

The Beaufort County Board of Commissioner met in regular session Monday, March 6, 2023, 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 Langley
Commissioner Ed Booth
Commissioner Stan Deatherage
Commissioner Hood Richardson
Commissioner Randy Walker

Commissioner Absent

Commissioner John Rebholz

Staff Present

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

Chairman Waters welcomed everyone and called the meeting to order.

Commissioner Booth led the Pledge of Allegiance.

Chairman Waters then asked for the audience to silence their cell phones. He said just to let you know Commissioner Rebholz recently had surgery on his back and he is home recovering. He said he would like to thank those who are offering prayers and words of encouragement and hopefully he will be back in April.

Conflict of Interest Statement

Chairman Waters asked if any Commissioner have a conflict with any of the agenda items tonight.

No one spoke.

Approval of Agenda

Chairman Waters asked for a motion to approve the agenda.

Commissioner Richardson said I would like to add to the agenda a discussion on the open meetings laws. He said I had this on the agenda and for some reason the Clerk didn't see fit to put it on the agenda but there's some important information that needs to be discussed and some issues that this Board needs to go over.

Chairman Waters said would you like to make a motion to add that.

Commissioner Richardson said that is the motion.

Commissioner Booth said was it asked in a timely manner.

Ms. Mosher said I'm not aware of a discussion regarding the open meetings law.

Commissioner Richardson said I asked for a closed session.

Ms. Mosher said oh, yes sir.

Commissioner Richardson said that was denied and I want a discussion of the open meetings law.

Commissioner Booth said so he didn't ask for a discussion about the open meeting laws, he asked to go into closed session.

Ms. Mosher said yes sir.

Commissioner Richardson said Mr. Chairman you're trying to separate these into two separate things, these are one in the same. He said the closed session is governed by the open meetings law so if the closed session was denied, logic puts us as the open meetings law being the issue, so a timely request was made.

Commissioner Booth said I was under the impression that you made not to discuss open meeting law, but you had an item you wanted to put on the agenda, is that correct.

Commissioner Richardson said I asked for a closed session for the County Commissioners, that is not on this agenda. He said I received an email from the County Attorney with some pro labor that we couldn't have a closed session and I want to discuss the issue because I don't think it's been thoroughly looked at.

Chairman Waters said the real question is, is the subject matter that he asked to go into closed session, is that something we can talk about in closed session and based on the opinion of our Attorney and our County Manager it is not.

Commissioner Booth said thank you.

Commissioner Richardson said let me go back to what I'm talking about here. He said I'm talking about a closed session for the Sheriff's Department to give the Commissioners information that they don't feel like ought to be made public. He said there's a lot of law that goes into this and whether I asked timely or not it doesn't matter. He said you can walk in here with no notice and ask for it to be put on the agenda. He said timely doesn't have anything to do with it.

Commissioner Booth said rules and procedures do though.

Motion: Commissioner Richardson motioned to add a discussion about the open meeting laws. Commissioner Deatherage seconded.

Yes Vote

Chairman Waters
Vice-Chairman Langley
Commissioner Booth

No Vote

Commissioner Deatherage
Commissioner Richardson
Commissioner Walker

Commissioner Richardson said gentlemen, I will see you in the newspaper.

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

Yes Vote

Chairman Waters
Vice-Chairman Langley
Commissioner Booth
Commissioner Walker

No Vote

Commissioner Deatherage
Commissioner Richardson

Service Awards Presentation

Ms. Deloris Creasman said we have two County employees here tonight to receive their service awards. She said first of all we have Mr. Milton Long with the Sheriff's Office with 5 years of service. She said next, we have Ms. Amy Spring with the Department of Social Services with 25 years of service. She said we do have one more employee to acknowledge who could not be here tonight, and that is Ms. Jennifer Hudson with the Tax Administration Office, and she also has 25 years of service.

Cooperative Extension Update

Mr. Bryant Buck said some of you have heard me come in and come in and give an update on Cooperative Extension over the last year or so and we're trying to be more visible. She said two of our programs you hear us talking about would be agriculture and 4-H. He said those are prominent, very visible programs. He said riding down the road everywhere you see

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agriculture, it's very important to our County and of course youth programs are going to get a lot of attention, so we wanted to give a lot of attention to those programs. He said the third area we work in is through Cooperative extension is our family and consumer services program. He said that one is a prominent program but it's not as visible as some of the other programs that we do and I thought it would be a good idea tonight to have Louise Hinsley, our Family and Consumer agent to come in and give you just a short update on some of the programs she's doing and some of the impacts that her program has on the County. He said I have some handouts that I'll give you all.

Louise Hinsley said thank you, I think we're pretty visible but there's always room to grow. He said I would welcome you all to the Beaufort County Center. She then gave the following presentation:



Welcome to Beaufort County Center!

*Our updated facility is ideal for
Demonstrations and Culinary Cooking Classes*

Louise Hinsley, Extension Agent, FCS

The Family Consumer Science Program offers
Research-based programming
to improve the health and wellbeing
of local residents



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EXTENSION



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Commissioner Walker said is there any way this could be packaged and shown on our channel 5.

Ms. Hinsley said we would love it. She said Rachel Ray I am not and I tease that because during this pandemic we made a lot of videos and tried to get the information out because people couldn't gather and I do this in video clips and things. She said to watch a whole class, which is two hours long, the video is pretty yuck and I think you'd be bored so when we

make them concise we edit and we crop down. She said it just takes a little more time to make those but by all means we would welcome that.

Commissioner Walker said we've got the capabilities and I'd love to see that happen because we can make you Rachel Ray.

Public Comments

No one asked to speak.

Legislative Updates from Elected Officials

No one asked to speak.

Items for Consent

1. Surplus, Social Services – Kelly Smith, DSS
2. Surplus, Health Department – JaNell Octigan, Health Director
3. Vehicle Surplus, Health Department – JaNell Octigan, Health Director
4. Document Imaging Conversion – JaNell Octigan, Health Director
5. Budget Amendment – JaNell Octigan, Health Director
6. Budget Amendment, Soil and Water – Ann Williams, Soil and Water
7. Joint CAMA Land Use Resolution – Jamie Heath, Mid-East Commission
8. Norfield Software Service Agreement – Christina Smith, Public Works
9. Inter-Departmental Reallocations – Anita Radcliffe, Finance Officer
10. Trillium Advisory Board Appointment – Brian Alligood, County Manager
11. USDA Lease Renewal – Brian Alligood, County Manager
12. Tax Office Refunds Over \$100.00 – Lloyd Salter and Wyn Kinion, Tax Office
13. Approval of Board Minutes – Katie Mosher, Clerk to the Board

Chairman Waters said are there any items you would like pulled.

Commissioner Richardson said I'd like to pull items 3, 4, and 5. He said there's another item here that when it was handed out wasn't on the agenda but being from the Chairman.

Chairman Waters said it's part of the discussion on Senator Perry's request, which is on the agenda.

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

Yes Vote

Chairman Waters
Vice-Chairman Langley
Commissioner Booth
Commissioner Walker

No Vote

Commissioner Deatherage
Commissioner Richardson

See Addendum 1

Yard Waste Grinding and Removal Service Contract

Mr. West Overman said come before you tonight with a request to award a contract for our yard waste grinding and removal services down at the landfill. He said as we've talked before about this process, North Carolina Department of Environmental Quality regulations allow Beaufort County to process and sort up to 6,000 cubic yards of yard waste at any one time to operate under our current method, which is called a yard waste notification facility. He said this is not a permitted yard waste landfill or compost site but based on the amount of material that's received it's called a yard waste

notification facility. He said since June 2021 we've averaged a little over 2,500 cubic yards of material that has been received at the site per quarter so we're roughly 5,000 to 6,000 cubic yards in half a year and luckily there have been no major storm events during that time period that has caused us to increase that amount, so we've been able to stay fairly below that threshold easily during the year. He said to maintain our compliance within the regulations we do have to grind and remove that material. He said we can't spread it like has been done previously but to stay under that 6,000 cubic yard it does have to be removed from the site. He said so in order to make that occur we've been under contract, and it recently expired so on January 4th we issued a request for proposals seeking bids from qualified contractors to provide that service. He said the RFP was advertised on the County website for approximately 3 weeks and we also sent directly to several contractors that we knew were qualified and may be interested in bidding on the contract. He said only one bid was received during the process and that was from Shavender Trucking, who was our previous contractor and they have responded that they can accomplish the service at a rate of \$24.34 per ton. He said this would be a three-year contract with the possibility of two additional one-year periods if both parties agree. He said a couple of new items we've added to this contract, there is the option, there is a fuel surcharge that would implement if fuel prices go over \$5.50 per gallon. He said we've got a little bit of a way to go before we get there but we're trying to plan for that down the road. He said there's also provisions for an annual CPI increase, we've capped that at 5% and also if the contractor is able to find a facility that will take the processed material and pay for that, the County will receive 50% of those proceeds. He said funding for this service is included in the current budget and we have to do it regardless so there is no additional funding that is required.

Commissioner Deatherage said hopefully once we have our mega-sites done south of the river and north of the river will we be able to spread at that point and be fully permitted so we can spread the material or give the public access to the material.

Mr. Overman said the current thinking has been, and planning with the engineer has been to do the same work we're doing now which is grind it and remove it from the site. He said the regulations that are involved with starting a composting site are extremely intensive. He said you have to do rows of the material; you have to turn the material; you have to monitor the temperatures and it's an extremely intensive process that would go far and above what we do now.

Commissioner Deatherage said would it be more expensive to do it that way.

Mr. Overman said hazarding a guess I would believe so.

Commissioner Deatherage said we Commissioners are going to talk about that at some point.

Commissioner Richardson said at the site, the Whitepost site that this is taken to, is there an attendant there that works for our contractor, how do we measure how much stuff is coming in.

Mr. Overman said there is a scale at the site, we have a scale attendant on site during public hours which are Tuesday, Thursday, and Saturday from 8 to 4. He said people come in, they pull on the scale, they get weighed, they go dump their material, they drive back across the scale and get weighed out. He said there are contractors that have the ability through our department to come in after hours, republic and other contractors that have signed up can come in after hours that they operate. He said there's a display outside, so they write down their weights and leave a paper ticket for the scale attendant to enter in and then we run reports periodically.

Commissioner Richardson said is that scale attendant paid by the County or is that through our contractor.

Mr. Overman said that's through our contractor, with Landscaping Unlimited, not this contractor.

Chairman Waters said I don't know if you've been there Commissioner Richardson, since we've had the change, but I had a chance to go in there about two months ago. He said it is really a nice appearance when you first go in compared to previously.

Mr. Overman said unrelated to this contract, it is a whole lot better.

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

See Addendum 2

AOC IT Upgrades

Ms. Christina Smith said there are quite a few acronyms I'll be saying today but I'll give a general overview of the item that's presented on page 257 of your agenda book. She said as you can see there's quite a bit of text and information there but basically it's regarding work that needed to be done or needs to be done in the courthouse in order to support our judicial branch. She said the North Carolina Administrative Office of the Courts, there's another acronym, NCAOC, technology division provides information technology services and solutions to support the day-to-day work of the judicial branch. She said the judicial branch is the superior court, district court, small claims court, the district attorney, as well as the public defender. She said NCAOC currently has two projects which require expanded IT and electrical infrastructure within the courthouse and other County buildings. She said interpretation of that is we need additional wiring within the walls in order to plug in IT equipment. She said there are two projects that AOC is working with, and you may be familiar with these. She said I understand they were presented at a conference recently attended by Commissioners. She said the CRAVE project and then the WAVE project. She said again, those are acronyms. She said CRAVE, courtroom AV system and WAVE, wireless access system. She said I did not make up these names, I promise. She said the first one we will talk about is CRAVE. She said in February 2022 County officials were notified by AOC personnel that they wanted to install a CRAVE system to improve court effectiveness by bringing WebEx into the courtroom. She said this would allow for hybrid and fully remote judicial proceedings to occur. She said AOC would provide the equipment and installation services to install the equipment, but the County would be responsible for providing the new infrastructure. She said they request that it be installed as quickly as possible. She said staff worked with the County's IT vendor and electrical contractor to complete this work in 2022. She said AOC is currently scheduled to install the equipment this month, March 2023. She said the cost, to date, is \$18,000 with an additional with a potential extra expense of \$2,000 so the total for the CRAVE project would be \$20,093. She said then in October 2023 NCAOC personnel contacted the County to discuss the WAVE project, again WAVE, wireless access. She said if you look up at the ceiling just on the backside of the black camera you will see the square white device. She said that is a wireless access point. She said that's what's allowing anyone in the audience, as well as yourself, to hook up your phones or laptops to be able to get to the outside world. She said the AOC is looking to put in multiple access points, just as that one is. She said it would only be on the AOC wireless network, it would not be on the County's network. She said the County is responsible for providing expanded IT infrastructure to support the installation of the new wireless access points in three different buildings. She said the courthouse, the courthouse annex, which houses the district attorney's office, and then what we refer to as the Horn building, which houses the public defender's office. She said the quote provided by NCAOC to have their contractor install the infrastructure was approximately \$45,000 however, working with the County's IT contractor staff feels we will be able to complete this for around \$27,500. She said looking at those two separate projects, again, these were things that were not included in fiscal 2023 budgeting so additional funding is requested for both of these projects so that would be a total of \$47,643 is requested to be transferred into the facilities maintenance budget.

Commissioner Booth said are you telling us that every courthouse is having to do these upgrades.

Ms. Smith said that is my understanding, yes sir, that they are going to all courthouses. She said of course this is a thing they started a few years ago when they realized the benefit of being able to go remote.

Commissioner Booth said is it mandatory that the County has to do it.

Ms. Smith said it is my understanding that the requirement from the state is that we provide facilities to the judicial branch in order for them to conduct their work.

Commissioner Richardson said which account is money coming from, where are we going to get the money to do this.

Ms. Smith said what is proposed in your agenda packet is that the money would be transferred from the general fund balance into facilities to pay for the installation.

Commissioner Richardson said didn't we have another account.

Ms. Smith said for court facilities, yes that's true. She said it's fund 4160, which is a court facility fund, that is the line item for this.

Commissioner Richardson said didn't we have \$100,000 in an emergency account.

Ms. Radcliffe said we do have some funds in contingency.

Commissioner Richardson said yeah, that's what I'm looking for.

Ms. Radcliffe said we can pull it from there if you chose, it's the same thing at the end of the day, fund balance contingency at the end of the year.

Commissioner Richardson said it stays inside the budget if we take it out of contingency.

Ms. Radcliffe said I'm happy to make it contingency.

Motion: Vice-Chairman Langley motioned to approve moving the funds from contingency. Commissioner Walker seconded. The vote was unanimous.

See Addendum 3

Economic Development Update

Mr. Brad Hufford said I want to talk to you about a couple items we've been working on for the past couple of months in my office. He said first and foremost we're very happy to report the logjam has been broken for the Aurora Industrial Park funding. He said we were very happy to receive on the 16th of March, I mean on February the North Carolina Rural Infrastructure Authority approved an additional \$500,000, which paired with the original \$750,000 that was put towards this project back in 2019 so total amount put towards this from the Department of Commerce was \$1.25 million to cover infrastructure for this cost. He said if you recall this project originated back with the Town of Aurora with your Board here agreeing to loan the Town of Aurora the funds in order to purchase the property, contingent on their pre-selling 75% of the total amount of that loan and so we are ready to proceed now. He said when we put it out to bid the amount had gone way up, that's why we had to go back to Commerce for additional funds. He said we also have tacet approval from the Goldenleaf Foundation toward a \$500,000 grant for infrastructure to support the Beaufort County Community College satellite facility that will go, will locate in the Industrial Park so we hope to have that approved at the April 5th or 6th, when their next Board meeting is. He said they had previously supported that project to the tune of \$200,000. He said that's helped with the engineering, due diligence and site studies needed for the infrastructure extension for that. He said we just, today, received the bids back for the project and I'm happy to report the costs have gone down since our bid back in I believe it was October when we first initially put it out, so we feel that costs have gone down considerably, roughly \$200,000 since we bid it in October. He said that's due to a variety of factors, not exactly sure but we had the original companies that bid on the project also bid on the project so we're happy that's gone down. He said we don't yet know what that final cost might be, we're still factoring all of that in but the path that Goldenleaf has chosen to fund this project is supporting the Community College infrastructure needed for that satellite campus and so we may come back to you at a later date to ask for specific support if we find there is a gap but we feel very strongly that gap is closed, of not completely today according to those bids that we got back. He said happy to report that. He said you might have seen the news that was broken when we received those grants. He said the Town of Aurora got some great coverage and we feel very strongly that in April, once the Goldenleaf grant is approved we'll also be able to make a big splash on education at that satellite campus coming back to the Town of Aurora. He said we've been actively involved in the Washington/Warren Industrial Park that is a part of the \$20 million that was given or appropriated from the General Assembly that was given to the Washington/Warren Airport. He said we are having weekly meetings with the airport manager, Earl Malpass, to plan that development out at the airport. He said we are looking for additional grants that may be able to support that development, including infrastructure development and possibly new property acquisition. He said we are targeting a new number of grant opportunities such as the Goldleaf Site program, again the NC Department of Commerce Utility Account, NCDOT Road and Aviation Division funds as well as Carolina Department of Commerce Rural Transportation grant. He said we are very actively engaged right now with the Beaufort County Industrial Park in Chocowinity. He said if you recall, I might have updated you before on this opportunity, but we have been, we have applied for a grant through the NC Railroad Company and we hope to hear back on that in mid-March. He said they came by for a site visit back in January and visited our community and our site with a goal in mind for funding a grant that would help us plan, clear and grade a development site and possibly pay for a rail spur that would come off that Norfolk-Southern line out at the site. He said we also are, part of the feedback they gave us at that event was to, we needed to do a little more study of the wetlands there because a preliminary evaluation of the site showed the parcel was very affected by the wetlands located on that site so we engaged a firm to study that and we hope to get that report back very soon and we'll pair with that the grant that we'll receive from the NC Railroad, hopefully and then that will give us a lot better idea of what is developable out there so we can maximize that for complete growth of that park that's been laying in development for several years now. He said we feel like we've

gotten a lot of activity, certainly that bares in my report in a second about the project activity that we've got. He said that site has been our most submitted site lately for all the request for information that comes out of the State, so we feel like once we get a little bit more information about the site we'll be in a much better position to move forward with some of these projects. He said we've already made cuts and have some interest in the site as we speak. He said we'll probably also look at the due diligence studies for the Washington/Beaufort Industrial Park. He said that's where the Skills Center is located, and our office is currently. He said those studies are somewhat very old, so we'll be updating that to update the map sets and all of the studies that have been done there but that also has been very active lately, we've had some interest and projects out there. He said just as far as miscellaneous stuff before we move into projects, I've got an active project which is the next item on the agenda is for a new lease that was precipitated by that project. He said we're actively working to reestablish the Beaufort County Economic Advisory Committee. He said we had a first meeting of that and we're actively looking at the bylaws to reestablish that committee. He said we are also dealing with several individual partner referrals that we receive from partners in the community, we're meeting regularly with our workforce development group, and we will be going out to do some company visits here in the near future. He said in March I'll be attending the first meeting of the Economic Development Partnership of North Carolina. He said I've been tasked with serving on their advisory council. He said we created a retail attraction group that's in partnership with the City of Washington-Beaufort County Chamber downtown and we've actually had a couple of meetings with that group. He said I'm actively working with the Town of Belhaven to study some of their questions around Airbnb's occupancy tax and how that's handled. He said I'm happy to report I'll be attending, with Electa-Cities, a mission trip to Munich, Germany to attend trade shows. He said those are private companies that have shown interest in relocating to North Carolina and hope to visit the headquarters of two of our German companies that we have here in Beaufort County. He said site activity and project activity has been very robust here lately. He said a project that we spoke about a few months ago in closed session will have a grant that will be announced next month for that, so we'll be bringing that back before you. He said that is an existing company that is expanding here locally. He said we also have another company that's expanding that wants to build a new facility in the Washington/Beaufort County Industrial Park. He said they've made an offer and we're processing that and having the site appraised as we speak and hope to have that back before you next month so that's a good project. He said a big one that was, we're working actually that is one of the reason's I'm here is a project that has expressed a desire to rent the Skills Center where my office is located. He said long-term they want to purchase 10.84 acres out at the Washington/Beaufort Industrial Park to build their own facility but that's going to take some time and so in the meantime they want to sign a one-to-two-year lease with the Committee of 100, which owns that property. He said then have a one-year renewal and then from there they would plan and build their new facility on campus. He said that would necessitate us to move out of the facility. He said initially they would move into the office portion of the building and then later occupy the rear production part of the building once the Community College's boat building is completed on campus and they move out. He said we'll discuss that in more detail next but that's a really good project for us. He said we also, just this week, had another interested party, actually last week showed interest in purchasing 5.4 acres for their project. He said so again, we feel very strongly that in the next few months we'll be selling two or three parcels out there at the Washington/Beaufort Industrial Park here in Washington. He said there are several projects out at the airport, actively engaged around that. He said not quite yet the industrial park side but around the existing hangar side. He said we actually are working on several projects there. He said I'm actually attending several meetings tomorrow in Raleigh at the invitation of Representative Kidwell, along with the airport director just to talk about the economic development potential around that industrial park and all the things we're doing here in Beaufort County. He said I mentioned the Beaufort County Industrial Park, very attractive because of that rail and its location on Highway 17. He said we actually have a gentleman who's made an offer on some parcels of land. He said we're working through that right now. He said we definitely want to perhaps, sometime soon in closed session, talk to you a little bit about those details and talk with you about that request. He said we are actually kind of waiting for the wetland delineation and the grant to return so we can move forward on that and really determine where the best available land is and we can hopefully facilitate this request, as well as others. He said another project that is a pretty substantial project, we've made the second cut for that out at the Chocowinity Industrial Park. He said literally just today we had a \$300 million project looking for rail serve sites that would need 100 acres and create 75 new jobs. He said again, that is a lot of activity around that site so I'm happy to report that. He said that's all of my report, and I'm happy to answer any questions.

Chairman Waters said on the Aurora Industrial Park, because there's so many moving parts before anything can happen there, can you come up with the latest numbers as it relates to the sources of funds and then the sources of use and I know there's grant money and the sale of the lots, then the construction costs and the pay back of our loan but it's changed quite a bit and I'd like to see the numbers balanced.

Mr. Hufford said absolutely, and I've got that mostly pulled together with just some updates that need to be made and I can get that to you this week.

Commissioner Richardson said I have a question, who is managing that project in Aurora.

Mr. Hufford said it's kind of jointly managed. He said the Town of Aurora, this is their project so I'm giving assistance as much as I can but they're actually the recipient of the funds so we've actually engaged the Mid-East Commission to help manage that grant on our behalf, so we handle all public funds very strict, according to the rules and everything goes where we planned for it to go. He said it's kind of a joint effort, now that we've included the Community College they, of course, have a vested interest in this and they're actually the ones applying for the grant through the Golden Leaf Foundation so it's grown in scope and scale but we feel like we're very close to the finish line with that project, at least the funding.

Commissioner Richardson said who is the decision maker on the construction of the project, who is managing the design and construction of the project.

Mr. Hufford said yes, we do have an engineering firm engaged. He said The East Group, Michelle Clemmons with the East Group is the person on record who has managed the design, due diligence, as well as the managing of the project.

Commissioner Richardson said but which public official are we going to hang if this thing goes south, who is in charge of this.

Mr. Hufford said well I'd hate to throw Cliff Williams under the bus because he's been a great advocate but I think the Town of Aurora is the main entity the lead entity between this and we are supporting him, but I feel very strongly we're going in the right direction.

Commissioner Richardson said the money is going to flow through him, through the Town of Aurora, is that correct.

Mr. Hufford said yes sir.

Commissioner Richardson said so the Town of Aurora is managing the project.

Mr. Hufford said I would say so, yes sir.

Chairman Waters said one more question on the Aurora project, since the community college is involved will that particular parcel be deeded to the County of Beaufort.

Mr. Alligood said it will be deeded to the community college.

Chairman Waters said which, ultimately, the County owns the real estate.

Mr. Alligood said if it were to ever go away, yes, just like the schools.

Commissioner Deatherage said I heard you speak at the Committee of 100 meeting; you spoke of an affordable housing committee being formed; I was not aware of that. He said is that going to be Beaufort County.

Mr. Hufford said yes, that's the taskforce that the Commissioners formed.

Commissioner Deatherage said we formed it.

Commissioner Booth said yes.

Mr. Hufford said we haven't met yet. He said we've had an initial kind of scoping meeting that was open to the public, but we have not had our first meeting.

Commissioner Deatherage said that was going to be my second question, thank you.

Mr. Hufford said Project Globe is the project that has expressed interest in giving verbal approval for their desire to rent the entire office space that we currently rent from the Committee of 100 at the location on Page Rd and so in order to facilitate that project moving forward and keeping them here in Beaufort County, they're actually relocating from outside of Beaufort County so we're very excited about that and we would have to find new office space so we started scouting around and eventually found an office that is being newly renovated here in the downtown Washington area. He said it actually works out great as far as our space needs because really, where we're at now is larger than we need an actually served its purpose over the years to allow us to have a space for companies that want to set up shop in Beaufort County and work through that as they find their own facility. He said the Committee of 100 has been the developer and landlord of that facility and so we have found office space we're very interested in and that's the lease you have in front of you. He said we feel very strongly it's a good rental rate as far as that. He said we really feel we will end up saving money in the long-term, in the near term. He said actually we don't know yet what those numbers will be and some of those will be fairly static but we know for certain that the natural gas, utilities will all go down in price because it's a lot smaller area we'll be leasing and we hope to completely eliminate the landscaping fee because we're not going to have to keep up the grass and mowing that we had at the other facility. He said you have the lease in front of you and I'm happy to answer any questions about that and how it's going so I'm excited for this opportunity because it helps us land a project with at least 50 jobs coming to Beaufort County.

Chairman Waters said I raised a question this morning and Mr. Alligood answered, if I understand correctly it's \$12.00 a square foot.

Mr. Alligood said no, it's 2,000 square feet and \$2,000 per month so it's \$1.00 per square foot for a three-year lease.

Chairman Waters said but on an annual basis it's \$12.00 per year.

Commissioner Richardson said normally these leases have a diagram of the premises that are being leased, I don't see anything like that here.

Mr. Hufford said it's being renovated as we speak, we don't really have a diagram per se. He said we could probably pull that together for you relatively quickly. He said it's a fairly shotgun style shape of the offices with three private offices, we'll use one of those for a conference room so one additional office for temporary workers like interns to work, along with a breakroom and that sort of thing.

Commissioner Richardson said all I want to know before this lease is put together that there's a diagram of what we're leasing attached to it that can be identified so we know what we're leasing.

Mr. Alligood said we're leasing the entire building.

Commissioner Richardson said no, that didn't answer my question.

Mr. Alligood said if you want us to draw it out, we can certainly do that.

Commissioner Richardson said no, all the leases of this type that I've seen have a diagram attached to them so you can identify what you're leasing because if you have a dispute or you go to court, looking at this lease, what are we leasing.

Mr. Hufford said the entire address.

Commissioner Richardson said what's the mumbling on the end down there.

Mr. Hufford said 108 Union Drive is located right across the street from this facility right behind the Century Link building. He said I think it was most recently a church property so if you go right there it's very convenient, obviously for this meeting as well as all of our meetings at the County office building.

Chairman Waters said but it's the entire building.

Mr. Hufford said it's the entire building.

Commissioner Walker said that's only one story.

Mr. Hufford said it's only one story.

Commissioner Richardson said I'm not sure a judge is going to understand that. He said you need some kind of description, that's a legal description of what we are leasing to go into this. He said my next question is will the lease or whatever it is with the Committee of 100 be dissolved when this lease takes hold.

Mr. Hufford said yes sir, it will be. He said we will not continue to pay rent at more than one location.

Commissioner Richardson said I want the lease legally dissolved okay. He said the next question is after three years on this thing when the Committee of 100 can't find anybody to go in their building or whatever our plans are not to go back out there right.

Mr. Hufford said no sir, this is renewable for two additional three-year terms. He said it is our intent to stay there permanently.

Motion: Vice-Chairman Langley motioned to approve the lease.

Commissioner Richardson said the caveat is that a legal description be added to the lease.

Vice-Chairman Langley said that's part of my motion.

Chairman Waters said this is a standard lease agreement that's been approved by attorneys.

Commissioner Richardson said with all due respect there's no such thing as a standard lease agreement for real estate.

Chairman Waters said it will have the description, I mean it's a building setting on a piece of property, which is on here somewhere, I'm sure.

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

Yes Vote

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

No Vote

Commissioner Richardson

See Addendum 4

Mr. Alligood said with all due respect to the Board would it be alright if we inserted JaNell Octigan into the agenda so she can go ahead. He said she's the last one here, the rest of us have to be here and if we could go ahead and handle the consent agenda that were pulled she's here for those items so if we could go ahead I'd appreciate it.

Chairman Waters said that's fine.

Vehicle Surplus – Health Department

Commissioner Richardson said my question with this Prius is for about \$1,200 or so, I'm looking at the paperwork but in that neighborhood and it's a low mileage car and we can fix it. He said my only question is you're surplussing it which normally would mean to me that it's going to be disposed of by the County but rather than buy another \$30,000 vehicle somewhere why can't we use this vehicle in place of another vehicle somewhere within our system.

Mr. Alligood said if it was usable the Health Department would be using it.

Commissioner Richardson said no sir, you don't understand, for about \$1,200 the car can be repaired.

Mr. Alligood said I understand, and the Health Department has said it's not worth it to do that. He said I think our folks would certainly agree with that. He said Ms. Octigan can tell you about all the conversations they've had who work on

this. He said the vehicle is beyond what it needs to be so we certainly wouldn't waste money on it trying to get it to the point where it can stay for another few miles.

Mr. Alligood said it's a new, it's the first hybrid piece that came out so it's 14 years old and was new technology at the time.

Ms. JaNell Octigan said it's not new now.

Commissioner Richardson said you just said enough to convince me. He said so it's battery and hybrid, yeah, get rid of it. He said that takes care of that.

Motion: Commissioner Richardson motioned to approve the surplus of the 2009 Toyota Prius. Chairman Waters seconded. The vote was unanimous.

Document Imaging Conversion

Commissioner Richardson said I understand that this \$53,000 cleans up the records and all that, my question doesn't go so much to doing that, my question is how much money do you have in the Health Department from these ARPA funds that you haven't spent yet.

Ms. Octigan said that would be the last of, the imaging would take the last bit of that. She said as far as the structure that we had to build it I think we were given \$147,000 so with that you get under \$90,000. She said we're looking to do the keyless entry for security purposes, like the County. She said we're looking at, what was the other thing, training because the ARPA funding provides a public health work first training, implementation, preparedness, recovery, those kinds of things. She said there's actually about \$30,000 of training there and yeah, that would get us down to, oh, I misspoke, there's \$30,000 that is TPD so right now we have everything planned out besides \$30,000.

Commissioner Richardson said let's be sure we know what we're talking about, you have no ARPA funds in any project other than what you just described. He said you're out of money in ARPA funds.

Ms. Octigan said the other one that you pulled; you're talking about the \$147,759 regional public health ARPA funding.

Commissioner Richardson said I'm talking about after you do these two things here, after you spend this money, how much money do you have left that's been given to the County, or how much do you have left that's ARPA funds.

Ms. Octigan said the only, the \$53,000, what's the other request you're talking about though.

Commissioner Richardson said the \$147,000, the regional health funds.

Ms. Octigan said the \$53,000 would come from that \$147,000 and so then we have \$10,000 for training that has not been put forth yet. She said the contract, the AA that was just signed by Pitt County, that funding will go until December of this year so this will be the first we've spent of the ARPA, of this one of the regional ARPA funding.

Commissioner Richardson said maybe it's better to do this, go back and talk to your accounting people or these accounting people, or whoever and let see how much ARPA funds are remaining that are unspent that you have.

Ms. Octigan said we haven't spent any so \$147,759.

Commissioner Richardson said all you had to begin with was the \$147,000.

Ms. Octigan said yes, that was the contract that was just signed.

Commissioner Richardson said but before this haven't you received ARPA funds.

Ms. Octigan said yes but this one that I'm referring to, I apologize that it added to the confusion, I guess there is several other funds.

Commissioner Richardson said I'm talking about all of the money you've gotten in ARPA funds. He said I don't care what you, when they gave them or whatever, what's remaining and what's yet to be spent.

Ms. Octigan said I will get that back to you because there are several pots of ARPA. She said the money that was here is the regional ARPA funds.

Commissioner Richardson said that's what I thought, thank you. He said another question that I have, these are Hyde County WIC.

Chairman Waters said wait a minute, lets, we need to get the \$53,000.

Motion: Commissioner Richardson motioned to approve the Health Departments document imaging conversion. Chairman Waters seconded. The vote was unanimous.

Budget Amendment – Health

Commissioner Richardson said the question, this Hyde County WIC, we're partnering with Hyde County.

Ms. Octigan said yes sir, the state contacted us and Hyde County was going to lose their WIC so long story short, that if WIC was gone in Hyde County then the residents there would come to us and we would not have the financial support we get by doing a sub-contract with them so this way we're able to serve their clients and get financial support for the services we provide.

Commissioner Richardson said you go down there so many days a month and set up shop or something.

Ms. Octigan said right now it's by telephone, the goal is to go down there once a month. She said they have a space down there where we would see the clients.

Commissioner Richardson said the sub-contract is with who, the \$7,300.

Ms. Octigan said that's what the WIC-Hyde received or have left this year and that's the sub-contract. She said that's with the Hyde County Health Department.

Commissioner Richardson said that's funds coming into Beaufort County.

Ms. Octigan said yes sir.

Commissioner Richardson said okay. He said the \$147,750 is another ARPA that's income to Beaufort County and you've divided up how you're going to spend that.

Ms. Octigan said I have, just so I'm correct in getting back to you the information, all ARPA funding, not just regional or other.

Commissioner Richardson said every dime that you can spend that's ARPA money.

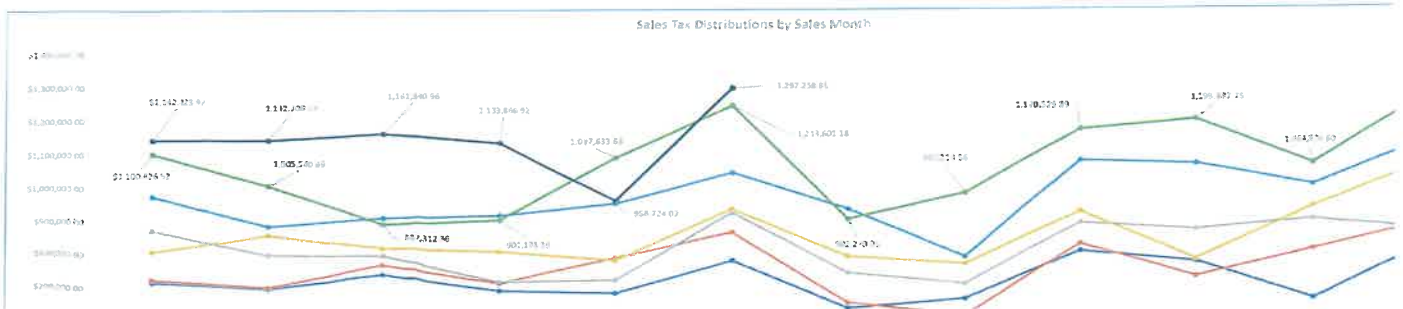
Motion: Commissioner Richardson motioned to approve the budget amendment. Chairman Waters seconded. The vote was unanimous.

