

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

Meeting Date: January 7, 2019
Presenter: County Manager Kris Cahoon Noble
Attachment: Yes

ITEM TITLE: EIC CSBG APPLICATION

SUMMARY: Attached is a copy of an application for the second year of a three-year cycle that the Economic Improvement Council is submitting for the continuation of funds for the Community Services Block Grant Program, of which Hyde County is served along with Camden, Chowan, Currituck, Dare, Gates, Pasquotank, Perquimans, Tyrell and Washington counties. The EIC requests that the board review the application make any comments it deems necessary and sign and return the attached acknowledgement of receipt of the application.

RECOMMEND: REVIEW AND COMMENT

Motion Made By: ___ Earl Pugh, Jr.
___ Tom Pahl
___ James Topping
___ Ben Simmons
___ Shannon Swindell

Motion Seconded By: ___ Earl Pugh, Jr.
___ Tom Pahl
___ James Topping
___ Ben Simmons
___ Shannon Swindell

Vote: ___ Earl Pugh, Jr.
___ Tom Pahl
___ James Topping
___ Ben Simmons
___ Shannon Swindell

**North Carolina Department of Health and Human Services
Division of Social Services**



**Community Services Block Grant Program
Fiscal Year 2019-20 Application for Funding
Project Period July 1, 2019– June 30, 2020
Application Due Date: February 15, 2019**

Agency Information	
Agency:	Economic Improvement Council, Inc.
Federal I.D.	560857026
DUNS Number:	081423030
Administrative Office Address:	712 Virginia Road Edenton, North Carolina 27932
Mailing Address (include the 4-digit zip code extension):	Post Office Box 549 Edenton, North Carolina 27932
Telephone Number:	252-482-4458
Fax Number:	252-482-8227
Board Chairperson:	Robert Williams
Board Chairperson's Address: (where communications should be sent)	119 US Highway 158 Business West Gatesville, NC 27938
Board Chairperson's Term of Office (enter beginning and end dates):	09/2014-08/2019
Executive Director:	Dr. Landon B. Mason
Executive Director Email Address:	edlbmason.eic@gmail.com
Agency Fiscal Officer:	Karen King
Fiscal Officer Email Address:	kking@eicinc.org
CSBG Program Director:	Dr. James Jones
CSBG Program Director Email Address:	jjones@eicinc.org
Counties Served with CSBG funds:	Camden, Chowan, Currituck, Dare, Gates, Hyde, Pasquotank, Perquimans, Tyrrell an Washington
Agency Operational Fiscal Year:	July through June

North Carolina Department of Health and Human Services
Office of Economic Opportunity - Melvin Williams Jr., Director
2420 Mail Service Center / Raleigh, North Carolina 27699-2420

Proposed Funding

CSBG: Enter the proposed amount of CSBG funds allocated for FY 2019.

\$248,854.00

Additional Resources: Enter the amount of other resources the agency expects to receive during the 2019 program year. If an exact figure is not known at this time, the best possible estimate.

\$9,988,588.00

Agency Total Budget: Enter the sum of CSBG and Additional Resources for the period of July 1, 2019 - June 30, 2020.

\$10,237,442.00

**Community Services Block Grant Program
Fiscal Year 2019-20 Application for Funding
Certification and Assurances**

Public Hearing on the Initial Plan

We herein certify that a public hearing as required by 10A NCAC 97B .0402 Citizen Participation in the Application Process occurred on November 13– November 15, 2018 for the Initial planning process for the agency's current project plan and the agency has maintained documentation to confirm the process of the public hearing.

For multi-county providers, indicate the date and the county the hearing was held.

Date	County	Date	County
November 13, 2018	Gates County	November 13, 2018	Perquimans County
November 15, 2018	Tyrrell County	November 14 2018	Washington County
November 15, 2018	Currituck County	November 14, 2018	Camden County
November 13, 2018	Chowan County	November 15, 2018	Hyde County
November 14, 2018	Dare County	November 15, 2018	Pasquotank County

County Commissioners' Review

We herein certify that the application for this project period was submitted to the Board of County Commissioners for review and comment on December 11th, 2018 as required by 10A NCAC 97C .0111(b)(1)(A).

For multi-county providers, indicate the county and date the application for funding was presented to the Board of County Commissioners as required by 10A NCAC 97C .0111(B).

Date	County	Date	County

Board of Directors Approval of the Application

I hereby certify that the information contained in the attached application is true and the Board of Directors has reviewed and approved this application for the Community Services Block Grant Program.

Date of Board Approval: _____

Board Chairperson: _____
(Signature) (Date)

Finance Committee Chairperson _____
(Signature) (Date)

Board of Directors' Membership Roster

Total Seats Per Agency Bylaws	18	Total Current Vacant Seats	0
Total Number of Seats Reserved for Each Sector	6	Public	6
Total Number of Vacant Seats Per Each Sector	0	Public	0
		Private	6
		Private	0

Name	County of Residence	Community Group/ Area Represented	Date Initially Seated [month/year]	Number of Terms Served [completed]	Current Term Expiration [month/year]
Representatives of the Poor					
1. Shirley Leary	Pitt	Head Start Policy Council	11/2017	0	10/2019
2. Preciosa Diaz	Chowan	Head Start Policy Council	11/2017	0	10/2019
3. Sheila Gregory	Currituck	Currituck County Community	06/2012	1	05/2022
4. Jessica Davenport	Dare	Dare County Community	06/2012	1	06/2022
5. Fred Yates	Perquimans	Perquimans County Community	09/2015	0	09/2020
6. Wanda Harvey	Beaufort	Beaufort County Community	11/2017	0	08/2022
Public Elected Officials					
1. Brenda Lassiter	Perquimans	County Commissioners	09/2017	0	07/2020
2. Robert Williams	Gates	County Commissioners	09/2012	2	08/2019
3. Nina Griswell	Tyrrell	County Commissioners	11/2015	0	11/2020
4. Judy Rankins	Chowan	County Commissioners	07/2016	0	07/2021
5. William Sawyer	Camden	County Commissioners	05/2015	0	07/2022
6. Jerry McCrary	Martin	County Commissioners	07/2017	0	04/2022
Representatives of Private Organizations					
1. Oliver Jones	Pasquotank	Pasquotank County Community	05/2009	2	05/2019
2. Willie Shaw	Hyde	Hyde County Community	11/2008	2	11/2018
3. Melvin Norman	Washington	Washington County Community	03/2013	1	07/2018
4. Thomas Wood	Chowan	Chowan County Community	11/2015	0	11/2020
5. Linda Layden White	Perquimans	Perquimans County Community	01/2017	0	01/2021
6. Ray Blount	Washington	Washington County Community	11/2009	2	11/2019

The signature of the Board of Directors Chairperson certifies that the persons representing the poor were selected by a democratic process and that there is documentation on file that confirms the selection of all board members. In addition, by signing below, the Board of Directors Chairperson confirms that the selection of all board members coincides with the directives outlined in the agency's bylaws and that a current Board of Directors Member Profile is on file for each member.

Board of Directors Chairperson

Board of Directors' Membership Contact Listing

Board Member	Physical Address	Email Address
Linda White	125 Howell's Lane Hertford, North Carolina 27944	lwhite@ecps.k12.nc.us
Ray Blount	213 Middle Street Creswell, NC 27928	granddad43001@yahoo.com
Preciosa Díaz	2884 Little Gem Circle Winterville, NC 28590	Diamonddiaz63@gmail.com
Melvin Norman	743 Marriner Road Roper, NC 27970	normanm23@mchsi.com
Shelia Gregory	108 South Gregory Road Shawboro, NC 27973	sheila_gregory@ncsu.edu
Oliver Jones	1291 Doublebridge Rd. Elizabeth City, NC 27909	Oejones40@gmail.com
William Sawyer	533 N. Trotman Road Camden, NC 27921	5sawyers@wildblue.net
Judy Rankins	303 Boswell Street Edenton, NC 27832	judyrankins@centurylink.net
Willie Shaw	195 Lake Swamp Rd Englehard, NC 27824	williegshaw@hotmail.com
Brenda Lassiter	725 Sandy Cross Road Belvidere, NC 27919	blassiter@pcs.k12.nc.us
Robert Williams	119 US Highway 158 Business W. Gatesville, NC 27938	robertewilliams46@hotmail.com
Jessica Davenport	P.O. Box 669 Manteo, NC 27954	davenportj@dcdss.org
Fred Yates	147 Winfall Blvd. Winfall, NC 27985	fred@intilport.com
Nina Griswell	175 Travis School Road Columbia, NC 27925	ngriswell@tyrrellcounty.net
Thomas Wood	105 West King St. Edenton, NC 27932	thomas@godwinandgodwin.net
Shirley Leary	113 US Hwy 158 Bus W Gatesville, NC 27938	
Jerry McCrary	P.O. Box 98 Pamøle, NC 27861	mayorjerrym@gmail.com
Wanda Harvey	1303 Nicholson Street Washington, NC 27889	cnellrae@gmail.com

**ECONOMIC IMPROVEMENT COUNCIL, INC.
BOARD OF DIRECTORS**

NAME & COUNTY	OCCUPATION	CATEGORY REPRESENTED	DATE SEATED	1ST 5-YR TERM ENDS	2ND 5-YR TERM ENDS
Dr. Linda Layden White/PERQUIMANS 125 Howell's Lane Hertford, NC 27944 (252) 482-4436 Wk. (252)482-7309 Fax (252)333-0271 Cell lwhite@ecps.k12.nc.us	Educator	(C) Private Groups/Interests Early Childhood Education	01/2017	01/2021	
Mayor Ray Blount/ WASHINGTON 213 Middle Street P.O. Box 123 Creswell, NC 27928 (252) 797-4314 (252) 945-3837 (cell) mayorblount@gmail.com	Bank Services	(B) Private Sector Mayor	11/2009	11/2014	11/2019
Mr. Melvin Norman/WASHINGTON 743 Marriner Road Roper, NC 27970 (252) 793-4089 (252) 217-2198 normanm23@mehsi.com	Retired Administrator/ Teacher	(C) Private Groups/Interests	7/2013	07/2018	
Mrs. Sheila Gregory/CURRITUCK 108 South Gregory Road Shawboro, NC 27973 (252) 232-2261 Sheila_gregory@ncsu.edu .	NC Cooperative Extension	(B) Poor Sector	6/2012	6/2017	5/2022
Mr. Oliver Jones/PASQUOTANK 1291 Doublebridge Rd Elizabeth City, NC 27909 (252) 339-9047 Oejones40@gmail.com	Retired Correctional Officer	(C) Private Groups/Interests	5/2009	05/2019	
Dr. William Sawyer/CAMDEN 533 N. Trotman Road Camden, NC 27921 (252) 336-5550 (H) (252) 339-2155 (C) 5sawyers@wildblue.net	Retired NC Cooperative Extension	(A) Public Sector	7/2015	7/2017	7/2022
Ms. Judy Rankins/CHOWAN 303 Boswell Street Post Office Box 582 Edenton, NC 27932 (252) 482-8939 (H) 252-370-0308 Judyrankins@centurylink.net	Retired Teacher	(A) Public Sector	07/2016	7/2021	
Mr. Willie Shaw/HYDE 195 Lake Swamp Road Englehard, NC 27824 1-(252) 473-7341 williegshaw@hotmail.com	Forestry Services	(C) Private Groups/Interests	11/2008	11/2014	11/2018
Mr. Robert Williams, Sr./ GATES 119 US Highway 158 Business West Gatesville, NC 27938 (252) 357-1222 (252) 332-9460 Cell	Retired Dean NC Community College	(A) Public Sector	09/2014	08/2019	

