure each Member is conveying certain HOME Program requirements to the eligible homeowners, the Member must use the Agency-provided loan documents listed in the ESFRLP Program Guidelines. Failure to do so shall constitute a material breach of this Agreement.
- (b) The Member must identify eligible units in accordance with the ESFRLP Program Guidelines. The budget for each unit assisted can be found on the Settlement Data Sheet which is referenced at PG

2.3.2 and is a part of the ESFRLP Partner Portal.

- (c) The Member must repay the Agency for any costs deemed ineligible by the Agency in the Agency's sole discretion. The Member must also repay the Agency for any expended funds for units that do not meet the ownership and property requirements as stated in PG 4.1.3 & 4.1.4 (24CFR92.254(b)), "Qualification as affordable housing; homeownership". Any funds repaid to the Agency shall be subject to imputed interest.
- (d) ESFRLP Administrative Funds are limited to ten percent (10%) of the total amount of Program funds allocated to rehabilitation hard costs plus soft costs on each completed rehabilitated housing unit, up to a maximum of \$4,000, as stated in PG 2.2.4.3. For example, if thirty-five thousand dollars (\$35,000) in programs funds is used for a unit's rehabilitation hard costs and six thousand dollars (\$6,000) of Program funds are used for necessary and verifiable soft costs, then up to \$4,000 may be used for administrative project costs. These administrative funds may be used for necessary and documented administrative costs, which include:
 - i) general management, oversight and coordination;
 - ii) travel and mileage expenses;
 - iii) project monitoring;
 - iv) indirect costs, overhead costs related to administration of ESFRLP activities; and,
 - v) project related outreach and intake, advertising and public information.

Section 3: Disbursement of Funding

- (a) The Member cannot request disbursement of ESFRLP funds until funds are needed for actual payment of eligible costs as defined in the ESFRLP Program Guidelines (PG 2.2.4). The amount of the request must be limited to the actual amount needed. Any interest earned on ESFRLP funds held by the Member must be spent prior to using any other ESFRLP funds.
- (b) ESFRLP Administrative Funds for each completed unit will be held by NCHFA until all required documentation specific to, and necessary for, close out of the unit, has been accurately completed and received by NCHFA.
- (c) ESFRLP funds and ESFRLP Administrative Funds will be disbursed to the Member through electronic payments from the Agency and in accordance with PG 3.2.
- (d) The Member is eligible to request Program funds from the Agency only after the Agency has received this executed Agreement and a completed *Signatory Form and Certification* card ("Signatory card").
- (e) The Member must complete all work under this Agreement and disburse all ESFRLP funds in accordance with the Program Guidelines, specifically Sections 3.3 and 3.4.

Section 4: Deposit of Funds

- (a) The Member shall establish a master account in an FDIC-insured banking institution to hold all Program funds. All interest earned on ESFRLP funds shall be utilized in accordance with this Agreement.
- (b) All Program funds must be expended for eligible costs within twelve days of receipt. Any interest earned within the twelve-day period shall be retained as Program funds. Any interest earned on

Program funds not expended for eligible costs within twelve days must be returned to the Agency.

- (c) The Agency reserves the right to require that all deposits made in the master account be available for withdrawal by the Member and the Agency. If the Agency chooses to exercise this option, an agreement for custodial accounts will be provided by the Agency.

Section 5: Establishment and Maintenance of Accounting Records

- (a) The Member agrees to establish an account in its own general ledger for funds received under this Agreement, and ESFRLP funds, including interest earned, shall be accounted for separately from all other monies.
- (b) The Member's financial management system shall provide for:
 - (1) Accurate, current and complete disclosure of the financial results of the Program in accordance with the reporting requirements.
 - (2) Records that identify adequately the source and application of funds for activities supported by the Program.
 - (3) Effective control over and accountability for all funds received under this Agreement.
 - (4) Comparison of actual outlays with budgeted amounts for the Program.
 - (5) Accounting records that are supported by source documentation.
 - (6) Systematic methods to assure timely and appropriate resolution of audit findings and recommendations.
- (c) The Member agrees that its records, as they relate to this agreement, shall be accessible to HUD and the Agency and their respective agents or representatives, including the North Carolina State Auditor's Office in accordance with N.C.G.S. §147.64.7(4).

Section 6: Procurement Procedures

The Member will have written procurement procedures that reflect the procurement standards found at 2 C.F.R. §200.318- §200.326. The Member will use written contracts with all firms providing services for rehabilitation work or professional services under the Program.

Section 7: Recapture of Funds.

The Agency reserves the right to recapture the Subaward from the Subrecipient. Events of recapture include, but are not limited to, Subrecipient's failure to comply with the terms and conditions of this Agreement and the Agreement Documents or if the Agency deems, in its sole discretion, that Subaward funds were misused or misapplied by the Subrecipient.

PART IX. Program Management

Section 1: Program Guidelines

The terms of the Agreement are subject, in all respects, to the ESFRLP Program Guidelines, and all defined terms used in this Agreement shall have the same meanings as used in the ESFRLP22 Program Guidelines.

The Agency shall have the right from time to time, in its sole discretion, to amend all or any portion of the Program Guidelines for the purpose of providing for any and all modifications, updates, changes, amendments or supplements to applicable laws, regulations or Program changes. The Agency shall give the Member notice of such amendment not less than 30 days before the effective date of such amendment

unless the Agency is obligated by law or regulation to implement such amendment in a shorter time period.

In the event the Program Guidelines are revised, the Agency will forward such revisions to the Member and, thereby, make them a part of this Agreement. Failure of the Member to comply with the terms and conditions of the ESFRLP Program Guidelines, as supplemented or amended shall be an event of default by the Member under this Agreement.

Section 2: Program Documents

Members must use loans to finance eligible repairs for participants. Each ESFRLP loan shall be evidenced by a promissory note. In order to secure the note, the Member shall require the execution and recordation of a lien (i.e. Deed of Trust) against a property being improved. The Agency shall provide prepared-standard deeds of trust and promissory notes and other ancillary loan documents to the Member. The Member is required to facilitate the loan closing, record the Deeds of Trust and submit the documents to the Agency in accordance with PG 4.5 & 4.6.

Additionally, Members must use grants to fund the soft costs (work write-ups, cost estimates, lead-based paint inspections, energy audits, pre-rehab unit inspections, etc.) associated with housing rehabilitation. The Member is responsible for facilitating the execution of the Agency-prepared Grant Agreement.

Section 3: Member Responsibility

- (a) Members are responsible for Project Financial Administration as outlined in Section 3 of the ESFRLP Program Guidelines and for compliance with the Loan Processing Requirements in Section 4 of the ESFRLP Program Guidelines. The Agency expects the Member to be active in the management and monitoring of the activity funded with the ESFRLP funds including ensuring Program eligibility of homeowners, facilitating loan closings, and inspecting work performed and training and supervising its staff adequately. The Agency has received and reviewed information that describes the Member's operating plan for staffing and administering its Project. The Agency has relied on the information provided by the Member in the Member's original ESFRLP Application for Funding in making its decision to approve the grant and execute this Agreement. The Member must notify the Agency about any material changes in its operating plan, any events that may have a significant impact on the Project, or any other changes to information provided in the Members original ESFRLP Application for Funding.
- (b) The Member shall execute a Written Agreement (the "Homeowner Written Agreement") with each Homeowner to be assisted, prior to disbursing any funds for the unit. The Written Agreement is provided by the Agency and complies with 24 CFR 92.504(5) (ii). The Agency will enforce the terms of the Written Agreement through a deed of trust recorded against the property using any legal remedy available, including possible foreclosure of the project, and/or any other remedy specified for breach in the loan documents.
- (c) If the Member is monitored by the Agency or an authorized representative and if a lack of proper financial or project controls is observed, the Agency reserves the right to consider this agreement breached and may hold disbursement requests from the Member until such issues are resolved.

Section 4: Right to Inspect

The Agency, HUD and the Comptroller General of the United States, or their authorized representatives or agent, shall have the right to inspect the housing rehabilitation work performed with ESFRLP funds

provided under this Agreement for the purpose of determining if work is being carried out in accordance with the ESFRLP Program Guidelines and the HOME regulations. All dwelling units rehabilitated under ESFRLP must meet the Essential Rehabilitation Criteria in accordance with PG 2.6.

Part X. Reporting and Audit Requirements

Section 1: State Requirements.

- (a) If the Member is a non-profit organization or otherwise meets the definition of a “Subgrantee” in N.C.G.S. §143C-6-23(a)(4) then it is subject to the State reporting requirements mandated by N.C.G.S. § 143C-6-23, as may be amended from time to time. Therefore, the Member is required to file annual electronic reports with the Agency. A “Subgrantee” that receives, uses, or expends State funds and in the amount greater than five hundred thousand dollars (\$500,000) within its fiscal year (from any source) must have an audit in accordance with 09 NCAC 03M .0205. The amounts and requirements listed in the statute may change from time to time and it is the Member’s responsibility to periodically check the statutes for any amendments or changes thereto.
- (b) If the Member is a unit of local government then it must comply with N.C.G.S. § 159-34, as may be amended from time to time, as referenced in the ESFRLP Program Guidelines, Section 3.8 *Financial Audit Requirements*.

Section 2: Audit

The Subaward is funded with federal funds and as such any requirements applicable to recipients of federal funds will be required of Subrecipient.

- (a) Subrecipient must permit the Agency’s auditors to have access to the Subrecipient’s records and financial statements as necessary, in the discretion of the Agency, to meet the requirements of 2 CFR §200.300 Statutory and national policy requirements through 200.309 Period of performance, and 2 CFR 200 Subpart F – Audit Requirements.
- (b) The Subrecipient will comply with 2 CFR 200 Subpart F – Audit Requirements, as may be amended from time to time, which states, in part:
 - i) A Subrecipient that expends \$750,000 or more in federal awards during its fiscal year from any source, including federal funds passed through the State or other grantors, must obtain a single audit or program-specific audit conducted for that year in accordance with 2 CFR 200 Subpart F- Audit Requirements. (§200.501 (a))
 - ii) A Subrecipient that expends \$750,000 or more during its fiscal year in Federal awards must have a single audit conducted in accordance with 2 CFR 200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section. (2 CFR §200.501 (b))
 - iii) An auditee that expends Federal awards under only one Federal program (excluding R&D) and the Federal program’s statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with 2 CFR §200.507 Program-

- specific audits. (2 CFR §200.501(c))
- iv) A Subrecipient that expends less than \$750,000 during its fiscal year in Federal awards is exempt from Federal Audit requirements for that year, except as noted in 2 CFR §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal Agency, Pass Through Entity, and Government Accountability Office. (2 CFR 200.501(d)).
 - v) The Subrecipient is required to submit the audit to the Agency within nine months of the end of its fiscal year.

Section 3: Reports

- (a) The Member shall submit to the Agency Unit Completion Reports in accordance with PG 3.10.2
- (b) The Member shall submit a Certification of Completion and Final Cost form to the Agency not later than June 30, 2025.
- (c) The final certification shall contain a summary of the use of funds provided under this Agreement.
- (d) The Member shall submit to the Agency such revisions and updates of reports as may be necessary as a result of project audits or reporting errors.
- (e) All reports and audit confirmations shall be sent to:
North Carolina Housing Finance Agency
Attention: Mark Lindquist, Senior Program Compliance Coordinator
PO Box 28066
Raleigh, NC 27611-8066
or
Email Address: mwllindquist@nchfa.com

Section 4: Close Out:

- (a) The Member must initiate close-out procedures when the Date of Completion identified in the Funding Agreement is reached.
- (b) No new rehabilitation contracts obligating any ESFRLP funds may be executed after the Date of Completion. Contracts executed prior to the Date of Completion may be amended after that date by no more than ten percent (10%) of the original contract amount in order to accommodate necessary changes to the scope of work.
- (c) Members will be required to submit the Certification of Completion and Final Cost form (CCFC) to the Agency no later than 6 months following the Date of Completion. The Member will also be required to submit revisions and updates of the Certification that may be necessary as a result of audits or reporting errors.
- (d) All ESFRLP funds not disbursed for eligible costs associated with rehabilitation contracts executed prior to the Date of Completion, including all net Program income/interest earned, must be remitted to the Agency with the CCFC.
- (e) Members are required to submit a minimum of one (1) human interest story, with photographic documentation of before and after rehabilitation, focusing on one of the households assisted under

ESFRLP.

- (f) ESFRLP Administrative Funds for each completed unit will be held by NCHFA until all required documentation specific to, and necessary for, close out of the unit, has been accurately completed and received by NCHFA.

PART XI: Representations, Warranties and Covenants

The Member hereby warrants, represents and covenants that:

- (a) It is a unit of local government that reports to the Local Government Commission or it is a non-profit entity duly organized and in good standing in the State of North Carolina.
- (b) All Subaward funds must be used for purposes and activities described in this Agreement.
- (c) Housing assisted with HOME funds is subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 – 4856), and the implementing regulations at 24CFR35, subparts A,B,J,K,M and R.
- (d) If the Member is a governmental body, it will comply with OMB Circular A-87 as amended or superseded by 2 C.F.R. 200, related to certain principles and standards for determining costs for Federal awards carried out through grants, cost reimbursement contracts and other agreements with State and local governments.
- (e) It will comply with the sections regarding financial management and procurement standards for the HOME program found at 24 C.F.R. §§ 85.6, 85.12, 85.20, 85.22, 85.26, 85.32-85.34, 85.36, 85.44, 85.51 and 85.52, as may be amended from time to time. If the Member is a not-for-profit organization it will comply with OMB Circular A-122, as amended or superseded by 2 C.F.R. 200, which established principles for determining costs of grants, contracts and other agreements with non-profit organizations as well as the following sections regarding standards for financial management and procurement standards: 24 C.F.R. §§84: 84.2, 84.5, 84.13 - 84.16, 84.21, 84.22, 84.26 - 84.28, 84.30, 84.31, 84.34 – 84.37, 84.40 – 84.48, 84.51, 84.60 – 84.62, 84.72 and 84.73.
- (f) The Member must comply with 24 C.F.R. §92.351 with regards to actions taken to assure MBE/WBE are utilized when possible in the procurement of goods and services.
- (g) The Member must maintain sufficient records of affirmative marketing and MBE/WBE activity in accordance with 24 C.F.R. §2.508 (7) (ii).
- (h) Debarred, suspended or ineligible contractors and/or participants cannot be involved in the activities of the Member for which funds are provided under this agreement.
- (i) The Member will make a good-faith effort to, on a continuing basis, maintain a drug-free workplace per the requirements of 24 C.F.R. §21 (B).
- (j) The Member and its activities must comply with all of the following Federal laws, executive orders and regulations pertaining to fair housing and equal opportunity. They are: Title VI of the Civil Rights Act of 1964, As Amended (42 U.S.C. 2000d et seq.), found in 24CFR Part 1; The Fair Housing Act (42 U.S.C. 3601-3620), found in 24CFR Part 100-115; Equal Opportunity in Housing (Executive Order 11063, as amended by Executive Order 12259), found in 24CFR Part 107; Age Discrimination Act of 1975, As Amended (42 U.S.C. 6101), found in 24CFR Part 146. The Member must describe the actions it will take in the areas of enforcement, education, and removal of barriers and impediments to affirmatively further fair housing according to applicable state and federal law. The Member certifies that it will affirmatively further fair housing, including the following: conducting an analysis to identify the effects of any impediments identified through that analysis and maintaining

records reflecting the analysis and actions in this regard.

- (k) In order to assure that each Member is conveying certain HOME Program requirements to the eligible homeowners, the Member must comply with the following Program Guidelines: PG 4.1.4.2 (Homeownership Affordability). PG 2.6.1 Property Standards; and Section 15(a) of this Agreement.
- (l) It will provide a written statement completed by the Member's board of directors or other governing body stating that the Subrecipient does not have any overdue tax debts, as defined by N.C.G.S. §105-243.1, at the federal, State or local level. The written statement shall be made under oath and returned to the Agency in order for program disbursements to be made (Certification example included in Attachment 1, unless already submitted and approved).
- (m) It will sign and provide the Certification and Assurances document attached here to as Attachment 2.
- (n) It will comply with N.C. E-Verify which means the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law. If Subrecipient employs 25 or more employees in the State of North Carolina, then Subrecipient must comply with the provisions of N.C. Gen. Stat. §64-26 including verifying the work authorization of its employees through E-Verify and retaining the records of verification for a period of at least one year. All subcontractors engaged by or to be engaged by Subrecipient have or will have likewise complied with the provisions of N.C. Gen. Stat. §64-26.
- (o) None of the funds provided under this Agreement shall be used in the performance of this Agreement for any partisan political activity (24 C.F.R. §91.225), or to further the election or defeat of any candidate for public office per the requirement of 24 C.F.R. §87.
- (p) There will be no religious activities conducted in connection with the performance of this Agreement or the use of ESFRLP funds.
- (q) The Member will not discriminate against any person employed in the performance of this Agreement, or against any applicant for assistance under this Agreement because of race, sex, age, creed, color, physical handicap or national origin. The Member will ensure that applicants for ESFRLP assistance are processed, and that employees are treated during employment, without regard to race, sex, age, creed, color, physical handicap or national origin.
- (r) No employee, officer or agent of the Member shall participate in the selection, or in the award or administration of a contract funded by this Agreement if a conflict of interest, real or apparent, would be involved.
- (s) Before ESFRLP funds may be disbursed, any Member that is a non-profit organization must be in compliance with General Statute 143C-6-23(b). This statute requires that the Member submit to the Agency a notarized copy of the Member's policy addressing conflicts of interest that may arise involving any Member's management staff, board of directors or other governing body. The policy shall address situations where any of these individuals may directly or indirectly benefit, except in their official capacity, from the disbursement of State funds, and shall include actions to be taken to avoid conflicts of interest or the appearance of impropriety.
- (t) Before ESFRLP funds are disbursed, any entity of local government will adopt, by resolution of its board of directors, or other governing body, a notarized copy of the Member's Conflict of Interest Policy. The policy must address situations that may arise involving any Member's employees, management staff, board of directors, or other government body, where any of these individuals may directly or indirectly benefit, except in their official capacity, from the disbursement of Subaward funds, and shall include actions to be taken to avoid conflicts of interest or the appearance of impropriety.