Finance Report

Ms. Anita Radcliffe said I wanted to quickly update you on sales tax numbers this evening. She said

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	FY 22/23	
July	\$ 713,975.87	\$ 719,967.21	\$ 870,925.51	\$ 804,652.23	\$ 973,619.83	\$ 1,100,826.52	\$ 1,142,423.97	3.8%
August	\$ 694,327.92	\$ 697,155.16	\$ 796,311.30	\$ 854,426.57	\$ 883,511.81	\$ 1,005,540.69	\$ 1,142,705.74	13.6%
September	\$ 735,415.92	\$ 763,868.26	\$ 792,899.77	\$ 814,733.86	\$ 907,282.47	\$ 887,312.36	\$ 1,161,340.96	30.9%
October	\$ 687,368.97	\$ 709,056.75	\$ 715,000.12	\$ 804,683.75	\$ 916,076.35	\$ 901,103.38	\$ 1,133,866.92	25.8%
November	\$ 678,652.71	\$ 784,994.09	\$ 715,319.88	\$ 777,598.60	\$ 950,282.50	\$ 1,087,633.63	\$ 958,724.07	-11.9%
December	\$ 776,283.51	\$ 861,236.00	\$ 921,986.50	\$ 930,297.04	\$ 1,042,615.33	\$ 1,243,601.18	\$ 1,297,258.81	4.3%
January	\$ 630,087.18	\$ 646,138.74	\$ 740,157.36	\$ 788,529.34	\$ 933,183.36	\$ 902,270.05	\$ 1,297,258.81	-100.0%
February	\$ 658,948.75	\$ 606,233.88	\$ 705,795.83	\$ 764,137.44	\$ 787,045.57	\$ 980,214.56	\$ 980,214.56	-100.0%
March	\$ 803,631.79	\$ 824,136.16	\$ 889,127.85	\$ 921,933.13	\$ 1,077,299.18	\$ 1,170,529.89	\$ 1,170,529.89	-100.0%
April	\$ 770,625.14	\$ 723,909.18	\$ 867,118.48	\$ 776,230.67	\$ 1,065,853.64	\$ 1,198,487.75	\$ 1,198,487.75	-100.0%
May	\$ 656,305.73	\$ 804,783.81	\$ 897,173.25	\$ 933,146.42	\$ 1,001,164.88	\$ 1,064,876.60	\$ 1,064,876.60	-100.0%
June	\$ 815,681.04	\$ 880,628.58	\$ 863,478.38	\$ 1,062,286.33	\$ 1,130,859.40	\$ 1,266,004.06	\$ 1,266,004.06	-100.0%
Totals	\$ 8,621,314.53	\$ 9,022,107.73	\$ 9,779,294.33	\$ 10,232,655.38	\$ 11,668,894.32	\$ 12,806,400.67	\$ 6,836,321.47	
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	
\$ 12,586,519.00	FY 22/23 Budgeted
\$ 13,672,642.94	12 month's Annualized
\$ 1,086,123.94	Current Surplus



Ms. Radcliffe said I don't believe I've shared with you the November sale, they actually slid down a little bit. She said you can see we had been collecting right at \$1.1 million for the first four months of the fiscal year and then it slid back to the \$958,000 so the thought there was we're starting to see our sales tax maybe go back to something normal but as you can see the next month in December we received our all-time distribution of \$1.3 million so sales tax continues to kind of puzzle us a little bit. She said we would expect the November and December sale to be high because those are Christmas sales and are historically our highest months of the year. She said we do know that the extra pandemic funding available through the American Rescue Plan, those subsidies that were being given to low-income families through DSS, those programs did end in February, about a week ago so it will be interesting to see the impact. She said we do expect our sales tax numbers to probably go down a little bit. She said my understanding from the Manager, he was on a call where those additional subsidies were about \$100 million throughout the state so you take \$100 million out of the economy and I think we can expect for our sales tax numbers to obviously go down but for the first six months we're up 11%, running a \$1 million subsidy right now so it remains to be seen what will happen the last six months but we're certainly tracking it and we'll keep you posted.

Postage Meter Lease

Mr. Alligood said you will see we currently lease our postage machine from Pitney Bowes and as you know, as postage machines work, they have to be approved by the United States Postal Service. He said you can't just get a postage machine from anybody and everybody. He said we currently use Pitney Bowes, their machine lease on that ends on April 31st of this year. He said they have advised us that machines become obsolete after that time. He said that lease was \$307.29 per month, and it did not include maintenance of the equipment. He said we have tried to get a new quote from them. He said we were unsuccessful in getting that quote prior to the agenda being put together. He said we had reached out to Quadient USA, they are a USPS approved vendor, they are covered under the North Carolina contract pricing, so you have a copy of their proposal. He said it is a 39-month lease at \$253.99 per month with a one-time activation fee of \$295. He said that lease includes installation, training, a barcode reader which will actually save us and then on-site maintenance, so it covers everything. He said the total fiscal impact is \$10,200.61 over that 39-month lease. He said we have funds that cover that, whether it's with them or somebody else but we would recommend your approval for the 39-months.

Motion: Commissioner Richardson motioned to approve the 39-month contract with Quadient. Vice-Chairman Langley seconded. The vote was unanimous.

See Addendum 5

Public Beach and Coastal Waterfront Access Grant for Wrights Creek Project

Mr. Alligood said to give you all a little bit of history, back in April 2022 at the Board meeting the Board agreed to submitting a pre-application for this grant to do the final phase of the Wright's Creek project. He said on September 6, 2022, you held a public hearing before submitting the final applications, there were no comments received and the Board moved forward with that application and then October 25 of last year the Governor announced we had received a grant in the amount of \$405,000. He said the original match, you may recall the original match on this was 50% but because we were combining part of that with a PARTF grant they were able to use some of those pieces as a local match, so it reduced the match to \$307,582 so it's not a 50/50 match. He said you have included in this the project ordinance and the budget amendment, which provides for the local match, and this will complete Wright's Creek as originally proposed. He said the fiscal impact is \$307,582 and we would recommend your approval on the grant contract.

Commissioner Richardson said I just have discussion; I want to say one thing. He said this is a rat hole. He said when you're done with this nobody is going to be happy. He said the soils are not conducive to what you're trying to use this project for. He said we bought a slim pond that was worth \$50,000 at the most and paid \$400,000 for it. He said with the tow of the slim pond washing away it's been one expenditure after another, we should've abandoned this project a long time ago and I'm not going to vote for it.

Chairman Waters said a couple of comments. He said I went in my file and found a map; an aerial map and it was wetlands for CAMA major site plan and they were done in 2008. He said I was trying to get my arms around how long we had been working on this so it tells me somewhere around 2008 is when we had the property appraised, which was both phase I and phase II, the real estate as it related to the purchase and then when it was purchased the second time it was based on the original appraisal and it says that the wetlands on this particular block, if I'm reading this right, is 1.7 acres so there is some. He said in the construction and the plans we've got somewhere around 550' of riffraff is in the construction to stabilize as you go out of the gut, back around, it was starting northeast kind of all the way around that point to stabilize it. He said to my knowledge, I've been out there a lot, that's where we had the erosion and that should stop that so I would like to see this project completed. He said it's been on the table a long time and I'm hoping between now and the next 12 or 24 months maybe we can get it completed.

Commissioner Richardson said I have one more. He said where is the \$300,000 coming from, what pot.

Mr. Alligood said it would come out of fund balance.

Commissioner Richardson said so that's going to show up as an increase in the budget for this year.

Mr. Alligood said yes, that's why you have the project ordinance and the budget amendment.

Commissioner Richardson said so it will increase the budget.

Motion: Commissioner Booth motioned to approve the project ordinance and budget amendment for Wrights Creek. Vice-Chairman Langley seconded.

Yes Vote

Chairman Waters
Vice-Chairman Langley
Commissioner Booth
Commissioner Walker

No Vote

Commissioner Deatherage
Commissioner Richardson

See Addendum 6

“Wave Two” Opioid Settlements

Mr. Alligood said this is what they're referring to the Wave Two Opioid Settlements. He said you see in the agenda item that the Department of Justice recently announced five new opioid settlements. He said that's with CVS, Walgreens, Walmart, Allergan and Teva. He said this resulted in nearly \$600M to local governments. He said the distributions of these funds will mirror the original MOA allocation model that was under the first opioid agreement that was signed in 2021. He said you have all the attached documentation which includes an email from the NCACC about it. He said you have a

letter from the North Carolina Department of Justice, you have a resolution, although you voted at the last meeting to approve it there needs to be a resolution with specific language in the resolution that needs to be approved that the Association sent out and then you have a supplemental agreement for additional funds called the SAAF that needs to be approved. He said all of those things have to occur by April 18th or you lose that opportunity for funding. He said the County Attorney has reviewed all of these documents and our recommendation is that you approve them.

Motion: Commissioner Booth motioned to approve the Resolution and the SAAF agreement. Vice-Chairman Langley seconded. The vote was unanimous.

See Addendum 7

Legislative Requests Discussion

Mr. Alligood said as you all, and I think you all received it because I forwarded it to you, Senator Perry who represents Beaufort, Craven and Lenoir sent a letter of request to all elected officials in his district for any legislative changes, infrastructure items or capital budget requests. He said Senator Perry currently serves as one of the Chairs of the Senate Finance Committee so what we're looking for is any direction from the Board for items that you wish for us to send to Senator Perry for consideration as they go through the budget process.

Chairman Waters said each one of you should have a sheet in front of you. He said I put together three different projects that have been discussed and that we have some kind of idea of the money involved that we could submit. He then read the following:

- Update First responder Radios ... \$1,000,000
 - 200 @ \$5,000

Chairman Waters said Mr. Newkirk, you might help me because you responded to this late this afternoon because I understand that the total to update everything is close to \$2 million.

Mr. Chris Newkirk said if we look at all the components to the best of our ability and try to forecast our arms around that project, yes sir. He said I will work on investigating that project. He said it sort of skims off past initiatives, the biggest of which is the federal grant that we apply for and have applied for over the last three years to purchase VIPER handheld radios for our fire departments. He said that particular grant on a federal level maxes out at \$1 million so obviously we can't get the full project under that cap and that's where you see the addition of these others so to keep in line with your email request earlier, what would it take to transition our fire departments to Viper, which is where our EMS and law enforcement currently operate, it's the future of communication, all those things we talked about before. He said handhelds you're talking about \$1 million. He said mobile radios, which are the radios inside the vehicles themselves, about \$700,000 and because you're adding so many users to the infrastructure the State Highway Patrol, which manages the Viper network says hey, if you do this, if you go full blown in we're probably going to have to do some infrastructure upgrades. He said they priced that in 2021 to be between \$200,000 and \$300,000. He said we're assuming that it's on the high end of that now because of the increase in cost for equipment that we've seen so we're estimating that to be around \$2.4 million full package to carry fire completely to Viper for the purpose of conversations back and forth.

Commissioner Walker said you never mentioned base radios, is that the infrastructure you're talking about.

Mr. Newkirk said a lot of the fire stations have a base Viper as it is so when we looked at that we looked at where the gap was and bringing it whole so to speak so a lot of our stations already have those base radios in place.

Chairman Waters said the other two are in the Jail Committee. He said we had discussed, and we come up with different alternatives and have price estimates and so I threw these in here, two separate projects:

- New Public Safety Complex ... \$5,521,000
 - 911-Center/Sheriff's Office
 - 12,974 sq. ft.
- New Detention Center ... \$22,440,000
 - 140 bed facility
 - 37,185 sq. ft.

Chairman Waters said again, Senator Perry is asking us for potential capital needs so I don't know a better time to ask when somebody says we're working on the State budget, do you have anything on your wish list so I think we should submit. He said the question becomes do we submit all three of these. He said last year I think there were two different prisons or detention centers that were financed. He said one of the things that's a plus for us is the fact that our representative covers another county that has to send their inmates somewhere else so it's a benefit to our adjoining County. He said we're up to the point where we need to do something if we stay in the existing building where our Sheriff's office and 911 center is and I have no idea what it would take to update our current facility. He said that's kind of on the table right now as one of our budget or expansion, not expansion, trying to update that facility and we've heard some of the engineering problems of trying to raise the floor up in order to do something additional to the bathrooms as it relates to updating. He said I think all three of these are on the wish list and he's asked so it's up to us to respond.

Vice-Chairman Langley said the worst he could say is no.

Commissioner Richardson said with the amount of money that's rolling around in Raleigh, these are ARPA funds, these are the funds that Biden just came out with that Congress for a \$1 trillion dollar deal, make America great again, or whatever it is, why don't you go ahead and the message we got in Washington, D.C. was there's lots of money out there, why don't you go ahead and ask for it. He said why don't you ask for the \$2 million for the fire department stuff and fix the whole fire department and I don't care what you do with the rest of this, it's not really needed. He said I have one item that I want to include in here that costs money indirectly, but we'll deal with these first and we can do mine after this.

Chairman Waters said when I put this together I was trying to remember the numbers and I sent it to Mr. Newkirk so I have no problems changing it to the \$2 million. He said you've applied for a grant but there's no, we've applied for it once before.

Mr. Newkirk said this will be the third time we've applied under FEMA for the \$1 million grant.

Commissioner Booth said I think it's a great list. He said even if Senator Perry does this we also have the illustrious Representative Kidwell who brought \$20 million into this County last year maybe we can get some money into it this year so I think it's a great list.

Chairman Waters said I think, as it relates to what Commissioner Richardson said, it would be nice for Mr. Alligood and Mr. Newkirk to get together and put the \$2 million and if you need to break it down and strike that 200 at \$5,000, it that okay.

Commissioner Richardson said I think so, just reconfigure it and ask for all the money because these people that, the truth be known, the public needs to know there is so much money out there in the federal system right now that they're trying to give away, money is literally sloshing around so ask for it and see what you get. He said I have a problem with the need for a public safety complex and the need for a detention center other than to approve the one that we have but if they're giving away free money somebody is going to get it. I hate to say that, it's a terrible system, the people that voted this \$1.2 trillion, or whatever it was, they have not served us well because they just guaranteed inflation is just going to keep right on rolling.

Chairman Waters said what was your other item.

Commissioner Richardson said my item is an indirect item. He said it goes back to the resolution that the Commissioners passed having to do with drugs and I'll just, it's a short paragraph, therefore let it be resolved the Beaufort County Commissioners ever to bring justice to the profiteers of illegal use of drugs by demanding the North Carolina state legislatures of the State so that anyone receiving compensation of any kind for transferring of illegal drugs from one person to another person be sentenced for a minimum 20 years in prison without the opportunity for early release. He said we need more prisons, why don't we ask, put in this, ask the State to build a prison. He said the DA stood here and said 140 prisons have been closed down in the last 20 years or so. He said let's ask for a drug prison to hold nothing but drug offenders.

Chairman Waters said do you have a price tag; we've got to put a number on it.

Commissioner Richardson said \$25 million, but maybe you ought to put \$50 million, ask for it. He said they do need to improve the prison system in North Carolina, they need more prisons.

Chairman Waters said we could call that a regional.

Commissioner Richardson said a regional request is fine by me. He said for those of you that don't know, when we were in Washington D.C. in the early part of February, this was repeated over and over again in all of the seminars that I was in.

Chairman Waters said we've got four items on here, anybody else have one you want to throw in. He said I think this is the first time we've had a formal request and we're putting something in writing.

Commissioner Deatherage said I'm looking at these so-called wish list needs. He said I could see the radios because that's something we need, something we've talked about. He said I'm sure we're paying more for them, even with the help from the government because there's so many people asking for things now. He said once again we have too much money chasing too few goods but as far as us getting money to build facilities that we don't squarely need, especially at times where I'm looking at the costs to build the Sheriff's Office would be \$425 per square foot. He said that is just phenomenal for what we have right now. He said what we're doing is we're becoming an accessory to a government that's going to enslave our children for generations, if in fact our republic continues to exist so I don't know how we, in good conscience, can ask for this money sloshing around when we'd be better off asking the federal government to take some of it back.

Commissioner Booth said then just don't vote for it Commissioner Deatherage.

Commissioner Deatherage said that's the premise of my discussion, I'm not going to vote for it.

Commissioner Richardson said I understand Commissioner Deatherage but I go back to the trip to D.C., I listened very carefully, the President of the United States stood in front of all of us and said we are going to use counties to build out our plans for the future of the United States and we have lots of money to do it, be innovative in your requests. He said if you don't see something on the list that's approved, ask.

Commissioner Deatherage said we have a problem with a president, the president is pretty much diminutive at this point and he's even saying he's cut the deficit by \$1.7 trillion over the last two years.

Motion: Chairman Waters motioned to submit the following four items. Vice-Chairman Langley Seconded.

- Update First responder Radios ... \$1,000,000
 - 200 @ \$5,000
- New Public Safety Complex ... \$5,521,000
 - 911-Center/Sheriff's Office
 - 12,974 sq. ft.
- New Detention Center ... \$22,440,000
 - 140 bed facility
 - 37,185 sq. ft.
- A regional prison ... \$50,000,000

Yes Vote

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

No Vote

Commissioner Deatherage

Mr. Alligood said Mr. Chairman, based on a conversation we recently had, I sent you all an email about the legislative, since we're talking legislature, the North Carolina Association of County Commissioners, as you all know, sent out an email last week, has changed their advocacy day, it's a two-day event now, which you've all seen. He said so you go up and you're there for an evening with some information then and a dinner with the legislators and then the next day is a briefing and then on to the general assembly to do your lobbying efforts. He said I sent that to all of you. He said you know the evening of May 23rd conflicts with your current budget workshops schedule. He said we are scheduled to finish discussions on general departments and then take up enterprise discussions that night. He said I got feedback from two Commissioners that said I really think we ought to be at the legislative advocacy piece so whether we do it now or do it later through email I need you to consider how you want us to adjust that because essentially we could push the 23rd to the

25th and then the 25th to the 30th and then add a new meeting June 1st. He said I got feedback from one Commissioner that said I hear that but I'm going to be out of town, based on the original schedule I'm going to be out of town. He said we could try to compress one of those budget meetings. He said we generally try to stay away from Wednesday night in consideration of Vice-Chairman Langley's church events.

Vice-Chairman Langley said that's on Thursday nights, they changed it.

Mr. Alligood said I sent you all a note that said I would talk to you a little bit about this. He said however you want to handle that I just wanted to put it out there.

Chairman Waters said how many are going to Raleigh or would like to go to Raleigh.

Chairman Waters, Vice-Chairman Langley, Commissioner Booth, and Commissioner Richardson raised their hands.

Mr. Alligood said Commissioner Rebholz indicated that he was in favor of that so I think Commissioner Walker, oh, that's seven, so everyone then.

Chairman Waters said Ms. Mosher will you make the reservations then.

Ms. Mosher said the registration hasn't opened yet but I will.

Mr. Alligood said I'm not sure there will be, there won't be a host hotel for this because you will be meeting at the Quorum Center, I think it's at the Quorum Center so it will kind of be wherever in a close radius to there. He said I think the round Holiday in is gone now or getting ready to be gone.

Chairman Waters said do you want to take action on it.

Commissioner Booth said it's fine, everybody said they want to go so we have to change the date.

Chairman Waters said you said changing the date and there's one Commissioner.

Mr. Alligood said Commissioner Rebholz said he had already planned to be out of the County on June 1st, which is the date you would finalize your budget so we're happy to work through that and get a consensus on what's best for all the Commissioners, whether that means compressing a night, whether it means moving a night back, we can certainly work through that. He said we don't have to do that tonight, I just wanted to make sure we knew where everybody was on it.

Commissioner Richardson said why can't you move it on into the month of June.

Mr. Alligood said we can.

Commissioner Richardson said move it into the first or second week of June and that takes the pressure off of everybody.

Mr. Alligood said we can certainly do that. He said let me back up the reason we try to have it available for your regular meeting in June. He said your regular Board meeting in June is when you adopt the final budget and so that's why we try to have it by the 1st Monday in June.

Commissioner Richardson said I can go either way.

Mr. Alligood said we can work that out. He said I'm happy to work through that, I don't want to take any more of your time tonight.

Notice System for Register of Deeds

Commissioner Richardson said I put this on here, I make a motion that we not approve, at this time, the placing of the additional service from the Register of Deeds to notify people when documents are filed to their account. He said what's driving this is you see these articles on television, these advertisements of, I could own your house tomorrow just by filing one document they say with the Clerk because in most states those filings are done with the Clerk, by making one filing with the Clerk. He said it's a big lie, it's to sell insurance policies. He said North Carolina has very good statutes for fraud. He said you go out and start doing that stuff you're going to wind up in prison. He said it's not a matter of getting the

house, you're going to get the house but you're going to get one with bars on it and some people have tried that stuff with forgery and fraud and everything else. He said the Register of Deeds has come up with the idea that she wants to buy this service and put it online for people in Beaufort County and what you're going to wind up with is a bunch of nervous Nelly's who will sign up for this and all that's going to happen is your phone is going to ring right and left. He said the second argument that I have against this is we're making bigger. He said I sit up here and we keep making government bigger. He said we need to make government smaller. He said this is an unnecessary service and it's only going to politically enhance the Register of Deeds. He said we shouldn't be doing this at the County's expense and it's really not a service for our people because we have a law that's much better than this service that says somebody filed a document, you need to come down here and take care of it. He said so that's my motion.

Motion: Commissioner Richardson motioned to block the Register of Deeds from implementing the notification system. Commissioner Deatherage seconded.

Chairman Waters said I asked Ms. Garris if she would come and give us a status of where the system is at. He said can you come on up and give us the status of where we are in this process.

Ms. Garris said yes, I'd be happy too. She said this process was started by the previous Register of Deeds back in May 2022, when the contract was signed. She said after going through the file, this was not something I negotiated, the process has already started. She said \$11,100 has already been paid out on this contract and in about three to four weeks it should be going live, the recording notification. She said so I've done my due diligence in going back and looking at this and reaching out to other counties that have implemented this program and you have that before you but I wasn't called and notified about this ordeal here so it took me a little time to get it together but here we are. She said other counties are doing it. She said I'm not going to say one way or the other because I did not negotiate the contract and I haven't sat down and talked with them but after talking to the other Register of Deeds across the state with some of their feedback, the citizens seem to be real happy with this and that's all I can tell you is the feedback that I'm getting. She said it's a way to help protect their property. She said they're getting notifications of filings and it's a way to make sure that they're real. He said what you speak to, I'm not 100%. She said I've been the Register of Deeds since January 3rd so I'm doing my due diligence letting you know where it is and the feedback that I'm getting from other counties and that's about all I can give you.

Chairman Waters said how many people do you have already signed up for it.

Ms. Garris said it hasn't gone live yet and that's the thing, it won't go live, this is a contract I had to go and I've getting the contracts all together and trying to manage each and every one, but this contract was negotiated by Jennifer Whitehurst, it was not negotiated by me. She said I don't think it was any kind of tactic on her part. She said I think that she would be providing a good service to the citizens of Beaufort County and protecting their properties so that's where I see it.

Commissioner Richardson said who signed the contract.

Ms. Garris said Jennifer Whitehurst.

Commissioner Richardson said she doesn't have that authority does she.

Ms. Garris said she does.

Commissioner Richardson said how, why.

Ms. Garris said she's an elected official.

Mr. Alligood said these are funds that are restricted funds, they're state automation funds. He said she has; the Register of Deeds has access to those funds. He said typically we put about \$20,000 a year in that. He said it comes from a percentage, 10% of the recordings, it's by statute that those funds go into that to be used by the Register of Deeds to enhance their IT footprint and enhance other things. He said Ms. Whitehurst, as an elected, said she thought this would be a good project, she said I'd like to do that. He said it was under the purchasing limits, so it was her ability to do that. He said the project started last fiscal year and she was not able to complete the project.

Commissioner Richardson said was this put in the budget as a separate item.

Mr. Alligood said it was not put in the budget as a separate item because it was part of the automation funding, the \$20,000 that sits in the automation fund. He said it's state dollars that when people pay to record things 10% of that is put into an automation fund and that's, it is restricted funds that the Register of Deeds has access to use.

Commissioner Richardson said let me say this Mr. Manager, with all due respect, and I'm aiming at the rest of this Board, we've had policy after policy in here and I thought we had a policy that nobody could sign a contract without coming before the Board of this type.

Mr. Alligood said I'm not aware of any kind of policy like that. He said if it's something that came before you that requires a purchase order, that requires the Board to issue a purchase order than we would have, if you take action on it we would have the Chairman sign it but if you're talking about every contract we have to deal with the Board would have to sign them, that would be.

Commissioner Richardson said we have limits on contracts, a \$10,000 contract is supposed to come before the Board or did we change that.

Mr. Alligood said \$30,000, and they do. He said it's either \$30,000 or a multi-year contract that can't be terminated so if it's a one-year contract that renews it's okay because it can be terminated but if it's a multi-year, like the lease that came, the lease, that was less than the purchasing amount but it was a three-year term so that's why it came to you all. He said it wouldn't have had to come to you if it was only a one-year lease.

Commissioner Richardson said but is this a one-year commitment.

Mr. Alligood said it is a one-year. He said you pay an annual fee and if you want to continue it you pay \$2,500. He said Ms. Whitehurst said this is what I want to do, I'm willing to put it in my budget to pay for it every year out of my automation funds, \$2,500. He said if you decide right now you don't want to use it we would just not re-up.

Commissioner Richardson said but what you just described is a fund that is out there with one person in control of it. He said who holds the money that's in that fund.

Mr. Alligood said the fund is a restricted fund that sits in our account.

Commissioner Richardson said Beaufort County holds that money.

Mr. Alligood said that's right and by legislation, by statute the Register of Deeds gets to decide what they do with that money. He said it has to be used for automation and IT enhancement and those kinds of things and the reason they did that was because the general assembly, and probably with some lobbying by Register of Deeds that said counties are not stepping up and doing what they need to do to support us.

Commissioner Richardson said I'm not sure this item is quite withing what you described. He said can you send us a copy of that statute that authorizes this slush fund.

Mr. Alligood said sure. He said I'll tell you right now it's G.S. 161-13.1. He said it requires counties, it's called the A.E.P.F., 10% of the fees collected under statute 161.10, retained by the County says it's to be set aside annual and placed in a non-reverting automation enhancement and preservation account.

Commissioner Richardson said this doesn't sound like automation or preservation to me. He said I think those funds have been misappropriated and I want the auditor to look at this.

Mr. Alligood said that is for the Register of Deeds to decide.

Commissioner Richardson said I want the auditors to look at this and would you please send me a copy of that statute.

Commissioner Walker said thank you for putting this together and I'm glad you heard from the other counties that participated and I'm going to vote for this, but I would like, in a years' time, to get some kind of tally of how many residents use it.

Ms. Garriss said exactly and I was looking at and following up with these other counties to see what benchmark, what measure they're using to determine if it's valuable enough to continue this service year after year. She said many of them

have been 12 years, 5 years, 6 years so that would be interesting to find out. She said I will gage that for you and bring back that data.

Commissioner Walker said is everybody automatically enrolled.

Ms. Garris said no, you have to sign up for it and it seems to me there was a question about the liability issue. She said I reached out to the vendor just to make sure there's a clause up there that does not hold us accountable in case something happens but it's a notification program. She said it will notify them if someone files something in their name. She said they can put in ten variations of their name. She said now Mr. Smith, can you imagine John Smith. She said can you imagine how many alerts he's going to get when somebody files something in Beaufort County. She said it's designed that they can put up to ten names, also known as, formerly known as and different things like that.

Commissioner Booth said I think it's a good program. He said the question I have is as you say people are doing it voluntarily, how are we notifying people that your office is offering it.

Ms. Garris said once this goes live they will be notified, we will be sending the information out, there will be media, we now have a Facebook page for educational purposes to let people know when the office is closing early, holidays and different stuff like that, just giving general information like marriage licenses and how to apply and different things so we will definitely have that advertised and send it out to different people like the county attorneys and they can reach out to their clients. She said it will be a network.

Commissioner Deatherage said North Carolina is a race state so once you file them and you say you own this property, you as the Register of Deeds will be checking the signatures, making sure everything has its notary, make sure everything is right. He said once it's filed the person in first position owns that piece of property and they cannot give it up unless they sign a deed with you, once again, checking the signatures. He said I think you're going to be opening yourself to a huge liability because somebody is going to complain. He said I've got another question, if somebody said they got a notification who do they contact to find out if it is real or not.

Ms. Garris said first of all they contact us to make sure to check and make sure because once it comes to our office for recording if everything is there, the notary, the signatures, the stamps, and everything, we have to record it as you stated. She said but if they get a notification that they've had something come in then they will call us or they can even go online because everything is online now and see what's been recorded. She said then they can contact the Sheriff's Office and they can contact an attorney so once they know something has been done that's not right, someone trying to take their property, take their deed, then they take the next step. She said they contact us, they contact the Sheriff's Office, then they contact an attorney.

Commissioner Deatherage said this is going to require your staff to take extra time to deal with these people on an issue that really can't happen in North Carolina. He said I have to concur with Commissioner Richardson, I've never heard of anybody stealing somebody's property by getting some guy over here to say he's this person that owns the property and then selling it.

Ms. Garris said I understand what you're saying but things like that do happen. She said are they prevalent in North Carolina, maybe not as prevalent.

Commissioner Deatherage said the notary, think about this, the notary would be responsible for the entire amount.

Ms. Garris said believe you me, we have seen notaries come through and some of them really don't care. She said when we have something come in and the notary has not even signed it or the person has not signed it, we see all of those things and notaries are not always above board. She said I'm a notary, I've been a notary forever since I was 22 and you don't know how many people approach me to notarize a title but yet the person who sold them the vehicle is not there but the transactors are not there, I won't sign it, I won't notarize but there's a lot of them that will.

Commissioner Deatherage said but you and your staff would be able to check the notary and know whether it's real or not real, right.

Ms. Garris said you know, we have sent back more this week, we've had more trouble with notaries this week and it's only Monday and we've had to send four back because of notaries. She said it's not because they intentionally did something, it's because the skipped a step and if it's not right we send it back but if we have something that comes in and everything

is marked and everything is accurate according to our eyes it gets recorded. She said now I don't know if it's you, Stan Deatherage, or if it's another Stan Deatherage pretending to be you or your brother that wants your piece of property, I don't know, all I know is that everything is there and we have to record it, by statute.

Motion Restated: Commissioner Richardson motioned to block the Register of Deeds from implementing the notification system. Commissioner Deatherage seconded.

Yes Vote

Commissioner Deatherage
Commissioner Richardson

No Vote

Chairman Waters
Vice-Chairman Langley
Commissioner Booth
Commissioner Walker

Vice-Chairman Langley said I renew my motion to approve.

Chairman Waters said do we need a motion to approve.

Ms. Garriss said I would just like to make a note that if you had cancelled this contract you would've cost the taxpayers a few thousand dollars.

Chairman Waters said we have a lot of people that are moving into this state that are moving from states that don't have the same and I agree with what Commissioner Richardson said, title companies, there's a lot of title companies and they can do that but with our system, but because we've got people who watch TV and see the commercials and are already into this, I think we need to try it and you're going to come back to us and tell us whether we need to keep it or not.

Ms. Garriss said I'm going to gauge it, for sure and if it's not valuable and if it's not credible I'll be the first person to say I don't think we should continue this. She said it's \$2,500 per year. She said once it goes live we'll pay \$2,500, we'll measure it for a year, I'll come back before you and let you know how many people have signed up for it and how it's played out. She said if it's not worth it I will definitely not do it.

Position Salary Review Policy

Commissioner Richardson said what this is about is half the County employees are on what's called the State Pay Plan and that means their job descriptions are approved by the State and they're rated for wherever they fall in the classification system by the state. He said what's been happening for the last couple of years is we've been having; we have a situation where a department head walks in and says so-and-so has been rated by the State has been needing a \$3,000 raise or a \$3,000 raise will fix their classification with what we're talking about. He said well it sounded for a long time like the state was doing this, that this was initiated by the state. He said this is not initiated by the state. He said what is happening, and I'm going to be crude about this and you can say I'm a bad boy if you want to but people are getting raises for County employees and County employees are getting raises because they have initiated and talked people into changing job descriptions and then that goes to Raleigh for review and then Raleigh comes back and says you've misclassified this person, they need to be such-and-such. He said we're doing probably, averaging one a month and I figured out what was going on because I kept saying the state doesn't audit our personnel accounts, how does this happen, and it happens because it's initiated by department heads with Beaufort County, and these are \$3,000 and \$4,000 and \$5,000 salary increases. He said my motion is this, the job description change revision has to be approved by the Commissioners before it is sent to Raleigh. He said this gives the Commissioners an opportunity to look and see, for us to assure ourselves that the job change is necessary because in some of these job descriptions you can change less than one sentence and bump a person up two or three paygrades and they've been doing the same thing they've been doing all along, and they were accurately described to begin with so I want all future state approved classifications to originate with the County Commissioners before they go to Raleigh. He said I'm not talking about these casual reviews that are done, that's my motion.

Mr. Alligood said for everybody to clearly understand, and I would take exception that our department heads are trying to get people raises. He said this is only for employees who are covered under the State Personnel Act. He said so those are Health Department employees and DSS employees. He said under the administrative code the office of State Personnel is responsible for classifying those and making sure they are in the right category, whether that's a Public Health Nurse II that's doing certain things and they change and are doing additional things, that information is sent to OSHAR, they look

at it, they have someone that looks at that and under State classifications they say yes, if they're doing that work they should be classified as a Public Health Nurse III. He said that comes back to us, we bring it to the Board and say based on that it falls under this category of your pay and classification plan. He said the idea that we simply decide we want to help a buddy, as Commissioner Richardson occasionally says, is absolutely incorrect.

Commissioner Richardson said no it's not.

Mr. Alligood said we are doing what we are required to do. He said the department heads, the Director of DSS, the Director of the Health Department, who work for Boards, are doing what they are required to do under the State Personnel Act, that is, if those jobs change, they are required to send them for review. He said the State makes the determination on that and to say that every time it happens, that's not true. He said when we've sent them up before State HR has said no, that shouldn't change. He said that's fine, but they are the authority. He said we are not a substantially equivalent County. He said if we were a substantially equivalent County, and there's only three or four of those across the State, the Mecklenburg's, the Wakes, those with HR departments are big enough where they do the scrutiny and the State has signed off and said we no longer handle that function, County, you've got enough infrastructure in place, you handle it. He said we are not substantially equivalent so by administrative code we are required to send those to them for them to look at. He said when it comes back and it says yes, it ought to be a whatever thing, based on your pay and classification plan you should do that, that's appropriate, otherwise during my Conversation with Drake Manyard, who's an attorney and used to run OSHR, he said I would be very careful about monkeying around with State administrative code because you risk the jeopardy of losing federal funding and that's why this is all in place. He said so first of all we don't do it just to get a buddy a raise, I want that to be clear, we're doing it because it is required to be done and the State is the one who has the authority to do those things and if we were not sending them then we're doing a disservice to the people who are working for us and we ought to do it the right way.

Commissioner Booth said Mr. Manager, we also heard there's a whole lot of people that are doing it. He said I know you probably don't have the numbers today but there's only a few people who are under the State, Health and DSS, and it's very few, is that correct.

Mr. Alligood said everybody who works at the Health Department and everybody that works at DSS are under the State Personnel policy.

Commissioner Booth said but they pay a portion of salary, is that correct.

Mr. Alligood said they are quasi state employees so they're, they fall under state personnel so if there's, like in our personnel policy one of the things is on a disciplinary matter if you work for DSS or you work for Health then you get an additional appeal to the Administrative Office of the Courts so there's certain things under the administrative code that if we are providing that service for the State, Health and Social Services, we are required to follow their rules and that's one of the rules. He said they set the classifications, they approve the changes in classifications, that's not approved at a local level.

