

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

**Meeting Date:** July 6, 2020  
**Presenter:** Chairman Earl Pugh, Jr.  
**Attachment:** No

**ITEM TITLE:** OPENING

**SUMMARY:** Call to Order  
Opening Prayer  
Pledge of Allegiance

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

**Meeting Date:** July 6, 2020  
**Presenter:** Chairman Earl Pugh, Jr.  
**Attachment:** Yes

**ITEM TITLE:** CONSIDERATION OF AGENDA

**SUMMARY:** Attached is the proposed Agenda for the June 1, 2020 Regular Meeting of the Hyde County Board of Commissioners.

**RECOMMEND:** Review, Amend and Approve.

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MOTION MADE BY: <input type="checkbox"/> PUGH	MOTION SECONDED BY: <input type="checkbox"/> PUGH	VOTE: <input type="checkbox"/> PUGH
<input type="checkbox"/> SIMMONS	<input type="checkbox"/> SIMMONS	<input type="checkbox"/> SIMMONS
<input type="checkbox"/> PAHL	<input type="checkbox"/> PAHL	<input type="checkbox"/> PAHL
<input type="checkbox"/> SWINDELL	<input type="checkbox"/> SWINDELL	<input type="checkbox"/> SWINDELL
<input type="checkbox"/> TOPPING	<input type="checkbox"/> TOPPING	<input type="checkbox"/> TOPPING

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MOTION MADE BY: \_\_\_ PUGH

\_\_\_ SIMMONS

\_\_\_ PAHL

\_\_\_ SWINDELL

\_\_\_ TOPPING

\_\_\_ SIMMONS

\_\_\_ PAHL

\_\_\_ SWINDELL

\_\_\_ TOPPING

MOTION SECONDED BY: \_\_\_ PUGH

\_\_\_ SIMMONS

\_\_\_ PAHL

\_\_\_ SWINDELL

\_\_\_ TOPPING

VOTE: \_\_\_ PUGH

# AGENDA

## HYDE COUNTY BOARD OF COMMISSIONERS' REGULAR MEETING

MONDAY, JULY 6, 2020 – 6:00 PM

CALL TO ORDER

CONSIDERATION OF AGENDA

CONSIDERATION OF MINUTES

June 1, 2020

- Regular Meeting Minutes

June 9, 2020 (Recessed and Reconvened June 15, 2020)

- Special Meeting Minutes (Budget Workshop)

June 15, 2020

- Public Hearing Minutes (FY 2020-2021 Budget)

June 29, 2020

- Special Meeting Minutes (FY 2019-2020 Budget Revisions)

July 1, 2020

- Special Meeting Minutes (FY 2020-2021 Budget Ordinance)

PUBLIC HEARINGS

1) Ocracoke Development Ordinance Changes.....Manager Noble

PRESENTATIONS

1) Tax Collections..... Linda  
Basnight

- Report – June 2020

2) 2020 Census Update..... Derek Dorazio

3) COVID-19 Update.....Luana Gibbs

4) ABC Board Update.....Meredith Nicholson

EMPLOYEE/ VOLUNTEER/ FRIEND OF HYDE COUNTY ..... Manager Noble

**PUBLIC COMMENTS**

Public Comments are a time for the public to make comments to the County Commissioners. Comments should be kept to three (3) minutes or less and comments should be directed to the entire Board and not to individual members, the staff or to other members of the public. Comments requesting assistance will typically be referred to the County Manager for follow-up or for Board action at a future meeting.

**ITEMS OF CONSIDERATION**

- 1) Ordinances – Resolutions – Proclamations
  - Resolution to Adopt Northeastern NC Hazard Mitigation Plan ..... Manager Noble
  - Resolution to Amend Fire Protection Contract with SQVFD.....Manager Noble
  - Project Budget Ordinance - Stream Debris.....Daniel Brinn
  - Project Budget Ordinance - Clean Water Management Grant.....Daniel Brinn
- 2) Appointments
  - Board of Health.....Luana Gibbs
- 3) 2020-21 Hyde County Youth Athletics Service Contract Approval.....Natalie Wayne
- 4) MOA - NC Wildlife Resources Commission and US Fish and Wildlife Service.....Daniel Brinn
- 5) MOU - BJA Stop Grant.....Joey Williams
- 6) MOA - Statewide Mutual Aid and Assistance.....Joey Williams
- 7) Contract for Consultant Services ..... Manager Noble
- 8) Contract for Maintenance Services Davis Ventures ..... Manager Noble

**BUDGET MATTERS**

**MANAGEMENT REPORTS**

The Commissioners, County Manager and Assistant County Manager will share with the public their various activities and ideas for continuous improvement of government services to the citizens.

**PUBLIC COMMENTS**

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.

**CLOSED SESSION in accordance with NCGS143A-318.11 (a) (6)**



**ADJOURN**

**SUPPLEMENTAL INFORMATION**

**Department Reports**

**Department Heads' reports will be attached to update the public with departmental activities and ideas for continuous improvement of government services to the citizens.**

**Informational Items**

**1) Cooperative Extension Report**

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

**Meeting Date:** July 6, 2020  
**Presenter:** Donnie Shumate, Deputy Clerk  
**Attachment:** Yes

**ITEM TITLE:** CONSIDERATION OF MINUTES

**SUMMARY:** Attached are the June 1, 2020 Regular Meeting Minutes; June 9, 2020 Special Meeting Minutes; June 15, 2020 Public Hearing Minutes; June 29, 2020 Special Meeting Minutes; and July 1, 2020 Special Meeting Minutes of the Hyde County Board of Commissioners.

**RECOMMEND:** Review, Amend and Approve.

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MOTION MADE BY: <input type="checkbox"/> PUGH	MOTION SECONDED BY: <input type="checkbox"/> PUGH	VOTE: <input type="checkbox"/> PUGH
<input type="checkbox"/> SIMMONS	<input type="checkbox"/> SIMMONS	<input type="checkbox"/> SIMMONS
<input type="checkbox"/> PAHL	<input type="checkbox"/> PAHL	<input type="checkbox"/> PAHL
<input type="checkbox"/> SWINDELL	<input type="checkbox"/> SWINDELL	<input type="checkbox"/> SWINDELL
<input type="checkbox"/> TOPPING	<input type="checkbox"/> TOPPING	<input type="checkbox"/> TOPPING

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MOTION MADE BY: \_\_\_ PUGH

\_\_\_ SIMMONS

\_\_\_ PAHL

\_\_\_ SWINDELL

\_\_\_ TOPPING

\_\_\_ SIMMONS

\_\_\_ PAHL

\_\_\_ SWINDELL

\_\_\_ TOPPING

MOTION SECONDED BY: \_\_\_ PUGH

\_\_\_ SIMMONS

\_\_\_ PAHL

\_\_\_ SWINDELL

\_\_\_ TOPPING

VOTE: \_\_\_ PUGH

1 **REGULAR MEETING MINUTES**

2  
3 **HYDE COUNTY BOARD OF COMMISSIONERS**  
4 **MONDAY, JUNE 1, 2020**

5 Following opening prayer by Commissioner Simmons; and, Pledge of Allegiance, Chairman Pugh called the Regular  
6 Meeting of the Hyde County Board of Commissioners to order at 6:00p.m., on Monday, June 1, 2020 in the Hyde  
7 County Government Center Multi-Use Room and the Ocracoke Community Center using electronic conferencing  
8 equipment.

9  
10 The following members were present on the mainland: Chairman Earl Pugh, Jr.; Commissioners Ben Simmons,  
11 Shannon Swindell and James Topping; County Manager Kris Cahoon Noble; Attorney Franz Holscher; Clerk to the  
12 Board Lois Stotesberry; IT Director Donnie Shumate; and, members of the public.

13  
14 Vice-chairman Tom Pahl attended via teleconference on Ocracoke.

15  
16 **CONSIDERATION OF AGENDA:**

17 Commissioner Swindell moved to approve the Monday, June 1, 2020 Regular Meeting Agenda as presented by the  
18 Clerk with deletion of Project Ordinance – COVID-19. Commissioner Simmons seconded the motion. The motion  
19 passed on the following vote: Ayes – Pugh, Pahl, Simmons, Swindell and Topping; Nays – None; Absent or not voting  
20 – None.

21  
22 **CONSIDERATION OF MINUTES:**

23 **May 4, 2020 – Regular (Recessed) Meeting Minutes**

24 Commissioner Swindell moved to approve the May 4, 2020 regular (recessed) meeting minutes with correction on  
25 Page 6 – Line 46 – recess the meeting to ~~June 1, 2020~~ May 14, 2020 and Public Hearing on Hyde County Flood  
26 Damage Prevention Ordinance to June 1, 2020. Commissioner Pahl seconded the motion. The motion passed on the  
27 following vote: Ayes – Pugh, Pahl, Simmons, Swindell and Topping; Nays – None; Absent or not voting – None

28  
29 **May 14, 2020 – Special Called Meeting Minutes**

30 Commissioner Swindell moved to approve the May 14, 2020 special called meeting minutes with correction on Page 1  
31 – Line 1 – Monday, May ~~fourth~~ 14, 2020. Commissioner Pahl seconded the motion. The motion passed on the  
32 following vote: Ayes – Pugh, Pahl, Simmons, Swindell and Topping; Nays – None; Absent or not voting – None.

33  
34 The May 28, 2020 reconvened meeting was cancelled.

35  
36 **PUBLIC HEARING:**

37 **Flood Damage Prevention Ordinance**

38 Commissioner Simmons moved to reconvene public hearing on the Hyde County Flood Damage Prevention  
39 Ordinance. Commissioner Swindell seconded the motion. The motion passed on the following vote: Ayes – Pugh,  
40 Pahl, Simmons, Swindell and Topping; Nays – None; Absent or not voting – None.

41  
42 No public comments were received and no action taken.

43  
44 Commissioner Simmons moved to close public hearing on the Hyde County Flood Damage Prevention Ordinance.  
45 Commissioner Swindell seconded the motion. The motion passed on the following vote: Ayes – Pugh, Pahl, Simmons,  
46 Swindell and Topping; Nays – None; Absent or not voting – None.

1 **PRESENTATIONS:**

2 **Tax Report**

3 Tax Administrator Linda Basnight presented the May 2020 TR-407 Daily Distribution Report.

4

5 Commissioner Swindell moved to approve the TR-407 report as presented. Commissioner Simmons seconded the  
6 motion. The motion passed on the following vote: Ayes – Pugh, Pahl, Simmons, Swindell and Topping; Nays – None;  
7 Absent or not voting – None.

8 **Trillium Health Resources Annual Hyde County Report**

9 Dave Peterson, MA, Senior Regional Director, Trillium Health Resources, presented the Hyde County Health  
10 Resources Annual Report. Trillium serves 26 counties and covers over 12,000 miles in North Carolina. Trillium  
11 served almost 57,000 individuals with mild to severe mental health needs. Mr. Peterson explained the newly approved  
12 Medicaid transformation. The standard plan will be managing the mild to moderate Medicaid behavioral health  
13 recipients. The tailored plan will manage the high risk/high cost individuals with mental health, developmental  
14 disabilities, and substance use.

15

16 **Fiscal Year 2020-21 Budget Message**

17 Kris Cahoon Noble, County Manager presented the FY20-21 Hyde County budget message. The recommended  
18 annual budget has been prepared in compliance with North Carolina General Statute 159 and the Local Government  
19 Budget and Fiscal Control Act. Board members were given a copy of the proposed budget.

20

21 A copy of the proposed budget and budget message will be placed on file with the Clerk to the Board of  
22 Commissioners at the Hyde County Government Center in Swan Quarter and at the Community Center in Ocracoke  
23 and on the Hyde County website to be available for public inspection.

24

25

26

*Clerk's Note: A copy of "Fiscal Year 2020-2021 Budget Message" is attached herewith as Exhibit A and incorporated herein by reference.*

27

28 **Call for Public Hearing – FY2020-2021 Hyde County Budget**

29 Kris Cahoon Noble, County Manager requested the Board meet on Wednesday, June 9, 2020 beginning at 10:00a.m.  
30 until finished to hold a budget workshop; and, to hold public hearing on the FY20-21 Budget on Monday, June 15,  
31 2020 at 5:00p.m. Both meetings will be held in the Government Center and Ocracoke Community Center using  
32 electronic conferencing equipment. Both meetings will be live streamed on Facebook and posted to the County's  
33 website.

34

35 Commissioner Swindell moved to hold a budget workshop on Wednesday, June 9, 2020 and a public hearing on the  
36 FY20-21 proposed budget on June 15, 2020 as requested by Manager Noble. Commissioner Simmons seconded the  
37 motion. The motion passed on the following vote: Ayes – Pugh, Pahl, Simmons, Swindell and Topping; Nays – None;  
38 Absent or not voting – None.

39

40 **Employee of the Month**

41 Kris Cahoon Noble, County Manager, named Justin Gibbs, Emergency Services Director, employee of the month of  
42 June 2020. Manager Noble reported Mr. Gibbs has accepted an emergency manager position in another state and will  
43 be leaving next week. Manager Noble and commissioners thanked Justin for his 12 ½ years of dedicated service to the  
44 citizens of Hyde County.

45

1 Justin Gibbs announced he has accepted the Senior Emergency Manager position in Manoma County, Portland,  
2 Oregon. Mr. Gibbs thanked citizens; local, State and Federal partners; the board of Commissioners and staff for his  
3 years of employment with Hyde County.

4  
5 **PUBLIC COMMENT:**

6 Kris Cahoon Noble, County Manager, read the one message received via e-mail from Brenda and Jeff Peacock  
7 requesting fair representation of non-resident property owners of Ocracoke on the Ocracoke Control Group.

8 Hearing no further comment from the public, Chairman Pugh continued the meeting.

9  
10 **ITEMS OF CONSIDERATION:**

11 **Resolution to Ratify COVID-19 Proclamation Amendments**

12 Kris Cahoon Noble, County Manager, presented “Resolution to Ratify Proclamation State of Emergency Declaration –  
13 Coronavirus 2019” to include Amendments No. 5 and No. 6 as enacted by Chairman Pugh on behalf of the Board of  
14 Commissioners during a declared State of Emergency.

15  
16 Commissioner Pahl moved to approve “Resolution to Ratify Board Action Related to State of Emergency Declaration  
17 – Coronavirus 2019 – June 1, 2020.” Commissioner Swindell seconded the motion. The motion passed on the  
18 following vote: Ayes – Pugh, Pahl, Simmons, Swindell and Topping; Nays – None; Absent or not voting – None.

19 *Clerk’s Note: A copy of “Resolution to Ratify Board Action Related to State of Emergency Declaration – Coronavirus  
20 2019 – June 1, 2020” is attached herewith as Exhibit B and incorporated herein by reference.*

21  
22 **Hurricane Dorian Project Budget Ordinance**

23 Kris Cahoon Noble, County Manager, presented Project Budget Ordinance for Hyde County’s FEMA related expenses  
24 including the match from the State for Hurricane Dorian Recovery efforts.

25  
26 Commissioner Pahl moved to adopt Hurricane Dorian Recovery Project Budget Ordinance. Commissioner Simmons  
27 seconded the motion. The motion passed on the following vote: Ayes – Pugh, Pahl, Simmons, Swindell and Topping;  
28 Nays – None; Absent or not voting – None.

29 *Clerk’s Note: A copy of “Hurricane Dorian Recovery Project Budget Ordinance” is attached herewith as Exhibit C  
30 and incorporated herein by reference.*

31  
32 **Ordinance to Amend Animal Control**

33 Kris Cahoon Noble, County Manager, reported at the regular March Board of Commissioners meeting the Board voted  
34 to amend the Hyde County Code Animal Control Section. An ordinance cannot be amended except by ordinance.  
35 Therefore, the identical language proposed in the original Board vote has been prepared in ordinance format.

36  
37 Commissioner Swindell moved to adopt “An Ordinance to Amend Chapter 4: Animals, Section 4-16, Determination of  
38 A Potentially Dangerous Dog, of The Code of Ordinances of The County of Hyde, North Carolina”. Commissioner  
39 Pahl seconded the motion. The motion passed on the following vote: Ayes – Pugh, Pahl, Simmons, Swindell and  
40 Topping; Nays – None; Absent or not voting – None.

41 *Clerk’s Note: A copy of “An Ordinance to Amend Chapter 4: Animals, Section 4-16, Determination of A Potentially  
42 Dangerous Dog, of The Code of Ordinances of The County of Hyde, North Carolina” is attached herewith as Exhibit  
43 D and incorporated herein by reference.*

44  
45 **Resolution Authorizing County Manager to Reconcile Department Budgets**

46 Kris Cahoon Noble, County Manager, reported at the end of each fiscal year the Board gives the manager authority  
47 through resolution to reconcile department budgets for year-end close out.

1 Commissioner Simmons moved to adopt “Resolution Authorizing County Manager to Reconcile Department  
2 Budgets”. Commissioner Swindell seconded the motion. The motion passed on the following vote: Ayes – Pugh,  
3 Pahl, Simmons, Swindell and Topping; Nays – None; Absent or not voting – None.

4 *Clerk’s Note: A copy of “Resolution Authorizing County Manager to Reconcile Department Budgets” is attached  
5 herewith as Exhibit E and incorporated herein by reference.*

6 **Amendment to Project Budget Ordinance NCORR Temporary Cash Assistance**

7 Kris Cahoon Noble, County Manager, reported in April, the Hyde County Board of Commissioners accepted a  
8 \$1,000,000.00 loan from the North Carolina Office of Recovery and Resiliency for temporary cash flow assistance in  
9 relation to Hurricane Dorian expenditures. In May 2020, the Board adopted the Project Budget Ordinance.

10  
11 A second appropriation of an additional \$1,000,000.00 has been allocated to Hyde County through Memorandum of  
12 Agreement between the North Carolina Office of Recovery and Resiliency and Hyde County. The amended Project  
13 Budget Ordinance shows the revenue from NCORR and the expenditures as loan proceeds. The funds will be utilized  
14 for cash flow while awaiting FEMA reimbursement.

15  
16 Commissioner Pahl moved to approve MOA and authorize County Manager to proceed and to approve and adopt the  
17 amended project budget ordinance. Commissioner Swindell seconded the motion. The motion passed on the  
18 following vote: Ayes – Pugh, Pahl, Simmons, Swindell and Topping; Nays – None; Absent or not voting – None.

19 *Clerk’s Note: A copy of “Hyde County North Carolina Office of Recovery and Resiliency Temporary Cash Assistance to  
20 Local Governments Project Budget Ordinance May 4, 2020 – Amended June 1, 2020” is attached herewith as Exhibit F  
21 and incorporated herein by reference.*

22  
23 **Project Budget Ordinance NCORR State Grant Assistance**

24 Kris Cahoon Noble, County Manager, reported Hyde County has received a second grant from the NC Office of  
25 Recovery and Resiliency. The first grant approved in April allowed Hyde County the funding for two positions to aid  
26 in recovery, a housing study and administrative overhead in the amount of \$500,000.00. This second appropriation in  
27 the amount of \$2,214,000.00 is to be used for addressing operating budget shortfalls, individual assistance costs and  
28 housing rehabilitation costs to assist with homeowner recovery.

29  
30 Commissioner Pahl moved to approve MOA and authorize County Manager to proceed and to approve and adopt the  
31 project budget ordinance. Commissioner Swindell seconded the motion. The motion passed on the following vote:  
32 Ayes – Pugh, Pahl, Simmons, Swindell and Topping; Nays – None; Absent or not voting – None.

33  
34 *Clerk’s Note: A copy of “State Grants for Financially Distressed Local Governments Memorandum of Agreement  
35 Between the North Carolina Office of Recovery and Resiliency and Hyde County” is attached herewith as Exhibit G and  
36 incorporated herein by reference.*

37  
38 **NCLM Health Insurance – Adding Spousal Coverage to the Current Plan**

39 Tammy Blake, Human Resources Director, reported the North Carolina League of Municipalities has presented to the  
40 County a Proposal Acceptance Form that would need Board approval to insure an employee’s spouse for health  
41 coverage providing the working spouse does not have available health coverage through their own employer’s plan.  
42 The employee would be responsible for payment of the spousal insurance rate through payroll deductions and would  
43 not be an additional cost to the County.

1 Commissioner Simmons moved to approve NCLM Health Insurance – Adding Spousal Coverage to the Current Plan.  
2 Commissioner Swindell seconded the motion. The motion passed on the following vote: Ayes – Pugh, Pahl, Simmons,  
3 Swindell and Topping; Nays – None; Absent or not voting – None.

4  
5 **Water Rate Increase**

6 Clint Berry, Utilities Director proposed changes to the Rules and Regulations of The Hyde County Water System to  
7 become effective on July 1, 2020. Rates were last raised 12 years ago.

8  
9 Commissioner Simmons moved to approve changes to the Rules and Regulations of The Hyde County Water System  
10 as presented. Commissioner Swindell seconded the motion. The motion passed on the following vote: Ayes – Pugh,  
11 Pahl, Simmons and Swindell; Nays – Topping; Absent or not voting – None.

12  
13 **Contract for Services – Land Records Audit**

14 Kris Cahoon Noble, County Manager, reported in an effort to achieve the most accurate county land records the  
15 County Manager recommended an audit of the county tax records and resolution of errors as necessary. This project  
16 will also include a review of the land records processes including document transfers, land/title ownership or land  
17 surveying issues and submitting a plan to improve those processes particularly in regard to the Farragut Tax System.

18  
19 The selected contractor is a Real Property Appraiser and holds a NC Department of Revenue Certificate for Appraisal  
20 of Property for Ad Valorem purposes. The contractor is in addition certified through the International Association of  
21 Assessing Officers and holds a Graduate Certificate in GIS from North Carolina State University. The contractor is  
22 familiar with Hyde County and was a member of the project team that conducted the Hyde County 2017 Revaluation.

23  
24 This work will be a special project and the contractor will be supervised by the County Manager. A final report will be  
25 submitted to the Hyde County Board of Commissioners upon project completion. The term of the contract is three (3)  
26 months.

27  
28 Commissioner Simmons moved to approve Contract for Services – Land Records Audit. Commissioner Swindell  
29 seconded the motion. The motion passed on the following vote: Ayes – Pugh, Pahl, Simmons, Swindell and Topping;  
30 Nays – None; Absent or not voting – None.

31  
32 **Ocracoke Occupancy Tax Board Recommendations**

33 Corrinne Gibbs, Finance Officer reported the Ocracoke Occupancy Tax Board met during the month of May and made  
34 the following appropriation recommendations to be paid from the Ocracoke Occupancy Tax Fund during the 2020-  
35 2021 fiscal year.

<u>Recipient</u>	<u>Amount</u>
Mattie Arts Center	500.00
Ocracoke Friends of the Library	3,925.00
Ocracoke School	14,930.00
Ocracoke Community Center	39,670.00
Ocracoke Life Saving Church	23,000.00
Ocracoke Volunteer Fire Department	83,019.00
Hyde County Ocracoke Civic & Business Association	45,000.00
North Carolina Coastal Land Trust	100,000.00
Ocracoke Preservation Society	215,306.00
Hyde County Sheriff's Department	<u>8,000.00</u>
<b>Total</b>	<b>622,057.00</b>

1 Commissioner Pahl moved to approve Ocracoke Occupancy Tax Recommended Appropriations as presented.  
2 Commissioner Simmons seconded the motion. The motion passed on the following vote: Ayes – Pugh, Pahl,  
3 Simmons, Swindell and Topping; Nays – None; Absent or not voting – None.