robertewilliams46@hotmail.com					
Ms. Jessica Davenport/ DARE P.O Box 669 Manteo, NC 27954 (252) 475-5567(w) (252) 256-4275(cell) davenportj@dcdss.org	Receptionist	(B) Poor Sector	7/2012	07/2017	6/2022
Mayor Fred Yates/PERQUIMANS 147 Winfall Blvd. Post Office Box 42 Winfall, NC 27985 (252) 333-9393 fred@intilport.com	Mayor Retired U. S. Marine	(B) Poor Sector	09/2015	11/2020	
Ms. Nina Griswell /TYRRELL 175 Travis School Road Columbia, NC 27925 252-796-7074 (cell) 252-794-8600 (work) ngriswell@tyrrellcounty.net	Tyrrell County Prison (Administrative Office)	(A)Public Sector	11/2015	11/2020	
Attorney Thomas Wood/CHOWAN 105 West King Street Edenton, NC 27932 252-357-0438 (Work) 252-333-7868 (Cell) thomas@godwinandgodwin.net	Attorney	(C)Private Sector	11/2015	11/2020	
Mrs. Wanda W. Harvey /BEAUFORT 1303 Nicholson Street Washington, NC 27889 1-252-940-9405 cnellrae@gmail.com	Retired Educational Trainer	(B) Poor Sector	8/2017	1/2022	
Mrs. Preciosa Diaz/ PITT 2884 Little Gem Circle Winterville, NC 28590 (252) 428-8680 Diamonddiaz63@gmail.com	Disable	(C) Poor Sector HS-3 Policy Council Chairperson	11/2017	10/2018	
Mrs. Brenda Lassiter/PERQUIMANS 725 Sandy Cross Road Belvidere, NC 27919 (252) 331-9806 blassiter@pcs.k12.nc.us	Retired Public Relation	(A) Public Sector	7/2017	7/2020	
Ms. Shirley Leary/GATES 113 US Highway 158 Bus. W. Gatesville, NC 27938 (252) 357-1281	Policy Council	(C) Poor Sector	11/2017	10/2018	
Mayor Jerry M. McCrary/ MARTIN P.O. Box 98 Parmele, NC 27861 (252) 702-9912 mayorjerrym@gmail.com	Mayor	(B) Public Sector	09/2018	09/2020	

*** The Policy Council Chairman's representative is subject to change annually, 5 years maximum for the same person.**

Board of Directors' Officers and Committees

Note: All committees of the board should fairly reflect the composition of the board (10A NCAC 97C .0109). Be sure to identify the chairperson and other committee positions.

Name	Office	Sector Represented	County Represented*
Officers of the Board			
Robert Williams	President	Public	Gates
William Sawyer	Vice-President	Public	Camden
Judy Rankins	Secretary	Public	Chowan
Ray Blount	Treasurer	Private	Washington
Committee Name: Executive			
Robert Williams	Chairperson	Public	Gates
Judy Rankins		Public	Chowan
Melvin Norman		Private	Washington
Ray Blount		Private	Washington
William Sawyer		Public	Camden
Committee Name: Personnel			
Judy Rankins	Chairperson	Public	Chowan
Fred Yates		Poor	Perquimans
Sheila Gregory		Poor	Currituck
Linda L. White		Private	Perquimans
Thomas Wood		Private	Chowan
Committee Name: Planning/Evaluation			
Willie Shaw	Chairperson	Private	Hyde
Oliver Jones		Private	Pasquotank
Fred Yates		Poor	Perquimans
Wanda Harvey		Poor	Beaufort
Committee Name: Finance			
Ray Blount	Chairperson	Private	Tyrrell
Brenda Lassiter		Public	Perquimans
Jessica Davenport		Poor	Dare
Nina Griswell		Public	Tyrrell
Preciosa Diaz		Policy	Chowan
Committee Name: Audit			
William Sawyer	Chairperson	Public	Camden
Jerry McCrary		Public	Martin
Nina Griswell		Public	Tyrrell
Shirley Leary		Poor	Pitt
Committee Name:			
	Chairperson		

*To be completed by agencies serving multiple counties.

**Community Services Block Grant Program
Fiscal Year 2019-2020 Application for Funding
Planning Process Narrative**

1. Explain in detail how each of the following was involved in the planning and development of this strategic plan.
 - a. Low-Income Community: (See Attachment

 - b. Agency Staff: (See Attachment)

 - c. Agency's Board Members: (See Attachment)

2. Describe your agency's method and criteria for identifying poverty causes and list the identified causes. Also describe the methods and criteria used to determine priority and selection of strategies to be implemented that will address the poverty causes. (See Attachment)

3. Describe activities that your agency has undertaken to advocate for and empower low-income individuals and families to achieve economic independence and security. (See Attachment)

4. Describe how your agency plans to make more effective use of, coordinate and form partnerships with other organizations and programs including: State welfare reform efforts; public and private resources; religious organizations, charitable groups, and community organizations. (See Attachment)

5. Describe how your agency will establish linkages between governmental and other social services programs to assure the effective delivery of such services to low-income individuals, to avoid the duplication of such services and to fill identified gaps in services, through the provision of information, referrals, case management and follow-up consultations. (See Attachment)

6. Provide a description of how your agency will support innovative community and neighborhood-based initiatives related to the purposes of the Community Services Block Grant (fatherhood initiatives and other initiatives with the goal of strengthening families and encouraging effective parenting). (See Attachment)

7. Describe activities that your agency has undertaken or plans to undertake, on an emergency basis, for the provision of such supplies and services, nutritious foods and related services, as may be necessary to counteract conditions of starvation and malnutrition among low-income individuals.

(See Attachment)

8. Describe how your agency will coordinate the provision of employment and training activities with entities providing activities through statewide and local workforce investment systems under the Workforce Innovation and Opportunity Act. (See Attachment)

9. Describe how your agency will ensure coordination with the emergency energy crisis intervention program under title XXVI (relating to low-income home energy assistance). (See Attachment)

10. Describe the needs of low-income youth and your agency's efforts to promote increased community coordination and collaboration in meeting the needs of low-income youth.
(See Attachment)

11. Describe your agency's method for informing custodial parents in single-parent families that participate in CSBG programming about the availability of child support services. In addition, describe your method for referring eligible parents to the child support office[s].
(See Attachment)

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PLANNING PROCESS NARRATIVE

Fiscal Year 2018 – 2019

1. Explain in detail how each of the following was involved in the planning and development of this strategic plan:
 - a. **Low-income Community:** The low-income participated in communities and their local County Commissioners meetings to determine the priorities, needs and resources that were available to assist them. The result of the meeting indicated that the Self-Sufficiency Project would be the number one priority for the Community Services Block Grant Program.
 - b. **Agency Staff:** The Community Services Block Grant staff acted as resource providers and facilitators during the planning process. The staff did not influence the low-income families of their decisions. They offered suggestions and provided technical assistance as requested by the target communities and residents.
 - c. **Agency's Board Members:** The Economic Improvement Council Board approved the Anti-Poverty planning process as presented by the Community Services Block Grant Director.
2. Describe your agency's method and criteria for identifying poverty causes and list the identified causes. Also describe the methods and criteria used to determine priority and selection of strategies to be implemented that will address the poverty cause.
 - a. The agency's method of identifying poverty causes was through the Census Statistics, County Assessments and the Poor Sectors Representation on the Economic Improvement Council Board. The HHS Poverty Guidelines are also used to determine the enrollment of families into the Family Self-Sufficiency Program.

Identifying poverty vary among different groups and family conditions. The following is a list of poverty causes in our Northeastern area:

- Lack of Education
- Lack of Industrial Development
- High incidence of single family households
- Lack of job training and adequate skill development
- Lack of adequate public and private transportation
- High incidence of job lay off
- Health and Mental conditions

- **Lack of cost of living increases**

b. The methods and criteria used to determine priorities and strategies is through an application process which will include; income, employment skills, education, health and resource availability.

3. **Describe activities that your agency has undertaken to advocate for and empower low-income individuals and families to achieve economic independence and security.**

The activities that EIC has undertaken to advocate and empower low-income individuals to achieve a greater sense of authority over their lives is through the implementation of the Limited Opportunities To Family Self-Sufficiency Project. Family enrollment along with positive guidance will give individuals and families the opportunity to make lifelong decisions in determining their own lives and future. To achieve economic independence and security, families will identify their own strengths and weaknesses. Case Managers will provide supportive services when needed and suggest ways to handle their future challenges.

4. **Describe how your agency plans to make more effective use of, coordinate and form partnerships with other organizations and programs including: State welfare reform efforts; public and private resources, religious organizations, charitable groups, and community organizations.**

The Economic Improvement Council plans to maintain a relationship with organizations serving low-income families/individuals. The agency's Board of Directors solicits representation from the community organizations including religious and charitable groups to comprise the private sectors of the Board.

The CSBG Case Managers will work with local churches, schools, teachers, health care, public housing organizations, community based organizations and job training for welfare recipients to help move towards self-sufficiency.

- **State Welfare Form – Continue to have a rapport with Social Services**
- **Public and Private Resources – Attend meeting, send/receive referrals and follow-ups**
- **Religious Organizations – Send notifications to churches and organizations on our agency activities, etc.**
- **Charitable Groups – Volunteer our services when needed.**
- **Community Organizations – Attend meetings and build a rapport and maintain seats on various community boards.**

Economic Improvement Council, Inc.

- 5. Describe how your agency will establish linkages between governmental and other social services programs to assure the effective delivery of such services to low-income individuals, to avoid the duplication of such services and to fill identified gaps in services, through the provision of information, referrals, case management and follow-up consultations.**

EIC has a satellite office in each of the ten counties. These offices are primarily "One Stop" Centers that provide information and services on all of EIC programs and all other programs in the surrounding area. These satellite offices are shared by other agencies and programs to help fill in the service gaps.

