

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

Meeting Date: August 5, 2019
Presenter: County Manager Kris Cahoon Noble
Attachment: Yes

ITEM TITLE: CDBG-I ADMINISTRATIVE SERVICES

SUMMARY: Hyde County issued a RFP for consulting firms to provide grant administration services for the CDBG-I Sewer Extension project located in Hycienda Heights subdivision in Engelhard. A total of 3 administrative proposals were received. These were reviewed and ranked based on criteria provided under the CDBG-I Request for Proposals:

- Technical Approach/Project Schedule – 25 points
- Experience of Proposed Personnel – 25 points
- Prior Related Experience – 20 points
- Responsiveness to Client Needs – 15 points
- Fee Schedule – 15 points

After ranking of all proposals by a team of staff, management would like to recommend Holland Consulting Planners be awarded the contract to provide the administrative work required for this project.

RECOMMEND: APPROVE RECOMMENDATION

MOTION MADE BY: ___ PUGH
___ PAHL
___ SIMMONS
___ SWINDELL
___ TOPPING

MOTION SECONDED BY: ___ PUGH
___ PAHL
___ SIMMONS
___ SWINDELL
___ TOPPING

VOTE: ___ PUGH
___ PAHL
___ SIMMONS
___ SWINDELL
___ TOPPING

CONTRACT FOR CONSULTANT SERVICES

THIS CONTRACT FOR CONSULTANT SERVICES (the "Contract") is made this ____ day of August, 2019, between HYDE COUNTY, NORTH CAROLINA, hereinafter called the County, and HOLLAND CONSULTING PLANNERS, INC., hereinafter called the Consultant.

WHEREAS, the County requires the assistance of a professional planning and management consultant to manage its proposed Community Development Block Grant Infrastructure Program (CDBG-I), and desires to execute a contract for the provision of the required administration services (the "Project");

NOW, THEREFORE, the Consultant agrees to provide the County with professional planning, project management and administration services to complete the Project as hereinafter set forth, and as outlined in the County's CDBG-I grant application.

Consultant's services shall include satisfactory completion of all project requirements set forth under the terms of this Contract. In accordance with the requirements of the County's CDBG-I project, the following minimum level of CDBG administration services will be provided by the consultant:

- Complete standard tasks necessary for the implementation of the project in conformance with the following CDBG compliance areas:
 - Environmental review and Release of Funds, and other funding conditions release;
 - Citizen participation;
 - Fair housing;
 - Equal employment and procurement;
 - Section 3;
 - Section 504;
 - Language Access Plan;
 - Anti-Displacement and Relocation Assistance Plan;
 - Complaints and grievances procedures;
 - Labor standards;
 - Completion of all required reports and documentation;
 - State and Federal debarment/eligibility requirements;
 - Assistance with financial reimbursements forms; and
 - Setting up and managing official records.
- Prepare requests for payments.
- Assist with ensuring community is following financial requirements of program.

- Assist with project files in local government's office.
- Assist community in conducting all necessary public hearings/meetings.
- Assist with complying with regulations property acquisitions/easements, if necessary.
- Assist project engineer in preparation of bid documents and supervise bidding process to ensure consistency with state/federal regulations.
- Prepare and/or assist in preparing construction contracts to comply with state and federal regulations.
- Obtain debarment clearance for all contractors.
- Conduct required labor standards requirements weekly payroll checks, on-site interviews, etc.
- Attend and assist community during the state's monitoring visit(s).
- Assist community on any response(s) to monitoring findings/concerns.
- Prepare all necessary reports and assist with requests for information.
- Attend all necessary program training for project.
- If necessary, verify income information for new connections.
- Prepare program close-out documents.
- Attend Board of Commissioners' meetings as required for approval of program guidelines, contract awards, etc.
- Function as liaison between the county and the NC Department of Environmental Quality, Division of Water Infrastructure.

HYDE COUNTY shall be responsible for the following during the completion of all work items approved under the terms of this contract:

- Supervision of financial management and disbursement of all Project funds.
- Payment of costs for annual and closeout audits by an independent public accountant.
- Payment of costs of public advertising for general administration, construction bids, professional services contracts, environmental review records, public information meetings for closeout, and program and/or budget amendments. All costs of advertisement for public notices required by Department of Environmental Quality regulations will be paid for by the County.
- Provision of limited clerical assistance as requested by the Consultant.
- Examine and review all requests presented by the Consultant and render its decision pertaining thereto within reasonable time so as not to delay the services of the Consultant.

- Payment of project costs for engineering services, survey services, legal services, advertisements or other costs as may be incidental to the project.
- All administrative costs not specifically identified as the responsibility of the Consultant shall be the responsibility of Hyde County.

The Consultant shall administer the Program in accordance with applicable State of North Carolina regulations, and all applicable federal non-discriminatory and equal opportunity requirements.

The County agrees to pay the Consultant from CDBG funds an amount not to exceed \$60,000 for the services rendered. Payments will be paid in monthly installments based on actual hourly charges accrued. Hourly rates shall be based on the rates included in Attachment "A". There will be no separate charges for travel, *per diem*, or copying. If the limit of \$60,000 is reached prior to completion of the Project, the Consultant shall continue to render services to the County until such services and the Project are complete, at no additional costs to the County (unless such services qualify as additional services as outlined below). Holland Consulting Planners updates its billing rates once a year in January, and hourly rates stated in the contract may be increased annually; however, the contract not-to-exceed fee will not be increased.

The Consultant will document all monthly invoices with timesheets for Project administration time, and will submit monthly status reports which outline work performed during the previous month.

The Consultant will comply with all applicable requirements of the Grant Agreement between the County and the NC Department of Environmental Quality, Division of Water Infrastructure, and will complete all work within the time specified in the grant agreement.

The Consultant may request in writing and the County will consider granting time extensions for reasons of delay which are beyond the control of the Consultant. Delays may not necessarily be the result of any action or lack of action by the County. Such delays may include but not necessarily be limited to:

- Budget and/or program amendments which lengthen the time necessary for completion.
- Unnecessary delays, defaults, or work stoppages of any kind by companies or individuals performing professional or construction contracts.
- Failure by the County to act on written recommendations of the Consultant within 30 days of the receipt of such recommendations.
- Changes in the County's elected or appointed personnel which result in program disruption or rescheduling.

If the Project is abandoned or indefinitely postponed by the County prior to completion of defined tasks by the Consultant; or if this contract is terminated by either party prior to completion of defined tasks by the Consultant, as outlined hereinafter, the County shall pay the

Consultant an amount equal to payroll costs accrued, plus reimbursable expenses for work on those phases which have been completed, except as otherwise provided below. Payroll costs will be charged at the hourly rates included in Attachment A.

If County fails to make any payment due Consultant for services and expenses within forty-five days after receipt of Consultant's bill therefor, the amounts due Consultant shall include a charge at the rate of 3% per month from said forty-fifth day, and in addition, Consultant may, after giving seven days' written notice to County, suspend services under this Contract until he has been paid in full all amounts due for services and expenses.

