

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: May 7, 2018
Presenter: DSS Director Laurie Potter
Attachment: Yes

ITEM TITLE: DHHS/DSS Written Agreements

SUMMARY: Session Law 2017-41 requires all counties to enter into an annual agreement with the Department of Health and Human Services for all social services programs excluding medical assistance (Medicaid). The law requires the agreement to contain certain performance requirements and administrative responsibilities related to the social services programs.

RECOMMEND: Discussion

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

**ANNUAL WRITTEN AGREEMENT (FISCAL YEAR 2018-19) BETWEEN
THE NORTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF SOCIAL SERVICES**

AND

COUNTY NAME

**As Mandated by Act of the North Carolina General Assembly,
N.C. Gen. Stat. § 108A-74**

This Annual Written Agreement ("Agreement") is made by and between the North Carolina Department of Health and Human Services, (hereinafter referred to as the "Department") and _____ [COUNTY NAME], a political subdivision of the State of North Carolina (hereinafter referred to as the "County") to comply with the requirements of law, N.C. Gen. Stat. § 108A-74. The Department and the County may be referred to herein individually as a "Party" and collectively as the "Parties."

TERMS OF AGREEMENT

In consideration of the mutual promises and agreements contained herein, as well as other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, the Parties agree to this Agreement, effective July 1, 2018, in compliance with the mandates of law enacted by the North Carolina General Assembly and in recognition of possible amendments by the General Assembly, the Parties further agree to conform to changes made to the law, notwithstanding a contractual term previously agreed upon.

1.0 Parties to the Agreement

The only Parties to this Agreement are the North Carolina Department of Health and Human Services and _____ County, a political subdivision of the State of North Carolina.

1.1 Relationships of the Parties

Nothing contained herein shall in any way alter or change the relationship of the parties as defined under the laws of North Carolina. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Department and the County. 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 Department and County that any such person or entity, other than the Department or the County, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

Subcontracting: The County shall be responsible for the performance of all of its subcontractors. The County shall disclose the names of its subcontractors to the Department within thirty (30) days of the execution thereof. The County shall also provide additional information concerning its subcontractors as may be requested by the Department within thirty (30) days of the request. The County additionally agrees not to enter into any confidentiality agreement or provision with a subcontractor or other agent to provide services related to this Agreement that would prevent or frustrate the disclosure of information to the Department. Subcontractors shall be defined under this Agreement to mean any party the county enters into a contractual relationship with for the administration of social services programs covered by this Agreement. Temporary employees hired by the County shall not be considered subcontractors under this Agreement.

Assignment: No assignment of the County's obligations or the County's right to receive any funding made in any way concerning the matters covered by this Agreement hereunder shall be permitted.

2.0 Terms of Agreement

The term of this Agreement shall be for a period of one year beginning July 1, 2018 and ending June 30, 2019.

2.1 Default and Modification

~~Termination Without Cause:~~ The Department may terminate this contract without cause by giving thirty (30) days written notice to the County. The Department acknowledges that current state law either may not allow it to exercise this provision or may require its prompt re-entry into another contract concerning, in part or whole, the subject matter of this Agreement.

Default: In the event the County fails to satisfy the mandated performance requirements as set forth in Attachments ___ through ___ or fails to otherwise comply with the terms of this ~~contract~~ Agreement, the Department may withhold State and/or federal funding. Any such withholding shall be in compliance with, and as allowed by, state and/or federal law. Prior to the Department exercising its authority to withhold State and/or federal funding for a failure to satisfy the mandated performance or fails to comply with the terms of this Agreement, the steps set forth in Attachment XI will govern. Nothing contained in Attachment XI shall supersede or limit the Secretary's authority set forth in 108A-74(b) and (c).

Waiver of Default: Waiver by the Department of any default or breach in compliance with the terms of this Agreement by the County 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 Agreement unless stated to be such in writing, signed by an authorized representative of the Department and the County and attached to the Agreement.

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.

Modification: The terms and conditions of this Agreement may only be modified by written agreement of the Parties, signed by an authorized representative of the Parties. .

3.0 Contract Agreement Documents

The Recitals and the following attachments are incorporated herein by reference and are part of this Agreement:

- (1) The portions hereof preceding the ~~General Contract Cover~~ Terms of Agreement, including but not limited to the introductory paragraph and the Recitals, which are contractual as well as explanatory
- (2) The ~~General Contract Cover~~ Terms of Agreement
- (3) Attachment I – Mandated Performance Requirements: Child Welfare – Child Protective Services
- (4) Attachment II – Mandated Performance Requirements: Child Welfare – In Home Services
- (5) Attachment III – Mandated Performance Requirements: Foster Care
- ~~(6) Attachment IV – Mandated Performance Requirements: Adoptions~~
- ~~(7)~~(6) Attachment ~~V~~ IV – Mandated Performance Requirements: Child Support
- ~~(8)~~(7) Attachment ~~VI~~ V – Mandated Performance Requirements: Energy
- ~~(9)~~(8) Attachment ~~VII~~ VI – Mandated Performance Requirements: Work First
- ~~(10)~~(9) Attachment ~~VIII~~ VII – Mandated Performance Requirements: Food and Nutrition Services
- ~~(11)~~ Attachment ~~IX~~ VIII – Mandated Performance Requirements: Guardianship
- ~~(12)~~(10) Attachment ~~X~~ VIII – Mandated Performance Requirements: Adult Protective Services
- ~~(13)~~(11) Attachment ~~XI~~ IX – Mandated Performance Requirements: Special Assistance

~~(14)~~(12) Attachment XII – Mandated Performance Requirements: Child Care Subsidy

~~(15)~~(13) State Certifications Attachment Attachment XI – Corrective Action

4.0 Entire Agreement

This Agreement and any documents incorporated specifically by reference represent the entire agreement between the Parties and supersede all prior oral or written statements or agreements between the Parties.

5.0 Definitions

While "County" is used as an abbreviation above, the following definitions, which are contained in N.C. Gen. Stat. § 108A-74(a), also apply to this Agreement:

- (1) "County department of social services" also means the consolidated human services agency, whichever applies;
- (2) "County director of social services" also means the human services director, whichever applies; and
- (3) "County board of social services" also means the consolidated human services board, whichever applies.
- (4) "Child welfare services or program" means protective, foster care, and adoption services related to juveniles alleged to be abused, neglected, or dependent as required by Chapter 7B of the General Statutes.
- (5) "Social services programs" or "Social services programs other than medical assistance" means social services and public assistance programs established in Chapter 108A other than the medical assistance program (Part 6 of Article 2 of Chapter 108A). This includes, but is not limited to, child welfare programs, adult protective services, guardianship services for adults, and programs of public assistance established in Chapter 108A. It also includes the child support enforcement program, as established in Article 9 of Chapter 110 of the General Statutes.

To the extent that any term used herein is defined by a statute or rule applicable to the subject matter of this Agreement, the statutory or rule definition shall control. For all remaining terms, which are not defined by statute or rule, those terms shall have their ordinary meaning. Should any further definition be needed, the Parties agree that the meanings shall be those contained in the current version (as of the time the dispute or question arises) of Black's Law Dictionary, and if not defined therein, then of a published unabridged modern American English Language Dictionary published since the year 2000.

6.0 Audit Requirements

The County shall furnish to the State Auditor, upon his/her request, all books, records, and other information that the State Auditor needs to full account for the use and expenditure of state funds in accordance with N.C.G.S. §147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

~~6-9-7.0~~ Record Retention

The County shall retain records at its own expense in accordance with applicable State and Federal laws, rules, and regulations. The County shall facilitate and monitor the compliance of its subcontractors with all applicable requirements of record retention and disposition.

In order to protect documents and public records that may be the subject of Department litigation, the Department shall notify the County of the need to place a litigation hold on those documents. The Department will also notify the County of the release of the litigation hold. If there is no litigation hold in place, the documents may be destroyed, disposed of, or otherwise purged through the biannual Records Retention and Disposition Memorandum from the Department's Controller's Office.

7-0-8.0 Liabilities and Legal Obligations

Each party hereto agrees to be responsible for its own liabilities and that of its officers, employees, agents or representatives arising out of this Agreement. Nothing contained herein is intended to alter or change the relationship of the parties as defined under the laws of the State of North Carolina.

8-0-9.0 Confidentiality

Any medical records, personnel information or other items exempt from the NC Public Records Act or otherwise protected by law from disclosure given to the Department or to the County under this Agreement shall be kept confidential and not divulged or made available to any individual or organization except as otherwise provided by law. The Parties shall comply with all applicable confidentiality laws and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the administrative simplification rules codified at 45 Parts 160, 162, and 164, alcohol and drug abuse patient records laws codified at 42 U.S.C. §290dd-2 and 42 CFR Part 2, and the Health Information Technology for Economics and Clinical Health Act (HITECH Act) adopted as part of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5).

9-0-10.0 Secretary's Authority Undiminished

Certain functions delegated to the County pursuant to this Agreement are the duty and responsibility of the Department as the grantee of federal grant funds. The Parties understand and agree that nothing in this Agreement shall be construed to diminish, lessen, limit, share, or divide the authority of the Secretary of the Department to perform any of the duties assigned to the Department or its Secretary by the North Carolina General Statutes, the terms and conditions of the federal funds and their applicable laws and regulations or other federal laws and regulations regarding any federal funding which is used by the Department to reimburse the County for any of its duties under this Agreement.

10-0-11.0 Other Performance Agreement does not Diminish Other Legal Requirements Obligations

Notwithstanding anything to the contrary contained herein and to facilitate the mandated performance requirements of N.C. Gen. Stat. § 108A-74, the Parties acknowledge and agree that this Agreement is not intended to supersede or limit, and shall not supersede or limit, the County's obligations to comply with all applicable: 1) federal and state laws; 2) federal and state rules; and 3) policies, standards, and directions of the Department, as all such currently exist and may be amended, enacted, or established hereafter.

11-0-12.0 Notice

The persons named below shall be the persons to whom notices provided for in this Agreement shall be given. Either Party may change the person to whom notice shall be given. Any notice required under this Agreement will only be effective if actually delivered to the parties named below. Delivery by hand, by first class mail, or by email are authorized methods to send notices.