EIC will continue to make referrals to other agencies that will meet the need of our customers. Services that are provided through the satellite offices would include eligibility determination, referrals and follow-ups consultations. The mutual relationships between agencies would help to prevent duplication of services. It will provide an incentive for other public and private agencies to use our offices for their information and referral activities.

- 6. Provide a description of how your agency will support innovative community and neighborhood based initiatives related to the purposes of the Community Services block Grant (fatherhood initiatives and other initiatives with goal of strengthening families and encouraging effective parenting).**

The mission and philosophy of the Economic Improvement Council is hinged upon assisting families to become self-sufficient. The Self-Sufficiency Program as proposed is designed to support innovative community and neighborhood initiatives geared to remove barriers to self-sufficiency.

The Community Services Block Grant staff will support innovative community and neighborhood based initiatives by providing transportation, promotional advertisement, being in attendance, serving as a volunteer and encouraging community support.

- 7. Describe activities that your agency has undertaken or plans to undertake, on an emergency basis, for the provision of such supplies and services, nutritious foods, and related services, as may be necessary to counteract conditions of starvation and malnutrition among low-income individuals.**

In promoting community Food Drives, agency's collaboration with Food Banks, Churches and other organizations such as, the Department of Social Services, local Head Start Programs, Food and Nutrition Programs and the Cooperative Extension Programs help with the conditions of starvation and malnutrition among low-income individuals. EIC Staff and Board Members currently occupy seats on other agency boards that provide nutritional assistance to low-income individuals.

Economic Improvement Council, Inc.

8. **Describe how your agency will coordinate the provision of employment and training activities with entities providing activities through statewide and local workforce investment systems under the Workforce Investment Act of 1998.**

EIC will coordinate provision of employment and training activities through the job screening process. The agency will collaborate with other state/local employment agencies such as: Temp Agencies, Regional Job Fairs, Colleges, Universities, and other businesses to provide referrals for employment and training activities.

All agencies will promote the development and implementation to a more unified system of measuring accountability and performances.

9. **Describe how your agency will ensure coordination with the emergency energy crisis intervention program under title XXVI (relating to low-income home energy assistance).**

The Economic Improvement Council has developed a rapport with the county Department of Social Services. EIC will make referrals to families/individuals that are in need of emergency to the energy crisis intervention program. Through consistent coordination with the county Department of Social Services information will be disseminated to other departments.

10. **Describe the needs of low-income youth and your agency's efforts to promote increased community coordination and collaboration in meeting the needs of low-income youth.**

The involvement of youth age is an integral part of the fabric of EIC and the CSBG Programs. EIC plans and coordinates activities regularly with other programs and agencies such as the National Youth Sports Program, local schools, Colleges and Universities. The needs of our youth are varies and generally reflects the needs of the greater community. Several needs have been identified and are listed below:

- Transient Families
- Family Isolation
- Lack of Recreational Facilities
- School Dropout Rate
- Child Abuse and Neglect
- High Delinquency Rate

Economic Improvement Council, Inc.

The Economic Improvement Council involves a multitude of public and private resources to combat the needs for youth.

- Public Schools
- Department of Social Services
- Albemarle Rehabilitation Center
- Albemarle Speech and Hearing
- Private Physicians
- Partnership for Children Centers
- Partnership for Children (Smart Start)

To improve coordination in meeting the above needs, the Council provides expertise and guidance in the development of youth programs and setting of priorities for youth involvement.

- 11. Describe your agency's method for informing custodial parents in single-parent families that participate in CSBG programming about the availability of child support services. In addition, describe your method for referring eligible parents to the child support office(s).**

The method used to inform custodial parents in single-parent families of availability of child support is done during the initial contact assessment. During that process, the Case Managers are made aware of whether they receive child support services or not. If a custodial parent participating in the CSBG Program is not receiving child support the question is asked if they are interested in applying for the support benefits.

Community Services Block Grant Program
Fiscal Year 2019-20 Application for Funding
OEO Form 210
Agency Strategy for Eliminating Poverty

Planning Period: July 1, 2019 – June 30, 2020

Section I: Identification of the Problem (use additional sheets if necessary)

1. Give the Poverty Cause name(s), rank the poverty cause(s) and identify which one(s) the agency will address. (See Attachment)

2. Describe the poverty cause(s) in detail in the community with appropriate statistical data (include data sources).
 - (A) Explain why the problem exists. (See Attachment)

 - (B) Identify the segment of the population and give the number of people experiencing the problem. (See Attachment)

 - (C) Provide demographic information of those adversely effected inclusive of:
(See Attachment)
 - (a) Gender
 - (b) Age
 - (c) Race/Ethnicity for the agency's service area

 - (D) Explain how the persons are adversely affected.

Section II: Resource Analysis (use additional sheets if necessary)

- (E) Resources Available: (See Attachment)
 - a. Agency Resources:
 - b. Community Resources:

- (F) Resources Needed: (See Attachment)
 - c. Agency Resources:
 - d. Community Resources:

Section III: Objective and Strategy

- (G) Objective Statement: To enroll 50 low-income families in the Family Self-Sufficiency Program with 5 families moving above the poverty guidelines by June 30, 2020.
Strategies for Objective: To qualify and employ comprehensive case management that would include community services providers such as; NC Works, DSS and Base Entities.

Economic Improvement Council, Inc.
712 Virginia Road
Post Office Box 549
Edenton, NC 27932
(252) 482 - 4458, Ext. 113

ANTI-POVERTY PLAN SUMMARY
July 1, 2019 - June 30, 2020

Dr. Landon B. Mason, Executive Director
(252) 482-4458, Ext. 137

1. Executive Summary

Public Hearing on the Initial Plan

Public Hearing requirements 10A NCAC 97B. 0402 (3) is to hold hearings for the initial stages of the planning process.

A. Public Hearing Requirement

The Department of HHS requires the Economic Improvement Council to conduct a public hearing on the Community Services Block Grant Program. A Public Hearing is scheduled for November 13th – through November 15th, 2018. Notices regarding the public hearings are or will be published in the Daily Advance newspaper and the satellite offices.

B. EIC Program Operations

EIC is a Community Action Agency designated by the local elected officials to administer Anti-Poverty Programs within Region "R" of the State of North Carolina. Counties comprising the Region include: Camden, Chowan, Currituck, Dare, Gates, Hyde, Pasquotank, Perquimans, Tyrrell and Washington.

C. Community Needs Assessment

The Economic Improvement Council, Inc. is located in the Northeastern section of North Carolina. Its northern boundary joins the State of Virginia. The ten counties are predominately rural with a very high incidence of poverty.

In assessing the needs of the communities during the first year of our three year period, (1) Limited job opportunities and (2) Lack of affordable housing were the two priorities. The FSS Program addresses the needs of the entire family and gives the CSBG staff the opportunity to coordinate and focus on programs with multiple resources; so that customers and community groups can find integrated resources to solve inter-related problems.

D. ROMA Case Management (The CSBG Service)

Also known as "Self-Sufficiency", at a minimum, the following elements is included in a comprehensive/case management program:

- a. A comprehensive assessment of the issues facing the family is conducted.

- b. A written plan toward self-support for each family member is created.
- c. A comprehensive assortment of services is made available as needed to implement the plan for self-support, including the use of available community resources.
- d. A case management strategy is used to track and evaluate progress and the plan is adjusted.

E. Board Structure (Tripartite Board)

The Board of Directors consists of 18 members and is constituted so as to assure that:

- a. One-third of the members of the board are elected public officials, holding office on the date of selection, or their representatives.
 - b. Not less than one-third of the members are persons chosen in accordance with democratic selection procedures adequate to assure that they are representatives of low-income individuals and families in development, planning, implementation, and evaluation of the program to serve low-income communities; and
- F. The remaining of the members are officials or persons from businesses, industries, the labor force, faith community, law enforcement, educational, or other major groups and interests in the community served.

G. CSBG Program

Purposes and Goals:

To provide industrial, agricultural, recreational and educational services to assist in the general economic well-being, health and welfare of the citizens in the Albemarle area to become more self-sufficient.

I. Goals will be accomplished through:

- i. The strengthening of the community capabilities for planning and coordinating the use of a broad range of Federal, State, and other assistance related to the elimination of poverty.
- ii. The organization of a range of services related to the needs of low-income families and individuals.
- iii. The greater use of innovative and effective community-based approaches of attacking the causes and effects of poverty.
- iv. Maximum participation of residents of the low-income communities.
- v. The broadening of the resources base of programs directed to the elimination of poverty.

II. Funding

The EIC/CSBG funding for the year 2019-2020 is \$248,856.72.

III. Proposed Project

Self-Sufficiency: This project will provide the opportunity for 50 low-income families to become self-sufficient through the provision of comprehensive support and self-help.

**Community Services Block Grant Program
Fiscal Year 2019-20 Application for Funding
One-Year Work Program
OEO Form 212**

Section I: Project Identification						
1. Project Name:	Family Opportunity to Self-Sufficiency					
2. Poverty Cause Name:	Limited Opportunities to Self-Sufficiency					
3. Objective Statement:	To enroll 50 low-income families in the Family Self-Sufficiency Program with 5 families moving above the poverty guidelines by June 30, 2020.					
4. Selected Strategy:	To qualify families and employ comprehensive case management that would include community service providers such as; NC Works, DSS and Base Entities.					
5. Project Period:	July 1, 2019	To	June 30, 2020	Plan Year	3	of 3
6. CSBG Funds Requested for this Project:	\$248,856.72					
7. Total Number Expected to Be Served:	50					
a. Expected Number of New Clients	0					
b. Expected Number of Carryover Clients	50					
Section II: One-Year CSBG Program Objective and Activities						
Activities	Position Title(s)	Implementation Schedule				
		First Quarter	Second Quarter	Third Quarter	Fourth Quarter	
Objective: To provide comprehensive case management services to <u>50</u> families (with emphasis on those who are unemployed, underemployed and in need of standard housing) from July 1, 2019 – June 30, 2020)	Case Managers	35 (5)	40 (5)	45 (5)	50	
Project Introduction:						
Provide orientation to the Board of Directors	Executive Director	07/01/2019 09/30/2019				
Provide orientation and training to staff.	CSBG Director Case Managers/Case Manager/AR4CA Administrator	07/01/2019 09/30/2019	10/01/2019 12/31/2019	01/01/2019 03/31/2020	4/01/2019 6/30/2020	

