

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

**TUESDAY, SEPTEMBER 6, 2022
5:30 P.M.**

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

TIME	#	TOPIC	PRESENTER	PAGE
5:30	1	CALL REGULAR MEETING TO ORDER		
	2	APPROVAL OF MINUTES: August 16, 2022, Regular Meeting August 16, 2022, Closed Session		1
	3	APPROVAL OF THE SEPTEMBER 6, 2022, AGENDA		11
5:35	4	APPOINTMENT OF FINANCE DIRECTOR	MR. DERON GEOUQUE	13
5:40	5	PUBLIC HEARING TO ALLOW CITIZEN COMMENT ON PROPOSED AMENDMENTS TO THE SPACING REQUIREMENTS FOR CATEGORY 1 AND 2 HIGH IMPACT LAND USES FROM THE REGULATIONS (CHAPTER 13 OF THE PLANNING & DEVELOPMENT ORDINANCE)	MR. DERON GEOUQUE	15
5:45	6	PATROL VEHICLE AND EQUIPMENT PURCHASE REQUEST	MAJOR KELLY REDMON	21
5:50	7	PROJECT ON AGING MATTERS A. Proposed Allocation of American Rescue Plan Act (ARPA) Funds B. Proposed Appropriation of State Funds for Senior Centers	MS. ANGIE BOITNOTTE	41 53
5:55	8	UPDATED NC DEPARTMENT OF HEALTH AND HUMAN SERVICES (DHHS)/COUNTY MEMORANDUM OF UNDERSTANDING (MOU) PURSUANT TO G. S. 108A-74	MR. TOM HUGHES	69
6:00	9	REQUEST TO PURCHASE ANIMAL CARE AND CONTROL VEHICLE	MS. REX BUCK	89
6:05	10	MISCELLANEOUS ADMINISTRATIVE MATTERS A. Armory Planning Committee B. Resolution Authorizing the Approving of A Contract and A Deed of Trust and the Delivery Thereof and Providing for Certain Other Related Matters C. Proposed Emergency Medical Services Agreement with Avery County D. Boards and Commissions E. Announcements	MR. DERON GEOUQUE	91 93 99 105 107
6:10	11	PUBLIC COMMENT		108
7:10	12	BREAK		108
7:15	13	CLOSED SESSION Attorney/Client Matters – G. S. 143-318.11(a)(3)		108
7:30	14	ADJOURN		

AGENDA ITEM 2:

APPROVAL OF MINUTES:

August 16, 2022, Regular Meeting

August 16, 2022, Closed Session

DRAFT**MINUTES****WATAUGA COUNTY BOARD OF COMMISSIONERS
TUESDAY, AUGUST 16, 2022**

The Watauga County Board of Commissioners held a regular meeting, as scheduled, on Tuesday, August 16, 2022, at 5:30 P.M. in the Commissioners' Board Room located in the Watauga County Administration Building, Boone, North Carolina.

Chairman Welch called the meeting to order at 5:33 P.M. The following were present:

PRESENT: John Welch, Chairman
 Billy Kennedy, Vice-Chairman
 Carrington Pertalion, Commissioner
 Larry Turnbow, Commissioner
 Charlie Wallin, Commissioner
 Anthony di Santi, County Attorney
 Deron Geouque, County Manager
 Anita J. Fogle, Clerk to the Board

Commissioner Wallin opened with a prayer and Commissioner Turnbow led the Pledge of Allegiance.

APPROVAL OF MINUTES

Chairman Welch called for additions and/or corrections to the August 2, 2022, regular meeting and closed session minutes.

Vice-Chairman Kennedy, seconded by Commissioner Pertalion, moved to approve the August 2, 2022, regular meeting minutes as presented.

VOTE: Aye-5
 Nay-0

Vice-Chairman Kennedy, seconded by Commissioner Pertalion, moved to approve the August 2, 2022, closed session minutes as presented.

VOTE: Aye-5
 Nay-0

APPROVAL OF AGENDA

Chairman Welch called for additions and/or corrections to the August 16, 2022, agenda.

County Manager Geouque requested to add the following three items:

- An Agreement for the Ted Mackorell Soccer Association

- A conservation easement for Middle Fork Greenway
- RFQ selection of an architect for the 911/Medic Base/Emergency Services Facility

Vice-Chairman Kennedy, seconded by Commissioner Wallin, moved to approve the August 16, 2022, agenda as amended.

VOTE: Aye-5
Nay-0

PUBLIC HEARING TO ALLOW CITIZEN COMMENT ON THE PROPOSED FINANCING FOR THE NEW VALLE CRUCIS SCHOOL

Chairman Welch stated that a public hearing was scheduled to allow citizen comment on the proposed financing of the new Valle Crucis Elementary School as required by the Local Government Commission.

Commissioner Turnbow, seconded by Commissioner Wallin, moved to call the public hearing to order at 5:37 P.M.

VOTE: Aye-5
Nay-0

The following shared comments in support of proposed financing of the new Valle Crucis Elementary School: Tuesdae Rice, Jenna Crawley, Kelli Mayhew, and Dr. Gary Childers.

Vice-Chairman Kennedy, seconded by Commissioner Pertalion, moved to close the public hearing at 5:48 P.M.

VOTE: Aye-5
Nay-0

RESOLUTION AUTHORIZING THE NEGOTIATION OF AN INSTALLMENT FINANCING CONTRACT AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS THERETO

County Manager Geouque presented a proposed resolution authorizing the negotiation of an installment financing contract and providing for certain other related matters thereto. The resolution was required as part of the process for the approval of the financing of the Valle Crucis Elementary School.

Commissioner Turnbow, seconded by Vice-Chairman Kennedy, moved to adopt the resolution as presented.

VOTE: Aye-5
Nay-0

INTRODUCTION OF APPALACHIAN THEATRE EXECUTIVE DIRECTOR

Ms. Suzanne Livesay, Executive Director of the Appalachian Theatre of the High Country, introduced herself and thanked the Board for support including the subsidy that was given this year from ARP funding. Ms. Livesay stated that, in the three weeks she has been at the Theatre, she has witnessed first hand times the subsidy funding has been beneficial to the community.

Ms. Livesay stated that she looked forward to coming back to the Board with a more extensive report near the end of the Fiscal Year.

Vice-Chairman Kennedy thanked Ms. Livesay and stated that the County has been a co-supporter of the Theatre since the beginning.

Commissioner Wallin stated that he was on the interview committee that hired Ms. Livesay and stated that she was very impressive and the committee was very happy to have hired her after a nationwide search.

PROPOSED END OF OVERDOSE PROCLAMATION

Mr. Joey Matthews and Ms. Jeannie Berry presented a proposed proclamation declaring August 31, 2022, as “End Overdose in Watauga County Day” and encouraging all residents to consider being trained in the use of life-saving overdose reversal medication and having it available to use.

Chairman Welch read the proclamation.

Vice-Chairman Kennedy, seconded by Commissioner Peralion, moved to adopt the proclamation as presented.

VOTE: Aye-5
Nay-0

PROPOSED RECOVERY MONTH 2022 PROCLAMATION

Ms. Mary McKinney, a Licensed Marriage and Family Therapist, and Mr. Eric Ellis presented a proposed proclamation declaring the month of September 2022 as Recovery Month in Watauga County and call upon our community to observe this month with compelling programs and events that support this year’s observance, the 33rd Anniversary of Recovery Month.

Chairman Welch read the proclamation.

Commissioner Peralion, seconded by Commissioner Turnbow, moved to adopt the proclamation as presented.

VOTE: Aye-5
Nay-0

VAYA UPDATE

Mr. Dustin Burleson, Community Relations Regional Director, gave an update on Vaya Health matters. Mr. Burleson reported on the current challenges including increased demand for services and the limited resources. Vaya was working with providers to meet the challenges while trying to expand and develop new service opportunities across the region. Vaya has increased outpatient rates at the Crisis Walk-in Centers to stabilize physician and clinical staff with the retention of existing staff, recruit additional staff, improve access to same day care in rural communities, incentivize face to face service in rural communities, and expand access to substance use services. Mr. Burleson stated that Vaya's strategies to address workforce challenges included increased rates across all of the service area to promote competitive recruitment and retention; targeted rate increases for direct support professionals for more competitive pay for key community-based behavioral health and intellectual/developmental services; targeted work and funding with providers to develop strategies for recruitment and retention; utilizing funding to allow providers to incentivize staffing in more rural counties; and focused work with the Vaya Provider Advisory Council to develop recruitment and retention strategies across service and disability.

Mr. Burleson stated that in April 2022 Vaya worked with Daymark Recovery to supply iPads to the Watauga County Sheriff's Office to use while in the community to have real time face to face assess in crisis situations. In August 2022, Vaya was working with the Town of Boone Police Department to supply them with iPads as well. The Hospitality House also planned to participate in this program. Vaya was also working to bring back the Watauga Behavioral Task Force.

Vaya was working on a statewide child and youth improvement initiative to establish a standardized seamless transition of care for children placed outside of the Vaya Health Plan region; implement a standardized pass-through authorization process for children entering residential treatment services to eliminate any barriers for children needing to quickly enter residential treatment; develop a standardized referral process for all residential providers; and expand a statewide open network to improve access to care for child services by reducing or eliminating the need for out-of-network agreements prior to entry to care.

Mr. Burleson stated that Vaya was partnering with our local governments, state and community partners to determine the best use of funds from the opioid settlement.

This report was given for information only and, therefore, no action was required.

TAX MATTERS

A. Monthly Collections Report

County Manager Geouque, on behalf of Tax Administrator, Mr. Larry Warren, presented the Tax Collections Report for the month of July 2022. The report was presented for information only and, therefore, no action was required.

B. Refunds and Releases

County Manager Geouque, on behalf of the Tax Administrator, presented the Refunds and Releases Report for July 2022 for Board approval:

TO BE TYPED IN MINUTE BOOK

Vice-Chairman Kennedy, seconded by Commissioner Pertalion, moved to approve the Refunds and Releases Report for July 2022 as presented.

VOTE: Aye-5
Nay-0

C. Annual Settlement of Tax Collector

County Manager Geouque, on behalf of the Tax Administrator, presented the following Annual Settlement Statements for Fiscal Year 2022 for Board approval:

TO BE TYPED IN MINUTE BOOK

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to approve the Annual Settlement Statements for Fiscal Year 2022.

VOTE: Aye-5
Nay-0

D. Oath to Collect Taxes

County Manager Geouque, on behalf of the Tax Administrator, presented a proposed order granting authorization to collect taxes for Fiscal Year 2023. Once approved, a sworn oath would be administered to Tax Administrator Warren.

Commissioner Turnbow, seconded by Commissioner Wallin, moved to grant authorization for Tax Administrator Warren to collect taxes for Fiscal Year 2023.

VOTE: Aye-5
Nay-0

E. Proposed Resolution Scheduling the Octennial Reappraisal

County Manager Geouque, on behalf of Tax Administrator Larry Warren presented a resolution establishing the reappraisal schedule to be effective January 1, 2027.

Commissioner Pertalion, seconded by Commissioner Turnbow, moved to adopt the resolution establishing the reappraisal schedule to be effective January 1, 2027.

VOTE: Aye-5
Nay-0

BID AWARD FOR TRAILER STORAGE AREA IMPROVEMENTS

County Manager Geouque, on behalf of Mr. Rex Buck, Operations Services Director, stated that the County recently accepted bids for Trailer Storage Area Improvements. The lowest responsive bidder exceeded the budgeted amount for the project. At this time, staff recommended rejecting the bids and developing a revised plan to separate the project into smaller multiple projects to bring the project within or closer to the budgeted amount.

Commissioner Turnbow, seconded by Commissioner Wallin, moved to reject the bids for the Trailer Storage Area Improvements and direct staff to revise the project to be bid at a later date.

VOTE: Aye-5
Nay-0

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Ted Mackorell Soccer Complex License Agreement

County Manager Geouque presented a proposed license agreement between the County, Appalachian Soccer Group, LLC, Appalachian State University, and the High Country Soccer Association, Inc. Mr. Geouque stated that the County Attorney approved the agreement and it met concerns that had been previously discussed.

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to approve the license agreement as presented by the County Manager.

VOTE: Aye-5
Nay-0

B. Proposed Conservation Easement with Watauga County Pathways, Inc.

County Manager Geouque presented a proposed conservation easement with Watauga County Pathways, Inc. for the Middle Fork Greenway.

Commissioner Turnbow, seconded by Commissioner Peralion, moved to approve the easement as presented by the County Manager.

VOTE: Aye-5
Nay-0

C. RFQ Architect Selection for 911/Watauga Medics/Emergency Services Facility Construction

County Manager Geouque stated that three proposals were received as a result of the Request for Qualifications (RFQ) for architectural services for the new 911/Watauga Medics/Emergency Services Facility. Mr. Geouque stated that Vice-Chairman Kennedy, Mr. Will Holt, Emergency Services Director, Mr. Robert Marsh, and himself reviewed the proposals and recommended the Board select Clark Nexsen.

Commissioner Pertalion, seconded by Commissioner Turnbow, moved to select Clark Nexsen for architectural services for the new 911/Watauga Medics/Emergency Services Facility as presented by the County Manager.

VOTE: Aye-5
Nay-0

D. Armory Planning Committee

County Manager Geouque stated that at the last Board meeting, Commissioners Turnbow and Pertalion were appointed to the Armory Planning Committee. The Committee will recommend uses for the Armory building as the Town and County have joint ownership. Three appointees were required from each entity. Upon Commissioner Turnbow's request, Chairman Welch tabled the appointment for the third member.

E. Proposed Funding Agreement with the Boone Area Chamber of Commerce for Economic Development

County Manager Geouque presented a proposed contract with the Boone Area Chamber of Commerce for economic development services. Mr. Joe Furman, Planning and Inspections/Economic Development Director, would be retiring in December of 2022. The proposed contract which allowed for the Chamber to provide economic development services was a possible option for the Board to utilize upon Mr. Furman's retirement. County Attorney Garrett had approved the contract.

Commissioner Turnbow, seconded by Commissioner Wallin, moved to approve the contract with the Boone Area Chamber of Commerce to provide economic development services for the County upon Mr. Furman's retirement as presented by the County Manager.

VOTE: Aye-5
Nay-0

F. Boards and Commissions

County Manager Geouque presented the following for consideration:

Watauga County Public Library

The Watauga County Library Board had recommended Patty Swartzbaugh be appointed to the Appalachian Regional Library Board of Trustees to replace Ala Sue Moretz whose term has ended. The term would begin in September. This was a first reading.

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to waive the second reading and appoint Patty Swartzbaugh to the Appalachian Regional Library Board of Trustees as presented by the County Manager.

VOTE: Aye-5
Nay-0

Nursing Home Community Advisory Committee

Janet Specht has resigned from the Nursing Home Community Advisory Committee. This position requires Board approval to officially remove Ms. Specht from the Committee. A replacement has not been recommended at this time. This was a first reading.

Vice-Chairman Kennedy, seconded by Commissioner Wallin, moved to waive the second reading and remove Janet Specht from the Nursing Home Community Advisory Committee as presented by the County Manager.

VOTE: Aye-5
Nay-0

G. Announcements

County Manager Geouque announced the following:

- The High Country Council of Governments' 47th Annual Banquet is scheduled for Friday, September 9, 2022, in the Grandview Ballroom at The Northwest Endzone, Appalachian State University.
- The NCACC's Legislative Goals Conference will be held over two days, November 16-17, 2022, in Wake County. Delegates will vote on the slate of goal proposals that have been thoroughly vetted with the final slate of proposals to be brought before the Association's membership in November.

Commissioner Wallin stated that the Board had until September 12, 2022, to submit items for consideration at the NCACC's Legislative Goals Conference.

PUBLIC COMMENT

Mr. David Jackson thanked the Board for approval of the economic development agreement and the subsidy given to Appalachian Theatre.

Ms. Jean Studeman shared comments in regards to Chairman Welch's position on the Board of Commissioners.

CLOSED SESSION

At 6:39 P.M., Commissioner Wallin, seconded by Commissioner Peralion, moved to enter Closed Session to discuss Attorney/Client Matters, per G. S. 143-318.11(a)(3) and Personnel Matters, per G. S. 143-318.11(a)(6)

VOTE: Aye-5
Nay-0

Vice-Chairman Kennedy, seconded by Commissioner Wallin, moved to resume the open meeting at 7:16 P.M.

VOTE: Aye-5
Nay-0

ADJOURN

Commissioner Wallin, seconded by Commissioner Peralion, moved to adjourn the meeting at 7:16 P.M.

VOTE: Aye-5
Nay-0

John Welch, Chairman

ATTEST:
Anita J. Fogle, Clerk to the Board

AGENDA ITEM 3:

APPROVAL OF THE SEPTEMBER 6, 2022, AGENDA

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AGENDA ITEM 4:

APPOINTMENT OF FINANCE DIRECTOR

MANAGER’S COMMENTS:

The County recently hired Samantha Jones as the new County Finance Director to replace Ms. Misty Watson. Per the County’s Other Post-Employment Benefits Agreement and North Carolina General Statutes, Ms. Jones needs to be officially appointed as the County’s Finance Director which serves as the Trustee for the agreement.

Board action is required to officially appoint Ms. Jones as Finance Director effective September 6, 2022.

Part 3. Fiscal Control.

