

## Public Service Announcement

In order to maintain the safety of County residents, the Watauga County Board of Commissioners Meeting scheduled for 5:30 P.M. on Tuesday, March 16, 2021, will be conducted electronically. The Board Packet, including the agenda, is available on the County's website at:

[http://www.wataugacounty.org/App\\_Pages/Dept/BOC/boardpacket.aspx](http://www.wataugacounty.org/App_Pages/Dept/BOC/boardpacket.aspx)

**The public may access this meeting by**

**Calling: +1 929 205 6099 and entering the following:**

**Meeting ID: 848 9002 3190**

**Password: 12345**

**OR**

**Clicking the following link:**

<https://us02web.zoom.us/j/84890023190?pwd=cytMd0hmdWFDWnVXOVFBFRnRMb2djQT09>

The County is making every effort to ensure that the public is able to, not only listen to the meeting, but also to participate in the public comment portion. You may submit public comments by email to: [public.comments@watgov.org](mailto:public.comments@watgov.org) or by mail to:

Clerk to the Board of Commissioners  
814 West King Street, Suite 205  
Boone, NC 28607

Public comments received by 5:00 P.M. on Monday, March 15, 2021, will be available to view by the time of the meeting (March 16, 2021, at 5:30 P.M.) on the County's website at: [http://www.wataugacounty.org/App\\_Pages/Dept/BOC/boardpacket.aspx](http://www.wataugacounty.org/App_Pages/Dept/BOC/boardpacket.aspx)

A recording of this meeting will be available by 5:00 P.M. on Wednesday, March 17, 2021, on the County's website at:

[http://www.wataugacounty.org/App\\_Pages/Dept/BOC/boardpacket.aspx](http://www.wataugacounty.org/App_Pages/Dept/BOC/boardpacket.aspx)

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

**TUESDAY, MARCH 16, 2021  
5:30 P.M.**

**ELECTRONIC MEETING ORIGINATING FROM THE  
WATAUGA COUNTY COMMUNITY RECREATION CENTER  
COMMUNITY ROOM**

TIME	#	TOPIC	PRESENTER	PAGE
5:30	1	CALL REGULAR MEETING TO ORDER		
	2	APPROVAL OF MINUTES: March 2, 2021, Regular Meeting March 2, 2021, Closed Session		1
	3	APPROVAL OF THE MARCH 16, 2021, AGENDA		11
5:35	4	MESSAGE FROM THE BOARD	CHAIRMAN WELCH	13
5:40	5	CORONAVIRUS (COVID-19) COMMUNITY UPDATE	MS. JENNIFER GREENE	15
5:45	6	SHERIFF'S OFFICE RADIO PURCHASE REQUEST	MAJOR KELLY REDMON	17
5:50	7	BIDS FOR SECTION 4 OF THE MIDDLE FORK GREENWAY	MR. JOE FURMAN	21
5:55	8	REQUEST FOR ACCEPTANCE OF THE FY 2021 MEDICARE IMPROVEMENTS FOR PATIENTS AND PROVIDERS ACT (MIPPA) GRANT/CONTRACT FROM THE SENIORS' HEALTH INSURANCE INFORMATION PROGRAM (SHIIP)	MS. ANGIE BOITNOTTE	25
6:00	9	PROPOSED EAST ANNEX HVAC BID AWARD REQUEST	MR. ROBERT MARSH	43
6:05	10	TAX MATTERS A. Monthly Collections Report B. Refunds and Releases C. Tax Lien Report	MR. LARRY WARREN	47 49 59
6:10	11	SANITATION MATTERS A. COMPACTOR SERVICE AGREEMENT B. REQUEST TO ACCEPT FUNDS AWARDED FROM 2020 BACKYARD COMPOSTING GRANT	MR. REX BUCK MR. COLE KIZIAH	61 67
6:20	12	EMERGENCY SERVICES MATTERS A. Proposed 911 Phone Maintenance Contract Renewal B. Proposed Radio Systems Maintenance Contract Renewals	MR. WILL HOLT	89 93
6:25	13	MISCELLANEOUS ADMINISTRATIVE MATTERS A. Proposed Proclamation Designating the Month of April as "North Carolina 811 Safe Digging Month" B. North Carolina Association of County Commissioners (NCACC) Legislative Goals C. Announcements	MR. DERON GEOUQUE	111 113 119
6:30	14	PUBLIC COMMENT	WRITTEN SUBMISSION	126

TIME	#	TOPIC	PRESENTER	PAGE
6:35	15	BREAK		126
6:40	16	CLOSED SESSION Attorney/Client Matters – G. S. 143-318.11(a)(3)		126
6:45	17	ADJOURN		

**AGENDA ITEM 2:**

**APPROVAL OF MINUTES:**

March 2, 2021, Regular Meeting

March 2, 2021, Closed Session

**DRAFT****MINUTES****WATAUGA COUNTY BOARD OF COMMISSIONERS  
TUESDAY, MARCH 2, 2021**

The Watauga County Board of Commissioners held a regular meeting, as scheduled, on Tuesday, March 2, 2021, at 5:30 P.M. remotely with the meeting originating in the Community Room located in the Watauga County Community Recreation Center, Boone, North Carolina.

Chairman Welch called the remote electronic meeting to order at 5:38 P.M. The following were present:

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

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

**APPROVAL OF MINUTES**

Chairman Welch called for additions and/or corrections to the February 16, 2021, regular meeting and closed session minutes.

Vice-Chairman Kennedy, seconded by Commissioner Pertalion, moved to approve the February 16, 2021, regular meeting minutes as presented.

VOTE: Aye-5  
 Nay-0

Vice-Chairman Kennedy, seconded by Commissioner Pertalion, moved to approve the February 16, 2021, closed session minutes as presented.

VOTE: Aye-5  
 Nay-0

**APPROVAL OF AGENDA**

Chairman Welch called for additions and/or corrections to the March 2, 2021, agenda.

Commissioner Wallin, seconded by Commissioner Turnbow, moved to approve the March 2, 2021, agenda as presented.

VOTE: Aye-5  
Nay-0

### **CORONAVIRUS (COVID-19) COMMUNITY UPDATE**

Ms. Jennifer Greene, AppHealthCare Director, provided an update on the Coronavirus (COVID-19). The report was for information only and, therefore, no action was required.

### **COOPERATIVE EXTENSION MATTERS**

#### ***A. Update on the High Country Kill/Chill Facility***

Mr. Jim Hamilton, Cooperative Extension Director, stated that the proposal for the Golden Leaf Northwest Sector Community Based Grant Initiative program to create and construct new facilities for livestock slaughter and processing (currently referred to as the kill/chill facility) in Watauga County was submitted on February 11, 2021, in the amount of \$1.46 million. Since the submittal, Mr. Hamilton stated that he had met with the County Manager and Mr. Rex Buck, Operation Services Director, to discuss the potential project further. The report was for information only and, therefore, no action was required.

#### ***B. Request to Submit Tobacco Trust Fund Grant Proposal***

Mr. Hamilton requested the County apply to the Tobacco Trust Fund grant program for \$220,236 for funding to equip the proposed kill/chill facility with adequate coolers/chillers and other processing equipment for the facility which would be needed to provide for the most efficient slaughter and packing needed for operation.

Commissioner Turnbow, seconded by Vice-Chairman Kennedy, moved to grant authorization to apply to the Tobacco Trust Fund in the amount of \$220,236.

VOTE: Aye-5  
Nay-0

Mr. Hamilton stated that, on Friday, February 26, 2021, another proposal was submitted to the USDA Rural Business Development Grant Program for North Carolina for an additional \$150,000 to supplement the Golden Leaf and Tobacco Trust Fund funding proposals for additional equipment needs to enhance automation and efficiency at the proposed kill/chill facility. The County would serve as the fiscal agent. No match was required.

Commissioner Turnbow, seconded by Commissioner Wallin, moved to grant authorization to apply to the USDA Rural Business Development Grant Program for North Carolina in the amount of \$150,000.

VOTE: Aye-5  
Nay-0

In the event the County was not awarded the Golden Leaf grant, the request to the Tobacco Trust Fund (TTF) and USDA Rural Business Development Grant Program would be withdrawn.

### **SOIL AND WATER CONSERVATION FUNDING ACCEPTANCE AGREEMENT**

Ms. Michelle Kasey with Watauga Soil and Water Conservation District presented the 2021-2023 technical assistance grant which funds a portion of the Soil and Water Conservation Tech position. The grant was in the amount of \$28,487 and was budgeted in the Fiscal Year 2021-2022 budget.

Vice-Chairman Kennedy, seconded by Commissioner Peralion, moved to accept the grant as presented.

VOTE: Aye-5  
Nay-0

### **MAINTENANCE MATTERS**

#### ***A. Bid Award Request for Health Department Chiller Replacement***

Mr. Robert Marsh, Maintenance Director, stated that, in July of 2020, staff requested the Board approve a bid for a rebuilt compressor from Hoffman Mechanical Solutions, Greensboro, NC, in the amount of \$16,586.42 for the Health Department building. The entire chiller unit for that building was scheduled for replacement in the FY 2024-2025 budget due to age and the phasing out of R22 refrigerant units.

At that time, the Board tabled the decision in consideration of replacing the entire chiller unit. Staff engaged Holston Engineering to review the existing mechanical system and to prepare bid documents for a chiller that matched the existing mechanical system. Holston completed the bid documents in January 2021, and staff immediately began the bid process.

Holston Engineering reviewed a bid submittal from Jeff Hargett Mechanical and confirmed their equipment was compliant with all bid specifications. \$15,000 was currently budgeted in the General Fund with the remaining \$54,000 to be appropriated from the Maintenance Facilities Capital Improvement Fund.

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to award the bid in the amount of \$69,000 to Jeff Hargett Mechanical for the replacement of the Health Department chiller and the appropriation of \$54,000 from the Maintenance Facilities Capital Improvement Fund.

VOTE: Aye-5  
Nay-0

***B. Bid Award Request for Sealing/Striping Parking Lots***

Mr. Robert Marsh presented the following bids for the asphalt sealing and striping of County lots:

<b>Bidder</b>	<b>Option 1</b>	<b>Option 2</b>
Ram Pavement Charlotte, NC	\$39,710 (2 coat spray)	\$50,120 (1 coat squeegee & 1 coat spray)
Cactx Surfaces Winston-Salem, NC	\$34,751	
Carolina Pavement Technology Cary, NC	\$23,670 (2 coat spray)	\$30,126 (1 coat squeegee & 1 coat spray)

Of the three bids received, Carolina Pavement Technology was the lowest responsive bidder for Option 2 in the amount of \$30,126. Carolina Pavement Technology satisfactorily completed previous County projects. Adequate funds were available in the Fiscal Year 2020-2021 budget.

Vice-Chairman Kennedy, seconded by Commissioner Wallin, moved to award the bid to Carolina Pavement Technology in the amount of \$30,126 for asphalt sealing and striping.

VOTE: Aye-5  
Nay-0

***C. Proposed Sports Complex Lighting Change Order # 1***

Mr. Robert Marsh stated that Tommy Lawrence Electric was recently approved to provide sports lighting for the tennis, basketball, and pickleball courts at the new Community Recreation Center (CRC). Upon additional consideration and due to switching equipment, staff requested a quote for upgrading to LED lighting. The additional cost for LED lights was \$36,100. The return on investment (ROI) for the upgrade was approximately ten years with a ten-year warranty. Adequate funds were available to cover the increase.

Commissioner Peralion, seconded by Vice-Chairman Kennedy, moved to approve Change Order # 1 for the upgrade to LED lights for the outdoor facilities at the new Community Recreation Center which increased the project amount by \$36,100.

VOTE: Aye-5  
Nay-0

**PROPOSED APPOINTMENT OF HOME & COMMUNITY CARE BLOCK GRANT (H&CCBG) ADVISORY COMMITTEE AND LEAD AGENCY**

Ms. Angie Boitnotte, Project on Aging Director, stated that each year the Board was required to appoint a lead agency and advisory committee to make recommendations on how to best expend the County's allocation from Home and Community Care Block Grant (H&CCBG) funds. H&CCBG funds were established by the Older American's Act and administered by the North Carolina Division of Aging.

The following were recommended for appointment to the H&CCBG committee: Commissioner Pertalion, Nicole Hiegl, Jennifer Greene, Gail Pinkham, Betsy Richards, Holly Robinson, Jesse Smathers, Pat Coley, Kat Danner, Linda Marcoux, Mary Moretz, Carolyn Owens, and Dr. Ed Rosenberg. Commissioner Pertalion had already been appointed to the Committee at the December 7, 2020, Board of Commissioners meeting.