No deletions, additions, changes or revisions shall be made to the scope of services or related fees included in this Contract except by written agreement of the parties hereto. Should the Consultant be required to render additional services not included in the originally-specified scope of work, an amendment shall be issued, and the County shall pay the Consultant for such services an amount equal to the expenses incurred in connection with the rendering of such services. Additional services shall include but not necessarily be limited to:

- Services after completion of the Project, such as inspections during the guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.
- Preparing to serve or serving as a Consultant or witness for County in any litigation, or other legal proceeding involving the Project.
- Additional services required because of delays, work stoppages, or defaults by other professional consultants or contractors involved in the Project.
- Additional services required because of failure of the County to act on written recommendations of the Consultant within 30 days of the receipt of such recommendations.
- Any program and/or budget amendments resulting in delays of the implementation of the program or in the addition of activities not included in the original project application.

Payroll costs for additional services will be charged at the hourly rates outlined in Attachment A.

Original non-public documents, tracings and reports of the Consultant are, and shall remain, the property of the Consultant.

Key Personnel: The Consultant shall not substitute key personnel assigned to the performance of this Contract without prior written approval by the County and the grantor agency, the NC Department of Environmental Quality, Division of Water Infrastructure. Individuals designated as key personnel for purposes of this Contract are those specified in the Consultant's proposal.

Subcontracting: Work proposed to be performed under this Contract by the Consultant or its employees shall not be subcontracted without prior written approval by the County and the

grantor agency, the NC Department of Environmental Quality, Division of Water Infrastructure. Acceptance of an offeror's proposal shall include any subcontractor(s) specified therein.

Special Provisions:

During the performance of this Contract, the Consultant and the County, for themselves, their assignees and successors in interest, agree as follows:

(1) Solicitation for Subcontracts, including Procurement of Material and Equipment: In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, the Consultant shall notify each potential subcontractor or supplier of the Consultant's obligations under this Contract and the State and Federal regulations included herein; when such Federal regulations are applicable.

(2) Interest of Members, Officers, or Employees of the County, Members of Local Governing Body, or Other Public Officials. No member, officer, or employee of the County or its agents, no member of the County's governing body, and no other public official of the County who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any financial interest, direct or indirect, in this Contract or any subcontracts thereof, or the proceeds thereof, for work to be performed in connection with this Contract. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in this Contract. However, violation of this paragraph shall not be a default or breach of the County.

3) Non-Discrimination and Affirmative Action Clauses: During the performance of this Contract, the Consultant and the County agree to abide by the regulations set forth in the following five clauses:

(a) Non-discrimination Clause – Section 109, Housing & Community Development Act of 1974

The Consultant will not discriminate in any manner on the basis of race, color, creed, sex or national origin or other legally protected status with reference to the subject matter of this Contract, no matter how remote. This provision shall be enforced by action for specific performance, injunctive relief, or other remedy provided by law; and this provision shall be construed to such manner as to prevent and eradicate all discrimination based on race, color, creed, sex or national origin.

(b) Executive Order 11246 Clause

(i) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other

forms of compensation; and selection for training, including apprenticeships. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

(ii) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(iii) The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Consultants' commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(iv) The Consultant will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(v) The Consultant will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(vi) In the event of the Consultant's non-compliance with the non-discrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

(vii) The Consultant will include the provisions of Paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the Consultant becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

(c) Non-discrimination on the Basis of Age – Age Discrimination Act of 1975, as amended

The Consultant will not discriminate against any qualified person on the basis of age, nor will the person be excluded from participation, be denied the benefits of, nor otherwise be subjected to discrimination under this Contract which receives or benefits from Federal financial assistance.

- (d) Non-Discrimination on the Basis of Disability – Section 504 of the Rehabilitation Act of 1973, as amended

The Consultant will not discriminate against any qualified disabled person, nor will the person be excluded from participation in, be denied the benefits of, nor otherwise be subjected to discrimination under this Contract which receives or benefits from Federal financial assistance.

- (e) Section 3 Affirmative Action Clause

- (i) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

- (ii) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

- (iii) The Consultant agrees to send to each labor organization or representative of workers with which the Consultant has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Consultant's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (iv) The Consultant agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Consultant will not subcontract with any subcontractor where the Consultant has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

(v) The Consultant will certify that any vacant employment positions including training positions, that are filled (1) after the Consultant is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the Consultant's obligations under 24 CFR Part 135.

(vi) Noncompliance with HUD's regulation in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.

(vii) Section 3 Covered Indian Housing Assistance Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e). (not applicable for this project)

(4) Termination and Legal Remedies:

The Consultant and County mutually agree as follows:

(a) The Consultant may terminate this Agreement immediately in the event the County fails to make payment of any amount due to the Consultant within sixty (60) days of its due date.

(b) Either party may terminate this Agreement in the event the other party materially breaches this Agreement or fails to perform in any material respect its obligations hereunder; provided that if a party believes that the other party has materially defaulted under or breached this Agreement (other than a breach of a payment obligation) and desires to terminate this Agreement because of such breach or default, such party ("Aggrieved Party") shall give written notice of such intent to the breaching party ("Defaulting Party") and shall grant the Defaulting Party thirty (30) days in which to remedy the cause for termination. During such period, the parties shall make a good-faith effort to assist each other to remedy the breach. If the breach is not remedied or waived by the end of such period, then the Aggrieved Party may terminate this Agreement, effective as of the last day of such period.

(c) This Agreement may be terminated by one party, if the other party (i) shall be or become insolvent, or admit in writing its inability to pay its debts as they mature, or make an assignment for the benefit of creditors; (ii) apply for or consent to the appointment of any receiver, trustee or similar officer for it or for all or any substantial part of its property; or such receiver, trustee or similar officer shall be appointed without the application or consent of the other party and such appointment shall not be dismissed within thirty (30) days of the date of such appointment; (iii) shall institute any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, liquidation or similar proceeding related to it under the laws of any jurisdiction; or, any such proceeding shall be instituted (by petition, application or otherwise) against the other party and the same shall not be dismissed within thirty (30) days of the date of its institution; or (iv) shall liquidate, dissolve, terminate or suspend its business operations.

(d) Either party may voluntarily terminate this Agreement by giving the other party at least sixty (60) days' advance written notice of such termination.

Upon receipt of a notice of termination from County, (i) the Consultant shall promptly discontinue all services (unless the notice directs otherwise) and deliver or otherwise make available to the County all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process, and (ii) County shall pay Consultant all fees and expenses due for services rendered through the date of termination, and reimburse the Consultant for all costs and expenses relating to commitments made by the Consultant prior to receipt of notice of termination.

(5) Project Documents: The County, the Federal and State Grantor Agencies, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, plans, papers, and records of the Consultant which are directly pertinent to this Contract, for the purpose of making audit, examination, excerpts, and transcriptions.

The Consultant shall maintain the records outlined above for five years after the County has received a Certificate of Completion from the State Grantor Agency in accordance with 24 CFR Section 570.490.

All documents including drawings and specifications prepared by Consultant pursuant to this Contract are instruments of service in respect of the Contract. They are not intended or represented to be suitable for reuse by County or others on extensions of the project or on any other project. Any reuse without written verifications or adaptation by Consultant for the specific purpose intended will be at County's sole risk and without liability or legal exposure to Consultant; and County shall indemnify and hold harmless Consultant from all claims, damages, losses and expenses including attorney's fees arising out of or resulting from any third-party claim relating thereto. Any such verification or adaptation will entitle Consultant to further compensation at rates to be agreed upon by County and Consultant.