Commissioner Booth said so we can't change classifications.

Mr. Alligood said that's right, we send it to them, they say yes or no and they say no. He said I think Ms. Octigan has had three over the last year, they're not that often. He said DSS has probably had a couple or three, I wouldn't want to put a number but it's not like it happens every other week. He said the insinuation that we do it every month is not correct.

Commissioner Richardson said let me go back, I'm not trying to thwart the State Personnel Policy Act, I'm simply trying to change procedure and that procedure is that this come out of this Board and that's because if we're changing duties of employees that much in these departments and we're reclassifying employees Commissioners need to know it, we need to know something about what's going on in these departments and it needs to come to Commissioners and let us peruse it and come to some kind of decision on what is done with it. He said I understand we do not want to get in the way of the administration of the State Personnel Act. He said by the same token it's awfully easy for a supervisor to say I'm asking for you to be reclassified, maybe knowing that employee is not going to be reclassified but it sure looks good, it makes the employee feel good, there's a lot of things going on here and these Commissioners need to get a handle on what's going on and what's going on with these raises because it's quite possible when you start looking at this, and we've looked at some of this in the past, that we find out that everybody is all of a sudden going to be a chief and there aren't going to be

any Indians. He said so we need to, I was just asking for a change in the procedure, let it come by here before it goes to Raleigh.

Vice-Chairman Langley called the question.

Chairman Waters said all in favor of the motion to change the policy to where it has to come before the Board of Commissioners for approval before it goes to the State personnel.

Commissioner Richardson said I didn't necessarily say before approval, it's not for approval. He said that's not what I said, it comes by here for review before it goes to Raleigh because again I'll point out to you that in the past we've had situations where we've found out we've had three or four people with the same classification but there was only one job available. He said stuff like this happens and it goes on from time to time and within organizations and departments they can become strained with this policy. He said approval is not in there. He said the request comes to the Board of Commissioners for review before it goes to Raleigh.

Mr. Alligood said so Mr. Chairman I'll read to you the information, Commissioner Richardson would like the Board to set a policy that all requests for position or salary review under the State salary plan are to be approved by the Board of Commissioners before being sent to the State. He said that's his agenda item.

Commissioner Richardson said that's the title of the agenda item but with the information that I've gathered here tonight I certainly have the ability to change my request, which I did.

Motion: Commissioner Richardson motioned for those positions that may be reclassified by the state be reviewed by the Board before being sent to State Personnel. Commissioner Deatherage seconded.

Yes Vote

Commissioner Deatherage
Commissioner Richardson

No Vote

Chairman Waters
Vice-Chairman Langley
Commissioner Booth
Commissioner Walker

Storm Water Rules Update

Commissioner Richardson said Mr. Manager, do you know when the Nutrient Storm Water Rules are going to go into effect for Beaufort County.

Mr. Alligood said I do, yes sir. He said we had a meeting the other day with Trish D'arconte, with NCDEQ Nine Source Point Planning Unit. He said she said the timeline for this, because there are ten additional units added, mostly municipalities, May of 2023 is when this would go to the Water Quality Committee and then if it gets through the Water Quality Committee it's anticipated it would go to the EMC in July of '23. He said if that we're to occur and the EMC were to approve it in July 2023 then local governments would have six months to adopt the local policy so she said if everything worked perfectly the absolute earliest it could occur would be November 1, 2023, but most likely it would be the first quarter, January or later of 2024.

Commissioner Richardson said to be clear, these regulations were adopted by the legislature or was that enabling legislation adopted by the legislature.

Mr. Alligood said my understanding was this occurred back in 2000, actually even earlier than that I think. He said this was based on federal regulations that came down. He said evidently there were a lot of fish kills and algae blooms and then the general assembly put that rule in place and tasked DENR with putting in rules. He said so it goes through DENR and then it evidently follows this process with the EMC to put the rules in place. He said it's my understanding that it has to be readopted by statute, DENR has to adopt it every ten years per legislation so the rules that were adopted by this Board in 2004, which was the Tar-Pamlico Nutrient use that were the ordinance are now due because DENR is required to adopt those every ten year, per legislation.

Commissioner Richardson said okay but there's federal legislation having to do with the Tar-Pam rules. He said I thought that was an invention of the state.

Mr. Alligood said my understanding, and I was looking for information on that because it was listed and I thought I had it at one time, it came out of the federal clean water rules that got pushed down years and years ago that told the states you need to put regulations in place to keep the waters clean so it went back to the federal clean water act.

Commissioner Richardson said but that's specific to the clean water act, and that's not specific to the Tar-Pamlico basin. He said these rules were generated by the legislature for the Tar-Pamlico basin.

Mr. Alligood said right, plus the Nuese and other areas but my understanding is it was driven by the federal government saying the clean water act says you have to look after these things and they pushed it down to the state to say you're not complying with what you need to so the state put rules in place. He said I may be wrong.

Commissioner Richardson said well try this out and see if this fits, what started this was there were certain sewage processing plants on the Tar-Pam that could not meet the fluent standards and it did not look like they were going to meet any time soon so a regional, or an area, a basin area was put together that involved cities or counties and towns so that they could do some averaging of these effluent rules so that one plant may be exceeding the rules and another plant may be well under so you can average this thing all out and as long as everyone is under average then everybody is approved and in order to make that work they had to have all these municipalities, they put all of these, they didn't have to have but they put all of these municipalities in to these nutrient rules to reduce the nutrient effluent of nitrogen and phosphorus into the river basin and did the same thing in the Nuese and I don't know, they may have done the same thing in other places in North Carolina. He said one of my questions, this thing comes as a great surprise to me because these rules are changing drastically from what they were before so my question is, we're coming into this kind of late, have we had a review of these rules by Commissioners or is this something that's going to be put to the Commissioners, is this where we're going to get one of those speeches where the Commissioners have no choice but to approve this.

Mr. Alligood said I would push back a little bit on that these are extremely different rules. He said what I can tell you is that on November 1, 2004, the Board adopted stormwater rules that were based on the model ordinance that the State put together, which is exactly what this new re-adoption requires you to do and in that I was not here at the last meeting but I do remember you making a couple of comments. He said one of those was that Beaufort County was the only county in this, that is not true. He said every county in the Tar-Pam basin is included in this.

Commissioner Richardson said Pitt County is in it.

Mr. Alligood said yes sir, in fact here's the Tar-Pamlico nutrient strategy fact sheet, it says Beaufort, Dare, Edgecombe, Franklin, Granville, Hallifax, Hyde, Martin, Nash, Person, Pitt, Vance, Warren, Washington and Wilson County are included.

Commissioner Richardson said they just added that to this new round of rules.

Mr. Alligood said they did.

Commissioner Richardson said yeah, see up until now there was only one County in it and that was Beaufort.

Mr. Alligood said no sir, on November 1, 2004, I have the policy that was adopted by this Board, I have the minutes and of the minutes of the storm water ordinance there was a motion by Commissioner Moore, seconded by Commissioner Richardson the Board voted unanimously adopting this and in this ordinance, it shows the affected local governments. He said the municipalities of Greenville, Henderson, Oxford, Rocky Mount, Tarboro, Washington and the counties, Beaufort Buncombe, Franklin, Nash, and Pitt so there have always been more counties involved.

Commissioner Richardson said oh, okay.

Mr. Alligood said there was a comment made that this hotline was something that was new and oppressive. He said in your ordinance that you adopted in 2004 it says preventing discharges and establishing a hotline. He said it also talks about education programs so the change that occurred that has a lot of people torn out the frame is 24% comment that anything, if you, anything more than 24% buildable on causes this to engage. He said according to the State, Beaufort County has been under the storm water regulations since forever and the coastal stormwater regulations have always said 24% build upon area.

Commissioner Richardson said no, they haven't always said that.

Mr. Alligood said well, that's not what the State of North Carolina said.

Commissioner Richardson said they may have told you that, but I was at the legislature, I went to the legislature the last time the storm water rules were changed I was sitting in the legislature, and it was changed from 30% to 24%.

Mr. Alligood said if I could finish, according to Trish D'arconte, who's with DENR, said the reason the State took the 24% for the storm water nutrient rules is they wanted to make it match the existing rules, the existing coastal stormwater rules so there would be no confusion in that so that is the same according to the state. He said the other piece of this is that what she said to us on the phone call, and Mr. Buck was on the phone call as well, she said I would dare believe there's many times this would impact your County, she said mostly it becomes an issue with failing septic systems. He said on page three of the ordinance, which was under this as well, single family, duplex residential and related recreational development and expansion development that disturbs less than an acre is exempt from this ordinance. He said so I asked the question because I think I recall at the last meeting, although I wasn't here, I think your example was there are some very small lots in Beaufort County, so I'm on the river and I have a half-acre lot and I put a house on it and I put a shed and I put my driveway then I'm all of a sudden over the 24% so I'm stuck with this and I put it to her and she said it's less than, you've disturbed less than an acre, it doesn't apply so there's a lot of exceptions.

Commissioner Richardson said what about sub-divisions.

Mr. Alligood said sub-divisions, according to her, if you have a plat that's in a sub-division then the whole sub-division is subject to that, which it probably should be because you're doing a lot of impact in an area so you're having run-off. He said according to that, and there is an exception in there, so the 24% talks about commercial, industrial, institutional, multi-family, residential local government development that disturbs less than half an acre and expands existing structures on a parcel but does not result in a cumulated area of 24% then you're exempt from that and you've got to comply with stormwater rules which just means you've got to contain the stormwaters which I'm not an expert on that but my understanding is you've got to contain it, you've got to hold it the first hour or first 24 hours or however that works so the nutrients can settle out before it runs off into the river so we don't have issues. He said but this is, the thing they did do was they lowered, the nitrogen is the same from the last rule, they cut the phosphorus from the last rule, they cut the phosphorus in half but generally my understanding is it's basically the same. He said but I defer to the planners who help do this but everyone of these have been the model ordinance, the bare minimum that has been required by the state and the motion at the last meeting to send this to our legislative delegation to ask for us to be exempt from that has been done. He said both of those legislatures and representatives have been sent, they've acknowledged that and said they're looking at it and working on it.

Commissioner Richardson said well the ordinance that we're under right now here's what I'm hearing, how is that enforced, who enforces that, who went out and made them get in line.

Mr. Alligood said I'm not sure we really have done what we're supposed to do over it. He said there are some things that may have been too broad of a statement, I think we're doing the best we can with what we have. He said I think a lot of it is incumbent upon engineers and land surveyors to let their clients know when they trigger that rule and that things occur under that rule appropriately. He said we do have, under the existing ordinance there is regulations where if we are notified of something we are supposed to look at it and inspect it to see if it meets what it's supposed to do according to the rules so we take that responsibility based on this existing ordinance and my understanding is it's generally about the same with the new revision.

Commissioner Richardson said my understanding is because enforcement has been so lax on these rules that there's going to be some tough enforcement provisions in these new rules. He said do you know anything about that.

Mr. Alligood said I do not. He said I'd have to defer to the planner to answer that question, but my understanding is there's generally, it's generally the same. He said there's illicit discharge where folks can call, a lot of stuff is the same. He said are there things we probably should've been doing over the years, maybe so but I can't speak to that.

Mr. Bryant Buck said the failing septic issue, Commissioner Richardson, has been one of the big issues. He said you drive by your neighbor's house or you drive by a sub-division and you see septic spewing here and there, those are issues that have primarily cropped up. He said given the development throughout Beaufort County over the last many years, a lot of these aren't triggered where we have to follow through with these and basically as Mr. Alligood mentioned Beaufort County is subject to the coastal water rules which are above and beyond, you're aware of that, also the new Tar-Pam new development storm water. He said because of the 2020 Tar-Pam rule changes the built upon threshold in which stormwater treatment is required, that's the 24% built upon area, that's the same as the stormwater, as I just mentioned. He said the new Tar-Pam rules completely exempt new residential development on isolated lots with a proposed built upon area of less than 5%, as well as new residential development on one acre that disturbs less than 1%.

Commissioner Richardson said you said 5%, I think you meant to say something else.

Mr. Buck said built upon area less than 5%, as well as new residential development.

Commissioner Richardson said building lots with less than 5%.

Mr. Buck said correct, the new residential developments on isolated lots with proposed build upon area less than 5%.

Commissioner Richardson said but 5% of an acre lot is a house, less than a house.

Mr. Buck said well less than 5% is exempt is exempt, as well as new residential development with less than an acre of disturbance, with the exception of lots in subdivision, as we just mentioned. He said in a planned subdivision then it's the whole subdivision has to participate.

Commissioner Richardson said you're bringing me around to my main point and that is Commissioners should have been informed of this a long time ago when we started this so that we could have at least a committee of Commissioners or Commissioners would've had an opportunity to comment on certain provisions of this. He said my understanding is who's approved this and sent it onto the State and said everything is okay.

Mr. Buck said our organization was brought in to assist the County.

Commissioner Richardson said you're our consultants.

Mr. Buck said we're your consultant, we were brought in to assist the County with bringing them into compliance with the new stormwater regulations, that's what we've done. He said we took the minor details of these requirements, we didn't add anything additional, we took the bare bones minimum and submitted the new version to the State.

Commissioner Richardson said you submitted it.

Mr. Buck said on behalf of the County.

Commissioner Richardson said but did you bring it to the Board for review.

Mr. Buck said we coordinated with the County.

Commissioner Richardson said who in the County is making these decisions.

Mr. Alligood said let's explain that, the State said to us send us your model ordinance, let us review it first, then it goes back to your Boards for consideration so we're doing what the State told us to do and that was to send it to them first to make sure it's correct based on the model and then come back to it so you'll see every one of these says draft, not approved by the Board of Commissioners so that's exactly right.

Commissioner Richardson said what's going to happen is we're going to be handed an ordinance and told you have no choice but to approve this ordinance. He said there's some negotiation that can be done with this that might help the County, might help development and here's what I'm concerned about, this thing has gone off and gone through the bureaucracy,

and the hired help and everybody is just doing what the state told them to do and you dumb Commissioners all you have to do is sign it when we bring it to you. He said I've got a real serious problem with the fact that this thing was not brought to the Commissioners. He said it's legislation, its law, we make the decisions, this should've been brought to us long before now for review so what I'm asking for is an opportunity for us to review this since this is stretched out six months and see if there's some changes that can be made. He said Mr. Manager let me inform you of one thing, the last time the State stormwater rule was passed for Beaufort County and eastern North Carolina, Beaufort County took the lead in getting that law changed. He said Beaufort County took the lead and we got some serious things that we wanted and we needed in there. He said yes, the state took advantage in a few places because when you're writing legislation at the last minute all you do is change a number or two so I know how that works, I was right there. He said we need to review this stuff to be sure what's going on in Beaufort County because we could have to hire more personnel because of this thing if the state decides to severely enforce it and another question I want to know, enabling legislation, has it been changed so that the State has more authority to force us to do things because right now there's not much teeth in the present law we're under at the moment. He said these are questions we need to be answered.

Mr. Alligood said I've heard that clearly Commissioner Richardson and you receive all of the legislative updates that I receive. He said I will tell you there was a public hearing and public comment on this. He said the official rule making process began in January 2019 when the division staff presented it to the EMC and received the approval to make the draft rules available for public comment. He said notice of text for public hearing was published in the North Carolina Administrative Hearing on February 15, 2019, and distributed through the DWR public stakeholders list. He said then the 60-day public comments was open from the 15th, the day they noticed it, until April 6, 2019, and there were two public hearings held in March 2019. He said one was at Lenoir Community College in Kinston and one was in Clayton, at Clayton town hall in Clayton. He said I went back through every one of my emails and I keep all of my emails, I never saw a notice of that. He said if I missed the notice of it I'm sorry but you receive those notices just like I do so I'll take the hit on that but if you're saying that there were all these changes that were made, there's not any substantial difference from the old rules to the new rules, in fact I think they made it a little easier. He said they took out the calculations. He said under the old rule, or the existing rules there are a ton of calculations to try and figure out the nutrient loading. He said that's been taken out of there and they're just looking at the area, the built upon area and the exceptions so I'm happy to take whatever slings and arrows you want to throw but we tried to do this the way the State asked us to do it.

Commissioner Richardson said yeah, but Mr. Manager, that's not your job to work for the State. He said your job is to work for this Board and this County.

Mr. Alligood said you're right, it's not my job to work for the State but it is my job to follow the law.

Commissioner Richardson said you've got no law to obey yet because no law has been passed. He said we're forming a law.

Mr. Alligood said you are not, the State is giving you draft ordinance that says this is what you much comply with. He said if you want to make it stricter you can but this is the model ordinance and the model ordinance is the minimum and we've always gone by the minimum from day one.

Commissioner Richardson said let's go back to legislation that's out there that affects Beaufort County, you sort of painted a picture there that somehow I, as a Commissioner, am supposed to review all of the state stuff and supposed to keep up to date on it. He said that's what we're paying you for.

Mr. Alligood said that is part of what I do Commissioner Richardson but I can't track every piece of legislation that goes through the general assembly.

Commissioner Richardson said one of the things that we had before when Beaufort County took the lead, went to the State, went to Raleigh because I was the lead agent for Beaufort County, I was there, okay, was that we had a lobbyist in Raleigh who helped us with this a great deal and the Board has chosen to do away with our lobbyist.

Commissioner Booth said he died.

Commissioner Richardson said you fired him a long time before he died, let's get the facts in this thing straight. He said we need to take a look in our upcoming budget in how we're going to review these items because these are serious things that affect Beaufort County, they are lobby-able and we need to be on top of the issues that affect us and we're not. He said this one has essentially gotten by us and what it comes down to at this point in time is Hood Richardson is going to be doing something as Beaufort County Commissioner that he shouldn't be having to be doing, and that is reviewing a bunch of legislation and a bunch of regulations and then having to come back to this Board to see if we can get these things changed. He said I do these permits, I am very familiar with what we're doing now, I have done a bunch of these permits, not just one.

Chairman Waters said gentlemen, can we bring this one to a close.

Commissioner Richardson said okay, I'll bring it to a close with one statement, in the future I'm looking to the Manager to do the screening and to bring the legislative issues that affect the people of Beaufort County that are important, and I understand what you're saying, there's 14 million things going on up there in Raleigh and I appreciate that but the things that pop out, you need to bring them to us and if it is an insurmountable job this Board needs to take a look at how we're going to solve this problem when we do this budget. He said whether we need to hire a lobbyist or whether there's a screening outfit in Raleigh that provides sensitive information, we've got an Association of County Commissioners, but they respond to what the membership wants, I understand that, but we've got a problem and we need to take a look at it. He said I don't want to see anymore legislation passed in Raleigh that affects us that we don't have our fingers into and if you have people that are experts in these situations you need to use them.

Town of Bath Sewer Expansion

Commissioner Richardson said I think the Manager can give us a report. He said we were both in a meeting and, you know, it's not that bad right now if it works out as it was described in that meeting. He said do you want to do that Mr. Manager.

Mr. Alligood said on February 16th we had a meeting with Bubs Carson and Johnathan Russel, Hope Wollard with the City, Blaine Humphries and Associates, who's the engineer of record, Commissioner Richardson, Commissioner Rebholz and myself. He said at that meeting over at the City they explained the project that was coming from Bath, the main sewer that was coming from Bath coming into the City of Washington and I believe the meeting started with what was the size of the forced main. He said I think they said the forced main was 6" and Commissioner Richardson said that was fine with him, that was enough, it was big enough to do whatever it is they need to do. He said Out of that meeting the City agreed they would look at any, on a case by case basis they would be happy to look at folks who may want to attach to that forced main but that would be done on a case by case basis. He said that is where that stands, like I said, it's not our project but they are willing to look at entities or people but it is a pretty high bar to attach to the forced main and there's a lot of expenses associated with it but they said they'd be willing to look at it on a case by case basis and not completely rule it out.

Chairman Waters said the newspaper article said on the front page that they received \$20 million but when you went to page 5 and got the details they got \$9.8 million.

Mr. Alligood said I'm not sure of the ins-and-outs, there are several pots of money. He said they got appropriated a couple three years ago.

Chairman Waters said that was \$5 million.

Mr. Alligood said that never got spent and they were holding on to it. He said there was some additional appropriation.

Chairman Waters said so the new may have been the \$9.8 million.

State Supported School Choice Program and United States Undefended Sovereign Border

Commissioner Deatherage said Mr. Chairman, the night is growing long, both issues, I'd like to bring up later with no objections. He said we can do this at another time.

Commissioners Comments

Chairman Waters said we've got one more, we've got Commissioner comments.

Commissioner Richardson said I have a comment. He said on the item having to do with closed session and having to do with narcotics and this Board's protection of the drug industry in Beaufort County, and yes, I'm accusing you, I want to say this, neither the county attorney nor the county manager has the authority to remove an item that any Commissioner puts on the agenda. He said the proper procedure is for that item to be debated by the Board and the Board to vote to accept it or remove it.

Commissioner Booth said we did vote.

Commissioner Richardson said that's what you did after the fact. He said it would've never been an issue if I didn't raise it. He said if you don't mind, stop mumbling.

Commissioner Booth said I'm not mumbling.

Commissioner Richardson said yes you are.

Commissioner Booth said you may scare some of these people but you aren't scaring me.

Commissioner Richardson said you're mumbling. He said doing this, taking an item, refusing to post an item that any Commissioner puts on the agenda is a violation of our free speech rights as a Commissioner and our rights as a Commissioner and it should never happen again.

Commissioner Booth said Commissioner Richardson thinks he's the only Commissioner up here. He said if we could learn you how to count, there's four is a majority. He said you and Commissioner Deatherage don't run this board, you can't tell us what to do, we are not your children and the sooner you get that through your thick skull the better off you will be as a Commissioner.

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

Adjourned at 8:32 PM

Respectfully submitted to you by:

Kathleen Mosher
Clerk to the Board of County Commissioners

ADDENDUM 1

- 1.** Surplus, Social Services – Kelly Smith, DSS
- 2.** Surplus, Health Department – JaNell Octigan, Health Director
- 3.** Vehicle Surplus, Health Department – JaNell Octigan, Health Director
- 4.** Document Imaging Conversion – JaNell Octigan, Health Director
- 5.** Budget Amendment – JaNell Octigan, Health Director
- 6.** Budget Amendment, Soil and Water – Ann Williams, Soil and Water
- 7.** Joint CAMA Land Use Resolution – Jamie Heath, Mid-East Commission
- 8.** Norfield Software Service Agreement – Christina Smith, Public Works
- 9.** Inter-Departmental Reallocations – Anita Radcliffe, Finance Officer
- 10.** Trillium Advisory Board Appointment – Brian Alligood, County Manager
- 11.** USDA Lease Renewal – Brian Alligood, County Manager
- 12.** Tax Office Refunds Over \$100.00 – Lloyd Salter and Wyn Kinion, Tax Office
- 13.** Approval of Board Minutes – Katie Mosher, Clerk to the Board

Surplus January 2023

Quantity	ITEM	Description	Location	Notes
1	TV stand	Black metal with wheels	154	
1	Table	Metal with wood top	154	
2	Lamps	Gold / white	154	Both work



Serial Number	Make	Model	Reasoning
FCDQ62GTG2DL	iPhone	5c	Obsolete iOS
FCGQ81JRG2DJ	iPhone	5c	Obsolete iOS



Serial Number	Make	Model	Reasoning
DX3QC6D8FNJK	iPhone	5s	Obsolete iOS



Serial Number	Make	Model	Reasoning
F18S5BCNH2XG	iPhone	6s	Obsolete iOS
FFMTP2RAHFLT	iPhone	6s	Obsolete iOS
FFMTRBUSHFLT	iPhone	6s	Obsolete iOS / Duplicate Number
FFMTRCOFHFLT	iPhone	6s	Obsolete iOS
FFMTRC8KHFLT	iPhone	6s	Obsolete iOS / Duplicate Number / No SIM
FFQWJ0J9HFLR	iPhone	6s	Obsolete iOS
FK1WJJJLHFLR	iPhone	6s	Obsolete iOS
FK1WJM5VHFLR	iPhone	6s	Obsolete iOS / Duplicate Number
FK1WJMUHHFLR	iPhone	6s	Obsolete iOS
FK1WJNY1HFLR	iPhone	6s	Obsolete iOS
FK1WJQEMHFLR	iPhone	6s	Obsolete iOS
FK1WJS2HHFLR	iPhone	6s	Obsolete iOS
FK1WJTNAHFLR	iPhone	6s	Obsolete iOS
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FK1WJZDBHFLR	iPhone	6s	Obsolete iOS
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FK1WJZ91HFLR	iPhone	6s	Obsolete iOS



Serial Number	Make	Model	Reasoning
DX3S621SH2XG	iPhone	SE	Obsolete iOS
F17S4RLXH2XG	iPhone	SE	Obsolete iOS
F17S645VH2XG	iPhone	SE	Obsolete iOS
F17S64VRH2XG	iPhone	SE	Obsolete iOS
F17S64XE2XG	iPhone	SE	Obsolete iOS
F17S65PWH2XG	iPhone	SE	Obsolete iOS
F17S65U1H2XG	iPhone	SE	Obsolete iOS
F17S663FH2XG	iPhone	SE	Obsolete iOS
F17S692QH2XG	iPhone	SE	Obsolete iOS
F17S6932H2XG	iPhone	SE	Obsolete iOS
F17S6936H2XG	iPhone	SE	Obsolete iOS
F17S694TH2XG	iPhone	SE	Obsolete iOS
F17S695KH2XG	iPhone	SE	Obsolete iOS / Duplicate Number
F17S696GH2XG	iPhone	SE	Obsolete iOS
F17S69AVH2XG	iPhone	SE	Obsolete iOS
F17S69CWH2XG	iPhone	SE	Obsolete iOS
F17S69GWH2XG	iPhone	SE	Obsolete iOS
F17S69HBH2XG	iPhone	SE	Obsolete iOS
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F17S69T2H2XG	iPhone	SE	Obsolete iOS
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F17S6A04H2XG	iPhone	SE	Obsolete iOS
F17S6A0SH2XG	iPhone	SE	Obsolete iOS / Duplicate Number
F17S6A20H2XG	iPhone	SE	Obsolete iOS
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F17S6A42H2XG	iPhone	SE	Obsolete iOS
F17S6A7FH2XG	iPhone	SE	Obsolete iOS
F17S6AB4H2XG	iPhone	SE	Obsolete iOS
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F18S58A7H2XG	iPhone	SE	Obsolete iOS
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F18S58RVH2XG	iPhone	SE	Obsolete iOS

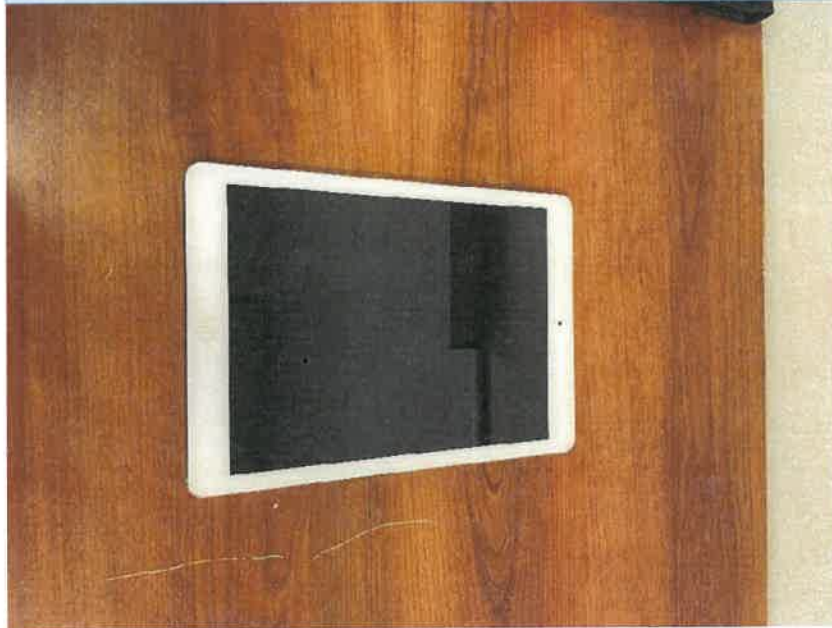
F18S58T6H2XG	iPhone	SE	Obsolete iOS
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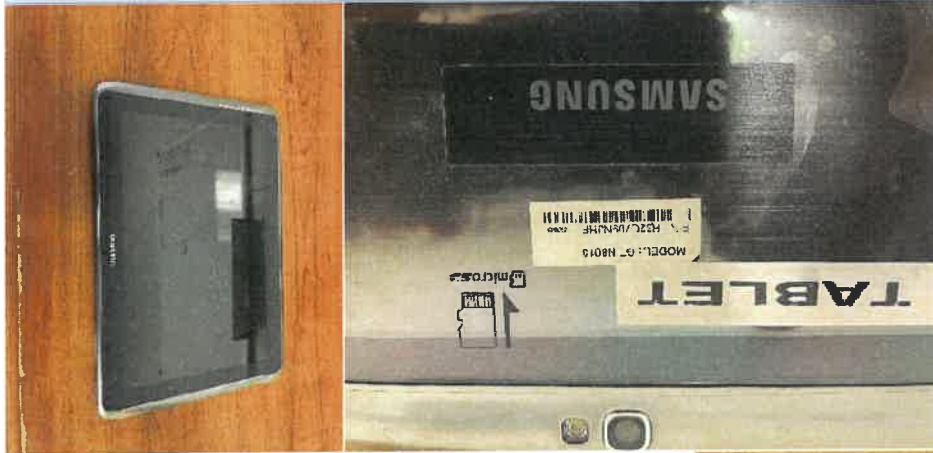
Serial Number	Make	Model	Release Year	Reasoning
DLXN6GPKFK15	iPad	Air	2013	Obsolete iOS and Discontinued
DLXN6JXSFK15	iPad	Air	2013	Obsolete iOS and Discontinued
DLXN6G6EFK15	iPad	Air	2013	Obsolete iOS and Discontinued



Serial Number	Make	Model	Release Year	Reasoning
DMPQ6CXRG5VW	iPad	Air 2	2014	Obsolete iOS and Discontinued
DMPQ6D91G5VW	iPad	Air 2	2014	Obsolete iOS and Discontinued
DMPQ6CV5G5VW	iPad	Air 2	2014	Obsolete iOS and Discontinued
DMPQ6APSG5VW	iPad	Air 2	2014	Obsolete iOS and Discontinued
DMPQ6AZ5G5VW	iPad	Air 2	2014	Obsolete iOS and Discontinued
DMPQ6BS7G5VW	iPad	Air 2	2014	Obsolete iOS and Discontinued
DMPQ6BZXG5VW	iPad	Air 2	2014	Obsolete iOS and Discontinued
DMPQ6AQLG5VW	iPad	Air 2	2014	Obsolete iOS and Discontinued
DMPQ6C6WG5VW	iPad	Air 2	2014	Obsolete iOS and Discontinued
DMPQ6AU9G5VW	iPad	Air 2	2014	Obsolete iOS and Discontinued
F6QTW0RUG5VW	iPad	Air 2	2014	Obsolete iOS and Discontinued
DMPQ6D8TG5VW	iPad	Air 2	2014	Obsolete iOS and Discontinued
DMPQ6BUJG5VW	iPad	Air 2	2014	Obsolete iOS and Discontinued
DMPQ6D0ZG5VW	iPad	Air 2	2014	Obsolete iOS and Discontinued
DMPQ6BN4G5VW	iPad	Air 2	2014	Obsolete iOS and Discontinued
DMPQ6D90G5VW	iPad	Air 2	2014	Obsolete iOS and Discontinued
F6QRK045G5VW	iPad	Air 2	2014	Obsolete iOS and Discontinued



Serial Number	Make	Model	Release Year	Reasoning
R32C709MTBT	Samsung	Galaxy Note 10.1	2012	Obsolete Hardware, OS, and Discontinued
R32C709MWSN	Samsung	Galaxy Note 10.1	2012	Obsolete Hardware, OS, and Discontinued
R32C709MXAN	Samsung	Galaxy Note 10.1	2012	Obsolete Hardware, OS, and Discontinued
R32C709NJHF	Samsung	Galaxy Note 10.1	2012	Obsolete Hardware, OS, and Discontinued
R32C709MX2B	Samsung	Galaxy Note 10.1	2012	Obsolete Hardware, OS, and Discontinued
RF2D50CQVND	Samsung	Galaxy Note 10.1	2012	Obsolete Hardware, OS, and Discontinued
RF2D50CR4BL	Samsung	Galaxy Note 10.1	2012	Obsolete Hardware, OS, and Discontinued



IMEI (Serial Equivalent)	Model
3590 7106 8561 404	AirCard 791L
3590 7106 8561 057	AirCard 791L
3590 7106 8563 996	AirCard 791L
3590 7106 8543 105	AirCard 791L
3590 7106 8561 834	AirCard 791L
3590 7106 4781 212	AirCard 791L
3590 7106 3793 267	AirCard 791L
3590 7106 3793 382	AirCard 791L
3590 7106 3787 210	AirCard 791L



**Beaufort County
Finance**

**Budget
Amendment
Request**

Department: HEALTH

Date of Request: 03/06/23

FY Budget: 2023

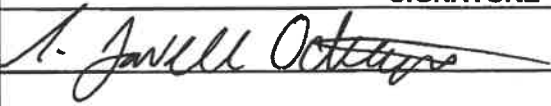
ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
100600-460100	WIC Hyde Subcontract	\$7,300	
105167-538000	WIC Computer Support	\$882	
105167-532500	WIC Postage	\$1,195	
105167-526000	WIC Office Supplies	\$1,000	
105167-523100	WIC Educational Supplies	\$300	
105167-540000	WIC Equipment	\$4,000	
105167-523900	WIC Medical Supplies	\$623	
100600-461000	Regional ARPA Funds	\$147,759	
105110-539800	Regional ARPA Workforce	\$147,759	

Department Justification: WIC Subcontract for services February 2023 – May 2023. WIC subcontracting previously approved December 2020; Regional Public Health ARPA Workforce Funding

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

County Position No. N/A

State Position No. N/A

APPROVAL	SIGNATURE	DATE
Department Head		2/23/23
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. _____	



Steve Troxler
Commissioner

North Carolina Department of Agriculture
and Consumer Services

N. David Smith
Chief Deputy Commissioner

February 1, 2023

Ms. Ann Williams
Beaufort Soil & Water Conservation District
Agricultural Center, 155C Airport Road
Washington, NC 27889-9684

CONTRACT NUMBER: 21-035-4005
AMENDMENT NUMBER: 02-2023

Dear Ms. Williams:

On behalf of Commissioner Steve Troxler and the North Carolina Department of Agriculture and Consumer Services – Division of Soil & Water Conservation, I offer to amend your existing agreement for district matching and cost share technical assistance funds for the Beaufort Soil and Water Conservation District operations. The amendment is necessary to add district matching and technical assistance funds for fiscal years 2022-23 and 2023-24. Your project end date is also extended through June 30, 2024.

The original contract packet must be completed and returned to the NCDA&CS, making sure that the contracts and certain forms have been signed, dated, and witnessed. Since this is a witness contract, it is acceptable to have everyone sign the contract electronically and return as shown below:

Electronic Signed Contract:

Helen Wiklund
Administrative Secretary
Helen.Wiklund@ncagr.gov

One fully executed; original amendment will be returned to you for your records. If you have any questions about your amendment or any of the forms contained in your offer packet, please contact Helen Wiklund at (919) 707-3773, or Helen.Wiklund@ncagr.gov.

I would like to take this opportunity to thank you for all you do to support conservation of our valuable natural resources.

