

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

**TUESDAY, MARCH 7, 2023
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: February 21, 2023, Regular Meeting February 21, 2023, Closed Session		1
	3	APPROVAL OF THE MARCH 7, 2023, AGENDA		11
5:35	4	VAYA HEALTH UPDATE	MR. DUSTIN BURLESON	13
5:40	5	PROPOSED PLAN FOR OPIOID SETTLEMENT FUNDING	MS. JENNIFER GREENE	31
5:45	6	HIGH COUNTRY RESTORATION COALITION PRESENTATION	MS. DEBBIE SHETTERLY	53
5:50	7	PROPOSED FIRST RESPONDER WELLNESS WEEK 2023 PROCLAMATION	MS. VALERIE MAILMAN MR. TIM FOX MS. LAUREN WILSON	55
5:55	8	ACCEPTANCE OF THE FY 2023 MEDICARE IMPROVEMENTS FOR PATIENTS AND PROVIDERS ACT (MIPPA) GRANT/CONTRACT	MS. ANGIE BOITNOTTE	59
6:00	9	FIRE ALARM SYSTEM BID AWARD	MR. ROBERT MARSH	67
6:05	10	PHASE II TRAILER STORAGE AREA IMPROVEMENTS BID AWARD REQUEST	MR. REX BUCK	71
6:10	11	PROPOSED AMENDMENT TO SECTION XV OF THE AMBULANCE FRANCHISE ORDINANCE REGARDING THE MEMBERSHIP OF THE EMS ADVISORY BOARD	MR. WILL HOLT	77
6:15	12	BID AWARD REQUEST FOR SOIL AND WATER CONSERVATION STREAMFLOW REHABILITATION ASSISTANCE PROGRAM (STRAP) ELK CREEK SECTION 3 PROJECT	MS. MIKEY WOODIE	81
6:20	13	MISCELLANEOUS ADMINISTRATIVE MATTERS A. Proposed Amendments to the Ted Mackorell Soccer Complex (TMSC) License Agreement B. Proposed Opioid Settlement C. Announcements	MR. DERON GEOUQUE	95 103 117
6:25	14	PUBLIC COMMENT		118
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8:00	17	ADJOURN		

AGENDA ITEM 2:

APPROVAL OF MINUTES:

February 21, 2023, Regular Meeting

February 21, 2023, Closed Session

DRAFT**MINUTES****WATAUGA COUNTY BOARD OF COMMISSIONERS
TUESDAY, FEBRUARY 21, 2023**

The Watauga County Board of Commissioners held a regular meeting, as scheduled, on Tuesday, February 21, 2023, at 5:30 P.M. in the Commissioners' Board Room located in the Watauga County Administration Building, Boone, North Carolina.

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

PRESENT: Larry Turnbow, Chairman
 Charlie Wallin, Vice-Chairman
 Todd Castle, Commissioner
 Braxton Eggers, Commissioner
 Ray Russell, Commissioner
 Andrea Capua, County Attorney
 Deron Geouque, County Manager
 Anita J. Fogle, Clerk to the Board

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

APPROVAL OF MINUTES

Chairman Turnbow called for additions and/or corrections to the February 1, 2023, special meeting and closed session minutes; the February 7, 2023, regular and closed session minutes; and the February 9 & 10, 2023, special meeting minutes.

Commissioner Castle, seconded by Commissioner Eggers, moved to approve the February 1, 2023, special meeting minutes as presented.

VOTE: Aye-5
 Nay-0

Commissioner Castle, seconded by Commissioner Eggers, moved to approve the February 1, 2023, special meeting closed session minutes as presented.

VOTE: Aye-5
 Nay-0

Commissioner Castle, seconded by Commissioner Eggers, moved to approve the February 7, 2023, regular meeting minutes as presented.

VOTE: Aye-5
 Nay-0

Commissioner Castle, seconded by Commissioner Eggers, moved to approve the February 7, 2023, closed session minutes as presented.

VOTE: Aye-5
Nay-0

Commissioner Castle, seconded by Commissioner Eggers, moved to approve the February 9 & 10, 2023, special meeting minutes as presented.

VOTE: Aye-5
Nay-0

APPROVAL OF AGENDA

Chairman Turnbow called for additions and/or corrections to the February 21, 2023, agenda.

County Manager Geouque requested to add Personnel Matters to closed session per, G. S. 143-318.11(a)(6).

Commissioner Russell, seconded by Commissioner Wallin, moved to approve the February 21, 2023, agenda as amended.

VOTE: Aye-5
Nay-0

IMAGINE WATAUGA PRESENTATION

Mr. Eric Woolridge, Destination by Design, a Tourism Development Authority (TDA) contractor, presented the Imagine Watauga plan findings. The action plan focus areas included: Federal and State Parks and Trails, Regional and Local Parks and Trails, Rural Villages, and the Town of Boone. Mr. Woolridge stated that he would present this information to the Boone Town Council as well and planned to schedule a public community session in April. Possible locations of improvements in the County included the Green Valley River Access and Rural Village Development potentially in the following communities: Cove Creek, Valle Crucis, Deep Gap, Foscoe, and Todd. Mr. Woolridge also mentioned the potential needs for additional TDA staff, a memorandum of understanding between the County and the TDA for maintenance, and additional indoor/cold weather opportunities for youth.

Commissioner Russell, seconded by Commissioner Wallin, moved to support the Tourism Development Authority holding a public meeting in April to glean input on the Imagine Watauga Action Plan.

VOTE: Aye-5
Nay-0

PROPOSED NC SENIOR TAR HEEL LEGISLATURE 30TH ANNIVERSARY CELEBRATION

Ms. Mary Moretz, North Carolina Senior Tar Heel Legislature (STHL) Alternate representing Watauga County, thanked the Board for continued support of the STHL over the years which was formed by legislation (G. S. 143B-181.55) in 1993 as follows: “Provide information and education to senior citizens on the legislative process and matters being considered by the NC General Assembly; Promote citizen involvement and advocacy concerning aging issues before the General Assembly; and Assess the legislative needs of older citizens by convening a forum modeled after the General Assembly.”

Ms. Moretz thanked the following for their continued work with seniors in our County: Ms. Pat Coley, STHL Watauga County Delegate, who was not able to attend the meeting, Mr. Zack Green, Area Agency on Aging (AAA) Director, Ms. Lola Benfield, AAA Family Caregiver Support Specialist, Ms. Angie Boitnotte, Project on Aging (POA) Director, and Ms. Kristi Bunn, Lois Harrill Senior Center Director.

Mr. Green described the currently aging population as a “silver tsunami” and Ms. Moretz stated that plans had to be made for change.

Ms. Moretz shared the STHL’s 2023-2024 Five Legislative Priorities as follows:

1. Adult Protective Services: Allocate an additional \$8 million in recurring funds for Adult Protective Services (APS) to address staff shortages.
2. Senior Centers: Increase the Senior Center General Purpose Appropriation by \$1,265,316 in recurring funds.
3. Home & Community Care Block Grant (HCCBG): Allocate an additional \$8 million in recurring funds for the Home and Community Care Block Grant.
4. Regional Long-Term Care Ombudsman: Allocate an additional \$1.5 million in recurring funds for 11 additional long-term care ombudsmen. Ms. Benfield stated that Ms. Stevie John, High Country Council of Governments’ Ombudsman, had stated that across the state, Ombudsmen vs. beds (in Adult Care & Nursing Homes) were under the recommended amount.
5. Long-Term Care Staff-to-Resident Ratios: Strengthen long-term care staffing standards.

Ms. Moretz invited the Board to attend the North Carolina Senior Tar Heel 30th Anniversary Celebration on Friday, March 17, 2023, at the Lois E. Harrill Senior Center from 10:00 to 11:00 A.M. which was hosted by the Watauga County Project on Aging. Ms. Boitnotte read a proposed proclamation proclaiming Friday, March 17, 2023, as “North Carolina Senior Tar Heel Legislature Day 2023” in Watauga County and honoring the contribution and record of the NC STHL.

Commissioner Wallin, seconded by Commissioner Russell, moved to adopt the proclamation proclaiming March 17, 2023, as North Carolina Senior Tar Heel Legislature Day 2023.

VOTE: Aye-5
Nay-0

County Manager Geouque stated that the STHL would be a good avenue to request legislation to increase homestead tax exemptions for seniors. Chairman Turnbow stated that the Tax Department had been instructed to provide information to tax payers; however, the stipends were not large enough to help many. The Chairman also stated that Mr. Larry Warren, Tax Administrator, could make a presentation at the Senior Center to make sure seniors were aware of the exemption.

TAX MATTERS

A. Monthly Collections Report

Mr. Larry Warren, Tax Administrator, presented the Tax Collections Report for the month of January 2023. The report was presented for information only and, therefore, no action was required.

B. Refunds and Releases

Mr. Larry Warren, Tax Administrator, presented the Refunds and Releases Report for January 2023 for Board approval:

TO BE TYPED IN MINUTE BOOK

Commissioner Castle, seconded by Commissioner Eggers, moved to approve the Refunds and Releases Report for January 2023 as presented.

VOTE: Aye-5
Nay-0

C. Board of Equalization and Review (E&R) Schedule

Mr. Larry Warren, Tax Administrator, discussed the scheduling of the FY 2023 Board of Equalization and Review (E&R) and recommended the convening date be scheduled for Tuesday, April 4, 2023, and the adjournment date being scheduled for Monday, April 17, 2023. Both meetings would be at 5:00 P.M. in the County Commissioners Conference Room.

The Board could create a special Board of E&R that would serve this spring; however, in previous years, the Board was incorporated to include the Commissioners as well as the County Manager, as an alternate member. Mr. Warren presented a proposed resolution establishing the Board of E&R in this manner. The member compensation also needed to be set. For the past several years it has been \$75.00 per session and the County Manager would not receive the compensation.

Commissioner Wallin, seconded by Commissioner Russell, moved to adopt the resolution establishing the Board of Equalization and Review as presented.

VOTE: Aye-5
Nay-0

Commissioner Wallin, seconded by Commissioner Russell, moved to set the convening date as Tuesday, April 4, 2023, and the adjournment as Monday, April 17, 2023, for the Board of Equalization and Review, as presented by Mr. Warren.

VOTE: Aye-5
Nay-0

After discussion of the compensation fee, the above motion was amended as follows:

Commissioner Wallin, seconded by Commissioner Russell, moved to set the convening date as Tuesday, April 4, 2023, and the adjournment as Monday, April 17, 2023, for the Board of Equalization and Review, as presented by Mr. Warren with compensation to Board of E&R members (not including the County Manager as an alternate) to be set at \$75 per session.

VOTE: Aye-5
Nay-0

PROPOSED PURCHASE OF EXCAVATOR

Mr. Rex Buck, Operations Service Director, presented the following bid from James River Equipment, Inc., a State contract vendor, located at 288 Westgate Drive, Wilkesboro, NC 28697, for procurement of a new 2023 John Deere 160P LC FT4 Excavator as listed below:

• John Deere 160P LC FT4 Excavator:	\$209,000.00
• Rockland 36" 160P Bucket:	\$6,000.00
• Rockland H Pro Link 160P Thumb:	\$10,500.00
• FECON 1500 EXC Tree Shear:	\$28,000.00
• Sales Tax:	\$17,745.00
• Extended Warranty 60 Months / 4,000 Hours:	<u>\$3,636.00</u>
Total Cost:	\$274,881.00

Mr. Buck stated that the excavator would be used on a daily basis. Mr. Buck also requested to surplus a 2017 Hyundai HX160L bucket and thumb attachments as he felt the County would be able to sell the equipment for more than the trade-in value.

Commissioner Russell, seconded by Commissioner Wallin, moved to authorize staff to purchase a 2023 John Deere 160P LC FT4 Excavator with attachments for a total of \$274,881.00 from James River Equipment, Inc., and authorize the County to surplus and sell the 2017 Hyundai HX160L bucket and thumb attachments as requested by Mr. Buck.

VOTE: Aye-5
Nay-0

EMERGENCY SERVICES MATTERS

A. Proposed Amendment to Section XV of the Ambulance Franchise Ordinance Regarding the Membership of the EMS Advisory Board

Mr. Will Holt, Emergency Services Director, presented a proposed amendment to Section XV of the Ambulance Franchise Ordinance. The amendment reflected updated agency names and membership terms to the EMS Advisory Committee and were approved and recommended by the current EMS Advisory Board at their February 2023 meeting.

North Carolina General Statute 153A-46 requires a grant, renewal, extension, or amendment of any franchise to be passed at two regular meetings of the Board of Commissioners before it may be adopted.

Chairman Turnbow tabled this item to the March 7, 2023, meeting to allow time for the Board to review the proposed amendments.

B. Proposed Console Installation Change Order

Mr. Will Holt presented a deductive change order for the installation of new MCC7500e radio consoles at the 911 center. The change order was required due to a misunderstanding by Motorola on installation timeframes for the final equipment. The County would see a \$7,272.73 credit.

Commissioner Eggers, seconded by Commissioner Wallin, moved to accept Motorola's deductive Change Order in the amount of \$7,272.73 as presented.

VOTE: Aye-5
Nay-0

C. Proposed Fire Department Contract Revisions

Mr. Will Holt presented the final draft of the 2023 fire contracts with departments serving Watauga County. This was the result of a two-year process of working with fire chiefs to develop the proposed contract. The fire chiefs have approved the contracts as presented. The contract has been reviewed by the County Attorney as well.

Commissioner Eggers, seconded by Commissioner Wallin, moved to accept the fire contracts as presented and for the subsequent contracts to be approved by the respective Fire Department Boards.

VOTE: Aye-5
Nay-0

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Valle Crucis School Amendment to the Professional Services Agreement and Change Order #1

The County Manager requested approval of the amendment to the professional agreement with Clark Nexsen and Change Order #1 which was a deductive change order for the Valle Crucis Elementary School project. By Commissioner request, action was taken on each item separately. The amendments to the Professional Service Agreement with Clark Nexsen would change from the current cost for design services of \$2,664,000 to \$2,767,525 if both the FF&E and bridge design costs were approved.

County Manager Geouque presented an amendment to Clark Nexsen's professional agreement for the preparation, management, and bidding process for Furniture, Fixtures and Equipment (FFE) for the new Valle Crucis Elementary School which would include cafeteria equipment and flooring. The amendment would increase the agreement cost by \$50,000.

After discussion, Commissioner Russell, seconded by Commissioner Wallin, moved to approve the amendment to the Professional Services Agreement with Clark Nexsen to include the preparation, management, and bidding process for Furniture, Fixtures, and Equipment (FF&E) for the New Valle Crucis School in the amount of \$50,000.

VOTE: Aye-5
Nay-0

County Manager Geouque stated that it was discovered that a bridge was needed to eliminate impacting wetlands at the Valle Crucis Elementary School construction site. The additional bridge design cost was \$53,525.

Commissioner Wallin, seconded by Commissioner Eggers, moved to approve the amendment to the Professional Services Agreement with Clark Nexsen in the amount of \$53,525 for additional bridge design fees.

VOTE: Aye-5
Nay-0

County Manager Geouque presented Change Order #1 with H&M Constructors for the construction of Valle Crucis Elementary School. The Change Order adjusted the construction contract from \$47,874,600 to \$47,492,589; a reduction of \$382,011. The reduction reflected staff and the architect's efforts to identify value engineering items that reduced the overall cost but did not impact the overall concept and design of the project.

Commissioner Eggers, seconded by Commissioner Castle, moved to approve the deductive Change Order # 1 for the construction of Valle Crucis Elementary School which would reduce the amount of the contract by \$382,011 bringing the total from \$47,874,600 to \$47,492,589.

VOTE: Aye-5
Nay-0

B. Proposed Public Event and Tournament Memorial Naming & Memorial Bench Donation Policy

County Manager Geouque presented, per Board direction from the Annual Pre-Budget Retreat held February 9-10, 2023, the proposed Public Event and Tournament Memorial Naming & Memorial Bench Donation Policy for consideration. The policy would replace the County's existing naming policy.

Commissioner Russell, seconded by Commissioner Wallin, moved to table this item to allow more time to review the proposed policy.

A vote was not taken as Chairman Turnbow tabled the item to a future meeting.

C. Proposed Lease of County Property to Skyline Telephone Membership Corporation

County Manager Geouque stated that Skyline/SkyBest currently leased a .057-acre parcel of land located at the entrance of Watauga High School. The County was the owner of record as the property serves as collateral for the loan the County incurred when the school was built. Property owned by the County may be leased or rented for such terms and upon such conditions as the Board may determine, for up to ten (10) years. Property may be rented or leased only pursuant to a resolution of the Board authorizing the execution of the lease or rental agreement adopted at a regular Board meeting upon a 30-day public notice. Notice shall be given by publication describing the property to be leased or rented, stating the annual rental or lease payments, and announcing the Board's intent to authorize the lease or rental at a future meeting.