(6) Lobbying Clauses - Required by Section 1352, Title 31, U. S. Code

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person by the undersigned for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

(7) E-Verify Certification. Consultant shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if Consultant utilizes a subcontractor for any purpose under this Agreement, it shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

(8) Sanctions for Noncompliance: In the event of Consultant's non-compliance with the special provisions of this Contract, the County shall impose such contract sanctions as it or the State of North Carolina or the U.S. Department of Housing & Urban Development may determine to be appropriate, including, but not limited to:

- (a) withholding of payment(s) to the Consultant under the Contract until the Consultant complies, and/or
- (b) cancellation, termination or suspension of the Contract, in whole or in part.

The County and the Consultant each binds himself, his partners, successors, executors, administrators and assigns to the other party to the agreements, and to the partners, successors, executors, administrators, and assigns of each other party in respect to all covenants of the Contract.

This Contract is governed by North Carolina law. Any action or proceeding arising from or relating to this Contract shall be commenced and prosecuted in Hyde County, North Carolina, or the federal district court nearest thereto.

The County and the Consultant hereby agree to the full performance of the covenants contained herein.

IN WITNESS HEREOF, they have executed this agreement, this day and year first above written.

HOLLAND CONSULTING PLANNERS, INC.

HYDE COUNTY, NC

T. Dale Holland, President

Earl Pugh, Jr., Chairman, Board of Commissioners

Witness

Clerk to the Board
This contract has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Finance Officer

Date

(SEAL)

Attachment "A"

Billing Rates

Holland Consulting Planners Inc.

Staff Position	Hourly Rate
T. Dale Holland, AICP, Principal	\$160.00
Chris Hilbert, Project Manager	\$100.00
Jessie Miars, Compliance/Relocation Specialist	\$85.00
Donna Blackmon, Asst. Program Administrator	\$75.00
Administrative/Clerical Services	\$60.00

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

Meeting Date: August 5, 2019
Presenter: County Manager Kris Cahoon Noble
Attachment: Yes

ITEM TITLE: CDBG-I ENGINEERING SERVICES

SUMMARY: Hyde County issued an RFQ to provide engineering services for the CDBG-I Sewer Extension project located in Hycienda Heights subdivision, Engelhard. A total of 6 engineering proposals were received. These were reviewed and ranked based on criteria provided under the CDBG-I Request for Qualifications.

- Technical Approach/Project Schedule – 25 points
- Experience of Proposed Personnel – 25 points
- Prior Related Experience – 20 points
- Responsiveness to Client Needs – 15 points
- Fee Schedule – 15 points

After ranking of all proposals by a team of staff, management would like to recommend Stroud Engineering be awarded the contract to provide the engineering work required for this project.

RECOMMEND: APPROVE RECOMMENDATION

MOTION MADE BY: ___ PUGH
___ PAHL
___ SIMMONS
___ SWINDELL
___ TOPPING

MOTION SECONDED BY: ___ PUGH
___ PAHL
___ SIMMONS
___ SWINDELL
___ TOPPING

VOTE: ___ PUGH
___ PAHL
___ SIMMONS
___ SWINDELL
___ TOPPING

STROUD ENGINEERING, P. A.
AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
NC License # C-0647

This AGREEMENT is between Hyde County ("Client") and Stroud Engineering, P. A. ("Engineer") for Services to be provided by Engineer for Client on the Engelhard Sanitary District Force Main Extension project ("Project"), as described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Engineer's services is described in the Scope of Services section of the Proposal ("Services"), unless Services are otherwise described in Exhibit A to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted.
- 2. Acceptance.** Client agrees that execution of this Agreement is a material element of the consideration Engineer requires to execute the Services, and if Services are initiated by Engineer prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party.
- 3. Schedule for Rendering Services.** Engineer shall begin rendering services as of the Effective Date of the Agreement. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably. Failure of governmental or other review agencies to complete their reviews and comments in a timely fashion is considered an impairment to the Engineer's services for which Engineer shall not be held responsible. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- 4. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Engineer will return to Client a

statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Engineer to perform changed or additional work, the Services are changed accordingly and Engineer will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Engineer at the time of proposal, Engineer is entitled to a change order equitably adjusting its Services and fee.

5. Compensation and Terms of Payment. Client shall pay compensation for the Services performed at the fees stated in the Compensation section of the Proposal unless fees are otherwise stated in Exhibit B to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Engineer's current fee schedule. Expenses will be charged in addition to the labor fees as also shown in Exhibit B attached. Fee schedules are valid for the calendar year in which they are issued. Engineer may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Engineer in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Engineer incurs, including but not limited to attorney fees, to the extent allowed by North Carolina law. Engineer may suspend Services for lack of timely payment.

6. Permit and Application Fees. Payment of all permit and application fees is the responsibility of the Client

7. Use of Documents.

- a. All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.
- b. Either party to this Agreement may rely on data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

- c. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.
- d. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
- e. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the Documents and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- f. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

8. Environmental Condition of Site

- a. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.
- b. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.

- c. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- d. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist Engineers or contractors to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- e. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.
- f. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner" "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

9. Indemnification and Mutual Waiver

- a. **Indemnification by Engineer:** To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, Engineers, and employees from reasonable claims, costs, losses, and damages arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Engineers.
- b. **Indemnification by Owner:** Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Engineers as required by Laws and Regulations and to the extent (if any) required in Exhibit I, Limitations of Liability.
- c. **Environmental Indemnification:** To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Engineers from and against any and all claims, costs, losses, and

damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

- d. **Percentage Share of Negligence:** To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- e. **Mutual Waiver:** To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and Engineers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

10. Limitation of Liability: Client and Engineer have evaluated the risks and rewards associated with the project, including Engineer's fee relative to the risks assumed, and agree to allocate certain risks so, to the fullest extent permitted by law, the total aggregate liability of the Engineer (and its related corporation and employees) to Client and third parties granted reliance is limited to the greater of \$50,000 or its fee for any and all injuries, damages, claims, losses, or expenses (including attorney and expert fees) arising out of Engineer's services or this agreement regardless of cause(s) or the theory of liability, including negligence, indemnity, or other recovery. This limitation shall not apply to the extent the damages are paid under Engineer's commercial general liability policy.

11. Standards of Performance

- a. **Standard of Care:** The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.
- b. **Technical Accuracy:** Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical

accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

- c. **Consultants:** Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- d. **Reliance on Others:** Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Engineers may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

12. Insurance. Engineer represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Engineer's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request.

13. Dispute Resolution. Client shall not be entitled to assert a Claim against Engineer based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer or surveyor that Engineer has violated the standard of care applicable to Engineer's performance of the Services. Client shall provide this opinion to Engineer and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to North Carolina law.

