

Tuesday, September 6, 2022
Regular Meeting

The Beaufort County Board of Commissioner met in regular session Tuesday, September 6, 2022, at 5:30 PM, in the Commissioners Boardroom located at 136 W. 2nd Street in Washington, NC with the following present:

Commissioners Present

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

Staff Present

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

Chairman Waters welcomed everyone and called the meeting to order.

Vice Chairman Langley offered the invocation and Commissioner 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: Commissioner Booth motioned to approve the agenda. Commissioner Walker seconded. The vote was unanimous.

Service Awards Presentation

Ms. Deloris Creasman said we have two Beaufort County employees here tonight that are going to receive their awards for service to Beaufort County. She said Constance Grady with our Water Finance Department is receiving her 5-year award. She said next we have Ms. Nannie Willis with our Social Services Department and she's also receiving her 5-year award. She said we also have some other Beaufort County employees I'd like to recognize tonight. She said receiving awards, but could not be here tonight, Patrick Bowens from the Water Department has 5-years in now. She said Ms. Keisha Clark with Social Services has 5 years of service, Ms. Christina Martinez, also with Social Services has 5 years of service. She said Ms. Doris Alligood with the Health Department has 25 years of service.

Public Comments

Mg. Ret. Kurt Ryan said I just wanted to come tonight and invite the Commissioners to an event in October. He said October 13th at 6:30 PM we will give an update to our community in Aurora on the progress that we've made with our strategic plan. He said we'll have government representatives, business leaders and educators there to give updates on those key tasks and progresses that we've made to date. He said Mayor Williams is unable to be here tonight, but he sends his greetings to the entire Council, and we will hold another meeting at the Town tonight to talk through some of the strategic updates. He said we are making some progress, encouraging progress on the southside of the Pamlico, particularly in Aurora and the Richland Township. He said we've established a viable Chamber of Commerce that had been defunct

for a number of years and we're starting to take membership. He said we've opened two new businesses on Main Street and that's a pretty seismic move for a town that had zero businesses on Main Street six months ago. He said we're starting to see some investment. He said some folks, businesses taking risk in our town, coming to our town and opening commerce. He said we've established two new festivals, the first being in October, October 21st and 22nd, the Aurora Fish and Farm Festival where we'll celebrate our fishers, our fishing industry and our farmers that provide so much to our community on the southside of the river. He said then we will do our Christmas in Aurora in the first week of December where we have a great Christmas festival, a tree lighting and a really wonderful parade and we invite you all to come and join us for that. He said we are starting to see perspective investors point to Aurora and Richland Township. He said as you know Beaufort Community College recently received a \$1.5 million investment to build a workforce development center in our town to help with the education and training of folks in our community particularly associated with Nutrien and the mining operation. He said we also, with some help from the Mid-East Commission, particularly Jamie Heath, she secured over \$300,000 in resiliency grants which will help us become a more weather resilient community in the future and we look forward to the outcome of those studies. He said lastly we just have so much more to do but we need your support, we need your encouragement, we need your advocacy as we try to revitalize the community that has been, frankly devastated over 40 years of economic decline. He said I thank you and again, our community is open to everyone to come and visit us.

Commissioner Walker said what time is the strategic plan presentation.

Mr. Ryan said it will be at 6:30 PM. He said I've left invitations with Ms. Mosher to provide to each one of you.

Mr. Tandy Dunn said you should've received a handout. He said while I was on vacation I had the opportunity to go to the Swain County trash facility. He said that's a great vacation spot right, so you go to the dump. He said I was very happy to see what they had there, they were very proud of their facility. He said people were happy to work there and the things that they had done.



Swain County Trash Collection

He said the first page of the handout is just the overhead of the trash collection place. He said one of the things that they did is there's four dumpsters that are ground level when you show up. He said they said they wished they had put five in. He said the other thing they'd done recently is they put cement on the whole place, they said that makes things a whole lot easier. He said you see the entrance and you follow it, and you just drive up to it and put your trash in it, it's real easy. He said they had ground level dumpsters which we've got some at our facilities where you have to go up stairs and throw it in. He said bulk items, they had a dumpster where you put your recliners and beds and things like that in. He said they also had one just for mattresses. He said I don't understand why they would separate that out, but they did. He said electronics, they had a dumpster just for electronics and at their facility if you dump a TV or a computer you had to pay \$5.00 to the person working the gate. He said I know we do not charge that here, but we are charged by the person who comes to pick up the TV's. He said so they get \$5.00 and then they sell the TV so they're trying to pay for their facility through their recycling program or the \$5.00 fee for each thing that's dropped off. He said used oil, has a place where you can dump off your used oil. He said I tried a back road to my Mom's house and a guy dumps off his used oil in the ditch so that would be something very beneficial for us also. He said then they have segregated recycling, metal, cardboard, different colored glass, they had all these different bins. He said they were all very easy to get to and you just go up to them and throw your

stuff in. He said it was all very helpful and easy. He said they had a place for small pieces of metal. He said the larger items they wanted you to take over to their bulk site, and I'll show you a picture in a minute. He said here's the picture of glass recycling and cardboard.



He said they sold their glass and their cardboard and their TVs to somebody. He said one of the other things that they also did was they took refrigerators and air conditioners, and somebody recovered the refrigerant out of it and then they crushed it up and sold it as scrap metal. He said the bulk site was right behind it. He said there's a place where you pull up, you're going to get weighed and you're going to pay for it, but it was very convenient, a very clean facility and the people are very proud of it and that's something, if we go forward with a possible mega-site that we need to look at. He said the only thing they said they would've done is they would've put a fence up around there, the cement floor earlier and they would've put five dumpsters instead of the four that they've got.

Mr. Scott Hammond said he was waiting for a document to come in on his electronic device but at this time I'm not prepared to make the full announcement. He said if you'll allow me to excuse myself to another meeting I'll save it for another time.

Legislative Updates

No one spoke.

Items for Consent

1. Late Tax Relief Applications
2. NC Resilient Coastal Communities Grant Award
3. Budget Amendment, DSS
4. Budget Amendment, Health Department
5. Board of Health Appointments
6. Appointing Review Officer
7. ABC Board Appointments
8. Minutes Approval
 - Thursday, May 19, 2022, Special Called Meeting – Budget Workshop
 - Tuesday, May 24, 2022, Special Called Meeting Budget Workshop
 - Monday, August 1, 20022, Board of Commissioners Regular Meeting

Commissioner Richardson said he would like to pull item #2, NC Resilient Coastal Communities for further discussion.

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

Yes Vote

No Vote

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

Commissioner Deatherage
Commissioner Richardson

See Addendum 1

Public Hearing – 22/23 NC Division of Coastal Management Public Beach and Coastal Waterfront Access Grant Application

Motion: Commissioner Rebholz motioned to open the public hearing. Commissioner Walker seconded. The vote was unanimous.

Ms. Jamie Heath said this is a public hearing to solicit comments on Beaufort County submitting a Public Beach and Coastal Waterfront Access grant application to the North Carolina Division of Coastal Water Management. She said the application would be for site improvements to the 5.9-acre County owned site on Wrights Creek located on Wilkins Road, south of Belhaven in the Pamlico Beach area. She said the County intends to develop the site as a public park. She said site improvements included in the Public Beach Coastal Waterfront Access application would include upgrading the entrance driveway, constructing accessible walking trails, a boardwalk with gazebo, and a living shoreline demonstration site. She said the total grant request would be \$405,000 with a 25% local cash match of \$135,000 required for a total project cost of \$540,000. She said the County's current PRTF grant for the Wrights Creek site will partially offset that required cash match. She said it is anticipated that if the DCM grant is awarded, it along with the PRTF grant will allow the project to be completed as originally designed and the Commissioners will be taking comments on the County's submittal of this Public Beach and Coastal Waterfront Access Grant application.

Chairman Waters said we did not have anyone sign up for public comments but if there's anyone here that would like to address the Commissioners at this time we will entertain that.

No one asked to speak.

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

Chairman Waters said I'm assuming you're asking us to approve the grant writing service contract.

Ms. Heath said that's correct, to approve submitting the grant application and then approve for Mid-Eats to do the grant writing service, which we've attached a proposed contract for you in the amount of \$2,500 to complete the grant application.

Commissioner Richardson said I'm not going to vote for this. He said this is another government boondoggle. He said the County paid \$400,000 for about 10 or 12 acres of land at Wright's Creek, almost \$40,000 per acre. He said it was a boondoggle price to pay for the property. He said that the time the County paid for the property they were informed that the dyke for the dredge pools, what they bought was a dredge pond, that the dyke was failing and was at great risk. He said the County Commissioners went ahead and voted for it anyway and this has become one of those things that is just going to keep bleeding money out of the County. He said we need to get out of this thing so I'm not voting for it.

Commissioner Deatherage said the core of where this money is coming from, is it coming from the Federal Government or is it coming from the State government.

Ms. Heath said I know it's the NC Division of Coastal Management. She said I would have to check to see if there's any federal funding involved. She said I'm not positive on whether it's all state or if there's some federal. She said I know it's through a state agency but sometimes they're suing federal money, but I could check on that, I'm just not sure.

Commissioner Deatherage said could you better explain how we have a match but then it's not a match.

Ms. Heath said there is a \$135,000 match that's required because that's 25% of the project cost but the DCM, the grant agency staff contacted us and told us that part of the PRTF grant that you guys have, but not all of it, could be used to offset

that cash match and they're going to count that as the match so we're working with them right now to try to determine how much of that can be counted so the County's match can be as low as possible but I don't have an exact number for how much it will be offset at this moment.

Commissioner Deatherage said we could use some of it for this and we could use some of that grant for something else.

Ms. Heath said the grant you already have you've put up some cash match and they're also going to allow that PRTF grant to count to offset the cash match for this grant.

Commissioner Rebholz said if this goes as well as you hope for this match what would we have to come up with in cash.

Ms. Heath said I'm not sure exactly how much it will offset it at this time but best-case scenario the cash match could go as low as \$65,000 or \$70,000 but that's best-case scenario. She said I'm not totally sure if it will get down to that or not. She said we're trying to work to get as much of it to count as we can but there are certain elements of it that is more focused on the waterfront aspect of it, but the PRTF is focused on recreation in general so they're counting some of the things but not all of the things as a cash match.

Mr. Alligood said the desire to go after the Division of Coastal Management Access grant was that you got a PRTF grant to complete some of the remaining project. He said we were told we could go back and submit for another PRTF Grant but PRTF grants are a 50% match so we thought it best if we could get DCM funding where it's only a 25% match and then they've allowed us to use some of the PRTF money to match that so if you're going to complete this project we think this is the most economical and cost-effective model by using granting funds.

Chairman Waters said just for the record, before I was a Commissioner in 2014 the previous Commissioners, with the recommendation from the County Manager and the Chief Financial Officer, the property was appraised, the entire property which we refer to as Phase I and Phase II, and because the amount of grant money to do the initial part, the old Hopkins Seafood Processing Plant was torn down first and that's where the Wildlife ramp is located so this is the second phase. He said but all of the purchase price was based on the entire track prior to 2014. He said I can't remember what year that was.

Motion: Vice-Chairman Langley motioned to approve the grant writing contract and submittal of the grant request. Commissioner Booth seconded.

Yes Vote

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

No Vote

Commissioner Deatherage
Commissioner Richardson

See Addendum 2

US Moto Signs

Mr. Rick Lanier said this is a presentation to join the growing list of counties that are voting to proudly display "In God We Trust" on their government building and in many cases on their law enforcement vehicles as well. He said my name is Rick Lanier and I'm co-founder and field director of the US Motto Action Committee. He said I served as County Commissioner in Davidson County in Lexington, NC from 1998 to 2002. He said in 2002 I led my Board of Commissioners to display "In God We Trust" on the Davidson County Governmental Center exterior. He said soon after that several surrounding cities and counties began to join us in doing the same. He said we formed the US Motto Action Committee for the soul purpose to promote patriotism by encouraging elected officials such as you to vote yes to display "In God We Trust" in and on their governmental buildings. He said displaying the motto gives ceremonial honor to public occasions and expresses confidence in our society. He said these words have been used on our US currency since 1864 and this inspired slogan is engraved above the entrance of the US Senate chamber, as well as above the speaker's seat in the US House of Representatives and I might add we're working toward, I'm garnering a lot of support now, maybe next year, of going before the North Carolina General Assembly to do the same. He said on July 30, 1956, during the Dwight D. Eisenhower administration the US Congress adopted "In God We Trust" as our official national moto of the United States

of America. He said thus displaying our motto is our legal right, protected by the 1st Amendment. He said November 1, 2011, the US House of Representatives voted overwhelmingly 396 to 9 to reaffirm "In God We Trust" as our Nation's motto. He said Congressman Andy Forbes of Virginia sponsored the bill in part because some have mistakenly stated that E Pluribus Unum is our national motto. He said most importantly the resolution specifically encourages the placement of the motto in and on all governmental buildings from courthouses to school classrooms. He said a recent survey shows that 87% of all American's still support the display of our national motto. He said this is our nation's identity, and rightly so. He said it's the very basis for our form of government. He said John F. Kennedy stated the guiding principle and prayer of this nation has been, is now, and forever shall be "In God We Trust". He said in times of both war and peace these words have been a source of strength and guidance to many generations of Americans. He said as a grassroots patriotic movement the US Motto Action Committee stands on solid legal ground. He said since Davidson County, NC paved the way, not one legal challenge has been raised against any city or county that voted yes and so far 65 counties prior to you folks have voted yes to display the motto and 51 town halls. He said 116 government entities with nearly 300 displays of such. He said this effort is totally legal, there's nothing to challenge. He said 100% of the cost, this is the shiner, the glimmer of the whole thing, I've sat where you sat and I just heard even with a grant a potential cost of up to \$60,000, well guess what, this will not cost you anything. He said it's paid for by the US Motto Action Committee and those funds, well you say where do they come from. He said in a lot of cases it comes from your local citizens that are behind what we're proposing to do, and they get behind it and donate money. He said I always say this with a chuckle, while I will not take a penny from a government body, I will take donations from government officials. He said this is zero cost to you folks. He said all across this country elected officials, such as you, are embracing the opportunity to display our great National motto. He said I can't think of a better time than now to do this. He said we're in a situation in our country where there has been, and still is some division. He said some people might say well this is a divisive thing. He said I want to point out to you tonight this is the basis of which our country was founded on. He said 66% of our nation's laws came from God's word. He said the other 34% were greatly influenced by it. He said In God We Trust, I'm not going to make bones about it, it is a historic comment by virtue of the fact it was adopted by the US Congress, but this represents who we are as a nation, one nation under God, indivisible with liberty and justice for all. He said displaying our motto will be a perpetual reminder, gentlemen, of our Godly heritage of our country. He said elected officials, like you, are showing a commitment of the values our great country was founded on. He said is our country perfect, not by a long shot but we're still the greatest nation on earth and that's because of who we are. He said I want to thank you in advance for your yes vote and as you can tell I'm very passionate about this and I'll be glad to entertain any questions that you might have at this time and I do have in my briefcase some actual letters, the type letters that we use on the buildings if you would like to see them.

Commissioner Deatherage said I'd like to see some of your examples if you've got them.

Chairman Waters said the examples are in the book.

Mr. Lanier said that is what we're proposing on the exterior of the courthouse and the smaller is about the size for your chambers. He said it would be a little larger letter on the front, this, the inside is more like an acrylic, good quality, they use adhesive to mount. He said the bigger they drill into the side. He said the anodized aluminum letters are drilled into the building and silicone and we have never had a hitch in 116 government entities and nearly 300 displays of any kind of damage to any structure and we put it on some very historic buildings. He said I'm not sure if you saw it in your email packet over in Caswell County, in an arch shape but if you know anything about anodized aluminum, it's baked on lettering, the color is baked on and of course, if you look it up on Google it says second only to diamonds in strength and durability. He said we use nothing but the best quality material. He said these come from Gemini, which most people in the sign business know very well.

Commissioner Booth said you stated on government buildings in your presentation and in the book on the side of the building you desire but you said government buildings in your presentation, clear that up for me.

Mr. Lanier said well we've had folks from fire departments to veteran's memorials, various ones. He said Person's County decided to put it on their veteran's memorial. He said our purpose is more, when I say government buildings I mean local government courthouses, governmental centers, inside chambers.

Commissioner Booth said you answered my question, thank you.

Motion: Commissioner Richardson motioned to approve placing the motto "In God We Trust" on a building. Commissioner Rebholz seconded.

Commissioner Richardson said let me ask a question before you get too deep in this. He said you're talking about option one and option two.

Chairman Waters said either one.

Commissioner Richardson said I'd almost rather pay to get both of them.

Mr. Lanier said ok, if you're talking about option one and option two then you're talking about in the chambers and there so it would go up here and then on the front wall of the courthouse and between the windows.

Commissioner Rebholz said we don't need it twice in here.

Commissioner Richardson said I was talking about the two examples. He said one would be right across here in the front and the other would-be eye level in front of the courthouse.

Commissioner Rebholz said so you're talking about option 2.

Chairman Waters said in both locations.

Mr. Lanier said you're suggesting on the front here and it's proposed in gold. He said then the other is here, you've got this, it might want it up there.

Commissioner Richardson said no, I said eye level and the reason I said eye level is because when somebody comes in for a criminal trial they need to see it. He said you're not going to see it if it's over their heads.

Commissioner Rebholz said I think the motion has been revised to be option 2 in both places.

Chairman Waters said can it be the exterior of the courthouse and inside.

Commissioner Richardson said I see what you're saying, option 2, eye level of the courthouse and in here.

Mr. Lanier said that would be option 2 on both locations.

Chairman Waters said option 2 in both locations.

Commissioner Richardson said okay.

Commissioner Walker said so I'm understanding, you'll put up one yourself but we're paying for the second one. He said what does it cost.

Mr. Lanier said before we even order the letters, we pay for the letters, have them shipped to the County and once they're, both sets arrive here we have an organization, or a company that we've used quite a bit to come and install the letters. He said we will mail the check made out to the sign company, but we'll send it to your County Manager or your County Clerk and once they've been installed to your satisfaction she's free to hand the check to the sign company. He said we just don't want, we, I've been in business since I was 27 years old, and I'll be 70 in November, and I don't like paying for things until it's done to my satisfaction. He said that's the only thing I ask you guys to do is just hold the check and once the, it will not cost you one penny and I wanted to point out to you too, not for any accolades, I believe in this so strongly I pay for my own motel expense, my own food, my own gas and I've done this from the very inception and I believe so strongly that the need for this across our state and our nation. He said I can't reach, I'm kind of like the little boy that's grandpa took him on the beach, being here on the beach you'll appreciate this. He said grandpa was picking up sand dollars and throwing them in the ocean and he said grandpa what are you doing, you can't save all them and grandpa picked up another and said I saved one more, I can't reach them all, but I can reach, hopefully try to reach the State of North Carolina while God gives me breath. He said that's my hopes.

Commissioner Deatherage said I remember talking to you about ten years ago and I appreciate you coming back and visiting with us. He said you've had a successful event here tonight because you're doing us a great service and you're doing Beaufort County a great service as well.

Chairman Waters said can you email me once you know what the cost is.

Mr. Lanier said absolutely.

Chairman Waters said you're going to pay for one.

Commissioner Deatherage said he's going to pay for both.

Chairman Waters said you're going to pay for both.

Mr. Lanier said oh yes. He said let me reiterate that. He said we raise the funds. He said we don't have an endless supply in our general fund. He said we raise money and that's what I said earlier, we won't take I from the County, the county's coffers because we don't ever want it be said that you used our tax dollars to pay for this but any Commissioner that wants to donate, we'll welcome your donation. He said in fact I do have a fundraising letter if you don't mind me sending it to your Clerk to reach out to the local community because I think when you make it a community effort and they have an opportunity, if they don't have an opportunity and they know the opportunity could possibly avail to them they may be angry they didn't get a chance to be a part of it. He said I have had tremendous success of, I was just sharing with someone earlier, I was down in Duplin County, and they decided at first to put it on their airport and a couple places there inside the building and at both entrances of their courthouse, about five locations so the cost would be about \$6,500. He said one business sent in a check for \$4,200 so folks will get behind it.