4  
5 **Mainland Occupancy Tax Board Recommendations**

6 Corrinne Gibbs, Finance Officer reported the Mainland Occupancy Tax Board met during the month of May and made  
7 the following appropriation recommendations to be paid from the Mainland Occupancy Tax Fund during the 2020-  
8 2021 fiscal year.

<u>Recipient</u>	<u>Amount</u>
11 <b>Fire Department in the Lake Comfort Area Construction</b>	<b>4,000.00</b>
12 <b>Mattie Art Center</b>	<b>2,500.00</b>
13 <b>Total</b>	<b>6,500.00</b>

14  
15 Commissioner Simmons moved to approve Mainland Occupancy Tax Recommended Appropriations as presented.  
16 Commissioner Swindell seconded the motion. The motion passed on the following vote: Ayes – Pugh, Pahl, Simmons,  
17 Swindell and Topping; Nays – None; Absent or not voting – None.

18  
19 **Spending Freeze**

20 Kris Cahoon Noble, County Manager, reported in order to complete the FY2020-2021 budget and successfully close  
21 out the 2019-2020 fiscal year implementation of a spending freeze is recommended. A \$100.00 spending limit will be  
22 set for all County departments through the end of FY2019-2020. Requests exceeding \$100.00 will be reviewed by the  
23 County Manager and approved as she deems necessary. The Health Department and the Department of Social  
24 Services will not be affected by the freeze.

25  
26 Commissioner Simmons moved to implement a \$100.00 spending freeze through the end of FY19-20. Commissioner  
27 Swindell seconded the motion. The motion passed on the following vote: Ayes – Pugh, Pahl, Simmons, Swindell and  
28 Topping; Nays – None; Absent or not voting – None.

29  
30 **CARES ACT Grant Offer - Airport**

31 Kris Cahoon Noble, County Manager, reported the US Department of Transportation has allocated CARES Act Grant  
32 fund to all counties in North Carolina with airports. Hyde County’s allocation is \$20,000.00 and can be used for any  
33 purpose for which airport revenues may be lawfully used.

34  
35 The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor’s  
36 authorized representative. The sponsor’s authorized representative must execute the grant followed by the attorney’s  
37 certification, no later than June 5, 2020 in order for the grant to be valid.

38  
39 Commissioner Simmons moved to name the County Manager as the sponsor’s authorized representative and authorize  
40 the County Manager to accept and implement the grant. Commissioner Swindell seconded the motion. The motion  
41 passed on the following vote: Ayes – Pugh, Pahl, Simmons, Swindell and Topping; Nays – None; Absent or not voting  
42 – None.

43  
44 **BUDGET REVISIONS**

45 **Health Department**

46 PME/ Maintenance & Repairs .....	\$	300.00
47 General Health/ Cell Phone .....	\$	300.00

48

1 **Department of Social Services**

2	Title III Transportation/ Equipment .....	\$ 200.00
3	Cell Phone/ Equipment .....	\$ 200.00
4	State Foster Care/ Cost of Space .....	\$10,000.00
5	Office Supplies/ Equipment .....	\$ 5,000.00
6	SSBG Legal Services/ Cost of Space .....	\$ 5,000.00

7  
8 **Senior Center**

9	Travel/ Maintenance and Repairs .....	\$ 1,000.00
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10  
11 **Veteran Services**

12	Travel/ Department Supplies .....	\$ 387.00
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13  
14 Commissioner Swindell moved to approve the Health Department, DSS, Senior Center and Veteran Services budget  
15 transfer. Commissioner Simmons seconded the motion. The motion passed on the following vote: Ayes – Pugh, Pahl,  
16 Simmons, Swindell and Topping; Nays – None; Absent or not voting – None.

17  
18 **MANAGEMENT REPORTS:**

19 The Commissioners and County Manager shared with the public their various activities and ideas for continuous  
20 improvement of government services in Hyde County.

21  
22 Mrs. Delia Mooney was recognized and thanked for her EMS work.

23 **PUBLIC COMMENT:**

24 Hearing no comment from the public, Chairman Pugh continued the meeting.

25  
26 **CLOSED SESSION: (none)**

27  
28 Commissioner Simmons moved to adjourn the meeting. Commissioner Swindell seconded the motion. The motion  
29 passed on the following vote: Ayes – Pugh, Pahl, Simmons, Swindell and Topping; Nays – None; Absent or not voting  
30 – None.

31  
32 The meeting adjourned at 9:30p.m.

33 Respectfully submitted:

34  
35 Minutes approved on the 6<sup>th</sup> day of July, 2020.

36  
37 Attest:

38  
39  
40 \_\_\_\_\_  
41 Lois Stotesberry, CMC, NCCCC  
42 Clerk, Hyde County Board of Commissioners

\_\_\_\_\_   
Earl Pugh, Jr.  
Chair, Hyde County Board of Commissioners

43  
44 **Attachments**

45 Exhibit A: “Fiscal Year 2020-2021 Budget Message”

46 Exhibit B: “Resolution to Ratify Board Action Related to State of Emergency Declaration – COVID 2019 – June 1, 2020”

- 1 Exhibit C: *“Hurricane Dorian Recovery Project Budget Ordinance”*  
2 Exhibit D: *“An Ordinance to Amend Chapter 4: Animals, Section 4-16, Determination of A Potentially Dangerous Dog,  
3 of The Code of Ordinances of The County of Hyde, North Carolina”*  
4 Exhibit E: *“Resolution Authorizing County Manager to Reconcile Department Budgets”*  
5 Exhibit F: *“Hyde County North Carolina Office of Recovery and Resiliency Temporary Cash Assistance to Local  
6 Governments Project Budget Ordinance May 4, 2020 – Amended June 1, 2020”*  
7 Exhibit G: *“State Grants for Financially Distressed Local Governments Memorandum of Agreement Between the North  
8 Carolina Office of Recovery and Resiliency and Hyde County”*

DRAFT

## **Special Budget Meeting Minutes (Recessed)**

### **Hyde County Board of Commissioners**

**Tuesday, June 9, 2020**

Following the opening prayer by Commissioner Swindell, the Chairman moved to open the Special Meeting of the Hyde County Board of Commissioners at 10:00 A.M., on Tuesday, June 9, 2020 in the Hyde County Government Center Multi-Use Room and the Ocracoke Community Center using the electronic conferencing equipment.

The following members were present on the mainland: Chairman Earl Pugh Jr., Commissioners Shannon Swindell and Tom Pahl; County Attorney Franz Holscher; Deputy Clerk to the Board Donnie Shumate; County Manager Kris Cahoon Noble, Finance Officer Corrinne Gibbs and Assistant Finance Officer Logan Mooney. Other department heads were present to respond to inquiries and facilitate the Commissioners' discussions regarding their departmental budgets.

Commissioner Simmons and Topping arrived later in the meeting.

Tammy Blake, HR Director, presented a request that Hyde County rescind the offer of spousal health insurance coverage that was approved at a previous meeting. It was discovered that offering coverage would have an adverse affect on employees getting ACA subsidies from the marketplace insurance options. Commissioner Pahl made a motion to rescind spousal health insurance coverage-Commissioner Swindell seconded the motion. The motion passed on the following vote: Ayes-Pahl, Swindell, and Pugh; Nays-None; Absent or not voting-Commissioners Simmons and Topping.

Manager Noble presented the Flood Damage Prevention Ordinance amended with the recommended changes from Commissioner Pahl. Commissioner Pahl thanked everyone for clarifying the language of the ordinance as requested. We held multiple public hearings on the ordinance and are now ready to vote on its adoption. Commissioner Swindell made a motion to adopt Flood Damage Prevention Ordinance - Commissioner Pahl seconded the motion. The motion passed on the following vote: Ayes-Pahl, Swindell, Simmons, Topping and Pugh; Nays-None; Absent or not voting-None.

Department heads discussed their proposed budgets with the commissioners.

During the course of the budget workshop, the following changes were recommended and approved by the Board of Commissioners:

Ocracoke Waterways Commission funding was added back into the budget at \$6,500.

Drainage Equipment was increased from \$1,000 to \$6,500.

Solid Waste Housing Allowance was increased from \$12,000 to \$16,000.

Solid Waste Site Improvements - Ocracoke was increased from \$8,000 to \$9,000.

Solid Waste Part-time was decreased from \$47,853 to \$37,569.

Solid Waste Equipment Capital Outlay was decreased from \$5,000 to \$0.

Solid Waste Chipping Contract was added at \$50,000. (see note below for discussion)

Social Services FICA was changed from \$60,408 to \$49,833.86.

Manager Noble advised that we had a chipper truck to provide chipping services in Ocracoke one day a week. That truck was destroyed in Hurricane Dorian. Solid Waste Director, James Blount, and Manager Noble got

quotes on a new truck and calculated the cost of upkeep, part-time salaries, and liability insurance to replace the truck and resume services. Mr. Blount also got quotes on chipping service contracts from the private sector. The cost of contracting the chipping service would be significantly less than replacing the truck and continuing the services as before. Commissioners Simmons and Topping stated that they would like to see jobs staying in the county and not being outsourced. It was agreed that we would move forward with the contracting service. Commissioner Pahl acknowledged that the employees working at the Ocracoke convenience site were doing a great job with improving the services and the community was very appreciative.

Sheriff Cahoon briefed the commissioners about needing to increase deputies salaries to get our pay scale in line with surrounding municipalities. He stated we are losing good people to other areas due to the differences. Training a deputy is expensive and takes time. When we lose someone we have to start that process again. He stated a study was done on how much it would cost to bring the salaries in line with other areas and it would cost approximately \$103,000 in salaries. This does not include benefits. It was agreed this year is not a good time to do it due to the decrease in revenues. However, it was agreed that it should be done as soon funding was available.

EMS Director, David White, briefed the commissioners on the non emergency transport service provided by Hyde County EMS. The new revenue source was a project started under previous Manager Rich and has started to show an increase in generating revenue. Mr. White advised that we currently have two transport contracts that will guarantee revenue this fiscal year and he would continue to search for additional clients.

Chairman Pugh recessed the meeting at 3:50pm and will reconvene on June 15, 2020 at 3:00pm.

Respectfully submitted:

Minutes approved on the 6th day of July, 2020.

Attest:

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Donnie Shumate, Deputy Clerk

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Earl Pugh, Jr.  
Chair, Hyde County Board of Commissioners

**Special Budget Meeting Minutes (Reconvened)**

**Hyde County Board of Commissioners**

**Monday, June 15, 2020**

Following the opening prayer by Commissioner Swindell, the Chairman moved to open the Special Meeting of the Hyde County Board of Commissioners at 3:00 p.m., on Monday, June 15, 2020 in the Hyde County Government Center Multi-Use Room.

The following members were present on the mainland: Chairman Earl Pugh Jr.; Commissioners Shannon Swindell and James Topping; Deputy Clerk to the Board Donnie Shumate; County Manager Kris Cahoon Noble; Finance Officer Corrinne Gibbs and Assistant Finance Officer Logan Mooney. Commissioner Tom Pahl attended using electronic conferencing equipment.

Corrinne Gibbs, Finance Director, presented the rest of the proposed budget revenues to the commissioners. No additional changes were requested.

Commissioner Swindell made a motion to adjourn the meeting. Chairman Pugh seconded the motion. The motion passed on the following vote: Ayes-Pahl, Swindell, Topping and Pugh; Nays-None; Absent or not voting-Simmons.

Meeting was adjourned at 4:00pm.

Respectfully submitted:

Minutes approved on the 6th day of July, 2020.

Attest:

\_\_\_\_\_  
Donnie Shumate, Deputy Clerk

\_\_\_\_\_  
Earl Pugh, Jr.  
Chair, Hyde County Board of Commissioners

**PUBLIC HEARING**  
**HYDE COUNTY BOARD OF COMMISSIONERS**  
**Monday, June 15, 2020**

Chairman Pugh called the Public Hearing of the Hyde County Board of Commissioners to order at 5:00 p.m., on Monday, June 15, 2020 in the Hyde County Government Center Multi-Use Room.

The following members were present on the mainland: Chairman Earl Pugh, Jr.; Commissioners Shannon Swindell and Ben Simmons; Deputy Clerk to the Board Donnie Shumate; County Manager Kris Cahoon Noble; Finance Officer Corrinne Gibbs.

Vice-Chairman Tom Pahl joined the meeting via electronic conferencing equipment.

At this time there were no questions or comments.

Commissioner Swindell moved to adjourn the Public Hearing. Commissioner Pahl seconded the motion. The motion passed on the following vote: Ayes-Pugh, Pahl, Simmons and Swindell; Nays-None; Absent or not voting-Commissioner James Topping. The meeting adjourned at 5:21 p.m.

Respectfully submitted:

Minutes approved on the 6th day of July, 2020.

Attest: \_\_\_\_\_  
Donnie Shumate, Deputy Clerk

\_\_\_\_\_  
Earl Pugh, Jr.  
Chair, Hyde County Board of Commissioners

SPECIAL BUDGET MEETING MINUTES

**HYDE COUNTY BOARD OF COMMISSIONERS  
MONDAY, JUNE 29, 2020**

The Board of Commissioners meeting began with opening prayer by Commissioner Swindell; and Pledge of Allegiance, Chairman Pugh called the Special meeting of the Hyde County Board of Commissioners to order at 3:00p.m., on Monday, June 29, 2020 in the Hyde County Government Center Multi-Use Room.

Due to COVID-19 restrictions, the June 29, 2020 Hyde County Board of Commissioners meeting was live streamed via the Hyde County Facebook page. The video is available on Facebook and on the County's YouTube channel for download to a personal device.

The following members were present on the mainland: Chairman Earl Pugh, Jr.; Commissioner Shannon Swindell County Manager Kris Cahoon Noble; Clerk to the Board/ IT Director Donnie Shumate; Finance Officer Corrinne Gibbs; Assistant Finance Officer Logan Mooney.

Vice-chairman Tom Pahl attended via live stream from Ocracoke.

**BUDGET REVISIONS**

SWAN QUARTER DIKE.....	\$45,000.00
4-H.....	\$5,000.00
UTILITIES.....	\$300,000.00
REGISTER OF DEEDS.....	\$18,000.00
HYDE COUNTY YOUTH ATHLETICS.....	\$7,500.00

**BUDGET CREDITS**

<u>GOVERNING BOARD</u> .....	\$500.00
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ADMINISTRATION

SALARIES .....	\$38,000.00
CELL PHONE.....	\$2,000.00
TRAVEL .....	\$3,000.00
COPY MACHINE SUPPLIES .....	\$1,000.00
WATERWAYS COMMISSION .....	\$10,000.00

HRA

HRA SUPPLEMENTAL .....	\$100,000.00
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IT DEPARTMENT

POSTAGE .....	\$500.00
COMPUTER SUPPORT .....	\$2,000.00
DEPT SUPPLIES .....	\$2,500.00
EQUIPMENT .....	\$4,000.00
EDUCATION .....	\$2,500.00

ELECTIONS

TRAVEL .....	\$1,500.00
PART-TIME .....	\$6,000.00
DEPT SUPPLIES .....	\$6,000.00

FINANCE

DEPT SUPPLIES .....	\$2,000.00
EQUIPMENT .....	\$1,500.00
EDUCATION .....	\$3,000.00

HUMAN RESOURCES

TRAVEL .....	\$1,000.00
ADVERTISING .....	\$200.00
DEPT SUPPLIES .....	\$1,000.00
TRAINING PROGRAM .....	\$1,000.00
EQUIPMENT .....	\$500.00

TAX

LONGEVITY .....	\$500.00
DEPT SUPPLIES .....	\$900.00
GIS .....	\$5,000.00
EDUCATION .....	\$2,500.00

CONTRACT

LEGAL

DELINQUENT TAX COLLECT .....	\$5,000.00
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REGISTER OF DEEDS

TRAVEL .....	\$1,000.00
EQUIPMENT .....	\$2,500.00

PLANNER

TRAVEL .....	\$3,500.00
EQUIPMENT .....	\$2,500.00
STRATEGIC PLAN UPDATE .....	\$1,000.00
LEADERSHIP DEVELOPMENT .....	\$1,000.00

DAVIS SCHOOL

SUPPLIES .....	\$5,000.00
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MAINTENANCE

SALARIES .....	\$25,000.00
VEHICLE MAINTENANCE .....	\$3,000.00
GAS, OIL AND TIRES .....	\$7,000.00

DEPARTMENT SUPPLIES .....	\$7,000.00
STREET SIGN MAINTENANCE .....	\$5,000.00
EQUIPMENT .....	\$500.00
<b><u>SHERIFF</u></b>	
AUTO MAINTENANCE .....	\$2,000.00
UNIFORMS .....	\$1,000.00
EQUIPMENT .....	\$5,000.00
<b><u>JAIL</u></b>	
MEDICAL SUPPLIES .....	\$3,000.00
<b><u>EMERGENCY MANAGEMENT</u></b>	
RADIO MAINTENANCE .....	\$1,000.00
EQUIPMENT .....	\$4,000.00
EDUCATION .....	\$1,500.00
<b><u>INSPECTIONS</u></b>	
GAS, OIL AND TIRES .....	\$3,000.00
CONTRACT FIRE INSPECTIONS .....	\$2,000.00
EQUIPMENT .....	\$3,000.00
<b><u>SOLID WASTE</u></b>	
COMPUTER SUPPORT .....	\$1,000.00
EQUIPMENT MAINTENANCE .....	\$19,000.00
ELECTRONIC DISPOSAL .....	\$6,000.00
MERCURY RECYCLING .....	\$2,000.00
GAS, OIL AND TIRES .....	\$4,500.00
INSURANCE .....	\$17,000.00
EQUIPMENT OUTLAY .....	\$5,000.00
<b><u>EMS</u></b>	
ON-CALL PAY .....	\$5,000.00
GROUP INSURANCE .....	\$5,000.00
COPIER MAINTENANCE .....	\$1,000.00
RADIO MAINTENANCE .....	\$1,000.00
UNIFORMS .....	\$2,000.00
DUES .....	\$4,000.00
<b><u>AIRPORT</u></b>	
TRAVEL .....	\$3,000.00
GAS, OIL AND TIRES .....	\$2,000.00
AIRPLANE FUEL .....	\$4,000.00

DRAINAGE ASSESSMENT .....\$3,000.00

EQUIPMENT .....\$3,000.00

**BUDGET DEBITS**

GOVERNING BOARD

TRAVEL .....\$500.00

ADMINISTRATION

TELEPHONE .....\$16,000.00

PART-TIME .....\$3,500.00

INSURANCE .....\$61,000.00

CONTRACT SERVICES .....\$2,000.00

IT

GOOGLE CLOUD .....\$11,000.00

TAX

TELEPHONE .....\$500.00

LEGAL

GENERAL LEGAL .....\$45,000.00

REGISTER OF DEEDS

TELEPHONE .....\$1,500.00

PLANNER

SALARIES .....\$50,000.00

FICA .....\$5,000.00

GROUP INSURANCE .....\$2,000.00

RETIREMENT .....\$4,000.00

TELEPHONE .....\$1,500.00

CELL PHONE .....\$2,500.00

ECONOMIC DEVELOPMENT CONSULTING SERVICES .....\$12,500.00

MAINTENANCE

UTILITIES .....\$6,000.00

VEHICLE MAINTENANCE .....\$6,000.00

SHERIFF

OVERTIME-LAW .....\$5,000.00

EQUIPMENT .....\$10,000.00

GAS, OIL AND TIRES .....\$10,000.00

EMERGENCY MANAGEMENT

TRAVEL .....\$3,000.00

SOLID WASTE

UTILITIES.....\$4,000.00

SITE IMPROVEMENTS OCRACOKE ..... \$1,500.00

SITE IMPROVEMENTS MAINLAND .....\$10,000.00

CONTAINER SERV MAINLAND .....\$35,000.00

PART-TIME .....\$10,000.00

CONTAINER RENT OCRACOKE .....\$25,000.00

EMS

PART TIME .....\$30,000.00

VEHICLE MAINTENANCE .....\$5,600.00

COMMISSIONER SWINDELL MADE A MOTION TO APPROVE THE AMENDED BUDGET. COMMISSIONER PAHL SECONDED THE MOTION. THE MOTION PASSED ON THE FOLLOWING VOTE: AYES-PUGH, PAHL, AND SWINDELL; NAYS-NONE; ABSENT OR NOT VOTING-TOPPING AND SIMMONS.

COMMISSIONER SWINDELL MADE A MOTION TO ADJOURN THE MEETING. COMMISSIONER PAHL SECONDED THE MOTION. THE MOTION PASSED ON THE FOLLOWING VOTE: AYES-PUGH, PAHL, AND SWINDELL; NAYS-NONE; ABSENT OR NOT VOTING-TOPPING AND SIMMONS. THE MEETING ADJOURNED AT 3:13 P.M.

RESPECTFULLY SUBMITTED:

MINUTES APPROVED ON THE 6TH DAY OF JULY, 2020.

ATTEST: \_\_\_\_\_

DONNIE SHUMATE, DEPUTY CLERK

\_\_\_\_\_

EARL PUGH, JR.

CHAIR, HYDE COUNTY BOARD OF COMMISSIONERS

## Special Budget Meeting Minutes

Hyde County Board of Commissioners  
Wednesday, July 1, 2020 @ 8:00 A.M.

Following opening prayer by Commissioner Simmons, and the Pledge of Allegiance, Chairman Pugh moved to convene the Special Meeting of the Hyde County Board of Commissioners at 8:00 a.m. on Wednesday, July 1, 2020 in the Hyde County Government Center Multi-Use Room.

The following members were present on the mainland: Chairman Earl Pugh, Jr.; Commissioners Ben Simmons and Shannon Swindell; County Manager Kris Cahoon Noble; Assistant Finance Officer Logan Jones; and Donnie Shumate IT/Deputy Clerk to the Board.

Vice-Chairman Tom Pahl was present on Ocracoke joining by teleconference.

County Manager Kris Cahoon Noble presented the FY 2020-2021 Budget Ordinance. Commissioner Pahl made a motion to adopt the FY 2020-2021 Budget. Commissioner Simmons seconded the motion to adopt the budget as presented. Commissioner Pahl and Commissioner Simmons requested more information regarding the fund balance. County Manager Noble advised that the auditor's report will be available in August. Manager Noble pointed out that last year's budget was adopted before Hurricane Dorian and Covid-19 and that this year's budget is a starting point and can be amended at any time the Commissioning Board sees fit. The motion passed on the following vote: Ayes-Pugh, Pahl, Simmons and Swindell; Nays-None; Absent or not voting-James Topping.

Commissioner Simmons made a motion to adjourn the meeting and Commissioner Swindell seconded the motion. The meeting convened at 8:15 a.m.