- (u) No person providing consulting services in an employer-employee type relationship shall receive more than reasonable compensation for personal services paid with ESFRLP funds. In no event, however, shall such compensation exceed the limits in effect under the provisions of any applicable statute. Such services shall be evidenced by written agreements between the parties which detail the responsibilities, standards and compensation.
- (v) The Member is prohibited from charging servicing, origination, processing, inspection, or other fees for administering the ESFRLP, HOME-funded program, except as permitted by §92.214(b)(1).

Part XII. Termination

Should Member breach or fail to comply with any or part of the provisions or terms of this Agreement, continue as a going concern, become insolvent, defunct, or commence bankruptcy proceedings, or should any employee, agent, director officer or senior manager of Subrecipient engage in fraud, misconduct or negligence or misappropriate any Funds, the Agency may terminate this Agreement, and all of its obligations hereunder, immediately upon written notice, and the remaining Program Funds shall revert immediately to the Agency. This applies to all terms and conditions of the Agreement at the time the Agreement is signed and at any subsequent point if the status of the Subrecipient changes, including but not limited to, the provisions that Subrecipients receiving these Funds shall not have been indicted or employ those that have been indicted for a violation under Federal Law relating to an election for Federal office.

- A. The Subrecipient hereby agrees to remain fully informed of all laws and regulations that apply to the Subrecipient, and will give the Agency prompt notice of any action or event that may be cause for suspension or termination of this Agreement and recapture Funds and/or rescind its obligation to awarded Funds to Subrecipient in the event of Subrecipient's non-compliance with the terms and conditions of the grant, as outlined in the Agreement and the Agreement Documents.
- B. The Agency may terminate, in its sole discretion, this Agreement and all of its obligations hereunder immediately upon written notice to Subrecipient, and recapture Program Funds from Subrecipient and/or rescind its obligation to disburse Funds to Subrecipient in the event Subrecipient is not in compliance with the terms and conditions of this Agreement.
- C. Either the Member or the Agency may terminate this Agreement at any time for any reason by providing 30 days prior written notice to the other party. In the event of said termination by the Member, the Agency will require the return of any disbursed, but unused funds and may require completion of any current units being rehabilitated at the time of the notice.
- D. Upon termination of this Agreement all of the Subrecipients work product, including files pertaining to this Agreement, shall become the property of the Agency if requested.
- E. In the event of termination, the Member shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of the Agreement by the Member. The Agency may withhold any reimbursement to the Member for the purpose of a set-off until such time as the exact amount of damages due the Agency from the Member is determined.
- F. In the event of a termination of this Agreement, Subrecipient must continue to comply with record

retention requirements and provisions regarding confidentiality and indemnification.

Part XIII. Default, Remedy, Suspension and Termination of Subaward

A. Each of the following may be deemed an Event of Default under this Agreement:

1. Any material failure by Subrecipient to comply with the terms and conditions of this Agreement whether stated in this Agreement, a federal statute or regulation, North Carolina statute or regulation, the Agreement Documents or any warranty or assurance by Subrecipient.
2. Subrecipient fails to expend Funds in accordance with Program requirements.
3. Subrecipient fails to return Funds, subject to recapture, to the Agency within the requested time frame.
4. Subrecipient becomes the subject of a federal, state, or local investigation related to the use of federal or state funds.
5. Subrecipient fails to continue as a going concern; becomes insolvent, defunct, or commences bankruptcy proceedings; or should any director, officer, or senior manager of Subrecipient engage in fraud, willful misconduct, and gross negligence or misappropriate any Funds.
6. Subrecipient's acts or omissions, in the sole determination of the Agency, may cause significant reputational harm to the Agency or the Program.
7. Any Subrecipient misrepresentation in its application or supporting material which, if known by the Agency, would have resulted in the Subaward not being made.

B. Discovery of Events

The Agency may become aware of Events of Default in any number of ways, including but not limited to:

1. Third party compliance reviews;
2. Random file reviews;
3. Reports of noncompliance by third parties such as media, government agencies, Subrecipient's clients, and/or whistle blowers; or
4. Reviews of audited financial statements and other Uniform Guidance audits.

C. Notice of Events of Default. If the Agency becomes aware of an Event or Events of Default, the Agency will give Subrecipient written notice of the occurrence and a reasonable opportunity to respond to notification or take corrective action as appropriate, if, in the discretion of the Agency the default is capable of being cured. The Agency reserves the right to send notification to Subrecipient's Board of Directors, the State of North Carolina and HUD.

D. Failure to Remedy an Event of Default. In the event of default or non-compliance with this Agreement, the Agency may exercise the remedies for noncompliance in accordance with 2 CFR 200.338 (a-f). If Subrecipient is unable to cure the Event of Default to the satisfaction of the Agency, then the Agency may

1. Recover misspent or unspent Funds;
2. De-obligate awarded but undisbursed Funds;

3. Terminate the Agreement for cause. Upon termination of the Agreement, all unspent Funds (as determined by the Agency) shall revert immediately to the Agency, in either the form of recapture or de-obligation;
4. Use information learned in the process of consideration of future funding actions;
5. Recapture Funds; or
6. Take other legally available remedies.

Part XIV. General Terms and Conditions

Section 1: Publicity

The Member may publicize its participation in the Program and the conduct of activities under this Agreement without prior review by the Agency, provided that all communications contain the following language: *"This program was sponsored by Beaufort County, with funds provided by the N.C. Housing Finance Agency."* Copies of publications or news releases shall be furnished to the Agency.

Section 2: Records Retention Policies

1. The Subrecipient shall establish and comply with a records retention policy. This policy shall be made available to the Agency at its request.
2. Financial records, supporting documentation, statistical records, and all records pertinent to the subaward shall be retained for a period of five (5) years from the date of the project close out letter (PG 3.6.1). The only exceptions are as follows:
 - a. If any litigation, claim or audit is started before expiration of the five (5) year period, the records shall be retained until the litigation, claims or audit findings involving the records have been resolved and final action taken.
 - b. Records for real property and equipment acquired with grant Funds shall be retained for three (3) years after final disposition.
 - c. When the Subrecipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or the Agency to extend the retention period.
 - d. If Subrecipient must report program income after the period of performance then it must comply with 2 C.F.R. §200.333(e).
 - e. Subrecipient will comply with 2 C.F.R. §200.333 (f) as it relates to retention of records for indirect cost rate proposals and cost allocations plans. Under this section the following types of documents and their supporting records shall be retained: indirect cost rate computations or proposals, cost allocation plans, and any similarly accounting computations of the rate at which a particular group of costs is chargeable: 1) if submitted for negotiation see 2 CFR §200.333(f)(1); if not submitted for negotiation see 2 CFR §200.333(f)(2).

3. Notwithstanding the foregoing retention policy, or any other provision of this Agreement, the Agency, the Federal Awarding Agency, and their authorized representatives, agents' and third-party contractors' will have access and a right to inspect Subrecipient's site, documents, records and personnel access for evaluation purposes for as long as records are retained.

Section 3: Confidentiality

The Member must maintain the confidentiality and security of records in compliance with the North Carolina Identity Theft Protection Act, the Gramm-Leach-Bliley Act and other federal and state privacy laws ("Applicable Laws"). The Applicable Laws pertain to the security and privacy of personal and financial information along with identifying information such as social security numbers. The Member is responsible for compliance with the Applicable Laws. In the course of providing services hereunder, the Member may have access to an individual's confidential information. Confidential Information includes, but is not limited to, names, personal addresses, credit reports, social security numbers and other personal identifying information. Confidential Information shall be used by the Member only in conjunction with the provision of services hereunder and shall not be disclosed to any third party. The Member agrees to hold harmless and indemnify the Agency for any cost, legal actions, or disputes of any nature whatsoever incurred if the Member violates this provision or any Applicable Law. The Member shall keep all Confidential Information secure, including without limitation, implementing physical security measures and operating procedures.

Section 4: Mandatory Disclosures

The Member must disclose to the Agency, in a timely manner, in writing, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Subaward of the Federal Award. Failure to make required disclosures can result in any of the remedies for noncompliance listed in 2 C.F.R. §200.338 including suspension or debarment (See also 2 C.F.R. part 180).

Section 5: Laws and Regulations

The Member agrees to remain fully informed of all laws and regulations that apply to the Subrecipient, and will give Agency prompt notice of any action or event that may be cause for suspension or termination of this Agreement. Failure to provide such notice will constitute a breach of this Agreement. Any and all information regarding this Subaward should be forwarded to your auditors when organizing your annual audit.

Section 6: Notices

All legal notices, reports, requests, demands and other communications under this Agreement shall be in writing and referred to each party's point of contact as listed below. All such notices under this Agreement sent to the other party shall be considered received: (a) when personally delivered; (b) when delivered by commercial overnight courier with verification receipt; or (c) three (3) days after having been sent, postage prepaid, via certified mail, return receipt requested.

To the Agency:	North Carolina Housing Finance Agency Attn: Michael Handley, Manager of Home Ownership Rehabilitation and Compliance PO Box 28066 Raleigh, NC 27611-8066
----------------	---

To the Subrecipient: Beaufort County
Attn: Brian Alligood, County Manager
121 West 3rd Street
Washington, NC 27889

Section 7: Agreement Changes

Any proposed changes in this Agreement shall be in writing, submitted to and approved and executed by the Agency before the performance of any work involved in the proposed change.

Section 8: Assignment

This Agreement cannot be assigned.

Section 9: Indemnification

The Member agrees to hold harmless and indemnify the Agency from any and all claims, loss, cost or expense, including reasonable attorney's fees, for any injury or damage, whatsoever, which may arise in connection with work performed under this Agreement or pursuant to the Member's activity, errors or omissions in connection with this Agreement.

Section 10: Inconsistencies; No Waiver

In case any provision of this Agreement is held to be invalid, then such provision shall be amended by the parties only to the extent necessary to be enforceable consistent with the parties' intent, and the remainder of the provisions shall remain in full force and effect. No waiver by either party of any breach or failure of compliance with respect to any provision of this Agreement shall be deemed a continuing waiver, nor shall any delay or omission by either party to exercise any right hereunder impair in any manner the exercise of any such right.

Section 11: Governing Law

This Agreement shall be governed by, construed and enforced in accordance with the substantive laws of the State of North Carolina. Each party expressly consents to the jurisdiction of the State of North Carolina.

Section 12: Entire Agreement

This Agreement and all Attachments and/or Exhibits, specifically including the ESFRLP Program Guidelines, constitutes the entire Agreement between the Agency and the Member.

Part XV. Authorization of Signature

By signing this Agreement, the Member certifies that all representations made in its ESFRLP application are true, and in the event of any misrepresentations, the Agency has the option to rescind any obligations to Member regarding the Funds or recapture any Funds awarded or intended to be awarded to the Subrecipient. The person signing this Agreement further certifies that he/she is authorized to execute this agreement on behalf of the Subrecipient, and to the best of his/her knowledge and belief:

Section 1: Certification Regarding Lobbying

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Member, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, or an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Member will complete and submit a Standard Form –LLL, “Disclosure Form to Report Lobbying”, to the Agency.
- 3) The Member will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, or cooperative agreements) and that all subgrantees will certify and disclose accordingly.
- 4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Section 2: Debarment, Suspension, and Other Responsibility Matters

The Member certifies by signing below that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

Section 3: Audit and Access to Records

The Member certifies by signing below that it complies with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R 200), will provide notice of the completion of required audits and any adverse findings which impact this subaward as required by parts 200.501-200.521, and will provide access to records as required by parts 200.336, 200.337, and 200.201 as applicable.

Section 4: English Language 2 CFR §200.111

The Member certifies by signing below that it will comply with 2 CFR §200.111 which states, in part, that all Federal financial assistance announcements and Federal award information must be in the English language and must be in the terms of U.S. Dollars. The Subrecipient may translate the Federal award and other documents into another language. In the event of inconsistency between any terms and conditions of the Federal award and any translation into another language, the English language meaning will control. Where a significant portion of the Subrecipient’s employees who are working on the Federal award/Subaward are not fluent in English, the Subrecipient must provide the Federal award/Subaward in English and the languages with which the employees are more familiar.

Section 5: Conflict of Interest 2 CFR §200.112

The Member certifies by signing below that it will disclose in writing to the Agency any potential conflicts of interest in accordance with applicable Federal Awarding Agency policy or Agency policy.

Section 6: Mandatory Disclosures 2 CFR §200.113

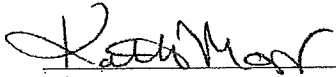
The Member certifies by signing below that it agrees to comply with 2 CFR §200.113 which states that the Subrecipient must disclose, in a timely manner, in writing to the Agency all violations of Federal criminal law involving fraud, bribery, or gratuity violations, potentially affecting the Federal Award. Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 Remedies for noncompliance, including suspension or debarment.

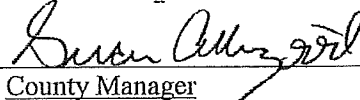
Section 7: Electronic Signatures

Each party agrees that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures.

Electronic signature means any electronic symbol or process attached to or logically associated with a document and executed and adopted by a party with the intent to sign such document.

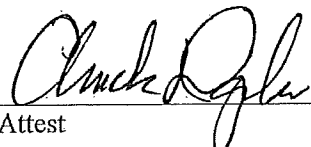
Beaufort County

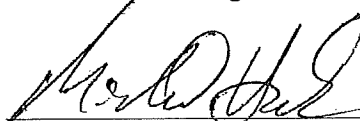

Attest

By: 
Its: County Manager

Date: 8/19/22

North Carolina Housing Finance Agency


Attest

By: 
Its: Manager of Home Ownership
Rehabilitation and Compliance

Date: 8/16/22

**AN ORDINANCE TO ESTABLISH A GRANT PROJECT FUND
2022 ESSENTIAL SINGLE FAMILY HOUSING LOAN POOL GRANT FUND
BEAUFORT COUNTY, N.C.
FOR FISCAL YEAR 2022-2023**

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

Section 1. The Grant Project Fund is to account for funds awarded for housing rehab through the 2022 Essential Single Family Housing Loan Pool Grant.

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

REVENUES:

302-3525-426100	HOUSING FINANCE AGENCY REV	\$ 162,000
-----------------	----------------------------	------------

EXPENSES:

302-4965-569320	HOUSING REHAB	\$ 162,000
-----------------	---------------	------------

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

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

Section 5. Copies of this grant project ordinance shall be furnished to the County Clerk, Budget Officer, and to the Finance Officer for direction in carrying out this project.

Section 6. This ordinance shall become effective upon its adoption.

This the 6th day of September 2022.

Chairman

Attest:

Clerk



Beaufort County
Agenda Abstract

Meeting Date: 9/6/2022

Agenda Section: Item for Discussion

Presenter: Brad Hufford, Economic Development Director

Agenda Title: Economic Development Update

Summary of Information: Commissioner Rebholz is requesting an update on economic Development in Beaufort County.

Submitter Recommendations/Motions: Information only.

Attachments:



Beaufort County
Agenda Abstract

Meeting Date: 9/6/2022

Agenda Section: Item for Presentation

Presenter: JaNell Octigan, Public Health

Agenda Title: Community Health Assessment

Summary of Information: Presentation of the 2021 Community Health Assessment to the Board of County Commissioners.

Submitter Recommendations/Motions: Presentation; No action requested

Attachments:



Beaufort County
Agenda Abstract

Meeting Date: 9/6/2022

Agenda Section: Item for Decision

Presenter: James Madson, Public Health
Tiffany Moore, Public Health
Clare Harris and Anthony Tyre

Agenda Title: Opioid Settlement Strategies

Summary of Information: The Health Department was awarded grant funding in August of 2021 to guide and assist with a community collaborative effort to make a recommendation to Beaufort County regarding prevention of opioid misuse and accidental overdose deaths in the county, more specifically utilization of the Opioid Settlement funding awarded through a settlement agreement. The BOCC were presented the intent of using the Behavior Health Task Force (BHTF) to make these recommendations.

As a diverse group of behavioral health professionals and community leaders, The BHTF 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 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:

- Peer Support Services throughout the County
- Prevention through health education with a focus on K-12
- Maintain the Behavioral Health Task Force collaborative.
- Pilot community projects targeting substance misuse and/or prevention in Beaufort County.

Submitter Recommendations/Motions: Recommend approval of funds to be used through the Health Department to fund strategies presented by the BHTF.

Attachments:

1. Peer Support Specialists Supporting Documentation



Peer Support Specialists Enhance Mental Health, Substance Use Recovery



*Lesa Mutters, Cherry's Hope and Wellness Center program director, at Cherry Hospital.
Photo courtesy Lesa Mutters.*

Sept. 19, 2019 – To assist in the recovery of individuals with mental health and substance use disorders, peer support specialists are being utilized more frequently throughout North Carolina and as part of programs and facilities operated by the NC Department of Health and Human Services.

A peer support specialist participates in treatment teams, much like an advisor, and offers guidance based on lessons they have learned from their own recovery journeys. Rather than just relying on medical experts, treatment teams include peer support specialists because

they can connect to patients differently than traditional treatment providers. These individuals have experienced firsthand the difficulties of recovery and can use that lived experience to help others.

The three psychiatric hospitals operated by DHHS employ peer support specialists to enhance the effectiveness of treatment teams. Cherry Hospital (/divisions/dsohf/cherry-hospital) in Goldsboro is the first state-run psychiatric hospital in North Carolina to add certified mental health peer support specialists to its staff. The hospital has five peers who are integrated throughout the hospital.