Commissioner Turnbow, seconded by Vice-Chairman Kennedy, moved to waive the second reading and appoint Nicole Hiegl, Jennifer Greene, Gail Pinkham, Betsy Richards, Holly Robinson, Jesse Smathers, Pat Coley, Kat Danner, Linda Marcoux, Mary Moretz, Carolyn Owens, and Dr. Ed Rosenberg to the Home and Community Care Block Grant Advisory Committee.

VOTE: Aye-5  
Nay-0

Commissioner Wallin, seconded by Commissioner Pertalion, moved to appoint the Watauga County Project on Aging as the Lead Agency for Home and Community Care Block Grant funds.

VOTE: Aye-5  
Nay-0

## **PLANNING AND INSPECTIONS MATTERS**

### ***A. Proposed Community Development Block Grant – COVID-Relief (CDBG-CV) Program Sub-Recipient Contracts***

Mr. Joe Furman, Planning and Inspections Director, stated that the County was recently awarded Community Development Block Grant – COVID-Relief (CDBG-CV) funds. Mr. Furman stated that the High Country Council of Governments administering the CDBG-CV grant; however, one of the conditions required the County to execute agreements with all of the partners in the project which were identified as sub-recipients. These include W.A.M.Y. Community Action, Daymark Recovery Services, Hospitality House, and High Country United Way. Mr. Furman stated that the Project on Aging was also a sub-recipient; however, since it was a County Department, the County should not have to contract with itself.

Vice-Chairman Kennedy, seconded by Commissioner Pertalion, moved to approve the sub-recipient contracts with W.A.M.Y. Community Action, Daymark Recovery Services, Hospitality House, and High Country United Way as presented.

VOTE: Aye-5  
Nay-0

### ***B. Proposed Planning and Development Ordinance***

Mr. Furman stated that, effective January 1, 2021, Article 18 of North Carolina General Statute (NCGS) 153A and Article 19 of NCGS 160A were repealed and combined into NCGS Chapter 160D which was currently in effect. Mr. Furman's staff has worked on updating all of the County's planning and development ordinances to bring them into compliance by the July 1, 2021, deadline.

In the meantime, until the County adopted the updated ordinances, NCGS Chapter 160D would override the County's current ordinances. Mr. Furman stated that staff has worked to create one all-inclusive planning and development ordinance to meet the deadline of July 1, 2021. Mr. Furman also proposed to codify all County Ordinances at a later date.

Mr. Furman stated that the new proposed Planning and Development Ordinance was presented and approved by the Planning Board on February 15, 2021. All proposed amendments within the document were prompted by NCGS Chapter 160D. The proposed amendments were presented by Mr. Furman as follows (with Planning Board action in bold print):

- “Chapter 1, effective date. **To be determined**
- Chapter 5, amount of civil penalties. The statute requires the County to set by ordinance the \$ amount of civil penalties. Currently our ordinances have varying amounts, or no amount at all. Staff proposed to standardize the amount to \$100, which is typical in ordinances elsewhere. An option would be \$50, which is the amount of criminal penalties for misdemeanors in the statutes. **Planning Board approved \$100.**
- Chapter 5, definition of site-specific development plan for vested rights purposes. The County must define what “counts” as such a plan; staff proposed any plan/plat requiring Planning Board or Board of Adjustment approval is such a plan, upon request of the applicant. **Planning Board approved staff recommendation.**
- Chapter 10, Foscoe Grandfather conditional zoning industrial district. Currently the Foscoe Grandfather Zoning Ordinance includes a two-step process for industrial uses. First, a property must be rezoned to industrial (legislative decision ultimately made by the Board of Commissioners). Second, since there is no list of permitted uses in that district, the Board of Adjustment must grant a conditional use permit (quasi-judicial decision). NCGS 160D prohibits this process and replaces it with conditional zoning, which is a legislative decision made by the Board of Commissioners. The proposed ordinance includes that, and also a list of permitted uses. **Planning Board approved staff recommendation.** Related to the above, NCGS 160D eliminates the term conditional use permit, and replaces it with the term special use permit. The proposed ordinance incorporates that throughout.
- Chapter 13, duration of High Impact Land Use permit. It is currently two (2) years, can remain as such, or can revert to NCGS 160D default one (1) year. **Planning Board approved default one (1) year.**
- Chapter 20, appeal of Valle Crucis Historic Preservation Commission decisions. NCGS 160D provides the option of appeal to the Board of Adjustment or directly to Superior Court. The current historic district ordinance provides for appeal to the Board of Adjustment; staff proposed that be changed to Superior Court. The reason for the recommendation is that the appeal is in the nature of certiorari (the appeal board/judge reviews the record only), and the Board of Adjustment is not used to operating that way, whereas the Superior Court is. **Planning Board approved staff recommendation.”**

Chairman Welch stated that the proposed Ordinance was more user friendly and reiterated that the only changes from the County's current ordinances were those mandated by the State.

Mr. Furman requested a public hearing be scheduled for April 6, 2021, which would allow time for proper advertising. The public hearing would allow citizen comment on the proposed Planning and Development Ordinance as presented by Mr. Furman.

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to schedule a public hearing for April 6, 2021, at 5:30 P.M. to allow for citizen comment on the proposed Planning and Development Ordinance as presented by Mr. Furman and approved by the Planning Board.

VOTE: Aye-5  
Nay-0

### **MISCELLANEOUS ADMINISTRATIVE MATTERS**

#### ***A. Proposed Architectural Services Contract with Clark Nexsen for Valle Crucis School Project***

County Manager Geouque stated that Clark Nexsen was recently selected for architectural services for the new Valle Crucis Elementary School. The County Manager presented a proposed contract for consideration with Clark Nexsen as reviewed by staff and the County Attorney. The contract detailed services to be provided by Clark Nexsen. The total fee for architectural services and on-site utilities design and construction administration was \$2,664,000. Funds were budgeted in the Future Valle Crucis School Capital Project Fund.

Commissioner Turnbow, seconded by Commissioner Wallin, moved to accept the contract with Clark Nexsen in the amount of \$2,664,000 for architectural services and on-site utilities design and construction administration with funds to come from the Future Valle Crucis School Capital Project Fund.

VOTE: Aye-5  
Nay-0

#### ***B. Boards and Commissions***

County Manager Geouque presented the following as a reminder:

##### **Boone Rural Fire Protection Service District Board** **Watauga County Planning Board**

County Manager Geouque stated that each Commissioner nominates a representative to the Boone Rural Fire Protection Service District Board and the Watauga County Planning Board whose terms run concurrent with the term of the appointing Commissioner. Planning Board members must live within the appointing Commissioner's District and action must be taken by the entire Board of Commissioners to make these appointments. Boone Rural Fire Service District Board members must own property and reside within the Fire Service District. No action was taken.

### ***C. Announcements***

County Manager Geouque announced the following:

- The High Country Council of Governments will hold their Virtual Legislative Day on March 22, 2021, from 10:00 A.M. until 12:00 P.M. with additional information to follow.
- Parks and Recreation will host a Drive-Thru Bunny Trail Parade on Sunday, March 28, 2021, from 2:00 - 4:00 P.M. at the new Community Recreation Center.
- High Country Senior Games will be ongoing from May to July in 2021. More information was available at Parks and Recreation.
- Due to the Governor lifting some COVID-19 restrictions, the Community Recreation Center (CRC) had a scheduled opening date of Monday, April 26, 2021. Vaccine Clinics would continue to be held in a portion of the gym area until no longer needed. The County Manager stated that staff began, as previously given direction by the Board, the hiring process for the CRC and available positions were listed on the County's website. Those interested could sign up for membership with the CRC or on the County's website.

Chairman Welch stated that the Silver Sneakers Program could not begin until the facility had been open for approximately two months; however, the CRC also offered senior memberships. Chairman Welch also announced that the outside courts for sports such as tennis, basketball, and pickleball would be replaced over the Summer as there had been permitting issues with the Town of Boone.

Chairman Welch announced that Legislative Goals would be considered at the next meeting for submission to the North Carolina Association of County Commissioners.

### **PUBLIC COMMENT**

There was no public comment.

### **CLOSED SESSION**

At 6:58 P.M., Commissioner Wallin, seconded by Vice-Chairman Kennedy, moved to enter Closed Session to discuss Attorney/Client Matters, per G. S. 143-318.11(a)(3) and Land Acquisition, per G. S. 143-318.11(a)(5)(i).

VOTE: Aye-5  
Nay-0

Chairman Welch announced that there would be no action after closed session.

Commissioner Turnbow, seconded by Vice-Chairman Kennedy, moved to resume the open meeting at 8:40 P.M.

VOTE: Aye-5  
Nay-0

**ADJOURN**

Commissioner Wallin, seconded by Vice-Chairman Kennedy, moved to adjourn the meeting at 8:40 P.M.

VOTE: Aye-5  
Nay-0

John Welch, Chairman

ATTEST:

Anita J. Fogle, Clerk to the Board

**AGENDA ITEM 3:**

**APPROVAL OF THE MARCH 16, 2021, AGENDA**

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**AGENDA ITEM 4:**

**MESSAGE FROM THE BOARD**

**MANAGER'S COMMENTS:**

Chairman Welch will provide a message regarding the Board's commitment to providing an inclusive and welcoming environment for residents, students, visitors, investors, volunteers, employees and subcontractors, vendors, partners and the like without fear of discrimination

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**AGENDA ITEM 5:**

**CORONAVIRUS (COVID-19) COMMUNITY UPDATE**

**MANAGER'S COMMENTS:**

Ms. Jennifer Greene, AppHealthCare Director, will provide an update on the Coronavirus (COVID-19).

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

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**AGENDA ITEM 6:**

**SHERIFF'S OFFICE RADIO PURCHASE REQUEST**

**MANAGER'S COMMENTS:**

Major Redmon will request to purchase five (5) new Motorola APX hand held dual band radios. The cost per radio is \$7,768.75 for a total cost of \$38,843.75. Adequate funds are included in the Fiscal Year 2020-2021 budget to cover the expenditure.

Board action is required to authorize the purchase from Motorola Solutions for five (5) new Motorola APX hand held dual band radios in the amount of \$38,843.75.



## WATAUGA COUNTY SHERIFF'S OFFICE

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

LEN D. HAGAMAN, JR.  
SHERIFF

02/26/2021



To: Watauga County Manager Deron Geoque

From: Major Kelly Redmon

Ref: Hand Held Radio Purchase

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The Watauga County Sheriff's Office request WCBCB approval for the purchase of 5 Motorola APX hand held dual band radios. This is the first part of a 3 year plan to update our communications to current State and Federal Standards. The vendor is Motorola Solutions and the price on the state contract is \$7,768.75 each. There are sufficient funds in the Sheriff's budget for these purchases.



**Quote Number:** QU0000519959  
**Effective:** 16 FEB 2021  
**Effective To:** 17 APR 2021

**Bill-To:**

WATAUGA COUNTY SHERIFF'S DEPT  
 184 HODGES GAP RD  
 BOONE, NC 28607  
 United States

**Ultimate Destination:**

WATAUGA COUNTY SHERIFF'S DEPT  
 184 HODGES GAP RD  
 BOONE, NC 28607  
 United States

**Attention:**

**Name:** kelly Redmon  
**Phone:** 828-455-2904

**Sales Contact:**

**Name:** Randy Heaton MR  
**Email:** randyheaton@callmc.com  
**Phone:** 8284552904

**Contract Number:** NC STATE NON ARIBA -725G  
**Freight terms:** FOB Destination  
**Payment terms:** Net 30 Due

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
1	5	H91TGD9PW6AN	APX 8000 ALL BAND PORTABLE MODEL 2.5	\$5,983.00	\$4,487.25	\$22,436.25
1a	5	H842AU	ADD: SINGLE UNIT PACKING	-	-	-
1b	5	H38BS	ADD: SMARTZONE OPERATION	\$1,500.00	\$1,125.00	\$5,625.00
1c	5	Q361AN	ADD: P25 9600 BAUD TRUNKING	\$300.00	\$225.00	\$1,125.00
1d	5	QA00580AA	ADD: TDMA OPERATION	\$450.00	\$337.50	\$1,687.50
1e	5	H869BW	ENH: MULTIKEY	\$330.00	\$247.50	\$1,237.50
1f	5	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION	\$515.00	\$386.25	\$1,931.25
1g	5	Q58AL	ADD: 3Y ESSENTIAL SERVICE	\$115.00	\$115.00	\$575.00
1h	5	Q15AJ	ENH: AES/DES,DES-XL,DES-OFB AND ADP	\$799.00	\$599.25	\$2,996.25
2	5	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	\$165.00	\$123.75	\$618.75
3	5	PMNN4486A	BATT IMPRES 2 LIION R IP67 3400T	\$163.00	\$122.25	\$611.25

**Total Quote in USD**

\$38,843.75

PO Issued to Motorola Solutions Inc. must:

- >Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted
- >Have a PO Number/Contract Number & Date
- >Identify "Motorola Solutions Inc." as the Vendor
- >Have Payment Terms or Contract Number
- >Be issued in the Legal Entity's Name
- >Include a Bill-To Address with a Contact Name and Phone Number
- >Include a Ship-To Address with a Contact Name and Phone Number
- >Include an Ultimate Address (only if different than the Ship-To)
- >Be Greater than or Equal to the Value of the Order
- >Be in a Non-Editable Format
- >Identify Tax Exemption Status (where applicable)
- >Include a Signature (as Required)

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**AGENDA ITEM 7:**

**BIDS FOR SECTION 4 OF THE MIDDLE FORK GREENWAY**

**MANAGER’S COMMENTS:**

Mr. Joe Furman will present bids for Section 4 of the Middle Fork Greenway. Four bids were received with JW Hampton submitting the lowest responsive bid in the amount of \$1,605,420. Funds are available through grants awarded to the County, TDA, EDC, and funds raised by Blue Ridge Conservancy to cover the cost of the project.