Chairman Waters said I'll challenge the other Commissioners to match mine.

Revised Motion: Commissioner Richardson motioned to approve option 2 of placing "In God We Trust" in the Board of Commissioners room and on the courthouse. Commissioner Rebholz seconded. The vote was unanimous.

See Addendum 3

Essential Single-Family Rehabilitation Loan Policy

Ms. Lisa Williams said I'm here tonight, Beaufort County has applied for the Essential Single-Family Loan program. She said two things that have to be done to complete the application is the adoption of the two policies that you have in front of you. She said one of those policies is the Procurement and Disbursement policy and the other is the Assistance policy. She said they're pretty standard policies. She said the procurement policy mirrors, almost identically, the Beaufort County Procurement policy that you already have. She said if you aren't familiar with this program they are designed for low to moderate seniors, it's an attempt to help seniors make repairs to their house, up to \$40,000 and is a forgivable grant. She said for every year they stay in the house they get \$8,000 of the amount taken away so that eventually they owe nothing and it's an attempt for them to stay in their homes and make repairs. She said most of the repairs are weather related, weatherization, roofs, HVAC, things of that nature, ingress, egress, things that will help them stay in their homes. She said first of all we would do three houses. She said once this is approved, and we have the grant in place we will take applications and we will start with three homes. She said the important dates, how this program is going to sort of play out, are that the applications will be available to the public starting September 30th, they will have until December 31st to get those in. She said January 31st the selection of the units will be made. She said the work will start beginning contract, December 31, 2024, and it will be completed June 15, 2025. She said after the first initial three, once we complete those we will have the option of receiving more funds for more units. She said so I'm asking you for a motion to approve these two policies so I can get those into NC Housing and get this finished.

Commissioner Booth said please correct me, the application date is the end of this month then your approval date is 90 days later but the completion date is 2025.

Ms. Williams said that's for everything on.

Commissioner Booth said is that for just those three houses.

Ms. Williams said no, that's for the whole project.

Motion: Commissioner Booth motioned to approve the project.

Ms. Williams said you're approving the policies.

Ms. Radcliffe said and the budget amendments.

Ms. Williams said in your packet you have a copy of the project ordinance and the grant agreement.

Chairman Waters said can we take all three.

Mr. Alligood said yes.

Commissioner Rebholz said on page 165 under your priorities ranking system you've got the highest ranking, by almost double, going to someone who is in imminent eviction. He said how does the grant help them not be evicted. He said are we going to fix up the home and they get evicted and somebody else gets it.

Ms. Williams said honestly Commissioner, I don't know why that line is in there because you have to own the home to be able to qualify for this, so I saw that as well but if you read further into it you have to own the home. She said you have to have clear title to the home; it can't be a life estate, so I don't know why it says that. She said the ranking would not include, first of all if you don't own the home then you're not going to qualify anyway.

Commissioner Rebholz said I take it the Mid-East is managing the whole process.

Ms. Williams said yes sir.

Commissioner Rebholz said is that under our normal contract with you or is there an additional fee.

Ms. Williams said we already have a contract for this.

Chairman Waters said I'm assuming that could also mean if a lender is trying to evict.

Ms. Williams said correct.

Chairman Waters said in other words if they own the home, and the mortgage is late.

Ms. Williams said correct, and we have had that happen. She said we have had people who have put in an application and before we could bring it all the way to fruition they have ended up in bankruptcy, for example. She said in those cases we've had to pull them out but some of them have had to pull out of the program. She said so yes, I guess it could mean that, you're correct.

Chairman Waters said is this the one is \$5,000; you'll do a minimum of \$5,000.

Ms. Williams said yes sir, it's a minimum of \$5,000 for the payers.

Motion: Commissioner Booth motioned to approve the two policies and the budget amendment. Vice-Chairman Langley seconded.

Yes Vote

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

No Vote

Commissioner Deatherage
Commissioner Richardson

See Addendum 4

Economic Development Update

Mr. Brad Hufford said thank you for allowing me to appear before you today at just over my 90-day mark with Beaufort County. He said I'm very excited to give you an update of some of the things we've been working on and hoping to have many more projects here in the future with you in closed session but for you and the general public today I wanted to talk about a few of the things I've been working on. He said first off, initially, getting updated on the administrative tasks

associated with the positions, meeting with County manager Alligood and Sue Squires, the Economic Development specialist. He said reviewing the department documents and programs and files, as well as evaluating the budget for the program. He said the general responsibilities as a department head, IT and purchasing, time sheets and that sort of thing. He said from there really getting into the heart of the day-to-day activities of economic development. He said it starts and ends with existing industry, retention, and expansion. He said that's where you see 75-80% of the new jobs created in economic development, come from your existing industries so we've certainly put the focus on that and we've been able to have meetings and go out for visits with eight different, of our existing companies so far. He said Nutrien being at the top of that list, MJM Yachts, Pamlico Yachtworks, VT Hackney, IDX, Iconic Maine Group, Camfil, Mann+Hummel and Tar River Industrial. He said we have several more in the works. He said now that the Covid restrictions are lightening up we're able to go out and visit and see the companies and I always like to do that on site to be able to go out and actually see the products that are being made and the process and the facilities that we have here in Beaufort County. He said on the recruitment front we are working, since about April we've had 15 requests for information. He said these are primarily projects that are looking at our region or the State through the Economic Development Partnership of North Carolina. He said those we have submitted primarily the Chocowinity Industrial Park and that's because primarily the trend we're seeing is for larger projects, larger tracts of land. He said primarily supply chain in the automotive sector, around the supply chain and the electric vehicles and battery plants. He said as you know North Carolina has had a couple of successes and with those big announcements the supply chains, smaller companies that feed those manufacturing plants are looking are looking for locations in the state, so we've been submitting the Chocowinity Industrial Park as well as the Washington-Beaufort Industrial park as well. He said we're actively engaged in three different building searches, we assist clients who call us and say, either existing companies or new clients or companies we don't even know, an intermediary, who are looking for new buildings, we're currently looking for several buildings in the 5,000 to 25,000 square foot range. He said that's the size buildings we would definitely like to have more of in the County. He said we have three active expansion projects and a recruitment project that we're working. He said one came about just last week that's a visit from Economic Partnership. He said I'll go into a little more detail in just a second. He said sites and buildings, that's key, that's really what we're here to do is market sites and buildings for industrial clients. He said the saying is you can't sell from an empty cart without the product, which is the sites and buildings, you won't have any products, which is the investment in jobs from the companies that would locate here in Beaufort County. He said so primarily right now we're marketing the Washington-Beaufort County Industrial Park and the Chocowinity Industrial Park. He said the Washington-Beaufort Industrial Park is really our most ready to go product that we're marketing. He said as you know it has the location of the Beaufort County Skills Center which is where our office is located. He said Beaufort County Economic Development, the Committee of 100 and is currently the home for the Beaufort County Community College Boat building program. He said six other industries call the Washington-Beaufort County Industrial Park home. He said that site is great because it has public ownership. He said it is a certified site through the Electro-City Smart Site program which means it has all of the due diligence required that companies are looking for, understanding the environmental, single ownership, a set price, all of the different documentation that companies would need to have in hand to start building quickly. He said that site has full utilities and right now we've got about 45 acres remaining at that site. He said the sites at that park are on the smaller side, the 5-7 acre range, which really is good for our sweet spot here in Beaufort County and of course sites can be combined for larger projects if they have an interest. He said the Chocowinity Industrial Park, as well, publicly owned. He said 246 acres total, 186 acres of those are buildable. He said that site was certified in 2018 under the Duke Site Energy Readiness program, which is similar to the Smart Site program where it shows that it has the full utilities, all the due diligence studies, some additional layout maps that would make it more marketable for clients as they look at those sites. He said that site is larger, it's got larger tracts, 5, 6-to-7-acre parcels. He said that one's great because it's on Highway 17, a major north/south route that bisects the County. He said it had some major widenings done and the Beaufort County section has been widened. He said the key selling point for that one is that it also has the Norfolk Southern rail line that bisects the property which makes it very marketable and appealing, especially some of those larger scale projects that are looking at the State of North Carolina. He said new product that we're working on in conjunction with, actually this is a Town of Aurora led project that we are supporting, the creation of a new industrial park in the Town of Aurora. He said we are hosting meetings every two weeks, coordinating the application for a North Carolina Utility Fund grant and Golden Leaf grant that had been applied for back in 2019, before Covid. He said there has been some delays with that project and now everything is getting back on track, and everything is ready to move forward. He said the construction bids are out and should be back mid-September for that and we're looking on coordinating with those funding agencies for those next steps in getting that park under construction. He said that one really is smaller parcels, you're looking at one to two acres parcels which are really a great opportunity to support those contractors and vendors at the Nutrien mine to allow them a spot to work off of the Nutrien campus and to create jobs and investment there for the Town of Aurora. He said we also are learning more about the airport industrial park plans that have been developed. He said I've met with Earl Malpass as well as Johnathan Russell

to discuss those plans for the Washington-Warren Airport that everybody had heard about the \$20 million of investment funds that are coming from the General Assembly. He said most of that is for airport improvement and modernization but there are some funds and projects that we will support directly with the 95-acre industrial park. He said that one is very keen because those grant funds will create for the acquisition of the land, which has already been completed, I believe, through the City of Washington. He said road development, utility infrastructure and a possible speculative shell building for that location. He said we are certainly anxious for that project to come online so we can begin to market that. He said the unique aspect of that particular product is it has access to aeronautical type developments that may need access to the airport and the runway, as well as land for marine and advanced manufacturing and industrial uses at the rear of that facility. He said so we've been supporting the airports efforts to develop that and have actually been involved with working with the drone company that has been announced recently. He said available buildings is another key thing we're looking for. He said we're always on the lookout for buildings that can come online. He said we're looking at commercial brokers, evaluating what may be on the market. He said 75% of the projects that look at new companies or expansions begin their search looking for an existing building. He said that's so companies can save money and time by locating an existing building and get up to speed a little bit faster and adapt that building for their specific needs. He said having available buildings in your community attracts clients to your community and they can evaluate the workforce, the quality of life, the tax environment, and the utilities for their particular project. He said we've had some preliminary discussions with the Committee of 100, as well as private developers who may have an interest in the possibility of doing a speculative building in the future. He said right now it's a little bit of a challenge with the economy the way that it is, but we feel like that's a strong project for us in the future to address. He said another area we've really spent some resources on is workforce development, making sure that there's a steady pipeline coming from the school system and citizens of Beaufort County to feed the industries that we have here. He said a lot of the companies are experiencing challenges with workforce and pending retirements from they call it the silver tsunami of folks that are eligible to retire. He said so we're wanting to work with them as closely as we can to make sure they'll have the workers they need to be successful here in Beaufort County. He said it kind of went silent during Covid because we couldn't meet together but we are reestablishing the workforce development team with Rivers East Workforce Development Board, NC Works, Career Center, Beaufort County Community College, and Beaufort County Schools. He said we've had a couple meetings so far with Sarah Watson who's with the Community College Director of Customized Training and Apprenticeships, as well as Vicky Hammill who's the Beaufort County Public Schools Career and Technical Training Director. He said we're also expanding that group so we can start getting together on a regular basis, have a unified approach and coordinate talking with companies and all of the training programs that are available for high school students and adult learners to get connected with the training in the jobs they need for career opportunities right here in Beaufort County. He said we also have been working to reenergize, Rivers East Workforce Development Board had received a Goldenleaf Grant for a regional advanced manufacturing pipeline initiative. He said that's a six-county regional effort to expose teachers to the modern manufacturing workplace and understand the training and opportunities that are available here locally at the Beaufort County Community College. He said economic development is a team sport so I'm new to the community so I'd like to get out into the community as much as I can and would love and need to do more and would love to do more with the different community organizations that help support economic development here. He said we've had nearly over 20 meetings so far. He said different meetings with individuals about the things that they have going on and how we can support each other. He said just to touch on a few, the City of Washington, Town of Belhaven, Town of Aurora, Bath are some of the communities we've met with. He said partners such as the Washington/Beaufort Chamber of Commerce, the Norfolk Southern Railway, of course the Beaufort County Committee of 100, Economic Development Partnership, Electricities, East Carolina University and Beaufort County Community College are some of the important meetings we've had. He said some of the joint things, the other initiatives that I've been working on, my team has been working on, we have been invited to a monthly meeting with the economic developers of Pitt and Martin Counties so we can coordinate on a county level, what they're working on, what we're working on, so we can work together to leverage the assets of our region. He said we also are under the leadership of Katherine Glover reestablishing an economic partnership meeting that is so far going to include the Beaufort County Manager, myself, the City of Washington Manager, the tourism agency and the downtown agency for Washington, as well as Beaufort Community College, we're looking to expand that group and meet monthly to share information resources and work together. He said I've been accepted into the Leadership Beaufort program through the Chamber of Commerce that starts September 20th. He said I wanted to close on the fact that we were able to, well, two things, one, we have engaged with Zachary Allen who is the lead for Americor fellow who's going to be working with us for the next year. He said that's in coordination with the City of Washington and he's going to be helping us out for the next year working on economic development projects and supporting growth here in Beaufort County. He said one thing I wanted to touch on that is a great thing we were selected to participate in. He said the Economic Development Partnership, which is the marketing arm of the State of North Carolina for economic development selected Beaufort County and myself to host the

North NC 100, northeast regional event, and that's where their goal is to go out and meet every year with all 100 counties. He said they break the State up into regions, we are the northeast. He said we were selected to host, and we actually held this event on Tuesday, August 30th. He said we had about 15 state economic developers from EDPNC come to town. He said that included business recruitment, business development, marketing, and research existing industry. He said we had two Department of Commerce reps, one that was the expert in offshore wind energy opportunities. He said we've had thirteen county and municipal economic developers come to town. He said 12 of those spent the night at the Fairfield Marriott here in town. He said the format of the event, they come to town, and they really want to meet with local developers to learn about their economic development product, the sites, and buildings that their marketing, any workforce development efforts, any unique quality of life aspects, any demographics and statistics, unique value of each of their counties. He said so we met over the course of, usually two days but we combined it into one day. He said we actually did it at the Beaufort County Community College Conference Center, so we were able to show off the great community college we have here, bringing in all of those folks for that. He said afterwards, while they were spending the night we arranged for a river cruise. He said one of the things that makes Beaufort County unique is the water and so we took the opportunity, through the NC Estuarium, to go out for a river cruise and take all those folks from Raleigh and westward out onto the water and learn a little about the quality of life and the history here in Washington. He said then we had a boxed lunch that day by Carryout by Chrislyn, as well as dinner at the Mulberry House. He said then the next day they toured East Carolina Universities Life Science and pharmaceutical building, so it was a great event, we had some sponsorships from the Beaufort County Committee of 100, Electricities and Duke Energy, we were able to put a great foot forward, reestablish the great partnership we're going to have with the Economic Development Partnership, as well as at least a lead of a project from some folks. He said one of the military recruiters from the EDPC has a company he was working with, we are the air filter capital of the world, North Carolina for certain, he connected us, and we had a great conference call with the client just last week. He said so already good things are happening about that and just want to thank the partners who put that event on, Sarah Watson, Jackie Woolard and John Stroud with the Estuarium. He said Mohamed Darar and Reem Darar with the Mulberry House, as well as Sue Squires and Zachary Allen on my team who helped pull this all together. He said I'm happy to answer any questions you have. He said this is just a snapshot of what we've been working on in the office here for the last 90 days.

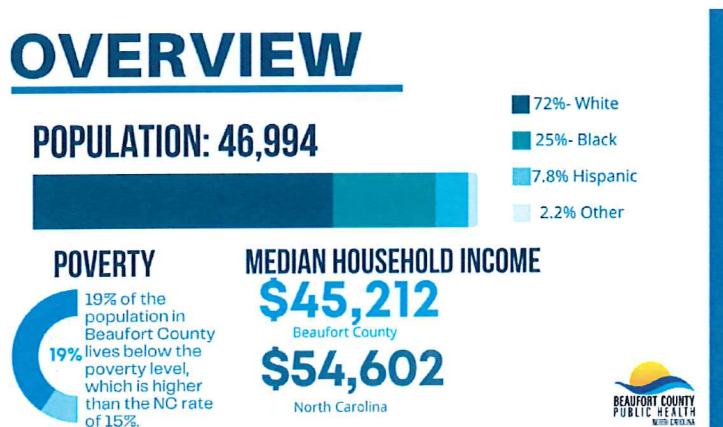
Chairman Waters said I've got a closing comment. He said I was at a wedding Saturday night with Jim Randolph, the economic developer of Lee County and he said to tell you hello.

Mr. Hufford said I appreciate that; they've got a lot of great things going on in that County.

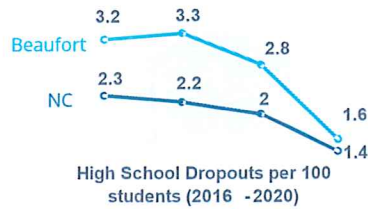
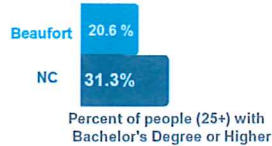
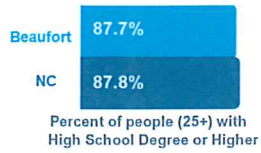
Community Health Assessment

Ms. Janell Octigan said I'm here to do my annual spiel where I come to talk to you guys about the current community health of Beaufort County. She said usually, annually it's the SACH Report. She said we did do our most recent community health assessment and I am here to review that with you.

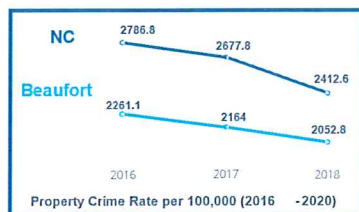
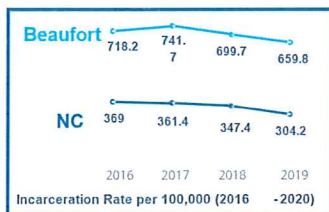
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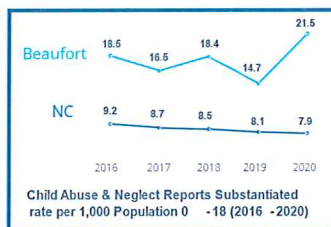
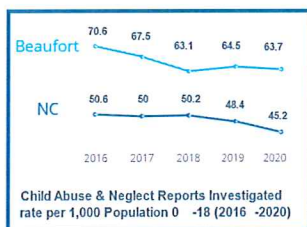
EDUCATION



CRIME & SAFETY



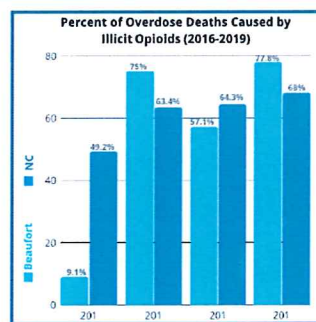
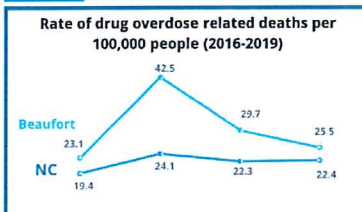
CHILD ABUSE



TOBACCO & SUBSTANCE USE

18% of adults reported current tobacco use

30.3% of high school students reported current tobacco use



Commissioner Deatherage said on the opioid deaths at 25% compared to 22%, thank you for doing that. He said of the opioid deaths how many of those are classified as fentanyl.