“The expansion of the peer support program has improved the overall patient experience at our hospital in countless ways. We consistently rely on the peer staff's experience and input to guide us in decision-making and problem-solving,” said Lesa Mutters, Cherry Hospital Hope & Wellness Center Programming Director. “We cannot place a value on the experience they bring to the table and the positive impact they have on our organization.”

There are currently 3,780 peer support specialists in North Carolina. To become a peer support specialist, they must be over the age of 18 and living in recovery from mental health/substance use disorders. They must have completed required certification training (<https://pss.unc.edu/certification>) in skills to offer support for recovery and adhere to a code of ethics. Recertification is required every two years.

Certified Peer Support Specialists are employed in a variety of settings, including Local Management Entity-Managed Care Organizations (LME-MCOs), mental health and substance use disorder providers, peer-run organizations, private and DHHS-run psychiatric hospitals and alcohol and drug abuse treatment centers (/divisions/dsohf/facilities) and the state's piloted peer respite center. This approach to treatment is considered a people-focused strategy to turn the tide on the opioid epidemic, a top priority of Governor Roy Cooper and the NC Department of Health and Human Services.



At the DHHS-operated Julian F. Keith (JFK) Alcohol and Drug Abuse Treatment Center (/divisions/dsohf/julian-f-keith-alcohol-and-drug-abuse-treatment-center) in Black Mountain, there are four peer support specialists who work with patients to teach them recovery management skills and connect them with community resources. JFK also employs two full-time “peer bridgers” who connect individuals to their next treatment provider. To further recovery success, JFK also connects patients to transitional housing services, which are also staffed with peer support specialists to continue to offer guidance to people in recovery.

Central Regional Hospital in Butner and Broughton Hospital in Morganton also have peer support teams. For example, Broughton Hospital (/divisions/dsohf/broughton-hospital) hosts recovery support groups, such as Alcoholics Anonymous and Narcotics Anonymous, that are

led by peers who are simultaneously receiving mental health care and working through their own challenges with substance use disorders.

DHHS is also supporting the use of peer support specialists outside of its own facilities. [In 2018 \(/blog/2018-05-30/dhhs-partners-ncha-pilot-program-combat-opioid-crisis\)](/blog/2018-05-30/dhhs-partners-ncha-pilot-program-combat-opioid-crisis), DHHS and the North Carolina Healthcare Association (NCHA) awarded grants to six North Carolina emergency departments. The grants enabled participating hospitals to embed certified peer support specialists in their emergency departments to connect patients to treatment, recovery and harm reduction supports.

Furthermore, the Department is working to support the peer support specialist workforce. The Department's Division of Mental Health, Developmental Disabilities, and Substance Abuse Services has partnered with the UNC Behavioral Health Springboard at UNC-Chapel Hill to implement course development for the field as it evolves.

Author: Lindsay K. Saunders

This blog is related to:

[Newsletters](#)

[\(/blog?field_blog_category_target_id=492\)](/blog?field_blog_category_target_id=492)

Related Articles

[NCDHHS Hosts Summer Interns From HBCUs and MSIs \(/blog/2022/08/11/ncdhhs-hosts-summer-interns-hbcus-and-msis\)](/blog/2022/08/11/ncdhhs-hosts-summer-interns-hbcus-and-msis)

[NCDHHS Releases First Quarter Report on Olmstead Plan Implementation \(/blog/2022/08/11/ncdhhs-releases-first-quarter-report-olmstead-plan-implementation\)](/blog/2022/08/11/ncdhhs-releases-first-quarter-report-olmstead-plan-implementation)

[August is National Breastfeeding Month \(/blog/2022/08/02/august-national-breastfeeding-month\)](/blog/2022/08/02/august-national-breastfeeding-month)

[NCDHHS Recognizes 23rd Anniversary of Olmstead, Spotlights Stories From Across North Carolina \(/blog/2022/06/17/ncdhhs-recognizes-23rd-anniversary-olmstead-spotlights-stories-across-north-carolina\)](/blog/2022/06/17/ncdhhs-recognizes-23rd-anniversary-olmstead-spotlights-stories-across-north-carolina)

[NCDHHS Leader Shares Personal Journey and Celebrates Departmental Accomplishments at National Health and Human Services Summit \(/blog/2022/06/16/ncdhhs-leader-shares-personal-journey-and-celebrates-departmental-accomplishments-national-health\)](/blog/2022/06/16/ncdhhs-leader-shares-personal-journey-and-celebrates-departmental-accomplishments-national-health)

[What Expanding Medicaid Would Mean for North Carolina \(/blog/2022/06/09/what-expanding-medicaid-would-mean-north-carolina\)](/blog/2022/06/09/what-expanding-medicaid-would-mean-north-carolina)



A PRIMER ON OPIOIDS

THE CRITICAL ROLE OF HEALTH EDUCATION IN PREVENTING ADDICTION AND SAVING LIVES

Opioid refers broadly to a class of chemicals that inhibit pain receptors in the brain, spinal cord, and digestive tract that function to reduce the effects of pain. This includes heroin (a highly addictive, illegal substance), fentanyl, hydrocodone (e.g., Vicodin®), oxycodone (e.g., OxyContin®, Percocet®), methadone and morphine.¹⁻² Opioids provide a feeling of euphoria making them increasingly addictive. Repeated administration may lead to opioid tolerance due to decreased drug potency, in which a higher dose is needed to achieve the same effects.³

Health education specialists teach people about behaviors that promote wellness.

Health education specialists provide education and training on substance abuse prevention and mental health in K-12 schools, communities and worksites. These efforts complement those of clinical health care providers, addiction counselors, community health workers, first responders, community advocates and many other professionals involved in addressing the opioid crisis.⁴

Opioid use, misuse, and use disorders

Opioids have long been employed for their effect on pain. However, opioid prescribing practices to treat chronic pain increased within the past 40 years.⁵ Such increased prescriptions, along with dramatic increases in illegal drug uses and manufacturing, have led to today's crisis:

- **Doctors are prescribing opioids more often**, for a longer duration and at higher doses than ever before, leaving patients feeling misled. Increased medications lead to misuse of opioids and combined drugs.^{1,6}
- **Opioid use disorder (OUD)**, in which individuals become addicted to opioids, may result in related overdose death. Opioid misuse occurs due to pain, injury, trauma, despair, and age.² High tolerance makes it difficult to abstain from use, thus many continue to use opioids while experiencing withdrawal to avoid or alleviate the symptoms.⁷⁻⁸
- **Fentanyl use is on the rise.** In 2016, nearly half of opioid-related overdose deaths involved fentanyl.⁹ Illicitly-manufactured fentanyl (IMF) is now found in combination with other drugs, like heroin.⁹ This means it is imperative to increase education on drug potency and combined illicit drugs.¹⁰
- **Comorbidities are exacerbated by the opioid crisis**, including Hepatitis C, HIV, and neonatal opioid withdrawal syndrome.¹¹
- **The opioid crisis has contributed astronomically in economic burden and increase in crime, violence, and disruptions in family, workplace, and educational environments.**¹¹

In 2016:¹²



116 Americans died each day from drug overdose



\$504 billion in economic costs



The health education approach to prevention and treatment

Health education specialists are vital in the education and prevention of opioid addiction and misuse. Health education on national, state and local levels is needed to raise awareness of the problem, educate youth and communities about substance abuse, provide linkages to community resources for mental health, train the public on proper use of naloxone, reach persons with co-morbidities, and conduct research on ways to reduce stigma of drug addiction for seeking early treatment. A coordinated approach involving informed efforts of evidence-based harm reduction strategies is needed to curb the opioid epidemic and prevent deaths (e.g. health education, medical, mental, and social health services; health departments; nonprofit and community-based organizations; community members). Medication-assisted treatment (MAT), an approach that combines medication (methadone, buprenorphine, or naltrexone) with counseling and behavioral therapies, is effective in preventing repeat overdose.⁷ Naloxone, a medication that acts to block the effects of opioids, can reverse an overdose and can be life-saving.⁷ Prescription drug monitoring programs (PDMPs) identify patients at risk of opioid addiction or overdose assuming enrolled prescribers regularly use PDMPs.¹³

References

- 1 Centers for Disease Control and Prevention [CDC]. (2017a). Opioid overdose—opioid basics. Retrieved from <https://www.cdc.gov/drugoverdose/opioids/index.html>
- 2 Centers for Disease Control and Prevention [CDC]. (2017b). Commonly used terms. Retrieved from <https://www.cdc.gov/drugoverdose/opioids/terms.html>
- 3 Volkow, N., & McLellan, A. (2016). Opioid abuse in chronic pain—Misconceptions and mitigation strategies. *New England Journal of Medicine*, 374(13), 1253–1263. doi:10.1056/NEJma1507771
- 4 Society for Public Health Education [SOPHE]. (2017). Qualifications of health educators resolution. Retrieved from https://www.sophe.org/wp-content/uploads/2018/01/SOPHE-Qualifications-of-Health-Educators_adoptedAug2017.pdf
- 5 Resneck, A., Marsh, L. A., Joseph, H., & Portenoy, R. K. (2008). Opioids and the treatment of chronic pain: Controversies, current status, and future directions. *Experimental and Clinical Psychopharmacology*, 16(5), 405–416. <http://doi.org/10.1037/a0013528>
- 6 Kong, N., Fraser, V., Bokos, C., Richardson, R., Harper, S. (2014). "Determinants of Increased Opioid-Related Mortality in the United States and Canada, 1990–2013: A Systematic Review". *American Journal of Public Health* (104)8, 37–42. doi: 10.2105/AJPH.2014.301966
- 7 Substance Abuse and Mental Health Services Administration [SAMHSA]. (2018). Opioid Overdose Prevention Toolkit. Retrieved from <https://store.samhsa.gov/system/collections/USMA18-4742/USMA18-4742.pdf>
- 8 Chang, G., Chen, L., & Mao, J. (2007). Opioid Tolerance and Hyperalgesia. *Medical Clinics of North America*, 91(2), 189–211. <https://doi.org/10.1016/j.mcna.2006.10.009>
- 9 Jones, C., Einstein, E., & Compton, W. (2018). Changes in Synthetic Opioid Involvement in Drug Overdose Deaths in the United States, 2010–2016. *JAMA*, 319(17), 1815–1821. doi:10.1001/jama.2018.2844
- 10 Fairbairn, N., Coffin, P. O., & Wodak, A. Y. (2017). Naloxone for heroin, prescription opioid, and illicitly made fentanyl overdoses: Challenges and innovations responding to a dynamic epidemic. *International Journal of Drug Policy*, 46, 172–179. doi:10.1016/j.drugpo.2017.06.005
- 11 National Institute on Drug Abuse [NIDA]. (2018). Opioids. Retrieved from <https://www.drugabuse.gov/drugs-abuse/opioids>
- 12 Council of Economic Advisors. (2017). The underestimated cost of the opioid crisis. Retrieved from <https://www.whitehouse.gov/sites/whitehouse.gov/files/images/The%20Underestimated%20Cost%20of%20the%20Opioid%20Crisis.pdf>
- 13 Hallaqa, R., Jena, A., & Weiner, S. (2015). Mandatory use of prescription drug monitoring programs. *JAMA*, 313(8), 891–892. <http://dx.doi.org/10.1001/jama.2014.18514>

The latest [Updates and Resources on Novel Coronavirus \(COVID-19\)](#) (/2020-01-22-updates-and-resources-novel-coronavirus-2019-cov).



Collaborating with Communities

⌕ (/) / Resources (/taxonomy/term/124) / Bibliography/Link Page (/type/bibliography/link-page)

Ending the opioid epidemic requires a coordinated community response. Hospitals and health systems are actively partnering with organizations and people in their communities to address the epidemic together. It is important to connect with community opioid treatment programs, buprenorphine/naloxone providers, and explicitly encourage communitywide conversation. For example, hospitals and health systems are reaching out to other health care providers, state and local health departments, local behavioral health authorities, law enforcement, nonprofit organizations, including those focused on substance use disorders, community mental health centers, federally qualified health centers, faith-based groups, pharmacies, local political leaders, schools and district attorneys. Many hospitals are engaging recovery specialists to help patients admitted for drug overdose to enter treatment, expanding substance use disorder treatment services, providing naloxone to first responders, integrating physical and behavioral health care, joining with law enforcement to facilitate access to treatment, funding public education programs, educating community clinicians, participating in drug take-back days, and more. Below are resources and examples to help facilitate community partnerships and activities.

- Drug Court Teams – New Ulm Medical Center, New Ulm, MN (<https://www.aha.org/system/files/2018-02/17-behavioral-case-example-new-ulm-medical-center.pdf>) (May 2017): Teams of legal and medical professionals who provide comprehensive support to help those dependent on drugs or alcohol and who have been convicted of a nonviolent criminal offense stay sober, out of jail and participating positively in the community.
- Project Lazarus. (<https://www.projectlazarus.org/home>) (n.d.) This project is a community-based overdose prevention program that focuses on increasing access to naloxone for prescription opioid users by encouraging physicians to prescribe the antidote to patients at highest risk of an overdose. Project Lazarus offers communities and individuals access to a host of resources on many topics, including: coalition formation, capacity building, sustainability, chronic pain management, safe prescribing practices for providers, opioid overdose education, awareness, safe medication usage materials, and project Pill Drop, a community-based medication disposal program.
- Project ECHO – Opioid Addiction Treatment. (<https://echo.unm.edu/>) (2017) Project ECHO (Extension for Community Healthcare Outcomes) is a collaborative model of medical education and care management that empowers clinicians everywhere to provide better care to more people, right where they live. The ECHO model™ dramatically increases access to specialty treatment in rural and underserved areas by providing front-line clinicians with the knowledge and support they need to manage patients with complex conditions. It does this by engaging clinicians in a continuous learning system and partnering them with specialist mentors at an academic medical center or hub.
- Drug Overdose Immunity and Good Samaritan Laws. (<http://www.ncsl.org/research/civil-and-criminal-justice/drug-overdose-immunity-good-samaritan-laws.aspx>) (2017) The National Conference of State Legislatures has a compilation of resources including the importance of the use of naloxone and Good Samaritan laws.
- Webinar: Strategies Addressing the Opioid Crisis in Tribal Communities. (http://theathenaforum.org/webinar_strategies_addressing_the_opioid_crisis_in_tribal_communities) (2017) This webinar highlights effective approaches to addressing the opioid crisis in tribal communities. The webinar includes presentations from the Muckleshoot Tribe, Mashpee Wampanoag Tribe, White Earth Nation and the Indian Health Service National Committee on Heroin, Opioids, and Pain Efforts.
- Opioid Overdose Prevention Toolkit. (<https://store.samhsa.gov/product/Opioid-Overdose-Prevention-Toolkit/SMA18-4742>) (2016) This toolkit offers strategies to health care providers, communities, and local governments for developing practices and policies to help prevent opioid-related overdoses and deaths.
- Drug Take Back and Disposal Resources
 - National Drug Take Back Days. ([https://www.dea.gov/diversion.usdoj.gov/drug_disposal/takeback/](https://www.dea.gov/diversion/usdoj.gov/drug_disposal/takeback/)) The Drug Enforcement Administration (DEA) hosts two national drug take back days annually (https://www.dea.gov/diversion.usdoj.gov/drug_disposal/takeback/). The next take back day is scheduled for **October 27, 2018**. We recommend that hospitals wishing to support these efforts work with their community coalitions, which should include law enforcement. Collaborating as a coalition enables communities to assess the best potential drop-off locations and work together to publicize the event. It is important to keep in mind that hospitals and others organizations participating in a national drug take back day **must work with local law enforcement**.
 - Ongoing Take Back Programs. In 2014, DEA finalized a regulation that expanded opportunities for drug disposal. The regulation explicitly describes how hospitals and clinics with on-site pharmacies, narcotic treatment programs, and retail pharmacies can run mail-back programs or maintain collection receptacles at their registered locations. Read AHA's advisory about the regulation. (<http://www.aha.org/advocacy-issues/tools-resources/advisory/2016/160607-quality-adv-opioids.pdf>)
- Other Activities: Through newsletters and social media, hospitals can make patients aware of other ways to dispose of unused medications.
 - The DEA's website (<https://apps.dea.gov/diversion.usdoj.gov/pubdispsearch/spring/main?execution=e1s1>) has a search tool for authorized collector locations.
 - Disposal of Unused Medicines: What You Should Know. (<https://www.fda.gov/Drugs/ResourcesForYou/Consumers/BuyingUsingMedicineSafely/EnsuringSafeUseofMedicine/SafeDisposalofMedicines/ucm186187.htm>) The FDA provides information on what medications can be flushed down the toilet.

- One state takes a novel approach to opioid addiction: Access to treatment for all inmates. (<https://www.statnews.com/2017/08/03/opioid-treatment-prisons/>) (2017) The Rhode Island Department of Corrections has expanded its medication-assisted treatment program to its entire prison population.