For the Department of Health and Human Services, Division of Social Services

IF DELIVERED BY US POSTAL SERVICE _____, Title	IF DELIVERED BY ANY OTHER MEANS _____, Title
Division of Social Services 2401 Mail Service Center Raleigh, NC 27699-2401	Division of Social Services NC DHHS - Division of Social Services Dorothea Dix Campus, McBryde Building Phone: 919-527-6335 Fax: 919-334-1018 Email _____@dhhs.nc.gov

For the County:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS

12.0-13.0 Role Responsibilities of the Department

The Department hereby agrees that its responsibilities under this Agreement are as follows:

- (1) The Department shall develop mandatory performance requirements for each social services program based upon standardized metrics utilizing reliable data. The mandated performance requirements are identified in Attachments ___ through ___.
- (2) The Department shall provide supervision, program monitoring and technical assistance to the counties in the administration of social services programs.
- ~~(2)(3)~~ The Department shall have the following administrative responsibilities: guidance, oversight, support and assistance with the following administrative responsibilities:
 - a. Staff Training and Workforce Development:
 - i. Develop training requirements for county personnel related to the provision of social services programs.
 - ii. Develop training curricula and provide adequate statewide training opportunities for county personnel related to the provision of social services programs. Training opportunities will include in-person, self-guided, web-based and remotely facilitated.
 - iii. The Department will publish a training calendar, at least twice annually, notifying the counties of training opportunities.
 - iv. Provide timely written guidance related to new federal or state statutes or regulations. The Department will provide information the written policy in advance of the effective date of said new policy when possible contingent upon the effective date of the new law, or regulation to the extent possible. The Department will provide as well as advance notice of any, including interpretations and clarifications of existing policy prior to the effective date of such changes.
 - v. Provide technical assistance and remedial training on policy in areas where quality control, monitoring or data indicates a lack of correct application of law, rule or policy.
 - b. Compliance Monitoring:
 - i. Evaluate county compliance with applicable federal and state laws, rules and policies.
 - ii. Provide feedback to counties with recommended changes when necessary.
 - iii. Monitor county compliance with federal and state law, rule and policy.

- iv. Ensure that all financial resources related to the provision of social services programs covered by this Agreement are utilized by the county in compliance with applicable federal and state laws.
 - c. Data Submission:
 - i. Maintain and review data submitted by counties pursuant to the mandatory performance requirements.
 - ii. Provide counties with reliable data (assuming data entered is accurate) related to accuracy and timeliness of programs in accordance with state and federal program guidelines. This includes but not limited to processing applications and recertification, quality control standards, program statistics and fiscal information.
 - iii. Maintenance of information systems. The Department shall be responsible for the maintenance and functionality of its information systems utilized in the statewide administration of social services programs covered by this Agreement.
 - d. Communication:
 - i. ~~Ensure a common understanding of program policy and provide~~ Provide counties with clarification or explanation of law, rule or policy governing social services programs when necessary or applicable as requested.
 - ii. Disseminate policy on social services programs and provide counties with timely information on any updates to policy.
 - iii. Provide timely information to counties on any changes to federal law or policy made known to the Department.
 - iv. Provide counties with a timely response to requests for technical assistance or guidance.
 - v. Maintain all policies covering social services programs in a central, accessible location.
 - vi. Provide County with an opportunity to submit questions, concerns and feedback related to the administration of social services programs to the Department and provide County a timely response to such communication.
 - vii. Communicate directly with the County Director of Social Services and program staff through Dear County Director Letters, Administrative Letters for Policy Changes, Manual change Notices, Listserv messages, conference calls and webinars as well as periodic in person meetings.
 - viii. Communicate directly with the County Manager, Governing Boards, and the County Director of Social Services on matters including but not limited to, corrective action, performance improvement plans, and significant changes to law, rule and policy that impact the administration of social services programs covered by this Agreement.
 - e. ~~Emergency Management and Business Continuity of Operations~~ Inter-agency Coordination:
 - i. Provide guidance to counties in the event they are unable to reach a resolution on a conflict of interest that arises related to the provision of social services programs covered by this Agreement.
 - ii. Provide guidance for county DSS personnel on federal and state Emergency Management, mass shelter, Business Continuity Plan (BCP) and Continuity of Operations Plan (COOP) requirements.
 - iii. Coordinate with and communicate to county DSS agencies available and required training opportunities associated with DSS Mass Shelter, BCP and COOP responsibilities.
 - iv. Assist and support counties as needed in implementation of operational functions of mass shelter operations and as needed during other emergencies as they arise.
- (3)(4) The Department shall timely meet all of its responsibilities contained in this Agreement. "Timely" shall be defined consistent with timeliness requirements set forth in relevant statute, regulation, policy or as otherwise required by the Department. Where timeliness is not otherwise defined, "timely" shall mean within a reasonable time under the circumstances.

13.0-14.0 Responsibilities of the County

The County hereby agrees that its responsibilities under this Agreement are as follows:

(1) The County shall adhere to the mandated performance requirements for each social services program as identified in Attachments __ through __.

(2) The County shall comply with the following administrative responsibilities

a. Staff Requirements and Workforce Development:

i. ~~The Ensure that county~~ personnel involved in the County's provision of social services programs covered by this Agreement are shall be qualified and possess the skills, knowledge and abilities well-prepared to discharge duties associated with their position.

ii. ~~Ensure that all county~~The personnel, including new hires and existing staff, involved in the County's provision of social services programs covered by this Agreement shall complete all required and necessary training, which is documented as required by federal and state law and policy.

b. Compliance:

i. Perform activities related to its social services programs in compliance with all applicable federal and State laws, rules, regulations and policies. Nothing contained herein is intended to, nor has the effect of superseding or replacing state law, rules or policy related to social services programs.

ii. Develop and implement internal controls over financial resources related to the County's social services programs to ensure that all financial resources are used in compliance with applicable federal and state laws.

iii. Provide and adhere to corrective action plans as required based on monitoring findings and the Single Audit.

c. Data Submission:

i. Maintain accurate, thorough records of all social services programs covered by this Agreement, in particular, records related to the mandated performance requirements that can be accessed for the purpose of data collection, service provision, monitoring or consultation

ii. Provide, upon request, data to the state for the purpose of, but not limited to, conducting monitoring, case file reviews, error analysis and ~~qualify~~ quality control.

iii. Utilize data to understand the performance of their county and to conduct analysis and implement changes where needed if measures are not being accomplished.

d. Communication:

i. Respond and provide related action in a timely manner to all communications received from the Department.

ii. Provide timely information on all matters that have a potential negative impact on the social services programs they administer, including but not limited to, litigation risks, network and computer issues, or data breaches, leadership

iii. Provide timely information regarding temporary or permanent changes to the County Social Services Board or the County Social Services Director, including retirements, separations, or any leave of absences greater than two calendar weeks. and staffing concerns.

e. ~~Emergency Management and Business Continuity of Operations~~Inter-agency Cooperation:

i. Ensure that county personnel are trained and prepared to engage in Disaster Management, mass shelter, BCP and COOP operations.

ii. Ensure that all plans and systems are in place to meet potential disaster (natural, technical, otherwise) response requirements.

iii. Engage with DHHS, state Emergency Management and local leadership in associated efforts.

iv. ~~Operate Assist or operate~~ mass shelter operations or other required disaster management responsibilities.

(3) The County shall timely meet all its responsibilities contained in this Agreement. "Timely" shall be defined consistent with timeliness requirements set forth in relevant statute, regulation, policy or as otherwise required by the Department. If timeliness is not otherwise defined, "timely" shall mean within a reasonable time under the circumstances.

14.0-15.0 **Data Security and Reporting**

Data Security: The County shall adopt and apply data privacy and security requirements to comply with all applicable federal, state, department and local laws, regulations, and rules. To the extent that the Department and the county have already entered into one or more data privacy agreements covering all or any portion of the work to be performed under this Agreement, the Parties hereby adopt and incorporate such agreements by reference into this Agreement as if fully set forth herein.

Duty to Report: The County shall report all privacy and security incidents to the Department's Contract Administrator and the Privacy and Security Office within twenty-four (24) hours after the privacy and security incident is first discovered, provided that the County shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the incident is first discovered. During the performance of this Agreement, the County is to notify the Department contract administrator of any contact by the federal Office for Civil Rights (OCR) received by the County. In case of a privacy and security incident, the County, including any subcontractors or agents it retains, shall fully cooperate with the Department.

~~**Cost Borne by County:** If any applicable federal, state, or local law, regulation, or rule requires the Department or the County to give affected persons written notice of a security breach arising out of the County's performance under this Agreement, the County shall bear the cost of the notice. The Department shall decide whether the law requires such notice, and such decision shall be final and binding as between the Parties.~~

15.0-16.0 **Miscellaneous**

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

Amendment: This Agreement may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Department and the County. The Parties agree to obtain any necessary approvals, if any, for any amendment prior to such amendment becoming effective. Also, the Parties agree that legislative changes to state law shall amend this Agreement by operation of law to the extent affected thereby.

Effective Date: This Agreement shall become effective July 1, 2018 and shall continue in effect until June 30, 2019.

Signature Warranty: Each individual signing below warrants that he or she is duly authorized by the party to sign this Agreement and to bind the party to the terms and conditions of this Agreement.

BY: _____ Witness: _____
Name

TITLE: _____

County: _____

DATE: _____

North Carolina Department of Health and Human Services,

BY: _____
Secretary, Department of Health and Human Services

DATE: _____

DRAFT

**ATTACHMENT I — MANDATED PERFORMANCE REQUIREMENTS:
Child Welfare - CPS Assessments**

	Performance Measure	Authority for the performance measure
1	The County will initiate 95% of all screened-in reports within required time frames	NC General statute 7B.302; 10A NCAC 70A .0105; Chapter VIII: Child Protective Services, Section 1408 - Investigative & Family Assessments

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**ATTACHMENT II— MANDATED PERFORMANCE REQUIREMENTS:
Child Welfare - In Home Services**

	Performance Measure	Authority for the performance measure
1	The County will ensure that 85% of In-Home cases have been open less than 180 calendar days without seeking court intervention.	Chapter VIII Child Protective Services - 1412 CPS In-Home Services: VIII Termination of CPS In-Home Services: B-When Parents are Unable to Demonstrate their Ability to Provide a Safe Home; 10A NCAC 70A .0107 (d)
2	The County will have no more than 9% of children in closed In-Home Services cases will experience repeat maltreatment within 12 months of case closure.	CFSR; Safety Outcome 1: Children are, first and foremost, protected from abuse and neglect.