However, according to North Carolina General Statute 160A-272 section (c) Notwithstanding subsection (b1) of this section, the council may approve a lease without treating that lease as a sale of property for any of the following reasons:

- (1) For the siting and operation of a renewable energy facility, as that term is defined in G.S. 62-133.8(a)(7), for a term up to 25 years.
- (2) For the siting and operation of a tower, as that term is defined in G.S. 146-29.2(a)(7), for communication purposes for a term up to 25 years.
- (3) For the operation and use of components of a wired or wireless network, for a term up to 25 years; provided, however, that the lease is entered into with a private broadband provider or a cooperative in connection with a grant agreement pursuant to G.S. 143B-1373 and is for a discrete and specific project located in an unserved area of an economically distressed county seeking to provide broadband service to homes, businesses, and community anchor points not currently served.

Skyline/SkyBest has requested the twenty-five (25) year term to continue their expansion to provide coverage to unserved and underserved areas of the County. The Board may adopt the lease with Skyline/SkyBest upon the 30-day public notice. Notice shall be given by publication describing the property to be leased or rented, stating the annual rental or lease payments, and announcing the Board's intent to authorize the lease or rental at a future meeting.

Commissioner Castle, seconded by Commissioner Russell, moved to adopt the resolution as presented with direction to advertise and place the lease on a future agenda for consideration, after the thirty-day notice.

VOTE: Aye-5
Nay-0

D. Announcements

County Manager Geouque announced that the Watauga County Cooperative Extension invited Commissioners to lunch on Tuesday, March 14, 2023, from 11:45 A.M. to 1:00 P.M. for their annual "Report to the People" at the Agricultural Conference Center.

PUBLIC COMMENT

There was no public comment.

CLOSED SESSION

At 6:58 P.M., Commissioner Castle, seconded by Commissioner Eggers, moved to enter Closed Session to discuss Attorney/Client Matters, per G. S. 143-318.11(a)(3).

VOTE: Aye-5
Nay-0

Commissioner Wallin, seconded by Commissioner Eggers, moved to resume the open meeting at 8:17 P.M.

VOTE: Aye-5
Nay-0

POSSIBLE ACTION AFTER CLOSED SESSION

There was no action after closed session.

ADJOURN

Commissioner Wallin, seconded by Commissioner Eggers, moved to adjourn the meeting at 8:17 P.M.

VOTE: Aye-5
Nay-0

Larry Turnbow, Chairman

ATTEST: Anita J. Fogle, Clerk to the Board

AGENDA ITEM 3:

APPROVAL OF THE MARCH 7, 2023, AGENDA

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AGENDA ITEM 4:

VAYA HEALTH UPDATE

MANAGER'S COMMENTS:

Mr. Dustin Burleson, Community Relations Regional Director, will update the Board on VAYA Health matters.

The report is for information only; therefore, no action is required.



Watauga County Board of Commissioners

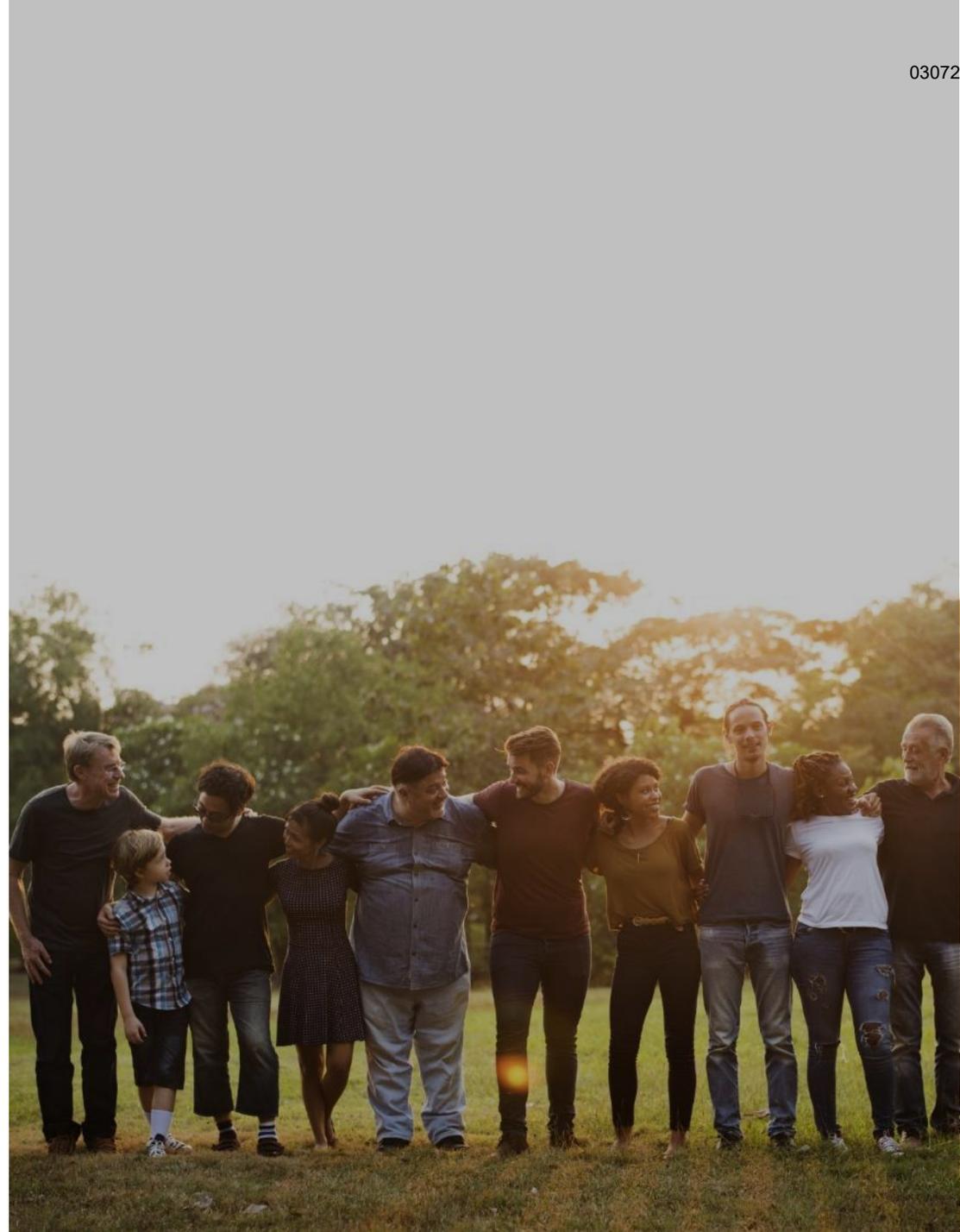
Dustin Burleson, Regional Community
Relations Director

March, 2023

WHO WE ARE

Our Mission: Who We Are

- Vaya Health manages publicly-funded mental health, substance use disorder, intellectual/developmental disability, and traumatic brain injury services.
- Our goal is to successfully evolve in the health care system by embracing innovation, adapting to a changing environment and maximizing resources for the long-term benefit of the people and communities we serve.



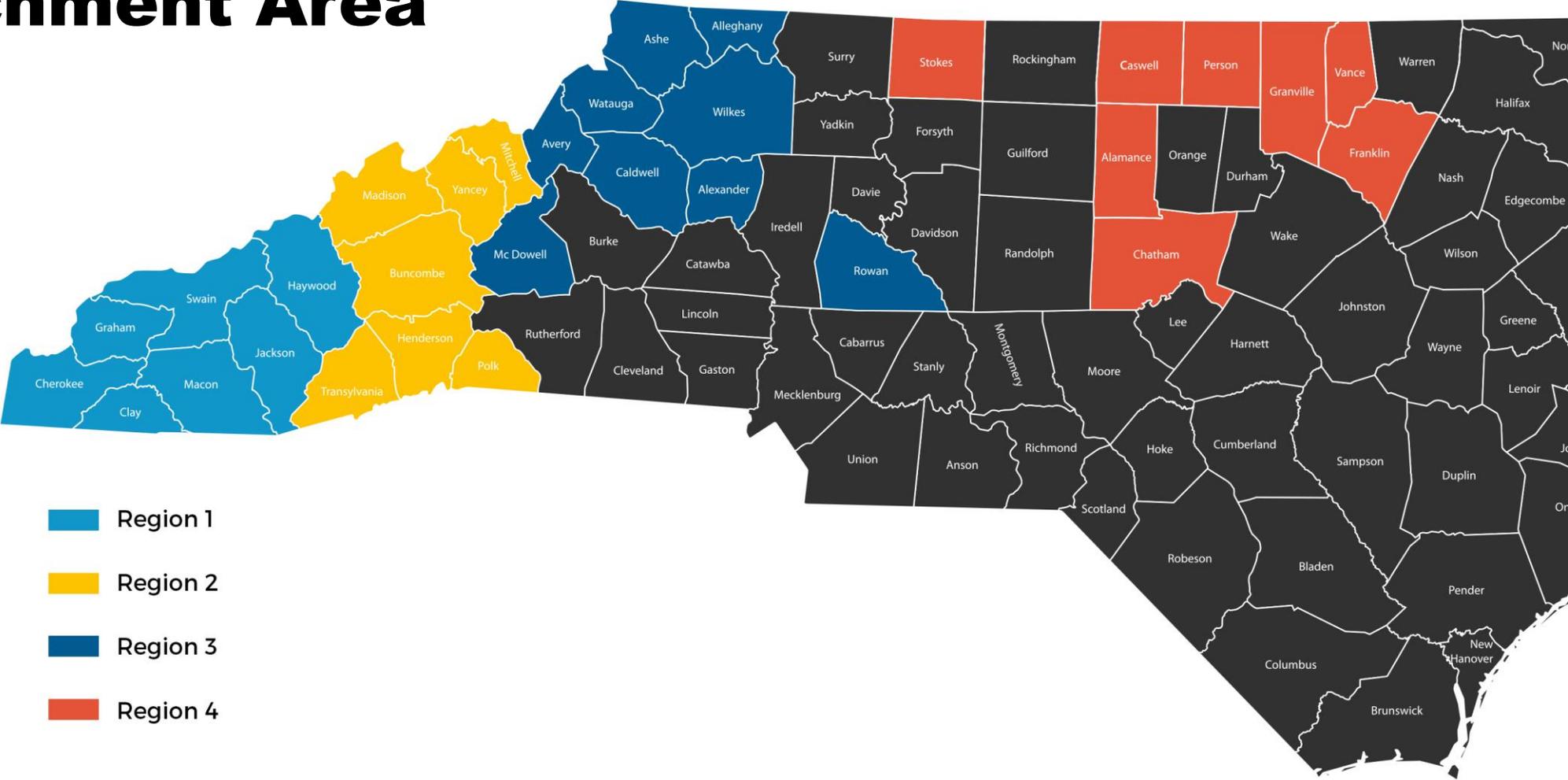
Who We Are Today

- Vaya is a local political subdivision of the state of North Carolina and a Local Management Entity/Managed Care Organization (LME/MCO) governed by Chapter 122C of the North Carolina General Statutes
- NCGS § 122C-115.4(a): “Local management entities are responsible for the management and oversight of the public system of mental health, developmental disabilities, and substance abuse services at the community level. An LME shall plan, develop, implement, and monitor services within a specified geographic area to ensure expected outcomes for consumers within available resources.”
- Vaya is also a Medicaid Prepaid Inpatient Health Plan (PIHP) as set forth in 42 CFR Part 438, the federal Medicaid Managed Care rules, and currently operates the 1915(b)/(c) combined Medicaid waiver in Vaya’s 31-county region.

What We Are Becoming

- In December 2022, Vaya launched Tailored Care Management (TCM) integrated care that addresses the whole person: physical health, behavioral health, I/DD, TBI, pharmacy, long-term services and supports (LTSS) and unmet health-related resource needs.
- Starting April 2023, Vaya will become a Prepaid Health Plan (PHP) responsible for managing a Behavioral Health I/DD Tailored Plan, an integrated health plan designed for individuals with significant behavioral health and I/DD needs
- As a Tailored Plan, Vaya will also serve other special populations, including Innovations and Traumatic Brain Injury (TBI) waiver enrollees, and waitlist members, and be responsible for managing the state's non-Medicaid behavioral health, I/DD, and TBI services for uninsured and underinsured North Carolinians.

Vaya Health Catchment Area



- Region 1
- Region 2
- Region 3
- Region 4

Benefit Plans – Current State

Technically we have two health plans

“One” authorized under the combined 1915(b)/(c) Waiver, which encompasses two “benefit” plans

→ 1915(b) MH/DD/SA Health Plan Waiver (which allows State to waive freedom of choice (closed network) and enroll members in managed care, and allows Vaya to use managed care savings to offer additional benefits under Section 1915(b)(3) authority)

→ 1915(c) HCBS Innovations Waiver

One authorized under our contract with DMH/DD/SAS to manage non-Medicaid services (county, state, grant funding)

None of our current health plans include NC Health Choice, 0-3 population, or physical health/ pharmacy

Benefit Plans – Future State

We will have two distinct health plans (“products”) listed separately on our website

One plan authorized under the 1115 Medicaid Reform Demonstration Waiver, 1915(i) Waiver, 1915(c) HCBS Innovations Waiver, and our TP contract with DHB. Collectively, this is referred to as the **BH and I/DD Tailored Plan**.

- Moving forward we will be branding this as **Vaya Total Care™** (e.g., BCBSNC refers to their Standard Plan as “Healthy Blue”).
- *Integrated (physical, pharmacy, BH, IDD, TBI, LTSS) plan for Medicaid & NC Health Choice populations, including 0-3, who meet TP eligibility criteria and don’t opt out*
- *BH/IDD/TBI-only plan for State-funded Services Recipients*
- *This will look like three “benefit” plans (Medicaid/NCHC, Innovations, State-funded)*
- *Will add the 1915(c) TBI Waiver when expanded to the Vaya region*

One plan authorized by DHB contract (not a waiver) to operate the **Medicaid Direct PIHP**

- *Populations include Medicaid & NC Health Choice who were carved out of managed care (e.g., CAP-C, CAP-DA, dual eligible) or opted out (e.g., tribal)*
- *BH/ IDD/ TBI Only*
- *Physical health, pharmacy, and LTSS will continue to be managed by DHB on a fee-for-service basis*
- *Medicaid Direct population is larger than TP population*

Provider Staffing Stabilization Plan

Vaya's Aim

- **Track staffing and services** at all Comprehensive Care Centers (CCCs).
 - Vaya posts results on Vaya's SharePoint site to alert where services are impacted by staff shortages
- Develop additional strategies to **support providers**, in coordination with the Workforce Development Workgroup of Vaya's Provider Advisory Council
- **Engage community organizations** to explore system-wide solutions

Network Stabilization Priorities

Current Provider Network Stabilization Priorities:

1. Supporting **providers delivering a required crisis service** to Vaya Members
2. Supporting **providers delivering emergency walk-in services** in the Vaya catchment area
3. Supporting providers **unable to provide their contracted services due to workforce shortages**

Network Stabilization Strategies

Current Strategies:

- ✓ **Enhanced rates** for Mobile Crisis and Facility Based Crisis services to recruit and retain crisis staff
- ✓ **Enhanced rates** for all rural crisis walk-in centers to stabilize staffing in rural communities
- ✓ Executed **retro Medicaid payments** in FY21 and FY22 to stabilize provider cash flow
- ✓ **Reconfigured contracts** to move funding into non-unit cost reimbursement or through capitation payments to allow for sign-on bonuses, retention bonuses, and other financial supports
- ✓ **Enhanced rates** for all Mental Health and I/DD providers through 11/30/22

Network Stabilization Strategies (cont'd)

Current Strategies:

- ✓ **Expanded use of Telemedicine** in line with the revised NC Medicaid Clinical Coverage Policy 1H
- ✓ **Improved communication** between providers and local communities on where and how to access services
- ✓ **Continued COVID-19 approved In Lieu of Services (ILOS)** to provide service flexibilities to providers
- ✓ **Removed prior authorization approvals** to reduce provider administrative efforts while improving access to medically necessary services
- ✓ Continued to work with **school-based behavioral health services** to explore and remove barriers in accessing care
- ✓ **Engage county government resources**, such as economic development and county resources
- ✓ Continue to **support Appendix K flexibilities** for I/DD Providers

NC Child & Family Improvement Initiative (NCCFII)

Summary & Updates

What is NCCFII? A collaboration between all NC LME/MCOs to **improve support of children and families** involved with the child welfare system

What are the NCCFII objectives?