Collaboration with Communities Case Examples

- Rapid Response to the Opioid Crisis (<http://essentialelements.naccho.org/archives/11083>). (July 2018) This white paper explores how communities are using location-based approaches to address the opioid epidemic. Download of white paper requires free registration.
- Opioid Misuse in Rural America (<https://www.usda.gov/topics/opioids>). (February 2018) The purpose of this website is to assist rural leaders with resources, information and best practices to help rural communities respond to and manage the opioid crisis.
- Our Community Responds to the Opiate Epidemic: Hospitals and Health Systems Impacting the Opiate Crisis. (<https://www.aha.org/advocacy-webinar-recording/2016-03-28-our-community-responds-opiate-epidemic-hospitals-health>) (2016) Senior executives from Oregon Health State University Hospital, Portland, Ore. provide extensive details about a three-county collaborative involving 14 hospitals from four health systems, two CCOs and four health departments, which developed a community standard to reduce the use of and addiction to opiates.
- Hampton Police and Sentara partner to combat opiate overdoses. (<http://wtkr.com/2016/11/14/hampton-police-and-sentara-partner-to-combat-opiate-overdoses/>) (2016) This article describes how Sentara CarePlex Hospital partnered with the local police in Hampton, Va., to supply and provide training on using Narcan.
- Morrison County's Success in Combating Prescription Drug Abuse. (<https://www.aha.org/2017-12-11-morrison-countys-success-combating-prescription-drug-abuse>) (2015) This webinar describes the work and impact of a Controlled Substance Care Team and a community Prescription Drug Task Force. The speakers share how key community partners have collaborated to address chronic opioid use in a rural community.
- The Addiction Crisis: A Community's Response. (<https://www.aha.org/webinar-recordings/2017-10-04-addiction-crisis-communitys-response>) (2016) The speakers share how their Northern Shenandoah Valley community in rural Virginia coalesced to develop strategies to effectively respond to the challenge of heroin and opiate use. Initiatives include "Breaking the Code of Silence," an educational campaign to highlight awareness; installation of drug take-back boxes at various locations; development and access to transitional care after incarceration; establishment of a drug treatment court; and use of a peer recovery network; and more.
- The Safe Passage Initiative: Hospitals and Health Systems Impacting the Opiate Crisis. (<https://www.aha.org/advocacy-webinar-recording/2016-03-28-safe-passage-initiative-hospitals-health-systems-impacting>) (2016) Safe Passage is an addiction recovery initiative that allows people seeking treatment to contact police without fear of arrest, as long as they don't have any outstanding warrants. People can also turn over drugs and paraphernalia without being charged.
- Improving Addiction Care Team. (<https://www.aha.org/2017-10-06-improving-addiction-care-team-impact-oregon-health-sciences-university-ohsu>) (2017) To address the rise in opioid-related admissions and deaths, the Improving Addiction Care Team (IMPACT) at Oregon Health Sciences University (OHSU) built on existing relationships with OHSU leadership and community partners. Specifically, the IMPACT intervention was built on a program called the Care Transitions Innovation (C-TRAIN), following an assessment of community needs and resources.
- Substance Use Prevention: How to Make it Work in Your Community (<https://www.aha.org/advocacy-webinar-recording/2017-01-19-substance-use-prevention-how-make-it-work-your-community>) (January 19, 2017): Joint Webinar with the Association for Community Health Improvement showing research behind substance use prevention and presenting a real-life example of how Utah is using a collaborative state-wide approach to address the opioid epidemic.

ADDRESSING THE OPIOID EPIDEMIC /ADVOCACY/ACCESS-AND-HEALTH-COVERAGE/ACCESS-BEHAVIORAL-HEALTH/OPIOIDS)

- Clinician Education on Prescribing Practices (/bibliographylink-page/2018-09-28-clinician-education-prescribing-practices)
- Nonopioid Pain Management (/bibliographylink-page/2018-09-28-nonopioid-pain-management)
- Addressing Stigma (/bibliographylink-page/2018-09-28-addressing-stigma)
- Treatment Options for Opioid Use Disorders (/bibliographylink-page/2018-09-28-treatment-options-opioid-use-disorders)
- Patient, Family and Caregiver Education (/bibliographylink-page/2018-09-28-patient-family-and-caregiver-education)
- Transitions of Care (/bibliographylink-page/2018-09-28-transitions-care)
- Safeguarding Against Diversion (/bibliographylink-page/2018-09-28-safeguarding-against-diversion)
- Collaborating with Communities (/bibliographylink-page/2018-09-28-collaborating-communities)
- Advocacy/Policy (/bibliographylink-page/2018-09-28-advocacypolicy)

Related Resources

ADVANCING HEALTH PODCAST

Leadership Dialogue Series: Julie Yaroch from ProMedica Charles and Virginia Hickman Hospital (/advancing-health-podcast/2022-08-22-leadership-dialogue-series-julie-yaroch-promedica-charles-and)

Some 57 million rural Americans depend on their hospital as an important source of care as well as a critical component of their area's economic and social...

ADVANCING HEALTH PODCAST



Beaufort County
Agenda Abstract

Meeting Date: 9/6/2022

Agenda Section: Item for Decision

Presenter: James Madson, Public Health

Agenda Title: Tobacco Free Policy for Health Department Staff, Clients and Visitors

Summary of Information: The Board of Health approved the attached policy "Tobacco Free Policy for Staff, Clients, and Visitors" on July 19, 2022. The current policy prohibits the use of tobacco products within 50 feet of the building. As the draft policy states: *Tobacco use remains the leading cause of preventable disease and death in the United States. Secondhand smoke is a well-documented danger to health. The purpose of this policy is to establish a 100% tobacco-free environment for the health of all staff, clients, and visitors.* This public health policy and improvement is fully supported by the Board of Health.

In addition to addressing this public health priority, the Health Department (as a Medicaid provider) must be a tobacco free campus by December 2022. The Health Department is recommending the attached policy with an effective date of October 1, 2022. Clients and visitors will be offered tobacco cessation program assistance to quit.

Submitter Recommendations/Motions: Staff recommends approving the policy.

Attachments:

1. Tobacco Free Policy

Tobacco Free Policy for Staff, Clients, and Visitors

Purpose

Tobacco use remains the leading cause of preventable disease and death in the United States. Secondhand smoke is a well-documented danger to health.

The purpose of this policy is to establish a 100% tobacco-free environment for the health of all staff, clients, and visitors. This policy covers the use of any tobacco product and applies to staff, clients, and visitors of Beaufort County Health Department.

This policy supersedes the previous Tobacco Use policy.

Policy

To promote Beaufort County Health Department's commitment to public health, this policy prohibits tobacco use in all portions of the health department property to include buildings, grounds, and vehicles.

Beaufort County Health Department wishes to maintain good relationships with its neighbors, so trespassing on, loitering on, or littering on neighboring properties is not permitted. This includes public rights-of-way, neighboring sidewalks, bus stops, and lawns.

This policy applies to smoking combustible tobacco products and the use of non-combustible tobacco products, including electronic, heated, and smokeless tobacco products, and/or nicotine products that are not approved by the FDA as tobacco treatment medications. Examples include smoking of cigarettes, cigars, or pipes or the use of chewing or spit tobacco, tobacco substitutes (e.g., clove cigarettes), electronic nicotine delivery systems, non-FDA approved devices, or other tobacco products. Tobacco use shall be understood to also include vaping or vaporizing.

This policy prohibits Beaufort County Health Department from purchasing, accepting as donations, and/or distributing tobacco products to the clients we serve. This does not include FDA approved nicotine replacement medications prescribed as part of tobacco cessation treatment.

Procedures

1. Staff

- a. For purposes of this policy, staff are defined as employees, students, interns, and contract workers.
- b. All staff are expected to comply with this policy.
- c. This policy will be explained during new employee orientation.
- d. Supervisors will discuss tobacco breaks with their staff if needed. Two fifteen-minute breaks will be allotted; one in the morning and one in the afternoon.
- e. Job announcements will display a notice that Beaufort County Health Department has a tobacco-free environment policy.
- f. Staff may not smoke or use other tobacco products in their personal vehicles while the vehicle is on Beaufort County Health Department property.
- g. Employees who fail to adhere to this policy will be subject to progressive disciplinary action.

2. Clients and Visitors

- a. Clients and visitors are prohibited from smoking or using tobacco on Beaufort County Health Department property.
- b. Staff who encounter clients and visitors violating this policy are encouraged to politely explain the policy. If staff members encounter difficulty with enforcing this policy, they should contact their supervisor.
- c. Signs will be posted in strategic locations on the property, both indoors and outdoors.

3. Tobacco Use Cessation

- a. Beaufort County Health Department will assist staff and clients who wish to quit using tobacco products by facilitating access to recommended tobacco cessation programs and/or materials.



Beaufort County
Agenda Abstract

Meeting Date: 9/6/2022

Agenda Section: Item for Discussion

Presenter: Overman, West, Public Works

Agenda Title: Solid Waste Update

Summary of Information: Staff will provide an update on:

1. Mega-Site Planning
2. Collection Site Improvements

Submitter Recommendations/Motions: N/A

Attachments:



Beaufort County
Agenda Abstract

Meeting Date: 9/6/2022

Agenda Section: Item for Decision

Presenter: Christina Smith, Public Works

Agenda Title: Authorize NCDWI Funding Application

Summary of Information: Beaufort County Water District I – Washington Township was awarded a \$2,250,000 grant and \$750,000 loan from the Division of Water Infrastructure to expand the Southside Water Treatment Plant and construct new wells (on the Southside WTP site). Since the award of the construction contract to T.A. Loving Company, there have been significant material cost increases industry wide. The contractor has identified material cost increases of more than \$750,000 and requested additional funding to avoid reducing the scope of the project.

McDavid Associates contacted the funding agency (NC Division of Water Infrastructure - NCDWI) and discussed potential solutions. NCDWI is familiar with this issue as it is occurring across the state and has suggested a solution. Because previously funded projects of Beaufort County have available excess funds, NCDWI suggested that Beaufort County apply to re-allocate excess funding from the chlorine conversion projects to the SS WTP Expansion project to cover additional project costs.

No additional funds are required.

Submitter Recommendations/Motions: Approve the attached resolution authorizing the submission of an application to the NC Division of Water Infrastructure.

Attachments:

1. Letter from McDavid Associates
2. Resolution



McDAVID ASSOCIATES, INC.

Engineers • Planners • Land Surveyors

CORPORATE OFFICE
(252) 753-2139 • Fax (252) 753-7220
E-mail: mai@mcdavid-inc.com
3714 N. Main Street • P.O. Drawer 49
Farmville, NC 27828

GOLDSBORO OFFICE
(919) 736-7630 • Fax (919) 735-7351
E-mail: maigold@mcdavid-inc.com
109 E. Walnut Street • P.O. Box 1776
Goldboro, NC 27533

August 27, 2022

Ms. Christina L. Smith, P.E., Director of Public Works
Beaufort County
111 West 2nd Street
Washington, NC 27889

Subject: Recommendation Supplemental
Funding Application Supplemental
Southside WTP Expansion and Well
Improvements
Beaufort County Water District I -
Washington Township

Dear Ms. Smith:

In reference and to summarize project status/recent project meeting discussion, project contractor, T.A. Loving Company (contractor for both Contract No. 14 and Contract No. 15) identified significant material cost increases in excess of \$750,000. Material cost increases are impacting utility construction industry-wide. Recognizing that current project budget could not accommodate such increases, District I submitted a request to the funding agency (Division of Water Infrastructure) for supplemental grant funds under the following options:

1. Award of supplemental State Drinking Water Reserve grant funds of \$750,000.00
2. Award of American Rescue Plan Act (ARPA) grant funds in the amount of \$750,000.00 based on Beaufort County's designation as a "distressed" community.
3. Reallocation of funds currently awarded to other water districts that are currently unallocated due to cost underruns (chlorine conversion projects).

Reference Option 1, the Division of Water Infrastructure advised that there was not presently any available State Drinking Water Reserve grant funds, but that additional 0% loan funds were available.

Reference Option 2, the Division of Water Infrastructure advised that a calculation error was made and Beaufort County was not a designated "distressed" community.

Reference Option 3, the Division of Water Infrastructure advised that award was feasible under an option where excess available funds were identified and District I submitted a supplemental grant application in the September 2022 application round.

To position District I to meet Option 3, we recommend that an authorizing resolution be adopted to approve submittal of an application on September 30. A copy of the State-formatted resolution is attached for consideration.

Without supplemental funding, further scope reduction will be required. In support of supplemental funding request, identification of excess funds in other projects must be quantified. We are developing a summary of available funds while addressing other options (such as SCADA system upgrade).

Please advise if I may provide any additional information for your review. Please contact me if I may answer any questions or meet to review submittals.

Sincerely,

McDAVID ASSOCIATES, INC.

Richard B. Moore

Richard B. Moore, P.E.
Farmville Office

Enclosures

RESOLUTION
AUTHORIZING DIVISION OF WATER INFRASTRUCTURE APPLICATION
SOUTHSIDE WTP EXPANSION AND WELL CONSTRUCTION
BEAUFORT COUNTY WATER DISTRICT I - WASHINGTON TOWNSHIP

WHEREAS, Beaufort County Water District I - Washington Township has need for and intends to construct, plan for, or conduct a study in a project described as Southside Water Treatment Plan Expansion and Well Construction, and

WHEREAS, Beaufort County Water District I - Washington Township has been awarded a \$750,000 loan (0% interest, 20 year term) and \$2,250,000 grant under Division of Water Infrastructure State Drinking Water Reserve Project H-SRP-D-17-0019, and

WHEREAS, Utility industry material cost increases have resulted in documented project cost overrun, and

WHEREAS, In lieu of scope reduction and in an effort to obtain supplemental grant funding, a request for supplemental grant funding is recommended, and

WHEREAS, Beaufort County Water District I - Washington Township intends to request State loan and/or grant assistance for the project,

**NOW THEREFORE BE IT RESOLVED, BY THE BOARD OF COMMISSIONERS OF
BEAUFORT COUNTY WATER DISTRICT I - WASHINGTON TOWNSHIP:**

That the Beaufort County Water District I - Washington Township, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State loan and/or grant award.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of Beaufort County Water District I - Washington Township to make a scheduled repayment of the loan, to withhold from Beaufort County Water District I - Washington Township any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That Frankie Waters, Chairman, the **Authorized Official**, and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a loan and/or grant to aid in the study of or construction of the project described above.

That the **Authorized Official**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the _____ day of _____, 2022 at Washington, North Carolina.

Frankie Waters, Chairman
Beaufort County Water District I -
Washington Township

CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting Clerk to the Board of Beaufort County Water District I - Washington Township does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of Beaufort County Water District I - Washington Township duly held on the ____ day of _____ 2022; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____ 2022.

ATTEST:

Katie Mosher
Clerk to the Board

(SEAL)



Beaufort County
Agenda Abstract

Meeting Date: 9/6/2022

Agenda Section: Item for Decision
Presenter: Christina Smith, Public Works
Agenda Title: Vehicle Purchase - Facilities Maintenance

Summary of Information: Funds were included in the FY2023 budget to purchase a truck for Facilities Maintenance. Per the Beaufort County purchasing policy, purchases greater than \$30,000 are to be approved by the Board of Commissioners.

Quotes were received from various vendors. Feyer Ford submitted the lowest cost of \$38,794 to provide a 2022 Ford F150 4x4 Super Cab with gasoline engine, automatic transmission, and trailer towing package. This truck is in stock and being held, where other vendors would require ordering a truck with no clear indication of when the truck would be delivered.

Vendor	Location	Amount
Capital Ford	Raleigh, NC	\$38,017*
Feyer Ford	Ahoskie, NC	\$38,794
Lee Chevrolet	Washington, NC	\$48,775

*Pricing is from order window that has already closed. Likely to increase when new order window opens.

No additional funds are required as \$40,000 was approved in the FY2023 budget for vehicle purchase.

Submitter Recommendations/Motions: Approve purchase order for new truck from Feyer Ford for \$38,794.

Attachments:

1. Feyer Ford Quote
2. Capital Ford Quote
3. Lee Chevrolet Quote

KAN-000530

ND

9-20220612 1432

220220612 1432

005395

17X5X129

846/17/80

NKD74216

NB



Go Further
ford.com

F-150

NK D74216

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

- EXTERIOR**
- DAYTIME RUNNING LAMPS
 - EASY FUEL & CAPLESS FILLER
 - FULLY BOXED STEEL FRAME
 - HALOGEN HEADLAMPS
 - HEADLAMPS - AUTO HIGH BEAM
 - HEADLAMPS - AUTO LAMP
 - LOCKING REMOVABLE TAILGATE
 - REAR TAILGATE LOCK
 - REAR TAILGATE LATCH
 - TRAILER SWAY CONTROL
 - WIPERS - INTERMITTENT

- INTERIOR**
- 4" PRODUCTIVITY SCREEN
 - 60/40 FOLD-DOWN REAR SEAT
 - DUAL SUNVISORS
 - MESSAGE CTR OUTSIDE TEMP.
 - COMPASS, TRIP COMPUTER
 - POWERPOINTS - 12V
 - TILT/TELESCOPE STR COLUMN

- FUNCTIONAL**
- AUTO HOLD
 - CURVE CONTROL
 - DYNAMIC HITCH ASSIST
 - ELECT 4X4 SHIFT-ON-FLY
 - FUEL-SAVE COOLING SYSTEM
 - FORDPASS CONNECT™ 4G
 - HOTSPOT TELEMATICS MODEM
 - GAS-CHARGED SHOCKS
 - OUTBOARD INBOARD SHOCKS
 - SHOCK-ON-DEMAND
 - REAR VIEW CAMERA
 - SELECTSHIFT®

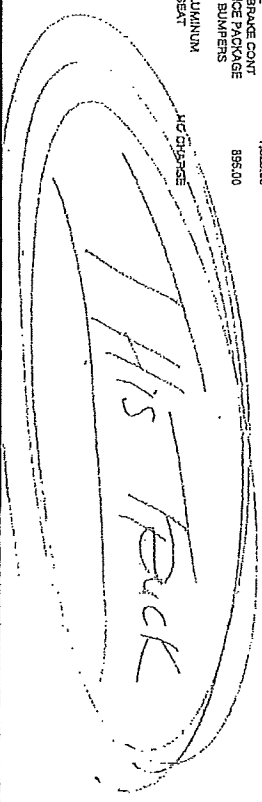
- SAFETY/SECURITY**
- ADVANCEPOST™ WITH BSC®
 - AIRBAGS - FRONT SEAT
 - MOUNTED SIDE IMPACT
 - AIRBAGS - SAFETY CANOPY®
 - CTR HIGH MOUNT STOP LAMP
 - SECURILOCK® ANTI-THIEF SYS
 - SOS POST-CRASH ALERT SYS™
 - THEE PRESSURE MOUNT SYS

- WARRANTY**
- 3-YR/50,000 BUMPER-TO-BUMPER
 - 5-YR/60,000 POWERTRAIN
 - 5-YR/60,000 ROADSIDE ASSIST
 - 6YR/100,000 HYBRID BATTERY

INCLUDED ON THIS VEHICLE

- EQUIPMENT GROUP 101A**
- XL SERIES
 - XL POWER EQUIPMENT GROUP
 - CHROME CONTROL
 - REVERSE SENSING SYSTEM
- OPTIONAL EQUIPMENT/OTHER**
- 285/70R17 BSW AL-TER-RAN
 - 3.7L ELECTRONIC LOCK BR AXLE
 - 64891 GWR PACKAGE
 - FRONT LICENSE PLATE BRACKET
 - 90 STATE EMISSIONS
 - TRAILER TOW PACKAGE
 - XL CHROME APPEARANCE PACKAGE
 - FOG LAMPS
 - 17" SILVER PAINTED ALUMINUM VINYL 40/20/60 FRONT SEAT
 - FLEX FUEL VEHICLE

(MSRP)	2,280.00
BASE PRICE	\$29,094.00
TOTAL OPTIONS/OTHER	5,070.00
TOTAL VEHICLE & DELIVERY	44,164.00
TOTAL BEFORE DISCOUNTS	45,955.00
XL HIGH DISCOUNT	- 750.00
XL HIGH DISC CHROME	- 500.00
TOTAL SAVINGS	- 1,250.00



TOTAL MSRP \$44,705.00

Whether you decide to lease or finance your vehicle, you'll find the choice that's right for you. See your dealer for details or visit www.fordcredit.com/finance.