§ 159-24. Finance officer.

Each local government and public authority shall, at all times, have a finance officer appointed by the local government, public authority, or designated official to hold office at the pleasure of the appointing board or official. The finance officer may be entitled "accountant," "treasurer," "finance director," "finance officer," or any other reasonably descriptive title. The duties of the finance officer may be imposed on the budget officer or any other officer or employee on whom the duties of budget officer may be imposed. (1971, c. 780, s. 1; 1973, c. 474, s. 17; 2019-19, s. 6.1.)

AGENDA ITEM 5:**PUBLIC HEARING TO ALLOW CITIZEN COMMENT ON THE PROPOSED AMENDMENTS TO THE SPACING REQUIREMENTS FOR CATEGORY 1 AND 2 HIGH IMPACT LAND USES FROM THE REGULATIONS (CHAPTER 13 OF THE PLANNING & DEVELOPMENT ORDINANCE)****MANAGER'S COMMENTS:**

A public hearing has been scheduled for public comment on proposed new spacing requirements for Category 1 and 2 High Impact Land Uses from the regulations (Chapter 13 of the Planning & Development Ordinance). The Watauga County Planning Board reviewed the proposal at their July 18, 2022 meeting and voted to recommend the amendment to the Board of Commissioners.

Upon completion of the public hearing the Board may adopt the changes as presented, table the decision for a future meeting, or schedule a work session to further discuss the recommended changes. Staff seeks direction from the Board.

Public Hearing Notice
Watauga County Board of Commissioners
Tuesday, September 6, 2022 5:30 PM

The Watauga County Board of Commissioners will hold a Public Hearing in the Commissioners' Board Room located in the Watauga County Administration Building at 814 West King Street in Boone, North Carolina, to allow public comment on proposed amendments to the spacing requirements for Category 1 and 2 High Impact Land Uses from the regulations (Chapter 13 of the Planning & Development Ordinance).

The amendment would be to add to (F)(3): **“or a roadway designated by Watauga County as a Gateway”** following “designated as a NC Scenic Byway”

(F) Spacing Requirements . . .

(3) Category 1 High Impact Land Uses may not be established within 1,500 feet of the right-of-way line of a roadway designated by NCDOT as a NC Scenic Byway or within 1,500 feet of the Blue Ridge Parkway. Presence of a city, county or other political subdivision boundary shall be irrelevant for purposes of calculating and applying the spacing requirements of this Section.

For additional information call (828) 265-8043.

John Welch, Chairman
Board of Commissioners



WATAUGA COUNTY

126 Poplar Grove Connector, Suite 201 Boone, NC 28607

Department of
Planning & Inspections

Phone (828) 265-8043
TTY 1-800-735-2962
Voice 1-800-735-8262
or 711
FAX (828) 265-8080

Memorandum

Date: July 27, 2022

To: County Manager, Board of Commissioners

From: Joe Furman

RE: High Impact Land Use regulations spacing requirements

Please see below the spacing requirements for Category 1 and 2 High Impact Land Uses from the regulations (Chapter 13 of the Planning & Development Ordinance). A citizen submitted a request to the Board of Commissioners, which was then referred to the Planning Board for consideration, to add to #3: **“or a roadway designated by Watauga County as a Gateway”** following “designated as a NC Scenic Byway”. The Citizens’ Plan For Watauga designates four gateways; plans for three of them are found here: http://www.wataugacounty.org/App_Pages/Dept/Planning/gatewayplan.aspx.

The reasoning behind the request is that the County has no control over the Scenic Byway designation, and NCDOT could remove it at any time. That is probably unlikely, but not impossible. The Watauga County Planning Board reviewed the proposal at their July 18, 2022 meeting and voted to recommend the amendment to the Board of Commissioners.

(F) Spacing Requirements.

(1) Category 1 & Category 2 High Impact Land Uses may not be established within 1,500 feet of a public or private Educational Facility, NC licensed Child Care Facility, NC licensed Assisted Living Facility, NC licensed Nursing Home, Public Outdoor Recreation Area, or Religious Facility. In order to establish required spacing, measurement shall be made in a straight line, without regard to intervening structures or objects, from the nearest portion of the building, structure, or outdoor storage area utilized by Category 1 or 2 Land Uses, to the nearest property line of the above-listed facilities.

(2) Category 1 High Impact Land Uses may not be established within 750 feet of a dwelling. In order to establish required spacing, measurement shall be made in a straight line, without regard to intervening structures or objects, from the nearest portion of the building, structure, or outdoor storage area utilized by a Category 1 Land Use, to the nearest property line of a dwelling.

(3) Category 1 High Impact Land Uses may not be established within 1,500 feet of the right-of-way line of a roadway designated by NCDOT as a NC Scenic Byway or within 1,500 feet of the Blue Ridge Parkway. Presence of a city, county or other political subdivision boundary shall be irrelevant for purposes of calculating and applying the spacing requirements of this Section.

A public hearing will need to be scheduled prior to adoption of this proposed amendment.

Anita.Fogle

From: Deron.Geouque
Sent: Wednesday, August 31, 2022 9:30 PM
To: Anita.Fogle
Subject: FW: Support for proposed HILU amendment

FYI. Wants it included as public record.

Deron Geouque
 Watauga County Manager
 814 West King Street
 Boone, NC 28607
 (P) 828-265-8000
 (F) 828-264-3230
 Email Deron.Geouque@watgov.org

From: Barbara Krause <barbssny@yahoo.com>
Sent: Wednesday, August 31, 2022 8:39 PM
To: John Welch <john.welch@watgov.org>; Billy.Kennedy <billy.kennedy@watgov.org>; Charlie Wallin <charlie.wallin@watgov.org>; Larry Turnbow <larry.turnbow@watgov.org>; Carrington Pertalion <carrington.pertalion@watgov.org>
Cc: Deron.Geouque <Deron.Geouque@watgov.org>; Joe Furman <Joe.Furman@watgov.org>
Subject: Support for proposed HILU amendment

Dear County Commissioners,

I write to urge support of the proposed amendment to the High Impact Land Use Ordinance (HILU) that would add protection to County-designated Gateways. This amendment would further support work done in prior years by the County and its citizens to ensure that those traveling to Watauga County are greeted by roadways reflecting the natural beauty and clean environment of our area. As noted in documents summarizing this work: "The aesthetic quality of the 'Gateways' is vitally important to the economic future of the community. Incentives for property owners and the community should be developed to maintain attractive and compatible development that will enhance the total economic value of the community."

http://www.wataugacounty.org/App_Pages/Dept/Planning/Forms/DEEP_GAP_GATEWAY_CORRIDOR_STRATEGY_PLAN_2019.pdf

The "aesthetic quality" of our Gateways is a primary reason why so many visit this area, bringing important tourism dollars that support so many local businesses. Our natural beauty and clean environment also support residential property values and a quality of life for residents across Watauga County. It is incumbent upon all of us, therefore, to protect County-designated Gateways against high impact, polluting businesses.

Please support the proposed amendment to the High Impact Land Use Ordinance.

Please add this message to the public comments related to your hearing on this matter scheduled for September 6, 2022. Thank you for your consideration and for your service.

Barbara Krause
144 Spicewood Drive
Boone, NC 28607

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AGENDA ITEM 6:**PATROL VEHICLE AND EQUIPMENT PURCHASE REQUEST****MANAGER'S COMMENTS:**

Major Kelly Redmon, Watauga County Sheriffs' Office, will request Board approval for the purchase of eight (8) 2022 Dodge Durango Police SUVs, AWD at \$39,175.00 each from Ilderton Dodge Inc. Ilderton Dodge was awarded the Sheriff's Association's vendor vehicle procurement contract.

The original budget was \$33,863 per vehicle. However, as Dodge released the 2023 prices an unforeseen increase was revealed in August of this year by the manufacturer. The budget deficit is \$ 5,312.00 per vehicle for a total of \$42,496.

In addition, Major Redmon will request Board approval to purchase the emergency equipment for the new patrol vehicles from Dana Safety Supply. Dana was awarded the Sheriff's Association's vendor procurement contract for safety equipment. Similar to the vehicles, price increases were experienced and the equipment per vehicle cost increased by \$419.50 per unit. Total overage for the equipment is \$3,356.

The funds for the vehicles and emergency equipment are included in the Sheriff's budget for FY 2022-2023 with the shortfall to also come from the Sheriff's budget.

Board action is requested to approve the purchases from Ilderton Dodge and Dana Safety Supply as detailed with the overage to come from the Sheriff's FY 2022-2023 budget.



WATAUGA COUNTY SHERIFF'S OFFICE

184 HODGES GAP ROAD
 BOONE, NORTH CAROLINA 28607
 (828) 264-3761 • FAX (828) 263-5345

LEN D. HAGAMAN, JR.
 SHERIFF

To: Deron Geouque, Watauga County Manager

From: Major Kelly Redmon

Ref: Patrol Vehicle and Equipment Purchase FY2022-23

The Watauga County Sheriffs' Office would like approval to purchase the following vehicles from Ilderton Dodge Inc. Ilderton Dodge is the bid winner on the Sheriff's vehicle procurement contract.

(8) 2022 Dodge Durango Police SUV, AWD @ \$39,175.00 each

The funds for these vehicles are included in the original quote @ 33,863.00 from Ilderton Dodge in preparation for the 2023 FY.

As Dodge released the 2023 prices an unforeseen increase was revealed in August of this year by the manufacturer.

The budget deficit for vehicle purchase is \$ 5,312.00 each for a total of \$42,498.00 total. We are requesting additional funding for the purchase of these vehicles.

Also, approval is sought to purchase the emergency equipment for the patrol vehicles from Dana Safety Supply. Dana is the bid winner for the emergency equipment on the Sheriff's procurement contract.

The quoted price per vehicle for emergency equipment during budget preparation was \$4,730.37 per vehicle and similar to the vehicles, the price of the equipment has increased to \$5,149.87 per vehicle which is \$419.50 over the original request. We are also requesting additional funding to purchase the emergency equipment for the patrol vehicles as well.

Original Quote	Updated Price	Overage	Additional needed
33,863.00 (cars)	39,175.00	5,312.00	42,498
4,730.37 (equipment)	5,149.87	419.50	<u>3,356</u>
Total			45,854

The funds for the vehicles and emergency equipment is included in the Sheriff's budget for 2022-23 FY request but is short the specified amounts.

Old



ILDERTON

701-712 South Main Street
High Point, NC 27260
(336) 841-6100

090622 BCC Meeting



8/29/2022

Buyer: WATAUGA COUNTY	Cell:
MAJ. KELLY REDMON	
Phone: 828-964-2244	Phone:
E-Mail: kelly.redmon@watgov.org	Fax:

		TRADE
VEHICLE: DODGE DURANGO PURSUIT	Make:	
Year: 2022	Model:	
Color: WHITE	Year:	
Engine: 5.7L HEMI V-8 MDS VVT	Color:	
Drive: AWD 8-SPEED AUTO 8HP70	VIN:	
Mileage:	Stock #:	
	ACV:	

MSRP

Sale Price NCSA CONTRACT 22-08-0913 **\$33,198.00**

ITEM 141

Options Included		
VINYL FLOOR, CLOTH FRONT SEATS		SHIFTER ON COLUMN
VINYL REAR SEAT	120	NO CONSOLE
BLACK LEFT LED SPOT LAMP	545	
TRAILER TOW GROUP		
PARKVIEW REAR CAMERA, U CONNECT		
Options Total	\$	665.00

Sub Total **\$33,863.00**

TOTAL UNITS 8

BALANCE DUE **\$270,904.00**

Manager Greg Graves Customer _____
 DIRECTOR OF FLEET SALES AUTHORIZED PERSONEL

old

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	431992
Customer No.	WATAU

Bill To

WATAUGA CO SHERIFF'S DEPARTMENT
 ACCOUNTS PAYABLE
 184 HODGES GAP ROAD
 BOONE, NC 28607

Ship To

WATAUGA CO SHERIFF'S DEPARTMENT
 184 HODGES GAP ROAD
 ATT: MAJOR KELLY REDMON
 BOONE, NC 28607
 US

Contact:
Telephone: 828-264-3761
E-mail: tyler.honeycutt@watgov.org

Contact: MAJOR KELLY REDMON
Telephone: 828-265-7607
E-mail: Kelly.Redmon@watgov.org

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
03/08/22	GROUND SHIPMENT	PPAY & ADD TO INVOICE		NET30	
Entered By		Salesperson	Ordered By	Project Name	
Dempsey Owens		Dempsey Owens - Greensboro	MAJOR KELLY REDMON		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	N	INFO VEHICLE INFORMATION 2022 DODGE DURANGO Warehouse: DROP Vin #:	0.0000	0.00
1	1	Y	2021 DODGE DURANGO EVP WEC EMERGENCY VEHICLE PRODUCTS NCSA #38 Warehouse: DROP Vin #: EVP PACKAGE INCLUDES: NC SHERIFF'S CONTRACT # 190 a. Whelen - Inner Edge XP Front Full-Width Interior LED System with 2 LED Takedown Lights PT# IX44UFZ b. Whelen - Rear Full-Width Interior LED System PT# DP603300 c. Whelen - Four IONS Instead the VTX-609 d. Whelen - 295SLSA6 WHELEN integrated siren and light controller with PA e. Whelen - SA315P Speaker f. Whelen - SAK54 Speaker Bracket	1,600.1000	1,600.10
1	1	Y	IX44UFZ-BB WEC INNER EDGE XLP 10LT 13 DURANGO B/B Warehouse: DROP Vin #: WHELEN SEE ATTACHED WIZARD--- ***** INCLUDED IN EVP	0.0000	0.00

Print Date	03/08/22
Print Time	05:54:29 PM
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Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	431992
Customer No.	WATAU

Bill To

WATAUGA CO SHERIFF'S DEPARTMENT
 ACCOUNTS PAYABLE
 184 HODGES GAP ROAD
 BOONE, NC 28607

Ship To

WATAUGA CO SHERIFF'S DEPARTMENT
 184 HODGES GAP ROAD
 ATT: MAJOR KELLY REDMON
 BOONE, NC 28607
 US

Contact:
 Telephone: 828-264-3761
 E-mail: tyler.honeycutt@watgov.org

Contact: MAJOR KELLY REDMON
 Telephone: 828-265-7607
 E-mail: Kelly.Redmon@watgov.org

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
03/08/22	GROUND SHIPMENT	PPAY & ADD TO INVOICE		NET30	
Entered By		Salesperson	Ordered By	Project Name	
Dempsey Owens		Dempsey Owens - Greensboro	MAJOR KELLY REDMON		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	DP6AAABBB WEC DOMINATOR PLUS 3 BLUE 3 AMBER Warehouse: DROP Vin #:	0.0000	0.00
1	1	Y	WHELEN INCLUDED IN EVP DBKT4 WEC L-ANGLE MTG BRACKET KIT FOR DOMINATOR (2 BRKTS) Warehouse: DROP Vin #:	0.0000	0.00
4	4	Y	INCLUDED IN EVP SPEC # 190 USED TO MOUNT THE DP603300 WEC-IONB Whelen ION W/Universal Mount - Blue Warehouse: GBKO Vin #:	0.0000	0.00
1	1	Y	WHELEN INCLUDED IN EVP WEC-295SLSA6 Whelen 100/200W Scan-Lock Self-Contained Siren/Switch Warehouse: GBKO Vin #:	0.0000	0.00
1	1	Y	SA315P Whelen 100W Compact Black Composite 122DB Speaker Warehouse: GBKO Vin #:	0.0000	0.00

Print Date	03/08/22
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Page No.	2

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Continued on Next Page

Sales Quote

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4809 KOGER BLVD
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Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
03/08/22	GROUND SHIPMENT	PPAY & ADD TO INVOICE		NET30	
Entered By		Salesperson	Ordered By	Project Name	
Dempsey Owens		Dempsey Owens - Greensboro	MAJOR KELLY REDMON		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	SAK54 WEC SA315P SPEAKER BRACKET - 2013+ DURANGO Warehouse: OKLA Vin #: INCLUDED IN EVP SPEC # 190	0.0000	0.00
2	2	Y	WEC-IONB Whelen ION W/Universal Mount - Blue Warehouse: GBKO Vin #: WHELEN ION BLUE	76.5400	153.08
1	1	Y	NC STATE CONTRACT 680D C-VS-2300-DUR HAV 23" CONSOLE, 2021+ DURANGO Warehouse: DROP Vin #: HAVIST O INCLUDE THE FOLLOWING EQUIPMENT BRACKETS: (1) C-EB30-APR-1P (1) C-EB40-WS2-1P (1) (1) AND WHATEVER OTHER FILLER PLATES NECESSARY TO COMPLETE THE INSTALLATION ***** NC STATE CONTRACT 680D	321.3900	321.39

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Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

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 184 HODGES GAP ROAD
 BOONE, NC 28607