1. Establish a **statewide provider network** to ensure access to residential treatment and the other services these youth need
2. Ensure a **standardized, seamless process** for children moving from one LME/MCO region to another or changing custody to a new DSS
3. Establish **rapid access to care** by reducing authorization barriers for residential treatment
4. Increase **capacity for crisis care** across the state
5. **Co-locate LME/MCO care managers** across NC's county and regional DSS offices, tailoring the approach to the unique needs of each county DSS
6. Establish a **standardized reimbursement rate** at 100% of the rate floor for out-of-network, community-based providers
7. Adopt **standardized, child-specific In Lieu of Services** across all LME/MCOs
8. Develop a **standardized, statewide referral system** for all residential and therapeutic foster care providers
9. **Standardize case escalation frameworks** in collaboration with local DSS Departments (coordinated response protocol)

Status

Objective	Vaya Updates	Status
Statewide provider network	<ul style="list-style-type: none"> ✓ Open network since 8/1/22 ✓ Reduced the process time significantly for contracting/credentialing ✓ Added 263 providers and new child services to contracts since 8/1/22 	
Standardized, seamless process for children moving	<ul style="list-style-type: none"> ✓ Launched revised Transition of Care Policy 10/1/2022 	
Reducing authorization barriers	<ul style="list-style-type: none"> ✓ Launched revised authorization process 10/1/2022 	
Increased capacity for crisis care	<ul style="list-style-type: none"> ✓ Added 20 crisis beds (Anderson Nucleus Program) ○ 33 crisis beds in development (Eliada, Pinnacle Therapeutic Services, Nazareth) 	
Co-locate LME/MCO care managers at DSS offices	<ul style="list-style-type: none"> ✓ Embedded 29 care managers ○ Posted 2 embedded care management positions 	
Standardized reimbursement rate	<ul style="list-style-type: none"> ✓ Reimburse out-of-network providers at 100% of the rate floor ✓ Streamlined process to reduce admission barriers 	
Standardized child-specific In Lieu of Services	<ul style="list-style-type: none"> ○ In development ○ Vaya is leading to standardize the High Fidelity Wrap Around Definition (anticipated go-live after 4/1/23 Tailored Plan launch) 	
Standardized, statewide referral system	<ul style="list-style-type: none"> ✓ Released standardized referral form 12/1/22 ✓ Soft launch planned for 1/1/23 	
Standardize case escalation frameworks	<ul style="list-style-type: none"> ○ Completed 9 of 31 coordinated response protocols with DSS ○ Goal: complete all 31 by 4/1/2023 	



AGENDA ITEM 5:

PROPOSED PLAN FOR OPIOID SETTLEMENT FUNDING

MANAGER'S COMMENTS:

Ms. Jennifer Greene, AppHealthCare Director, will update the Board on the County's plan to spend the opioid settlement funds. Ms. Greene will request the Board approve the grant process for entities to apply for funding and authorize AppHealthCare to administer the opioid settlement funds.

Board action is required to approve the grant process and authorize AppHealthCare to administer the County's opioid funds.



Proposal for Opioid Settlement

Update to Watauga County Commissioners

March 7, 2023

Activities to date

AppHealthCare awarded Vital Strategies matching funds

November Results-Based Accountability (RBA) exercise

- Over 30 partners in attendance, including county and municipality staff, non-profit and human services staff, law enforcement, Chamber of Commerce, and more
- Provided partners with a shared understanding of the issue of opioids in our communities, as well as some potential focus areas

Priority areas for Watauga County selected by the group:

1. Prevent overdose deaths and other harms (harm reduction)
2. Connect people who need help to the help they need (connections to care)
3. Support people in treatment and recovery
4. Treat opioid use disorder
5. Address the needs of criminal justice involved persons

Proposed next steps: Request for Proposals

- **March 7th** AppHealthCare presents RFP process to Watauga County Board of Commissioners for approval
- **April 3rd** AppHealthCare issues finalized RFP on behalf of the County
- **April 11th** AppHealthCare hosts informational webinar (recorded for those who cannot join)
- **April 17th** Questions will be due to AppHealthCare by 5pm*
- **May 15th** Proposals will be due to AppHealthCare by 5pm

*Questions received will have a coordinated response by receiving information from the County, NC Opioid Settlement office, or other parties as needed

Steps Following Proposal Submissions

May 22-June 1 Grant review by coordination group* of submitted proposals to make recommendation to Watauga Board of Commissioners

June 6th Recommendation for funding presented to Watauga Board of Commissioners by AppHealthCare including updated funding resolution to outline projects supported

July 1st AppHealthCare to provide funding as directed by Watauga County and project timeline begins

*Coordination Group will include the County Manager, County Attorney, two County Commissioners, the Health Director, another human services representative, and two individuals with lived experience with substance use

Timeline for Reporting

July 31st 2023 AppHealthCare will work with the County to complete and submit a budget or resolution authorizing expenditure of a stated amount to the statewide opioid settlement dashboard

September 31st 2024 AppHealthCare will work with the County to complete and submit the annual financial report

September 31st 2024 AppHealthCare will work with the County to complete and submit the impact information report

Proposed Budget Breakdown

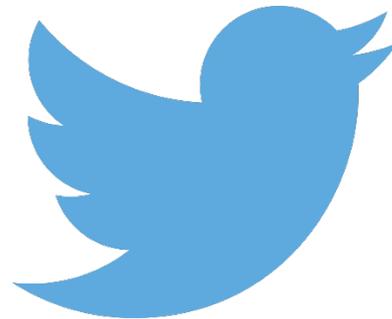
Total settlement payments received by Watauga County as of Spring 2023:	\$372,294
Harm Reduction, Vital Strategies Matching Grant:	-\$40,000
Coordination, Leadership, and Strategic Planning:	-\$32,294
Available funding to award:	=\$300,000



AppHealthCare

Caring for our Community

www.AppHealthCare.com



(For county letterhead)

Date of Issue: April 3rd, 2023

Informational Webinar Date (will be recorded): Tuesday, April 11th at 11am

Webinar Registration Link:

<https://us06web.zoom.us/meeting/register/tZltcO2pqT8qG9VcPgOptC0EFRkeBvVyFCFA>

Questions Due Date: Monday, April 17th by 5pm

Proposal Due Date: Monday, May 15th by 5pm

Direct all inquiries concerning this RFP to:

grants@apphealth.com

Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

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1.0 PURPOSE AND BACKGROUND

In July 2021, Attorney General Josh Stein announced a historic \$26 billion agreement that will help bring desperately needed resources to communities harmed by the opioid epidemic. The agreement resolves litigation over the role of four companies in creating and fueling the opioid epidemic. A Memorandum of Agreement (MOA) between the State and local governments directs how opioid settlement funds are distributed and used in our state. To maximize funds flowing to North Carolina communities on the front lines of the opioid epidemic, the MOA allocates 15 percent of settlement funds to the State and sends the remaining 85 percent to NC's 100 counties and 17 municipalities.

The overdose death rate in Watauga County was 20 out of 100,000 people in 2020. This represents 11 people in Watauga who died from overdose in that year. For every death, there are more non-fatal overdoses. While we are not able to capture all opioid overdoses, emergency department visits for overdoses are one way to measure the number of overdoses happening. The overdose emergency department visit rate in Watauga County was 39 out of 100,000 people in 2020, with a population of 54,000. This represents 22 emergency department visits by Watauga residents for overdose in that year.

The purpose of this RFP is to fund eligible organizations to implement evidence-based, high-impact strategies to address the opioid epidemic in Watauga County, North Carolina. In addition, this RFP builds capacity and local infrastructure to respond to the overdose crisis in Watauga County, North Carolina. The goal of the RFP is to reduce overdose deaths, emergency department visits for overdose, and illicit opioid involvement.

As a result of the opioid settlement, Watauga County government is set to receive \$3,024,789 over an 18-year period. Before spending settlement funds, every local county or municipality must first select which opioid mitigation strategies they would like to fund.

In November 2022, Watauga County agencies and partners initiated a Results-Based Accountability (RBA) action planning process in which focus areas were determined for the next four years. **In March 2023, the Watauga County Commissioners approved the utilization of \$300,000 to fund two-year pilot projects based on Exhibit A strategies in the MOA.** In alignment with guidelines set by the North Carolina Attorney General's Office and North Carolina Department of Health and Human Services, Watauga County will consider funding agencies to implement the following Exhibit A strategies:

1. Collaborative strategic planning
2. Evidence-based addiction treatment
3. Recovery support services
4. Recovery housing support
5. Employment-related services
6. Early intervention
7. Naloxone distribution
8. Post-overdose response team
9. Syringe Service Program
10. Criminal justice diversion programs
11. Addiction treatment for incarcerated persons
12. Reentry programs

Priority will be given to projects that align with the top 5 focus areas determined through RBA action planning: 1) Harm reduction, 2) Connections to care, 3) Support for people in treatment and recovery, 4) Treatment, and 5) Addressing the needs of criminal-justice involved persons.

Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

2.0 PROPOSAL INSTRUCTIONS & REQUIREMENTS

2.1 REQUEST FOR PROPOSAL DOCUMENT

The RFP consists of the base RFP document, any attachments, and any addenda released before contract award. All attachments and addenda released for this RFP in advance of any contract award are incorporated herein by reference. By submitting a proposal, the vendor agrees to meet all stated requirements in this section as well as any other specifications, requirements and terms and conditions stated in this RFP. If a vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the County to receive a better proposal, the vendor is urged and cautioned to submit these items in the form of a question during the question and answer period in accordance with Section 2.3.

Vendors shall populate all attachments of this RFP that require the vendor to provide information and include an authorized signature where requested. Failure to include required documents and/or signatures, where requested, will result in rejection of submitted proposals.

2.2 PROPOSAL SUBMITTAL

Proposals, subject to the conditions made a part hereof and the receipt requirements described below, shall be received at the address indicated in the table below.

Mailing address for delivery of proposal via US Postal Service	Email address for delivery of proposal electronically
<p><i>PROPOSAL TITLE:</i></p> <p><i>Opioid Settlement Proposal - *Agency Name*</i></p> <p><i>AppHealthCare</i> <i>ATTN: Lindsey Sullivan</i> <i>126 Poplar Grove Connector</i> <i>Boone, NC 28607</i></p>	<p><i>PROPOSAL TITLE (in subject line):</i></p> <p><i>Opioid Settlement Proposal - *Agency Name*</i></p> <p><i>grants@apphealth.com</i></p>

IMPORTANT NOTE: All proposals shall be delivered by one of the two methods listed above **by 5:00 PM on Monday, May 15th, 2023** regardless of the method of delivery. All risk of late arrival due to unanticipated delay—whether delivered by email, hand, U.S. Postal Service, courier or other delivery service is entirely on the vendor. It is the sole responsibility of the vendor to have the proposal to the contact specified by the specified time and date of opening. Any proposal received after the proposal submission deadline will be rejected.

All proposal addendums and/or corrections will be emailed to vendors who submit a notice of intent to bid to email [*grants@apphealth.com*](mailto:grants@apphealth.com).

2.3 PROPOSAL QUESTIONS

Written questions shall be emailed to [*grants@apphealth.com*](mailto:grants@apphealth.com) **by 5:00 p.m. (EST) on Monday, April 17th, 2023.** Vendors should enter **“RFP Opioid Settlement: Questions”** as the subject for the email. Questions will not be answered by phone. Question submittals should include a reference to the applicable RFP section.

Questions received prior to the submission deadline date, the County’s response, and any additional terms deemed necessary by the County shall become an Addendum to this RFP. **Vendors who submit an intent to bid will receive addendums by email.** Vendors shall rely *only* on written material contained in an Addendum to this RFP. **Vendors**

Finance Department's statement of how it will maintain confidentiality. If the County Finance Department determines the information for which confidentiality is requested is not a "trade secret" covered by the Act, it will notify vendor of that determination. Any proposal marked with any information as "confidential" or as a "trade secret" or in any other manner as to indicate that it is information protected by the Act in violation of this section shall be regarded as not responsive to the request for proposals and shall not be considered.

3.2 PROPOSAL COMPLIANCE

It is in the best interest of vendors to submit proposals that are clear, concise, and easily understood. Proposals should provide information essential for a straightforward and concise description of vendor capabilities to satisfy the requirements of the RFP specifications.

Vendor may include any optional data not provided for elsewhere and considered to be pertinent to this bid as an addendum.

Vendors are urged and cautioned to read the RFP completely through as noncompliance with requirements may result in bid rejection. Section 4.0 requirements and request for information must be in the same order with the same titles as listed in Section 4.0. Vendor proposals should be easy to follow and all sections should be easily identified.

The specifications included in this package describe the services that the County feels are necessary to meet the performance requirements of this RFP, and shall be considered the minimum standards expected of the Proposer. However, the specifications are not intended to exclude potential bidders.

If the vendor is unable to meet any of the specifications as outlined therein, vendors are advised to submit questions and concerns regarding the specifications during the question and answer period described in Section 2.3.

If the vendor does not indicate or submit questions or concerns regarding the specifications, the County shall assume it is able to fully comply with these specifications. The County shall be the sole and final judge of compliance with all specifications.

The County further reserves the right to determine the acceptability or unacceptability of any and all alternatives or deviations.

3.3 PROPOSAL EVALUATION PROCESS

The County shall review all responses to this RFP to confirm that they meet the specifications and requirements of the RFP. The County shall not be required to hold interviews; however, depending on the number of responses and the information contained in the responses, the County may decide to conduct interviews with firms of its choice. The County reserves the right to request clarification of information submitted. Vendors may be required to provide a demonstration upon request.

The County reserves the right to reject all offers.

3.4 EVALUATION CRITERIA

All qualified proposals will be evaluated, a selection committee will review the submitted proposals. Qualifying application proposals will be collectively scored by the proposal review team. All qualified applications will be evaluated, and awards made based on the following criteria considered, to result in awards most advantageous to the County. Applications will be scored on the content, quality, and completeness of the responses to the items in the scope of work and to how well each response addresses the following core factors. Each application can earn a total of 100 points. The points possible for each section are listed in parentheses.

- Strategy (required, not scored)

- Project Description and Implementation Plan (15 points)
- Statement of Need (10 points)
- Population Served (10 points)
- Evidence-Based Practices (10 points)
- Evaluation (15 points)
- Equity Impact (10 points)
- Project Partners (10 points)
- Experience and Organizational Capacity (10 points)
- Letters of Commitment/Support (required, not scored)
- Budget and Budget Narrative (10 points)

3.5 METHOD OF AWARD

The County reserves the right to make separate awards to different vendors, to not award or to cancel this RFP in its entirety without awarding a contract, if it is considered to be most advantageous to the County to do so. Additionally, the County has authority to extend the grant for additional funding years pending approval of the County Commissioners.

4.0 SCOPE OF WORK & VENDOR'S PROPOSAL CONTENT REQUIREMENTS

4.1 ELIGIBILITY

Proposals will be accepted from nonprofit organizations and governmental agencies. For profit agencies will not be considered. Proof of nonprofit status is required for entities applying as a non-profit. Applicants must clearly demonstrate experience working with individuals with opioid use disorder and a commitment to evidence based strategies addressing opioid use disorder. Collaborative proposals are strongly encouraged. Applicants may be individual organizations or a partnership/collaboration of multiple organizations, one of which must serve as the fiscal agent or the organization that will take overall responsibility of the fiscal and grant-related requirements.

4.2 VENDOR'S PROPOSAL REQUIREMENTS

The vendor's proposal must include the required information below. Proposals shall be tabbed, using the titles identified in this section, to identify the required information. Tabs must be in the same order as listed below. Failure to submit this information may render its proposal non-responsive. **Vendors are urged and cautioned to read the notices in Section 3.1. Noncompliance with the confidentiality requirements will result in a proposal being considered nonresponsive.**

A. PROJECT REQUIREMENTS

Funded projects must:

- Meet a public purpose and fall within County authority to fund per NC General Statutes, to be affirmed and reviewed by the Watauga County legal department prior to execution of a contract or funding agreement
- Identify and directly address a need related to reducing opioid overdoses and related deaths through treatment, recovery, harm reduction, and other life-saving programs
- Directly address health inequities, social determinants of health, and support equitable outcomes for the most impacted populations
- Utilize evidence-based practices
- Have at least three years of experience and demonstrated success of providing related services
- Leverage and align with other funding sources

- Make best use of this infusion of resources
- Provide performance reporting regarding use of funds and project impact on a quarterly basis
- Include an approved budget utilizing the County’s Budget Template and track and report expenditures utilizing the same form
- Comply with all provisions of the funding [North Carolina MOA](#), including expenditure tracking and federal subrecipient monitoring include costs incurred no earlier than the beginning of the contract period
- Serve the residents of Watauga County
- Proposals must be **two-year** projects
- A representative of funded agencies must participate in ongoing strategic planning efforts and systems building towards sustainability as deemed appropriate by the County
- Participate in all coordinated meetings with other funded agencies

4.3 PROPOSAL REQUIREMENTS

Eligible applicants shall populate all attachments of this RFP that require the nonprofit to provide information and include an authorized signature where requested. Nonprofit RFP responses shall include the following items in the following order:

Legal Name of Agency

Organization’s Address

Primary Contact Title

Primary Contact Name

Primary Contact Email

Primary Contact Phone Number

Agency’s Website

Agency’s Mission and Vision

Name of Project

Amount of Funds Requested

Strategy (Indicate all that apply) This question is required, but not scored.