FORD CREDIT

NF032 N RB 2X 250 000530 06 03 22

07/28/2022

Fuel Economy

Standard Pickup Trucks range from 12 to 20 MPG. The best vehicle rates 142 MPG. Values are based on gasoline and do not reflect performance and ratings based on E85.

20 MPG

combined city/hwy 19 22 5.0

gallons per 100 miles

You spend

\$2,250

more in fuel costs over 5 years compared to the average new vehicle.

flexible-fuel vehicle
Gasoline/Ethanol (E85)

Annual fuel cost

\$1,750

Fuel Economy & Greenhouse Gas Rating (tailpipe only) Since Rating (tailpipe only)

41

10 6 100

mpg

Smartphone OR Code*

eleco

eleco

eleco

Overall Vehicle Score

Based on the combined ratings of frontal, side, and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Crash	Driver	Passenger	Side	Rear	Rollover
Frontal	★★★★★	★★★★★	★★★★★	★★★★★	★★★★★
Side	★★★★★	★★★★★	★★★★★	★★★★★	★★★★★
Crash	★★★★★	★★★★★	★★★★★	★★★★★	★★★★★
Rear	★★★★★	★★★★★	★★★★★	★★★★★	★★★★★
Rollover	★★★★★	★★★★★	★★★★★	★★★★★	★★★★★

Based on the risk of rollover in a single-vehicle crash.

45 YEARS

AMERICAN BEST SELLING TRUCKS

FORD PROTECT

Visit on Ford Protect. The only extended service plan fully backed by Ford and honored at every Ford dealership in the U.S., Canada and Mexico. See your Ford dealer or visit www.fordprotect.com.

WARNING: Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, oil, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not let the engine exhaust as idling, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

Capital Ford, Inc.

Government Sales Division

From Jennifer Romano Gov't Sales
Phone/Fax Office 919-790-4648 Fax 919-871-6917
E-Mail jromano@capitalford.com

DATE August 5th 2022
Beaufort County

FINAL QUOTE NCSA 22-08-0913 Item #196

2022 F150 Super Cab 4x4 145" Wheelbase (X1E)	\$35,558.70
Painted White /Delivered	included
101A Package Now Standard on all F150 Trucks	included
53A Trailer tow Package Package	\$1,245.50
96W Tough Bed Liner	\$559.30
68L Bed Utility Package	\$653.30

Total Per Unit	\$38,016.80
----------------	-------------

Remit to
jromano@capitalford.com
Capital ford of Raleigh
4900 Capital Blvd
Raleigh NC 27616

2805 Millbrook Road

1-800-849-3166



Raleigh

Fax: 919-871-6917

Todd Taylor

From: Marc-Lynn <marc@leechevrolet.com>
Sent: Wednesday, July 20, 2022 9:17 AM
To: Todd Taylor
Cc: Steven Lee
Subject: RE: service body quotes

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

Ok Todd, heres the best info I can get today sir. Hope it helps. The system warned in big red letters dbl cab or work truck not available to place 2023 yet and fleet 2023 price tba . im sending you this info to work on your budget needs or quoting ideas sir. It should be close. Thanks Marc

Truck 47500
Taxes 1425
Doc 799
Tags 156
Total 49880
Less 1500 current fleet disc
Grand total 48380
PSI added 395 hitch not mentioned

Total 481775.00

Hope this helps.....i talk with Steven on his next consensus about future availability

Marc

From: Marc Lynn
Sent: Wednesday, July 20, 2022 8:21 AM
To: TODD.TAYLOR@CO.BEAUFORT.NC.US
Cc: Steven Lee <steven@leechevrolet.com>
Subject: FW: service body quotes

Good Morning Todd,
I will send you a quote on a 2023 like you are looking for later this morning and get with Steven next Monday . he gets a consensus every other week or so and that's when they let him know what he is allowed to build more or less. The double cab hasn't come up in a good while but maybe one day. Thanks Marc

From: Marc Lynn
Sent: Tuesday, July 19, 2022 4:29 PM
To: Todd Taylor <todd.taylor@co.beaufort.nc.us>
Cc: Steven Lee <steven@leechevrolet.com>
Subject: RE: service body quotes



Beaufort County
Agenda Abstract

Meeting Date: 9/6/2022

Agenda Section: Item for Decision

Presenter: Christina Smith, Public Works

Agenda Title: Vehicle Purchase Orders for Water Division

Summary of Information: Staff requests advance approval from the BOC to issue purchase orders up to \$40,000 for the purpose of Water Division vehicle purchase(s) during FY2023. This advance approval will allow, should the opportunity arise, Water Division staff to issue a purchase order with short notice of availability of a vehicle.

The market for new vehicles is currently characterized by rising prices, low available inventory, uncertainty of order time frames, and the occasional opportunity to obtain a vehicle at short notice. Staff has experienced multiple times in the past month the need to issue a purchase order over \$30,000 to secure an available truck or to meet an order deadline before the next Board of Commissioners meeting. Since the deadlines imposed by the dealers could not be met, the vehicle was released to other customers, or an order was unable to be placed.

No additional funds are needed. The FY2023 budget includes \$65,000 for the purchase of two full size trucks for the Water Division. Required additional funds will be obtained from other budget line items.

Submitter Recommendations/Motions: Provide advance approval to issue purchase orders up to \$40,000 for the purpose of Water Division vehicle purchase(s) during FY2023.

Attachments:



Beaufort County
Agenda Abstract

Meeting Date: 9/6/2022

Agenda Section: Item for Decision

Presenter: Chris Newkirk, Emergency Services

Agenda Title: PO Threshold for Emergency Services Vehicles

Summary of Information: Emergency Services respectfully request advance approval to issue purchase orders up to \$42,500 for vehicle purchase(s) during FY2023. This advance approval will allow, should the opportunity arise, Emergency Services staff to execute purchase documents with short notice availability if necessary.

The market for new vehicles is currently characterized by rising prices, low available inventory, uncertainty of order time frames, and the occasional opportunity to obtain a vehicle at short notice. This proposed PO approval would allow us to remain competitive with other potential customers as we compete with dealer timelines for available vehicles.

The FY2023 budget includes \$47,000 for the purchase of one truck for Emergency Management, and \$57,000 for the purchase of another truck for EMS. These approved funds were intended to provide for the purchase of two vehicles, each with VIPER & VHF radios, warning lights, and camper shells. (The vehicle purchased for EMS will include additional storage restraints and climate control capabilities for medication storage.) No additional funding is anticipated at this time.

Submitter Recommendations/Motions: We respectfully request your approval to issue purchase orders up to \$42,500 for Emergency Services vehicles during the FY 2023 budget cycle.

Attachments:

OFFICE OF EMERGENCY SERVICESFIRE MARSHAL · EMERGENCY MEDICAL SERVICES
EMERGENCY MANAGEMENT · ANIMAL CONTROL**Vehicle Pricing Analysis**

State Contract Pricing (SCP) as documented through the NC Sheriff's Association Vehicle Procurement Program

Vehicle Base Price Comparisons (Base prices are for a 2wd single cab truck, with a V6 engine and no towing package.)

FY 21/22 State Cont. Pricing
(Oct 1, 21 – Oct 1, 22)

Ford = \$23,248.65
Chevrolet = Unknown

No remaining trucks available

FY 22/23 State Cont. Pricing
(Oct 1, 22 – Oct 1, 23)

Ford = \$28,111.13
Chevrolet = \$29,754.00

**Order Portal Open; Estimated Dec delivery date. **

BCES Spec Vehicle Price Comparisons (Spec prices are for a 4wd crew cab truck with towing package and towing capability >7,000 lbs.)

FY 21/22 State Cont. Pricing
(Oct 1, 21 – Oct 1, 22)

Ford = \$35,608.94
Chevrolet = 41,146.64

No remaining trucks available

FY 22/22 State Cont. Pricing
(Oct 1, 22 – Oct 1, 23)

Ford = \$43,401.27
Chevrolet = \$37,916.44

**Order Portal Open; Estimated Dec delivery date. **



Beaufort County
Agenda Abstract

Meeting Date: 9/6/2022

Agenda Section: Item for Discussion

Presenter: Anita Radcliffe, Finance Officer

Agenda Title: Finance Report

Summary of Information: The County Finance Officer will present financial information to the Board of Commissioners.

This report will include financial audit requirements, standards, and fraud detection.

Submitter Recommendations/Motions: Information only.

Attachments:



Beaufort County
Agenda Abstract

Meeting Date: 9/6/2022

Agenda Section: Item for Decision

Presenter: Anita Radcliffe, Finance Officer

Agenda Title: Contract Renewal - DebtBook

Summary of Information: The County uses Fifth Asset Inc., d/b/a "DebtBook" software services to track, account for, and remain compliant with County debt instruments and leases. The contract is up for renewal on September 1, 2022. The annual cost is \$11,750 for year one and unknown for Year 2 if the County chooses an annual renewal. If the County agrees to a 2-year contract, the price for Year 1 and Year 2 are locked in at \$9,750, a savings of 20% annually. Staff recommends approving the 2-year contract with payments in the amount of \$9,750 being due in FY 22/23 and FY 23/24.

Submitter Recommendations/Motions: Approve 2-year contract with DebtBook.

Attachments:

- DebtBook Renewal Contract
- DebtBook Quote

ORDER FORM

Fifth Asset, Inc., d/b/a DebtBook ("**DebtBook**") is pleased to provide Beaufort County, NC ("**Customer**") with the Services subject to the terms established in this Order Form. This Order Form may be modified or replaced from time to time by a subsequent Order Form duly executed and delivered by each party in connection with any Renewal Term.

The Services are subject to DebtBook's General Terms & Conditions (the "**Terms & Conditions**"), which have been provided to Customer, and the Incorporated Documents referenced in the Terms & Conditions. Each capitalized term used but not defined in this Order Form has the meaning given in the Terms & Conditions.

Order Details

Effective Date: 9/01/22

Initial Term End Date: 8/31/24

Initial Pricing Tier: Tier 2

Billing Frequency: Annually

Payment Terms: Net 30

See the DebtBook Quote for additional details

Services. Subject to the terms described in this Order Form, DebtBook will grant Customer access to the Application Services during the Initial Term described above and, if applicable, each subsequent Renewal Term. As part of the initial implementation and onboarding process, DebtBook will provide Customer with the Implementation Services. DebtBook will also provide Customer with the Support Services throughout the Term.

Fees. DebtBook will charge Customer (1) a one-time Implementation Fee for its initial Implementation Services and (2) a recurring Subscription Fee for Customer's ongoing access to the Application Services and Support Services.

Generally, DebtBook sets Fees using its standard pricing schedule for the Services based on the Customer's applicable Pricing Tier, which is based on the total number and amount of the Customer's debt, lease, and other obligations relevant to the Application Services (collectively, the "**Application Obligations**") outstanding at the time of determination.

The Initial Pricing Tier indicated above is based on Customer's good faith estimate of its Application Obligations as of the Effective Date. On each anniversary of the Effective Date, and at the beginning of any subsequent Renewal Term, the pricing tier is subject to change based on the aggregate number and amount of the Customer's Application Obligations outstanding at the time of determination.

Billing. Unless otherwise provided in the Customer Terms, all Fees will be due and payable in advance on the terms indicated above, and each invoice will be emailed to the Customer's billing contact indicated below.

Renewal Term. The Initial Term is subject to renewal on the terms set forth in the Terms & Conditions and as described in the "**Fees**" section above.

Termination. The Agreement is subject to early termination on the terms set forth in the Terms & Conditions.

Entire Agreement. By executing this Order Form, each party agrees to be bound by (1) this Order Form, (2) the Terms & Conditions, (3) the Incorporated Documents, and (4) any Customer Terms.

This Order Form, the Customer Terms, the Terms & Conditions, and the Incorporated Documents constitute the complete "Agreement" between the parties and supersede any prior discussion or representations regarding the Customer's purchase and use of the Services.

Intellectual Property. Except for the limited rights and licenses expressly granted to Customer under this Order Form and the Terms & Conditions, nothing in the Agreement grants to Customer or any third party any intellectual property rights or other right, title, or interest in or to the DebtBook IP.

Important Disclaimers & Limitations. EXCEPT FOR THE WARRANTIES SET FORTH IN THE TERMS & CONDITIONS, DEBTBOOK IP IS PROVIDED "AS IS," AND DEBTBOOK DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. IN ADDITION, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES' LIABILITIES UNDER THE AGREEMENT ARE LIMITED AS SET FORTH IN THE TERMS & CONDITIONS.

Notices. Any Notice delivered under the Agreement will be delivered to the address below each party's signature below.

Authority; Execution. Each of the undersigned represents that they are authorized to (1) execute and deliver this Order Form on behalf of their respective party and (2) bind their respective party to the terms of the Agreement. This Order Form and any other documents executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing the Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.

FIFTH ASSET, INC., D/B/A DEBTBOOK

BEAUFORT COUNTY, NC

By: _____
Name: Tyler Traudt
Title: CEO

By: _____
Name: _____
Title: _____

Notice Address

300 W. Summit Avenue, Suite 110
Charlotte, NC 28203
Attention: Chief Executive Officer
tyler.traudt@debtbook.com

Notice Address

132 West 2nd Street
Washington, NC 27889
Attention: Anita Radcliffe
anita.radcliffe@co.beaufort.nc.us

Billing Contact

132 West 2nd Street
Washington, NC 27889
Attention: Anita Radcliffe
anita.radcliffe@co.beaufort.nc.us



DebtBook Quote

Beaufort County, NC

132 West 2nd Street
Washington, NC 27889

Anita Radcliffe

Finance Officer
anita.radcliffe@co.beaufort.nc.us
(252) 946-7721

Prepared By:

DebtBook
Adam Fekini
Account Manager
adam.fekini@debtbook.com

Notice Address:

300 W. Summit Ave STE 110
Charlotte, NC 28203

Products & Services

Description	Qty	Annual Fee	Discount	Total
Subscription Charge: Tier 2 This represents the annual subscription charge your organization pays for access to the DebtBook platform. There are no additional charges - this covers unlimited users, external sharing, support and training.	1	\$9,750 Year 1	-	\$9,750 Year 1 Cost
Subscription Charge: Tier 2 This represents the annual subscription charge your organization pays for access to the DebtBook platform. There are no additional charges - this covers unlimited users, external sharing, support and training.	1	\$9,750 Year 2	-	\$9,750 Year 2 Cost

Total 2 Year Renewal Cost:

\$19,500



Beaufort County
Agenda Abstract

Meeting Date: 9/6/2022

Agenda Section: Item for Discussion

Presenter: David Francisco, County Attorney

Agenda Title: Noise Ordinance Review

Summary of Information: During the July 5, 2022, Board of Commissioners meeting the Board requested a review of the current Beaufort County Noise Ordinance (see attached).

Suggestions and discussion will be held relating to possibly updates to the Beaufort County Noise Ordinance.

Submitter Recommendations/Motions: Staff will follow the Boards direction.

Attachments:

1. Beaufort County Noise Ordinance

CHAPTER 92: NOISE

Section

- 92.01 Purpose
- 92.02 Unreasonably loud and disturbing noise
- 92.03 Enforcement
- 92.04 Effective date

- 92.99 Penalty

§ 92.01 PURPOSE.

It is the purpose of this chapter to establish an effective means of regulating and controlling sound and noise within the county to the ends that the health, safety, and welfare of the population are promoted and maintained through peace and good order, and the rights of individuals are not unreasonably restricted.

(Ord. passed 4-7-2003)

§ 92.02 UNREASONABLY LOUD AND DISTURBING NOISE.

(A) Subject to the provisions of this section, it shall be unlawful for any person or persons to make, permit, continue, or cause to be made or to create any unreasonably loud and disturbing noise including sound amplification in the county.

(B) For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

DISTURBING. Noise which is perceived by a person of ordinary sensibilities as interrupting the normal peace and calm of the area.

SOUND AMPLIFICATION. Operate or allow the operation of any sound amplification equipment so as to create sound levels exceeding 55 dBA or 65 dBC between 9:00 a.m. and 9:00 p.m. or exceeding 50 dBA or 60 dBC between 9:00 p.m. and 9:00 a.m., as measured anywhere outside of the boundary line of the person or persons making, permitting, or causing such noise. The foregoing limitations on the operation of sound amplification equipment shall not apply to special event permit issued by the county, the operation of horns, sirens, or other emergency warning devices actually being used in emergency circumstances.

UNREASONABLY LOUD. Noise which is substantially incompatible with the time and location where created to the extent that it creates an actual or imminent interference with peace or good order.