Ms. Octigan said I do not have that number. She said this data here is pulled from the state and I pull it down, but I do not know the number of fentanyl related.

LEADING CAUSES OF DEATH

- Heart Disease 
- Cancer 
- Cerebrovascular Disease 
- Chronic Lower Respiratory Disease 
- Alzheimer's 

TOP 3 IDENTIFIED QUALITY OF LIFE ISSUES

- 1 LOW INCOME/POVERTY
(22.73%)
- 2 DRUGS/ALCOHOL (SUBSTANCE ABUSE)
(16.32%)
- 3 LACK OF AFFORDABLE HOUSING
(11.73%)

PRIORITY AREAS

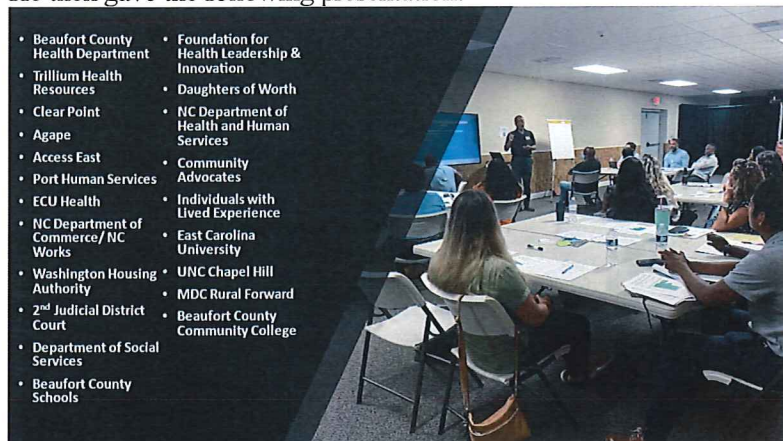
- 1 Chronic Disease
- 2 Mental Health
- 3 Economy
- 4 Vulnerable Populations



BEAUFORT COUNTY
PUBLIC HEALTH
Community Health Improvement Plan

Opioid Settlement Strategies

Mr. Jim Madson said I'm here with the Behavioral Health Task Force. He said Tiffany Moore is the program coordinator of the task force for the Health department. He said Clare Harris and Anthony Tyre are the Chairs for the Behavioral Health Task Force, where the recommendation is coming from and as the Health Department I endorse what we're presenting on. He said since we were here last month and did a large presentation I'm not going into too much depth of the background. He then gave the following presentation:



Health Education

Priority Populations: K12, Adolescents, Pregnant women, Parents and Families

Increasing professional and public education, awareness, and advocacy to prevent opioid misuse

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.

Peer Support

Connect with patients differently because they have lived the experience of addiction

Developing recovery plans, coping methods, and rehabilitation strategies with the client.

Connection to resources such as treatment options, transitional housing, and employment

Clear evidence of improvement in sobriety seeking and maintenance

Maintain Behavioral Health Task Force

- Collaborative & Operational Support
- Draw in other funding opportunities
- Community Engagement Events/Community Forums
- Public Information Campaigns



Commissioner Deatherage said can I ask a question, since we're talking about data. He said of the opioid addictions, and I'm sure some of this is heroin, how much of this is fentanyl, do you know yet. He said fentanyl is synthetic heroin, right and what we were told by the DA when he came before us I think it was 10 months ago, most all of heroine busts, even heroin overdoses are fentanyl now so is there any way to discern within the date how much is fentanyl.

Ms. Clare Harris said I think it all depends on the reporting agency so that each agency reports that differently. She said how that, like if you go to the ER, how that gets coded. She said is that a primary diagnosis or is that co-morbid, but what we do know is you're right, fentanyl is everywhere. She said I just looked back and was looking through a newsletter and it was talking about fentanyl presence in pill mills, so people think they're getting authentic medications. She said they're buying them off the streets and what they're getting is pressed meds that have fentanyl because it's so cheap. She said so the hard number, no. She said I wish we had a harder number to present but in tracking that connection that we have we also know that with the information that ECU and UNC has helped us, we're able to track the impact and change we have on a very targeted area, so just not a generalized area because we also know that certain communities in our County are harder hit than others so that's what we're working on.

Commissioner Deatherage said I don't know if you guys are the right ones to talk to but if you do get any data, any numbers as to how, what impact in terms of how many fentanyl cases there are relative to how many heroin opioids, at this time, is there any way you can get this to me.

Mr. Madson said I'll check on that for you.

Commissioner Deatherage said if you don't want to send it to the entire Board please send it to me.

Mr. Madson said it's not that, it's just that we get reports of opioid overdose, opioid deaths, it's not like we have it broken down in whether it's heroin, fentanyl, or Percocet or something like that, it could be any of those, but I'll try and see if I can get those numbers for you.

Commissioner Deatherage said I don't see you guys as an investigatory body but a data collection body. He said if you could just get that and access the data relative to it.

Mr. Madson said when the hospital reports it they just put opioid.

Commissioner Deatherage said I know. He said I don't know why they're not being more specific, so we have a better understanding of where the source of the problem is. He said we're always talking about root problems, we've got to figure out what the root of this problem is, right.

Mr. Tyre said as Ms. Harris was saying, each individual agency tests differently so some of your smaller ones can break it down but that's also where the peer comes into play too because a lot of times what we're seeing now is some do not know what they're getting. He said they're asking for one drug, but they don't know that it's pressed with something else and that's where the peers can constantly stay in contact with them to let them know, and to let us know too, this person is actually using this but thinks they're using this so that kind of helps us out in the process as well too.

Commissioner Deatherage said that's good but I'm wondering, and maybe you guys don't do it but I'm asking if it's getting done, do you know if someone gets busted do they check their blood to see what the composition of drugs are. He said say

they have an overdose, do they check the composition of the drugs because I'm sure its very, heroin is very different than fentanyl. He said synthetic has to be very different than natural. He said the chemical composition has got to be different so I'm wondering are they getting this data and if they are, could they pass it on to you or could you make a special request to pass it on because I think all counties should get this so that Commissioners and law enforcement folks, I mean we pay for it.

Mr. Madson said most of your drug tests are urine, it's a byproduct so a lot of times it's broken down at that point, but I'll look and see what I can find for you.

Community Pilot Projects:

Support community pilot programs with yearly evaluations for continuation potential

Objective: increase capacity in populations not currently served or underserved

Evidenced-based programing supporting data findings from BCData360

Success would look like: equitable based inclusion; tangible outcome measures, sustainability

Couple of notes

- Funds must go towards collaboration, treatment, or prevention.
- Funds received from Settlement does not have to be spent same year as received.
- Looking at the first three years of this effort. Believe the work moving forward will be evolving and funded through other monies.

Settlement Payout Timeline

18 Year Payment to Beaufort during 2022-2038:

\$3,077,680

Payments Over Time - Beaufort



Commissioner Rebholz said if you've been at this for six years with the taskforce have you got metrics that you're using. He said are the metrics that you can say we're going to measure the three years by this.

Mr. Madson said yes, the database that he was talking about, it's started by ECU, and it is moved to, it's ECU and Chapel Hill working together on the data base.

Commissioner Rebholz said that's data, I'm talking about what the metrics are to determine success and are you moving the needle.

Ms. Harris said the BC Data 360, which is what ECU helped us develop is actually, we can actually navigate that data metrics for the County so lets say we have a pilot project to, it has one zip code, they're able to break down those different areas so we can see on a local level, what we do know is when we look at numbers, four or five aren't very large numbers but they're very impactful in communities. She said that's four or five whole families that are no longer impacted. She said so we do have some of those data metrics in that BC Data360 that's already been developed and has continued to be funded in that collaborative now that we've added Chapel Hill.

Commissioner Rebholz said the point I'm trying to make is I don't think we want to wait until year three and take a look at the data and say if it was a success.

Mr. Madson said again, I do know some of the numbers and I'll tell you.

Mr. Tyre said if I'm hearing right it's how do we determine an outcome that's a successful outcome.

Commissioner Rebholz said correct, in the metrics you're using.

Mr. Tyre said unfortunately with the life of substance abuse disorder and mental health, to set that one tone would mean everyone would follow that same road and that is impossible to do so you set it based on the individual. He said so if Anthony Tyre comes into the office, even though he may suffer from the same substance that Anthony Tyre II does, you can't treat them the same. He said what I can do is this individual has been battling substance abuse disorder for three years, he has been using XYZ for this amount of time, this many times per day, this times per week and this many times per month, over the past 30 days we have seen a decrease by 50% of this drug and this drug, Anthony Tyre has also started to join the workforce, he's also started to go back to school, he has returned to usage one time compared to last year he returned six times. He said that's kind of how we scale individually in the world of substance abuse because if not, we would say this one size would fit everyone that comes through the door.

Mr. Madson said I think more specifically, to sum up the numbers, there's a couple of different ways and one would be impact to the community. He said so we're looking at the number of ED visits for overdose, we're looking at the number of deaths that occurred due to accidental overdose or opioid overdose. He said we're also looking at the number of reversals that occurred due to Naloxone, there's like three or four of the community numbers. He said then there's performance measurements that we're looking at, such as the number of people that have started MAT, which is medicated assisted therapy program. He said how many of them are successful at three months, six months, nine months down the road. He said those are some of the major sets we're following. He said I think that's what you were asking.

Commissioner Rebholz said right, and I think in all that we've known we should be able to capture those metrics now.

Mr. Madson said we do but some of them are harder to capture than others.

Commissioner Rebholz said can you share them with us.

Mr. Madson said yes.

Commissioner Rebholz said maybe at the next meeting you can tell us where we stand right now and where we're going.

Mr. Madson said some of them are hard to capture and this process would help us capture more of that data. He said a good example is the Naloxone reversal. He said we can tell you we handed out 220 Naloxone kits since January 1st, that's one of the metrics numbers that you're talking about but a lot of times we don't know when they get used because somebody's brother overdosed and they used it or somebody, we may know when police enforcement reverses it or EMS, but we may not know when a friend or neighbor did it. He said that peer support will help us capture more of those occurrences. He said so some of those numbers are not as, some of them will get better as time goes on.

Commissioner Rebholz said you mean the capture rate.

Mr. Madson said capture rate, right.

Commissioner Richardson said Naloxone, that's for the overdose, right.

Mr. Madson said yes sir, reversal.

Commissioner Richardson said how do you propose to deliver the educational proponent of this.

Mr. Madson said we'll be using the health educator to work with the schools, the Boys and Girls Club, and other venues such as pregnancy visits and stuff like that. He said that same educator will be able to work with the providers and the community health workers to educate them.

Commissioner Richardson said so we're going to hire an individual.

Mr. Madson said no, we'll probably contract with somebody. He said we plan on contracting to bring somebody in to do the program.

Commissioner Richardson said is it necessary that they've had experience themselves in overcoming drug use.

Mr. Madson said not for the health educator. He said for peer support they would.

Commissioner Richardson said so we're going to hire one more individual, okay, peer support, how many peer supporters do you think it's going to take.

Mr. Madson said we're going to start with two.

Commissioner Richardson said we're going to hire them.

Mr. Madson said contracts.

Commissioner Richardson said is there a recidivism rate among peer supporters.

Mr. Tyre said not that's highlighted on the website. He said our NC Peer Support website actually lets us know how many peers are in each county, how many certified peers are in each county, it gives us job openings, but it does not tell us that rate quote.

Commissioner Richardson said there is a recidivism rate.

Mr. Tyre said there probably is.

Commissioner Richardson said I know for a fact there is.

Mr. Tyre said with any profession there would be one. He said with that what we're proposing here is we also provide supervision for the peers, which is something the peer support program by the State does not require but to help the peer

understand the difference between a supportive role and a clinical role and also how far they can and can't go when they are trying to help someone, we are going to offer clinical based supervision for both peers.

Commissioner Richardson said are you going to provide education for benefits or service to the churches.

Mr. Tyre said yes, absolutely. He said part of what this program is, is to get everyone involved and everyone to know of what's offered, how to start to work with their loved ones, who to get their loved ones too and just continue to try and bring the community together. He said the point of the peer is there are times when medications are used to do a reversal that the clinic may not know about, but the peer would because a peer is able to get out there and stay in the know. He said that's also why we will provide supervision, so the peer also knows when to continue to get help for themselves as well, so they don't go too far over the line.

Commissioner Richardson said well I just don't think we're attacking it; I think people who have given the testimony and some of the behavior that they are interested in getting off drugs, I think some of this money should be given to assist them. He said these people have terrible problems. He said they're trying to get off drugs but at the same time they can't get a job, they can't hold a job, they need additional medical care, most of them are in poverty so I think we're working on, in my opinion, the wrong end of this thing. He said I also think that going out and having pity parties, excuse me, I don't mean to be cruel, with people who have abusers of drugs, is working on the wrong end of this. He said we should be going after drug dealers; we should be going after the corrupt part of this thing to put a stop to it. He said we are continuing to support the disease by supporting it with these kinds of services and I just think we need to develop a better program that's more aimed at helping someone who wants to be off of this stuff.

Mr. Madson said I think the closest thing people may know of peer support is AA, when you think about how AA has been around for a long time they call them the sponsor. He said the sponsor is peer support but that's basically what it is. He said I don't think there's enough money to just help people giving them money for jobs or those other things. He said I think the community involvement, get these people, the money that we're talking about, supporting the efforts of getting people to work with the people you're talking about. He said there's already treatment out there, Mr. Tyre provides treatment. He said Ms. Harris provides counseling and treatment. He said they're there, how do you get them there and that's where the peer support hooks them up with resources that are available for them.

Commissioner Richardson said well many of the experts that I've talked to say that they're not going there for help until they personally decide to go themselves and that is a personal decision that is made, and they are going and seeking help. He said going out and trying to put your arm around some of these people and saying let me help you is a waste of time.

Mr. Madson said when they ask for that help who do they go to.

Vice-Chairman Langley said one of the things we have to consider with this is what you're proposing is a very good thing but I also, a lot of people who have substance abuse problems, if you can catch them on that day where they hit rock bottom that is the day and if you don't have a system to deal with them that day then when they walk away they're going to be worse than when they hit rock bottom. He said so basically with what you're planning to do and with things like mobile crisis, we can hook, you connect all the dots. He said that's what you're trying to do is connect all the dots so that people who want help, and you're right, people who don't want help you can't give them help but everybody comes to that point where they say I'm sick and tired of being sick and tired. He said if it only happens once but what I'm saying is that one time it happens we must be prepared to interact, to intervene right then because if you don't do it then we've lost them so I'm all for you.

Chairman Waters said when you go back to the budget that you've got out there you keep talking about pilot programs, and I'll use the example of Pinetown, I didn't see any mention of money for working with the church.

Mr. Madson said that's opioid project support, looking at \$10,000 per year. He said that's all to start with.

Chairman Waters said yeah, but to me, here again, what I've learned over the last two conferences, the national and the state, there are a lot of ideas out here but it gets right back to what Commissioner Langley just said, when that person hits rock bottom, if they're in Pinetown, or Aurora, or Blount's Creek or Chocowinity or Bath or Belhaven we need to have pilot programs all over and \$10,000 is not enough because that person needs to have a contact when they're at the bottom. He said they don't need to worry about somebody during the weekend, they can't get in contact with them until Monday

morning. He said so what I'm suggesting is we need to see more faith based or local community pilot money. He said \$10,000, to me, is just a drop in the bucket for the problems that exist out there.

Mr. Tyre said the peer support program was built specifically for what you are presenting to us right now. He said at midnight when somebody says I can't do this anymore and they can't call the clinic because there's no one there they can call a peer. He said if they're like hey, I was just brought back, I don't know what to do right now, I'm feeling a little sick, peers are able to go get you and take you to the doctor's office. He said they ride with you, they talk with you, they find out what's going on, they find out what you want to do. He said if you want to get connected with faith based, peers work out of faith based all the time, it's all part of the process because we can't have the clinics open 24/7 all the time. He said the peers are pretty much clinics without the walls. He said they have the opportunity to go to all parts of the County. He said a phone call comes in, I need help, but that peer is also trained to understand are you just calling me to get to a doctor's appointment or are you calling me because there's something really going on right now. He said so from there that peer is not providing clinical level services, that peer is connecting that individual that says I had an overdose last night and my cousin brought me back, really, have you talked to a therapist, have you talked to a specialist about that. He said well I would, but my leg is going numb and it's about to fall off, oh so have you been to a doctor's office, no because I don't have insurance, well do you know there's ways you can do that. He said the peer is a resource link to everything you can possibly think of however, because the peer has a little bit of experience and return to use is part of the recovery process the peer is somebody who the State has said you have to be in active recovery for at least 12 months. He said this program that we're proposing you're still in recovery, you're still attending your resource meetings, you're still moving forward with what you need to be successful for your family but you're also getting clinical level supervision that is not required by the State to say hey, you went a little outside the supportive realm here, we need you to stay in supportive and let the clinicians take care of that piece. He said so on all parts of the County that peer is able to get in the van, get into the bus, go find you. He said we have peers now where if you're by a tree and you're able to make one phone call the peer will be there. He said now that peer also knows if you get there and you do not want to leave then they're going to leave you with resources and get a good contact that some way they can reach out to you and say hey, are you still okay, you have my contact information, call me if you need me for anything. He said that's really what the peer program is based around, being a clinic without walls.

Commissioner Booth said a question that I have, and I'm being honest with you, if I had to vote right now it would probably be no because everybody here is asking the same I've been jotting down. He said number one, you've got a peer person who's only twelve months along clean. He said Commissioner Richardson asked what is the chances of them dropping off the wagon, pretty high within twelve months. He said I did it for years and I believe it, I also know that you find a good peer person and they've going to be the best resource that you have, I know that. He said I did it for twenty years and they're going to come to your office and tell you this guy fell off the wagon. He said the other question, who's watching the peer worker, that's the other question I had, who's watching the peer worker. He said the other thing that I'd ask, I could vote for this, but I want you to come back before three years is over, and I got some phone calls the last time you were here about why was I against this. He said I'm not against you, I'm against waste. He said I'm against giving money for services and people not getting services we've given money for them to get. He said that is what I am against. He said if you can deliver a good service then you've got my support. He said if you can come up back in twelve I can vote for this, but I can't vote for, I can't give you money for three years and then you come back and say this failed. He said the money's gone, and it failed but if you can come back every twelve months then you've got my support.

Mr. Madson said I think that's a fair request but I, you're throwing a lot out here. He said we had church members on the recommendation board. He said they were there, they were part of this recommendation, community members were part of this recommendation, peers were part, peer users that were reformed were part of this recommendation, so we tried to address those particular issues. He said like I said, forty ideas were out there, I'm sure you've got seven ideas, everybody has these ideas, that's why when it comes to churches and stuff like that the community health worker is very important. He said the task force is very important because if those churches say you know what would be a great program to institute, we have the opening to come back and apply for grants. He said that's a very key thing. He said I think you may not be thinking about that. He said I brought one the last time I was here. He said it was a \$1 million grant just for having a collaboration to address opioids, so I think as soon as we get support to do that, once that RFE comes out we apply for money, that's another \$1 million coming to the County to address opioids, that's the impact that you're looking for. He said this is not just wild ideas. He said the people that came in this room are advocates for it. He said every one of them had the same thoughts when they brought it in there. He said they all thought about this stuff, so they feel like these are the best recommendations. He said I'm not even part of behavioral health task force, they presented to me because I'm the steward of the money I guess, most of it is run through the Health Department and I'm the County rep. He said addiction

is something we've been trying to address for years so I guess my point is I'm fine with coming back and presenting on the data and what's happening.