1. Collaborative strategic planning
2. Evidence-based addiction treatment
3. Recovery support services
4. Recovery housing support
5. Employment-related services
6. Early intervention
7. Naloxone distribution
8. Post-overdose response team
9. Syringe Service Program
10. Criminal justice diversion programs
11. Addiction treatment for incarcerated persons
12. Reentry programs

RFP responses should provide a concise description of the applicant’s capabilities, collaborations, and partnerships. Responses are required to submit a Projective Narrative, responsive to each of the following sections: Project Description and Implementation Plan, Statement of Need, Evidence-Based Practices, Population Served, Results, Evaluation, Equity Impact, Project Partners, Organizational Capacity, and Budget Narrative. Project narratives must

be no more than ten (10) pages, excluding the budget. Project narratives must be single-spaced in a minimum of 12-point font with 1-inch margins. The title of each section should be in bold font in the submitted document. Number each page consecutively.

All proposals will be reviewed and scored by a review committee established by Watauga County. Applications will be scored on the content, quality, and completeness of the responses to the items in the scope of work and its alignment with project priorities that resources and services are provided directly to people who use opioids. The total possible points for each section are listed in parentheses, where the highest number is the best. Each application can earn a total of 100 points.

Evaluation criteria are described below.

Project Description and Implementation Plan (15 points): Provide a description of your proposed project. Clearly identify and describe which implementation strategies from the list of eligible strategies are included in the project. Briefly describe how the proposed project will be implemented, including information about the staff implementing the proposed project and where services are taking place. *Selected applicants may be required to submit a more detailed implementation plan including timeline at a later date.*

Statement of Need (10 points): Describe the need that this project will address. For example: opioid misuse, overdoses, or deaths; Narcan availability and distribution; housing, employment, incarceration, and recidivism rates, etc. Include data to demonstrate the need and cite the source of the data.

Relevant data is available at:

- <https://www.ncdhhs.gov/opioid-and-substance-use-action-plan-data-dashboard>
- <https://injuryfreenc.ncdhhs.gov/DataSurveillance/Poisoning.htm>
- <https://nc211.org/data/>
- <https://medicaid.ncdhhs.gov/reports/dashboards#annual>

Population Served (10 points): Identify and define the target population to be served by this project, including the eligibility criteria for services provided. Describe how you will recruit participants into your program. Provide a description of the demographic information and any other risk or protective factors of the target population. Applicants are required to list the number of anticipated clients served in the service period.

Evidence-Based Practices (10 points): These funds are intended to fund services or practices that have a demonstrated evidence base and that are appropriate for the population(s) of focus (individuals with opioid use disorder). An evidence based practice (EBP) refers to approaches to prevention, treatment, or recovery that are validated by a credible form of documented research evidence. Proposals should describe the evidence-based practices that will be implemented.

Proposals that address opioid treatment must include evidence-based addiction treatment consistent with the American Society of Addiction Medicine's national practice guidelines for the treatment of opioid use disorder – including Medication-Assisted Treatment (MAT) with any medication approved for this purpose by the U.S. Food and Drug Administration. There are three medications approved for the treatment of Opioid Use Disorder by the U.S. Food and Drug Administration:

- Methadone
- Buprenorphine
- Naltrexone (known by its brand name, Vivitrol®).

For more information about evidence-based treatment visit: <https://www.morepowerfulnc.org/wp-content/uploads/2022/08/FAQ-about-Option-A-Strategies-updated-August-2022.pdf>

Evaluation (15 points): List at least one overarching goal of the project. In addition, describe the data collection and performance measures you will use to assure ongoing, effective tracking of project goals and objectives. Describe any existing survey instruments that are being used to gather data in the target area of high need. Funded projects

are required to provide a quarterly report on process and quality measures. Describe **how** your project will collect data on the following demographic, process, and quality measures.

- 1) “How much did you do?” Examples: number of persons enrolled, treated, or served; number of participants trained; units of naloxone or number of syringes distributed.
- 2) “How well did you do it?” Examples: percentage of clients referred to care or engaged in care; percentage of staff with certification, qualification, or lived experience; level of client or participant satisfaction shown in survey data.
- 3) “Is anyone better off?” Examples: number or percentage of clients with stable housing or employment; self reported measures of client recovery capital, such as overall well-being, healthy relationships, or ability to manage affairs; number or percentage of formerly incarcerated clients receiving community services or supports within X days of leaving jail or prison.
- 4) Demographic information of participants for the process and quality measures in questions 1, 2, and 3. Examples: age, race, ethnicity, gender, education, income, and zip codes.

More information on performance measures can be found here: <https://clearimpact.com/results-based-accountability/example-performance-measures-can-use-program-service/>

Please note that the North Carolina Association of County Commissioners is working to develop key process and quality measures successful applicants may be required to report upon.

Equity Impact (10 points): Describe how the proposed project addresses health inequities and reaches historically marginalized populations. Additionally, describe how the proposed project addresses the needs of the uninsured and underinsured. Finally, describe how the proposed project will address social determinants of health (transportation, housing, employment, etc.) directly or through collaboration with other agencies.

Project Partners (10 points): List the community partners and agencies that will participate in this project. Describe the role and contribution of each community partner. Describe how you will make referrals to clients and collaborate with partners at the organizational level, assure coordinated services and avoid duplication of services.

Experience and Organizational Capacity (10 points): Describe the background, experience, and capabilities of your organization or department as it relates to capacity for delivering the proposed project and managing grant funds. Describe your organization's existing resources and any previous or current efforts to address the identified problems discussed. This may include any past achievements and accomplishments. Describe the qualifications and training of the staff providing services. Describe your experience in addressing health disparities and addressing social determinants of health.

Budget and Budget Narrative (10 points): Provide a detailed project budget including all proposed project revenues and expenditures, including explanations and methodology utilizing the Budget Template (Attachment C). **The submitted budget and budget narrative MUST be submitted using the provided Budget Template. A printed version of the budget and budget narrative with an authorized signature must be included with hard copy submissions and on the electronic copy, as well as the Excel version that must be submitted on the electronic copy.** The submitted budget should be a two-year budget.

Complete the narrative section on the Budget Template. The budget narrative describes how funds would be spent and why costs included in the budget template are justified and necessary to conduct the proposed project. Costs should be reasonable and appropriate for the level of effort proposed. The budget narrative should explain how the numbers in the budget were calculated and how each expense is related to the proposed project.

Allowable eligible expenditures are limited to direct project-related costs and cannot supplant any existing funding. The potential Contractor understands that all expenditures require prior approval from the County and that funds spent without prior approval are subject to repayment to the County.

ATTACHMENT A: EXECUTION OF PROPOSAL

EXECUTION

In compliance with this Request for Proposals (RFP), and subject to all the conditions herein, the undersigned vendor offers and agrees to furnish and deliver any or all items/services upon which prices are proposed. By executing this proposal, the undersigned vendor certifies that this proposal is submitted competitively and without collusion, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible from covered transactions by any Federal or State department or agency. Furthermore, the undersigned vendor certifies that it and its principals are not presently listed on the Department of State Treasurer’s Final Divestment List as per N.C.G.S 147-86.55-69.

The potential Contractor certifies and/or understands the following by placing an "X" in all blank spaces:

_____The County has the right to reject any and all proposals or reject specific proposals with deviated/omitted information, based on the County’s discretion if the omitted information is considered a minor deviation or omission. The County will not contact vendors to request required information/documentation that is missing from a proposal packet. Additionally, if the County determines it is in its best interest to do so, the County reserves the right to award to one or more vendors and/or to award only a part of the services specified in the RFP. Lastly, the County has authority to extend the grant for additional funding years pending approval of the County Commissioners.

_____This proposal was signed by an authorized representative of the Contractor.

_____The potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.

_____All labor costs associated with this project have been determined, including all direct and indirect costs.

_____The potential Contractor understands that all expenditures require prior approval and that funds spent without prior approval are subject to repayment to the County.

_____The potential Contractor agrees to the conditions as set forth in this RFP with no exceptions.

_____Selection of a contract represents a preliminary determination as to the qualifications of the vendor. Vendor understands and agrees that no legally binding acceptance offer occurs until the Watauga County Board of Commissioners, or its designee, executes a formal contract and/or purchase order.

Therefore, in compliance with the foregoing RFP, and subject to all terms and conditions thereof, the undersigned offers and agrees to furnish the services for the prices quoted within the timeframe required. Vendor agrees to hold firm offer through contract execution.

Failure to complete, execute/sign (E-signature or handwritten) proposal prior to submittal shall render the proposal invalid and it WILL BE REJECTED.

VENDOR:		
STREET ADDRESS:	PO BOX:	ZIP:

CITY/COUNTY/ZIP:		PHONE:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE:		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		FAX NUMBER:
VENDOR'S AUTHORIZED SIGNATURE:	DATE:	EMAIL:

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AGENDA ITEM 6:

HIGH COUNTRY RESTORATION COALITION PRESENTATION

MANAGER'S COMMENTS:

Ms. Debbie Shetterly, High Country Habitat Restoration Coalition, will provide background on the organization and its mission. Staff's understanding is the report is for information only at this time. However, should the Coalition request funding, staff recommends they be directed to the County's budget process.

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AGENDA ITEM 7:

PROPOSED FIRST RESPONDER WELLNESS WEEK 2023 PROCLAMATION

MANAGER’S COMMENTS:

Ms. Valerie Mailman, Responder Wellness Coalition, will request the Board proclaim the week of April 24, 2023 through April 30, 2023 as First Responder Wellness Week 2023. The First Responder Coalition is a nonprofit organization in Watauga County dedicated to improving the wellness of first responders in the High Country.

Board action is required to proclaim the week of April 24, 2023 through April 30, 2023 as First Responder Wellness Week.

**RESPONDER WELLNESS COALITION
OF THE HIGH COUNTRY**
828.773.7877
info@responderwellnesscoalition.org
www.responderwellnesscoalition.org



MEMORANDUM

TO: Deron Geouque, County Manager

FROM: Valerie Mailman, Responder Wellness Coalition

Tim Fox, Responder Wellness Coalition

Lauren Wilson, Responder Wellness Coalition

DATE: February 28, 2023

SUBJECT: Request for Board of Commissioners' Consideration: First Responder Wellness Week 2023

The Responder Wellness Coalition is a nonprofit organization in Watauga County dedicated to improving the wellness of the first responders of the High Country. Our mission is to eliminate the barriers for first responders of the High Country to access mental health care and wellness services.

In our efforts to accomplish our mission, the Responder Wellness Coalition will be hosting events to recognize, celebrate, and support the wellness of the first responders of Watauga County throughout the week of April 24, 2023 through April, 30, 2023. We are committed to rallying the citizens, businesses, nonprofits, state and local government of Watauga County to make these events as impactful as possible.

We appreciate the opportunity to present the Commissioners with information about the Responder Wellness Coalition and request that the Commissioners proclaim the week of April 24, 2023 through April 30, 2023 as First Responder Wellness Week 2023.

Thank you for your consideration.

COUNTY OF WATAUGA

FIRST RESPONDER WELLNESS WEEK 2023

April 24, 2023 – April 30, 2023

A PROCLAMATION

WHEREAS, the first responders of Watauga County dedicate their lives to, and risk their lives for, the service, care and protection of others; and

WHEREAS, the first responders of Watauga County should be recognized for their service, dedication and sacrifices; and

WHEREAS, the first responders of Watauga County have unique wellness needs due to the unique stressors they are exposed to in the line of duty; and

WHEREAS, the first responders of Watauga County face many barriers in accessing mental health care and wellness services; and

WHEREAS, April 28, 2023 will mark the two-year anniversary of the tragic day that Deputy Sheriff Logan Fox and Sergeant Chris Ward gave their lives in the service of the citizens of Watauga County and their family, friends and the first responders who served alongside them bear the profound burden of their absence; and

WHEREAS, the Responder Wellness Coalition is committed to rallying the citizens, businesses, nonprofits, state and local government of Watauga County to recognize, celebrate and support the wellness of the first responders of Watauga County; and

WHEREAS, it is appropriate for Watauga County to set aside the week of April 24, 2023 through April 30, 2023 to recognize, celebrate and support the wellness of the first responders of Watauga County; and

NOW, THEREFORE, BE IT PROCLAIMED that the Watauga County Board of Commissioners and the people of our great county, do hereby proclaim Monday, April 24, 2023 through Sunday, April 30, 2023 as “First Responder Wellness Week 2023” in Watauga County and do hereby call upon the citizens, businesses, nonprofits, state and local government of Watauga County to recognize, celebrate and support the wellness of the first responders of Watauga County.

ADOPTED this the 7th day of March, 2023.



Larry Turnbow, Chairman
Watauga County Board of Commissioners

ATTEST:

Anita J. Fogle, Clerk to the Board

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AGENDA ITEM 8:

ACCEPTANCE OF THE FY 2023 MEDICARE IMPROVEMENTS FOR PATIENTS AND PROVIDERS ACT (MIPPA) GRANT/CONTRACT

MANAGER'S COMMENTS:

Ms. Angie Boitnotte, Project on Aging Director, will request the Board accept a Medicare Improvements for Patients and Providers Act (MIPPA) grant from the Seniors' Health Insurance Information Program (SHIIP). The grant is in the amount of \$2,976 with no local match required.

Action is required to accept the MIPPA grant in the amount of \$2,976 to expand low income subsidy outreach and supplies.



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: March 1, 2023

SUBJ: Request for Board of Commissioners' Consideration – Acceptance of the FY23 MIPPA Grant/Contract

The Project on Aging is eligible to receive a MIPPA (Medicare Improvements for Patients and Providers Act) grant from the Seniors' Health Insurance Information Program (SHIIP) which is a division of the North Carolina Department of Insurance. The grant amount is \$2,976 and does not require a local match.

The funds are to be used to expand Low Income Subsidy (LIS) outreach and enrollment in the county by conducting a minimum of four enrollment clinics, virtually or in person, in non-traditional locations such as dialysis centers, libraries, community drug stores, or senior housing complexes throughout the community. Remaining monies will be used for supplies for LIS outreach and education.

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



How can SHIIP Coordinating Sites utilize their funds:

- Salaries and Fringe for staff working on SHIIP activities
- Travel reimbursement per agency guidelines
- SHIIP Conference expenses per agency guidelines (including, but not limited to, hotel, meals, mileage, etc....)
- Computers/tablets/monitors for counseling
- Technology (including, but not limited to, cell phones, headsets, internet services – including wireless)
- Projector
- Printers
- Ink cartridges
- Copies
- Copy Paper
- Office Supplies
- Telephone Costs
- Rent space for events
- Postage
- Newsletters
- Cable/TV/Radio/Newspaper ads
- Sponsor events - MUST be approved by SHIIP
- **FOOD – FOR TRAINING EVENTS ONLY – The event must be during a time frame where participants would not be able to leave during the training. Example of times would be from 10 – 2, 11-3. If you have questions, please contact Kevin Robertson at the SHIIP office – 919-814-9947.**

Items that you CANNOT use your SHIIP funds towards:

- Construction of a building
- Paving parking lots
- Cars/Vans/Buses
- Refrigerators
- Decorations for offices, such as lamps, pictures, etc.
- Gift cards

SPECIAL NOTE: Some sites have asked to use funds as volunteer gifts. This is not prohibited but any items purchased must be of an educational value toward volunteer work. Please utilize the gifts provided by the SHIIP office as your recognition gifts.

Revised: 10/23/2020



NORTH CAROLINA DEPARTMENT OF INSURANCE MIKE CAUSEY, COMMISSIONER

State of North Carolina

County of Wake

Federal Award Agency: US Department of Health & Human Services, Administration for Community Living

Grant Information

Table with 2 columns: Field Name and Value. Rows include Contract Type (MIPPA Govt), CDFA # (93.071), Federal Award Date (08/30/2022), Fiscal Year (2022-2023), Performance Period Start Date (09/01/2022), Performance Period End Date (08/31/2023), Grant Award # (2201NCMISH-00), Cost Center (16001659g22), Award Amount (\$2,976.00), and Award Total Amount (\$2,976.00).