(Ord. passed 4-7-2003) Penalty, see § 92.99

§ 92.03 ENFORCEMENT.

This chapter may be enforced by injunction or other equitable relief by an action brought in the general court of justice.

(Ord. passed 4-7-2003)

§ 92.04 EFFECTIVE DATE.

This chapter shall become effective upon adoption.

(Ord. passed 4-7-2003)

§ 92.99 PENALTY.

The violation of any provision of this chapter shall constitute a misdemeanor and shall be punished by a fine up to \$500 or imprisonment of 30 days or both fine and imprisonment. Each day on which any violation of this chapter shall continue shall constitute a separate and distinct violation and offense.

(Ord. passed 4-7-2003)



Beaufort County
Agenda Abstract

Meeting Date: 9/6/2022

Agenda Section: Item for Discussion

Presenter: Brian Alligood, County Manager

Agenda Title: Strategic Plan Update

Summary of Information: Commissioner Rebholz has requested an update on the Beaufort County strategic plan.

Submitter Recommendations/Motions: Information only.

Attachments:



Beaufort County Agenda Abstract

Meeting Date: 9/6/2022

Agenda Section: Item for Decision

Presenter: Brian M. Alligood, County Manager

Agenda Title: FEMA Hazard Mitigation Grant Program MOU for Hurricane Florence

Summary of Information: Hurricane Florence, a large and slow-moving category one hurricane, made landfall during the morning of September 14, 2018. After the eye crossed Wrightsville Beach, NC at 7:15 a.m. the storm spent the next two days producing record-breaking rainfall across eastern North Carolina and a portion of northeastern South Carolina. Over 30 inches of rain were measured in a few North Carolina locations, exceeding the highest single-storm rainfall amounts ever seen in this portion of the state. Extensive flooding and associated damage occurred to many properties in Beaufort County.

At a regular meeting on January 7, 2019, the Board received a presentation from Ryan Cox, NCEM State Hazard Mitigation Officer on the availability of funds for hazard mitigation grant projects (HMGP) related to Hurricane Florence. At the same meeting, the Board approved on a 5-2 vote, with Commissioners Brinn and Richardson voting in the negative, submitting a letter of intent to FEMA and NCEM for HMGP potential properties impacted by Hurricane Florence.

At a regular meeting on May 3, 2021, the Board approved on a 7-0 vote to "opt in" to the Hazard Mitigation State Centric plan whereby the State of NC would manage future HMGP projects for Beaufort County. This plan would be at no cost to the County. The County has designated the Mid-East Commission as the agency to assist the State with any local activities related to the HMGP program. Costs related to these activities would be billed directly to the State by the Mid-East and covered by HMGP management funds.

Attached is the MOU from the State for approved HMGP project # 4393-0026. The project will acquire and demolish 31 residential structures to return the land to green space. Batch 1 consists of 19 properties within the City of Washington. The State has approved, and the City of Washington has agreed to accept these properties at the end of the project to use and maintain them as green space.

Fiscal Impact: No project costs are required to be covered by the County.

Submitter Recommendations/Motions: Approve and authorize the Finance Director to sign the attached State-Centric MOU for HMGP acquisitions related to Hurricane Florence properties and send the attached updated resolution for designation of applicant's agent.

Attachments:

1. Updated Designation of Applicant's Agent Form
2. FEMA MOU for Hurricane Florence

RESOLUTION
DESIGNATION OF APPLICANT'S AGENT
North Carolina Division of Emergency Management

Organization Name (hereafter named Organization) Disaster Number:
Beaufort County Government HMGP DR 4393 Hurricane Florence

Applicant's State Cognizant Agency for Single Audit purposes (If Cognizant Agency is not assigned, please indicate):
North Carolina Department of Crime Control and Public Safety

Applicant's Fiscal Year (FY) Start Month: July Day: 1

Applicant's Federal Employer's Identification Number
56 - 6001521

Applicant's Federal Information Processing Standards (FIPS) Number
- 37013 -

PRIMARY AGENT	SECONDARY AGENT
Agent's Name Anita Radcliffe	Agent's Name Lisa Williams
Organization Beaufort County Government	Organization Mid-East Commission
Official Position Finance Director/CFO	Official Position Disaster Recovery Specialist
Mailing Address 132 W. 2nd Street	Mailing Address 1502 N Market Street, Suite A
City, State, Zip Washington, NC 27889	City, State, Zip Washington, NC 27889
Daytime Telephone (252) 946-7721	Daytime Telephone (252) 974-1843
Facsimile Number (252) 631-0806	Facsimile Number (252) 946-5489
Pager or Cellular Number	Pager or Cellular Number

BE IT RESOLVED BY the governing body of the Organization (a public entity duly organized under the laws of the State of North Carolina) that the above-named Primary and Secondary Agents are hereby authorized to execute and file applications for federal and/or state assistance on behalf of the Organization for the purpose of obtaining certain state and federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or as otherwise available. BE IT FURTHER RESOLVED that the above-named agents are authorized to represent and act for the Organization in all dealings with the State of North Carolina and the Federal Emergency Management Agency for all matters pertaining to such disaster assistance required by the grant agreements and the assurances printed on the reverse side hereof. BE IT FINALLY RESOLVED THAT the above-named agents are authorized to act severally. PASSED AND APPROVED this 6 day of , 20 .

GOVERNING BODY	CERTIFYING OFFICIAL
Name and Title	Name Kathleen Mosher
Name and Title Frankie Waters, Chairman	Official Position Clerk to the Board
Name and Title	Daytime Telephone (252) 946-0079

CERTIFICATION

I, Kathleen Mosher, (Name) duly appointed and Clerk (Title) of the Governing Body, do hereby certify that the above is a true and correct copy of a resolution passed and approved by the Governing Body of Beaufort County Government (Organization) on the day of , 20 .

Date: Signature:

Rev. 06/02

**STATE OF NORTH CAROLINA
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF EMERGENCY MANAGEMENT**

AND

BEAUFORT COUNTY

MEMORANDUM OF AGREEMENT (MOA)

MOA# 4393-0026

DPS Fund Code: 4393NCP00000044

MOA Amount: \$ 1,603,746.00

County: Beaufort

Tax ID/EIN#: 56-6001521

DUNS #: 616168266

MOA Period of Performance: March 12, 2020 through March 12, 2023

This Memorandum of Agreement ("MOA" of "Agreement") is made on this date _____, by and between the County of Beaufort ("Municipality/County" or RECIPIENT/SUBGRANTEE), and the NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY, DIVISION OF EMERGENCY MANAGEMENT ("NCEM" or AGENCY/GRANTEE).

WHEREAS, in a letter dated June 9, 2020, the Federal Emergency Management Agency (FEMA) approved the Department of Public Safety, Division of Emergency Management State Centric Plan for DR-4393, DR-4412, and DR-4465, incorporated by reference into this Agreement as if fully set out herein, whereby the Division of Emergency Management will serve as the Grantee and perform some of the tasks of the Subgrantee for subgrantees that opt in and agree to participate in the State Centric Model;

WHEREAS, in a memorandum dated March 26, 2021, the Department of Public Safety, Division of Emergency Management notified HMGP Subgrantees regarding the Hazard Mitigation State Centric Implementation with attached State Centric Election Form for all North Carolina Sub-Applicants (Subgrantees);

WHEREAS, City/County of Beaufort completed the State Centric Election Form for all North Carolina Sub-Applicants (Subgrantees) and selected the Opt-In Section agreeing to participate in the State Centric Model this 22nd day of April, 2021;

State Centric MOA

4393-0026

Beaufort County

WHEREAS, the North Carolina Emergency Management Act, N.C.G.S. § 166A-19 et. seq. and N.C.G.S. §§ 143B-1000 and 166A-19.12(10) and (13) authorize the relationship as described herein; and

WHEREAS, the North Carolina Emergency Management Act, N.C.G.S. § 166A-19.12(25) authorizes the Division to contract for services from vendors specializing in housing elevation, acquisition, demolition, and mitigation reconstruction on private residential structures to implement the federal Hazard Mitigation Grant Program on behalf of the State or political subdivisions; and

WHEREAS, the AGENCY/GRANTEE and the RECIPIENT/SUBGRANTEE represent that it is fully qualified, possesses the requisite skills, knowledge, qualifications and experience to provide the services identified herein, and does agree to perform as described herein;

NOW, THEREFORE, the AGENCY/GRANTEE and the RECIPIENT/ SUBGRANTEE do mutually agree as follows:

(1) SCOPE OF WORK

AGENCY/GRANTEE and RECIPIENT/SUBGRANTEE shall implement the Hazard Mitigation project summarized below and as described in the approved project application (Project # 4393-0026) and in accordance with the State Centric Plan. The approved project Application and the State Centric Plan are hereby incorporated by reference into this Agreement as if fully set out herein.

Beaufort County will acquire and demolish thirty-one residential structures to return the land to green space.

Batch 1 consists of the nineteen properties listed below

Site Location:

	Address	City	State	Zip Code	Latitude	Longitude
1.	102 Heritage Drive	Washington	NC	27889	35.56277	-77.05605
2.	104 Heritage Drive	Washington	NC	27889	35.56281	-77.05605
3.	106 Heritage Drive	Washington	NC	27889	35.562874	-77.056311
4.	108 Heritage Drive	Washington	NC	27889	35.562905	-77.056397
5.	201 Heritage Drive	Washington	NC	27889	35.563305	-77.056528
6.	203 Heritage Drive	Washington	NC	27889	35.563346	-77.056622
7.	204 Heritage Drive	Washington	NC	27889	35.56291	-77.05699
8.	205 Heritage Drive	Washington	NC	27889	35.563404	-77.056799
9.	206 Heritage Drive	Washington	NC	27889	35.563517	-77.057073
10.	207 Heritage Drive	Washington	NC	27889	35.563446	-77.050690
11.	208 Heritage Drive	Washington	NC	27889	35.56298	-77.05731
12.	209 Heritage Drive	Washington	NC	27889	35.563517	-77.057073

13.	210 Heritage Drive	Washington	NC	27889	35.56301	-77.05741
14.	211 Heritage Drive	Washington	NC	27889	35.563560	-77.057157
15.	212 Heritage Drive	Washington	NC	27889	35.56310	-77.05763
16.	213 Heritage Drive	Washington	NC	27889	35.563496	-77.057446
17.	214 Heritage Drive	Washington	NC	27889	35.56325	-77.05761
18.	215 Heritage Drive	Washington	NC	27889	35.56345	-77.05757
19.	319-321 Respress Street	Washington	NC	27889	35.54582	-77.05485

Total Estimated Management Costs

\$ 25,927.00

(2) CONDITIONS

RECIPIENT/SUBGRANTEE shall:

- 1) Interface with homeowners to include but not limited to, coordination with homeowners from application intake to project completion (phone calls, updates to the homeowner, setting up appointments for contract workers to come to the home to conduct work or attending meetings regarding contract work). In accordance with the provisions of 42 U.S.C. 5155 (Section 312 of the Stafford Act) duplication of benefits is prohibited. RECIPIENT/SUBGRANTEE shall notify AGENCY/GRANTEE of the existence of any insurance coverage for the costs identified in the approved project application, and of any entitlement to or recovery of funds from any other source for the project costs, including Small Business Administration funding, Minimum Home Repair funds and other Federal, State and private funding.
- 2) Coordinate with local leaders and community government officials including but not limited to, answering routine questions and updates locally, forwarding questions to the State if needed and coordinating meetings with the State and local leadership.
- 3) Coordinate with the AGENCY/GRANTEE, Contractors and homeowners as needed.

4) RECIPIENT/SUBGRANTEE shall take part in all pre-construction, pre-project and project update meetings with the contractor and the State to ensure they are fully briefed on all aspects of the project and can provide estimated timelines to their leadership and homeowners participating in the project. In order to complete the project before the end of the period of performance established by FEMA in the FEMA award letter, RECIPIENT/SUBGRANTEE shall provide its Project Management Schedule to the AGENCY/GRANTEE that outlines RECIPIENT/SUBGRANTEE's plan for completion and that track and demonstrate completion of each task listed in the approved FEMA application by the timeframe listed in the approved FEMA application.

The AGENCY/GRANTEE may require additional reports as needed. The RECIPIENT/ SUBGRANTEE shall, as soon as possible, provide any additional reports or documentation requested by the AGENCY/GRANTEE. The AGENCY/ GRANTEE contact will be the Division of Emergency Management Hazard Mitigation Grant Program Project Manager or Hazard Mitigation Specialist for all reports and requests for reimbursement.

5) RECIPIENT/SUBGRANTEE shall be present at all closings (if an acquisition project) in order to take title and possession of the properties acquired in the project and maintain and utilize the properties in open space in perpetuity. RECIPIENT/SUBGRANTEE shall insure compliance with the Deed Restrictions and flood insurance requirements for the properties.

6) Submit monthly reimbursement requests of billable hours spent conducting the above tasks to the AGENCY/GRANTEE. Reimbursement request will be made through the EM Grants or other approved management online system. Each reimbursement at a minimum must include:

- **County Point Of Contact's (POC) Name**
- **Task Being charged for (to include property address)**
- **Rate for POC**
- **Number of hours being reimbursed**

To receive funds under this agreement, RECIPIENT/ SUBGRANTEE shall complete the Designated Agent Form and forward it to the appropriate Division of Emergency Management Hazard Mitigation Grant Program Project Manager or Hazard Mitigation Specialist. If RECIPIENT/ SUBGRANTEE designates different representatives or designated agents, RECIPIENT/ SUBGRANTEE shall notify AGENCY/GRANTEE.

7) A standardized form will be used in the submission for these funds against RECIPIENT/SUBGRANTEE Management Costs.

AGENCY/GRANTEE shall:

- 1) Provide oversight to all contract work and be the initial point of contact for the RECIPIENT/SUBGRANTEE to get answers to questions on behalf of homeowners or local leadership.
- 2) Process reimbursement requests for all billable time of the RECIPIENT/SUBGRANTEE . If a reimbursement is returned for lack of information or documentation, Hazard Mitigation (HM) Section Project Managers (PM) will contact RECIPIENT/SUBGRANTEE POC to discuss what is missing so corrections can be timely made and resubmitted for payment. RECIPIENT/SUBGRANTEE must submit complete documentation acceptable to the AGENCY/GRANTEE to receive reimbursement.
- 3) AGENCY/GRANTEE HM Section Leadership will be available to meet with county leadership if any questions about the project need to be answered in a public forum. RECIPIENT/SUBGRANTEE POC should notify HM Section Leadership as far in advance as possible so schedules can be worked out to attend county meetings.
- 4) AGENCY/GRANTEE HM Section will coordinate contracts related to this project, review Cost Reports for invoices incurred, and review and approve eligible expenses against project.
- 5) AGENCY/GRANTEE HM Section will set up the **Project Kick-Off Meeting** with RECIPIENT/SUBGRANTEE and Contractor to review the project budget, project scope of work, project timelines/milestones and associated roles and responsibilities between AGENCY/GRANTEE, RECIPIENT/SUBGRANTEE, and Contractors.

(3) BUDGET AND FUNDING

AGENCY/GRANTEE, RECIPIENT/SUBGRANTEE, will review Cost Reports for invoices incurred, and review and approve eligible expenses against project DR-4393-0023-R, which is a sub-award in the Cost Center 2D530076.

Budget Information

Total: **\$ 1,629,673.00**

HMGP funding shall only be used for those items specified in the scope of work referenced above.

(4) **COMPENSATION**

1) NCEM will provide the management cost funds to RECIPIENT/SUBGRANTEE as allowed in section 5C2 of the State Centric Plan from the allocation provided by FEMA for sub-recipient management costs in Award Letter dated May 21, 2021.
Any funds not expended by the end of the period of performance are subject to de-obligation provisions of Paragraph five (5) below.

(5) **DEOBLIGATION**

Pursuant to Paragraph 11 herein and the applicable federal regulations, including but may not be limited to, 2 CFR 200.338, 200.339, 200.345, 200.346, NCEM must disallow or de-obligate all remaining SUB-RECIPIENT Management costs at the end of the project's period of performance.

(6) **REIMBURSEMENT**

All costs must be verified through time sheets and other appropriate documentation, which document the employee's name, hours worked in support of this grant, specified in detail in paragraph two (2) "**Conditions**"; the tasks performed on each property, and the employee's pay rate. Payment shall be submitted to the RECIPIENT/SUBGRANTEE after receipt of properly completed Requests for Reimbursement through EM Grants, within thirty (30) days after receipt of completed time sheets.

(7) **INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES**

RECIPIENT/SUBGRANTEE and the AGENCY/GRANTEE shall be governed by applicable State and Federal laws, rules, regulations, guidance, and policies.

(8) **MODIFICATION OF CONTRACT**

Either party may request modification of the provisions of this Agreement. Changes, which are mutually agreed upon, shall be valid only when reduced in writing, duly signed by each of the parties hereto, and attached in the original of this Agreement.

(9) **RECORD KEEPING AND AUDITS**

All financial and programmatic records, supporting documents statistical records and other records of AGENCY/GRANTEE and RECIPIENT/ SUBGRANTEE shall be retained pursuant to 2 C.F.R. Part 200, 09 NCAC Part 3M, and the applicable Records Retention Schedule. All original records pertinent to this Agreement shall be retained by the AGENCY/GRANTEE and

RECIPIENT/SUBGRANTEE for five years following the date of termination of this Agreement or of submission of the final closeout report or the applicable Records Retention Schedule, whichever is later, with the following exceptions:

If any litigation, claim or audit is started before the expiration of the five-year period and extends beyond the five-year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.

The RECIPIENT/SUBGRANTEE, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the AGENCY/GRANTEE, its employees, and agents. "Reasonable" shall be construed according to the circumstances but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the AGENCY/GRANTEE.