Staff requests the Board award the bid to JW Hampton in the amount of \$1,605,420 for Section 4 of the Middle Fork Greenway and authorize a contract upon County Attorney review.



# WATAUGA COUNTY

126 Poplar Grove Connector, Suite 201 Boone, NC 28607

Department of  
Planning & Inspections

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

## Memorandum

**To:** County Manager, Board of Commissioners

**From:** Joe Furman

**RE:** Middle Fork Greenway, Section 4

**Date:** March 11, 2021

Yesterday, bids were opened for construction of Section 4 of the Middle Fork Greenway. Four (4) bids were received; the bid tabulation is attached. The low bidder is JW Hampton Company. I recommend that the Commissioners award the project to JW Hampton in the amount of \$1,605,420.00, which is the base bid plus alternates 2-5. I also request that approval be given to execute a contract with Hampton upon review and approval of the County Attorney. The amount is higher than the engineer's cost estimate, but funds are available to cover the difference. Sources of the funds are three (3) grants awarded to the County, the Watauga TDA, EDC, as well as funds raised by Blue Ridge Conservancy. All of those funds are in place and no funds are requested from the County. The County, rather than Blue Ridge Conservancy, bid the project because the County is the recipient of the grants.

## Middle Fork Greenway Section 4 Bid Tabulation

Date: March 10, 2021

	<b>Contractor</b>	<b>Base Bid</b>	<b>Bid Alternates</b>	
Company	<b>JW Hampton</b>	1,563,000.00	1. Timber Entrance Sign	\$11,200.00
Insurance	Yes		2. Paved Parking at Niley Cook	\$23,037.00
License #	50832		3. Picnic Table	\$2,950.00
Bid Bond:	Yes		4. Compass Rose inlay	\$3,333.00
Affidavit	Yes		5. Map Kiosk	\$13,100.00
Company	<b>Greene Construction</b>	1,717,000.00	1. Timber Entrance Sign	\$10,651.00
Insurance	Yes		2. Paved Parking at Niley Cook	\$21,000.00
License #	1610		3. Picnic Table	\$2,800.00
Bid Bond:	Yes		4. Compass Rose inlay	\$3,000.00
Affidavit	Yes		5. Map Kiosk	\$12,000.00
Company	<b>PADCO</b>	\$1,581,600.30	1. Timber Entrance Sign	\$9,581.25
Insurance	Yes		2. Paved Parking at Niley Cook	\$22,750.00
License #	74070		3. Picnic Table	\$1,500.00
Bid Bond:	Yes		4. Compass Rose inlay	\$1,500.00
Affidavit	Yes		5. Map Kiosk	\$10,237.50
Company	<b>Dane Construction</b>	\$2,236,775.00	1. Timber Entrance Sign	\$1,500.00

Insurance	Yes	2. Paved Parking at Niley Cook	\$35,000.00
License #	34966	3. Picnic Table	\$450.00
Bid Bond:	Yes	4. Compass Rose inlay	\$1,500.00
Affidavit	Yes	5. Map Kiosk	\$3,500.00

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**AGENDA ITEM 8:**

**REQUEST FOR ACCEPTANCE OF THE FY 2021 MEDICARE IMPROVEMENTS FOR PATIENTS AND PROVIDERS ACT (MIPPA) GRANT/CONTRACT FROM THE SENIORS' HEALTH INSURANCE INFORMATION PROGRAM (SHIP)**

**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 (SHIP). The grant is in the amount of \$3,020 with no local match required.

Action is required to accept the MIPPA grant in the amount of \$3,020 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](http://www.wataugacounty.org/aging) [angie.boitnotte@watgov.org](mailto:angie.boitnotte@watgov.org)

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

## MEMORANDUM

**TO:** Deron Geouque, County Manager

**FROM:** Angie Boitnotte, Director

**DATE:** March 3, 2021

**SUBJ:** Request for Board of Commissioners' Consideration – Acceptance of the FY21 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 \$3,020 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.

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

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

CFDA #	93.071	Cost Center:	Fiscal Year: 2020-2021
Grant Award #	2001NCMISH-00	16001659g10	Award Amount \$ 3,020.00
Performance Period:	9/1/2020 - 8/31/2021		Federal Award Date: 8/28/2020
Account #	536405		Total Award Amount \$ 3,020.00

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

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

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

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

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

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

3. **Subrecipient's Duties:** The Subrecipient shall provide the services as described in Attachment B with the terms of this Contract and in accordance with the approved budget in Attachment C. The Subrecipient shall maintain and make available all records, papers, vouchers, books, correspondence or other documentation or evidence at reasonable times for review, inspection or audit by duly authorized officials of the Recipient, the North Carolina State Auditor, or applicable federal agencies. Upon termination of contract as a SHIIP Coordinating Site, any equipment or property less than five (5) years old purchased by Subrecipient with

grant funds to perform SHIIP functions shall be returned to the Recipient in good working order. The Subrecipient shall submit to the Recipient all plans, reports, documents or other products that the Recipient may require, in the form specified by the Recipient, including at the least following:

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

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

a. There are no matching requirements from the Subrecipient.

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

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

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

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

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

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

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

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

**For the Recipient:**

Melinda Munden, Deputy Commissioner  
SHIIP Division  
1201 Mail Service Center  
Raleigh, NC 27699-1201

**For the Subrecipient:**

Billie Lister  
Watauga Co Project on Aging/LEH Sr Ctr  
814 W. King St., Rm 216  
Boone, NC 28607

Telephone: 919-814-9942

Telephone: 828-265-8090

10. **Supplementation of Expenditures of Public Funds:** The Subrecipient assures that funds received under this Contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds the Subrecipient otherwise expends for MIPPA and SHIIP services and related programs.

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

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

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

**Subrecipient:**

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

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

**Division of SHIP,**

BY: DocuSigned by:  
*Melinda Munden*  
0726676CC3504F7 \_\_\_\_\_  
Melinda Munden

DATE: 02/24/2021

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

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

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

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

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

Reviewed by: DS  
*KR*

**Controller's Office Review:**

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

**DEFINITIONS**

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

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

and State funds maintain their identity as they are subrecipient to other organizations. Pursuant to NCGS 143C-6-23(a)(1), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the State Health Plan for Teachers and State Employees, or other similar medical programs.

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

#### Relationships of the Parties

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

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

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

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

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

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

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

**Ineligible Vendors:** As provided in G.S. 147-86.59 and G.S. 147-86.82, the following companies are ineligible to contract with the State of North Carolina or any political subdivision of the State: a) any company identified as engaging in investment activities in Iran, as determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, and b) any company identified as engaged in a boycott of Israel as determined by appearing on the List of restricted companies created by the State Treasurer pursuant to G.S. 147-86.81. A contract with the State or any of its political subdivisions by any company identified in a) or b) above shall be void ab initio.

#### Indemnity

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

performance of this Contract to the extent permitted by law.

### **Default and Termination**

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

**Termination Without Cause:** The Recipient may terminate this contract without cause by giving 60 days written notice to the Contractor. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the Recipient, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made.

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

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

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

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

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

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

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

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

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

### Intellectual Property Rights

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

### Compliance with Applicable Laws

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

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

### Confidentiality

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

### Oversight

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

**Record Retention:** Records shall not be destroyed, purged or disposed of without the express written consent of the Recipient. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period

of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

### Miscellaneous

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

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

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

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

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

**Key Personnel:** The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the

**Recipient.** The term "key personnel" includes any and all persons identified as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

**Care of Property:** The Subrecipient agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this Contract and will reimburse the Recipient for loss of, or damage to, such property. At the termination of this Contract, the Subrecipient shall contact the Recipient for instructions as to the disposition of such property and shall comply with these instructions.

**Travel Expenses:** Reimbursement to the Subrecipient for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract

shall be reasonable and supported by documentation. State rates should be used as guidelines. International travel shall not be reimbursed under this Contract.

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

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

## Attachment B

For the period 9/1/2020 - 8/31/2021

### Statement of Work

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

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

1. Expand Low Income Subsidy (LIS) outreach and enrollment in the county by conducting a minimum of four enrollment clinics, virtually or in person, during the period 9/1/2020 through 8/31/2021; 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 SHIP 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;
4. Work with the Area Agency on Aging in your area to conduct outreach events in the county.

**subrecipient response to scope of work:**

- 1. In this grant period- we will expand LIS outreach and enrollment by conducting no less than 4 enrollment clinics at non-traditional locations between 9/1/2020-8/1/2021. We will host them at local community drug stores virtually, as well as the dialysis clinic and other areas that serve low income populations.**
- 2. We will also display the monthly wellness and prevention posters at the center as well as at all outreach events such as drive through resource fairs.**
- 3. We will submit all CC and NPR forms to the STARS data system in a timely manner.**
- 4. We will work with AAA to publicize and coordinate outreach events throughout the county.**

## Attachment C

For the period 9/1/2020 – 8/31/2021

### Line Item Budget and Budget Narrative

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

All budgets must be approved by the Recipient.

**Subrecipient Name:** Watauga Co Project on Aging/LEH Sr Ctr **Award Amount:** \$ 3,020.00

All fields must be completed.

Zero is an acceptable answer.

Must agree to the award amount. Is this required by your local government?

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

Budget	Amount
Contractual	0
Construction	0
Supplies	1500
Equipment	50
Other	0
Travel	0
Personnel	1470
Fringe	0
<b>Total</b>	<b>3,020.00</b>

Written description of planned expenditures:

We will use the grant money to purchase paper, ink, and other items needed for counseling. We will also use the money to purchase items needed for outreach such as table materials and we will also purchase a webcam to assist with virtual counseling in the computer lab. Remaining money will be used to offset staffing costs associated with coordinating and counseling.

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

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

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

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

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

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

## 2. Lobbying

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

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

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, any officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant, loan or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

## 3. Debarment, Suspension and Other Responsibility Matters

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

### (a) Primary Covered Transactions

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

(1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

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

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

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

**(b) Lower Tier Covered Transactions**

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

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

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

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

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**AGENDA ITEM 9:**

**PROPOSED EAST ANNEX HVAC BID AWARD REQUEST**

**MANAGER'S COMMENTS:**

Mr. Robert Marsh, Maintenance Director, will request the Board award a bid to Edmisten Heating and Cooling for HVAC replacement at the East Annex and Records Storage buildings. Two units will be replaced at the East Annex and one unit at the Records Storage building. The total cost is \$16,524. Adequate funds have been budgeted to cover the expense.

Board approval is required to award Edmisten Heating and Cooling the bid in the amount of \$16,524 for the replacement of three HVAC units.



# 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: March 2, 2021

RE: HVAC Bid Award Request

### BACKGROUND

The East Annex and Records Storage buildings are served by multiple heat pump units. The scope of this HVAC project is the replacement of two units at the East Annex and one unit at the Records Storage Building.

### BID SUMMARY

NAME	DESCRIPTION	BID
Edmisten Heating	(3) Rheem 5 ton 15 SEER w/ 5yr parts and 1 yr labor	\$16,524
Carolina Comfort	(3) Bryant 5 ton 14 SEER units w/5yr parts and 1 yr labor	\$22,206
Boone Heating	(3) Carrier 5 ton 14 SEER units w/ 5 yr parts and 1 yr labor	\$23,855

### RECOMMENDATION

Staff recommends the bid be awarded to the low bidder, Edmisten Heating and Cooling, in the amount of \$16,524.

### FISCAL IMPACT

These replacement units were previously identified in the CIP, and there are sufficient funds in FY 20-21 to cover the cost of this project.