Subrecipient Information

List of Required Subrecipient Statement of Work activities

- 1. Expand Low Income Subsidy (LIS) outreach and enrollment in the county by conducting a minimum of four enrollment clinics, virtually or in person, during the period 9/1/2022 through 8/31/2023; clinics are to be held in non-traditional locations, i.e., library, church, senior housing complex, etc.;
2. Display Monthly Prevention and Wellness Campaign Posters in your respective agency and at SHIIP

outreach events during the reporting period, i.e., health fairs, awareness events, etc.;

3. Submit Client Counseling Contact and Public & Media Outreach (NPR) forms in a timely manner through the STARS website; and
4. Work with the Area Agency on Aging in your area to conduct outreach events in the county.

Subrecipient Statement of Work and Line Item Budget Information

Attachment B - Statement of Work Items

Provide a narrative response for each question within the Statement of Work. *

We will expand Low Income Subsidy outreach and enrollment in Watauga County by conducting a minimum of four enrollment clinics during the period 9/1/2022 through 8/31/2023. We will hold these in non-traditional locations such as putting up flyers at low income housing and putting up flyers in low income community agencies to draw people to the virtual outreach sessions and community enrollment clinics. We plan to hold clinics at pharmacies, senior living apartment complexes, and the dialysis clinic. We will display the Monthly Prevention and Wellness Campaign Posters in our senior center and at outreach events and health fairs with which we participate.

We will submit client contacts and public and media outreach forms in the STARS system in a timely manner.

We will continue to work with the High Country Area Agency on Aging to conduct outreach events in Watauga County including our upcoming Adult Services Expo at our county Recreation Center.

Attachment C - Line Item Budget and Budget Narrative

All fields must be completed. Zero dollar amount is an acceptable answer. Must agree to the award amount.

Contractual Amount *	Construction Amount *
\$0.00	\$0.00
Supplies Amount *	Equipment Amount *
\$976.00	\$0.00
Other Amount *	Travel Amount *
\$0.00	\$0.00
Personnel Amount *	Fringe Amount *
\$2,000.00	\$0.00

Total Amount *

\$2,976.00

Written Description of Planned Expenditures *

We plan to use \$2,000 of the grant money for personnel salary for time spent working on SHIP activities including Medicare counseling, required trainings, media and publicity engagement, and other outreach efforts.

We plan to use the remaining \$976 in grant funds to purchase paper, ink, pens, and other supplies needed to hold events and outreach and to conduct counseling. We also plan to purchase items for door prizes and other hand outs at outreach events, such as pens, notepads, medicine boxes, or similar items.

After filling out this required Statement of Work responses and Line Item Budget information:

1. Press the **Ctrl** key and the letter **P** key at the same time. This will open a new screen to print out this information.
2. The printed document needs to be signed and notarized.
3. Scan the notarized document so that it can be digitized for uploading.
4. Upload the notarized document by pressing the "Select files" button at the Attach Pre-Audit document area shown below.

Does your County require a pre-audit? *

Yes

Attach Pre-Audit document *

Attachment C 2-23.pdf

Subrecipient Reviewer (person completing the questions and budget) Decision *

Approved - I (as the person completing the questions and budget) have completed Statement of Work and Budget Items

The information that you enter will get merged into the Contract document when you press the Submit button below.

Attachment B
For the period of 9/1/22 – 8/31/23
Statement of Work:

Please do not enter anything here as it will only restart the process. Thank you.

Subrecipient: _____

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

1. Expand Low Income Subsidy (LIS) outreach and enrollment in the county by conducting a minimum of **four** enrollment clinics, virtually or in person, during the period 9/1/2022 through 8/31/2023; clinics are to be held in non-traditional locations, i.e., library, church, senior housing complex, etc.;
2. Display Monthly Prevention and Wellness Campaign Posters in your respective agency and at SHIIP outreach events during the reporting period, i.e., health fairs, awareness events, etc.;
3. Submit Client Counseling Contact and Public & Media Outreach (NPR) forms in a timely manner through the STARS website; and
4. Work with the Area Agency on Aging in your area to conduct outreach events in the county.

Attachment C

For the period 9/1/2022 – 8/31/2023

Line-Item Budget and Budget Narrative

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

Subrecipient Name: _____ **Award Amount:** _____

Budget	Amount
Contractual	
Construction	
Supplies	
Equipment	
Other	
Travel	
Personnel	
Fringe	
Total	

(Notary Seal Below)

Written description of planned expenditures:

AGENDA ITEM 9:

FIRE ALARM SYSTEM BID AWARD

MANAGER'S COMMENTS:

Mr. Robert Marsh, Maintenance Director, will request the Board award Creekside Electronics the bid for a fire alarm panel for the Administration Building. Creekside Electronics was the lowest responsive bidder in the amount of \$16,360. Adequate funds are in the FY 2022-2023 budget to cover the expenditure.

Staff recommends the Board award the bid to Creekside Electronics in the amount of \$16,360.

Board action is required to award the bid.



WATAUGA COUNTY MAINTENANCE DEPARTMENT

274 Winklers Creek Road, Suite B, Boone, NC 28607 - Phone (828) 264-1430
Fax (828) 264-1473

TO: Deron Geouque, County Manager

FROM: Robert Marsh, Maintenance Director *RM*

DATE: February 28, 2023

RE: Fire Alarm System Bid Award

The fire alarm panel in the Administration Building is currently out of service due to a bad circuit board. Staff has been unable to find a Notifier brand dealer to quote a replacement panel. Therefore, several local competing dealers were asked to quote a new system for the building.

BID SUMMARY	
<u>Vendor</u>	<u>Bid</u>
Creekside Electronics, Boone, NC	\$16,360
Saffer Security Systems, Boone, NC	\$24,240
Jared Munday Electric, Boone, NC	No Bid

Staff recommends the County award the bid to Creekside Electronics in the amount of \$16,360.

Creekside Electronics, Inc
 7881 NC Highway 105 S
 Boone, NC 28607 US
 +1 8282643039
 Thomas@creeksideelectronics.com
 www.creeksideelectronics.com



Estimate:

ADDRESS
 Watauga County
 Attn: Susanne Winebarger
 274 Winkler's Creek Rd, Suite B
 Boone, NC 28607

SHIP TO
 Watauga County
 Administration Building
 814 West King Street
 Boone, NC 28607

ESTIMATE: # 2036 DATE 02/09/2023

DESCRIPTION	QTY	RATE	AMOUNT
SK-6808 ADDRESSABLE FIRE ALARM CONTROL	1	1,818.00	1,818.00T
0H-HWAVLTEM FIRE ALARM COMMUNICATOR	1	250.00	250.00T
SK-HEATRORW ADDRESSABLE HEAT DETECTOR	5	105.00	525.00T
SK-PULLDA ADDRESSABLE PULL STATION	6	179.00	1,074.00T
SK-PHOTOW ADDRESSABLE SMOKE DETECTOR	19	123.00	2,337.00T
SK-SKDUCTW DUCT SMOKE DETECTOR	8	365.00	2,920.00T
BK-RTS151KEY REMOTE TEST STATION	8	116.00	928.00T
SK-RELAY HVAC SHUTDOWN RELAY MODULE	8	155.00	1,240.00T
BK-DST3 DUCT SAMPLING TUBE	16	25.00	400.00T
SK-RELAY ELEVATOR RECALL RELAY MODULE	4	155.00	620.00T
SK-MONITOR SPRINKLER MONITOR MODULE	4	114.00	456.00T
PW-PS12120 12V12AH BATTERY	2	96.00	192.00T
Installation Materials	1	100.00	100.00T
Installation & Programming	1	3,500.00	3,500.00T

UPGRADE FIRE ALARM SYSTEM AT WATAUGA COUNTY ADMIN BUILDING	SUBTOTAL	16,360.00
	TAX	1,104.30
DUCT SMOKE DETECTORS TO BE INSTALLED BY WATAUGA MAINTENANCE	TOTAL	\$17,464.30

EXISTING HORN / STROBES WILL REMAIN

Accepted By

 Accepted Date

Proposal

Saffer Security Systems, Inc.

PO Box 3710 Boone, NC 28607 828-264-1602 sssmobile15@gmail.com

To:	Watauga County Maintenance	Email:	anthony.greene@watgov.org
Attn.:	Anthony Greene	Date:	February 21, 2023
Project:	Replace fire alarm system	Location:	Boone, NC
Systems Included:	Addressable Fire Alarm System		

Scope of Work: The following price includes, provide and install a new addressable fire alarm system to replace existing equipment per the following:

- Addressable Fire Alarm Control Panel w/Battery Back-up, surge suppression on AC power, IP or telephone communication ready. Expansion and control modules required for complete functionality.
- Alpha-Numeric LCD Fire Keypad/Annunciator at front entry.
- Control and output devices per current configuration for elevator and HVAC control.
- Input and initiating devices per the existing configuration.
- NAC circuits per existing devices, circuits and capacity.
- Additional cable and material required for proper operation.
- Program, testing and certification and training.

Notes: Network cable for LAN connection to new panel excluded. Additional work required to troubleshoot existing wiring issues is excluded.

The price for this work will be: \$24,240.00

Submitted: Feb. 21, 2021

Accepted By: _____

Date: _____

his proposal is based on the terms and conditions of the Saffer Security Systems, Inc. standard purchase agreement. Acceptance of this proposal and/or direction to proceed with work included herein indicates acceptance of the purchase agreement.

AGENDA ITEM 10:

PHASE II TRAILER STORAGE AREA IMPROVEMENTS BID AWARD REQUEST

MANAGER'S COMMENTS:

Rex Buck, Operations Services Director, will request the Board award the bid to PADCO Excavating, Inc. in the amount of \$217,485.65 for Phase II of the Trailer Storage Area Improvement project. PADCO Excavating, Inc. was the lowest responsive bidder.

Staff recommends awarding the bid to PADCO Excavating, Inc. in the amount of \$217,485.65 for Phase II of the Trailer Storage Area Improvement project.



WATAUGA COUNTY

**SANITATION
DEPARTMENT**

336 Landfill Road – Boone, NC 28607 – (828) 264-5305
TDD 1-800-735-2962 – Voice 1-800-735-8262 – FAX (828) 264-3230

February 27, 2023

To: Deron Geouque, County Manager

From: Rex Buck, Operations Services Director

Subject: Trailer Storage Area Improvements

Staff solicited quotes for Phase II of the Trailer Storage Area Improvement project. A total of three (3) quotes were received with the following results:

- PADCO Excavating, Inc - **\$217,485.65**
- Carolina Grading and Utilities, Inc. - \$228,750.00
- JW Hampton Company - \$307,526.00

Staff recommends approval and requests authorization to contract with PADCO Excavating, Inc. in the amount of: **\$217,485.65** for Phase II of the Trailer Storage Area Improvement project.

PADCO Excavating, Inc. is licensed with the North Carolina Licensing Board of General Contractors and is qualified to perform the scope of work for this project.

Prior bid for Trailer Storage Area Improvements project was - \$584,483.00. Current projected cost is - \$433,624.10. Estimated savings - (\$150,858.90).

Watauga County - Phase 2 Trailer Storage Area

- 1 Mobilization / Project Management:
- 2 Asphalt Paving & Concrete Paving Setup:
- 3 Asphalt Paving and Inlet/Outlet Area:
- 4 Concrete Paving and Concrete Flume:
- 5 Sewer and Septic:
- 6 Water:

PADCO Excavating, Inc.			
Unit	Qty	Price	Total
EA	1	\$ 9,834.50	\$ 9,834.50
EA	1	\$ 13,125.10	\$ 13,125.10
EA	1	\$ 76,546.05	\$ 76,546.05
EA	1	\$ 52,250.00	\$ 52,250.00
EA	1	\$ 55,335.00	\$ 55,335.00
EA	1	\$ 10,395.00	\$ 10,395.00

\$ 217,485.65

Carolina Grading & Utilities, Inc.			
Unit	Qty	Price	Total
EA	1	\$ 8,000.00	\$ 8,000.00
EA	1	\$ 24,450.00	\$ 24,450.00
EA	1	\$ 84,000.00	\$ 84,000.00
EA	1	\$ 56,000.00	\$ 56,000.00
EA	1	\$ 48,450.00	\$ 48,450.00
EA	1	\$ 7,850.00	\$ 7,850.00

\$ 228,750.00

JW Hampton, Inc.			
Unit	Qty	Price	Total
EA	1	\$ 21,321.00	\$ 21,321.00
EA	1	\$ 44,100.00	\$ 44,100.00
EA	1	\$ 144,236.00	\$ 144,236.00
EA	1	\$ 44,100.00	\$ 44,100.00
EA	1	\$ 42,300.00	\$ 42,300.00
EA	1	\$ 11,469.00	\$ 11,469.00

\$ 307,526.00



P.O. Box 200, West Jefferson, NC
 28694 548-2 Wade Bare Road, Jefferson,
 NC 28694 Phone: (336) 982-5550
 Fax: (336) 982-5200
PADCO@skybest.com

Watauga County

Attn: Rex Buck

Phone: (828) 264-5305

Email: rex.buck@watgov.org

Re: Watauga County Landfill Trailer Storage Area Improvements Phase 2

Proposal Date: 02/06/2023

Job Title: Watauga County Landfill Trailer Storage
 Area Improvements Phase 2 – Boone, NC

PADCO Excavating, Inc. submits this proposal to complete the following work on the Watauga County Landfill Trailer Storage Area Improvements project for Watauga County, North Carolina.

Description	Amount
1. Mobilization & Project Management	\$9,834.50
2. Asphalt Paving and Concrete Paving Setup	\$13,125.10
3. Asphalt Paving at Trailer Storage and Inlet/Outlet Area	\$76,546.05
4. Concrete Paving and Concrete Flume	\$52,250.00
5. Sewer and Septic	\$55,335.00
6. Water	\$10,395.00
TOTAL BID:	\$217,485.65

ITEMS NOT INCLUDED: This price does not include the following items: Surveying, Staking, Bonding, as-builts, testing/permitting, remedies for treatment, removal, and replacement of unsuitable soils, dewatering, drying, and chemical treatment of soils, solid rock removal, traffic control, relocation of existing utilities. The total bid amount excludes any alternates. Padco Excavating, Inc. excludes any work not listed above. Any work completed that is not listed above will be charged based upon unit pricing.

NOTES:

- This quote is valid for 30 days from the date it is received.
- Stone for concrete paving IS INCLUDED in this proposal.
- This proposal is based on civil plans only. Work deviating from these plans will be subject to price adjustment by a change order agreed upon by all parties.
- Due to the lack of a Geotechnical Exploration/Report, remediation of or removal and replacement of unsuitable soils, is not included in this proposal.
- Padco Excavating, Inc. is not responsible for protection of work against others. Request to fix work damaged by others will be billed to the owner.



PO Box 785
Jefferson NC 28640

Date	2/15/2023	To	Rex Buck, Watauga County
		From	Sid Carpenter, CGU

Proposal
Watauga Co. Landfill Trailer Storage Area Improvements
Boone, NC

1	Mobilization and Project Management	\$8,000.00
2	Asphalt Paving and Concrete Paving Setup	\$24,450.00
3	Asphalt Paving at Trailer Storage and Inlet/Outlet Area	\$84,000.00
4	Concrete Paving and Concrete Flume	\$56,000.00
5	Sewer and Septic	\$48,450.00
6	Water	\$7,850.00
Total		\$228,750.00

3632 Old 421 South
Boone, NC 28607



Phone: (828) 264-7103
Fax: (828) 264-7107

NCDOT Certified DBE / WBE Company / Hub Certified

NC License # 50832

February 23, 2023

Proposal

<u>Proposal Provided To:</u> Watauga County	<u>Address:</u> 385 Landfill Rd, Boone NC 28607
<u>Project Name:</u> Watauga County Trailer Storage	<u>Project Location:</u> Boone, NC
<u>Plans By:</u> McGill	<u>Date of Plans:</u> 5/22/2023

TM	SCOPE OF WORK:	QUANT.	UT	UT Price	Total
1	Mobilization and General Conditions	1	LS	\$21,321.00	\$21,321.00 ✓
	Silt Fence	150	LF	\$18.00	\$2,700.00
	Clearing and Grubbing	1	LS	\$12,500.00	\$12,500.00
	Seeding and Fertilize	1	LS	\$15,300.00	\$15,300.00
	Erosion Control	325	SY	\$13.25	\$4,306.25
	Rip Rap w/ Fabric	85	TN	\$189.00	\$16,065.00
	Demolition	1	LS	\$21,056.00	\$21,056.00
	Bollards	4	EA	\$2,500.00	\$10,000.00
	6" Sch 40 Stormwater pipe w/ cleanouts	125	LF	\$139.00	\$17,375.00
	18" HDPE	152	LF	\$109.00	\$16,568.00
	36" HDPE	216	LF	\$172.00	\$37,152.00
	Junction Box	2	EA	\$8,123.00	\$16,246.00
	Drop Inlet	1	EA	\$7,533.00	\$7,533.00
3	Concrete Landing Gear Pad, Wheel Pad, Curb Stop and Leachate Flume	1	LS	\$144,236.00	\$144,236.00 ✓
	6" Conical Drain	8	EA	\$2,591.00	\$20,728.00
	CABC Stone	1100	TN	\$50.00	\$55,000.00
2	2" I19 B Binder	210	TN	\$210.00	\$44,100.00 ✓
4	2" S9.5B Asphalt Surface	210	TN	\$210.00	\$44,100.00 ✓
	Pavement Striping	1	LS	\$5,032.00	\$5,032.00
6	1" Municipex Water Line	250	LF	\$29.00	\$7,250.00 ✓
6	1" Ball Valve, Meter Box, tie into existing water service	1	EA	\$2,319.00	\$2,319.00 ✓
6	Yard Hydrant	1	EA	\$1,900.00	\$1,900.00 ✓
	6" Sch 40 Sewer Line w/ Cleanouts	350	LF	\$118.00	\$41,300.00
5	2500 Gal. Septic Tank	1	LS	\$33,000.00	\$33,000.00 ✓
5	Doghouse Manhole	1	EA	\$9,300.00	\$9,300.00 ✓
	Earthwork	1	LS	\$136,212.00	\$136,212.00
TOTAL:					\$742,599.25

Separate Bid Items not Addressed in Lump Sum Quote:

1. Undercut Excavation and Export	\$20.00 / CY	307,526.00
2. Undercut Backfill and Import	\$20.00 / CY	
3. Geotech Fabric, 8oz. Non-woven	\$5.25 / SY	
4. 4" Underdrain	\$6.25 / LF	
5. #57 Stone Delivered (add \$5.00 to Place = \$45.00/ TN)	\$40.00 / TN	
6. ABC Stone (add \$5.00 to Place = \$40.00/ TN)	\$35.00 / TN	

Special Notes:
Project timing and start time must meet our company time frame.

