



## Hyde County Board of Commissioners AGENDA ITEM SUMMARY SHEET

**Date:** 9.17.2012

**Title:** C. Williams - Subdivision Variance Request

**Sponsor:** Kris Noble **Title:** Planning Director

**Agency/Dept.:** Office of Economic Development and Planning

**Description:** The attached plat represents a subdivision of property in the Swan Quarter township and includes the current locations of Chris' Grocery and Swan Quarter Supply. Owners of the properties are requesting a variance from the Hyde County Subdivision Ordinance and most specifically the clause requiring lots to be a minimum size of 20,000 square feet; as New Tract 1 is equal to 15,129.75 sq. ft and New Tract 3 is equal to 14,020.73 sq. ft. Each parcel has a clear easement to US 264 which meets NC DOT standards of over 40 ft in width at the entrance of the parcel. Also, all lots are within the Swan Quarter Sanitary District. The plat has been sent to commenting agencies including Hyde Utilities, Hyde Health Department, CAMA and NCDOT for review. The Office of ED & P recommends the subdivision variance on the basis of promoting economic development in a traditionally commercial area of the township.

**Attachments:** Yes. Plat attached.

**Reading number:** Second

**Impact on Budget:** Does not increase the budget.

**RECOMMENDATION:** Approve Subdivison Variance.

<u>MOTION MADE BY:</u>	<u>MOTION SECONDED BY:</u>	<u>VOTE:</u>	<u>Aye</u>	<u>Nay</u>
_____ Byrd	_____ Byrd	Byrd	_____	_____
_____ Spencer	_____ Spencer	Spencer	_____	_____
_____ Styron	_____ Styron	Styron	_____	_____
_____ Swindell	_____ Swindell	Swindell	_____	_____
_____ Tunnell	_____ Tunnell	Tunnell	_____	_____



This plat is a full and accurate search, as well as any RAVS, easements, zoning regulations, and restrictive covenants of record and shown herein.

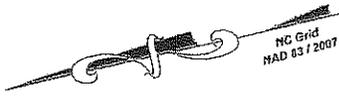
Area computed by the Method of Coordinates Geometry.

All Distances are horizontal ground unless otherwise noted.

**Special Notes**

**Table of Property Line Metes & Bounds**

Point	To Bearing	Distance
A	N 17°53'10" E	93.61'
B	N 11°53'10" E	20.00'
C	N 17°53'10" E	124.31'
D	S 72°00'19" E	24.43'
E	S 27°10'17" E	34.66'
F	S 12°02'07" W	3.56'



(Name of Employer)  
**Gary P. Williams**  
Deed Book 142 Page 94

Property Line runs 1' from the South Side of the

Existing 1" Iron Pipe Projecting 1'0"

Point "G" is an existing 1" Iron Pipe Flush

Robert Flinch

New 1/2" Rebar Flush

New 1/2" Rebar Flush

Property Line runs along the 500' Back of Old

Swan Quarter Christian Church

Deed Book 84 Page 168

New 1/2" Rebar Flush

New 1/2" Rebar Flush

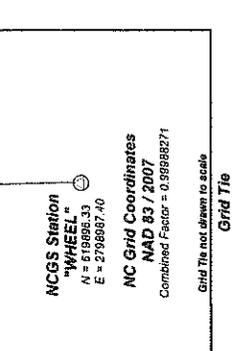
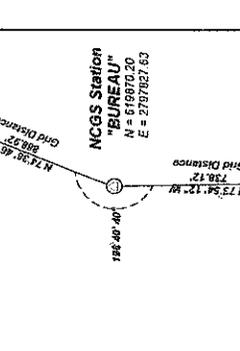
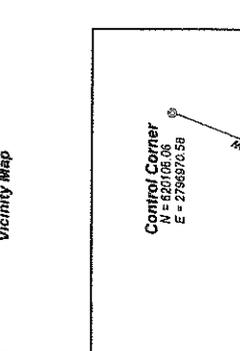
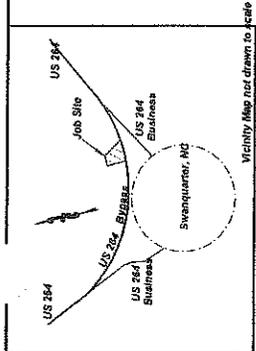
New 1/2" Rebar Flush

Control Corner

Broken Concrete Monument

Existing 1" Iron Pipe Projecting 3"

New 1/2" Rebar Flush



1. Hugh A. Sorrell, a Professional Land Surveyor, certifies that:

a. This survey was made within the area of a county or municipality of North Carolina.

b. This survey is located in a position of a county or municipality that is unregulated as to an ordinance that regulates parcels of land.

c. Any of the following:

- This survey is an existing parcel or parcel of land and does not create a new street, watercourse, or watercourse.
- This survey is an existing building or other structure, or natural feature such as a watercourse, or watercourse.
- This survey is a control survey.
- This survey is a subdivision survey.

d. The information available to the surveyor is such that the surveyor is unable to make a determination to the best of the surveyor's ability as to the provisions contained in (a) through (c) above.

This \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2012

Hugh A. Sorrell, Professional Land Surveyor L-2649

**Metes & Bounds of Center Line Tie**

Point	To Bearing	Distance
A	N 17°53'10" E	93.61'
B	N 11°53'10" E	20.00'
C	N 17°53'10" E	124.31'
D	S 72°00'19" E	24.43'
E	S 27°10'17" E	34.66'
F	S 12°02'07" W	3.56'

**Right of Way Source**

The Right of Way for US 264 was acquired in 1959 under NC State Project 1531 as required by NC Department of Transportation Officials in Asheville, NC

**Legend**

- ⊕ = Existing Iron Pipe
  - ⊙ = Existing Concrete Monument
  - ⊙ = Existing Magnetic Survey Nail
  - ⊙ = No Point Set
  - ⊙ = Power Pole
  - = Centerline
  - = Line Surveyed
  - = Line Not Surveyed
  - = Control
  - = Right of Way
  - ⊙ = Point of Curvature
  - ⊙ = Point of Intersection
  - ⊙ = Point of Beginning
  - ⊙ = Point of Beginning
- All M&B's set are black iron pipe 1" in Diameter by 24" long  
Linear Units are "US FOOT"  
Angular Units are "Degrees, Minutes & Seconds"

**Electronic File Print Out**  
For recording purposes only  
Not For Recordation Conveyances or Sales

A Survey & Subdivision For

**Joseph C. III & Christopher L. Williams**

Swanquarter Township  
Hyde County, NC  
State 1" = 40'

**Sorell Land Surveying, Inc. C-3503**  
Hugh A. Sorrell, Professional Land Surveyor L-2649  
416 College Ave. Washington, NC  
Mapping/HAS/SHS  
Phone 352-944-9788  
File: 0712CLW02





ECC will provide administrative and planning services for the CDBG-NC Tomorrow Grant on behalf of Hyde County for a total award amount of \$50,000. Formal procurement is not required for the contract considering the ECC is a Council of Government. Hyde County will bill the ECC for all grant related activities including time and mileage and will receive that portion of these funds as revenue.

Commissioner Swindell moved to authorize the Board Chair to sign Technical Service and Grant Administration Contract between Eastern Carolina Council and Hyde County with revisions on page 1 – No. 4 – Compensation and Method of Payment – *For financial planning purposes, the estimated maximum cost of this contract is \$5,000 for the administration and \$45,000 for the planning of the CDBG NC Tomorrow grant funds. If circumstances beyond the Council's control should cause the total cost of completing the scope of services to exceed \$5,000 for administration and \$45,000 for planning, then the County and the Council will negotiate a mutually acceptable revised maximum cost.* and, to sign letter to Vickie Miller, NC Department of Commerce, Community Investment and Assistance Branch. Mr. Byrd seconded the motion. The motion passed on the following vote:

Ayes – Byrd, Spencer, Styron, Swindell and Tunnell

Nays – None

#### Approval of Revolving Loan Fund Recommendation

Alice Keeney, County Planner/Developer, reported that Christopher Williams, President of Williams Markets Inc. is requesting a \$120,000.00 term loan to purchase Laundromat equipment and renovate property to install a Laundromat in the Red & White Building located at 25 Lazy Lane in Engelhard. After thorough and lengthy review of the collateral package, financial statements, owner's capital injection, cash flow and prior credit history with the borrower, the Hyde County Revolving Loan Fund Committee approved a \$120,000.00 term loan to Christopher Williams with an interest rate of 5% fixed with a twelve (12) year amortization to purchase Laundromat equipment and to renovate 504 square feet of unused space in the storefront adjacent of the grocery store. While the loan has a 12 year amortization, the loan will have call dates every three years, beginning August 25, 2014. The loan will be secured by a first deed of trust on Williams Market's Inc.'s new garden center, a first lien on all business assets of the garden center, and a first lien on all equipment in the Laundromat. Christopher William's existing loan will remain secured by the existing collateral, which is cross-collateralized and cross-defaulted with ECB. The first call date will coincide with the maturity date of Mr. Williams' existing loan, which has a 20 year amortization and scheduled maturity date of August 25, 2014. Thereafter, call dates will occur every 3 years until the loan is paid in full.

Commissioner Byrd moved to approve a \$120,000.00 term loan to Christopher Williams to purchase Laundromat equipment and to renovate property at 25 Lazy Lane to install a Laundromat. Mr. Tunnell seconded the motion. The motion passed on the following vote:

Ayes – Byrd, Spencer, Styron, Swindell and Tunnell

Nays – None

#### Extension of Letter of Credit for Twiddy Subdivision

Alice Keeney, County Planner/Developer, reported that on June 6, 2011, the Board approved an extension of the installation of the road to their subdivision known as "Ballance Acres Subdivision", which consists of 3.66 acres of property which has been subdivided into six lots, all meeting the 20,000 square foot minimum lot size requirement. According to the Hyde County Subdivision Ordinance, Hyde County will allow an irrevocable letter of credit, in a form approved by the county attorney, issued by a bank or another lending institution to ensure the installation of the required improvements. The improvements thus guaranteed shall be installed by the developer within three years of the posting (or in this case the renewal) of the letter of credit with the possibility of reasonable extensions in Board's discretion. Because the renewal was approved last year, but the letter of credit supporting the renewal has an expiration date of June 12, 2012, Mr. and Mrs. Twiddy are requesting a two year extension on the construction of the road. Mr. & Mrs. Twiddy will be securing completion of the road by a Letter of Credit in the



**Hyde County Board of Commissioners  
AGENDA ITEM SUMMARY SHEET**

**Item Number:**  
**Meeting Date:** September 17, 2012  
**Attachment:** Yes

**ITEM TITLE:** Memorandum of Understanding between the US Department of Natural Resources Conservation Service and the NC Department of Agriculture and Consumer Services-Division of Soil & Water Conservation and the Hyde Soil & Water Conservation District and Hyde County, North Carolina.