14. Termination.

- a. **For Convenience.** Upon 30 days prior written notice, Client or Engineer may terminate the performance of any further Services set forth in this Agreement for convenience. Upon the effective date of such termination notice, Engineer shall cease work on all Services set forth in this Agreement. Within 30 days of such termination, Client shall pay Engineer in full for all Services (and reimbursable expenses) performed prior to termination at which time Engineer shall deliver any completed Documents to Client.
- b. **For Cause.** In the event of a material breach of this Agreement, the non-breaching party may terminate this Agreement upon 5 days written notice to the breaching party, which notice must identify the material breach. Upon receipt of such termination notice for cause, the breaching party shall have 14 days in which to cure the breach (the "Cure Period"). Should the breaching party timely cure its material breach of this Agreement, this Agreement may not be terminated for cause. Should the breaching party fail to timely cure its material breach, this Agreement shall be terminated, effective at the end of the Cure Period. Upon the effective date of such termination for cause, Engineer shall cease work on

all Services set forth in this Agreement. Within 30 days of termination, Client shall pay Engineer in full for all Services (and reimbursable expenses) performed prior to termination at which time Engineer shall deliver any completed Documents to Client.

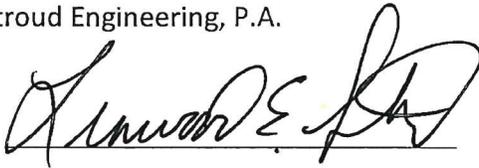
- c. **Unforeseen Conditions Or Occurrences.** If, during the course of performance of Services pursuant to this Agreement, any unforeseen hazardous substance, material, object, element, or other unforeseen conditions or occurrences are encountered which, in Engineer's judgment, materially affects or may affect the Services to be provided hereunder, the risk involved in providing the Services, or the scope of the Services, Engineer will notify Client. Subsequent to that notification, Engineer may: (a) if practicable, in Engineer's judgment and with Client's approval, complete the original scope of Services in accordance with this Agreement; (b) agree with Client to modify the scope of Services and the estimate of costs to include the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the Parties and incorporated herein; or (c) terminate the Services effective on the date of notification for convenience.

15. Force Majeure. Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of an obligation, other than the payment of money, results from any causes beyond its reasonable control and without its fault or negligence. For this purpose, such acts or events shall include, without limitation, storms, floods, unusually severe weather, acts of God, epidemics, protest demonstrations, war, terrorism or terrorist acts, riot, strikes, lockouts or other industrial disturbances or unanticipated site conditions. In the event that such acts or events do occur, both Parties shall attempt to overcome all difficulties arising and to resume as soon as reasonably possible the normal pursuit and schedule of the Services set forth in this Agreement. The time for performance of Services and the Estimated Completion Date set forth in Section 3.0 shall be extended for a period equal to the delay thereof caused by any such act or event that comes within this Subsection.

Engineer: Stroud Engineering, P.A.

Client: Hyde

By:



By:

Name/Title: Linwood E. Stroud
President

Name/Title: Kris Cahoon Noble
County Manager

Date:

7/24/19

Date:

Address:

107 B Commerce St.
Greenville, NC 27858

Address:

Phone: 252-756-9352 Fax: 252-756-2345

Phone: 252-926-4178 Fax: 252-926-3701

Exhibit A: Project Description

The project consists extension of Engelhard Sanitary District's sewer force main along Hwy. 264 and installation of services and associated pump tanks to serve 26 housing units (13 duplexes) in low income housing of Hycienda Heights, 16 units in Mattamuskeet Village Apartments, 2 single family residents at the end of Hycienda Heights Way, and 4 single family residents along Highway 264.

The engineering services include:

- Engineering Report
- Environmental Documentation
- Project permitting and design
- Bidding and contracting services
- Construction inspection and administration

Exhibit B: Fees

The Engineer's fees will be as follows:

1. Planning and Design Phase –
 - a. Engineering Report \$22,000
 - b. Environmental Documentation \$20,000
 - c. Engineering design \$49,000
 - d. Permitting \$ 5,000
 - e. Bidding and Contracting Services \$ 5,000
2. Construction Phase Services
 - a. Construction Observation/Inspection \$65,000

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

Meeting Date: August 5, 2019
Presenter: County Manager Kris Cahoon Noble
Attachment: Yes

ITEM TITLE: GRANT CONTRACT AMENDMENT #2 – CDBG-I

SUMMARY: Attached is Amendment #2 for Hyde County’s CDBG-I contract with the NC Dept. of Environmental Quality as outlined on the attached correspondence.

RECOMMEND: APPROVE

MOTION MADE BY: ___ PUGH
___ PAHL
___ SIMMONS
___ SWINDELL
___ TOPPING

MOTION SECONDED BY: ___ PUGH
___ PAHL
___ SIMMONS
___ SWINDELL
___ TOPPING

VOTE: ___ PUGH
___ PAHL
___ SIMMONS
___ SWINDELL
___ TOPPING

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

Meeting Date: August 5, 2019
Presenter: Daniel Brinn
Attachment: No

ITEM TITLE: Mattamuskeet Association- Tideland EMC Infrastructure Loan

SUMMARY: In regard to a loan to the Mattamuskeet Association in the amount of \$400,000 for 10 years at 0% interest through a loan program offered by Tideland EMC with Hyde County as the principal borrower:

The Hyde County Board of Commissioner's at their July meeting voted to:

AUTHORIZE THE COUNTY MANAGER TO WORK WITH THE COUNTY ATTORNEY TO CREATE A CONTRACTUAL RELATIONSHIP BETWEEN THE COUNTY AND THE MATTAMUSKEET ASSOCIATION IN WHICH THE ASSOCIATION IS OBLIGATED TO REPAY HYDE COUNTY ANY FUNDS WITH WHICH THE COUNTY ASSISTS THE ASSOCIATION.

AUTHORIZE THE COUNTY MANAGER TO ENTER INTO THE FINANCING ALTERNATIVE, CLOSE THE LOAN, RECEIVE THE FUNDS, MAKE PAYMENT TO THE MATTAMUSKEET ASSOCIATION AND BEGIN RECEIVING PAYMENTS IN AUGUST 2019.

It was explained to the BOC that the funding would be utilized to conduct repairs resulting from Hurricane Mathew. It was further explained that the Association has a project worksheet approved by FEMA and funding from the state that will reimburse the cost of the repairs once completed.

It was also explained that upon completion of the project and receipt of reimbursements, the Association would repay the loan in its entirety. However, it is the intention of the Association that the loan be repaid through regular payments and that the funding will be utilized to leverage the entire \$2.1M project and not repaid immediately following the initial \$400,000 reimbursement. It is also the intention of the Association that loan payments will be made to Hyde County throughout the term of the loan and duration of the entire \$2.1M project and not repaid immediately following reimbursement of the initial phase.

RECOMMEND: NO ACTION REQUIRED.

MOTION MADE BY: PUGH
 PAHL
 SIMMONS
 SWINDELL
 TOPPING

MOTION SECONDED BY: PUGH
 PAHL
 SIMMONS
 SWINDELL
 TOPPING

VOTE: PUGH
 PAHL
 SIMMONS
 SWINDELL
 TOPPING

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

Meeting Date: August 5, 2019
Presenter: County Manager Kris Cahoon Noble
Attachment: No

ITEM TITLE: RECOMMENDATIONS FOR COMPLETE COUNT COMMITTEE FOR THE 2020 CENSUS

SUMMARY: In the July Board of Commissioners meeting the Hyde County Board of Commissioners adopted a resolution to establish a Complete Count Committee for the 2020 Census.