Sincerely,

N. David Smith
Chief Deputy Commissioner

Enclosure

cc: Heather Bruce, Grants Manager



NORTH CAROLINA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
Steven W. Troxler, Commissioner

CONTRACT AMENDMENT "CHECK OFF LIST" for Grantee

This form must be returned with your completed contract amendment package.

INSTRUCTIONS: Check the YES boxes in the left column for the document titles that are being returned with the two signed, dated and witnessed (for government entities) or notarized (for non-government entities) copies of the contract amendment with signatures in blue ink. Be sure to include all the other documents specified in your contract amendment package. If ☒ NO has been checked off for you, that document is not required for this grant program or project.

GRANTEE ORGANIZATION NAME: Beaufort Soil and Water Conservation District

PROJECT TITLE/NAME: DSWC-District Matching and Technical Assistance Agreement

CONTRACT #: 21-035-4005 AMENDMENT #: 02-2023

Check one Box		DOCUMENT TITLE <i><u>ALL SIGNATURES MUST BE IN BLUE INK</u></i>	DEPARTMENT USE - DOCUMENTS ATTACHED			GRANTS & CONTRACTS USE - DOCUMENTS ATTACHED		
☐	Yes	☐	No	Contract Amendment "Check Off List" for Grantee	☐	Yes	☐	No
☐	Yes	☐	No	Contract Amendment Cover	☐	Yes	☐	No
☐	Yes	☐	No	Attachment A - Signature Card	☐	Yes	☐	No
☐	Yes	☐	No	Attachment B - Contract Scope of Work and Payment Provisions	☐	Yes	☐	No

STATE OF NORTH CAROLINA
COUNTY OF WAKE



North Carolina Department of Agriculture
and Consumer Services

Division of Soil and Water Conservation

DSWC-District Matching and Technical
Assistance Agreement - Governmental

Amendment Number: 02-2023
Contract Number: 21-035-4005

This document amends the Contract bearing the effective date of July 1, 2020, between the North Carolina Department of Agriculture and Consumer Services, hereinafter referred to as the "Agency" and the **Beaufort** Soil and Water Conservation District, hereinafter referred to as the "Grantee."

The Grantee's tax ID number is **56-6001521**. The Congressional District Number is **3rd**. The District's UEI number is **N/A – State Funds**.

As provided for under the terms of the original Contract, the Agency and the Grantee agree to amend the contract provisions as outlined below. The revision is necessary to extend the agreement by one (1) year and to add funding for the 2022-23 and 2023-24 fiscal years.

I. Section II. Effective Period:

- The termination date of **June 30, 2023** is changed to **June 30, 2024**. The time extension is being offered to synchronize the contract effective period with the triennial reallocation for Technical Assistance Funds for each district.

II. Section III: Grantee's Duties:

- The previous Attachment B Contract Scope of Work and Payment Provisions Scope of Work and Payment Provisions is hereby deleted and replaced with the attached updated Attachment B: Scope of Work and Payment Provisions. The revision is necessary to add funding and budget expenditures for the 2022-23 and 2023-24 fiscal years.

The Grantee's amended matching requirement is described below and further detailed in the Scope of work attached.:

Activity 1: District Matching funds:

- \$3,600.00 for each fiscal year 2021-2024.
- Life of Contract Total of \$14,400.00.

Departmental Use Only

ORIGINAL CONTRACT and

Amendment 1:

CENTER: 1611-3701

ACCOUNT: 536967

AMOUNT: \$7,200.00

CENTER: 2710

ACCOUNT 536502

AMOUNT \$51,360.00

CENTER: 2715

ACCOUNT 536502

AMOUNT \$450.00

AMENDMENT 02: MAX ALLOCATION

CENTER: 1611-3701

ACCOUNT: 536967

AMOUNT: \$7,200.00

CENTER: 2710

ACCOUNT 536502

AMOUNT \$51,850.00

CENTER: 2715

ACCOUNT 536502

AMOUNT \$750.00

Activity 2: Cost Share Technical Assistance:

- Prior Years of Contract: \$51,360.00
- Future Years of Contract: \$25,925.00 per year
- Life of Contract Max Match amount: \$103,210.00

TOTAL LIFE OF CONTRACT MAX MATCH AMOUNT: \$117,610.00

III. Section IV. DSWC Duties:

- The previous Section IV is hereby deleted and replaced with the following:
The DSWC hereby agrees to pay the Grantee in the manner and in the amounts specified in the Contract Documents. The DSWC will provide annual funding amounts under this amendment for District Matching Funds and Cost Share Technical Assistance Funds. Funds are provided by State Allocations that are provided yearly. The funds, and all payments are subject to the availability of these funds and allocation by the Soil and Water Conservation Commission for Cost Share Technical Assistance Funds.

The following amounts will be paid to the DSWC over each of the next two (2) FY:

- Activity 1: District Matching Funds: \$3,600.00
- Activity 2: Cost Share Technical Assistance: \$25,925.00

**At the end of the contract, the maximum award amount shall not exceed \$118,810.00.
This amendment will provide a max funding increase of \$59,800.00.**

Also, this amendment shall serve as notification to the Grantee that it shall submit to the Agency the documents outlined below:

1. Signature Card (Attachment A)
2. Updated Scope of Work and Payment Provisions with Line-Item Budgets for future FY 2022-23 and 2023-24.

All other terms and conditions as set forth in the original Contract document shall remain in effect for the duration of this Amendment.

This Amendment is continued on the next page.

Signature Warranty:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Contract.

IN WITNESS WHEREOF, the Grantee and the Agency execute this Contract as an electronic original, each party will be provided a fully executed copy via electronic mail. It is required that each party retain a fully executed copy of this contract.

Grantee: **Beaufort Soil and Water Conservation District**

Signature of Authorized Representative	Date
--	------

Printed Name	Title
--------------	-------

Witness:

Signature	Date
-----------	------

Printed Name	Title
--------------	-------



North Carolina Department of Agriculture and Consumer Services

Signature of Authorized Representative	Date
--	------

N. David Smith, Chief Deputy Commissioner



CONTRACT & FINANCIAL DOCUMENTS

INSTRUCTIONS: Please read and fill in the required information to the right of each field where applicable. Signatures must match the Contract signatures. In the event the affixed signature(s) are no longer valid, a revised form must be submitted prior to processing any contractual documents or submitting "Request for Payments" or any other financial documents. If more than two people will sign for the organization, this form may be duplicated.

SECTION I.

Date:	
Legal Applicant Organization/Agency Name:	
Federal Tax Identification Number:	

SECTION II.

Certification:

By affixing my signature below, I certify that person(s) identified are designated having legal authorization to sign on behalf of the organization named in Section I., above, for purposes of executing contractual documents and preparing, approving and executing all financial documents; including "Requests for Payments." I understand the legal implications of any and all misrepresentation, which include but are not limited to defrauding the State of North Carolina, and certify that the person signing below has full authority to execute this Agreement on behalf of the named organization.

NON-GOVERNMENTAL ORGANIZATIONS ONLY (Must match Contract signature)

Board Chair, Executive Director, etc.	Financial Representative, Treasurer, etc.
Print Name & Title:	Print Name & Title:
Signature:	Signature:

GOVERNMENTAL ENTITIES (Must match Contract signature)

Authorized Governmental Official	Chief Fiscal Officer
Print Name & Title:	Print Name & Title:
Signature:	Signature:

ATTACHMENT B

Scope of Work and Payment Provisions

The Beaufort Soil & Water Conservation District will complete the following activities and supply the following deliverables:

1. District Matching Funds – Funds for district operating support are allocated to each county equally, subject to that District's documentation that matching funds equal to or exceeding the allocated amount are available for match. To be eligible to receive matching funds the Grantee shall:
 - a. Submit by March 31 of each fiscal year an 'Application for Matching Funds for Soil & Water Conservation Districts' showing the amount of matching funds requested by the Grantee and documenting the source and amount of matching funds provided by the Grantee. The Grantee shall not count as match the funds that were allocated by the Commission for technical assistance cost share nor those local funds pledged to match technical assistance cost share. **Matching Funds not requested by March 31 shall be unencumbered from this Contract.**
 - b. Upload to the Agency's SharePoint site:
 - i. The approved minutes of all district board meetings held during the period of the Contract.
 - ii. Term of office documentation for each board supervisor for their current term
 1. Oath of Office
 2. Employment Certification Form for District Supervisors (Form 201)
 - iii. Supervisor Disclosure Form (NC-CSPs-SD) – Due annually for each board supervisor by February 28
2. Cost Share Technical Assistance – cost share funds for technical assistance positions are allocated to districts by the Commission and through the Agency in accordance with its rules and procedure, 02 NCAC 59D .0108. To be eligible to receive technical assistance cost share, the Grantee shall:
 - a. Submit by June 1 of each fiscal year, the District Strategy Plan for cost share programs for the upcoming fiscal year, including a request for technical assistance funds. The request for technical assistance funds should include the name of each employee who does technical work to support Commission Cost Share Programs and an upload of those employees' Job Approval Authority.
 - b. Implement cost share program activities in the District, pursuant to Commission rules and policies.
 - c. Submit a Quarterly Cost Share Technical Assistance Request for Payment on the Division's Formsite Page at least annually and no more frequently than quarterly documenting actual expenditures and match expenditures by the Grantee in support of technical assistance for Commission cost share programs.
 - d. Work with the technical supervisor to upload an updated Individual Development Plan in AgLearn for each employee performing work on Commission cost share program contracts.

- e. Have in place a secondary employment policy consistent with the Commission's Guidelines on Secondary Employment and shall upload to the Agency's SharePoint site an annual Secondary Employment Form for each employee performing work on Commission cost share program contracts. The initial Secondary Employment Form shall be submitted annually on or before October 15 of each year. The Grantee shall submit an updated form along with its quarterly Request for Payment of Technical Assistance if the secondary employment changes or other potential conflicts of interest of a subject employee arise after the initial submission.

3. Conservation Easement Stewardship. The Division shall issue the District an Easement Monitoring Work Authorization for the sites to be monitored. District shall monitor the property easement(s) in the Work Authorization to ensure compliance with the Terms and Conditions of the Conservation Easement for each property. The deadline to complete all monitoring is June 2, 2022. The District will conduct pre-field, field and post-field activities that include:

- a. Landowner communication and correspondence;
- b. Review of the original CREP/Swine Buyout application;
- c. Review other annual monitoring reports and reference documents on the internet - based enterprise application management system (IBEAM);
- d. Load PDF Map into smart phone;
- e. Travel;
- f. Use tracking feature to record the entire location visited.
- g. Walk the property perimeter and other roads as deemed necessary to:
 - 1. Determine the presence of violations;
 - 2. Visit areas of special concern (i.e. locations of former swine production facilities, hunt stands, ATV trails, etc.); and
 - 3. Place/replace signs marking the conservation easement boundary.
 - a. Ensure that each marking sign is placed parallel to the conservation boundary line, facing away from the conservation area.
 - b. Two signs will be placed on each conservation boundary corner if the change in direction at the corner is more than 30 degrees.
 - c. Install a sign at each corner on both sides of any crossing.
 - d. Ensure that each sign is visible from the last sign at contract completion. Signs shall be placed no more than 200 feet apart (adjacent open fields) or no more than 100 feet apart (in forest area) if not within the line of sight of neighboring signs.
 - e. If neighboring property is a subdivision, one marker with sign shall be placed at each corner of the adjoining property.
 - f. The aluminum nails (provided) used to attach the signs (provided) to the trees are to be nailed one-half way into tree;
- h. Within five (5) business days of completing the monitoring activity complete and submit the on-line IBEAM Stewardship monitoring forms, including all known information for the property contact in the Properties tab; and,
- i. Should the District find that the Property is not in compliance with the terms of the Conservation Easement, it shall provide written notification to the DEPARTMENT using the template provided by the DEPARTMENT.
- j. For each site monitored, record and submit in text box 31 of the IBEAM form the number of hours spent by the District in the monitoring activity

- k. Submit invoices for payment for monitoring activities to the Department Program Manager at no more than a quarterly frequency. The invoice shall identify and request payment for the percentage of assigned properties monitored. A progress report must accompany the invoice.

The entire (100%) of the easement boundary shall be walked during each monitoring visit unless the entirety of the easement boundary can be observed without obstruction.

The District shall register to use the IBEAM system and provide updated property ownership changes and submit monitoring forms (including photos and screen capture of tracking). If no photos were taken, then a statement in the comments section shall state such.

To the extent the District is aware, where timber operations occurred on parcels/properties adjacent to the conservation easements, site monitoring is to occur after the completion of the timbering operation.

In the event a monitoring site visit highlights the need for additional stewardship work (management, enforcement, etc.), the District will contact the DEPARTMENT Program Manager to determine if additional tasks are warranted beyond those specifically outlined in this activity description. The associated costs, if any, may be accommodated either through the contract as direct costs or through a contract amendment.

The monitoring fee for assigned sites is shown on the Work Authorization. Said fee shall be due and payable upon receipt of a proper invoice identifying the percentage of assigned properties monitored and including a progress report.

CONTRACT BUDGET

The following budget reflects the maximum authorized payment for each activity described in the scope of work.

Activity 1: District Matching Funds

Fiscal Year	Maximum Amount Awarded	District Match Requirement
2020-21	\$3,600.00	\$3,600.00
2021-22	\$3,600.00	\$3,600.00
2022-23	\$3,600.00	\$3,600.00
2023-24	\$3,600.00	\$3,600.00

Activity 2: Cost Share Technical Assistance

Budget Category	Salary/ Benefits	Mileage	Equipment	Travel	Other	Total (Max Award)
2020-21 Award	Not categorized for this FY					\$24,727.00
2020-21 Match	Not categorized for this FY					\$24,727.00
2021-22 Award	Not categorized for this FY					\$26,633.00
2021-22 Match	Not categorized for this FY					\$26,633.00
2022-23 Award	\$25,925.00					\$25,925.00*
2022-23 Match	\$25,925.00					\$25,925.00*
2023-24 Award	\$25,925.00					\$25,925.00*
2023-24 Match	\$25,925.00					\$25,925.00*

* Actual expenditures can deviate from the annual budget by up to 10% without requiring a budget adjustment. Deviations exceeding 10% must be approved in advance by the Accounting Technician or Manager for the Agriculture Cost Share Program.

Activity 3: Conservation Easement Stewardship Monitoring

Deliverable		Maximum Amount Awarded		District Match Requirement
		CREP sites	Swine Buyout Sites	
Stewardship Monitoring Report	2021 and 2022 Award		\$450.00	\$0.00
	2023 and 2024 Award		\$750.00	\$0.00

Budget Amendment Request

Date of Request: 3/6/23

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
10-0213-449600	Soil & Water Grant	2,055	
10-0991-499100	Appropriated Fund Balance		2,055

State Position No. _____

14/15

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF BEAUFORT COUNTY, NORTH CAROLINA,
AUTHORIZING AN AMENDMENT TO THE BEAUFORT COUNTY JOINT CAMA LAND USE PLAN**

WHEREAS, the Town of Chocowinity desires to amend its portion of the Beaufort County Joint CAMA Land Use Plan and Beaufort County desires to approve this amendment.

WHEREAS, the Town of Chocowinity desires this amendment to come into compliance with NCGS 160(D) and Beaufort County desires to approve this amendment.

WHEREAS, the Town of Chocowinity desires to amend the CAMA Land Use Plan to include existing and future land use maps for the town's jurisdiction, as well as to update demographic and economic data, and update town specific goals, objectives and policies and Beaufort County desires to approve this amendment.

WHEREAS, on November 14, 2022 the Chocowinity Planning Board recommended adoption of the draft amendment to the CAMA Land Use Plan; and

WHEREAS, the Town of Chocowinity conducted a duly advertised public hearing on the draft amendment to the CAMA Land Use Plan at the Regular Meeting of the Board of Commissioners on January 03, 2023 and approved to adopt the draft amendment; and

WHEREAS, at the Regular Meeting on February 06, 2023 the Board of Commissioners of Beaufort County, North Carolina found the draft amendment to be consistent with Beaufort County's desired vision for the future and approved to adopt the draft amendment; and

WHEREAS, the locally adopted amendment will be submitted as required by State law to the District Planner for the Division of Coastal Management under the North Carolina Department of Environmental Quality and forwarded to the Division Director; and

WHEREAS, a review of the locally adopted amendment by the Coastal Resources Commission will be scheduled; and the CRC will then decide on certification of the amendment;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Beaufort County, North Carolina, that the following sections in the CAMA Land Use Plan be amended as follows:

- Part II – Analysis of Existing and Emerging Conditions; Section H – Participating Towns - Current Situation; Section 3 – Chocowinity
 - Updated demographic and economic data for Chocowinity
 - Updated existing land use analysis for Chocowinity
 - Added existing land use maps for Chocowinity jurisdiction only (3 maps including insets)
- Part III – The Future Land Use Plan – Goals, Future Land Use Plan Map and Growth and Development Policies; Section B – Future Land Use and Development Policies; Section 6 – Local Concerns (Towns); Chocowinity
 - Updated goals, objectives and policies for Chocowinity
- Part III – The Future Land Use Plan – Goals, Future Land Use Plan Map and Growth and Development Policies; Section C – Future Land Use Plan Map; Chocowinity Town and Community Center Future Land Use
 - Added future land use category definitions for Chocowinity
 - Added future land use map for Chocowinity jurisdiction only

BE IT FURTHER RESOLVED that the Board of Commissioners of Beaufort County, North Carolina, has adopted the draft amendment; and

BE IT FURTHER RESOLVED that the County Manager of Beaufort County is hereby authorized to submit the adopted CAMA Land Use Plan amendment to the State for certification as described above.

Adopted this 6th day of February 2023.

Attest:

Frankie Waters, Chairman

Brian Alligood, County manager



SOFTWARE AS A SERVICES AGREEMENT

This **Software As a Service Agreement** (the "Agreement") is made as of January 9, 2023 ("Effective Date") between Beaufort County Water District with principal offices at 132 W 2nd St, Washington, NC 27889 ("Customer") and Norfield Development Partners, LLC, a Delaware corporation, with its principal office at 181 Main Street Norwalk, CT ("Norfield").

And

The Customer wishes to obtain access to the SaaS Services AND Services from the Company, which the Company agrees to provide as per the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties intending to be legally bound hereby agree as follows:

BY ACCEPTING THIS AGREEMENT, EITHER BY INDICATING THE CUSTOMER ACCEPTANCE, BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, OR BY UTILIZING THE SERVICES (DEFINED BELOW), THE CUSTOMER AGREES TO THIS AGREEMENT. THIS AGREEMENT IS A LEGALLY BINDING CONTRACT BETWEEN THE CUSTOMER AND NORFIELD AND SETS FORTH THE TERMS THAT GOVERN THE LICENSE PROVIDED TO THE CUSTOMER HEREUNDER. IF THE UNDERSIGNED IS ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, THE UNDERSIGNED REPRESENTS THAT THE CUSTOMER HAS THE AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT. ANY CHANGES, ADDITIONS OR DELETIONS BY THE CUSTOMER TO THIS AGREEMENT WILL NOT BE ACCEPTED AND WILL NOT BE A PART OF THIS AGREEMENT. IF THE CUSTOMER DOES NOT AGREE TO THIS AGREEMENT, THE CUSTOMER MUST NOT DOWNLOAD, INSTALL, OR USE THE SOFTWARE, AND THE CUSTOMER MAY NOT USE THE SERVICES.

SECTION 1. DEFINITIONS.

1.1 "Affiliates" means an entity controlled by, under common control with, or controlling such party, where control is denoted by having fifty percent (50%) or more of the voting power (or equivalent) of the applicable entity. Subject to the terms and conditions of this Agreement, Affiliates may use the license granted hereunder.

1.2 "Agreement" means the Software As A Services Agreement, any applicable Product Addendum, and the Order Form.

1.3 "Devices" means (whether physical or virtual) a server, system, workstation, computer, mobile device, or end point upon which or through the Services are used and/or on which the Software is installed.

1.4 "Documentation" means the official user documentation prepared and provided by NORFIELD to the Customer on the use of the Services or Software (as updated from time to time). For the avoidance of doubt, any online community site; unofficial documentation, videos, white papers, or related media; or feedback do not constitute Documentation.

1.5 "Order Form" means the NORFIELD order page, product information dashboard, or other NORFIELD ordering document that specifies the Customer purchase of the Services, pricing, and other related information.



3.2 The Customer Obligations. The Customer acknowledges, agrees, and warrants that: (i) The Customer will be responsible for the Users' activity and compliance with this Agreement, and if the Customer become aware of any violation, the Customer will immediately terminate the offending User's access to the Services, Software, and Documentation and notify NORFIELD; (ii) the Customer will comply with all applicable local, state, federal, and international laws; (iii) the Customer will establish a constant internet connection and electrical supply for the use of the Services, ensure the Software is installed on a supported platform as set forth in the Documentation, and the Services and Software are used only with public domain or properly licensed third party materials; (iv) the Customer will install only the Software which is licensed hereunder; (v) the Customer have obtained sufficient consent and rights to access, use and store the Customer Data and any other system or network and will be solely responsible for the accuracy, security, quality, integrity, and legality of the same; and (vi) the Customer will keep the Customer registration information, billing information, and technical data accurate, complete, and current for as long as the Customer subscribe to the Services, Software and Documentation.

SECTION 4. PROPRIETARY RIGHTS.

4.1 Ownership of NORFIELD Intellectual Property. The Services, Software, and Documentation are licensed, not sold. Use of "purchase" in conjunction with licenses of the Services, Software and Documentation shall not imply a transfer of ownership. Except for the limited rights expressly granted by NORFIELD to the Customer, the Customer acknowledges and agrees that all right, title and interest in and to all copyright, trademark, patent, trade secret, intellectual property (including without limitation algorithms, business processes, improvements, enhancements, modifications, derivative works, information collected and analyzed in connection with the Services) and other proprietary rights, arising out of or relating to the Services, the Software, the provision of the Services or Software, and the Documentation, belong exclusively to NORFIELD or its suppliers or licensors. All rights, title, and interest in and to content, which may be accessed through the Services or the Software is the property of the respective owner and may be protected by applicable intellectual property laws and treaties. This Agreement gives the Customer no rights to such content, including use of the same. NORFIELD and its Affiliates are hereby granted a royalty-free, fully-paid, worldwide, exclusive, transferable, sub-licensable, irrevocable and perpetual license to use or incorporate into its products and services any information, data, suggestions, enhancement requests, recommendations or other feedback provided by the Customer or the Users relating to the Services or Software. All rights not expressly granted under this Agreement are reserved by NORFIELD.

4.2 Ownership of The Customer Data. The Customer and the Users retain all right, title, and interest in and to all copyright, trademark, patent, trade secret, intellectual property and other proprietary rights in and to the Customer Data. NORFIELD's right to access and use the same are limited to those expressly granted in this Agreement. No other rights with respect to the Customer Data are implied.

SECTION 5. TERM; TERMINATION.

5.1 Term. Unless terminated earlier in accordance with this Section, this Agreement will begin on the Effective Date and end thirty-six (36) months after the Effective Date (the "Initial Term"). Thereafter, the Term will automatically renew for additional successive twelve (12) month terms (each "Renewal Term" and collectively the "Initial Term", the "Term"). Either Party may forego automatic renewal of this agreement by giving the other Party at least ninety (90) days written notice of termination prior to the expiration of the then-current Term.



7.2 Tax: Customer shall be responsible for any applicable sales or use taxes or any value added or similar taxes payable with respect to the licensing of the Software, or arising out of or in connection with this Agreement, other than taxes levied or imposed based upon NORFIELD's income. In the event that NORFIELD pays any such taxes on behalf of Customer, NORFIELD shall invoice Customer for such taxes and Customer agrees to pay such taxes in accordance with this Agreement.

7.3 Interest: Failure by Customer to pay any amounts invoiced under this Agreement in full in accordance with this Agreement shall make Customer liable to pay NORFIELD interest at the rate of 1.5% per month on the remaining amount due, or at the highest amount permitted by applicable law such interest to accrue on a daily basis after as well as before any judgment relating to collection of the amount due.

SECTION 8. TAXES.

All fees are exclusive of taxes, and the Customer shall pay or reimburse NORFIELD for all taxes arising out of transactions contemplated by this Agreement. If the Customer is required to withhold any tax for payments due, the Customer shall gross the Customer payments to NORFIELD so that NORFIELD receives sums due in full, free of any deductions. The Customer will provide documentation to NORFIELD showing that taxes have been paid to the relevant taxing authority. "Taxes" means any sales, VAT, use, and other taxes (other than taxes on NORFIELD's income), export and import fees, customs duties and similar charges imposed by any government or other authority. The Customer hereby confirms that NORFIELD can rely on the name and address that the Customer provide to NORFIELD when the Customer agree to the fees or in connection with the Customer payment method as being the place of supply for sales tax and income tax purposes or as being the place of supply for VAT purposes where the Customer has established the Customer business.

SECTION 9. DATA; DATA PROTECTION.

9.1 Data. NORFIELD agrees that the Customer Data, if categorized in accordance with Section 9, shall be treated as confidential by NORFIELD. The Customer agree that the Customer and Users are responsible for maintaining and protecting backups of the Customer Data directly or indirectly processed using the Services and that NORFIELD is not responsible for exportation of, the failure to store, the loss, or the corruption of the Customer Data. The Customer agrees that NORFIELD and its Affiliates will collect, access, process, and use technical and related information about the Customer and the Users' use of the Services and Software, including the Customer internet protocol address, the hardware and software that the Customer utilizes, and various usage statistics, to assist with the necessary operation and function of the Services and Software and to facilitate in the provision of updates, support, invoicing, marketing, and research and development. NORFIELD may remove the Customer Data or any other data, information, or content of data or files used, stored, processed or otherwise by The Customer or the Users that NORFIELD, in its sole discretion, believes to be or is: (a) a Virus; (b) illegal, libelous, abusive, threatening, harmful, vulgar, pornographic, or obscene; (c) used for the purpose of spamming, chain letters, or dissemination of objectionable material; (d) used to cause offense, defame or harass; or (e) infringing the intellectual property rights or any other rights of any third party.

9.2 Data Protection. Each party shall comply with its respective obligations under applicable data protection laws. The Customer and Users warrant that through Customer's use of the Services during the Term: (i) in respect of the personal data the Customer or the Users collect, use, process, access, or disclose, the Customer alone shall determine the purpose for and manner in which personal data is, or will be, processed, if any; and (ii) the Customer warrants that it has obtained all necessary



HARDWARE, SOFTWARE, SYSTEMS OR DATA NOT PROVIDED BY NORFIELD OR THE OPERATION OF THE SERVICES WILL BE SECURE OR THAT VENDOR AND ITS THIRD PARTY VENDORS WILL BE ABLE TO PREVENT THIRD PARTIES FROM ACCESSING CUSTOMER DATA OR CUSTOMER'S CONFIDENTIAL INFORMATION, OR ANY ERRORS WILL BE CORRECTED OR ANY STORED CUSTOMER DATA WILL BE ACCURATE OR RELIABLE. THE WARRANTIES STATED IN SECTION 10 ABOVE ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY

VENDOR. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS STATED IN SECTION 10 ABOVE, THE SERVICE IS PROVIDED TO CUSTOMER ON AN "AS IS" AND "AS AVAILABLE" BASIS AND IS FOR COMMERCIAL USE ONLY. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICE OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR THE CUSTOMER'S PURPOSE.

SECTION 11. CONFIDENTIAL INFORMATION.

As used in this Agreement, "Confidential Information" means any nonpublic information or materials disclosed by either party to the other party, either directly or indirectly, in writing, orally, or by inspection of tangible objects that the disclosing party clearly identifies as confidential or proprietary. NORFIELD Confidential Information includes the Services, Software, and any information or materials relating to the Services, Software (including pricing), or otherwise. Confidential Information may also include confidential or proprietary information disclosed to a disclosing party by a third party. The receiving party will: (i) hold the disclosing party's Confidential Information in confidence and use reasonable care to protect the same; (ii) restrict disclosure of such Confidential Information to those of its employees or agents with a need to know such information and who are under a duty of confidentiality respecting the protection of confidential information, which is substantially similar to those of this Agreement and which would extend to the disclosing party's Confidential Information; (iii) use such Confidential Information only for the purposes for which it was disclosed, unless otherwise set forth herein. The restrictions will not apply to Confidential Information to the extent it (i) is, or through no fault of the recipient has become, generally available to the public; (ii) was lawfully received by the receiving party from a third party without such restrictions; (iv) was known to the receiving party without such restrictions prior to receipt from the disclosing party; (v) was independently developed by the receiving party without breach of this Agreement or access to or use of the Confidential Information. The recipient may disclose Confidential Information to the extent the disclosure is required by law, regulation, or judicial order, provided that the receiving party will provide to the disclosing party prompt notice, where permitted, of such order and will take reasonable steps to contest or limit the steps of any required disclosure. The parties agree that any material breach of Section 3 or this Section will cause irreparable injury and that injunctive relief in a court of competent jurisdiction will be appropriate to prevent an initial or continuing breach of these Sections in addition to any other relief to the applicable party may be entitled.

SECTION 12. DISCLAIMER.

THE SERVICES, SOFTWARE, DOCUMENTATION, AND ALL OTHER PRODUCTS AND SERVICES PROVIDED HEREUNDER, INCLUDING THIRD PARTY HOSTED SERVICES, ARE PROVIDED ON "AS IS" AND "AS IS AVAILABLE" BASIS. NORFIELD DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, RELIABILITY, SECURITY, CONTINUITY, OR ABSENCE OF DEFECT RELATING TO THE SERVICES, SOFTWARE, DOCUMENTATION, ANY OTHER PRODUCT OR SERVICES, OR RESULTS OF THE SAME PROVIDED TO THE CUSTOMER UNDER



THEIR RESPECTIVE DIRECTORS, EMPLOYEES, AND AGENTS, AND THE SOLE REMEDY AVAILABLE TO THE CUSTOMER ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE SERVICES, SOFTWARE, OR ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER SHALL BE LIMITED TO TERMINATION OF THIS AGREEMENT AND DAMAGES NOT TO EXCEED THE TOTAL AMOUNT PAYABLE OR PAID TO NORFIELD UNDER THIS AGREEMENT DURING THE TWELVE MONTHS PRIOR TO TERMINATION.

SECTION 15. THIRD PARTY PROGRAMS.

The Customer may receive access to third party programs through the Services or Software, or third-party programs may be bundled with the Services or Software. These third-party software programs are governed by their own license terms, which may include open source or free software licenses, and those terms will prevail over this Agreement as to the Customer's use of the third-party programs. Nothing in this Agreement limits the Customer or the Users' rights under or grants the Customer or the User rights that supersede, the terms of any such third-party program.

SECTION 16. GENERAL.

16.1 Notices. All notices must be in writing and shall be mailed by registered or certified mail to Norfield Development Partners, LLC, 181 Main Street Floor 2 Suite #2, Norwalk, CT 06851.

16.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to the Services, Software, and Documentation provided hereunder and supersedes all prior or contemporaneous communications, agreements and understandings, written or oral, with respect to the subject matter hereof. If other NORFIELD terms or conditions conflict with this Agreement, this Agreement shall prevail and control with respect to the Services, Software, and Documentation provided hereunder. In addition, any and all additional or conflicting terms provided by The Customer, whether in a purchase order, an alternative license, or otherwise, shall be void and shall have no effect.

16.3 Export Control Laws. The Services, Software, and Documentation delivered to the Customer under this Agreement are subject to export control laws and regulations and may also be subject to import and export laws of the jurisdiction in which it was accessed, used, or obtained, if outside those jurisdictions. The Customer shall abide by all applicable export control laws, rules, and regulations applicable to the Services, Software, and Documentation. The Customer agree that the Customer are not located in or are not under the control of or a resident of any country, person, or entity prohibited to receive the Services, Software, or Documentation due to export restrictions and that the Customer will not export, re-export, transfer, or permit the use of the Services, Software, or Documentation, in whole or in part, to or in any of such countries or to any of such persons or entities.

16.4 Modifications. Unless as otherwise set forth herein, this Agreement shall not be amended or modified by the Customer except in a writing signed by authorized representatives of each party.

16.5 Severability. If any provision of this Agreement is held to be unenforceable, illegal, or void, that shall not affect the enforceability of the remaining provisions. The parties further agree that the unenforceable provision shall be deemed replaced by a provision that is binding and enforceable and that differs as little as possible from the unenforceable provision, with considerations of the object and purpose of this Agreement.

16.6 Waiver. The delay or failure of either party to exercise any right provided in this Agreement shall not be deemed a waiver.



Schedule A

Price



QUOTE

Norfield

PO BOX 630
Clarence, NY 14031

DATE December 14, 2022

CUSTOMER ID Beaufort County Water District

EXPIRATION DATE January 15, 2023

QUOTE # 1

Customer Info

Beaufort County Water District

Eric Jennings

132 W 2nd Street

Washington, NC 27889

SALESPERSON	PRODUCT	PAYMENT TERMS OPTIONS	DUE DATE
Jennifer Rodriguez	Norfield Locator LOGIX	Opt 1- Quarterly Fee Opt 2- Annual Fee	1/15/23
Select One	DESCRIPTION	UNIT PRICE	LINE TOTAL
	Locator LOGIX Quarterly Fee (\$380) The Locator LOGIX product is provided on Norfield cloud servers for use by customer with 4,001 to 7,000 tickets annually	\$ 380.00	\$ 380.00
✓	Annual Fee (\$1,323) The Locator LOGIX product is provided on Norfield cloud servers for use by customer with 4,001 to 7,000 tickets annually	\$ 1,323.00	\$ 1,323.00
Set-up and Config	Setup and Configuration: The Setup and configuration costs provide for the standard setup and configuration of the Locator LOGIX product. -One Call Center Configuration -Company Set-up and Configuration -Member Code Set-up -Ticket email destination configuration This does not include additional product customizations, APIs, or custom reports.		\$ 100.00

Terms and Conditions:

1. Prices quoted are in USD and exclude applicable tax
2. Any changes to agreed upon scope may require a new quote or additional fees
3. This is a quotation on the services named are subject to the conditions and requirements above.
4. Annual ticket transactions totals will be assessed annually to determine if pricing tier is still accurate
5. If preferred billing option is not selected, this quote will default to an annual fee charge.
6. Unless explicitly agreed prior to commencement of work, payment will be due upon completion of the work or services provided.



1436 HIGHLAND DRIVE
WASHINGTON NC 27889

Beaufort County Public Health Department

TELEPHONE: 252.946.1902
FAX: 252.946.8430

EMAIL: BCHealth@bchd.net
www.bchd.net

To: Anita C. Radcliffe, Chief Financial Officer
From: Sara Graham, Business Officer
Date: 2/17/23
Subject: Reporting of Inter-Departmental Reallocations

Request to transfer between the following departments. These reallocations are necessary to ensure budgetary compliance.

Immunizations	\$(42,289)
HIV/STD	\$(9,600)
TB	\$5,797
Preparedness	\$(10,000)
BCCCP	\$4,173
Health Promotions	\$6,531
Behavioral Health	\$565
Maternal Health	\$(26,947)
Family Planning	\$(13,575)
Healthy Living	\$68,730
WIC	\$(2,000)
PCM	\$77
CC4C	\$1,617
Environmental Health	\$18,921
HIV Education	<u>\$(2,000)</u>
Total	\$0



Transforming Lives. Building Community Well-Being.