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**ATTACHMENT III— MANDATED PERFORMANCE REQUIREMENTS:
Child Welfare - Foster Care**

	Performance Measure	Authority for the performance measure
1	The County will document permanency goals for 95% of foster youth will be established within 60 days of a child entering custody or for whom the county has placement authority.	1201 Child Placement Services - Chapter VIII Case Reviews: B-Required Time Frames for Case Reviews
2	The County will ensure that 95% of all foster youth have face-to-face visits by the social worker each month.	1201, Chapter V., Out of Home Placement Family Services Improvement Act of 2006 (Public Law 109-288) Title IV B
3	The County will ensure that 41% of children who enter foster care in a 12-month period are discharged to permanency within 12 months of entering foster care.	1201 Child Placement Services - Chapter VI Permanency Planning: E-Permanent Placement Options CFSR: Permanency Outcome 1: Children have permanency and stability in their living situations.
4	The County's annual rate of repeat maltreatment of current foster children remains below 8.5%	CFSR: Safety Outcome 1: Children are, first and foremost protected from abuse and neglect.
5	The County will ensure that of children who enter foster care in a 12-month period who were discharged within 12 months to reunification, kinship care, guardianship, or adoption no more than 8.3% re-enter foster care within 12 months of their discharge.	CFSR: Safety Outcome 1: Children are, first and foremost protected from abuse and neglect
6	The County will ensure that of all children who enter foster care in a 12-month period in the county, the rate of placement moves per 1000 days of foster care will not exceed 4.1%.	1201 Child Placement Services - Chapter IV Placement Decision Making: C-Maintaining One Single Stable Foster Care Placement CFSR: Permanency Outcome 1: Children have permanency and stability in their living situations.

**ATTACHMENT IV— MANDATED PERFORMANCE REQUIREMENTS:
Child Support**

	Performance Measure	Authority for the performance measure
1	The county will achieve its given annual percentage of paternities established for children born out of wedlock.	Section 342. "FEDERAL AND STATE REVIEWS AND AUDITS," of PRWORA, Section 454 of Title IV-D of the Social Security Act; 42 U.S.C. 658a. P.L. 105-200 NCGS 110- 129.1 Chapter B, Topic 09, Section B - Incentives Overview, Section C - Performance Factors and Incentives
2	The county will achieve its given annual percentage of child support cases that are under an order.	Section 342. "FEDERAL AND STATE REVIEWS AND AUDITS," of PRWORA, Section 454 of Title IV-D of the Social Security Act; 42 U.S.C. 658a. P.L. 105-200 NCGS 110- 129.1 Chapter B, Topic 09, Section B - Incentives Overview, Section C - Performance Factors and Incentives
3	The county will achieve its given annual percentage of current child support paid.	Section 342. "FEDERAL AND STATE REVIEWS AND AUDITS," of PRWORA, Section 454 of Title IV-D of the Social Security Act; 42 U.S.C. 658a. P.L. 105-200 NCGS 110- 129.1 Chapter B, Topic 09, Section B - Incentives Overview, Section C - Performance Factors and Incentives
4	The county will achieve its given annual percentage of cases that received a payment towards arrears.	Section 342. "FEDERAL AND STATE REVIEWS AND AUDITS," of PRWORA, Section 454 of Title IV-D of the Social Security Act; 42 U.S.C. 658a. P.L. 105-200 NCGS 110- 129.1 Chapter B, Topic 09, Section B - Incentives Overview, Section C - Performance Factors and Incentives
5	The county will meet its annual goal of total child support collections.	Section 342. "FEDERAL AND STATE REVIEWS AND AUDITS," of PRWORA, Section 454 of Title IV-D of the Social Security Act; 42 U.S.C. 658a. P.L. 105-200 NCGS 110- 129.1 Chapter B, Topic 09, Section B - Incentives Overview, Section C - Performance Factors and Incentives

**ATTACHMENT V— MANDATED PERFORMANCE REQUIREMENTS:
Energy Programs**

	Performance Measure	Authority for the performance measure
1	The County will process 95% of Crisis Intervention Program (CIP) applications within one (1) business day for applicants with no heat or cooling source.	Energy Program Manual Section 400.03 d Federal Requirement 42 USC8621-8630 NC State Rule 10A N.C.A.C ch. 71V
2	The County will process 95% of Crisis Intervention Program (CIP) applications within two (2) business days of the application date for applicants who have a heat or cooling source.	NC Energy Programs Manual Section 400.03 A.2.d. Federal Requirement 42 USC8621 -8630 NC State Rules 10A N.C.A.C ch. 71V

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**ATTACHMENT VI— MANDATED PERFORMANCE REQUIREMENTS:
Work First**

	Performance Measure	Authority for the performance measure
1	The County will collect documentation from 50% of all Work-Eligible individuals that demonstrates completion of the required number of hours of federally countable work activities.	Work First Manual Section 001 Manual Section 003 TANF State Plan FFY 2016 - 2019 NC GS 108A-27.2(10) NC GS 108A-27.6(1) NC GS 108A-27.13(a) NC GS 108A-27.14(a) NC GS 108A-27.14(b)
2	The County will collect documentation from 90% of two-parent families with Work Eligible individuals that verifies that the they have completed the required number of hours of federally countable work activities.	Work First Manual Section 001 Work First Manual Section 003 TANF State Plan FFY 2016 - 2019 NC GS 108A-27.2(10) NC GS 108A-27.6(1) NC GS 108A-27.13(a) NC GS 108A-27.14(a) NC GS 108A-27.14(b)
3	The County will process 100% Work First applications within 45 days of receipt.	Work First Manual Section 104 TANF State Plan FFY 2016 - 2019 NC GS 108A-31
4	The County will process 100% Work First recertifications no later than the last day of the current recertification period.	Work First Manual Section 104 TANF State Plan FFY 2016 - 2019 NC GS 108A-31

**ATTACHMENT VII— MANDATED PERFORMANCE REQUIREMENTS:
Food and Nutrition Services**

	Performance Measure	Authority for the performance measure
1	The County will process 95% of expedited FNS applications within 4 calendar days from the date of application.	FNS Manual Section 315 FNS_AL_1-2015 Federal Requirement 7 CFR 273.2
2	The County will process 95% of regular FNS applications within 25 days from the date of application.	FNS Manual Section 315 FNS_AL_1-2015 Federal Requirement 7 CFR 273.2
3	The County will ensure that 96% of FNS recertifications are processed on time, each month.	FNS Manual Section 425 Federal requirement 7 CFR 273.2
4	The County will ensure that 100% of Program Integrity claims are established within 180 days of the date of discovery.	FNS Manual Section 800 Federal Requirement 7 CFR 273.18

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**ATTACHMENT VIII— MANDATED PERFORMANCE REQUIREMENTS:
Adult Protective Services (APS)**

	Performance Measure	Authority for the performance measure
1	The County will initiate 95% of APS reports alleging abuse or danger of death immediately.	NCGS 108A-103 (d) (1); 108A-101(g); 10A NCAC 71A .0102
2	The County will initiate 95% of APS reports alleging neglect or exploitation, or maltreatment other than abuse or danger of death within 72 hours.	NCGS 108A-103 (d) (23); 10A NCAC 71A .0204 (ab)
3	DAAS APS 3 The County will complete 95% of APS evaluations involving allegations of abuse or neglect within 30 days of the report.	NCGS § 108A-103 (d) (4)
4	DAAS APS 4 The County will complete 85% of APS evaluations involving allegations of exploitation within 45 days of the report.	NCGS § 108A-103 (d) (4)

**ATTACHMENT IX— MANDATED PERFORMANCE REQUIREMENTS:
Special Assistance (SA)**

	Performance Measure	Authority for the performance measure
1	The County will process 85% of Special Assistance for the Aged (SAA) applications within 45 calendar days of the application date.	10A NCAC 71P .0604; SA Policy 3110 II. D. 2.
2	The County will process 85% of Special Assistance for the Disabled (SAD) applications within 60 calendar days of the application date.	10A NCAC 71P .0604; SA Policy 3110 II. D. 2.

DRAFT

**ATTACHMENT X— MANDATED PERFORMANCE REQUIREMENTS:
Child Care Subsidy**

	Performance Measure	Authority for the performance measure
1	The County will process 95% of Child Care Subsidy applications are within 30 calendar days of the application date.	North Carolina Subsidized Child Care Assistance policy

DRAFT

ATTACHMENT XI— CORRECTIVE ACTION

1. Non-Compliance with performance requirements or terms of the Agreement
 - a. In the event a County or County Department of Social Services (collectively County DSS) fails to satisfy a performance requirement or term of this agreement, the Department will provide the County DSS with written notification identifying the relevant performance requirement and how the County DSS failed to satisfy it.
 - b. Upon receipt of notification, the County DSS shall promptly provide the Department with written acknowledgment of receipt.
 - c. If the County DSS does not agree that it failed to satisfy the performance requirement or comply with the terms of the Agreement, it shall set forth, in writing, the basis for its disagreement with all necessary supporting information. This notice shall be received by the Department within 10 business days of the County DSS' receipt of the Department's written notification of non-compliance.
2. Performance Improvement Plan
 - a. The County DSS and Department shall work together to develop a performance improvement plan to address the non-compliance. The Parties will consider the County DSS's written disagreement with the identified non-compliance, if any, in the development of the performance improvement plan.
 - b. The performance improvement plan shall include, at a minimum:
 - i. The role and responsibility of DHHS in providing support to the County DSS to address the non-compliance.
 - ii. The specific actions the County DSS will take to address the non-compliance and ensure ongoing compliance.
3. Continued Non-Compliance
 - a. In the event a County DSS continues to fail to satisfy a performance requirement or comply with the terms of the agreement for an extended period of time, the County and the Department will enter into a corrective action plan, not to exceed a period of twelve months. An extended period of time is defined as three consecutive months, or five months out of a twelve-month period.
 - b. The corrective action plan shall include, at a minimum:
 - i. A strategy to ensure regular supervisory oversight of the social services program at issue;
 - ii. A detailed strategy to ensure the issue central to the non-compliance is addressed and corrected;
 - iii. A strategy to ensure program and case documentation is both sufficient and completed within time frames prescribed by law, rule or policy; and

- iv. A plan for the continuous review of the corrective activities by both the County Director of Social Services, the County DSS Governing Board, and the Department.
4. Failure to Complete Corrective Action Plan
- a. In the event a County fails to complete the corrective action plan or otherwise fails to comply with the terms of the corrective action plan, the Department may exercise its authority under the law, and this Agreement, to withhold federal and/or state funding.
 - b. In circumstances of extended non-compliance or other urgent circumstances, the Secretary may also exercise statutory authority to assume control of service delivery in the County pursuant to N.C.G.S. 108A-74.