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Telephone: 828-265-7607

E-mail: Kelly.Redmon@watgov.org

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
03/08/22	GROUND SHIPMENT	PPAY & ADD TO INVOICE		NET30	
Entered By		Salesperson	Ordered By	Project Name	
Dempsey Owens		Dempsey Owens - Greensboro	MAJOR KELLY REDMON		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	C-ARM-103 HAV FLIP-UP ARMREST, ATTACHES TO CONSOLE Warehouse: DROP Vin #: HAVIS ARMREST	88.3200	88.32
1	1	Y	NC STATE CONTRACT 680D CUP2-1001 HAV Self-Adjusting Double Cup Holder Warehouse: DROP Vin #: HAVIS CUPHOLDER	36.3200	36.32
1	1	Y	NC STATE CONTRACT 680D PKG-PSM-145 HAVIS DURANGO/CHEROKEE COMPUTER BASE PACKAGE Warehouse: DROP Vin #: HAVIS VEHICLE YEAR, MAKE, & MODEL ---2022 DURANGO ***** NC STATE CONTRACT 680D	201.9200	201.92

Print Date	03/08/22
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Continued on Next Page

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 E-mail: Kelly.Redmon@watgov.org

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
03/08/22	GROUND SHIPMENT	PPAY & ADD TO INVOICE		NET30
Entered By		Salesperson	Ordered By	Project Name
Dempsey Owens		Dempsey Owens - Greensboro	MAJOR KELLY REDMON	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	C-ADP-101 HAV MULTI MANUFACTURER LAPTOP ADAPTER PLATE Warehouse: DROP Vin #: HAVIS ADAPTER	29.3300	29.33
1	1	Y	NC STATE CONTRACT 680D 7160-0250 GJ NOTEPAD-5 UNIVERSAL COMPUTER CRADLE Warehouse: DROP Vin #: GAMBER JOHNSON WILL ADJUST FOR COMPUTERS WITH THE FOLLOWING WIDTH - 10.62 TO 16.5 INCHES THICKNESS - UP TO 1.50 INCHES DEPTH - 9.00 TO 12.38 INCHES *****	255.6000	255.60
1	1	Y	NC STATE CONTRACT 680D WK0514DUR11 SMC VERTICAL STEEL BAR WINDOW BARRIERS201H+ DURANGO Warehouse: DROP Vin #: SETINA VEHICLE YEAR - 2021 DURANGO ***** NC STATE CONTRACT 680D	179.6800	179.68

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	431992
Customer No.	WATAU

Bill To

WATAUGA CO SHERIFF'S DEPARTMENT
 ACCOUNTS PAYABLE
 184 HODGES GAP ROAD
 BOONE, NC 28607

Ship To

WATAUGA CO SHERIFF'S DEPARTMENT
 184 HODGES GAP ROAD
 ATTE: MAJOR KELLY REDMON
 BOONE, NC 28607
 US

Contact:
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 E-mail: tyler.honeycutt@watgov.org

Contact: MAJOR KELLY REDMON
 Telephone: 828-265-7607
 E-mail: Kelly.Redmon@watgov.org

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
03/08/22	GROUND SHIPMENT	PPAY & ADD TO INVOICE		NET30
Entered By		Salesperson	Ordered By	Project Name
Dempsey Owens		Dempsey Owens - Greensboro	MAJOR KELLY REDMON	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	PK0123DUR112ND SMC 12VS VINYL CTD EXP MTL CARGO BARRIER 201+ DURANGO Warehouse: DROP Vin #: SETINA VEHICLE YEAR - 2021 DURANGO ***** NC STATE CONTRACT 680D	334.2400	334.24
1	1	Y	PK1126DUR11 SMC 10XL-RP CTD POLY PARTITION WEXP MTL WINDOW COVER Warehouse: DROP Vin #: SETINA VEHICLE - DODGE DURANGO YEAR - 2021 HORIZONTAL SLIDING WINDOW WITH EXPANDED METAL COVER OVER THE OPENING--- INCLUDES 2 PIECE LOWER PANELS EXTRA LEGROOM ON PASSENGER SIDE ***** NC STATE CONTRACT 680D	617.6000	617.60

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	431992
Customer No.	WATAU

Bill To

WATAUGA CO SHERIFF'S DEPARTMENT
 ACCOUNTS PAYABLE
 184 HODGES GAP ROAD
 BOONE, NC 28607

Ship To

WATAUGA CO SHERIFF'S DEPARTMENT
 184 HODGES GAP ROAD
 ATT: MAJOR KELLY REDMON
 BOONE, NC 28607
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E-mail: Kelly.Redmon@watgov.org

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
03/08/22	GROUND SHIPMENT	PPAY & ADD TO INVOICE		NET30	
Entered By		Salesperson	Ordered By	Project Name	
Dempsey Owens		Dempsey Owens - Greensboro	MAJOR KELLY REDMON		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	GK10271UHKSVS SMC SINGLE T RAIL MT UNIV XL, H/C KEY OVERRIDE Warehouse: DROP Vin #: ATTACH COMPLETED GUN LOCK ORDER FORM TO ORDER ***** SETINA NC STATE CONTRACT 680D	211.8800	211.88
1	1	Y	75456 SLI STINGER DS HL W/12VDC CHGR (NMH BATTERY) Warehouse: DROP Vin #: STREAMLIGHT 640 LUMEN LIGHT OUTPUT *****	110.0000	110.00
1	1	Y	BI-BR-930-USB Brooking 3 Hole Outlet with USB Warehouse: DROP Vin #: BROOKINGS NC STATE CONTRACT 680D	23.9000	23.90

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	431992
Customer No.	WATAU

Bill To

WATAUGA CO SHERIFF'S DEPARTMENT
 ACCOUNTS PAYABLE
 184 HODGES GAP ROAD
 BOONE, NC 28607

Ship To

WATAUGA CO SHERIFF'S DEPARTMENT
 184 HODGES GAP ROAD
 ATT: MAJOR KELLY REDMON
 BOONE, NC 28607
 US

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 E-mail: tyler.honeycutt@watgov.org

Contact: MAJOR KELLY REDMON
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 E-mail: Kelly.Redmon@watgov.org

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
03/08/22	GROUND SHIPMENT	PPAY & ADD TO INVOICE		NET30
Entered By		Salesperson	Ordered By	Project Name
Dempsey Owens		Dempsey Owens - Greensboro	MAJOR KELLY REDMON	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	MISC GOR PT # 5202-2L61 Push Bumper with ION Cutouts Warehouse: GBKO Vin #: GO RHINO PUSH BUMPER	343.9200	343.92
1	1	Y	NC SHERIFF'S CONTRACT SPEC # 10 MISC GOR PT # 5202WHD 21 + Durango Head Wraps Warehouse: GBKO Vin #: GO RHINO HEADLIGHT WRAPS	223.0900	223.09
FREIGHT WILL BE ADDED TO THE INVOICE					
Approved By: _____ <input type="checkbox"/> Approve All Items & Quantities Quote Good for 30 Days					

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Subtotal	4,730.37
Freight	0.00
6.750 % Sales Tax	319.30
Order Total	5,049.67

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New

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	431992-A
Customer No.	WATAU

Bill To

WATAUGA CO SHERIFF'S DEPARTMENT
 ACCOUNTS PAYABLE
 184 HODGES GAP ROAD
 BOONE, NC 28607

Ship To

WATAUGA CO SHERIFF'S DEPARTMENT
 184 HODGES GAP ROAD
 ATT: MAJOR KELLY REDMON
 BOONE, NC 28607
 US

Contact:
Telephone: 828-264-3761
E-mail: tyler.honeycutt@watgov.org

Contact: MAJOR KELLY REDMON
Telephone: 828-265-7607
E-mail: Kelly.Redmon@watgov.org

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
03/08/22	GROUND SHIPMENT	PPAY & ADD TO INVOICE		NET30
Entered By		Salesperson	Ordered By	Resale Number
Dempsey Owens		Dempsey Owens - Greensboro	MAJOR KELLY REDMON	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	N	INFO VEHICLE INFORMATION 2022 DODGE DURANGO Warehouse: DROP Vin #: 2021 DODGE DURANGO	0.0000	0.00
1	1	Y	EVP WEC EMERGENCY VEHICLE PRODUCTS NCSA #38 Warehouse: DROP Vin #: EVP PACKAGE INCLUDES: NC SHERIFF'S CONTRACT # 190 a. Whelen - Inner Edge XP Front Full-Width Interior LED System with 2 LED Takedown Lights PT# IX44UFZ b. Whelen - Rear Full-Width Interior LED System PT# DP603300 c. Whelen - Four IONS Instead the VTX-609 d. Whelen - 295SLSA6 WHELEN integrated siren and light controller with PA e. Whelen - SA315P Speaker f. Whelen - SAK54 Speaker Bracket	1,600.1000	1,600.10
1	1	Y	IX44UFZ-BB WEC INNER EDGE XLP 10LT 13 DURANGO B/B Warehouse: DROP Vin #: WHELEN SEE ATTACHED WIZARD--- ***** INCLUDED IN EVP	0.0000	0.00

Print Date	08/15/22
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Page No.	1

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	431992-A
Customer No.	WATAU

Bill To

WATAUGA CO SHERIFF'S DEPARTMENT
 ACCOUNTS PAYABLE
 184 HODGES GAP ROAD
 BOONE, NC 28607

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Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
03/08/22	GROUND SHIPMENT	PPAY & ADD TO INVOICE		NET30	
Entered By		Salesperson	Ordered By	Resale Number	
Dempsey Owens		Dempsey Owens - Greensboro	MAJOR KELLY REDMON		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	DP6AAABBB WEC DOMINATOR PLUS 3 BLUE 3 AMBER Warehouse: DROP Vin #:	0.0000	0.00
1	1	Y	WHELEN INCLUDED IN EVP DBKT4 WEC L-ANGLE MTG BRACKET KIT FOR DOMINATOR (2 BRKTS) Warehouse: DROP Vin #:	0.0000	0.00
4	4	Y	INCLUDED IN EVP SPEC # 190 USED TO MOUNT THE DP603300 WEC-IONB Whelen ION W/Universal Mount - Blue Warehouse: GBKO Vin #:	0.0000	0.00
1	1	Y	WHELEN INCLUDED IN EVP WEC-295SLSA6 Whelen 100/200W Scan-Lock Self-Contained Siren/Switch Warehouse: GBKO Vin #:	0.0000	0.00
1	1	Y	SA315P Whelen 100W Compact Black Composite 122DB Speaker Warehouse: GBKO Vin #:	0.0000	0.00

Print Date	08/15/22
Print Time	09:31:31 PM
Page No.	2

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4809 KOGER BLVD
GREENSBORO, NC 27407

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Entered By		Salesperson	Ordered By	Resale Number
Dempsey Owens		Dempsey Owens - Greensboro	MAJOR KELLY REDMON	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	SAK54 WEC SA315P SPEAKER BRACKET - 2013+ DURANGO Warehouse: OKLA Vin #: INCLUDED IN EVP SPEC # 190	0.0000	0.00
2	2	Y	WEC-IONB Whelen ION W/Universal Mount - Blue Warehouse: GBKO Vin #: WHELEN ION BLUE	83.5000	167.00
1	1	Y	NC STATE CONTRACT 680D C-VS-2300-DUR HAV 23" CONSOLE, 2021+ DURANGO Warehouse: DROP Vin #: HAVIST O INCLUDE THE FOLLOWING EQUIPMENT BRACKETS: (1) C-EB30-APR-1P (1) C-EB40-WS2-1P (1) (1) AND WHATEVER OTHER FILLER PLATES NECESSARY TO COMPLETE THE INSTALLATION ***** NC STATE CONTRACT 680D	321.3900	321.39

Print Date	08/15/22
Print Time	09:31:31 PM
Page No.	3

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Continued on Next Page

Sales Quote

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4809 KOGER BLVD
GREENSBORO, NC 27407

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Sales Quote No.	431992-A
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Entered By		Salesperson	Ordered By	Resale Number	
Dempsey Owens		Dempsey Owens - Greensboro	MAJOR KELLY REDMON		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	C-ARM-103 HAV FLIP-UP ARMREST, ATTACHES TO CONSOLE Warehouse: DROP Vin #: HAVIS ARMREST	88.3200	88.32
1	1	Y	NC STATE CONTRACT 680D CUP2-1001 HAV Self-Adjusting Double Cup Holder Warehouse: DROP Vin #: HAVIS CUPHOLDER	36.3200	36.32
1	1	Y	NC STATE CONTRACT 680D PKG-PSM-145 HAVIS DURANGO/CHEROKEE COMPUTER BASE PACKAGE Warehouse: DROP Vin #: HAVIS VEHICLE YEAR, MAKE, & MODEL ---2022 DURANGO ***** NC STATE CONTRACT 680D	201.9200	201.92

Print Date	08/15/22
Print Time	09:31:31 PM
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Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
03/08/22	GROUND SHIPMENT	PPAY & ADD TO INVOICE		NET30
Entered By		Salesperson	Ordered By	Resale Number
Dempsey Owens		Dempsey Owens - Greensboro	MAJOR KELLY REDMON	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	C-ADP-101 HAV MULTI MANUFACTURER LAPTOP ADAPTER PLATE Warehouse: DROP Vin #: HAVIS ADAPTER	29.3300	29.33
1	1	Y	NC STATE CONTRACT 680D 7160-0250 GJ NOTEPAD-5 UNIVERSAL COMPUTER CRADLE Warehouse: DROP Vin #: GAMBER JOHNSON WILL ADJUST FOR COMPUTERS WITH THE FOLLOWING: WIDTH - 10.62 TO 16.5 INCHES THICKNESS - UP TO 1.50 INCHES DEPTH - 9.00 TO 12.38 INCHES *****	255.6000	255.60
1	1	Y	NC STATE CONTRACT 680D WK0514DUR11 SMC VERTICAL STEEL BAR WINDOW BARRIERS201H+ DURANGO Warehouse: DROP Vin #: SETINA VEHICLE YEAR - 2021 DURANGO ***** NC STATE CONTRACT 680D	205.4400	205.44

Print Date	08/15/22
Print Time	09:31:31 PM
Page No.	5

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Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	431992-A
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03/08/22	GROUND SHIPMENT	PPAY & ADD TO INVOICE		NET30	
Entered By		Salesperson	Ordered By	Resale Number	
Dempsey Owens		Dempsey Owens - Greensboro	MAJOR KELLY REDMON		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	PK0123DUR112ND SMC 12VS VINYL CTD EXP MTL CARGO BARRIER 201+ DURANGO Warehouse: DROP Vin #: SETINA VEHICLE YEAR - 2021 DURANGO ***** NC STATE CONTRACT 680D	372.8800	372.88
1	1	Y	1K0574DUR11 SMC 6-VS SPT COATED POLY PARTITION 201+ DURANGO Warehouse: GBKO Vin #: VEHICLE - 2023 DURANGO DURANGO SPT PARTITION FOR VEHICLES WITH STOCK OEM REAR SEATS *****	772.1600	772.16
1	1	Y	NC STATE CONTRACT 680D GK10271UHKSVSCA SMC SINGLE T RAIL MT UNIV XL, H/C KEY OVERRIDE Warehouse: DROP Vin #: ATTACH COMPLETED GUN LOCK ORDER FORM TO ORDER ***** SETINA NC STATE CONTRACT 680D	237.6400	237.64

Print Date	08/15/22
Print Time	09:31:31 PM
Page No.	6

Printed By: Dempsey Owens

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	431992-A
Customer No.	WATAU

Bill To

WATAUGA CO SHERIFF'S DEPARTMENT
 ACCOUNTS PAYABLE
 184 HODGES GAP ROAD
 BOONE, NC 28607

Ship To

WATAUGA CO SHERIFF'S DEPARTMENT
 184 HODGES GAP ROAD
 ATTE: MAJOR KELLY REDMON
 BOONE, NC 28607
 US

Contact:
Telephone: 828-264-3761
E-mail: tyler.honeycutt@watgov.org

Contact: MAJOR KELLY REDMON
Telephone: 828-265-7607
E-mail: Kelly.Redmon@watgov.org

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
03/08/22	GROUND SHIPMENT	PPAY & ADD TO INVOICE		NET30	
Entered By		Salesperson	Ordered By	Resale Number	
Dempsey Owens		Dempsey Owens - Greensboro	MAJOR KELLY REDMON		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	GK0726 SMC 10 SEC DELAY TIMER W/SWITCH Warehouse: GBKO Vin #: SETINA GUN LOCK TIMER (NOW SOLD SEPARATE MUST HAVE IF NOT USING A SMART SIREN)	31.5600	31.56
1	1	Y	NC STATE CONTRACT 680D 75456 SLI STINGER DS HL W/12VDC CHGR (NMH BATTERY) Warehouse: DROP Vin #: STREAMLIGHT 640 LUMEN LIGHT OUTPUT *****	110.0000	110.00
1	1	Y	BI-BR-930-USB Brooking 3 Hole Outlet with USB Warehouse: DROP Vin #: BROOKINGS NC STATE CONTRACT 680D	26.3500	26.35

Print Date	08/15/22
Print Time	09:31:31 PM
Page No.	7

Printed By: Dempsey Owens

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	431992-A
Customer No.	WATAU

Bill To

WATAUGA CO SHERIFF'S DEPARTMENT
 ACCOUNTS PAYABLE
 184 HODGES GAP ROAD
 BOONE, NC 28607

Ship To

WATAUGA CO SHERIFF'S DEPARTMENT
 184 HODGES GAP ROAD
 ATT: MAJOR KELLY REDMON
 BOONE, NC 28607
 US

Contact:
 Telephone: 828-264-3761
 E-mail: tyler.honeycutt@watgov.org

Contact: MAJOR KELLY REDMON
 Telephone: 828-265-7607
 E-mail: Kelly.Redmon@watgov.org

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
03/08/22	GROUND SHIPMENT	PPAY & ADD TO INVOICE		NET30
Entered By		Salesperson	Ordered By	Resale Number
Dempsey Owens		Dempsey Owens - Greensboro	MAJOR KELLY REDMON	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	MISC GOR PT # 5202-2L61 Push Bumper with ION Cutouts Warehouse: GBKO Vin #: GO RHINO PUSH BUMPER	361.1200	361.12
1	1	Y	NC SHERIFF'S CONTRACT SPEC # 10 MISC GOR PT # 5202 WHD 21 + Durango Head Wraps Warehouse: GBKO Vin #: GO RHINO HEADLIGHT WRAPS NC SHERIFF'S CONTRACT SPEC # 10	332.7400	332.74

FREIGHT WILL BE ADDED TO THE INVOICE

Approved By: _____
 Approve All Items & Quantities
Quote Good for 30 Days

Print Date	08/15/22
Print Time	09:31:31 PM
Page No.	8

Subtotal	5,149.87
Freight	0.00
6.750 % Sales Tax	347.62
Order Total	5,497.49

Printed By: Dempsey Owens

AGENDA ITEM 7:

PROJECT ON AGING MATTERS

A. Proposed Allocation of American Rescue Plan Act (ARPA) Funds

MANAGER’S COMMENTS:

Ms. Angie Boitnotte, Project on Aging Director, will request the Board accept \$146,001 in American Rescue Plan Act (ARPA) funding. The funds would be utilized to provide additional In-Home Aide services and Home Delivered and Congregate meals. No match is required and funds are required to be expended by September 30, 2024.