Exclusions:
Testing, Surveying, Permitting, Rock Removal or Land Scaping

PAYMENT TERMS:
Project to be invoiced monthly to owner with payment terms of 30 days.

AGENDA ITEM 11:**PROPOSED AMENDMENT TO SECTION XV OF THE AMBULANCE FRANCHISE ORDINANCE REGARDING THE MEMBERSHIP OF THE EMS ADVISORY BOARD****MANAGER'S COMMENTS:**

Mr. Will Holt, Emergency Services Director, will request the Board amend Section XV of the Ambulance Franchise Ordinance. This amendment reflects updated agency names and membership terms. The amendment was approved by the current EMS Advisory Board at the February 2023 meeting.

North Carolina General Statute 153A-46 requires a grant, renewal, extension, or amendment of any franchise to be passed at two regular meetings of the Board of Commissioners before it may be adopted. As this matter was tabled at the last meeting, the Board will need to ratify the amendment as presented and will require a second ratification at the March 21, 2023 meeting.

Staff recommends the Board ratify the agreement as presented and direct the amendment to be placed on the March 21, 2023 agenda for a potential second ratification.



Watauga County Emergency Services

184 Hodges Gap Rd, Suite D
Boone, NC 28607
Phone 828-264-4235
Fax 828-265-7617



Fire Marshal ♦ Emergency Management ♦ Communications

February 8, 2023

To: Board of Commissioners

CC: Deron Geouque, County Manager
Anita Fogle, Clerk to the Board

Subject: Proposed Amendment to the EMS Advisory Board Membership

Board of Commissioners,

Please consider my request to amend Section XV of the Ambulance Franchise Ordinance. This amendment reflects updated agency names and membership terms. This amendment comes at the recommendation of the current EMS Advisory Board who endorsed these changes in their February 2023 meeting. Per County policy and General Statute an amendment to the ordinance requires two readings and Board approval.

Respectfully,

Will Holt
ES Director

STATE OF NORTH CAROLINA

COUNTY OF WATAUGA

AMENDMENT TO THE AMBULANCE FRANCHISE ORDINANCE

Section XV. EMS Advisory Committee

15.1 The Watauga County Board of Commissioners hereby creates the Watauga County EMS Advisory Committee. This committee shall advise the County on matters related to enforcement of this Ordinance and shall develop and recommend to the County such standards of care, policies, procedures and actions which will maintain and improve the quality of ambulance service for the residents of Watauga County.

15.2 Membership on the Committee will consist of the following:

- Representative of Appalachian Regional Healthcare System
- Representative of Boone Fire Department
- Representative of Blowing Rock Fire & Rescue
- Representative of Watauga Rescue Squad
- Representative of Franchisee
- Medical Director
- County Manager
- County Commissioner, appointed annually in December
- Fire Commission Chairman or Designee
- Representative of Emergency Services
- 1-2 At-Large First Responder Appointee(s), from geographic areas not covered by the above representatives, appointed by the County Commissioners for staggered 2-year terms in December

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AGENDA ITEM 12:

BID AWARD REQUEST FOR SOIL AND WATER CONSERVATION STREAMFLOW REHABILITATION ASSISTANCE PROGRAM (STRAP) ELK CREEK SECTION 3 PROJECT

MANAGER'S COMMENTS:

Mikey Woodie, Soil and Water Conservation, will request the Board award the bid to Hicks Construction Enterprise Inc. in the amount of \$54,000 for Elk Creek Section 3 under the StreamFlow Rehabilitation Assistance Program (StRAP) project.

Board approval is required to award the bid to Hicks Construction Enterprise Inc. in the amount of \$54,000 for the StreamFlow Rehabilitation Assistance Program (StRAP) project.

**Watauga County Soil & Water Conservation District**

**971 West King Street
Boone, NC 28607
(828) 719 - 3409**

MEMORANDUM

TO: Deron T. Geouque and the Watauga County Board of Commissioners

CC: Anita Fogle, Clerk to the Board

FROM: Mikey B. Woodie

SUBJECT: Request for StRAP Bid Award, Elk Creek – Section 3

DATE: February 28, 2023

On behalf of the Watauga County Soil & Water Conservation District (Watauga SWCD), I would like to request that the Board of Commissioners award the bid for the Elk Creek – Section 3 project under the Streamflow Rehabilitation Assistance Program (StRAP) to Hicks Construction Enterprises, Inc. In July 2022, the Watauga County Board of Commissioners approved the acceptance of a contract with the North Carolina Department of Agriculture and Consumer Sciences for \$159,750 under StRAP. The purpose of StRAP is to reduce flooding and restore streams across the state, primarily through the removal of vegetative stream debris like log jams and fallen trees.

The Watauga SWCD advertised for bids for a third section of StRAP work on Elk Creek in Deep Gap, NC and received three bids. The total length of this stream debris removal project is 1,800 linear feet. The lowest bidder informed our department that they do not hold a NC Contractor's License, and so the Watauga SWCD requests that the bid is awarded to the next lowest bidder, Hicks Construction Enterprises, Inc. of Sugar Grove, NC in the amount of \$54,000. Hicks Construction Enterprises, Inc. has verified that they have the required liability insurance, a NC General Contractor's License (#62259), and experience in stream restoration work. Work is planned to be completed this calendar year.

Thank you for your consideration of this request.

BID TABULATION SHEET

Contracting Public Authority:	Watauga County
Project Name:	Elk Creek – Section 3: Stream Debris Removal Project
Bid Due Date:	02/22/23

Contract Description: Vegetative stream debris removal from 1,800 linear feet of Elk Creek in Deep Gap, NC. The removal of stream debris will be completed according to the best management practices of the Streamflow Rehabilitation Assistance Program (StRAP) administered by the North Carolina Soil & Water Conservation Commission.

Awarded To (check one)	List of Bidding Contractors	Contractor City, State	Total Bid Amount	Meets License and Insurance Requirements
	Yadkin Valley Construction, Inc.	Ronda, NC	\$70,000	Yes
	Hicks Construction Enterprises, Inc.	Sugar Grove, NC	\$54,000	Yes
	Coastal Carolina Industrial Recycling LLC	Elizabethtown, NC	\$27,000	No

Date 2-22-23

Wadkin Valley Construction, Inc.

2961 Old Hwy 60

Ronda, NC 28670

336 984 8989/336 244 5762

tlbentonyvc@gmail.com

bradbentonfarms@gmail.com

Watauga County Soil & Water

Bids for stream debris removal

Section 2 (Rhymer Branch Rd area)	\$15,000.00
Section 3 (Scenario 1)	\$90,000.00
Section 3 (Scenario 2)	\$70,000.00

Thank you for your business!



Hicks Construction Enterprises Inc.
1230 Howard Edmisten Road
Sugar Grove, NC 28679
828-297-5377
License #62259

Watauga County Soil & Water
941 W King Street
Boone, NC 28606

RE: Bid for Elk Creek StRAP Projects

This bid is for one stream debris removal along 1,800 feet of Elk Creek in Deep Gap, NC. The work includes removing vegetative debris from the stream and disposing of it by burning, chipping, or hauling out the 100-year floodplain. The work will follow the recommended practices of the streamflow rehabilitation assistance program (StRAP).

Total lump sum bid: \$54,000.00

Expiration Date

12/31/2023

License No. 630723 BCC Meeting

62259

North Carolina

Licensing Board for General Contractors

This is to Certify That:

Hicks Construction Enterprises, Inc.

Sugar Grove, NC

is duly registered and entitled to practice

General Contracting

Limitation: Unlimited

Classification: Unclassified

until

December 31, 2023

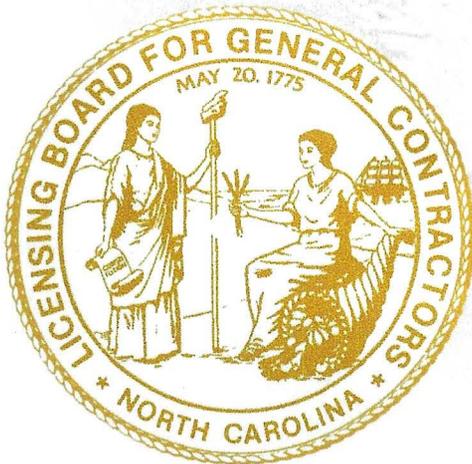
when this Certificate expires.

Witness our hands and seal of the Board.

Dated, Raleigh, N.C.

01/09/2023

This certificate may not be altered.



Lisa Piercy

Chairman

C. Frank Wiesner

Secretary-Treasurer



CERTIFICATE OF INSURANCE

030723 BCC Meeting

DATE ISSUED (MM/DD/YY) 11/7/22

— THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY —

Home Office • 100 Erie Insurance Place • Erie, Pennsylvania 16530 • 814.870.2000
Toll free 1.800.458.0811 • Fax 814.870.3126 • www.erieinsurance.com

NAME AND ADDRESS OF AGENCY BLUE RIDGE INSURANCE SERVICE INC PO BOX 1836 BOONE, NC 28607	AGENT'S NO. JJ2083	COMPANY(IES) AFFORDING COVERAGE Co.: C ERIE INSURANCE COMPANY Co.: D ERIE INSURANCE PROPERTY & CASUALTY COMPANY Co.: E ERIE INSURANCE EXCHANGE (Not Applicable in NY) Erie Indemnity Co., Attorney-In-Fact Co.: F ERIE INSURANCE COMPANY OF NEW YORK Co.: G FLAGSHIP CITY INSURANCE COMPANY
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NAME AND ADDRESS OF NAMED INSURED HICKS CONSTRUCTION ENTERPRISES INC 1230 HOWARD EDMISTEN RD SUGAR GROVE, NC 28679	This certificate is issued for information purposes only and confers no rights on the certificate holder. It does not affirmatively or negatively amend, extend, or otherwise alter the terms, exclusions and conditions of insurance coverage contained in the policy(ies) indicated below. The terms and conditions of the policy(ies) govern the insurance coverage as applied to any given situation. Limits shown may have been reduced by claims paid. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer and the certificate holder.
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This is to certify that policies, as indicated by the Policy Number below, are in force for the Named Insured at the time that the Certificate is being issued.

CO Add'l LTR Ins'd	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS												
E	<input type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Q46 0155771	10/1/22	10/1/23	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>FIRE DAMAGE (Any One Fire)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>MED EXP (Any One Person)</td><td style="text-align: right;">\$ 5,000</td></tr> <tr><td>PERSONAL & ADV. INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>PRODUCTS-COMP/OP AGG</td><td style="text-align: right;">\$ 2,000,000</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	FIRE DAMAGE (Any One Fire)	\$ 1,000,000	MED EXP (Any One Person)	\$ 5,000	PERSONAL & ADV. INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS-COMP/OP AGG	\$ 2,000,000
EACH OCCURRENCE	\$ 1,000,000																
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E	WORKERS COMPENSATION & EMPLOYERS LIABILITY	Q94 0104393	10/1/22	10/1/23	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><th colspan="2" style="text-align: center;">STATUTORY</th></tr> <tr><td style="text-align: center;">BODILY INJURY BY</td><td>ACCIDENT \$ 1,000,000 EACH ACCIDENT</td></tr> <tr><td></td><td>DISEASE \$ 1,000,000 POLICY LIMIT</td></tr> <tr><td></td><td>DISEASE \$ 1,000,000 EACH EMPLOYEE</td></tr> </table>	STATUTORY		BODILY INJURY BY	ACCIDENT \$ 1,000,000 EACH ACCIDENT		DISEASE \$ 1,000,000 POLICY LIMIT		DISEASE \$ 1,000,000 EACH EMPLOYEE				
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	DISEASE \$ 1,000,000 EACH EMPLOYEE																
	OTHER																

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

NAME AND ADDRESS OF CERTIFICATE HOLDER WATAUGA COUNTY SOIL & WATER CONSERVATION DISTRICT 971 W KING ST BOONE, NC 28607	AUTHORIZED REPRESENTATIVE
---	--------------------------------------

Laura Beard
CCIR, LLC
75 Gibson Dairy Road
Elizabethtown NC 28337



Watauga County Soil and Water Conservation District
971 W King St
Boone NC 28607

February 22, 2023

To whom it may concern,

CCIR, LLC is a family-owned small business in Elizabethtown NC. Over the last six years CCIR has been expanding and completing larger construction projects. Specializing in land management we take pride in our ability to make decisions with the natural environment in mind. Hiring multiple experienced employees and continuous maintenance on all dependable equipment has made us a reliable team to work with.

Our crew has successfully completed over 120 miles of stream debris clean-out in Bladen and surrounding counties including Columbus, New Hanover and Duplin. Contracts are underway in Johnston County as well. We have highly experienced individuals that can judge different aspects of these jobs resulting in the most efficient use of equipment. This allows us to complete jobs with superior quality in a timely manner.

We understand that honest open communication with department leaders as well as land owners is the start of a positive relationship that leads to successful completion of these projects. This team includes two large equipment operators, a dedicated erosion control specialist, and multiple skilled laborers. CCIR owns and/or has access to all equipment needed for an array of clientele needs.

We are looking forward to hearing from you soon.

Yours sincerely,

A handwritten signature in black ink that reads 'Laura B Beard'. The signature is written in a cursive, flowing style.

Laura B Beard

CCIR, LLC

02/22/2023

75 Gibson Dairy Road
Elizabethtown NC 28337
910.874.3222

References from 1 year:

Cape Fear Public Utility Authority-Utility Easement/ROW Clearing
Contract Dates 12/21 Renewed 06/22 At request of CFPUA
Art Kenan 910.367.8737

Jerta Land-Stream Debris Removal/Forestry Mulching/Erosion Control
Contract Dates 02/22 and 09/22
Kail Page 843.630.1522

Columbus Soil And Water Conservation District-Stream Debris Removal (StRAP)
Contract Dates 03/22-05/22, 11/22-12/22, and 11/22-2/23
Tyler Hodge 910.642.2196 ext. 3

City of Whiteville Emergency Management-Stream Debris Removal (StRAP)
Contract Date 12/22-5/23
Hal Lowder 910.770.0040

Thank you,


Laura B Beard

CCIR, LLC

02/22/2023

75 Gibson Dairy Road
Elizabethtown NC 28337
910.874.3222

Crew Information

Number of Crew One

Crew Foreman Daniel Beard*CDL 910.879.2345 7+ years

Hand Clearing Equipment Operators Marshal Beard 5+ years

Blake Willoughby 6+ months

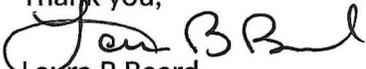
Derek Walter 1+ years

*A combination will be implemented as pertains to this project to maximize safety and efficiency. Expectation being one crew consisting of three/four persons.

*No subcontractors will be needed by CCIR, LLC to perform any services.