Central Regional Advisory Board Members

NAME	POSITION ON BOARD
Jerry Langley	Commissioner – Beaufort County (Chair)
A. Ruthie Sheets	Attorney; Health Care Litigation - Craven County
Rob Ross	Commissioner – Dare County
Walter L. "Wally" Overman	Commissioner – Dare County
Earl Pugh Jr.	Commissioner – Hyde County
Luana Gibbs	Health Department Director – Hyde County
Dan Cone	Commissioner – Nash County
Amy Pridgen-Hamlett	DSS Director – Nash County
Patricia "Pat" Prescott	Commissioner – Pamlico County
James "Jim" Baluss	Retired; Vidant – Pamlico County
Deborah Herring	Retired Nursing Director – Pitt County (Vice-Chair)
Nina Griswell	Commissioner – Tyrrell County
David L. Clegg <i>APPOINTED TO GOVERNING BOARD</i>	Tyrrell County Manager/County Attorney - Tyrrell County
Tracey A. Johnson	Commissioner – Washington County
Miranda Keel	Health Education Supervisor – Washington County
Sheila Smith <i>APPOINTED TO GOVERNING BOARD</i>	Consumer & Family Advisory Committee – CFAC (Chair)

Revised January 2023

Member & Recipient Service Line - 877-685-2415

Business & Administrative Matters - 866.998.2597

[TrilliumHealthResources.org](https://www.TrilliumHealthResources.org)



UNITED STATES DEPARTMENT OF AGRICULTURE LEASE AMENDMENT	LEASE AMENDMENT No. 5 TO LEASE NO. Beaufort Hyde County USDA Service Center
ADDRESS OF PREMISES USDA Service Center 155-B Airport Road Washington, NC 27889	PDN Number: N/A

THIS AMENDMENT is made and entered into between **County of Beaufort**

whose address is: **121 West Third Street, Washington, NC 27889**

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS the parties hereto desire to amend the above Lease to extend lease term.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

1. Effective upon execution by the Government, the lease period of the above described premises will be extended from **August 1, 2023** through **July 31, 2026**.
2. **Effective August 1, 2023**, the Government will pay the Lessor annual rent of **\$60,557.16** payable at the rate of **\$5,046.43** per month (representing **\$13.22*** per square foot for **4,581** rentable square feet of office space) in arrears. (*Rates may be rounded.)
3. The lease is amended to include FAR Part 52.204-25 (attached to this lease document) which will be initialed by the Lessor and Government.
4. Pursuant to the Lease Agreement, the Government reserves the right to terminate the lease or reduce the amount of space at any time by giving at least 120 days written notice to the Lessor.
5. The Lessor must have an active/updated registration in the System for Award Management (SAM) System (<https://www.sam.gov>) upon receipt of this lease Amendment. The Government will not process rent payments to Lessors without an active/updated SAM Registration.

This Lease Amendment contains 4 pages.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

FOR THE GOVERNMENT:

Signature: _____
Name: _____
Title: _____
Entity Name: _____
Date: _____

Signature: _____
Name: _____
Title: Lease Contracting Officer, USDA
Date: _____

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: _____
Title: _____
Date: _____

Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (*e.g.*, microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

LESSOR: _____ GOVERNMENT: _____

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) Exceptions. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

LESSOR: _____ GOVERNMENT: _____

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

LESSOR: _____ GOVERNMENT: _____



North Carolina Vehicle Tax System

February 1-23, 2023

NCVTS Pending Refund Report

Payee Name	Secondary Owner	Plate Number	Refund Description	Refund Reason	Create Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
KOHLIN, RONALD ALFRED	KOHLIN, ANITA LOUISE	KCZ1786	Refund Generated due to proration on Bill #0069773704-2022-2022-0000-00	Tag Surrender	02/10/2023	G01	Tax	(\$216.95)	\$0.00	(\$216.95)
						F60	Tax	(\$14.92)	\$0.00	(\$14.92)
						E12	Tax	(\$17.35)	\$0.00	(\$17.35)
Refund										
REESE, RONNIE EUGENE	REESE, BETTY ALEXANDER	JEA9776	Refund Generated due to proration on Bill #0063420833-2022-2022-0000-00	Vehicle Sold	02/02/2023	G01	Tax	(\$139.62)	\$0.00	(\$139.62)
						F60	Tax	(\$9.61)	\$0.00	(\$9.61)
						E12	Tax	(\$11.17)	\$0.00	(\$11.17)
Refund										
Refund Total									\$160.40	\$409.62



CHERRY,
WILLIAM
WAYNE

CHERRY,
WILLIAM
WAYNE

North Carolina Vehicle Tax System

REMAINDER OF JANUARY 2023

NCVTS PENDING REFUND REPORT

Plate Number	Refund Description	Refund Reason	Create Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
KDV9416	Refund Generated due to proration on Bill #0070106413-2022-2022-0000-00	Vehicle Sold	01/30/2023	G01	Tax	(\$263.06)	\$0.00	(\$263.06)
				F63	Tax	(\$17.26)	\$0.00	(\$17.26)
				E02	Tax	(\$21.05)	\$0.00	(\$21.05)
							Refund	\$301.37
							Refund Total	\$301.37



North Carolina Vehicle Tax System

Remainder of November 2022

NCVTS PENDING REFUND REPORT

Plate Number	Refund Description	Refund Reason	Create Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
EV9345	Refund Generated due to proration on Bill #0030342561-2021-0000-00	Vehicle Sold	11/22/2022	G01	Tax	(\$50.86)	(\$3.69)	(\$54.55)
				C05	Tax	(\$48.01)	(\$3.48)	(\$51.49)
							Refund	\$106.04
AJH8159	Refund Generated due to adjustment on Bill #0069280100-2022-2022-0000	Situs error	11/21/2022	G01	Tax	\$0.00	\$0.00	\$0.00
				C01	Tax	(\$130.62)	\$0.00	(\$130.62)
				C01	Vehicle Fee	(\$5.00)	\$0.00	(\$5.00)
				F63	Tax	\$9.23	\$0.00	\$9.23
				E05	Tax	\$7.88	\$0.00	\$7.88
							Refund	\$118.51
PKP1955	Refund Generated due to proration on Bill #0057684159-2022-2022-0000-00	Reg . Out of state	11/22/2022	G01	Tax	(\$136.94)	\$0.00	(\$136.94)
				F63	Tax	(\$8.98)	\$0.00	(\$8.98)
				E02	Tax	(\$10.96)	\$0.00	(\$10.96)
							Refund	\$156.88
							Refund Total	\$381.43

Report Parameters:

Refund Status: ONHOLD

Default Sort-By: Refund date, Refund Recipient Name, Refund Recipient Address

Trans #	Refund Recipient Name	Refund Address	Refund Description	Opid	Refund Change Date	Refund Amount (\$)
914993	GENERAYCULLIPHER	528 BETSY ELBOW ROADWASHINGTON27889	Overpayment on Payment of OTHER on Bill # 0000008374-2022-2022-0000-00 of \$100.00	WKNINON	1/27/2023 3:21:41 PM	100.00
915437	WILLIAMCTARPENNING	649 CREDLE DRIVEBATH27808	Overpayment on Payment of OTHER on Bill # 0000040727-2022-2022-0000-00 of \$889.64	C9BEATB	2/1/2023 10:16:34 AM	889.64
915782	CHARLESCDANIELS	115 ORE COURTWASHINGTON27889	Overpayment on Payment of SYSTEM on Bill # 00000032789-2022-2022-0000-00 of \$188.06	WKNINON	2/3/2023 4:10:29 PM	188.06
916031	WILLIAMKEITHMANNING	9759 HWY 99 NPANTEGO27860	Overpayment on Payment of CHECK on Bill # 0000041431-2022-2022-0000-00 of \$532.93	WKNINON	2/6/2023 4:20:16 PM	532.93
916493	JOHNMARVINBOYD	PO BOX 691WASHINGTON27889	Overpayment on Payment of CHECK on Bill # 0000013267-2017-2017-0000-00 of \$252.37	DPCDSO	2/10/2023 8:48:04 AM	252.37
916824	BOBBYNELSONSILVERTHORNE	536 MILL RDWASHINGTON27889	Overpayment on Payment of OTHER on Bill # 0009526307-2022-2022-0000-00 of \$800.88	WKNINON	2/13/2023 4:15:32 PM	800.88
916854	KIMBERLYBERENDAGODLEY	210 JACKIE LNWASHINGTON NC 27889	Overpayment on Payment of CHECK on Bill # 0009494457-2013-2013-0000-00 of \$138.06	WKNINON	2/14/2023 9:46:29 AM	138.06
916905	ROSEMARIELILLEYSMITH	801 SAWMILL LANDING RDBATH27808	Overpayment on Payment of OTHER on Bill # 0009000288-2022-2022-0000-00 of \$132.55	WKNINON	2/14/2023 1:41:05 PM	132.55
917486	CHRISTOPHERBPRESSER	6284 NC 43 HWY SGREENVILLE27858	Overpayment on Payment of OTHER on Bill # 0000012231-2022-2022-0000-00 of \$326.34	WKNINON	2/21/2023 12:51:22 PM	326.34

Trans #	Refund Recipient Name	Refund Address	Refund Description	Opid	Refund Change Date	Refund Amount (\$)
919161	SPRING CREEK PROPERTIES	1130 FLEMING RD COATS27621	Overpayment on Payment of SYSTEM on Bill # 0000025534-2022-2022-0000-00 of \$409.66	WKINION	2/27/2023 3:30:00 PM	409.66

ADDENDUM 2

Yard Waste Grinding and Removal Service Contract

Bid/Quote Tabulation

Date: February 10, 2023

Project: Yard Waste Grinding & Removal

Description: The Proposer shall provide all personnel, training, equipment, tools, supplies, fuel, and insurance to complete mobile, on-site yard waste grinding services at the Beaufort County Landfill. The Proposer shall remove all processed material from the Landfill site.

	Shavender Trucking	N/A	N/A
Unit Price per Ton	\$24.34		
Fuel Surcharge per ton	\$1.25		

- Notes:**
1. RFP advertised on County website. Documents sent directly via email to Shavender Trucking, Landscaping Unlimited, and Simmons & Simmons Management, Inc.
 2. Spoke directly with Mr. John Demary of Pitt County Solid Waste to see if there were additional contractors he was aware of that do this type of work. Was advised that Pitt County owns their own grinder and may be open to an interlocal agreement. Mr. Demary advised that he would review our RFP and be in contact. We did not receive a proposal or further information.



Signature

2/10/23

Date

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between Beaufort County, NC ("Owner") and
Shavender Trucking, LLC ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Yard Waste Grinding & Removal at the Beaufort County Landfill located on Hawkins Beach Road.**

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Yard Waste Grinding & Removal.**

ARTICLE 3 – ENGINEER (NOT USED)

ARTICLE 4 – CONTRACT TIMES

- 4.01 Contract shall be in effect beginning March 7, 2023 through March 6, 2026, with renewal per the terms as outlined in the Request for Proposals dated January 24, 2023.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
- A. For Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):
1. Grinding and Hauling: \$24.34 per ton
 2. When the price of diesel fuel exceeds \$5.50 per gallon according to the United States Department of Energy's Lower Atlantic On-Highway Diesel Price Index on the Monday of the week the service begins, a fuel surcharge per ton shall be invoiced to the County: \$1.25 per ton
 3. Quantity of debris shall be determined as described in section 5.19.2 of Exhibit A.
 4. The contract shall provide for annual adjustment on July 1 after the first full year for cost of business inflationary increase. The Consumer Price Index for the region of the South United States will be used to determine the inflationary increase calculated from July to June and can be accessed by internet at

<https://data.bls.gov/cgi-bin/surveymost?cu>. This increase shall be capped at 5% annually.

- B. If the Proposer is able to locate an approved final disposal facility that will purchase the material, Proposer shall evenly split the proceeds of the sale with the County in the form of a credit on the invoice.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Invoices in accordance with the Contract Documents.

6.02 *Retainage*

- A. Retainage will not be held by the Owner.

ARTICLE 7 – INTEREST (NOT USED)

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor’s safety precautions and programs.
- E. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. Contractor has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the

written resolution thereof by Engineer is acceptable to Contractor.

- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- I. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. Request for Proposals dated January 24, 2023. **(EXHIBIT A)**
 - 2. Shavender Trucking, LLC. bid dated February 7, 2023. **(EXHIBIT B)**
 - 3. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.

ARTICLE 10 – MISCELLANEOUS

10.01 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.02 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.03 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all

remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.04 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on March 7, 2023 (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

Beaufort County, North Carolina

Shavender Trucking, LLC

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a jointventure, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

121 W. 3rd Street

Washington, NC 27889

This instrument has been pre-audited in the manner required by the Local Budget and Fiscal Control Act approved by the County of Beaufort Finance Officer.

By: _____
County Finance Officer

ADDENDUM 3

AOC IT Upgrade

Budget Amendment Request

FY Budget: 2023

ADDENDUM 4

Lease Agreement for Economic Development



COMMERCIAL LEASE AGREEMENT
(Single Tenant Facility)

(Note: This form is not intended to be used as a Sublease and SHOULD NOT be used in Sublease circumstances)

THIS COMMERCIAL LEASE AGREEMENT, including any and all addenda attached hereto ("Lease"), is by and between
108 Union Drive, LLC,

a(n) **NC LLC** ("Landlord"),

(individual or State of formation and type of entity)

whose address is **718 West Main Street, Washington, NC 27889**, and

Beaufort County, NC Government,

a(n) _____ ("Tenant").

(individual or State of formation and type of entity)

whose address is **121 West 3rd Street, Washington, NC 27889**

☐ If this box is checked, the obligations of Tenant under this Lease are secured by the guaranty of _____
(name(s) of guarantor(s)) attached hereto and incorporated herein by reference.

(Note: Attach Guaranty Agreement (Form 595-T) or attorney-drafted guaranty).

For and in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

PREMISES

1. Landlord leases unto Tenant, and Tenant hereby leases and takes upon the terms and conditions which hereinafter appear, the following described property, including any improvements located thereon (herein after called the "Premises"), to wit:

(Address): **108 Union Drive, Washington, NC 27889**

☐ All ☐ A portion of the property in Deed Reference: Book _____, Page No. _____, _____
County; consisting of approximately _____ acres.

Plat Reference: Lot(s) _____, Block or Section _____, as shown on Plat Book or Slide
_____ at Page(s) _____, _____ County, consisting of _____ acres.

☐ If this box is checked, Premises shall mean that property described on **Exhibit A** attached hereto and incorporated herewith by reference.

(For information purposes only, the tax parcel number of the Premises is: _____)

☐ **Occupancy Limitation:** If this box is checked, notwithstanding any greater occupancy of the Premises which may be permitted by any law, statute, ordinance, regulation, rule (including rules enacted pursuant to any private use restrictions), as the same may be amended from time to time, Tenant shall not allow occupancy of the Premises to exceed _____ persons per _____ square feet in the Premises at any one time.

TERM

2. The term of this Lease shall commence on **April 1**, **2023** ("Lease Commencement Date"), and shall end at 11:59 p.m. (based upon the time at the locale of the Premises) on **March 31**, **2026**, unless sooner terminated as herein provided. The first Lease Year Anniversary shall be the date twelve (12) calendar months after the first day of the first full month immediately following the Lease Commencement Date and successive Lease Year Anniversaries shall be the date twelve (12) calendar months from the previous Lease Year Anniversary.

☒ If this box is checked, Tenant shall have the option of renewing this Lease, upon written notice given to Landlord at least **90** days prior to the end of the then expiring term of this Lease, for **Two** additional term(s) of **Three** years each.



☐ If this box is checked, Tenant shall have the option of renewing this Lease, upon written notice given to Landlord at least _____ days prior to the end of the then expiring term of this Lease, for additional term(s) as specified on **Exhibit B**.

☐ **Option to Lease-** If this box is checked, Tenant, upon the payment of the sum of \$ _____ (which sum is not rental or security deposit hereunder, but is consideration for this Option to Lease and is non-refundable under any circumstances) shall have a period of _____ days prior to the Lease Commencement Date ("Option Period") in which to inspect the Premises and make inquiry regarding such sign regulations, zoning regulations, utility availability, private restrictions or permits or other regulatory requirements as Tenant may deem appropriate to satisfy itself as to the use of the Premises for Tenant's intended purposes. Tenant shall conduct all such on-site inspections, examinations, inquiries and other review of the Premises in a good and workman like manner, shall repair any damage to the Premises caused by Tenant's entry and on-site inspections and shall conduct same in a manner that does not unreasonably interfere with Landlord's or any tenant's use and enjoyment of the Premises. In that respect, Tenant shall make reasonable efforts to undertake on-site inspections outside of the hours any tenant's business is open to the public and shall give prior notice to the tenant at the Premises of any entry onto the Premises for the purpose of conducting inspections. Upon Landlord's request, Tenant shall provide to Landlord evidence of general liability insurance. Tenant shall also have a right to review and inspect all contracts or other agreements affecting or related directly to the Premises and shall be entitled to review such books and records of Landlord that relate directly to the operation and maintenance of the Premises, provided, however, that Tenant shall not disclose any information regarding the Premises (or any tenant therein) unless required by law and the same shall be regarded as confidential, to any person, except to its attorneys, accountants, lenders and other professional advisors, in which case Tenant shall obtain their agreement to maintain such confidentiality. Tenant assumes all responsibility for the acts of itself, its agents or representatives in exercising its rights under this Option to Lease and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. This indemnification obligation of Tenant shall survive the termination of this Option to Lease or this Lease. Tenant shall, at Tenant's expense, promptly repair any damage to the Premises caused by Tenant's entry and on-site inspections. **IF TENANT CHOOSES NOT TO LEASE THE PREMISES, FOR ANY REASON OR NO REASON, AND PROVIDES WRITTEN NOTICE TO LANDLORD THEREOF PRIOR TO THE EXPIRATION OF THE OPTION PERIOD, THEN THIS LEASE SHALL TERMINATE AND NEITHER PARTY SHALL HAVE ANY FURTHER OBLIGATIONS HEREUNDER AND LANDLORD SHALL RETURN TO TENANT ANY RENTAL OR SECURITY DEPOSIT PAID TO LANDLORD HEREUNDER.** Tenant shall be deemed to have exercised its Option to Lease and to be bound under the terms of this Lease if (i) Tenant shall occupy the Premises prior to the expiration of the Option Period, whereupon the date of occupancy shall be deemed the Lease Commencement Date, or (ii) Tenant shall not provide written notice to Landlord of its termination of this Lease prior to the expiration of the Option Period.

RENTAL

3. Beginning on April 1, 2023 ("Rent Commencement Date"), Tenant agrees to pay Landlord (or its Agent as directed by Landlord), without notice, demand, deduction or set off, an annual rental of \$ 24,000.00, payable in equal monthly installments of \$ 2,000.00, in advance on the first day of each calendar month during the term hereof. Upon execution of this Lease, Tenant shall pay to Landlord the first monthly installment of rent due hereunder. Rental for any period during the term hereof which is less than one month shall be the pro-rated portion of the monthly installment of rental due, based upon a 30 day month.

☒ If this box is checked, the annual rental payable hereunder (and accordingly the monthly installments) shall be adjusted every Three Lease Year Anniversary by 7.000 % over the amount then payable hereunder. In the event renewal of this Lease is provided for in Section 2 hereof and effectively exercised by Tenant, the rental adjustments provided herein shall apply to the term of the Lease so renewed, or

☐ If this box is checked, the annual rental payable hereunder (and accordingly the monthly installments) shall be adjusted every _____ Lease Year Anniversary by the greater of: (i) _____ percent (_____ %) over the amount then payable hereunder, or, (ii) the percentage increase (but not any decrease) in the numerical index of the "Consumer Price Index for All Urban Consumers" (1982-84 = 100) published by the Bureau of Labor Statistics of the United States Department of Labor ("CPI") for the immediately preceding twelve (12) month period over the amount then payable hereunder.

☐ If this box is checked, the annual rental payable hereunder (and accordingly the monthly installments) shall be adjusted every _____ Lease Year Anniversary by \$ _____ over the amount then payable hereunder. In the event renewal of this Lease is provided for in Section 2 hereof and effectively exercised by Tenant, the rental adjustments provided herein shall apply to the term of the Lease so renewed.

☐ If this box is checked, the annual rental payable hereunder (and accordingly the monthly installments) shall be adjusted as provided on **Exhibit B**.

☐ If this box is checked, Tenant shall pay all rental to Landlord's Agent at the following address:

LATE CHARGES

4. If Landlord fails to receive full rental payment within _____ days after it becomes due, Tenant shall pay Landlord, as additional rental, a late charge equal to _____ percent (%) of the overdue amount or \$ _____ whichever is greater, plus any actual bank fees incurred for dishonored payments. The parties agree that such a late charge represents a fair and reasonable estimate of the cost Landlord will incur by reason of such late payment.

SECURITY DEPOSIT

5. Upon the execution of this Lease, Tenant shall deposit with Landlord the sum of \$ _____ as a security deposit which shall be held by Landlord as security for the full and faithful performance by Tenant of each and every term, covenant and condition of this Lease. The security deposit does not represent payment of and Tenant shall not presume application of same as payment of the last monthly installment of rental due under this Lease. Landlord shall have no obligation to segregate or otherwise account for the security deposit except as provided in this Section 5. If any of the rental or other charges or sums payable by Tenant shall be over-due and unpaid or should payments be made by Landlord on behalf of Tenant, or should Tenant fail to perform any of the terms of this Lease, then Landlord may, at its option, appropriate and apply the security deposit, or so much thereof as may be necessary, to compensate toward the payment of the rents, charges or other sums due from Tenant, or towards any loss, damage or expense sustained by Landlord resulting from such default on the part of the Tenant; and in such event Tenant upon demand shall restore the security deposit to the amount set forth above in this Section 5. In the event Tenant furnishes Landlord with proof that all utility bills and other bills of Tenant related to the Premises have been paid through the date of Lease termination, and performs all of Tenant's other obligations under this Lease, the security deposit shall be returned to Tenant within sixty (60) days after the date of the expiration or sooner termination of the term of this Lease and the surrender of the Premises by Tenant in compliance with the provisions of this Lease.

☐ If this box is checked, Agent shall hold the security deposit in trust and shall be entitled to the interest, if any, thereon.

UTILITY BILLS/SERVICE CONTRACTS

6. Landlord and Tenant agree that utility bills and service contracts ("Service Obligations") for the Premises shall be paid by the party indicated below as to each Service Obligation. In each instance, the party undertaking responsibility for payment of a Service Obligation covenants that they will pay the applicable bills prior to delinquency. The responsibility to pay for a Service Obligation shall include all metering, hook-up fees or other miscellaneous charges associated with establishing, installing and maintaining such utility or contract in said party's name. Within thirty (30) days of the Lease Commencement Date, Tenant shall provide Landlord with a copy of any requested Tenant Service Obligation information.

<u>Service Obligation</u>	<u>Landlord</u>	<u>Tenant</u>	<u>Not Applicable</u>
Sewer/Septic		X	
Water		X	
Electric		X	
Gas		X	
Telephone		X	
HVAC (maintenance/service contract)		X	
Elevator (including phone line)			X
Security System		X	
Fiber Optic		X	
Janitor/Cleaning		X	
Trash/Dumpster		X	
Landscaping/Maintenance		X	
Sprinkler System (including phone line)		X	
Pest Control		X	
Snow/Ice Removal		X	

Landlord shall not be liable for injury to Tenant's business or loss of income therefrom or for damage that may be sustained by the person, merchandise or personal property of Tenant, its employees, agents, invitees or contractors or any other person in or about the Premises, caused by or resulting from fire, steam, electricity, gas, water or rain, which may leak or flow from or into any part of the Premises, or from the breakage, leakage, obstruction or other defects of any utility installations, air conditioning system or other components of the Premises, except to the extent that such damage or loss is caused by Landlord's gross negligence or willful misconduct. Landlord represents and warrants that the heating, ventilation and air conditioning system(s) and utility installations existing as of the Lease Commencement Date shall be in good order and repair. Subject to the provisions of this Section 6, Landlord shall not be liable in damages or otherwise for any discontinuance, failure or interruption of service to the Premises of utilities or the heating, ventilation and air conditioning system(s) and Tenant shall have no right to terminate this Lease or withhold rental because of the same.

RULES AND REGULATIONS

7. ☐ If this box is checked, the rules and regulations attached hereto ("Rules and Regulations") are made a part of this Lease. Tenant agrees to comply with all Rules and Regulations of Landlord in connection with the Premises which are in effect at the time of the execution of the Lease or which may be from time to time promulgated by Landlord in its reasonable discretion, provided notice of such new Rules and Regulations is given to Tenant in writing and the same are not in conflict with the terms and conditions of this Lease.

PERMITTED USES

8. The permitted use of the Premises shall be: County Government Office/Meeting Space ("Permitted Use"). The Premises shall be used and wholly occupied by Tenant solely for the purposes of conducting the Permitted Use, and the Premises shall not be used for any other purposes unless Tenant obtains Landlord's prior written approval of any change in use. Landlord makes no representation or warranty regarding the suitability of the Premises for or the legality (under zoning or other applicable ordinances) of the Permitted Use for the Premises, provided however, that Landlord does represent that it has no contractual obligations with other parties which will materially interfere with or prohibit the Permitted Use of Tenant at the Premises. At Tenant's sole expense, Tenant shall procure, maintain and make available for Landlord's inspection from time to time any governmental license(s) or permit(s) required for the proper and lawful conduct of Tenant's business in the Premises. Tenant shall not cause or permit any waste to occur in the Premises and shall not overload the floor, or any mechanical, electrical, plumbing or utility systems serving the Premises. Tenant shall keep the Premises, and every part thereof, in a clean and wholesome condition, free from any objectionable noises, loud music, objectionable odors or nuisances.

TAXES AND INSURANCE

(Note: The following box should only be checked if there are no boxes checked below in Section 9.)

☐ If this box is checked, Tenant shall have no responsibility to reimburse Landlord for taxes or insurance.

9. Landlord shall pay all taxes (including but not limited to, ad valorem taxes, special assessments and any other governmental charges) on the Premises and shall procure and pay for such commercial general liability, broad form fire and extended and special perils insurance with respect to the Premises as Landlord in its reasonable discretion may deem appropriate. Tenant shall reimburse Landlord for all taxes and insurance as provided herein within fifteen (15) days after receipt of notice from Landlord as to the amount due. Tenant shall be solely responsible for insuring Tenant's personal and business property and for paying any taxes or governmental assessments levied thereon. Tenant shall reimburse Landlord for taxes and insurance during the term of this Lease, and any extension or renewal thereof. **If boxes are checked below, the manner of reimbursement shall be as indicated:**

Taxes

☐ The amount by which all taxes (including but not limited to, ad valorem taxes, special assessments and any other governmental charges) on the Premises for each tax year exceed all taxes on the Premises for the tax year _____; or

☐ All taxes (including but not limited to, ad valorem taxes, special assessments and any other governmental charges) on the Premises for each tax year.

If one of the two boxes above is checked, then if the final Lease Year of the term fails to coincide with the tax year, any excess for the tax year during which the term ends shall be reduced by the pro rata part of such tax year beyond the Lease term. If such taxes for the year in which the Lease terminates are not ascertainable before payment of the last month's rental, then the amount of such taxes assessed against the Property for the previous tax year shall be used as a basis for determining the pro rata share, if any, to be paid by Tenant for that portion of the last Lease Year.

If one of the two boxes above is checked, Tenant shall reimburse Landlord for taxes by paying to Landlord, beginning on the Rent Commencement Date and on the first day of each calendar month during the term hereof, an amount equal to one-twelfth (1/12) of the

then current tax payments for the Premises. Upon receipt of bills, statements or other evidence of taxes due, Landlord shall pay or cause to be paid the taxes. If at any time the reimbursement payments by Tenant hereunder do not equal the amount of taxes paid by Landlord, Tenant shall upon demand pay to Landlord an amount equal to the deficiency or Landlord shall refund to Tenant any overpayment (as applicable) as documented by Landlord. Landlord shall have no obligation to segregate or otherwise account for the tax reimbursements paid hereunder except as provided in this Section 9.

Insurance

- ☐ the excess cost of commercial general liability, broad form fire and extended and special perils insurance with respect to the Premises over the cost of the first year of the Lease term for each subsequent year during the term of this Lease; or
- ☐ the cost of all commercial general liability, broad form fire and extended and special perils insurance with respect to the Premises.

If one of the two boxes above is checked, Tenant shall reimburse Landlord for insurance by paying to Landlord, beginning on the Rent Commencement Date and on the first day of each calendar month during the term hereof, an amount equal to one-twelfth (1/12) of the then current insurance premiums for the Premises. Upon receipt of bills, statements or other evidence of insurance premiums due, Landlord shall pay or cause to be paid the insurance premiums. If at any time the reimbursement payments by Tenant hereunder do not equal the amount of insurance premiums paid by Landlord, Tenant shall upon demand pay to Landlord an amount equal to the deficiency or Landlord shall refund to Tenant any overpayment (as applicable) as documented by Landlord. Landlord shall have no obligation to segregate or otherwise account for the insurance premium reimbursements paid hereunder except as provided in this Section 9.

Provided however, notwithstanding any provision of the foregoing, that in the event Tenant's use of the Premises results in an increase in the rate of insurance on the Premises, Tenant shall pay to Landlord, upon demand and as additional rental, the amount of any such increase.

INSURANCE; WAIVER; INDEMNITY

10. (a) During the term of this Lease, Tenant shall maintain commercial general liability insurance coverage (occurrence coverage) with broad form contractual liability coverage and with coverage limits of not less than \$1 Mil per occurrence/\$3 Mil aggregate combined single limit, per occurrence, specifically including liquor liability insurance covering consumption of alcoholic beverages by customers of Tenant should Tenant choose to sell alcoholic beverages. Such policy shall insure Tenant's performance of the indemnity provisions of this Lease, but the amount of such insurance shall not limit Tenant's liability nor relieve Tenant of any obligation hereunder. All policies of insurance provided for herein shall name as "additional insureds" Landlord, Landlord's Agent, all mortgagees of Landlord and such other individuals or entities as Landlord may from time to time designate upon written notice to Tenant. Tenant shall provide to Landlord, at least thirty (30) days prior to expiration, certificates of insurance to evidence any renewal or additional insurance procured by Tenant. Tenant shall provide evidence of all insurance required under this Lease to Landlord prior to the Lease Commencement Date.

(b) Landlord (for itself and its insurer) waives any rights, including rights of subrogation, and Tenant (for itself and its insurer) waives any rights, including rights of subrogation, each may have against the other for compensation of any loss or damage occasioned to Landlord or Tenant arising from any risk generally covered by the "all risks" insurance required to be carried by Landlord and Tenant. The foregoing waivers of subrogation shall be operative only so long as available in the State of North Carolina. The foregoing waivers shall be effective whether or not the parties maintain the insurance required to be carried pursuant to this Lease.

(c) Except as otherwise provided in Section 10(b), Tenant indemnifies Landlord for damages proximately caused by the negligence or wrongful conduct of Tenant and Tenant's employees, agents, invitees or contractors. Except as otherwise provided in Section 10(b), Landlord indemnifies Tenant for damages proximately caused by the negligence or wrongful conduct of Landlord and Landlord's employees, agents, invitees or contractors. The indemnity provisions in this Section 10 cover personal injury and property damage and shall bind the employees, agents, invitees or contractors of Landlord and Tenant (as the case may be). The indemnity obligations in this Section 10 shall survive the expiration or earlier termination of this Lease.

REPAIRS BY LANDLORD

11. Landlord agrees to keep in good repair the roof, foundation, structural supports and exterior walls of the buildings located on the Premises (exclusive of all glass and exclusive of all exterior doors) and, except as may be specifically allocated to Tenant in Section 12 herein, Landlord agrees to be responsible for capital replacements on the Premises; provided that Landlord shall not be responsible for repairs or capital replacements rendered necessary by the negligence or intentional wrongful acts of Tenant, its employees, agents,

invitees or contractors. Tenant shall promptly report in writing to Landlord any defective condition known to it which Landlord is required to repair or replace and failure to report such conditions shall make Tenant responsible to Landlord for any liability incurred by Landlord by reason of such conditions.

(Note: Should Landlord and Tenant need to further detail the allocation of responsibility hereunder, the Special Stipulations box at the end of the Lease should be checked and such allocation should be specified on an Exhibit B.)

REPAIRS BY TENANT

12. (a) Tenant accepts the Premises in their present condition and as suited for the Permitted Use and Tenant's intended purposes. Tenant, throughout the initial term of this Lease, and any extension or renewal thereof, at its expense, shall maintain in good order and repair the Premises, (except those repairs expressly required to be made by Landlord hereunder), specifically including but not limited to any building and other improvements located thereon, all light bulb and ballast replacements, plumbing fixtures and systems repairs within the Premises and water heater repairs. Tenant further agrees to care for the grounds around the building, including the mowing of grass, care of shrubs and general landscaping. Tenant shall use only licensed contractors for repairs where such license is required. Landlord shall have the right to approve the contract or as to any repairs in excess of \$ 1,000.00

☐ If this box is checked, Tenant, at its expense, shall maintain the heating, ventilation and air conditioning system(s) ("HVAC Systems") in good order and repair, including but not limited to replacement of parts, compressors, air handling units and heating units. Tenant shall be required to maintain a preventive maintenance contract for the HVAC Systems on terms and with a provider reasonably acceptable to Landlord, which contract shall call for at least semi-annual maintenance, inspection and repair of such HVAC Systems ("HVAC Contract"). Tenant shall provide a copy of the HVAC Contract to Landlord annually. Provided that: (i) Tenant has kept the HVAC Contract in force, and, (ii) Tenant shall have obtained Landlord's prior written approval of the contractor and the repair or replacement expenses for the HVAC Systems, then, for any calendar year, Tenant shall be responsible for the cost of repairing or replacing the HVAC Systems (or any major component thereof) up to \$ _____ per HVAC System with a maximum repair or replacement cost of \$ _____ for all HVAC Systems ("HVAC Cap") in such year. Tenant shall provide Landlord copies of all records related to the servicing, maintenance, repair, and replacement of the HVAC Systems upon the occurrence of any service, maintenance, repair, or replacement of the HVAC Systems. Landlord shall be responsible for paying the repair cost or replacement cost of such HVAC System in excess of the HVAC Cap.

☐ If this box is checked, Landlord, at its expense, shall maintain the heating, ventilation and air conditioning system(s) ("HVAC Systems") in good order and repair, including but not limited to replacement of parts, compressors, air handling units and heating units. Provided that, Tenant shall reimburse Landlord for the cost of repairing or replacing the HVAC Systems (or any major component thereof) an amount up to \$ _____ per HVAC System with a maximum replacement cost of \$ _____ for all HVAC Systems ("HVAC Cap") in such year. Landlord shall be responsible for paying the repair cost or replacement cost of such HVAC System in excess of the HVAC Cap. Tenant shall reimburse Landlord for the amount of the HVAC Cap payable hereunder upon the written request of Landlord.

(b) Tenant, Tenant's employees, agents, invitees or contractors shall take no action which may void any manufacturers or installers warranty with relation to the Premises. Tenant shall indemnify and hold Landlord harmless from any liability, claim, demand or cause of action arising on account of Tenant's breach of the provisions of this Section 12.

ALTERATIONS

13. Tenant shall not make any alterations, additions, or improvements to the Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Landlord, in connection with Landlord's consent to same, may designate any such alterations, additions, or improvements to the Premises as subject to removal upon the expiration or earlier termination of this Lease, in which case, upon Landlord's written notice to Tenant to remove same at the expiration or earlier termination of this Lease, Tenant shall do so and restore the Premises to the condition that existed prior to such alterations, additions, or improvements being made. Tenant shall promptly remove any alterations, additions, or improvements constructed in violation of this Section 13 upon Landlord's written request. All approved alterations, additions, and improvements will be accomplished in a good and workmanlike manner, in conformity with all applicable laws and regulations, and by a contractor approved by Landlord, free of any liens or encumbrances. Tenant has no authority to allow, will not permit, and will indemnify Landlord and hold it harmless from, any contractors', laborers', mechanics', or materialmen's liens, or any other similar liens filed against the Premises in connection with any alterations, additions, or improvements to the Premises.