Community Services Block Grant Program

**Fiscal Year 2019-20 Application for Funding
One-Year Work Program
OEO Form 212 (continued)**

Section II: One-Year CSBG Program Objective and Activities (continued)						
Activities	Position Title(s)	Implementation Schedule				
		First Quarter	Second Quarter	Third Quarter	Fourth Quarter	
a. Review poverty causes and conditions b. Set goals (review targets)	CSBG Director	07/01/2019 09/30/2019				
c. Discuss work plan d. Income verification review e. Recruitment process f. Eligibility determination and enrollment g. Review available resources	CSBG Director and Case Managers	07/01/2019 09/30/2019	10/01/2019 12/31/2019	01/01/2020 03/31/2020		
Complete community awareness activities and Networking with other organizations that advocate for low-income families.	Case Managers	07/01/2019 09/30/2019	10/01/2019 12/31/2019	01/01/2020 03/31/2020	4/01/2020 6/30/2020	
Assign staff duties and responsibilities.	CSBG Director	07/01/2019 09/30/2019	10/01/2019 12/31/2019	01/01/2020 03/31/2020	4/01/2020 6/30/2020	
Project Initiation:						
Screen applicants, assess needs, determine eligibility and complete enrollment and Family Contract Agreement.	Case Managers Case Managers/AR4CA Administrator/Case Manager	07/01/2019 09/30/2019	10/01/2019 12/31/2019	01/01/2020 03/31/2020	4/01/2020 6/30/2020	
Manage each family on a case by case basis; provide support, guidance and direct financial assistance with available funds as needed.	Case Managers Case Managers/AR4CA Administrator/Case Manager	07/01/2019 09/30/2019	10/01/2019 12/31/2019	01/01/2020 03/31/2020	4/01/2020 6/30/2020	
Develop resource opportunities in accordance with the Self-Sufficiency Plan.						
a. Identify sources of training for customers related to budgeting b. Establish a contact list for potential employers.						
c. Create a list of landlords with affordable housing and rental assistance possibilities.						
d. Research community options to support health, nutrition, transportation and childcare.						

Community Services Block Grant Program

**Fiscal Year 2019-20 Application for Funding
One-Year Work Program
OEO Form 212 (continued)**

8. Use the tables below to enter your agency's targeted outcome results. The performance measures will be included in the agency's CSBG contract.

All CSBG grantees operating self-sufficiency projects are required to enter program targets in Table 1. Please refer to *Performance Measures and Outcomes Definitions* on page 6 of the Fiscal Year 2018-19 CSBG Application Instructions. If your agency operates more than one project, you will also need to complete Table 2 on the following page and also enter specific program targets. There should be one table of outcome measures per project.

Table 1 Outcome Measures for Project 1 (enter project name)	
Measure	Expected to Achieve the Outcome in Reporting Period (Target)
The number of participant families served.	50
The number of low-income participant families rising above the poverty level.	5
The number of participant families obtaining employment.	10
The number of participant families who are employed and obtain better employment.	3
The number of jobs with medical benefits obtained.	2
The number of participant families completing education/training programs.	2
The number of participant families securing standard housing.	3
The number of participant families provided emergency assistance.	15
The number of participant families provided employment supports.	20
The number of participant families provided educational supports.	3
The average change in the annual income per participant family experiencing a change.	This measure does not require a target, but must be reported.
The average wage rate of employed participant families.	This measure does not require a target, but must be reported.

Community Services Block Grant Program

Community Services Block Grant Program
Fiscal Year 2019-20 Application for Funding
One-Year Work Program
OEO Form 212 (continued)

9. For Community Action Agencies that serve multiple counties, provide a breakdown of the expected *number of persons served* in each designated county in the table below. Show the total number of persons served in the table.

Number of Families to be Served Per County											
Agency Name: Economic Improvement Council, Inc.											
Project Name: Family Opportunity To Self-Sufficiency											
County	Camden	Chowan	Currituck	Dare	Gates	Hyde	Pasquotank	Perquimans	Tyrrell	Washington	Total
Total Planned	5	5	5	5	4	5	6	5	5	5	50
Project Name:											
County											Total
Total Planned											

**Community Services Block Grant Program
Fiscal Year 2018-19 Application for Funding
Monitoring, Assessment and Evaluation Plan**

1. Describe the role and responsibilities of the following in the assessment and evaluation of agency programs. (See Attachment)
 - a. Board of Directors:
 - b. Low-Income Community:
 - c. Program Participants:
 - d. Others:
2. Describe the systematic approach for collecting, analyzing and reporting customer satisfaction data to the Board of Directors. (See Attachment)
3. Describe how administrative policies and procedures are monitored by the Board of Directors. (See Attachment)
4. Describe how the Board acts on monitoring, assessment and evaluation reports. (See Attachment)
5. Describe the Board's procedure for conducting the agency self-evaluation. (See Attachment)
6. Summarize the results of the Board's most recent self-evaluation. Describe how the information has been or will be used to develop the agency's next Strategy for Eliminating Poverty. Indicate the timeframe and planned activities for the next evaluation. (See Attachment)

Economic Improvement Council, Inc.

Monitoring, Assessment and Evaluation Plan

Attachment

1. Describe the role and responsibilities of the following in the assessment and evaluation of the agency programs.
 - a. Board of Directors: The Board of Directors participates in the development, planning, implementation and evaluation of the Community Services Block Grant program which serves the low-income community. The Board delegates the responsibility day-to-day operation of the agency to the Executive Director who then assigns authority to the CSBG Director to make sure the program is managed effectively. The Board of Directors receives reports periodically to ensure that the goals established are being properly implemented. They also make the necessary adjustments to redirect or modify the program when necessary.
 - b. Low-income Community: The low-income community receives reports on a regular basis via local community organizations and the CSBG Staff. The low-income community will have the opportunity to make suggestions regarding the implementation of the program. They are also given the opportunity to appear before the Board of Directors and express their concerns regarding the administering of the program and its evaluation.
 - c. Program Participants: Through a chain of command, program participants may express their concerns regarding the CSBG Program. Participants may request to meet with the Executive Director or the Board of Directors. The agency will conduct surveys to assess the quality of the program as a mean of involving participants and obtaining their opinion regarding CSBG standards and the quality of service being offered.
 - d. Others: Other citizens of community groups may express concerns regarding the implementation of the CSBG Program by contacting the Executive Director. Any citizen not satisfied with the implementation of the program may appeal to the agency's Board of Directors. These individuals can also express their concerns or ask for clarification regarding any and all program implementation standards.

2. Describe the systematic approach for collecting, analyzing and reporting customer satisfaction data to the Board of Directors.

Surveys were issued to customers during their quarterly assessments, section 8 housing process, walk-ins and to those seeking assistance for our services. The Data collected on the surveys included demographic information, issues concerning their families and how the agency can better serve the low-income communities. The data on the survey's were analyzed and distributed to the Board of Directors for their review and recommendations.

3. Describe how administrative policies and procedures are monitored by the Board of Directors.

The Board of Directors is responsible for approving all modifications and or final amendments to the administrative policies and procedures. Any recommendations for changes to the policies must be submitted to the Executive Director for approval. If approved, the Executive Director has the responsibility of presenting the changes to the Board's approval or at a time specified by the Board. The Board consists of five committees (Executive, Personnel, Planning and Evaluation, Finance and Special) that are responsible for carrying out activities such as evaluating and monitoring the agency's policies and procedures, programs and projects offered by the agency, and the fiscal operations of the agency.

4. Describe how the Board acts on monitoring, assessment and evaluation reports.

The Board of Directors will receive monitoring, assessment and evaluation reports during each regular meeting. The purpose of these reports will be to advise the Board if the projects is meeting the targeted goals or if the project is encountering problems. The Board will suggest and recommend program adjustments to correct any necessary problems.

5. Describe the Board's procedure for conducting the agency self-evaluation.

The Board conducts self-evaluation utilizing three basic evaluation tools. These tools consist of Formative Evaluation, Quality Assurance, and Outcome Evaluation.

Formative Evaluation: This is done on a regular basis during official Board meetings. The operation and development of programs are measured based upon the progress of meeting and/or exceeding targeted goals, short and long term program achievements and expected outcomes. Financial information and participant data are compared to determine the level of achievement for each program. Programs that are not meeting the minimum achievement levels based upon time schedules are cited and recommendations for improvement are made.

Quality Assurance: This form of evaluation is used to determine if the process of involvement with low-income families is appropriate, timely and well documented. to accomplish this, the Board relies upon staff documentation, surveys and outside monitoring reports. Low-income families and individuals may also be allowed to appear before the Board to voice their concerns, problems or expectations.

Outcome Evaluation: This is achieved by employing the Result Oriented Management and Accountability cycle (ROMA). During this evaluation stage, data will be analyzed and compared to benchmarks that have been set in place. The outcomes will be used to determine the effectiveness of the program, update annual and long-rang planning, support agency advocacy, funding and community partnership activities.

6. Summarize the results of the Board's most recent evaluation. Describe how the information has been or will be used to develop the agency's next Strategy for Eliminating Poverty. Indicate the timeframe and planned activities for the next evaluation.

The Economic Improvement Council Board of Directors most recent self-evaluation on increasing the unrestricted funds to assist the agency in eliminating poverty. There is an apparent need to increase revenue in the organization; therefore, the Board of Directors will become intentional with a strategic planning process that will increase unrestricted funds flowing through the agency. The Board of Directors will continue to thrive in the area of helping people become self-sufficient as we fight to eliminate poverty. The timeframe and planned activities for the next evaluation is July 31, 2017. We will identify levels of funding, program funding, and donations. There is an ongoing assessment to assess cash flow payroll and accounts payable to increase organizational funding.