# Edmisten Heating & Cooling

P.O. Box 3144 Boone, NC 28607

828-264-0130

February 18, 2021

Watauga County Maintenance  
Attn: Robert Marsh/Steven Moody

**Ref: Watauga County Courthouse Annex-Heat Pump System’s Installation**

Hello,

We propose to furnish the labor and material for the installation of a heat and air system at the above mentioned location:

**System 1 and 2**

**Rheem 60,000 btu(5 ton) 15 SEER heat pump, Rheem air handler and 15 kw of back up heat strips completely installed. The systems will be controlled by the existing Honeywell thermostats. We will also install new outdoor equipment pads and snow legs for the heat pumps.**

**Total Price- \$11,016.00**

**Warranty-5 years compressor, 1 year all parts and 1 year on any labor**

**Included- All items needed to thoroughly complete the job, all permits with The Town of Boone and crane service to put the units on the roof.**

**Excluded-High voltage wiring and building of walkway and service area in front of the air handler**

We appreciate the opportunity to submit a proposal for your project. We are more than happy to answer any questions you have about this proposal. Your signature below indicates your acceptance of this proposal. Please sign and date this form, and return it as soon as possible.

Respectfully submitted,  
David Shore  
Edmisten Heating and Cooling

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

**Edmisten Heating & Cooling**  
P.O. Box 3144 Boone, NC 28607  
828-264-0130

February 18, 2021

Watauga County Maintenance  
Attn: Robert Marsh/Steven Moody

**Ref: Record Keeping Location**

Hello,

We propose to furnish the labor and material for the installation of a heat and air system at the above mentioned location:

**System 1**

**Rheem 60,000 btu(5 ton) 15 SEER heat pump, Rheem air handler and 15 kw of back up heat strips completely installed. The systems will be controlled by a Honeywell programmable digital thermostat. We will also install a new outdoor equipment pad and snow legs for the heat pump.**

**Total Price- \$5,508.00**

**Warranty-5 years compressor, 1 year all parts and 1 year on any labor**

**Included- All items needed to thoroughly complete the job and all permits with The Town of Boone.**

**Excluded-High voltage wiring**

We appreciate the opportunity to submit a proposal for your project. We are more than happy to answer any questions you have about this proposal. Your signature below indicates your acceptance of this proposal. Please sign and date this form, and return it as soon as possible.

Respectfully submitted,  
David Shore  
Edmisten Heating and Cooling

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

**AGENDA ITEM 10:**

**TAX MATTERS**

*A. Monthly Collections Report*

**MANAGER'S COMMENTS:**

Mr. Larry Warren, Tax Administrator, will present the Monthly Collections Report and be available for questions and discussion.

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

**Monthly Collections Report****Watauga County**

Bank deposits of the following amounts have been made and credited to the account of Watauga County. The reported totals do not include small shortages and overages reported to the Watauga County Finance Officer

Monthly Report February 2021

	<u>Current Month</u> <u>Collections</u>	<u>Current FY</u> <u>Collections</u>	<u>Current FY</u> <u>Percentage</u>	<u>Previous FY</u> <u>Percentage</u>
<b><u>General County</u></b>				
Taxes 2020	428,805.15	34,703,116.43	95.41%	95.09%
Prior Year Taxes	18,705.83	263,050.36		
Solid Waste User Fees	33,954.25	2,482,147.58	94.14%	93.64%
Green Box Fees	67.61	532.97	NA	NA
Total County Funds	<b>\$481,532.84</b>	<b>\$37,448,847.34</b>		
<b><u>Fire Districts</u></b>				
Foscoe Fire	4,890.19	451,078.17	95.38%	95.47%
Boone Fire	8,650.19	857,888.00	95.43%	95.50%
Fall Creek Service Dist.	259.80	9,216.80	94.58%	90.14%
Beaver Dam Fire	1,235.17	94,738.49	89.07%	90.10%
Stewart Simmons Fire	6,742.89	233,385.85	93.29%	93.24%
Zionville Fire	1,954.16	106,715.33	92.58%	91.89%
Cove Creek Fire	4,162.04	229,329.29	93.81%	93.68%
Shawneehaw Fire	1,710.07	93,760.01	93.18%	94.56%
Meat Camp Fire	4,012.04	198,451.34	93.91%	92.30%
Deep Gap Fire	2,490.35	178,272.58	94.96%	93.68%
Todd Fire	1,037.99	60,352.88	96.74%	94.69%
Blowing Rock Fire	8,105.54	476,305.93	96.12%	95.48%
M.C. Creston Fire	51.78	5,048.64	81.58%	88.61%
Foscoe Service District	881.25	71,598.01	95.24%	95.24%
Beech Mtn. Service Dist.	0.00	1,333.36	79.99%	93.35%
Cove Creek Service Dist.	0.00	324.15	100.00%	100.00%
Shawneehaw Service Dist	348.65	5,941.06	88.05%	91.62%
	<b>\$46,532.11</b>	<b>\$3,073,739.89</b>		
<b><u>Towns</u></b>				
Boone	37,836.47	5,881,526.62	97.72%	96.89%
Municipal Services	339.85	131,538.50	96.61%	93.60%
Boone MV Fee	NA	NA	NA	NA
Blowing Rock	NA	NA	NA	NA
Seven Devils	NA	NA	NA	NA
Beech Mountain	NA	NA	NA	NA
Total Town Taxes	<b>\$38,176.32</b>	<b>\$6,013,065.12</b>		
Total Amount Collected	<b>\$566,241.27</b>	<b>\$46,535,652.35</b>		

\_\_\_\_\_ Tax Collections Director

\_\_\_\_\_ Tax Administrator

**AGENDA ITEM 10:**

**TAX MATTERS**

*B. Refunds and Releases*

**MANAGER'S COMMENTS:**

Mr. Warren will present the Refunds and Releases Reports. Board action is required to accept the Refunds and Releases Reports.

02/28/2021 11:17  
Larry.Warren

WATAUGA COUNTY  
RELEASES - 02/01/2021 TO 02/28/2021

P 1  
tncraprt

OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE CHARGE	AMOUNT
1784852 ABOUSALEH, KINAN EMAD ALSAFADI, NAWRAS JANDAL 1621 Wildcat Ridge Rd DEEP GAP, NC 28618	PP 2020 2813 TAX RELEASES	3122	02/28/2021	F10	7636	0 F10 G01 SWF F10L G01L	9.41 75.84 80.00 .94 7.58 <hr/> 173.77
1343045 BEECH MOUNTAIN TOWN OF 403 BEECH MOUNTAIN PARKWAY BANNER ELK, NC 28604-8012	RE 2020 1941-20-6776-000 TAX RELEASES PROPERTY IS EXEMPT	8321	02/28/2021	C05	7639	0 G01	49.57
1343045 BEECH MOUNTAIN TOWN OF 403 BEECH MOUNTAIN PARKWAY BANNER ELK, NC 28604-8012	RE 2020 1941-21-9913-000 TAX RELEASES PROPERTY IS EXEMPT	8325	02/28/2021	C05	7640	0 G01	9,323.81
1343045 BEECH MOUNTAIN TOWN OF 403 BEECH MOUNTAIN PARKWAY BANNER ELK, NC 28604-8012	RE 2020 1950-34-9104-000 TAX RELEASES PROPERTY IS EXEMPT	8355	02/28/2021	C05	7641	0 G01 SWF	80.60 80.00 <hr/> 160.60
1744808 BRADFORD, DAVID C 5448 KINGSBRIDGE RD WINSTON SALEM, NC 27103	RE 2020 1953-54-2835-000 REFUND RELEASE RELEASED AND REAPPLIED TO 1953544221000	26512	02/25/2021	F04	7664	0 F04 G01 SWF	136.80 1,102.61 80.00 <hr/> 1,319.41
1022300 BYRD, WILLIAM BAXTER AND JANET 10528 US HWY 421 N ZIONVILLE, NC 28698-9022	RE 2020 1994-26-5987-000 TAX RELEASES PROPERTY TRANSFERRED YEARS AGO	30406	02/28/2021	F06	7659	0 F06 G01	.70 5.64 <hr/> 6.34
1642529 CHAMBERS, T GLENN CHAMBERS, REBECCA C 6218 PUMPERNICKEL LANE MONROE, NC 28110	RE 2020 2809-08-6607-000 REFUND RELEASE PTC APPEAL DECISION PTC 275	18960	02/28/2021	F02	7638	37,500 F02 G01	22.50 151.13 <hr/> 173.63
1543828 COOK, JEFFERY DALE AND LISA M 1800 SILVERSTONE ROAD ZIONVILLE, NC 28698	RE 2020 1993-07-9914-002 REFUND RELEASE RELEASED AND APPLIED TO PARCEL 1993-07-6877-001	30527	02/25/2021	F06	7660	0 F06 G01 SWF	29.95 241.40 80.00 <hr/> 351.35

02/28/2021 11:17  
Larry.Warren

WATAUGA COUNTY  
RELEASES - 02/01/2021 TO 02/28/2021

P 2  
tncrapt

OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE CHARGE	AMOUNT
1809969 COOK, ROBERT FRANKLIN COOK, DAVID ALEXANDER ET AL 1467 POPLAR GROVE RD S  BOONE, NC 28607	RE 2020	44851	02/25/2021			0 F12	66.05
				F12	7661	G01	532.36
	REFUND RELEASE RELEASED AND APPLIED TO PARCEL 2827-59-9025-000						598.41
1262310 DANNER, WILLIAM A PO BOX 1202  COLUMBIA, SC 29202-1202	PP 2020	1156	02/28/2021			0 G01	9.19
				C05	7648	G01L	.92
	TAX RELEASES SOLD PROPERTY						10.11
1526905 DOTSON, THOMAS KEITH 1807 POPLAR GROVE RD S  BOONE, NC 28607	RE 2020	19767	02/28/2021			0 F02	85.32
				F02	7649	G01	573.07
	TAX RELEASES PARCEL SHOULD HAVE BEEN DEACTIVATED					SWF	80.00
							738.39
1524744 ELLIS, BOBBY G ELLIS, RONI T 110 STIRRUP LANE  BOONE, NC 28607	RE 2020	19950	02/28/2021			0 F02	142.62
				F02	7662	G01	957.93
	TAX RELEASES PARCEL SHOULD HAVE BEEN DEACTIVATED					SWF	80.00
							1,180.55
1763745 FOX, JUSTIN K FOX, ERIN L 1600 TERRA COTTA DR  HICKORY, NC 28602-9524	RE 2020	30692	02/10/2021			0 F06	22.45
				F06	7643	G01	180.95
	TAX RELEASES MUNIS BILLED A DEACTIVATED PARCEL						203.40
1764519 GALLEHER, ASHLEY E PO BOX 151  BOONE, NC 28607	RE 2020	30706	02/02/2021			0 F06	45.95
				F06	7633	G01	370.36
	TAX RELEASES MUNIS BILLED A DEACTIVATED PARCEL					SWF	80.00
							496.31
1764519 GALLEHER, ASHLEY E PO BOX 151  BOONE, NC 28607	RE 2020	30707	02/02/2021			0 F06	.85
				F06	7634	G01	6.85
	TAX RELEASES MUNIS BILLED A DEACTIVATED PARCEL						7.70
1645786 HARMON, STEPHANIE 306 ED WILLIAMS RD  ZIONVILLE, NC 28698	RE 2020	30831	02/12/2021			0 F06	56.20
				F06	7647	G01	452.97
	TAX RELEASES BILL SHOULD HAVE BEEN DEACTIVATED					SWF	80.00
							589.17

02/28/2021 11:17  
Larry.Warren

WATAUGA COUNTY  
RELEASES - 02/01/2021 TO 02/28/2021

P 3  
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OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE CHARGE	AMOUNT
1641826 HAUGH, ROBERT S CARRAVONE, DEBRA A 788 CHESTNUT RIDGE TRL  BANNER ELK, NC 28604	RE 2020	7342	02/26/2021			0 G01	1,001.05
	1878-48-1900-000			C04		SWF	80.00
	TAX RELEASES				7673		
	MUNIS BILLED A DEACTIVATED PARCEL						1,081.05
1641826 HAUGH, ROBERT S CARRAVONE, DEBRA A 788 CHESTNUT RIDGE TRL  BANNER ELK, NC 28604	RE 2020	7343	02/26/2021			0 G01	83.82
	1878-49-1061-000			C04			
	TAX RELEASES				7672		
	MUNIS BILLED A DEACTIVATED BILL						
1754910 LAIL, DERRICK W 170 GRANDFATHER VIEW ST  BANNER ELK, NC 28604	RE 2020	15343	02/28/2021			0 F01	6.35
	1878-98-6312-000			F01		G01	51.18
	TAX RELEASES				7669		
	PROPERTY BILLED UNDER 1878986336000						57.53
1754910 LAIL, DERRICK W 170 GRANDFATHER VIEW ST  BANNER ELK, NC 28604	RE 2020	15344	02/28/2021			0 F01	5.40
	1878-98-6365-000			F01		G01	43.52
	TAX RELEASES				7670		
	PROPERTY BILLED UNDER 1878986336000						48.92
1754910 LAIL, DERRICK W 170 GRANDFATHER VIEW ST  BANNER ELK, NC 28604	RE 2020	15347	02/28/2021			0 F01	67.35
	1878-98-7430-000			F01		G01	542.84
	TAX RELEASES				7671	SWF	80.00
	PROPERTY BILLED UNDER 1878986373000						690.19
1544438 MONTGOMERY, ROBERT 5628 REMMINGTON DR  RUSSELLVILLE, TN 37860	RE 2020	36525	02/28/2021			0 F08	13.90
	1960-39-4453-000			F08		G01	112.03
	TAX RELEASES				7663		
	PARCEL SHOULD HAVE BEEN DEACTIVATED						125.93
1812733 NELSON, AMBER VALDEZ 356 BETTYS CIRCLE  BOONE, NC 28607	PP 2020	3282	02/28/2021			0 F10	2.50
	3378			F10		G01	20.15
	TAX RELEASES				7635	SWF	80.00
	LISTED UNDER ACCT 1523837					F10L	.25
						G01L	2.02
							104.92
1810734 ROSENDE, LEONARD JR, TRUSTEE ROSENDE, LINDA G, TRUSTEE 3118 W. MORRISON AVE  TAMPA, FL 33629	RE 2020	1000045	02/26/2021			0 F12	31.75
	1897-43-6908-000			F12		G01	255.91
	REFUND RELEASE				7667		
	RELEASED AND REAPPLIED TO BILL 47042						287.66