The Committee shall be an ad hoc committee and should consist of 20 members representing a broad cross section of Hyde County's population. It is important to have strong representation from organizations that serve populations that are most likely to be undercounted.

Each township shall have at least one elected official or a designee.

RECOMMEND: The County Manager recommends that the following agency appointments be made to the Complete Count Committee:

Luana Gibbs (or designee), Hyde County Health Director
Teresa Pugh, Hyde County Health Department Spanish Interpreter
Laurie Potter (or designee), Hyde County Department of Social Services Director
Stephen Basnight (or designee), Hyde County Schools Superintendent
Darlene Berry (or designee), Hyde County Senior Center Director

The above agency appointments will bring insight to the group on properly representing traditionally undercounted groups such as the elderly, children, low income and Hispanic populations.

It is recommended by the County Manager that the resulting 15 positions be filled by three selections being made by each County Commissioner from their respective townships that reflect the individuality of the traditionally undercounted populations in their townships. These recommendations should be brought to the County Manager on or before the regular September Board of Commissioners meeting to be appointed at that time.

MOTION MADE BY: ___ PUGH
___ PAHL
___ SIMMONS
___ SWINDELL
___ TOPPING

MOTION SECONDED BY: ___ PUGH
___ PAHL
___ SIMMONS
___ SWINDELL
___ TOPPING

VOTE: ___ PUGH
___ PAHL
___ SIMMONS
___ SWINDELL
___ TOPPING

**HYDE COUNTY BOARD OF COMMISSIONERS
2011/2012 BUDGET REVISIONS**

MEETING DATE 8/5/2019					
(FO USE) BR # OR IDT#	DEPARTMENT	ACCOUNT #	LINE ITEM ACCOUNT NAME / EXPLANATION	"+" EXP BUDGET	"-." EXP BUDGET
				"-." REV BUDGET	"+" REV BUDGET
				DEBIT	CREDIT
02-20	PME	10-5910.1500	Maintenance & Repairs	\$ 500.00	
		10-2600.1400	PME Reserve		\$ 500.00
				\$ 500.00	\$ 500.00
<p align="center">This revision is to cover expenses for a failing septic system within the Public Management Entity program. Reserve will offset the expense, but the customer will be billed monthly to recoup the revenue. Budget is increased. No local appropriations are needed.</p>					

REQUESTED

Diana G. Smith DATE 8-5-19

APPROVED... CO MANAGER CO COMMISSIONER-CHAIR CLERK TO THE BOARD

ENTERED LEDGER/DATE _____

**HYDE COUNTY BOARD OF COMMISSIONERS
2011/2012 BUDGET REVISIONS**

MEETING DATE 8/5/2019					
(FO USE) BR # OR IDT#	DEPARTMENT	ACCOUNT #	LINE ITEM ACCOUNT NAME / EXPLANATION	"+" EXP BUDGET	"- " EXP BUDGET
				"- " REV BUDGET	"+" REV BUDGET
				DEBIT	CREDIT
1-20	Breastfeeding Peer Counselor Program	10-5833.0200	Salaries	\$ 291.73	
		10-5833.0500	FICA	\$ 26.77	
		10-5833.0700	Retirement	\$ 31.50	
		10-5833.4500	Contract	\$ 8,000.00	
		10-3480.0006	WIC DHHS - revenue		\$ 8,350.00
				\$ 8,350.00	\$ 8,350.00
<p align="center">This revision creates a budget for Breastfeeding Peer Counselor, a program that provides peer support for breastfeeding mothers. Hyde is going to contract with Dare County Health Department for provision of these services. No local appropriations are required.</p>					

REQUESTED Quanaal Gons DATE 8-5-19

APPROVED... CO MANAGER _____ CO COMMISSIONER-CHAIR _____ CLERK TO THE BOARD _____

ENTERED LEDGER/DATE _____

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

Meeting Date: August 5, 2019
Presenter: Chair, Vice-Chair, Commissioners, Manager
Attachment: Yes

ITEM TITLE: MANAGEMENT REPORTS

SUMMARY: This is a time for each Commissioner to give reports on their work representing the County.

Additionally, Commissioners may wish to bring up issues they wish to have followed up by the Board or by the County Manager.

The County Manager will give an oral update on various projects and other administrative matters.

RECOMMEND: Receive reports. Discussion and possible action as necessary.

MOTION MADE BY: ___ PUGH
___ SIMMONS
___ PAHL
___ SWINDELL
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MOTION SECONDED BY: ___ PUGH
___ SIMMONS
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___ SWINDELL
___ TOPPING

VOTE: ___ PUGH
___ SIMMONS
___ PAHL
___ SWINDELL
___ TOPPING

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: August 5, 2019
Presenter: Citizens
Attachment: No

ITEM TITLE: PUBLIC COMMENTS

SUMMARY: The public is invited to use this time to make comments to the County Commissioners on items discussed during this meeting and/or matters not discussed earlier in the meeting.

RECOMMEND: Receive comments.

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: August 5, 2019
Presenter: Board of Commissioners

ITEM TITLE: CLOSED SESSION

SUMMARY: The County Manager may request entering Closed Session in accordance with NCGS143A-318.11 (a)

- 1) To prevent the disclosure of information that is privileged or confidential pursuant to the law.
- 2) To prevent the premature disclosure of an honorary award.
- 3) To consult with an attorney employed or retained by the public body in order to preserve the attorney client privilege.
- 4) To discuss matters relating to the location or expansion of industries or other businesses.
- 5) To establish or instruct the public body's staff or agent in negotiating the price or terms of a contract for the acquisition of real property by purchase; or compensation and terms of an employment contract.
- 6) To consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee.
- 7) To plan, conduct, or hear reports concerning investigations of alleged criminal misconduct.
- 8) To formulate plans by a local board of education relating to emergency response to incidents of school violence.
- 9) To discuss and take action regarding plans to protect public safety.

RECOMMEND: Enter into Closed Session if required.

MOTION MADE BY: ___ PUGH (ENTER) ___ SIMMONS ___ PAHL ___ SWINDELL ___ TOPPING	MOTION SECONDED BY: ___ PUGH ___ SIMMONS ___ PAHL ___ SWINDELL ___ TOPPING	VOTE: ___ PUGH ___ SIMMONS ___ PAHL ___ SWINDELL ___ TOPPING
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MOTION MADE BY: ___ PUGH (EXIT) ___ SIMMONS ___ PAHL ___ SWINDELL ___ TOPPING	MOTION SECONDED BY: ___ PUGH ___ SIMMONS ___ PAHL ___ SWINDELL ___ TOPPING	VOTE: ___ PUGH ___ SIMMONS ___ PAHL ___ SWINDELL ___ TOPPING
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ACTION TAKEN IN OPEN SESSION:

MOTION MADE BY: ___ PUGH (ACTION) ___ SIMMONS ___ PAHL ___ SWINDELL ___ TOPPING	MOTION SECONDED BY: ___ PUGH ___ SIMMONS ___ PAHL ___ SWINDELL ___ TOPPING	VOTE: ___ PUGH ___ SIMMONS ___ PAHL ___ SWINDELL ___ TOPPING
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Human Resources Dept. Report – August 2019

- Verified information for vacation/sick leave for employees
- Completed monthly payroll
- Compiled the monthly employee newsletter
- Completed and processed monthly vouchers to pay employees' insurances, tax garnishments, child support payments, retirement, etc.
- Compiled and completed the quarterly reports: 941, NC-5Q and Employment Security Commission
- Daily Tasks - Assisted employees as necessary concerning hours worked, salary, insurance, benefits, retirement, deposit changes, etc.
- Updated employee salary rates into payroll system
- Entered new Aflac and Colonial insurance rates into payroll
- Enrolled one new full-time, two part-time transitioning to full-time and one part-time employees
- Completed and submitted the Office of State Personnel Annual Salary study
- Gathered information for the annual Finance Department and DSS audits
- Submitted corrections for employees to MedCost
- Attended LGFCU Advisory Committee's quarterly meeting
- Compiled and submitted information for the annual Workers Compensation audit
- Attended a Workplace Safety webinar sponsored by J.J. Keller & Assoc.