Respectfully submitted:

Minutes approved on the 6th day of July, 2020.

Attest:

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Donnie Shumate, Deputy Clerk

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Earl Pugh, Jr.  
Chair, Hyde County Board of Commissioners

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

**Meeting Date:** July 6, 2020  
**Presenter:** Manager Noble  
**Attachment:** Yes

**ITEM TITLE:** Hyde County Public Hearing

**SUMMARY:** The purpose of this hearing is to receive public comment on proposed changes to Section 36-175, Definitions and Rules of Construction, and Section 36-174, Development Standards of the Ocracoke Development Ordinance.

**RECOMMEND:** APPROVE

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**MOTION MADE BY:** \_\_\_ PUGH  
**(OPEN)** \_\_\_ SIMMONS  
\_\_\_ PAHL  
\_\_\_ SWINDELL  
\_\_\_ TOPPING

**MOTION SECONDED BY:** \_\_\_ PUGH  
\_\_\_ SIMMONS  
\_\_\_ PAHL  
\_\_\_ SWINDELL  
\_\_\_ TOPPING

**VOTE:** \_\_\_ PUGH  
\_\_\_ SIMMONS  
\_\_\_ PAHL  
\_\_\_ SWINDELL  
\_\_\_ TOPPING

**COMMENTS:**

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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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**AN ORDINANCE TO AMEND CHAPTER 36: SUBDIVISIONS, SECTION 36-145, DEFINITIONS AND RULES OF CONSTRUCTION, AND SECTION 36-174 (1), TABLE OF DEVELOPMENT STANDARDS, OF THE CODE OF ORDINANCES OF THE COUNTY OF HYDE, NORTH CAROLINA**

**BE IT ORDAINED** by the Board of Commissioners of the County of Hyde, North Carolina:

Section 1. That Chapter 36: Subdivisions, Section 36-145, Definitions and rules of construction, of the Code of Ordinances of the County of Hyde, North Carolina is hereby amended by replacing the definition of Building / structure height in its entirety with the following:

Building / structure height means the vertical distance measured from Mean Sea Level (NAVD 1988) to the highest roof surface or to the highest non-exempt part of the building / structure. Parts of buildings / structures that are exempt from the maximum height measurements and requirements are: chimneys, antennas, weather instruments, and church steeples [see the Hyde County, North Carolina Table of Development Standards in section 36-174 (1) for maximum allowable building / structure height].

Section 2. That the Hyde County, North Carolina Table of Development Standards contained in Chapter 36: Subdivisions, Section 36-174 (1) Table of development standards, of the Code of Ordinances of the County of Hyde, North Carolina is hereby amended by replacing the following:

“Maximum structure height\*\*      35 feet for all structure sizes listed on this chart\*\*\*”

with the following:

Maximum building / structure height      42 feet above Mean Sea Level (NAVD 1988)

Exempted from the maximum height measurements and requirements are: chimneys, antennas, weather instruments, and church steeples.

Section 3. That the Hyde County, North Carolina Table of Development Standards contained in Chapter 36: Subdivisions, Section 36-174 (1) Table of development standards, of the Code of Ordinances of the County of Hyde, North Carolina is hereby amended by deleting the following which appear after the above referenced table:

“\*\*No structure or appurtenance attached to any structure, except chimneys, antennas, church steeples, and weather instruments shall exceed the 35 feet maximum building height and no exempted structure shall exceed 40 feet.”

“\*\*\*The primary roof of a main structure shall have a minimum slope of four inches per foot. This requirement shall apply to accessory structures over 15 feet in height, as measured from eight feet less than three feet of the building site as shown on the

elevation certificate. The primary roof of a main structure is that which shelters the major percentage of the heated space within the structure."

Section 4. This Ordinance shall become effective upon its adoption.

Section 5. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

ADOPTED this the 6th day of July 6, 2020.

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Earl Pugh, Jr., Chair  
Hyde County Board of Commissioners

ATTEST:

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Donnie Shumate  
Deputy Clerk to the Board

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

**Meeting Date:** July 6, 2020  
**Presenter:** Linda Basnight, Tax Administrator  
**Attachment:** Yes

**ITEM TITLE:** Month End Report

**SUMMARY:** Ms. Basnight will present the June 2020 tax collection report.

**RECOMMEND:** Approve.

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**MOTION MADE BY:** \_\_\_ PUGH  
\_\_\_ SIMMONS  
\_\_\_ PAHL  
\_\_\_ SWINDELL  
\_\_\_ TOPPING

**MOTION SECONDED BY:** \_\_\_ PUGH  
\_\_\_ SIMMONS  
\_\_\_ PAHL  
\_\_\_ SWINDELL  
\_\_\_ TOPPING

**VOTE:** \_\_\_ PUGH  
\_\_\_ SIMMONS  
\_\_\_ PAHL  
\_\_\_ SWINDELL  
\_\_\_ TOPPING

TR-407 Daily Distribution Report

NCPTS V4

Report Parameters:

Date Sent To Finance Begin:

6/1/2020

Date Sent To Finance End :

6/30/2020

Number of detailed years before grouping as prior:

All

\*Note : Discounts are considered as release of levy and are not part of Total(\$\$) column.

Tax District	Levy Type	RMV vs Non-RMV	Levy Less Penalties (\$)	Penalties (\$)	Interest (\$)	Other (\$)	Total (\$)	* Discounts (\$)
<b>2020</b>								
NA ADVANCE		Both RMV and Non-RMV	0.00	0.00	0.00	6,871.18	6,871.18	0
<b>2019</b>								
FAIRFIELD DRAIN DIST CLASS A FEE		Both RMV and Non-RMV	0.00	0.00	0.00	0.00	0.00	0
FAIRFIELD DRAIN DIST CLASS B FEE		Non-RMV	5,651.03	0.00	0.00	0.00	5,651.03	0
FAIRFIELD DRAIN DIST CLASS C FEE		Non-RMV	357.57	0.00	0.00	0.00	357.57	0
FAIRFIELD DRAIN DIST CLASS E FEE		Non-RMV	13.04	0.00	0.00	0.00	13.04	0
HYDE COUNTY TAX		Non-RMV	72.30	0.00	0.00	0.00	72.30	0
HYDE COUNTY WATERSHED FEE		Non-RMV	85,059.63	0.00	4,565.08	0.00	89,624.71	0
MOSQUITO TAX		Non-RMV	225.95	0.00	18.40	0.00	244.35	0
NA REFUND		Both RMV and Non-RMV	1,109.28	0.00	59.31	0.00	1,168.59	0
NA REFUND		Both RMV and Non-RMV	0.00	0.00	0.00	622.81	622.81	0
ADULTS		Both RMV and Non-RMV	0.00	0.00	0.00	1.44	1.44	0
<b>2018</b>								
HYDE COUNTY TAX		Non-RMV	7,745.89	0.00	811.68	0.00	8,557.57	0
MOSQUITO TAX		Non-RMV	21.89	0.00	4.49	0.00	26.38	0
<b>2017</b>								
HYDE COUNTY TAX		Non-RMV	1,797.58	0.00	512.08	0.00	2,309.66	0
HYDE COUNTY WEST QUARTER FEE		Non-RMV	0.00	0.00	1.95	0.00	1.95	0
MOSQUITO TAX		Non-RMV	0.00	0.00	2.67	0.00	2.67	0
<b>2016</b>								
			1,797.58	0.00	516.70	0.00	2,314.28	0

HYDE COUNTY TAX	Non-RMV	0.00	931.13	0.00	0.00	2,281.62	0.00
HYDE COUNTY WEST QUARTER FEE	Non-RMV	0.00	0.05	0.00	0.00	0.05	0.00
<b>2015</b>		<b>1,350.49</b>	<b>931.18</b>	<b>0.00</b>	<b>0.00</b>	<b>2,281.67</b>	<b>0.00</b>
HYDE COUNTY Advertisement Fee	Non-RMV	12.00	0.00	0.00	0.00	12.00	0.00
HYDE COUNTY TAX	Non-RMV	2,725.96	559.87	0.00	0.00	3,285.83	0.00
HYDE COUNTY WATERSHED FEE	Non-RMV	42.58	34.48	0.00	0.00	77.06	0.00
MOSQUITO TAX	Non-RMV	22.30	1.61	0.00	0.00	23.91	0.00
<b>2014</b>		<b>2,802.84</b>	<b>595.96</b>	<b>0.00</b>	<b>0.00</b>	<b>3,398.80</b>	<b>0.00</b>
HYDE COUNTY TAX	Non-RMV	358.82	317.74	0.00	0.00	676.56	0.00
<b>2013</b>		<b>358.82</b>	<b>317.74</b>	<b>0.00</b>	<b>0.00</b>	<b>676.56</b>	<b>0.00</b>
HYDE COUNTY TAX	Non-RMV	387.75	89.13	0.00	0.00	476.88	0.00
<b>2011</b>		<b>387.75</b>	<b>89.13</b>	<b>0.00</b>	<b>0.00</b>	<b>476.88</b>	<b>0.00</b>
HYDE COUNTY TAX	Non-RMV	0.00	54.04	0.00	0.00	54.04	0.00
<b>2010</b>		<b>0.00</b>	<b>54.04</b>	<b>0.00</b>	<b>0.00</b>	<b>54.04</b>	<b>0.00</b>
HYDE COUNTY Advertisement Fee	Non-RMV	2.00	0.00	0.00	0.00	2.00	0.00
HYDE COUNTY TAX	Non-RMV	272.39	329.60	0.00	0.00	601.99	0.00
<b>2009</b>		<b>274.39</b>	<b>329.60</b>	<b>0.00</b>	<b>0.00</b>	<b>603.99</b>	<b>0.00</b>
HYDE COUNTY Advertisement Fee	Non-RMV	4.00	0.00	0.00	0.00	4.00	0.00
HYDE COUNTY TAX	Non-RMV	416.11	427.44	0.00	0.00	843.55	0.00
<b>2008</b>		<b>420.11</b>	<b>427.44</b>	<b>0.00</b>	<b>0.00</b>	<b>847.55</b>	<b>0.00</b>
HYDE COUNTY Advertisement Fee	Non-RMV	2.00	0.00	0.00	0.00	2.00	0.00
HYDE COUNTY TAX	Non-RMV	458.97	423.60	0.00	0.00	882.57	0.00
<b>2007</b>		<b>460.97</b>	<b>423.60</b>	<b>0.00</b>	<b>0.00</b>	<b>884.57</b>	<b>0.00</b>
HYDE COUNTY Advertisement Fee	Non-RMV	2.00	0.00	0.00	0.00	2.00	0.00
HYDE COUNTY TAX	Non-RMV	367.02	160.83	0.00	0.00	527.85	0.00
<b>2006</b>		<b>369.02</b>	<b>160.83</b>	<b>0.00</b>	<b>0.00</b>	<b>529.85</b>	<b>0.00</b>

	HYDE COUNTY TAX	Non-RMV	145.58	0.00	54.42	0.00	0.00	200.00	0
			145.58	0.00	54.42	0.00	0.00	200.00	0
<b>Total</b>			108,624.13	0.00	9,359.60	7,495.43	125,479.16		0

TR-407 Daily Distribution Report

NCPTS V4

Report Parameters:

Date Sent To Finance Begin:

Date Sent To Finance End :

6/1/2019  
6/30/2019  
All

Number of detailed years before grouping as prior:

\*Note : Discounts are considered as release of levy and are not part of Total(\$) column.

Tax District	Levy Type	RMV vs Non-RMV	Levy Less Penalties (\$)	Penalties (\$)	Interest (\$)	Other (\$)	Total (\$)	*Discounts (\$)
<b>2019</b>								
HYDE COUNTY TAX		Non-RMV	11,751.68	0.00	2,008.05	0.00	13,759.73	0
NA ADVANCE		Both RMV and Non-RMV	0.00	0.00	0.00	2,380.87	2,380.87	0
			<b>11,751.68</b>	<b>0.00</b>	<b>2,008.05</b>	<b>2,380.87</b>	<b>16,140.60</b>	<b>0</b>
<b>2018</b>								
FAIRFIELD DRAIN DIST CLASS A FEE		Non-RMV	2,061.96	0.00	41.58	0.00	2,103.54	0
FAIRFIELD DRAIN DIST CLASS B FEE		Non-RMV	631.30	0.00	12.70	0.00	644.00	0
HYDE COUNTY TAX		Non-RMV	47,890.94	0.00	2,910.57	0.00	50,801.51	0
HYDE COUNTY WATERSHED FEE		Non-RMV	219.81	0.00	12.66	0.00	232.47	0
HYDE COUNTY WEST QUARTER FEE		Non-RMV	8.44	0.00	0.48	0.00	8.92	0
MOSQUITO TAX		Non-RMV	270.48	0.00	26.74	0.00	297.22	0
NA REFUND		Both RMV and Non-RMV	0.00	0.00	0.00	0.81	0.81	0
			<b>51,082.93</b>	<b>0.00</b>	<b>3,004.73</b>	<b>0.81</b>	<b>54,088.47</b>	<b>0</b>
<b>2017</b>								
HYDE COUNTY TAX		Non-RMV	3,725.32	0.00	745.75	0.00	4,471.07	0
HYDE COUNTY WATERSHED FEE		Non-RMV	71.61	0.00	10.59	0.00	82.20	0
MOSQUITO TAX		Non-RMV	30.46	0.00	7.47	0.00	37.93	0
			<b>3,827.39</b>	<b>0.00</b>	<b>763.81</b>	<b>0.00</b>	<b>4,591.20</b>	<b>0</b>
<b>2016</b>								
HYDE COUNTY TAX		Non-RMV	3,322.26	0.00	834.53	0.00	4,156.79	0
HYDE COUNTY WATERSHED FEE		Non-RMV	41.73	0.00	1.25	0.00	42.98	0
HYDE COUNTY WEST QUARTER FEE		Non-RMV	0.00	0.00	0.05	0.00	0.05	0
MOSQUITO TAX		Non-RMV	38.55	0.00	10.25	0.00	48.80	0
			<b>3,402.54</b>	<b>0.00</b>	<b>846.08</b>	<b>0.00</b>	<b>4,248.62</b>	<b>0</b>
<b>2015</b>								



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

**Meeting Date:** July 6, 2020  
**Presenter:** Derek Dorazio, U.S. Census Bureau  
**Attachment:** Yes

**ITEM TITLE:** 2020 Census Update

**SUMMARY:** Hyde County currently has the 94th lowest reported 2020 Census response rate of the 100 counties in NC. Your current reported response rate is only 37.5%, putting the County at risk of a possible undercount which could negatively impact funding and resources for the next decade.

**RECOMMEND:** DISCUSS AND TAKE ACTION AS NECESSARY.

---

**MOTION MADE BY:** \_\_\_ PUGH  
\_\_\_ SIMMONS  
\_\_\_ PAHL  
\_\_\_ SWINDELL  
\_\_\_ TOPPING

**MOTION SECONDED BY:** \_\_\_ PUGH  
\_\_\_ SIMMONS  
\_\_\_ PAHL  
\_\_\_ SWINDELL  
\_\_\_ TOPPING

**VOTE:** \_\_\_ PUGH  
\_\_\_ SIMMONS  
\_\_\_ PAHL  
\_\_\_ SWINDELL  
\_\_\_ TOPPING

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**2020 Census - Board of Commissioners meeting on 7/6/20**

6 messages

**Derek A Dorazio (CENSUS/AT FED)** <derek.a.dorazio@2020census.gov>

Fri, Jun 26, 2020 at 11:26 AM

To: "dshumate@hydecourtnc.gov" &lt;dshumate@hydecourtnc.gov&gt;

Cc: "knoble@hydecourtnc.gov" &lt;knoble@hydecourtnc.gov&gt;, Lois Stotesberry &lt;lstotesberry@hydecourtnc.gov&gt;

Hi, Donnie!

Just left you a VM about this as well.

Can you please put me on the agenda for the upcoming Board of Commissioners meeting on 7/6/20 @ 6PM to brief the Commissioners on the 2020 Census? I would like to appear in person, but I can certainly virtually address the Board if that is the preference.

The Board adopted the attached 2020 Census resolution on 7/1/19 forming a Complete Count Committee (CCC) to promote the Census but unfortunately, Hyde County currently has the 94th lowest reported 2020 Census response rate of the 100 counties in NC. Your current reported response rate is only 37.5%, putting the County at risk of a possible undercount which could negatively impact funding and resources for the next decade.

I understand Lois is sick and COVID-19 is the top priority right now, but we need to get the CCC back together with representatives from all five townships and the appropriate County agencies/departments (e.g. Schools, DSS, Admin, PIO, library, etc.). We need a concerted push to increase Census response rates across the County before it's too late.

Please let me know if I can be added to the agenda to address the Board at the 7/6/20 meeting.

Thanks!

Sincerely,

DEREK A. DORAZIO  
Partnership Specialist  
North Carolina  
U.S. Census Bureau  
Cell: 678-662-1582  
Email: [derek.a.dorazio@2020census.gov](mailto:derek.a.dorazio@2020census.gov)

---

 **Hyde County resolution.pdf**  
1077K**Donnie Shumate** <dshumate@hydecourtnc.gov>

Fri, Jun 26, 2020 at 12:10 PM

To: "Derek A Dorazio (CENSUS/AT FED)" &lt;derek.a.dorazio@2020census.gov&gt;

Cc: "knoble@hydecourtnc.gov" &lt;knoble@hydecourtnc.gov&gt;, Lois Stotesberry &lt;lstotesberry@hydecourtnc.gov&gt;

I will add you to the agenda. If you have an adequate internet connection, I would prefer that you attend remotely due to how we are having public attendance. We have moved to live streaming the meetings during the pandemic and it actually works out much better for the citizens if presenters join via our conference system. The public has been very pleased with the live streaming and virtual attendance has been pretty impressive. If you do not have a good connection, we can of course accommodate you in person. Just let me know what you decide so I can send you the video conference invitation if needed.

Many thanks.

# 2020 Census – Hyde County, NC

## 6/30/20

- **Current 2020 Census reported response rate Hyde County, NC (6/30/20) = 37.6%**
  - Rank = 94 (lowest) out of 100 counties.
  - Risk of possible undercount could negatively impact funding & resources for next decade.
- **What has Hyde County done to promote the 2020 Census so far?**
  - Adopted resolution on 7/1/19 forming Complete Count Committee (CCC) to promote the Census.
  - CCC has only met twice (last time 3/11/20), none since current CCC Chair has been out of the office.
- **Nonresponse Follow-up (NRFU) starts as early as 8/11/20**
  - Little over a month to increase self-response rates before we start knocking on doors!
  - 2020 Census ends 10/31/20.
- **What can we do to increase self-response rates in Hyde County, NC over next 45 days?**
  - Utility bills, social media, website/emails/texts, robocalls, fliers, major employers, apartments, food distribution sites, COVID-19 testing sites, Census assistance sites, incentives, Response Rate Challenge.
  - CCC w/ reps. from all five townships & appropriate County depts. must meet immediately.

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

**Meeting Date:** July 6th, 2020  
**Presenter:** Luana Gibbs  
**Attachment:** Yes

**ITEM TITLE:** COVID-19 Update

**SUMMARY:** Luana Gibbs, Health Director, will give a COVID-19 update.

**RECOMMEND:** RECEIVE

---

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

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

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



*From the Lodge to the Lighthouse*  
We're striving for a healthier Hyde

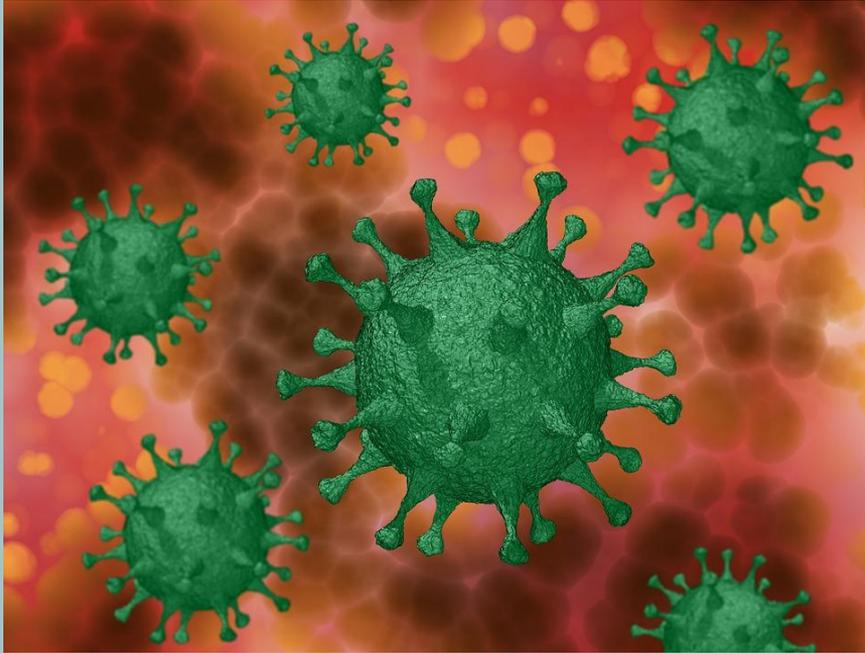
---

# Status Report: COVID-19 Hyde Co.

Luana Gibbs • 07-6-2020

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# Overview



Case Count as of 11:00 a.m. 7/6/2020

Total Cases 20

Active Cases 9

Recovered Cases 11

Hospitalizations 1

Deaths 0

---

---

# Progress - Topic area 1 - Testing

## Testing

- Hyde Co Health Dept
- Engelhard Medical Center
- Ocracoke Health Center

## Mass Testing

- Participated with Dare County



---

# Types of Tests

## RT-PCR - diagnostic panel

- Gold Standard for testing
- State Lab & Commercial Labs, e.g. LabCorp.
- State Lab requires meeting criteria
- LabCorp - anyone can test

## Antibody Test

- Determines if you have had a coronavirus infection in the past, which includes the cold
- Do not use to determine if infectious
- Takes 1 - 3 weeks for body to make antibodies

## Antigen Test

- Determines if you have COVID proteins
  - False negatives
-

---

# Progress - Topic area 2 - Contact Tracing & Investigation

## Internal Staff

- Nurses
- Administrative
- Substance Awareness Dept
- Health Education

## External

- Todd VanHoy - CD Branch
  - Carolina Community Tracing Collaborative  
(Call line, Interpreters, funding for using this service)
-

---

# Attention areas

## Risk 1

- Complaints & Stigma
  - Businesses
  - Individuals

## Risk 2

- Interpreter
  - No interpreter on staff, using Language Line and CCTC



---

# Next steps

## Assignment 1

Mass Testing - Mainland, Ocracoke

## Assignment 2

Education to Business Owners, and General Public

## Assignment 3

Continue following Executive Orders and Public Health  
Recommendations

---

# What can we do?



## Know your Ws!



**WEAR** a cloth covering  
over your nose and mouth.



**WAIT** 6 feet apart.  
Avoid close contact.



**WASH** your hands or  
use hand sanitizer.

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

**Meeting Date:** July 6, 2020

**Presenter:** Meredith Nicholson – Chairman, Hyde County ABC Board

**Attachment:** None

**ITEM TITLE:** Hyde County ABC Board Member appointment & General Update

**SUMMARY:** Appoint current board member, Glenda B. Williams, to a 3 year term running from July 1, 2020 to June 30, 2023.  
Present general financial update.