Mr. Tyre said to speak to your next question of who's going to be overseeing the peers, each peer will be put with a clinical level, licensed level supervisor. He said those will be the individuals that will oversee that peer. He said unfortunately the evidence structure for recovery has return to usage built into it. He said its there, you cannot get around it. He said I say it all the time, drugs are doing what they're supposed to do, they make you feel like you need them to cope. He said you are working with the individual to continue to push them forward so they can start to lean on other pieces of themselves to cope and part of a peer's job would be leaning on their supervisor and their supervisor would be overseeing that peers' actions.

Vice-Chairman Langley said to pick it back up where Commissioner Booth said is in six months just come back and inform us on how it's going. He said that way we'll hear from you twice a year and that way you don't wait twelve whole months to find out if it's working. He said six months from the day we say yes, lets go ahead and do this, come back and inform us how it's going. He said that way it's a lot easier to take corrective measures instead of waiting a year out.

Commissioner Deatherage said I can appreciate what you're doing, and I think the idea is good. He said just the other night I was looking at the old Woodstock, 1979, where some of the people were having bad trips and they'd take care of that person, then they'd get better and say it's time for you to help the next person that comes in and they were able to take care of a lot of things. He said I know that's an odd characterization to bring forth, but it could work. He said the problem I have from a broader perspective is that while you guys are trying to do the good thing as bureaucrats for us and the dollars from the federal government, I'm sure, we have bureaucrats in Washington D.C. working for DHHS and maybe other parts of the executive. He said you're on a sinking boat right now and you're bailing. He said you're bailing and you're trying to help folks out and you've got some other bureaucrats at the front of the boat putting water back in the boat and smiling and laughing at you while you're bailing because we have an open and southern border and fentanyl is coming in mass quantities. He said there's three to four times more fentanyl being found and discovered, interdicted, and that's only what they're discovering. He said so much is coming across the border. He said you've got a supply issue. He said there's a tremendous amount of supply in the United States. He said the price is cheap. He said people are able to access it and use it in a variety of different forms. He said no matter what you do if the federal government is not going to actually try to stop fentanyl from coming across the border, which they are not doing right now, I think they've got a secret plan to bring it across the border, get the nation in a terrible state and get people either hooked or people like you guys helping them and then everyone is on drugs and then they turn this, our society into a social society. He said that's what I see. He said until they make a real stable interdiction at the southern border and do their part, and they're not doing it. He said people thought the war on drugs was lost years ago. He said I've seen it from a local level and I've seen it from a broad perspective and the war on drugs not only must be won, that battles going to have to start right now because if we don't try to get the people, the cartels that are getting rich and creating fiefdoms in Mexico, which we're going to have to deal with later on a variety of perspectives, we'll have army's we'll have to deal with because they're getting rich from American kids dying. He said these drugs are coming from China, through Mexico, up across our border. He said they're cheap and folks are getting their hands on it and vast quantities and you guys are just bailing out as fast as you can. He said I mean; you're doing the best that you can, and you've got those other bureaucrats in the front of the boat just laughing at you. He said we've got to stop their laughter, okay, so I would like to see not only this group but all politicians across the state and nation take an active roll in stopping what the source problem is and that's an open southern border.

Commissioner Richardson said I'll only take a minute and then I'll be ready to vote myself. He said when you come back in six months I want to hear about your staffing. He said I don't want a report that's glossy because your staffing is going to be the key to your success and you know, and I know that's going to be the biggest problem that you have. He said I want to hear about turnover. He said the second question that I have is will peers be periodically drug tested.

Mr. Tyre said peers receiving drug screens, it's not a standard for the state program but it's a standard for what we do here, yes, because return to usage is a part of recovery.

Commissioner Richardson said I want to understand that's a part of what we are approving here tonight, unless this Board objects, that your peers be drug tested.

Commissioner Walker said I'm for this, but I'd like to see you come back sooner than every six months. He said I'd like to see you come back every other month, especially initially.

Mr. Madson said we can come back any time. He said you've got to give us time to get things going.

Commissioner Walker said you said you had six years of data previous.

Mr. Madson said you mean the data, I'll be glad to come in and present the data. He said I didn't want to do that because I thought everyone knew.

Commissioner Walker said I'd like to see some success and I think your peer group, your peers, it's going to be therapeutic for your peers to be helping these folks that have hit rock bottom because they go through it, that's helping them too, so I think that's everyone holding everyone up.

Mr. Madson said so if I'm understanding, I'll come back and present to you on the metrics and measurement performances, so you know what we have.

Commissioner Walker said right. He said you'll come up with a chart that, a score card so to speak, saying look we're winning, or we think we are.

Commissioner Booth said one point Commissioner Richardson stated that he wants every person drug tested and you said that's part of your process. He said I'm not going to hold you to that because there's some legal moves when you're hiring people about drug testing now so that's, I mean you just can't, you've got to respect their rights also.

Chairman Waters said one of the things that I'm having trouble with is that the last two meetings I've been to, and the comments and the presenters is that this is a really new, and I'm trying to think, I hate to use the term technology, we're going to find some things that are working in other parts of the country that need to be employed faster than three years.

Mr. Madson said we're already doing those; I think we're already doing those is what I'm saying. He said we already have syringe exchange program, we already have MAT that's being offered, we already have an increase in behavioral health. He said that's why I'm saying those strategies that would've been easy for us to come up here and say fund it for 18 years, we're already doing so there's no reason for us to come to you all with those strategies. He said I could show you right here the twelve strategies that they have talked about, I'm not going to say it but we're already doing five of them.

Chairman Waters said I get the feeling that some people think we're not trying to listen to you guys and as you've heard all of us, we're all coming at it from a different perspective. He said we've got some people who think it's the southern border, we've got some people that think you can build additional jails and you can lock these people up that are selling it, and then you've got other people that think you can address is with churches or other organizations within the community. He said it is a community problem and it's not something that anyone can do on their own. He said the Commissioners can't do it; the Health Department can't do it. He said it takes us all with the same goal that we want to turn this thing around. He said I think we spent enough time that if someone want to make a motion.

Commissioner Richardson said let me just clear something up. I want to be sure you're going to come back and report on the progress every six months and I think that addresses what the chairman was saying. He said that's an opportunity to make changes. He said when you come back to us in six months, every six months with a formal report if changes are needed, probably based on your recommendations. He said the other thing is what Commissioner Booth was talking about in so far as drug testing the individuals we were talking about, that's a condition of employment when you go in. He said obviously if you have a serious problem going in I don't see any court in the world that would deny it, those conditions of employment including drug testing.

Commissioner Booth said I agree with what you're saying if you're hiring them then give them a drug test. He said what I'm also saying is be extremely cautious when you hire people because some laws will not let you just pick up folks and do random drug tests.

Commissioner Richardson said I understand what you're saying but periodic drug testing is important. He said it lets me sleep at night.

Chairman Waters said I'm confused, are we talking about hiring employees or are we contracting.

Mr. Madson said we're contracting, all of them would be contracted.

Chairman Waters said so this is different, I mean they're going to sign a contract.

Mr. Alligood said just one comment is all I'm going to say. He said I would implore the Board to remember, as Mr. Tyre says, success is different with every individual. He said some of you were at the NACo, or the Association of County Commissioners annual conference where the lady spoke about that. He said they have a very successful program with what they've done and she said we had one client who would come in and walk away and come in and walk away and one day that person said what can I do for you and he said I'm hungry so they gave him a sandwich and that started the process so for them, that was a success so I would implore you to be careful about saying what is success and trying to put everybody in a box. He said you've got to look at every case individually and determine what is success for that person and it may be different, and it will be different.

Motion: Vice-Chairman Langley motioned to approve moving forward with the presented plan and to receive 6-month updates. Commissioner Walker seconded. The vote was unanimous.

Commissioner Deatherage said can we get Mr. Madson back at least every two months to give us a report on Covid because I'd like to know. He said there's still people dying out there.

Commissioner Rebholz said that's on the agenda at the end.

Commissioner Deatherage said we can't bring it forward since he's here now.

Chairman Waters said no, we can take it up at the end. He said he doesn't have to be here to do that.

See Addendum 5

Tobacco Free Campus Policy for Health Department

Mr. Madson said the policy at the Health Department has always been no smoking within 50 feet of the building itself, and that's County policy and the Health Department has adopted that too however Medicaid has put out that by, in order to bill Medicaid, we have to be a tobacco free campus. He said that means not 50 feet from the building but the whole grounds that the Health Department sits on and is stewards over. He said so that means in order to comply with that and get Medicaid dollars we went in and drafted, and the Board of Health approved a new tobacco policy for the Health Department. He said because its tobacco related the County Commissioners need to adopt this Board of Health policy.

Chairman Waters said you were provided the information in advance, I'll entertain a motion.

Motion: Commissioner Walker motioned to approve the policy at the Health Department. Commissioner Rebholz seconded. The vote was unanimous.

See Addendum 6

Solid Waste Update

Mr. West Overman said a couple of areas I want to update you on are the mega-sites and our collection site improvement projects that we're working on. He said I'll start with the mega-sites. He said as we were last together we were talking about moving forward and looking at the property aspects of these two mega-sites. He said we've been working with Garret and Moore, our engineers, to locate possible sites that match our criteria as we've touched on them briefly before, central location on the northside and southside of the river, close to or directly on a major highway, which I'm calling 264, 17, 32, 33, 92, and 99. He said the heavily trafficked roads around the County, the heaviest traffic, there's a lot of traffic. He said also looking at adequate size for our needs. He said we've got to remember the southside includes disaster debris potential so we're looking for a larger tract of land on the southside than on the northside. He said taking into account soil and water conditions and we also do prefer, but don't require access to our County water system. He said if we can connect to that versus a well it would be a whole lot easier. He said during this process Garret and Moore proposed multiple sites to Ms. Smith and I and we have looked at pros and cons to those sites and we have proposed additional sites back to Garret and Moore for them to look further into as well. He said that's the next step that Garret and Moore is taking, they're looking into potential sites we've identified to see if any would be suitable for construction. He said they're mapping out wetland that are on the site or may be on the site, looking at the flood zones that may be present, looking at the topography that's on the site. He said we talked about elevations making a big difference on the plans that they've conceptual come up with.

He said they overlay the plans over what they map out the site to see if what we're doing will even fit with all the constraints. He said so they should be able to come back with some overview satellite images with all these things marked and say this is a site that we could really see fitting the bill for what we need to do. He said we plan to discuss these further to get more within the next two weeks. He said we've tentatively set a timeframe for a meeting for them to get their work done and to look further into those. He said based on that, per the County Manager, discussion on any particular site would need to be brought back to the Board in closed session and we will bring those to the Board when that's ready. He said collection site improvements, as we touched on briefly a few minutes ago, the Yatesville site did open on August 5th so that project has wrapped up and as you mentioned, things do look good out there. He said I think the new layout is working well for anyone that's been able to see that, if not stop by and take a look. He said I think the traffic flow has improved at that site. He said the next steps, we have met at the engineer to begin planning of the River Road and Cherry Run improvements and we're currently waiting to receive a draft plan. He said we are physically going to walk both of those sites to pick out, this needs to be done, that needs to be done, and here's are other things we want to address. He said we felt before, phase I included a retaining wall, expansion and repair, expanding additional concrete for containers, safety railings, which are coming to every site. He said lighting improvements and electrical work on the sites, grading and stone, fencing and gate repairs. He said the engineer is actually waiting for some additional surveying information for Chocowinity right now before they can have the preliminary plans drafted for us to then work off of. He said hopefully we'll be able to have all that wrapped up to be put out for bid before too long. He said I can't put a timestamp on that right now until we get those plans back but hopefully in the near future.

Commissioner Rebholz said what is the deal about Chocowinity.

Mr. Overman said waiting on some additional surveys.

Commissioner Rebholz said for the Gray Road site you mean.

Mr. Overman said yes sir. He said the surveyor went out and took some readings, but I think, based on what I heard, they didn't say what the readings were, so it was not very good information to use. He said they had to go back out and do that again.

Commissioner Walker said I like when you're talking about improvements and whatnot, it wouldn't be hard to take a picture so we can show it to the folks. He said I stopped out there and looked because I was doing some work out there and it does look nice but to show other folks what it looks like might be a good idea.

Mr. Overman said certainly we can do that going forward.

Chairman Waters said this is going to make you feel real good. He said Yatesville opened on the Friday, the next Friday the bridge opened up on Highway 264 near Yatesville. He said I got more calls and more emails thanking us for the Yatesville site than I did for the bridge. He said we had a lot of people from other parts of the world that go across that bridge, but our local folks use the site.

Mr. Overman said we didn't have many calls about it being closed but I know there were some that were happy to see it open.

Authorize NCDWI Funding Application

Ms. Christina Smith said the next item on your agenda is a request to authorize a North Carolina Division of Water funding application. She said I'm going to ask Mr. Rich Moore with McDavid and Associates to speak in detail on this subject. She said as you'll recall we are involved in seven different North Carolina Division of Water Infrastructure funded projects that are currently ongoing. She said Mr. Moore with McDavid and Associates is contracted to provide construction administration as well construction inspections on all of these projects. She said this evening he's going to come and specifically give you information regarding this request to complete a funding application to reallocate some existing funds.

Mr. Moore said what we're going to specifically address is what we refer to as Beaufort County District I funded project, but the activities are all related to the southside water treatment plant, specifically to add a new well, supply well and to add additional filters to the southside water treatment plant. He said it was done under Beaufort County District I because the inter-connection that was installed will allow the water from the southside plant to go into District I and provide some additional supply relief so there's additional demand from District I and District I had a little more favorable economic

statistics that allowed the initial financial assistance award to basically, 75% grant and 25% loan. He said so this is a project that was bid, it was exceptionally over budget. He said T11 was our low bid on both projects, both contracts and proceeded. He said what they have come back with is they have identified that there's been a significant increase in material costs and in the order of \$750,000. He said we asked for justification, they provided the material supply orders from when they bid to the present. He said we've seen this industry wide. He said this is a result of the Covid situation, which our economy was basically shut down nationwide, resulted in egregious material delivery delays, manufacturing delays, which are still ongoing. He said when the problem was identified we asked the State for consideration for supplemental grant funds to cover the documented material cost increases and they came back and recommended we ask for loan money, which we didn't think was a good thing and so through discussions with them what we have identified was that from the other projects that we have ongoing in the County there's approximately \$2 million of unallocated funds that had been approved, had been awarded and had been authorized by the Local Government Commission. He said what we have been recommended is to have a portion of those unallocated funds be redirected to this project. He said we felt like it would be easy if they just did a direct approval, but they have requested that in order to do it they would like an application be submitted for the September 30th deadline that formally requests the money be reallocated to District I to cover the material cost increase. He said so what we've got for your consideration is the authorizing resolution to approve submitting an application. He said nothing else, just to continue that process of getting those funds reallocated and so that's what we're trying to recommend to allow this project to continue to move forward without further scope reductions. He said to allow it, based on what we've awarded, essentially.

Commissioner Deatherage said I'd just like to say I'm going to vote for this, I hate to, but this is one more time, too much money chasing too few goods and it was designed to be this way. He said bureaucrats throwing around money and they'd be wise to do it a lot differently.

Commissioner Rebholz said how many projects is the \$2 million involved in, what did you say, seven projects ongoing.

Mr. Moore said in terms of unallocated, five.

Commissioner Rebholz said so the \$2 million is coming from five projects, excluding this one.

Mr. Moore said yes.

Commissioner Booth said you said he won the bid; we awarded him the bid and now he's asking for some more money.

Mr. Moore said correct.

Commissioner Booth said his excuse is the cost of materials went up.

Mr. Moore said correct.

Commissioner Booth said what he bid on was what we presented, am I correct.

Mr. Moore said that's correct.

Commissioner Booth said so that's his loss, am I correct.

Mr. Moore said there's a provision in your contract that allows the contractor for additional compensation if he's impacted by forces beyond his control. He said typically are weather related and things of that nature. He said what we've seen is Covid has provided contract compensation.

Commissioner Booth said Covid has been over for two years and right now Covid is getting blamed for everything including people not eating and people not working.

Motion: Vice-Chairman Langley motioned to approve the resolution. Commissioner Richardson seconded.

Yes Vote

Chairman Waters
Vice-Chairman Langley
Commissioner Deatherage

No Vote

Commissioner Booth

Commissioner Rebholz
Commissioner Richardson
Commissioner Walker

See Addendum 7

Vehicle Purchase, Facilities Maintenance

Ms. Smith said the next item is regarding a vehicle purchase for facilities maintenance. She said funds were included in the fiscal year 2023 budget to purchase a truck for the facilities maintenance department. She said per the County's purchasing policy, purchases greater than \$30,000 are to be approved by the Board of Commissioners. She said staff received quotes from various vendors, and you'll see those in your agenda packet. She said as we were just talking about previously the buying and purchasing situation is definitely different now than it was twelve months prior or eighteen months prior when the budget was being put together so we're having issues locating the basic white work truck. She said I believe Emergency Management spoke about this a couple meetings ago regarding availability. She said so what we have presented to you, we received a quote from Feyer Ford, that has a vehicle that is currently now at \$38,794 and we would request approval in order to write that purchase order to receive it. She said the other quotes that you have listed here are not a guarantee, nor are any of the dealerships giving a guaranteed delivery date. She said so right now we are working on just what is available to be purchased.

Commissioner Booth said do you have the money in your budget.

Ms. Smith said yes sir, there are no additional monies required.

Commissioner Deatherage said I have a question. He said the vehicle that it's replacing, how old is the vehicle.

Ms. Smith said I do not have that information with me tonight. She said it was a vehicle that was originally scheduled to be surplussed in the Water Department and it was transferred over because in one fiscal year, 22, the personnel position was approved and at that time what was presented was in fiscal year '22 the personnel position would be approved and in fiscal year '23 the vehicle would be purchased so we attempted to spread out the costs of the new position and the equipment for the new position over two budget years.

Commissioner Deatherage said so we won't know the amount of mileage either, on it, will we.

Ms. Smith said I don't know now. She said it was included two years ago when the plan was put into place. She said all of the vehicle replacements for the Public Works Department, there is a, I think it was implemented four or five years ago there was a vehicle check list that each vehicle is looked at, all of the costs are summarized, and a point system is used for each vehicle to go through our process of surplussing vehicles and turning the fleet over.

Commissioner Deatherage said my point being right now, we are probably in a recession, technically we are in a recession. He said there's going to be a time where the cost of goods and services are going to drop, it's going to come down. He said right now the inflated price of these items is outrageously high. He said it has to come down because again, it will be a point of supply and demand. He said can we not wait to buy the vehicle later. He said the money will still be there. He said if it's still running why can't we keep using it.

Ms. Smith said because once it goes out because, again, it was scheduled to be surplussed two years ago and it is having issues so once it goes out we're totally out until we're able to locate a new vehicle.

Commissioner Deatherage said couldn't you fix it. He said mechanics are still around this area. He said it cost money, I know, I put my 13-year-old car in the shop every now and then.

Motion: Commissioner Booth motioned to approve the purchase of the truck from Feyer Ford. Commissioner Rebholz seconded.

Yes Vote

Chairman Waters
Vice-Chairman Langley

No Vote

Commissioner Deatherage
Commissioner Walker

Commissioner Booth
Commissioner Rebholz
Commissioner Richardson

See Addendum 8

Vehicle Purchase Orders for Water Division

Ms. Smith said going to the last item I have this evening, it's also regarding a vehicle purchase. She said for this item we have not been able to locate vehicles again. She said we've had numerous conversations with dealerships all across the state, even in Virginia so we've just been unable to locate anything. She said what we have found is that when a dealer gets a window of opportunity that's open, whether it's the factory or whoever they speak with it's typically only a few days long where they are able to place an order for a specific vehicle. She said what we've run into is because of the purchasing policy where any item above the \$30,000, that we are not able to approve that without your approval. She said I'm asking that you increase that threshold from \$30,000 to \$40,000 so that would allow us when a dealer calls and says he has that window, and it has the specifications we need we would be able to place that order. She said we did that with a previous vehicle that was involved in a vehicle accident, where the vehicle was totaled and the replacement vehicle was less than \$30,000, we had been calling and calling different places and no one would make a commitment. She said a dealer called and said I have a window, but I need to know by Friday, and we were able to do that because of the threshold. She said again, I'm just asking for one, just for vehicle purchase just for this year to increase that threshold for this specific purpose.