Respectively submitted,

Tammy Blake

Health Department Monthly Summary Report – June 2019

CLINICAL SERVICES	Current Month	Year To Date
Family Planning	18	200
Maternal Health	12	137
Adult Health: Wellness/Primary Care/Chronic Disease/Telemedicine	60	856
BCCCP	0	30
Immunizations	5	70
Seasonal Flu Shots/Flu Mists		
Adults	0	81
Children	0	184
STD Treatments	1	33
Communicable Disease Cases/Investigations	3	19
TB Treatments (Latent) & Skin Tests	1	35
Child Health (Wellness)	11	208
Child Health (Sick Care)	19	253
Rabies Treatments/Investigations**	2	13
Dental Varnishing	2	28
Lab Services	29	440
WIC (Women, Infant & Child Nutrition Assistance)		
WIC – Mainland		0
Certifications	6	123
Mid-Certification Assessments	3	66
Pick-ups	8	132
Vendor Trainings		1
WIC – Ocracoke (Quarterly)		
Certifications	6	9
Mid-Certification Assessments		7
Pick-ups	5	9
Vendor Trainings		0
PREGNANCY/EARLY CHILDHOOD SERVICES		
Pregnancy Care Management (for healthy pregnancies and births)		
Current Case Load	8	////////////////////
Contacts this Month		////////////////////
Attempts (No Contact)		////////////////////
Care Coordination for Children (for healthy children 0-5 years)		
Current Case Load	8	////////////////////
Contacts this Month		////////////////////
Attempts (No Contact)		////////////////////
BEHAVIOR HEALTH AND SUBSTANCE ABUSE SERVICES		
Behavior Health Services		
Licensed Clinical Counselor visits	22	95
Psychiatrist Visits	1	30
Substance Abuse Services		
Educational Programs in the Community		////////////////////
Navigated Services		////////////////////
Media Events		////////////////////
Needle Exchange Pick Ups		////////////////////
Narcan dispensed		////////////////////

FOREIGN INTERPRETER/OUTREACH WORKER		
Outreach programs		
Home visits:	0	////////////////////
Phone calls:	12	////////////////////
Letters sent:	2	////////////////////
Patients served in clinic:	25	////////////////////
Community work:		
Request for transportation:	0	////////////////////
Other: Ocracoke E.H.; NNO; Focus Groups; Matt Seafood	0	////////////////////
ENVIRONMENTAL HEALTH		
Food and Lodging		
F&L Inspections	29	150
F&L Visits	4	45
F&L Pre-Opening Visits	1	2
F&L Permits Issued		16
F&L Permits Suspended		1
F&L Suspensions Lifted		0
F&L Complaint Investigations		1
F&L Consults	12	167
General Sanitation		0
Vector Control	1	13
Animal Control		2
Health Education		1
On-Site Wastewater		
Sites Visited/Evaluated	17	145
Improvement Permits Issued	6	37
Construction Authorizations	8	57
Other Authorizations	1	20
Consultative Contacts	40	508
Operation Permits Issued	4	24
Migrant Housing Inspections		1
On-Site Wells		
Well Site Evaluated		2
Grouting Inspections		0
Well Site Construction Visits		0
Well Construction Permits Issued		0
Well Certificate of Completion		1
Bacteriological Samples Collected	2	17
Other Sample Collected	4	7
Well Consultative Contacts	4	46

Kelly N. Davis
19770 US Highway 264
Swan Quarter, North Carolina 27885
kellydaviswrc@gmail.com | (252) 944-3685

July 14, 2019

Earl Pugh, Chairman
Hyde County Board of Commissioners
P.O. Box 108
30 Oyster Creek Rd.
Swan Quarter, NC 27885

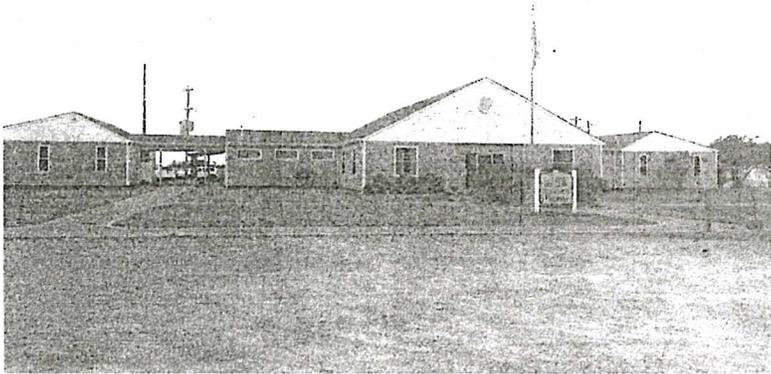
Dear Earl,

Thank you for contacting Governor Cooper's office regarding my appointment as Wildlife Commissioner for District 1. I will be sworn in by Judge Rueben Young this Thursday, July 18th during the regular Commission meeting in Raleigh. I am eager to learn about Commission business and am dedicated to working for the benefit of North Carolina's wildlife resources.

Please share my gratitude with your fellow commissioners. Feel free to call if I can be of service.

Again, many thanks,


Kelly Davis



HYDE COUNTY HEALTH DEPARTMENT

FREE TESTING: The Hyde County Health Department is now offering area residents treatment options and free testing for Hepatitis C.

Hyde County Health Department to offer free hepatitis C testing

From the Hyde County Health Department

The Hyde County Health Department is now offering hepatitis C treatment to anyone who has tested positive for hepatitis C or would like to be tested.

Most major insurances are accepted, or patients can be seen on a sliding fee scale, which adjusts the cost of visits and lab work according to individuals' household size and income, according to a press release.

The department, at 1151 Main St., Swan Quarter, will work with pharmacies for participants to receive hepatitis C medications at little or no cost to qualifying patients.

The health department also offers free hepatitis C testing for individuals who have a history of incarceration, people who are HIV positive, people and their sexual partners who currently use drugs not as prescribed, people with a history of drug use and individuals born between 1945 to 1965.

Those who do not qualify for free testing can still be tested for a small fee or through their insurance.

"The new medications used for treatment have fewer side effects and are more effective," said Kelley Newman, family nurse practitioner in the department. "Treatment usually consists of daily medication for eight to 12 weeks. It is wonderful to be able to tell

patients that they are cured of a previously incurable disease."