SURRENDERING THE PREMISES

14. Tenant shall schedule its move date with Landlord, in writing, in advance of the expiration or earlier termination of this Lease. Tenant agrees to return the Premises to Landlord at the expiration or earlier termination of this Lease, broom clean and in as good condition and repair as on the Lease Commencement Date, natural wear and tear, damage by storm, fire, lightning, earthquake or other casualty alone excepted. By written notice to Tenant, Landlord may require Tenant to remove any alterations, additions or

improvements at the expiration or earlier termination of this Lease (whether or not made with Landlord's consent and whether or not designated via paragraph 13 as subject to removal) and to restore the Premises to its prior condition as of the Lease Commencement Date, all at Tenant's expense. All alterations, additions and improvements which Landlord has not required Tenant to remove shall become Landlord's property and shall be surrendered to Landlord upon the termination of this Lease, except that Tenant may remove any of Tenant's personal property or trade fixtures which can be removed without material damage to the Premises. Tenant shall repair, at Tenant's expense, any damage to the Premises caused by the removal of any such personal property or trade fixtures.

(Note: Should Landlord and Tenant need to further enumerate their intent/understanding as to the status of items or property as fixtures, trade fixtures, or personal property hereunder, the Special Stipulations box at the end of the Lease should be checked and such enumeration should be specified by listing same by category on an Exhibit B.)

DESTRUCTION OF OR DAMAGE TO PREMISES

15. (a) If the Premises are totally destroyed by storm, fire, lightning, earthquake or other casualty, Landlord shall have the right to terminate this Lease on written notice to Tenant within thirty (30) days after such destruction and this Lease shall terminate as of the date of such destruction and rental shall be accounted for as between Landlord and Tenant as of that date.

(b) If the Premises are damaged but not wholly destroyed by any such casualties or if the Landlord does not elect to terminate the Lease under Section 15(a) above, Landlord shall commence (or shall cause to be commenced) reconstruction of the Premises within one hundred twenty (120) days after such occurrence and prosecute the same diligently to completion, not to exceed two hundred seventy (270) days from the date upon which Landlord receives applicable permits and insurance proceeds. In the event Landlord shall fail to substantially complete reconstruction of the Premises within said two hundred seventy (270) day period, Tenant's sole remedy shall be to terminate this Lease.

(c) In the event of any casualty at the Premises during the last one (1) year of the Lease Term, Landlord and Tenant each shall have the option to terminate this Lease on written notice to the other of exercise thereof within sixty (60) days after such occurrence.

(d) In the event of reconstruction of the Premises, Tenant shall continue the operation of its business in the Premises during any such period to the extent reasonably practicable from the standpoint of prudent business management, and the obligation of Tenant to pay annual rental and any other sums due under this Lease shall remain in full force and effect during the period of reconstruction. The annual rental and other sums due under this Lease shall be abated proportionately with the degree to which Tenant's use of the Premises is impaired, commencing from the date of destruction and continuing during the period of such reconstruction. Tenant shall not be entitled to any compensation or damages from Landlord for loss of use of the whole or any part of the Premises, Tenant's personal property, or any inconvenience or annoyance occasioned by such damage, reconstruction or replacement.

(e) In the event of the termination of this Lease under any of the provisions of this Section 15, both Landlord and Tenant shall be released from any liability or obligation under this Lease arising after the date of termination, except as otherwise provided for in this Lease.

GOVERNMENTAL ORDERS

16. Tenant, at its own expense, agrees to comply with: (a) any law, statute, ordinance, regulation, rule, requirement, order, court decision or procedural requirement of any governmental or quasi-governmental authority having jurisdiction over the Premises, (b) the rules and regulations of any applicable governmental insurance authority or any similar body, relative to the Premises and Tenant's activities therein; (c) provisions of or rules enacted pursuant to any private use restrictions, as the same may be amended from time to time and (d) the Americans with Disabilities Act (42 U.S.C.S. §12101, et seq.) and the regulations and accessibility guidelines enacted pursuant thereto, as the same may be amended from time to time. Landlord and Tenant agree, however, that if in order to comply with such requirements the cost to Tenant shall exceed a sum equal to one (1) year's rent, then Tenant may terminate this Lease by giving written notice of termination to Landlord in accordance with the terms of this Lease, which termination shall become effective sixty (60) days after receipt of such notice and which notice shall eliminate the necessity of compliance with such requirements, unless, within thirty (30) days of receiving such notice, Landlord agrees in writing to be responsible for such compliance, at its own expense, and commences compliance activity, in which case Tenant's notice given hereunder shall not terminate this Lease.

CONDEMNATION

17. (a) If the entire Premises shall be appropriated or taken under the power of eminent domain by any governmental or quasi-governmental authority or under threat of and in lieu of condemnation (hereinafter, "taken" or "taking"), this Lease shall terminate as of the date of such taking, and Landlord and Tenant shall have no further liability or obligation arising under this Lease after such date, except as otherwise provided for in this Lease.

(b) If more than twenty-five percent (25%) of the floor area of any building of the Premises is taken, or if by reason of any taking, regardless of the amount so taken, the remainder of the Premises is not one undivided space or is rendered unusable for the

Permitted Use, either Landlord or Tenant shall have the right to terminate this Lease as of the date Tenant is required to vacate the portion of the Premises taken, upon giving notice of such election within thirty (30) days after receipt by Tenant from Landlord of written notice that said Premises have been or will be so taken. In the event of such termination, both Landlord and Tenant shall be released from any liability or obligation under this Lease arising after the date of termination, except as otherwise provided for in this Lease.

(c) Landlord and Tenant, immediately after learning of any taking, shall give notice thereof to each other.

(d) If this Lease is not terminated on account of a taking as provided herein above, then Tenant shall continue to occupy that portion of the Premises not taken and the parties shall proceed as follows: (i) at Landlord's cost and expense and as soon as reasonably possible, Landlord shall restore (or shall cause to be restored) the Premises remaining to a complete unit of like quality and character as existed prior to such appropriation or taking, and (ii) the annual rent provided for in Section 3 and other sums due under the Lease shall be reduced on an equitable basis, taking into account the relative values of the portion taken as compared to the portion remaining. Tenant waives any statutory rights of termination that may arise because of any partial taking of the Premises.

(e) Landlord shall be entitled to the entire condemnation award for any taking of the Premises or any part thereof. Tenant's right to receive any amounts separately awarded to Tenant directly from the condemning authority for the taking of its merchandise, personal property, relocation expenses and/or interests in other than the real property taken shall not be affected in any manner by the provisions of this Section 17, provided Tenant's award does not reduce or affect Landlord's award and provided further, Tenant shall have no claim for the loss of its leasehold estate.

ASSIGNMENT AND SUBLETTING

18. Tenant shall not assign this Lease or any interest hereunder or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than the Tenant, without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Tenant shall pay to Landlord, concurrently with any request for consent to assignment or sublet, a non-refundable fee of \$ _____ as payment to Landlord for its review and processing of the request. In addition, Tenant shall pay to Landlord any legal fees and expenses incurred by Landlord in connection with the proposed assignment or sublet, to the extent such amounts exceed \$ _____. Consent to any assignment or sublease shall not impair this provision and all later assignments or subleases shall be made likewise only on the prior written consent of Landlord. No sublease or assignment by Tenant shall relieve Tenant of any liability hereunder.

EVENTS OF DEFAULT

19. The happening of any one or more of the following events (hereinafter any one of which may be referred to as an "Event of Default") during the term of this Lease, or any renewal or extension thereof, shall constitute a breach of this Lease on the part of the Tenant: (a) Tenant fails to pay when due the rental or any other monetary obligation as provided for herein; (b) Tenant abandons or vacates the Premises; (c) Tenant fails to comply with or abide by and perform any non-monetary obligation imposed upon Tenant under this Lease within thirty (30) days after written notice of such breach; (d) Tenant is adjudicated bankrupt; (e) A permanent receiver is appointed for Tenant's property and such receiver is not removed within sixty (60) days after written notice from Landlord to Tenant to obtain such removal; (f) Tenant, either voluntarily or involuntarily, takes advantage of any debt or relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred and such proceeding is not dismissed within sixty (60) days of the filing thereof; (g) Tenant makes an assignment for benefit of creditors; or (h) Tenant's effects are levied upon or attached under process against Tenant, which is not satisfied or dissolved within thirty (30) days after written notice from Landlord to Tenant to obtain satisfaction thereof.

REMEDIES UPON DEFAULT

20. Upon the occurrence of Event of Default, Landlord may pursue any one or more of the following remedies separately or concurrently, without prejudice to any other remedy herein provided or provided by law: (a) Landlord may terminate this Lease by giving written notice to Tenant and upon such termination shall be entitled to recover from Tenant damages as may be permitted under applicable law; or (b) Landlord may terminate this Lease by giving written notice to Tenant and, upon such termination, shall be entitled to recover from the Tenant damages in an amount equal to all rental which is due and all rental which would otherwise have become due throughout the remaining term of this Lease, or any renewal or extension thereof (as if this Lease had not been terminated); or (c) Landlord, as Tenant's agent, without terminating this Lease, may enter upon and rent the Premises, in whole or in part, at the best price obtainable by reasonable effort, without advertisement and by private negotiations and for any term Landlord deems proper, with Tenant being liable to Landlord for the deficiency, if any, between Tenant's rent hereunder and the price obtained by Landlord on reletting, provided however, that Landlord shall not be considered to be under any duty by reason of this provision to take any action to mitigate damages by reason of Tenant's default and expressly shall have no duty to mitigate Tenant's damages. No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect rent for the period prior to termination thereof. Tenant acknowledges and understands that Landlord's acceptance of partial rental will not waive Tenant's breach of this Lease or limit Landlord's rights against Tenant hereunder or Landlord's right to evict Tenant through a summary ejectment proceeding, whether filed before or after Landlord's acceptance of any such partial rental.

EXTERIOR SIGNS

21. Tenant shall place no signs upon the outside walls, doors or roof of the Premises, except with the express written consent of the

Landlord in Landlord's sole discretion. Any consent given by Landlord shall expressly not be a representation of or warranty of any legal entitlement to signage at the Premises. Any and all signs placed on the Premises by Tenant shall be maintained in compliance with governmental rules and regulations governing such signs and Tenant shall be responsible to Landlord for any damage caused by installation, use or maintenance of said signs, and all damage incident to removal thereof.

LANDLORD'S ENTRY OF PREMISES

22. Landlord may advertise the Premises "For Rent" _____ 30 _____ days before the termination of this Lease. Landlord may enter the Premises upon prior notice at reasonable hours to exhibit same to prospective purchasers or tenants, to make repairs required of Landlord under the terms hereof, for reasonable business purposes and otherwise as may be agreed by Landlord and Tenant. Landlord may enter the Premises at any time without prior notice, in the event of an emergency or to make emergency repairs to the Premises. Upon request of Landlord, Tenant shall provide Landlord with a functioning key to the Premises and shall replace such key if the locks to the Premises are changed.

QUIET ENJOYMENT

23. So long as Tenant observes and performs the covenants and agreements contained herein, it shall at all times during the Lease term peacefully and quietly have and enjoy possession of the Premises, subject to the terms hereof.

HOLDING OVER

24. If Tenant remains in possession of the Premises after expiration of the term hereof, Tenant shall be a tenant at sufferance and there shall be no renewal of this Lease by operation of law. In such event, commencing on the date following the date of expiration of the term, the monthly rental payable under Section 3 above shall for each month, or fraction thereof during which Tenant so remains in possession of the Premises, be twice the monthly rental otherwise payable under Section 3 above.

ENVIRONMENTAL LAWS

25. (a) Tenant covenants that with respect to any Hazardous Materials (as defined below) it will comply with any and all federal, state or local laws, ordinances, rules, decrees, orders, regulations or court decisions relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under or about the Premises or soil and ground water conditions, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act, the Hazardous Materials Transportation Act, any other legal requirement concerning hazardous or toxic substances, and any amendments to the foregoing (collectively, all such matters being "Hazardous Materials Requirements"). Tenant shall remove from the Premises, all Hazardous Materials that were placed on the Premises by Tenant or Tenant's employees, agents, invitees or contractors, either after their use by Tenant or upon the expiration or earlier termination of this Lease, in compliance with all Hazardous Materials Requirements.

(b) Tenant shall be responsible for obtaining all necessary permits in connection with its use, storage and disposal of Hazardous Materials, and shall develop and maintain, and where necessary file with the appropriate authorities, all reports, receipts, manifest, filings, lists and invoices covering those Hazardous Materials and Tenant shall provide Landlord with copies of all such items upon request. Tenant shall provide within five (5) days after receipt thereof, copies of all notices, orders, claims or other correspondence from any federal, state or local government or agency alleging any violation of any Hazardous Materials Requirements by Tenant, or related in any manner to Hazardous Materials. In addition, Tenant shall provide Landlord with copies of all responses to such correspondence at the time of the response.

(c) Tenant hereby indemnifies and holds harmless Landlord, its successors and assigns from and against any and all losses, liabilities, damages, injuries, penalties, fines, costs, expenses and claims of any and every kind whatsoever (including attorney's fees and costs) paid, incurred or suffered by, or asserted against Landlord as a result of any claim, demand or judicial or administrative action by any person or entity (including governmental or private entities) for, with respect to, or as a direct or indirect result of, the presence on or under or the escape, seepage, leakage, spillage, discharge, emission or release from the Premises of any Hazardous Materials caused by Tenant or Tenant's employees, agents, invitees or contractors. This indemnity shall also apply to any release of Hazardous Materials caused by a fire or other casualty to the Premises if such Hazardous Materials were stored on the Premises by Tenant, its agents, employees, invitees or successors in interest.

(d) For purposes of this Lease, "Hazardous Materials" means any chemical, compound, material, substance or other matter that: (i) is defined as a hazardous substance, hazardous material or waste, or toxic substance pursuant to any Hazardous Materials Requirements, (ii) is regulated, controlled or governed by any Hazardous Materials Requirements, (iii) is petroleum or a petroleum product, or (iv) is asbestos, formaldehyde, a radioactive material, drug, bacteria, virus, or other injurious or potentially injurious material (by itself or in combination with other materials).

(e) The warranties and indemnities contained in this Section 25 shall survive the termination of this Lease.

SUBORDINATION; ATTORNMEN; ESTOPPEL

26. (a) This Lease and all of Tenant's rights hereunder are and shall be subject and subordinate to all currently existing and future mortgages affecting the Premises. Within ten (10) days after the receipt of a written request from Landlord or any Landlord mortgagee, Tenant shall confirm such subordination by executing and delivering Landlord and Landlord's mortgagee a recordable subordination agreement and such other documents as may be reasonably requested, in form and content satisfactory to Landlord and Landlord's mortgagee. Provided, however, as a condition to Tenant's obligation to execute and deliver any such subordination agreement, the applicable mortgagee must agree that mortgagee shall not unilaterally, materially alter this Lease and this Lease shall not be divested by foreclosure or other default proceedings thereunder so long as Tenant shall not be in default under the terms of this Lease beyond any applicable cure period set forth herein. Tenant acknowledges that any Landlord mortgagee has the right to subordinate at any time its interest in this Lease and the leasehold estate to that of Tenant, without Tenant's consent.

(b) If Landlord sells, transfers, or conveys its interest in the Premises or this Lease, or if the same is foreclosed judicially or nonjudicially, or otherwise acquired, by a Landlord mortgagee, upon the request of Landlord or Landlord's successor, Tenant shall attorn to said successor, provided said successor accepts the Premises subject to this Lease. Tenant shall, upon the request of Landlord or Landlord's successor, execute an attornment agreement confirming the same, in form and substance acceptable to Landlord or Landlord's successor and Landlord shall thereupon be released and discharged from all its covenants and obligations under this Lease, except those obligations that have accrued prior to such sale, transfer or conveyance; and Tenant agrees to look solely to the successor in interest of Landlord for the performance of those covenants accruing after such sale, transfer or conveyance. Such agreement shall provide, among other things, that said successor shall not be bound by (a) any prepayment of more than one (1) month's rental (except the Security Deposit) or (b) any material amendment of this Lease made after the later of the Lease Commencement Date or the date that such successor's lien or interest first arose, unless said successor shall have consented to such amendment.

(c) Within ten (10) days after request from Landlord, Tenant shall execute and deliver to Landlord an estoppel certificate (to be prepared by Landlord and delivered to Tenant) with appropriate facts then in existence concerning the status of this Lease and Tenant's occupancy, and with any exceptions thereto noted in writing by Tenant. Tenant's failure to execute and deliver the Estoppel Certificate within said ten (10) day period shall be deemed to make conclusive and binding upon Tenant in favor of Landlord and any potential mortgagee or transferee the statements contained in such estoppel certificate without exception.

ABANDONMENT

27. Tenant shall not abandon the Premises at any time during the Lease term. If Tenant shall abandon the Premises or be dispossessed by process of law, any personal property belonging to Tenant and left on the Premises, at the option of Landlord, shall be deemed abandoned, and available to Landlord to use or sell to offset any rent due or any expenses incurred by removing same and restoring the Premises.

NOTICES

28. All notices required or permitted under this Lease shall be in writing and shall be personally delivered or sent by U.S. certified mail, return receipt requested, postage prepaid. Notices to Tenant shall be delivered or sent to the address shown at the beginning of this Lease, except that upon Tenant taking possession of the Premises, then the Premises shall be Tenant's address for such purposes. Notices to Landlord shall be delivered or sent to the address shown at the beginning of this Lease and notices to Agent, if any, shall be delivered or sent to the address set forth in Section 3 hereof. All notices shall be effective upon delivery. Any party may change its notice address upon written notice to the other parties, given as provided herein.

BROKERS

29. Except as expressly provided herein, Tenant and Landlord agree to indemnify and hold each other harmless from any and all claims of brokers, consultants or real estate agents by, through or under the indemnifying party for fees or commissions arising out of the lease of the Property to Tenant.

Tenant and Landlord represent and warrant to each other that: (i) except as to the brokers designated below ("Brokers"), they have not employed nor engaged any brokers, consultants or real estate agents to be involved in this transaction and (ii) that the compensation of the Brokers is established by and shall be governed by separate agreements entered into as amongst the Brokers, the Tenant and/or the Landlord.

("Listing Agent"),

("Listing Agent" - License # _____)
Acting as: ☐ Landlord's Agent; ☐ Dual Agent
and _____
("Leasing Agent"),

("Leasing Agent" - License # _____)
Acting as: ☐ Tenant's Agent; ☐ Landlord's (Sub)Agent; ☐ Dual Agent

GENERAL TERMS

30. (a) "Landlord" as used in this Lease shall include the undersigned, its heirs, representatives, assigns and successors in title to the Premises. "Agent" as used in this Lease shall mean the party designated as same in Section 3, its heirs, representatives, assigns and successors. "Tenant" shall include the undersigned and its heirs, representatives, assigns and successors, and if this Lease shall be validly assigned or sublet, shall include also Tenant's assignees or sublessees as to the Premises covered by such assignment or sublease. "Landlord", "Tenant", and "Agent" include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties.

(b) No failure of Landlord to exercise any power given Landlord hereunder or to insist upon strict compliance by Tenant of its obligations hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof. All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative and not restrictive of those given by law.

(c) **Time is of the essence in this Lease.**

(d) This Lease may be executed in one or more counterparts, which taken together, shall constitute one and the same original document. Copies of original signature pages of this Lease may be exchanged via facsimile or e-mail, and any such copies shall constitute originals. This Lease constitutes the sole and entire agreement among the parties hereto and no modification of this Lease shall be binding unless in writing and signed by all parties hereto. The invalidity of one or more provisions of this Lease shall not affect the validity of any other provisions hereof and this Lease shall be construed and enforced as if such invalid provisions were not included.

(e) Each signatory to this Lease represents and warrants that he or she has full authority to sign this Lease and such instruments as may be necessary to effectuate any transaction contemplated by this Lease on behalf of the party for whom he or she signs and that his or her signature binds such party. The parties acknowledge and agree that: (i) the initials lines at the bottom of each page of this Lease are merely evidence of their having reviewed the terms of each page, and (ii) the complete execution of such initials lines shall not be a condition of the effectiveness of this Lease.

(f) Upon request by either Landlord or Tenant, the parties hereto shall execute a short form lease (memorandum of lease) in recordable form, setting forth such provisions hereof (other than the amount of annual rental and other sums due) as either party may wish to incorporate. The cost of recording such memorandum of lease shall be borne by the party requesting execution of same. The NC REALTOR Memorandum of Lease (Form 596-T) or an attorney-drafted memorandum of lease may be used for this purpose.

(g) If legal proceedings are instituted to enforce any provision of this Lease, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorneys fees and court costs incurred in connection with the proceeding.

SPECIAL STIPULATIONS

Note: Under North Carolina law, real estate agents are not permitted to draft lease provisions

☐ If this box is checked, additional terms of this Lease are set forth on **Exhibit B** attached hereto and incorporated herein by reference.

☐ If this box is checked, improvements to the Premises to be provided by Landlord are set forth on **Exhibit C** attached hereto and incorporated herein by reference.

[THIS SPACE INTENTIONALLY LEFT BLANK]

THIS DOCUMENT IS A LEGAL DOCUMENT. EXECUTION OF THIS DOCUMENT HAS LEGAL CONSEQUENCES THAT COULD BE ENFORCEABLE IN A COURT OF LAW. THE NORTH CAROLINA ASSOCIATION OF REALTORS® MAKES NO REPRESENTATIONS CONCERNING THE LEGAL SUFFICIENCY, LEGAL EFFECT OR TAX CONSEQUENCES OF THIS DOCUMENT OR THE TRANSACTION TO WHICH IT RELATES AND RECOMMENDS THAT YOU CONSULT YOUR ATTORNEY.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this Lease to be duly executed.

LANDLORD:

Individual

Date: _____

Date: _____

Business Entity

_____ **108 Union Drive, LLC**
(Name of Firm)

By: _____
Julian Picott Harrington, III

Title: **Manager**

Date: _____

TENANT:

Individual

Date: _____

Date: _____

Business Entity

_____ **Beaufort County, NC Government**
(Name of Firm)

By: _____

Title: _____

Date: _____

ADDENDUM 5

Postage Meter Lease

Angie Pitts

From: Baugher, Kathryn <K.Baugher@quadient.com>
Sent: Thursday, February 23, 2023 10:46 AM
To: Angie Pitts
Subject: RE: Quadient USA - Postage Meter Inquiry
Attachments: Postage Payment Options POC.pdf; iX-5_Neostats_Neoship.pdf; january-2023-usps-rate-guide.pdf; SP35_Electronic_Services Brochure.pdf

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.

Hi Angie,

It was great speaking with you today! I have include information on our iX-5 AF and SP-35 E-services for Certified Mail. Please let me know if there are any questions.

iX-5AF

https://resources.quadient.com/m/343b6b071bdd7028/B4237D57-Video-IX5_US.mp4

iX-5AF

All-Inclusive Rental

1 ink cartridge (10,000 imprints) and 1 set of labels included free



iX-5 AF

iX-5AF - Semi-automatic meter with 5lb scale and envelope sealer, 110 letters/min— Internet Connection; Catch Tray

- \$212.99 per month – 39 months lease

- \$177.99 per month – 63 months lease

Installation, training, onsite maintenance included

SP35, barcode reader included: \$41 per month, one-time activation fee of \$295



KATHRYN BAUGHER

Inside Sales Representative, Quadient Direct

K.Baugher@Quadient.com

Office: 972-432-5996

quadient.com

[Learn more about Quadient](#)

From: Baugher, Kathryn
Sent: Monday, January 23, 2023 1:13 PM

BUSINESS ACCELERATED

Simple. Flexible. Reliable.



iX-5 Series

The iX-5 offers flexibility and efficiency while maintaining job integrity every step of the way. Ideal for mid-level mail volumes, the iX-5 is available in two models, a power-assisted hand feed (iX-5 HF) or with auto-feed technology (iX-5 AF).

The iX-5 boasts a modern design with a color screen and easy-to-use control panel. The system meets the latest Intelligent Mail Indicia (IMI) and Dimensional Weighing (DIM) USPS® requirements. The contemporary design of the iX-5 Series depicts clean lines and bold edges while maintaining Quadient's commitment to build and ship products in the most ecological manner.



EXPERIENCE
A rich history of
world-class leadership



PROVEN RESULTS
96% customer
satisfaction rate



EXPERTISE
8 billion personalized
experiences annually



BACKED BY THE EXPERTS
Gartner, Forrester,
and Aspire

MULTI-CARRIER SHIPPING WITH NEOSHIP ADVANCED

Times are changing and businesses want options when it comes to sending parcels. Some companies are extremely loyal to a specific carrier, while others are focused on the bottom line. Hitting a delivery target, or sending an item at the lowest cost are key priorities. Neoship ADVANCED provides the choices businesses are looking for.



- Multi-carrier shipping using USPS®, UPS® and FedEx®
- Cost and time saving opportunities with rate shopping:
 - Neoship automatically identifies the lowest cost or fastest delivery method for getting a parcel to its final destination
- An intuitive interface makes desktop shipping a breeze
- USPS® IM®pb compliant solution
- Discounted postage rates with Commercial Base Pricing
- Free address correction services
- Streamlined shipping workflow with batch processing

MANAGE, CONTROL AND TRACK POSTAGE EXPENSES WITH NEOSTATS

This robust application provides tools to reconcile postage dollars down to 1/10 of a cent in minutes!

- Analyze postage expense data in summary or detailed formats
- Tighten postage forecasting and budgets by understanding postage usage trends on a daily, weekly, or monthly basis
- Optimize potential cost savings by reviewing use of USPS Mail Classes and Weight Break detail
- Create spreadsheets and eye-catching colorful graphs
- Export and share data for additional analysis

This flexible solution supports predefined and user-defined reporting parameters based on Mail Class, Account/Department, Weight Break, Presort and Operator details.

Neostats Enhanced supports a single mailing system. Upgrade to Neostats Consolidated to centralize postage expense data for multiple mailing systems at one location or across many.





Postage Payment Options for Your POC® Account

There are three postage payment options available to customers to pay for postage:

1. Prepay (USPS®)

- "Pay in Advance"
- Prefund a USPS® account by check, wire or ACH credit

2. PostageNow™ ACH (USPS®)

- "Pay Just in Time"
- Electronic payments in which funds are auto-debited from customer's bank account

3. Quadient Postage Funding

- "Pay After You Use It"
- Monthly billing for postage; pay by check, ACH credit or online

Postage Payment Options:

Program	Prepay (USPS®)	PostageNow™ ACH (USPS®)	Quadient Postage Funding
How It Works	1. Customer prepays by check, ACH credit or wire to a USPS® account. 2. Once funds are posted to the account, customer may download postage to the meter at any time, up to the amount of available prepaid funds in the account.	1. Customer authorizes automatic ACH direct debit through an account with USPS®. 2. Customer may download postage to meter at any time. 3. After the postage download, an ACH debit transaction is created in which the customer's bank account is automatically debited for the amount of the postage download.	1. Customer gets a postage billing account with a preset account limit according to the meter. 2. Customer may download postage to the meter at any time, up to the account limit. 3. At the end of the monthly billing cycle, Quadient will invoice the customer for the amount of postage added into the meter for that month.
Statements	Optional monthly statement	Optional monthly statement	• Monthly statement by mail or online • 28-day payment terms • Ability to choose monthly bill day
Web Information "Myquadient" www.myquadient.com	• Prepaid account balance • Account activity by date, amount and meter serial number	• Account activity by date, amount and meter serial number	• Account balance and available funds • View current and past statements • Create account activity reports • Make online payments • Email alerts (e.g. payment due date)
Pricing and Fees	• \$0 to prepay postage	• \$50 annual account maintenance fee per POC account • \$25 NSF return fee	• Low volume mailing systems – \$0 transaction fee up to \$700 monthly postage • Mid/high volume mailing systems – \$0 transaction fee up to \$4,000 monthly postage • 1% fee over monthly account limits • Finance charges or late fees may apply for past due payments

Please see page 2 for important payment instructions. For more information, visit www.quadient.com or call 1.800.636.7678.

Electronic Services

SP35 Option

What is it?

- Electronic Services include the following: e-Certified Mail™, and e-Return Receipt. These services help track and confirm important items and save money by using USPS® discounted electronic rates.

Who is it for?

- Companies who want a more cost-effective and simpler way to track delivery of letters – use of Certified Mail™ and Return Receipt
- Accountants – CPAs, tax authorities; Legal - law firms; Financial Institutions – banks, creditors; Medical Agencies – doctors, dentists, hospitals; Government – state agencies, courts; Education – colleges & universities, school systems; Real Estate – condo associations, local offices

Challenges:

- Certified Mail™ with Return Receipt definitely isn't cheap. At \$6.48, a 1 oz. letter is over 1000% more than a typical \$0.49 First-Class Mail® piece with no special services
- Manual preparation can be extremely labor intensive, involving up to 10 extra steps per letter
- Green Return Receipt cards require physical storage space and time-consuming manual organization
- Green cards are easily misplaced or lost

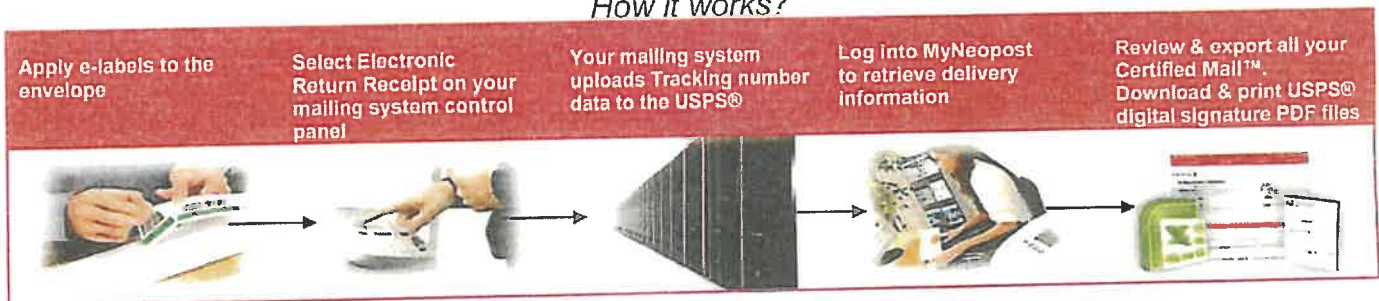
Neopost USA has the solution:

- ✓ **Reduced Labor** - Stop handwriting USPS® Certified Mail forms. Using Electronic Return Receipt technology, Neopost IS/IM Series mailing systems streamline Certified Mail™ preparation
- ✓ **Reduced Postal Cost** - **Save \$1.20 per letter** by providing digital signature in place of the green card
- ✓ **Better Tracking** - Delivery and signature information is automatically organized for you on the web. Just log into your Neopost online account whenever you need to track an item

e-Confirmation Saving Summary

	Return Receipt
Retail	\$2.80
Electronic Rate	\$1.60
Savings/Piece	\$1.20

How it works?



E-Return Receipt Label (provided by Neopost at no cost)



January 2023
UPDATE

Postage Rate Guide 2023 USPS®

5 Ways To Save

01

Get the meter discount

You get a three-cent discount on every First-Class letter you mail using a Quadient meter. That's 3¢ savings compared to stamps and Post Office rates.

[Get discount >](#)

02

Do Certified Mail® online

Switch from hard-copy to electronic Return Receipt with our online software. You can save 37¢ and improve the return process.

[Learn more >](#)

03

Consider presorting mail

With the right mail volume you can take advantage of USPS® bulk discounts.

[Read about it >](#)

Start rate shopping

With shipping, delivery charges added to discounted USPS® rates, and you can even rate shop for up to 30% off to reduce costs further.

[See how it works >](#)

04

Be aware of DIM weight

Don't leave unused space in package. Light, bulky shipments get hit the hardest with DIM charges. Go with Flat Rate® Priority Mail® boxes which you can

05

[Check it out >](#)

Key Takeaways

- ✓ 2023 USPS new pricing affects the First-Class stamp, metered mail rates, and postcards, additional ounces and postcards.
- ✓ The increases raise First-Class Mail prices by approximately 4.2%.
- ✓ These new postage rates will go into effect on January 22, 2023.
- ✓ Get email alerts [here](#).
- ✓ Read more on the USPS Website.

Postal Mail Classes

First-Class Mail®

Use First-Class Mail® for lightweight letters up to 3.5 oz. and flats up to 13 oz. that need to be delivered in 1 to 3 business days.

PRODUCT	STAMPS	METER	SAVINGS
Letter - up to 1 oz.	\$0.63	\$0.60	\$0.03
Letter - up to 2 oz.	\$0.87	\$0.84	\$0.03
Letter - up to 3 oz.	\$1.11	\$1.08	\$0.03
Letter - up to 3.5 oz.	\$1.35	\$1.32	\$0.03
Postcard - 3.5" H x 5" L	\$0.48	\$0.48	—
Large Envelope (Flats up to 1 oz.)	\$1.26	—	—
Large Envelope (Flats 2-13 oz.)	\$1.50 - \$4.14	—	—

First-Class Package Service

Use this service for the lowest cost on lightweight shipments weighing up to 15.99 oz. that need to be delivered in 1 to 3 business days.

SIZE	POST OFFICE	QUADIENT	SAVINGS
1 - 4 oz.	\$4.75 and up	\$3.59 and up	\$1.16 and up
5 - 8 oz.	\$5.40 and up	\$3.99 and up	\$1.41 and up
9 - 12 oz.	\$6.15 and up	\$4.62 and up	\$1.53 and up
13 oz.	\$7.50 and up	\$5.85 and up	\$1.65 and up
15.99 oz.	—	\$5.85 and up	—

Priority Mail® Flat Rate

Use this when you need to send small, heavy items that weigh up to 70 lbs. without breaking the bank. Items are delivered in 1 to 3 business days.

PRODUCT	POST OFFICE	QUADIENT	SAVINGS
Flat Rate Envelope (12.5" x 9.5" or smaller)	\$9.65	\$8.05	\$1.60
Legal Flat Rate Envelope	\$9.95	\$8.35	\$1.60
Padded Flat Rate Envelope	\$10.40	\$8.80	\$1.60
Small Flat Rate Box	\$10.20	\$8.55	\$1.65
Medium Flat Rate Box	\$17.10	\$14.75	\$2.35
Large Flat Rate Box	\$22.80	\$19.90	\$2.90
APD/FPO/DPO Large Flat Rate Box	\$21.20	\$18.35	\$2.85

Priority Mail Express® Flat Rate

Use this when you need something delivered fast! It guarantees delivery overnight and is available 365 days a year.

PRODUCT	POST OFFICE	QUADIENT	SAVINGS
Flat Rate Envelope	\$28.75	\$24.90	\$3.85
Legal Flat Rate Envelope	\$28.95	\$25.15	\$3.80
Padded Flat Rate Envelope	\$29.45	\$25.35	\$4.10

USPS® Extra Services

Use Certified Mail® when you need proof of delivery date and time! Add Return Receipt for written or electronic proof that item was received. Best for: Critical Mail Pieces.