**Community Services Block Grant Program
Fiscal Year 2018-19 Application for Funding
CSBG Administrative Support Worksheet
OEO Form 212A**

1. Administrative Support requested for (Name of Grant):	
2. Total amount of Administrative Support requested: \$	
3. Brief description of grant including the name of the funding source:	
4. Total Grant Amount:	\$
5. Give the reason for requesting Administrative Support from CSBG and describe how the funds will be used: (Attach supporting documentation in the Appendices)	
6. How will the agency track the CSBG funds used for Administrative Support?	
7. Basis for determining amount of Administrative Support needed. (Please select either Indirect Costs or Cost Allocation, not both.)	
Indirect Costs	
Indirect Cost Base:	
Indirect Cost Rate %:	%
Indirect cost base amount for this grant:	\$
Percent indirect allowed by funding source for this grant:	%
Dollar amount indirect allowed by funding source for this grant:	\$
Cost Allocation	
Percent of administrative costs allowed by funding source for this grant %:	%
Dollar amount of administrative costs allowed by funding source for this grant:	\$
8. Actual numerical calculation used to determine Administrative Support needed:	
9. Administrative Support to be applied: (choose one)	Monthly
	Quarterly
	Annually

CONTRACT BUDGET
STATE OF NORTH CAROLINA DIVISION OF SOCIAL SERVICES
OFFICE OF ECONOMIC OPPORTUNITY

Agency	ECONOMIC IMPROVEMENT COUNCIL, INC.	Effective Period	
		From	07/01/18
			06/30/19

Revenues

Program Costs	(1) Amount	(2) % of Funds	(3) Source of Funds
1. Maximum Federal Funds	\$248,854	100% %	CSBG
	\$0	0% %	
	\$0	0% %	
2. Maximum State Funds	\$0	0% %	
3. Provider Match Funds - Cash	\$0	0% %	
4. Provider Match Funds - In-Kind	\$0	0% %	
5. State Match Funds - Cash	\$0	0% %	
6. TOTAL PROGRAM COST	\$248,854		

**Total of #1 and #2 Should equal Column 2 Total.*

**Line 6 Should equal Column 3 Total.*

**Total of #3, #4 and #5 should equal Column 1 Total.*

Estimated Expenditures

Object of Expenditures	Column 1	Column 2	Column 3
	Provider / Other* (Cash and/or In-Kind)	Federal/State Funds	Total Program Costs
A. Salaries and Wages	\$0	\$121,584	\$121,584
B. Fringes Benefits	\$0	\$52,944	\$52,944
C. Equipment Purchases - Tangible Property	\$0	\$0	\$0
D. Communication	\$0	\$5,530	\$5,530
E. Space Costs	\$0	\$4,700	\$4,700
F. Travel/Employee Development	\$0	\$7,576	\$7,576
G. Supplies and Materials	\$0	\$496	\$496
H. Contractual Services	\$0	\$4,150	\$4,150
I. Client Services	\$0	\$29,750	\$29,750
J.	\$0	\$0	\$0
K. Other	\$0	\$750	\$750
L. Indirect Costs	\$0	\$21,374	\$21,374
M. Totals	\$0	\$248,854	\$248,854

Part V - Allocation By County

A.	County	(1) Actual	(2) Budgeted	(3) Percent
1	CAMDEN		\$9,433.00	3.79%
2	CHOWAN		\$26,013.00	10.45%
3	CURRITUCK		\$24,741.00	9.94%
4	DATE		\$34,763.00	13.97%
5	GATES		\$17,927.00	7.20%
6	HYDE		\$10,401.00	4.18%
7	PASQUOTANK		\$67,685.00	27.20%
8	PERQUIMANS		\$22,321.00	8.97%
9	TYRRELL		\$8,418.00	3.38%
10	WASHINGTON		\$27,152.00	10.91%

Part VI - Agency-wide Funding Sources

	Provider	Amount
1	CSBG	\$248,854.00
2	HEAD START 10	\$3,915,713.00
3	HEAD START 3	\$4,145,610.00
4	CACFP Head Start 10	\$270,420.00
5	CACFP Head Start 3	\$362,070.00
6	DOE	\$109,929.00
7	LIHEAP	\$279,944.00
8	HARRP	\$158,378.00
9	SECTION VIII	\$702,296.00
10	FSS HUD	\$44,228.00
	Total	\$10,237,442.00

OEO Form 225N-The Budget Narrative

Section III-Budget Summary			
Indirect Cost Rate Information: 17.21%			
Section IV-Salary and Wages			
Staff Names and Positions: Dr. James Jones, 100%, Case Manager/AR4CA Administrator, Lillian Dance 100%, Case Managers, Wendy Hedgebeth, Anniesha Overton, 100%; Weatherization 6.0%; Head Start 40.6%; Section 8,(25.6%); Management & Administration (24.2%).			
Section IVa-Budget Support Data			
Fringe Benefits: Disability & Life Insurance; Vision; 81% of Health Insurance; Retirement 7%. Communications: The Internet is used in 2 counties which include; Camden, and Chowan. The providers for the internet are as follows: Net-Change for Camden; Century link for Chowan			
Section IVb-Budget Support Data			
Equipment: N/A			
Section IVc-Budget Support Data			
Space Costs: There are 10 locations as follows: Camden, 117 NC Highway 343 ; Chowan, 712 Virginia Road (P. O. Box 549) Edenton; Currituck, 2793 Caratoke Highway; Dare 723 Sir Walter Raleigh St. Manteo; Gates, 252 Highway 37 S. Gatesville; Hyde 1430 Main St. Swanquarter; Pasquotank, 104 W. Ehringhaus St. (P. O. Box 1263) Elizabeth City; Tyrrell, 109 L.A. Kesier Dr. Columbia; Washington, Plymouth; Perquimans 220 Winfall Blvd. Winfall NC 27985. We pay monthly rent in 5 counties as follows: Currituck, \$75 includes utilities (120 of 1400 sq. ft.); Hyde, (27,879) sq. ft.) utilities included in quarterly payment. Perquimans includes utilities (216 of 800 sq. ft.) Tyrrell includes utilities (442 of 6000 sq ft); Washington, includes utilities (332 of 5664 sq ft.). We pay utilities in the following counties Chowan, \$27.22 a month which is 3.6% of the bill as in our cost allocation plan; Dare, \$142.70 a month; Perquimans, gas \$12.14 a month; and Pasquotank, \$48.53 which is 25% of the bill based upon our cost allocation plan.			
Travel: Calculations are provided in OEO Budget Form 225.			
Supplies/Materials: Pens, Paper, File Folders, Ink.			
Section IVd-Budget Support Data-Contractual			
Sub-contractor [DBA if applicable]	TIAA Commercial Finance	Primary Contact	
Address/Phone	P.O. Box 911608 Denver CO 80291		
Service Description	Copier Lease Agreement		
Payment Arrangement	\$335.78	Contract Duration	12 months
Sub-contractor [DBA if applicable]	Community Action	Primary Contact	Vicky Hedinger
Address/Phone	25 Gaston Street Asheville, NC		
Service Description	Access to the use of the AR4CA Web		

Payment Arrangement		Contract Duration	
Section IVe-Budget Support Data			
Client Services: Calculations are provided in the OEO Budget Form 225.			
Other: All calculations are provided in OEO Budget Form 225.			

**Community Services Block Grant [CSBG]
Documentation of Submission to County Commissioners**

Background: The North Carolina Administrative Code [10A NCAC 97C.0111 (b)(1)(A)] requires that each CSBG grant recipient submit its Community Anti-Poverty Plan [grant application] to each County Commissioner Board that it serves.

Instructions: This form is to be completed and notarized by the Clerk to the Board.

Agency Name: _____

County: _____

Date of Application Submission: _____

[Note: This application should be submitted to the County Commissioners at least thirty [30] days prior to application submission to the Office of Economic Opportunity [OEO]. The grant application is due to OEO **February 15, 2019**.

Clerk to the Board should initial all items below.

_____ The agency submitted a complete grant application for Commissioner review.

_____ The Clerk to the Board will be responsible for assuring that the application is distributed to the Commissioners.

_____ Commissioners' comments provided those to the agency. (If applicable)

Clerk to the Board

Date

Notary

Date

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

Meeting Date: January 7, 2019
Presenter: County Manager Kris Cahoon Noble
Attachment: Contract & Agreement for Services by Independent Contractor
McClees Consulting, Inc.

ITEM TITLE: RENEWAL OF CONTRACT WITH MCCLEES CONSULTING, INC.

SUMMARY: Manager Noble is requesting approval of the attached annual renewal contract and agreement for McClees Consulting, Inc. to provide lobbyist services for Hyde County.

The contract for services has been budgeted for FY18-19 utilizing \$10,000 from Ocracoke Occupancy tax funding and \$15,000 from the administrative budget.

RECOMMEND: APPROVE CONTRACT

Motion Made By: Earl Pugh, Jr.
 Tom Pahl
 James Topping
 Ben Simmons
 Shannon Swindell

Motion Seconded By: Earl Pugh, Jr.
 Tom Pahl
 James Topping
 Ben Simmons
 Shannon Swindell

Vote: Earl Pugh, Jr.
 Tom Pahl
 James Topping
 Ben Simmons
 Shannon Swindell

STATE OF NORTH CAROLINA
COUNTY OF PAMLICO

**CONTRACT AND AGREEMENT
FOR SERVICES BY
INDEPENDENT CONTRACTOR**

THIS CONTRACT AND AGREEMENT for services by an independent contractor (herein referred to as the "Contract") is made and entered into this ____ day of _____, 2019, by and between HYDE COUNTY, NORTH CAROLINA (herein "Client") and McCLEES CONSULTING, INC.(herein "Consultant").

BACKGROUND

Client is a duly organized county of the State of North Carolina, and having as its principal address: 30 Oyster Creek Road, PO Box 188, Swan Quarter, North Carolina 27885.

Consultant is a corporation, incorporated and operating under the laws of North Carolina, and having as its principal address: 45 White Farm Road, PO Box 430, Oriental, North Carolina 28571.

Client is in need of the expertise and services of Consultant to lobby on behalf of Client regarding issues including, but not be limited to, transportation issues, education issues, mariculture issues, and other issues as directed by the County Manager. Consultant has experience in lobbying, is familiar with the goals of Client, and has skills, knowledge, abilities, and experience to benefit Client.

The parties desire to enter into this lobbying agreement.

THEREFORE, in consideration of the premises and of the agreements, stipulations, and covenants herein contained, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. **Consultation.**

(a) Client hereby engages Consultant to render lobbying services on transportation issues, mariculture issues, educational issues, and such other economic development and lobbying issues as may be directed by Client; and, Consultant agrees to provide such services upon the terms and conditions of this Contract.

(b) Consultant is being retained because of the personal skills, expertise, and experience of Joseph D. McClees and S. Henri McClees. All services to be performed under this Contract shall be performed personally by Joseph D. McClees with the assistance of S. Henri McClees, Attorney at Law.

(c) Consultant shall report to the Hyde County Manager.

2. **Term.** The term of the Contract shall begin on the seventh day of January, 2019 and shall continue through the thirty-first day of December, 2020.

3. **Consulting Fees.**

(a) The fee to be paid to Consultant is the annual sum of Twenty Five Thousand Dollars (\$25,000.00) for the year 2019, payable with a payment of Fifteen Thousand Dollars on or before the tenth day of January, 2019; a payment of Five Thousand Dollars on or before the tenth day of February, 2019; and a final annual

payment of Five Thousand Dollars on or before the tenth day of March, 2019; and, further,

(b) The fee to be paid to Consultant is the annual sum of Twenty Five Thousand Dollars (\$25,000.00) for the year 2020, payable with a payment of Fifteen Thousand Dollars on or before the tenth day of January, 2020; a payment of Five Thousand Dollars on or before the tenth day of February, 2020; and a final payment of Five Thousand Dollars on or before the tenth day of March, 2020.