**SUMMARY:** This Memorandum of Understanding Agreement is between the above mentioned parties and clearly defines the roles and responsibilities of each of the said parties as it relates to roles, responsibility and cooperation concerning conservation of natural resources.

**RECOMMENDATION:** IS THAT THE BOARD OF COMMISSIONERS ARE IN AGREEMENT WITH CONTENTS OF MEMORANDUM OF UNDERSTANDING AND ENTERS INTO THIS AGREEMENT FOR A PERIOD NOT TO EXCEED FIVE (5) YEARS FROM THE DATE OF FINAL SIGNATURE.

Discussion and possible action.

MOTION MADE BY:	MOTION SECONDED BY:	VOTE:	Aye	Nay
B. Swindell	B. Swindell	B. Swindell	___	___
A. Byrd	A. Byrd	A. Byrd	___	___
D. Tunnell	D. Tunnell	D. Tunnell	___	___
D. Stryon	D. Stryon	D. Stryon	___	___
S. Spencer	S. Spencer	S. Spencer	___	___

**MEMORANDUM OF UNDERSTANDING**

**Between the**

**UNITED STATES DEPARTMENT OF AGRICULTURE  
NATURAL RESOURCES CONSERVATION SERVICE**

**And the**

**NORTH CAROLINA DEPARTMENT OF AGRICULTURE AND  
CONSUMER SERVICES - DIVISION OF SOIL AND WATER  
CONSERVATION**

**and**

**THE HYDE SOIL AND WATER CONSERVATION DISTRICT**

**and**

**HYDE COUNTY, NORTH CAROLINA**

**For their Cooperation in the  
Conservation of Natural Resources**

**BACKGROUND STATEMENT AND PURPOSE**

THIS AGREEMENT is between the Natural Resources Conservation Service (NRCS), an agency of the United States Department of Agriculture (USDA), the North Carolina Department of Agriculture and Consumer Services - Division of Soil and Water Conservation (DSWC) an agency of the State of North Carolina, the Hyde Soil and Water Conservation District (SWCD) and Hyde County collectively referred to as the parties, to clearly define the roles and responsibilities of the parties.

The purpose of this agreement is to supplement the Cooperative Working Agreement between the USDA-Natural Resources Conservation Service, North Carolina Department of Agriculture and Consumer Services, North Carolina Soil and Water Conservation Commission, and Hyde Soil and Water Conservation District. This operational agreement documents those areas of common interest of the federal, state and local partnership in natural resources conservation.

The parties mutually agree to provide leadership in natural resources conservation. The parties pledge to work together by advancing and practicing teamwork, including input in the decision making process; communicating, coordinating, and cooperating; promoting mutual respect, and sharing leadership, ownership, credit and responsibility.

**AUTHORITIES, STATUTES, LAWS**

NRCS is authorized to cooperate and furnish assistance to the parties in the conservation of natural resources as referenced in the Soil Conservation and Domestic Allotment Act, 16 U.S.C. 590; The Department of Agriculture Reorganization Act of 1994, Public Law 103-354; and Secretary's Memorandum No. 1010-1, Reorganization of the Department of Agriculture, dated October 20, 1994.

DSWC is authorized to enter into this agreement by North Carolina General Statutes §139-4 and §143B-294 - §143B-297.

The District authority is defined in Soil Conservation Districts Law, General Statutes of North Carolina §139-1 - §139-47.

The county is authorized to enter into this agreement by North Carolina General Statute §153A-11 and §160A-461 - §160A-464.

## **ROLES AND RESPONSIBILITIES:**

### **CONSERVATION PROGRAM IMPLEMENTATION**

The parties recognize the natural resources conservation program as a unique blend of voluntary conservation initiatives and federal, state, and local mandates. Together these address a variety of natural resource, environmental, and educational issues. The parties agree to jointly commit their program authorities and financial and human resources to cooperatively implement a unified natural resources conservation program in areas of mutual concern. The implementation of all programs will be done in accordance with program policy and procedure developed for that specific program – whether federal, state, or local.

Inventories and Data Sharing: The parties agree to identify, define, and coordinate the collection and use of natural resource and other data needed to support the delivery of local, state and federal conservation program benefits. The parties will cooperate in maintaining data to assure that it supports the mutual needs of the parties for resource planning and evaluation. The parties further agree that gathered data will be mutually shared and used in support of conservation program implementation as needed to facilitate implementation of the programs shown in Attachment A. The use and disclosure of information will be consistent with the guidelines provided in the Records, Facilities, and Equipment section of this agreement. Both NRCS and SWCD employees in the office will maintain adequate knowledge of available conservation programs in order to provide basic customer service including, but not limited to:

1. Providing basic information about program requirements and signup periods
2. Helping a customer complete a program application
3. Interviewing the customer to determine resource concerns and conservation issues
4. Gathering of farm data to support development of a conservation plan
5. Developing a conservation plan

Setting Program Priorities: The parties agree to implement the conservation program based on mutually developed priorities while recognizing individual responsibilities for federal, state, or local mandates. The parties further agree to annually re-evaluate established priorities and adjust as warranted. SWCD Board has responsibility to organize local work groups to assess resource conditions and establish local priorities, and develop a single SWCD/NRCS partnership plan of work each fiscal year (July 01-June 30). Specifically, NRCS employees will first address workload associated with Federal conservation programs, NRCS priorities, and required NRCS administrative procedures. As time is available, NRCS employees will assist with the North Carolina Agriculture Cost Share Program (NCACSP) and other District priorities. Likewise, District staff will first address workload associated with the NCACSP, District priorities, and

required District administrative procedures. As time is available, District staff will assist with federal conservation programs and other NRCS priorities.

Programs to be Implemented: The parties agree to use federal, state, and local programs in a complimentary fashion to address local priorities and concerns. Attachment A includes a list of programs that will be utilized to address priorities and concerns. Employees from both agencies will work across program lines to assure efficient and effective customer service.

Marketing: The parties agree to conduct a common effort to inform the public of program opportunities and benefits. This information will be provided to the appropriate media concerning district activities and programs.

See Attachment A for a marketing profile and a summary of media outlets.

## **TECHNICAL STANDARDS AND JOB APPROVAL AUTHORITY**

The parties agree to utilize the NRCS Field Office Technical Guide or Soil and Water Conservation Commission adopted standards as the minimum technical standards for conservation program implementation in areas of mutual concern. The parties may utilize more stringent standards when necessary to comply with locally enacted laws or ordinances. The NRCS will be the lead agency in the development, maintenance, and interpretation of the Field Office Technical Guide. When program contracts are developed, the District and NRCS employees in the office will provide conservation planning assistance that meets NRCS planning policy. At a minimum, the conservation planning will encompass the field or fields impacted by the cost-shared conservation practice.

The parties agree that their respective employees will provide technical assistance based on assigned conservation practice job approval authority which is based on acquired knowledge, skills, and demonstrated ability and within applicable laws, regulations, and guidelines. Conservation practice job approval authority will be determined and documented according to NRCS National Engineering Manual, Part 501 and in accordance with the NC NRCS policy and procedures regarding job approval authority. Job approval authority for District employees for non agricultural practices will be determined and documented by the N.C. Soil and Water Conservation Commission pursuant to NCAC 15A 06F.0105(c)(3). Each technical employee in the office will acquire the necessary skills to qualify for job approval authority for the routinely used engineering and non-engineering conservation practices prevalent in the county. Both District and NRCS employees will attend available training sessions to maintain their knowledge, skills, and abilities related to conservation planning and practice design, layout, checkout, and certification.

## **PERSONNEL AND FISCAL MANAGEMENT**

The parties recognize that natural resources conservation programs are delivered through an intergovernmental system, in which federal, state, and local governments work together.

The parties will work together to provide staffing and fiscal resources commensurate with workload, priorities, allocated funding, and expertise necessary to deliver a balanced and diversified conservation program. Staffing will be a mix of employees provided by federal, state, county, and district resources. There are certain authorities delegated to specific staff as follows:

Department Head

The parties jointly agree that the District Administrator will serve as the Department Head. The Department Head will represent the District and its employees at county meetings, conferences, and appropriate functions.

Personnel Management

The management of personnel will be as follows:

- a) Hiring and dismissal of District employees will be in accordance with Hyde County personnel policies or District policy when employees are not employed by the County.
- b) The management of NRCS personnel is the responsibility of NRCS.
- c) The management of District employees is the responsibility of the Hyde District Board of Supervisors. In the interest of facilitating these responsibilities, the District Conservationist is delegated the authority for:
  - 1) Technical oversight
    - a. As a condition of assigning Job Approval Authority for agricultural practices to District employees, NRCS must periodically review the technical work of these employees to assure adherence to planning and design standards and policy. The DC is assigned as the NRCS representative to provide this oversight. NRCS Area personnel will also periodically review the technical work of both NRCS and District employees in the office.
  - 2) Delivery of employee technical training and development
- d) The Department Head will make recommendations to the Hyde District Board of Supervisors regarding the following in accordance with county government policy:
  - 1) Recruitment and hiring of district employees
  - 2) Employee performance evaluation, including awards, disciplinary actions, and separation
  - 3) Leave coordination and approval
  - 4) Certification of Time and Attendance reports
  - 5) Determination and approval of training requiring expenditure of district funds
  - 6) For counties with technicians cost shared through the state's Cost Share Programs, responsibility for documenting 2080 hours for each funded position spent per year on non-point source pollution control issues by office staff.

In the event that a District employee feels aggrieved, their recourse is according to County government personnel policy. The parties agree to work cooperatively to resolve employee grievances.