Board action is required to accept the funds.



Watauga County Project on Aging

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

Website: www.wataugacounty.org/aging 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

DATE: August 24, 2022

SUBJ: Allocation of American Rescue Plan Act (ARPA) Funds

The American Rescue Plan Act provides funding for supportive and access services, caregiver support and senior nutrition programs to assist in responding to the COVID pandemic. This Act provides funding to help counties provide additional In-Home Aide services as well as additional Home Delivered and Congregate meals to older adults. The Project on Aging is eligible to receive \$146,001 in ARPA funds, and there is no match requirement for the funds. The funds must be expended by September 30, 2024.

Upon approval, these funds will become part of the Project on Aging FY 2023 budget.

cc: Karin Bare, Administrative Assistant II

DAAS-735-ARPA

July 1, 2022 through September 30, 2024

**American Rescue Plan Act (ARPA)
Agreement for the Provision of County-Based Aging Services**

This Agreement, entered into as of this 1st day of July 2022, by and between Watauga County (hereinafter referred to as the "County") and the High Country Area Agency on Aging (hereinafter referred to as the "Area Agency").

Witnesseth That:

WHEREAS, Congress supported the safety and independence of older adults during the COVID-19 pandemic through emergency funding for supportive and access services, for caregiver support, and for senior nutrition programs in the American Rescue Plan Act (ARPA), and

WHEREAS, funding expended from the American Rescue Plan Act must be used to respond to the COVID-19 pandemic emergency by providing Older Americans Act services related to the response, and

WHEREAS, funds must be expended on allowable Older Americans Act activities as defined by the Older Americans Act and state and local policy, and

WHEREAS, the Area Agency and the County agree to the terms and conditions for provision of aging services in connection with activities financed in part by the American Rescue Plan Act and authorized under Title III of the Older Americans Act, provided to the Area Agency from the United States Department of Health and Human Services through the North Carolina Division of Aging and Adult Services (DAAS), as set forth in a) this document, b) related administrative letters on the federal disaster grants issued by the Division of Aging and Adult Services to convey the flexibilities, requirements for allowable expenditures and documentation of service delivery, and other applicable flexibilities and waivers permitted under the American Rescue Plan Act and Major Disaster Declaration, c) the Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers, d) the Division of Aging and Adult Services Service Standards and, e) the Division of Aging and Adult Services Community Service Providers Monitoring Guidelines.

NOW THEREFORE, in consideration of these premises, and mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. Community service providers specified by the County to encourage maximum collocation and coordination of services for older persons are as follows:

Watauga County Project on Aging

The Community Service Provider(s) shall be the same as those specified on the Provider Services Summary format(s) (DAAS-732-ARPA) for the period stated above as deemed necessary for a prompt and efficient response during and after the Major Disaster Declaration.

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2. Availability of Funds. The terms set forth in this Agreement for payment are contingent upon the receipt of the American Rescue Plan Act funding by the Area Agency.
3. Grant Administration. The grant administrator for the Area Agency shall be Zack Green, High Country Area Agency on Aging Director. The grant administrator for the County shall be Deron Geouque, Watauga County Manager.

It is understood and agreed that the grant administrator for the County shall represent the County in the performance of this Agreement. The County shall notify the Area Agency in writing if the administrator changes during the grant period. Specific responsibilities of the grant administrator for the County are provided in paragraph eight (8) of this Agreement.

4. Services authorized under this agreement or those identified as necessary to provide timely and necessary response to the COVID-19 pandemic, provided they are among those services allowable under Titles III-B and III-C of the Older Americans Act, as specified on the Provider Services Summary format(s) (DAAS-732-ARPA), or alternate methods of service delivery as part of COVID-19 response and recovery as allowable under a federal or state Major Disaster Declaration, are to be completed no later than September 30, 2024 and shall be undertaken and pursued in such sequence as to assure their expeditious completion. All services required hereunder shall be completed on or before the end of the Agreement period stated above.
5. Assignability and Contracting. The County shall not assign all or any portion of its interest in this Agreement. Any purchase of services with American Rescue Plan Act funding shall be carried out in accordance with the procurement and contracting policy of the community services provider or, where applicable, the Area Agency, which does not conflict with procurement and contracting requirements contained in 45 CFR Part 75, Subpart D-Post Federal Award Requirements, Procurement Standards, except for those services purchased in response to, and during the active period of the Major Disaster Declaration for North Carolina due to the COVID-19 pandemic, as declared by the President of the United States on March 25, 2020, effective January 20, 2020 and continuing. Federal funds shall not be awarded to any subrecipients who have been suspended or debarred by the Federal government. In addition, Federal funds may not be used to purchase goods or services costing over \$100,000 from a vendor that has been suspended or debarred from Federal grant programs.
6. Compensation and Payments to the County. The County shall be compensated for the work and services actually performed under this Agreement by payments to be made monthly by the Area Agency. Total reimbursement to the community service providers under this Agreement may not exceed the grand total of applicable COVID-19 funding, as specified on the Provider Services Summary format (DAAS-732-ARPA).
 - (a) Reimbursement of Service Costs
Providers must have a method of projecting service costs based on estimated revenues and expenses, in order to receive adequate reimbursement as well as show reasonable and justifiable costs. Reimbursement of service costs will be based on the DAAS-732-A-ARPA Service Cost Computation Worksheet and the DAAS 732-A-1-ARPA Labor Distribution Form or comparable formats to develop unit and non-unit costs.

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- (b) Role of the County Finance Director
The County Finance Director shall be responsible for disbursing American Rescue Plan Act Grant Funding to Community Service Providers in accordance with procedures specified in the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Manual for Community Service Providers, revised February 17, 1997.
- (c) Payment of Administration on Aging Nutrition Services Incentive Program (NSIP) Subsidy
NSIP subsidy for congregate and home delivered meals is not allowable under American Rescue Plan Act funding.

- 7. Collection of Non-Federal Matching Resources. There is no match requirement for the County for direct services delivered through American Rescue Plan Act funding.
- 8. Reallocation of Funds and Budget Revisions. Any reallocation of American Rescue Plan Act funding between counties shall be voluntary on the part of the County and shall be effective only for the period of the Agreement. The reallocation of American Rescue Plan Act funds between counties will not affect the allocation of future funding to the County.

If during the performance period of the Agreement, the Area Agency determines that a portion of American Rescue Plan Act funding will not be expended, the grant administrator for the County shall be notified in writing by the Area Agency and given the opportunity to make funds available for reallocation to other counties in the Planning and Service Area or elsewhere in the state.

Unless community services providers have been given the capacity to enter data into the Aging Resources Management System (ARMS), Area Agencies on Aging are responsible for entering amended service data into the Division of Aging and Adult Services Management Information System.

- 9. Monitoring. This Agreement will be monitored to assure that services are being provided as stated in this agreement and as outlined in administrative letters on American Rescue Plan Act federal disaster grants issued by the Division of Aging and Adult Services to convey the requirements for allowable expenditures and documentation of service delivery to eligible older adults.

The County will receive a written report of monitoring findings in accordance with procedures established in Section 308 of the AAA Policies and Procedures Manual (<http://www.ncdhhs.gov/aging/monitor/mpolicy.htm>). Any areas of non-compliance will be addressed in a written corrective action plan with the community service provider.

- 10. Disputes and Appeals. Any dispute concerning a question of fact arising under this Agreement shall be identified to the designated grants administrator for the Area Agency. In accordance with Lead Regional Organization (LRO) policy, a written decision shall be promptly furnished to the designated grants administrator for the County.

The decision of the LRO is final unless within twenty (20) days of receipt of such decision the grant administrator for the County furnishes a written request for appeal to the Director of the North Carolina Division of Aging and Adult Services, with a copy sent to the Area Agency. The request

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for appeal shall state the exact nature of the complaint. The Division of Aging and Adult Services will inform the grant administrator for the County of its appeal procedures and will inform the Area Agency that an appeal has been filed. Procedures thereafter will be determined by the appeals process of the Division of Aging and Adult Services. The state agency address is as follows:

Director
 North Carolina Division of Aging and Adult Services
 693 Palmer Drive
 2101 Mail Service Center
 Raleigh, North Carolina 27699-2101

11. Termination for Cause. If through any cause, the County shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or the County has or shall violate any of the covenants, agreements, representations or stipulations of this Agreement, the Area Agency shall have the right to terminate this Agreement by giving the County's Executive Officer written notice of such termination no fewer than fifteen (15) days prior to the effective date of termination. In such event, all finished documents and other materials collected or produced under this Agreement shall at the option of the Area Agency, become its property. The County shall be entitled to receive just and equitable compensation for any work satisfactorily performed under this Agreement.
12. Audit. The County agrees to have an annual independent audit in accordance with North Carolina General Statutes, North Carolina Local Government Commission requirements, Division of Aging and Adult Services Program Audit Guide for Aging Services, and Federal Office of Budget and Management (OMB) Uniform Guidance 2 CFR Part 200.

Community service providers, as specified in paragraph one (1), who are not units of local government or otherwise subject to the audit and other reporting requirements of the Local Government Commission are subject to audit and fiscal reporting requirements, as stated in NC General Statute 143C-6-22 and 23 and OMB Uniform Guidance CFR 2 Part 200, where applicable. Applicable community service providers must send a copy of their year-end financial statements, and any required audit, to the Area Agency on Aging. Providers are not required to submit Activities and Accomplishments Reports. For-profit corporations are not subject to the requirements of OMB Uniform Guidance 2 CFR Part 200 but are subject to NC General Statute 143C-6-22 and 23 and Yellow Book audit requirements, where applicable. Federal funds may not be used to pay for a Single or Yellow Book audit unless it is a federal requirement. State funds will not be used to pay for a Single or Yellow Book audit if the provider receives less than \$500,000 in state funds. The Department of Health and Human Services will provide confirmation of federal and state expenditures at the close of the state fiscal year. Information on audit and fiscal reporting requirements can be found at <https://www.osbm.nc.gov/management/grants>.

The following provides a summary of reporting requirements under NCGS 143C-6-22 and 23 and OMB Uniform Guidance 2 CFR Part 200 based upon funding received and expended during the service provider's fiscal year.

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<u>Annual Expenditures</u>	<u>Report Required to AAA</u>	<u>Allowable Cost for Reporting</u>
Less than \$25,000 in State or Federal funds	Certification form and State Grants Compliance Reporting <\$25,000 (item # 11, Activities and Accomplishments does not have to be completed) <u>OR</u> Audited Financial Statements in Compliance with GAO/GAS (i.e. Yellow Book)	N/A
Greater than \$25,000 and less than \$500,000 in State funds or \$750,000 in Federal funds	Certification form and Schedule of Grantee Receipts >\$25,000 and Schedule of Receipts and Expenditures Funds <u>OR</u> Audited Financial Statements in Compliance with GAO/GAS (i.e. Yellow Book)	N/A
\$500,000 + in State funds but Federal pass through is less than \$750,000	Audited Financial Statement in compliance with GAO/GAS (i.e. Yellow Book)	May use State funds, but <u>not</u> Federal funds
\$500,000+ in State funds and \$750,000+ in Federal pass through funds	Audited Financial Statement in compliance with OMB Uniform Guidance 2 CFR Part 200 (i.e. Single Audit)	May use State and Federal funds
Less than \$500,000 in State funds and \$750,000+ in Federal pass through funds	Audited Financial Statement in compliance with OMB Uniform Guidance 2 CFR Part (i.e. Single Audit)	May use Federal funds, but <u>not</u> State funds

13. Audit/Assessment Resolutions and Disallowed Cost. It is further understood that the community service providers are responsible to the Area Agency for clarifying any audit exceptions that may arise from any Area Agency assessment, community service provider single or financial audit, or audits conducted by the State or Federal Governments. In the event that the Area Agency or the Department of Health and Human Services disallows any expenditure made by the community service provider for any reason, the County shall promptly repay such funds to the Area Agency once any final appeal is exhausted in accordance with paragraph ten (10). The only exception is if the Area Agency on Aging is approved to provide direct services under the American Rescue Plan Act and expenditures are disallowed by the Division of Aging and Adult Services. In this case, the Area Agency is responsible for any disallowed costs. The Area Agency on Aging can recoup any required payback from the community service provider in the event that payback is due to a community service provider's failure to meet OMB Uniform Guidance CFR 2 Part 200, 45 CFR Part 1321 or state eligibility requirements as specified in policy.
14. Indemnity. The County agrees to indemnify and save harmless the Area Agency, its agents, and employees from and against any and all loss, cost, damages, expenses, and liability arising out of performance under this Agreement to the extent of errors or omissions of the County.

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15. Equal Employment Opportunity and Americans with Disabilities Act Compliance. The County as identified in paragraph one (1), shall comply with all federal and state laws relating to equal employment opportunity and accommodation for disability.
16. Data to be Furnished to the County. All information which is existing, readily available to the Area Agency without cost and reasonably necessary, as determined by the Area Agency's staff, for the performance of this Agreement by the County shall be furnished to the County without charge by the Area Agency. The Area Agency, its agents and employees, shall fully cooperate, with the County in the performance of the County's duties under this Agreement.
17. Rights in Documents, Materials and Data Produced. The County agrees that at the discretion of the Area Agency, all reports and other data prepared by or for it under the terms of this Agreement shall be delivered to, become and remain, the property of the Area Agency upon termination or completion of the work. Both the Area Agency and the County shall have the right to use same without restriction or limitation and without compensation to the other. For the purposes of this Agreement, "data" includes writings, sound recordings, or other graphic representations, and works of similar nature. No reports or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the County.
18. Maintenance of Records. The County shall maintain all financial and program records for a period of five (5) years from the date of final payment under this contract, for inspection by the Area Agency, the North Carolina Division of Aging and Adult Services, and the Comptroller General of the United States, or any of their duly authorized representatives. If any litigation, claim, negotiation, audit or other action involving the County's records has been started before the expiration of the five-year period, the records must be retained until completion of the action and resolution of all issues which arise from it.
19. Interest of the Governing Board. The Governing Board covenants that neither the Governing Board nor its agents or employees presently has an interest, nor shall acquire an interest, direct or indirect, which conflicts in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the service hereunder in an impartial and unbiased manner.
20. Interest of Members of the Area Agency, Lead Regional Organization, and Others. No officer, member or employee of the Area Agency or Lead Regional Organization, and no public official of any local government which is affected in any way by the Project, who exercises any function or responsibilities in the review or approval of the Project or any component part thereof, shall participate in any decisions relating to this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; nor shall any such persons have any interest, direct or indirect, in this Agreement or the proceeds arising there from.
21. Officials not to Benefit. No member of or delegate to the Congress of the United States of America, resident Commissioner or employee of the United States Government, shall be entitled to any share or part of this Agreement or any benefits to arise here from.

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22. Prohibition Against Use of Funds to Influence Legislation. No part of any funds under this Agreement shall be used to pay the salary or expenses of any employee or agent acting on behalf of the County to engage in any activity designed to influence legislation or appropriations pending before Congress.
23. Confidentiality and Security. Any client information received in connection with the performance of any function of a community service provider or its subcontractors under this Agreement shall be kept confidential. The community service provider acknowledges that in receiving, storing, processing, or otherwise handling any confidential information, the agency and any subcontractors will safeguard and not further disclose the information except as provided in this Agreement and accompanying documents.
24. Record Retention and Disposition. All state and local government agencies, nongovernmental entities, and their subrecipients, including applicable vendors, that administer programs funded by federal sources passed through the NC DHHS and its divisions and offices are expected to maintain compliance with the NC DHHS record retention and disposition schedule and any agency-specific program schedules developed jointly with the NC Department of Cultural Resources, Division of Archives and Records. Retention requirements apply to the community service providers funded under this Agreement to provide Home and Community Care Block Grant and other services necessary to provide emergency response funded through American Rescue Plan Act funding. Information on retention requirements is posted at <https://www.ncdhhs.gov/about/administrative-offices/office-controller/records-retention> and updated semi-annually by the NC DHHS Controller's Office. By funding source and state fiscal year, this schedule lists the earliest date that grant records in any format may be destroyed. The Division of Archives and Records provides information about destroying confidential data and authorized methods of record destruction (paper and electronic) at <https://archives.ncdcr.gov/government/retention-schedules>.