Use LGP excavator, portable winches, boat, can-am and/or argo to remove material. Material will be piled and strapped a minimum of 30' above high water mark using 3/8" biodegradable rope as per StRAP guidelines. Material to be removed will be loaded into dump truck/trailer and transport to local licensed landfill. Use forestry mulcher to chip and disperse debris throughout forest floor. All work will be completed by deadline assuming permitted by weather.

Thank you,


Laura B Beard



Douglas G. Smith
Underwriting Manager
13830 Ballantyne Corporate Place
Mail Stop: 150
Charlotte, NC 28277
704.572.3190
Douglas.Smith01@LibertyMutual.com

2/22/2023

Re: Coastal Carolina Industrial Recycling, LLC dba CCIR, LLC

To Whom it May Concern:

This letter is to inform you that The Ohio Casualty Insurance Company has been the surety for Coastal Carolina Industrial Recycling, LLC dba CCIR, LLC since 2021. Coastal Carolina Industrial Recycling, LLC dba CCIR, LLC currently has a bonding capacity of greater than \$300,000 single job and \$300,000 aggregate.

The Ohio Casualty Insurance Company is a subsidiary of Liberty Mutual Insurance Company. The Ohio Casualty Insurance Company is listed in the Federal Register dated July 1, 2022 with an underwriting limitation of \$240,878,000. The Ohio Casualty Insurance Company has been given a rating of A size XV by A. M. Best.

Please understand that any bond request is subject to favorable review of the contract documents, confirmation of project financing and other underwriting considerations deemed necessary at the time of the request.

If you should need any additional information, please contact my office.

Sincerely,

Douglas G. Smith

Douglas G Smith
Contract Transactional Surety Underwriter

Elk Creek, Section 3, Stream Debris Removal Project

Stream Segment described; shown on map; and flagged on site (bid) @ 1,800 linear feet

Total Bid \$ 27,000-
(Lump sum for this project)

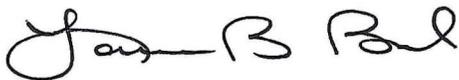
By submitting this proposal, contractor certifies the following:

An authorized representative of the firm has signed this proposal.

It can obtain bonds and insurance certificates as required upon execution of the contract.

The contractor has determined the cost and availability of all equipment, materials, and supplies associated with performing the work outlined herein.

All labor costs, direct and indirect, have been determined and included in the proposed cost.



Contractors Name CCIR, LLC

Contact Person Laura Beard

Address 75 Gibson Dairy Road Elizabethtown NC 28337

Phone 910.874.3222

Email daniel@ccirinc.com

AGENDA ITEM 13:

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Proposed Amendments to the Ted Mackorell Soccer Complex (TMSC) License Agreement

MANAGER'S COMMENTS:

County Manager Geouque will present a license agreement between the County, Appalachian Soccer Group, LLC, Appalachian State University, and the High-Country Soccer Association, Inc. This is a continuation of the license agreement that was previously approved with slight changes regarding fees. Staff has forwarded to the County Attorney for review.

Board action is required to approve the license agreement as presented.

STATE OF NORTH CAROLINA

COUNTY OF WATAUGA

License Agreement

This Agreement is made on the _____ day of _____
2023, between the following entities:

Watauga County, a Body Politic of the State of North Carolina (the "COUNTY")

Address: 814 West King Street
Suite 205
Boone, NC 28607

Appalachian Soccer Group, LLC ("ASG")

Address: P.O. Box 3344
Boone, NC 28607

Appalachian State University Foundation, Inc. ("ASUF") and

Address: McKinney Alumni Center
535 Blowing Rock Road
Boone, NC 28608

High Country Soccer Association, Inc. (HCSA)

Address: 805 State Farm Road, Unit 301
Boone, NC 28607

WHEREAS, the County owns a soccer complex, known as the Ted Mackorell Soccer Complex (the "Complex" and the "Premises").

WHEREAS, on September 18, 2007, the parties entered into the attached Joint Venture Agreement, and Preliminary Joint Venture Agreement whereby ASUF and HCSA have certain rights and responsibilities regarding the use of the Complex.

WHEREAS, The County does not need exclusive use of the Complex.

WHEREAS, ASG is creating an opportunity to partnership with the County, ASU and HCSA to share the use of the Complex in order to offer more soccer related activities in the High Country.

WHEREAS, ASG had made a request for the license to (1) use of the Complex; and (2) to sell certain concessions.

WHEREAS, the County and other Parties are open to such requests in order to enrich its citizens and its community as a whole.

Now, therefore, for and in consideration of the mutual covenants contained in this agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Effective Date, Duration, Possession. The initial term of the Agreement shall be for one year, effective April 1, 2022 (the "Effective Date"), and shall automatically renew each year on April 1st (the "Renewal Date") unless this Agreement is terminated by any party at least ninety (90) days prior to the upcoming Renewal Date. Also, either party may terminate this Agreement by giving the other party at least 90 days written notice, provided said ninety day period does not commence within the 90 days prior to the renewal date.
2. License Fee. The license fee shall be as follows:
 - a. ASG shall pay \$8,000.00 annually which shall be paid to HCSA in two installments, with the first installment of \$4,000.00 being due upon execution of this Agreement, and the 2nd installment of \$4,000.00 due June 15th, 2022. ASG will be invoiced on or before the first day of the month prior to the time the installment is due.
 - b. In addition to the fees due HCSA, ~~\$500.00~~ \$750.00 per game shall be paid to ASU for use of the locker rooms, press box and scoreboard. This fee shall include the cost of post game cleaning performed by ASUF staff/personnel.
 - c. Watauga County shall be entitled to a fee of ~~\$400.00~~ \$550.00 per game for the use of the Complex.
3. Occupancy and Use. ASG shall have the right to use the Complex for soccer training and events. The Complex fields that are designated by the County for ASG's use shall be exclusive to ASG, provided they are properly reserved pursuant to a schedule pre-approved by the County. This will include an adjoining field on which ASG may use for a small soccer field as an interactive area for kids.
4. Utilities/Water. All utilities attributable to its use of the property are included in the License Fee. ASG shall be responsible trash removal in the bleachers/spectator areas, on the field and in the parking lot after every home game and dispose of it in garbage cans or a garbage bin to be designated by the County.
5. Maintenance and Responsibilities. ASG shall be responsible for all costs associated with the upkeep and maintenance that is not covered and/or contemplated in the license fee. ASG shall also be responsible for any damage beyond normal wear and tear that is attributable to its use of the Complex.

6. Concessions.
 - a. All beverages will be sold exclusively by HCSA in concessions. HCSA will open and manage the concessions booth and receive 100% of sales. Products sold in concessions will be limited to candy, chips and beverages.
 - b. Food trucks will be permitted at designated areas of the Complex. Food trucks will not be permitted to sell beverages.
 - c. ASG shall have concession rights during its use of the Complex, either directly or through concessionaires selected by ASG. Concessions shall be limited to food, wares and merchandise associated with ASG.
7. Permits. ASG shall be solely responsible for securing any and all permits required by governmental agencies and other associations that have jurisdiction over ASG's use of the Complex, and shall comply with all regulations and laws that are associated with its operation.
8. Parking and other Facilities. ASG shall be entitled to non exclusive use of the parking lot and other facilities for the duration of the time for which ASG has reserved the Complex.
9. Security/Staffing. ASG shall be responsible for all security and staff required to safely engage in its operation and activities that is not covered and/or contemplated in the license fee. These responsibilities shall be itemized and agreed to between the parties. It is understood that ASG may rely on its staff for security and may, but will not be required to, hire an off duty police officer for security. However, ASG will provide schedules to both the Boone police and Watauga Medics to make them aware of any ASG events taking place at the Complex.
10. Coordination with ASUF, HCSA and County Joint Venture Agreement. All terms must be consistent with the Joint Venture Agreement, as amended (the "Joint Venture Agreement"), a copy of which is attached hereto and coordinated and approved by the standing committee formed pursuant to said Joint Venture Agreement. The license shall not interfere with the County's other contractual obligations relating to its Joint Venture Agreement and any conflict between the terms of this MOU and the Joint Venture Agreement shall be resolved with the terms of the Joint Venture Agreement controlling.

11. General Terms

- a. Indemnity and Insurance. ASG agrees to and hereby does indemnify and save the County harmless against all claims for damages to persons or property by reason of ASG's use or occupancy of the Complex, and all expenses incurred by the County thereof, including attorney's fees and court costs. Supplementing the foregoing and in addition thereto, ASG shall during the term of this Agreement and any extension or renewal thereof, and at ASG's expense, maintain in full force and effect comprehensive general liability insurance with limits of \$1,000,000.00 per person and \$1,000,000.00 per accident, and property damage limits of \$1,000,000.00, which insurance shall contain a special endorsement recognizing and insuring any liability accruing to ASG under the first sentence of this paragraph, and naming the County as additional insured. ASG shall provide evidence of such insurance to the County prior to the commencement of the term of this Agreement. ASG hereby releases and relieves the County, and waives any right of recovery, for loss or damage arising out of or incident to the perils insured against which perils occur in, on or about the Premises, whether due to the negligence of the County or ASG or their agents, employees, contractors and/or invitees, to the extent that such loss or damage is within the policy limits of said comprehensive general liability insurance. ASG shall, upon obtaining the policies of insurance required, give notice to the insurance carrier or carriers that the foregoing waiver of subrogation is contained in this Agreement.
- b. Destruction or Damage to the Complex. If the Premises are totally destroyed by storm, fire, lightning, earthquake or other casualty, this license shall terminate as of the date of such destruction and license payments shall be accounted for as between the County and ASG as of that date. If the premises are damaged but not wholly destroyed by any such casualties, license shall abate in such proportion as effective use of the Complex has been affected and the County shall restore the Premises to substantially the same condition as before damage as speedily as is practicable, whereupon license shall recommence.
- c. Assignment of Rights. The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.
- d. Waiver of Rights. No failure of The County to exercise any power given The County hereunder or to insist upon strict compliance by ASG of its obligations hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of The County's right to demand exact compliance with the terms hereof

- e. Mortgagee's Rights. ASG's rights shall be subject to any bona fide mortgage, deed of trust or other security interest which is now or may hereafter be placed upon the Premises by the County. ASG shall, if requested by the County, execute a separate agreement reflecting such subordination, and shall be obligated to execute such documentation as may facilitate The County's sale or refinancing of the Premises, including, but not limited to estoppel certificates, subordination or attornment agreements.
- f. Quiet Enjoyment. So long as ASG observes and performs the covenants and agreements contained herein, it shall at all times during the term of this License Agreement peacefully and quietly have and enjoy possession of the Premises, but always subject to the terms hereof.
- g. No Waiver of Rights. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
- h. Abandonment. ASG shall not abandon the Premises at any time during the term of this Agreement. If ASG shall abandon the premises or be dispossessed by process of law Premises, this Agreement shall terminate upon the County giving ASG written notice.
- i. Notices. All notices required or permitted under this Lease shall be in writing and shall be personally delivered or sent by U.S. certified mail, return receipt requested, postage prepaid. Notices to ASG shall be delivered or sent to the address shown at the beginning of this Lease, except that upon ASG taking possession of the Premises, then the Premises shall be ASG's address for such purposes. Notices to The County shall be delivered or sent to the address shown at the beginning of this License Agreement.

All notices shall be effective upon delivery. Any party may change its notice address upon written notice to the other parties, given as provided herein.

- J. Entire Agreement. This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein shall be of any force or effect.
- k. Modifications. This Agreement may not be modified except by a writing signed by all the parties hereto.
- l. Authorized Execution. Each individual executing this Agreement as director, officer, partner, member, or agent of a corporation, limited liability company,

or partnership represents and warrants that he or she is duly authorized to execute and deliver this License Agreement on behalf of such corporation, limited liability company, or partnership.

m. Successors and Assigns.

n. Jurisdiction. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of North Carolina, and Watauga County shall be the chosen venue for any legal proceedings.

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

12. Special Terms.

a. No discounts or sponsorship will be offered after the initial Seasons. Rental rates will be firm and paid in cash when due.

Witness our signatures this the ____ day of _____, 2023.

WATAUGA COUNTY

By: _____
Name: _____
Title: _____

APPALACHIAN SOCCER GROUP, LLC

By: _____
Name: _____
Title: _____

HIGH COUNTRY SOCCER ASSOCIATION, INC.

By: _____
Name: _____
Title: _____

APPALACHIAN STATE UNIVERSITY FOUNDATION, INC.

By: _____
Name: _____
Title: _____

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AGENDA ITEM 13:**MISCELLANEOUS ADMINISTRATIVE MATTERS*****B. Proposed Opioid Settlement*****MANAGER'S COMMENTS:**

As part of the additional opioid settlement funds the County will need to approve the attached resolution. The resolution authorizes the County Manager or County Attorney to execute all documents necessary to enter into opioid settlement agreements. In addition, the Board will need to adopt the Supplemental Agreement for Additional Funds (SAAF). The agreement allows additional funds from further settlements of opioid litigation to the State of North Carolina and local governments to be directed in a manner consistent with the Memorandum of Agreement between the State of the North Carolina and local governments on proceeds relating to the settlement of opioid litigation.

Board action is required to approve the resolution as presented and the SAAF supplemental agreement.

JOSH STEIN
ATTORNEY GENERAL



February 14, 2023

Dear County Commissioners, Managers, and Attorneys:

I am writing with an important update in our collective fight to address the opioid epidemic and save lives – and a request for you to take action to secure additional opioid settlement funds for your county.

As you know, I helped negotiate the \$26 billion national opioid settlements with the “big three” drug distributors plus Johnson & Johnson (“Wave One Settlements”). These funds began flowing to your county in 2022.

We recently negotiated \$21 billion in new settlements with CVS, Walgreens, Walmart, Allergan and Teva (“Wave Two Settlements”). These Wave Two Settlements have the potential to bring significantly greater resources to your county to address the opioid epidemic. North Carolina’s state and local governments stand to receive more than \$600 million from the Wave Two Settlements – in addition to the more than \$750 million we are already receiving from the Wave One Settlements.

In traveling across North Carolina in recent months, I have learned firsthand about the many innovative programs to address the opioid crisis that counties and municipalities are funding with money from the Wave One Settlements. I am excited about the many new or expanded programs that can be funded with additional resources from the Wave Two Settlements.

As with the Wave One Settlements, **North Carolina will receive its full share of payments from the Wave Two Settlements only if all eligible governments, including your county, sign onto each settlement.** And the defendants will agree to finalize the Wave Two Settlements only if the vast majority of local governments across the nation sign onto them.

In the coming days, your county manager or attorney (or other senior staff your county identified in the course of approving the Wave One Settlements) will receive an email from the national administrator, Rubris. The email from Rubris will invite your county to sign onto each of the five new Wave Two Settlements as well as a supplement to the North Carolina Memorandum of Agreement (“MOA”) on the allocation, use, and reporting of funds from the Wave One settlements.

This supplement to the MOA is called the “Supplemental Agreement for Additional Funds from Additional Settlements of Opioid Litigation” or “SAAF” for short. It provides that the bulk of North Carolina’s money from the Wave Two Settlements will go to counties and municipalities to address the opioid crisis. The SAAF extends the basic terms of the MOA governing the Wave One Settlements to the Wave Two Settlements. Like the MOA, the SAAF has the support of my office, the North Carolina Association of County Commissioners (NCACC), and the North Carolina League of Municipalities (NCLM).

April 18, 2023 is the deadline to sign onto the Wave Two Settlements and the SAAF. To assist you in meeting this deadline, NCACC has created a draft resolution template that your county board may adopt to authorize signing onto the Wave Two Settlements and the SAAF. The draft resolution template is available [HERE](#) on NCACC’s Opioid Settlement Assistance website; and a link to the template is also available [HERE](#) on the “Wave Two Settlements” page of DOJ’s www.MorePowerfulNC.org website. I encourage your county board to adopt its authorizing resolution as soon as possible so that North Carolina can help build national momentum in support of the Wave Two Settlements.

I’m proud that the strong partnership between the state and local governments in North Carolina produced 100% local government participation in the Wave One Settlements. This enabled the state and the participating local governments to receive 100% of our collective share of the national settlement funds.

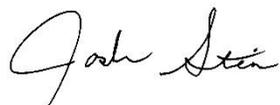
We are hoping to achieve the same unanimous approval of the Wave Two Settlements. Assuming this high level of participation by local governments across North Carolina and the country, which we expect, your county should start receiving money from the Wave Two Settlements during the second half of 2023. These funds will be in addition to the money you are already projected to receive from the Wave One Settlements. The maximum amount your county is projected to receive from the Wave Two Settlements (along with a reminder of the amount your county is projected to receive from Wave One Settlements) is available [HERE](#) on the “Wave Two Settlements” page of DOJ’s www.MorePowerfulNC.org website.