Hiring, supervision, development, evaluation and dismissal of county employees will be done in accordance with applicable law and County personnel policies.

Fiscal Management

The parties will work together to maximize available resources and actively seek funding to accomplish natural resource priorities and programs.

Each party is responsible for its own fiscal resources to include equipment, supplies, and accounts.

The Department Head/District Administrator will actively assist the District with the following:

- 1) Development of operating budgets
- 2) Tracking of expenditures for maintaining funding accountability
- 3) Making recommendations regarding expenditure of funds and purchases

**TECHNICAL AND ADMINISTRATIVE CONTACTS**

<b>NRCS</b>	<b><u>Technical</u></b>
<b>Name:</b>	Rodney Woolard
<b>Title:</b>	District Conservationist
<b>Address:</b>	155C Airport Rd Washington, NC 27889
<b>Phone No.</b>	252-946-4989
<b>Fax No.</b>	252-946-2501
<b>E-mail:</b>	rodney.woolard@nc.usda.gov

<b>NRCS</b>	<b><u>Administrative</u></b>
<b>Name:</b>	Renee Melvin
<b>Title:</b>	ASTC – Field Operations
<b>Address:</b>	208C Malloy St Goldsboro, NC 27534
<b>Phone No.</b>	919-751-0976
<b>Fax No.</b>	919-751-9876
<b>E-mail:</b>	renee.melvin@nc.usda.gov

<b>SWCD</b>	<b><u>Technical</u></b>
<b>Name:</b>	Daniel Brinn
<b>Title:</b>	Tar-Pamlico Technician
<b>Address:</b>	30 Oyster Creek Rd Swanquarter, NC 27885
<b>Phone No.</b>	252-926-4195
<b>Fax No.</b>	252-926-3705
<b>E-mail:</b>	daniel.brinn@nc.nacdnet.net

<b>SWCD</b>	<b><u>Administrative</u></b>
<b>Name:</b>	Debbie Cahoon
<b>Title:</b>	District Administrator

<b>Address:</b>	30 Oyster Creek Rd Swanquarter, NC 27885
<b>Phone No.</b>	252-926-4195
<b>Fax No.</b>	252-926-3705
<b>E-mail:</b>	dcahoon@hydecountync.gov

**RECORDS, FACILITIES, AND EQUIPMENT**

The parties will work together to provide office space, vehicles, and equipment within funding limits, operating guidelines, authorities, federal and state laws, and local ordinances. Any and all parties may negotiate formal agreements when financial reimbursement for use of office space, vehicles or other equipment/facilities is required. Specifically, the following is mutually agreeable:

- 1) **Vehicles:** The County will provide transportation, either a vehicle or mileage reimbursement, for District employees. NRCS will provide a vehicle for the NRCS employee(s). District personnel with NRCS approval to operate government vehicles may use the federal vehicle for promoting conservation programs, commensurate with the NRCS mission and priorities, when it is not needed by NRCS personnel. District personnel operating a federal government vehicle must provide proof of liability insurance.
- 2) **Office Space:** The County will provide office space for the District employees. Any space is provided at no cost and is incidental to this agreement.

The parties will agree on the maintenance, update, and disposition of relevant records. Access to records will be governed by Section 1619 of the Food, Conservation, and Energy Act of 2008, the Federal Freedom of Information Act (FOIA) and/or the North Carolina Public Records Law depending on whether the record is a federal record or a state/local record. Each party accepts responsibility for any security breach caused by their employee(s). District personnel with access to federal records, either electronic or hard copies, will complete the required annual security training, conducted through NRCS.

All parties agree to protect personally identifiable and/or confidential information from customers and employees by securing this information in locked file cabinets. When the information is being used and not in a locked cabinet, the employees will keep it with them personally (folder, memory storage device) to avoid improper disclosure or loss of the data. Personally identifiable and/or confidential information will only be used for authorized purposes

**FEE FOR SERVICES**

The parties recognize that nonfederal signatories may establish procedures to collect fees, where permissible, for delivery of such services which are not provided through federal financial or technical assistance.

From time to time the Hyde Soil and Water Conservation District may

- sell materials (i.e. native species plants)
- solicit sponsorship for special events, or community/educational workshops
- general fundraising

## **ACCOUNTABILITY**

The parties agree to cooperatively develop and utilize natural resource databases to measure effectiveness in program delivery and customer satisfaction. The District will provide a copy of its Annual Report by September 1 and Plan of Operations by July 31 to the other signatories of this agreement. The District will also provide a copy of their Long Range Plan which, at no time, will be in excess of five years old.

## **SCOPE OF AGREEMENT**

This agreement covers the basic operating understanding between all parties. Authority to carry out specific projects or activities, transfer of funds, or acquisition of services or property, will be established under separate agreement. The parties agree that contracts, memorandums of understanding, and/or additional agreements may be entered into, as needed, to facilitate the implementation of natural resources conservation programs within the conservation districts.

## **TORT LIABILITY**

The parties will each assume responsibility for the actions of their officials or employees acting within the scope of their employment to the extent provided by federal and state laws and local ordinances.

## **CIVIL RIGHTS**

The parties recognize the benefit and importance of delivering conservation programs equitably to all customers, having a diverse staff to assist this customer base, and having diversity within the district board. The parties agree to work cooperatively to achieve diversity in all aspects of the conservation program through effective outreach and marketing.

The parties will be in compliance with the nondiscrimination provisions contained in Titles VI and VII of the Civil Rights Act of 1964, as amended, the Civil Rights Restoration Act of 1987 (Public Law 100-259) and other nondiscrimination statutes, namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, Americans with Disabilities Act of 1990, and in accordance with regulations of the USDA Secretary of Agriculture (7CFR-15, Subparts A & B) which provide that no person in the United States shall, on the grounds of race, color, national origin, age, sex, religion, marital status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Agriculture or any agency thereof.

**REVIEW/MODIFICATION/TERMINATION**

This agreement will be reviewed annually and, unless amended, shall be in effect for a period not to exceed five (5) years from the date of final signature. The agreement can be modified or terminated at any time by mutual consent of all parties or can be terminated by any party by giving 60 days written notice to the other parties.

UNITED STATES DEPARTMENT OF  
AGRICULTURE  
NATURAL RESOURCES  
CONSERVATION SERVICE

NCDA&CS-DIVISION OF SOIL AND  
WATER CONSERVATION

By: \_\_\_\_\_  
State Conservationist

By: \_\_\_\_\_  
Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

HYDE SOIL AND WATER  
CONSERVATION DISTRICT

HYDE COUNTY

By: \_\_\_\_\_  
Chairperson

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Attachment A

*The following is a detailed list of Resource Inventories, Programs and Marketing Media used to address local conservation priorities and concerns. The parties agree to utilize these in a complimentary manner, thus maximizing the delivery of conservation benefits to customers and clients. This list is subject to informal changes or updates.*

**RESOURCE INVENTORY & DATA SHARING**

Natural Resource Inventory (FSA, NCACSP, 0.200)  
 River Basin Study Reports  
 Natural Heritage Inventory of Hyde County  
 Hyde County GIS  
 Hyde SWCD Long Range Plan  
 Soil Survey of Hyde County  
 Grassland Reserve Program (GRP)

NC Agriculture Cost Share Program (NCACSP)  
 Environmental Quality Incentives Program (EQIP)  
 Forest Land Enhancement Program (FLEP)  
 Wildlife Habitat Incentives Program (WHIP)  
 Toolkit  
 Maps (USGS Topographical, National Wetland Inventory and Flood Insurance Rate Maps.)  
 Historical Aerial Photos

**PROGRAMS**

Federally Initiated Programs

Conservation Technician Assistance (CTA)  
 National Cooperative Soil Survey (NCSS)  
 Small Watershed Program (PL-566)  
 River Basin Surveys & Investigations (RB-09)  
 Resource Conservation & Development (RC&D)  
 Emergency Watershed Program (EWP)  
 Environmental Quality Incentives Program (EQIP)  
 Grassland Reserve Program (GRP)  
 Conservation Stewardship Program (CStP)

Forest Land Enhancement Program (FLEP)  
 Wetland Reserve Program (WRP)  
 Wildlife Habitat Incentives Program (WHIP)  
 Conservation Reserve Program (CRP / CREP)  
 Emergency Conservation Program (ECP)  
 NC Partners for Wildlife  
 Farmland Protection  
 319 Funds  
 Other Farm Bill authorized conservation programs

North Carolina Initiated State Programs

NC Agriculture Cost Share Program (NCASCP) – DSWC  
 Erosion and Sedimentation Control – Urban Areas  
 Site Plan Reviews – Non Ag. Developments  
 Stewardship Incentive Program (SIP) – NCFS  
 Confined Animal Permits – NCDENR  
 Farmland Protection  
 NC-Wetland Restoration Program (NC-WRP)  
 NC Agriculture Water Resources Assistance Program (AgWRAP) - DSWC

Community Conservation Assistance Program (CCAP)  
 Clean Water Management Trust Fund  
 Wildlife Biology Technical Assistance–NCWRC  
 Wildlife Restoration Committee  
 State non-discharge rules (0.100, 0.2H200 & 0.2T)  
 Forest Development Plan (FDP) – NCFS  
 North Carolina Environmental Education Plan  
 North Carolina Big Sweep

Locally Initiated Programs

Farmland Preservation  
 Erosion and Sedimentation Control – Urban Areas  
 Site Plan Reviews – Non Ag. Developments  
 Environmental Education  
 Awards and Recognition Program

Open Spaces Institute Advisory Board

**MARKETING MEDIA**

- Newsletters (SWCD, FSA, CES, Country Intranet)
- Private Schools
- Public Schools
- Church Newsletters
- Local Government payrolls and billings

- Regional Chamber of Commerce
- Community College
- Internet Web Pages (State, County, SWCD)
- 4-H Groups
- Local Broadcasting (TV, Radio, Cable)

**Hyde County Board of Commissioners  
AGENDA ITEM SUMMARY SHEET**

**Item Number:**  
**Meeting Date:** September 17, 2012  
**Attachment:** Yes

**ITEM TITLE:** Contract (2 copies) by and between the North Carolina Department of Agriculture and Consumers Services, Division of Soil and Water Conservation (the Agency) and Hyde Soil & Water Conservation District ((the Grantee).