The NC DHHS record retention schedule is based on federal and state regulations and pertains to the retention of all financial and programmatic records, supporting documents, statistical records, and all other records supporting the expenditure of a federal grant award. Records legally required for ongoing official proceedings, such as outstanding litigation, claims, audits, or other official actions, must be maintained for the duration of that action, notwithstanding the instructions of the NC DHHS record retention and disposition schedule.

In addition to record retention requirements for records in any format, the long-term and/or permanent preservation of electronic records require additional commitment and active management by agencies. The community service provider will comply with all policies, standards, and best practices published by the Division of Aging and Adult Services regarding the creation and management of electronic records.

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- 25. Applicable Law. This Agreement is executed and is to be performed in the State of North Carolina, and all questions of interpretation and construction shall be construed by the laws of such State.

In witness whereof, the Area Agency and the County have executed this Agreement as of the day first written above.

County

Attest:

 Anita Fogle, Clerk
 Watauga Co. Board of Commissioners

By: _____
 John Welch, Chair
 Watauga Co. Board of Commissioners

High Country Area Agency on Aging

Attest:

 Zack Green, Director
 High Country Area Agency on Aging

By: _____
 Julie Wiggins, Executive Director
 High Country Council of Governments

Provision for payment of the monies to fall due under this Agreement within the current fiscal year have been made by appropriation duly authorized as required by the Local Government Budget and Fiscal Control Act.

BY: _____
 Julie Page, Finance Officer, High Country Council of Governments

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This page will be utilized when the Area Agency is designated by County to write checks to community service providers.

- 26. Payment to Community Service Providers by the Area Agency on Aging.
 The County authorizes the Area Agency on Aging, in lieu of the County Finance Officer, to provide interim and reimbursement payments to community service providers as prescribed in paragraphs 6(a) and (c) of this Agreement. Services applicable to this authorization are as follows:

Community Service Provider

Service

Watauga County Project on Aging

OAA Title III-B Services
OAA Title III-C Services

This authorization by the County shall be in compliance with requirements set forth in the North Carolina Budget and Fiscal Control Act. The County Finance Officer shall establish controls to account for the receipt and expenditure of American Rescue Plan Act Funds.

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AGENDA ITEM 7:

PROJECT ON AGING MATTERS

B. Proposed Appropriation of State Funds for Senior Centers

MANAGER'S COMMENTS:

Ms. Boitnotte will request the Board accept Senior Center General Purpose funding in the amount of \$14,577. Both Senior Centers are eligible; with \$10,901 for the L. E. Harrill Center and \$3,676 for the Western Watauga Community Center. The funds require a 25% match totaling \$4,859 that is included in the agency's current budget.

Board action is required to accept the Senior Center General Purpose funding in the amount of \$14,577 with the required 25% match.



Watauga County Project on Aging

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

Website: www.wataugacounty.org/aging 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

DATE: August 25, 2022

SUBJ: Appropriation of State Funds for Senior Centers

The Project on Aging received notification that each of the County's two senior centers are eligible to receive Senior Center General Purpose funding in the amount of \$14,577 on a reimbursement basis through an appropriation from the NC General Assembly and the Division of Aging. The L. E. Harrill Senior Center, as a Center of Excellence, is eligible to receive \$10,901 which requires a 25% local match of \$3,634. The Western Watauga Community Center is eligible to receive \$3,676, which requires a 25% local match of \$1,225. The required match is present in the agency's FY23 budget.

These funds can be used to support and develop programming and general operations including salaries, supplies, equipment, capital outlay, and other operating costs. We plan to use the funds to purchase equipment and supplies, and to cover other various ongoing expenses.

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

Thank you for your consideration.

**CONTRACT Between
HIGH COUNTRY COUNCIL OF GOVERNMENTS
AREA AGENCY ON AGING
and**

Watauga County Project on Aging

Federal Tax ID# 566001816

Western Watauga Community Center
Name of Senior Center Being Funded

I. Parties to the Contract:

This Contract, made and entered into this 15th day of August by and between Watauga County Project on Aging, hereinafter referred to as "Contractor" and the High Country Council of Governments, Area Agency on Aging hereinafter referred to as the "Agency". This Contract shall insure to the benefit of and be binding upon the parties hereto, their successors and legal representatives.

II. Effective Period:

This Contract period is effective July 1, 2022 and terminates on June 30, 2023, with the option to extend if mutually agreed, through a written amendment as provided for in Part XI.

III. Independent Status:

The parties hereto acknowledge that they are independent entities. Neither party shall represent itself as agent or employee of the other, nor shall either party bind or represent that it has the ability to bind the other to any monetary or legal obligation. The parties hereto acknowledge that neither this nor any provision hereof shall be deemed to create a partnership or joint venture between the parties.

IV. 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 Contract including fiscal responsibility for deviations from this Contract.

V. Administrators for the Contract:

The persons named below shall be administrators for the respective parties and shall be the persons to whom notices provided for in this Contract shall be given and to whom matters relating to administration or interpretation of this Contract shall be addressed. Either party may change its administrator or his address or his telephone number by written notice to the other party.

For the Agency:

**Zack Green, Director
High Country Area Agency on Aging
468 New Market Boulevard
Boone, N.C. 28607
(828) 265-5434 Ext. 122**

For the Contractor:

**Angie Boitnotte, Director
Watauga Project on Aging
132 Poplar Grove Connector, Suite A
Boone, NC 28607
(828) 265-8090**

VI. General Provisions:

- A. The place of this Contract, controlling its status and form, shall be Watauga County, North Carolina, and all matters relating to the validity, construction, interpretation, and enforcement of this Contract shall be determined in the courts of Watauga County. Any Suit in federal district court relating to this Contract shall be brought in the United States District Court, Western District of North Carolina.
- B. This Contract supersedes all prior agreements between the parties and expresses their entire understanding with respect to the transactions contemplated herein. Any prior agreements, verbal understandings or otherwise, shall be deemed merged herein. In witness whereof, the Contractor and the Agency have executed this Agreement in duplicate originals, one of which is retained by each of the parties.

VII. Responsibilities of the Agency:

Make payment to the Contractor as described in Section IX of this Contract.

VIII. Responsibilities of the Contractor:

- A. The Contractor shall expend the award in keeping with the attached description indicating how funding will be utilized. Funding will not be disbursed until this description is received by the Agency.
- B. The Contractor is to use or expend state funds only for the purposes for which they were appropriated by the General Assembly. If the Contractor is a governmental entity, such entity is subject to the provisions of the requirements of OMB Circular A-133 and the NC Single Audit Implementations Act of 1987. Furthermore, contractor will comply with reporting requirements as defined by the G.S. 146-6.2 (see Attachment A).
- C. Submitting any other plans, reports, documents or other products that the Agency may specify.
- D. Complying with Title VI and VIII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 (ADA) and all requirements imposed by Federal regulations, rules and guidelines issued pursuant to these Titles for both personnel employed and clients served.
- E. None of the work to be performed under this contract which involves the specialized skill or expertise of the Contractor shall be subcontracted without prior approval of the Agency's contract administrator.
- F. The disclosure of information concerning services, applicants or recipients obtained in connection with the performance of this contract is prohibited. The use of such information is restricted to the performance of the Contractor's responsibilities specified in this contract.

- G. The Contractor expressly states that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. The Contractor shall not employ any person having such interest during the performance of this contract. The Contractor further agrees to notify the Agency in writing of any instance that might have the appearance of a conflict of interest. Upon execution of this contract and prior to disbursement of funds, the Contractor shall submit to the Agency a notarized copy of the Contractor's policy addressing conflict of interest in accordance with G.S. 143-6.1 Section 13.

IX. Payment for Services:

Payment to the contractor will be conducted in the following manner:

- A. The High Country Council of Governments will pay the contractor \$3,676. State funds will not exceed 75% of total expenditures. The total match requirement is \$1,225. Total funding, including minimum local match is \$4,901.
- B. The High Country Council of Governments will reimburse the contractor for expenditures. Reimbursement will be made when the senior center expenditure information is entered into the ARMS. As with all other non-unit reimbursement funding, the contractor is to send invoices or other backup documentation to the AAA monthly or as expenditures are incurred and entered into ARMS. This funding is to be coded as Senior Center general purpose funds, service code 176, fund source code 7.
- C. Because funding is provided on a reimbursement basis, all requests for reimbursement must be submitted to the AAA by May 31, 2023.
- D. It is understood and agreed between the Contractor and the Agency that the payment of compensation specified in this agreement, its continuation or any renewal or extension thereof, is dependent upon and subject to the allocation or appropriation of funds to the Agency for the purpose set forth in this agreement.

X. Copyrights and Distribution of Materials:

The Contractor may copyright materials originated in the performance of this contract. These copyrights notwithstanding, the Agency may use, disclose, duplicate and distribute all materials delivered under this Contract. The Contractor hereby grants to the Agency a royalty-free, non-exclusive and irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others so to do, all data, reports, publications, studies, curricula or other materials originated in the performance of this Contract. Such license shall be only to the extent that the Contractor has the right to grant such license. The Contractor may not market the products of this Contract for profit.

XI. Amendment:

This Contract may be modified by written amendment at any time. From time to time, changes in the scope of the services of the Contractor to be performed under this agreement are required. Such changes, including but not limited to any renewal or extension, that increase or decrease the amount of the Contractor's compensation, which are mutually agreed upon by and between the Contractor and the Agency shall be incorporated in written amendments to this contract and signed by both parties.

XII. Termination:

This Contract may be canceled in whole or in part at any time:

- A. By either party, immediately for cause, upon written notice to the other party delivered by registered mail with return receipt requested, or in person;
- B. By either party, upon at least thirty days notice in writing to the other party delivered by registered mail with return receipt requested, or in person; or
- C. By mutual consent of both parties. After receipt of a notice of termination, and except as otherwise directed by the Agency, the Contractor shall cease work under the Contract on the date, and to the extent specified, in the notice of termination. In the event of termination in part, both parties shall continue the performance of this Contract to the extent not terminated. If the Contract is terminated as provided herein, the Contractor will be paid for services actually delivered through the termination date.

XIII. Default:

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Contract shall not be deemed to be a waiver of any other subsequent breach and shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing , signed by an authorized representative of the Agency and attached to this Contract.

In witness whereof, the Agency and the Contractor have executed this contract as of the day first written above.

Watauga County

Attest:

_____ By: _____
Contractor

High Country Area Agency on Aging

Attest:

_____ By: _____
Zack Green, Area Agency on Aging Julie Wiggins, Executive Director
High Country Council of Governments High Country Council of Governments

Provision for payment of the monies to fall due under this Agreement within the current fiscal year have been made by appropriation duly authorized as required by the Local Government Budget and Fiscal Control Act.

By: _____
Julie Page, Finance Officer
High Country Council of Governments

Attachment A: Financial Reporting Requirements as Defined by General Statute 143-6.2

Annual Expenditures	Required Reporting to the Area Agency on Aging*	Funds Allowed for Cost of Audit
<ul style="list-style-type: none"> Less than \$25,000 in State or Federal funds 	Certification (attachment #1) and State Grants Compliance Reporting <\$25,000 (attachment #2) <i>(NOTE: item # 11, Activities and Accomplishments does <u>not</u> have to be completed)</i> OR Audited Financial Statements in compliance with GAO/GAS (i.e. Yellow Book)	N/A
<ul style="list-style-type: none"> Greater than \$25,000 and less than \$500,000 in State or Federal Funds. 	Certification (attachment #1) and Schedule of Grantee Receipts >\$25,000 or more (attachment #3) and Schedule of Receipts and Expenditures (attachment #4) OR Audited Financial Statements in compliance with GAO/GAS (i.e. Yellow Book)	N/A
<ul style="list-style-type: none"> \$500,000+ in State funds <u>and</u> Federal pass through funds in an amount less than \$500,000 	Audited Financial Statement in compliance with GAO/GAS (i.e. Yellow Book)	May use State funds but <u>not</u> Federal funds
<ul style="list-style-type: none"> \$500,000+ in State funds <u>and</u> \$500,000+ in Federal pass through funds (i.e. at least \$1 million in funding) 	Audited Financial Statement in compliance with OMB Circular A-133 (i.e. Single Audit)	May use State and Federal funds
<ul style="list-style-type: none"> Less than \$500,000 in State funds <u>and</u> \$500,000+ in Federal pass through funds 	Audited Financial Statement in compliance with OMB Circular A-133 (i.e. Single Audit)	May use Federal funds but <u>not</u> State funds

Financial Reporting Requirements as Defined by General Statute 143-6.2 * Local non-profit or for-profit providers who chose to complete an audit may submit this information to the Area Agency on Aging in lieu of the Schedule of Grantee Receipts and the Schedule of Receipts and Expenditures.

**CONTRACT Between
HIGH COUNTRY COUNCIL OF GOVERNMENTS
AREA AGENCY ON AGING
and**

Watauga County Project on Aging

Federal Tax ID# 566001816

Lois E. Harrill Senior Center
Name of Senior Center Being Funded

I. Parties to the Contract:

This Contract, made and entered into this 15th day of August by and between Watauga County Project on Aging, hereinafter referred to as "Contractor" and the High Country Council of Governments, Area Agency on Aging hereinafter referred to as the "Agency". This Contract shall insure to the benefit of and be binding upon the parties hereto, their successors and legal representatives.

II. Effective Period:

This Contract period is effective July 1, 2022 and terminates on June 30, 2023, with the option to extend if mutually agreed, through a written amendment as provided for in Part XI.

III. Independent Status:

The parties hereto acknowledge that they are independent entities. Neither party shall represent itself as agent or employee of the other, nor shall either party bind or represent that it has the ability to bind the other to any monetary or legal obligation. The parties hereto acknowledge that neither this nor any provision hereof shall be deemed to create a partnership or joint venture between the parties.

IV. 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 Contract including fiscal responsibility for deviations from this Contract.

V. Administrators for the Contract:

The persons named below shall be administrators for the respective parties and shall be the persons to whom notices provided for in this Contract shall be given and to whom matters relating to administration or interpretation of this Contract shall be addressed. Either party may change its administrator or his address or his telephone number by written notice to the other party.

For the Agency:

**Zack Green, Director
High Country Area Agency on Aging
468 New Market Boulevard
Boone, N.C. 28607
(828) 265-5434 Ext. 122**

For the Contractor:

**Angie Boitnotte, Director
Watauga Project on Aging
132 Poplar Grove Connector, Suite A
Boone, NC 28607
(828) 265-8090**

VI. General Provisions:

- A. The place of this Contract, controlling its status and form, shall be Watauga County, North Carolina, and all matters relating to the validity, construction, interpretation, and enforcement of this Contract shall be determined in the courts of Watauga County. Any Suit in federal district court relating to this Contract shall be brought in the United States District Court, Western District of North Carolina.
- B. This Contract supersedes all prior agreements between the parties and expresses their entire understanding with respect to the transactions contemplated herein. Any prior agreements, verbal understandings or otherwise, shall be deemed merged herein. In witness whereof, the Contractor and the Agency have executed this Agreement in duplicate originals, one of which is retained by each of the parties.

VII. Responsibilities of the Agency:

Make payment to the Contractor as described in Section IX of this Contract.

VIII. Responsibilities of the Contractor:

- A. The Contractor shall expend the award in keeping with the attached description indicating how funding will be utilized. Funding will not be disbursed until this description is received by the Agency.
- B. The Contractor is to use or expend state funds only for the purposes for which they were appropriated by the General Assembly. If the Contractor is a governmental entity, such entity is subject to the provisions of the requirements of OMB Circular A-133 and the NC Single Audit Implementations Act of 1987. Furthermore, contractor will comply with reporting requirements as defined by the G.S. 146-6.2 (see Attachment A).
- C. Submitting any other plans, reports, documents or other products that the Agency may specify.
- D. Complying with Title VI and VIII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 (ADA) and all requirements imposed by Federal regulations, rules and guidelines issued pursuant to these Titles for both personnel employed and clients served.
- E. None of the work to be performed under this contract which involves the specialized skill or expertise of the Contractor shall be subcontracted without prior approval of the Agency's contract administrator.
- F. The disclosure of information concerning services, applicants or recipients obtained in connection with the performance of this contract is prohibited. The use of such information is restricted to the performance of the Contractor's responsibilities specified in this contract.

- G. The Contractor expressly states that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. The Contractor shall not employ any person having such interest during the performance of this contract. The Contractor further agrees to notify the Agency in writing of any instance that might have the appearance of a conflict of interest. Upon execution of this contract and prior to disbursement of funds, the Contractor shall submit to the Agency a notarized copy of the Contractor's policy addressing conflict of interest in accordance with G.S. 143-6.1 Section 13.