Commissioner Booth said do you have the money in the budget.

Ms. Smith said yes sir.

Chairman Waters said this would be for two.

Ms. Smith said yes sir, this would be for two and basically, based on what we are looking at now we are, if a window were too open today, based on the prices we had a week and a half ago when we prepared this, they would come in at about \$38,500. She said I'm trying to give myself a little bit of an increase just in case they have an increase. She said it's the same with all manufacturers, Chevrolet, Ford, Dodge will not even provide us with any type of pricing at all, so we are not being picky, we're not trying to, we're just trying to get a vehicle.

Commissioner Rebholz said you've only got enough money in the budget for one vehicle. He said you've got \$65,000 it says and the price of one vehicle is going to be pushing \$40,000.

Ms. Smith said yes sir.

Chairman Waters said she goes on to say additional funds will be obtained from other line items.

Commissioner Rebholz said can't we approve this by email.

Commissioner Deatherage said no.

Commissioner Rebholz said we have to have a meeting.

Mr. Alligood said I think it's different than your existing purchasing policy, that's why we're bringing it to you specifically for this and this one time only. He said if there's changes that need to be made to the purchasing policy moving forward we can certainly have those discussions off-line and bring them back as a full recommendation for doing something for a longer term, but our hope is the economy gets a little better, the market stabilizes, and we would be able to do a little bit better. He said these are for individual department trucks because you're going to have another one coming up for Emergency Services too.

Motion: Vice-Chairman Langley motioned to approve allowing a PO up to \$40,000 for one time. Chairman Waters seconded.

Yes Vote

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

No Vote

Commissioner Deatherage
Commissioner Rebholz

PO Threshold for Emergency Services Vehicles

Mr. Chris Newkirk said as Ms. Smith mentioned I'm echoing a lot of what she has said and as an Emergency Services, purchasing and pricing vehicles, very much gives you a front-line perspective on what we're encountering on both state contract requirements for vehicles. He said avenues that have served us very well in the past, especially on competitive pricing, the pricing is changing and especially availability, those vehicles are changing. He said on the second page of the materials I provided for the agenda, these figures are coming straight from the state contract and the contracting is what we price, typically through the Sheriff's Association. He said that's awarded annually, typically from October 1st through September of the following year. He said two years ago Dodge won the contract, last year Ford won the contract. He said it looks like, so far, Chevrolet will have the contract this year. He said it's very interesting, as we talk to different departments about trying to find different vehicles some of the similarities in stories and the differences we hear in stories from the different dealerships so for us, for our two vehicles this year, which we discussed during the budget process, we had been working with the state contract dealership to acquire two trucks and actually have emails where we received quotes back in June and as you know quotes are only good for thirty days so we tried to be strategic in timing that so our quotes were active in the new fiscal year. He said once the fiscal year rolled over and we were able to place the PO we got radio silence from the dealership and no response to our emails, no response to our phone calls. He said we actually ended up sending someone to the dealership to inquire about our vehicle. He said at first we were told that yeah, we've got your vehicles ordered, everything is due in by Friday. He said Friday came around and we didn't hear anything. He said the following week we sent someone back, yeah we didn't get your order in on the 2022 allotment. He said that pushed into the 2023 allotment so the same vehicle we had specked two months earlier is now subject to an increase of \$7,000 to the price. He said so we're experiencing not only the difficulty in finding vehicles, an increase in price, we're really subject to that customer service aspect as well. He said following very similarly to Ms. Smith and what her folks are doing, trying to find ways around state contracting but would still give us a competitive price. He said that's what we've been active on. He said we've actually got a quote back that is competitive from Lee Chevrolet to the state contract price on what would be the Chevrolets coming up. He said these top numbers, just to give you a perspective of where prices are falling, these two, that is the cheapest pick-up truck, full sized pick-up truck that you can purchase. He said it's a two-wheel drive, standard cab pick-up truck with no towing package on state contract and you can see for this year Chevrolet would be at \$29,754 and Ford would be at \$28,111. He said so by the time you start adding towing packages, we prefer 4-wheel drive capabilities for what we use them for, were already bumping the \$30,000 threshold that we would encounter per policy for you guys. He said we certainly don't mind bringing that back, we're not asking for additional money, but it would streamline the process for us to be able to acquire vehicles without having to do that on a monthly basis for you guys. He said mirroring what Ms. Smith has presented; we're asking for funding for pre-approval for this year of \$42,500. He said that's not additional money, that money's already been allocated through the budget process. He said we're just simply asking for a grace in coming to you beyond the \$30,000 PO.

Commissioner Deatherage said the vehicle that you have right now, is it still running.

Mr. Newkirk said yes. He said we have, the two vehicles that this would be replacing, on the fire side would be a 2015 Ford Explorer that has 100,000 miles on it. He said we just spent \$700 on replacing some front-end work and some baring's. He said on the EMS side it's a 2019 Durango that has 122,000 miles on it.

Commissioner Deatherage said that's not really high miles with the way these vehicles are built now.

Commissioner Booth said they're hard miles.

Mr. Newkirk said they are hard miles, yes sir.

Commissioner Richardson said they may be hard miles but with the precision engineering that you've got right now there's no reason you can't go to 200,000 miles. He said we've got a very expensive policy in running and maintaining trucks and most people don't understand running and maintaining trucks and most people don't understand discipline from the abuse of the operator of the truck. He said we need to be taking a look at this when our budget comes up because there's some serious problems here.

Mr. Newkirk said I agree and one of the other problems that we encounter at Emergency Services, purchasing new vehicles aside, is having a fleet of spare vehicles. He said so when one does need to be repaired or we're down for two weeks because we're waiting on parts. He said we had a wire harness go down on a Durango from a deer strike and we were three weeks waiting for that so it's not just purchasing new vehicles, it's a depth of spare vehicles so that when one's being repaired we have another one to continue operations. He said that's the other obstacle we run into, going down the avenue of extended repair time for vehicles with high mileage.

Commissioner Deatherage said years ago when I was a Commissioner, we always had spare vehicles. He said I remember, Commissioner Richardson you remember this, the Environmental Science guys, they were driving the old sheriff's cars.

Commissioner Richardson said that's right, we took sheriff's vehicles and made them into spare vehicles and there's no reason you can't do that because the Sheriff is doing the same thing everyone else is doing, he's letting them go before they wear out.

Motion: Commissioner Booth motioned to approve the \$42,500 threshold for POs to purchase vehicles for Emergency Services. Vice-Chairman Langley seconded.

Yes Vote

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

No Vote

Commissioner Deatherage
Commissioner Rebholz

Mr. Newkirk said on Carnie, I spoke with Melody today. HE said just a little bit of progress each day and we'll certainly continue to take those blessings as God gives them. He said he's made substantial progress just on the physical side of things and if you've been following the videos on Facebook she's posted, he's doing some walking exercises now and a lot of that has been heavily assisted by therapists. He said they're really starting to wean away from some of that today. He said today was the first time he actually manipulated his leg movement as far as moving the knees and stepping forward on his own without the assistance of a machine or therapist to do that do that for him. He said it's very much those small steps that we just continue to see each day and we're just going to keep praying for it to continue. He said the staff at Sheppard has been great. He said they're just good at what they do and it's a good place for him to be right now.

Chairman Waters said when you talk with the family will you tell express our concerns.

Mr. Newkirk said I sure will and please continue to keep them in your prayers, not just Carnie but the family as well because it's a difficult time, as you can all imagine.

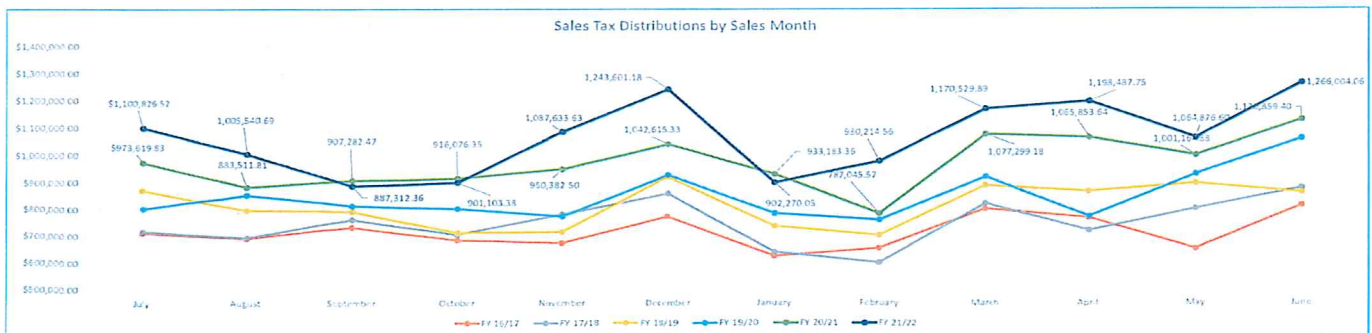
See Addendum 9

Finance Report

Ms. Anita Radcliffe said you have before you this evening the graph of our sales tax distribution.

Sales Tax Distributions							Increase/Decrease from Prior Year
Sales Month	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	
July	\$ 713,975.87	\$ 719,967.21	\$ 870,925.51	\$ 804,652.23	\$ 973,619.83	\$ 1,100,826.52	13.1%
August	\$ 694,327.92	\$ 697,155.16	\$ 796,311.30	\$ 854,426.57	\$ 883,511.81	\$ 1,005,540.69	13.8%
September	\$ 735,415.92	\$ 763,868.26	\$ 792,899.77	\$ 814,733.86	\$ 907,282.47	\$ 887,312.36	-2.2%
October	\$ 687,368.97	\$ 709,056.75	\$ 715,000.12	\$ 804,683.75	\$ 916,076.35	\$ 901,103.38	-1.6%
November	\$ 678,662.71	\$ 784,994.00	\$ 719,319.88	\$ 777,598.60	\$ 950,382.50	\$ 1,087,633.63	14.4%
December	\$ 776,283.51	\$ 861,236.00	\$ 921,986.60	\$ 930,297.04	\$ 1,042,615.33	\$ 1,243,601.18	19.3%
January	\$ 630,087.18	\$ 646,138.74	\$ 740,157.36	\$ 788,529.34	\$ 933,183.36	\$ 902,270.05	-3.3%
February	\$ 658,948.75	\$ 606,233.88	\$ 705,795.83	\$ 764,137.44	\$ 787,045.57	\$ 980,214.56	24.5%
March	\$ 803,631.79	\$ 824,136.16	\$ 889,127.85	\$ 921,933.13	\$ 1,077,299.18	\$ 1,170,529.89	8.7%
April	\$ 770,625.14	\$ 723,905.18	\$ 867,118.48	\$ 776,230.67	\$ 1,065,853.64	\$ 1,198,487.75	12.4%
May	\$ 656,305.73	\$ 804,783.81	\$ 897,173.25	\$ 933,146.42	\$ 1,001,164.88	\$ 1,064,876.60	6.4%
June	\$ 815,681.04	\$ 880,628.58	\$ 863,478.38	\$ 1,062,286.33	\$ 1,130,859.40	\$ 1,266,004.06	12.0%
Totals	\$ 8,621,314.53	\$ 9,022,107.73	\$ 9,779,294.33	\$ 10,232,655.38	\$ 11,668,894.32	\$ 12,808,400.67	
Increase from prior yr.		\$ 400,793.20	\$ 757,186.60	\$ 453,361.05	\$ 1,436,238.94	\$ 1,139,506.35	
% Increase from prior yr.		4.6%	8.4%	4.6%	14.0%	9.8%	

Budgeted Sales Tax Revenue		
\$ 11,270,473.00	FY 21/22 Budgeted	
\$ 12,808,400.67	12 month's Actual	
\$ 1,537,927.67	Current Surplus	



Ms. Radcliffe said you'll see that our most recent distribution for the June sales, they came in at \$1,266,004. She said that is an all time high since we've been keeping track since I've been here, and we've been keeping track of our sales tax distribution. She said so that completes us this year at \$12.8 million in sales tax collections. She said that's up \$1.139 from prior year, or a 9.8% increase. She said as far as a budget to actual, as I said, the actual collections are the \$12.8 million for the year, we budgeted \$11.27 million so we do have a surplus of \$1.537 million in sales tax for last year. She said turning to the next page.

Additional Payment to Schools for Capital (Restricted Sales Tax Revenue)

	April 2022 Sales	May 2022 Sales	June 2022 Sales	Total Apr-June	July 21-Mar 22 Actual	Total	Est. Amt. to Schools
Article 40 Est.	\$ 339,962	\$ 335,991	\$ 363,011	\$ 1,038,963	\$ 2,803,969	\$ 3,842,933	\$ 1,152,880
Article 42 Est.	\$ 302,987	\$ 261,750	\$ 319,947	\$ 884,684	\$ 2,305,547	\$ 3,190,231	\$ 1,914,138
							\$ 3,067,018 School Sales tax share
							\$ 487,000 Lottery Funds
							\$ 3,554,018 Total Due
							\$ (3,006,255) Payments
							\$ 547,763 Additional Due to Schools
							\$ 544,973 Estimate
							\$ 2,790

Ms. Radcliffe said because our sales tax distributions have been so robust last year, I mentioned to you about three or four months ago that we were going to have to pay the school some additional sales tax funding, reserve funding for capital. She said I estimated that amount to be \$544,973 and I'm able to do that collection now that we know our final sales tax numbers. She said our final amount owed to them is \$547,763. She said then it's my understanding that at the July meeting the Board voted to set that \$547,763 aside for the school reserved as capital and the school would come back before the Board and request distribution of that funding and let you know how they would like to spend it.

Contract Renewal, Debtbook

Ms. Radcliffe said our renewal is up for our Debtbook software. She said we use it to track our debt service payments. She said all of our debt footnotes that have to go on our financial audit report and also to be in compliance with the new GASB 87 ruling, tracking our leases, folks that we lease from and folks that we lease to, so it's a software I really can't perform our work without. She said I reached out to the guy at Debtbook and asked could we get a discount if we did a multi-year contract as opposed to just an annual renewal and he did say if we did a two-year contract we could lock the price in at

\$9,750 per year for fiscal year '23 and '24, as opposed to paying \$11,750 just for fiscal year '23 and an unknown amount, because I don't know the amount for fiscal year '24. She said my recommendation is that we go ahead and approve the two-year contract with Debtbook because I know I'm going to need the software for the next two years and the price will be \$9,750 both years. She said the contract begins on page 229 and the quote is on page 231.

Motion: Vice-Chairman Langley motioned to approve the contract. Commissioner Rebholz seconded.

Yes Vote

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

No Vote

Commissioner Deatherage
Commissioner Richardson

See Addendum 10

NC Resilient Coastal Communities Grant Award

Chairman Waters said we need to go back to item for consent, and that's on page 9.

Ms. Radcliffe said I can give you a little bit of background there. She said basically the County has been awarded a \$64,130 grant from the Division of Coastal Management. She said it is to develop and impact demonstration site at the Community College and there is no County match for that project. She said the project summary is on page 21 if you want a detailed summary on what that site would do. She said basically I'll just be reading here, the 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 and commercial projects, ultimately reducing stormwater runoff. She said so basically my understanding of the project is they try to show ways that you can use natural landscape to infiltrate, absorb and reduce stormwater runoff and that's what that site would be doing.

Commissioner Richardson said I believe I had that pulled. He said when did this come before the Commissioners to apply for this grant.

Ms. Radcliffe said so historically we would not come to the Board to ask permission to apply. She said we come to the Board when it's awarded, and you have the option of.....

Commissioner Richardson said no, no, pardon me. He said two or three years ago this business of these sudden bills popped up and we set a policy of the Board at that time there would be no grant applications without prior approval from the Board before grant applications were made so my next question is who made the grant application.

Mr. Alligood said this is a continuation of the original grant, this is phase III of the RCC grant which we brought to the Board, I can go back and look but this is a continuation of that original grant. He said remember the State gave us an original grant of all this money to do, to look at resiliency. He said I think Commissioner Rebholz, or Commissioner Booth was on the committee.

Commissioner Richardson said what was the first two parts of that then.

Mr. Alligood said it was to get public input on what they thought was the best method for resiliency and then the engineers determined what hybrid models could be based upon that. He said that was sent back to the state and they said okay, we've paid for all that, now your next step is to actually do, or to design the project and then the third phase is they have money where they will pay to implement the project. He said so there's no County money in this at all.

Commissioner Richardson said that was my next question, who's going to put up the \$500,000 to build the project.

Mr. Alligood said the state is, that's part of the, that was part of the plan from the very start. He said they said what we'll do is, if you remember they selected several communities. He said Beaufort County got one, the City of Washington got one, Belhaven got one, Aurora got one and it was a process, the different levels and they said we've got money to do this. He said I think there's some federal money associated that they've got to do it for resiliency. He said the process was start

this project, talk to community, find out what the community likes, then do a demonstration site and design the demonstration site, and then build the demonstration site.

Commissioner Richardson said this is for resiliency, I have trouble understanding what this project does to promote the future long-term viability of Beaufort County.

Mr. Alligood said what it does is it's supposed to help developers and people understand processes that they can do as the develop properties to make the resilient to flooding and storm events and those kinds of things.

Commissioner Richardson said well look, you know, I do a lot of stormwater work so I'm familiar with this and nobody has yet proven that all these stormwater programs and these mud holes that we go out and design and build actually are worth the money it costs to build them and the changes in design that we have to do in order to get them built. He said I'm going to have to, I'm not going vote for this. He said as far as I'm concerned this is another useless project that the federal government and the state government come up with that really don't benefit anybody, but they help a lot of environmentalists get where they think they want to go. He said it also indoctrinates a lot of people in the school system into believing things that are simply not true. He said so this is a useless project that's hurtful to society, it's harmful to society and it just shouldn't be, and I'll take your word that the County isn't going to have to put up any money for the construction of whatever this monstrosity that they're going to build is and I'm familiar with the design for these things, so I know a little bit about it.

Commissioner Deatherage said I have a question. He said how many acres are going to be affected.

Mr. Alligood said I don't know the answer to that. He said this is the design phase so I don't know how many acres it will cover.

Commissioner Richardson said they can do all kinds of things from planting, a little strip of weeds along a ditch, a flower bed to it can go in about 1,000 different ways. He said you don't know until they design it.

Commissioner Deatherage said I have one more question. He said the money is coming from the state but there are federal funds coming through the state within this project. He said the reason I ask is I'm concerned from a macro point of view that money is just flooding into all these systems, who's going to pay for it, our children. He said \$4 trillion has flown into the system from the federal government and I don't think that includes the budget, which is about \$900 billion and it's just more and more and I don't see the benefit from it. He said that's why, to design this, gosh \$67,000 just to design it and then \$500,000 to build it, and it just seems like a rake off. He said I'm just wondering is that kind of money for all the towns or is it just for Beaufort Community College.

Mr. Alligood said I don't know what other communities have.

Commissioner Deatherage said but you were saying Belhaven is getting a piece of it, Aurora, Washington.

Mr. Alligood said they were awarded RCCP grants as well. He said I'm not sure what their piece is.

Commissioner Deatherage said so it could be as much as \$1 million or \$2 million coming into Beaufort County to build, as Commissioner Richardson calls it, mud holes. He said I'm sure it's more than that but in affect that's a lot of money just to discover how water travels through the natural process.