Newman participated in the Carolina Hepatitis Academic Mentorship Program, sponsored by the UNC School of Medicine, Duke University Medical Center and the North Carolina Division of Public Health.

In this program, Newman worked with Triangle-based physicians to learn more about how to treat and monitor hepatitis C patients. She will continue to consult with UNC and Duke-based physicians as she provides treatment.

For more information or to schedule an appointment, call the health department at 252-926-4399. World Hepatitis Day is July 28.

Hyde County Hotline looking for Crisis Line volunteers

From Hyde County Hotline

Hyde County Hotline is looking for dedicated volunteers who would be willing to attend Crisis Line training. If you would like a way to reach out to the hurting in your community and give them hope in their time of need, please

consider being a volunteer on the Crisis Line.

This training is free, and this volunteer service can be completed in the comfort and safety of your own home. The Crisis Line is available 24 hours a day, seven days a week. Our volunteers help us provide confidential,

accurate information, referrals and options. Victims are treated with respect and have the right to choose what is right for them without judgment. You will be taught how to answer crisis calls, complete a danger assessment, complete safety planning and provide

needed resources to victims. Victims of domestic abuse, sexual abuse and human trafficking can access safe shelter and advocacy by calling our 24-Hour Crisis Line at 252-925-2500. Please give us a call to let us know you would be interested in taking part in this training.



U.S. FISH AND WILDLIFE SERVICE

PEACEFUL VIEW: The sun sets on Lake Mattamuskeet. East Carolina University professor Dr. Randall Etheridge received a grant from U.S. Fish and Wildlife to study the level of bacteria that flow from the lake into the Pamlico Sound.

U.S. Fish and Wildlife grant funds study of bacteria in Lake Mattamuskeet

From East Carolina University
News Services

Growing up in Pitt County, Dr. Randall Etheridge had heard of Lake Mattamuskeet but admits he didn't know much about its environmental importance.

Shortly after arriving at East Carolina University as an assistant professor in the College of Engineering and Technology four years ago, Etheridge began a research project at Lake Mattamuskeet. He now finds himself on the front lines of a watershed restoration plan designed to protect North Carolina's largest natural lake.

Etheridge recently received a \$19,284 grant from the U.S. Fish and Wildlife Service to continue those efforts. It will be his fourth research project involving the Hyde County lake that serves as a home away from home for 200,000 migratory birds each winter.

"The goal is to see whether Lake Mattamuskeet is exporting bacteria to the Pamlico Sound," Etheridge said of the most recent grant. "No one really knows what the bacteria levels are coming out of the lake right now."

Etheridge said those bacteria levels could impact shellfish such as

oysters and clams that live in Pamlico Sound, and the commercial and recreational fishermen who harvest them.

"If the bacteria levels are too high, then the shellfish are not safe to eat," Etheridge said. "The bacteria naturally occur, and they don't harm the shellfish. It harms us when we eat the shellfish if the concentrations are too high."

Lake Mattamuskeet covers 40,100 acres — roughly 126 square miles — but it is generally just 2 to 3 feet in depth. The U.S. Fish and Wildlife Service, along with the N.C. Wildlife Commission, N.C. Coastal Federation and Hyde County, started a Watershed Restoration Plan in 2017 to address water quality and elevated water levels in the lake that could lead to flooding of nearby farms and private property.

One of the possible solutions to ease the flooding concerns is to drain more water from the lake through canals into the Pamlico Sound.

"They need to increase the flow out, and in increasing the flow out, there's the potential of increasing the amount of bacteria that are reaching the Pamlico Sound, so the goal is to find out what is going on now, so they can estimate what

would happen in the future if they did increase the flow," said Etheridge, who focuses much of his research on agricultural and ecological engineering.

Etheridge's other research involving Lake Mattamuskeet included modeling the effects canal dredging and sea level rise could have on lake outflow, determining the areas draining to the lake and monitoring the quality of water from waterfowl impoundments flowing into the lake.

"Fish and Wildlife approached us about the first project," Etheridge said of the research. "They had built partnerships with N.C. State and UNC-Chapel Hill. They realized the magnitude of the problem and recognized ECU had some expertise they could use as well."

Etheridge said he has enlisted the support of at least one undergraduate student for this most recent grant project. Five graduate and seven undergraduate students have worked on his other projects at Lake Mattamuskeet. In July, he expects to be back at the lake that is home to black bears, deer, otters and 240 species of birds, including ospreys and bald eagles.

"It is amazing," Etheridge said of the lake.



THERESA SCHNEIDER PHOTO

Shallowbag Bay in Manteo.

Manteo to regulate boating in Shallowbag Bay

By Gregory Clark

greg.clark@thecoastlandtimes.com

The North Carolina General Assembly ratified a local bill allowing the Town of Manteo to regulate boating and navigation in Shallowbag Bay. The legislation was approved unanimously by both the House of Representatives and the Senate.

In a prepared statement, Mayor Bobby Owens said, "I'm pleased this bill passed the

Legislature."

Owens added, "Our citizens have been asking for it and we need a better way to regulate Shallowbag Bay and deal with problems like derelict boats."

Regulations could address matters such as anchoring and mooring of vessels, the types of activities permitted, speed zones, no-wake zones and placement of navigational aids.

The town has set up a special email address at

shallowbagbayregulations@manteonc.gov for the public to share ideas and suggestions as commissioners begin the process of establishing the regulations.

The town promises the development of the Shallowbag Bay regulations will include a community engagement effort and are encouraging public comments at upcoming Manteo Board of Commissioners meetings.

Engelhard High School Class of 1959 gathers for reunion

From Clare Baum

Engelhard High School's Class of 1959 held its 60th-year reunion June 29 at Martelle's Feed House Restaurant in Engelhard. Seven of the 11 living class members were present — Tommy Etheridge and wife Barbara, R.S. Spencer, Judy Tomlinson and husband J.W., Jesse Gibbs and wife Dottie, Jackie Gibbs and son Sully, Mary Ann Marshall Gibbs, and Walter Baum and wife Clare.

The plentiful meal included fried shrimp, seafood casserole, pork tenderloin, lima beans and spinach salad, along with banana pudding and cobbler. Martelle's had also



OLD FRIENDS: Classmates who attended the reunion, pictured left to right, are Walter Baum, Jackie Gibbs, Jesse Gibbs, Tommy Etheridge, Mary Ann Gibbs, R.S. Spencer, Jr. and Judy Tomlinson.

CLARE BAUM

made pone bread, following the Hyde County tradition, especially for the group.

Memento bricks from the Engelhard High School classroom building, which has recently been torn down, were presented to

each classmate along with a postcard of the school.

A short program was led by President Walter Baum, and included reminiscences of times during high school years and spontaneous comments from many classmates which sparked

lots of laughter as the group relived those times long ago. Before departing, a group picture was taken, recording the special evening spent together, and there was some discussion of another time together in five years.