**SUMMARY:** The contract by and between the North Carolina Department of Agriculture and Consumers Services, Division of Soil and Water Conservation (the Agency) and Hyde Soil & Water Conservation District ((the Grantee). The purpose of the contract is to remove from streams debris resulting from Hurricane Irene and the spring 2011 tornadoes. \$13,320.00 in funds has been awarded to the Hyde Soil & Water Conservation District for this purpose.

**RECOMMENDATION: THAT THE BOARD OF COMMISSIONERS AND CHIEF FISCAL OFFICER WILL SIGN CONTRACT FOR THE PURPOSE OF RECEIVING THE GRANT AWARD FOR STREAM DEBRIS REMOVAL**

Discussion and possible action.

MOTION MADE BY:	MOTION SECONDED BY:	VOTE:	Aye	Nay
B. Swindell	B. Swindell	B.Swindell	___	___
A. Byrd	A. Byrd	A. Byrd	___	___
D. Tunnell	D. Tunnell	D. Tunnell	___	___
D. Stryon	D. Stryon	D. Stryon	___	___
S. Spencer	S. Spencer	S. Spencer	___	___



Steve Troxler  
Commissioner

North Carolina Department of Agriculture  
and Consumer Services

N. David Smith  
Chief Deputy Commissioner

July 25, 2012

Mr. Daniel Brinn  
Hyde Soil & Water Conservation District  
PO Box 264  
Swan Quarter, NC 27885

Dear Mr. Brinn:

NOTIFICATION OF FUNDING OFFER

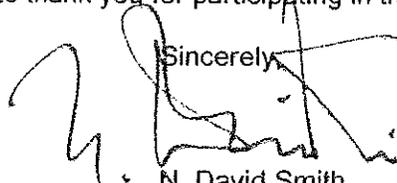
On behalf of Commissioner Steve Troxler and the North Carolina Department of Agriculture and Consumer Services – Division of Soil & Water Conservation, it is with great pleasure that I offer to you \$13,320.00 for your project approved under the Stream Debris Removal Project. The name of your approved project is Hyde SWCD Stream Debris Removal and is for the purpose of remove from streams debris resulting from Hurricane Irene and the spring 2011 tornadoes. These funds for the Stream Debris Removal Project are being provided to the Agency by the Department of Environment & Natural Resources, Division of Water Resources.

By completing these documents, you are agreeing to the specific stipulations, the general terms and conditions, and specific reporting requirements. Two original contract packets must be printed, completed and returned to the NCDA&CS, making sure that the contracts and certain forms have been signed and dated. Some documents are required to be witnessed, please make certain documents are witnessed, as applicable, before they are returned to the address provided on page 4 of your contract cover document.

All Authorized Representative Signatures **MUST** be in **BLUE INK**. Use the *Contract Check Off List* to ensure all attachments are included and are in the correct order for each Contract Packet.

Upon final execution by the Department, one original Contract will be returned to you for your records. If you have any questions about your contract or any of the forms contained in your offer packet, please call David Williams at 919-715-6103, or feel free to send an email to [David.B.Williams@ncagr.gov](mailto:David.B.Williams@ncagr.gov).

I would like to take this opportunity to thank you for participating in the Stream Debris Removal Project.

Sincerely,  
  
N. David Smith  
Chief Deputy Commissioner

Enclosure

cc: Allison Medlin, Admin. Asst. I, Grants & Contracts

Email: [David.Smith@ncagr.gov](mailto:David.Smith@ncagr.gov)  
1001 Mail Service Center, Raleigh, North Carolina, 27699-1001  
(919) 707-3033 • Fax (919) 715-0026  
An Equal Opportunity Affirmative Action Employer



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

**NCD&CS Division of Soil & Water Conservation**  
**Stream Debris Removal Project**

**CONTRACT "CHECK OFF LIST" for Grantee (Governmental)**

**INSTRUCTIONS: CHECK THE "YES" BOXES IN LEFT COLUMN FOR THE DOCUMENT TITLES THAT ARE BEING RETURNED WITH THE TWO SIGNED, DATED and WITNESSED COPIES OF THE CONTRACT, WITH SIGNATURES IN BLUE INK. BE SURE TO INCLUDE ALL THE OTHER DOCUMENTS SPECIFIED IN YOUR CONTRACT PACKAGE. IF "X" NO "HAS BEEN CHECKED OFF FOR YOU, THAT DOCUMENT IS NOT REQUIRED FOR THIS GRANT PROGRAM OR PROJECT.**

GRANTEE ORGANIZATION NAME: Hyde Soil & Water Conservation District

PROJECT TITLE/NAME: Hyde SWCD Stream Debris Removal

CONTRACT #: HC 48-12-001 TRACKING #: 13-E-057-SWC-5DR

GOVERNMENTAL ENTITIES ONLY Check one Box	DOCUMENT TITLE <i>ALL SIGNATURES MUST BE IN BLUE INK</i>	DEPARTMENTAL USE - DOCUMENTS ATTACHED OR ON FILE	GRANTS & CONTRACTS USE - DOCUMENTS ATTACHED
<input type="checkbox"/> Yes <input type="checkbox"/> No	Contract "Check Off List" for Grantee	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	Contract Cover (To be signed, dated & witnessed)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	ATTACHMENT A - General Terms & Conditions - Public	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	ATTACHMENT B - Scope of Work (includes Timeline and Line Item Budget), and Grantee Application Packet	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	ATTACHMENT C - Certifications and Assurances Section	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	ATTACHMENT D - NC OpenBook Supplemental Information	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	ATTACHMENT E - Signature Card	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	ATTACHMENT F - W-9 Tax Information	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	ATTACHMENT G - Electronic Payment Request	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No



CENTER: 1611-3786  
ACCOUNT: 532196002  
CFDA/OTHER: \_\_\_\_\_  
AMOUNT: \$13,320.00

**North Carolina Department of Agriculture and Consumer Services  
Division of Soil & Water Conservation  
Stream Debris Removal Project - Governmental**

Contract # HC48-12-001

This Contract is hereby entered into by and between the **North Carolina Department of Agriculture and Consumer Services, Division of Soil & Water Conservation** (the "Agency") and **Hyde Soil & Water Conservation District** (the "Grantee"), and referred to collectively as the "Parties". The Grantee's federal tax identification number is 56-6000308 and is physically located in Hyde County, and is further located at PO Box 264 Swan Quarter, NC 27885.

The Grantee's fiscal year begins July 1 and ends June 30.

The purpose of this Contract is to remove from streams debris resulting from Hurricane Irene and the spring 2011 tornadoes. The Grantee's project title is **Hyde SWCD Stream Debris Removal**. Funds awarded under this Contract must be used for the purposes for which they are intended.

**I. Contract Documents:**

This Contract consists of the Grant Contract and its attachments, all of which are identified by name as follows:

1. This Contract
2. General Terms and Conditions (Attachment A)
3. Scope of Work (includes a Timeline), and Grantee Application Packet (Attachment B)
4. Combined Certifications and Assurances – State (Attachment C)
5. NC Openbook Supplemental Information (Attachment D)
6. Signature Card (Attachment E)
7. W-9 Tax Information (Attachment F)
8. Electronic Payment Request (Attachment G)

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

**II. Precedence Among Contract Documents:**

In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph I, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

**III. Effective Period:**

This Contract shall be effective on August 1, 2012 and shall terminate on July 31, 2014 with the option to extend, if mutually agreed upon, through a written amendment as provided for in the General Terms and Conditions as described in Attachment A.

**IV. Grantee's Duties:**

The Grantee shall provide the services as described in the Attachment **B**: Scope of Work.

**V. Agency's Duties:**

The Agency shall pay the Grantee in the manner and in the amounts specified in the Contract Documents. The total amount paid by the Agency to the Grantee under this Contract shall not exceed **\$13,320.00**. This amount consists of: **\$13,320.00** in State funds.

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	\$
	Cash and/or In-kind	\$
	Other/Specify:	\$

The contributions from the Grantee shall be sourced from non-federal funds. Any funds committed as matching funds must be spent concurrently with the federal funds awarded in this Contract (i.e. past expenditures prior to submission and execution of the Grantee's contract shall not be used).

The total contract amount is **\$13,320.00**.

**VI. Conflict of Interest Policy:**

The Agency has determined that the Grantee is a governmental agency and is not subject to N.C.G.S. § 143C-6-23(b). Therefore, the Grantee is not required to file a Conflict of Interest Policy with the Agency prior to disbursement of funds.

**VII. Statement of No Overdue Tax Debts:**

The Agency has determined that Grantee is a governmental agency and is not subject to N.C.G.S. § 143C-6-23(c). Therefore, the Grantee is not required to file a Statement of No Overdue Tax Debts with the Agency prior to disbursement of funds.

**VIII. Reversion of Unexpended Funds:**

Any unexpended grant funds shall revert to the Agency within 60 days of the termination of this Contract.

**IX. Reporting Requirements:**

(1) State [N.C.G.S. 143C-6-23]:

The Agency has determined that the Grantee is a governmental entity and is not subject to the State reporting requirements mandated by N.C.G.S. § 143C-6-23. Therefore, the Grantee does not have to file annual electronic reports with the NC Office of State Budget & Management.

(2) Agency Reporting Requirements:

- a) The Grantee shall submit quarterly progress reports, with each report due on or before the last day of April, July, October, and January, continuing until the project is complete and final project report is approved. The quarterly progress report is required even if no activity has occurred for the quarter and no reimbursement is requested for the quarter.
- b) The quarterly and final report shall include a narrative summary of the work completed each quarter and for the project to date and a summary of cash and in-kind expenditures for the quarter and total project. Although the Grantee is not required to provide cash nor in-kind match for the project, the report should reflect the Grantee's total cash and in-kind match contributions if applicable.

- c) Grantee shall submit a Final Financial report and Final Invoice not later than 60 days after the expiration or termination of this Contract.

**X. Payment Provisions:**

Upon execution of this Contract the Grantee shall submit to the Agency Contract Administrator a completed Request for Payment form, to be provided by the Agency. All Request for Payment forms should be received no more than monthly, a certified invoice showing expenditures and matching funds, if applicable, for the current period and cumulatively for the entire project and, upon approval by the Agency, shall receive payment within 30 days. Twenty percent (20%) of the total funds awarded under this Contract shall be retained by the Agency until both the final performance and financial reports are submitted by the Grantee and approved by the Agency.