**RECOMMEND:** MAKE APPOINTMENT AND RECEIVE INFORMATION

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**Motion Made By:** \_\_\_ Earl Pugh, Jr.  
\_\_\_ Barry Swindell  
\_\_\_ Dick Tunnell  
\_\_\_ Ben Simmons  
\_\_\_ Tom Pahl

**Motion Seconded By:** \_\_\_ Earl Pugh, Jr.  
\_\_\_ Barry Swindell  
\_\_\_ Dick Tunnell  
\_\_\_ Ben Simmons  
\_\_\_ Tom Pahl

**Vote:** \_\_\_ Earl Pugh, Jr.  
\_\_\_ Barry Swindell  
\_\_\_ Dick Tunnell  
\_\_\_ Ben Simmons  
\_\_\_ Tom Pahl

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

**Meeting Date:** July 6, 2020  
**Presenter:** County Manager Kris Noble  
**Attachment:** No

**ITEM TITLE:** EMPLOYEE/VOLUNTEER/FRIEND OF THE MONTH

**SUMMARY:** Manager Kris Noble will announce the Employee, Volunteer and/or Friend of the County for the month of July 2020.

**RECOMMEND:** Congratulations.

---

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

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

**Meeting Date:** July 6, 2020  
**Presenter:** Citizens  
**Attachment:** No

**ITEM TITLE:** PUBLIC COMMENTS

**SUMMARY:** Citizens are afforded an opportunity at this time to comment on issues they feel may be of importance to the Commissioners and to their fellow citizens.

Comments should be kept to (3) minutes and directed to the entire Board, not just one individual Commissioner, staff member or to a member of the audience.

Time for one person cannot be used by another person.

Comments that reflect the need for additional assistance will be directed to the County Manager or referred to a future meeting agenda.

**RECOMMEND:** Receive comments.

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

**Meeting Date:** July 6, 2020  
**Presenter:** Kris Cahoon Noble  
**Attachment:** Yes - Resolution

**ITEM TITLE:** Resolution Adopting Northeastern NC Hazard Mitigation Plan

**SUMMARY:** The Northeastern NC Regional Hazard Mitigation Plan is still being reviewed by NCEM; however, in an effort to move forward with the plan update process, NCEM has asked that we proceed with plan adoptions.

In the past, plans were not adopted until both the State and FEMA reviews were completed, but that process can take several months. Adopting the plan now will allow us to bypass FEMA’s “Approved Pending Adoption” status and go straight to “Approved” once the FEMA review is completed. The plan is considered a living document that is subject to change, so your adoptions will be valid for any revisions resulting from the review that are incorporated into the final version of the plan.

A full draft of the plan is available for review at [www.northeasternhmp.com](http://www.northeasternhmp.com).

**RECOMMEND:**

1. APPROVE RESOLUTION TO ADOPT PLAN

---

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

**Board of Commissioners**

Earl Pugh, Jr., Chair  
Tom Pahl, Vice-Chair  
Benjamin Simmons, III  
Shannon Swindell  
James Topping

# COUNTY OF HYDE

30 Oyster Creek Road  
PO Box 188  
SWAN QUARTER, NORTH CAROLINA 27885  
252-926-4400  
252-926-3701 Fax

Kris Cahoon Noble  
County Manager

Franz Holscher  
County Attorney

Lois Stotesberry, CMC, NCCCC  
Clerk to the Board



## **RESOLUTION ADOPTING THE NORTHEASTERN NC REGIONAL HAZARD MITIGATION PLAN**

WHEREAS, Hyde County is vulnerable to an array of natural hazards that can cause loss of life and damages to public and private property; and

WHEREAS, Hyde County desires to seek ways to mitigate situations that may aggravate such circumstances; and

WHEREAS, the development and implementation of a hazard mitigation plan can result in actions that reduce the long-term risk to life and property from natural hazards; and

WHEREAS, it is the intent of the Hyde County Board of Commissioners to protect its citizens and property from the effects of natural hazards by preparing and maintaining a local hazard mitigation plan; and

WHEREAS, it is also the intent of the Hyde County Board of Commissioners to fulfill its obligation under North Carolina General Statutes, Chapter 166A: North Carolina Emergency Management Act and Section 322: Mitigation Planning, of the Robert T. Stafford Disaster Relief and Emergency Assistance Act to remain eligible to receive state and federal assistance in the event of a declared disaster affecting the County of Hyde; and

WHEREAS, Hyde County, in coordination with other jurisdictions participating in the Northeastern NC Region, has participated in the planning process and prepared a multi-jurisdictional hazard mitigation plan with input from the appropriate local and state officials;

WHEREAS, the North Carolina Division of Emergency Management and the Federal Emergency Management Agency have received the Northeastern NC Regional Hazard Mitigation Plan to review for legislative compliance and will approve the plan pending the completion of local adoption procedures;

NOW, THEREFORE, BE IT RESOLVED that the Hyde County Board of Commissioners hereby adopts the Northeastern NC Regional Hazard Mitigation Plan; and agrees to take such

other official action as may be reasonably necessary to carry out the proposed actions of the Plan.

Adopted this the 7th day of July 2020.

---

Earl Pugh, Jr.  
Hyde County Board of Commissioners Chair

Attest:

---

Donnie Shumate  
Hyde County Deputy Clerk to the Board

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

**Meeting Date:** July 6, 2020  
**Presenter:** Kris Cahoon Noble  
**Attachment:** Yes - Resolution

**ITEM TITLE:** Resolution to Amend Fire Protection Contract with SQVFD

**SUMMARY:** Swan Quarter Volunteer Fire Department requires assurances that the current, and all future contracts with the County of Hyde will be amended to include identical funding for the new sub-station.

**RECOMMEND:** APPROVE

---

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

**DRAFT**

**RESOLUTION TO AMEND FIRE PROTECTION CONTRACT BETWEEN THE SWAN QUARTER VOLUNTEER FIRE DEPARTMENT AND HYDE COUNTY**

**WHEREAS**, the Swan Quarter Volunteer Fire Department, Inc. was established in 1971 as an IRS recognized 501(c)(4) organization whose mission is to provide a fire incident response and a first-responder service for medical emergencies in their district, and

**WHEREAS**, the Swan Quarter Volunteer Fire Department, Inc. is an incorporated (nonprofit) volunteer fire department pursuant to Chapter 55 of the North Carolina General Statutes, and

**WHEREAS**, the Swan Quarter Volunteer Fire Department, Inc. desires to build a new sub-station at a location to be determined in the Lake Comfort area of Hyde County, and

**WHEREAS**, on the 3<sup>rd</sup> day of February, 2020, the Hyde County Board of Commissioners passed a resolution in support of the the new sub-station project, and

**WHEREAS**, the Swan Quarter Volunteer Fire Department, Inc. currently has a contract with Hyde County, a body politic, to provide fire protection to an area of Hyde County defined by the fire and mutual aid districts being served by the Department, and

**WHEREAS**, said contract became effective as of the 1<sup>st</sup> day of July, 2018, for a 1 year period with the provision that said contract shall extend automatically and renew annually for a period of four (4) addition years with total duration not to exceed five (5) years, unless one party notifies the other in writing no less than sixty (60) days prior to the annual renewal date of that party's desire not to renew, and

**WHEREAS**, the Swan Quarter Volunteer Fire Department, Inc. desires to enter into an agreement with the United States Department of Agriculture Rural Development to fund the construction of said sub-station which will consist of a loan of 45% of the construction cost, and

**WHEREAS**, the Swan Quarter Volunteer Fire Department requires assurances that the current, and all future contracts with the County of Hyde will be amended to include identical funding for the new sub-station, and

**WHEREAS**, the Hyde County Board of Commissioners agrees to such amendment of current contract and addition of the sub-station in future contracts,

**NOW, THEREFORE, BE IT RESOLVED** that the Hyde County Board of Commissioners does unanimously agree to said request.

Adopted this the 6th day of July, 2020.

---

Earl Pugh, Jr., Chairman  
Hyde County Board of Commissioners

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Donnie Shumate, Deputy Clerk to the Board  
Hyde County Board of Commissioners

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

**Meeting Date:** July 6th, 2020  
**Presenter:** Daniel Brinn  
**Attachment:** Yes

**ITEM TITLE:** Project Budget Ordinance-Stream Debris

**SUMMARY:** Attached is a Project Budget Ordinance-Stream Debris for funds from the North Carolina Department of Agriculture and Consumer Services, Division of Soil & Water Conservation; for snagging and clearing activities related to Hurricanes Florence, Michael, and Dorian

**RECOMMEND:** APPROVE

---

Motion Made By:  Earl Pugh, Jr.  
 Barry Swindell  
 Dick Tunnell  
 Ben Simmons  
 Tom Pahl

Motion Seconded By:  Earl Pugh, Jr.  
 Barry Swindell  
 Dick Tunnell  
 Ben Simmons  
 Tom Pahl

Vote:  Earl Pugh, Jr.  
 Barry Swindell  
 Dick Tunnell  
 Ben Simmons  
 Tom Pahl



Steve Troxler  
Commissioner

## North Carolina Department of Agriculture and Consumer Services

N. David Smith  
Chief Deputy Commissioner

June 3, 2020

Mr. Daniel Brinn  
Hyde County Soil & Water Conservation District  
30 Oyster Creek Rd. PO Box 264  
Swan Quarter, NC 27885

### NOTIFICATION OF FUNDING OFFER

Dear Mr. Brinn,

On behalf of Commissioner Steve Troxler and the North Carolina Department of Agriculture and Consumer Services – Division of Soil & Water Conservation, I am pleased to inform you that \$368,814.00 for your project, Watershed Restoration Project, was approved under the Hurricane Florence Emergency Response Act.

Two original contract packets must be completed and returned to the NCDA&CS, making sure that the contracts and certain forms have been signed, dated, and witnessed, as applicable, before they are returned to the address provided below. By completing these documents, you are agreeing to the specific stipulations, the general terms and conditions and specific reporting requirements. Please return the two completed packets to:

Heather Reichert  
NC Department of Agriculture & Consumer Services, Division of Soil & Water Conservation  
1614 Mail Service Center  
Raleigh, NC 27699-1614

All authorized representative signatures must be in blue ink. Use the Contract Check Off List to ensure all attachments are included and are in the correct order for each contract packet.

One fully executed, original contract will be returned to you for your records. If you have any questions about your contract or any of the forms contained in your offer packet, please call Heather Reichert at 919-707-3768, or feel free to send an email to [Heather.Reichert@ncagr.gov](mailto:Heather.Reichert@ncagr.gov).

I would like to take this opportunity to thank you for participating in the Watershed Restoration Project for restoring drainage and securing streambanks following recent storms.

Sincerely,

N. David Smith  
Chief Deputy Commissioner

Enclosures  
cc: Tara Tyson, Grants Administrator



**NORTH CAROLINA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES**

Steven W. Troxler, Commissioner

**Contract Check Off List for Grantee (Government/University)**

**INSTRUCTIONS:** Check the "Yes" boxes in the left column for the document titles that are being returned with the two signed, dated and witnessed copies of the contract, with signatures in blue ink. Be sure to include all the other documents specified in your contract package. If "No" has been checked off for you, that document is not required for this grant program or project.

**GRANTEE ORGANIZATION NAME:** Hyde County Soil & Water Conservation District

**PROJECT TITLE/NAME:** Watershed Restoration Project

**CONTRACT #:** 19-091-4070

<i>GO Entities Only Check One Box</i>			<i>Document Title</i>	<i>Department Use – Documents Attached or On File</i>		<i>Grants and Contracts- Documents Attached or On File</i>	
Yes	No			Yes	No	Yes	No
			Contractual "Check Off List for Grantee				
			Contract Cover (To be signed, dated & witnessed)				
			Attachment A – General Terms and Conditions – Government/University				
			Attachment B – Scope of Work (includes Timeline and Line Item Budget)				
			Attachment C – Certifications and Assurances Section				
			Attachment D – NC OpenBook Supplemental Information				
			Attachment E – Signature Card				
			Attachment F – W-9 Tax Information				
			Attachment G – Vendor Electronic Payment Form				
			Attachment H – FFATA Data Reporting Requirements (if applicable)				
			Attachment I – Federal Regulations (if applicable)				

**STATE OF NORTH CAROLINA  
COUNTY OF WAKE**



Departmental Use Only	
CENTER:	<u>2985-1803</u>
ACCOUNT:	<u>536502</u>
AMOUNT:	<u>\$196,760.00</u>
CENTER:	_____
ACCOUNT:	<u>536502</u>
AMOUNT:	_____
CENTER:	_____
ACCOUNT:	<u>536502</u>
AMOUNT:	_____
CENTER:	<u>2986-4796</u>
ACCOUNT:	<u>536502</u>
AMOUNT:	<u>\$172,054.00</u>

**North Carolina Department of Agriculture and Consumer Services  
Division of Soil & Water Conservation**

**Watershed Restoration Project - Governmental**

**CONTRACT #** \_\_\_\_\_ 19-091-4070 \_\_\_\_\_

This Contract is hereby entered into by and between the **North Carolina Department of Agriculture and Consumer Services, Division of Soil & Water Conservation** (the "Agency") and **Hyde County Soil & Water Conservation District** ("Grantee"), and referred to collectively as the "Parties". The Grantee's federal tax identification number is 56-6000308 and is physically located in Hyde County, and is further located at 30 Oyster Creek Rd. PO Box 264 Swan Quarter, NC 27885.

The purpose of this Contract is to implement needed repairs to streams and drainage ways resulting from hurricanes and subsequent flooding. The Grantee's project title is Watershed Restoration Project. This Contract is funded by state appropriations. Funds awarded under this Contract must be used for the purposes for which they are intended.

The Grantee's fiscal year ends June 30.

**Contract Documents:**

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

1. This Contract
2. General Terms and Conditions (Attachment A)
3. Scope of Work, including Timeline, Line Item Budget and Budget Narrative (Attachment B)
4. Certifications and Assurances Section (Attachment C)
5. NC Openbook Supplemental Information (Attachment D)
6. Signature Card (Attachment E)
7. W-9 Tax Information (Attachment F)
8. Vendor Electronic Payment Form (Attachment G)

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

**I. Precedence Among Contract Documents:**

In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple

Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

II. **Effective Period:**

This Contract shall be effective on **January 1, 2020** and shall terminate on **December 31, 2022** with the option to extend, if mutually agreed upon, through a written amendment as provided for in the General Terms and Conditions as described in Attachment A.

III. **Grantee's Duties:**

The Grantee shall provide the services as described in the Attachment **B**: Scope of Work. The Grantee shall be responsible to obtaining necessary landowner authorization for site access and all permits needed to complete the planned work.

IV. **Agency's Duties:**

The Agency shall pay the Grantee in the manner and in the amounts specified in the Contract Documents. The total amount paid by the Agency to the Grantee under this Contract shall not exceed **\$368,814.00**. This amount consists of: **\$368,814.00** in State funds.

a. There are no matching requirements from the Grantee.

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

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

c. The Grantee's matching requirement is \$18,441.00, which consists of:

	In Kind	\$
	Cash	\$
	USDA Funds	\$.00
	Cash and/or In-kind	\$18,441.00
	Other/Specify:	\$

d. The Grantee has committed to an additional \$ \_\_\_\_\_ to complete the project as described in Attachment B.

The total contract amount with matching funds is **\$387,255.00**.

V. **Conflict of Interest Policy:**

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

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

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

**VII. Reversion of Unexpended Funds:**

Any unexpended grant funds shall revert to the Agency upon termination of this Contract.

**VIII. Reporting Requirements:**

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

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

(2) Agency Reporting Requirements:

- a) The Grantee shall submit quarterly progress reports, with each report due on or before the last day of January, April, July, and October, continuing until the project is complete and final project report is approved. The quarterly progress report is required even if no activity has occurred for the quarter and no reimbursement is requested for the quarter.
- b) The quarterly and final report shall include a narrative summary of the work completed each quarter and for the project to date and a summary of cash and in-kind expenditures for the quarter and total project.
- c) Grantee shall submit a Final Financial report and Final Invoice not later than 60 days after the expiration or termination of this Contract.

**IX. Payment Provisions:**

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

For sites for which this contract is supplementing USDA Emergency Watershed Protection Program (EWPP) funding, completed work must also satisfy EWPP requirements prior to payment being authorized.

Up to 16 percent (16%) of the funds awarded to the Grantee may be used to reimburse actual documented engineering, technical assistance, and administrative expenses for the project, excluding any expenses pledged by the Grantee as match for this project and salary, benefits, and operating expenses that would normally have been paid by the Grantee.

The Grantee shall expend funds in accordance with G.S. 143C-6-23 (f1)(f2)(j). The Grantee shall account for any income earned, which may result from any funds awarded under this Contract, on the Agency "Request for Reimbursement" form. Eligible uses of income earned are:

- a) Expanding the project or program;
- b) Continuing the project or program after grant ends; or
- c) Supporting other projects or programs that further the broad objectives of the grant program.

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

Reimbursement requests shall be completed on a "Request for Reimbursement" form furnished to the Grantee by the Agency. All reimbursement forms must include support documentation, including but not limited to; copies of invoices, individual time sheets and travel logs that have been signed by the

employee and supervisor; salary registers or payrolls that include fringe benefits, hourly rates of pay, and signature of the Grantee's responsible financial person, cancelled checks and lease agreements.

Eligible expenditures for payment must be within the effective period noted in the Contract. Reimbursement may not be considered prior to the submission and final execution of the Contract.

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

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

All matching funds, including in-kind and cash, must be spent concurrently with funds provided by the Contract. Both types of matching funds expended shall be accounted for on the monthly invoices.

Indirect costs are not allowable expenditures under this Contract, except as described in paragraph two of this section.

**X. Contract Administrators:**

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

**For the Agency:**

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
David B. Williams, Deputy Director Division of Soil & Water Conservation 1614 Mail Service Center Raleigh, NC 27699-1614 Telephone: 919-715-6103 Email: David.B.Williams@ncagr.gov	David B. Williams, Deputy Director Division of Soil & Water Conservation 216 West Jones Street Raleigh, NC 27603

**For the Grantee:**

Grantee Contract Administrator	Grantee Principal Investigator or Key Personnel
Daniel Brinn Hyde County Soil & Water Conservation District 30 Oyster Creek Rd. PO Box 264 Swan Quarter, NC 27885  Telephone: 252-926-7253 Fax: 252-92603705 Email: dbrinn@hydecourtync.gov	Same

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

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

such services. The funds shall not be used to reduce the Grantee's total expenditure of other public funds for such services.

**XII. Disbursements:**

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

- a. Will implement or already have implemented adequate internal controls over disbursements
- b. Pre-audit all invoices presented for payment to determine:
  - Validity and accuracy of payment
  - Payment due date
  - Adequacy of documentation supporting payment
  - Legality of disbursement
- c. Assure adequate control of signature stamps/plates
- d. Assure adequate control of negotiable instruments; and
- e. Have procedures in place to ensure that account balance is solvent and to reconcile the account monthly.
- f.

**XIII. Outsourcing:**

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

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

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

[This Contract is continued on the next page]

**XV. Signature Warranty:**

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

IN WITNESS WHEREOF, the Grantee and the Agency execute this contract in **two (2)** originals, one (1) of which is retained by the Grantee and one (1) which are retained by the Agency, the day and year first above written.

Grantee: Hyde County Soil & Water Conservation District

\_\_\_\_\_  
Signature of Authorized Representative Date

\_\_\_\_\_  
Printed Name Title

**Witness:**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name Title



**North Carolina Department of Agriculture and Consumer Services**

\_\_\_\_\_  
Signature of Authorized Representative Date

N. David Smith, Chief Deputy Commissioner

**ATTACHMENT B  
SCOPE OF WORK  
WATERSHED RESTORATION PROJECT**

Hyde SWCD (the “GRANTEE”) will complete watershed restoration activities including cutting and removing downed trees, broken tops, woody/vegetative debris and sediment that impede or potentially impede water flow in the streams and tributaries included in Table B1 below (taken from the application submitted by the GRANTEE). For sites for which this contract is supplementing USDA Emergency Watershed Protection Program (EWPP) funding, completed work must also satisfy EWPP requirements prior to payment being authorized.

TABLE B1: Stream/Ditch Segments to be repaired

ID	Segment Name	Planned Treatment	Linear Feet Planned	Storm Name
A	The Gut	Stream Debris Removal	2496	Florence
B	North Borema Canal	Stream Debris Removal	3394	Dorian
C	South Borema Canal	Stream Debris Removal	1410	Florence
D	Herring Run	Stream Debris Removal	5,205	Florence
E	Griffin Canal	Stream Debris Removal	1,887	Florence
F	East Scranton Ditch	Stream Debris Removal	2,372	Florence
G	Porter Canal	Stream Debris Removal	4,114	Florence
H	Forked Creek Canal	Stream Debris Removal	873	Florence
I	Humphry Ditch #1	Stream Debris Removal	578	Florence
J	Humphry Ditch #2	Stream Debris Removal	1,788	Florence
K	Old Dump Canal	Stream Debris Removal	923	Dorian
L	Credle Ditch	Stream Debris Removal	1,024	Dorian
M	Clayton Ditch	Stream Debris Removal	534	Florence
N	Loop rd Ditch	Stream Debris Removal	909	Florence
O	Slades Ditch	Stream Debris Removal	1,579	Florence
P	Long Creek Ditch	Stream Debris Removal	1,976	Florence

Q	Old Railroad Canal #2	Stream Debris Removal	2,719	Florence
R	Quarter Canal	Stream Debris Removal	4,365	Florence
S	Old Alligator River South	Stream Debris Removal	4,299	Florence
T	Old Alligator River North	Stream Debris Removal	10,798	Florence
U	Carter Canal	Stream Debris Removal	5,210	Florence
V	Roper Lane Ditch	Stream Debris Removal	2,766	Dorian
W	White Plains Ditch	Stream Debris Removal	1,832	Dorian
X	Hodges Canal	Stream Debris Removal	11,129	Florence
Y	Outfall Canal	Stream Debris Removal	6,000	Florence
Z	Fairfield Canal	Stream Debris Removal	7,373	Dorian
AA	Reduge Shop Ditch	Stream Debris Removal	2,000	Dorian
AB	Slocumn Dike Repair	Repair Failed Dike	2,383	Florence

The GRANTEE will ensure that all required permits are secured for each site and landowner permission is granted before any work proceeds for that site.

The GRANTEE will ensure that it and its contractors follow the Division of Water Resources' *Hurricane Matthew Stream and Wetland Cleanup/Restoration Guideline* dated October 2016. The GRANTEE shall also follow *Best Management Practices for Selective Clearing and Snagging* to manage all woody debris removed from streams. These guidelines can be downloaded at:

<https://www.ncagr.gov/SWC/disasterresponse/WatershedRecoveryEfforts.html>

In the event the Grantee completes the work specified in the Scope of Work without exhausting the funds in the Contract, the Agency Contract Administrator may issue a Work Authorization to approve stream debris removal work for additional stream segments requested by the Grantee, not to exceed the funds available in the Contract.