(c) All monies due under this Contract shall be paid in full on or before the tenth day of March, 2020.

(d) Consultant shall receive no reimbursement for costs or expenses incurred within the State of North Carolina; PROVIDED, HOWEVER, Client shall pay for annual lobbyists and principal registration fees to be paid to the NC State Board of Elections & Ethics Enforcement. These annual fees currently totaling Seven Hundred Fifty Six Dollars (\$756.00) are payable at the time of the annual lobbying registrations, and in any event on or before the tenth day of January, 2019 for the year 2019 and the tenth day of January, 2020 for the year 2020. Consultant shall prepare all necessary lobbying registration and expense documentation during the year, and the County Manager shall execute the said documentation on behalf of the Client.

(e) In the event Consultant is specifically directed by Client to lobby in Washington, DC on federal issues, Client agrees to reimburse Consultant for all

reasonable expenses incurred, including transportation, mileage, taxis, lodging, and meals during such federal lobbying activities. Consultant shall submit timely invoices with receipts regarding such out of state expenditures.

4. **Independent Contractor.** The parties agree the relationship of Consultant with Client is that of independent contractor. Except as provided herein, neither party shall exercise any control over the activities and operations of the other. Neither Client nor Consultant is liable or responsible for the acts, omissions, or defaults of the other in any manner. Joseph D. McClees and S. Henri McClees shall not be considered, under the provisions of this Contract or otherwise, to be employees of Client for any purpose whatsoever.

5. **Applicable Law.** The laws of North Carolina shall govern this Contract.

6. **Entire Agreement; Amendment.** This Contract supersedes all prior understandings and agreements and informal working arrangements between the parties, written and oral. This Contract may not be amended orally, but only by a writing duly executed by both parties.

7. **Duplicate Originals.** There are duplicate originals of this Contract, which shall be signed by all parties. Each party shall retain one of the duplicate originals of this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract the day and year first written above.

COUNTY OF HYDE, NORTH CAROLINA

By _____ (SEAL)
Kris Cahoon Noble
Hyde County Manager

McCLEES CONSULTING, INC.

By _____
Joseph D. McClees
President

Attest:

S. Henri McClees, Secretary

(CORPORATE SEAL)

**STATE OF NORTH CAROLINA
COUNTY OF HYDE**

I, _____, a Notary Public in and for the said County and State, do hereby certify that Kris Cahoon Noble appeared before me as the duly authorized officer of Hyde County, NC on this date and acknowledged the execution of the foregoing contract.

WITNESS my hand and notarial seal this the ____ day of _____, 201~~8~~.

Notary Public

My commission expires:

STATE OF NORTH CAROLINA
COUNTY OF PAMLICO

I, _____, a Notary Public in and for the said County and State, do hereby certify that JOSEPH D. McCLEES, President and S. HENRI MCCLEES, Secretary of McClees Consulting, Inc., respectively, each of whom is personally known to me, appeared before me this date and acknowledged the due execution of the foregoing contract.

WITNESS my hand and notarial seal this the ____ day of _____, 2019.

Notary Public

My commission expires:

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

Meeting Date: January 7, 2019
Presenter: County Manager Kris Cahoon Noble
Attachment: Yes – Lease Agreement-Correspondence from BHM

ITEM TITLE: LEASE RENEWAL AND PROPOSED EXPANSION

SUMMARY: The existing lease between Hyde County and the BHM Regional Library for the space leased within the Davis Center is set for renewal. BHM is requesting a renewal of the lease for a period of five years.

In addition, BHM has requested expansion of a larger space, Suite 5 to Suites 2 & 3 across the hall. This will allow the NCPL to have a public meeting/program space, a computer lab, a separate children’s room and also provide storage and a workroom for employees. If the expansion is deemed acceptable, construction cost estimates will be needed and grant funds will need to be sought jointly by Hyde County and BHM. Potential sources include Golden Leaf, Library Services & Technology, ACT grants in the category of Expanding Access, and Dollar General.

Attached is a listing of inventory that will be needed for the proposed relocation.

RECOMMEND: APPROVAL OF LEASE RENEWAL AND DISCUSSION IN REGARD TO POTENTIAL EXPANSION.

Motion Made By: ___ Earl Pugh, Jr.
___ Tom Pahl
___ James Topping
___ Ben Simmons
___ Shannon Swindell

Motion Seconded By: ___ Earl Pugh, Jr.
___ Tom Pahl
___ James Topping
___ Ben Simmons
___ Shannon Swindell

Vote: ___ Earl Pugh, Jr.
___ Tom Pahl
___ James Topping
___ Ben Simmons
___ Shannon Swindell

BHM Regional Library, Inc.

158 N Market St.
Washington, NC 27889
(252) 946-6401



January 2, 2019

Kris Noble, County Manager
Hyde County Government
30 Oyster Creek Road
PO Box 188
Swan Quarter, NC 27885

Dear Ms. Noble,

The Hyde County Public Library and Beaufort-Hyde-Martin Regional Library would like to renew the 1-year lease to remain within the Hyde/Davis Business Enterprise Center for 2019. Currently, the HCPL is housed in Room Number 5 rent free.

Also, the HCPL would like to expand our services and programs so that we are better able to meet the current and future needs of the community and request for the Hyde County library to move into the vacant Room 2 & 3 (pending renovations) of the Hyde/Davis Center. Upon the move the HCPL would like to sign a new 5-year lease to remain within the Hyde/Davis Center.

Sincerely,

A handwritten signature in black ink that reads "Amanda Corbett".

Amanda Corbett
Director, BHM Regional Library
158 North Market Street
Washington, NC 27889
(252) 946-6401 ext. 11
acorbett@bhmlib.org

BHM Regional Library, Inc.

158 N Market St.
Washington, NC 27889
(252) 946-6401



November 28, 2018

Kris Noble, County Manager
Hyde County Government
30 Oyster Creek Road
PO Box 188
Swan Quarter, NC 27885

Dear Ms. Noble,

The relocation of the Hyde County Public Library to the Davis Center located in Engelhard has been very successful. With limited space the library cannot fully provide services and programs to meet the needs of the community.

The Hyde County Public Library would like to move from their current space (Suite 5) across the hall into a larger empty space (Suite 2 & 3) within the Davis Center. This would allow the HCPL to have a public meeting/program space, a computer lab, a separate children's room and would provide storage and a workroom for employees.

We appreciate the support you provide the HCPL and believe that this move would allow the library to meet the needs of the citizens of Hyde County and embrace future opportunities.

Sincerely,

A handwritten signature in cursive script that reads "Amanda Corbett".

Amanda Corbett
Director, BHM Regional Library
158 North Market Street
Washington, NC 27889
(252) 946-6401 ext. 11
acorbett@bhmlib.org

A handwritten signature in cursive script that reads "Penny Sermons".

Penny Sermons
Chairman, BHM Board of Trustees

BHM Regional Library, Inc.

158 N Market St.

Washington, NC 27889

(252) 946-6401



December 11, 2018

Hyde County Public Library Proposed Relocation within the Davis Center, Engelhard Grant - Needs Proposal

10 Metal shelving units for adult materials w/ wood end range	approximately \$20,000
10 Metal shelving units for Juvenile materials	approximately \$15,000
2 Metal shelving units for magazines and newspapers	approximately \$5,000
4 Metal shelving units for DVDs	approximately \$10,000
4 Display units	approximately \$7,000
6 Study carrels	approximately \$4,000
2 Computer stands	approximately \$1,200
1 Front Desk	approximately \$3,000
2 Work desk/stations for employees	approximately \$3,000
1 Conference table w/ chairs	approximately \$2,500
6 Library tables w/ chairs	approximately \$8,000
5 Storage (Wall) units for supplies	approximately \$4,000
2 Couches	approximately \$2,500
2 Chairs	approximately \$1,500
2 End tables	approximately \$500
2 Book trucks	approximately \$1,000
4 Folding tables for programming	approximately \$500
20 Stackable chairs for programming	approximately \$1,000
Children's Storytime rug	approximately \$800
Miscellaneous (contingency) plan	approximately \$5,000
Lighting	cost unknown
Ceiling Fans	cost unknown
Carpet	cost unknown
Painting	cost unknown
Blinds	cost unknown
Removal of wall between sections	cost unknown
Rewiring/working for data and power connections	cost unknown
Renovating space	cost unknown
*Total grant needs for	\$100,000 – 150,000

BHM Regional Library, Inc.

158 N Market St.
Washington, NC 27889
(252) 946-6401



*Costs are approximated based on standard units found online, Lowes, Demco, Library Store, etc. These cost also factor in shipping, taxes, and fluctuating price of the individual units themselves over the next month's/year. However, it does not take into consideration the discounted sale price or bulk purchase prices. I also could not factor in the cost of renovating the space primarily due to not knowing exactly what your vision of the project will be and if you wanted to completely redo the space and add new lighting, ceiling fans, and blinds, etc. This list of needs is a wish list of items that we would like to have for the expanded Hyde County Public Library.

Thank you for supporting the Hyde County Public Library and we look forward to expanding our services and presence with the community we serve.