02/28/2021 11:17  
Larry.Warren

WATAUGA COUNTY  
RELEASES - 02/01/2021 TO 02/28/2021

P 4  
tncraprt

OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE	CHARGE	AMOUNT
1722011 SHEPHERD, MATTHEW SCOTT 393 TUCKWILLER LN BOONE, NC 28607	RE 2020	24302	02/28/2021			0	F02	243.48
		2839-76-8644-000		F02			G01	1,635.37
		TAX RELEASES			7642		SWF	80.00
		PROPERTY SHOULD HAVE BEEN DEACTIVATED						
1644062 SUMMEY, MALINDA H 40 AUGUSTA NATIONAL DR PINEHURST, NC 28374-7140	RE 2020	47457	02/28/2021			0	F12	2.00
		1897-63-0573-000		F12			G01	16.12
		TAX RELEASES			7666			
		PARCEL SHOULD HAVE BEEN DEACTIVATED						
1644062 SUMMEY, MALINDA H 40 AUGUSTA NATIONAL DR PINEHURST, NC 28374-7140	RE 2020	47458	02/28/2021			0	F12	154.05
		1897-63-0652-000		F12			G01	1,241.64
		TAX RELEASES			7665		SWF	80.00
		PARCEL SHOULD HAVE BEEN DEACTIVATED						
1748226 TRUELOVE, TIMOTHY 108 WEST BLUEBERRY LN BEECH MOUNTAIN, NC 28604	RE 2020	12416	02/28/2021			0	G01	64.48
		1950-27-7365-000		C05				
		TAX RELEASES			7658			
		PARCEL SHOULD HAVE BEEN DEACTIVATED						
1620072 WALKINGWOOD FOREST LLC 120 TUCKWELLER LN 3464 SCARSBOROUGH DR BOONE, NC 28607	RE 2020	25415	02/26/2021			0	G01	880.56
		2839-86-1294-000		F02			F02	131.10
		TAX RELEASES			7668			
		MUNIS BILLED A DEACTIVATED PARCEL						
1562617 WHITTINGTON, LEE GARY 3317 MEMHIS DR FAYETTEVILLE, NC 28311-3074	PP 2014	3525	02/28/2021			0	G01	9.52
		624541999		C02			C02	12.46
		TAX RELEASES			7657		G01L	.95
		OWNER PASSED AWAY-WIFE SOLD PROPERTY					C02L	1.25
		MOVED TO TN						
1562617 WHITTINGTON, LEE GARY 3317 MEMHIS DR FAYETTEVILLE, NC 28311-3074	PP 2015	3441	02/28/2021			0	G01	9.52
		624541999		C02			C02	12.46
		TAX RELEASES			7656		G01L	.95
		OWNER PASSED AWAY-WIFE SOLD PROPERTY					C02L	1.25
		MOVED TO TN						
1562617 WHITTINGTON, LEE GARY 3317 MEMHIS DR FAYETTEVILLE, NC 28311-3074	PP 2016	3542	02/28/2021			0	G01	9.52
		624541999		C02			C02	12.46
		TAX RELEASES			7655		G01L	.95
		OWNER PASSED AWAY-WIFE SOLD PROPERTY					C02L	1.25
		MOVED TO TN						

02/28/2021 11:17  
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RELEASES - 02/01/2021 TO 02/28/2021

P 5  
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OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE	CHARGE	AMOUNT
1562617 WHITTINGTON, LEE GARY 3317 MEMHIS DR FAYETTEVILLE, NC 28311-3074	PP 2017	3581	02/28/2021			0	G01	10.73
	624541999			C02			C02	12.46
	TAX RELEASES				7654		G01L	1.07
	OWNER PASSED AWAY-WIFE MOVED TO TN SOLD PROPERTY						C02L	1.25
								25.51
1562617 WHITTINGTON, LEE GARY 3317 MEMHIS DR FAYETTEVILLE, NC 28311-3074	PP 2018	3435	02/28/2021			0	G01	10.73
	624541999			C02			C02	12.46
	TAX RELEASES				7652		G01L	1.07
	OWNER PASSED AWAY -WIFE MOVED TO TN AND SOLD PROPERTY						C02L	1.25
								25.51
1562617 WHITTINGTON, LEE GARY 3317 MEMHIS DR FAYETTEVILLE, NC 28311-3074	PP 2019	3619	02/28/2021			0	G01	12.25
	624541999			C02			C02	12.46
	TAX RELEASES				7651		G01L	1.23
	OWNER PASSED AWAY-WIFE SOLD PROPERTY MOVED TO TN IN 2008						C02L	1.25
								27.19
1562617 WHITTINGTON, LEE GARY 3317 MEMHIS DR FAYETTEVILLE, NC 28311-3074	PP 2020	855	02/28/2021			0	G01	12.25
	624541999			C02			C02	12.46
	TAX RELEASES				7650		G01L	1.23
	OWNER PASSED AWAY IN 2008-WIFE SOLD PROP ERTY AND MOVED TO TN						C02L	1.25
								27.19
1811231 WILLIAMS, DAVID EDWARDS, JR WILLIAMS, TINA WILSON 4800 SKYECROFT PL FUQUAY VARINA, NC 27526	RE 2020	17488	02/28/2021			101,400	F01	50.70
	1899-28-2327-000			F01			G01	408.64
	REFUND RELEASE				7637			
	PTC APPEAL DECISION PTC 276							459.34
1612340 WILSON, PATRICIA L PO BOX 869 LINVILLE, NC 28646	RE 2021	1000010	02/28/2021			0	F04	58.25
	1964-87-7276-000			F04			G01	469.50
	TAX RELEASES				7644			
	DOUBLE BILLED							527.75
1612340 WILSON, PATRICIA L PO BOX 869 LINVILLE, NC 28646	RE 2021	1000011	02/28/2021			0	F04	58.25
	1964-87-7276-000			F04			G01	469.50
	TAX RELEASES				7645			
	DOUBLE BILLED							527.75
1612340 WILSON, PATRICIA L PO BOX 869 LINVILLE, NC 28646	RE 2021	1000012	02/28/2021			0	F04	58.25
	1964-87-7276-000			F04			G01	411.25
	TAX RELEASES				7646			
	DOUBLE BILLED							469.50
DETAIL SUMMARY	COUNT: 40	RELEASES - TOTAL				138,900		24,553.62

02/28/2021 11:17  
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RELEASES - 02/01/2021 TO 02/28/2021

P 6  
tncraprt

RELEASES - CHARGE SUMMARY FOR ALL CLERKS

YEAR	CAT	CHARGE	AMOUNT	
2014	PP	C02	BOONE PP	12.46
2014	PP	C02L	BOONE LATE LIST	1.25
2014	PP	G01	WATAUGA COUNTY PP	9.52
2014	PP	G01L	WATAUGA COUNTY LATE LIST	.95
			2014 TOTAL	24.18
2015	PP	C02	BOONE PP	12.46
2015	PP	C02L	BOONE LATE LIST	1.25
2015	PP	G01	WATAUGA COUNTY PP	9.52
2015	PP	G01L	WATAUGA COUNTY LATE LIST	.95
			2015 TOTAL	24.18
2016	PP	C02	BOONE PP	12.46
2016	PP	C02L	BOONE LATE LIST	1.25
2016	PP	G01	WATAUGA COUNTY PP	9.52
2016	PP	G01L	WATAUGA COUNTY LATE LIST	.95
			2016 TOTAL	24.18
2017	PP	C02	BOONE PP	12.46
2017	PP	C02L	BOONE LATE LIST	1.25
2017	PP	G01	WATAUGA COUNTY PP	10.73
2017	PP	G01L	WATAUGA COUNTY LATE LIST	1.07
			2017 TOTAL	25.51
2018	PP	C02	BOONE PP	12.46
2018	PP	C02L	BOONE LATE LIST	1.25
2018	PP	G01	WATAUGA COUNTY PP	10.73
2018	PP	G01L	WATAUGA COUNTY LATE LIST	1.07
			2018 TOTAL	25.51
2019	PP	C02	BOONE PP	12.46
2019	PP	C02L	BOONE LATE LIST	1.25
2019	PP	G01	WATAUGA COUNTY PP	12.25
2019	PP	G01L	WATAUGA COUNTY LATE LIST	1.23
			2019 TOTAL	27.19
2020	RE	F01	FOSCOE FIRE RE	129.80
2020	RE	F02	BOONE FIRE RE	625.02
2020	RE	F04	BEAVER DAM FIRE RE	136.80
2020	RE	F06	ZIONVILLE FIRE RE	156.10
2020	RE	F08	SHAWNEEHAW FIRE RE	13.90
2020	RE	F12	BLOWING ROCK FIRE RE	253.85
2020	RE	G01	WATAUGA COUNTY RE	20,366.41
2020	RE	SWF	SANITATION USER FEE	880.00
2020	PP	C02	BOONE PP	12.46
2020	PP	C02L	BOONE LATE LIST	1.25
2020	PP	F10	DEEP GAP FIRE PP	11.91
2020	PP	F10L	DEEP GAP FIRE LATE LIST	1.19
2020	PP	G01	WATAUGA COUNTY PP	117.43
2020	PP	G01L	WATAUGA COUNTY LATE LIST	11.75

02/28/2021 11:17  
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 RELEASES - 02/01/2021 TO 02/28/2021

P 7  
 tncrarpt

RELEASES - CHARGE SUMMARY FOR ALL CLERKS

YEAR	CAT	CHARGE	AMOUNT	
2020	PP	SWF	SANITATION USER FEE	160.00
			2020 TOTAL	22,877.87
2021	RE	F04	BEAVER DAM FIRE RE	174.75
2021	RE	G01	WATAUGA COUNTY RE	1,350.25
			2021 TOTAL	1,525.00
			SUMMARY TOTAL	24,553.62

02/28/2021 11:17  
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WATAUGA COUNTY  
RELEASES - 02/01/2021 TO 02/28/2021