**PUBLIC SECTOR CONTRACTS (Including Local Governments)****General Terms and Conditions****DEFINITIONS**

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

- (1) "Agency" (as used in the context of the definitions below) shall mean and include every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political subagency of government. For other purposes in this Contract, "Agency" shall mean the entity identified as one of the parties hereto.
- (2) "Audit" means an examination of records or financial accounts to verify their accuracy.
- (3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.
- (4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.
- (5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and subgrantee.
- (6) "Fiscal Year" means the annual operating year of the non-State entity.
- (7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.
- (8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.
- (9) "Grant" means financial assistance provided by an agency, grantee, or subgrantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or subgrantee during the performance of the grant.
- (10) "Grantee" has the meaning in G.S. 143C-6-23(a)(2): a non-State entity that receives a grant of State funds from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto.
- (11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
- (12) "Non-State Entity" has the meaning in N.C.G.S. 143C-1-1(d)(18): Any of the following that is not a State agency: an individual, a firm, a partnership, an association, a county, a corporation, or any other organization acting as a unit. The term includes a unit of local government and public authority.
- (13) "Public Authority" has the meaning in N.C.G.S. 143C-1-1(d)(22): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation and (ii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.
- (14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of federal or State awards.
- (15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.
- (16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal

financial assistance received by the State and transferred or disbursed to non-State entities. Both federal and State funds maintain their identity as they are subgranted to other organizations. Pursuant to N.C.G.S. 143C-6-23(a)(1), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.

(17) "Subgrantee" has the meaning in G.S. 143C-6-23(a)(3): a non-State entity that receives a grant of State funds from a grantee or from another subgrantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.

(18) "Unit of Local Government" has the meaning in G.S. 143C-1-1(d)(29): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by G.S. 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

### **Relationships of the Parties**

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

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

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

**Assignment:** No assignment of the Grantee's obligations or the Grantee's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may:

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

In no event shall such approval and action obligate the State to anyone other than the Grantee and the Grantee shall remain responsible for fulfillment of all Contract obligations.

**Beneficiaries:** Except as herein specifically provided otherwise, this Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any such person or entity, other than the Agency or the Grantee, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

### **Indemnity**

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

### **Default and Termination**

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

**Termination for Cause:** If, through any cause, the Grantee shall fail to fulfill its obligations under this Contract in a timely and proper manner, the Agency shall have the right to terminate this Contract by giving written notice to the Grantee and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Grantee under this Contract

shall, at the option of the Agency, become its property and the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made.

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

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

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

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

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

### **Intellectual Property Rights**

**Copyrights and Ownership of Deliverables:** All deliverable items produced pursuant to this Contract are the exclusive property of the Agency. The Grantee shall not assert a claim of copyright or other property interest in such deliverables.

### **Compliance with Applicable Laws**

**Compliance with Laws:** The Grantee shall comply with all laws, ordinances, codes, rules, regulations,

and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and/or authority.

**Equal Employment Opportunity:** The Grantee shall take affirmative action in complying with all federal and State statutes and all applicable requirements concerning fair employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability. For additional information see Title VI of the Civil Rights Act of 1964 (42 U.S.C., 2000d, 2000e-16), Title XI of the Education amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), and section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794).

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

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

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

### **Confidentiality**

**Confidentiality:** Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Grantee under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Agency. The Grantee acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Contract.

### **Oversight**

**Access to Persons and Records:** The State Auditor and the using agency's internal auditors shall have

access to persons and records as a result of all Contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the Contract to verify accounts and data affecting fees or performance).

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

**Miscellaneous**

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

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

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

**Care of Property:** The Grantee agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this Contract and will reimburse the

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

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

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

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

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

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

**Indirect Costs Policy:** The Agency has adopted a "Zero" policy that indirect costs are unallowable expenditures in all State funded grant applications and/or grant guidance, informational or directional documents.

**Allowable Uses of State Funds:** Expenditures of State funds by any grantee shall be in accordance with the Cost Principles outlined in the Office of Management and Budget (OMB) CFR Title 2, Part 200 Uniform Administrative Requirements, as applicable. If the grant funding includes federal sources, the grantee shall ensure adherence to the cost principles established by the Federal Office of Management and Budget. [09 NCAC 03M.020]

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## Certifications and Assurances

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### CERTIFICATIONS REGARDING LOBBYING, NONPROCUREMENT, DEBARMENT, SUSPENSION AND DRUG-FREE WORKPLACE

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Signature of this form provides for compliance with certification requirements under 2 CFR, Subtitle B, Chapter IV, Part 417, "Nonprocurement Debarment and Suspension," Part 418, "New Restrictions on Lobbying," and Part 421, "Requirements for Drug-Free Workplace (Financial Assistance)," and 2 CFR Part 180. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Agriculture & Consumer Services determines to award the covered transaction, grant, or cooperative agreement.

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#### 1. LOBBYING

As required by authority: 31 U.S.C. 1352 and U.S.C. 301 and implemented at 2 CFR Part 180, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 2 CFR Section 418.110, the applicant certifies that to the best of their knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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#### 2. NONPROCUREMENT DEBARMENT AND SUSPENSION

As required by Executive Order 12549, Debarment and Suspension, and implemented at 2 CFR Part 180 and 2CFR Part 417, for prospective participants in primary covered transactions, as defined at 2 CFR 180.435 and Subpart C, 417.332, the applicant certifies that it and its principals:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 2. (a) (b) of this certification.
- d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default.
- e) Agree to include a term or condition in lower tier covered transactions requiring lower tier participants to comply with subpart C of the OMB guidance in 2 CFR part 180, as supplemented by subpart C of Part 417.

Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this certification.

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

As required by the Drug-Free Workplace Act of 1988, and implemented at 2 CFR Part 182, Subparts B, and C, for grantees:

The applicant certifies that it will:

- a) Make a good faith effort, on a continuing basis, to maintain a drug-free workplace. You must agree to do so as a condition for receiving any award covered by this part.
- b) Publish a drug-free workplace statement and establish a drug-free awareness program for your employees (see Sections 182.205 through 182.220); and
- c) Take actions concerning employees who are convicted of violating drug statutes in the workplace (see Section 182.225), including notification to any Federal agency on whose award the convicted employee was working and within 30 days take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended; or require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.
- d) You must identify all known workplaces under your Federal awards (see Section 182.230).

The grantee must provide the location site(s) for the performance of work done in connection with the specific grant.

Place(s) of Performance (Street address, city, county, state, zip code)

_____	_____
_____	_____
_____	_____

**DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 2 CFR Part 182:

- A. As a condition of the grant, I certify that I will comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of part 421, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug Free Workplace Act of 1988 (Pub.L100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

B. I agree to notify the agency as required by 2 CFR 182.300(b) of any conviction for a criminal drug offense within ten days.

Notice shall include the identification number(s) of each affected grant.

**As the duly authorized representative of the Grantee, I hereby certify and state to the best of my knowledge and belief, that the Grantee will comply with the above certifications.**

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Grantee Organization Name

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Signature of Authorized Representative

Date

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Printed Name of Authorized Representative

Title

NC OpenBook Supplemental Information

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

DUNS Number: \_\_\_\_\_  
 Contract Number: \_\_\_\_\_ Amendment Number: \_\_\_\_\_  
 Grantee Name: \_\_\_\_\_  
 TAX ID Number: \_\_\_\_\_  
 Fiscal Year Ends: \_\_\_\_\_

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

Be sure to include the number of years in existence, number of employees, mission and goals of your organization.

2. Current project timeline: Begin \_\_\_\_\_ End \_\_\_\_\_

3. Expected outcomes and specific deliverables.

(Example: Expected Outcome: Aquaculture operation will remain in business. Deliverable: Healthy food made available for human consumption.)

4. The Grantee's WEB URL: \_\_\_\_\_

5. \* Grantee County of Residence: \_\_\_\_\_ Congressional District#: \_\_\_\_\_  
 (CONGRESSIONAL DISTRICT # MUST BE IDENTIFIED)

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

7. If the answer to question number 6 is more than one county or "Regional", list the counties receiving benefit.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\*Grantee County of Residence: County in which grantee is located.

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

## Signature Card



### CONTRACT & FINANCIAL DOCUMENTS

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

#### SECTION I.

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

#### SECTION II.

**Certification:**

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

#### NON-GOVERNMENTAL ORGANIZATIONS ONLY (Must match Contract signature)

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

#### GOVERNMENTAL ENTITIES (Must match Contract signature)

<b>Authorized Governmental Official</b>	<b>Chief Fiscal Officer</b>
Print Name & Title:	Print Name & Title:
Signature:	Signature:

# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give Form to the requester. Do not send to the IRS.**

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► \_\_\_\_\_

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.) See instructions.      Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

			-						
--	--	--	---	--	--	--	--	--	--

**or**

**Employer identification number**

			-								
--	--	--	---	--	--	--	--	--	--	--	--

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ►	Date ►

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

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

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

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

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

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

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

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

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

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

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

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

## Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.**

You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.**

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

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

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

**\*Note:** The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**Office of the State Controller**  
**Return to: OSC Support Services Center**  
 Address: 1410 Mail Service Center  
 Raleigh, NC 27699-1410  
 Email: [osc.support.services@osc.nc.gov](mailto:osc.support.services@osc.nc.gov)  
 Telephone: 919-707-0795



**Vendor Electronic Payment Form**  
 New Add Request  
 Change/Update Existing Account  
 Inactivate Existing Account  
**\*Denotes a required field**

The State of North Carolina offers payees the opportunity to receive payments electronically through U.S. based banks. In addition to having the funds deposited electronically, you will also receive remittance information by e-mail.

**We require you to submit a copy of a voided check, bank statement, or a letter from your bank for account verification.**

\*TAX ID # or SSN

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

\*PAYEE NAME


\*REMITTANCE ADDRESS

(AS PRINTED ON  
YOUR INVOICE)

STREET		SUITE/ROOM #	
CITY		STATE	ZIP CODE
NAME & TITLE		PHONE NUMBER	

\*CONTACT

**NEW FINANCIAL INFORMATION**

*FINANCIAL INSTITUTION NAME:																			
*NAME ON ACCOUNT:																			
*NEW ROUTING NUMBER:																			
*NEW ACCOUNT NUMBER:																			
*ACCT TYPE:	Checking									Savings									
*REMIT E-MAIL ADDRESS																			

**New add requests MUST include contact information for the state agency with which you are doing business.**

*Agency Name:	*Agency Contact Name:
*Agency Contact Email Address:	*Agency Contact Phone Number:

**PRIOR FINANCIAL INFORMATION (only required for updates)**

FINANCIAL INSTITUTION NAME:																			
NAME ON ACCOUNT:																			
ROUTING NUMBER:																			
ACCOUNT NUMBER:																			
ACCT TYPE:	Checking									Savings									
REMIT E-MAIL ADDRESS																			

**\* ALL BOXES BELOW MUST BE REVIEWED AND CHECKED**

	I acknowledge that electronic payments to the designated account must comply with the provisions of U.S. law, and the requirements of the Office of Foreign Assets Control (OFAC). I affirm the entire amount of the payment will not be transferred to a foreign bank account.
	I authorize the Office of the State Controller to initiate ACH payments, and if necessary, adjustments for any ACH payments in error, to the financial institution and account identified on the attached certification document. This authority will remain in effect until I, the vendor, cancel it in writing or the authority is terminated by the NC Office of the State Controller.
	I have attached a copy of a <b>current</b> voided check, current bank statement or included a bank letter on bank letterhead.
*PRINT NAME:	*DATE:
*SIGNATURE:	*PHONE NUMBER:

## Instructions

**\* Denotes a required field on the form**

1. \*Check the appropriate box at the top of the form:
  - New Add Request – Vendor would like to begin receiving payments via ACH.
  - Change/Update Existing Account – Vendor's account number, routing number, or remittance email address has changed.
  - Inactivate Existing Account – Vendor no longer wants to receive payments via ACH.
2. \*Enter the vendor's Tax Identification Number or Social Security Number.
3. \*Enter the Payee Name – The name of the person or business receiving payment.
4. \*Enter the vendor's remittance address. The remittance address is the address printed on your invoice where payments should be sent.
5. \*Enter the vendor's contact name, title, and phone number.
6. \*Enter the vendor's financial information:
  - Financial Institution Name – Name of the financial institution.
  - Name on Account – The account owner's name.
  - Routing Number – Nine-digit number identifying the financial institution.
  - Account Number – The bank account number where the funds should be deposited.
  - Account Type – Is this a checking or savings account? Check the appropriate box.
  - Remit E-mail address - Enter the email address to which the remittance advices should be sent.
7. \*For a **new add request only**, provide the following:
  - Agency Name – The state agency the vendor is doing business with.
  - Agency Contact Name – The vendor's contact person name at the state agency.
  - Agency Contact Email Address – The contact person's email address at the state agency.
  - Agency Contact Phone Number – The contact person's phone number at the state agency.

**NOTE: New add requests MUST include contact information for the state agency with which you are doing business.**
8. Prior Financial Information – this is required if the vendor's bank account, routing number, or remittance email address has changed.
  - Financial Institution Name – Name of the financial institution.
  - Name on Account – The account owner's name.
  - Routing Number – Nine-digit number identifying the financial institution.
  - Account Number – The bank account number where the funds should be deposited.
  - Account Type – Is this a checking or savings account? Check the appropriate box.
  - Remit E-mail address - Enter the email address to which the remittance advices should be sent.
9. \*Review all the information in the 3 attestation boxes located above the signature area. All 3 boxes must be checked – **otherwise the form will not be processed.**
10. \*Print Name – Print the name of the authorized signee on the form.
  - \*Date – Date of signature.
  - \*Signature – The authorized signee's signature.
  - \*Phone Number – The authorized signee's phone number.

**Return to: OSC Support Services Center**

Address:

1410 Mail Service Center

Raleigh, NC 27699-1410

Email: [osc.support.services@osc.nc.gov](mailto:osc.support.services@osc.nc.gov)

**Please allow up to 30 days for processing.**

**Hyde County – North Carolina Department of Agriculture and Consumer Services**  
**Division of Soil & Water Conservation**  
**Hurricane Response Recovery Act**  
**Contract 19-091-4070**  
**Project Budget Ordinance**  
**July 6th, 2020**

Be it ordained by the Hyde County Board of Commissioners, that pursuant to Section 143B-472.127 and .128 of the General Statutes of North Carolina, the following grant program ordinance is hereby adopted:

Section 1: The program authorized is the North Carolina Department of Agriculture and Consumer Services , Division of Soil & Water Conservation, Hurricane Response Recovery Act Contract 19-091-4070. The purpose of the project is for Snagging and Clearing of vegetative Debris.

Section 2: Hyde County staff is hereby directed to proceed with the grant program within the terms of the grant document(s), the rules and regulations of the North Carolina Department of Agriculture and Consumer Services, Division of Soil & Water Conservation.

Section 3: The following revenues and resources are anticipated to be available to complete the program activities:

**Stream Debris Removal Project**

<b>North Carolina Department of Agriculture and Consumer Services</b> <b>Division of Soil &amp; Water Conservation</b>	<b><u>\$368,814.00</u></b>
<b>Total:</b>	<b><u>\$368,814.00</u></b>

Section 4: The following amounts are appropriated for the program activities:

<b><u>North Carolina Department of Agriculture and Consumer Services , Division</u></b> <b><u>of Soil &amp; Water Conservation, Hurricane Response Recovery Act</u></b> <b><u>Contract 19-091-4070</u></b> <b>Program Budget</b>	<b><u>\$368,814.00</u></b>
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Section 5: The Grant Finance Officer is hereby directed to maintain within the Grant Program Fund sufficient specific detailed accounting records to provide the accounting to the North Carolina Department of Agriculture and Consumer Services , Division of Soil & Water Conservation, Hurricane Response Recovery Act Contract 19-091-4070 required by the grant agreement(s) and federal and state regulations.

Section 6: Funds may be advanced from the General Funds for the purpose of making payments as due. Reimbursement requests should be made to the North Carolina Department of Agriculture and Consumer Services , Division of Soil & Water Conservation, in an orderly and timely manner.

Section 7: Copies of this grant program ordinance shall be made available to the Grant Finance Officer for direction in carrying out this program.

Adopted this 6th day of July, 2020.

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Earl Pugh, Jr., Chairman  
Hyde County Board of Commissioners

ATTEST:

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Donnie Shumate, Clerk to the Board

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

**Meeting Date:** July 6th, 2020  
**Presenter:** Daniel Brinn  
**Attachment:** Yes

**ITEM TITLE:** Project Budget Ordinance-Clean Water Management Trust Fund Grant

**SUMMARY:** Attached is a Project Budget Ordinance for the Clean Water Management Trust Fund Grant that is funding planning and engineering activities for the purpose of implementing the Mattamuskeet Watershed restoration Plan. The Grant Agreement was approved at the November 4<sup>th</sup>, 2019 BOC meeting and has an effective date of February 6<sup>th</sup>, 2020 but at the time no Project Budget ordinance was presented or approved

**RECOMMEND:** APPROVE

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Motion Made By:  Earl Pugh, Jr.  
 Barry Swindell  
 Dick Tunnell  
 Ben Simmons  
 Tom Pahl

Motion Seconded By:  Earl Pugh, Jr.  
 Barry Swindell  
 Dick Tunnell  
 Ben Simmons  
 Tom Pahl

Vote:  Earl Pugh, Jr.  
 Barry Swindell  
 Dick Tunnell  
 Ben Simmons  
 Tom Pahl

**Hyde County – North Carolina Clean Water Management Trust Fund  
Restoration Planning Grant  
Contract 2019-804  
Project Budget Ordinance  
July 6th, 2020**

Be it ordained by the Hyde County Board of Commissioners, that pursuant to Section 143B-472.127 and .128 of the General Statutes of North Carolina, the following grant program ordinance is hereby adopted:

Section 1: The program authorized is the North Carolina Clean Water Management Trust Fund Restoration Planning Grant Contract 2019-804. The purpose of the project is for planning and engineering activities in support of the Mattamuskeet Watershed Restoration Plan.

Section 2: Hyde County staff is hereby directed to proceed with the grant program within the terms of the grant document(s), the rules and regulations of the North Carolina Clean Water Management Trust Fund.

Section 3: The following revenues and resources are anticipated to be available to complete the program activities:

**Stream Debris Removal Project**

**North Carolina Department Clean Water Management Trust Fund**

**\$158,804.00**

**Total:** **\$158,804.00**

Section 4: The following amounts are appropriated for the program activities:

**North Carolina Clean Water Management Trust Fund  
Restoration Planning Grant  
Contract 2019-804**

**Program Budget \$158,804.00**

Section 5: The Grant Finance Officer is hereby directed to maintain within the Grant Program Fund sufficient specific detailed accounting records to provide the accounting to the North Carolina Clean Water Management Trust Fund Restoration Planning Grant Contract 2019-804, required by the grant agreement(s) and federal and state regulations.

Section 6: Funds may be advanced from the General Funds for the purpose of making payments as due. Reimbursement requests should be made to the North Carolina Clean Water Management Trust Fund, in an orderly and timely manner.

Section 7: Copies of this grant program ordinance shall be made available to the Grant Finance Officer for direction in carrying out this program.

Adopted this 6th day of July, 2020.

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Earl Pugh, Jr., Chairman  
Hyde County Board of Commissioners

ATTEST:

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Donnie Shumate, Clerk to the Board

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

**Meeting Date:** July 6, 2020  
**Presenter:** Luana Gibbs, Health Director  
**Attachment:** No

**ITEM TITLE:** Appointment to Board of Health

**SUMMARY:** The Board of Health is recommending Gabrielle Russ appointment to the Board of Health. Ms. Russ is a dental hygienist and will serve in lieu of a Dentist, as there are no Hyde County dentist residents at this time. The Board of Health met and discussed this recommendation at the June 16, 2020 meeting.

**RECOMMEND:** APPROVAL

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

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

**Meeting Date:** July 6, 2020  
**Presenter:** Natalie Wayne  
**Attachment:** Yes

**ITEM TITLE:** 2020-21 Hyde County Youth Athletics Service Contract Approval

**SUMMARY:** Approval of the 2020-21 Hyde County Youth Athletics Coordinator Service Contract beginning July 1, 2020.

**RECOMMEND:** APPROVAL SIGNATURE NEEDED.

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<b>MOTION MADE BY:</b> ___ PUGH	<b>MOTION SECONDED BY:</b> ___ PUGH	<b>VOTE:</b> ___ PUGH
___ SIMMONS	___ SIMMONS	___
SIMMONS	___ PAHL	___
___ PAHL	___ PAHL	___
PAHL	___ SWINDELL	___
___ SWINDELL	___ SWINDELL	___
SWINDELL	___ TOPPING	___
___ TOPPING	___ TOPPING	___
TOPPING		

**THIS SERVICE CONTRACT** is made and entered into as of the 1st July 2020 by and between COUNTY OF HYDE, a body corporate and politic existing pursuant to the laws of the State of North Carolina, (hereinafter referred to as "the COUNTY"), party of the first part, and Codey Horton (hereinafter referred to as "CONTRACTOR"), party of the second part. The parties mutually agree to the terms of contract as set forth below.

## **1. SERVICES**

The services to be furnished under this Contract (hereinafter referred to collectively as "SERVICES") are as follows.

- A. CONTRACTOR agrees to perform, in a manner satisfactory to be and on behalf of the COUNTY, the following activities.
- 1) Coordinate youth sports to include soccer, volleyball and basketball as an independent Contractor. Contractor shall not be considered a COUNTY employee.
  - 2) Coordinate coach clinics for each sport.
  - 3) Coordinate Youth Summer Sport Skill Camps.
  - 4) Coordinate Open Gym Days.
  - 5) Organize Fundraisers to support the Hyde County Youth Athletic Program.
  - 6) Submit monthly reports summarizing activities to the Hyde County Cooperative Extension Office.
  - 7) Work with the Hyde County Cooperative Extension Office to manage funds received through registrations, concessions, fundraisers and other methods.
  - 8) Authorize the COUNTY to obtain a Background Investigation and Sex Offender Registry Search;
  - 9) Sign and abide by the standards outlined in the COUNTY's Volunteer Sports Policy and Waiver;
  - 10) Be professionally courteous, act as an extension of the COUNTY, and represent the county in a positive manner.
  - 11) Serve as member(s) of the Joint Use Interagency Team, as referenced in Section 5.b.i. of the AGREEMENT BETWEEN THE HYDE COUNTY SCHOOL DISTRICT ("DISTRICT") AND COUNTY OF HYDE ("COUNTY") FOR USE OF SCHOOL GROUNDS AND FACILITIES.
- B. The COUNTY agrees to the following.
- 1) Establish a recreation budget line within the COUNTY budget for FY2020-21.
  - 2) Provide insurance coverage for the Hyde County Youth Athletics soccer, volleyball and basketball programs on COUNTY Active Use Areas; youth soccer, volleyball and basketball participants consisting of scheduled, sanctioned, approved, organized and supervised practices, try-outs, clinics, and games; and sexual abuse or sexual molestation liability for volunteers.
  - 3) Provide a Hyde County Youth Athletics Recreation Program Volunteer Policy and Waiver.
  - 4) Provide technical assistance and support, as needed.