PRODUCT	HARD COPY	ELECTRONIC	SAVINGS
Certified Mail®	\$4.15	—	—
Return Receipt	\$3.35	\$2.10	\$1.25

POSTCARDS



LETTERS



LG ENVELOPES



PARCELS



877.988.0677

quadient
Mail quadient.com

Check out our mailing and shipping products at QuadientDirect.com
Learn about USPS® promotions at postdupro.usps.com/promotions

ADDENDUM 6

Public Beach and Coastal Waterfront Access Grant for Wrights Creek Project

STATE OF NORTH CAROLINA
COUNTY OF WAKE

GRANTEE'S FEDERAL
IDENTIFICATION
NUMBER: **-*¹1521

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 **BEAUFORT COUNTY** (the "Grantee"¹).

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 (Local Government Budget and Fiscal Control Act), the Grantee 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. State's General Terms and Conditions (Attachment A)
 - b. Department's Request for Proposal ("RFP") (Attachment B)
 - c. Grantee's Response to RFP, including scope of work, line item budget, budget narrative and, *if applicable*, indirect cost documentation (hereinafter referred to generally as the "Award Proposal") (Attachment C)
 - d. Notice of Certain Reporting and Audit Requirements (Attachment D)
 - e. Grantee's No Conflict of Interest Certification (Attachment E)
 - f. Certification of No Overdue Tax Debts (Attachment F)
- 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 prior to the contract expiration date.
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.
 4. **Contract Period.** This Agreement shall be effective from the date upon which all parties have signed this Agreement to **08/28/2024**, inclusive of those dates.
 5. **Grantee's Duties.** As a condition of the grant award, the Grantee agrees to:
 - a. Undertake and deliver the grant award project, plan or services as described in the Award Proposal (Attachment C), adhering to all budgetary provisions set out therein throughout the course of performance.

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

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- b. Ensure that all award funds are expended in a manner consistent with the purposes for which they were awarded, as described more fully in the attached Contract Documents.
- c. 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.
- d. Comply with the applicable provisions of Attachment E, Notice of Certain Reporting and Audit Requirements.
- e. 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, or (ii) until all audit exceptions have been resolved, whichever is longer.
- f. 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.
- g. 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.
- h. Ensure that the terms, conditions, restrictions and requirements of this Contract Cover, including those incorporated by reference to other Contract Documents and/or applicable law, are made applicable to, and binding upon, any subgrantee who receives as a subaward or subgrant any portion of the award funds made available to the Grantee hereunder.
- i. Take reasonable measures to ensure that any subgrantee (i) complies with the terms, conditions, restrictions and requirements set forth in this Contract Cover, including those incorporated by reference to other Contract Documents and/or applicable law, and (ii) provides such information in its possession as may be necessary for the Grantee 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), 143-48 and 143-128.4, the Department invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. This includes utilizing subcontractors to perform the required functions in this contract. Any questions concerning NC HUB certification, contact the North Carolina Office of Historically Underutilized Businesses at (919) 807-2330.

7. **Department's Duties.** The Department shall pay the Grantee 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 Grantee under this Agreement shall not exceed **FOUR HUNDRED FIVE THOUSAND DOLLARS (\$405,000.00)** (the "Total Award Amount"). This amount consists of:

Funding:

Type of Funds	Funding Source	CFDA No.
Receipts	PARTF-CAMA	NA

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Beaufort County Access - Rachel

Account Coding Information:

Dollars	GL Company	GL Account	GL Center
\$405,000.00	1612	536993	2500-5J10

Grantee Matching Information:

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

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

- ☒ c. The Grantee's matching requirement is **\$307,582.00**, which shall consist of:

	In-Kind	\$
X	Cash	\$307,582.00
	Cash and In-Kind	\$
	Other / Specify:	\$

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

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

- a. The Grantee 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 Grantee for actual allowable expenditures, with the Department retaining a minimum of ten percent (10%) of the Total Award Amount until all grant-related activities are completed and all reports/deliverables are received and accepted by the Department. As used herein, "allowable expenditures" are expenditures associated with work conducted to meet performance obligations under this Agreement, provided such work is carried out in a manner consistent with the Award Proposal. The Department may withhold payment on invoices when performance goals and expectations have not been met or when the manner of performance is inconsistent with Attachment C.

10. Grantee's Fiscal Year. The Grantee represents that its fiscal year is from July 1 to June 30.

11. Availability of Funds. The Grantee 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 Grantee understands and agrees that any unexpended grant funds shall revert to the Department upon termination of this Agreement.

13. Supplantation of Expenditure of Public Funds. The Grantee 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 Grantee would otherwise expend to carry out the project or services described in the Award Proposal.

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- 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.

Grantee Contract Administrator	Department's Contract Administrator
Brian Allgood, County Manager Beaufort County 121 West 3 rd Street Washington, NC 27889 Telephone: 252-946-0079 Email: brian.allgood@co.beaufort.nc.us	Rachel Love-Adrick NC DEQ DCM 400 Commerce Ave Morehead City, NC 28557 Telephone: 252-515-5403 Email: rachel.love-adrick@ncdenr.gov

- 15. Assignment.** The Grantee may not assign its obligations or its rights to receive payment hereunder.
- 16. Procurement.** The Grantee 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 Grantee shall be contracted without prior written approval from the Department.
 - In the event the Grantee or any subrecipient of the Grantee contracts for any of the work to be performed hereunder, the Grantee shall not be relieved of any duties or responsibilities herein set forth.
 - The Grantee 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, 143-59.1, 143-59.2 or 147.86.60.
- 17. Subawards.** The Grantee understands and agrees that any subaward or subgrant of any portion of the financial assistance provided hereunder shall not relieve the Grantee of any duties or responsibilities herein set forth.
- 18. Title VI and Other Nondiscrimination Requirements.** Throughout the course of its performance hereunder, the Grantee 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.

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Beaufort County Access - Rachel

In accordance with the above laws and their implementing regulations, the Grantee 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 Grantee 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 Grantee 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 Grantee 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 Grantee represents that it and each of its 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, 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.

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

BEAUFORT COUNTY

By _____
Grantee's Signature

Printed Name and Title

Organization

Date

**NORTH CAROLINA DEPARTMENT OF
ENVIRONMENTAL QUALITY**

By _____
Signature of Department Head or Authorized Agent

Tommy Kirby, Purchasing Director
Printed Name and Title

Financial Services Division, Purchasing and Contracts Section
Division/Section

Date

ORIGINAL

**General Terms and Conditions
Governmental Entities**

DEFINITIONS

Unless indicated otherwise from the context, the following terms shall have the following meanings in this Contract. All definitions are from 9 NCAC 3M.0102 unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein.

- (1) "Agency" (as used in the context of the definitions below) means and includes every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political sub-agency of government. For other purposes in this Contract, "Agency" means the entity identified as one of the parties hereto.
- (2) "Audit" means an examination of records or financial accounts to verify their accuracy.
- (3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.
- (4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.
- (5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and sub-grantee.
- (6) "Fiscal Year" means the annual operating year of the non-State entity.
- (7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.
- (8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.
- (9) "Grant" means financial assistance provided by an agency, grantee, or sub-grantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or sub-grantee during the performance of the grant.
- (10) "Grantee" has the meaning in NCGS 143C-6-23(a)(2): a non-State entity that receives a grant of State funds from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto. For purposes of this contract, Grantee also includes other State agencies such as universities.
- (11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
- (12) "Non-State Entity" has the meaning in NCGS 143C-1-1(d)(18): A firm, corporation, partnership, association, county, unit of local government, public authority, or any other person, organization, group, or governmental entity that is not a State agency, department, or institution.
- (13) "Public Authority" has the meaning in NCGS 159-7(10): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation, (ii) is not subject of the State Budget Act, and (iii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.
- (14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.
- (15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.
- (16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal and State funds maintain their identity as they are sub-granted to other organizations. Pursuant to NCGS 143C-6-23(a)(1), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.
- (17) "Sub-grantee" has the meaning in NCGS 143C-6-23(a)(4): a non-State entity that receives a grant of State funds from a grantee or from another sub-grantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.

- (18) "Unit of Local Government has the meaning in NCGS 159-7(b)(15): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by NCGS 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

Relationships of the Parties

Independent Contractor: The Grantee is and shall be deemed to be an independent contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Agency.

Subcontracting: To subcontract work to be performed under this contract which involves the specialized skill or expertise of the Grantee or his employees, the Grantee first obtains prior approval of the Agency Contract Administrator. In the event the Grantee subcontracts for any or all of the services or activities covered by this contract: (a) the Grantee is not relieved of any of the duties and responsibilities provided in this contract; (b) the subcontractor agrees to abide by the standards contained herein or to provide such information as to allow the Grantee to comply with these standards, and; (c) the subcontractor agrees to allow state and federal authorized representatives access to any records pertinent to its role as a subcontractor.

Sub-grantees: The Grantee has the responsibility to ensure that all sub-grantees, if any, provide all information necessary to permit the Grantee to comply with the standards set forth in this Contract.

Assignment: The Grantee may not assign the Grantee's obligations or the Grantee's right to receive payment hereunder. However, upon Grantee's written request approved by the issuing purchasing authority, the Agency may:

- (a) Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
- (b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s).

Such approval and action does not obligate the State to anyone other than the Grantee and the Grantee remains responsible for fulfillment of all contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this Contract inures to the benefit of and is binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, are strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any

third person receiving services or benefits under this Contract is an incidental beneficiary only.

Indemnity

Indemnification: In the event of a claim against either party by a third party arising out of this contract, the party whose actions gave rise to the claim is responsible for the defense of the claim and any resulting liability, provided that a party may not waive the other party's sovereign immunity or similar defenses. The parties agree to consult with each other over the appropriate handling of a claim and, in the event they cannot agree, to consult with the Office of the Attorney General.

Insurance: During the term of the contract, the Grantee at its sole cost and expense provides commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Grantee provides and maintains the following coverage and limits:

- (a) **Worker's Compensation:** The Grantee provides and maintains Worker's Compensation insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Grantee's employees who are engaged in any work under this contract. If any work is sublet, the Grantee requires the subgrantee to provide the same coverage for any of his employees engaged in any work under this contract.
- (b) **Commercial General Liability:** General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
- (c) **Automobile:** Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles used in performance of the contract. The minimum combined single limit is \$500,000.00 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist; and \$25,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the Grantee and is of the essence of this contract. The Grantee may meet its requirements of maintaining specified coverage and limits by demonstrating to the Agency that there is in force insurance with equivalent coverage and limits that will offer at least the same protection to the Agency. Grantee obtains insurance that meets all laws of the State of North Carolina. Grantee obtains coverage from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Grantee complies at

all times with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the Grantee do not limit the Grantee's liability and obligations under the contract.

Default and Termination

Termination by Mutual Consent: Either party may terminate this agreement upon sixty (60) days notice in writing from the other party. In that event, all finished or unfinished documents and other materials, at the option of the Agency, be submitted to the Agency. If the contract is terminated as provided herein, the Grantee is paid in an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Grantee covered by this agreement; for costs of work performed by subcontractors for the Grantee provided that such subcontracts have been approved as provided herein; or for each full day of services performed where compensation is based on each full day of services performed, less payment of compensation previously made. The Grantee repays to the Agency any compensation the Grantee has received which is in excess of the payment to which he is entitled herein.

Termination for Cause: If, through any cause, the Grantee fails to fulfill in timely and proper manner the obligations under this agreement, the Agency thereupon has the right to terminate this contract by giving written notice to the Grantee of such termination and specifying the reason thereof and the effective date thereof. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Grantee, at the option of the Agency, be submitted to the Agency, and the Grantee is entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The Grantee is not relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this agreement, and the Agency may withhold payment to the Grantee for the purpose of set off until such time as the exact amount of damages due the Agency from such breach can be determined.

Waiver of Default: Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee is not a waiver of any subsequent default or breach and is not a modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Agency and the Grantee and attached to the contract.

Availability of Funds: The parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.

Force Majeure: Neither party is in default of its obligations hereunder if it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: Any and all copyrights resulting from work under this agreement shall belong to the Grantee. The Grantee hereby grants to the North Carolina Department of Environmental Quality a royalty-free, non-exclusive, paid-up license to use, publish and distribute results of work under this agreement for North Carolina State Government purposes only.

Compliance with Applicable Laws

Compliance with Laws: The Grantee understands and agrees that it is subject to compliance with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Equal Employment Opportunity: The Grantee understands and agrees that it is subject to compliance with all Federal and State laws relating to equal employment opportunity.

Confidentiality

Confidentiality: As authorized by law, the Grantee keeps confidential any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Grantee under this agreement and does not divulge or make them available to any individual or organization without the prior written approval of the Agency. The Grantee acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Contract or without the prior written approval of the Agency.

Oversight

Access to Persons and Records: The State Auditor and the using agency's internal auditors shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with NCGS 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance). The Contractor shall retain all records for a period of six (6) years

following completion of the contract or until any audits begun during this period are completed and findings resolved, whichever is later.

Record Retention: The Grantee may not destroy, purge or dispose of records without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of six (6) years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to Federal policy and regulations, record retention may be longer than six (6) years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has started before expiration of the six (6) year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular six (6) year period described above, whichever is later.

Time Records: The GRANTEE will maintain records of the time and effort of each employee receiving compensation from this contract, in accordance with the appropriate OMB circular.

Miscellaneous

Choice of Law: The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Agency and the Grantee.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of this Contract.

Care of Property: The Grantee agrees that it is responsible for the proper custody and care of any State owned property furnished him for use in connection with the performance of his contract and will reimburse the State for its loss or damage.

Ownership of equipment purchased under this contract rests with the Grantee. As it relates to software development or study results, ownership rests with the Agency. In the event that clarification of ownership is required, the Agency Contract Administrator will make the determination.

Travel Expenses: All travel, lodging, and subsistence costs are included in the contract total and no additional payments will be made in excess of the contract amount indicated in above. Contractor must adhere to the travel, lodging and subsistence rates established in the Budget Manual for the State of North Carolina.

Sales/Use Tax Refunds: If eligible, the Grantee and all sub-grantees shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to NCGS 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Grantee may not use the award of this Contract as a part of any news release or commercial advertising.

Recycled Paper: The Grantee ensures that all publications produced as a result of this contract are printed double-sided on recycled paper.

Sovereign Immunity: The Agency does not waive its sovereign immunity by entering into this contract and fully retains all immunities and defenses provided by law with respect to any action based on this contract.

Gratuities, Kickbacks or Contingency Fee(s): The parties certify and warrant that no gratuities, kickbacks or contingency fee(s) are paid in connection with this contract, nor are any fees, commissions, gifts or other considerations made contingent upon the award of this contract.

Lobbying: The Grantee certifies that it (a) has neither used nor will use any appropriated funds for payments to lobbyist; (b) will disclose the name, address, payment details, and purpose of any agreement with lobbyists whom the Grantee or its sub-tier contractor(s) or sub-grantee(s) will pay with profits or non-appropriated funds on or after December 22, 1989; and (c) will file quarterly updates about the use of lobbyists if material changes occur in their use.

By Executive Order 24, issued by Governor Perdue, and NCGS § 133-32: It is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Natural and Cultural Resources, Environmental Quality, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and NCGS Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24."

ON FILE DOCUMENTS
2022-2022 PUBLIC BEACH AND COASTAL WATER ACCESS GRANT
BEAUFORT COUNTY – WRIGHT’S CREEK IMPROVEMENTS PHASE 3
GRANT CONTRACT NO.

The following documents along with the **Governor’s grant award letter**, are on file and available for review at North Carolina Division of Coastal Management’s (DCM) main office in Morehead City, located at 400 Commerce Avenue. The contact phone number is 252-515-5400.

1. North Carolina Public Beach and Coastal Waterfront Access Fund 2022-23 Cycle Grant Pre-application RFP packet
2. Beaufort County 2022-23 Pre-application submission.
3. North Carolina Public Beach and Coastal Waterfront Access Fund 2022-23 Cycle Grant Final Application RFP packet
4. Beaufort County 2022-23 Final Application submission.



NORTH CAROLINA COASTAL MANAGEMENT

Public Beach and Coastal Waterfront Access Program

Beaufort County – Wright's Creek Phase III 2022-2023

Local Government: Beaufort County

Federal ID #: 56-6001521

Local Project Administrator:
Brian Alligood, County Manager
121 W 3rd Street
Washington, NC 27889

Phone: (252) 946-0079

Email: brian.alligood@co.beaufort.nc.us

Site Location/ Address: Site is located at Wilkins Rd. (SR-1726) Belhaven, NC 27810 (no address number assigned). The parcel is located at the end of Wilkins Rd. on the right-hand side, adjacent to the NC Wildlife Boat Ramp. Deed # is 201600454 and is in Book 1892, Page 882-884, dated 2/2/2016.

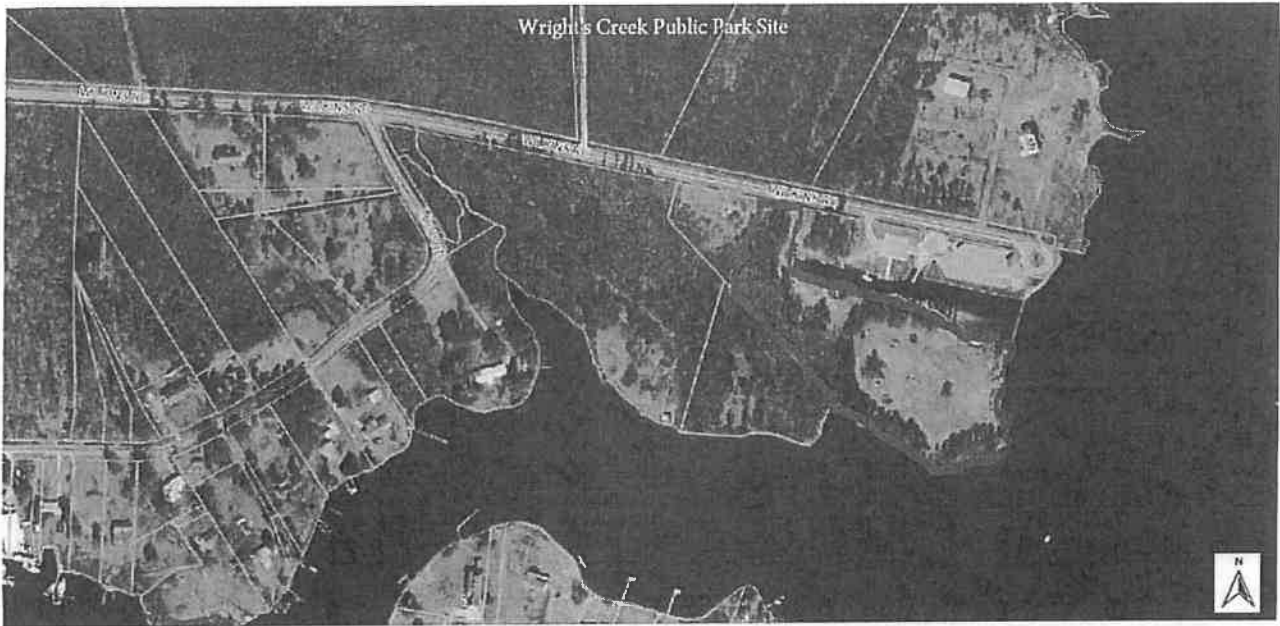
Project Description: permit, design, and construction of an entrance drive, 10' width x 1,200 linear ft. of a walking trail, a 30' x 40' picnic shelter with tables, grills, and trash bins, a 6' width, 120 linear feet boardwalk with railing and a 20' diameter circular gazebo, and a living shoreline demonstration site. The entire walking trail will be asphalt paved for ADA accessibility and provide ADA accessibility to all improvements including the picnic shelter, the boardwalk with gazebo, and the living shoreline demonstration site. The large picnic shelter will be on a concrete pad for ADA accessibility. The boardwalk and gazebo will also be ADA accessible.

Site Description: Most of the park site is cleared of vegetation, with a few large trees located on the northern edge of the parcel and the southern and western edges of the parcel. The site has over 1,500 ft of shoreline on Wright's Creek, which provides access to the Pungo and Pamlico Rivers and the Intracoastal Waterway.

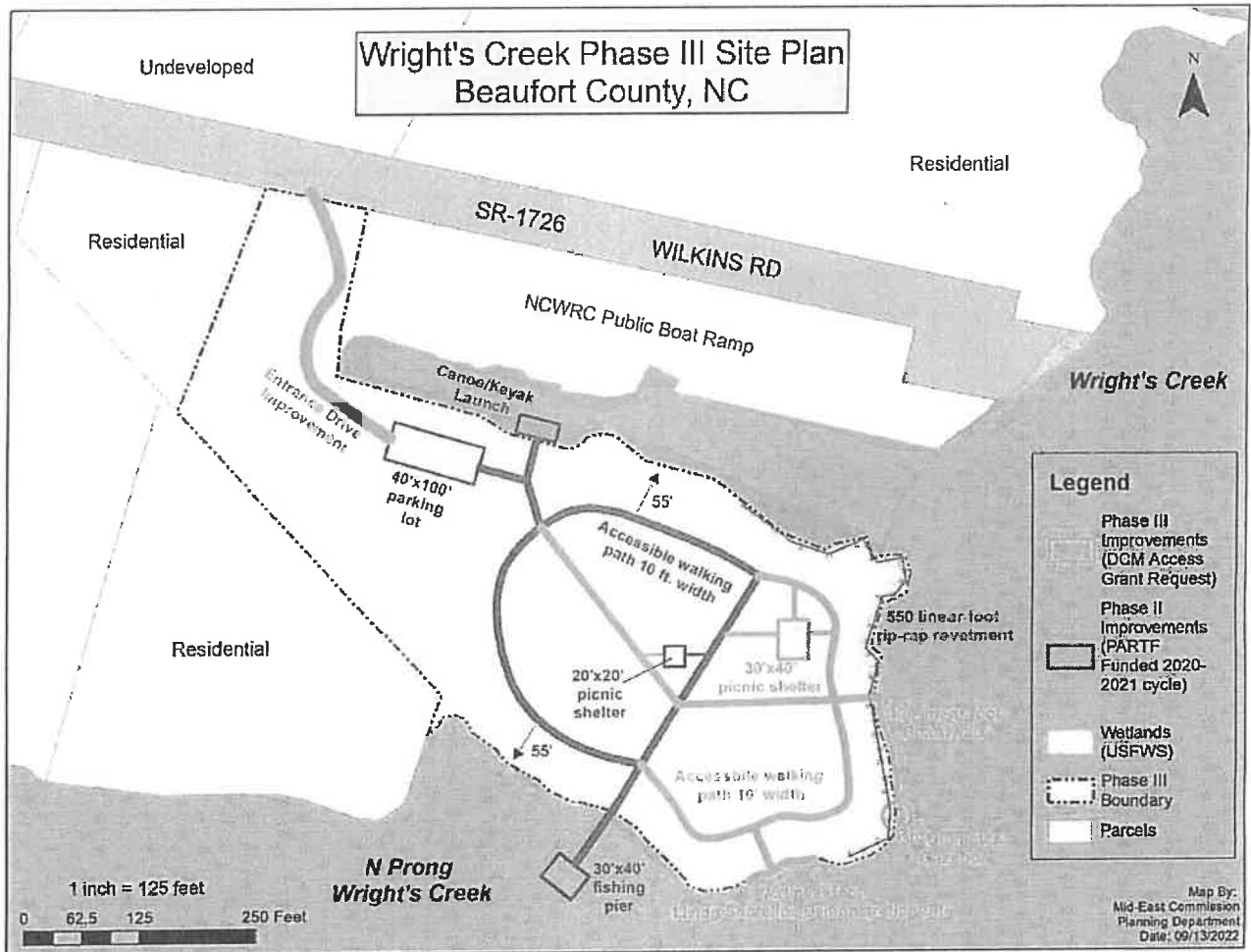
A. REGIONAL LOCATION MAP



B. VICINITY MAP



- C. **PROJECT SITE PLAN:** Below is the Project Site Plan submitted by the local community. The site plan is provided for reference only. Only those improvements specifically mentioned in the Project Description will be considered under the grant award.



D. OTHER REQUIREMENTS, GUIDANCE AND CONDITIONS:

1. Costs ineligible for grant award reimbursement or local match, unless specifically included in project description:
 - a. Ineligible items: Tools, maintenance equipment, office equipment and indoor furniture.
 - b. Environmental Assessments other than preliminary work associated with site planning and wetland delineation.
 - c. Remediation Plans associated with contaminated sites. However, some costs of actual remediation or clean up may be eligible for in-kind match.
 - d. Restoration plans: Wetland restoration may be eligible for cash or in-kind match credit.
 - e. Attorney Fees: No fees for permitting, condemnation or other litigation will be considered.
2. Other state and federal requirements:
 - a. All utility lines funded with a grant award must be placed underground unless otherwise agreed to within the contract.
 - b. All facilities funded with a grant award must comply with the Americans with Disabilities Act Accessibility Guidelines (ADAAG). Prior to closing out a project and receiving final payment of grant funds, the local building official will be required to provide a letter certifying compliance.
3. Project signage, retention of use, and operation and maintenance:
 - a. The community is required to install CAMA public access signs at the project site(s). The State will provide these signs at no cost to the community.
 - b. Any future improvements, modifications, or changes to the project site are required to be subject to full review and approval by DEQ/DCM. This can include any changes that require permits or any modifications (reductions or additions) to recreational amenities. Unapproved changes to the project site may be or can be the cause for DEQ to seek repayment of previously granted funds for site acquisition and improvements.
 - c. The community is required to allow the inspection of property and facilities acquired or in development pursuant to the grant award by DEQ/DCM to ensure work progress is in accordance with the grant award, including a final inspection upon project completion.
 - d. Development plans and specifications are required to be available for review by DEQ/DCM upon request. All significant deviations from the project proposal outlined in the grant award will be required to be submitted to DEQ/DCM for prior approval.
 - e. The acquisition cost or fair market value of real property, including interest in donated lands, is required to be based upon the appraisal of a licensed appraiser. The reports are required to be provided for review and acceptance by DEQ/DCM. Grant funds dispersed for acquisition cannot exceed the fair market value of the real property associated with the award. If the negotiated purchase price or a subsequent appraisal value is greater than the project cost as presented in the final application, the grantee must pay the additional cost.
 - f. Any tract or parcel of, or interest in, real property subject to being purchased under the provisions of the grant award that is determined by DEQ/DCM for any reason not to be suitable can be the basis for all obligations of the State to cease with regard to the property associated with the award.
 - g. Retention of Use: All grants to local governments for land acquisitions shall be made on the following conditions:
 1. The local government agrees to dedicate acquired lands in perpetuity for public access and for the benefit of the general public. The dedication shall be recorded in the office of the register of deeds in the county where the dedicated lands are located.
 2. If Program grant funds are used to acquire a lease or easement, the lease or easement agreement shall have a minimum term of 25 years.

3. If the local government uses the property for a purpose other than beach or coastal waters access or elects to sell or otherwise dispose of the property, the local government shall reimburse the State an amount that is the greater of (i) the amount of Program grant funds provided to purchase the property or (ii) an amount equal to the same proportion of the current market value of the property as the proportion of the original purchase price of the property funded with Program grant funds.
- h. Operation and Maintenance: The community is required to agree to operate and maintain solely at its own expense, insofar as it is legally empowered to do so, for as long as they exist, the facilities and areas covered by the grant award contract; these requirements will survive the closeout of the contract. Acquired or developed property is required to be operated and maintained as follows:
 1. The property must be maintained in such a manner that DEQ/DCM finds it to appear attractive and inviting to the public.
 2. Sanitation must be kept at reasonable standards for public use. Fire protection and other similar services must be maintained in accordance with applicable state and local public health standards.
 3. Properties must be kept reasonably safe for public use. The community will determine the level of maintenance and supervision necessary to maintain the facility in a safe condition.
 4. Buildings, roads, and other structures and improvements must be kept in reasonable repair throughout their estimated lifetime, so as to prevent undue deterioration and not to discourage public use.
 5. Buildings, roads, and other structures and improvements must be kept open for public use at reasonable hours and times of the year, according to the type of area or facility.
 6. Reasonable user fees may be assessed, as long as those fees are used exclusively for the operation, maintenance, and enhancement of existing public access sites, including trash removal, law enforcement and public safety, beach nourishment projects or the provision of new public access sites through acquisition or easement. Local governments shall prepare annual accounting reports for fees generated by Public Beach and Coastal Waterfront Access Program funded access sites and shall make the report. Accounting reports may be included in Biannual LUP Implementation Status Reports required under 15A NCAC 07B .0804.
- i. Reasonable Use Limitations: The use of property acquired or developed with grant assistance may not be changed from that proposed and approved in the grant award, unless approval is obtained from DEQ/DCM. The community may impose reasonable limits on the type and extent of use of areas and facilities acquired or developed with grant assistance when such a limitation is necessary for maintenance or preservation. All limitations will be required to be in accord with the applicable grant contract.
- j. Use of Proceeds of Sales of assisted areas and facilities: The proceeds of sale of assisted areas and facilities will be required to be held by DEQ/DCM or community and be disposed of only in accordance with a plan approved by DEQ/DCM.
4. Notice of Limitations of Use and Restrictions: The community and/or owner of the real property acquired or improved with grant funds awarded is required to file in the office of the local Register of Deeds a Notice of Limitation of Use and Restrictions that sets forth the land-use restrictions outlined in the grant award contract and to provide a copy to DEQ/DCM.
5. Acquisition and Development of the Site: Following acquisition, the Grantee has five years to begin developing facilities that ensure the site is useable for public access. Prior to closeout, a 'Plan for Future Development' must be provided which describes how the public will be able to use the site for public access until facilities are provided. A conceptual site plan showing proposed facilities and a timeline for development. Failure to ensure the property is accessible for public access after five years will be the basis for meeting Section D. Condition 3 (g).

Local Government: Town of Atlantic Beach
Project: DoubleTree East Dune Crossover Public Water Access

E. BUDGET SUMMARY

Project Elements	Grant	Cash Match	In Kind	Total
Land Acquisition Costs				
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
Permit and Design Fees				
Living shoreline demonstration site - site analysis and design	\$ 14,825.00	\$ 4,875.00	\$	\$ 19,700.00
Design fees for all other DCM improvements (10% of construction cost)	\$ 31,928.00	\$ 10,642.00	\$	\$ 42,570.00
	\$	\$	\$	\$
Site Improvement Costs: Materials				
Total material cost for DCM requested improvements - see attachment	\$ 203,378.00	\$ 67,793.00	\$	\$ 271,171.00
Total material cost for PARTF funded improvements - see attachment	\$	\$ 103,590.00	\$	\$ 103,590.00
	\$	\$	\$	\$
Site Improvement Costs: Labor				
Total labor cost for DCM requested improvements - see attachment	\$ 135,585.00	\$ 45,195.00	\$	\$ 180,780.00
Total material cost for PARTF funded improvements - see attachment	\$	\$ 69,060.00	\$	\$ 69,060.00
	\$	\$	\$	\$
Local Administrative Costs				
DCM Grant administration (5% of project cost)	\$ 19,284.00	\$ 6,427.00	\$	\$ 25,711.00
	\$	\$	\$	\$
	\$	\$	\$	\$
Totals	\$ 405,000.00	\$ 307,582.00	\$	\$ 712,582.00
Match Percentages	57 %	43 %	0 %	100 %

Below is the Project Timeline for improvements under the grant award. Progress monitoring will occur at 6-month intervals for the duration of the 18-month contract. Adjustments to the timeline will require approval by the Contract Administrator.

F. PROJECT SCHEDULE & ACTIVITIES CHART

This chart illustrates grant and local cash match amounts tied to deliverables per project period. Local funds must be spent before drawing down grant funds. In-kind match is not illustrated or represented in this chart. However, in-kind match documentation must still be reported at the time of project closeout.

Total Grant Funds: \$ 405,000 + Total Local Funds: \$ 307,582 = Total: \$ 712,582

Grant funds to be spent \$ <u>75,000</u> Local Funds to be spent \$ <u>25,000</u>	Work to be completed ____% • Return contract • Design work • RFQ(s) for contractor selection • Contractor selection • Land preparation
PROJECT PERIOD 2	
Grant funds to be spent \$ <u>165,000</u> Local Funds to be spent \$ <u>343,791</u>	Work to be completed ____% • Construction • • • •
PROJECT PERIOD 3	
Grant funds to be spent \$ <u>165,000</u> Local Funds to be spent \$ <u>343,791</u>	Work to be completed ____% • Construction • Final Inspections/Close out • • •

*The final project period includes a holdback of 10% of the grant award, which is retained until a closeout packet is received and approved by the District Planner/Contract Administrator.

G. PROJECT/CONSTRUCTION/PROCESSES/REPORTING BY THE APPLICANT

1. The project will be required to be completed consistent with 15A NCAC 7M SECTION .0300 and all deliverables outlined in the "Project Schedule and Activities Chart".
2. The DEQ/DCM will withhold the initial payment of grant funds until the community has documented expenditure of the local cash match sum. The in-kind services match is to be documented by the community and delivered to DCM with contract closeout materials.
3. Consistent with the "Project Schedule & Activities Chart", the community will be required to submit reports as to the status and progress of the project. The local District Planner (Contract Administrator) will provide the periodic and final closeout report form templates.
4. Grant funds will not be disbursed until a Title Opinion for the site has been submitted to and approved by the local District Planner/Contract Administrator.
5. No construction credited towards the grant is to occur prior to the receipt of all required local, state, and federal permits. Coordination with permitting agency personnel will be required to assure the least amount of impact on coastal resources.
6. If the community subcontracts with a company engaged in another project(s) for the locality, all accounting and reporting specific to the project associated with the grant award will be required to be wholly separate from that of the other project(s).

Reimbursement of project cost:

7. Actual payments of the award will be based on the local District Planner/Contract Administrator's approval of a monitoring report. Final requisitions and invoices for payment will be required to be received by DCM within 30 days after the end of the grant contract period. Upon approval of the closeout packet, the State will release the final 10% as provided for in the contract.
8. The community is required to maintain and make available to DEQ/DCM upon request all bid documents and accurate records of all expenditures for costs applicable to the grant award, and to submit properly certified billings for such costs on forms as may be prescribed by DEQ/DCM. The community will need to keep complete accounting records, including original invoices, payrolls, contracts, or other documents clearly showing the nature and property of all costs incurred under the grant award for a period of five years following project completion, or until an audit has been completed, whichever is later. All accounting records and supporting documents must clearly display the project's contract number assigned by the State.
9. Community will be required to agree to refund to DEQ/DCM, subsequent to an audit of the project financial records by DEQ/DCM, any funds not expended in compliance with the grant contract.
10. **Cash and In-kind Contributions (General):** Cash and in-kind contributions may be claimed as part of the local government's match when such contributions meet all of the following criteria:
 - a. Are provided for in the project budget approved by DCM;
 - b. Are verifiable from the local government's records;
 - c. Are necessary and reasonable for proper and efficient completion of the project;
 - d. Are not included as contributions for matching any other state or federally assisted projects or program, except where authorized by state or federal statute;

- e. Use of other state or federal funds for local cash match must be identified to ensure that double matching does not occur;
- f. Do not include N.C. state sales tax; and
- g. Conform to other provisions of these guidelines, as applicable.

In general, in-kind contributions are derived from resources already on hand or from donations, whereas, cash contributions will be utilized to purchase new services or equipment necessary for proper completion of the access project.