P 8  
tncraprt

RELEASES - JURISDICTION SUMMARY FOR ALL CLERKS

JUR	YEAR	CHARGE	AMOUNT	
C02	2014	C02	BOONE PP	12.46
C02	2014	C02L	BOONE LATE LIST	1.25
C02	2014	G01	WATAUGA COUNTY PP	9.52
C02	2014	G01L	WATAUGA COUNTY LATE LIST	.95
C02	2015	C02	BOONE PP	12.46
C02	2015	C02L	BOONE LATE LIST	1.25
C02	2015	G01	WATAUGA COUNTY PP	9.52
C02	2015	G01L	WATAUGA COUNTY LATE LIST	.95
C02	2016	C02	BOONE PP	12.46
C02	2016	C02L	BOONE LATE LIST	1.25
C02	2016	G01	WATAUGA COUNTY PP	9.52
C02	2016	G01L	WATAUGA COUNTY LATE LIST	.95
C02	2017	C02	BOONE PP	12.46
C02	2017	C02L	BOONE LATE LIST	1.25
C02	2017	G01	WATAUGA COUNTY PP	10.73
C02	2017	G01L	WATAUGA COUNTY LATE LIST	1.07
C02	2018	C02	BOONE PP	12.46
C02	2018	C02L	BOONE LATE LIST	1.25
C02	2018	G01	WATAUGA COUNTY PP	10.73
C02	2018	G01L	WATAUGA COUNTY LATE LIST	1.07
C02	2019	C02	BOONE PP	12.46
C02	2019	C02L	BOONE LATE LIST	1.25
C02	2019	G01	WATAUGA COUNTY PP	12.25
C02	2019	G01L	WATAUGA COUNTY LATE LIST	1.23
C02	2020	C02	BOONE PP	12.46
C02	2020	C02L	BOONE LATE LIST	1.25
C02	2020	G01	WATAUGA COUNTY PP	12.25
C02	2020	G01L	WATAUGA COUNTY LATE LIST	1.23
		C02 TOTAL		177.94
C04	2020	G01	WATAUGA COUNTY RE	1,084.87
C04	2020	SWF	SANITATION USER FEE	80.00
		C04 TOTAL		1,164.87
C05	2020	G01	WATAUGA COUNTY RE	9,527.65
C05	2020	G01L	WATAUGA COUNTY LATE LIST	.92
C05	2020	SWF	SANITATION USER FEE	80.00
		C05 TOTAL		9,608.57
F01	2020	F01	FOSCOE FIRE RE	129.80
F01	2020	G01	WATAUGA COUNTY RE	1,046.18
F01	2020	SWF	SANITATION USER FEE	80.00
		F01 TOTAL		1,255.98
F02	2020	F02	BOONE FIRE RE	625.02
F02	2020	G01	WATAUGA COUNTY RE	4,198.06
F02	2020	SWF	SANITATION USER FEE	240.00
		F02 TOTAL		5,063.08
F04	2020	F04	BEAVER DAM FIRE RE	136.80
F04	2020	G01	WATAUGA COUNTY RE	1,102.61

02/28/2021 11:17  
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WATAUGA COUNTY  
RELEASES - 02/01/2021 TO 02/28/2021

P 9  
tncrapt

RELEASES - JURISDICTION SUMMARY FOR ALL CLERKS

JUR	YEAR	CHARGE	AMOUNT	
F04	2020	SWF	SANITATION USER FEE	80.00
F04	2021	F04	BEAVER DAM FIRE RE	174.75
F04	2021	G01	WATAUGA COUNTY RE	1,350.25
			F04 TOTAL	2,844.41
F06	2020	F06	ZIONVILLE FIRE RE	156.10
F06	2020	G01	WATAUGA COUNTY RE	1,258.17
F06	2020	SWF	SANITATION USER FEE	240.00
			F06 TOTAL	1,654.27
F08	2020	F08	SHAWNEEHAW FIRE RE	13.90
F08	2020	G01	WATAUGA COUNTY RE	112.03
			F08 TOTAL	125.93
F10	2020	F10	DEEP GAP FIRE PP	11.91
F10	2020	F10L	DEEP GAP FIRE LATE LIST	1.19
F10	2020	G01	WATAUGA COUNTY PP	95.99
F10	2020	G01L	WATAUGA COUNTY LATE LIST	9.60
F10	2020	SWF	SANITATION USER FEE	160.00
			F10 TOTAL	278.69
F12	2020	F12	BLOWING ROCK FIRE RE	253.85
F12	2020	G01	WATAUGA COUNTY RE	2,046.03
F12	2020	SWF	SANITATION USER FEE	80.00
			F12 TOTAL	2,379.88
			SUMMARY TOTAL	24,553.62

**AGENDA ITEM 10:**

**TAX MATTERS**

*C. Tax Lien Report*

**MANAGER'S COMMENTS:**

Mr. Warren will review the Tax Lien Report. The Tax Lien Report is available through the same link as the information packet. Board action is requested to accept the report listing delinquent tax bills that are liens on real property and to authorize the advertisement of such liens.

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**AGENDA ITEM 11:****SANITATION MATTERS*****A. Compactor Service Agreement*****MANAGER'S COMMENTS:**

Mr. Rex Buck, Operations Services Director, will request the Board approve a service contract with Green Services Network, Inc. for compactors and transportation services. The compactors will be placed at the Bethel Road, Vilas, Highway 194 South, Valle Crucis, US Hwy 221, Blowing Rock, Jake's Mountain Road, and Triplett sites. GSN will provide transportation services for two (2) of the locations. The County Attorney has reviewed and approved the contract. Adequate funds are available to cover the expense.

Staff requests the Board approve the service agreement with GNS in the amount of \$15,984 for trash compactors with the transportation to be billed separately.



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# WATAUGA COUNTY

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*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*

March 11, 2021

To: Deron Geouque, County Manager

From: Rex Buck, Operations Services Director

Subject: Service Agreement

Staff is requesting Board approve attached proposal from Green Services Network, Inc. (GSN) to provide solid waste equipment and transportation services at a cost of \$15,984.00 annually.

GSN will install solid waste compacting equipment at four (4) container sites and provide transportation services for two (2) of those locations. Staff believes utilizing trash compaction equipment, at the below listed Container Sites, will enhance service, increase operational efficiencies, and reduces wear and tear on County equipment.

- Bethel Road Site, Vilas
- Highway 194 South Site, Valle Crucis
- US Hwy 221 Site, Blowing Rock
- Jake's Mountain Road Site, Triplett

Upon Board approval, staff would like authorization to execute service agreement with GSN. There are sufficient funds available, in the Sanitation budget, to cover the costs associated with the project.

Please see enclosed quote and let me know if you have question. Thank you for your careful consideration.



**GREEN SERVICES NETWORK  
SERVICE AND PERFORMANCE AGREEMENT**

**Customer Information (Billing):**

**Name:** Watauga County **Contact Person:** Rex Buck

**Address:** 336 Landfill Rd

**City:** Boone **County:** Watauga **State:** NC **Zip:** 28607

**Phone:** (828) 264-5305

**1. Contract Term.** The initial Contract Term of this Agreement is  **3 years**  **5 years**, commencing on the date of installation of the equipment to each Location listed in SCHEDULE A, and shall be automatically renewed, without further action by the parties, for successive terms of one year each. Either party may communicate its intent not to renew by providing the other party with written notice no less than ninety (90) days prior to the expiration of the then-current Contract Term.

**2. Service Fee.** Customer agrees to pay a monthly Service Fee per Location, as shown in SCHEDULE A, plus any additional fees provided herein, directly to Green Services Network (“GSN”). All billing shall be in arrears. All payments are due in full within 30 days of the invoice date (“net 30”). GSN may impose and Customer agrees to pay a five percent (5%) late fee, per month, for any payments still outstanding after 30 days of the invoice date. The Service Fee shall remain fixed for the entire Contract Term; provided, however, that the Service Fee may be subject to change if the Parties agree to install different Equipment at a Location. GSN may change the Service Fee for upcoming Contract Terms by providing written notice to Customer one hundred twenty (120) days prior to the expiration of the current Contract Term.

**3. Services Rendered.** GSN shall deliver the Equipment (as shown in SCHEDULE A) and shall maintain and repair the Equipment at its own expense for the Contract Term; provided, however, that Customer shall pay on demand the costs of all repairs, attributable to abuse or negligent operation or care of the Equipment by Customer, its agents or employees. Maintenance provided by GSN shall include, at a minimum, quarterly preventive maintenance services.

**4. Installation and Upgrades.** GSN will provide basic installation of the Equipment at no additional charge. An additional Upgrade Fee will be charged for unique installations, required upgrades, and/or improvements per Location to be specified at a later date.

**5. Hauling.** GSN will remove and dispose of waste from the Equipment on an as-needed basis for an additional Hauling Fee per occurrence, as outlined in SCHEDULE A. GSN may increase the Hauling Fee to account for: any increase in disposal, fuel or transportation costs; increased costs due to uncontrollable circumstances, including, without limitation, changes in local state or federal laws or regulations, imposition of taxes, fees or surcharges, and acts of God, such as floods, fires, etc. Increases in charges for reasons other than as provided above require the consent of Customer which may be evidenced in writing or by the actions and practices of the parties.

**6. Liability for Equipment.** Customer acknowledges that it has the care, custody, and control of the Equipment, which is owned by GSN, and Customer accepts responsibility for the Equipment and its contents at all time except when it is being physically handled by the GSN employees. Customer expressly agrees to defend, indemnify, and hold harmless GSN from and against any and all claims for loss of or damage to property, or injury to or death of any person or persons resulting from or arising in any manner out of Customer’s use, operation, or possession of any Equipment furnished under this Agreement, provided that such claims are not caused by the negligence of GSN. If Customer moves or relocates its business or place of operation, GSN reserves the right to relocate the

CUSTOMER INITIALS: \_\_\_\_\_



Equipment to the new site at Customer’s expense.

**7. Taxes.** Customer shall be responsible for and shall pay any and all local, municipal, and/or state taxes which shall be imposed upon the Equipment during the Contract Term and any subsequent Contract Terms, and shall hold GSN harmless from all liability in connection therewith.

**8. Agreement.** This document shall constitute a legally binding contract by and between GSN and Customer and their respective heirs, successors, and assigns in accordance with the terms and conditions set forth herein. This Agreement contains the entire agreement of the parties relating to the Equipment and may not be changed, modified, terminated, or discharged, except in a writing signed by both parties. This Agreement shall control as to any conflicting terms in any other document.

**9. Failure to Perform.** In the event Customer terminates this Agreement prior to the expiration of the Contract Term or any subsequent Contract Term, or breaches its obligations pursuant to this Agreement, Customer agrees to pay GSN, as liquidated damages a sum of money equal to the total of Customer’s billings for any eighteen (18) months or the time remaining, during which this Agreement was in full force and effect. In the event that GSN retains an attorney to assist in the collection of amounts due under this Agreement, Customer shall pay, in addition to the amount due, all costs incurred by GSN as the result of such action including, to the extent permitted by law, reasonable attorneys’ fees and court costs. In the event of a material breach by GSN, Customer shall have the right, but not the obligation, to terminate this Agreement.

**10. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina without reference to the conflict of law principles thereof.

**11. Arbitration.** Any dispute arising under this Agreement shall be decided by arbitration. The arbitration proceeding shall be conducted in Watauga County, North Carolina, and under the applicable Rules of the North Carolina Revised Uniform Arbitration Act as codified in N.C. Gen. Stat. § 1-569.1 *et seq.* The decision of the arbitrator shall be final and binding on both parties. The prevailing party shall be entitled to recover from the other party its own reasonable expenses for the arbitrator’s fee, attorney’s fees, expert testimony, and for other expenses of presenting its case. Other arbitration costs, including fees for records or transcripts, shall be born equally by the parties.

**12. Notices.** All notices, payments, elections, requests, demands, and other communications required or permitted under this Agreement shall be in writing, and shall be deemed to have been delivered and received (a) when personally delivered; (b) on the fifth (5th) business day after which sent by registered or certified mail, postage prepaid, return receipt requested; or (c) on the next business day after the business day on which deposited with a regulated public carrier (e.g., Federal Express) for overnight delivery, freight prepaid. Notices to GSN shall be directed to: 2722 Federal Road, Benson, NC 27504. Notices to Customer shall be directed to the Contact Person listed in the Customer Information section above, at the address provided.

**13. Subcontractors.** GSN may subcontract portions of the services provided herein and shall remain fully responsible for the performance of its subcontractors under the terms of this Agreement.

**14. Assignment.** Customer shall not assign this Agreement without the prior written consent of GSN, which consent shall not be unreasonably withheld. GSN may assign this Agreement to any of GSN’s Affiliates, with written notice to Customer. “Affiliates” shall include any company that shares the same majority ownership of GSN and Carolina Commercial & Industrial Refurbishment, LLC. Any assignment by GSN to any other third party, or a sale of substantially all of GSN’s assets, shall provide Customer with the option to terminate this Agreement within 30 days of learning of such assignment or sale.

**15. Severability.** If any provisions of this Agreement are held to be invalid or unenforceable, all other provisions shall nevertheless continue to be in full force and effect.

**16. Waiver.** Any party’s failure to insist on compliance or enforcement of any provision of this Agreement shall not affect its validity or enforceability or constitute a waiver of future enforcement of that provision or of any other provision of the Agreement.

CUSTOMER INITIALS: \_\_\_\_\_



**17. Excused Performance.** Neither party shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control, including, but not limited to, strikes, riots, fires, and acts of God.