## **2. TERM OF CONTRACT**

The term of this CONTRACT shall begin on July 1, 2020 and will continue until June 30, 2021. This CONTRACT is subject to the availability of funds to purchase the specified SERVICES and may be terminated at any time if such funds become unavailable. Either party may terminate this Contract by giving 90 days written notice to the other party. If the Contract is terminated by CONTRACTOR, all sports equipment purchased with COUNTY funds shall be returned to the COUNTY within 7 days of termination.

### **3. PAYMENT TO CONTRACTOR**

The COUNTY shall pay CONTRACTOR for SERVICES rendered in the amount of \$1000 per month from July 1, 2020 to June 30, 2021, for a total of \$12,000.

The COUNTY agrees to pay at the rates specified for SERVICES satisfactorily performed in accordance with this Contract. Unless otherwise specified, the CONTRACTOR shall submit an itemized invoice to the COUNTY by the end of the month during which SERVICES are performed. Payment will be processed promptly upon receipt and approval by the COUNTY of the invoice.

During this time if SERVICES are not performed due to COVID-19 Pandemic Restrictions stated by the GOVERNOR or COUNTY MANAGER the CONTRACTOR will NOT receive the monthly amount that SERVICES were NOT performed.

All equipment, and maintenance and repair of equipment, necessary for CONTRACTOR'S performance of this Contract shall be the CONTRACTOR'S responsibility.

### **4. INDEPENDENT CONTRACTOR**

Both the COUNTY and the CONTRACTOR agree that the CONTRACTOR shall act as an independent contractor and shall not represent itself as an agent or employee of the COUNTY for any purpose in the performance of the CONTRACTOR'S duties under this Contract. Accordingly, the CONTRACTOR shall be responsible for payment of all Federal, State and local taxes arising out of the CONTRACTOR'S activities in accordance with this Contract, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fees as required.

In performing the SERVICES, the CONTRACTOR is acting as an independent contractor and shall perform SERVICES in accordance with currently approved methods and practice in the CONTRACTOR'S professional capacity and in accordance with the standards of applicable professional organizations and licensing agencies.

### **5. INSURANCE AND INDEMNITY**

The CONTRACTOR shall indemnify and save harmless the COUNTY, its agents and employees from and against all actions, liability, claims, suits, damages, cost or expenses of any kind which may be brought or made against the COUNTY or which the COUNTY must pay and incur by reason of, or in any manner resulting from,

injury, loss or damage to persons or property resulting from negligent performance, or failure to perform any, of its obligations under the terms of this CONTRACT.

The CONTRACTOR shall be fully responsible to the COUNTY for the acts and omissions of its sub-contractors and of persons either directly or indirectly employed by CONTRACTOR.

## **6. HEALTH AND SAFETY**

The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to, all employees from the work and other persons who may be affected thereby.

## **7. NON-DISCRIMINATION IN EMPLOYMENT**

The CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, sex, race, creed, or national origin. In the event the CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by the COUNTY, and the CONTRACTOR may be declared ineligible for further COUNTY contracts.

## **8. GOVERNING LAW**

This contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this contract shall be brought in the General Court of Justice of the State of North Carolina in Hyde County.

## **9. OTHER PROVISIONS**

This Contract is subject to such additional provisions as are set forth in any addendum executed separately by each party and attached hereto.

## **10. CONTRACT DOCUMENTS/AMENDMENTS**

This document together with any attached exhibits constitutes the entire Contract between the said two parties and may only be modified by a written mutual agreement signed by both parties and attached hereto.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Witnessed or Attested By:

\_\_\_\_\_

(SEAL)

COUNTY OF HYDE

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

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

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

Witnessed or Attested By:

\_\_\_\_\_

CONTRACTOR

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

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

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

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

\_\_\_\_\_  
Finance Officer, COUNTY of Hyde

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

**Meeting Date:** July 6th, 2020  
**Presenter:** Daniel Brinn  
**Attachment:** Yes

**ITEM TITLE:** Memorandum of Agreement between Hyde County, the North Carolina Wildlife Resources Commission and The U.S. Department of the Interior U.S. Fish and Wildlife Service

**SUMMARY:** Attached is a Memorandum of Agreement between Hyde County, the North Carolina Wildlife Resources Commission and The U.S. Department of the Interior U.S. Fish and Wildlife Service. The Agreement explains the proposed relationship between the above listed parties as the partnership continues moving forward with the implementation of the Lake Mattamuskeet Watershed Restoration Plan.

**RECOMMEND:** APPROVE

---

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

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

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

MEMORANDUM OF UNDERSTANDING

Between

NORTH CAROLINA WILDLIFE RESOURCES COMMISSION

And

COUNTY OF HYDE, NORTH CAROLINA

And

U.S. DEPARTMENT OF THE INTERIOR  
U.S. FISH AND WILDLIFE SERVICE

**I. Authority:**

This Memorandum of Understanding (MOU) is entered into between the Department of the Interior, U.S. Fish and Wildlife Service (hereinafter referred to as the Service), the North Carolina Wildlife Resources Commission (hereinafter referred to as the Commission), and the County of Hyde, North Carolina (hereinafter referred to as the County) pursuant to the legal authorities vested to the agencies.

Specifically to the Service under the authority of the:

- **National Wildlife Refuge System Administration Act of 1966, as amended by the National Wildlife Refuge System Improvement Act of 1997.** This Act defines the National Wildlife Refuge System, establishes the responsibilities of the Secretary of the Interior for managing and protecting the System, and establishes the legitimacy and appropriateness of the six priority public uses.
- **Refuge Recreation Act of 1962 (16 U.S.C. § 460k et seq.).** This Act allows the use of refuges for recreation when such uses are compatible with the refuge's primary purposes and when sufficient funds are available to manage the uses.
- **Fish and Wildlife Act of 1956 (16 U.S.C. 742 et seq.).** This Act grants the Secretary broad authority to, "take such steps as may be required for the development, advancement, management, conservation, and protection of fish and wildlife resources. ..." The statute specifically authorizes the acceptance of gifts and the services of volunteers for programs and projects that benefit the mission of the U.S. Fish and Wildlife Service. Further, the act specifically authorizes the Secretary to enter into cooperative agreements for programs and projects to benefit specific units of the National Wildlife Refuge System.

Specifically to the Commission under the authority of North Carolina § 143-239 (1947) which enables the Commission to enter into cooperative agreements:

*... the Commission is hereby authorized and empowered to enter into cooperative agreements pertaining to the management and development of the wildlife resources with federal, State, and other agencies, or governmental subdivisions.*

Specifically to the County under the authority of the approval of the Hyde County Board of Commissioners.

It is understood and agreed that each party operates under its own legal authorities, policies and administration, and each party's obligations under this MOU are thereby limited.

## **II. Background:**

This MOU is intended to enhance collaboration among the agencies to provide priority attention and support to implement the best management practices (BMPs) identified in the approved Lake Mattamuskeet Watershed Restoration Plan and supplemental addendum. On August 7, 2019, the Watershed Restoration Plan was approved by the N.C. Division of Water Resources. The main focus of the Plan is to address the ecological issues and challenges impacting the health of the Lake Mattamuskeet watershed. The Service, the Commission, and the County each have missions and organizational priorities that address conserving wildlife and habitats. The agencies have a history of working together on programs and projects with positive outcomes for fish and wildlife resources. Through collaborative efforts, resources from each agency can be leveraged more effectively to implement management to address issues impacting the watershed, including nutrient loading, impaired drainage, and septic and sewage leaks; for improving the health of the lake; and for sustaining wildlife populations.

Due to the significant decline of water quality and clarity in the lake, Lake Mattamuskeet has shifted from a healthy, aquatic grass community with clear water to a hypereutrophic (too many nutrients) system dominated by cyanobacteria and lacking aquatic grasses. Water and nutrient inputs are still largely derived from precipitation and runoff, but hydrologic and landscape changes have increased the volume of water transported into the lake, thereby increasing the nutrient and sediment loads in the lake. Another factor of serious concern impacting ecosystem changes observed in Lake Mattamuskeet is the high biomass of invasive Common Carp (*Cyprinus carpio*; hereafter "Carp") found in the lake. The Carp's feeding behavior stirs up the nutrients and sediments on the bottom of the lake which increases the turbidity (murky conditions). In addition, the presence of cyanobacteria harmful algal blooms (cyanoHABs) further reduce sunlight penetration in the lake's water column. Rising sea level has exacerbated some of these issues by decreasing the flushing capacity of the lake and contributes to localized flooding on the land adjacent to the lake.

In 2016, the lake was listed on the state 303(d) list for impaired waters due to elevated pH and chlorophyll-a, which indicates presence of cyanoHABs. In addition, monitoring by the Service has indicated that the majority of submerged aquatic vegetation (SAV), an important habitat for fish and food source for waterfowl, was lost in the lake by 2017. Monitoring results also indicate cyanoHABs containing a toxic cyanobacteria, Cylindrospermopsin, are occurring at concentrations that border the federal limits for recreational contact. These alarming trends prompted the development of the Lake Mattamuskeet Watershed Restoration Plan. The plan was developed through a partnership between the County, the Commission, and the Service. It was guided by input from an inclusive group of core stakeholders as identified by the County and Hyde Soil and Water Conservation District.

### **III. Purpose**

The Service, the Commission, and the County individually and collectively have major responsibilities for management and protection of the watershed surrounding Lake Mattamuskeet. In consideration of the mutual benefits to be derived, the agencies agree to cooperate and collaborate to achieve mutual and individual agency goals and objectives identified in the Lake Mattamuskeet Watershed Restoration Plan.

### **IV. Scope of Effort:**

For a period as hereinafter set forth, the Service, the Commission, and the County shall cooperate as necessary for the performance of work as set forth below.

#### **A. General:**

The parties hereby agree as follows:

- Develop an annual work plan that will guide collective efforts, including identifying, prioritizing, and conducting monitoring and research activities; implementing key strategies for improving the health of the lake; developing and delivering information for stakeholders and the public; and conducting other activities as needed.
- Continue to design, develop, maintain, and administer a variety of projects (described as best management practices in the Lake Mattamuskeet Watershed Restoration Plan) addressing the goals and objectives identified in the Watershed Restoration Plan.
- Continue to collaborate on the necessary analyses of the current and any alternate regimes of the Lake Mattamuskeet Watershed to improve overall water quality and clarity for submerged aquatic vegetation, fish and wildlife populations, and to address drainage issues for adjacent lands to Lake Mattamuskeet.
- Continue to collaborate in the development and communication of the progress of plans, accomplishments, and research results related to the Watershed Restoration Plan.
- It shall be the responsibility of each party to interpret its own authorities and policies and make decisions regarding actions taken under this MOU.

#### **B. The Service shall:**

- Ensure the implementation of goals and objectives of the Watershed Restoration Plan are consistent with refuge purpose, station management plans, and National Wildlife Refuge System overall

management responsibilities and mandates.

- Work with the Commission and the County to identify and submit opportunities for funding projects through grants or other agreements.
- Manage and administer all lands and easements acquired and held by the Service.
- Provide direction and support to priority tasks and needs for achieving the objectives of this MOU.

**C. The Commission shall:**

- Provide support for watershed restoration projects in the form of staff technical assistance, use of Commission owned equipment and facilities and/or available funding for projects to achieve the objectives of this MOU.
- Provide technical advisory service on restoration opportunities and management of natural communities and other significant natural resources to private landowners and other parties hereto.

**D. The County shall:**

- Provide support for watershed restoration projects in the form of staff technical assistance, use of County owned equipment and facilities and/or available funding for projects to achieve the objectives of this MOU.
- Provide technical advisory service on restoration opportunities and management of natural communities and other significant natural resources to private landowners and other parties hereto.

**V. Period of Performance**

The period of performance of the MOU is from the last date of signature by all parties for five (5) years. This MOU will be reviewed regularly to ensure its purpose is being met. If, at the end of the performance period, and all parties are in agreement, the MOU may be renewed for additional periods following review and written approval by all parties.

**VI. Project Officers**

- A. North Carolina Wildlife Resources Commission  
Doug Howell, Migratory Game Bird Biologist  
132 Marine Drive, Edenton, NC 27932  
(252)482-5943  
doug.howell@ncwildlife.org
  
- B. County of Hyde, North Carolina  
Daniel Brinn, Water & Flood Control Coordinator  
P.O. Box 188, Swan Quarter, NC 27885  
(252)926-7253  
dbrinn@hydecountync.gov
  
- C. U.S. Fish and Wildlife Service  
Mattamuskeet National Wildlife Refuge  
Kendall Smith, Refuge Manager  
85 Mattamuskeet Road, Swanquarter, NC 27885  
(252)926-4021 ext. 43901  
kendall\_smith@fws.gov

**VII. Modification of Agreement:**

This MOU constitutes the full, complete, and entire agreement between the parties hereto. No modification or amendment of this MOU shall be binding on any party unless such modification or amendment shall be in writing executed by all parties hereto, attached to this MOU, and incorporated by reference made a part of this MOU.

**VIII. Termination of Agreement:**

Any party to this MOU may withdraw with a 60-day written notice. Such withdrawal shall be effective 60-days from the date such written notice is provided to the other party or parties to the agreement.

**IX. Terms and Conditions:**

1. This MOU in no way restricts the parties from working together or participating in similar activities with other public or private agencies, organizations, and individuals.
  
2. Any public notices issued by any of the parties with respect to this MOU or any related activities shall be subject to review and approval, in advance, by all parties to this agreement.
  
3. During the performance of this MOU the participants agree to abide by the terms of Executive Order 11246 on nondiscrimination and will not discriminate against any person because of race, age, color, religion, gender, national origin, or disability.

4. No member of, or delegate to Congress, legislator, or resident Commissioner, shall be admitted to any share or part of this agreement, or to any benefit that may arise from, but these provisions shall not be construed to extend to this agreement if made with a corporation for its general benefits.
5. All parties will ensure that its employees have the proper training and certification required to conduct activities under this MOU.
6. This MOU is neither a fiscal nor a funds obligation document. Nothing in this agreement may be construed to obligate the Service to any current or future expenditure of resources in advance of the availability of appropriations from Congress. Any endeavor involving reimbursement or contribution of funds between the parties to this MOU will be handled in accordance to applicable regulations and procedures, including those for federal government procurement and printing. Such endeavor will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized in accordance with appropriate statutory authority. This MOU does not provide such authority.
7. It is agreed by the parties hereto that, in the performance of this MOU, employees or agents of each respective party are not to be considered employees of the other party or parties.
8. Nothing in this agreement may be interpreted to imply that the United States, the Department of the Interior, the U.S. Fish and Wildlife Service, or any party endorses any product, service or policy of the other parties. The parties will not take any action or make any statement that suggests or implies such an endorsement.
9. The participation of each party to this agreement in activities conducted pursuant to this MOU is not intended to place either party or its representatives in a position of incurring tort liability arising from an action of the other party. Each party is responsible for any injury or property damage to third parties caused by negligence of its own employees acting within the scope of their employment/official duty subject to such limitation as may be prescribed by applicable laws. Specifically, tort liability arising from negligent or wrongful acts or omissions of Service employees acting within the scope of employment shall be adjudicated pursuant to the Federal Tort Claims 28 U.S.C. Section 2671 et seq., the Federal Employees Compensation Act, U.S.C. Section 8101 et seq., or such other federal legal authority as may be pertinent. Likewise, tort liability arising from negligent or wrongful acts or omissions of Federation or Association employees while acting within the scope of official duty shall be governed by the provisions of the laws of the state of North Carolina.
10. The parties agree to implement the provisions of this MOU to the extent personnel are available and budgets allow. In addition, nothing in the MOU is intended to supersede any laws, regulations, or directives by which the parties

must legally abide.

11. Nothing in this agreement shall be construed as obligating the Service, Commission, or County in the expenditure of funds, future payment of money, or in the use of equipment or facilities unless specifically identified within this document.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by an authorized official on the date and year set forth below their signature.

U.S. DEPARTMENT OF THE INTERIOR  
U.S. FISH AND WILDLIFE SERVICE

BY: **BRETT HUNTER** Digitally signed by BRETT HUNTER  
Date: 2020.06.03 10:46:24 -04'00'  
\_\_\_\_\_  
Signature

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

NORTH CAROLINA WILDLIFE RESOURCES COMMISSION

BY: \_\_\_\_\_  
Signature

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

COUNTY OF HYDE, NORTH CAROLINA

BY: \_\_\_\_\_  
Signature

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

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

**Meeting Date:** July 6th, 2020  
**Presenter:** Joey Williams  
**Attachment:** Yes

**ITEM TITLE:** Memorandum of Understanding between Hyde County Sheriff's Office and Beaufort County Community College - BJA Stop Grant

**SUMMARY:** Joey Williams will present the Memorandum of Understanding between Hyde County Sheriff's Office and Beaufort County Community College for the US Bureau of Justice Administration Stop School Violence Grant.

**RECOMMEND:** RECEIVE AND ACKNOWLEDGE SUPPORT

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

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

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

# MEMORANDUM OF UNDERSTANDING FOR BJA STOP GRANT

## STATE OF NORTH CAROLINA - COUNTY OF HYDE

**THIS MEMORANDUM OF UNDERSTANDING**, hereinafter "MOU", is made and entered into this 27 day of May 2020, by and between the Hyde County Sheriff's Office, hereinafter referred to as "HCSO" and Beaufort County Community College, hereinafter referred to as "BCCC"; collectively HCSO and BCCC shall hereinafter be referred to as "the Parties".

### WITNESSETH:

**WHEREAS**, effective October 1, 2020, HCSO is awarded a STOP School Violence: School Violence Prevention Program Grant, hereinafter referred to as "Grant", from the United States Bureau of Justice Administration (BJA), hereinafter referred to as "BJA". This agreement goes into effect.

**WHEREAS**, the purpose of this Grant is to enhance the partnership between the Parties and increase the safety of the students in the public schools and colleges in entire community service area;

**WHEREAS**, the Grant will be used in three areas: Sustaining Effective Responses, Community Involvement and Awareness, Increased Threat Analysis and Identification systems;

**WHEREAS**, the total modified budgeted amount of the Grant is \$ TBD (less than 750,000 Dollars). This budgeted amount includes a Federal share in the total amount of the Grant with no cost sharing by none of the parties;

**WHEREAS**, the Parties desire to enter into this MOU to specify and make clear the responsibilities of each in the performance of the Grant;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties hereto do each contract and agree with the other as follows:

1. Purpose of MOU: Administration of the Grant which after awarded to HCSO on Date TBD – Estimated by 1 October 2020, will officially accept by the HCSO by 31 December 2020. Will be the "grantee" of the Grant provided by BJA STOP Grants is the "granter" of the Grant. BCCC and HCSO will both benefit from the Grant.
2. Responsibilities of the Parties to this MOU:
  - a. HCSO shall be the Grantee of this MOU and will:
    1. As the grantee of the Grant, provided by BJA, shall be responsible to administer the Grant.
    2. Provide funding to BCCC in a sub-grantee capacity in accordance with this MOU and all applicable federal, state and local laws.

3. Provide information on current and subsequent terms and conditions of the Grant awards addressed by the funding in this MOU.
4. Utilize the Grant funding received for the following purposes to support the work of the HCSO:
  - i. Up to \$72,665.00 for MILO Range M-SATS Interactive Mobile Situational Awareness Training Simulator (two units)
  - ii. Up to \$60,000.00 Simulation for Active Shooter incident for future training developed under the grant hours by Perry Harris and Dr. Don Gemeinhardt
  - iii. Up to 750,000.00 for All training and transportation costs for Grant testing and research
5. Provide reimbursement requests to BJA as quickly as possible and within the specifications of the Grant upon receipt of invoices from BCCC for work/services performed in accordance with the Grant.
6. Provide reimbursement to researchers, MILO and scenario developers once BJA provides reimbursement to HCSO for invoices submitted. Reimbursements to invoiced costs shall be made as quickly as possible, not to exceed 30 days, once HCSO is in receipt of reimbursement from BJA. HCSO shall have no obligation to reimburse invoices until BJA has remitted reimbursement to HCSO.

b. BCCC will:

1. Have no monetary obligation under this agreement but will cooperate in the research and training in accordance with various requests focused around the primary grant effort related to the following problem/training area statement:
  - Problem Statement/training area and research effort  
One of the most critical factors in a response to a School Violence situation is in that first five minutes to any incident and especially critical for an active shooter incident when the whole incident from response to contact can last fewer than five minutes. Within that five minutes, part of that time is used in the initiating of the 911 call, the dispatch of the response, and the travel time of the responding officers. Once on the scene of the incident the officer's response is impacted not only the officer's observations of the scene but the presence of agency leadership and supervision. The impact of these variables is based on prior training as well as the relationships that have been developed between the subordinate office and the immediate supervisor. The question to be answered is; Does the relationship developed through the on-duty and off-duty interactions between subordinate officers and agency supervisors and the on-scene presence of that supervisor have an effect on the actual response time (observation, recognition, and treat response) of the subordinate officer when presented with a clearly deadly force encounter? How effective are the responses of non-supervised efforts and are we training enough to enable that unsupervised officer or officers make the most effective decision during this critical time and if not, how do we change our communication, collaboration and training to do this more effectively in the future.

2. Provide aggregated attendance and participation data to HCSO and BJA for classes taught in conjunction with the MILO system;
  3. Term: The term of this Agreement shall commence immediately upon execution, on the day first written above and shall remain in effect until September 30, 2023
3. Amount of Grant/Payments:
- a. This Grant total budget amount is estimated to be 648,696.00 over three years.
  - b. Payment will be made to BCCC (Subgrantee) on a cost-reimbursement basis. The total estimated cost shall be in accordance with the amounts referenced above in Section 2.b.1. above. BCCC may bill HCSO monthly for reimbursement of disbursements for actual costs incurred in the performance of the Gant/this MOU. Reimbursement requests shall include BCCC check copy, vendor invoice copies, be numbered, dated, reference this MOU, show actual cost incurred for the billing period less local portion of sales tax (2%), and in cumulative amount to date. All reimbursement requests must be submitted to the Hyde County Finance Director.
4. Modifications: This Final MOU may be amended only by written amendment duly executed by all parties.
  5. Mutual Indemnification: The parties shall indemnify and hold harmless each other party, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, attorneys' fees and liability that any of them may sustain (a) arising out of its failure to comply with any applicable law, ordinance, regulation, or industry standard or (b) arising directly or indirectly out of its performance or lack of performance of the terms and conditions of the Agreement.
  6. By entering into this MOU, the parties do not intend to create any obligations express or implied other than those set out herein; further, this MOU shall not create any rights in any party not a signatory hereto.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this MOU to be duly executed, the day & year first above written.