Fairfield Volunteer Fire Department Receives \$2,500 Grant

Fairfield Volunteer Fire Department was the recipient of a generous donation from Diana Williams and her husband Joey Ben Williams. Each year Mr. and Mrs. Williams apply for a grant from Monsanto Seed Corporation for an America's Farmers Grow Communities Programs grant, sponsored by the Bayer Fund. Her decision to choose Fairfield Volunteer Fire Dept as the recipient came from the firemen who helped Mr. and Mrs. Williams out of an overturned vehicle. The \$2,500.00 grant was accepted by the Fairfield Volunteer Fire Department.





Broadband Bill Opens Up Options for Electric Co-ops

Hurdles removed for connecting rural areas

Rural North Carolinians, including many served by electric cooperatives, often lack access to high-speed internet service at home. State lawmakers recognize this as a complicated problem that will not be solved unless barriers to deploying high-speed internet (also known as “broadband”) in rural communities are identified and removed.

Earlier this year, with help from NC electric co-ops, the General Assembly assessed legal hurdles that were preventing most electric co-ops from even exploring a potential role in rural broadband deployment. Lawmakers then quickly introduced and passed the “Electric Co-op Rural Broadband Services” bill. On May 30, Governor Roy Cooper signed the bill into law.

“The new law will by no means solve the complicated rural broadband problem, but it does open up options for electric co-ops that are assessing the needs of their communities and may be considering ways to facilitate broadband deployment through partnerships in unserved and underserved areas,” said Nelle Hotchkiss, senior vice president and chief operating officer for North Carolina’s Electric Cooperatives. “We now have more flexibility to utilize suitable co-op broadband infrastructure to not only deliver innovative energy solutions, but also provide access to

economic development, education and healthcare opportunities critical for rural prosperity and improved quality of life.”

The new North Carolina law makes the following changes:

- Allows electric co-ops to access federal funds, including USDA Rural Broadband funding;
- Provides greater flexibility to electric co-ops when structuring partnership/lease terms with broadband partners and subsidiaries;
- Clarifies that it is permissible to use existing electric co-op fiber deployed primarily for electrical purposes for the secondary purpose of providing broadband services; and
- Limits electric co-ops’ liability when they make dual-use of their fiber to provide broadband services.

Electric co-ops will still need to conduct careful analysis when

evaluating the cost feasibility of broadband deployment, and it is expected that interested co-ops will consider forming partnerships to enable deployment. In March, for example, North Carolina’s Electric Cooperatives announced a partnership with RiverStreet Networks, an established internet service provider. The partnership will execute several demonstration projects that could become models for providing broadband services using electric co-op fiber networks.

North Carolina is not the only state to enact a law to address the rural broadband problem. Other states, including Alabama, Georgia, Indiana, Missouri and Tennessee, have passed similar legislation that facilitates the deployment of rural broadband by electric co-ops.

For the full text of the NC bill, search for “S310” at ncleg.gov.



HYDE COUNTY

Emergency Services

30 Oyster Creek Road/PO Box 95

Swan Quarter, NC 27885

Telephone: (252) 926-4191 Fax: (252) 926-3709



August 1, 2019

TO: Hyde County Board of Commissioners

CC: Kristen Cahoon Noble, Hyde County Manager

FROM: Justin L. Gibbs, Hyde County Emergency Services Director

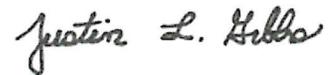
RE: PONZER VOLUNTEER FIRE DEPARTMENT REQUEST FOR ASSISTANCE

At the July 1, 2019 meeting of the Hyde County Board of Commissioners, Mr. Tim Coleman, a Ponzer volunteer firefighter, appeared before the governing body to request additional support from the local government to advance medical first responder services rendered in the Ponzer community. In response to the request and to better understand the needs of the fire department, my office arranged a meeting with the Fire Chief and the Training Officer.

On July 25, 2019, prior to a scheduled meeting of the Hyde County Fire Chiefs' Association, the aforementioned officers and myself had a very productive meeting. It was determined that since the members of the department had continued their medical training and obtained North Carolina Office of Emergency Medical Services (NCOEMS) credentials, additional low cost medications and supplies would be necessary for them to function at their highest potential. Given the items are inexpensive and the department has displayed an unwavering devotion to increasing their medical capabilities, I have committed to purchase the medications and supplies from my annual Emergency Management budget. In addition, we discussed a standardized patient care reporting form for use by all of the fire departments. The proposed form would be used to document patient encounters and ensure that patient care is continued appropriately once the patient has been transferred to the Hyde County Emergency Services Department. Furthermore, medical oversight is sorely needed to evaluate the care being rendered by the Medical First Responder Program and the proposed form would

provide for the fire departments to be integrated into the EMS System's quality assurance/quality control program.

In closing, the Hyde County Emergency Services Department is committed to supporting the Medical First Responder Program and the individual fire departments rendering those services, up to and not exceeding the level of care authorized by the Hyde County Medical Director and allowed by NCOEMS without requiring the department to obtain a provider license. We greatly appreciate the assistance provided by the Ponzer Volunteer Fire Department and their sustained dedication to advancing medical care in the Ponzer community.

A handwritten signature in black ink that reads "Justin L. Gibbs". The signature is written in a cursive style with a large initial 'J'.

Justin L. Gibbs
Hyde County Emergency Services Director



HYDE COUNTY GOVERNMENT

RECOGNITION OF SERVICE: Late Hyde County Watershed Steering Committee member Billy Williams was recognized for years of service during a ceremony on June 3. His family is pictured here.

Longtime watershed committee members honored

From Hyde County Government

The County of Hyde hosted a reception and special presentation June 3 in the multi-purpose room of the Hyde Government Center recognizing the families of William "Billy" Farrow Williams (Jan. 17, 1929 – May 3, 2019) and Calvin Blythe Davis (May 1, 1955 – June 5, 2018).

The Hyde County Board of Commissioners and County Manager Kris Cahoon Noble presented two resolutions recognizing both of these men for their exemplary community service on the Swan Quarter Watershed Steering Committee. Williams' and Calvin Blythe Davis committed service was instrumental in seeing the Swan Quarter dike to fruition, protecting and enriching the lives of others in this community.

Williams served for more than 38 years on the Swan Quarter Watershed Steering committee and was one of the founding members of the committee. "Mr. Billy," as he was called, served in many capacities through the years in seeing this project from its inception to completion.

Davis served for more than 10

years, taking his mother Alma Lee C. Davis seat on this committee when she suffered failing health. Alma Lee C. Davis served on the committee when it was formed until Blythe, as he was known, stepped in on her behalf to serve.

Mr. Billy and Blythe made a difference in the community and Swan Quarter is able to continue to thrive because of that commitment. To each of their families the county offers its deepest condolences and will hold a special place in our hearts for your loved ones. The granite plaques presented will be hung in the Hyde Government Center on the memory wall as a tribute for their dedicated service.

The Swan Quarter Watershed Committee, with the support of the Hyde Soil & Water Conservation District Supervisors and staff, oversees the maintenance and operation of the Swan Quarter Watershed covering more than 17.7 miles of dike and sheet wall pile ensuring that it operates as designed. This committee meets quarterly and is made up of nine committee members. Tony Carawan serves as the chairman of this committee.



FAMILY TRADITION: Calvin Blythe Davis served on the Watershed Steering Committee for more than 10 years after taking a seat held by his mother, who was in failing health.