**CUSTOMER**

**GREEN SERVICES NETWORK,**

a division of Carolina Commercial & Industrial Refurbishment, LLC

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

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

\_\_\_\_\_  
PRINTED NAME/TITLE

\_\_\_\_\_  
PRINTED NAME/TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

CUSTOMER INITIALS: \_\_\_\_\_



**SCHEDULE A**

**Location #1: Bethel Road, Vilas NC**

Equipment: Self-contained compactor

Service Fee: \$333 per month for 36 months

Upgrade Fee: TBD – concrete pad and 3-phase power installation

**Location #2: 5400 Hwy. 194 South, Valle Crucis**

Equipment: Self-contained compactor

Service Fee: \$333 per month for 36 months

Upgrade Fee: TBD – concrete pad and 3-phase power installation

**Location #3: 5600 Hwy. 221 South, Blowing Rock**

Equipment: Self-contained compactor

Service Fee: \$333 per month for 36 months

Hauling Fee: \$157.50

Upgrade Fee: TBD – concrete pad and 3-phase power installation

**Location #4: 125 Jake’s Mountain Road, Deep Gap**

Equipment: Self-contained compactor

Service Fee: \$333 per month for 36 months

Hauling Fee: \$115.75

Upgrade Fee: TBD – concrete pad and 3-phase power installation

CUSTOMER INITIALS: \_\_\_\_\_

**AGENDA ITEM 11:**

**SANITATION MATTERS**

***B. Request to Accept Funds Awarded from 2020 Backyard Composting Grant***

**MANAGER’S COMMENTS:**

In November 2020, the Board authorized staff to apply for grant funding from the North Carolina Department of Environmental Quality and Customer Service, “Backyard Composting Grant.”

Overall Project Cost: \$13,899.80

Total Backyard Composting Proposed Grant Request: \$11,140.24

Total Cost for County: \$2,759.56

The Sanitation Department has been awarded the grant. Staff is requesting the Board accept the grant from the North Carolina Department of Environmental Quality and Customer Service, “Backyard Composting Grant” in the amount of \$13,899.80. The required match is available in the Department’s budget.

Staff requests formal approval by the Board.

# Memo

**TO:** DERON GEOUQUE, COUNTY MANAGER

**FROM:** COLE KIZIAH, RECYCLILNG COORDINATOR

**SUBJECT:** REQUEST TO ACCEPT FUNDS FROM 2020 BACKYARD COMPOSTING GRANT

**CC:** REX BUCK, DONNA WATSON

**DATE:** March 5, 2021

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The Sanitation Department has been awarded and is requesting to accept the grant from the *North Carolina Department of Environmental Quality and Customer Service*, "Backyard Composting Grant". This grant will further advance the organics recycling efforts in Watauga County. By accepting this grant, Watauga County will improve our waste diversion rates and offer the public another commodity to help reduce our local footprint. A copy of Grant Contract No. CW 19554 between North Carolina Department of Environmental Quality and Customer Service and Watauga County is attached to this memo.

**Overall Project Cost: \$13,899.80**

**Total 2020 Backyard Composting Grant Awarded: \$11,140.24**

**County Match: \$2,759.56**

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

GRANTEE'S FEDERAL  
IDENTIFICATION  
NUMBER: \*\*-\*\*\*1816

## North Carolina Department of Environmental Quality Financial Assistance Agreement

This financial assistance agreement is hereby made and entered into this **18<sup>th</sup> day of February 2021**, by and between the **NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY** (the "Department") and **WATAGUA COUNTY** (the "Grantee"<sup>1</sup>).

1. **Audit and Other Reporting Requirements of the Local Government Commission.** If subject to the audit and other reporting requirements of the Local Government Commission pursuant to Article 3 of Chapter 159 of the North Carolina General Statutes (Local Government Budget and Fiscal Control Act), the Grantee understands and agrees that the terms, conditions, restrictions and requirements hereinafter set forth shall only apply to the extent not inconsistent with, or superseded by, the audit and other reporting requirements of the Local Government Commission.
  2. **Contract Documents.** The agreement between the parties consists of this document (the "Contract Cover") and its attachments, which are identified by name as follows:
    - a. State's General Terms and Conditions (Attachment A)
    - b. Department's Request for Proposal ("RFP") (Attachment B)
    - c. Grantee's Response to RFP, including scope of work, line item budget, budget narrative and, *if applicable*, indirect cost documentation (hereinafter referred to generally as the "Award Proposal") (Attachment C)
    - d. Notice of Certain Reporting and Audit Requirements (Attachment D)
    - e. Grantee's Conflict of Interest Policy (Attachment E)
- Together, these documents (the "Contract Documents") constitute the entire agreement between the parties (the "Agreement"), superseding all prior oral or written statements or agreements. Modifications to this Contract Cover or to any other Contract Document may only be made through written amendments processed by the Department's Financial Services Division. Any such written amendment must be duly executed by an authorized representative of each party.
3. **Precedence Among Contract Documents.** In the event of a conflict or inconsistency between or among the Contract Documents, the document with the highest relative precedence shall prevail. This Contract Cover shall have the highest precedence. The order of precedence thereafter shall be determined by the order of documents listed in § 2 above, with the first-listed document having the second-highest precedence and the last-listed document having the lowest precedence. If there are multiple contract amendments, the most recent amendment has the highest precedence and the oldest amendment has the lowest precedence.
  4. **Contract Period.** This Agreement shall be effective from **02/18/2021** to **02/18/2022**, inclusive of those dates.
  5. **Grantee's Duties.** As a condition of the grant award, the Grantee agrees to:
    - a. Undertake and deliver the grant award project, plan or services as described in the Award Proposal (Attachment C), adhering to all budgetary provisions set out therein throughout the course of performance.
    - b. Ensure that all award funds are expended in a manner consistent with the purposes for which they were awarded, as described more fully in the attached Contract Documents.

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<sup>1</sup> The contract documents attached hereto may at times use alternative terms to describe the Grantee. Such terms might include, but are not necessarily limited to, the following (in common or proper form): "recipient," "applicant," or "participant."

- c. Comply with the requirements of 09 NCAC 03M .0101, *et seq.* (Uniform Administration of State Awards of Financial Assistance), including, but not limited to, those provisions relating to audit oversight, access to records, and availability of audit work papers in the possession of any auditor of any recipient of State funding.
- d. Comply with the applicable provisions of Attachment D, Notice of Certain Reporting and Audit Requirements.
- e. Maintain all records related to this Agreement (i) for a period of six (6) years following the date on which this Agreement expires or terminates, or (ii) until all audit exceptions have been resolved, whichever is longer.
- f. Comply with all laws, ordinances, codes, rules, regulations, and licensing requirements applicable to its performance hereunder and/or the conduct of its business generally, including those of Federal, State, and local agencies having jurisdiction and/or authority.
- g. Obtain written approval from the Department's Contract Administrator (see § 14 below) prior to making any subaward or subgrant not already described in the Award Proposal.
- h. Ensure that the terms, conditions, restrictions and requirements of this Contract Cover, including those incorporated by reference to other Contract Documents and/or applicable law, are made applicable to, and binding upon, any subgrantee who receives as a subaward or subgrant any portion of the award funds made available to the Grantee hereunder.
- i. Take reasonable measures to ensure that any subgrantee (i) complies with the terms, conditions, restrictions and requirements set forth in this Contract Cover, including those incorporated by reference to other Contract Documents and/or applicable law, and (ii) provides such information in its possession as may be necessary for the Grantee to comply with such terms, conditions, restrictions and requirements.

**6. Historically Underutilized Businesses.** Historically Underutilized Businesses (HUBs) consist of minority, women and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) of the categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, the Department invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. This includes utilizing subcontractors to perform the required functions in this contract. Any questions concerning NC HUB certification, contact the [North Carolina Office of Historically Underutilized Businesses](#) at (919) 807-2330.

**7. Department's Duties.** The Department shall pay the Grantee in the manner and amounts specified below and in accordance with the approved budget set forth in the Award Proposal.

**8. Total Award Amount.** The total amount of award funds paid by the Department to the Grantee under this Agreement shall not exceed **ELEVEN THOUSAND TWO HUNDRED FIFTY DOLLARS (\$11,250.00)** (the "Total Award Amount"). This amount consists of:

*Funding:*

Type of Funds	Funding Source	CFDA No.
Appropriations	NC General Assembly	NA

*Account Coding Information:*

Dollars	GL Company	GL Account	GL Center
\$11,250.00	1602	536962	6760

*Grantee Matching Information:*

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

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

- c. The Grantee's matching requirement is \$, which shall consist of:

	In-Kind	\$
X	Cash	\$2,250.00
	Cash and In-Kind	\$
	Other / Specify:	\$

- d. The Grantee is committing to an additional \$ to complete the project or services described in the Award Proposal.

Based on the figures above, the total contract amount is **\$13,500.00**.

- 9. Invoice and Payment.** The award funds shall be disbursed to the Grantee in accordance with the following provisions:
  - a. The Grantee shall submit invoices to the Department's Contract Administrator at least quarterly. The final invoice must be received by the Department within forty-five (45) days following the date on which termination or expiration of this Agreement becomes effective. Amended or corrected invoices must be received by the Department's Financial Services Division within six (6) months of such date. Any invoice received thereafter shall be returned without action.
  - b. The Department shall reimburse the Grantee for actual allowable expenditures, with the Department retaining a minimum of ten percent (10%) of the Total Award Amount until all grant-related activities are completed and all reports/deliverables are received and accepted by the Department. As used herein, "allowable expenditures" are expenditures associated with work conducted to meet performance obligations under this Agreement, provided such work is carried out in a manner consistent with the Award Proposal. The Department may withhold payment on invoices when performance goals and expectations have not been met or when the manner of performance is inconsistent with Attachment C.
- 10. Grantee's Fiscal Year.** The Grantee represents that its fiscal year is from July 1 to June 30.
- 11. Availability of Funds.** The Grantee understands and agrees that payment of the sums specified herein shall be subject to, and contingent upon, the allocation and appropriation of funds to the Department for the purposes described in this Agreement.
- 12. Reversion of Unexpended Funds.** The Grantee understands and agrees that any unexpended grant funds shall revert to the Department upon termination of this Agreement.
- 13. Supplantation of Expenditure of Public Funds.** The Grantee understands and agrees that funds received pursuant to this Agreement shall be used only to supplement, not to supplant, the total amount of Federal, State and local public funding that the Grantee would otherwise expend to carry out the project or services described in the Award Proposal.

**14. Contract Administrators.** Each party shall submit notices, questions and correspondence related to this Agreement to the other party's Contract Administrator. The contact information for each party's Contract Administrator is set out below. Either party may change its Contract Administrator and/or the associated contact information by giving timely written notice to the other party.

<b>Grantee Contract Administrator</b>	<b>Department's Contract Administrator</b>
Cole Kiziah, Recycling Coordinator Watauga County Sanitation Department 336 Landfill Road Boone, NC 28607 Telephone: 828-264-5305  Email: cole.kiziah@watgov.org	Emily Burnett NC DEQ DEACS 1639 Mail Service Center Raleigh, NC 27699-1639 Telephone: 919-707-8121  Email: emily.burnett@ncdenr.gov

- 15. Assignment.** The Grantee may not assign its obligations or its rights to receive payment hereunder.
- 16. Procurement.** The Grantee understands and agrees that all procurement activities undertaken in connection with this Agreement shall be subject to the following provisions:
- a. None of the work or services to be performed under this Agreement involving the specialized skill or expertise of the Grantee shall be contracted without prior written approval from the Department.
  - b. In the event the Grantee or any subrecipient of the Grantee contracts for any of the work to be performed hereunder, the Grantee shall not be relieved of any duties or responsibilities herein set forth.
  - c. The Grantee shall not contract with any vendor who is restricted from contracting with the State of North Carolina pursuant to N.C.G.S. §§ 143-133.3, 143-59.1, 143-59.2 or 147.86.60.
- 17. Subawards.** The Grantee understands and agrees that any subaward or subgrant of any portion of the financial assistance provided hereunder shall not relieve the Grantee of any duties or responsibilities herein set forth.
- 18. Title VI and Other Nondiscrimination Requirements.** Throughout the course of its performance hereunder, the Grantee shall comply with all applicable State and Federal laws, regulations, executive orders and policies relating to nondiscrimination, including, but not limited to:

- Title VI of the Civil Rights Act of 1964, as amended;
- Civil Rights Restoration Act of 1987, as amended;
- Section 504 of the Rehabilitation Act of 1973, as amended;
- Age Discrimination Act of 1975, as amended;
- Titles II and III of the Americans with Disabilities Act of 1990, as amended;
- Title IX of the Education Amendments of 1972, as amended;
- Part III of Executive Order No. 11246 (September 24, 1965), as amended; and
- Section 13 of the Federal Water Pollution Control Act Amendments of 1972.

In accordance with the above laws and their implementing regulations, the Grantee agrees to ensure that no person in the United States is, on the basis of race, color, national origin, sex, age or disability, excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity for which the Grantee receives Federal assistance. For purposes of this provision, "program or activity" shall have the meaning ascribed to that term under Federal law (see 42 U.S.C.S. § 2000d-4a).

The Grantee understands and acknowledges that, in addition to itself, any lower-tier recipient of the financial assistance provided hereunder must also comply with the requirements of this section. Accordingly, the Grantee agrees to include a similar provision in any financial assistance agreement made with any lower-tier recipient of such assistance.