Sincerely,

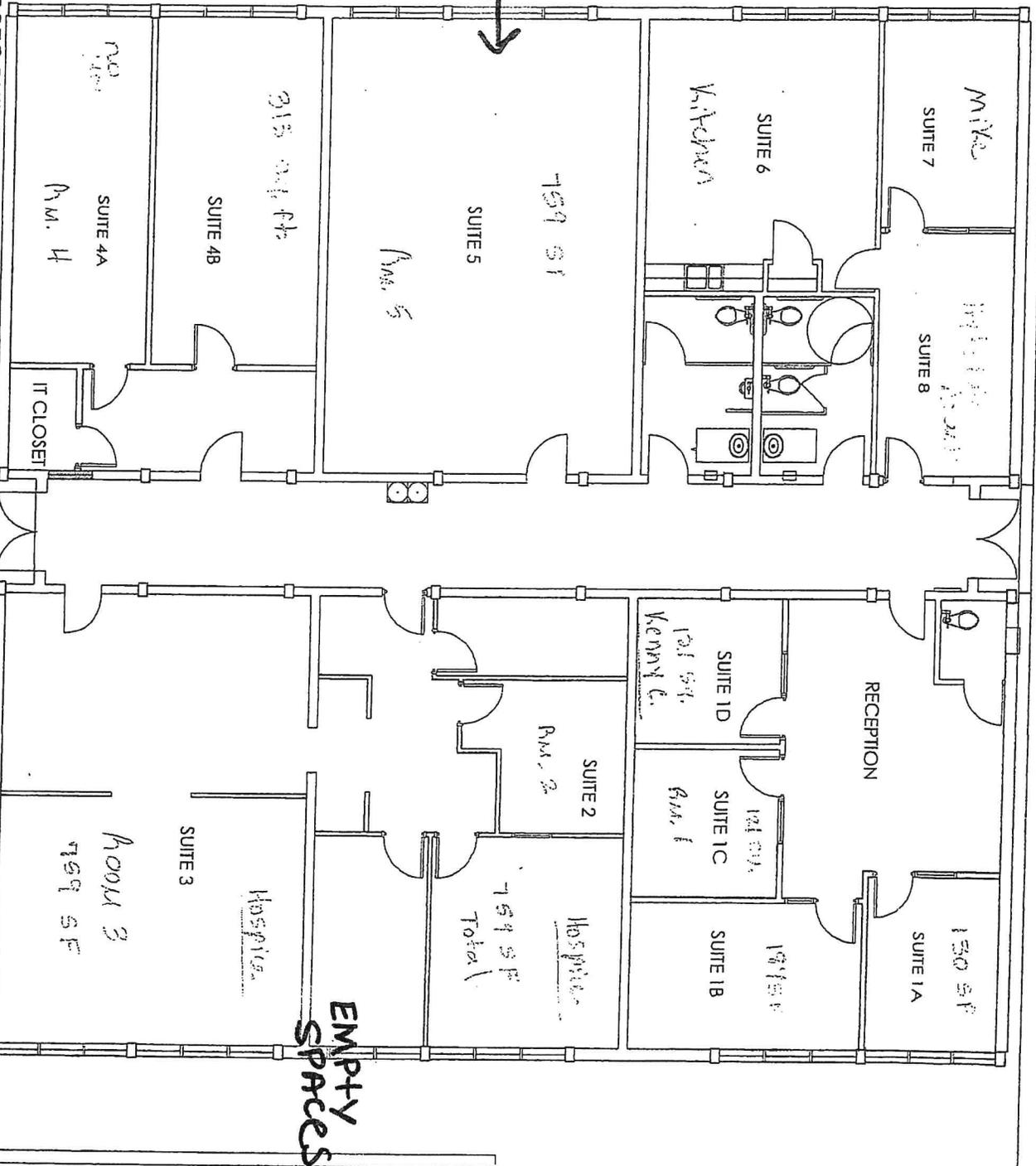
Handwritten signature of Amanda Corbett.

Amanda Corbett
Director, BHM Regional Library
158 North Market Street
Washington, NC 27889
(252) 946-6401 ext. 11
acorbett@bhmlib.org

NO APPOINTMENT WORK

Total - 9163 SF

HCPLE →



1 HDBEC BUILDING
3/32=1'-0"

TRAUB ARCHITECTURE + DESIGN
 2007-02
 1100 S. HARRIS ST. SUITE 100
 RALEIGH, NC 27601
 919.871.1122 FAX 919.871.1123

Hyde-Davis BEC
 ENGELHARD, NORTH CAROLINA

REVISIONS

DATE: 05/21/07
 DRAWN BY: DOC
 PROJECT NO: 2007-02
 SHEET TITLE: BUILDING PLAN
 SHEET: A1.0

STATE OF NORTH CAROLINA
COUNTY OF HYDE

LEASE

THIS LEASE, made and entered into as of this 1st day of January, 2018, by and between the **COUNTY OF HYDE**, North Carolina, ("**LESSOR**"); and **BEAUFORT-HYDE-MARTIN LIBRARY**, a North Carolina State Agency, ("**LESSEE**")

WITNESSETH:

That subject to the provisions of Chapter 160A, Section 272 of the General Statutes of North Carolina and the terms and conditions herein set forth, said "**LESSOR**" does hereby let and lease unto said "**LESSEE**" and said "**LESSEE**" does hereby accept that certain real property and improvements located thereon in Lake Landing Township, Hyde County, North Carolina, and more fully described as follows:

A portion of that building and curtilage known as the "Hyde/Davis Business Enterprise Center" at the former Davis Elementary School at 33460 US 264, Engelhard, North Carolina. The portion is more specifically identified as Room Number 5 of said building (the "**Leased Premises**"), along with such use of the curtilage as is necessary for the use and enjoyment of the leased areas; however, use of the curtilage be non-exclusive and shall be subject to the use and enjoyment of other users and lessees of the curtilage and different portions of the buildings.

The use and occupancy by "**LESSEE**" of the Leased Premises shall include the non-exclusive right to use the parking areas, service roads, sidewalks, bathrooms and other areas subject to reasonable restrictions on such use as may be promulgated by "**LESSOR**." In the event that the terms of such restrictions and the terms of this Lease conflict, the terms of this Lease shall control. "**LESSEE**" shall use, maintain, and occupy the Leased Premises in a careful, safe, and proper manner, and shall not commit waste thereon.

THE TERMS AND CONDITIONS OF THIS LEASE ARE AS FOLLOWS: This Lease shall begin as of the 1st day of January, 2018, and shall exist and continue until and including the 31st day of December, 2018. The "LESSEE" will be allowed to lease the premises rent free for the one-year lease term.

Prior to the conclusion of the term hereof, "LESSEE" may extend the term of this Lease for one (1) additional period of five (5) years. There will be no rent due throughout such renewal term. "LESSEE" may exercise its extension option by providing "LESSOR" notice of its intent to exercise at least forty-five (45) days prior to the last day of the then-current term.

All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified, postage prepaid, and addressed as follows:

If to "LESSOR":

County of Hyde
Office of Planning & Economic Development
30 Oyster Creek Road
PO Box 188
Swan Quarter, NC 27885

If to "LESSEE":

BHM Regional Library
Amanda Corbett, Director
158 N. Market St.
Washington, NC 27889

"LESSOR" agrees during the term of this Lease to make exterior and interior repairs as may be necessary to maintain said Leased Premises and make said Leased Premises safe, usable and in compliance with the State Building Code, so long as said repairs do not become unduly burdensome and expensive to the "LESSOR". If "LESSOR" determines, in its sole discretion, that said repairs have become too burdensome and expensive then "LESSOR" may at its option terminate this lease upon 90 days written notice to "LESSEE".

It is further understood and agreed that if the "LESSOR" shall fail to make or maintain said Leased Premises in a usable condition pursuant to the State Building Code for its intended purposes, then in such event the "LESSEE" may at its option terminate this Lease upon 90 days written notice to "LESSOR".

The following charges for utilities and services supplied to the Leased Premises shall be paid directly by "LESSEE" (which "LESSOR" shall cause to be separately metered or assessed): cable, telephone and internet service. "LESSOR" shall pay all real estate and other similar taxes and assessments assessed against "LESSOR" or the property or the building at which the Leased Premises is located.

"LESSEE" agrees to be responsible for liability insurance in an amount not less than Three Hundred Thousand Dollars (\$300,000.00), with limits of at least Fifty Thousand Dollars (\$50,000.00), single limit bodily injury for any number of persons injured or killed in one occurrence and One Hundred Thousand Dollars (\$100,000.00) property damage. At its option, "LESSEE" may provide such coverage through a blanket policy. "LESSEE" also agrees to be responsible for insuring the contents of any personal or business property and equipment owned by "LESSEE". A current certificate of "LESSEE's" evidence of insurance shall be furnished to "LESSOR" no later than thirty (30) days from the commencement date of this Lease, and shall be updated by "LESSEE" as appropriate to verify uninterrupted coverage at all times during the duration of the Lease.

Notwithstanding anything in this Lease to the contrary, "LESSOR" and "LESSEE" hereby waive and release each other of and from any and all rights of recovery, claims, actions or causes of action against each other, their agents, officers, representatives, employees, servants, contractors and invitees for any loss or damage that may occur to the Leased Premises, improvements or fixtures therein or thereon, or any personal property within the Leased Premises, from any cause whatsoever, to the extent insured against under the terms of any insurance policy carried by either party, regardless of cause or origin, including the negligence of "LESSOR" or "LESSEE" or their agents, officers, representatives, servants, employees, contractors or invitees.

"LESSEE" may not at any time during the terms of this Lease make alterations to the improvements located on said Leased Premises without the express consent of the "LESSOR." Any and all improvements to said Leased Premises will remain and become the property of the "LESSOR" once the term of this Lease has expired. Should the improvements upon the Leased Premises be destroyed or rendered unfit for use and occupancy by fire or other casualty, this Lease shall thereupon terminate. Trade fixtures and equipment that "LESSEE" installs in or on the Leased Premises shall not be deemed a part of the Leased Premises and "LESSEE" may

remove those trade fixtures and equipment any time during the term of this Lease or upon the termination or expiration of this Lease.

“LESSEE” may not assign this Lease or enter into any sublease agreement for the Leased Premises without the prior consent of “LESSOR”, which consent shall not be unreasonably withheld, conditioned or delayed; except that “LESSEE” may assign its rights and obligations under this Lease without the consent of “LESSOR” to (a) an entity that controls, is controlled by or is under common control with “LESSEE”, (b) the purchaser of all or substantially all of the assets of “LESSEE” or (c) an entity into which “LESSEE” merges. A change in the ownership or control of “LESSEE” shall not be deemed an assignment of this Lease.

In the event the “LESSEE” shall hold over after the expiration of this Lease for any purpose, said party shall become a tenant at will.

In addition to any other remedies of available at law or equity “LESSEE” shall have the right to terminate this Lease by written notice to “LESSOR” should “LESSOR” default in its obligations under this Lease and such default continues for seven (7) days after written notice from “LESSEE,” or if such default cannot be cured in seven (7) days, then “LESSOR” shall have a reasonable time thereafter to cure the default, provided the cure is commenced within such seven (7) day period.

“LESSEE” shall have the right to record this Lease at the Office of the Hyde County Register of Deeds.”

“LESSOR” represents and warrants to “LESSEE” that all consents and approvals required for the execution, delivery and performance of this Lease have been obtained and that “LESSOR” has the right and authority to enter into this Lease.

Each party hereto warrants and represents to the other that it has not dealt with any real estate broker or salesman in connection with the negotiation or execution of this Lease. Each party agrees to indemnify and hold the other harmless from and against any and all claims arising out of a breach of the foregoing representation and warranty by the indemnifying party.

This Lease may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Executed versions of this Lease may be delivered by the parties via facsimile transmission or email, either or both of which shall constitute delivery of an original.

This Lease embodies the entire agreement and understanding of the parties related to its subject matter and supersedes all prior proposals, understandings, agreements, correspondence, arrangements and contemporaneous oral agreements relating to subject matter of this Lease. No representation, promise, inducement or statement of intention has been made by any party that has not been embodied in this Lease.