If this Contract is terminated prior to the original end date, the Grantee may submit a final Request for Payment form. All unexpended funds shall be returned by the Grantee to the Agency within 60 days of the Contract termination date with a complete final financial report, accompanied by either a final invoice or a refund of any funds received but not expended. The Agency shall have no obligation to honor requests for payment based on expenditure reports submitted later than 60 days after termination or expiration of the contract period.

Reimbursement requests shall be completed on a "Request for Reimbursement" form furnished to the Grantee by the Agency. All reimbursement forms must include support documentation, including but not limited to; copies of invoices, individual time sheets and travel logs that have been signed by the employee and supervisor; salary registers or payrolls that include fringe benefits, hourly rates of pay, and signature of the Grantee's responsible financial person, cancelled checks and lease agreements.

Payment shall be made in accordance with the Contract Documents and as described in the Scope of Work, Attachment B.

Expenditures incurred prior to the submission and final execution of the Contract by the Agency are deemed to be unallowable expenditures, and therefore, will not be reimbursed.

All travel reimbursement shall be made in accordance with the current State rates, at the time of the expenditure, and shall be made in accordance with the "State Budget Manual".

Staff from the Agency of Soil and Water Conservation or its designated agent will conduct a site visit and approve the work completed and submitted for reimbursement prior to releasing any payment to the Grantee. The Agency must determine that all work has been completed satisfactorily in accordance with the Best Management Practices for Selective Clearing and Snagging.

Indirect costs are not allowable expenditures under this Contract.

**XI. Contract Administrators:**

All notices permitted or required to be given by one Party to the other and all questions about the Contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrator are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

**For the Agency:**

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
David B. Williams Division of Soil & Water Conservation 1614 Mail Service Center Raleigh, NC 27699-1614 Telephone: 919-715-6103 Email: David.B.Williams@ncagr.gov	David B. Williams Division of Soil & Water Conservation 512 N. Salisbury Street, Room 417D Raleigh, NC 27604-1170

**For the Grantee:**

Grantee Contract Administrator	Grantee Principal Investigator or Key Personnel
Daniel Brinn Hyde Soil & Water Conservation District PO Box 264 Swan Quarter, NC 27885  Telephone: 252-926-4195 Fax: 252-926-3705 Email: Daniel.Brinn@nc-nacdnet.net daniel.brinn@nc.usda.gov	Same

**XII. Supplementation of Expenditure of Public Funds:**

The Grantee assures that funds received pursuant to this Contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that the Grantee otherwise expends for activities involved with specialty services and related programs. Funds received under this Contract shall be used to provide additional public funding for such services. The funds shall not be used to reduce the Grantee's total expenditure of other public funds for such services.

**XIII. Disbursements:**

As a condition of this Contract, the Grantee acknowledges and agrees to make disbursements in accordance with the following requirements:

- a. Implement adequate internal controls over disbursements;
- b. Pre-audit all vouchers presented for payment to determine:
  - Validity and accuracy of payment
  - Payment due date
  - Adequacy of documentation supporting payment
  - Legality of disbursement
- c. Assure adequate control of signature stamps/plates;
- d. Assure adequate control of negotiable instruments; and
- e. Implement procedures to insure that account balance is solvent and reconcile the account monthly.

**XIV. Outsourcing:**

The Grantee certifies that it has identified to the Agency all jobs related to the Contract that have been outsourced to other countries, if any. Grantee further agrees that it will not outsource any such jobs during the term of this Contract without providing prior notice to the Agency.

**XV. N.C.G.S. § 133-32 and Executive Order 24:**

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement or Contract, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employee of your organization.

XVI. **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 in **two (2)** originals, one (1) of which is retained by the Grantee and one (1) which are retained by the Agency, the day and year first above written.

Grantee Hyde Soil & Water Conservation District

Signature of Authorized Representative \_\_\_\_\_ Date \_\_\_\_\_  
J. W. Spencer \_\_\_\_\_ Chairman  
Printed Name \_\_\_\_\_ Title \_\_\_\_\_

**Witness:**

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Deborah P. Cahoon \_\_\_\_\_ District Administrator  
Printed Name \_\_\_\_\_ Title \_\_\_\_\_



North Carolina Department of Agriculture and Consumer Services

Signature of Authorized Representative \_\_\_\_\_ Date \_\_\_\_\_  
N. David Smith, Chief Deputy Commissioner \_\_\_\_\_  
Printed Name of Authorized Representative \_\_\_\_\_

**Attachment A  
General Terms and Conditions**

**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:** The Grantee shall not subcontract any of the work contemplated under this Contract without prior written approval from the Agency. Any approved subcontract shall be subject to all conditions of this Contract. Only the subcontractors or subgrantees specified in the Contract documents are to be considered approved upon award of the Contract. The Agency shall not be obligated to pay for any work performed by any unapproved subcontractor or subgrantee. The Grantee shall be responsible for the performance of all of its subgrantees and shall not be relieved of any of the duties and responsibilities of this Contract.

**Subgrantees:** The Grantee has the responsibility to ensure that all subgrantees, if any, provide all information necessary to permit the Grantee to comply with the standards set forth in this Contract.

**Assignment:** No assignment of the Grantee's obligations or the Grantee's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State 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). In no event shall such approval and action obligate the State to anyone other than the Grantee and the Grantee shall remain responsible for fulfillment of all Contract obligations.

**Beneficiaries:** Except as herein specifically provided otherwise, this Contract shall inure to the benefit of and be 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, shall be 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 such person or entity, other than the Agency or the Grantee, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

**Indemnity**

**Indemnification:** The Grantee agrees to indemnify and hold harmless the Agency, including any of its Divisions, and any of its officers, agents and employees, from any claims of third parties arising out of any act or omission of the Contractor in connection with the performance of this contract to the extent permitted by law.

**Default and Termination**

**Termination by Mutual Consent:** The Parties may terminate this Contract by mutual consent with 60 days notice to the other party, or as otherwise provided by law.

**Termination for Cause:** If, through any cause, the Grantee shall fail to fulfill its obligations under this Contract in a timely and proper manner, the Agency shall have the right to terminate this Contract by giving written notice to the Grantee and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Grantee under this Contract shall, at the option of the Agency, become its property and the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the

Grantee shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of the Grantee's breach of this agreement, and the Agency may withhold any payment due the Grantee for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined. The filing of a petition for bankruptcy by the Grantee shall be an act of default under this Contract.

**Waiver of Default:** Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be 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 shall be deemed to be in default of its obligations hereunder if and so long as 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:** All deliverable items produced pursuant to this Contract are the exclusive property of the Agency. The Grantee shall not assert a claim of copyright or other property interest in such deliverables.

#### **Compliance with Applicable Laws**

**Compliance with Laws:** The Grantee shall comply 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 shall comply with all federal and State laws relating to equal employment opportunity.

**Executive Order 24:** In accordance with Executive Order 24, issued by Governor Perdue, and N.C.G.S. § 133-32, a vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, vendor, or grantee), is prohibited from making gifts or giving favors to any employee of the Agency of Agriculture and Consumer Services. This prohibition covers those vendors, contractors, and/or grantees who:

- (a) have a contract with a governmental Agency; or
- (b) have performed under such a contract within the past year; or
- (c) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors, contractors, and/or grantees are encouraged to review Executive Order 24 and N.C.G.S. § 133-32.

#### **Confidentiality**

**Confidentiality:** Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Grantee under this agreement shall be kept as confidential and not divulged or made 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.

#### **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 General Statute 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).

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

#### 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.

**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 shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this Contract

and will reimburse the Agency for loss of, or damage to, such property. At the termination of this Contract, the Grantee shall contact the Agency for instructions as to the disposition of such property and shall comply with these instructions.

**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.

**Travel Expenses:** Reimbursement to the Grantee for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract shall be reasonable and supported by documentation. State rates shall be used. International travel shall not be reimbursed under this Contract.

**Sales/Use Tax Refunds:** If eligible, the Grantee and all subgrantees 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 G.S. 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 shall not use the award of this Contract as a part of any news release or commercial advertising

## **ATTACHMENT B**

### **SCOPE OF WORK**

#### **STREAM DEBRIS REMOVAL PROJECT**

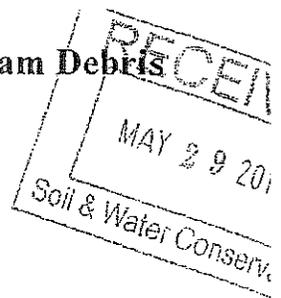
Hyde Soil & Water Conservation District (the "GRANTEE") will complete stream debris removal activities including cutting and removing downed trees, broken tops, and woody debris that impede or potentially impede water flow in the streams and tributaries described in the application submitted by the GRANTEE.

The GRANTEE will ensure that all required permits are secured for each site before any work proceeds for that site.

The GRANTEE will ensure that it follows the Best Management Practices for Selective Clearing and Snagging to manage all woody debris removed from streams. These guidelines can be downloaded at

[http://www.ncwater.org/Financial Assistance/Minimum%20Criteria%20-%20Incremental%20Effects%20of%20LWD%20Removal%201992.pdf](http://www.ncwater.org/Financial_Assistance/Minimum%20Criteria%20-%20Incremental%20Effects%20of%20LWD%20Removal%201992.pdf)

Revised Application for NCDA&CS Financial Assistance for Stream Debris Removal



Please provide the following information. Print or Type.

Applicant's Organization: Hyde Soil & Water Conservation District

Contact Name: Debbie Cahoon County Hyde

Mailing Address: P. O. Box 264, Swan Quarter, NC 27885

Telephone #: ( 252 ) 926-4195 Mobile #: ( 252 ) 542-0741

Fax #: ( 252 ) 926-3705 E-mail: dcahoon@hydecountync.gov

**Total Amount of Funding Requested (dollars):** \$13,320.00 grant allocation

**Total Estimated Project Cost (dollars):** \$13,320.00 reduced areas and footage

Impacted Stream/Drainage channel Name: (Use name on USGS Quad Sheet). Please attach good and clear map of stream/drainage (prefer 7.5" Quad Map):

Portions of Rutman and Smith Creek

Is the project subject to stream buffer requirements? Yes  No

Description of damage resulting from natural disaster (include length of affected stream reach):

Trees and woody debris have fallen into or across canals, creeks and waterways.