For more information, I encourage you to visit the “Opioid Settlements” section of DOJ’s www.MorePowerfulNC.org website. You will find additional tools, resources, and information about the opioid settlements on the Community Opioid Resources Engine for North Carolina (CORE-NC) (<https://ncopioidsettlement.org/>).

If your county has filed a lawsuit against opioid manufacturers or pharmacies, information about the Wave Two Settlements has also been provided to your outside counsel, with whom we encourage you to consult. If you have questions for my team about the Wave Two Settlements or SAAF, please do not hesitate to email us at opioidsettlement@ncdoj.gov.

Thank you for your consideration and partnership in this ongoing effort to save lives and improve the health and well-being of North Carolina residents impacted by the opioid crisis.

Sincerely,



Josh Stein

STATE OF NORTH CAROLINA

DRAFT

COUNTY OF WATAUGA

RESOLUTION BY THE COUNTY OF WATAUGA AUTHORIZING EXECUTION OF OPIOID SETTLEMENTS AND APPROVING THE SUPPLEMENTAL AGREEMENT FOR ADDITIONAL FUNDS BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

WHEREAS, the opioid overdose epidemic had taken the lives of more than 32,000 North Carolinians (2000-2021);

WHEREAS, the COVID-19 pandemic has compounded the opioid overdose crisis, increasing levels of drug misuse, addiction, and overdose death; and

WHEREAS, the Centers for Disease Control and Prevention estimates the total economic burden of prescription opioid misuse alone in the United States is \$78.5 billion a year, including the costs of healthcare, lost productivity, addiction treatment, and criminal justice involvement; and

WHEREAS, the overdose death rate in Watauga was 19.60 out of 100,000 people in 2020, representing 11 people in Watauga who died from overdose in that year, the overdose emergency department visit rate in Watauga was 39.2 out of 100,000 people in 2020, representing 22 emergency department visits by Watauga residents for overdose in that year, the overdose death illicit drug involvement rate in Watauga was 54.5 out of 100 overdose deaths in 2020, representing 6 people in Watauga who died from illicit drug overdose in that year, and the percent of people prescribed opioids in Watauga was 9.20 out of 100 people in 2020, representing 5,156 people in Watauga with a dispensed opioid prescription in that year; and

WHEREAS, certain counties and municipalities in North Carolina joined with thousands of local governments across the country to file lawsuits against opioid manufacturers, pharmaceutical distribution companies, and chain drug stores to hold those companies accountable for their misconduct; and

WHEREAS, settlements have been reached in litigation against Walmart, Inc., Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Allergan Limited, CVS Health Corporation, CVS Pharmacy, Inc., and Walgreen Co., as well as their subsidiaries, affiliates, officers, and directors named in these Settlements; and

WHEREAS, representatives of local North Carolina governments, the North Carolina Association of County Commissioners, and the North Carolina Department of Justice have negotiated and prepared a Supplemental Agreement for Additional Funds (SAAF) to provide for the equitable distribution of the proceeds of these settlements; and

WHEREAS, by joining the settlements and approving the SAAF, the state and local governments maximize North Carolina’s share of opioid settlement funds to ensure the needed resources reach communities, as quickly, effectively, and directly as possible; and

WHEREAS, it is advantageous to all North Carolinians for local governments, including Watauga County and its residents, to sign onto the settlements and SAAF and demonstrate solidarity in response to the opioid overdose crisis, and to maximize the share of opioid settlement funds received both in the state and this County to help abate the harm; and

WHEREAS, the SAAF directs substantial resources over multiple years to local governments on the front lines of the opioid overdose epidemic while ensuring that these resources are used in an effective way to address the crisis;

NOW, THEREFORE BE IT RESOLVED, that the Board of Commissioners of Watauga County hereby authorizes the County Manager or County Attorney to execute all documents necessary to enter into opioid settlement agreements with Walmart, Walgreens, CVS, Allergan, and Teva, to execute the SAAF, and to provide such documents to Rubris, the Implementation Administrator.

ADOPTED this the _____ day of _____, 2023.

Larry Turnbow, Chairman
Watauga County Board of Commissioners

ATTEST:

SEAL

Anita J. Fogle, Clerk to the Board

Supplemental Agreement for Additional Funds From Additional Settlements of Opioid Litigation

I. PURPOSE

The purpose of this Supplemental Agreement for Additional Funds (“SAAF”) is to direct Additional Funds from Additional Settlements of opioid litigation to the state of North Carolina and local governments in a manner consistent with the Memorandum of Agreement (“MOA”) Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation that has governed the distribution of Opioid Settlement Funds to the State and its Local Governments since May 2022.

This SAAF does not change the scope or meaning of the MOA with respect to Opioid Settlement Funds governed by the MOA. Instead, this SAAF applies the terms of the MOA – with certain clarifications noted below – to the Additional Settlements and Additional Funds described below.

II. SCOPE

- A. Scope of the MOA. Under the terms of the MOA, the MOA governs Opioid Settlement Funds from:
1. The National Settlement Agreement with the drug distributors Cardinal, McKesson, and AmerisourceBergen and the drug maker Johnson & Johnson and its subsidiary Janssen Pharmaceuticals; and
 2. The Bankruptcy Resolution with Mallinckrodt; any Bankruptcy Resolution with Purdue; and any other Bankruptcy Resolution as the term “Bankruptcy Resolution” is defined in the MOA.
- B. Scope of this SAAF. This SAAF governs Additional Funds from the Additional Settlements with Additional Settling Defendants Walmart, Inc., Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Allergan Limited, CVS Health Corporation, CVS Pharmacy, Inc., and Walgreen Co., as well as their subsidiaries, affiliates, officers, and directors named in the Additional Settlements.

III. APPLICATION OF THE MOA TO ADDITIONAL SETTLEMENTS AND FUNDS

The MOA, which is incorporated herein by reference, governs Additional Settlements and Additional Funds in every respect, except as set forth hereinbelow. In the event of any conflict between the MOA and this SAAF, with respect to Additional Settlements and Additional Funds, the provisions of this SAAF shall take precedence.

A. Definitions.

1. The definitions used in the MOA are incorporated by reference into this SAAF.
2. “Additional Funds” shall mean all funds allocated by the Additional Settlements to the State or Local Governments for purposes of opioid remediation activities, as well as any repayment of those funds and any interest or investment earnings that may accrue as those funds are temporarily held before being expended on opioid remediation strategies. Not included are funds made available in Additional Settlements for the payment of the Parties’ litigation expenses or the reimbursement of the United States Government.
3. “Additional Settlements” means a national opioid settlement agreement with the Parties and one or more of the Additional Settling Defendants concerning alleged misconduct in manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic.
4. “Additional Settling Defendants” means the defendants listed in section II.B of this SAAF.
5. “Local Counsel” means legal counsel and law firms who have a principal office in North Carolina and represented one or more North Carolina counties and municipalities in litigation against one or more Additional Settling Defendant concerning opioids.
6. “National Counsel” means legal counsel and law firms who have a principal office outside of North Carolina and represented various North Carolina counties and municipalities in litigation against one or more Settling Defendant or Additional Settling Defendant concerning opioids.
7. “Required Local Governments” means all North Carolina counties and municipalities that have filed litigation against any of the Settling Defendants or Additional Settling Defendants.

B. Allocation of Additional Funds

1. Method of distribution. Pursuant to any Additional Settlements, Additional Funds shall be distributed directly to the State, Local Governments, and Local Counsel for such uses as set forth in the MOA and this SAAF, provided Opioid Settlement Funds shall not be considered funds of the State, any Local Governments, or any Local Counsel unless and until such time as each distribution is made.
2. Overall allocation of funds. Additional Funds shall be allocated as follows with respect to each payment from the Additional Settling Defendants: (i) 15% directly to the State (“State Additional Abatement Fund”), (ii) 84.62% to abatement funds established by Local Governments (“Local Additional Abatement Funds”), and (iii) 0.38% to a Local Counsel Fee Fund described in section IV of this SAAF.
3. The allocation of Local Additional Abatement Funds between Local Governments shall be as described in MOA section B.3. However, to the extent required by the terms of an Additional Settlement, the proportions set forth in MOA Exhibit G shall be adjusted: (i) to provide no payment from an Additional Settlement to any listed county or municipality that does not participate in the Additional Settlement; and (ii) to provide a reduced payment from an Additional Settlement to any listed county or municipality that signs onto the Additional Settlement after the deadline specified by the Additional Settlement.
4. Municipal allocations of Local Additional Abatement Funds shall be as described in MOA section B.4. Consistent with the manner in which MOA section B.4.b has been interpreted by the parties to the MOA with respect to Opioid Settlement Funds, a municipality that directs Local Additional Abatement Funds to the county or counties in which it is located pursuant to MOA section B.4 shall be relieved of any reporting or other obligations under the MOA with respect to the redirected funds.
5. The use of Additional Funds for opioid remediation activities shall be as described in MOA section B.5.
6. All Parties acknowledge and agree the Additional Settlements will require a Local Government to release all its claims against the Additional Settling Defendants to receive Additional Funds. All Parties further acknowledge and agree based on the terms of the Additional Settlements, a Local Government may receive funds through this SAAF only after complying with all requirements set forth in the Additional Agreements to release its claims.

C. Payment of Litigating and Non-Litigating Parties

No party engaged in litigating the MDL Matter shall receive a smaller payment than a similarly situated non-litigating Party, other than as based on the Allocation Proportions in MOA Exhibit G.

D. Special Revenue Fund

Every Local Government receiving Additional Funds shall either (1) deposit the Additional Funds in the special revenue fund that the Local Government created for Opioid Settlement Funds pursuant to MOA section D.1 or (2) create a separate special revenue fund as described in MOA section D.1 that is designated for the receipt and expenditure of the Additional Funds. In either case, every Local Government receiving Additional Funds shall abide by MOA section D and other relevant provisions of the MOA with respect to the Additional Funds in the special revenue fund.

E. Opioid Remediation Activities

1. Local Governments shall expend Additional Funds according to the requirements for Opioid Settlement Funds stated in MOA section E.
2. The coordination group established by MOA section E.7 and described in MOA Exhibit D shall have the same responsibilities with respect to remediation activities funded by Additional Funds and related requirements and procedures that it has with respect to the Opioid Settlement Funds covered by the MOA.

F. Auditing, Compliance, Reporting, and Accountability

1. The Auditing, Compliance, Reporting, and Accountability provisions stated in MOA section F shall apply to Additional Funds in the way they apply to Opioid Settlement Funds.
2. The coordination group established by MOA section E.7 and described in MOA Exhibit D shall have the same responsibilities with respect to auditing, compliance, reporting, and accountability provisions relating to Additional Funds that it has with respect to the Opioid Settlement Funds covered by the MOA.

G. Effectiveness

1. When this SAAF takes effect. This SAAF shall become effective at the time a sufficient number of Local Governments have joined the SAAF to qualify the SAAF as a State-Subdivision Agreement under the Additional Settlements. If this SAAF does not thereby qualify as a State-Subdivision Agreement, this SAAF will have no effect.
2. Amendments to the SAAF.
 - a. Amendments to conform to final national documents. The Attorney General, with the consent of a majority vote from a group of Local Government attorneys appointed by the Association of County Commissioners, may initiate a process to amend this SAAF to make any changes required by the final provisions of the Additional Settlements. The Attorney General's Office will provide written notice of the necessary amendments to all the previously joining parties. Any previously joining party will have a two-week opportunity to withdraw from the SAAF. The amendments will be effective to any party that does not withdraw.
 - b. Coordination group. The coordination group may make the changes to the SAAF described and authorized in MOA Exhibit D.
 - c. No amendments to allocation between Local Governments. Notwithstanding any other provision of this SAAF, the allocation proportions set forth in MOA Exhibit G may not be amended.
 - d. General amendment power. After execution, the coordination group may propose other amendments to the SAAF, subject to the limitation in Section G.2.c of this SAAF. Such amendments will take effect only if approved in writing by the Attorney General and at least two-thirds of the Local Governments who are Parties to this SAAF. In the vote, each Local Government Party will have a number of votes measured by the allocation proportions set forth in MOA Exhibit G.
3. Acknowledgement. The Parties acknowledge this SAAF is an effective and fair way to address the needs arising from the public health crisis due to the misconduct committed by the Pharmaceutical Supply Chain Participants.

4. When SAAF is no longer in effect. This SAAF is effective until one year after the last date on which any (a) Opioid Settlement Funds are being spent by Local Governments pursuant to the National Settlement Agreement and any Bankruptcy Resolution or (b) Additional Funds are being spent by Local Governments pursuant to the Additional Settlements.
5. Application of SAAF to settlements. This SAAF applies to the Additional Settlements.
6. Applicable law and venue. Unless required otherwise by the Additional Settlements, this MOA shall be interpreted using North Carolina law and any action related to the provisions of this SAAF must be adjudicated by the Superior Court of Wake County. If any provision of this SAAF is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision which can be given effect without the invalid provision.
7. Scope of this SAAF. The Parties acknowledge this SAAF does not excuse any requirements placed upon them by the terms of the Additional Settlements, except to the extent those terms allow for a State-Subdivision Agreement to do so.
8. No third party beneficiaries. No person or entity is intended to be a third party beneficiary of this SAAF.
9. No effect on authority of parties. Nothing in this SAAF shall be construed to affect or constrain the authority of the Parties under law.
10. Signing and execution of this SAAF. This SAAF may be signed and executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. A signature transmitted by facsimile, electronic image, or DocuSign shall be deemed an original signature for purposes of executing this SAAF. Each person signing this SAAF represents he or she is fully authorized to enter into the terms and conditions of, and to execute, this SAAF, and all necessary approvals and conditions precedent to execution have been satisfied.

IV. LOCAL COUNSEL FEE FUND

Local Counsel have reviewed the Additional Settlements, find them to be equitable, and recommend their clients execute these Additional Settlements and this SAAF. If (1) all Local Counsel sign this SAAF whereby they consent to the terms of this SAAF and agree to be legally bound by this SAAF, including but not limited to Section IV of this SAAF, and (2) all Required Local Governments agree on or before April 18, 2023 to dismiss all litigation against the Additional Settling Defendants as required by the Additional Settlements, then each Local Counsel shall be entitled to receive a portion of the Local Counsel Fee Fund for the Additional Settlements, in such proportions as set forth below. If one or more Required Local Governments does not dismiss litigation as required by the Additional Settlements, then the 0.38% share of Additional Funds set forth in Section III.B.2 of this SAAF for the Local Counsel Fee Fund shall be included in the Local Additional Abatement Funds, such that 85% of the Additional Funds will be allocated to Local Additional Abatement Funds, and 0% will be allocated to the Local Counsel Fee Fund.

Local Counsel release all North Carolina counties and municipalities from any claim regarding the obligation to pay legal fees or costs relating to their representation of North Carolina counties and municipalities regarding opioid claims and litigation against the Settling Defendants and Additional Settling Defendants. Local Counsel retain their rights to recover legal fees from any national legal fee fund established by a national settlement and to collect any fees due from National Counsel. If one or more National Counsel fails to release its North Carolina client counties and/or municipalities from any contractual obligation to pay legal fees or costs relating to their representation of North Carolina counties and municipalities regarding opioid claims and litigation against the Settling Defendants and Additional Settling Defendants, as required for National Counsel and Local Counsel to receive a portion of the national fee funds created by the National Settlement Agreements and Additional Settlement, then the 0.38% share of Additional Funds set forth in Section III.B.2 of this SAAF for the Local Counsel Fee Fund shall be included in the Local Additional Abatement Funds, such that 85% of the Additional Funds will be allocated to Local Additional Abatement Funds, and 0% will be allocated to the Local Counsel Fee Fund.

As soon as practicable, but in any event no later than May 1, 2023, Local Counsel shall report to the settlement administrator the proportion of the Local Counsel Fee Fund to be received by each Local Counsel. No funds shall be paid out of the Local Counsel Fee Fund until such report is received. Each Local Counsel's release of claims against all North Carolina counties and municipalities as provided above shall remain in full force and effect regardless of the proportion of the Local Counsel Fee Fund that any Local Counsel receives.

IN WITNESS WHEREOF, the parties, through their duly authorized officers, have executed this Supplemental Agreement for Additional Funds under seal as of the date hereof.

By: _____

Name: _____

Title: _____

County/City/Town of _____

Date: _____

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AGENDA ITEM 13:

MISCELLANEOUS ADMINISTRATIVE MATTERS

C. Announcements

MANAGER’S COMMENTS:

Congratulations to the Project on Aging! After a recent SCOPE site visit, the Lois E. Harrill Senior Center was recertified as a “Center of Excellence!”

AGENDA ITEM 14:

PUBLIC COMMENT

AGENDA ITEM 15:

BREAK

AGENDA ITEM 16:

CLOSED SESSION

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