Commissioner Richardson said let me correct you, it's not to discover how water travels. He said we know how water travels through the natural process, that's not it. He said it's the political thing that you have to have stormwater retention and stormwater treatment and it has to be done as prescribed by the government and it's never really been proved that these programs are worth the cost. He said you could just as easily require that every new development puts a trash catcher in for all the water that runs off the property. He said it would probably do more good to do that but at any rate we get the trash catcher plus a lot of other expenses.

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

Yes Vote

Chairman Waters
Vice-Chairman Langley

No Vote

Commissioner Deatherage
Commissioner Rebholz

Commissioner Booth
Commissioner Walker

Commissioner Richardson

Noise Ordinance Review

Mr. David Francisco said I'm going to give you a review of the Beaufort County Noise Ordinance. He said you have seen this; it's attached to your, page 233 in your book entitled Chapter 92, Noise. He said just hear me out for a few things that I've been looking at this. He said Beaufort County's noise ordinance was passed in 2003, almost 20 years ago. He said you have a copy of this 1 ¼ page, and that's kind of a stretch. He said perhaps Commissioner Richardson could fill us in on what brought this along and why, this particular thing. He said this is during his era I think, 20 years ago.

Commissioner Richardson said I can tell you I don't remember a whole lot about why we put it in other than, well I do know part of it. He said people were having parties, there were saloons and places that serve alcohol, a place called Desperado's, that's right.

Commissioner Walker said because of the man that lived across the street.

Commissioner Richardson said yeah, that's right, but there were other places that there were issues.

Vice-Chairman Langley said wasn't there a place out on Slatestone.

Mr. Francisco said whatever was going on there, and I remember Desperado's also, but our wonderful noise ordinance makes it unlawful for anybody to make, permit, continue, or cause to be made or to create any unreasonably loud and disturbing noise in the County. He said it then ceases to define the words disturbing, unreasonably loud and sound amplification. He said by stating such interrupts the normal peace and calm of the area. He said it did provide "any sound amplification" as any sound amplification operated to create sound levels. He said it then gives 50 dBA and 60 dBC. He said do we have any of this equipment to measure this stuff.

Chairman Waters said the Sheriff's Office did.

Commissioner Richardson said yeah, the Sheriff's Department had the measuring equipment. He said as I recall it cost about \$5,000 to buy the unit and that's like a lot of the toys the Sheriff's Department gets, they're not really there, after a year or two they're gone.

Mr. Francisco said I've never seen it being used and they certainly don't set it up on the road here when they go by my office.

Commissioner Richardson said right, and I've got the same problem, they go by your office and then they go by mine. He said I've been complaining about with noise, that we need to do something that's affective. He said the ordinance was drawn two different ways, one was with technology by measuring decibels and the other way is the sentence that says, "noise that is perceived by a person of ordinary sensibilities as interrupting the normal peace and calm of the area". He said so if someone is being disturbed by noise outside your house you don't have to go buy a decibel meter to bring charges against them. He said you can go down and say they're disturbing the peace and they're disturbing me, and you could probably get a warrant. He said since this is coming up this way, we have a farmer within the county in the last couple of weeks has run into this, deer eating his crops that he put up a noise cannon and the neighbors have given him a really hard time. He said they came and took a warrant out on him on this ordinance. He said farmers, of course we never intended to impact people from protecting crops. He said we had one incident that happened with a noise cannon and since then it came to the Commissioners and that was a place on the southside of the river that grew produce and they put up a noise cannon to keep birds and things from eating their produce and the neighbors fussed about that. He said I don't know how that was finally settled but after it came before the Commissioners a couple of times it sort of went away.

Commissioner Booth said I know how it was settled. He said after the man that bought the property put Desperado's out of business and there wasn't anymore complaints and no one said anything more about this noise ordinance, am I correct.

Commissioner Walker said you're correct.

Commissioner Booth said nobody else said anything. He said see what happened was you're right, on the machine that you measure the noise, you went to the person's house that was making the noise, you didn't go to the complainant you went to the house that was making the noise. He said so it just died on the vine after this guy died.

Commissioner Richardson said but the paragraph, the single sentence paragraph there that says about noise perceived by a person, that allows people if they are being put upon to do something about it. He said we did have one more incident which involved a perception and that was down on Cox's Cross Rd on Broad Creek where houses are side by side. He said one guy liked playing loud music from 10 o'clock at night until 2 o'clock in the morning, keeping his neighbors away. He said I don't know how that one was settled either but word of that one got to the Commissioners. He said I will say the Commissioners that I know of never intended for farmers to be put upon as far as protecting their crops.

Mr. Francisco said I will say to you that's, you've got my little memo that I did about this. He said with no hesitation, this ordinance is unconstitutional and unenforceable, and it really is, looking at it both ways. He said the only thing that's going to happen is you might scare somebody into doing what you wanted to get done but that's it. He said they're not going to enforce that.

Commissioner Richardson said the City just did an ordinance within the last few months so we might want to take a look at their ordinance, or you may already have.

Chairman Waters said it's in here.

Mr. Francisco said I gave you a copy of that. He said I suggest you read it. He said as far as these things go it's excellent. He said they had some help getting it done and they've updated it already this year from previous ones. He said it's as good as you're going to find one of these things. He said now, does it mean it's always going to be successful, I don't know the answer to that. He said I also recommend to you Pitt County has a noise ordinance and it was amended this year, also, April 4th of this year, and it's shorter, it's only about eight pages. He said it has decibel levels also. He said it's better written than the one we have and it's about three or four times longer, even at eight pages. He said we don't have an enforceable ordinance, that's my feeling.

Commissioner Richardson said if that's the case we need to take a look at doing another ordinance. He said I don't have a problem with using, I just got them today, but I don't have a problem of taking a look at both of these and modeling it on it. He said I don't want something that's going to cause a problem for farmers. He said we need to find a way to allow people to run their businesses where they have to use noise without that being a serious problem. He said so if you could bring that back in a couple of months and let us take a look. He said the Board maybe study it in the meantime and see what we can do. He said I have a particular problem with motorcycles that are just hummers. He said they're just fine, but other people come by me and see how much noise they can make with the thing. He said that's a problem. He said we also have the same kind of problem with automobiles, it's the same way.

Mr. Francisco said let me share just a couple more things. He said you talk about, we have a general statute, 21-28, Exhaust Systems and Control Devices. He said it says, "no person shall have a motor vehicle on a highway unless such motor vehicle is equipped with a muffler". He said that's clear enough, "or other exhaust system of the type installed at the time of manufacture, in good working order and in constant operation to prevent excessive or unusual noise, annoying smoke and smoke screens". He said a few holes in that perhaps. He said then B says, "it shall be unlawful to use a "muffler cut-out" on any motor vehicle upon a highway". He said then C says, "no motor vehicle in this state that was manufactured after model year 1967 shall be operated in this State unless it is equipped with emission control devices that were installed on the vehicle at the time the vehicle was manufactured, and these devices are properly connected". He said then it says on D, "the requirements of C shall not apply if the emissions control device have been removed for the purpose of converting the motor vehicle to operate on natural or liquified petroleum gas". He said it seems to me in reading that, everybody has to, once a year go in and get your car inspected and get a little sticker that goes on your license. He said how many times do they check your muffler. He said these ones that go by here either don't have mufflers or they've been replaced.

Commissioner Rebholz said it's for safety only, inspections. He said we don't do emissions.

Vice-Chairman Langley said in Pitt County they do.

Mr. Francisco said the statute is a little different. He said it seems to me the inspections could be picking up on these things and making people replace their noisy mufflers. He said I've got one guy in a pick-up truck that goes by several times a week, goes right down 3rd street. He said he doesn't have the first muffler on that thing. He said it's just horrible loud and he has a big grin on his face just enjoying himself.

Commissioner Booth said that you can enforce but a loud muffler you can't. He said he's got to have a muffler.

Mr. Francisco said I'm not going to go out and tackle him, I mean somebody else will.

Commissioner Booth said you won't get a conviction, it's just one of those things and like you said it's just, you can put any type muffler there, it's a manufactured muffler. He said there's nothing you can do but you can't, in Pitt County you get it inspected and you have to have emission controls. He said some cars, the statute that you're reading is talking about the catalytic converter. He said taking the catalytic converter off would violate that policy.

Chairman Waters said but you've got to check it.

Commissioner Booth said that's right in the County where it's registered.

Mr. Francisco said emission control devices.

Chairman Waters said I'm confused. He said if we want him to come back with it are we asking for an updated ordinance policy.

Commissioner Richardson said I think I am.

Chairman Waters said hearing what I've heard if there's no way to enforce it why do we have to update it. He said are we going to be able to come up with one that's enforceable.

Mr. Francisco said I don't know how portable these sound things are. He said it seems to me you've got to catch these vehicles and then be able to prove by observation or some type of a printout that they violated the statute and then take them to court.

Chairman Waters said do you think it's going to go on the court docket.

Mr. Francisco said I think probably it's a 50/50 situation.

Commissioner Rebholz said I think we're talking about more than just vehicles.

Mr. Francisco said oh yeah, you're talking about loud bands and all kinds of stuff. He said I'm centered on vehicles because I think it's the one area we can try to control, and I don't know about that.

Commissioner Walker said since we don't have enforceable ordinance do towns and municipalities have to come in and get a variance, which they do from time to time.

Commissioner Richardson said well they do because the ordinance hasn't been down and the Commissioners haven't changed the ordinance or rescinded the ordinance so as long as it's standing, yeah, they do but whether it's enforceable or not is a question for a court.

Mr. Francisco said we have a couple of lines that's not attempting to be enforced but you did say somebody had taken someone to court. He said we don't know the result.

Commissioner Richardson said no, he goes to court in a couple of months, this just happened a couple of weeks ago. He said but back to the ordinance, I think, just summarizing this, when we talk about this again we should talk about how the state laws and regulations affect the use of mufflers and affect machines and we might be better off to push for, as somebody has said, better enforcement for people who are doing the inspections in the County. He said we might look at whether we can impose, have our own ordinance that says you're going to check for loud mufflers or you're going to check for mufflers when you do this thing to see if they're original or not. He said yeah, we might think about that but also if you're saying this is not an enforceable ordinance, which I've heard that before, that we really need to take a look at reworking it because if we don't have something we're going to wind up with some problems and that's what we were having before. He said

that's why we got into this to begin with. He said so yeah, I think in a couple of months, give you a couple of months, and read these ordinances that you presented us with and then we come back and see what you recommend.

Commissioner Rebholz said I'm not as concerned about the vehicles. He said I know you all have experience here in Washington, but you've got a City ordinance that takes care of that, you've got a state law that takes care of that. He said I think the bigger issue is going to be the other stuff that prompted this to begin with, which was the loud bands and other stuff going on.

Vice-Chairman Langley said back when this was first done, vehicle were not part of the equation at all.

Commissioner Booth said that's right.

Commissioner Richardson said some people are abusive with vehicles. He said it massages their ego for them to ride around and aggravate everybody else.

Chairman Waters said Mr. Francisco you have your instructions.

Mr. Francisco said in two meetings, right.

See Addendum 11

Strategic Plan Update

Mr. Brian Alligood said I had a meeting August 23rd with Kevin Leonard, who is the director of the North Carolina Association of County Commissioners and they have agreed to work with us, as the Board has requested, and they have scheduled an opportunity October 26th and 27th. He said it will be a full day and a half day. He said his desire is to send out some information ahead of time to get some feedback and then bring that back to the Board during that day and a half session.

FEMA Hazard Mitigation Grant Program MOU for Hurricane Florence

Mr. Alligood said there's a pretty detailed explanation in the agenda item. He said this is regarding Hurricane Florence. He said as you can see through the detail there was a request that was brought to the Board, it was approved to opt into the State Centric Mitigation Plan and that is where the State of North Carolina actually manages those programs and projects for the County where we used to have to manage that ourselves. He said as you can see the Board voted 7-0 to do that. He said so for the original request that was put in back in 2019 under Florence, it was approved. He said you will see the request from the state, we still have to sign off on this to allow the project to move forward. He said the state will take care of handling the project itself. He said the COG is actually handling the local work and this is for acquisition and demolition of 19 properties within the City of Washington and the City of Washington has agreed to accept those properties at the end of the project so that we are not cutting grass in the City of Washington.

Commissioner Richardson said now are there other projects in the County. He said did I see that in here or did I miss it.

Mr. Alligood said there may be some additional projects later. He said this is the first batch, there may be some out in the County. He said I don't know the entire listing of the properties, I think they may still be working through some of those. He said this was the first batch they've brought forward, there are 19 of them. He said all of these are in the City of Washington.

Chairman Waters said somebody fill me in, where is Heritage Drive.

Commissioner Booth said over by the Armory.

Mr. Alligood said it's out Minuteman Lane.

Commissioner Richardson said to give you the long and the short of this, and I want to say some things that are going to upset some people before this is over with. He said this is a project that was slab on grade construction that the City blew when they permitted it. He said we had a flood ordinance when this was permitted and there was a good buddy system where these guys got away with building this stuff to low. He said the City ought to have to eat this instead of the rest of

the taxpayers. He said this is their boondoggle and it is unbelievable how bad the project was messed up. He said also, for the record while I'm here, I'm not going to vote for the County to take any properties that we have to mow the grass on forever or that we're going to put into useless use forever. He said we can restrict the properties if we have to without owning them. He said if FEMA doesn't want to do that then why do we want them. He said we don't want to do that.

Commissioner Booth said these houses on Heritage Drive, are those the one that a couple years ago, are those the ones they talked about demolishing.

Mr. Alligood said they flooded during Florence; they have repetitive flooding so they're moving forward. He said these are actually flood insurance projects, these are not general taxpayer projects. He said so yes, these were submitted for demolition and removal and leaving as green space so they can never have to pay insurance claims on it again.

Commissioner Booth said does the owner have the option to opt out.

Mr. Alligood said the owners of the property requested that they be put in initially.

Commissioner Booth said the reason I'm asking is a few of them I know of has just had some major overhaul, I mean it is major.

Mr. Alligood said my understanding is you can go to them and say the project was approved, we'd like to acquire and demolish them, and the owner can say no but I don't think they're going to pay flood insurance claims moving forward.

Motion: Vice-Chairman Langley motioned to approve the memorandum of understanding, resolution, and agent designation form. Commissioner Booth seconded. The vote was unanimous.

See Addendum 12

Chocowinity Fraud Investigation

Commissioner Richardson said the Chocowinity thing, the rumor mill, I can't be to very specific other than there's been a problem over there involving money. He said but back to what the Finance Director was doing, didn't you have something in here about approving a contract for the audit. He said your write-up said something about audit standards, I saw standards in fraud.

Ms. Radcliffe said my intention and my hope is that I would have time to put together a presentation for you tonight on how we go about safeguarding County funds and some of our internal control documentation, but time did not allow that for me. She said I had four staff here off on Friday from a normal staff of eleven folks, so I was taking up water payments Friday instead of creating the presentation.

Commissioner Richardson said so that's been pulled from tonight's agenda, is that what you're saying.

Ms. Radcliffe said I had volunteered as a courtesy to try to answer some of your questions as a presentation.

Commissioner Richardson said no, I'm talking about the item right now. He said you had it earlier on the agenda and we apparently skipped it.

Ms. Radcliffe said we didn't skip it; I was going to try to do a presentation on our internal controls as part of my finance reporting. She said I did not have a chance to work on it.

Commissioner Richardson said right, so you pulled it from the agenda tonight.

Ms. Radcliffe said I unvolunteered myself from doing it, yes.

Chairman Waters said but she's going to still try to have it ready at the next meeting, her presentation.

Commissioner Richardson said that's fine. He said what I'm getting at here is how do we know, based upon our own procedure, that the County doesn't have money in the Town of Chocowinity situation and the Chocowinity Fire Department and the Chocowinity EMS Department. He said how do we know that our funds have not been tampered with.

Mr. Alligood said we send the tax dollars to the town based on the tax authority that's for fire or EMS. He said that's the only thing we send over there, and the municipal taxes, I mean.

Commissioner Richardson said but how do we know that money is properly spent.

Mr. Alligood said we don't, that would be the responsibility of the governing Board of the Town of Chocowinity.

Commissioner Richardson said I don't think so, I beg to hardily disagree. He said if I'm sitting up here taking money from the taxpayer and I'm sending it to another taxing authority or another authority that's spending it, I have a fiduciary responsibility to make sure that money is properly spent.

Mr. Alligood said so the taxing authority under the fire and EMS, you're correct. He said the City taxes are not your taxes, that's Chocowinity.

Commissioner Richardson said I don't disagree. He said there's also a fire department, another fire department that's involved in this.

Mr. Alligood said I'm not aware of that. He said I hadn't been notified by our acting Emergency Services Director, that he was informed by the fire chief that the Office of State Fire Marshals was coming in within the next two weeks to inspect and take a look at the fire department books and then a representative from the State Auditors Office would be with them but that sound to me like they're looking into that.

Commissioner Richardson said now look, I'm going to go back into the history of this thing a little bit because about four or five years ago I asked for this County to do a forensic audit of the Chocowinity situation in order to make sure our funds were being adequately handled and properly spent. He said I did not even get a second from this Board to do that and now we have a situation come up in which case our funds may have been improperly spent so my question, #1, when we send funds out we need to make sure those funds are properly spend, and #2, how are we going to recover the taxpayer's money if they have been improperly spent.

Mr. Alligood said we get an audit, we get a copulation audit from our fire and EMS folks that show where the money they got from the taxing authority, where it was spent, and we see that each year. He said I know that conversation was held pretty in depth with this Board at one time where you said do you want to make them do an audit of that and there was a push-back because of the cost of doing an audit every year, and the Board said now, we don't want to make them do that because of that. He said so I don't know how to answer that question.

Commissioner Richardson said I, as a Commissioner using the police power of the State to take money away from people, understand that I have a responsibility to see that it's properly spent. He said this Board has never been willing to do a forensic audit of any kind to make sure there was fraud anywhere. He said I have explained to you over and over, although I realize you thoroughly disrespect my abilities in finance, how corporations do things like this. He said they don't audit everybody every year. He said they pick specific areas, and they target those areas or those places, or those cost centers. He said so you have the same cost, you're only paying for one forensic audit every year for the one you audited. He said but you sort of pull the name out of a hat as to who's going to be it this year or you select them based on we've been having problems over there, so we need to go over and take a look. He said this County is not doing that. He said we're sitting here, right now, as a County, based on recommendations that have been made by you and the Finance Officer in the past, that we don't need to look at this, we don't need the audit, we just dump the money and run. He said that is not the way it is supposed to be so what are we going to do about this.

Mr. Alligood said Commissioner Richardson, a couple things. He said yes we do disagree occasionally on finances because there is a difference in business financing and government financing.

Commissioner Richardson said thievery is still thievery.

Mr. Alligood said I'm not saying that, I'm talking about the way books are done and we do disagree on that, I'll agree with that, but you seem to be attacking me on something that you just said this Board didn't vote to do. He said I don't have the authority to go do something this Board doesn't direct me to do so if the Board of Commissioners wants to do that, if there's a majority vote to do that, we're happy to do whatever the Board directs me to do but you seem to be attacking me for something that I have no control over.

Commissioner Richardson said you do have some control over it because you make recommendations as to how we should be auditing the money that we collect, and you have never made a recommendation that we take a look at fraud. He said I have asked in the past and I've always got push-back but I'm willing to leave that for the moment because I....

Mr. Alligood said no, no, no, let's not leave that because I want to be clear that I am all about making sure there's not any fraud so don't accuse me of not doing that.

Commissioner Richardson said then why haven't you done something to ensure there's not fraud.

Mr. Alligood said this Board has never told us to do that.

Commissioner Richardson said yeah, see you're running in a circle and it's not going to work.

Mr. Alligood said you're the one running in a circle because you just said this Board would never vote to do that.

Commissioner Richardson said you just told us you have no responsibility to do that and that we shouldn't be doing that, that was at the beginning of the conversation.