Description of economic, environmental, and social damages resulting from debris (include realistic \$ estimate of potential losses) :

The damages have resulted in poor drainage and could cause flooding in cropland, forestland, and homes. The impact could result in major dollars lost by farmers.

**Revised Application for NCDA&CS Financial Assistance for Stream Debris  
Removal**

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Description of any state or federally listed threatened or endangered species potentially adversely impacted by the proposed action and any strategies proposed to mitigate adverse impacts:

N/A

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---

Please describe the applicant's experience administering previous stream debris removal projects (e.g., Emergency Watershed Protection Program):

After Hurricane Isabel in 2003, Hyde Soil & Water Conservation District received a total of \$114,890.00 in grant funds for stream debris removal.

---

---

Please include other available documentation of affected area (FEMA floodplain maps, aerial photos, photos of stream channel, etc)

  
\_\_\_\_\_  
Signature of authorized official for Applicant

5/22/2012  
Date

**PLEASE  
& I**

By June 1, 2012 , submit completed revised application by email, mail, or fax to:

David B Williams, Deputy Director  
Division of Soil and Water Conservation  
1614 Mail Service Center  
Raleigh, NC 27699-1614  
Phone: (919) 715-6103  
Fax: (919) 715-3559  
Email: [David.B.Williams@ncagr.gov](mailto:David.B.Williams@ncagr.gov)

**Attachment C**



Steve Troxler, Commissioner

Certifications and Assurances Section

**3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)**

- A. The applicant certifies that it will or will continue to provide a drug-free workplace by:
- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - b) Establishing an on-going drug-free awareness program to inform employees about:
    - i. The dangers of drug abuse in the workplace;
    - ii. The grantee's policy of maintaining a drug-free workplace;
    - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
    - i. Abide by the terms of the statement; and
    - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction.  
Notice shall include the identification number(s) of each affected grant;
  - f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted:
    - i. Taking appropriate personnel action against such an employee, up to and including termination, ; or
    - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

**NC OPENBOOK SUPPLEMENTAL INFORMATION**

**INSTRUCTIONS:** Complete the information below and return it to the Contract Administrator identified in your original contract. This information must be submitted as part of your contract. If you have questions, please contact the Contract Administrator or the Alternate Contact as reflected in your contract.

**PURPOSE:** In January 2009, Executive Order 4 was signed by the Governor of North Carolina. This Executive Order requires certain information be collected from Grantees to enhance accountability and transparency of State funds. Therefore, the information outlined below shall be submitted prior to the disbursement of any State funds by the North Carolina Department of Agriculture and Consumer Services.

DUNS Number: # 031714048  
 Contract Number: HC48-12-001 Amendment Number: N/A  
 Grantee Name: Hyde SWCD  
 TAX ID Number: [REDACTED]  
 Fiscal Year Ends: June 30, 2013

1. Brief Description and Background/History of your Organization.

Be sure to include the number of years in existence, number of employees, mission and goals of your organization.  
 The Hyde SWCD was formed in 1945 as part of the Pamlico Soil & Water Conservation District which included Hyde, Beaufort Dare Tyrrell & Washington Counties. The Hyde SWCD was formed in 1995 currently the district employs two full time employees. Our mission is to promote the wise use and management of natural resources by providing experienced leadership and tech assistance.

2. Current project timeline: Begin Oct 1, 2012 End Feb. 28, 2013
3. Expected outcomes and specific deliverables.

**EXPECTED OUTCOMES AND SPECIFIC DELIVERABLES**

(Example: Expected Outcome: Aquaculture operation will remain in business. Deliverable: Healthy food made available for human consumption.)  
 Damages from Hurricane Irene resulted in poor drainage and flooding of cropland, forestland and homes. Removal of stream debris will result in better drainage.

4. The Grantee's WEB URL: http://www.hydeswcdnc.org/

5. \* Primary County of Performance. County Name: Hyde  
 (CONGRESSIONAL DISTRICT # MUST BE IDENTIFIED) Congressional District #: 3

6. \*\*County of Benefit: Single County:  Yes  No County Name: Hyde  
 Statewide:  Yes  No  
 Regional:  Yes  No

7. If the answer to question number 6 is "Regional", list the counties receiving benefit.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\*Primary County of Performance: County in which grantee is located.

\*\*County of Benefit: Identified county or counties in which funding will be spent and/or food commodities will be received.

**Attachment E  
Signature Card**

**Division of Soil & Water**



**CONTRACT & FINANCIAL DOCUMENTS**

**INSTRUCTIONS:** Please read and fill in the required information to the right of each field where applicable. Provide the requested printed and written signatures of agency representatives in the designated areas. 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.

**SECTION I.**

Date:	September 4, 2012
Legal Applicant Organization/Agency Name:	Hyde Soil & Water Conservation District
Federal Tax Identification Number:	<del>XXXXXXXXXX</del>

**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 of a sole purpose of defrauding the State of North Carolina.

**NON-PROFIT ORGANIZATIONS ONLY**

Chairman of the Board of Directors (Contract Documents)	Financial Representative Signature
Print Name:	Print Name & Title:
Signature:	Signature:

**GOVERNMENTAL ENTITIES**

Appropriate Governmental Official (Secretary, Commissioner, etc.)	Chief Fiscal Officer Signature
Print Name & Title:	Print Name & Title:
Signature:	Signature:



**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

**Exempt Payee**

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
  2. The United States or any of its agencies or instrumentalities,
  3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
  4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
  5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
  7. A foreign central bank of issue,
  8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
  9. A futures commission merchant registered with the Commodity Futures Trading Commission,
  10. A real estate investment trust,
  11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
  12. A common trust fund operated by a bank under section 584(a),
  13. A financial institution,
  14. A middleman known in the investment community as a nominee or custodian, or
  15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.



**FOR NCDA&CS ONLY:**  
 Return Request to:  
 Pam Winstead, Supervisor  
 Accounts Payable, NCDA&CS  
 1001 Mail Service Center  
 Raleigh, N.C. 27699-1001

North Carolina Department of Agriculture  
 and Consumer Services  
 Steve Troxler, Commissioner

Terri S. Overton,  
 Director  
 Budget & Finance

**ELECTRONIC PAYMENT REQUEST FORM**

For your convenience and benefit, the State of North Carolina offers payees the opportunity to receive future payments electronically, rather than by check. Your payments will be deposited into the checking or savings account of your choice. In addition to having the money deposited electronically, you also will be notified of the deposit electronically, either by fax or by e-mail. The fax or e-mail will provide you with all the information that would normally be on your check stub.

- **ATTACH A VOID CHECK, PRINT THE INFORMATION BELOW and MAIL to your Contract Administrator as identified in your cover contract document.**

Payee Name County of Hyde  
 Federal ID # / Social Security # 56-6000308  
 Bank Name East Carolina Bank  
 Bank routing number [REDACTED]  
 Checking account # [REDACTED]  
 Savings account # \_\_\_\_\_

- FAX number or e-mail address for payment notification. Place a check mark in front of the method of notification you prefer. Identify the Grant Program you are participating in as requested below.

FAX # (252) 926-3701 OR  
 E-mail address cgibbs@hydecountync.gov  
 Authorized Signature: Gerrine Gibbs Date: 8/28/2012  
 Title: Finance Officer  
 Phone # (252) 926-4197

THIS DOCUMENT IS PRINTED ON CHEMICAL REACTIVE PAPER WHICH CONTAINS A WATERMARK, ULTRAVIOLET FIBERS AND MICROCPRINTING

COUNTY OF HYDE  
 P.O. BOX 188  
 SWAN QUARTER, NC 27886

THE EAST CAROLINA BANK  
 SWAN QUARTER, NC  
 VOID AFTER 60 DAYS

10184

CHECK NO. CHECK DATE VENDOR NO.

PAY

**VOID**

CHECK AMOUNT

TO THE ORDER OF

Payee will be notified of the check deposit made by an appropriate bank agent pursuant to the official correspondence published by the bank.

**VOID**





## Hyde County Board of Commissioners AGENDA ITEM SUMMARY SHEET

**Date:** 9.17.2012

**Title:** Dare County/ Hyde County Inspections Interlocal Agreement

**Sponsor:** Kris Noble **Title:** Planning Director

**Agency/Dept.:** Office of Economic Development and Planning

**Description:** The attached agreement, made and entered into March 1st 2012, is between Dare County and Hyde County and represents an agreement between the two said county governments. The agreement states that Dare will provide Hyde services of an experienced fire inspector. In the past, this agreement has also been used for Dare to provide to Hyde Level II and III Electrical Inspections. At this time, Dare County is requesting the attached agreement to be revised to specifically state that Electrical Inspections will be included in addition to Fire Inspections. Dare County is requesting that the Inspector be paid at a rate of \$37.15 per hour plus mileage at the Federally approved rate and that specific information to be included in the language of the agreement.