DRAFT

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

Meeting Date: May 7, 2018
Presenter: County Manager Bill Rich
Attachment: Yes

ITEM TITLE: LETTER TO CONGRESSMAN WALTER B. JONES

SUMMARY: Attached is a letter addressed to Congressman Walter B. Jones from the Hyde County Board of Commissioners and the County Manager requesting approval to replace the Engelhard Post Office and parking lot with a new modern facility and repaved parking lot. If approved, the new facility will enable better service to the citizens of Hyde County, particularly the Engelhard community. We are asking approval from the Commissioners for Board Chairman Earl Pugh to sign the letter.

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

Board of Commissioners

Earl Pugh, Jr., Chair
Barry Swindell, Vice-Chair
Benjamin Simmons, III
Tom Pahl
Dick Tunnell

COUNTY OF HYDE

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

Bill Rich
County Manager

Franz Holscher
County Attorney

Lois Stotesberry, CMC, NCCCC
Clerk to the Board



May 7, 2018

The Honorable Walter B. Jones, Congressman
2333 Rayburn HOB
Washington DC 20515

Re: United States Post Office – Engelhard, NC

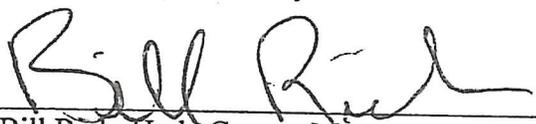
Dear Congressman Jones:

The Engelhard Post Office is the central mail receiving facility on mainland Hyde County. All mails received in Hyde County are first taken in by Engelhard post office and distributed to all the other post offices in the county (with the exception of Ocracoke). Several citizens have provided comment regarding the state of the post office in Engelhard, NC. They have expressed concerns over the condition and size of the building and the small parking lot that is in disrepair. The building is inadequate in size and design for the services it provides. We are asking you to consider our request to replace the existing post office with a new more modern facility, along with a new parking lot. A new facility and parking lot will enable better service to the citizens of Hyde County, particularly the Engelhard community.

Thank you for your consideration and support of our request.

Regards,

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



Bill Rich, Hyde County Manager

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

Meeting Date: May 7, 2018
Presenter: Asst. County Manager Kris Noble
Attachment: Yes

ITEM TITLE: ALLIGATOR MANAGEMENT OPTIONS

SUMMARY: Asst. County Manager Kris Noble will discuss Hyde County's alligator management options.

RECOMMEND: INFORMATION ONLY

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

NORTH CAROLINA WILDLIFE RESOURCES COMMISSION
ALLIGATOR MANAGEMENT OPTIONS FOR MUNICIPALITIES

*For more information about alligator management options,
please contact Alicia Davis at (919) 707-4087 or alicia.davis@ncwildlife.org.*

Public Education and Outreach Materials and Programs

Informational Documents Available Online and in Print

The following informational documents are available online at www.ncwildlife.org/alligator:

1. [North Carolina Wildlife Profile: American Alligator](#)
2. [Coexist with Alligators](#)

Limited copies of these documents can be printed and mailed upon request.

Signage

Posting signs next to shorelines can inform residents and tourists that feeding alligators is illegal. To aid law enforcement, NCWRC recommends that the sign include the statute that prohibits feeding alligators (N.C. Gen. Stat. § 113-291.11). Municipalities can request a sign from NCWRC that can be used as a template.

Alligator Education Programs

NCWRC's Wildlife Education Division can assist in developing an alligator education program that is specific to a municipality's needs. NCWRC staff will work with the municipality to schedule a local public information session for citizens that features a presentation by NCWRC staff. Topics can include:

- Biology of alligators and their role in the natural environment
- Alligator Aware: How to stay safe in areas where alligators live
- Habitat management recommendations and alligator exclusion techniques

Nuisance Alligator Response

NC Wildlife Helpline: 1-866-318-2401

Biologists are available Monday – Friday from 8am – 5pm to answer calls from citizens with concerns about wildlife, including alligators. They can also be reached by email: wildlifehelpline@ncwildlife.org. The biologists can provide callers with technical guidance and information about wildlife behavior to help resolve the issue. If they think that the issue may require a site visit, they can also put the caller in touch with the District Biologist in their area.

District Biologists

Each District Biologist covers an area that includes several counties. The District Biologists that cover coastal North Carolina are listed in the table below, along with their contact information and the counties they cover.

NORTH CAROLINA WILDLIFE RESOURCES COMMISSION
ALLIGATOR MANAGEMENT OPTIONS FOR MUNICIPALITIES

*For more information about alligator management options,
please contact Alicia Davis at (919) 707-4087 or alicia.davis@ncwildlife.org.*

District	Counties	Name	Contact
1	Bertie, Camden, Chowan, Currituck, Dare, Gates, Hertford, Hyde, Martin, Pasquotank, Perquimans, Tyrrell, Washington	Chris Turner	(252) 221-9961 (252) 333-5028 chris.turner@ncwildlife.org
2	Beaufort, Carteret, Craven, Duplin, Greene, Jones, Lenoir, New Hanover, Onslow, Pamlico, Pender, Pitt	Chris Kent	(252) 617-0019 christopher.kent@ncwildlife.org
4	Bladen, Brunswick, Columbus, Cumberland, Harnett, Hoke, Robeson, Sampson, Scotland	John Henry Harrelson	(910) 874-2725 john.harrelson@ncwildlife.org
Coastal Region Supervisor		Evin Stanford	(252) 224-0959 (252) 916-2259 evin.stanford@ncwildlife.org

District Biologists provide information to public and private landholders, including municipalities, and can conduct site visits if needed. If a District Biologist determines that an alligator needs to be relocated, they may issue a depredation permit to the landholder with a Nuisance Alligator Agent (NAA) listed as a second party on the permit. Note that an alligator can only be captured, handled, relocated, or euthanized by NCWRC staff or an authorized NAA. All NAAs—private or jurisdictional—are required to obtain an Endangered Species Permit each year. NAAs may not euthanize an alligator unless prior approval has been granted by NCWRC personnel, and authorization for euthanasia will only be granted if the alligator is suffering from severe injury and survival is unlikely.

Private Nuisance Alligator Agents

A Private NAA is a type of Wildlife Damage Control Agent with a NCWRC-issued Endangered Species Permit that specifically permits them to capture, handle, and/or relocate alligators at the discretion of NCWRC staff. These individuals often work for private wildlife removal companies and charge fees to the landholders for their services. Fee amounts are not regulated by NCWRC. Note that Private NAAs can only capture/handle/relocate an alligator for which a depredation permit has been issued by NCWRC staff, unless it is an emergency situation and verbal authorization has been given by NCWRC staff.

Jurisdictional Nuisance Alligator Agents

Jurisdictional NAAs are individuals that are employed by federal, state, or local governments (typically law enforcement or animal control officers) and possess a NCWRC-issued Endangered Species Permit that specifically allows them to capture, handle, and/or relocate alligators within their local jurisdiction.

NORTH CAROLINA WILDLIFE RESOURCES COMMISSION
ALLIGATOR MANAGEMENT OPTIONS FOR MUNICIPALITIES

*For more information about alligator management options,
please contact Alicia Davis at (919) 707-4087 or alicia.davis@ncwildlife.org.*

Although they are not required to obtain depredation permits from NCWRC, they are only authorized to capture/handle/relocate alligators in situations that meet certain criteria set by NCWRC and cannot charge fees for their services or operate outside of the jurisdiction listed on their Endangered Species permit, unless situation-specific permission has been granted by NCWRC staff. Jurisdictional NAAs must adhere to all other requirements set in the Nuisance Alligator Agent Program Guidelines, including those that pertain to approved equipment for capture and transport, trapping and trap monitoring, Alligator Data Collection Protocol adherence and data submission (training required), approved release sites, and alligator care during capture, handling, transport, and release. Municipalities with local law enforcement or animal control staff that are interested in becoming Jurisdictional NAAs should contact their local District Biologist or Alicia Davis at (919) 707-4087 for more information.

Local Population Reduction Hunts

The above-mentioned management options are sufficient to address most situations where an alligator is causing a problem, such as a food-conditioned alligator or an alligator blocking traffic. However, resolution of some incidents requires considerable effort. Targeted take of alligators to reduce numbers in areas with frequent alligator conflicts may be more economically and efficiently accomplished by licensed sportsmen and women. Individual sportsmen and women are willing to remove alligators while bearing their own costs out-of-pocket because they realize a personal benefit from taking the alligator.

At their February 2018 meeting, the NCWRC adopted a [rule to allow limited take of American alligators \(H6\)](#). In accordance with the [Alligator Management Plan](#), a local population reduction hunt may be requested by a city (as defined by [NCGS § 160A-1\(2\)](#) and hereinafter referred to as municipality) within Alligator Management Unit 1 (Brunswick, Carteret, Columbus, Craven, Hyde, Jones, New Hanover, Onslow, Pamlico, and Pender counties). NCWRC will then work cooperatively with the municipality to assess alligator numbers, define areas of public safety concern, and identify those areas where alligator take could be safely conducted by hunters. If advisable to promote public safety, the Director may then issue an appropriate number of permits to accomplish the desired take of alligators. NCWRC will retain decision-making authority on the number of take permits issued.

It is recommended that municipalities considering an alligator population reduction hunt first contact NCWRC staff for guidance on the planning process and other alligator management options that are available. Applications shall be submitted by June 1st for a hunt to take place the same year in order to allow sufficient time for surveys and planning.

NORTH CAROLINA WILDLIFE RESOURCES COMMISSION
ALLIGATOR MANAGEMENT OPTIONS FOR MUNICIPALITIES

*For more information about alligator management options,
please contact Alicia Davis at (919) 707-4087 or alicia.davis@ncwildlife.org.*

Submission of Request for Population Reduction Hunt

A municipality that desires to reduce the local alligator population can submit a request to NCWRC for an alligator population reduction hunt (hereafter, hunt). This request shall include:

- The Alligator Population Reduction Hunt application, signed and dated by an authorized municipality representative.
- A detailed description of the reason(s) for requesting a hunt.
- A map of the municipality that contains boundaries of:
 1. The municipality.
 2. All desired locations (hereafter, hunt areas) in which the municipality desires the hunt to take place.
 3. All property parcels within hunt areas. Names of landholders must also be identified for each parcel on the map.
 4. Public water boundaries within hunt areas.
 5. Properties within the hunt areas that can be used to access public waters for alligator hunting.
- Any restrictions in addition to those listed in the rule regarding the alligator hunting season and manner of take ([15A NCAC 10B .0224 AMERICAN ALLIGATOR](#)) that the municipality desires for the hunt.

Site Visits by NCWRC Staff

Municipality representatives will meet on-site with NCWRC staff to become familiar with the proposed hunt areas. NCWRC will conduct subsequent site visits to survey the alligator population and determine the number of alligator hunt permits to issue.

Alligator Hunt Permit Allocation

NCWRC will announce on their website, in a news release, and by email to Wildlife Update subscribers when applications for permits will be accepted from licensed hunters. Permits will be awarded by lottery. NCWRC staff is not responsible for obtaining access to properties for hunting activities by permittees.

The [Municipality Application for an Alligator Population Reduction Hunt](#) can be downloaded from NCWRC's website at www.ncwildlife.org/alligator under the Management tab.

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

Meeting Date: May 7, 2018
Presenter: Franz Holscher, County Attorney
Attachment: Yes

ITEM TITLE: CONSULTANT CONTRACT AGREEMENT: BILL RICH

SUMMARY: County Attorney Franz Holscher will present the finalized consultant contract agreement for Bill Rich.

RECOMMEND: APPROVAL

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

STATE OF NORTH CAROLINA)
COUNTY OF HYDE)

CONSULTANT CONTRACT AGREEMENT

THIS CONSULTANT CONTRACT AGREEMENT (hereinafter referred to as "Agreement") is made and entered into as of the 1st day of August 2018, 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 WILLIAM D. RICH 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 WILLIAM D. RICH as a Consultant of County to perform certain services, activities, and duties as specified by the Board, including but not limited to those services, activities, and duties described on Exhibit A attached hereto and incorporated herein by reference. It is understood that the Board may modify the services, activities, and duties described on Exhibit A from time to time in its discretion.

SECTION 2 - TERM

A. The term of this Agreement shall begin on August 1, 2018 and shall terminate on June 30, 2020 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 \$4,000.00 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 budget 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 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 August 1, 2018.
- 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

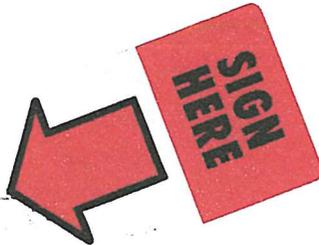
COUNTY:

BY: _____
Earl Pugh, Chairman
Hyde County Board of County Commissioners



CONSULTANT:

William D. Rich



Witnessed or Attested By:

Lois Stotesberry,
Clerk to the Board of Commissioners



Date

EXHIBIT "A"

SERVICES, ACTIVITIES, AND DUTIES

1. Coordinate and facilitate the sale of properties owned by the County due to tax foreclosure as agreed to by the Hyde County Board of Commissioners.
2. Manage the Revolving Loan Fund as it relates to new loans, collections, and raising additional funds through Golden Leaf.
3. Be available to assist the County Manager with economic development and planning.
4. Continue all efforts with the County Manager to successfully finalize the plans to collaborate with Golden Leaf, ECU, Rural Center, William Friday Foundation, Legislatures, NCW, and USFW to complete the construction of, and re-open, the Mattamuskeet Lodge as a Regional Learning Center and destination for all nature based tourism.
5. Continue to represent Hyde County on the Rural Planning Organization (RPO) which allocates funding for transportation needs and requests in our area.
6. 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.
7. Continue to participate and Chair the Mattamuskeet Watershed Advisory Committee in concert with the Coastal Federation and their many partners as well as stakeholders in a continuing effort to restore the health and economic vitality of the lake.
8. Continue representing Hyde County on the Albemarle Regional Health Board, the Beaufort Hyde Community Foundation, the Partnership for the Sounds, the UNC School of Government Board, and NCBIWA and replace the County Manager on NC Catch.
9. Continue to help our Ocracoke Commissioner as needed with OOT, TDA, OCBA, OPAB and OWA.
10. Assist the County Manager as needed in Hyde County's relationship with its Lobbyist and their work as needed on State and Federal levels.
11. Attend BOC meetings as able and needed via Ocracoke.

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

Meeting Date: May 7, 2018
Presenter: Franz Holscher, County Attorney
Attachment: Yes

ITEM TITLE: EMPLOYMENT CONTRACT: KRIS NOBLE

SUMMARY: County Attorney Franz Holscher will present the finalized employment contract for Kris Cahoon Noble.

RECOMMEND: APPROVAL

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

STATE OF NORTH CAROLINA)
COUNTY OF HYDE)

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as "Agreement") is made and entered into as of the 1st day of July 2018, by and between the **COUNTY OF HYDE** (hereinafter referred to as "Employer" or "County"), a body politic and corporate under the laws of the State of North Carolina, as party of the first part and **KRISTEN CAHOON NOBLE** (hereinafter referred to as "Employee") as party of the second part, both of whom understand and agree as follows.

WITNESSETH

WHEREAS, Employer and Employee wish to enter into this Agreement to ensure the continuity of the professional administration of County affairs.

WHEREAS, Employer desires to employ the services of KRISTEN CAHOON NOBLE as Manager of the County 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 provide certain benefits, establish certain conditions of employment and set certain working conditions of said Employee.

WHEREAS, it is the desire of the Board to secure and retain the services of Employee, provide inducement for her to remain in such employment, make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security, act as a deterrent against malfeasance or dishonesty for personal gain on the part of Employee, and provide a just means for terminating Employee's services at such time as she may be unable to fully discharge her duties due to age or disability or when Employer may otherwise desire to terminate her employment.

WHEREAS, Employee desires to become employed as Manager of 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 - DUTIES

Employer hereby agrees to employ KRISTEN CAHOON NOBLE as Manager of the County to perform functions as well as duties specified by applicable law and authority, including but not limited to North Carolina State law, the County Charter, the County Code, and ordinances of the County, and to perform other legally permissible and proper duties as well as functions as the Board shall assign from time to time.

SECTION 2 - TERM

A. Employee agrees to remain in the exclusive employ of Employer until June 30, 2019, and neither accept other employment nor become employed by any other employer until said termination date, unless this Agreement is earlier terminated as hereinafter provided.

B. In the event written notice is not given by either party to this Agreement to the other sixty (60) days prior to the termination date as hereinabove provided, this Agreement shall be extended automatically on the same terms and conditions as herein provided, all for an additional period of one year. This Agreement shall continue thereafter for one year periods unless either party hereto gives to the other sixty (60) days written notice of termination prior to the then applicable one year anniversary date hereof that the party giving notice does not wish to extend this Agreement.

C. Notwithstanding anything herein to the contrary, nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Board to terminate the services of Employee at any time, subject only to the provisions set forth in Section 4, paragraphs A and B of this Agreement.

D. Notwithstanding anything herein to the contrary, nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from her position with Employer, subject only to the provisions set forth in Section 5 of this Agreement.

SECTION 3 - SUSPENSION

Employer may suspend Employee, with or without pay in the discretion of Employer, during the investigation, hearing or trial of Employee on any criminal charge or during the course of any civil action involving Employee. The duration of such suspension will be in the discretion of Employer. If the suspension is without pay, full recovery of pay and benefits for the period of suspension may be authorized by the Board if the suspension is terminated with full reinstatement of Employee. Notwithstanding anything herein to the contrary, any suspension without pay hereunder shall be in accordance with the Fair Labor Standards Act regulations regarding exempt employee pay.

SECTION 4 - TERMINATION

Employee may be terminated for either of the following without notice.

A. Any misconduct of Employee involving an act of moral turpitude, criminal illegality (excepting minor traffic violations), or habitual violations of traffic laws, whether or not related to Employee's official duties hereunder.

B. Any willful, knowing, grossly negligent, or negligent misapplication or misuse, direct or indirect, by Employee of public or other funds or other property, real, personal or mixed, owned by or entrusted to the County, any agency or corporation thereof, or the Employee in her official capacity.

SECTION 5 - RESIGNATION

In the event Employee voluntarily resigns her position with Employer before the expiration of the term of this Agreement, then Employee shall give Employer sixty (60) days advance written notice of such resignation, unless the parties otherwise agree.

SECTION 6 - DISABILITY

If Employee is permanently disabled or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity or health for a period of sixteen (16) successive weeks beyond any accrued sick leave, Employer shall have the option of terminating this Agreement. However, Employee shall be compensated for any vacation, holidays, and other applicable accrued benefits. None of the above shall supersede or affect Employee's rights under the American Disabilities Act.

SECTION 7- SALARY

Employer agrees to pay Employee for her services rendered pursuant hereto an annual base salary of \$85,000. This salary is payable in installments at the same time as other employees of Employer are paid. In addition, Employer agrees to review and consider an increase to said base salary and/or other benefits to Employee in such amounts and to such extent as the Board may determine is desirable to do so on the basis of a performance evaluation and annual salary review of Employee prior to the adoption of the annual budget.

SECTION 8 - PERFORMANCE EVALUATION

A. At least sixty (60) days prior to Employee's anniversary date, the Board and Employee will define such goals and performance objectives as they determine are necessary for the proper operation of the County and the attainment of the Board's policy objectives. The parties shall further establish a relative priority among those various goals and objectives, with the Board having the final say as to the specific goals and objectives as well as to the relative priority thereof. Said goals and objectives shall be reduced to writing and generally shall be attainable within the time limitations specified, the annual operating as well as capital budgets, and the appropriations that can be provided.

B. The Board shall review and evaluate the performance of Employee at least once annually, 60 (sixty) days in advance of the anniversary date of employment. Said review and evaluation shall be in accordance with specific criteria developed jointly by Employer and Employee. Said criteria may be added to or deleted from as the Board may, from time to time, determine in consultation with Employee. Further, the Chairman of the Board shall provide Employee with a summary written statement of the findings of the annual review and provide an adequate opportunity for Employee to discuss her evaluation with the full Board.

C. In effecting the provisions of this Section, Employer and Employee mutually agree to abide by the provisions of any and all applicable laws.

SECTION 9 - HOURS OF WORK

It is recognized by both Employee and Employer that Employee must devote a great deal of time outside normal office hours to the business of Employer and, to that end, Employee will be allowed to take time off on a flexible basis dependent on work demands. However, Employee is expected to devote a minimum of forty (40) hours per week to the business of Employer, excluding any vacation, sick or holiday time used. Management of the County staff is to be considered a top priority for Employee.

SECTION 10 - AUTOMOBILE

Employer agrees to reimburse Employee at the current IRS rate for any mileage Employee incurs when using her personal vehicle while conducting County-related business.

SECTION 11 - CELLULAR PHONE

Employer shall continue to provide Employee with a cellular phone for professional use under the same terms, conditions, and limitations applicable to the cellular phone Employer previously provided to Employee.

SECTION 12 - VACATION AND SICK LEAVE

A. As an inducement to Employee, at signature hereof, Employee shall be credited with twelve (12) days of vacation leave and twelve (12) days of sick leave that are useable beginning July 1, 2018. Thereafter, Employee shall accrue, and have credited to her personal account, vacation and sick leave in the same amounts on July 1, 2019. On July 1 after employment of two (2) years, Employee shall receive an increase of vacation leave to fifteen (15) days and an increase of sick leave to fifteen (15) days annually.

B. Vacation leave may be accumulated without any applicable maximum until December 31 of each year. Effective the last payroll in the calendar year, if Employee has more than 30 days of accumulated vacation leave, the excess accumulation (more than 30 days) shall be removed so that only 30 days of vacation leave are carried forward to January 1 of the next calendar year. Employee will have the entire excess amount of vacation leave converted to sick leave.

SECTION 13 - INSURANCE

Employer agrees to put into force and to make required premium payments for Employee for insurance policies for life, major medical, and other group insurance as the same is provided to other Employees of Employer, covering Employee only. If dependent coverage is available through Employer, it shall be paid for by Employee, if she elects dependent coverage.

SECTION 14 - RETIREMENT

Employer agrees to put into force and to make required payments for Employee into the North Carolina Local Government Employee's Retirement System.

SECTION 15 - DUES, SUBSCRIPTIONS AND MEETINGS

A. Employer agrees to budget and to pay for the professional dues, subscriptions, and meetings of Employee necessary for her continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for her continued professional participation, growth and advancement, and for the good of Employer. Employer must approve, in advance, all such expenses associated with out-of-state travel.

B. Employer recognizes the desirability of representation in and before local clubs as well as civic organizations and Employee is authorized to become a member of such clubs and organizations for which Employer shall pay all expenses. Employee shall seek approval to join, or continue membership in, a club or organization from the Board before seeking reimbursement of membership expenses.

SECTION 16 - INDEMNIFICATION

Employer shall defend, save harmless, and indemnify Employee against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as

County Manager, unless the conduct which results in such claim, demand, or legal action arises outside the course and scope of Employee's employment, out of Employee's intentional misconduct, or out of Employee's gross negligence. If deemed appropriate by Employer, Employer will compromise and settle any such claim or suit and pay the amount of any such settlement or judgment rendered thereon. Should Employee withhold her consent from such compromise or settlement, then and in that event, it shall be the sole responsibility of Employee to engage separate counsel for her defense and to pay her own legal expenses as well as any judgment rendered thereon against Employee.

SECTION 17 - BONDING

Employer shall bear the full cost of any fidelity or other bonds required of Employee under any law or ordinance.

SECTION 18 - OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. The Board, in consultation with Employee, shall fix any such other terms and conditions of employment as it may determine from time to time relating to the performance of Employee, provided such terms and conditions are incorporated herein as written amendments to this Agreement and are not inconsistent with or in conflict with County ordinances or any other applicable law.

B. In addition to the benefits enumerated specifically herein for the benefit of Employee and except as may be provided herein, all provisions of the County ordinances and policies of Employer relating to vacation and sick leave, retirement, holidays, and other fringe benefits and working conditions as they now exist or hereafter may be amended also shall apply to Employee as they would generally to other employees of Employer.

C. **Bereavement Leave.** In the event of the death of Employee's spouse, mother, father, child, sister, or brother, Employee will be granted four (4) days bereavement leave. In the event of the death of Employee's mother-in-law, father-in-law, grandmother, grandfather, sister-in-law, brother-in-law, and grandchildren, Employee will be granted three (3) days bereavement leave.

D. **Expenses.** Employer recognizes certain expenses of a non-personal and job associated nature will be incurred by Employee and hereby agrees to reimburse Employee for such expenses upon submission of an expense voucher, receipt, or statement submitted to and approved by the Finance Department.

SECTION 19 - GENERAL PROVISIONS

A. The text herein shall constitute the entire agreement between the parties.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

C. This Agreement shall become effective commencing July 1, 2018.

D. 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.

E. By virtue of her signature below, Employee consents to Employer releasing copies of this Agreement upon request.

F. The provisions of this Agreement as set out on these six (6) pages along with any attachments, represent the entirety of the understandings and commitments between the parties hereto.

IN WITNESS WHEREOF, the 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 Employee 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.

Finance Officer, County of Hyde

Date

EMPLOYER:

BY: _____
Earl D. Pugh, Jr., Chairman
Hyde County Board of County Commissioners

EMPLOYEE:

Kristen Cahoon Noble

Witnessed or Attested By:

Lois Stotesberry,
Clerk to the Board of Commissioners

Date

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

Meeting Date: May 7, 2018
Presenter: County Manager Bill Rich
Attachment: No

ITEM TITLE: FY2018-2019 BUDGET MESSAGE

SUMMARY: Manager Bill Rich will make comments in regard to the proposed FY2018-2019 operating budget for Hyde County.

RECOMMEND: Discussion.

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: May 7, 2018
Presenter: Manager Bill Rich
Attachment: Yes

ITEM TITLE: BUDGET MATTERS

SUMMARY: Departmental budget revisions and amendments will be presented by department managers for Board discussion and approval.

- 1) **Planning**
 - a. Dues and Subscriptions \$ 600.00

- 2) **Sheriff's Department**
 - a. Uniforms \$ 5,500.00

- 3) **Emergency Management**
 - a. Expenses for Remainder of Fiscal Year ... \$ 2,500.00

- 4) **Health Department**
 - a. BR23-18 – Utilities through FYE \$ 3,900.00
 - b. BR24-18 – Postage through FYE \$ 75.00
 - c. BR25-18 – Medical Supplies though FYE ... \$ 792.68

- 5) **Soil & Water**
 - a. Travel & Training \$ 800.00

RECOMMEND: Discussion and approve budget revisions and amendments.

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

HYDE COUNTY BOARD OF COMMISSIONERS
2017/2018 BUDGET REVISIONS

MEETING DATE 5/7/2018					
				"+" EXP BUDGET "- " REV BUDGET	"- " EXP BUDGET "+" REV BUDGET
(FO USE) BR # OR IDT#	DEPARTMENT	ACCOUNT #	LINE ITEM ACCOUNT NAME / EXPLANATION	DEBIT	CREDIT
23-18	Health - General	10-5900.1300	Utilities	\$ 3,900.00	
		10-5900.4503	Contract Dental		\$ 3,900.00
				\$ 3,900.00	\$ 3,900.00
			Transferring funds within budget to cover costs of utilities through year end. Budget is NOT increased.		

REQUESTED *Luanne Gibbs* DATE 5-7-18

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

ENTERED LEDGER/DATE _____

HYDE COUNTY BOARD OF COMMISSIONERS
2017/2018 BUDGET REVISIONS

MEETING DATE 5/7/2018					
(FO USE) BR # OR IDT#	DEPARTMENT	ACCOUNT #	LINE ITEM ACCOUNT NAME / EXPLANATION	"+" EXP BUDGET	"-." EXP BUDGET
				"-." REV BUDGET	"+" REV BUDGET
				DEBIT	CREDIT
24-18	Health - Communicable	10-5850.1200	Postage	\$ 75.00	
		10-5850.4501	Contract Hospital		\$ 75.00
				\$ 75.00	\$ 75.00
Transferring funds within budget to cover costs of postage through year end. Budget is NOT increased.					

REQUESTED *Pranav Gibbs* DATE *5-7-18*

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

ENTERED LEDGER/DATE _____

HYDE COUNTY BOARD OF COMMISSIONERS
2017/2018 BUDGET REVISIONS

MEETING DATE 5/7/2018					
(FO USE) BR # OR IDT#	DEPARTMENT	ACCOUNT #	LINE ITEM ACCOUNT NAME / EXPLANATION	"+" EXP BUDGET	"- " EXP BUDGET
				"- " REV BUDGET	"+" REV BUDGET
				DEBIT	CREDIT
25-18	Health - Child Health	10-5960.4600	Medical Supplies	\$ 792.68	
		10-5960.7400	Equipment		\$ 792.68
				\$ 792.68	\$ 792.68
			Transferring funds within budget to cover costs of Medical Supplies through year end. Budget is NOT increased.		

REQUESTED Luana Gibbs DATE 5-7-18

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

ENTERED LEDGER/DATE _____

New Employee Orientation

Sample Agenda

Tuesday Afternoon –

- 12:30 Registration
- 1:00 Introductions – Icebreaker
Soil and Water Conservation Partnership
- 2:30 Website Resources
- 3:30 Break
- 3:45 Open Records and Section 1619
Wikipedia for Districts
- 5:00 Break for Dinner on your own

Wednesday Morning – Break into Groups –

- | | Technical | Administrative,
Board Meetings |
|-------|---|---|
| 8:30 | Detailed Training Plan, PCEP | PCEP, Supervisor Forms, vouchers for scholarships |
| | Working with NRCS Standards and Cost Share Policies related to standards | Public Meetings |
| | Job Approval Authority – focus on how to get it; form to fill out. | Financial Administration |
| 12:00 | Lunch (you pay for sandwiches at registration brought into learning center) | |
| 1:00 | Basics (Handling compliance, Choosing a Program includes CREP)
Group Discussions with Assigned Cost Share/CREP Staff | |
| 3:30 | End Session | |



North Carolina Conservation District Employees Association “Working Together For District Development”

Governing Board Meeting Oak Island, N.C. Tuesday, April 10, 2018

8:30 am	Call to Order	Jenny Parks
	Invocation	
	Pledge of Allegiance	All
	Opening Remarks and Introduction	Jenny Parks
	Approval of Agenda – Additions or Corrections	
	New Area Directors	Patty Dellinger
	Approval of Minutes	Patty Dellinger
	<ul style="list-style-type: none">• Sunday, January 7, 2018• Tuesday, January 9, 2018	
	Treasurer’s Report	Kaitlyn Johnson
	Audit Report	Edward Davis
	Area Director Reports	
	NCCDEA Committee Reports	
	<ul style="list-style-type: none">• Scholarship• Membership• PDEP• Benevolence• Fundraising/Special Projects• Newsletter	Gary Higgins Cindy Phelps Dru Harrison Linda Hash Pam Steuer Louise Wooten
	Partnership Reports	Vernon Cox Tim Beard Bryan Evans Chris Hogan John Langdon Michelle Lovejoy

Old Business	
• Gun Raffle	Jenny Parks
• Website	Patty Dellinger
New Business	
• 2018 CET (golf tournament/Tuesday activity)	Jenny Parks
• 2018 Nominating Committee	Edward Davis
• 2018 Plan of Work	Jenny Parks
• NCDEA Outstanding Conservation District Professional and Outstanding Conservation District Board Member Awards	Jenny Parks
• NC Civil Rights Committee – NCCDEA Representative	Dru Harrison
SECDEA Mid-year Board meeting	Mamie Caison
SECDEA	Jenny Parks
• District showcase	
• Raffle	
• Auction Items/Door prizes	
SE NACD Meeting	Jenny Parks
Report on NACD & SECDEA Meetings	Jenny Parks
Other Business	
5:00 pm Adjourn	



“WORKING TOGETHER FOR
DISTRICT DEVELOPMENT”

**MINUTES
NORTH CAROLINA CONSERVATION
DISTRICT EMPLOYEES ASSOCIATION
GOVERNING BOARD MEETING**

**Sheraton, Durham, NC
January 7, 2018**

The NCCDEA Governing Board meeting was held on Sunday, January 7, 2018 in Durham, NC.

President Jenny Parks called the meeting to order at 12:12 pm. Rick McSwain gave the invocation. President Parks led the Pledge of Allegiance.

President Parks welcomed everyone to the meeting and gave opening remarks. Introductions were made for all in attendance.

Those present were as follows: Jenny Parks, Dru Harrison, Rick McSwain, Patty Dellinger, Kaitlyn Johnson, Tyler Ross, Lea-Ann Branch, Lisa Pope, Charlie Bass, Debbie Cahoon, Sabra Cahoon, Daniel McClellan, Pam Steuer, Bryan Colvard, Julie Hardy, Mamie Caison, Bryan Evans, Michelle Lovejoy, Janie Woodle, Christy Blanton, Edward Davis,

Approval of Agenda: The following item was added to the agenda: Michelle Lovejoy, NC Foundation for Soil & Water Conservation after the approval of minutes.

Minutes: Patty Dellinger, Secretary presented the following minutes for approval: August 21, 2017 Governing Board Meeting – Rick McSwain made a motion to approve, seconded by Tyler Ross, approved; August 23, 2017 General Membership Meeting/Banquet – Kaitlyn Johnson made a motion to approve, seconded by Sabra Cahoon, approved; and December 19, 2017 teleconference – Rick McSwain made a motion to approve, seconded by Kaitlyn Johnson, Approved.

NC Foundation for Soil & Water Conservation: Michelle Lovejoy informed the Board that the Foundation had received a grant to do a Strategic Plan for the core partnership. “Visioning the Future of Conservation Delivery in NC” is to build conservation capacity at the local level so that Conservation Districts thrive in the future. A survey will be sent to Districts to be completed at a Board meeting with the deadline in March.

Treasurer’s Report: Kaitlyn Johnson presented the Treasurers report and the proposed 2018 budget (copies attached). Operating Expenditures - \$11,663.38 and Revenue - \$5,340. There are \$30,493.69 total funds available in the Scholarship Account. Dru Harrison made a motion to

NCCDEA – MINUTES
JANUARY 7, 2018
PAGE 2

accept the Treasurers report. Seconded by Debbie Cahoon. Approved. Kaitlyn Johnson tabled the acceptance of the 2018 proposed budget until the end of the meeting in order to review proposed changes.

Area Director Reports:

- Area 1 – Tyler Ross
- Area 2 – Lea-Ann Branch
- Area 3 – Lisa Pope
- Area 4 – Charlie Bass
- Area 5 – Debbie Cahoon (written report attached)
- Area 6 – Sabra Cahoon
- Area 7 – No Report
- Area 8 – Daniel McClellan

Area Director Terms: Patty Dellinger reviewed the terms for the Area Directors. The terms for Tyler Ross – Area 1, Lisa Pope – Area 3 and Sabra Cahoon – Area 6 expire in 2018. Lisa and Sabra are filling unexpired terms; therefore, they are eligible to serve another term. The new Directors will need to be elected at the spring meeting. Mitch Miller is filling the unexpired term for Dean Morris, Area 7.

Committee Reports

Scholarships: Patty Dellinger presented the scholarship report on behalf of Gary Higgins (copy attached). Scholarships are due on February 1st. A district employee has questioned why applications are sent to the Division of Soil & Water. Scholarship applications are mailed to the Division but they have no input. Tyler Ross made a motion to send Scholarship applications to the Chairman of the Scholarship Committee. Seconded by Lea-Ann Branch. Approved.

Membership: Charlie Bass presented the membership report on behalf of Cindy Phelps (copy attached). There are currently 263 members – 163 district employees/100 associate. Five Amazon Echo Dot's were purchased as the prizes for the DEA membership giveaway.

PDEP: Dru Harrison gave a report on the PDEP program. There are seven employees who will receive 13 awards this year. The awards will be presented at the DEA luncheon on Tuesday. Kaitlyn Johnson stated that the line item in the proposed budget for PDEP was increased from \$350 to \$400.

Benevolence: Janie Woodle gave a Benevolence Committee Report (copy attached). Four employees have been assisted this year. There was \$3,000 budgeted - five payments totaling \$2,100 for assistance was made leaving a balance of \$900. Kaitlyn Johnson stated that the line item in the proposed budget for Benevolence was reduced from \$3,000 to \$2,500.

Fundraising/Special Projects: Pam Steuer gave a report. A raffle will be held at the CET for a Yeti Hopper 30 cooler and two yeti cups (value \$260). She is working on some fun ideas for the CET fundraiser which will include a meal. The fundraiser details will be finalized at the mid-year Board meeting. Sabra Cahoon suggested doing a raffle for a week-end vacation. She will

NCCDEA – MINUTES
JANUARY 7, 2018
PAGE 3

get more information for the mid-year meeting. Kaitlyn Johnson stated that the line item in the proposed budget for Fundraising was reduced from \$2,000 to \$1,500.

Gun Raffle: President Parks informed the Board that over 150 raffle tickets were returned from Districts that didn't want to sell the tickets. There were only 1,200 tickets purchased. Kaitlyn Johnson commented that DEA did not make any money from the gator raffle last year and was hoping to make \$2,000 from the gun raffle this year. DEA will continue to pursue other fundraising ideas. Lisa Pope, Debbie Cahoon, Sabra Cahoon and Charlie Bass will work on establishing an Expo for vendors at the CET as a fundraiser.

Newsletter: Patty Dellinger gave a report for Louise Wooten, newsletter editor. The deadline for the Spring/Summer edition is May 15, 2018. Area Directors are encouraged to submit names of new or retiring employees in their area. The Board discussed the new website. Patty Dellinger will talk with Bryan Evans about getting the old website removed and/or to have a link to direct to the new website.

Audit: Rick McSwain, Sabra Cahoon and Edward Davis will audit the books on Tuesday, January 9th. Kaitlyn Johnson and President Parks will attend the audit.

Commission Ad-Hoc: Rick McSwain gave a report. The purpose of the Committee was to address issues that Districts face and request to be put on the Soil & Water Commission meetings to give a regular report. The Soil & Water Commission denied the request. He informed the Board that nothing has really come from the Committee. Charlie Bass suggested that DEA could sign up to speak in the public comments section at each meeting.

NCCDEA Awards: President Parks informed the Board that Rick McSwain had won the Professional District Employee of the year for NC and for the Southeast. His nomination has been submitted to the National level.

Mid-Year Board Meeting: The mid-year Board meeting will be held at Ocean Crest Motel in Oak Island. NCCDEA will be hosting the SECDEA mid-year meeting. The NC Governing Board meeting will be held on Tuesday, April 10th.