IX. Payment for Services:

Payment to the contractor will be conducted in the following manner:

- A. The High Country Council of Governments will pay the contractor \$10,901. State funds will not exceed 75% of total expenditures. The total match requirement is \$3,634. Total funding, including minimum local match is \$14,535.
- B. The High Country Council of Governments will reimburse the contractor for expenditures. Reimbursement will be made when the senior center expenditure information is entered into the ARMS. As with all other non-unit reimbursement funding, the contractor is to send invoices or other backup documentation to the AAA monthly or as expenditures are incurred and entered into ARMS. This funding is to be coded as Senior Center general purpose funds, service code 176, fund source code 7.
- C. Because funding is provided on a reimbursement basis, all requests for reimbursement must be submitted to the AAA by May 31, 2023.
- D. It is understood and agreed between the Contractor and the Agency that the payment of compensation specified in this agreement, its continuation or any renewal or extension thereof, is dependent upon and subject to the allocation or appropriation of funds to the Agency for the purpose set forth in this agreement.

X. Copyrights and Distribution of Materials:

The Contractor may copyright materials originated in the performance of this contract. These copyrights notwithstanding, the Agency may use, disclose, duplicate and distribute all materials delivered under this Contract. The Contractor hereby grants to the Agency a royalty-free, non-exclusive and irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others so to do, all data, reports, publications, studies, curricula or other materials originated in the performance of this Contract. Such license shall be only to the extent that the Contractor has the right to grant such license. The Contractor may not market the products of this Contract for profit.

XI. Amendment:

This Contract may be modified by written amendment at any time. From time to time, changes in the scope of the services of the Contractor to be performed under this agreement are required. Such changes, including but not limited to any renewal or extension, that increase or decrease the amount of the Contractor's compensation, which are mutually agreed upon by and between the Contractor and the Agency shall be incorporated in written amendments to this contract and signed by both parties.

XII. Termination:

This Contract may be canceled in whole or in part at any time:

- A. By either party, immediately for cause, upon written notice to the other party delivered by registered mail with return receipt requested, or in person;
- B. By either party, upon at least thirty days notice in writing to the other party delivered by registered mail with return receipt requested, or in person; or
- C. By mutual consent of both parties. After receipt of a notice of termination, and except as otherwise directed by the Agency, the Contractor shall cease work under the Contract on the date, and to the extent specified, in the notice of termination. In the event of termination in part, both parties shall continue the performance of this Contract to the extent not terminated. If the Contract is terminated as provided herein, the Contractor will be paid for services actually delivered through the termination date.

XIII. Default:

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Contract shall not be deemed to be a waiver of any other subsequent breach and shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing , signed by an authorized representative of the Agency and attached to this Contract.

In witness whereof, the Agency and the Contractor have executed this contract as of the day first written above.

Watauga County

Attest:

_____ By: _____
Contractor

High Country Area Agency on Aging

Attest:

_____ By: _____
Zack Green, Area Agency on Aging Julie Wiggins, Executive Director
High Country Council of Governments High Country Council of Governments

Provision for payment of the monies to fall due under this Agreement within the current fiscal year have been made by appropriation duly authorized as required by the Local Government Budget and Fiscal Control Act.

By: _____
Julie Page, Finance Officer
High Country Council of Governments

Attachment A: Financial Reporting Requirements as Defined by General Statute 143-6.2

Annual Expenditures	Required Reporting to the Area Agency on Aging*	Funds Allowed for Cost of Audit
<ul style="list-style-type: none"> • Less than \$25,000 in State or Federal funds 	Certification (attachment #1) and State Grants Compliance Reporting <\$25,000 (attachment #2) <i>(NOTE: item # 11, Activities and Accomplishments does <u>not</u> have to be completed)</i> OR Audited Financial Statements in compliance with GAO/GAS (i.e. Yellow Book)	N/A
<ul style="list-style-type: none"> • Greater than \$25,000 and less than \$500,000 in State or Federal Funds. 	Certification (attachment #1) and Schedule of Grantee Receipts >\$25,000 or more (attachment #3) and Schedule of Receipts and Expenditures (attachment #4) OR Audited Financial Statements in compliance with GAO/GAS (i.e. Yellow Book)	N/A
<ul style="list-style-type: none"> • \$500,000+ in State funds <u>and</u> Federal pass through funds in an amount less than \$500,000 	Audited Financial Statement in compliance with GAO/GAS (i.e. Yellow Book)	May use State funds but <u>not</u> Federal funds
<ul style="list-style-type: none"> • \$500,000+ in State funds <u>and</u> \$500,000+ in Federal pass through funds (i.e. at least \$1 million in funding) 	Audited Financial Statement in compliance with OMB Circular A-133 (i.e. Single Audit)	May use State and Federal funds
<ul style="list-style-type: none"> • Less than \$500,000 in State funds <u>and</u> \$500,000+ in Federal pass through funds 	Audited Financial Statement in compliance with OMB Circular A-133 (i.e. Single Audit)	May use Federal funds but <u>not</u> State funds

Financial Reporting Requirements as Defined by General Statute 143-6.2 * Local non-profit or for-profit providers who chose to complete an audit may submit this information to the Area Agency on Aging in lieu of the Schedule of Grantee Receipts and the Schedule of Receipts and Expenditures.

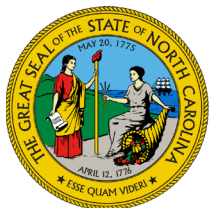
AGENDA ITEM 8:

**UPDATED NC DEPARTMENT OF HEALTH AND HUMAN SERVICES (DHHS)/COUNTY
MEMORANDUM OF UNDERSTANDING (MOU) PURSUANT TO G. S. 108A-74**

MANAGER'S COMMENTS:

Mr. Tom Hughes, DSS Director, will present the updated MOU with the Department of Health and Human Services for all social services programs. Mr. Hughes is recommending the Board approve the MOU as presented.

Board action is required to approve the MOU as presented.



NC DEPARTMENT OF
**HEALTH AND
 HUMAN SERVICES**
 Division of Social Services

ROY COOPER • Governor

KODY H. KINSLEY • Secretary

SUSAN G. OSBORNE • Assistant Secretary for County Operations

May 20, 2022

Dear County Manager and County Director of Social Services:

As you know, Session Law 2017-41 requires all counties to enter into an annual written agreement, referred to as a Memorandum of Understanding (MOU), with the Department of Health and Human Services (DHHS) for all social services programs excluding medical assistance (Medicaid). State Fiscal Year (SFY) 2018-2019 was the first year of these agreements.

As COVID-19 has impacted our daily business since March 2020, the leadership in NCDHHS made the decision to not issue formal corrective actions relating to MOU performance during SFY 2019-2020. We know that the focus of all our work has been providing services to the families of North Carolina and you continue to commit to meeting the needs in your communities, because of that the Department chose to not issue a new MOU for SFY 2020-2021 but continued to work with counties to meet or exceed these standards and then issued a new MOU for an effective date of January 1, 2021 through June 30, 2022. NCDHHS again chose not to issue formal corrective actions relating to MOU performance for the period of January 1, 2021 through June 30, 2022. The Department determined that the next MOU would be issued for two years with an effective date of July 1, 2022 to continue through June 30, 2024.

This letter provides an overview of the MOU process for SFY 2022-2023 and SFY 2023-2024.

The Department worked jointly with the NC Association of County Directors of Social Services to vet all measures prior to the finalization for the upcoming MOU, which remains the same from the most recent MOU.

The measures for the 2022-23 and 2023-24 MOU can be found in **Attachment I** of the new MOU and are titled Mandated Performance Requirements. **These are the only measures that will be evaluated as part of the MOU for SFY 2022-2023 and 2023-**

NC DEPARTMENT OF HEALTH AND HUMAN SERVICES - VISION OF SOCIAL SERVICES

LOCATION: 820 S. Boylan Avenue, McBryde Building, Raleigh, NC 27603

MAILING ADDRESS: 2401 Mail Service Center, Raleigh, NC 27699-2401

www.ncdhhs.gov • TEL: 919-527-6335 • FAX: 919-334-1018

AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

2024 and subject to performance improvement actions.

Attachment II includes information concerning the upcoming Child and Family Services Review Round IV and the measures that will be reviewed by the Administration for Children and Families (ACF) and **will not be included in any corrective action**. Ongoing monitoring and support activities will continue as they have in prior years for these measures. We will continue to develop reports and validate data for these remaining performance measures. As always, we will work with the NC Association of County Directors of Social Services and counties to assist with the data validation process.

The goal of this work is not intended in any way to be punitive. NCDHHS will work collaboratively with counties that are having difficulty consistently meeting the measures and provide support using a Continuous Quality Improvement framework.

COVID-19 has changed our world and has had a tremendous impact on the work of human services. We recognize that you are continuing to experience significant increases in requests for the safety net services you provide. We also recognize that during a declaration of emergency, there continues to be barriers that are difficult to overcome in meeting the performance measures outlined in the 2022-23 2022-24 MOU.

Last year the Division formalized ongoing criteria for when a pause of Corrective/Development Plans are implemented. **At this time, we will not issue any corrective action or development plans based on the MOU while North Carolina remains under the Governor's COVID-19 State of Emergency.** In the future the state will consider a pause on issuing a corrective action or development plan on a county by county basis if there is a state of emergency implemented and has an impact on the counties ability to meet their performance requirements (i.e.; a significant hurricane, tornado, etc.). While we will continue to monitor performance and share data with you and provide your team support, there will be no formal performance improvement or corrective actions taken related to MOU performance. We will also hold off publishing the Rylan's Law Dashboard to the public until the emergency declaration is lifted. We will be in discussion with you about developing a joint plan for reinstating these measures once the emergency declaration is lifted.

Several items are included with this letter for your review and information:

- Memorandum of Understanding for SFY 2022-2023 – SFY 2023-2024
- Fact Sheets for each program area that provide information on the measures
- Attachment I - New MOU Performance Measures At-A-Glance
- Attachment II - Child Welfare Performance Measures At-A-Glance

Please take the steps below and return signed agreements to Carla West (carla.west@dhhs.nc.gov) and Melinda Remaley (Melinda.remaley@dhhs.nc.gov) no later than June 30, 2022.

1. On page 6 please add the name and contact person to whom information and notices regarding this agreement should be sent.
2. On page 10 submit this document for signature to the person who the county designates as the signature authority. In case the county elects to have the document co-signed by county leadership and the Department of Social Services director, two spaces for signatures have been provided.
3. Once we receive your returned, signed copy of the MOU it will be submitted to Secretary Kody Kinsley for signature and a signed copy will be returned for your records.

Please note that any signing statement, resolution or other documentation that a County may return to DHHS along with a signed MOU will be deemed separate from the MOU and not incorporated as a part of the MOU. If any documentation is physically affixed to the signed MOU, DHHS may return the MOU to be signed without any affixed documentation. DHHS will review and retain any submissions received from a County and follow up with a County as needed.

Thank you for your ongoing partnership with us in serving North Carolina's citizens with critical services. Please feel free to contact me directly if you have any questions or need any additional information.

Sincerely,



Susan G. Osborne
Assistant Secretary for County Operations

MEMORANDUM OF UNDERSTANDING

(FISCAL YEAR 2022-23 and 2023-24)

BETWEEN

THE NORTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES
AND
WATAUGA COUNTY

**A Written Agreement Pursuant to N.C. Gen. Stat. § 108A-74,
an Act of the North Carolina General Assembly**

This Memorandum of Understanding (“MOU”) is made by and between the North Carolina Department of Health and Human Services, (hereinafter referred to as the “Department”) and Watauga County 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 UNDERSTANDING

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 MOU, effective July 1, 2022, 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 MOU

The only Parties to this MOU are the North Carolina Department of Health and Human Services and Watauga 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 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 MOU, 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 MOU 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 MOU that would prevent or frustrate the disclosure of information to the Department. Subcontractors shall be defined under this MOU to mean any party the County enters into a contractual relationship with for the complete administration of one or more social services programs covered by this MOU. Temporary employees hired by the County shall not be considered subcontractors under this MOU.

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 MOU hereunder shall be permitted.

2.0 Terms of the MOU

The term of this MOU shall be for a period of two years beginning July 1, 2022 and ending June 30, 2024.

2.1 Default and Modification

Default: In the event the County fails to satisfy the mandated performance requirements as set forth in **Attachment I** or fails to otherwise comply with the terms of this MOU, 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.

Performance Improvement: Prior to the Department exercising its authority to withhold State and/or federal funding for a failure to satisfy the mandated performance requirements set forth in **Attachment I** or failure to meet the terms of this MOU, the process for performance improvement set forth in N.C. Gen. Stat. § 108A-74 will govern. Nothing contained in this MOU shall supersede or limit the Secretary's authority to take any action otherwise set forth in N.C. Gen. Stat. § 108A-74.

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

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, public health emergency or other catastrophic natural event or act of God.

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

3.0 MOU Documents

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

- (1) The portions hereof preceding the Terms of Understanding, including but not limited to the introductory paragraph and the Recitals, which are contractual as well as explanatory
- (2) The Terms of Understanding
- (3) Attachment I – Mandated Performance Requirements:
 - a. I-A: Energy Programs
 - b. I-B: Work First
 - c. I-C: Food and Nutrition Services
 - d. I-D: Child Welfare – Foster Care
 - e. I-E: Adult Protective Services
 - f. I-F: Special Assistance
 - g. I-G: Child Support Services
- (4) Attachment II - Child Welfare - CFSR

4.0 Entire MOU

This MOU 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, some of which are contained in N.C. Gen. Stat. § 108A-74(a), also apply to this MOU:

- (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.
- (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, and the North Carolina Subsidized Child Care Program.

To the extent that any term used herein is defined by a statute or rule applicable to the subject matter of this MOU, 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 fully 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.

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.

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 MOU. 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.

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 MOU 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).

10.0 Secretary’s Authority Undiminished

Certain functions delegated to the County pursuant to this MOU are the duty and responsibility of the Department as the grantee of federal grant funds. The Parties understand and agree that nothing in this MOU 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 MOU.

11.0 MOU does not Diminish Other Legal 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 MOU 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.

12.0 Notice

The persons named below shall be the persons to whom notices provided for in this MOU shall be given. Either Party may change the person to whom notice shall be given upon written notice to the other Party. Any notice required under this MOU 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	IF DELIVERED BY ANY OTHER MEANS
Susan Osborne, Assistant Secretary NCDHHS 2417 Mail Services Center Raleigh, NC 27699-2001	Susan Osborne NCDHHS Doretha Dix Campus, McBryde Building Phone: 919-527-6338 E-mail: Susan.Osborne@dhhs.nc.gov

For Watauga County:

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

13.0 Responsibilities of the Department

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

- (1) The Department shall develop performance requirements for each social services program based upon standardized metrics utilizing reliable data. The performance requirements are identified in Attachments I and II.
- (2) The Department shall provide supervision, program monitoring and technical assistance to the counties in the administration of social services programs.
- (3) The Department shall provide leadership and coordination for developing strategies that address system-level barriers to the effective delivery of social services programs, including but not limited to: the Administrative Office of Courts, the LME/MCO, Department of Public Instruction, and the Department of Public Safety.
- (4) The Department shall have the following administrative responsibilities:
 - a. Staff Training and Workforce Development:
 - i. Develop training requirements for county personnel and provide guidance for adequate staffing patterns related to the provision of social services programs. The Department will publish annually, a list of required and recommended trainings for county personnel directly involved in the administration of social services programs covered under this MOU.
 - ii. Develop training curricula and provide, timely, adequate access to statewide training opportunities for county personnel related to the provision of social services programs. Training opportunities may include in-person, self-guided, web-based and remotely facilitated programs.
 - iii. The Department will publish a training calendar, at least quarterly, 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 in advance of the effective date of new policy to the extent possible, including interpretations and clarifications of existing policy.
 - v. Provide technical assistance and training in areas where quality control, monitoring or data indicates a lack of correct application of law, rule or policy.
 - b. Performance Monitoring:
 - i. Monitor and evaluate county compliance with applicable federal and state laws, rules and policies.
 - ii. Provide feedback to counties with recommended changes when necessary.

- iii. Monitor that all financial resources related to the provision of social services programs covered by this MOU 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 related to their performance requirements as well as accuracy and timeliness of programs in accordance with state and federal program guidelines. This includes but is not limited to processing applications and recertification, quality control standards, program statistics and fiscal information.
 - iii. 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 MOU.
- d. Communication:
 - i. Provide counties with clarification or explanation of law, rule or policy governing social services programs when necessary or 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. Policies will be updated, to the extent possible, in advance of the effective date of any new policies or policy changes.
 - vi. Provide counties 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 proactively with the County Director of Social Services on matters that effect social services programs covered under this MOU.
 - 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, and significant changes to law, rule and policy that impact the administration of social services programs covered by this MOU.
- e. 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 MOU.
 - 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 regarding 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.
- (5) The Department shall timely meet all of its responsibilities contained in this MOU. “Timely” shall be defined consistent with timeliness requirements set forth in relevant statute, regulation, and policy. Where timeliness is not otherwise defined, “timely” shall mean within a reasonable time under the circumstances.