By:

  
 Hyde County Sheriff  
 Dept. Authorized  
 Representative

6/3/20  
 DATE

  
 Beaufort County Community College  
 Authorized Representative

6/11/20  
 DATE

### Standard Terms and Conditions

- 1) Relationship of the Parties. The Parties are independent contractors of each other, and nothing in this Agreement creates an employer/employee, partnership, agency, or joint venture relationship. Neither Party has authority to enter into any agreement in the name of the other, or to create or assume any obligation of any kind, express or implied, on behalf of the other, except as specifically provided in this Agreement.
- 2) Confidential Information. Neither Party shall disclose Confidential Information (as defined below) of the other Party to anyone or make use of such Confidential Information for its own purposes without the owner's prior written consent; provided, however, that Confidential Information may be disclosed to government authorities if the disclosure is required by law and the disclosing party has provided the owner notice and a reasonable opportunity to defend against such disclosure. Confidential information shall include information specifically designated confidential by the owner or that the receiving party knows or reasonably should know is not generally known to the public. Each Party agrees to immediately return and not retain copies of any Confidential Information and/or property of the other Party upon the termination of this Agreement and/or upon the owner's request.
- 3) Books and Records. The parties shall keep complete and accurate books of account and records relating to this Agreement.
- 4) Compliance with Laws. Each Party shall comply with all laws, regulations, and orders applicable to its performance under this Agreement.
- 5) Conduct. The Partner represents and warrants in connection with its work, that it:
  - a) Shall not discriminate on the basis of race, ethnicity, religion, national origin, gender, age, sexual orientation, marital status, citizenship status, disability, or military status.
  - b) Shall perform and complete its work hereunder in accordance with generally accepted industry standards, practices, and principles applicable to similar work.
- 6) Anti-Corruption. Partner shall maintain and comply with a written code of conduct that prohibits giving anything of value, directly or indirectly, to any person or entity, including government officials, in the form of a bribe or kickback; establishes appropriate limitations on transactions with relatives or related businesses or ventures; and otherwise properly governs the performance of its employees engaged in soliciting, awarding or administering contracts, and receiving gifts.
- 7) Assumption of Liability/Indemnification. Each Party assumes all liability for all loss, damage, cost and expense arising out of or in any way connected with the operation or performance of, or the failure to perform, any duty, obligation, or activity on that Party's part, its subcontractor(s), agent(s), or employee(s) in connection with this Agreement. Each Party recognizes that activities associated with the Agreement may expose Partner and its personnel, vendors, and/or agents to both direct and indirect safety and security risks. Each

Party is solely responsible to ensure that adequate measures are taken to provide for the safety and security of anyone working on its behalf and/or direction. Neither Party will provide any assistance or support to the other in the area of safety and security without the prior express written agreement. A Party ("Indemnitor") shall fully indemnify, hold harmless, and defend the other Party, its subsidiaries, and affiliates, and each of their respective officers, directors, employees, and agents ("Indemnitee") from and against any and all third-party claims, demands, liabilities, and expenses (including reasonable attorneys' fees) that arise from or are in any way related to the negligence, recklessness, intentional wrongdoing, fraud, infringement or misappropriation of intellectual property, and/or breach of any obligation under this Agreement by Indemnitor and/or its subcontractor(s), agent(s), or employee(s).

- 8) Non-Waiver. Failure by either Party to insist upon strict compliance with any of the terms of this Agreement shall not be deemed a waiver of such terms, nor shall any specific waiver or relinquishment be deemed a blanket waiver or relinquishment of such right or power. No waiver shall be binding unless in writing and signed by the Party granting the waiver.
- 9) Governing Law. This Agreement shall be governed by the laws of the State of North Carolina, United States of America.

10) Dispute Resolution.

If a dispute arises out of or relates to the Agreement, or the breach of the Agreement, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to litigation.

- 11) Entire Agreement. This Agreement states the complete agreement of the Parties and supersedes any prior or contemporaneous agreements, whether oral or written, with respect to the subject matter of this Agreement. If any provision of this Agreement is found invalid, illegal or unenforceable, then the validity, legality and enforceability of the remaining provisions of this Agreement will not in any respect be affected or impaired thereby. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties are entitled to rely on a counterpart executed and delivered by email/fax to the same extent as a counterpart with an original signature.

Subgrants and Subcontracts; Assignment. Partner shall not subgrant/subcontract any portion of its performance except as set forth in the Agreement. Notwithstanding the foregoing, Partner may enter into contracts with third parties as required to conduct its normal operations and on customary business terms without the consent. Partner shall not transfer or assign its interest in this Agreement in whole or in part without the prior written consent of Waxhaw. All terms and conditions of this Agreement shall be binding upon the respective Parties hereto, their personal representatives, successors, and assigns.

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

**Meeting Date:** July 6th, 2020  
**Presenter:** Joey Williams  
**Attachment:** Yes

**ITEM TITLE:** Memorandum of Agreement between Hyde County and North Carolina  
Emergency Management - Statewide Mutual Aid and Assistance

**SUMMARY:** Joey Williams will present the Memorandum of Agreement between  
Hyde County and North Carolina Emergency Management for  
Statewide Mutual Aid and Assistance.

**RECOMMEND:** APPROVE

---

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

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

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



# NORTH CAROLINA STATEWIDE EMERGENCY MANAGEMENT MUTUAL AID AND ASSISTANCE AGREEMENT REVISION -2020

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## FOR THE COUNTY OF HYDE

THIS AGREEMENT IS ENTERED INTO BETWEEN THE NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY, AND ITS DIVISION OF EMERGENCY MANAGEMENT OF THE STATE OF NORTH CAROLINA AND BY EACH OF THE ENTITIES THAT EXECUTES AND ADOPTS THE UNDERSTANDINGS, COMMITMENTS, TERMS, AND CONDITIONS CONTAINED HEREIN:

WHEREAS, the State of North Carolina is geographically vulnerable to a variety of natural disasters;

WHEREAS, Chapter 166A of the North Carolina General Statutes, entitled the North Carolina Emergency Management Act, recognizes this vulnerability and provides that its intended purposes are to:

1. Reduce vulnerability of people and property of this State to damage, injury, and loss of life and property;
2. Prepare for prompt and efficient rescue, care, and treatment of threatened or affected persons;
3. Provide for the rapid and orderly rehabilitation of persons and restoration of property;
4. Provide for cooperation and coordination of activities relating to emergency and disaster mitigation, preparedness, response, and recovery;

WHEREAS, in addition to the State, the Federal Emergency Management Agency (FEMA) has recognized the importance of the concept of coordination between the State and local governments;

WHEREAS, under Chapter 166A and other chapters of the North Carolina General Statutes, entities entering into mutual aid and assistance agreements may include provisions for the furnishing and exchanging of supplies, equipment, facilities, personnel and services; and

WHEREAS, the entities which have chosen to become signatories to this Agreement wish to provide mutual aid and assistance amongst one another at the appropriate times;

THEREFORE, pursuant to G.S. 166A-19.72, these entities agree to enter into this Agreement for reciprocal emergency management aid and assistance, with this Agreement embodying the understandings, commitments, terms, and conditions for said aid and assistance, as follows:

**SECTION I. DEFINITIONS**

"Agreement" means this document, the North Carolina Statewide Emergency Management Mutual Aid and Assistance Agreement.

"Aid and assistance" includes personnel, equipment, facilities, services, and supplies.

"Authorized Representative" means a party's employee who has been authorized, in writing by that party, to request, to offer, or to otherwise provide assistance under the terms of this Agreement. The list of Authorized Representatives for each party executing this Agreement shall be attached to the executed copy of this Agreement. (In the event of a change in personnel, unless otherwise notified, the presumption will be that the successor to that position will be the authorized representative.)

"Disaster declaration" means a gubernatorial declaration that the impact or anticipated impact of an emergency constitutes a Type I, II, III disaster as defined in G.S. 166A-19.21(b)

"Emergency" means an occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or man-made accidental, military, paramilitary, terrorism, weather-related, public health, explosion-related, riot-related cause, or technological failure or accident, including, but not limited to, a cyber incident, an explosion, a transportation accident, a radiological accident, or a chemical or other hazardous material incident. "Local Agency" means a county agency charged with coordination of all emergency management activities for its geographical limits pursuant to G.S. 166A-19.15.

"Party" means a governmental entity which has adopted and executed this Agreement.

"Provider" means the party which has received a request to furnish aid and assistance from another party in need (the "Recipient").

"Recipient" means the party setting forth a request for aid and assistance to another party (the "Provider").

**SECTION II. INITIAL RECOGNITION OF PRINCIPLE BY ALL PARTIES; AGREEMENT PROVIDES NO RIGHT OF ACTION FOR THIRD PARTIES**

As this is a reciprocal contract, it is recognized that any party to this Agreement may be requested by another party to be a Provider. It is mutually understood that each party's foremost responsibility is to its own citizens. The provisions of this Agreement shall not be construed to impose an unconditional obligation on any party to this Agreement to provide aid and assistance pursuant to a request from another party. Accordingly, when aid and assistance have been requested, a party may in good faith withhold the resources necessary to provide reasonable and adequate protection for its own community, by deeming itself unavailable to respond and so informing the party setting forth the request.

Given the finite resources of any jurisdiction and the potential for each party to be unavailable for aid and assistance at a given point in time, the parties mutually encourage

each other to enlist other entities in mutual aid and assistance efforts and to enter into such agreements accordingly. Concomitantly, the parties fully recognize that there is a highly meritorious reason for entering into this Agreement, and accordingly shall attempt to render assistance in accordance with the terms of this Agreement to the fullest extent possible.

Pursuant to G.S. 166A-19.60 and as elaborated upon in Section X of this Agreement, all functions and activities performed under this Agreement are hereby declared to be governmental functions. Functions and activities performed under this Agreement are carried out for the benefit of the general public and not for the benefit of any specific individual or individuals. Accordingly, this Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third parties or persons and no third parties or persons shall have any right of action under this Agreement for any cause whatsoever. All immunities provided by law shall be fully applicable as elaborated upon in Section X of this Agreement.

### **SECTION III. PROCEDURES FOR REQUESTING ASSISTANCE**

Mutual aid and assistance shall not be requested unless the resources available within the stricken area are deemed inadequate by Recipient. When Recipient becomes affected by a emergency and deems its resources inadequate, it may request mutual aid and assistance by communicating the request to Provider, indicating the request is made pursuant to this Agreement. The request shall be followed as soon as practicable by a written confirmation of that request, including the transmission of a proclamation of local state of emergency under G.S. 166A-19.22, and a completed form describing recipient's projected needs in light of the emergency. All requests for mutual aid and assistance shall be transmitted by the party's *Authorized Representative* or to the *Coordinator of the Local Agency* as set forth below.

A. METHOD OF REQUEST FOR MUTUAL AID AND ASSISTANCE: Recipient shall set forth requests as follows:

(i) REQUESTS ROUTED THROUGH THE RECIPIENT'S LOCAL AGENCY: Recipient may directly contact the Local Agency, in which case it shall provide the Local Agency with the information in paragraph B of this Section (Section III). The Local Agency shall then contact other parties on behalf of Recipient to coordinate the provision of mutual aid and assistance. Recipient shall be responsible for the costs and expenses incurred by any Provider in providing aid and assistance pursuant to Section VII of this Agreement.

(ii) REQUESTS MADE DIRECTLY TO PROVIDER: Recipient may directly contact Provider's authorized representative, setting forth the information in paragraph B of this Section (Section III). All communications shall be conducted directly between Recipient and Provider. Recipient shall be responsible for the costs and expenses incurred by any Provider in providing aid and assistance pursuant to the provisions of this Agreement as noted in Section VII of this Agreement. Provider and Recipient shall be responsible for keeping Local Agencies advised of the status of response activities, in a timely manner.

(iii) RECORD OF REQUESTS TO BE PROVIDED: A record of the request for assistance shall be provided by the Recipient to the Director of the Division of Emergency Management in the NC Department of Public Safety, in a timely manner.

B. REQUIRED INFORMATION: Each request for assistance shall include the following information, in writing or by any other available means, to the extent known:

1. Stricken Area and Status: A general description summarizing the condition of the community or emergency area (i.e., whether the emergency and/or disaster declaration is imminent, in progress, or has already occurred) and of the damage sustained to date;
2. Services: Identification of the service function(s) for which assistance is needed and the particular type of assistance needed;
3. Infrastructure Systems: Identification of the type(s) of public infrastructure system for which assistance is needed (water and sewer, storm water systems, streets) and the type of work assistance needed;
4. Aid and Assistance: The amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time they will be needed;
5. Provider's Traveling Employee Needs--Unless otherwise specified by Recipient, it is mutually understood that Recipient will provide for the basic needs of Provider's traveling employees. Recipient shall pay for all reasonable out-of-pocket costs and expenses of Provider's traveling employees, including, without limitation, transportation expenses for travel to and from the stricken area. Further, Recipient shall house and feed Provider's traveling employees at its (Recipient's) sole cost and expense. If Recipient cannot provide such food and/or housing at the emergency area, Recipient shall specify in its request for assistance that the Provider's traveling employees be self-sufficient.
6. Facilities: The need for sites, structures, or buildings outside Recipient's geographical limits to serve as relief centers or staging areas for incoming emergency goods and services; and
7. Meeting Time and Place: An estimated time and a specific place for a representative of Recipient to meet the personnel and resources of any Provider.

C. STATE AND FEDERAL ASSISTANCE: Recipient shall be responsible for coordinating requests for state or federal assistance with its (Recipient's) Local Agency.

**SECTION IV. PROVIDER'S ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER ASSISTANCE**

When contacted by the Recipient/Local Agency, Provider's authorized representative shall assess Provider's own local situation in order to determine available personnel, equipment, and other resources. If Provider's authorized representative determines that Provider has available resources, Provider's authorized representative shall so notify the

Recipient/Local Agency (whichever communicated the request). Provider shall complete a written acknowledgment, whether on the request form received from Recipient or on another form, regarding the assistance to be rendered (or a rejection of the request) and shall transmit it by the most efficient practical means to the Recipient/Local Agency for a final response. Provider's acknowledgment shall contain the following information:

1. In response to the items contained in the request, a description of the personnel, equipment, and other resources available;
2. The projected length of time such personnel, equipment, and other resources will be available to serve Recipient, particularly if the period is projected to be shorter than one week (as provided in the "Length of Time for Aid and Assistance" section [Section VI] of this Agreement.)
3. The estimated time when the assistance provided will arrive at the location designated by the Authorized Representative of the Requesting Party; and
4. The name of the person(s) to be designated as Provider's supervisor (pursuant to the "Supervision and Control" section [Section V] of this Agreement.)

Where a request has been submitted to the Local Agency, the Local Agency shall notify Recipient's authorized representative and forward the information from Provider. The Recipient/Local Agency shall respond to Provider's written acknowledgment by signing and returning a copy of the form to Provider by the most efficient practical means, maintaining a copy for its file.

#### **SECTION V. SUPERVISION AND CONTROL**

Provider shall designate one of its employees sent to render aid and assistance to Recipient as a supervisor. As soon as practicable, Recipient shall assign work tasks to Provider's supervisor, and unless specifically instructed otherwise, Recipient shall have the responsibility for coordinating communications between Provider's supervisor and Recipient. Recipient shall provide necessary credentials to Provider's personnel authorizing them to operate on behalf of Recipient.

Based upon such assignments from the Recipient, Provider's supervisor shall:

1. Have the authority to assign work and establish work schedules for Provider's personnel. Further, supervisor shall retain direct supervision and control of Provider's personnel, equipment, and other resources. Provider should be prepared to furnish communications equipment sufficient to maintain communications among its respective operating units, and if this is not possible, Provider shall notify Recipient accordingly;
2. Maintain daily personnel time records, material records, and a log of equipment hours;
3. Report work progress to Recipient at mutually agreed upon intervals.

#### **SECTION VI. LENGTH OF TIME FOR AID AND ASSISTANCE; RENEWABILITY; RECALL**

Unless otherwise provided, the duration of Provider's assistance shall be for an initial period of seven days, starting from the time of arrival. Thereafter, assistance may be extended in daily or weekly increments as the situation warrants, for a period agreed upon by the authorized representatives of Provider and Recipient.

As noted in Section II of this Agreement, Provider's personnel, equipment, and other resources shall remain subject to recall by Provider to provide for its own citizens if circumstances so warrant. Provider shall make a good faith effort to provide at least twenty-four (24) hours advance notification to Recipient of Provider's intent to terminate mission, unless such notice is not practicable, in which case as much notice as is reasonable under the circumstances shall be provided.

#### **SECTION VII. REIMBURSEMENTS**

Except as otherwise provided below, it is understood that Recipient shall pay to Provider all documented costs and expenses incurred by Provider as a result of extending aid and assistance to Recipient. The terms and conditions governing reimbursement for any assistance provided under this Agreement shall be in accordance with the following provisions, unless otherwise agreed in writing by Recipient and Provider. Recipient shall be ultimately responsible for reimbursement of all eligible expenses.

A. Personnel-- During the period of assistance, Provider shall continue to pay its employees according to its then prevailing ordinances, rules, and regulations. Recipient shall reimburse Provider for all direct and indirect payroll costs and expenses including travel expenses incurred during the period of assistance, including, but not limited to, employee retirement benefits as provided by Generally Accepted Accounting Principles (GAAP). However, as stated in Section IX of this Agreement, Recipient shall not be responsible for reimbursing any amounts paid or due as benefits to Provider's personnel under the terms of the North Carolina Workers' Compensation Act (Chapter 97 of the North Carolina General Statutes).

B. Equipment-- Recipient shall reimburse the Providers for the use of equipment during the period of assistance according to either a pre-established local or state hourly rate or according to the actual replacement, operation, and maintenance expenses incurred. For those instances in which costs are reimbursed by the Federal Emergency Management Agency (FEMA), the FEMA-eligible direct costs shall be determined in accordance with 44 C.F.R. 206.228. Provider shall pay for all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition. At the request of Provider, fuels, miscellaneous supplies, and minor repairs may be provided by Recipient, if practical. The total equipment charges to Recipient shall be reduced by the total value of the fuels, supplies, and repairs furnished by Recipient and by the amount of any insurance proceeds received by Provider.

C. Materials And Supplies—Recipient shall reimburse Provider for all materials and supplies furnished and that are used or damaged by Recipient during the period of assistance, except for the costs of equipment, fuel and maintenance materials, labor, and supplies, which shall be included in the equipment rate established in subsection B of this

section (Section VII), Recipient will not be responsible for costs where such damage is caused by gross negligence, willful and wanton misconduct, intentional misuse, or recklessness of Provider's personnel. Provider's personnel shall use reasonable care under the circumstances in the operation and control of all materials and supplies used during the period of assistance. The measure of reimbursement shall be determined in accordance with 44 C.F.R. 206.228. In the alternative, the parties may agree that Recipient will replace, with like kind and quality as determined by Provider, Provider's materials and supplies used or damaged in a reasonable time. If such an agreement is made, it shall be reduced to writing and transmitted to the North Carolina Division of Emergency Management.

D. Record Keeping-- Recipient and North Carolina Division of Emergency Management personnel shall provide information, directions, and assistance for record-keeping to Provider's personnel. Provider shall maintain records and submit invoices for reimbursement by Recipient or the North Carolina Division of Emergency Management using the format used or required by FEMA publications, 2 C.F.R. Part 200 and applicable Office of Management and Budget (OMB) Circulars.

E. Payment; Other Miscellaneous Matters as to Reimbursements-- The reimbursable costs and expenses with an itemized notice shall be forwarded as soon as practicable after the costs and expenses are incurred, but not later than sixty (60) days following the period of assistance, unless the deadline for identifying damage is extended in accordance with 44 C.F.R. part 206. Recipient shall pay the bill or advise of any disputed items, not later than sixty (60) days following the billing date. These time frames may be modified in writing signed by both parties by mutual agreement. This shall not preclude Provider or Recipient from assuming or donating, in whole or in part, the costs and expenses associated with any loss, damage, or use of personnel, equipment, and resources provided to Recipient.

F. Contracting – If recipient or provider contracts with a third party to perform any aid or assistance under the provisions of this agreement, then the entity shall follow any applicable local, state, or federal contracting requirements.

#### **SECTION VIII. RIGHTS AND PRIVILEGED OF PROVIDER'S EMPLOYEES**

Pursuant to G.S. 166A-19.60 whenever Provider's employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographical limits of Provider.

#### **SECTION IX. PROVIDER'S EMPLOYEES COVERED AT ALL TIMES BY PROVIDER'S WORKER'S COMPENSATION POLICY**

Recipient shall not be responsible for reimbursing any amounts paid or due as benefits to Provider's employees under the terms of the North Carolina Workers' Compensation Act, Chapter 97 of the General Statutes, due to personal injury or death occurring during the period of time such employees are engaged in the rendering of aid and assistance under this Agreement. It is mutually understood that Recipient and Provider shall be responsible for payment of such workers' compensation benefits only to their own respective employees. Further, it is mutually understood that Provider will be entirely responsible for

the payment of workers' compensation benefits to its own respective employees pursuant to G.S. 97-51.

**SECTION X. IMMUNITY**

Pursuant to G.S. 166A-19.60 all activities performed under this Agreement are hereby declared to be governmental functions. Neither the parties to this Agreement, nor, except in cases of willful misconduct, gross negligence, or bad faith, their personnel complying with or reasonably attempting to comply with this Agreement or any ordinance, order, rule, or regulation enacted or promulgated pursuant to the provisions of this Agreement shall be liable for the death of or injury to persons or for damage to property as a result of any such activity.

**SECTION XI. PARTIES MUTUALLY AGREE TO HOLD EACH OTHER HARMLESS FROM LIABILITY**

To the extent allowed by applicable law, each party (as indemnitor) agrees to protect, defend, indemnify, and hold the other party (as indemnitee), and its officers, employees and agents, free and harmless from and against any and all losses, penalties, damages, assessments, costs, charges, professional fees, and other expenses or liabilities of every kind and arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of indemnitor's negligent acts, errors and/or omissions. Indemnitor further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc. at indemnitor's sole expense and agrees to bear all other costs and expenses related thereto. To the extent that immunity does not apply, each party shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. Each party understands and agrees that any insurance protection obtained shall in no way limit the responsibility to indemnify, keep, and save harmless the other parties to this Agreement. Notwithstanding the foregoing, to the extent that each party does not purchase insurance, it shall not be deemed to have waived its governmental immunity by law.

**SECTION XII. ROLE OF THE DIVISION OF EMERGENCY MANAGEMENT**

Pursuant to GS 166A-19.12(19) and under this agreement, the responsibilities of the North Carolina Division of Emergency Management are: (1) to serve as the central depository for executed Agreements, to maintain a current listing of entities with their authorized representatives and contact information, and to provide this listing to each of the entities on an annual basis; (2) to coordinate the provision of mutual aid and assistance to a requesting party, pursuant to the provisions of this Agreement; (3) to keep a record of all requests for assistance and acknowledgments; (4) to report on the status of ongoing emergency or disaster-related mutual aid and assistance as appropriate; and (5) if the parties so designate, to serve as the eligible entity for requesting reimbursement of eligible costs from FEMA and provide information, directions, and assistance for record keeping pursuant thereto.