Mr. Alligood said I didn't say that.

Chairman Waters said no, no, no, look guys, we're going to have a discussion and I would ask that you, one of you, or Mr. Francisco, talk with the State Auditors Office, that has the authority to come in and do those sort of things, if they do this for a County. He said in other words, if the Commissioners voted and said we want the State Auditors to come in and trace our money going to anybody, whether it's Chocowinity, or whether it's Bath, or whether it's Pinetown, I mean, whoever it is, to see if they do that on some random basis. He said say we engage them, and we want you to check, and we'll draw that name out and you do it. He said I don't know that they do that, but I'd like for you to follow up and ask.

Commissioner Richardson said the State Auditor will do that only when they have information that leads to wrongdoing. He said that's why they're accompanying the fire marshal to Chocowinity. He said what I'm saying is how do you know, as the Finance Officer in charge of this money and the manager in charge of this money, that the money that we collect and we write checks to people to, to various organizations, how do you know it's being properly spent.

Mr. Alligood said because they are providing a service, I mean the overall picture on that is we gave them, here's a rough, okay, say we gave them \$500,000, if they show us expenses of \$500,000 in debt services on ambulances, paying people on ambulances, whatever, buying fuel then they've demonstrated to us that they've spent those funds for those purposes. He said they show us that every year.

Commissioner Richardson said fine, then you need to write me a check for \$500,000 and I'm going out and provide some service for the County and I'm going to give you back a piece of paper that's going to tell you I spent it properly, that's what you're saying. He said now, we're all big boys, people steal money when they're in important positions, so we need, as a County, and I'll direct this, since you're out of it, you've cleansed yourself of all responsibility, so I'll direct this to the Board. He said how is this Board going to make sure that when we dump money, write these big checks to these various organizations that there's no fraud in these organizations. He said what are you going to do about it. He said you turned down the audit that would've discovered this five or six years ago so tell me what you're going to do. He said how are you going to protect the public from thievery.

Commissioner Rebholz said based on the fact that a County can only do what the State Legislature has given them the authorization to do, I don't know that we're authorized to do that.

Commissioner Richardson said oh that's totally wrong Commissioner Rebholz. He said that is really third grade thinking. He said the law says we have, as a Commissioner, have a fiduciary responsibility and you don't know this but under certain conditions you can be made to dig in your pocket and pay money that you did not look after. He said sitting here and saying we're going to let people steal from us is the wrong thing to say.

Commissioner Rebholz said I'm not saying that either, I'm just asking if you've got the authority to do that.

Commissioner Richardson said yes, you do.

Commissioner Rebholz said okay, you show me.

Commissioner Richardson said if you give somebody the cash money.....

Commissioner Rebholz said no, no, no, that's not what I'm asking.

Commissioner Richardson said there's plenty of law, okay, you're picking, I'll have an answer at the next meeting here.

Commissioner Rebholz said that's fine. He said I am totally supportive if we have the authority.

Commissioner Richardson said this is totally juvenile asking whether we have the authority to follow the money we give to people, we do. He said there's plenty of lawsuits. He said I tell you what you do, you call the State Auditors Office and ask them, and they'll tell you. He said you call the Local Government Commissioner and ask them and see what they'll tell you.

Commissioner Rebholz said okay, I'll do that.

Chairman Waters said I think we need to back up just one second and recognize that when we get the audit from whoever it is, it's like Mr. Alligood said, if we give them \$250,000 and they've got \$250,000 worth of expenses or debt services they've used that money. He said the problem comes in, that is the operating statement but when money flows into Chocowinity or Pinetown or anybody else and grant money from other places, that's cash that goes into the bank that's on the balance sheet and, you know, that's where a lot of the fraud is because there is no accountability for a lot of the grants. He said they don't go back and follow up and ask for an audit. He said let's go to your item.

Commissioner Richardson said before we leave this item I want to say to this Board what are you going to do to protect the public in fraud and the handling and use of money that we fund these various institutions to. He said it's not just what we give to the fire department and things, you give \$600,000 and \$700,000 to these various good buddies, your favorite charities that get you votes.

Chairman Waters said yeah, and one of them is your favorite library, which we send almost half of the money to the library.

Commissioner Richardson said you are absolutely clueless as to how it's spent.

Commissioner Deatherage said we do have the power to tax, I mean, police power is an awesome authority. He said we also have the power for oversight. He said it's a dual process that we really should do. He said we can perform oversight to the limit that we wish to perform that oversight, and I'm sure there's some stumbling blocks and we can be stopped at some point but then again, we might be able to push through those. He said somebody has got to mind the store and look after the taxpayer and right now, locally, we're that guy. He said but we can't expect our bureaucrats to do it, we have to do it. He said we have to ask them to do it as a group, we have to ask them to do that so I really think the weight of this problem, should there be a problem, is upon us.

Sales Tax Money for Schools Discussion

Commissioner Richardson said Ms. Radcliffe brought us up to date a few minutes ago with the exact amount of money with apparent underpayment that we have made to the school board for capital and a couple of months ago when this came up what this Board voted to do was to set this money aside and let the school board tell us what they wanted to do with it. He said what we did when we did that, and I didn't think about this until I got home, but what we did when we did that is we increased their capital budget by \$547,000. He said we appropriated \$547,000 of additional spending. He said so my question is, and maybe you can enlighten me on this, is the \$547,000 going to be taken as a credit against next year's budget.

Ms. Radcliffe said so that money, as of June 30th, rolled into fund balance. She said it's excess sales tax revenue that rolled into fund balance at June 30th so in our June 30th audit we will show a reserve for the \$547,000 for school capital of that fund balance.

Commissioner Richardson said when is that money going to be spent.

Ms. Radcliffe said whenever they come before us and ask for it.

Commissioner Richardson said that's what you said a while ago and that reinforces what I'm saying, what we did is we increased the school capital by \$547,000. He said now one of the things this Board has been doing, well, if they came to the next meeting and told us how they wanted to spend it would be appropriate it.

Ms. Radcliffe said yes, out of the fund balance. She said the law says we have to give them that money.

Commissioner Richardson said yes but the law doesn't say we can't take that as a credit against what we've already given them this year, its capital money.

Ms. Radcliffe said no, that's not correct, it is a calculation. She said if you go back to my presentation it is a calculation. She said we owe them 30% of whatever we get of Article 40 sales tax, we owe them 60% and whatever we get in Article 42 in sales tax, we have to give them that year or either reserve it for them for school capital.

Commissioner Richardson said of that year. He said now we're doing funny business with the bookkeeping.

Ms. Radcliffe said no.

Commissioner Richardson said yes we are.

Ms. Radcliffe said how so.

Commissioner Richardson said well let me explain it to you. He said you took a credit into this first quarter of this fiscal year that we're in.

Ms. Radcliffe said I'm not taking a credit into anything.

Commissioner Richardson said would you mind letting me finish. He said you took a credit of the \$547,000 in this quarter against funds that were collected in the last quarter of last year as sales taxes. He said now wait a minute, yes you did.

Ms. Radcliffe said no I didn't.

Commissioner Richardson said yes you did, too. He said listen, when sales taxes come in for the fourth quarter of last year what do you credit that tax revenue against.

Ms. Radcliffe said so sales tax runs three months behind. She said we get our April sales tax in July; we get our May sales tax in August, and we just got our June sales tax in September. She said the generally accepted accounting principles and the governmental accounting standards board says that those July/August tax collections have to be accrued back as a revenue in the prior year.

Commissioner Richardson said oh wow, then why isn't the \$547,000 of capital, which the money only came in during that period, accrued back against last years capital spending.

Ms. Radcliffe said it's going to be shown as reserve fund balance.

Commissioner Richardson said I'm sorry, but you are wrong.

Ms. Radcliffe said okay.

Commissioner Richardson said you are just wrong, and I would like for the auditors, would you please have our auditors call me about this because this is an exception to the audit. He said you cannot count that money on one way and then count it favorably another way. He said it's wrong, it is inconsistent accounting.

Mr. Alligood said Commissioner Richardson our finance officer is a certified finance officer, and she does know what she's talking about.

Commissioner Richardson said everybody makes mistakes.

Mr. Alligood said I'm not saying everybody doesn't make mistakes, I'm saying that we're doing it the way we're required to do it by government standards.

Commissioner Richardson said I'm saying that you're not. He said please have the auditors call me.

Mr. Alligood said okay, and when they tell you that we're doing it correctly will you please come back to this Board and tell them you were incorrect.

Commissioner Richardson said yeah I will and let's go back to something that we need to understand about auditors. He said the softest funny money hand shaking thing that goes on is these government audits because the government audits are for no purpose other than to make the people at the top, the bureaucrats feel good and that everything's been done correctly and it's not really a fierce audit. He said it's a soft audit of the worst kind.

Ms. Radcliffe said can I respond to that.

Commissioner Richardson said you can.

Ms. Radcliffe said I disagree with that. She said first of all I couldn't tell you what half the auditors that look at our books look like. She said they're from Whiteville, never met them in person in my life so they're not going to do me or Mr. Alligood a personal favor by giving us a favorable audit and put their license at risk that they worked so hard to get, that's #1. She said #2, we've had some bad audits, it was before I came. She said when I came there were 13 audit findings in our audit report. She said a very bad audit and I've managed to put together, with the Manager's support, a great team and we have cleaned all of that up, we've had zero audit findings for the last four years. She said I expect we'll have zero again this year and, you know, I don't understand why you don't have confidence in what I'm doing but I'm not sure what I can do to change your mind about that but I'm happy to put you in contact with the auditors so you can have a conversation with them.

Jail Inmate Supervision Discussion

Commissioner Richardson said I know we're going to have a new sheriff coming in shortly and he can probably do something to take care of this. He said we have too many deaths in the jail, and we have the last thing that the state did with a death is these people were not supervised. He said we're paying for a lot of people to supervise people in the jail. He said we're paying for two full time nurses, and we still have people dying in the jail. He said we need to take a hard look as Commissioners because these lawsuits are getting and paying out this money for the Sheriff's Department with lawyers is becoming a very expensive thing and we're going to keep paying it. He said so I don't know what we can do. He said maybe we can invite the Chief Deputy or the Sheriff to come to the next meeting and tell us how they're supervising people in the jail because it looks to me like there's not much supervising in the jail because how can you have two nurses in there 24 hours, and you still have people dying from such things as infections. He said I'm not talking about heart attacks or he got electrocuted while he was in jail or whatever, serious accidents, hazardous accidents, I'm talking about medical conditions that should easily be detected by a medical professional so we need to think about this and it may be more prudent, I'm willing to wait for the new sheriff to come and tell us what he's doing to improve the jail but it's hard for me to understand these things. He said our insurance people are just shaking in their boots because they don't know when the claim is going to come.

Combating Illegal Drugs in Beaufort County

Commissioner Richardson said back on illegal drugs in Beaufort County. He said we still have crack babies being born in Beaufort County. He said we still have a lot of drugs in Beaufort County. He said I understand the sympathy end of this that we heard earlier tonight from the Board of Health being in here saying oh, we have to treat them nice, and we have to help them and all that, that's the human thing to do. He said that's fine if you want to look at it that way, but we have to find a way to control drugs in this country. He said there is so much money in drugs, you can't tell me that there aren't people out there who make their living from the drug industry who are not supporting drugs even though they may not be selling them. He said 1/3 of our police force is there because of drugs, 1/3 of our social services is there because of drugs. He said there are a lot of the legal community that make a living because of drugs. He said this stuff is still coming in here. He said we've shut down, as the District Attorney told us, 60 something prisons in the last 10 years. He said we have a mamby-pansy hand slapping approach to people who are caught selling drugs and using drugs. He said we are not tough enough on them and I've asked this Board over and over, let's please form a committee to lobby the State of North Carolina to get tougher drug laws and to build more prisons. He said the judges all tell me the same thing, if you make the penalty

stiff enough for selling drugs people will stop selling drugs. He said so what does this Board want to do about drugs. He said are you willing to lobby the legislature to increase the penalties for people who are selling drugs.

Chairman Waters said I'll tell you, when we were up there I brought the subject up before Representative Kidwell and the State's posture is going to be to spend all the money they can on preventative. He said I don't think there's any lobbying that you're going to be able to do to build another 60 prisons across the state but the budget that's allocated, I think they will spend more money to do preventative stuff and hopefully they will spend more money that fits in with what we talked about tonight where you're actually doing something on a case-by-case basis.

Commissioner Richardson said it's too late after they're addicted to drugs. He said the best thing to do is stop them from every getting drugs to begin with and that's what I'm saying. He said the solution to this thing is to stop the sale of illegal drugs. He said so I'll have a motion at the next meeting so you guys can vote against it, vote it down and we'll keep going but treating the individual after they are sick on drugs and addicted to drugs, that is a backwards way of combating this problem. He said it is totally backwards and I understand that the touchy-feely people like that because, oh it gives more jobs. He said gee, I didn't think about that, it makes more jobs, isn't that great. He said the drug industry will destroy this Country if we don't destroy it.

Commissioner Booth said Commissioner Richardson I understand exactly what you're saying. He said we cannot make legislatures build more prisons. He said Chairman Waters is correct, they're looking at the preventive side of it, I heard that too. He said but I'll tell you what we can do here tonight, we can build a jail and hold them in there longer. He said we can't build a prison, but we can, the Commissioners can do that. He said we can build a prison here in Beaufort County.

Commissioner Richardson said here's the problem, that only combats Beaufort County. He said we're talking about a state problem. He said we can only hold them for six months and they're turned over to the State anyway so the only way we can give it to the state, arresting a drug dealer for six months is a slap on the wrist. He said he'll do that time standing on his head. He said I'm talking about sending him off for ten years with no opportunity for getting out early. He said that takes more prisons. He said when you make the sentence tough enough they'll stop. He said look at the country's that are destroyed by drugs. He said China, the middle eastern countries, Thailand, and that area. He said they all have drug laws that give you death for selling drugs. He said I'm not so sure I don't advocate that. He said when I see the people's lives that have been destroyed by the evil of drugs, it's time for normal people to get up and do something about it instead of sitting around saying oh gee, it's awful, throw some more money at it and everything will go away. He said that is not what we're elected to do. He said we need to be talking to the legislature and yes, we can't make the legislature do anything, but we can sure shame them into doing something and if we start the process the people that I talk to in a lot of other counties are standing in the wings for somebody to step forward and start the process so that we can do something about it. He said the attitude that we can't do anything about it is a give-up attitude and we should not have that attitude about this problem, it is too serious.

Commissioner Deatherage said I'd like to follow up with that. He said it's almost like the federal government should be involved because these drugs are crossing state lines and the federal government is not involved right now and we've got a problem with that. He said going to the state legislature is good for one reason and one reason only, in my opinion right now. He said it won't be to build prisons, it will be to advocate with politicians that they know from both sides of the aisle to stop this. He said helping people on an individual basis, that's wonderful but right now we have a tsunami of drugs in this country, and they are really cheap, they are very available, and as long as that happens you're going to have more and more people not only getting on drugs but dying from drugs that are very powerful and they're not used to that kind of drug. He said this is not back in the days of the hippies, this is now. He said it's life and death for little children that are trying something for the first time, and we've got to stop it. He said I really think there's a concerted effort of China and Mexico and certain people in the federal government who want to create a society of chaos and right now we're a chaotic state. He said we have hit rock bottom as a republic, and we have got to ask other politicians to join us because we care. He said we care more than they do, that's our line, we care more than they do.

Request for Public Health Updates

Commissioner Deatherage said I would like to get back to that, even if we do it on a bi-monthly basis, that might be what we need to do. He said right now there's about 460 people dying in the United States per week. He said that's not a great total, but people say it's not a tragedy but yeah, it is a tragedy. He said we have about three times more people dying from fentanyl every week in the United States but right now we are at a lull, and I've looked at a chart and it waves. He said

right now we're at a low ebb because it's warm. He said that chart is going to change as the winter months come in and we keep hearing about the different variances, we keep hearing about Monkey Pocks. He said I just want our Health Director to keep us informed of what's going on, even if it's on a bi-monthly basis. He said even if he just spends 15 minutes with us and maybe not 30. He said I just want to know. He said I think it's something we need to know, and we need to talk about. He said I know there's a political problem with the CDC and it really wasn't about the science it was about the politics and all of a sudden the politics was bad so they just stopped it right there and it happened, ironically, after a lot of us had spent time in Washington D.C. where you could not go into a restaurant unless you showed your triple vax card, you had to wear a mask everywhere and then all of a sudden it's over, Covid is over.

Chairman Waters said do you want to make a motion.

Commissioner Deatherage said I'll make a motion for our Health Director to come in on a bi-monthly basis and just talk to us and if Covid goes away then fine but let's consume the information for now.

Commissioner Richardson said as a second on that motion, let me ask you this, can he not have to make a personal appearance every month but the months that he can't come just give us a report.

Commissioner Deatherage said give us a report, yes.

Commissioner Richardson give us a report. He said right now we get a lot of reports in here on a monthly basis but every two months that would take care of it.

Commissioner Deatherage said when he comes in here and he puts stuff on the screen that's more for the public, that's more for the public than it is for us. He said I think everybody in my family has been sick, almost everybody, I didn't get sick but in the last few months they got sick. He said it's going around again.

Motion: Commissioner Deatherage motioned to have the Health Director come on a bi-monthly basis. Commissioner Richardson seconded.

Yes Vote

Commissioner Deatherage
Commissioner Richardson
Commissioner Walker

No Vote

Chairman Waters
Vice-Chairman Langley
Commissioner Booth
Commissioner Rebholz

Commissioner Rebholz said you know there's this, the report.

Commissioner Richardson said you voted it down so it's moot.

Chairman Waters said he's providing one, I mean I didn't ask for it.

Commissioner Deatherage said I would like more. He said I would like it for the public.

Transparency in County Government Bidding Process

Commissioner Deatherage said right now we have an erroneous process. He said in Beaufort County we raised spending in Beaufort County at the highest rate we've ever done. He said you can credit the economy for that, we can credit.

Chairman Waters said I thought this was on the bid process.

Commissioner Deatherage said let me, give me a minute.

Chairman Waters said please get to the nitty gritty of the bid process and your concerns. He said I mean I've heard all of the overall economic stuff. He said I just want to know what you want about the bids.

Commissioner Deatherage said do you want to do this for me.

Chairman Waters said no, I just want you to get right to the bids. He said get right to the bidding stuff.

Commissioner Deatherage said please, I wouldn't do this if you were presenting something so please let me finish at least my first sentence and then I might do a second sentence and then I might do a third, maybe a fourth but please. He said I do like to set things up.

Chairman Waters said there's no doubt about that but here again, get to the meat of it.

Commissioner Deatherage said you want me to get to the meat, don't discuss this.

Chairman Waters said yes, get right to it.

Commissioner Deatherage said I know you're going to vote for this, so I'll get straight to the meat of it. He said I think we should have a bid process that's more transparent. He said I have four simple tenets and I think if we follow these four simple tenets we will have a more transparent bid process. He said now some of you may disagree with this, some of you may agree but right now we are awash in money in Beaufort County and awash in money at a national level too and money is being spent in a frivolous manner. He said maybe I have a different policy and thought process than you guys, maybe not, maybe you guys will join me on this, but we absolutely need to be transparent in our bids. He then read the four tenets:

1. Open all public bids at public meetings, 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.

Commissioner Deatherage said four simple tenets, we should all be able to agree to those.

Commissioner Rebholz said I don't even know what #2 means.

Commissioner Deatherage said you don't know what that means, the bid proposals shall not be prepared in any part by any subject bidder. He said do you know how lobbyist go and write legislation. He said when someone sources out their pride and they get it so specialized that few people can bid on it. He said this is what this is talking about.

Commissioner Booth said I call the question.

Chairman Waters said from a legal standpoint how do you define just cause.

Commissioner Booth said you vote it down.