14.0 Responsibilities of the County

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

- (1) The County shall adhere to the mandated performance requirements for each social services program as identified in Attachment I. The County will ultimately work toward achievement of the Standard Measure for all performance requirements set forth in Attachments I and II.
- (2) The County shall comply with the following administrative responsibilities
 - a. Staff Requirements and Workforce Development:
 - i. The personnel, including new hires and existing staff, involved in the County’s provision of social services programs covered by this MOU 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 MOU, 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. Ensure reliable data entry into state systems utilized for the administration of social services programs covered under this MOU.
 - iii. Provide, upon request, data to the state for the purpose of, but not limited to, conducting monitoring, case file reviews, error analysis and quality control.
 - iv. Utilize data to understand the performance of their county and to conduct analysis and implement changes where needed if performance measures are not being met.
 - 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 (not including child welfare cases governed by Chapter 7B or adult services cases governed by Chapter 35A or 108A), network and computer issues, or data breaches.
 - iii. Provide timely information regarding temporary or permanent changes to the Social Services Governing Board. or the County Social Services Director, including retirements, separations, or any leaves of absence greater than two calendar weeks.
- e. Inter-agency Cooperation:
- i. Ensure that county social services personnel complete required training and are 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. Assist or operate mass shelter operations or other required disaster management responsibilities.
- (3) The County shall timely meet all its responsibilities contained in this MOU. “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.

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 MOU, the Parties hereby adopt and incorporate such agreements by reference into this MOU as if fully set forth herein.

Duty to Report: The County shall report all privacy and security incidents related to the provision of social services programs covered by the MOU to the Department 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 MOU, the County is to notify the Department of any contact by the federal Office for Civil Rights (OCR) received by the County related to the provision of social services programs covered by the MOU. In case of a privacy and security incident, the County, including any subcontractors or agents it retains, shall fully cooperate with the Department.

16.0 Miscellaneous

Choice of Law: The validity of this MOU and any of its terms or provisions, as well as the rights and duties of the Parties to this MOU, are governed by the laws of North Carolina. The Parties, by signing this MOU, agree and submit, solely for matters concerning this MOU, 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 MOU 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 MOU 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 MOU by operation of law to the extent affected thereby.

Effective Date: This MOU shall become effective July 1, 2022 and shall continue in effect until June 30, 2024.

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

Watauga County

BY: _____
Name

BY: _____
Name

TITLE:

TITLE:

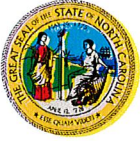
DATE:

DATE:

North Carolina Department of Health and Human Services

BY: _____
Secretary, Department of Health and Human Services

DATE: _____



2022-23 & 2023-24 NCDHHS/COUNTY MEMORANDUM OF AGREEMENT PERFORMANCE MEASURES AT-A-GLANCE

ATTACHMENT I

PERFORMANCE REQUIREMENTS:

The Standard Measure is the measure set forth in federal or state law, rule or policy that governs the particular program. This is the Measure that all counties are ultimately aiming to achieve.

The County Performance Measure is the measure that the County is required to achieve to be in compliance with this MOU. For some programs, the County's Performance Measure will be the same as the Standard Measure. For other programs, the County's Performance Measure may be greater or less than the Standard Measure, dependent upon previous year's performance.

The Report of Performance is the period of time in which a County's response to a particular performance requirement is measured and reported.

ENERGY PROGRAMS

	Standard Measure	County Performance Measure	Rationale and Authority	Report of Performance
1	The County will process 95% of Crisis Intervention Program (CIP) applications, with no heat or cooling source, within one (1) business day from the date of application or date all verification is received, whichever comes first.	The County will process 95% of Crisis Intervention Program (CIP) applications, with no heat or cooling source, within one (1) business day from the date of application or date all verification is received, whichever comes first.	Ensure that eligible individuals in a household without a heating or cooling source receive relief as soon as possible. 42 USC §§ 8621-8630 10A NCAC 71V .0200	Monthly
2	The County will process 95% of Crisis Intervention Program (CIP) applications, that have heat or cooling source with a past due or final notice, within two (2) business days from the date of application or date all verification is received, whichever comes first.	The County will process 95% of Crisis Intervention Program (CIP) applications, that have heat or cooling source with a past due or final notice, within two (2) business days from the date of application or date all verification is received, whichever comes first.	Ensure that eligible households who are in danger of losing a heating or cooling source receive financial assistance to avert the crisis. 42 USC §§ 8621-8630 10A NCAC 71V .0200	Monthly

WORK FIRST

	Standard Measure	County Performance Measure	Rationale and Authority	Report of Performance
1	The County will process 95% of Work First applications within 45 days of receipt.	The County will process 95% of Work First applications within 45 days of receipt.	Ensure that eligible families receive Work First benefits in a timely manner. TANF State Plan FFY 2019-2022 NCGS 108A-31	Monthly
2	The County will process 95% of Work First recertifications within 60 calendar days prior to the last day of the current certification period.	The County will process 95% of Work First recertifications within 60 calendar days prior to the last day of the current certification period.	Ensure that Work First families continue to receive assistance and benefits without unnecessary interruption. TANF State Plan FFY 2019-2022 NCGS 108A-31	Monthly

FOOD AND NUTRITION SERVICES

	Standard Measure	County Performance Measure	Rationale and Authority	Report of Performance
1	The County will process 95% of expedited FNS applications within the timeframe that allows the household to have access to the FNS benefits on or before the 7th calendar day from the date of application.	The County will process 95% of expedited FNS applications within the timeframe that allows the household to have access to the FNS benefits on or before the 7th calendar day from the date of application.	Ensure all expedited FNS applications are processed within required timeframes. 7 CFR § 273.2 FNS Manual: Section 315 FNS Administrative Letter 1-2015	Monthly
2	The County will process 95% of regular FNS applications within the timeframe that allows the household to have access to the FNS benefits on or before the 30th calendar day from the date of application.	The County will process 95% of regular FNS applications within the timeframe that allows the household to have access to the FNS benefits on or before the 30th calendar day from the date of application.	Ensure all regular FNS applications are processed within required timeframes. 7 CFR § 273.2 FNS Manual: Section 315 FNS Administrative Letter 1-2015	Monthly
3	The County will ensure that 95% of FNS recertifications are processed on time, each month.	The County will ensure that 95% of FNS recertifications are processed on time, each month.	Ensure that eligible families have their recertification benefits processed in a timely manner without interruption. 7 CFR § 273.14	Monthly

CHILD WELFARE - FOSTER CARE

Standard Measure	County Performance Measure	Rationale and Authority	Report of Performance
1 The County will ensure that 95% of all foster youth have a face-to-face visit with the social worker each month.	The County will ensure that 95% of all foster youth have a face-to-face visit with the social worker each month. Virtual face-to-face visits are allowed during the current state of emergency in response to the pandemic.	Ensure the ongoing safety of children and the engagement and well-being of families. Child and Family Services Improvement Act of 2006 (Public Law 109-288, section 7) amending Section 422(b) of the Social Security Act (42 USC 622(b))	Monthly

ADULT PROTECTIVE SERVICES (APS)

Standard Measure	County Performance Measure	Rationale and Authority	Report of Performance
1 The County will complete 85% of APS evaluations involving allegations of abuse or neglect within 30 days of the report.	NCDHHS will work with the County to identify the County's performance measure for FY 22-23 and FY 23-24 based on the County's performance for the preceding state fiscal year	Responding quickly to allegations of adult maltreatment is essential to case decision-making to protect the adult. State law requires that a prompt and thorough evaluation is made of all reports of adult maltreatment. NCGS 108A-103	Monthly
2 The County will complete 85% of APS evaluations involving allegations of exploitation within 45 days of the report.	NCDHHS will work with the County to identify the County's performance measure for FY 22-23 and FY 23-24 based on the County's performance for the preceding state fiscal year	Protecting a disabled adult from exploitation is critical to ensuring their safety and well-being. State law requires a prompt and thorough evaluation is made of all reports of adult exploitation. NCGS 108A-103	Monthly

SPECIAL ASSISTANCE (SA)

	Standard Measure	County Performance Measure	Rationale and Authority	Report of Performance
1	The County will process 85% of Special Assistance for the Aged (SAA) applications within 45 calendar days of the application date.	NCDHHS will work with the County to identify the County's performance measure for FY 22-23 and FY 23-24 based on the County's performance for the preceding state fiscal year	Ensure eligible individuals receive supplemental payments to support stable living arrangements. Timely application processing of SAA benefits is essential to an individual's proper care and treatment. 10A NCAC 71P .0604	Monthly
2	The County will process 85% of Special Assistance for the Disabled (SAD) applications within 60 calendar days of the application date.	NCDHHS will work with the County to identify the County's performance measure for FY 22-23 and FY 23-24 based on the County's performance for the preceding state fiscal year	Ensure eligible individuals receive supplemental payments to support stable living arrangements. Timely application processing of SAD benefits is essential to an individual's proper care and treatment. 10A NCAC 71P .0604	Monthly

CHILD SUPPORT SERVICES

	Standard Measure	County Performance Measure	Rationale and Authority	Report of Performance
1	Percentage of paternitys established or acknowledged for children born out of wedlock.	The County paternity establishment performance level must exceed 50% at the end of the State Fiscal Year (June 30).	Paternity establishment is an essential component in obtaining and enforcing support orders for children. 45 CFR § 305.33 (b) NCGS 110-129.1	Annual
2	Percentage of child support cases that have a court order establishing support obligations.	The County support order establishment performance level must exceed 50% at the end of the State Fiscal Year (June 30).	A court order creates a legal obligation for a noncustodial parent to provide financial support to their children. 45 CFR § 305.33 (d) NCGS 110-129.1	Annual
3	Percentage of current child support paid.	The County current collections performance level must exceed 40% at the end of the State Fiscal Year (June 30).	The current collections rate is an indicator for the regular and timely payment of child support obligations. 45 CFR § 305.33 (e) NCGS 110-129.1	Annual
4	Percentage of cases received a payment toward arrears.	The County arrearage collections performance level must exceed 40% at the end of the State Fiscal Year (June 30).	Collection of child support has been shown to reduce child poverty rates and improve child well-being 45 CFR § 305.33 (h) NCGS 110-129.1	Annual



**NC DEPARTMENT OF
HEALTH AND
HUMAN SERVICES**

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2022-23 & 2023-24 NCDHHS/COUNTY MEMORANDUM OF AGREEMENT PERFORMANCE MEASURES AT-A-GLANCE

Note: These Performance Measures are not subject to corrective action under 108A-74 for MOU 2022-23 and 2023-24

ATTACHMENT II

PERFORMANCE REQUIREMENTS:

The federal Children's Bureau (CB) is planning to conduct a fourth round of reviews under the Child and Family Services Reviews (CFSR) regulations, beginning in Federal Fiscal Year (FFY) 2022 (October 1, 2021). The purpose of these reviews is to determine compliance with Title IV-B and Title IV-E plan requirements, and in doing so, assess the extent to which federally funded child welfare programs function effectively to promote the safety, permanency, and well-being of children and families with whom they have contact.

The overall goals of the reviews are to:

- Ensure conformity with Title IV-B and Title IV-E child welfare requirements using a framework focused on safety, permanency and well-being through seven outcomes and seven systemic factors;
- Determine what is happening to children and families as they are engaged in child welfare services including the legal and judicial processes; and
- Assist state child welfare systems in helping children and families achieve positive outcomes.*

To this end, the NC Department of Health and Human Services, Division of Social Services is advising counties that since these measures will be included in the Data Review and performance for CFSR Round IV, counties need to continue monitoring and striving to achieve progress toward accomplishing these measures, to ensure that North Carolina can be determined to be in "substantial conformity." In an effort to assist counties in monitoring and achieving these progress measures, please find the following link to data provided by UNC-CH: <https://ssw.unc.edu/ma>.

*Child and Family Services Review Technical Bulletin #12 Announcement of the CFSR Round 4 reviews, August 2020, Section I. Context and Overview of Next Round of CFSR - Round 4, pp 1-3

Standard Measure	County Performance Measure	Rationale and Authority	Report of Performance
1 The County will initiate 95% of all screened-in reports within required time frames	NCDHHS will work with the County to identify the County's performance measure for FY 22-23 and FY 23-24 based on the County's performance for the preceding state fiscal year	Ensure that allegations of abuse, neglect and dependency are initiated timely. The timeframes for initiating an investigation of child maltreatment are defined in state law as, immediately, within 24 hours, or within 72 hours depending on the nature and severity of the alleged maltreatment. NC General Statutes § 7B-302; 10A NCAC 70A .0105; NCDHHS Family Services Manual: Vol. 1, Chapter VIII: Child Protective Services, Section 1408 - Investigative & Family Assessments	
2 For all children who were victims of maltreatment during a 12-month period, no more than 9.1% received a subsequent finding of maltreatment	NCDHHS will work with the County to identify the County's performance measure for FY 22-23 and FY 23-24 based on the County's performance for the preceding state fiscal year	Ensure that children who have been substantiated as abused, neglected or dependent are protected from further harm. National Standards for State Performance on Statewide Data Indicators established by the Children's Bureau to determine conformity with Title IV-B and Title IV-E of the Social Security Act and the Child and Family Services Review.	

CHILD WELFARE - FOSTER CARE

Standard Measure	County Performance Measure	Rationale and Authority	Report of Performance
<p>3 The County will provide leadership for ensuring that 40.5% of children who enter foster care in a 12-month period are discharged to permanency within 12 months of entering foster care.</p>	<p>DHHS will work with the County to identify the County's performance measure for FY 22-23 and FY 23-24 based on the County's performance for the preceding state fiscal year</p>	<p>Ensure that children in out-of-home placements are able to obtain safe and permanent homes as soon as possible after removal from their home.</p> <p>National Standards for State Performance on Statewide Data Indicators established by the Children's Bureau to determine conformity with Title IV-B and Title IV-E of the Social Security Act and the Child and Family Services Review.</p>	
<p>4 The County will provide leadership for ensuring that, of children who enter foster care in a 12-month period who were discharged within 12 months to reunification, kinship care, or guardianship, no more than 8.3% re-enter foster care within 12 months of their discharge.</p>	<p>DHHS will work with the County to identify the County's performance measure for FY 22-23 and FY 23-24 based on the County's performance for the preceding state fiscal year</p>	<p>Ensure that children exiting foster care are in stable homes so that they do not re-enter foster care.</p> <p>CFSR: Safety Outcome 1: Children are, first and foremost, protected from abuse and neglect.</p> <p>National Standards for State Performance on Statewide Data Indicators established by the Children's Bureau to determine conformity with Title IV-B and Title IV-E of the Social Security Act and the Child and Family Services Review.</p>	
<p>5 The County will provide leadership for ensuring that, of all children who enter foster care in a 12-month period in the county, the rate of placement moves per 1,000 days of foster care will not exceed 4.1%.</p>	<p>DHHS will work with the County to identify the County's performance measure for FY 22-23 and FY 23-24 based on the County's performance for the preceding state fiscal year</p>	<p>Ensure that children who are removed from their homes experience stability while they are in foster care.</p> <p>CFSR: Permanency Outcome 1: Children have permanency and stability in their living situations.</p> <p>National Standards for State Performance on Statewide Data Indicators established by the Children's Bureau to determine conformity with Title IV-B and IV-E of the Social Security Act and the Child and Family Services Review.</p>	



AGENDA ITEM 9:

REQUEST TO PURCHASE ANIMAL CARE AND CONTROL VEHICLE

MANAGER'S COMMENTS:

Staff will request the Board authorize the purchase of one (1) new 4x4 F150 Pickup Truck in the amount of \$35,558.70 from Capital Ford, Inc. Funds are available in the current Animal Care and Control budget and administrative contingency to cover the expense.

Board action is required to authorize the purchase of one (1) new 4x4 F150 Pickup Truck in the amount of \$36,631.46 including tax and tag from Capital Ford, Inc.

Capital Ford, Inc.

Government Sales Division

From Jennifer Romano Gov't Sales
 Phone/Fax Office 919-790-4648 Fax 919-871-6917
 E-Mail jromano@capitalford.com

DATE August 22nd 2022
[Watuga County](#)

FINAL QUOTE NCSA 22-08-0913 Item #196

2023 F150 Super Cab 4x4 145" Wheelbase (X1E)	\$35,558.70
Painted White /Delivered	included
101A Package Now Standard on all F150 Trucks	included

Total Per Unit	\$35,558.70
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Remit to
jromano@capitalford.com
 Capital ford of Raleigh
 4900 Capital Blvd
 Raleigh NC 27616

AGENDA ITEM 10:

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Armory Planning Committee

MANAGER'S COMMENTS:

Commissioners Turnbow and Peralion were appointed to the Armory Planning Committee. Three appointees are required. The Board was to bring back names for an additional member to be appointed.

Staff seeks direction from the Board.

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AGENDA ITEM 10:

MISCELLANEOUS ADMINISTRATIVE MATTERS

B. Resolution Authorizing the Approving of A Contract and A Deed of Trust and the Delivery Thereof and Providing for Certain Other Related Matters

MANAGER'S COMMENTS:

At the August 16, 2022 meeting, a public hearing was held to allow citizen input on the proposed financing of the new Valle Crucis School. In order for the project to continue forward, Board action is required to approve the enclosed resolution authorizing a contract, deed of trust, and the delivery thereof and providing for certain related matters.

Board action is required.