**SECTION XIII. AMENDMENTS**

Manner-- This Agreement may be modified at any time upon the mutual written consent of

the Recipient and Provider.

Addition of Other Entities--Additional entities may become parties to this Agreement upon: (1) acceptance and execution of this Agreement; and (2) sending an executed copy of the Agreement to the North Carolina Division of Emergency Management.

**SECTION XIV. INITIAL DURATION OF AGREEMENT; RENEWAL; TERMINATION**

This Agreement shall be binding for not less than one (1) year from its effective date, unless terminated upon at least sixty (60) days advance written notice by a party as set forth below. Thereafter, this Agreement shall continue to be binding upon the parties in subsequent years, unless canceled by written notification served personally or by registered mail upon the Director of North Carolina Division of Emergency Management, which shall provide copies to all other parties. The withdrawal shall not be effective until sixty (60) days after notice thereof has been sent by the Director of the North Carolina Division of Emergency Management to all other parties. A party's withdrawal from this Agreement shall not affect a party's reimbursement obligations or any other liability or obligation under the terms of this Agreement incurred prior to withdrawal hereunder. Once the withdrawal is effective, the withdrawing entity shall no longer be a party to this Agreement, but this Agreement shall continue to exist among the remaining parties.

**SECTION XV. HEADINGS**

The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement.

**SECTION XVI. SEVERABILITY: EFFECT ON OTHER AGREEMENTS**

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been so declared invalid. Accordingly, it is the intention of the parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

In the event that parties to this Agreement have entered into other mutual aid and assistance contracts, for example pursuant to Chapter 160A of the North Carolina General Statutes, those parties agree that to the extent a request for mutual assistance is made pursuant to this Agreement, those other mutual aid and assistance contracts are superseded by this Agreement.

**SECTION XVII. EFFECTIVE DATE**

This Agreement shall take effect upon its approval by the entity seeking to become a signatory to this Agreement and upon proper execution hereof.

IN WITNESS WHEREOF, each of the parties have caused this North Carolina Statewide Emergency Management Mutual Aid and Assistance Agreement to be duly executed in its name and behalf by its Chief Executive Officer, who has signed accordingly with seals affixed and attested with concurrence of a majority of its governing board, as of the date set forth in this Agreement.

DIVISION OF EMERGENCY MANAGEMENT  
DEPARTMENT OF PUBLIC SAFETY

BY:

Erik A. Hooks, Secretary  
Department of Public Safety

Date:

BY:

Michael A. Sprayberry, Director  
Division of Emergency Management

Date:

BY: \_\_\_\_\_

WITNESS: \_\_\_\_\_

Chief Executive Officer/Local Government

Name: EARL PUGH JR.

Title: CHAIRMAN, HYDE COUNTY BOARD OF COMMISSIONERS

Name of Unit:

Date: 06 JULY 2020

APPROVED AS TO PROCEDURES:

BY:

Office of General Counsel  
Department of Public Safety

Date:



## LIST OF AUTHORIZED REPRESENTATIVES TO CONTACT FOR EMERGENCY ASSISTANCE

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FOR THE COUNTY OF HYDE

MAILING ADDRESS: 30 OYSTER CREEK ROAD  
SWAN QUARTER NC, 27885

DATE: 06 JULY 2020

### PRIMARY REPRESENTATIVE

---

NAME: JOEY WILLIAMS

TITLE: DEPUTY SHERIFF/EMERGENCY MANAGEMENT DIRECTOR

DAY PHONE: 252-926-4368

NIGHT PHONE: 252-542-0105

CELL PHONE: 252-542-0105

FAX: 252-926-3713

### FIRST ALTERNATE REPRESENTATIVE

---

NAME: KRISTEN NOBLE

TITLE: HYDE COUNTY MANAGER

DAY PHONE: 252-926-4178

NIGHT PHONE: 252-542-0802

CELL PHONE: 252-542-0802

FAX: 252-926-3701

### SECOND ALTERNATE REPRESENTATIVE

---

NAME: CORRINNE GIBBS

TITLE: HYDE COUNTY FINANCE OFFICER

DAY PHONE: 252-926-4192

NIGHT PHONE: 252-945-0710

CELL PHONE: 252-945-0710

FAX: 252-926-3701

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

**Meeting Date:** July 6th, 2020  
**Presenter:** Kris Cahoon Noble  
**Attachment:** Yes

**ITEM TITLE:** Consultant Contract - Special Projects Coordinator

**SUMMARY:** Attached is a contract for consultant services for Bill Rich, Hyde County Special Projects Manager. The contract amount is for \$25,000 a year paid monthly and the duties are as follows:

1. Supervise tax collection efforts by legal counsel, including coordination and facilitation of the sale of properties owned by the County due to tax foreclosure as agreed to by the Board.
2. Manage the Revolving Loan Fund as it relates to new loans, collections, and raising additional funds through Golden Leaf.
3. Continue to be a liaison between Hyde County and the NC DOT as well as Ferry Division as it relates to vehicle ferries, passenger ferries and Ocracoke trams.
4. Continue representing Hyde County on the Beaufort Hyde Community Foundation, the Partnership for the Sounds, and the UNC School of Government Boards.

**RECOMMEND:** APPROVE CONTRACT

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Motion Made By:  Earl Pugh, Jr.  
 Barry Swindell  
 Dick Tunnell  
 Ben Simmons  
 Tom Pahl

Motion Seconded By:  Earl Pugh, Jr.  
 Barry Swindell  
 Dick Tunnell  
 Ben Simmons  
 Tom Pahl

Vote:  Earl Pugh, Jr.  
 Barry Swindell  
 Dick Tunnell  
 Ben Simmons  
 Tom Pahl

**THIS CONSULTANT CONTRACT AGREEMENT** (hereinafter referred to as "Agreement") is made and entered into as of the 1st day of July 2020, by and between the **COUNTY OF HYDE** (hereinafter referred to as "County"), a body politic and corporate under the laws of the State of North Carolina, as party of the first part and **WILLIAM D. RICH** (hereinafter referred to as "Consultant") as party of the second part, both of whom understand and agree as follows.

**WITNESSETH**

**WHEREAS**, County and Consultant wish to enter into this Agreement to ensure the continuity of the professional administration of County affairs.

**WHEREAS**, County desires to contract for certain services from Consultant as an independent contractor pursuant to the terms, conditions, and provisions of this Agreement.

**WHEREAS**, it is the desire of the Hyde County Board of Commissioners (hereinafter referred to as "Board") to secure and retain the services of Consultant.

**WHEREAS**, Consultant desires to provide certain services as an independent contractor for the County pursuant to the terms, conditions and provisions of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the receipt and legal sufficiency of which consideration is hereby acknowledged, the parties agree as follows.

**SECTION 1 - SERVICES, ACTIVITIES, AND DUTIES**

County hereby contracts with Consultant to perform those certain services, activities, and duties described on Exhibit A attached hereto and incorporated herein by reference.

**SECTION 2 - TERM**

A. The term of this Agreement shall begin on July 1, 2020 and shall terminate on June 30, 2022 unless this Agreement is earlier terminated as hereinafter provided.

B. Notwithstanding anything herein to the contrary, nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Board to terminate this Agreement at any time.

C. Notwithstanding anything herein to the contrary, nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Consultant to terminate this Agreement at any time upon ninety (90) days written notice.

**SECTION 3 - TERMINATION**

This Agreement may be terminated by County for either of the following without notice.

A. Any misconduct of Consultant involving an act of moral turpitude, criminal illegality (excepting minor traffic violations), or habitual violations of traffic laws, whether or not related to Consultant's official duties hereunder.

B. Any willful, knowing, grossly negligent, or negligent misapplication or misuse, direct or indirect, by Consultant of public or other funds or other property, real, personal or mixed, owned by or entrusted to County, any agency or corporation thereof, or Consultant in his official capacity.

#### **SECTION 4 - PAYMENT**

County shall pay Consultant for his services rendered pursuant hereto \$2,083.33 per month, payable at the same time as employees of County.

#### **SECTION 5 - HOURS OF WORK**

It is recognized by both County and Consultant that Consultant will devote most of his working time outside the County office, from his home or on the road. This Agreement is not based on time, but performance.

#### **SECTION 6 - AUTOMOBILE**

County recognizes that Consultant will travel often on behalf of County and will be using his personal vehicle. County agrees to reimburse Consultant at the current IRS rate for any mileage Consultant incurs when using his personal vehicle while conducting County related business.

#### **SECTION 7 - CELLULAR PHONE**

County agrees to pay \$100.00/month to offset Consultant's personally owned cellular phone and data capabilities bill.

#### **SECTION 8 - DUES, SUBSCRIPTIONS AND MEETINGS**

Subject to the specific limitations and requirements hereinafter, County agrees to pay for the professional dues, subscriptions, and meetings of Consultant necessary for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement, and for the good of the County. In this regard, Consultant shall submit a request for a budgeted amount for all such items described above for advance approval and not exceed any such approved budgeted amount without additional approval from County. County must specifically approve, in advance, all such expenses associated with out of state travel.

County recognizes the desirability of representation in and before local clubs as well as civic organizations and Consultant is authorized to become a member of such clubs and organizations for which County shall pay all expenses. Consultant shall seek approval to join, or continue membership in, a club or organization from the Board before seeking reimbursement of membership expenses.

#### **SECTION 9 - INDEPENDENT CONTRACTOR**

County and Consultant agree that Consultant is an independent contractor and shall not represent himself as an employee of County, or as an agent of County unless specifically authorized, for any purpose in the performance of Consultant's services, activities, and duties under this Agreement. Accordingly, Consultant shall be responsible for the payment of all federal, state and local taxes arising out of Consultant's activities in accordance with this Agreement. For the purposes of this Agreement, such taxes shall include, but not be limited to, federal and state income, social security, and unemployment insurance taxes. Consultant, as an

independent contractor, shall perform the services, activities, and duties hereunder in a professional manner and in accordance with any applicable standards for such services, activities, and duties.

#### **SECTION 10 - INDEMNIFICATION**

To the fullest extent permitted by law and any applicable regulations, Consultant shall indemnify and hold harmless County and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of attorneys and other professionals and costs related to court action or mediation) arising out of or resulting from Consultant's performance of this Agreement or the actions of Consultant under this Agreement. This indemnification provision shall survive the termination of this Agreement.

#### **SECTION 11 - BONDING**

County shall bear the full cost of any fidelity or other bonds required of Consultant under any law or ordinance as it may relate to the services, activities, or duties required of Consultant under the terms of this Agreement.

#### **SECTION 12 - OTHER TERMS AND CONDITIONS**

County recognizes Consultant will incur certain expenses of a non-personal nature that are associated with the services, activities, and duties required of Consultant hereunder and hereby agrees to reimburse Consultant for such expenses upon submission of an expense voucher, receipt, or statement submitted to and approved by the Finance Department.

#### **SECTION 13 - GENERAL PROVISIONS**

- A. The text herein shall constitute the entire agreement between the parties.
- B. This Agreement shall become effective commencing July 1, 2020.
- C. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.
- D. By virtue of his signature below, Consultant consents to County releasing copies of this Agreement upon request.
- E. The provisions of this Agreement as set out on these five (5) pages along with any attachments represent the entirety of the understandings and commitments between the parties hereto.

**IN WITNESS WHEREOF**, County has caused this Agreement to be signed and executed on its behalf by the Chairman of the Board, and duly attested by the Clerk, and Consultant has signed and executed this Agreement, both in duplicate, as of the day and year first above written.

**PRE-AUDIT CERTIFICATE**

This Agreement has been pre-audited pursuant to North Carolina General Statute § 159-28 in the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
Corrine Gibbs, Finance Officer  
County of Hyde

\_\_\_\_\_  
Date

**COUNTY:**

BY: \_\_\_\_\_  
Earl Pugh, Chairman  
Hyde County Board of County Commissioners

**CONSULTANT:**

\_\_\_\_\_  
William D. Rich

Witnessed or Attested By:

\_\_\_\_\_  
Donnie Shumate,  
Deputy Clerk to the Board of Commissioners

\_\_\_\_\_  
Date

## EXHIBIT "A"

### SERVICES, ACTIVITIES, AND DUTIES

1. Supervise tax collection efforts by legal counsel, including coordination and facilitation of the sale of properties owned by the County due to tax foreclosure as agreed to by the Board.
2. Manage the Revolving Loan Fund as it relates to new loans, collections, and raising additional funds through Golden Leaf.
3. Continue to be a liaison between Hyde County and the NC DOT as well as Ferry Division as it relates to vehicle ferries, passenger ferries and Ocracoke trams.
4. Continue representing Hyde County on the Beaufort Hyde Community Foundation, the Partnership for the Sounds, and the UNC School of Government Boards.

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

**Meeting Date:** July 6, 2020  
**Presenter:** Manager Noble  
**Attachment:** Yes

**ITEM TITLE:** Hyde Davis Center Lawn Maintenance & Cleaning Contract

**SUMMARY:** Agreement for lawn maintenance & cleaning services of the Hyde Davis Center between The County of Hyde and Michael Adams.

**RECOMMEND:** APPROVE

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

## **Hyde Davis Center Lawn Maintenance & Cleaning Contract**

This agreement for lawn maintenance & cleaning services between **The County of Hyde** (hereafter referred to as "Client") and **Michael Adams** (hereafter referred to as "Contractor") is made and entered into upon the following date: **06/06/2020**.

The lawn and property stated in this agreement is found at the following address:

**33460 US 264, Engelhard, North Carolina, 27885, known as the "Hyde Davis Center"**

The Client would like to have the above mentioned lawn and property maintained and cleaned on a regular basis. The Client and Contractor hereby agree to the following terms:

1. The Client will grant the Contractor access to the lawn & property during regular business hours Monday — Friday (8:00am — 5:00pm) EST and additional mutually agreed upon times.
2. Grass is to be mowed at a 1 3/4" to 2" cutting height. Grass is to be mowed to avoid grass clippings on sidewalks and or driveways. If this cannot be done, grass clippings shall be cleared from said area(s).
3. Contractor will provide all equipment and supplies that are necessary to perform normal maintenance services on the above mentioned yard.
4. Cleaning supplies will be provided by the Client. Services to be performed by Contractor include the following: vacuuming of carpets, dusting and polishing of furniture, cleaning of wood floors, kitchen appliances, toilets, sinks and all sink fixtures; in addition removal of trash from the interior trash containers and brought to the outdoor dumpster.
5. Client will pay Contractor **\$1,000.00** on an annual basis for lawn maintenance and **\$2,580.00** annually for cleaning based on 5 hours a week, for a total annual price of **\$3,580.00**. This contract shall commence on **July 6, 2020** and expire on **June 30, 2021**. Invoices are to be submitted by the 15th of each month to the Planning office. Contractor is to include a record of mowing schedule when invoice is presented for payment. Approved invoices will be paid within thirty days of the invoice date. Monthly payments for mowing will commence beginning July 31 and will be paid according to the following schedule:
  - Payment for cleaning will be monthly at a rate of \$298.34 beginning July 31, 2019 for a total of \$3,580.00 annually, ending June30, 2020.
6. Client will pay Contractor for additional maintenance or repair that may become required for the lawn to sustain an acceptable appearance. The Contractor shall bill the Client for the cost of work that is needed that is above and beyond what is considered reasonable and customary for normal maintenance of the lawn. This additional "above and beyond" repair hereafter shall be referred to as "ad hoc work".
7. If during the course of cleaning, it is discovered that plumbing is not in working order, Contractor shall notify the Client immediately.

8. Ad hoc work that has a cost that is less than or equal to \$50 shall be performed by the Contractor without the Client's consent. However, work that is to be estimated greater than \$50 the Contractor must receive authorization by the Client before the additional maintenance is provided.
9. "Regular lawn maintenance" will include the following: removal of debris from the yard, mowing of the lawn and trimming of trees and shrubs and any other plants that are in need of pruning, inspection of plants and soil for insects, also the extermination of any insects or rodents that are discovered during normal maintenance activities. Client will provide pest supplies to include insect sprays and rodent traps. If an infestation occurs that requires professional extermination, Contractor is to notify Client immediately.
10. Contractor will begin performing regular lawn maintenance and cleaning services on the following date: 07/01/2019. Thereafter, regular lawn maintenance and cleaning services will be performed on a mutually agreed upon schedule.
11. Either party may terminate this contract at any time by supplying a written notice of termination on a specified date to the other party, with at least two weeks' notice prior to the stated date of termination. Hyde County will have the option of cancelling this contract in the event of unacceptable work performance.

If there is any litigation needed between the Client and Contractor it shall be filed and tried in the Contractor's local jurisdiction.

In agreement to the above mentioned terms the Client and Contractor sign below:

### **Applicable Law**

This contract shall be governed by the laws of the State of North Carolina in Hyde County and any applicable Federal Law.

\_\_\_\_\_ Date: \_\_\_\_\_  
The County of Hyde (Client)

\_\_\_\_\_ Date: \_\_\_\_\_  
Michael Adams (Contractor)

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

**Meeting Date:** July 6, 2020  
**Presenter:** Chair, Vice-Chair, Commissioners, Manager  
**Attachment:** No

**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.

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MOTION MADE BY: <input type="checkbox"/> PUGH	MOTION SECONDED BY: <input type="checkbox"/> PUGH	VOTE: <input type="checkbox"/> PUGH
<input type="checkbox"/> SIMMONS	<input type="checkbox"/> SIMMONS	<input type="checkbox"/> SIMMONS
<input type="checkbox"/> PAHL	<input type="checkbox"/> PAHL	<input type="checkbox"/> PAHL
<input type="checkbox"/> SWINDELL	<input type="checkbox"/> SWINDELL	<input type="checkbox"/> SWINDELL
<input type="checkbox"/> TOPPING	<input type="checkbox"/> TOPPING	<input type="checkbox"/> TOPPING

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MOTION MADE BY: \_\_\_ PUGH

\_\_\_ SIMMONS

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MOTION SECONDED BY: \_\_\_ PUGH

\_\_\_ SIMMONS

\_\_\_ PAHL

\_\_\_ SWINDELL

\_\_\_ TOPPING

VOTE: \_\_\_ PUGH

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

**Meeting Date:** July 6, 2020  
**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 COOPERATIVE EXTENSION  
COMMISSIONER REPORT  
JUNE 2020**

**JUNE PROGRAMS**

**Get Out & Scout!**

I put a short video together on crop scouting for farmers. It can be found on our Extension Facebook page or on YouTube at <https://youtu.be/EBNiHNbbBEY>. A list of crop scouting resources can be found on the Hyde and Tyrrell County Extension websites. (<https://hyde.ces.ncsu.edu/2020/05/crop-scouting-resources/>)

**Problem Calls**

I am still safely performing field visits for issues that cannot be solved over the phone. Some questions I have received are pesticide license issues, soybean replant, broccoli insect control, COVID19 questions for produce graders, weed control, nutrient deficiencies in corn, dicamba use, and more! I have also written several letters for crop insurance agents.

**NC Wheat Yield Contest**

I have measured one wheat yield contest entry in Hyde County and one in Tyrrell County.

**Text Message Pest Alerts**

Farmers can now sign up to receive pest alerts through text message. They can sign up by visiting <http://rmd.at/hytyncext>, by texting the message @hytyncext to 81010, or by contacting Andrea Gibbs

**County On Me NC:**

NC State Extension, with other organizations in our state, created a mutual commitment to keep others healthy & safe in re-openings during COVID-19. <https://countonmenc.org>

**Mobile Food Pantries:**

“Black Bean & Corn Salsa” recipe cards to mobile pantry sites. Scranton: 85 cards (for June 3) & Swan Quarter and Engelhard: 100 cards each (for June 24) distributions.

**PICH Produce Prescription Program:**

ARHS collab/distribution of vouchers to purchase produce. Four merchants in Hyde have signed agreements to accept & receive monthly reimbursement. Vouchers will be distributed to those who complete pre- and post-evaluations for MIM Video Series (see below).

**Med Instead of Meds (MIM) Virtual Class Series:**

collaborating with FCS Agent in Tyrrell/Dare Counties to create a VIRTUAL MIM 6-week class. Between 3 counties, 18 participants registered -includes videos on educational material, recipe demos, and live Q&A weekly. Call runs June 2-July 17.

#### **Juvenile Crime Prevention Council (JCPC):**

The H.Y.D.E. Kids program have been working steadily with our youth. In late June, all youth in our program will be delivered special kits related to arts, crafts, agriculture, STEM and more to keep them engaged in educational activity.

#### **4-H Club Update:**

4-H club activities will be resumed once restrictions are lifted and NC State University deems face-to-face club meetings to be satisfactory.

#### **4-H Teen Council:**

The 4-H Teen council will begin mid-summer highlighting character education and self-leadership as a primary foundation. The council will consist of approximately 15+ youth from across Hyde County that will help with the direction and selection of 4-H program offerings, as well as serve as the Teen Court program for Hyde County.

#### **4-H Virtual Summer Program:**

Hyde County 4-H has begun its virtual summer program offerings the week of June 15<sup>th</sup>. The virtual programs consist of specialized kits that youth can be engaged with in the comfort of their own home. The kits are delivered weekly to all registered youth. The kit themes are: Back to the Basics, Arts and Crafts, STEM, Agriculture, Environmental Science, Animal Science, Citizenship & Personal Development, and Culinary Arts. In addition, NC 4-H will be offering various programs related to virtual camping and much more.

**Back to the Basics** – Week of June 15<sup>th</sup>

**Environmental Exploration** – Week of June 22<sup>nd</sup>

**Citizenship & Personal Development** – Week of June 29<sup>th</sup>

**S.T.E.M. (Science, Technology, Engineering, Mathematics)** – Week of July 6<sup>th</sup>

**Animal Science** – Week of July 13<sup>th</sup>

**Agricultural Exploration** – Week of July 20<sup>th</sup>

**Culinary Academy** – Week of July 27<sup>th</sup>

**Arts & Crafts** – Week of August 3<sup>rd</sup>

#### **GRANTS AWARDED**

1. **NC Family & Consumer Sciences Innovative Grant:** \$5,000 requested (maximum)
  - a. **AWARDED \$5,000**
  - b. *Wild Game Harvest Preservation Class Series*
2. **NC Community Foundation (Beaufort-Hyde):** \$1,000 requested (maximum)

- a. **AWARDED \$750**
  - b. *Mobile Refrigerated Local Foods Trailer*
3. **Juvenile Crime Prevention Council**
  - a. **AWARDED \$35,847**
  - b. *H.Y.D.E. Kids Program and Raise the Age Program*

#### UPCOMING EVENTS

- **Planning Virtual Blackland's Farm Managers Tour if REQUIRED. Will keep everyone updated.**
- **Northeast District Activity Day (Virtual Presentation) – June 22, 2020**
- **Hyde County 4-H Summer Fun Program – Began June 16, 2020**
- **NC 4-H Virtual Summer Camp Out – June 22-26, 2020**
- **Med Instead of Meds Virtual Class Series:** collaborating with FCS Agent in Tyrrell/Dare Counties to create a VIRTUAL MIM 6-week class. Registration includes videos on educational material, recipe demos, and live Q&A weekly. First class will be on June 2, 2020.