**Attachments:** Yes. Dare-Hyde Fire Inspections Interlocal Agreement.

**Reading number:** First

**Impact on Budget:** Does not increase the budget.

**RECOMMENDATION:** Authorize County Attorney to amend existing agreement.

<u>MOTION MADE BY:</u>	<u>MOTION SECONDED BY:</u>	<u>VOTE:</u>	<u>Aye</u>	<u>Nay</u>
_____ Byrd	_____ Byrd	Byrd	_____	_____
_____ Spencer	_____ Spencer	Spencer	_____	_____
_____ Styron	_____ Styron	Styron	_____	_____
_____ Swindell	_____ Swindell	Swindell	_____	_____
_____ Tunnell	_____ Tunnell	Tunnell	_____	_____

COPY

**NORTH CAROLINA  
HYDE COUNTY**

**THE AGREEMENT**, made and entered into this 1<sup>st</sup> day of March, 2012, by and between Dare County, a body politic and corporate organized and existing pursuant to the laws of the State of North Carolina, Party of the First Part and hereinafter referred to as DARE, and Hyde County, a body politic and corporate organized and existing pursuant to the laws of the State of North Carolina, Party of the Second Part and hereinafter referred to as HYDE;

**WITNESSETH:**

WHEREAS, DARE and HYDE have agreed to cooperate with each other in order to provide fire inspection services within the territorial jurisdiction of HYDE; and

WHEREAS, Part 1 of Article 20 of Chapter 160A of the North Carolina General Statutes empowers DARE and HYDE to enter into an interlocal agreement in order to execute an undertaking whereby a unit of local government exercises any power, function, public enterprise, right, privilege, or immunity either jointly with or on behalf of another unit of local government;

NOW THEREFORE, for and in consideration of the mutual benefits, covenants, and promises contained herein, the parties hereto agree as follows:

I. In accordance with the terms and conditions of the Agreement, upon request of HYDE, DARE will provide HYDE the services of an experienced fire inspector in order to provide inspection services within the territorial jurisdiction of HYDE, said fire inspector being hereinafter referred to as the Assisting Officer. The Assisting Officer shall be certified in the State of North Carolina to perform each inspection required under this Agreement. The inspection services will be provided as requested by HYDE but shall be scheduled by DARE and shall take into account the other workload of the Assisting Officer.

2. HYDE will pay DARE for the provision of inspection services within the territorial jurisdiction of HYDE by the Assisting Officer at an hourly rate equal to the total personnel costs incurred by DARE during each hour that the Assisting Officer is providing fire inspection services for HYDE or work related to those services, including travel to and from the site of such inspections. In addition, HYDE will reimburse DARE for the mileage traveled in a Dare County vehicle at the IRS rate in effect at that time and for any other expenses incurred by DARE for the Assisting Officer, including disposable testing supplies, meals, lodging (at the DARE allowance rates) and tolls. The payment of said hourly rate as determined above and reimbursement of the expenses as stated above is the full compensation which HYDE will pay DARE for the provision of inspection services with the territorial jurisdiction of HYDE by the Assisting Officer. Payment will be made within ten (10) days after the receipt by HYDE of an invoice from DARE for the inspection services within the territorial jurisdiction of HYDE by the Assisting Officer provided during the previous month.

3. While providing inspection services within the territorial jurisdiction of HYDE, the Assisting Officer will have the same authority as fire inspectors employed by HYDE and shall be subject to the supervision of the County Manager of HYDE or the person designated by the County Manager of HYDE to supervise fire inspection services with the territorial jurisdiction of HYDE.

4. It is understood and agreed that, at all times, the Assisting Officer is an employee of DARE and is not an employee of HYDE. The Assisting Officer shall not receive any employee benefits from HYDE. DARE shall provide the Assisting Officer employee benefits

which are regularly provided to its employees pursuant to its policies.

5. DARE shall ensure that the Assisting Officer is covered, during the time the Assisting Officer is providing inspection serviced with the territorial jurisdiction of HYDE by the Workers Compensation Insurance which DARE regularly provides to its employees pursuant to its policies.

6. HYDE will hold harmless and indemnify DARE for any claims or damages, other than workers compensation related claims, resulting from the provision of fire inspection services within the territorial jurisdiction of HYDE by the Assisting Officer which are within the scope of the authority of the Assisting Officer as a fire inspector.

7. The term of this Agreement shall be for a period of twelve (12) months commencing on March 1, 2012, and terminating on February 28, 2013, unless sooner terminated pursuant to the provisions of paragraph 9. This Agreement may be extended for additional terms of six (6) months upon mutual written agreement of the County Manager of DARE and the County Manager of HYDE.

8. This Agreement may be terminated by mutual agreement of the parties or by either party, at any time, by the provision of at least fifteen (15) days written notice to the other party. HYDE will pay DARE for all services rendered prior to the effective date of termination.

9. All notices, approvals, consents, requests, or demands required or permitted to be given under the Agreement shall be in writing and shall be deemed sufficiently given when deposited in the mail, first-class postage prepaid, and addressed to the respective parties as follows:

DARE:  
County Manager  
Dare County  
Post Office Box 1000  
Manteo, North Carolina 27954

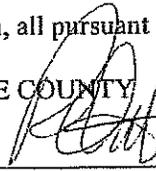
HYDE:  
County Manager  
Hyde County  
Post Office Box 188  
Swan Quarter, North Carolina 27885

or to such other addresses as either party shall subsequently designate by notice given in accordance with this section.

10. This Agreement constitutes the entire understanding of the parties.
11. This Agreement shall be binding upon the successors and assigns of the parties.
12. The parties will make and execute all further instruments and documents required to carry out the purposes and intent of this Agreement.
13. This Agreement shall not be modified or otherwise amended except in writing signed by the parties.

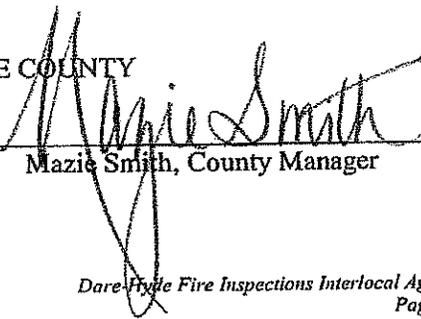
IN WITNESS WHEREOF, the parties hereto have executed this Agreement, in duplicate originals, as of the day and year first above written, all pursuant to authority duly granted.

DARE COUNTY

By: 

Bobby Outten, County Manager

HYDE COUNTY

By: 

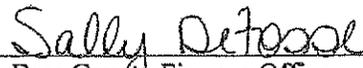
Mazie Smith, County Manager

APPROVED AS TO FORM:

By:   
Dare County Attorney

PRE-AUDIT CERTIFICATION

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

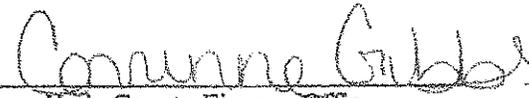
By:   
Dare County Finance Officer

APPROVED AS TO FORM:

By:   
Hyde County Attorney

PRE-AUDIT CERTIFICATION

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

By:   
Hyde County Finance Officer



Since 1712

# HYDE COUNTY

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## NORTH CAROLINA

**Meeting Date:** 09.17.12

**Presenter(s):** Mazie Smith

**Title:** County Manager

**Agency/Dept.:** Administration

**Item Title:** E-Mail System Services and Backup

**Attachments:** No

**Description:** In accordance with NCGS 132 Public Records Law and the North Carolina Department of Cultural Resources (NCDRC) electronic mail is just as much a record as any traditional paper record, and its content must be treated in the same way. It is the responsibility of every County employee to follow the NCDRC Guidelines for Retention and Disposition of E-Mail messages.

Discussion about the need for E-Mail system services and backup will be conducted and request to retain a provider will be made.

**Times Read:** First

**Impact on Budget:**

**Recommendation:** Discussion and approve.

<u>MOTION MADE BY:</u>	<u>MOTION SECONDED BY:</u>	<u>Vote:</u>	<u>Aye</u>	<u>Nay</u>
____ A. Byrd	____ A. Byrd	A. Byrd	____	____
____ B. Swindell	____ B. Swindell	B. Swindell	____	____
____ D. Styron	____ D. Styron	D. Styron	____	____
____ D. Tunnell	____ D. Tunnell	D. Tunnell	____	____
____ S. Spencer	____ S. Spencer	S. Spencer	____	____



## E-mail Management

*(The following section may be modified by the provisions of Executive Order No. 18 ["E-Mail Retention and Archiving Policy"], signed by Governor Beverly Eaves Perdue on July 7, 2009. Consult your county legal department. To learn more about Executive Order No. 18, and about guidelines and policies for e-mail retention, follow the links in the Learn More sidebar.)*

Electronic mail is just as much a record as any traditional paper record, and its content must be treated in the same way. It is the content of each message that is important. If a particular message would have been filed as a paper memo, it should still be filed (either in your email program or in your regular directory structure), and it should be retained the same length of time as its paper counterparts. It is inappropriate to destroy email simply because storage limits have been reached.

Three of our publications will be particularly helpful (available online at <http://www.records.ncdcr.gov/default.htm>):

- [E-Mail as a Public Record in North Carolina: Guidelines for its Retention and Disposition](#)
- [E-Mail User Guidelines Checklist](#)
- [North Carolina Public Records with Short-Term Value: Guidelines for their Retention and Disposition](#)

### Transitory and Personal E-mail

E-mail can frequently be used to send both personal messages and transitory work-related messages. Personal messages to fellow colleagues about lunch plans are not considered public records and should not be saved. (IMPORTANT: see below, "Proper Management of E-mail.") Transitory work-related messages should also not be retained for a long period of time. Examples of transitory e-mails include:

- "While you were out" messages
- Publications (that your office did not create)
- Duplicate Messages (mass e-mailings from your HR department)

The only exception is that some e-mail messages contain both personal and business-related information; if this is the case, these e-mail messages must be managed as a public record, according to the records schedule. Personal correspondence using government e-mail should be kept to a minimum and organized separately from business-related correspondence. See [e-mail checklist](#).

### IT's Role

IT is responsible for the computing infrastructure and for the receipt, storage, and transmission of e-mail. IT is also responsible for system maintenance, including:

- Software
- Storage
- Back-ups

As a records custodian, you are responsible for records management, including:

- Assessing and classifying

- Distributing
- Filing
- Disposing of or retaining records

#### Proper Management of E-mail

Properly managing your e-mail includes:

- Acting on business correspondence
  - Manage your e-mail in a timely way
- Follow your records schedule:
  - Manage and file your e-mail electronically
  - Destroy outdated records routinely
  - Destroy electronic and paper records at the same time
- Ensure security
  - Avoid using e-mail (e-mail systems are usually insecure) to transmit confidential information
  - Destroy records in a secure manner, especially e-mail with confidential information
  - Consult your IT department regarding any questions in this area

Match the subject line of an e-mail with the value of the message or the reason for saving it in this short quiz:

Quiz Me





Since 1712

# HYDE COUNTY

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## NORTH CAROLINA

**Meeting Date:** 09.17.12

**Presenter(s):** Mazie Smith

**Title:** County Manager

**Agency/Dept.:** Administration

**Item Title:** Discussion of BHM Regional Library Membership

**Attachments:** Yes

**Description:** At its last regularly scheduled meeting on September 4, 2012 the Board held over discussion of Hyde County remaining a member of the Beaufort/Hyde/Martin Regional Library System.