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF WATAUGA, NORTH CAROLINA, APPROVING A CONTRACT AND A DEED OF TRUST AND THE DELIVERY THEREOF AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS

WHEREAS, the County of Watauga, North Carolina (the “*County*”) is a validly existing political subdivision of the State of North Carolina, existing as such under and by virtue of the Constitution, statutes and laws of the State of North Carolina (the “*State*”);

WHEREAS, the County has the power, pursuant to the General Statutes of North Carolina to (1) enter into installment contracts in order to purchase, or finance or refinance the purchase of, real or personal property and to finance or refinance the construction or repair of fixtures or improvements on real property and (2) create a security interest in some or all of the property financed or refinanced to secure repayment of the purchase price of such property;

WHEREAS, the County has previously determined that it is in the best interest of the County to enter into an installment financing contract (the “*Contract*”) with the Watauga Public Facilities Corporation, a North Carolina nonprofit corporation (the “*Corporation*”), in order (a) to finance a portion of the capital costs of the construction, equipping and furnishing of a new Valle Crucis Elementary School to replace the existing school (the “*Project*”); and (b) to pay the costs related to the execution and delivery of the Contract;

WHEREAS, in order to secure the County’s obligations under the Contract, the County will enter into a Deed of Trust, Security Agreement and Fixture Filing dated as of October 1, 2022 (the “*Deed of Trust*”) granting a lien on the site of the Project and the improvements thereon that may be necessary to effectuate the proposed financing;

WHEREAS, the Corporation will execute and deliver its Limited Obligation Bonds, Series 2022 (the “*Bonds*”) in an aggregate principal amount not to exceed \$32,000,000, evidencing proportionate undivided interests in rights to receive certain Revenues (as defined in the Contract) pursuant to the Contract;

WHEREAS, in connection with the sale of the Bonds by the Corporation to Robert W. Baird & Co. Incorporated (the “*Underwriter*”), the County will execute and deliver a Bond Purchase Agreement dated the date of delivery thereof (the “*Bond Purchase Agreement*”) among the County, the Corporation and the Underwriter;

WHEREAS, there have been described to the Board the forms of the following documents (collectively, the “*Instruments*”), copies of which have been made available to the Board, which the Board proposes to approve, enter into and deliver, as applicable, to effectuate the proposed installment financing:

- (1) the Contract;
- (2) the Deed of Trust;
- (3) an Indenture of Trust dated as of October 1, 2022 (the “*Indenture*”) between the Corporation and U.S. Bank Trust Company, National Association, as trustee, including the form of the Bonds;
- (4) the Bond Purchase Agreement; and

(5) the Lease and Agency Agreement dated as of October 1, 2022 (the “*Lease*”) between the County and the Watauga County Board of Education (the “*Board of Education*”).

WHEREAS, to make an offering and sale of the Bonds, there will be prepared a Preliminary Official Statement with respect to the Bonds (the “*Preliminary Official Statement*”), a draft thereof having been made available to the Board, and a final Official Statement relating to the Bonds (together with the Preliminary Official Statement, the “*Official Statement*”), which Official Statement will contain certain information regarding the County and the Bonds;

WHEREAS, it appears that each of the Instruments and the Preliminary Official Statement is in an appropriate form and is an appropriate instrument for the purposes intended;

WHEREAS, the Board conducted a public hearing on August 16, 2022 to receive public comment on the proposed Contract, the Deed of Trust and the Project; and

WHEREAS, the County has filed an application to the LGC for approval of the Contract and will receive the approval of the LGC before executing and delivering the Contract;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF WATAUGA, NORTH CAROLINA, AS FOLLOWS:

Section 1. ***Ratification of Instruments.*** All actions of the County, the Chairman of the Board, the Clerk to the Board, the County Manager, the Finance Director, the County Attorney and their respective designees, whether previously or hereinafter taken, in effectuating the proposed financing are hereby approved, ratified and authorized pursuant to and in accordance with the transactions contemplated by the Instruments.

Section 2. ***Authorization of the Official Statement.*** The form, terms and content of the Preliminary Official Statement are in all respects authorized, approved and confirmed, and the use of the Preliminary Official Statement and of the final Official Statement by the Underwriter in connection with the offering and sale of the Bonds is hereby in all respects authorized, approved and confirmed. The Chairman of the Board, the County Manager and the Finance Director are hereby authorized and directed, individually and collectively, to deliver, on behalf of the County, the Official Statement in substantially such form, with such changes, insertions and omissions as he or she may approve.

Section 3. ***Authorization to Execute the Contract.*** The County hereby approves the financing in accordance with the terms of the Contract, which will be a valid, legal and binding obligation of the County in accordance with its terms. The form and content of the Contract are hereby in all respects authorized, approved and confirmed, and the Chairman of the Board, the Clerk to the Board and the County Manager and their respective designees are hereby authorized, empowered and directed, individually and collectively, to execute and deliver the Contract, including necessary counterparts, in substantially the form and content presented to the Board, but with such changes, modifications, additions or deletions therein as they deem necessary, desirable or appropriate, their execution thereof to constitute conclusive evidence of the County’s approval of any and all changes, modifications, additions or deletions therein from the form and content of the Contract presented to the Board. From and after the execution and delivery of the Contract, the Chairman of the Board, the Clerk to the Board, the County Manager and the Finance Director of the County, individually and collectively, are hereby authorized, empowered and directed, individually and collectively, to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Contract as executed.

Section 4. ***Authorization to Execute the Deed of Trust.*** The County approves the form and content of the Deed of Trust, and the Deed of Trust is in all respects authorized, approved and confirmed. The Chairman of the Board, the Clerk to the Board and the County Manager and their respective designees are hereby authorized, empowered and directed, individually and collectively, to execute and deliver the Deed of Trust, including necessary counterparts, in substantially the form and content presented to the Board, but with such changes, modifications, additions or deletions therein as they deem necessary, desirable or appropriate. Execution by the Chairman of the Board, the Clerk to the Board or the County Manager or their respective designees, individually or collectively, constitutes conclusive evidence of the County's approval of any and all such changes, modifications, additions or deletions therein from the form and content of the Deed of Trust presented to the Board, and from and after the execution and delivery of the Deed of Trust, the Chairman of the Board, the Clerk to the Board, the County Manager and the Finance Director of the County are hereby authorized, empowered and directed, individually and collectively, to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Deed of Trust as executed.

Section 5. ***Authorization to Execute the Bond Purchase Agreement.*** The County approves the form and content of the Bond Purchase Agreement and the sale of the Bonds to the Underwriter as contemplated thereby, and the Bond Purchase Agreement is in all respects authorized, approved and confirmed. The Chairman of the Board, the Clerk to the Board and the County Manager and their respective designees are hereby authorized, empowered and directed, individually and collectively, to execute and deliver the Bond Purchase Agreement, including necessary counterparts, in substantially the form and content presented to the Board, but with such changes, modifications, additions or deletions therein as they deem necessary, desirable or appropriate. Execution by the Chairman of the Board, the Clerk to the Board and the County Manager or their respective designees, individually or collectively, constitutes conclusive evidence of the County's approval of any and all such changes, modifications, additions or deletions therein from the form and content of the Bond Purchase Agreement presented to the Board, and from and after the execution and delivery of the Bond Purchase Agreement, the Chairman of the Board, the Clerk to the Board, the County Manager and the Finance Director of the County are hereby authorized, empowered and directed, individually and collectively, to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Bond Purchase Agreement as executed.

Section 6. ***Authorization to Execute the Lease.*** The County approves the form and content of the Lease and the lease of the site of the Project to the Board of Education as contemplated thereby, and the Lease is in all respects authorized, approved and confirmed. The Chairman of the Board, the Clerk to the Board and the County Manager and their respective designees are hereby authorized, empowered and directed, individually and collectively, to execute and deliver the Lease, including necessary counterparts, in substantially the form and content presented to the Board, but with such changes, modifications, additions or deletions therein as they deem necessary, desirable or appropriate. Execution by the Chairman of the Board, the Clerk to the Board and the County Manager or their respective designees, individually or collectively, constitutes conclusive evidence of the County's approval of any and all such changes, modifications, additions or deletions therein from the form and content of the Lease presented to the Board, and from and after the execution and delivery of the Lease, the Chairman of the Board, the Clerk to the Board, the County Manager and the Finance Director of the County are hereby authorized, empowered and directed, individually and collectively, to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Lease as executed.

Section 7. ***County Representative.*** The Chairman of the Board, the County Manager and the Finance Director of the County, individually and collectively, are each hereby designated as the County's representative to act on behalf of the County in connection with the transactions contemplated by the Instruments and the Official Statement, and the Chairman of the Board, the County Manager and

the Finance Director, individually and collectively, are authorized to proceed with the financing in accordance with the Instruments and to seek opinions as a matter of law from the County Attorney, which the County Attorney is authorized to furnish on behalf of the County, and opinions of law from such other attorneys for all documents contemplated hereby as required by law. The County's representative and/or designee or designees are in all respects authorized on behalf of the County to supply all information pertaining to the County for use in the Official Statement and the transactions contemplated by the Instruments or the Official Statement. The County's representatives or their respective designees are hereby authorized, empowered and directed, individually and collectively, to do any and all other acts and to execute any and all other documents, which they, in their discretion, deem necessary and appropriate to consummate the transactions contemplated by the Instruments or the Official Statement or as they deem necessary or appropriate to implement and carry out the intent and purposes of this Resolution and the on-going administration of the Instruments.

Section 8. **Severability.** If any section, phrase or provision of this Resolution is for any reason declared to be invalid, such declaration will not affect the validity of the remainder of the sections, phrases or provisions of this Resolution.

Section 9. **Repealer.** All motions, orders, resolutions and parts thereof, in conflict herewith are hereby repealed.

Section 10. **Effective Date.** This Resolution is effective on the date of its adoption.

Adopted this 6th day of September, 2022.

John Welch, Chairman
Watauga County Board of Commissioners

ATTEST:

Anita J. Fogle, Clerk to the Board

STATE OF NORTH CAROLINA)
)
COUNTY OF WATAUGA) SS:

I, *Anita Fogle*, Clerk to the Board of Commissioners of the County of Watauga, North Carolina, ***DO HEREBY CERTIFY*** that the foregoing is a true and exact copy of a resolution entitled “**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF WATAUGA, NORTH CAROLINA, APPROVING A CONTRACT AND A DEED OF TRUST AND THE DELIVERY THEREOF AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS**” duly adopted by the Board of Commissioners of the County of Watauga, North Carolina, at a meeting held on the 6th day of September, 2022.

WITNESS my hand and the corporate seal of the County of Watauga, North Carolina, this the ___ day of September, 2022.

[Seal]

Anita J. Fogle
Clerk to the Board of Commissioners
County of Watauga, North Carolina

AGENDA ITEM 10:

MISCELLANEOUS ADMINISTRATIVE MATTERS

C. Proposed Emergency Medical Services Agreement with Avery County

MANAGER’S COMMENTS:

County staff has completed negotiations with Avery County to adopt the attached agreement for the provision of Emergency Medical Services between Avery and Watauga County. This agreement will allow the ambulance unit paid for by Beech Mountain to serve the areas of the town located on the Avery side. The agreement is required by state law for the Watauga unit to provide service on the Avery side. Avery County will be discussing and hopefully adopting the agreement at their September 6, 2022 meeting as well.

Board action is required to adopt the agreement as presented.

THIS EMERGENCY MEDICAL SERVICES AGREEMENT (hereinafter "Agreement"), is made and entered into effective the 6th day of September 2022, by and between **WATAUGA COUNTY**, a body politic, organized and existing under and by virtue of the laws of the State of North Carolina (hereinafter "Watauga"), and **AVERY COUNTY**, a body politic, organized and existing under and by virtue of the laws of the State of North Carolina (hereinafter "Avery"):

WITNESSETH

WHEREAS, Watauga and Avery are counties located in the mountains of North Carolina; and

WHEREAS, the terrain of these counties is not conducive to quick response by emergency vehicles; and

WHEREAS, Watauga and Avery counties desire to decrease response time and provide better ambulance service for the citizens along the Watauga-Avery border; and

WHEREAS, an Ambulance Agreement which has been in existence since 2003 has served the citizens of the two counties well; and

WHEREAS, both the Avery County Board of Commissioners and the Watauga County Board of Commissioners are desirous of maintaining this mutually beneficial relationship for the benefit of their respective constituents; and

WHEREAS, the counties desire to set forth the agreement for Emergency Medical Services;

NOW, THEREFORE, in consideration of the terms and conditions as set forth herein, Watauga and Avery hereby agree as follows:

1. Watauga County shall provide emergency medical response service to the Beech Creek and Flat Springs communities of Avery County at the following locations:

<u>Road</u>	<u>Address Range</u>
Buckeye Road	3400-4025
Fannon Circle	all
Flagstone Lane	all
Flat Springs Road	1940-5650
Phillip Road	all
River Creek	1-201
Russ Norris Road	1700-2500
US 321 Hwy	all
Ward Mountain Road	all

2. Watauga County shall provide ambulance and emergency medical response service within the municipal limits of the Town of Beech Mountain.
3. Neither county shall charge the other for any services provided herein.
4. Watauga County shall operate this service on a twenty-four (24) hour basis, seven (7) days per week.
5. Watauga County shall maintain at least the current standard of care currently provided by the emergency medical response services to their respective coverage areas.
6. Watauga County and Avery County will continue to provide mutual aid to each other as necessary due to call volume or severity as each EMS system's status allows; provided, however, that Avery County will only provide services in Watauga county if there are no other trucks or vehicles available from Watauga County to respond.
7. The term of this agreement shall be until 30 June 2023, and shall automatically renew for successive one-year periods unless either County provides notice to the other at least ninety (90) days prior to the expiration of the then existing term in order to provide ample opportunity for alternative emergency service arrangements to be made. Further, either party may terminate this agreement upon ninety (90) days written notice to the other party.
8. To the extent allowed by law, Avery County agrees to indemnify and hold harmless Watauga County for any and all liability arising out of the terms or performance of this contract for actions by Avery County. To the extent allowed by law, Watauga County agrees to indemnify and hold harmless Avery County for any and all liability arising out of the terms or performance of this contract for actions by Watauga County.
9. No terms of this contract shall be construed as to create a waiver of sovereign immunity as to any third party.
10. Watauga County and Avery County shall not be held responsible for incidental or consequential damages to the substation, emergency responder, or third party as a result of any breach of this agreement, or for any Acts of God, riot, war, civil unrest, or impossibility beyond the control of the parties causing them to be unable to perform under this agreement.
11. The terms, covenants and conditions of this agreement herein contained shall be binding upon and inure to the benefit of and shall be enforceable by Watauga County and Avery County and by their respective successors and assigns. The duties and responsibilities as well as the rights of each party under this contract may not be assigned by either party without the written consent of the other party.
12. All notices and written consents required under this agreement shall be deemed properly served upon mailing by certified United States Mail, postage prepaid, return receipt requested,

addressed to the party to whom directed at the following address or at such other address as may be from time to time designated in writing.

13. This agreement represents the entire and integrated agreement between Watauga County and Avery County and supersedes all prior negotiations, representations or agreements between the parties. No modification hereof or other purported agreement of the parties shall be enforceable unless the same is in writing and signed by both Watauga County and Avery County.

14. Any and all notices to be sent to the parties shall be sent to the following addresses:

To Avery County:

Phillip Barrier, County Manager
Avery County Board of Commissioners
P.O. Box 640
Newland, NC 28657

To Watauga County:

Deron T. Geouque, County Manager
Watauga County Board of Commissioners
814 W. King Street, Suite 205
Boone, NC 28607

15. If any portion of this contract shall be deemed to be unenforceable by any court of competent jurisdiction all remaining provision of this contract shall remain in full force and effect. This contract shall not be deemed to have been drafted by either party but has been adopted by each party as a statement of their mutual agreement and understanding.

IN WITNESS WHEREOF, both Watauga County and Avery County have signed and sealed this agreement, this the _____ day of _____ 2022.

EVERY COUNTY

WATAUGA COUNTY

By: Martha J. Hicks, Chairwoman

By: John Welch, Chairman

Attest:

Clerk, Avery County Board of
Commissioners

Clerk, Watauga County Board of
Commissioners

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

Avery County Finance Officer

Watauga County Finance Officer

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AGENDA ITEM 10:

MISCELLANEOUS ADMINISTRATIVE MATTERS

D. Boards and Commissions

MANAGER’S COMMENTS:

Valle Crucis Historic Preservation Commission

The terms of Mr. Pat Brown and Mr. Scott Jensen expire this month. Both were appointed last September to fulfill unexpired terms and both are willing to be reappointed to full three (3) year terms. Mr. Brown fills one of the Historic District resident seats and Mr. Jensen fills one of the Valle Crucis Community Council member seats, assuming he is re-elected at the annual meeting of the Community Council on September 12. If the first reading of the appointments occurs at the September 6, 2022, Commissioners meeting, the second reading could occur September 20, after the Community Council meeting.

The above are first readings.

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AGENDA ITEM 10:

MISCELLANEOUS ADMINISTRATIVE MATTERS

E. Announcements

MANAGER'S COMMENTS:

The NCACC's Legislative Goals Conference will be held over two days, November 16-17, 2022, in Wake County. Delegates will vote on the slate of goal proposals that have been thoroughly vetted with the final slate of proposals to be brought before the Association's membership in November.

AGENDA ITEM 11:

PUBLIC COMMENT

AGENDA ITEM 12:

BREAK

AGENDA ITEM 13:

CLOSED SESSION

Attorney/Client Matters – G. S. 143-318.11(a)(3)