10. Cash Contributions: Local cash contributions may be claimed for the following accountable items: planning and project design fees, permit fees, land acquisition (including survey and appraisal), labor (other than local government salaried employees), materials, construction equipment rental, amenities, and infrastructure. These costs must be incurred during the contract period.
11. Site Amenities: The cost of amenities purchased by the grantee during the contract period may be included as part of the cash contribution if it is an integral part of the access facility or its construction as presented in the final application submitted to the Division of Coastal Management and specified in the contract. Examples include park benches, bike racks, water fountains, trashcans, and lights.
13. Rental of Construction Equipment: If the local government must rent construction equipment to complete the proposed project, such as front loaders, graders or dump trucks, rental costs may be included as cash contribution. The purchase of tools, maintenance equipment, office equipment and indoor furniture are not eligible for reimbursement with grant funds. (Also see 17b below).
14. State and Federal Funds: State and federal funds may be counted as cash match, provided the funds are not being used as a match for other programs. Such funds must be identified within the project budget chart. Local government employee salaries do not qualify as cash match, but may be counted toward in-kind match.
15. In-kind Contributions: In-kind contributions may be claimed for the following accountable items: project design fees, permit fees, land acquisition (including survey and appraisal), labor (including local government salaried employees), materials, construction equipment rental, amenities, and infrastructure. These costs must be incurred during the contract period, except as specifically indicated below.
 - a. Site Assessments: Title opinions, property appraisals, boundary surveys, and wetland delineations associated with land acquisitions and site improvements may be counted toward in-kind match, provided the costs are incurred within three (3) years of the grant award date. Please note the District Planner/Contract Administrator can require a more current appraisal.
 - b. Donations of Property and Services: Land/Structures - If the local government has land that has recently been donated or that will be donated, or structures for an access facility, and the donation is allowed by DCM to be counted as local contribution, the value of the donation for purposes of in-kind contributions shall be established by an independent licensed appraiser. The donor of the land must be a private or non-profit organization, or individual. The community must provide a five-year history of conveyance for the property. Land that is transferred to the community due to a statute or rule is not considered a donation. If a landowner is proposing to sell land to the community for less than the appraised value, the amount of the donation is the difference between the appraised value and the amount paid by the applicant. Donation to, or acquisition of, the property/structure by the local government must have occurred within five (5) years of the grant award. A long-term easement (more than 25 years from the date of the grant award) of land may also be considered under this guideline.

- c. Property Lease: Lease arrangements must be for the life of the project (25 years). When property is leased to the local government for an annual fee, the first year's lease payment may be considered as in-kind contribution.
 - d. Professional Fees: If the usual fees of a licensed professional, such as architects and engineers, are waived or donated to the local government for work associated with the access project, the fees may be claimed as in-kind contributions. Rates shall be consistent with local pay scales. Partial contribution of a fee (for example, the balance of a discount rate) will not be considered as in-kind match. All volunteer services must be documented by invoice showing the billing rate for the service and the number of hours, and that the charges are forgiven.
 - e. Construction Equipment: The use of privately-owned construction equipment (graders, loaders, dump trucks, etc.) donated for construction of the access facility may be claimed as in-kind contribution. The use value of the rented equipment shall not exceed its fair rental value. Use of public agency equipment is not eligible for matching.
 - f. Building Materials, Site Amenities and Landscaping Materials: Building materials (lumber, hardware, marl, etc.), site amenities (benches, bike racks, water fountains, etc.) and landscaping materials (plants, soil, timbers) donated to the project may be claimed as in-kind contribution. The value of any of these goods shall not exceed fair market value at the time of donation. To be eligible as in-kind contributions, the building material, amenities or landscape materials must be an integral part of the original access project as presented in the Final Application submitted to DCM and specified in the contract.
16. FEMA Buyout Properties: Property that was part of a FEMA buyout or other similar mitigation program is eligible for this grant program, provided the original conditions for the buyout is not in conflict with the proposed improvements. Use of recent buyout property's value as in-kind match may be considered similarly as previously purchased or donated property.
17. Volunteer Services: The eligibility of volunteer services as in-kind contribution is limited to professional engineering and architectural services when those services are not found in the local government. Paid fringe benefits that are reasonable, allowable and allocable may be included in the valuation, if approved by DCM. When an employer other than the local government furnishes the services of an employee, or when an individual contractor volunteers, these services shall be valued at the employee's regular rate of pay (plus an amount of fringe benefits, as described above), provided these services employ the same technical skill for which the employee is normally paid. All volunteer services must be documented by signed invoice showing the billing rate for the service, number of hours, and a statement that the charges are forgiven.
- a. Excluded from volunteer services are prison labor, court-required community service and other work programs, and volunteer civic groups.
 - b. In those instances in which the required skills are not found in the local government, or for other activities specifically approved by DCM, rates shall be consistent with those paid for similar work in the labor market in which the local government competes for the kind of services involved. In either case, paid fringe benefits that are reasonable, allowable, and allocable may be included in the valuation.
18. Site Control: The applicant must own or have at least a 25-year lease or easement on the property where improvements or renovated facilities would be located. The community must submit copies of the deed or of the signed lease or easement, as well as the opinion by the community's attorney, regarding site control as part of the Final Application submittal. *Proposals that include the leasing or acquisition of easements as part of the total project cost must include them in both the project description and budget chart.* Leases and easements shall be recorded in a similar manner as Section D., Condition 4.

19. Joint-Use Agreement: Where property is owned or controlled by another governmental entity or agency, a joint-use agreement may suffice, subject to approval of DEQ. (Also see Section G., Condition 18)
20. When to Take Title to Land/Leases/Easements: All communities must sign a contract with the State *before* accepting title/lease/easement to land that will be accomplished using grant funds, unless otherwise approved by DCM. This also applies to property that is donated to the local government. The exception is when the intent is to use it toward in-kind match.

H. SIGNATURE

Signature: 

Title: COUNTY MANAGER

Date: 2/9/23

Notice of Certain Reporting and Audit Requirements

A recipient or subrecipient shall comply with the all rules and reporting requirements established by statute or administrative rules found in 09 NCAC Subchapter 3M. For convenience, the requirements of 09 NCAC Subchapter 3M.0205 are set forth in this Attachment.

Reporting Thresholds.

There are three reporting thresholds established for recipients and subrecipients receiving State awards of financial assistance. The reporting thresholds are:

- (1) Less than \$25,000 – A recipient or subrecipient that receives, hold, uses, or expends State financial assistance in an amount less than twenty-five thousand dollars (\$25,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
 - (A) A certification that State financial assistance received or held was used for the purposes for which it was awarded; and
 - (B) An accounting of all State financial assistance received, held, used, or expended.
- (2) \$25,000 up to \$500,000 – A recipient or subrecipient that receives, holds uses, or expends State financial assistance in an amount of at least twenty-five thousand (\$25,000) but less than five hundred thousand dollars (\$500,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
 - (A) A certification that State financial assistance received or held was used for the purposes for which it was awarded; and
 - (B) An accounting of all State financial assistance received, held, used, or expended.
 - (C) A description of activities and accomplishments undertaken by the recipient, including reporting on any performance measures established in the contract.
- (3) Greater than \$500,000 – A recipient or subrecipient that receives, holds, uses, or expends State financial assistance in the amount equal to or greater than five hundred thousand dollars (\$500,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
 - (A) A certification that State financial assistance received or held was used for the purposes for which it was awarded; and
 - (B) An accounting of all State financial assistance received, held, used, or expended.
 - (C) A description of activities and accomplishments undertaken by the recipient, including reporting on any performance measures established in the contract.
 - (D) A single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book.

Other Provisions:

1. All reports shall be filed with the disbursing agency in the format and method specified by the agency no later than three (3) months after the end of the recipient's fiscal year, unless the same information is already required through more frequent reporting. Audits must be provided to the funding agency no later than nine (9) months after the end of the recipient's fiscal year.
2. Unless prohibited by law, the costs of audits made in accordance with the provisions of 09 NCAC 03M .0205 shall be allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in the Code of Federal Regulations, 2CFR Part 200. The cost of any audit not conducted in accordance with this Subchapter shall not be charged to State awards.
3. Notwithstanding the provisions of 09 NCAC 03M .0205, a recipient may satisfy the reporting requirements of Part (3)(D) of this Rule by submitting a copy of the report required under the federal law with respect to the same funds.
4. Agency-established reporting requirements to meet the standards set forth in this Subchapter shall be specified in each recipient's contract.

BOARD OF COMMISSIONERS
Frankie Waters, Chairman
Jerry E. Langley, Vice Chairman
Ed Booth
Stan Deatherage
John Rebholz
Hood Richardson
Randy Walker



COUNTY OFFICIALS
Brian M. Alligood, County Manager
Katie Mosher, Clerk to the Board
Anita C. Radcliffe, Finance Director
David Francisco, County Attorney

**BEAUFORT COUNTY
NORTH CAROLINA**

CONFLICT OF INTEREST POLICY

Conflict of Interest Defined:

A conflict of interest is defined as an actual or perceived interest by a (Staff Member/Board Member) in an action that results in, or has the appearance of resulting in, personal, organizational, or professional gain. A conflict of interest occurs when an Employee/Board Member has a direct or fiduciary interest in another relationship. A conflict of interest could include:

- Ownership with a member of the Board of Directors/Trustees or an Employee where one or the other has supervisory authority over the other or with a client who receives services.
- Employment of or by a member of the Board of Directors/Trustees or an Employee where one or the other has supervisory authority over the other or with a client who receives services.
- Contractual relationship with a member of the Board of Directors/Trustees or an Employee where one or the other has supervisory authority over the other or with a client who receives services.
- Creditor or debtor to a member of the Board of Directors/Trustees or an Employee where one or the other has supervisory authority over the other or with a client who receives services.
- Consultative or consumer relationship with a member of the Board of Directors/Trustees or an Employee where one or the other has supervisory authority over the other or with a client who receives services.

The definition of conflict of interest includes any bias or the appearance of bias in a decision making process that would reflect a dual role played by a member of the organization or group. An example, for instance, might involve a person who is an Employee and a Board Member, or a person who is an employee and who hires family members as consultants.

Employee Responsibilities:

It is in the interest of the organization, individual staff, and Board Members to strengthen trust and confidence in each other, to expedite resolution of problems, to mitigate the effect and to minimize organizational and individual stress that can be caused by a conflict of interest.

Employees are to avoid any conflict of interest, even the appearance of a conflict of interest. This organization serves the community as a whole rather than only serving a special interest group. The appearance of a conflict of interest can cause embarrassment to the organization and jeopardize the credibility of the organization. Any conflict of interest, potential conflict of interest or the appearance of a conflict of interest is to be reported to your supervisor immediately. Employees are to maintain independence and objectivity with clients, the community, and organization. Employees are called to maintain a sense of fairness, civility, ethics, and personal integrity even though law, regulation, or custom does not require them.

Acceptance of Gifts:

Employees, members of employee's immediate family, and members of the Board are prohibited from accepting gifts, money or gratuities from the following:

- a. Persons receiving benefits or services from the organization;
- b. Any person or organization performing or seeking to perform services under contract with the organization;
- c. Persons who are otherwise in a position to benefit from the actions of any employee of the organization.

Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If the employee is acting in any official capacity, honoraria received by an employee in connection with activities relating to employment with the organization are to be paid to the organization.

BOARD OF COMMISSIONERS
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BEAUFORT COUNTY
NORTH CAROLINA

State Grant Certification - No Overdue Tax Debts

Date of Certification: February 9, 2023

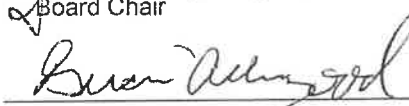
To: State Agency Head and Chief Fiscal Officer

Certification:

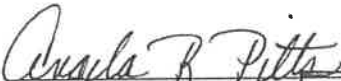
We certify that Beaufort County, NC does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S. 143C-10-1(b).

Sworn Statement:

Frankie Waters, Chairman of the Board of Commissioners, and Brian Alligood, County Manager, being duly sworn, say that we are the Board Chair and the County Manager, respectively, of Beaufort County in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.


Board Chair

County Manager

Sworn to and subscribed before me on the day of the date of said certification.


(Notary Signature and Seal)

My Commission Expires: June 5, 2027

Angela R Pitts
NOTARY PUBLIC
Beaufort County
North Carolina
My Commission Expires June 5, 2027

¹ G.S. 105-243.1 defines: Overdue tax debt. - Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement."



STATE OF NORTH CAROLINA
OFFICE OF THE GOVERNOR

ROY COOPER
GOVERNOR

October 25, 2022

The Hon. Frankie Waters, Chairman
Beaufort County
121 W 3rd Street
Washington, NC 27889

Dear Chairman Waters:

I am pleased to announce that Beaufort County has been awarded a public access grant of \$405,000 through the North Carolina Coastal Management Program.

The Division of Coastal Management in the North Carolina Department of Environmental Quality will be administering this grant. If you have any questions concerning this grant, please contact Rachel Love-Adrick in the Morehead City Regional Office at (252) 515-5403.

Congratulations on being selected for this grant. I hope these funds will help as you work to provide better public access to our beautiful coastal beaches and waterways.

With kind regards, I am

Very truly yours,

A handwritten signature in black ink, appearing to read "Roy Cooper".

Roy Cooper

RAC/swh

cc: Senator Ernestine Bazemore
Representative Keith Kidwell
Braxton C. Davis, Division of Coastal Management

**AN ORDINANCE TO ESTABLISH A GRANT PROJECT
DCM-WRIGHTS CREEK PHASE III
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 Division of Coastal Management Grant Project is for a Public Beach and Coastal Water Access Grant to construct a boardwalk, restroom, fishing pier, picnic shelter, gazebo, site furnishings, parking, walkway, and utilities at Wright's Creek. A county contribution in the amount of \$307,582 is required.

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

REVENUES:

341-3728-439810	Transfer from General Fund	\$ 307,582
341-3728-449011	DCM-Wrights Creek Phase III	<u>405,000</u>
	TOTAL	\$ 712,582

EXPENSES:

341-4928-558014	Planning & Design	62,270
341-4928-524000	Supplies – Materials	374,761
341-4928-544000	Contract Services	249,840
<u>341-4928-519900</u>	<u>Administrative Services</u>	<u>25,711</u>
	TOTAL	\$ 712,582

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 March, 2023.

Attest:

Chairman

Clerk

Budget Amendment Request

Date of Request: 3/6/23

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
10-0991-499100	Fund Balance Appropriated	307,582	
10-9800-598341	Transfer to Wright's Creek Phase III Project	307,582	

State Position No.

14/15

ADDENDUM 7

“Wave Two” Opioid Settlements

Brian Alligood

From: Kevin Leonard <kevin.leonard@ncacc.org>
Sent: Wednesday, February 15, 2023 8:25 AM
To: Commissioners; County Managers; County Attorneys
Cc: Kevin Leonard; Amy Bason
Subject: SUPPLEMENTAL OPIOID SETTLEMENTS - APPROVAL REQUESTED
Attachments: DOJ letter to counties 2.14.23c.pdf; NCACC-Resolution-Template-2nd-Wave-NC-Opioid-Allocation-SAAF-2.8.2023-FINAL.docx; SAAF Clean Final Feb 12 2023 for posting.pdf

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.

Dear County Commissioners, County Managers, and County Attorneys:

As you may have heard NCDOJ recently announced five new opioid settlements with CVS, Walgreens, Walmart, Allergan, and Teva. These settlements will result in an additional \$600 million to North Carolina state and local governments. This is in addition to the first round of settlements which resulted in \$750 million being distributed to North Carolina state and local governments, with 85% going to local governments.

The distribution formula will mirror the original MOA allocation model outlined in the first settlement agreement, which your county signed in 2021. This is good news, and we hope you will sign the agreements as soon as possible.

To receive the settlement funds, several actions are needed.

ACTION ONE:

- Your Board must approve a resolution joining the settlements.
- A sample resolution is attached for your consideration.
- Approving the resolution will authorize your county staff to sign the settlement paperwork.

ACTION TWO:

- County staff needs to sign the settlement paperwork.
- Be sure to sign all five settlements and the Supplemental Agreement for Additional Funds (SAAF).
- Docu-sign links will be provided to county staff (Manager or Attorney) to sign the agreements.

DEADLINE:

- Counties have until April 18 to join and sign the settlement agreements.

HELPFUL MATERIALS ATTACHED:

- Communication from Attorney General Josh Stein
- [Sample Board Resolution](#)
- [Supplemental Agreement for Additional Funds \(SAAF\)](#)

QUESTIONS:

- For legal questions, please consult your county attorney or local counsel.
- NCDOJ – email opioidsettlement@ncdoj.gov
- NCACC – Amy Bason / NCACC Deputy Director & General Counsel / amy.bason@ncacc.org

We hope this information is helpful. Please let us know if we can be of further assistance.

Best,

Kevin Leonard



North Carolina
Association of
County Commissioners

Kevin Leonard

Executive Director

Phone (919) 369-8109

www.ncacc.org

JOSH STEIN
ATTORNEY GENERAL



February 14, 2023

Dear County Commissioners, Managers, and Attorneys:

I am writing with an important update in our collective fight to address the opioid epidemic and save lives – and a request for you to take action to secure additional opioid settlement funds for your county.

As you know, I helped negotiate the \$26 billion national opioid settlements with the “big three” drug distributors plus Johnson & Johnson (“Wave One Settlements”). These funds began flowing to your county in 2022.

We recently negotiated \$21 billion in new settlements with CVS, Walgreens, Walmart, Allergan and Teva (“Wave Two Settlements”). These Wave Two Settlements have the potential to bring significantly greater resources to your county to address the opioid epidemic. North Carolina’s state and local governments stand to receive more than \$600 million from the Wave Two Settlements – in addition to the more than \$750 million we are already receiving from the Wave One Settlements.

In traveling across North Carolina in recent months, I have learned firsthand about the many innovative programs to address the opioid crisis that counties and municipalities are funding with money from the Wave One Settlements. I am excited about the many new or expanded programs that can be funded with additional resources from the Wave Two Settlements.

As with the Wave One Settlements, **North Carolina will receive its full share of payments from the Wave Two Settlements only if all eligible governments, including your county, sign onto each settlement.** And the defendants will agree to finalize the Wave Two Settlements only if the vast majority of local governments across the nation sign onto them.

In the coming days, your county manager or attorney (or other senior staff your county identified in the course of approving the Wave One Settlements) will receive an email from the national administrator, Rubris. The email from Rubris will invite your county to sign onto each of the five new Wave Two Settlements as well as a supplement to the North Carolina Memorandum of Agreement (“MOA”) on the allocation, use, and reporting of funds from the Wave One settlements.

This supplement to the MOA is called the “Supplemental Agreement for Additional Funds from Additional Settlements of Opioid Litigation” or “SAAF” for short. It provides that the bulk of North Carolina’s money from the Wave Two Settlements will go to counties and municipalities to address the opioid crisis. The SAAF extends the basic terms of the MOA governing the Wave One Settlements to the Wave Two Settlements. Like the MOA, the SAAF has the support of my office, the North Carolina Association of County Commissioners (NCACC), and the North Carolina League of Municipalities (NCLM).

April 18, 2023 is the deadline to sign onto the Wave Two Settlements and the SAAF. To assist you in meeting this deadline, NCACC has created a draft resolution template that your county board may adopt to authorize signing onto the Wave Two Settlements and the SAAF. The draft resolution template is available [HERE](#) on NCACC's Opioid Settlement Assistance website; and a link to the template is also available [HERE](#) on the "Wave Two Settlements" page of DOJ's www.MorePowerfulNC.org website. I encourage your county board to adopt its authorizing resolution as soon as possible so that North Carolina can help build national momentum in support of the Wave Two Settlements.

I'm proud that the strong partnership between the state and local governments in North Carolina produced 100% local government participation in the Wave One Settlements. This enabled the state and the participating local governments to receive 100% of our collective share of the national settlement funds.

We are hoping to achieve the same unanimous approval of the Wave Two Settlements. Assuming this high level of participation by local governments across North Carolina and the country, which we expect, your county should start receiving money from the Wave Two Settlements during the second half of 2023. These funds will be in addition to the money you are already projected to receive from the Wave One Settlements. The maximum amount your county is projected to receive from the Wave Two Settlements (along with a reminder of the amount your county is projected to receive from Wave One Settlements) is available [HERE](#) on the "Wave Two Settlements" page of DOJ's www.MorePowerfulNC.org website.

For more information, I encourage you to visit the "Opioid Settlements" section of DOJ's www.MorePowerfulNC.org website. You will find additional tools, resources, and information about the opioid settlements on the Community Opioid Resources Engine for North Carolina (CORE-NC) (<https://ncopioidsettlement.org/>).

If your county has filed a lawsuit against opioid manufacturers or pharmacies, information about the Wave Two Settlements has also been provided to your outside counsel, with whom we encourage you to consult. If you have questions for my team about the Wave Two Settlements or SAAF, please do not hesitate to email us at opioidsettlement@ncdoj.gov.

Thank you for your consideration and partnership in this ongoing effort to save lives and improve the health and well-being of North Carolina residents impacted by the opioid crisis.

Sincerely,

A handwritten signature in black ink, appearing to read "Josh Stein". The signature is fluid and cursive, with the first name "Josh" and last name "Stein" clearly distinguishable.

Josh Stein

2023-03-06-001

**RESOLUTION BY THE COUNTY OF BEAUFORT
AUTHORIZING EXECUTION OF OPIOID SETTLEMENTS AND APPROVING THE
SUPPLEMENTAL AGREEMENT FOR ADDITIONAL FUNDS BETWEEN THE STATE OF
NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE
SETTLEMENT OF OPIOID LITIGATION**

WHEREAS, the opioid overdose epidemic had taken the lives of more than 32,000 North Carolinians (2000-2021);

WHEREAS, the COVID-19 pandemic has compounded the opioid overdose crisis, increasing levels of drug misuse, addiction, and overdose death; and

WHEREAS, the Centers for Disease Control and Prevention estimates the total economic burden of prescription opioid misuse alone in the United States is \$78.5 billion a year, including the costs of healthcare, lost productivity, addiction treatment, and criminal justice involvement; and

WHEREAS, certain counties and municipalities in North Carolina joined with thousands of local governments across the country to file lawsuits against opioid manufacturers, pharmaceutical distribution companies, and chain drug stores to hold those companies accountable for their misconduct; and

WHEREAS, settlements have been reached in litigation against Walmart, Inc., Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Allergan Limited, CVS Health Corporation, CVS Pharmacy, Inc., and Walgreen Co., as well as their subsidiaries, affiliates, officers, and directors named in the these Settlements; and

WHEREAS, representatives of local North Carolina governments, the North Carolina Association of County Commissioners, and the North Carolina Department of Justice have negotiated and prepared a Supplemental Agreement for Additional Funds (SAAF) to provide for the equitable distribution of the proceeds of these settlements; and

WHEREAS, by joining the settlements and approving the SAAF, the state and local governments maximize North Carolina's share of opioid settlement funds to ensure the needed resources reach communities, as quickly, effectively, and directly as possible; and

WHEREAS, it is advantageous to all North Carolinians for local governments, including Beaufort County and its residents, to sign onto the settlements and SAAF and demonstrate solidarity in response to the opioid overdose crisis, and to maximize the share of opioid settlement funds received both in the state and this county to help abate the harm; and

WHEREAS, the SAAF directs substantial resources over multiple years to local governments on the front lines of the opioid overdose epidemic while ensuring that these resources are used in an effective way to address the crisis;

NOW, THEREFORE BE IT RESOLVED, that the Board of Commissioners of Beaufort County hereby authorizes the Chairman of the Board to execute all documents necessary to enter into opioid settlement agreements with Walmart, Walgreens, CVS, Allergan, and Teva, to execute the SAAF, and to provide such documents to Rubris, the Implementation Administrator.

Adopted this the 6th day of March, 2023.

Frankie Waters, Chairman
Beaufort County Board of Commissioners

ATTEST:

Kathleen Mosher, Clerk to the Board

SEAL

Supplemental Agreement for Additional Funds From Additional Settlements of Opioid Litigation

I. PURPOSE

The purpose of this Supplemental Agreement for Additional Funds (“SAAF”) is to direct Additional Funds from Additional Settlements of opioid litigation to the state of North Carolina and local governments in a manner consistent with the Memorandum of Agreement (“MOA”) Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation that has governed the distribution of Opioid Settlement Funds to the State and its Local Governments since May 2022.

This SAAF does not change the scope or meaning of the MOA with respect to Opioid Settlement Funds governed by the MOA. Instead, this SAAF applies the terms of the MOA – with certain clarifications noted below – to the Additional Settlements and Additional Funds described below.

II. SCOPE

- A. Scope of the MOA. Under the terms of the MOA, the MOA governs Opioid Settlement Funds from:
 - 1. The National Settlement Agreement with the drug distributors Cardinal, McKesson, and AmerisourceBergen and the drug maker Johnson & Johnson and its subsidiary Janssen Pharmaceuticals; and
 - 2. The Bankruptcy Resolution with Mallinckrodt; any Bankruptcy Resolution with Purdue; and any other Bankruptcy Resolution as the term “Bankruptcy Resolution” is defined in the MOA.
- B. Scope of this SAAF. This SAAF governs Additional Funds from the Additional Settlements with Additional Settling Defendants Walmart, Inc., Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Allergan Limited, CVS Health Corporation, CVS Pharmacy, Inc., and Walgreen Co., as well as their subsidiaries, affiliates, officers, and directors named in the Additional Settlements.

III. APPLICATION OF THE MOA TO ADDITIONAL SETTLEMENTS AND FUNDS

The MOA, which is incorporated herein by reference, governs Additional Settlements and Additional Funds in every respect, except as set forth hereinbelow. In the event of any conflict between the MOA and this SAAF, with respect to Additional Settlements and Additional Funds, the provisions of this SAAF shall take precedence.

A. Definitions.

1. The definitions used in the MOA are incorporated by reference into this SAAF.
2. "Additional Funds" shall mean all funds allocated by the Additional Settlements to the State or Local Governments for purposes of opioid remediation activities, as well as any repayment of those funds and any interest or investment earnings that may accrue as those funds are temporarily held before being expended on opioid remediation strategies. Not included are funds made available in Additional Settlements for the payment of the Parties' litigation expenses or the reimbursement of the United States Government.
3. "Additional Settlements" means a national opioid settlement agreement with the Parties and one or more of the Additional Settling Defendants concerning alleged misconduct in manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic.
4. "Additional Settling Defendants" means the defendants listed in section II.B of this SAAF.
5. "Local Counsel" means legal counsel and law firms who have a principal office in North Carolina and represented one or more North Carolina counties and municipalities in litigation against one or more Additional Settling Defendant concerning opioids.
6. "National Counsel" means legal counsel and law firms who have a principal office outside of North Carolina and represented various North Carolina counties and municipalities in litigation against one or more Settling Defendant or Additional Settling Defendant concerning opioids.
7. "Required Local Governments" means all North Carolina counties and municipalities that have filed litigation against any of the Settling Defendants or Additional Settling Defendants.

B. Allocation of Additional Funds

1. Method of distribution. Pursuant to any Additional Settlements, Additional Funds shall be distributed directly to the State, Local Governments, and Local Counsel for such uses as set forth in the MOA and this SAAF, provided Opioid Settlement Funds shall not be considered funds of the State, any Local Governments, or any Local Counsel unless and until such time as each distribution is made.
2. Overall allocation of funds. Additional Funds shall be allocated as follows with respect to each payment from the Additional Settling Defendants: (i) 15% directly to the State (“State Additional Abatement Fund”), (ii) 84.62% to abatement funds established by Local Governments (“Local Additional Abatement Funds”), and (iii) 0.38% to a Local Counsel Fee Fund described in section IV of this SAAF.
3. The allocation of Local Additional Abatement Funds between Local Governments shall be as described in MOA section B.3. However, to the extent required by the terms of an Additional Settlement, the proportions set forth in MOA Exhibit G shall be adjusted: (i) to provide no payment from an Additional Settlement to any listed county or municipality that does not participate in the Additional Settlement; and (ii) to provide a reduced payment from an Additional Settlement to any listed county or municipality that signs onto the Additional Settlement after the deadline specified by the Additional Settlement.
4. Municipal allocations of Local Additional Abatement Funds shall be as described in MOA section B.4. Consistent with the manner in which MOA section B.4.b has been interpreted by the parties to the MOA with respect to Opioid Settlement Funds, a municipality that directs Local Additional Abatement Funds to the county or counties in which it is located pursuant to MOA section B.4 shall be relieved of any reporting or other obligations under the MOA with respect to the redirected funds.
5. The use of Additional Funds for opioid remediation activities shall be as described in MOA section B.5.
6. All Parties acknowledge and agree the Additional Settlements will require a Local Government to release all its claims against the Additional Settling Defendants to receive Additional Funds. All Parties further acknowledge and agree based on the terms of the Additional Settlements, a Local Government may receive funds through this SAAF only after complying with all requirements set forth in the Additional Agreements to release its claims.

C. Payment of Litigating and Non-Litigating Parties

No party engaged in litigating the MDL Matter shall receive a smaller payment than a similarly situated non-litigating Party, other than as based on the Allocation Proportions in MOA Exhibit G.

D. Special Revenue Fund

Every Local Government receiving Additional Funds shall either (1) deposit the Additional Funds in the special revenue fund that the Local Government created for Opioid Settlement Funds pursuant to MOA section D.1 or (2) create a separate special revenue fund as described in MOA section D.1 that is designated for the receipt and expenditure of the Additional Funds. In either case, every Local Government receiving Additional Funds shall abide by MOA section D and other relevant provisions of the MOA with respect to the Additional Funds in the special revenue fund.

E. Opioid Remediation Activities

1. Local Governments shall expend Additional Funds according to the requirements for Opioid Settlement Funds stated in MOA section E.
2. The coordination group established by MOA section E.7 and described in MOA Exhibit D shall have the same responsibilities with respect to remediation activities funded by Additional Funds and related requirements and procedures that it has with respect to the Opioid Settlement Funds covered by the MOA.

F. Auditing, Compliance, Reporting, and Accountability

1. The Auditing, Compliance, Reporting, and Accountability provisions stated in MOA section F shall apply to Additional Funds in the way they apply to Opioid Settlement Funds.
2. The coordination group established by MOA section E.7 and described in MOA Exhibit D shall have the same responsibilities with respect to auditing, compliance, reporting, and accountability provisions relating to Additional Funds that it has with respect to the Opioid Settlement Funds covered by the MOA.

G. Effectiveness

1. When this SAAF takes effect. This SAAF shall become effective at the time a sufficient number of Local Governments have joined the SAAF to qualify the SAAF as a State-Subdivision Agreement under the Additional Settlements. If this SAAF does not thereby qualify as a State-Subdivision Agreement, this SAAF will have no effect.
2. Amendments to the SAAF.
 - a. Amendments to conform to final national documents. The Attorney General, with the consent of a majority vote from a group of Local Government attorneys appointed by the Association of County Commissioners, may initiate a process to amend this SAAF to make any changes required by the final provisions of the Additional Settlements. The Attorney General's Office will provide written notice of the necessary amendments to all the previously joining parties. Any previously joining party will have a two-week opportunity to withdraw from the SAAF. The amendments will be effective to any party that does not withdraw.
 - b. Coordination group. The coordination group may make the changes to the SAAF described and authorized in MOA Exhibit D.
 - c. No amendments to allocation between Local Governments. Notwithstanding any other provision of this SAAF, the allocation proportions set forth in MOA Exhibit G may not be amended.
 - d. General amendment power. After execution, the coordination group may propose other amendments to the SAAF, subject to the limitation in Section G.2.c of this SAAF. Such amendments will take effect only if approved in writing by the Attorney General and at least two-thirds of the Local Governments who are Parties to this SAAF. In the vote, each Local Government Party will have a number of votes measured by the allocation proportions set forth in MOA Exhibit G.
3. Acknowledgement. The Parties acknowledge this SAAF is an effective and fair way to address the needs arising from the public health crisis due to the misconduct committed by the Pharmaceutical Supply Chain Participants.

4. When SAAF is no longer in effect. This SAAF is effective until one year after the last date on which any (a) Opioid Settlement Funds are being spent by Local Governments pursuant to the National Settlement Agreement and any Bankruptcy Resolution or (b) Additional Funds are being spent by Local Governments pursuant to the Additional Settlements.
5. Application of SAAF to settlements. This SAAF applies to the Additional Settlements.
6. Applicable law and venue. Unless required otherwise by the Additional Settlements, this MOA shall be interpreted using North Carolina law and any action related to the provisions of this SAAF must be adjudicated by the Superior Court of Wake County. If any provision of this SAAF is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision which can be given effect without the invalid provision.
7. Scope of this SAAF. The Parties acknowledge this SAAF does not excuse any requirements placed upon them by the terms of the Additional Settlements, except to the extent those terms allow for a State-Subdivision Agreement to do so.
8. No third party beneficiaries. No person or entity is intended to be a third party beneficiary of this SAAF.
9. No effect on authority of parties. Nothing in this SAAF shall be construed to affect or constrain the authority of the Parties under law.
10. Signing and execution of this SAAF. This SAAF may be signed and executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. A signature transmitted by facsimile, electronic image, or DocuSign shall be deemed an original signature for purposes of executing this SAAF. Each person signing this SAAF represents he or she is fully authorized to enter into the terms and conditions of, and to execute, this SAAF, and all necessary approvals and conditions precedent to execution have been satisfied.

IV. LOCAL COUNSEL FEE FUND

Local Counsel have reviewed the Additional Settlements, find them to be equitable, and recommend their clients execute these Additional Settlements and this SAAF. If (1) all Local Counsel sign this SAAF whereby they consent to the terms of this SAAF and agree to be legally bound by this SAAF, including but not limited to Section IV of this SAAF, and (2) all Required Local Governments agree on or before April 18, 2023 to dismiss all litigation against the Additional Settling Defendants as required by the Additional Settlements, then each Local Counsel shall be entitled to receive a portion of the Local Counsel Fee Fund for the Additional Settlements, in such proportions as set forth below. If one or more Required Local Governments does not dismiss litigation as required by the Additional Settlements, then the 0.38% share of Additional Funds set forth in Section III.B.2 of this SAAF for the Local Counsel Fee Fund shall be included in the Local Additional Abatement Funds, such that 85% of the Additional Funds will be allocated to Local Additional Abatement Funds, and 0% will be allocated to the Local Counsel Fee Fund.

Local Counsel release all North Carolina counties and municipalities from any claim regarding the obligation to pay legal fees or costs relating to their representation of North Carolina counties and municipalities regarding opioid claims and litigation against the Settling Defendants and Additional Settling Defendants. Local Counsel retain their rights to recover legal fees from any national legal fee fund established by a national settlement and to collect any fees due from National Counsel. If one or more National Counsel fails to release its North Carolina client counties and/or municipalities from any contractual obligation to pay legal fees or costs relating to their representation of North Carolina counties and municipalities regarding opioid claims and litigation against the Settling Defendants and Additional Settling Defendants, as required for National Counsel and Local Counsel to receive a portion of the national fee funds created by the National Settlement Agreements and Additional Settlement, then the 0.38% share of Additional Funds set forth in Section III.B.2 of this SAAF for the Local Counsel Fee Fund shall be included in the Local Additional Abatement Funds, such that 85% of the Additional Funds will be allocated to Local Additional Abatement Funds, and 0% will be allocated to the Local Counsel Fee Fund.

As soon as practicable, but in any event no later than May 1, 2023, Local Counsel shall report to the settlement administrator the proportion of the Local Counsel Fee Fund to be received by each Local Counsel. No funds shall be paid out of the Local Counsel Fee Fund until such report is received. Each Local Counsel's release of claims against all North Carolina counties and municipalities as provided above shall remain in full force and effect regardless of the proportion of the Local Counsel Fee Fund that any Local Counsel receives.

IN WITNESS WHEREOF, the parties, through their duly authorized officers, have executed this Supplemental Agreement for Additional Funds under seal as of the date hereof.

By: _____

Name: _____

Title: _____

County/City/Town of _____

Date: _____