The AGENCY/GRANTEE and RECIPIENT/SUBGRANTEE agree to maintain financial procedures and support documents and to establish and maintain a proper accounting system to record expenditures of disaster assistance funds in accordance with generally accepted accounting principles or as directed by the Governor's Authorized Representative, to account for the receipt and expenditure of funds under this Agreement. If applicable, AGENCY/GRANTEE and RECIPIENT/ SUBGRANTEE shall conduct audit(s) pursuant to the Single Audit Act of 1984, 31 U.S.C. §7501 et. seq., 44 C.F.R. Part 14, OMB Circular A-133, "Audits of States, Local Governments, and Non-profit Organizations," for awards prior to December 26, 2014, 2 C.F.R. Part 200 and applicable North Carolina laws, rules and regulations. Further, RECIPIENT/SUBGRANTEE must provide a hard copy of the Single Audit Report within sixty (60) days of the close of its fiscal year. Otherwise, pursuant to 2 CFR 200.338, the AGENCY/GRANTEE may withhold or suspend payments under any grant award.

The RECIPIENT/SUBGRANTEE shall also provide the AGENCY/GRANTEE with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

If applicable, the RECIPIENT/SUBGRANTEE shall provide the AGENCY/GRANTEE with an annual financial audit report. The annual financial audit report shall include all management letters and the RECIPIENT/SUBGRANTEE'S response to all findings, including corrective actions to be taken.

In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not spent in accordance with the conditions of this

Agreement, the RECIPIENT/SUBGRANTEE shall be held liable for reimbursement to the AGENCY/GRANTEE of all funds not spent in accordance with the applicable regulations and Agreement provisions within thirty (30) days after the AGENCY/GRANTEE has notified the RECIPIENT/SUBGRANTEE of such non-compliance.

(10)

LIABILITY

- (a) Nothing in this Agreement, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this Agreement. This Agreement does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This Agreement is intended for the sole and exclusive benefit of the parties hereto. This Agreement is not made for the benefit of any third person or persons. No third party may enforce any part of this Agreement or shall have any rights hereunder. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement.
- (b) Except as otherwise provided in subparagraph (c) below, the RECIPIENT/SUBGRANTEE shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall save the AGENCY/GRANTEE harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, RECIPIENT/SUBGRANTEE agrees that it is not an employee or agent of the AGENCY/GRANTEE, but is an independent contractor.
- (c) RECIPIENT/SUBGRANTEE that is a state agency or subdivision, agrees to be fully responsible for its own negligent acts or omissions or tortious acts. Nothing herein is intended to serve as a waiver of sovereign immunity by AGENCY/GRANTEE or any RECIPIENT/ SUBGRANTEE to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of North Carolina to be sued by third parties in any matter arising out of any contract.

(11)

DEFAULT: REMEDIES: TERMINATION/OPT OUT

- (a) If any of the following events occur ("Events of Default"), all obligations on the part of the AGENCY/GRANTEE to make any further payment of funds hereunder shall, if the AGENCY/ GRANTEE so elects, terminate, and the AGENCY/GRANTEE may at its option exercise any of its remedies set forth herein, but the AGENCY/GRANTEE may make any payments or parts of payments after the happening of any Events of

Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment:

1. If any warranty or representation made by the RECIPIENT/ SUBGRANTEE in this Agreement or any previous Agreement with the AGENCY/GRANTEE shall at any time be false or misleading in any respect, or if the RECIPIENT/SUBGRANTEE shall fail to keep, observe or perform any of the terms or covenants contained in this Agreement or any previous agreement with the AGENCY/ GRANTEE and has not cured such in timely fashion, or is unable or unwilling to meet its obligations thereunder;
 2. If any material adverse change shall occur in the financial condition of the RECIPIENT/SUBGRANTEE at any time during the term of this Agreement from the financial condition revealed in any reports filed or to be filed with the AGENCY/GRANTEE, and the RECIPIENT/ SUBGRANTEE fails to cure said material adverse change within thirty (30) days from the time the date written notice is sent by the AGENCY/GRANTEE;
 3. If any reports required by this Agreement have not been submitted to the AGENCY/GRANTEE or have been submitted with incorrect, incomplete or insufficient information;
 4. If the necessary funds are not available to fund this agreement as a result of action by the United States Congress, the N.C. General Assembly, or the Office of State Budget and Management.
- (b) Upon the happening of an Event of Default, then the AGENCY/ GRANTEE may, at its option, upon written notice to the RECIPIENT/ SUBGRANTEE and upon the RECIPIENT/ SUBGRANTEE's failure to timely cure, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of the following remedies shall not preclude the AGENCY/GRANTEE from pursuing any other remedies contained herein or otherwise provided at law or in equity:
1. Terminate this Agreement, provided that the RECIPIENT/ SUBGRANTEE is given at least fifteen (15) days prior written notice of such termination. The notice shall be effective when placed in the United States mail, first class mail, postage prepaid, by registered or certified mail return receipt requested, to the address set forth in paragraph (12) herein;
 2. Commence an appropriate legal or equitable action to enforce performance of this Agreement;

3. Withhold or suspend payment of all or any part of a request for payment;
 4. Exercise any other rights or remedies which may otherwise be available under law.
- (c) The AGENCY/GRANTEE may terminate this Agreement for cause upon such written notice to RECIPIENT/SUBGRANTEE of such termination and specifying the effective date thereof, at least one (1) day before the effective date of termination. Cause shall include, but not be limited to, misrepresentation in the grant application, misuse of funds; fraud; lack of compliance with applicable rules, laws and regulations; failure to perform in a timely manner, and refusal by the RECIPIENT/SUBGRANTEE to permit public access to any document, paper, letter, or other material subject to disclosure under N.C. General Statutes.
- (d) Suspension or termination constitutes final AGENCY/GRANTEE action. Notification of suspension or termination shall include notice of administrative hearing rights and time frames.
- (e) The RECIPIENT/SUBGRANTEE shall return funds to the AGENCY/GRANTEE if found in non-compliance with laws, rules, regulations governing the use of the funds or this Agreement.
- (f) Notwithstanding the above, the RECIPIENT/SUBGRANTEE shall not be relieved of liability to the AGENCY/GRANTEE by virtue of any breach of Agreement by the RECIPIENT/SUBGRANTEE. The AGENCY/GRANTEE may, to the extent authorized by law, withhold any payments to the RECIPIENT/SUBGRANTEE for purpose of set-off until such time as the exact amount of damages due the AGENCY/GRANTEE from the RECIPIENT/ SUBGRANTEE is determined.

(12) **OTHER PROVISIONS**

- (a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the RECIPIENT/SUBGRANTEE, in the Application, in any subsequent submission or response to the AGENCY/GRANTEE request, or any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference into this Agreement as if fully set out herein. The lack of accuracy thereof or any material changes shall, at the option of the AGENCY/GRANTEE and with thirty (30) days written notice to the RECIPIENT/SUBGRANTEE, cause the termination of this Agreement

and the release of the AGENCY/ GRANTEE from all its obligations to the RECIPIENT/ SUBGRANTEE.

- (b) This Agreement shall be construed under the laws of the State of North Carolina and venue for any actions arising out of this Agreement shall be filed in State Court in Wake County, North Carolina. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this Agreement.
- (c) No waiver by the AGENCY/GRANTEE of any right or remedy granted hereunder or failure to insist on strict performance by the RECIPIENT/ SUBGRANTEE shall affect or extend or act as a waiver of any other right or remedy of the AGENCY/GRANTEE hereunder, or affect the subsequent exercise of the same right or remedy by the AGENCY/GRANTEE for any further or subsequent default by the RECIPIENT/SUBGRANTEE. Any power of approval or disapproval granted to the AGENCY/GRANTEE under the terms of this Agreement shall survive the terms and life of this agreement as a whole.

(13) **SUBCONTRACTS**

- (a) If RECIPIENT/SUBGRANTEE subcontracts any or all of the tasks or work required under this Agreement, the RECIPIENT/SUBGRANTEE agrees to include in the subcontract that the subcontractor is bound by the terms and conditions of this Agreement with the AGENCY/GRANTEE.
- (b) The RECIPIENT/SUBGRANTEE agrees to include in the subcontract that the subcontractor shall hold the AGENCY/GRANTEE and RECIPIENT/ SUBGRANTEE harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.
- (c) If the RECIPIENT/SUBGRANTEE subcontracts, a copy of the executed subcontract must be forwarded to the AGENCY/GRANTEE within ten (10) days of execution of said subcontract.
- (d) Contractual arrangement shall in no way relieve the RECIPIENT/ SUBGRANTEE of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state and federal requirements.

(14) **TERMS AND CONDITIONS**

This Agreement and any exhibits and amendments annexed hereto and any documents incorporated specifically by reference represents the entire Agreement between the parties and supersedes all prior oral and written statements or agreements.

(15) **STANDARD CONDITIONS**

The AGENCY/GRANTEE and the RECIPIENT/SUBGRANTEE agree to be bound by the following standard conditions:

- (a) The State of North Carolina and AGENCY/GRANTEE's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the North Carolina General Assembly and is contingent upon Congress providing Hazard Mitigation Grant Program funds for projects.
- (b) If otherwise allowed under this Agreement, extension of an agreement for contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial agreement.
- (c) If RECIPIENT/SUBGRANTEE requires an extension of the current Period of Performance (POP) for this project, then RECIPIENT/SUBGRANTEE must prepare and submit a Request For Extension to the State Hazard Mitigation Officer no later than ninety (90) days prior to the expiration of the POP for this award. The Request for Extension must be on letterhead, provide all the required information outlined in Part VI, Paragraph D.4.1 Extensions (pg. 86-87) in the Hazard Mitigation Guidance (February 2015) and signed by the DA.
- (d) The AGENCY/GRANTEE reserves the right to unilaterally cancel this Agreement for refusal by the RECIPIENT/SUBGRANTEE to allow public access to all documents, papers, letters or other material subject to the provisions of the N.C. General Statutes and made or received by the RECIPIENT/SUBGRANTEE in conjunction with the Agreement.

(16) **LOBBYING PROHIBITION**

No funds or other resources received from the AGENCY/GRANTEE in connection with this Agreement may be used directly or indirectly to influence legislation or any other official action by the N.C. General Assembly or any state department. RECIPIENT/SUBGRANTEE shall comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352 (as amended). If applicable, RECIPIENT/SUBGRANTEE must sign and submit to the AGENCY/GRANTEE

the Certification Regarding Lobbying, attached as Attachment B, and incorporated by reference herein.

(17) **DEBARMENT AND SUSPENSION**

RECIPIENT/SUBGRANTEE certifies that it:

- (1) Is not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from participating in Federal or State grants or awards by any Federal or State department or agency; and
- (2) Has not within a three-year period preceding this contract been convicted of or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) above; and,
- (4) Has not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

(18) **LEGAL AUTHORIZATION**

The RECIPIENT/SUBGRANTEE certifies with respect to this Agreement that it possesses the legal authority to receive the funds to be provided under this Agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Agreement with all covenants and assurances contained herein. The RECIPIENT/SUBGRANTEE also certifies that the undersigned possesses the authority to legally execute and bind RECIPIENT/SUBGRANTEE to the terms of this Agreement.

(19) **ASSURANCES**

The RECIPIENT/SUBGRANTEE shall comply with the requirements in the applicable Assurances form, incorporated by reference into this Agreement as if fully set out herein.

(20) **FEMA REQUIRED CONTRACT PROVISIONS**

The RECIPIENT/SUBGRANTEE shall comply with the applicable FEMA Required Contract Provisions, attached as Attachment A and incorporated by reference into this Agreement as if fully set out herein.

(21) **HAZARD MITIGATION PLAN**

If RECIPIENT/SUBGRANTEE is a local governmental entity, RECIPIENT/SUBGRANTEE shall complete, adopt, and update an all-hazards mitigation plan in a manner satisfactory to the State Hazard Mitigation Officer and in accordance with FEMA and State requirements including but may not be limited to, 44 C.F.R. 201.6, 44 CFR 201.3, and N.C.G.S. 166A-19.41. The all-hazards mitigation plan shall be developed in accordance with the minimum criteria for local hazard mitigation plans as determined by the AGENCY/GRANTEE. The minimum criteria are incorporated by reference into this Agreement as if fully set out herein.

IN WITNESS WHEREOF, the AGENCY/GRANTEE and the RECIPIENT/SUBGRANTEE have each executed this Agreement, this the _____ day of _____, 2022.

CONTRACTING AGENCY
DIVISION OF EMERGENCY MANAGEMENT
DEPARTMENT OF PUBLIC SAFETY

WITNESS:

BY: _____
WILLIAM C. RAY, DIRECTOR
DIVISION OF EMERGENCY MANAGEMENT
DATE _____

WITNESS:

BY: _____
CASANDRA S. HOEKSTRA
CHIEF DEPUTY SECRETARY ADMINISTRATION
DEPARTMENT OF PUBLIC SAFETY
DATE _____

WITNESS:

BY: _____
ANITA RADCLIFFE
FINANCE DIRECTOR / CFO
FEDERAL EMPLOYER I.D. # 56-6001521
DATE _____

APPROVED AS TO PROCEDURES:

BY: Sharon Marsalis
SHARON MARSALIS, INTERIM BUDGET
DIRECTOR
DEPARTMENT OF PUBLIC SAFETY
DATE 7/15/2022 | 10:39:24 EDT

APPROVED AS TO FORM SUBJECT TO EXECUTION BY CASANDRA S. HOEKSTRA, CHIEF DEPUTY SECRETARY OF THE DEPARTMENT OF PUBLIC SAFETY.

DEPARTMENT OF PUBLIC SAFETY

BY: Will Polk
DEPUTY GENERAL COUNSEL

ATTACHMENT A: FEMA REQUIRED CONTRACT PROVISIONS, FEMA RULES AND REGULATIONS (2 CFR Part 200, Appendix II)

To the extent applicable, the following are the requirements that RECIPIENT/SUBGRANTEE must agree to in order to be awarded any contract under this MOA. If RECIPIENT/SUBGRANTEE is unwilling to meet any of these requirements, RECIPIENT/SUBGRANTEE's submittal shall not be considered.

1. **No governmental non-competes.** RECIPIENT/SUBGRANTEE shall not impose or enforce any non-competition agreement upon the employees included in RECIPIENT/SUBGRANTEE's proposal that would prevent those employees from accepting any offer of employment from the State of North Carolina outside of the first Term of the Contract. By executing this MOA the RECIPIENT/SUBGRANTEE affirms this condition, as directed in **Section 6. Selection Criteria** of this MOA. This affirmation is a material condition for the State's award of any work under this MOA.
2. **Program Monitoring.** RECIPIENT/SUBGRANTEE agrees to assist and cooperate with the Federal grantor agency and State or their duly designated representatives in the monitoring of the project or projects to which this contract relates, and to provide in form and manner approved by STATE such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.
3. **Termination for Cause.** If through any cause, RECIPIENT/SUBGRANTEE shall fail to fulfill in a timely or proper manner any obligations under this Contract, or if RECIPIENT/SUBGRANTEE shall violate any of the covenants, agreements, or stipulations of the Contract, State shall thereupon have the right to terminate this Contract by giving written notice to RECIPIENT/SUBGRANTEE of such termination and specifying the effective date of such termination. Unless a shorter time is determined by State to be necessary, State shall effect termination according to the following procedure:
 - a. **Notice to Cure.** State shall give written notice of the conditions of default, setting for the ground or grounds upon which such default is declared ("Notice to Cure"). The RECIPIENT/SUBGRANTEE shall have ten (10) days from receipt of the Notice to Cure or any longer period that is set forth in the Notice to Cure to cure the default.
 - b. **Notice of Termination.** If the conditions set forth in the Notice to Cure are not cured within the period set forth in the Notice to Cure, State may terminate the Contract, in whole or in part. State shall give the RECIPIENT/SUBGRANTEE written notice of such termination ("Notice of Termination"), specifying the applicable provision(s) under which the Contract is terminated and the effective date of the termination.
 - c. In such event, all finished or unfinished documents, data, studies, and reports prepared by RECIPIENT/SUBGRANTEE entitle RECIPIENT/SUBGRANTEE's receipt of just and equitable compensation for any satisfactory work completed on such documents. Notwithstanding the above, RECIPIENT/SUBGRANTEE shall not be relieved of liability to State for damage sustained to State by virtue of any breach of this Contract by RECIPIENT/SUBGRANTEE. State may withhold any payments to RECIPIENT/SUBGRANTEE for the purpose of set off until such time as the exact amount of damages due State from RECIPIENT/SUBGRANTEE is determined.
4. **Funding Contingency.** The awarded Contract may be suspended and/or terminated without liability to the State if any grant is suspended or terminated, and unless and until the State receives funds in an amount that is deemed sufficient to enable it to fund the Contract awarded, the State is under no obligation to make any payments to the RECIPIENT/SUBGRANTEE.