**Times Read:**

**Impact on Budget:** Does not increase the budget.

**Recommendation:** Question for understanding, decide on future relationship with library system.

**MOTION MADE BY:**

\_\_\_\_\_ A. Byrd  
\_\_\_\_\_ B. Swindell  
\_\_\_\_\_ D. Styron  
\_\_\_\_\_ D. Tunnell  
\_\_\_\_\_ S. Spencer

**MOTION SECONDED BY:**

\_\_\_\_\_ A. Byrd  
\_\_\_\_\_ B. Swindell  
\_\_\_\_\_ D. Styron  
\_\_\_\_\_ D. Tunnell  
\_\_\_\_\_ S. Spencer

**Vote:**

A. Byrd  
B. Swindell  
D. Styron  
D. Tunnell  
S. Spencer

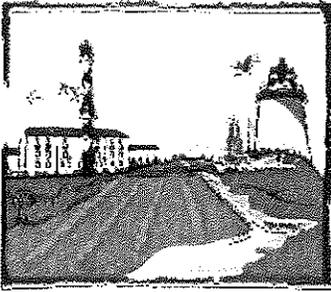
**Aye**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Nay**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Hold



Since 1712

# HYDE COUNTY

## NORTH CAROLINA

**Meeting Date:** 09.04.12

**Presenter(s):** Ed Modlin, Chairman, BHM Regional Library Board  
Susan Benning, Director, BHM Regional Library System

**Agency/Dept.:** Beaufort-Hyde Martin Regional Library

**Item Title:** Discussion of Library Martin

**Attachments:** Yes

**Description:** During FY 2012-2013 Budget deliberations, the Commissioners discussed at length whether the county could afford to remain a member of the Beaufort-Hyde-Martin Regional Library System. There were also many questions asked about how funds budgeted to BHM are specifically used in Hyde County. Mr. Modlin and Ms. Benning will present information that should address these concerns. The Board should note that in order to withdraw from the system, notice must be given to the other participating counties by no later than December 31st of the year prior to withdrawal. This would mean that notice would have to be given by December 31st, 2012 in order not to participate in the program in Fiscal Year 2012-2013.

**Times Read:** First

**Impact on Budget:** Does not increase the budget.

**Recommendation:** Question for understanding, decide on future relationship with library system

**MOTION MADE BY:**

- \_\_\_\_\_ A. Byrd
- \_\_\_\_\_ B. Swindell
- \_\_\_\_\_ D. Styron
- \_\_\_\_\_ D. Tunnell
- \_\_\_\_\_ S. Spencer

**MOTION SECONDED BY:**

- \_\_\_\_\_ A. Byrd
- \_\_\_\_\_ B. Swindell
- \_\_\_\_\_ D. Styron
- \_\_\_\_\_ D. Tunnell
- \_\_\_\_\_ S. Spencer

**Vote:**

- A. Byrd
- B. Swindell
- D. Styron
- D. Tunnell
- S. Spencer

**Aye**

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
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**Nay**

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- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

NORTH CAROLINA  
BEAUFORT COUNTY

AGREEMENT

The Boards of County Commissioners of Beaufort, Hyde, and Martin Counties pursuant to G.S. 153A-270 and G.S. 150A-464 hereby enter into this Agreement for the joint operation of the BHM Regional Library, Inc., a multi-county library system, (herein referred to as "the BHM") to provide public library service to the residents of said counties by unifying the administration of the participating libraries, providing professional library specialists, cooperating in the selection of books and other materials and crossing county lines for the benefit of all.

This Agreement shall be deemed to be in effect as of July 1, 1995 after each participating local unit of government has ratified it by resolution spread upon its minutes and for at least two years and thereafter until terminated as set forth later in this Agreement.

The BHM, headquartered at Washington in Beaufort County will operate as follows:

A. Municipalities within a county participating in this Agreement may contract with the BHM for the operation of their public libraries under financial terms mutually agreed to by the BHM Board of Trustees approved by the County Board of Commissioners and the municipal governing body.

B. The BHM system will be governed by a library board of trustees. Members of the BHM Board shall be appointed by each Board of County Commissioners pursuant to the provisions of the Amended and Restated Charter and Bylaws of the BHM.

C. The Boards of County commissioners hereby delegate to the BHM Board of Trustees the following powers and duties:

- 1) to adopt such bylaws, rules and regulations for its own guidance and for the government of the library as may be necessary and in conformity with law;
- 2) to elect a chairman, vice-chairman and such other officers as it shall deem necessary;
- 3) to appoint a properly qualified Regional Director of library services and authorize the Director to appoint assistant librarians and other employees, and to remove such librarians or employees. It is understood that the Director will seek advice from local trustees and officials in appointing personnel. All library personnel will be under the administration of the Regional Library Director;
- 4) to designate a budget and finance officer to serve as prescribed by G.S. 159 Article 3 Local Budget and Fiscal Control Act.
- 5) to adopt an annual budget for the Regional Library system in line with the needs of each unit, the library as a whole, and the grants anticipated from the State Aid to Public Libraries Fund and other local, state and federal sources, and to present such budgets for approval and to be included in the budget of the participating local

- governmental units;
- 6) to make recommendations to the Boards of Commissioners of the counties concerning the construction and improvement of physical facilities of the libraries in the region;
  - 7) to report quarterly to the participating local governmental units and to report annually to the State Library as required by G.S. 125-8.

D. All moneys from both State and local governmental units will be paid into the BHM as a "Public authority" (G.S. 159-7.b10) which will comply with the provisions of the Local Government Finance Act (G.S. 159).

E. Each community which wishes a local library affiliated with the BHM Regional Library will be responsible for the provision of an adequate library building, including heat, utilities, maintenance or rent, and a telephone. County and/or municipal funds will be expended on salaries and employer share of benefits for personnel working exclusively in the county, and for materials or equipment exclusively for that county. Municipal funds will be spent for expenses directly related to the support of the library in that municipality. A portion of appropriated county funds will also be expended on such administrative and materials expenses as serve the Region as a whole (e.g. property and liability insurance, vehicles, accounting software and equipment, etc.).

The BHM Regional Library Board will determine whether a local community has met this obligation and whether the demand and the available resources are sufficient to operate such a permanent facility within the BHM system.

F. All State funds will be used for salaries and benefits of employees serving the whole region; for books, films, and other materials; for telephone service; and any other region wide service, in compliance with G.S. 125-7 and N.C. Administrative Code, Chapter 2, Subchapter 2A-sec. 0304. The Regional Finance officer will account for all expenditures by source of funds.

G. It is further agreed that all real property will be acquired and owned by the appropriate unit of local government. If the BHM offices are provided by one of the member libraries, the benefits of the proximity of the Regional staff shall be deemed proper compensation. The cost of utilities may be shared between local and regional sources of income. If the Regional offices are separate from any library, rent is a proper shared expense for the Region.

H. All other property: books, films, vehicles, projectors and other property purchased with state or Federal funds or shared local funds shall be owned by the BHM. If one county should withdraw, it forfeits any rights to joint property. If the Agreement is terminated, the joint property shall be divided equally or sold. If sold, receipts may be divided equally among the counties or on a pro-rata basis, according to the participation of each unit of government in the purchase of said items.

I. This Agreement may be amended to change or modify provisions or add new counties by resolution of each Board of County Commissioners and recorded in its minutes. The amendment shall be in effect after the last county has approved it, or at the time specified in the amendment. Copies of this contract and future adopted amendments should be sent to the Division of State Library (N.C. Admin. Code Chapter 2, Subchapter 2A, Section. 0300). Requests for amendment may come from either a Board of County Commissioners or from the BHM Board of Trustees.

J. If any county, or counties, participating in the Regional Library system wishes to withdraw from the Region, it must give written notice to the other counties not later than December 31st, that it wishes to terminate the Agreement and withdraw from the Region on June 30th of the following year.

K. If the withdrawal does not result in the dissolution of the Regional Library system, the withdrawing county will forfeit all rights to joint property of the Region. However, the BHM Board may decide to give the withdrawing library a portion of books and other materials when the loss of these materials to the Region will not impoverish the collection. The Regional Director's opinion shall be used to determine which materials can be spared.

L. If the withdrawal results in dissolution of the Regional Library system, the books, and other materials, purchased jointly by the Region shall be divided equally among the counties. All other property (vehicles, equipment) shall be sold by sealed bids taken and the proceeds equally divided among the counties.

Signed and sealed this 8<sup>th</sup> day of March, 1995.

Beaufort County

By: Frank B...

Attest:

Sharon C. Sinden

Hyde County

By: David B. Egan

Attest:

Erica M. Beckett

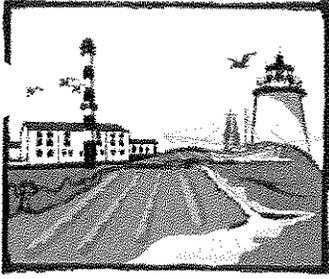
Martin County

By: W. Earl Cannon

Attest:

Ramon T. Revilla





Since 1712

# HYDE COUNTY

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## NORTH CAROLINA

**Meeting Date:** 09.17.12

**Presenter(s):** Mazie Smith

**Title:** County Manager

**Agency/Dept.:** Administration

**Item Title:** Public Safety Center - Indoor Air Quality Update

**Attachments:** No

**Description:** Update will be presented on progress made to improve air quality at the Public Safety Center.

**Times Read:** First

**Impact on Budget:**

**Recommendation:** Discussion and approve.

**MOTION MADE BY:**

\_\_\_\_\_ A. Byrd  
\_\_\_\_\_ B. Swindell  
\_\_\_\_\_ D. Styron  
\_\_\_\_\_ D. Tunnell  
\_\_\_\_\_ S. Spencer

**MOTION SECONDED BY:**

\_\_\_\_\_ A. Byrd  
\_\_\_\_\_ B. Swindell  
\_\_\_\_\_ D. Styron  
\_\_\_\_\_ D. Tunnell  
\_\_\_\_\_ S. Spencer

**Vote:**

A. Byrd  
B. Swindell  
D. Styron  
D. Tunnell  
S. Spencer

**Aye**    **Nay**

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