Commissioner Deatherage said you're going to have to figure it out at some point. He said I'll give you a case in point, somebody came in here about dragging a creek. He said Commissioner Richardson had a problem with them not taking the lowest bidder. He said he asked them specifically to tell why they wouldn't do it and they did in a roundabout way but that needs to be discussed and it needs to be discussed publicly. He said it should not be done behind closed doors.

Commissioner Richardson said it says qualified bidder, that's get you right to the heart of it.

Commissioner Deatherage said if they're not qualified they shouldn't even be bidding.

Chairman Waters said don't we have a policy that the Board approved, so we'd have to go back and amend anything.

Commissioner Deatherage said if we don't have a policy like this then we've got a bad policy, I can tell you that right now.

Mr. Alligood said you do have a policy that's written in compliance with the state law. He said we're happy to go back, if the Board wants to look at this off-line and look at stuff, make some changes, but it's got to be very methodical in the way you do it because when you say things like "qualified bid" that may not be the language that's in the statute. He said we have to go by what the statute says, lowest responsible, responsive bidder. He said you can't say qualified, it's lowest responsible, responsive bidder so there's lots of laws that are associated with this. He said if the Board wants to have a work session about it and look at it we're happy to do that, but you'll have to define the word bid because we do informal

bids a lot. He said are you saying every informal bid we've got to bring before the camera's, it's just a lot of things. He said if you want to look at it we're happy to look at it with you, but it doesn't need to be done in a one-shot, at a meeting like this.

Commissioner Deatherage said I agree with the manager. He said I think we should look at everything and ask some questions and get answers let's talk about it, but we are responsible for taxing people, we are responsible for spending tens of millions of dollars here in Beaufort County. He said we should understand the bid process.

Chairman Waters said the concern I have is with the language and discussion is it's almost like we're accusing our staff and the way we've handled something in the past and as a Commissioner I don't know of anything.

Commissioner Richardson said I think we need to stop taking everything personal. He said if people are wearing their heart on their cuff they shouldn't even be here if they're not adult enough to take the exchange back and forth. He said everything is not personal.

Chairman Waters said I didn't, what I'm leading up to is if we've got a problem let's be specific about it on the bid process.

Commissioner Deatherage said I've got an idea, let's make it better so we won't have a problem.

Chairman Waters said I don't have a problem with that, which is what the Manager said, we can go back and look and see if there's anything that we can do to make the process better.

Commissioner Deatherage said then let's have it at the next meeting, let's talk about it at the next meeting.

Chairman Waters said I don't have a problem with that.

Commissioner Deatherage said, and this won't be a "Stan" item, this will be a management item and we'll all give input. He said is that a consensus.

Vice-Chairman Langley said we have a motion on the floor.

Commissioner Richardson said he takes it back.

Commissioner Deatherage said if we've got a consensus let's go with the consensus.

Commissioner Comments

No one asked to speak.

Motion: Commissioner Richardson motioned to adjourn. Commissioner Walker seconded. The vote was unanimous.

Adjourned at 8:12 PM

Respectfully submitted to you by:

Kathleen Mosher
Clerk to the Board of County Commissioners

ADDENDUM 1

Items for Consent

1. Late Tax Relief Applications
2. NC Resilient Coastal Communities Grant Award
3. Budget Amendment, DSS
4. Budget Amendment, Health Department
5. Board of Health Appointments
6. Appointing Review Officer
7. ABC Board Appointments

Minutes 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

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
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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.

GRANT CONTRACT NO. CW30566
Beaufort County RCCP Ph3

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

GRANT CONTRACT NO. CW30566
Beaufort County RCCP Ph3

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 Alligood, County Manager Beaufort County 121 West 3 rd Street Washington, NC 27889 Telephone: 252-946-0079 Email: brian.alligood@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

**NORTH CAROLINA DEPARTMENT OF
ENVIRONMENTAL QUALITY**

By _____
Subgrantee's Signature

By _____
Signature of Department Head or Authorized Agent

Printed Name and Title

Tommy Kirby, Purchasing Director
Printed Name and Title

Organization

Financial Services Division, Purchasing and Contracts Section
Division/Section

Date Signed

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

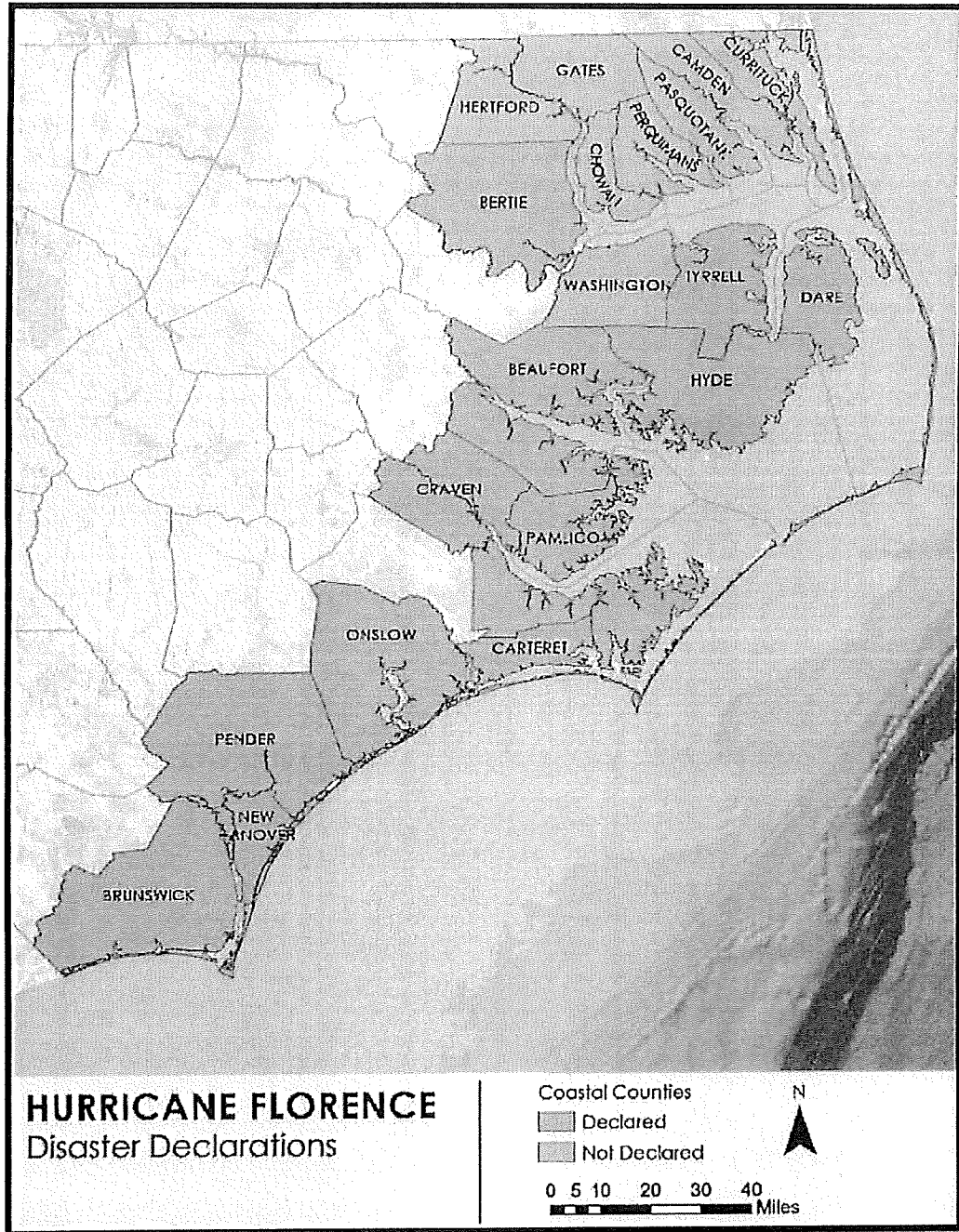
Is your community located in a Hurricane-Florence declared county? YES ☒ NO ☐

(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



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 Any community goals/vision that have a focus on building resilience. These may be found in existing plans or ordinances.	<i>Insert document(s) name and page #'s and link if available</i>
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.

	Period 1		Period 2		Period 3	
Tasks	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
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 Corys</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 Declaration 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 not 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 (Check one)		A				B	C	D	E	F	G	H	I
	Direct	Purchased	ARPA Funding				Local Match NOT Required	Net* Service Cost	NSIP NOT Allowed	Total ARPA Funding	Projected Units	Projected Reimbursemen t Rate	Projected Clients	Projected Total Units
			Access	In-Home	Other	Total								
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	\$ -				
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							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 Coprens, Director
 Authorized Signature, Title
 8/26/2022
 Date

IF APPLICABLE:

Signature, Chairman, Board of Commissioners
 Date

Budget Amendment Request

Date of Request: 9/6/22

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

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. _____	



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

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 Ornel
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:

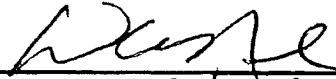
Commercial Fishermen
Beaufort County Magistrate

Volunteer Experience:

Belhaven 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.**

ADDENDUM 2

**Public Hearing – 22/23 NC Division of Coastal Management Public
Beach and Coastal Waterfront Access Grant Application**

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.”

W I T N E S S E T H

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.

ADDENDUM 3

US Motto Signs

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@fredmccclure.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.

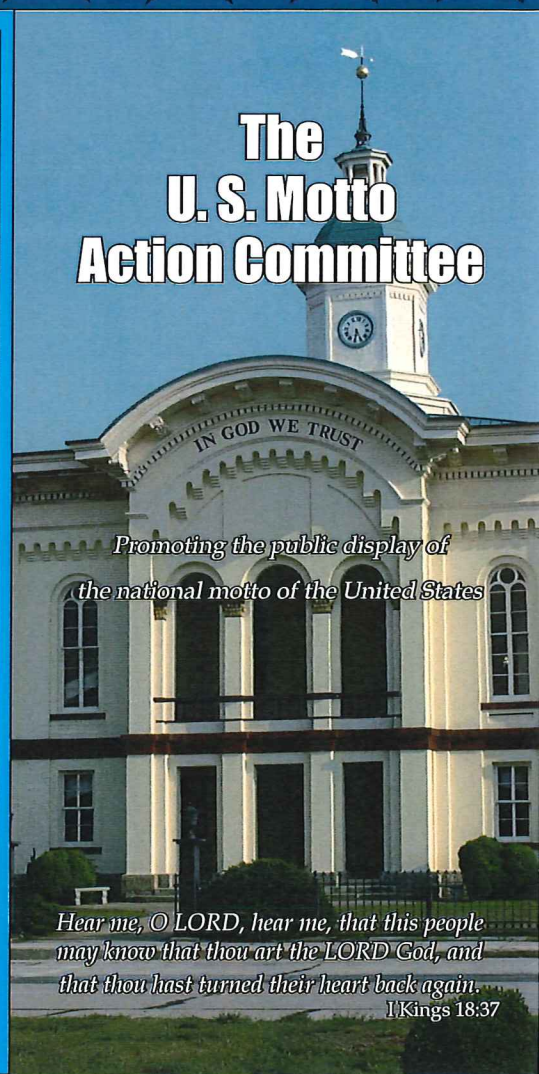
*If the foundations be destroyed,
what can the righteous do?*

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.*
1 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

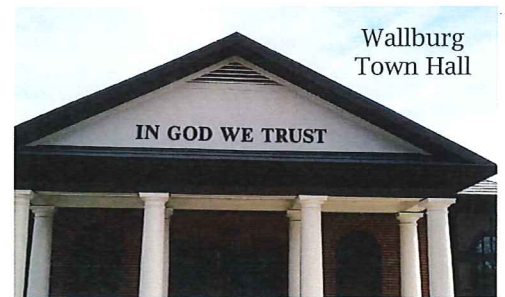


Approved on 3/02/2015

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



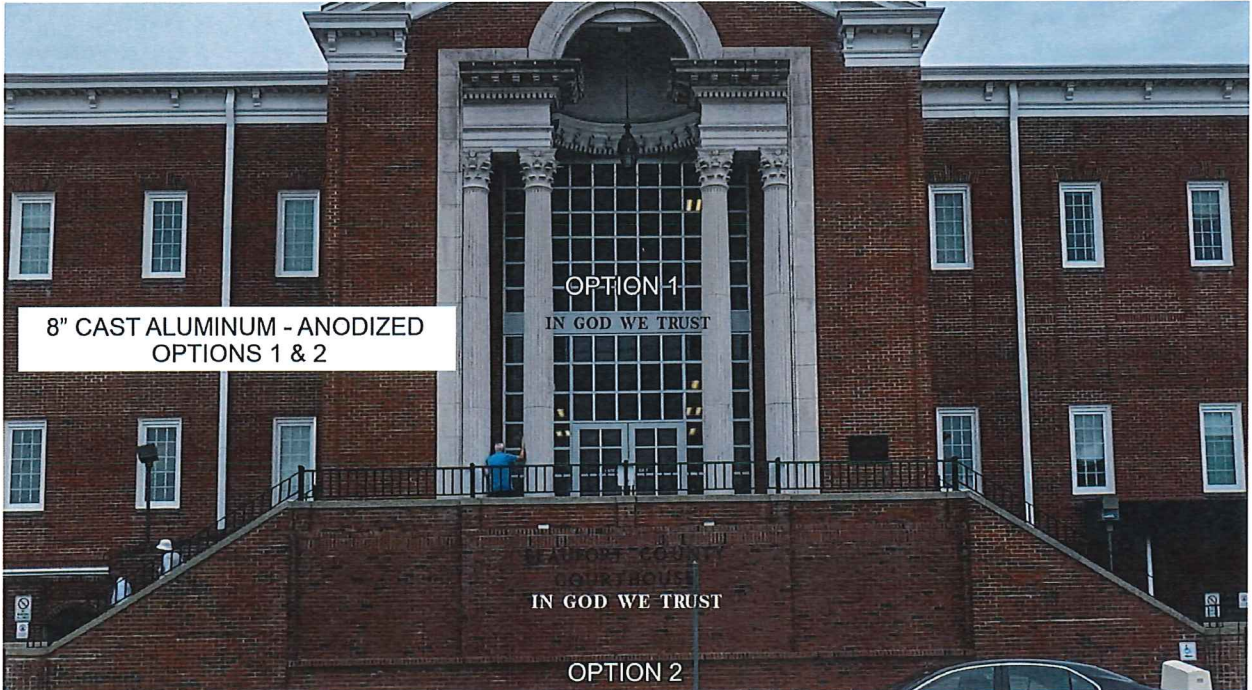
Approved on 3/02/2006



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



ADDENDUM 4

Essential Single-Family Rehabilitation Loan Policy

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

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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: mwlinquist@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.9§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
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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

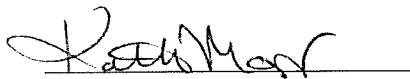
The Member certifies by signing below that it agrees to comply with 2 CFR §200.113 which states that the Subrecipient must disclose, in a timely manner, in writing to the Agency all violations of Federal criminal law involving fraud, bribery, or gratuity violations, potentially affecting the Federal 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.

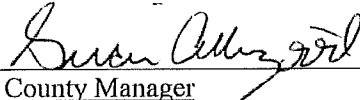
Section 7: Electronic Signatures

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.

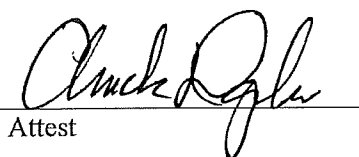
Beaufort County

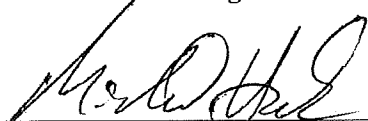

Attest

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
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EXPENSES:

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

ADDENDUM 5

Opioid Settlement Strategies



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

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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 overdoses—opioid basics. Retrieved from <https://www.cdc.gov/drugoverdose/opioids/index.html>
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- 11 National Institute on Drug Abuse [NIDA]. (2019). Opioids. Retrieved from <https://www.drugabuse.gov/drugs-abuse/opioids>
- 12 Council of Economic Advisers. (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 Halfon, R., Jena, A., & Weiner, S. (2015). Mandatory use of prescription drug monitoring programs. *JAMA*, 313(9), 891-892. <http://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/bibliographylink-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-advocacy-policy)

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

ADDENDUM 6

Tobacco Free Campus Policy for Health Department

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.

ADDENDUM 7

Authorize NCDWI Funding Application



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)

ADDENDUM 8

Vehicle Purchase, Facilities Maintenance

BILL OF SALE				INVOICE #		DATE		STOCK #			
Feyer Ford of Ahoskie 711E. MEMORIAL DR. AHOSKIE, NC 27910 Phone: 252-332-2133 Fax: 252-332-5075 Your Friend in the Car Business						7/27/2022					
				Description						Amount	
				Selling Price						38,773.00	
				N/A						N/A	
				Fees and Taxes							
Taxes - Vehicle Tax						N/A					
Taxes - Sales Tax						N/A					
Taxes - Other						N/A					
License Fees						21.00					
Title Fees						N/A					
Registration Fees						N/A					
GAP						N/A					
VSI						N/A					
PURCHASER'S NAME & ADDRESS											
Beaufort County 121 West 3rd Street Washington, NC 27889 todd.taylor@co.beaufort.nc.us											
Home Phone		Work Phone		E-Mail Address							
252-940-8594		252-940-8346									
New/Used	Year	Make	Model								
New	2022	Ford	F-150								
Vehicle Identification Number											
1FTEX1EB9NKD74216											
Car/Truck	Color	Mileage	Key Numbers								
Car	WH	166									
Dealership Personnel											
Sales Person #1		Ron Christiano									
Sales Person #2											
Business Mgr.		Ron Christiano									
Lien Holder Information											
Ins. Co.											
Policy #				Exp. Date							
Agent				Phone #							
Purchaser(s) hereby acknowledges the receipt of a copy of this Bill of Sale and has had a chance to review it prior to signing, and agrees to the terms and conditions.											
(Seller)				(Date)							
				7/27/2022							
(Purchaser)				(Date)							
(Co-Purchaser)				(Date)							
NO LIABILITY INSURANCE INCLUDED											
Used Vehicle(s) Traded											
Year	Make	Model	Color	Mileage	Vehicle Identification Number	Stock #					
N/A											
Allowance		Payoff		Payoff To							
N/A		N/A									
Year	Make	Model	Color	Mileage	Vehicle Identification Number	Stock #					
N/A											
Allowance		Payoff		Payoff To							
N/A		N/A									
				Total Fees and Taxes 21.00 Total Cash Price 38,794.00 Other Charges Credit Life Insurance ☐ Single ☐ Joint N/A Disability Insurance ☐ Single ☐ Joint N/A Physical Damage Insurance N/A Service Contract/Extended Warranty N/A Finance Charges N/A Total Other Charges N/A Total Time Price 38,794.00 Settlement Deposit Amount N/A Cash On Delivery N/A Rebate(s) N/A Note Due N/A Total Trade Allowance N/A Total Trade Payoff N/A Net Trade Amount N/A Total Down Payment N/A Payments of due beginning Total of Payments N/A Total Settlement 38,794.00							

I will need an answer
 no later than 10:30 AM. If
 you want the truck. All the arrangements
 to go get it have been made.

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
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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 48,775.00

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

ADDENDUM 9

PO Threshold for Emergency Services Vehicles



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. **

ADDENDUM 10

Contract Renewal, Debtbook

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

ADDENDUM 11

Noise Ordinance Review

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)

ADDENDUM 12

**FEMA Hazard Mitigation Grant Program MOU for
Hurricane Florence**

RESOLUTION DESIGNATION OF APPLICANT'S AGENT

North Carolina Division of Emergency Management

Organization Name (hereafter named Organization) Beaufort County Government	Disaster Number: 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: _____

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;

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

[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.