5. **Equal Employment Opportunity.** During the performance of this contract, the RECIPIENT/SUBGRANTEE agrees as follows:

- a. The RECIPIENT/SUBGRANTEE will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The RECIPIENT/SUBGRANTEE will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The RECIPIENT/SUBGRANTEE agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b. The RECIPIENT/SUBGRANTEE will, in all solicitations or advertisements for employees placed by or on behalf of the RECIPIENT/SUBGRANTEE, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The RECIPIENT/SUBGRANTEE will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the RECIPIENT/SUBGRANTEE's legal duty to furnish information.
- d. The RECIPIENT/SUBGRANTEE will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the RECIPIENT/SUBGRANTEE's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The RECIPIENT/SUBGRANTEE will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The RECIPIENT/SUBGRANTEE will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- g. In the event of the RECIPIENT/SUBGRANTEE's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the RECIPIENT/SUBGRANTEE may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The RECIPIENT/SUBGRANTEE will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or RECIPIENT/SUBGRANTEE. The RECIPIENT/SUBGRANTEE will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a RECIPIENT/SUBGRANTEE becomes involved in, or is threatened with, litigation with a subcontractor or RECIPIENT/SUBGRANTEE as a result of such direction by the administering agency, the RECIPIENT/SUBGRANTEE may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of RECIPIENT/SUBGRANTEES and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a RECIPIENT/SUBGRANTEE debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon RECIPIENT/SUBGRANTEES and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant

(contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

6. **Anti-Discrimination.** RECIPIENT/SUBGRANTEE will comply with the following clauses: Titles VI and VII of the Civil Rights Act of 1964 (PL 88-352), and the regulations issued pursuant thereto (prohibiting discrimination on the basis race, color, national origin and ensuring that individuals are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age); Title IX of the Education Amendments of 1972 (codified as amended at 20 U.S.C. § 1681 et seq.) (prohibiting discrimination on the basis of sex); Titles I, II, III, IV, and V of the Americans with Disability Act of 1990 (prohibiting discrimination on the basis of disability); Section 504 of the Rehabilitation Act of 1973 (codified as amended at 29 U.S.C. § 794) (prohibiting discrimination on the basis of handicap); the Age Discrimination Act of 1975 (codified as amended at 42 U.S.C. § 6101 et seq.) (prohibiting age discrimination); Executive Order 11063 as amended by Executive Order 2259; and Section 109 of the Housing and Community Development Act of 1974, as amended.

7. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).**

Compliance with the Contract Work Hours and Safety Standards Act.

- a. *Overtime requirements.* No RECIPIENT/SUBGRANTEE or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in 29 CFR §5.5(b)(1), the RECIPIENT/SUBGRANTEE and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such RECIPIENT/SUBGRANTEE and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in 29 CFR §5.5(b)(1), in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR §5.5(b)(1).
- c. *Withholding for unpaid wages and liquidated damages.* State shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the RECIPIENT/SUBGRANTEE or subcontractor under any such contract or any other Federal contract with the same prime RECIPIENT/SUBGRANTEE, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime RECIPIENT/SUBGRANTEE, such sums as may be determined to be necessary to satisfy any liabilities of such RECIPIENT/SUBGRANTEE or subcontractor for

unpaid wages and liquidated damages as provided in the clause set forth in 29 CFR §5.5(b)(2).

- d. *Subcontracts.* The RECIPIENT/SUBGRANTEE or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of 29 CFR §5.5 and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime RECIPIENT/SUBGRANTEE shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR §5.5(b)(2) through (4).

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT.

Clean Air Act

- a. The RECIPIENT/SUBGRANTEE agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The RECIPIENT/SUBGRANTEE agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the National Oceanic and Atmospheric Administration, and the appropriate Environmental Protection Agency Regional Office.
- c. The RECIPIENT/SUBGRANTEE agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- a. The RECIPIENT/SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The RECIPIENT/SUBGRANTEE agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the National Oceanic and Atmospheric Administration, and the appropriate Environmental Protection Agency Regional Office.
- c. The RECIPIENT/SUBGRANTEE agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. Debarment and Suspension.

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the RECIPIENT/SUBGRANTEE is required to verify that none of the RECIPIENT/SUBGRANTEE's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- b. The RECIPIENT/SUBGRANTEE must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by State. If it is later determined that the RECIPIENT/SUBGRANTEE did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The RECIPIENT/SUBGRANTEE agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (as Amended).

RECIPIENT/SUBGRANTEES who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification. If applicable, RECIPIENTS/SUBGRANTEES must sign and submit to the RECIPIENT/SUBGRANTEE the certification in Attachment B.

11. Procurement of Recovered Materials.

- a. In the performance of this contract, the RECIPIENT/SUBGRANTEE shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - Competitively within a timeframe providing for compliance with the contract performance schedule;
 - Meeting contract performance requirements; or
 - At a reasonable price.
- b. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- c. The RECIPIENT/SUBGRANTEE also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

- 12. **Women and Minority Owned Businesses.** 2 C.F.R. § 200.321 requires that all necessary affirmative steps are taken by the State and RECIPIENT/SUBGRANTEE to assure that minority and women's businesses are used when possible, and N.C. Gen. Stat. 143-128.2 establishes

a ten percent (10%) goal for participation by minority and women owned businesses in total value of work performed for the State.

13. Access to Records. The following access to records requirements apply to this contract:

- a. The RECIPIENT/SUBGRANTEE agrees to provide State, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the RECIPIENT/SUBGRANTEE which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. The RECIPIENT/SUBGRANTEE agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The RECIPIENT/SUBGRANTEE agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract.
- d. In compliance with the Disaster Recovery Act of 2018, State and the RECIPIENT/SUBGRANTEE acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
- e. RECIPIENT/SUBGRANTEE agrees to allow the departments and agencies of the State of North Carolina, FEMA, the Comptroller General of the United States, and any of their duly authorized representatives access to any books, documents, papers, and records of RECIPIENT/SUBGRANTEE which are directly pertinent to the NCEM Program for the purpose of making audits, examinations, excerpts, and transcriptions.

14. Records Retention. All records required to be kept on the project shall be maintained for at least five (5) years after final payments and until all other pending matters under the grant for this project have been closed. However, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the five (5) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the five (5) year period, whichever is later.

15. Energy Efficiency. All participants in the projects funded hereby shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163).

16. Personnel. RECIPIENT/SUBGRANTEE represents that it has, or will secure at its own expense, all personnel required in performing the work under this Contract. Such personnel shall not be employees of or have any contractual relationship with State. All of the work required hereunder will be performed by RECIPIENT/SUBGRANTEE or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and State law to perform such work. No person who is serving a sentence in penal or correctional institution shall be employed to work under this Contract.

17. **Program Fraud and False or Fraudulent Statements or Related Acts.** RECIPIENT/SUBGRANTEE acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the Contract.
18. **No Obligation by Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, RECIPIENT/SUBGRANTEE, or any other party pertaining to any matter resulting from the contract.
19. **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The RECIPIENT/SUBGRANTEE will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.
20. **DHS, Seal, Logo, and Flags.** The RECIPIENT/SUBGRANTEE shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
21. **Davis-Bacon Act.** If applicable, Compliance with the Davis-Bacon Act.
- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The RECIPIENT/SUBGRANTEE shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
 - b. RECIPIENT/SUBGRANTEE are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
 - c. Additionally, RECIPIENT/SUBGRANTEE are required to pay wages not less than once a week.
22. **Copeland Anti-Kickback Act.** If applicable, Compliance with the Copeland "Anti-Kickback" Act.
- a. RECIPIENT/SUBGRANTEE. The RECIPIENT/SUBGRANTEE shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
 - b. Subcontracts. The RECIPIENT/SUBGRANTEE or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
 - c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

23. **System for Awards Management.** Vendor shall be responsible to ensure that it has checked the federal System for Awards Management (SAM) <https://www.sam.gov/SAM/> and the State Debarred Vendors Listing, <https://ncadmin.nc.gov/documents/nc-debarred-vendors> to verify that Contractors or sub-Recipients have not been suspended or debarred from doing business with federal or State government.

ATTACHMENT B: CERTIFICATION REGARDING LOBBYING (Appendix A, 44 C.F.R. Part 18)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The RECIPIENT/SUBGRANTEE, Anita Radcliffe, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the RECIPIENT/SUBGRANTEE understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of RECIPIENT/SUBGRANTEE's Authorized Official
ANITA RADCLIFFE, FINANCE DIRECTOR / CFO
Name and Title of RECIPIENT/SUBGRANTEE's Authorized Official

Date

ATTACHMENT C: SUBRECIPIENT MANAGEMENT COSTS
REIMBURSEMENT

[illegible]

ATTACHMENT D: BEST PRACTICES: ACQUISITION, DEMOLITION, AND DEBRIS REMOVAL STIPULATIONS FOR HMGP PROJECTS

North Carolina, Hurricane Florence (2/20/2019)

General Approach to Minimize Impact to Soil:

- o Major demolition activities, including placement of vehicles and equipment, must be confined to areas where soils have been previously disturbed as exemplified by surface grading and utility trenching.
- o When vehicles or heavy equipment are not in use, they shall be staged on hard or firm surfaces. Paved surfaces, if available within the project site limits, shall be used to the fullest extent possible.
- o Vehicles and heavy equipment must work from paved or hard surfaces to avoid soil compaction and/or sinking into soft soils. If necessary, use mud mats, access mats, or high traction construction mats (e.g., timber, rubber) when operating on soft soils.
- o Whenever possible, use tracked vehicles to reduce soil disturbance and minimize soil compaction.
- o Excavation and burial of debris on site is prohibited.

Activity Specific Guidelines:

o Debris Removal

- Avoid removal of trees. Instead cut trunks to ground level and leave root balls in place. Removal of uprooted trees and woody debris from historic landscapes, historic parks, undisturbed ground, and historic districts (but not along public rights-of-way) requires additional historic review. Removal of standing trees will require consultation with United States Fish and Wildlife Raleigh, NC office.

o Demolition

Foundation Removal

- Removal of all structure foundation and basement walls to at least one (1) foot below the finish grade of the site. Excavation will be limited to within two (2) feet of the foundation perimeter.

Slab/Driveway/Sidewalk Removal

- Limit excavation to private property: within one (1) foot of the slab/driveway/sidewalk perimeter, and not more than one (1) foot below the depth of the asphalt/concrete to minimize soil disturbance.

Oil Tank Location/Removal

- Locate an underground storage tank (UST) (e.g., heating oil tank) using approved methods, which include using a magnetometer, probe, or GPR system. Trenches are not permitted.
- The Applicant is required to close an abandoned UST by having it cleaned to remove residual materials (hazardous waste) and then backfilled with clean certified fill (e.g., dry sand, gravel, or concrete) or digging-up and removing the tank (removing any contaminated soil in the process). The contractor will limit potential soil disturbance that may include using smaller machines with two (2) foot wide buckets.

Septic Tanks

- In septic tank decommissioning, the tank shall be disconnected from the main drain of the house and any waste pumped out by tanker. The old tank is either completely removed or, if left in place, disinfected, several holes punched into the bottom, and tank filled using clean, suitable fill (sand, gravel, soil) and its cover and lid securely fastened. If removed, the contractor will limit potential soil disturbance and dispose of the old tank at a licensed or permitted waste disposal facility. The hole shall be filled with clean dirt, gravel or other acceptable material. The area must be graded and vegetative cover established.

o Utility Lines

- Abandoned utility lines (e.g., water, sewer, natural gas) shall be disconnected and capped to meet safety or local code requirements. In cases where there are no shut-off valves, limited excavation within the utility rights-of-way is allowed to cap these service lines.

o Cemetery Buffer Zone

- Allow a 25 ft. buffer zone around cemeteries for all demolition projects.

Treatment of Unanticipated Discoveries:**o Archaeological Materials/Human Remains**

- If human remains or archaeological features (e.g., middens, refuse/storage pits, privies, wells, cisterns) are uncovered during ground disturbing activities, work shall stop immediately in the vicinity of the discovery and all measures taken to avoid or minimize harm to the finds. The applicant will ensure that the archaeological discovery is secured in place, access to the sensitive area restricted, and all measures taken to avoid further disturbance. The applicant's contractor will immediately notify the applicant of the discovery, with the applicant contacting the Office of State Archaeology (OSA)/SHPO/THPO and FEMA within 24 hours of the discovery. The documentation will be used by the agencies only for identification purposes and not duplicated or shared (remain confidential in accordance with 36 CFR § 800.11(c)). Work in the vicinity of the discovery may not resume until FEMA has completed consultation with OSA/SHPO,

Tribes, and other consulting parties as necessary – whether the discovery warrants additional examination and how to proceed in accordance with 36 CFR § 800.

- If human remains are encountered during permitted activities, all work shall stop, and OSA/ SHPO/THPO and FEMA contacted immediately. In cases where human remains are determined to be Native American, FEMA shall consult with the appropriate Tribal representative(s), State Archaeologist and the Executive Director of the North Carolina Commission of Indian Affairs, and SHPO. Additionally, FEMA shall follow the guidelines outlined in the ACHP's "Policy Statement Regarding the Treatment of Burial Sites, Human Remains, and Funerary Objects" (February 23, 2007) and any State-specific policies that may be enforced.

Asbestos Abatement Requirements:

- An asbestos survey is required for each property to determine the presence of asbestos prior to conducting a Hazard Mitigation and/or Public Assistance Project.
- Could be financially prudent for sub-grantee to contract all surveys within their area to one contractor. This allows for seamless transition.
- Asbestos surveys can only be conducted by North Carolina accredited asbestos inspectors.
- All suspect friable and non-friable asbestos containing building materials (ACBM) must be tested for asbestos content. Any material having laboratory results greater than 1% asbestos is considered asbestos-containing.
- **The notification form, DHHS 3768, "Asbestos Permit Application and Notification for Demolition/Renovation" is required to be submitted to the HHCU before renovation/demolition activities begin that would involve the removal of at least 160 square feet, 260 linear feet or 35 cubic feet of friable/regulated asbestos. This form is required ten working days before the renovation/demolition activity can begin. Even if no asbestos was identified during the asbestos survey, this form is still required ten working days before the demolition activity begins.**

Asbestos Continued, Other Issues:

- Burning associated with these guidelines is not allowed without first addressing the potential for asbestos containing building materials. **An asbestos inspection by a NC accredited person and an approved notification form (DHHS-3768) will be required prior to any burning.**
- Salvaging associated with these guidelines is not allowed without first addressing the potential for asbestos containing building materials. **An asbestos inspection by a NC accredited person and an approved notification form (DHHS-3768) will be required prior to salvaging or deconstruction activities.**

- Grinding associated with these guidelines is not allowed without first addressing the potential for asbestos containing building materials. **An asbestos inspection by a NC accredited asbestos inspector and an approved notification form (DHHS-3768) will be required prior to any grinding or chipping activities.**

Lead Based Paint:

- The demolition contractor will be responsible for complying with the OSHA Lead in Construction Standard 1926.62 when demolishing homes damaged by Hurricane Florence.

FEMA reserves the right to conduct unannounced field inspections and observe debris removal activities to verify compliance with this “Best Practices” document. Failure to comply with these stipulations may jeopardize the Applicant's receipt of federal funding.

FEMA, North Carolina Office of State Archaeology (OSA), State Historic Preservation Office (SHPO), and Tribal Historic Preservation Office (THPO) have agreed that the Applicant is responsible for ensuring that their demolition contractor adheres to these work restrictions known as “Best Practices: Acquisition, Demolition, and Debris Removal Stipulations for HMGP Projects,” as part of FEMA Public Assistance and Hazard Mitigation Grant Program eligible activities.



Beaufort County
Agenda Abstract

Meeting Date: 9/6/2022

Agenda Section: Item for Discussion

Presenter: Commissioner Hood Richardson

Agenda Title: Chocowinity Fraud Investigation

Summary of Information: Commissioner Richardson would like to have a discussion on the impact of the Chocowinity fraud investigation on Beaufort County Government.

Submitter Recommendations/Motions: Discussion only.

Attachments:



Beaufort County
Agenda Abstract

Meeting Date: 9/6/2022

Agenda Section: Item for Discussion

Presenter: Commissioner Hood Richardson

Agenda Title: Sales Tax Money for Schools Discussion

Summary of Information: Commissioner Richardson would like to further discuss how the extra sales tax distributions for the schools should be used.

Submitter Recommendations/Motions: Discussion.

Attachments:



Beaufort County
Agenda Abstract

Meeting Date: 9/6/2022

Agenda Section: Item for Discussion

Presenter: Commissioner Hood Richardson

Agenda Title: Jail Inmate Supervision Discussion

Summary of Information: Commissioner Richardson is requesting a discussion be held regarding the supervision of jail inmates.

Submitter Recommendations/Motions: Discussion.

Attachments:



Beaufort County
Agenda Abstract

Meeting Date: 9/6/2022

Agenda Section: Item for Discussion

Presenter: Commissioner Hood Richardson

Agenda Title: Combating Illegal Drugs in Beaufort County

Summary of Information: Commissioner Richardson would like to hold a discussion on developing a strategy to combat the drug epidemic.

Submitter Recommendations/Motions: N/A



Beaufort County
Agenda Abstract

Meeting Date: 9/6/2022

Agenda Section: Item for Decision

Presenter: Commissioner Stan Deatherage

Agenda Title: Request for Public Health Updates

Summary of Information: Commissioner Deatherage would like the Board to vote to resume monthly updates relating to Covid and other possible viral infections during Commissioner meetings.

Submitter Recommendations/Motions: Staff will follow the Boards direction.

Attachments:



Beaufort County
Agenda Abstract

Meeting Date: 9/6/2022

Agenda Section: Item for Decision

Presenter: Commissioner Stan Deatherage

Agenda Title: Transparency in County Govt Bidding Process

Summary of Information: Commissioner Deatherage would like the Board to consider the following policies regarding the bid process in Beaufort County.

Tenets to Proper Transparency and a more Effective Bidding Process in Beaufort County Government

1. Open all public bids at public meeting, and on camera
2. Bid proposals shall not be prepared in any part by any subject bidder
3. Advertisement of public bids must be broadcast widely to whatever extent is available; including, but not limited to County website, and all local and regional media that requests publicly, or in writing, such public information of bid process
4. In fairness to all bidders, and the public at large, many of whom are taxpaying constituents, the lowest qualified bid must be accepted unless the bid/bidder is disqualified for just cause. In the event of a relative tie bid, the bid would be awarded to the local bidder.

Submitter Recommendations/Motions: Discussion only.

Attachments:



Beaufort County
Agenda Abstract

Meeting Date: 9/6/2022

Agenda Section: Item for Discussion

Presenter: Katie Mosher, Clerk to the Board

Agenda Title: Commissioners Comments

Summary of Information: During the June 7, 2021, Board of Commissioners meeting it was agreed that each Commissioner would be allowed two (2) minutes to speak at the end of each meeting.

Submitter Recommendations/Motions: N/A

Attachments: