

**TENTATIVE AGENDA & MEETING NOTICE  
BOARD OF COUNTY COMMISSIONERS**

**TUESDAY, APRIL 3, 2018  
8:30 A.M.**

**WATAUGA COUNTY ADMINISTRATION BUILDING  
COMMISSIONERS' BOARD ROOM**

<b>TIME</b>	<b>#</b>	<b>TOPIC</b>	<b>PRESENTER</b>	<b>PAGE</b>
8:30	1	CALL REGULAR MEETING TO ORDER		
	2	APPROVAL OF MINUTES: March 20, 2018, Regular Meeting March 20, 2018, Closed Session		1
	3	APPROVAL OF THE APRIL 3, 2018, AGENDA		9
8:35	4	PROPOSED PROCLAMATION ESTABLISHING "GREENING MY PLATE" MONTH	MR. BILL MORETZ MS. MARGIE MANSURE	11
8:40	5	REQUEST TO RENEW LEASE FOR USE OF COUNTY SPACE FOR WEEKDAY FARMERS' MARKET	MS. COURTNEY BAINES	13
8:45	6	PROPOSED COMMUNITY PRIDE WEEK PROCLAMATION	MS. PAMELA THOMAS	19
8:50	7	COMMUNICATIONS AND EMERGENCY SERVICES MATTERS	MR. JEFF VIRGINIA	
		A. Proposed Proclamations Declaring April 8-14, 2018, As National Public Safety Telecommunicators Week In Watauga County		23
		B. Proposed Proclamation Recognizing Telecommunicators Melissa Harmon, David Hill, Penny Roark, And Aaron Ward For Actions Taken That Contributed To Saving The Lives Of Others		27
8:55	8	BUDGET AMENDMENTS	MS. MARGARET PIERCE	31
9:00	9	REQUEST FOR ACCEPTANCE OF THE FY 2018 SHIIP/MIPPA GRANT/CONTRACT	MS. ANGIE BOITNOTTE	33
9:05	10	MISCELLANEOUS ADMINISTRATIVE MATTERS	MR. DERON GEOUQUE	
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10:10	12	BREAK		59
10:15	13	CLOSED SESSION Attorney/Client Matters – G. S. 143-318.11(a)(3) Land Acquisition – G. S. 143-318.11(a)(5)(i)		59
10:25	14	ADJOURN		

**AGENDA ITEM 2:**

**APPROVAL OF MINUTES:**

March 20, 2018, Regular Meeting

March 20, 2018, Closed Session

**DRAFT**

**MINUTES**

**WATAUGA COUNTY BOARD OF COMMISSIONERS  
TUESDAY, MARCH 20, 2018**

The Watauga County Board of Commissioners held a regular meeting, as scheduled, on Tuesday, March 20, 2018, at 5:30 P.M. in the Commissioners' Board Room of the Watauga County Administration Building, Boone, North Carolina.

PRESENT: John Welch, Chairman  
Billy Kennedy, Vice-Chairman  
Jimmy Hodges, Commissioner  
Larry Turnbow, Commissioner  
Perry Yates, Commissioner  
Anthony di Santi, County Attorney  
Deron Geouque, County Manager  
Anita J. Fogle, Clerk to the Board

Chairman Welch called the meeting to order at 5:33 P.M.

Commissioner Yates opened with a prayer and Vice-Chairman Kennedy led the Pledge of Allegiance.

**APPROVAL OF MINUTES**

Chairman Welch called for additions and/or corrections to the February 19 & 21, 2018, special meeting minutes as well as the March 6, 2018, regular meeting and closed session minutes.

Commissioner Hodges, seconded by Commissioner Yates, moved to approve the February 19 & 21, 2018, regular meeting minutes as presented.

VOTE: Aye-5  
Nay-0

Commissioner Hodges, seconded by Commissioner Yates, moved to approve the March 6, 2018, regular meeting minutes as presented.

VOTE: Aye-5  
Nay-0

Commissioner Hodges, seconded Commissioner Yates, moved to approve the March 6, 2018, closed session minutes as presented.

VOTE: Aye-5  
Nay-0

**APPROVAL OF AGENDA**

Chairman Welch called for additions and/or corrections to the March 20, 2018, agenda.

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to approve the March 20, 2018, agenda as presented.

VOTE: Aye-5  
Nay-0

**WATAUGA COUNTY SCHOOL SYSTEM LOTTERY FUNDS REQUEST**

Dr. Scott Elliott, Watauga County Schools Superintendent, requested approval of applications for Education Lottery Funds. A total amount of \$117,500 is being requested. \$60,000 is to replace the phone intercom and bell systems at Cove Creek Elementary School and \$57,500 for a new fire alarm system at Valle Crucis Elementary School. Dr. Elliott stated that the phone intercom and bell systems are being replaced Countywide, one school at a time. Dr. Elliott gave a brief update stating that he had met with the County Manager and discussed facility needs and capital improvement plans earlier in the day.

Commissioner Yates, seconded by Commissioner Turnbow, moved to approve the \$117,500 request for lottery funds to be utilized for phone intercom, bell, and fire systems as requested by Dr. Elliott.

VOTE: Aye-5  
Nay-0

**OPIOID LITIGATION PRESENTATION**

Mr. Mike Fox, with Tuggle Duggins Attorneys at Law, and Mr. Garry Whitaker, Attorney with McHugh Fuller Law Group, PLLC, presented information on the opioid epidemic. Mr. Whitaker and Mr. Fox presented statistics and data encouraging the Board to join in an opioid litigation by pursuing all civil remedies against those in the chain of distribution of prescription opiates responsible for the opioid epidemic which is plaguing Watauga County, North Carolina, including, but not limited to, filing a claim for public nuisance to abate the damages caused thereby. Mr. Fox stated that thirty-five counties in North Carolina were in various stages of approving litigation. Twenty-six counties have filed suits to date.

Discussion was held and then tabled for closed session to allow for consultation with the County Attorney.

*[Clerk's Note: Action was taken after closed session.]*

## **PARKS AND RECREATION MATTERS**

### ***A. Vehicle Bid Award Request***

Mr. Stephen Poulos, Parks and Recreation Director, stated that vehicle bids were solicited for one (1) new 2018 Ford F150 pickup truck. The following three (3) bids, which include tax and tag fees, were received:

Ashe County Ford of West Jefferson	\$22,884.36
Duncan Ford of Blacksburg	\$22,831.83
Asheville Ford Lincoln	\$22,099.97

Asheville Ford Lincoln is the lowest responsible bidder in the amount of \$22,099.97.

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to award the bid to Asheville Ford Lincoln for one (1) new 2018 Ford F150 pickup truck in the amount of \$22,099.97 which includes taxes and tag fees.

VOTE: Aye-5  
Nay-0

## **PARKS AND RECREATION MATTERS**

### ***B. Out-of-State Travel***

Mr. Poulos stated that a trip, traveling to Abingdon, Virginia, to attend a play at the Barter Theater, has been scheduled for the older adult population. Mr. Poulos and Ms. Keron Poteat, Recreation Specialist II, will be providing transportation and assistance for the trip and lunch. Mr. Poulos requested authorization for out-of-state travel for himself and Ms. Poteat.

Commissioner Hodges, seconded by Commissioner Yates, moved to authorize the out-of-state travel to Abingdon, Virginia, for Mr. Stephen Poulos and Ms. Keron Poteat as requested.

VOTE: Aye-5  
Nay-0

## **TAX MATTERS**

### ***A. Monthly Collections Report***

Tax Administrator, Mr. Larry Warren, presented the Tax Collections Report for the month of February 2018. This report was presented for information only and, therefore, no action was required.

### ***B. Refunds and Releases***

Mr. Warren presented the Refunds and Releases Report for February 2018 for Board approval:

TO BE TYPED IN MINUTE BOOK

Commissioner Turnbow, seconded by Commissioner Yates, moved to approve the Refunds and Releases Report for February 2018, as presented.

VOTE: Aye-5  
Nay-0

## **MISCELLANEOUS ADMINISTRATIVE MATTERS**

### ***A. Boards and Commissions***

County Manager Geouque presented the following:

#### **W.A.M.Y. Community Action**

Ms. Joy Coffey's final term as a Public Sector representative for Watauga County ended on February 8, 2018. Ms. Melissa Soto, Executive Director of W.A.M.Y. Community Action, Inc., has requested a Commissioner or appointee be appointed to fill one four-year term. A volunteer application has been received from Mr. George Winkler who has expressed interest in serving.

Ms. Soto has stated that the W.A.M.Y. Board meets bi-monthly on the 2nd Tuesday at 5:00 P.M. The meetings are held in the Commissioners' Board Room in Avery County. The next meeting is their Board Retreat (and a great time for a new member to begin) which will be held in the Boone office on April 7 at 10:00 A.M. The next regular meeting will be May 8, 2018.

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to waive the second reading and appoint Mr. George Winkler to serve as the Watauga County representative on the W.A.M.Y. Community Actions, Inc., Board.

VOTE: Aye-5  
Nay-0

### ***B. Announcements***

County Manager Geouque announced that the Watauga County Planning & Inspections, Veteran's Service Office, and the Red Cross Office are moving on Wednesday, March 21, 2018, to the 2<sup>nd</sup> Floor of the Health Department Building located at 126 Poplar Grove Connector. The entrance to these offices will be at the lower level on the side facing the Human Services Building (Social Services/Project on Aging).

Chairman Welch announced that the Watauga County Health Leadership Forum will be held on Friday, April 13, 2018, from 10:00 A.M. to 12:30 P.M. in the Watauga Medical Center Auditorium. The Keynote Speaker will be Mr. Danny Staley, Director of the North Carolina Division of Public Health. Mr. Staley will speak on the opioid epidemic. County Manager Geouque stated that Mr. Staley served as the Director of Appalachian District Health Department prior to his current position.

**PUBLIC COMMENT**

Mr. Terry Hamilton shared his gratitude to the Board for support of the Library. Mr. Hamilton is a long-time volunteer and patron of the Library.

Sheriff Hagaman shared remarks on the opioid issue. The Sheriff stated that there had been ten lives saved during the past one and one-half years with Narcan. The Sherriff also stated that Watauga County has a Mental Health Task Force through which Daymark Recovery Services has been following up with those admitted to the Emergency Department on a Narcan overdose. The Sheriff then introduced Ms. Mollie Mellishrencken who has served as an intern with the Sheriff's Office. Ms. Mellishrencken is a Watauga County native and Hardin Park parent who will be graduating from Appalachian State University this spring with a degree in Social Work and will then begin a graduate dual concentration program in individual clinical practice and community and organizational management.

Ms. Mollie Mellishrencken stated that she had recently anonymously interviewed forty-two offenders. Among the statistics collected, Ms. Mellishrencken shared that charges against the offenders included 40% being probation violations, 20% being larceny/theft, and 16% being possession of drugs. Of those, 42% were directly related to drugs. Out of the remaining 58%, 75% were indirectly related to drugs with 68% of those being methamphetamines, 38% being marijuana, and 28% being heroin with some using multiple drugs. Ms. Mellishrencken offered to provide her full report to those interested.

**CLOSED SESSION**

At 6:37 P.M., Commissioner Turnbow, seconded by Vice-Chairman Kennedy, moved to enter Closed Session to discuss Attorney/Client Matters, per G. S. 143-318.11(a)(3), Land Acquisition, per G. S. 143-318.11(a)(5)(i) and Personnel Matters, per G. S. 143-318.11(a)(6).

VOTE: Aye-5  
Nay-0

Commissioner Turnbow, seconded by Vice-Chairman Kennedy, moved to resume the open meeting at 7:03 P.M.

VOTE: Aye-5  
Nay-0

**POSSIBLE ACTION AFTER CLOSED SESSION**

Commissioner Yates, seconded by Commissioner Turnbow, moved to adopt a resolution declaring the opioid crisis a public nuisance which must be abated for the benefit of Watauga County and its residents and citizens.

VOTE: Aye-5  
Nay-0

Commissioner Turnbow, seconded by Vice-Chairman Kennedy, moved to give authority for Watauga County to be represented by McHugh Fuller Law Group, PLLC, to pursue all civil remedies against those in the chain of distribution of prescription opiates responsible for the opioid epidemic which is plaguing Watauga County, North Carolina, including, but not limited to, filing a claim for public nuisance to abate the damages caused thereby.

VOTE: Aye-5  
Nay-0

Commissioner Turnbow, seconded by Vice-Chairman Kennedy, moved to approve a five-year extension of County Manager, Deron Geouque's, employment contract which includes an annual salary of \$135,000 and a \$500 per month vehicle allowance.

VOTE: Aye-5  
Nay-0

**ADJOURN**

Commissioner Yates, seconded by Commissioner Turnbow, moved to adjourn the meeting at 7:10 P.M.

VOTE: Aye-5  
Nay-0

John Welch, Chairman

ATTEST:  
Anita J. Fogle, Clerk to the Board



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**AGENDA ITEM 3:**

**APPROVAL OF THE APRIL 3, 2018, AGENDA**

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**AGENDA ITEM 4:**

**PROPOSED PROCLAMATION ESTABLISHING “GREENING MY PLATE” MONTH**

**MANAGER’S COMMENTS:**

Mr. Bill Moretz will request the Board to proclaim the month of April 2018 as “Greening My Plate Month.” The purpose of the proclamation is to bring awareness to the benefits of locally grown fruits and vegetables and recognize and celebrate the farmers who provide this produce.

Board action is requested to adopt the proclamation as presented.

STATE OF NORTH CAROLINA

COUNTY OF WATAUGA



**Greening My Plate Month  
Proclamation**

**WHEREAS**, purchasing local food supports local farm families and food producers who contribute to our community; and

**WHEREAS**, fresh, locally produced food is best for the health of our citizens; and

**WHEREAS**, building a local food system enhances the food security of our community; and

**WHEREAS**, supporting local family farms preserves genetic diversity, important for the future of the human race.

**NOW, THEREFORE, BE IT PROCLAIMED** that the Watauga County Board of Commissioners thereby proclaims the month of April, 2018, as Greening My Plate Month, throughout which spring and our growing season will be celebrated through a variety of community events.

**ADOPTED** this the 3<sup>rd</sup> day of April, 2018.



\_\_\_\_\_  
John Welch, Chairman  
Watauga County Board of Commissioners

ATTEST:

\_\_\_\_\_  
Anita J. Fogle, Clerk to the Board

**AGENDA ITEM 5:**

**REQUEST TO RENEW LEASE FOR USE OF COUNTY SPACE FOR WEEKDAY FARMERS' MARKET**

**MANAGER'S COMMENTS:**

Ms. Courtney Baines, Executive Director – Blue Ridge Women in Agriculture, will request the Board renew the license allowing the weekday Farmers Market at the Human Service parking lot. The main modification to the lease is increasing from one year to a three year term. A continued point of consideration would be to ensure that the market does not impact County operations as the request will be for the market to start around 4:00 PM.

Board direction is required.

STATE OF NORTH CAROLINA

COUNTY OF WATAUGA

**FARMERS’ MARKET LICENSE AGREEMENT**

This Farmers’ Market License Agreement (“Agreement”) is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ (the “Effective Date”) between Licensor, Watauga County (the “County”), a Corporation Politic, and Licensee, Blue Ridge Women in Agriculture (“BRWIA”), a Non Profit Corporation incorporated under the laws of the State of North Carolina.

- A. BRWIA desires to operate a Farmers’ Market that will benefit the Community by offering quality, local food and products, and help promote local farmers in our area.
- B. The parties are entering into this Agreement in order for BRWIA to operate a Farmers’ Market on the County’s property.

NOW THEREFORE, in consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Grant of Permission. In consideration of BRWIA’s promises contained in this Agreement, The County gives permission, revocable and terminable except as provided below, to BRWIA to enter on the real property of The County described below (the “Premises”) for the purpose of using it for operating a local farmers’ market, all on the terms and conditions set forth in this Agreement, all of which BRWIA promises to comply and abide with.

2. Description of Property. The following is a description of the Premises, which BRWIA is permitted to enter:

Leased Premises:                    The grassy area in front of the Watauga County Department of Social Services and the parking lot at the Watauga County complex housing the Department of Social Services and the Department of Health. The Leased Premises are bordered by King Street and Poplar Grove Road Extension.

Site:                                    132 Poplar Grove Connector, Boone, NC, 28607

3. No Monetary Consideration. The permission granted to BRWIA under this Agreement

is given to BRWIA as an accommodation to BRWIA and it shall be without charge to BRWIA. BRWIA acknowledged the title of the County to the Premises and agrees never to resist or deny such a title.

4. Term. The term of this License shall be from May 1, 2018 through May 1, 2021, operating only during the months of May through October.

5. Use. Use of the Premises shall be limited to the operation of a farmers' market and subject to the following terms and conditions:

- The setup time for the Farmers' Market will run from 3:00-4:00 P.M., and the breakdown time for the Farmers' Market will run from 7:00-8:00 P.M.
- Operation of the Farmers' Market shall be on Tuesdays from 4:00 P.M. until 7:00 P.M.
- The Farmers' Market shall be open to the public
- BRWIA shall have non exclusive use of the parking lot adjacent to the grassy area
- No vehicles shall be permitted on the grassy areas
- The entrance to the Businesses on the adjacent County property shall not be blocked
- During all times of operation, BRWIA shall provide at least one individual who will serve as a parking attendant and who shall directly limit parking such that there shall always be available approximately twenty (20) open parking spaces between the hours of 4:00- 5:00 P.M. for use of those conducting business on the County property.
- BRWIA shall not use the Premises, and shall not perform or permit any of BRWIA's guests, invitees, or BRWIAs to perform any disorderly conduct or commit any nuisance on such property or to use such property in any way so as to interfere with the exercise by other BRWIAs of the privileges set forth in this Agreement.

6. No Buildings or Structures. BRWIA shall not erect any permanent buildings or other structures on the Premises, or erect, or having erected or installed, permit to retain on the Premises any temporary structures, fixtures, shelters, attachments or other things attached to or being on such Premises and placed on the Premises by BRWIA or the guests or invitees of BRWIA.

7. Protection of Vegetation. BRWIA shall not cut, mutilate, or injure, or permit any of BRWIA's guests, invitees, or BRWIAs to cut, mutilate, or injure any growing trees or shrubbery on the Premises.

8. Fire Protection and Sanitation. BRWIA shall comply with all rules and regulations, whether federal, state, county, or municipal, relating to the occupancy and use of the Premises, and shall take all reasonable precautions to prevent or suppress fires on such property, and, so far as may be required, shall install and maintain at BRWIA's sole expense suitable and adequate sanitary facilities acceptable to the County.

9. Indemnification. BRWIA shall exercise its privileges under and pursuant to this Agreement at its own risk, and, irrespective of any negligence of the County, BRWIA shall indemnify and hold the County harmless from and against any and all liability for damages, costs, losses, and expenses resulting from, arising out of, or in any way connected with, the occupation or use of the Premises by BRWIA, or the BRWIAs, invitees, or guests of BRWIA, or



the failure on the part of BRWIA to perform fully all and singular BRWIA's promises contained in this Agreement. The County shall not be liable to BRWIA if for any reason whatsoever BRWIA's occupation or use of the Premises under and pursuant to this Agreement shall be hindered or disturbed.

10. Taxes; Liens.

A. BRWIA shall pay all taxes and assessments that may be imposed or levied on the Premises of BRWIA or anyone claiming under BRWIA on such Premises and shall keep such property free and clear of any and all liens for labor performed or materials furnished at the instance or request of BRWIA or anyone claiming under BRWIA.

B. BRWIA shall pay for all utility and other services furnished to or for BRWIA on the Premises.

11. License not Assignable. BRWIA's privileges under this Agreement shall not be assignable by BRWIA in whole or in part.

12. Termination. In the event BRWIA shall fail to comply with or abide by each and all of the provisions of this Agreement or to keep all and singular BRWIA's promises contained in this Agreement, the County shall give BRWIA ten (10) days written notice to cure said default. In the event BRWIA has not effectively cured the default within said ten (10) day period, the County shall thereafter have the right to terminate this Agreement immediately upon written notice at any time.

13. Removal of Property. On revocation, surrender, or other termination of the permission granted by this Agreement, BRWIA shall quietly and peaceably surrender the Premises occupied by BRWIA's entry on such property under this Agreement and shall remove any and all fixtures, equipment, and other things placed by BRWIA on such property, and if BRWIA shall fail to do so, the County shall have the right to make such removal at BRWIA's expense, the amount of which expense BRWIA shall pay to the County on demand, and, of the County shall so elect, it shall have the right to take possession of and appropriate to itself without payment of any property of BRWIA, or anyone claiming under BRWIA, then remaining on the above-described property.

14. No Waiver. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as subsequently waiving any such terms and condition, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

15. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of North Carolina.

16. Notices. Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this Agreement.

17. Entire Agreement. This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

18. Modification of Agreement. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

19. Assignment of Rights. The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior express, and written consent of the other party.

20. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

WITNESS the signatures of the parties, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

LISCENSOR:

WATAUGA COUNTY, A BODY POLITIC  
OF THE STATE OF NORTH CAROLINA

By: \_\_\_\_\_  
Deron Geouque, Manager

LICENSEE:

BLUE RIDGE WOMEN IN AGRICULTURE

By: \_\_\_\_\_  
Courtney Baines, Executive Director

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**AGENDA ITEM 6:**

**PROPOSED COMMUNITY PRIDE WEEK PROCLAMATION**

**MANAGER'S COMMENTS:**

Ms. Pamela Thomas, Recycling Coordinator, will present a proposed proclamation declaring Monday, May 7 through Saturday, May 12, 2018, as Community Pride Week in Watauga County. Hazardous Household Waste Day will be held during the Community Pride Week on Saturday, May 12, 2018 from 8:00 AM to 12:00 PM. The event is conducted each year by Sanitation staff and has proven to be very popular with the County's citizens.

Board action is required to proclaim the week of May 7 through May 12, 2018, as Community Pride Week.

Watauga County  
Sanitation Department  
Recycling Office

# Memo

**To:** Deron Geouque  
**From:** Pamela Thomas  
**CC:** JV Potter, Donna Watson  
**Date:** March 16, 2018  
**Re:** 2018 Annual Community Pride Week

---

This is a request for permission to recognize and hold the annual Community Pride Week on the week of May 7<sup>th</sup> - May 12<sup>th</sup>, 2018. Community Pride Week would be held the same week of our Household Hazardous Waste Day, which will be held on Saturday, May 12<sup>th</sup>, 2018 from 8:00 am-12 pm. Community Pride Week is held with the intention of improving our county's appearance by providing residents with free disposal of appliances, tires, furniture, metal, concrete, asphalt (no asphalt shingles), brick, block, rocks and brush (no stumps).



STATE OF NORTH CAROLINA  
COUNTY OF WATAUGA

**COMMUNITY PRIDE WEEK PROCLAMATION**

May 7<sup>th</sup>- May 13<sup>th</sup>, 2018

**WHEREAS**, Watauga County is the beneficiary of an abundance of natural resources, including clean air and water, some of the oldest, most scenic mountains in the world, cascading waterfalls, wildlife, pristine rivers and streams, rolling hills and pastureland; and

**WHEREAS**, working together to protect and conserve these natural resources is essential to the continued quality of life for the residents of the County; and

**WHEREAS**, the May 2018 observance of Community Pride Week provides a unique opportunity for individuals and groups to promote and raise awareness of environmental stewardship by setting goals and taking actions to lessen the negative impact on the environment; and

**WHEREAS**, the goal of Community Pride Week is to improve the appearance and character of Watauga County by removing litter and other debris from roadways, waterways and public and private lands; and

**WHEREAS**, residents will be allowed to dispose of brush, metal, furniture, appliances, tires, rocks, cement, cement blocks and asphalt at the Watauga County Sanitation Department May 7<sup>th</sup> - May 12<sup>th</sup> and dispose of residential household hazardous waste on May 12<sup>th</sup> for no charge. *(This does not apply to commercial haulers or businesses.)*

**NOW, THEREFORE BE IT PROCLAIMED**, by the Watauga County Board of Commissioners that May 7<sup>th</sup> – May 12<sup>th</sup>, 2018, be declared **COMMUNITY PRIDE WEEK** throughout the County and encourage all County residents to work together to ensure the preservation of our natural resources now and for future generations.

**ADOPTED** this, the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
John Welch, Chairman  
Watauga County Board of Commissioners

ATTEST:

\_\_\_\_\_  
Anita J. Fogle, Clerk to the Board



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**AGENDA ITEM 7:**

**COMMUNICATIONS AND EMERGENCY SERVICES MATTERS**

- A. Proposed Proclamation Declaring April 8-14, 2018, As National Public Safety Telecommunicators Week In Watauga County*

**MANAGER'S COMMENTS:**

Mr. Jeff Virginia, Emergency Services Director, will request the Board adopt a Proclamation Declaring April 8-14, 2018, As National Public Safety Telecommunicators Week In Watauga County.

Board action is requested to adopt the proclamation as presented.





# WATAUGA COUNTY

040318 BCC Meeting

## Department of Communications & Emergency Services

184 Hodges Gap Road Suite D ♦ Boone, North Carolina 28607 Phone (828) 264-3761

FAX (828) 265-7617

Jeff Virginia-Director

Email: [Jeff.Virginia@watgov.org](mailto:Jeff.Virginia@watgov.org)

### MEMORANDUM

March 26, 2018

To: Watauga County Board of Commissioners

From: Jeff Virginia

Ref: Recognition of Telecommunicators

Cc: Deron Geouque

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In light of the upcoming National Telecommunicators Week I would like to submit a proclamation and request the Watauga County Board of Commissioners declare the week of April 8 through 14, 2018, to be National Public Safety Telecommunicators Week in Watauga County. I would also like to recognize four Telecommunicators that were instrumental in assisting with life saving measures that ultimately helped save the lives of several Watauga County residents.

Melissa Harmon, gave CPR instruction for a unresponsive and non breathing infant.

David Hill, gave CPR instruction for a unresponsive and non breathing adult.

Penny Roark, gave CPR instruction for a unresponsive and non breathing adult.

Aaron Ward, gave CPR instruction for a unresponsive and non breathing adult.

Melissa Harmon and David Hill, gave life saving instructions for residents trapped in a structure fire.

Although these four Telecommunicators were able to assist in saving a life, all of the Watauga County Telecommunicators use their training and experience on a daily basis to assist all Watauga County residents in their time of need.

State of North Carolina

County of Watauga

# PROCLAMATION

## National Public Safety Telecommunicators Week April 8-14, 2018

**WHEREAS**, emergencies can occur at any time that require police, fire or emergency medical services; and,

**WHEREAS**, when an emergency occurs the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and,

**WHEREAS**, the safety of our emergency personnel is dependent upon the quality and accuracy of information obtained from citizens who telephone the Watauga County Communications Center; and,

**WHEREAS**, Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and,

**WHEREAS**, Public Safety Telecommunicators are the single vital link for our police officers and firefighters by monitoring their activities by radio, providing them information and insuring their safety; and,

**WHEREAS**, Public Safety Telecommunicators of the Watauga County Communications and Emergency Services Department have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and,

**WHEREAS**, each dispatcher has exhibited compassion, understanding and professionalism during the performance of their job in the past year.

**NOW THEREFORE BE IT RESOLVED** that the Watauga County Board of Commissioners declares the week of April 8 through 14, 2018, to be ***National Public Safety Telecommunicators Week in Watauga County***, in honor of the men and women whose diligence and professionalism keep our county and citizens safe.

**ADOPTED** this 3rd day of April, 2018.



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John Welch, Chairman  
Watauga County Board of Commissioners

ATTEST:

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Anita J. Fogle, Clerk to the Board

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**AGENDA ITEM 7:**

**COMMUNICATIONS AND EMERGENCY SERVICES MATTERS**

*B. Proposed Proclamation Recognizing Telecommunicators Melissa Harmon, David Hill, Penny Roark, And Aaron Ward For Actions Taken That Contributed To Saving The Lives Of Others*

**MANAGER'S COMMENTS:**

Mr. Jeff Virginia, Emergency Services Director, will request the Board adopt a Proclamation Recognizing Telecommunicators Melissa Harmon, David Hill, Penny Roark, And Aaron Ward For Actions Taken That Contributed To Saving The Lives Of Others.

Board action is requested to adopt the proclamation as presented.



# WATAUGA COUNTY

040318 BCC Meeting

## Department of Communications & Emergency Services

184 Hodges Gap Road Suite D ♦ Boone, North Carolina 28607 Phone (828) 264-3761

FAX (828) 265-7617

Jeff Virginia-Director

Email: [Jeff.Virginia@watgov.org](mailto:Jeff.Virginia@watgov.org)

### MEMORANDUM

March 26, 2018

To: Watauga County Board of Commissioners

From: Jeff Virginia

Ref: Recognition of Telecommunicators

Cc: Deron Geouque

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In light of the upcoming National Telecommunicators Week I would like to submit a proclamation and request the Watauga County Board of Commissioners declare the week of April 8 through 14, 2018, to be National Public Safety Telecommunicators Week in Watauga County. I would also like to recognize four Telecommunicators that were instrumental in assisting with life saving measures that ultimately helped save the lives of several Watauga County residents.

Melissa Harmon, gave CPR instruction for a unresponsive and non breathing infant.

David Hill, gave CPR instruction for a unresponsive and non breathing adult.

Penny Roark, gave CPR instruction for a unresponsive and non breathing adult.

Aaron Ward, gave CPR instruction for a unresponsive and non breathing adult.

Melissa Harmon and David Hill, gave life saving instructions for residents trapped in a structure fire.

Although these four Telecommunicators were able to assist in saving a life, all of the Watauga County Telecommunicators use their training and experience on a daily basis to assist all Watauga County residents in their time of need.

STATE OF NORTH CAROLINA

COUNTY OF WATAUGA

# PROCLAMATION

RECOGNIZING TELECOMMUNICATORS

**MELISSA HARMON, DAVID HILL, PENNY ROARK AND AARON WARD**  
FOR ACTIONS TAKEN THAT CONTRIBUTED TO SAVING THE LIVES OF OTHERS

**WHEREAS**, the Congress of the United States, and the President of the United States have established the second week of April as National Telecommunicators Week; and

**WHEREAS**, dedicated Telecommunicators daily serve the citizens of Watauga County and many other jurisdictions across the United States by answering emergency calls for police, fire, and emergency medical services, and by dispatching the appropriate assistance as quickly as possible. The citizens of Watauga County depend on the skill, expertise, and commitment of the men and women who answer their 911 calls; and

**WHEREAS**, one such instance occurred when Telecommunicator Melissa Harmon received a 911 call stating her infant child was unresponsive, CPR instructions were given for 7 minutes; and

**WHEREAS**, another such instance occurred when Telecommunicator David Hill received a 911 call stating her 54 year old husband was unresponsive and not breathing, CPR instructions were given for 7 minutes; and

**WHEREAS**, another such instance occurred when Telecommunicator Penny Roark received a 911 call stating their friend was unresponsive and not breathing due to a possible overdose, CPR instructions were given for 7 minutes; and

**WHEREAS**, another such instance occurred when Telecommunicator Aaron Ward received a 911 call stating her husband was on the ground and not breathing, CPR instructions were given for 6 minutes; and

**WHEREAS**, due to these Telecommunicators’ training and experience along with their dedication, their patients were transported to the medical center, treated, and later released.

**NOW, THEREFORE, BE IT PROCLAIMED** that the Watauga County Board of Commissioners on behalf of the citizens of Watauga County, express their heartfelt appreciation to these Telecommunicators for their years of dedicated service as Telecommunicators for the County of Watauga.

**ADOPTED** this the 3rd day of April, 2018.



\_\_\_\_\_  
John Welch, Chairman  
Watauga County Board of Commissioners

ATTEST:

\_\_\_\_\_  
Anita J. Fogle, Clerk to the Board

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**AGENDA ITEM 8:**

**BUDGET AMENDMENTS**

**MANAGER'S COMMENTS:**

Ms. Margaret Pierce, Finance Director, will review budget amendments as included in your packet.

Board approval is requested.





**WATAUGA COUNTY**  
**FINANCE OFFICE**

814 West King St., Suite 216, Boone, NC 28607 Phone (828) 265-8007

**MEMORANDUM**

**TO:** Deron T. Geouque, County Manager  
**FROM:** Margaret Pierce, Finance Director  
**SUBJECT:** Budget Amendments - FY 2017/18  
**DATE:** March 27, 2018

The following budget amendments require the approval of the Watauga County Board of Commissioners. Board approval is requested.

<u>Account #</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>
233317 343109	State Substance Abuse Tax Revenue		5,000
234310 429000	Other Supplies	2,000	
234310 435300	Maintenance Repair Vehicles	3,000	

Per the request of Sheriff Hagaman; to recognize additional funds for other supplies and maintenance/repair to vehicles for the Narcotics Division. These funds are from the State Substance Abuse Tax Fund and additional revenue has been received above projections.

663740 381000	Sale of Recycled Scrap		60,000
667420 469567	Contracted Services - Tub Grinding	60,000	

To recognize additional revenue from the sale of recycled scrap to cover additional expenditures for grinding brush and stumps.

**AGENDA ITEM 9:**

**REQUEST FOR ACCEPTANCE OF THE FY 2018 SHIP/MIPPA GRANT/CONTRACT**

Ms. Angie Boitnotte, Project on Aging Director, will request the Board accept a Medicare Improvements for Patients and Providers Act (MIPPA) grant from the Seniors' Health Insurance Information Program (SHIPP). The grant is in the amount of \$2,566 with no local match required.

Action is requested to accept the MIPPA grant in the amount of \$2,566 to expand low income subsidy outreach and to upgrade technology used for SHIP counseling and activities.



# Watauga County Project on Aging

132 Poplar Grove Connector, Suite A • Boone, North Carolina 28607

Website: [www.wataugacounty.org/aging](http://www.wataugacounty.org/aging) [angie.boitnotte@watgov.org](mailto:angie.boitnotte@watgov.org)

Telephone 828-265-8090 Fax 828-264-2060 TTY 1-800-735-2962 Voice 1-800-735-8262 or 711

## MEMORANDUM

**TO:** Deron Geouque, County Manager

**FROM:** Angie Boitnotte, Director *ASB*

**DATE:** March 29, 2018

**SUBJ:** Request for Board of Commissioners' Consideration – Acceptance of the FY 2018 SHIIP MIPPA Grant/Contract

The Project on Aging is eligible to receive a MIPPA (Medicare Improvements for Patients and Providers Act) grant from the Senior's Health Insurance Information Program (SHIIP) which is a division of the North Carolina Department of Insurance. The grant amount is \$2,566 and does not require a local match.

The funds are to be used to expand Low Income Subsidy (LIS) outreach and enrollment in the county by conducting a minimum of four enrollment clinics in non-traditional locations such as libraries, churches, senior housing complexes, etc.; \$1,000 must be used to upgrade our technology that we use for SHIIP Counseling and activities. Remaining monies will be used for supplies for LIS outreach and education.

I recommend acceptance of these funds and will be present for questions or discussion.

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

Grant Name: Medicare Improvements for Patients and Providers Act  
Federal Awarding Agency: US Department of Health & Human Services,  
Administration for Community Living

CFDA #	93.071	Cost Center:	Fiscal Year: 2017-2018
Grant Award #	1701NCMISH-01	16001659g7	Award Amount \$ 1,566.00
Grant Award #	14AANCMSHI	16001659	Award Amount \$ 1,000.00
Performance Period:	9/29/2017 - 9/29/2018		Federal Award Date: 9/29/17
Account #	536405		Total Award Amount \$ 2,566.00

<b>Recipient:</b> State of North Carolina Department of Insurance SHIIP Division	Contract Between	<b>Subrecipient:</b>
		Name: Watauga Co Project on Aging/LEH Sr Ctr
		County: Watauga
		Tax ID/FIN# 56-6001816
		DUNS # 89988216

This Contract and its attachments shall be completed and returned to the Recipient within 45 days of receiving the electronic document in order for the Recipient to process the award and provide funds to the Subrecipient. The Subrecipient shall provide the Recipient with progress reports and a final report detailing the Subrecipient's use of State funds.

**1. Contract Documents:** This Contract shall consist of the following documents, incorporated herein by reference:

- (1) This Contract;
- (2) General Terms and Conditions for Public Sector Contracts (Attachment A)
- (3) Statement of Work (Attachment B)
- (4) Line Item Budget and Budget Narrative (Attachment C)
- (5) Certifications Regarding, Drug-Free Work-Place; Lobbying; and Debarment, Suspension and Other Responsibility Matters (Attachment D)
- (6) Certification of Eligibility Under the Iran Divestment Act (Attachment E)

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

**2. Precedence Among Contract Documents:** In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

**3. Subrecipient's Duties:** The Subrecipient shall provide the services as described in Attachment B with the terms of this Contract and in accordance with the approved budget in Attachment C. The Subrecipient shall maintain and make available all records, papers, vouchers, books, correspondence or other documentation or evidence at reasonable times for review, inspection or audit by duly authorized officials of the Recipient, the North Carolina State Auditor, or applicable federal agencies. Upon termination of contract as a SHIIP

Coordinating Site, any equipment or property less than five (5) years old purchased by Subrecipient with grant funds to perform SHIP functions shall be returned to the Recipient in good working order. The Subrecipient shall submit to the Recipient all plans, reports, documents or other products that the Recipient may require, in the form specified by the Recipient, including at the least following:

- A) A final budget report of expenses incurred during the contract period date;
- B) A mid-year report of the contracted activities of the Subrecipient due by April 30;
- C) A final comprehensive report within sixty (60) days of project end date; due on or before November 29.

**4. Recipient's Duties:** The Recipient shall reimburse the Subrecipient for the costs of services and activities described in Attachment B and in accordance with the approved budget in Attachment C. The Recipient shall monitor the Subrecipient for compliance with the terms of this Contract; and shall specify all reports and other deliverables required from the Subrecipient. The Recipient shall pay the Subrecipient in the manner and in the amounts specified in the Contract Documents.

a. There are no matching requirements from the Subrecipient.

b. The Subrecipient's matching requirement is \$n/a, which shall consist of:

- In-kind  Cash
- Cash and In-kind  Cash and/or In-kind

The contributions from the Subrecipient shall be source from non-federal funds.

**5. Conflict of Interest Policy:** ~~The Recipient has determined that this Contract is not subject to NCGS 143C-6-22 & 23.~~

III PROCESS

**6. Reversion of Unexpended Funds:** Any unexpended grant funds shall revert to the Recipient upon termination of this Contract.

**7. Grants:** The Subrecipient has the responsibility to ensure that all sub-grantees, if any, provide all information necessary to permit the Subrecipient to comply with the terms and conditions set forth in this Contract. The grant award for the contract is not to be used for Research & Development (R&D).

**8. Payment Provisions:** As provided in NCGS 143C-6-21 this Contract is an annual appropriation of \$100,000 or less to or for the use of a non-profit corporation and payment shall be made in a single annual payment.

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

**For the Recipient:**

R. Van Braxton, Deputy Commissioner  
 SHIIP Division  
 1201 Mail Service Center  
 Raleigh, NC 27699-1201  
 Telephone: 919-807-6900

**For the Subrecipient:**

Billie Lister  
 Watauga Co Project on Aging/LEH Sr Ctr  
 814 W. King St  
 Rm 21  
 Boone, NC 28607  
 Telephone: 828-265-8090

**10. Supplementation of Expenditures of Public Funds:** The Subrecipient assures that funds received under this Contract shall be used only to supplement, not to supplant, the total amount of federal, state and local

public funds the Subrecipient otherwise expends for MIPPA and SHIP services and related programs. Funds received under this Contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Subrecipient's total expenditure of other public funds for such services.

11. **Disbursements:** As a condition of this Contract, the Subrecipient acknowledges and agrees to make disbursements in accordance with the following requirements:
  - a. Implement adequate internal controls over disbursements;
  - b. Pre-audit all vouchers presented for payment to determine:
    - Validity and accuracy of payment;
    - Payment due date;
    - Adequacy of documentation supporting payment; and
    - Legality of disbursement;
  - c. Assure adequate control of signature stamps/plates;
  - d. Assure adequate control of negotiable instruments; and
  - e. Implement procedures to ensure that the account balance is solvent and reconcile the account monthly.
12. **Outsourcing:** The Subrecipient certifies that it has identified to the Recipient all jobs related to the Contract that have been outsourced to other countries, if any. Subrecipient further agrees that it will not outsource any such jobs during the term of this Contract without providing notice to the Recipient.
13. **Executive Order # 24:** NCGS 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.
14. **Audit:** The Recipient reserves the right to conduct an audit through the NCSMP Program Director. The Subrecipient must permit access to records and financial statements by the audit staff of Recipient as necessary.
15. **Federal Certifications:** The Subrecipient agrees to execute the following federal certifications that are attached to this agreement (applicable when receiving federal funds).
  - A. Certification Regarding Lobbying.
  - B. Certification Regarding Department.
  - C. Certification Regarding Drug-Free Workplace Requirements.

16. **Signature Warranty:** The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

**Subrecipient:**

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

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

Division of **SHIP**,

DocuSigned by:  
*Van Braxton*  
BY: \_\_\_\_\_  
7265E5689E85456  
Van Braxton

DATE: 03/29/2018

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


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

**In Process**

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

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

**Contract is not executed until last signature is obtained.**

Reviewed by: 

Controller's Office Review:

**Attachment A**  
**General Terms and Conditions**

**DEFINITIONS**

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

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



collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal and State funds maintain their identity as they are subgranted to other organizations. Pursuant to NCGS 143C-6-23(a)(1), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the State Health Plan for Teachers and State Employees, or other similar medical programs.

- (17) "Subgrantee" has the meaning in NCGS 143C-6-23(a)(3): a non-State entity that receives State funds as a grant from a grantee or from another subgrantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.
- (18) "Unit of Local Government" has the meaning in NCGS 143C-1-1(d)(29): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by NCGS 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

### Relationships of the Parties

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

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

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

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

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

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

**Beneficiaries:** Except as herein specifically provided otherwise, this Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Recipient and the named Subrecipient. 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 Recipient and Subrecipient that any such person or entity, other than the Recipient or the Subrecipient, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

### Indemnity

**Indemnification:** The Subrecipient agrees to indemnify and hold harmless the Recipient, the State of North Carolina, and any of their officers, agents and employees, from any claims of third parties arising out of any act or omission of the Subrecipient in connection with the performance of this Contract.

### Default and Termination

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

**Termination Without Cause:** The Recipient may terminate this contract without cause by giving 60 days

written notice to the Contractor. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the Recipient, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made.

**Termination for Cause:** If, through any cause, the Subrecipient shall fail to fulfill its obligations under this Contract in a timely and proper manner, the Recipient shall have the right to terminate this Contract by giving written notice to the Subrecipient and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Subrecipient under this Contract shall, at the option of the Recipient, become its property and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Subrecipient shall not be relieved of liability to the Recipient for damages sustained by the Recipient by virtue of the Subrecipient's breach of this agreement, and the Recipient may withhold any payment due the Subrecipient for the purpose of setoff until such time as the exact amount of damages due the Recipient from such breach can be determined.

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

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

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

**Survival of Promises:** All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive

the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or state statutes of limitation.

**Health Insurance Portability and Accountability Act (HIPAA):** The Contractor agrees that, if the Recipient determines that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the Recipient may require to ensure compliance.

**Executive Order # 24:** "By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor ( i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who have a contract with a governmental agency; or have performed under such a contract within the past year; or anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and NCGS Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24."

### Intellectual Property Rights

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

## Compliance with Applicable Laws

**Compliance with Laws:** The Subrecipient shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

**Equal Employment Opportunity:** The Subrecipient shall comply with all federal and state laws relating to equal employment opportunity.

## Confidentiality

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

## Oversight

**Access to Persons and Records:** The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with NCGS 147-64.7. Additionally, as the State funding authority, the Recipient and all applicable federal agencies or their agents shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

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

which arise from it, or until the end of the regular five-year period described above, whichever is later.

## Miscellaneous

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

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

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

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

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

**Key Personnel:** The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the Recipient. The term "key personnel" includes any and all persons identified as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

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

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

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

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

**Advertising:** The Subrecipient shall not use the award of this Contract as a part of any news release or commercial advertising, except as allowed in Attachment B.

In Process

# Attachment B

For the period 9/29/2017 - 9/29/2018

## Statement of Work

**Subrecipient:** Watauga Co Project on Aging/LEH Sr Ctr

This statement should be a short summary describing what the Subrecipient does and how the Subrecipient will use these funds. The terms of the contract between the SHIIP office and the agencies require local programs meet these goals for the contract period. The uses of these funds are not limited to but **MUST** include the following activities:

1. Expand Low Income Subsidy (LIS) outreach and enrollment in the county by conducting a minimum of four enrollment clinics during the period 10/1/2017 through 9/29/2018; clinics are to be held in non-traditional locations, i.e., library, church, senior housing complex, etc.
2. Display Monthly Prevention and Wellness Campaign Posters in your respective agency and at SHIIP outreach events during the reporting period, i.e., health fairs, awareness events, etc.;
3. Submit Client Counseling Contact and Public & Media Outreach (NPR) forms in a timely manner through the SHIPTalk website;
4. Work with the Area Agency on Aging in your area to conduct outreach events in the county.
5. \$1,000 must be used to upgrade your technology within your local SHIIP office(s) to be used for SHIIP counseling and activities. Approved items include but not limited: new computer(s), monitor(s), internet service, tablet(s), printer(s), etc.

**In Process**

**Subrecipient Response to Scope of Work:**

1. We plan to expand low income subsidy outreach and enrollment by conducting a minimum of 4 enrollment clinics which will include clinics in low income communities, a clinic at the Hunger and Health Coalition Agency, and at the local dialysis clinic. We will also screen all SHIP clients during appointments to ensure all eligible participants are informed about and assisted in applying for extra help program.
  
2. We will display the monthly prevention and wellness posters at our agency as well as host health presentations monthly. In addition, we will display posters and give out brochures on health and wellness at all health fairs and expos we attend.
  
3. We will submit all client contact and public and media events in a timely manner on the required online reporting site.
  
4. We will work with AAA to conduct outreach by ensuring we notify them of all Medicare 101 and educational events as well as notifying them of all outreach and enrollment events. We will also work with them to determine when and where to schedule additional enrollment or educational events.
  
5. We will use the \$1000 technology grant to upgrade one on-site desk top computer which will be used for SHIP counseling and to purchase one laptop which will be used for outreach events.

**In Process**

## Attachment C

For the period 9/29/2017 - 9/29/2018

# Line Item Budget and Budget Narrative

Provide a budget and short narrative on the use of the funding amount reflected on the contract. Please provide details of all expenses including routine charges. These expenditures may include telephone, postage, salary, equipment purchases, internet services etc. Upon termination of contract as a SHIP Subrecipient, any equipment or property less than five (5) years old purchased by Subrecipient with grant funds to perform SHIP functions shall be returned to the Recipient in good working order.

All budgets must be approved by the Recipient.

**Subrecipient Name:** Watauga Co Project on Aging/LEH Sr Ctr **Award Amount:** \$ 2,566.00

All fields must be completed.

Zero is an acceptable answer.

Must agree to the award amount.

Is this required by your local government?

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

Budget	Amount
Contractual	0
Construction	0
Supplies	666
Equipment	1500
Other	0
Travel	400
Personnel	0
Fringe	0
<b>Total</b>	<b>2,566.00</b>

Written description of planned expenditures:

We plan to purchase one laptop, one desktop computer, paper, ink, and other supplies needed for outreach and counseling, and pay for the travel to the annual required SHIP coordinator's conference.

**Attachment D**  
**Certifications Regarding, Drug-Free Work-Place; Lobbying; and**  
**Debarment, Suspension and Other Responsibility Matters**

**1. Drug-Free Work-Place**

The undersigned (authorized official) certifies that it will provide a drug-free workplace in accordance with the Drug-Free Work-Place Act of 1988, 45 CFR Part 76, subpart F. The certification set out below is a material representation of fact upon which reliance will be placed when awarding the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspensions or termination of grants or government wide suspension or debarment.

The Subrecipient certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an on-going drug-free awareness program to inform employees about—
- (1) The dangers of drug abuse in the workplace;
  - (2) The Subrecipient's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a); above;
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
- (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the Recipient, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to Recipient on whose grant activity the convicted employee was working.
- Notices shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), above, with respect to any employee who is so convicted—
- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

The Subrecipient certifies that, as a condition of the grant, it will not engage in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in conducting any activity with the grant.



## 2. Lobbying

Title 31 of the United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who request or received a Federal grants or cooperative agreement must disclose lobbying undertaking with non-Federal (non-appropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part93).

The undersigned (authorized official) certifies, to the best of his or her knowledge and belief, that:

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

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

## 3. Debarment, Suspension and Other Responsibility Matters

NOTE: In accordance with 45 CFR Part 76, amended June 26, 1995, any debarment, suspension, proposed debarment or other government wide exclusion initiated under the Federal Acquisition Regulation (FAR) on or after August 25, 1995, shall be recognized by and effective for Executive Branch agencies and participants as an exclusion under 45 CFR Part 76.

### (a) Primary Covered Transactions

The undersigned (authorized official) certifies to the best of his or her knowledge and belief, that the applicant, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

- (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- (2) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- (3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
- (4) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the applicant not be able to provide this certification, an explanation as to why should be placed under the assurances page in the application package.

**(b) Lower Tier Covered Transactions**

The applicant agrees by submitting this proposal that it will include, without modification, **the following clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion -- Lower Tier Covered Transaction"** (Appendix B to 45 CFR Part 76) in all lower tier covered transactions (i.e., transactions with subgrantees and/or contractors) and in all solicitations for lower tier covered transactions:

**Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion -- Lower Tier Covered Transactions**

- (1) The prospective lower tier participant certifies by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

<b>Signature of Authorized Certifying Official</b>	<b>Title</b>
<b>Subrecipient Name</b>  Watauga Co Project on Aging/LEH Sr Ctr	<b>Date Submitted</b>

Attachment E

CERTIFICATION OF ELIGIBILITY

Under the Iran Divestment Act

Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 et seq.\* requires that each vendor, prior to contracting with the State certify, and the undersigned on behalf of the Vendor does hereby certify, to the following:

1. that the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
2. that the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
3. that the undersigned is authorized by the Vendor to make this Certification.

Vendor: \_\_\_\_\_ **In Process**

By: \_\_\_\_\_  
Signature Date

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

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address: <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx> and will be updated every 180 days. For questions about the Department of State Treasurer's Iran Divestment Policy, please contact Meryl Murtagh at [Meryl.Murtagh@nctreasurer.com](mailto:Meryl.Murtagh@nctreasurer.com) or (919) 814-3852.

\* Note: Enacted by Session Law 2015-118 as G.S. 143C-55 et seq., but has been renumbered for codification at the direction of the Revisor of Statutes.

All Participants: Enter any necessary notes throughout the process in the comments box below.  
Comments are not part of the contract.

Please do not type in this box as it will restart the entire process. Please contact  
Kathy Moger or Kevin Robertson at 919-807-6900 if any changes are needed. Thank you.

In Process

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**AGENDA ITEM 10:**

**MISCELLANEOUS ADMINISTRATIVE MATTERS**

*A. Boards and Commissions*

**MANAGER'S COMMENTS:**

*Watauga Community Housing Trust*

Four (4) terms on the Watauga Community Housing Trust are expiring. The expiring terms are for the following organizations: Town of Boone

Appalachian Regional Healthcare System  
High Country Home Builders Association  
Habitat for Humanity

After appointment, the organization will designate their representative. The terms are for two (2) years.

## WCHT MISSION STATEMENT

The mission of the Watauga Community Housing Trust is to promote the economic viability of the Watauga community by facilitating efficient, quality housing. Availability of such housing will enable employers to attract and retain an adequate and talented workforce.

## WCHT MEMBERSHIP AND TERMS

Appointed: (with expiration year shown)

1. High Country Association of Realtors (Laurie Phillips)	2019	5 <sup>th</sup> term
2. ASU (Tim Burwell)	2019	5 <sup>th</sup> term
3. Town of Boone (Lynne Mason)	2018	4 <sup>th</sup> term
4. NWRHA (Ned Fowler)	2019	5 <sup>th</sup> term
5. ARHCS (Amy Crabbe)	2018	4 <sup>th</sup> term
6. Board of Education (Scott Elliott)	2019	5 <sup>th</sup> term
7. High Country Home Builders Association (Buck Wellborn)	2018	4 <sup>th</sup> term
8. WAMY (Melissa Soto)	2019	4 <sup>th</sup> term
9. Habitat for Humanity (Alex Hooker)	2018	2 <sup>nd</sup> term

Elected: (with expiration year shown)

1. Scott Eggers	2019	(4 <sup>th</sup> elected term)
2. Chelsea Garrett	2019	(4 <sup>th</sup> elected term)
3. Joe Furman	2019	(4 <sup>th</sup> elected term)

The Directors shall be broken into term groups, as nearly equal in number as possible, to serve in for initial staggered terms of two and three years. After the expiration of the initial term of each Appointed Director, the Appointed Director may serve one (1) additional two-year term without requiring reappointment by the Watauga Board of County Commissioners upon approval prior to the additional term by a majority of the Directors then in office. After the second term, if applicable, the Appointed Director may be reappointed by the Watauga County Board of County Commissioners for additional two-year terms with a limit of six (6) terms total. After the expiration of the initial term of each Elected Director, the Elected Director may be reelected for additional two-year terms with a limit of six (6) terms total by a majority of the Directors then in office in the same manner set forth in Article II, Section 3 below pertaining to appointment and election of directors. If any Director does not wish to continue to serve at any time, including between terms when he is eligible to be approved or reelected by the Directors for a successive term, as applicable, he may resign and his vacancy shall be filled as set herein below in Article II, Section 5.

**AGENDA ITEM 10:**

**MISCELLANEOUS ADMINISTRATIVE MATTERS**

*B. Announcements*

**MANAGER'S COMMENTS:**

The North Carolina Association of County Commissioners will be holding district meetings across the State in April with the meeting for our district being on April 4, 2018, in Yadkin County. If you wish to attend, please contact Anita who will be happy to RSVP for you.



**From:** Matthew Bigelow <matthew.bigelow@ncacc.org>  
**Sent:** Monday, March 26, 2018 1:11 PM  
**To:** County Clerks in North Carolina  
**Cc:** NCACC-Legislative  
**Subject:** [countyclerks] Upcoming District Meetings

Good afternoon County Clerks,

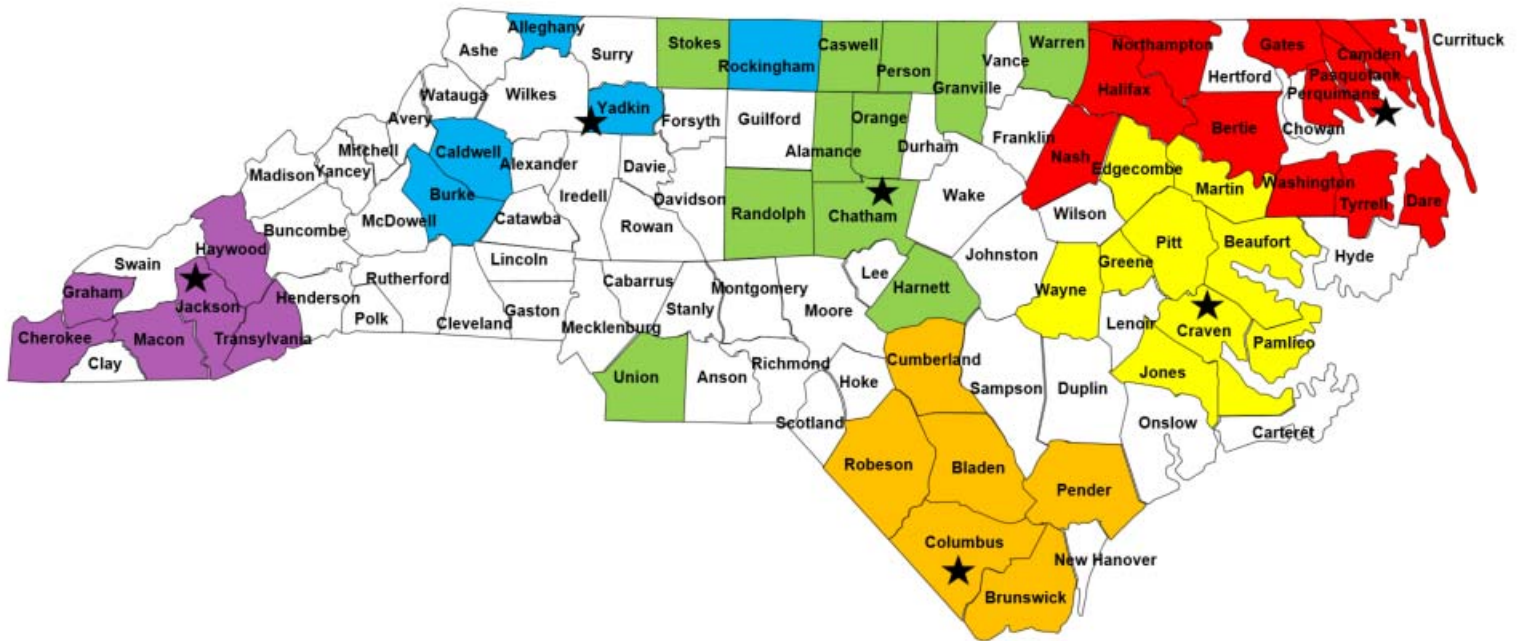
This is a reminder that NCACC District Meetings start next week in Craven County and Yadkin County. There is still time to register for any of the six meetings, which are free to attend and include dinner service. More information can be found on the RSVP page here:

<https://ncaccevents.org/events/2018-district-meetings/>

The stars on this map show the meeting locations, and the shaded counties in each region indicate those who have registered to attend. We encourage county commissioners, clerks, and management staff to register for a meeting that's close to home, especially if their county is not yet represented. Please let us know if you have any questions.

Thank you for all you do for our counties. Hope to see you soon!

## 2018 District Meetings



Matt Bigelow, MBA Candidate  
 Education Services Specialist  
 N.C. Association of County Commissioners  
 Phone (919) 715-4367  
[www.ncacc.org](http://www.ncacc.org)



You currently are subscribed to **countyclerks**.  
To unsubscribe send email to [listserv@unc.edu](mailto:listserv@unc.edu) with the  
Subject Line: **unsubscribe countyclerks** .  
Other inquiries on list issues can be sent to [listmgr@sog.unc.edu](mailto:listmgr@sog.unc.edu).

## 2018 DISTRICT MEETINGS

Each spring, the NCACC hosts a series of District Meetings throughout the state. The meetings offer county commissioners and management staff an opportunity to learn about the latest legislative developments in Raleigh, to share information from their conversations with legislators, to network with officials from other counties, and to learn about the latest NCACC programs and services that benefit counties.

**There is no cost to attend the meetings, which begin at 5:30 p.m. and include a dinner. Each meeting will conclude by 8 p.m.** Commissioners who attend a District Meeting earn 3 credits in the “Association Sponsored Programs” category toward Practitioner, Master or Mentor status through the Local Elected Leaders Academy (LELA) Recognition Program.

**April 4 - Craven County**

**April 5 - Yadkin County**

**April 11 - Pasquotank County**

**April 12 - Columbus County**

**April 25 - Chatham County**

**April 26 - Jackson County**

**AGENDA ITEM 11:**

**PUBLIC COMMENT**

**AGENDA ITEM 12:**

**BREAK**

**AGENDA ITEM 13:**

**CLOSED SESSION**

Attorney/Client Matters – G. S. 143-318.11(a)(3)  
Land Acquisition – G. S. 143-318.11(a)(5)(i)