IN WITNESS WHEREOF, the Hyde County Board of Commissioners has caused this Lease to be signed in its name by its Chairman and attested by its Clerk and its seal to be hereinto affixed, and BHM Library has caused this Lease to be signed in its name by its authorized representative as of the day and year first above written.

LESSEE:

BHM Library
a North Carolina State Agency

By: Carol C. Cutler

Name: Carol C. Cutler

Title: Chairman BHM Regional
Library Board

LESSOR:

County of Hyde, North Carolina

By: Corrinne Gibbs

Name: Corrinne Gibbs

Title: Finance Director

STATE OF NORTH CAROLINA
COUNTY OF HYDE

I, Rosemary D. Johnson, a Notary Public for said County and State, do hereby certify that Corinne Gibbs personally appeared before me this day and being by me duly sworn, acknowledge that he/she is Finance Director of the County of Hyde, North Carolina, and that by authority duly given, the foregoing instrument was signed by in its name by its Finance Director sealed with its official seal, and attested by himself/herself as its Finance Director.

Witness my hand and Notarial Seal, this, the 2nd day of April, 2018.

Rosemary D. Johnson

NOTARY PUBLIC

My Commission Expires: 6/8/2019



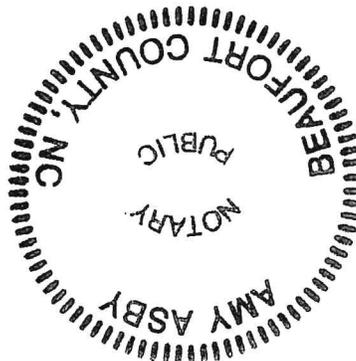
STATE OF NC
COUNTY OF Beaufort

I, Amy Asby, a Notary Public for said County and State, do hereby certify that Carol Cutler personally appeared before me this day and being by me duly sworn, acknowledge that he/she is the Chairman of BHM Library, a North Carolina State Agency, and that by authority duly given and as the act of the limited liability company, the foregoing instrument was signed in its name by its Chairman, sealed with its official seal, and attested by himself/herself as its officer.

Witness my hand and Notarial Seal, this, the 26 day of March, 2018.

Amy Asby
NOTARY PUBLIC

My Commission Expires: 2-29-21



STATE OF NORTH CAROLINA
COUNTY OF HYDE

LEASE

THIS LEASE, made and entered into as of this 7th day of January, 2019, by and between the **COUNTY OF HYDE**, North Carolina, (**“LESSOR”**); and **BEAUFORT-HYDE-MARTIN LIBRARY**, a North Carolina State Agency, (**“LESSEE”**)

WITNESSETH:

That subject to the provisions of Chapter 160A, Section 272 of the General Statutes of North Carolina and the terms and conditions herein set forth, said **“LESSOR”** does hereby let and lease unto said **“LESSEE”** and said **“LESSEE”** does hereby accept that certain real property and improvements located thereon in Lake Landing Township, Hyde County, North Carolina, and more fully described as follows:

A portion of that building and curtilage known as the **“Hyde/Davis Business Enterprise Center”** at the former Davis Elementary School at 33460 US 264, Engelhard, North Carolina. The portion is more specifically identified as Room Number 5 of said building (the **“Leased Premises”**), along with such use of the curtilage as is necessary for the use and enjoyment of the leased areas; however, use of the curtilage be non-exclusive and shall be subject to the use and enjoyment of other users and lessees of the curtilage and different portions of the buildings.

The use and occupancy by **“LESSEE”** of the Leased Premises shall include the non-exclusive right to use the parking areas, service roads, sidewalks, bathrooms and other areas subject to reasonable restrictions on such use as may be promulgated by **“LESSOR.”** In the event that the terms of such restrictions and the terms of this Lease conflict, the terms of this Lease shall control. **“LESSEE”** shall use, maintain, and occupy the Leased Premises in a careful, safe, and proper manner, and shall not commit waste thereon.

THE TERMS AND CONDITIONS OF THIS LEASE ARE AS FOLLOWS: This Lease shall begin as of the 7th day of January, 2019, and shall exist and continue until and including the 31st day of December, 2019. The "LESSEE" will be allowed to lease the premises rent free for the one-year lease term.

Prior to the conclusion of the term hereof, "LESSEE" may extend the term of this Lease for one (1) additional period of five (5) years. There will be no rent due throughout such renewal term. "LESSEE" may exercise its extension option by providing "LESSOR" notice of its intent to exercise at least forty-five (45) days prior to the last day of the then-current term.

All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified, postage prepaid, and addressed as follows:

If to "LESSOR":

County of Hyde
Office of Planning & Economic Development
30 Oyster Creek Road
PO Box 188
Swan Quarter, NC 27885

If to "LESSEE":

BHM Regional Library
Amanda Corbett, Director
158 N. Market St.
Washington, NC 27889

"LESSOR" agrees during the term of this Lease to make exterior and interior repairs as may be necessary to maintain said Leased Premises and make said Leased Premises safe, usable and in compliance with the State Building Code, so long as said repairs do not become unduly burdensome and expensive to the "LESSOR". If "LESSOR" determines, in its sole discretion, that said repairs have become too burdensome and expensive then "LESSOR" may at its option terminate this lease upon 90 days written notice to "LESSEE".

It is further understood and agreed that if the "LESSOR" shall fail to make or maintain said Leased Premises in a usable condition pursuant to the State Building Code for its intended purposes, then in such event the "LESSEE" may at its option terminate this Lease upon 90 days written notice to "LESSOR".

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"LESSEE" agrees to be responsible for liability insurance in an amount not less than Three Hundred Thousand Dollars (\$300,000.00), with limits of at least Fifty Thousand Dollars (\$50,000.00), single limit bodily injury for any number of persons injured or killed in one occurrence and One Hundred Thousand Dollars (\$100,000.00) property damage. At its option, "LESSEE" may provide such coverage through a blanket policy. "LESSEE" also agrees to be responsible for insuring the contents of any personal or business property and equipment owned by "LESSEE". A current certificate of "LESSEE's" evidence of insurance shall be furnished to "LESSOR" no later than thirty (30) days from the commencement date of this Lease, and shall be updated by "LESSEE" as appropriate to verify uninterrupted coverage at all times during the duration of the Lease.

Notwithstanding anything in this Lease to the contrary, "LESSOR" and "LESSEE" hereby waive and release each other of and from any and all rights of recovery, claims, actions or causes of action against each other, their agents, officers, representatives, employees, servants, contractors and invitees for any loss or damage that may occur to the Leased Premises, improvements or fixtures therein or thereon, or any personal property within the Leased Premises, from any cause whatsoever, to the extent insured against under the terms of any insurance policy carried by either party, regardless of cause or origin, including the negligence of "LESSOR" or "LESSEE" or their agents, officers, representatives, servants, employees, contractors or invitees.

"LESSEE" may not at any time during the terms of this Lease make alterations to the improvements located on said Leased Premises without the express consent of the "LESSOR." Any and all improvements to said Leased Premises will remain and become the property of the "LESSOR" once the term of this Lease has expired. Should the improvements upon the Leased Premises be destroyed or rendered unfit for use and occupancy by fire or other casualty, this Lease shall thereupon terminate. Trade fixtures and equipment that "LESSEE" installs in or on the Leased Premises shall not be deemed a part of the Leased Premises and "LESSEE" may

remove those trade fixtures and equipment any time during the term of this Lease or upon the termination or expiration of this Lease.

“LESSEE” may not assign this Lease or enter into any sublease agreement for the Leased Premises without the prior consent of “LESSOR”, which consent shall not be unreasonably withheld, conditioned or delayed; except that “LESSEE” may assign its rights and obligations under this Lease without the consent of “LESSOR” to (a) an entity that controls, is controlled by or is under common control with “LESSEE”, (b) the purchaser of all or substantially all of the assets of “LESSEE” or (c) an entity into which “LESSEE” merges. A change in the ownership or control of “LESSEE” shall not be deemed an assignment of this Lease.

In the event the “LESSEE” shall hold over after the expiration of this Lease for any purpose, said party shall become a tenant at will.

In addition to any other remedies of available at law or equity “LESSEE” shall have the right to terminate this Lease by written notice to “LESSOR” should “LESSOR” default in its obligations under this Lease and such default continues for seven (7) days after written notice from “LESSEE,” or if such default cannot be cured in seven (7) days, then “LESSOR” shall have a reasonable time thereafter to cure the default, provided the cure is commenced within such seven (7) day period.

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“LESSOR” represents and warrants to “LESSEE” that all consents and approvals required for the execution, delivery and performance of this Lease have been obtained and that “LESSOR” has the right and authority to enter into this Lease.

Each party hereto warrants and represents to the other that it has not dealt with any real estate broker or salesman in connection with the negotiation or execution of this Lease. Each party agrees to indemnify and hold the other harmless from and against any and all claims arising out of a breach of the foregoing representation and warranty by the indemnifying party.

This Lease may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Executed versions of this Lease may be delivered by the parties via facsimile transmission or email, either or both of which shall constitute delivery of an original.

This Lease embodies the entire agreement and understanding of the parties related to its subject matter and supersedes all prior proposals, understandings, agreements, correspondence, arrangements and contemporaneous oral agreements relating to subject matter of this Lease. No representation, promise, inducement or statement of intention has been made by any party that has not been embodied in this Lease.

IN WITNESS WHEREOF, the Hyde County Board of Commissioners has caused this Lease to be signed in its name by its Chairman and attested by its Clerk and its seal to be hereinto affixed, and BHM Library has caused this Lease to be signed in its name by its authorized representative as of the day and year first above written.

LESSEE:

BHM Library
a North Carolina State Agency

By: _____

Name: _____

Title: _____

LESSOR:

County of Hyde, North Carolina

By: _____

Name: _____

Title: _____

ATTEST:

Lois Stotesberry, Clerk to the Board

STATE OF NORTH CAROLINA
COUNTY OF HYDE

I, _____, a Notary Public for said County and State, do hereby certify that _____ personally appeared before me this day and being by me duly sworn, acknowledge that he/she is _____ of the County of Hyde, North Carolina, and that by authority duly given, the foregoing instrument was signed by in its name by its _____, sealed with its official seal, and attested by himself/herself as its _____.

Witness my hand and Notarial Seal, this, the ____ day of _____, 2019.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public for said County and State, do hereby certify that _____ personally appeared before me this day and being by me duly sworn, acknowledge that he/she is the _____ of BHM Library, a North Carolina State Agency, and that by authority duly given and as the act of the limited liability company, the foregoing instrument was signed in its name by its _____, sealed with its official seal, and attested by himself/herself as its officer.

Witness my hand and Notarial Seal, this, the ____ day of _____, 2019.

NOTARY PUBLIC

My Commission Expires: _____