Old Business:

Volunteers for Annual Meeting: Dru Harrison reviewed the list of volunteers that are still needed. Volunteers are needed to staff the DEA table.

Host SECDEA Mid-Year Board Meeting: Mamie Caison thanked the Board for agreeing to host the SECDEA meeting. NC has the opportunity to host the meeting every nine years. The purpose for hosting the meeting is to meet the SE employees and net-work. NCCDEA has budgeted \$500 to cover some of the expenses for the meeting. Dru Harrison made a motion to charge a registration fee up \$125 based on expenses. Seconded by Tyler Ross. Approved. Bags with NC products will be provided for the Southeast participants. Kaitlyn Johnson will increase the line item in the proposed budget for the Southeast Mid-Year Meeting Support to \$1,000 and add a revenue line item for \$500 to cover the costs.

Operating Budget: Kaitlyn Johnson presented the proposed operating budget for 2018. The Dues, bonds line item was reduced by \$100 and President Travel was reduced by \$1,000. Rick McSwain made a motion to approve the 2018 budget as presented. Seconded by Tyler Ross. Approved. The budget will be presented to the general membership for approval.

New Business:

Bylaws: The Board reviewed the bylaws and no changes were recommended. The bylaws are to be reviewed every five years.

Governing Board & Committee Handbook: The Board completed the annual review of the handbook. No changes were recommended.

Report from Rick McSwain: Rick McSwain informed the Board that he would be retiring from the Lincoln SWCD at the end of January. He has accepted a position with the Division of Soil & Water Conservation as a Regional Coordinator. He expressed his appreciation to the Board for their support.

SECDEA Annual Conference: President Parks gave a report on the conference that was held in Pigeon Forge in November. She encouraged all to attend for the networking. NC received the high attendance award.

NACD Annual Meeting: The NACD meeting will be held in Nashville on January 28th – 31st.

There being no further business, Tyler Ross made a motion to adjourn. Seconded by Kaitlyn Johnson. The meeting adjourned at 2:00 pm.

Jenny Parks, President (date)

Patty Dellinger, Secretary (date)

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

Meeting Date: May 7, 2018
Presenter: Chair, Vice-Chair, Commissioners, Manager and Assistant Manager
Attachment: Yes

ITEM TITLE: MANAGEMENT REPORTS

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

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

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

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

Motion Made By: ___ 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 Economic Update Spring 2018

Spring 2018 shows Hyde County emerging from the restful sleep of the sluggish winter economy with the promise of an economic resurgence with the coming summer season.

2017 was a successful economic year marked by growth and the creation and expansion of new small businesses on the Hyde County mainland and Ocracoke Island.

Hyde County Revolving Loan Fund

Substantial business growth can be contributed to the Hyde County Revolving Loan Fund which finances small business creation and growth through low interest loans. Small businesses currently benefiting from RLF funding and contributing to the Hyde County economy include a new brewery, gas and service station, transportation and manufacturing facilities, oyster aquaculture businesses, motels, restaurants and other valuable service industries.

Staff in the Hyde County Office of Economic Development and Planning work with emerging and existing small businesses to find the resources small businesses need to survive and expand. This assistance coupled with the spirit of small business entrepreneurship is growing Hyde one small business at a time.

Passenger Ferry Service to Ocracoke Island

Hyde County is excited to partner with NC DOT Ferry Division to offer a passenger ferry service from Hatteras to Silver Lake in Ocracoke Island starting this summer. This exciting new transportation system to the island will give tourists an opportunity to explore the island without having to worry about traffic or parking.

The Ocracoke Express will whisk passengers into Ocracoke Village where a number of transportation options will be available to passenger ferry riders including a tram system and rental businesses offering private vehicles, golf carts and bicycles.

The new passenger ferry service is expected to enhance the summer island economy and business owners are well poised to serve our visitors and meet the new needs being created.

Value Added Agriculture and Oyster Aquaculture

There is not a more beautiful sight to behold than that of a sea of freshly turned black dirt as far as the eye can see. That is just what one can view driving through mainland Hyde County this spring. Farmers are excited about this new planting season and the bounty that will follow this summer.

Hyde County Office of Economic Development and Planning are continually working to get the goodness that grows in Hyde to tables across the state. Pamlico Shore Potatoes, Mattamuskeet Onions, sweet potatoes, watermelons and other produce are being grown, bagged, marketed and developed to grow Hyde's economy.

In addition, oyster aquaculture is a promising industry in Hyde County. Both the mainland and island can boast successful oyster farming businesses with great expectations of further growth in the future. Look for product from Devil Shoals Oysters and Clams, Woccocon Oyster, Mattamuskeet Crab Company and Rose Bay Oysters coming to a table near you.

Hyde County Office of Economic Development & Planning

Our offices are here to support the small businesses and economy of the county. Please do not hesitate to contact us with questions or assistance. We understand that each small business opportunity is unique and requires an evolving set of resources to bring dreams to economic reality. No project is too great or too small and we are here to help your small business grow in Hyde County.

Contact:

Kris Cahoon Noble

Assistant County Manager

Director of Economic Development & Planning

knoble@hydecourtnc.gov (252) 926-4178

Manager's Calendar (April 2018)

1	Easter Sunday
2	7 am-Ferry to SQ; 2pm-Amanda Corbett(BHM Library); 6pm-BOC Meeting
3	6am-Eye Surgery; 1pm-NCLMO Julie Hall Insurance
4	11am-Dr. Appt.; Advertise RFP Trams; Chris Mc-Hyde Judeship
5	10am-call with Billy; 4:30pm-Ferry to Ocracoke
6	Ocracoke Office
7	
8	Pick up boxes hotline delivery
9	10am-Ferry to SQ; 11am-Conf. Call with Joe & Henri McClees concerning court matters;3pm-Golden Leaf CBGI Entrepreneurship Project Team meeting in Williamston
10	11am-NC Community Foundation webinar
11	11:30-met with Judge McLendon; 12:30pm-Elections budget meeting; 2pm-IT budget meeting; 2:30pm-Sr. Center budget meeting; 3pm-Health budget meeting
12	9am-Maintenance budget meeting; 9:30am-Solid Waste budget meeting; 1:30pm-Ferry to Ocracoke
13	9am-Conf. call with Viddia Torbett(Kris handled); Tim Buck call; Anne Baum call
14	Tideland/NCEMC tour of Microgrid
15	
16	10am-Ferry to SQ; 5:30pm-Waterways Commission Meeting
17	Surgery-Part 2
18	12:10pm-Follow up appointment; 12:30-Franz Holscher; 1pm-Conference call with Joe & Henry McClees and Franz (derelic boats); Katherine Kosack red wolf call
19	9am-RLF Committee (Conf. Call); 10am-4pm-Budget Discussions; 4:30pm-Ferry to Ocracoke; Will Faircloth ; Neil Emory NCACC; 4:30 ferry; Conf. call K Kosack
20	
21	3p.m. Chip Stevens OCBA
22	1pm- Ferry to Cedar Island from Ocracoke Daniel Brinn
23	NCBIWA Local Governments Meeting in Pine Knoll Shores
24	NCBIWA Local Governments Meeting in Pine Knoll Shores
25	10am-RPO Meeting; 4H Livestock Show
26	4:30pm-Ferry to Ocracoke
27	9 a.m. RFP opening trams; 7 p.m. Island Inn Stakeholder meeting
28	
29	
30	7 a.m. ferry; 7:15 conf call Tom Pahl; Budget Discussions afternoon Corrinne and Kris

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: May 7, 2018
Presenter: Citizens
Attachment: No

ITEM TITLE: PUBLIC COMMENTS

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

RECOMMEND: Receive comments.

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: May 7, 2018
Presenter: Board of Commissioners

ITEM TITLE: CLOSED SESSION

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

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

RECOMMEND: Enter into Closed Session if required.

Motion Made By: <input type="checkbox"/> Earl Pugh, Jr. (Enter) <input type="checkbox"/> Barry Swindell <input type="checkbox"/> Dick Tunnell <input type="checkbox"/> Ben Simmons <input type="checkbox"/> Tom Pahl	Motion Seconded By: <input type="checkbox"/> Earl Pugh, Jr. <input type="checkbox"/> Barry Swindell <input type="checkbox"/> Dick Tunnell <input type="checkbox"/> Ben Simmons <input type="checkbox"/> Tom Pahl	Vote: <input type="checkbox"/> Earl Pugh, Jr. <input type="checkbox"/> Barry Swindell <input type="checkbox"/> Dick Tunnell <input type="checkbox"/> Ben Simmons <input type="checkbox"/> Tom Pahl
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Motion Made By: <input type="checkbox"/> Earl Pugh, Jr. (Exit) <input type="checkbox"/> Barry Swindell <input type="checkbox"/> Dick Tunnell <input type="checkbox"/> Ben Simmons <input type="checkbox"/> Tom Pahl	Motion Seconded By: <input type="checkbox"/> Earl Pugh, Jr. <input type="checkbox"/> Barry Swindell <input type="checkbox"/> Dick Tunnell <input type="checkbox"/> Ben Simmons <input type="checkbox"/> Tom Pahl	Vote: <input type="checkbox"/> Earl Pugh, Jr. <input type="checkbox"/> Barry Swindell <input type="checkbox"/> Dick Tunnell <input type="checkbox"/> Ben Simmons <input type="checkbox"/> Tom Pahl
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Action Taken:

Motion Made By: <input type="checkbox"/> Earl Pugh, Jr. <input type="checkbox"/> Barry Swindell <input type="checkbox"/> Dick Tunnell <input type="checkbox"/> Ben Simmons <input type="checkbox"/> Tom Pahl	Motion Seconded By: <input type="checkbox"/> Earl Pugh, Jr. <input type="checkbox"/> Barry Swindell <input type="checkbox"/> Dick Tunnell <input type="checkbox"/> Ben Simmons <input type="checkbox"/> Tom Pahl	Vote: <input type="checkbox"/> Earl Pugh, Jr. <input type="checkbox"/> Barry Swindell <input type="checkbox"/> Dick Tunnell <input type="checkbox"/> Ben Simmons <input type="checkbox"/> Tom Pahl
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