- 19. **E-Verify.** To the extent applicable, the Grantee represents that it and each of its subgrantees, contractors and/or subcontractors performing work pursuant to, or in association with, this Agreement are in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes, including, in particular, the requirement that certain employers verify the work authorization of newly hired employees using the Federal E-Verify system.
- 20. **Termination by Mutual Consent.** This Agreement may be terminated by mutual consent of the parties, provided the consent is documented in writing and duly executed by an authorized representative of each party.
- 21. **Survival.** Any provision contained in this or any other Contract Document that contemplates performance or observance subsequent to the termination or expiration of this Agreement shall survive the termination or expiration hereof and continue in full force and effect.
- 22. **Signature Warranty.** The undersigned represent and warrant that they are authorized to bind their principals to the terms and conditions of this Contract Cover and the Agreement generally, including those incorporated by reference to applicable law.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by the duly authorized representative in duplicate originals, one of which is retained by each of the Parties.

**WATAGA COUNTY**

**NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY**

By \_\_\_\_\_  
Grantee's Signature

By \_\_\_\_\_  
Signature of Department Head or Authorized Agent

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

Tommy Kirby, Purchasing Director  
\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Organization

Financial Services Division, Purchasing and Contracts Section  
Division/Section

**ORIGINAL**

## General Terms and Conditions Governmental Entities

### DEFINITIONS

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

- (1) "Agency" (as used in the context of the definitions below) means and includes every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political sub-agency of government. For other purposes in this Contract, "Agency" means the entity identified as one of the parties hereto.
- (2) "Audit" means an examination of records or financial accounts to verify their accuracy.
- (3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.
- (4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.
- (5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and sub-grantee.
- (6) "Fiscal Year" means the annual operating year of the non-State entity.
- (7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.
- (8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.
- (9) "Grant" means financial assistance provided by an agency, grantee, or sub-grantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or sub-grantee during the performance of the grant.
- (10) "Grantee" has the meaning in G.S. 143C-6-23(a)(2): a non-State entity that receives a grant of State funds

from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto. For purposes of this contract, Grantee also includes other State agencies such as universities.

- (11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
- (12) "Non-State Entity" has the meaning in N.C.G.S. 143C-1-1(d)(18): A firm, corporation, partnership, association, county, unit of local government, public authority, or any other person, organization, group, or governmental entity that is not a State agency, department, or institution.
- (13) "Public Authority" has the meaning in N.C.G.S. 159-7(10): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation, (ii) is not subject of the State Budget Act, and (iii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.
- (14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.
- (15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.
- (16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal and State funds maintain their identity as they are sub-granted to other organizations. Pursuant to N.C.G.S. 143C-6-23(a)(1), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.
- (17) "Sub-grantee" has the meaning in G.S. 143C-6-23(a)(4): a non-State entity that receives a grant of State funds from a grantee or from another sub-grantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.

(18) "Unit of Local Government has the meaning in G.S. 159-7(b)(15): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by G.S. 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

### Relationships of the Parties

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

**Subcontracting:** To subcontract work to be performed under this contract which involves the specialized skill or expertise of the Grantee or his employees, the Grantee first obtains prior approval of the Agency Contract Administrator. In the event the Grantee subcontracts for any or all of the services or activities covered by this contract: (a) the Grantee is not relieved of any of the duties and responsibilities provided in this contract; (b) the subcontractor agrees to abide by the standards contained herein or to provide such information as to allow the Grantee to comply with these standards, and; (c) the subcontractor agrees to allow state and federal authorized representatives access to any records pertinent to its role as a subcontractor.

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

**Assignment:** The Grantee may not assign the Grantee's obligations or the Grantee's right to receive payment hereunder. However, upon Grantee's written request approved by the issuing purchasing authority, the Agency may:

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

Such approval and action does not obligate the State to anyone other than the Grantee and the Grantee remains responsible for fulfillment of all contract obligations.

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

third person receiving services or benefits under this Contract is an incidental beneficiary only.

### Indemnity

**Indemnification:** In the event of a claim against either party by a third party arising out of this contract, the party whose actions gave rise to the claim is responsible for the defense of the claim and any resulting liability, provided that a party may not waive the other party's sovereign immunity or similar defenses. The parties agree to consult with each other over the appropriate handling of a claim and, in the event they cannot agree, to consult with the Office of the Attorney General.

**Insurance:** During the term of the contract, the Grantee at its sole cost and expense provides commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Grantee provides and maintains the following coverage and limits:

- (a) **Worker's Compensation:** The Grantee provides and maintains Worker's Compensation insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Grantee's employees who are engaged in any work under this contract. If any work is sublet, the Grantee requires the subgrantee to provide the same coverage for any of his employees engaged in any work under this contract.
- (b) **Commercial General Liability:** General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
- (c) **Automobile:** Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles used in performance of the contract. The minimum combined single limit is \$500,000.00 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist; and \$25,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the Grantee and is of the essence of this contract. The Grantee may meet its requirements of maintaining specified coverage and limits by demonstrating to the Agency that there is in force insurance with equivalent coverage and limits that will offer at least the same protection to the Agency. Grantee obtains insurance that meets all laws of the State of North Carolina. Grantee obtains coverage from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Grantee complies at

all times with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the Grantee do not limit the Grantee's liability and obligations under the contract.

### **Default and Termination**

**Termination by Mutual Consent:** Either party may terminate this agreement upon sixty (60) days notice in writing from the other party. In that event, all finished or unfinished documents and other materials, at the option of the Agency, be submitted to the Agency. If the contract is terminated as provided herein, the Grantee is paid in an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Grantee covered by this agreement; for costs of work performed by subcontractors for the Grantee provided that such subcontracts have been approved as provided herein; or for each full day of services performed where compensation is based on each full day of services performed, less payment of compensation previously made. The Grantee repays to the Agency any compensation the Grantee has received which is in excess of the payment to which he is entitled herein.

**Termination for Cause:** If, through any cause, the Grantee fails to fulfill in timely and proper manner the obligations under this agreement, the Agency thereupon has the right to terminate this contract by giving written notice to the Grantee of such termination and specifying the reason thereof and the effective date thereof. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Grantee, at the option of the Agency, be submitted to the Agency, and the Grantee is entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The Grantee is not relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this agreement, and the Agency may withhold payment to the Grantee for the purpose of set off until such time as the exact amount of damages due the Agency from such breach can be determined.

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

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

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

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

### **Intellectual Property Rights**

**Copyrights and Ownership of Deliverables:** Any and all copyrights resulting from work under this agreement shall belong to the Grantee. The Grantee hereby grants to the North Carolina Department of Environmental Quality a royalty-free, non-exclusive, paid-up license to use, publish and distribute results of work under this agreement for North Carolina State Government purposes only.

### **Compliance with Applicable Laws**

**Compliance with Laws:** The Grantee understands and agrees that it is subject to compliance with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

**Equal Employment Opportunity:** The Grantee understands and agrees that it is subject to compliance with all Federal and State laws relating to equal employment opportunity.

### **Confidentiality**

**Confidentiality:** As authorized by law, the Grantee keeps confidential any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Grantee under this agreement and does not divulge or make them available to any individual or organization without the prior written approval of the Agency. The Grantee acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Contract or without the prior written approval of the Agency.

### **Oversight**

**Access to Persons and Records:** The State Auditor and the using agency's internal auditors shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance). The Contractor shall retain all records for a period of six (6) years

following completion of the contract or until any audits begun during this period are completed and findings resolved, whichever is later.

**Record Retention:** The Grantee may not destroy, purge or dispose of records without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of six (6) years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to Federal policy and regulations, record retention may be longer than six (6) years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has started before expiration of the six (6) year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular six (6) year period described above, whichever is later.

**Time Records:** The GRANTEE will maintain records of the time and effort of each employee receiving compensation from this contract, in accordance with the appropriate OMB circular.

### Miscellaneous

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

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

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

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

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

**Care of Property:** The Grantee agrees that it is responsible for the proper custody and care of any State owned property furnished him for use in connection with the performance of his contract and will reimburse the State for its loss or damage.

Ownership of equipment purchased under this contract rests with the Grantee. Upon approval of the Agency Contract Administrator, such equipment may be retained by the Grantee for the time the Grantee continues to provide services begun under this contract.

**Travel Expenses:** All travel, lodging, and subsistence costs are included in the contract total and no additional payments will be made in excess of the contract amount indicated in above. Contractor must adhere to the travel, lodging and subsistence rates established in the Budget Manual for the State of North Carolina.

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

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

**Recycled Paper:** The Grantee ensures that all publications produced as a result of this contract are printed double-sided on recycled paper.

**Sovereign Immunity:** The Agency does not waive its sovereign immunity by entering into this contract and fully retains all immunities and defenses provided by law with respect to any action based on this contract.

**Gratuities, Kickbacks or Contingency Fee(s):** The parties certify and warrant that no gratuities, kickbacks or contingency fee(s) are paid in connection with this contract, nor are any fees, commissions, gifts or other considerations made contingent upon the award of this contract.

**Lobbying:** The Grantee certifies that it (a) has neither used nor will use any appropriated funds for payments to lobbyist; (b) will disclose the name, address, payment details, and purpose of any agreement with lobbyists whom the Grantee or its sub-tier contractor(s) or sub-grantee(s) will pay with profits or non-appropriated funds on or after December 22, 1989; and (c) will file quarterly updates about the use of lobbyists if material changes occur in their use.

**By Executive Order 24, issued by Governor Perdue, and N.C.**

**G.S. § 133-32:** It is unlawful for any vendor or contractor ( i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Natural and Cultural Resources, Environmental Quality, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

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

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

# Backyard Composting Grant

## REQUEST FOR PROPOSALS

N.C. Department of Environmental Quality  
Division of Environmental Assistance and Customer Service

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The purpose of this grant program is to assist local governments with the promotion and implementation of backyard composting for their residents. DEACS recognizes that backyard composting is a key component of waste reduction and it creates a useful product out of kitchen scraps and yard waste. The Division of Environmental Assistance and Customer Service (DEACS) administers the Backyard Composting Grant through the Solid Waste Management Outreach Program.

With the release of this Request for Proposals (RFP), DEACS is seeking proposals that request grant funding to support food waste reduction through backyard compost. **Proposals will be accepted until 5:00pm on Friday, October 30, 2020.** Applicants should carefully read this entire RFP prior to submitting a proposal. Please address any questions about this grant program to Emily Burnett at (919) 707-8121 or at [emily.burnett@ncdenr.gov](mailto:emily.burnett@ncdenr.gov), or to Matt James at (919) 707-8133 or at [matt.james@ncdenr.gov](mailto:matt.james@ncdenr.gov).

### **Available Funding:**

**Maximum funding:** Local governments can submit grant proposals for a maximum award of \$20,000.

Grant funding will be paid through reimbursements of the grantee's expenditures. Ten percent of the grant award will be withheld until after the grantee submits an approved final report.

### **Cash Match Requirement:**

**Required Cash Match:** Backyard Composting Grant winners must provide a cash match equal to or exceeding 20 percent of the requested grant funding. For example, a grantee requesting a \$10,000 grant must match at least \$2,000 with local funds for a total project cost of \$12,000.

**Calculating Cash Match:** To determine the necessary cash match for any grant project, first determine the total budget associated with the project and then use the following equation:  $\text{total project budget} \div 6 = \text{required cash match}$ .

Distributions from the \$2 per ton Solid Waste Disposal Tax may be used to cover cash match requirements. In-kind contributions will not be accepted in lieu of cash match.

### **Use of Funds and Description of Grant Program:**

Grant funds must be used to promote and develop food waste reduction through backyard composting. Backyard composting is defined as creating usable soil amendment from yard and food waste at a place of residence.

### **Examples of Grant Projects:**

- Purchase and distribute backyard composting bins (e.g. Earth Machine, Enviro World, Geobin, etc.) for residents to create usable soil amendment from yard and food waste
- Purchase and distribute kitchen totes for residents to store and carry food waste to their compost bin
- Purchase and distribute vermicompost bins for residents to use indoors
- Distribute backyard composting outreach and education material
- Host backyard compost workshops

If awarded a grant for containers, grantees must give the compost bins or kitchen totes away to their residents on a one bin per household basis. The bins must be given away at no charge or at a reduced cost to customers. They can be delivered or picked up by residents. The local government should determine a method to advertise the bin give-away or sale and include that in the grant proposal. Some form of education material should be distributed with the bins.

Applicants are encouraged to use the DEACS-created backyard compost education materials (see examples here: <https://deq.nc.gov/conservation/recycling/general-recycling-information/outreach-materials>). These materials can be printed and distributed to inform residents what to put in their composter and how to maintain their compost pile. Applicants can apply for funding to help cover the cost of printing or distributing these materials.

**Eligible Entities:**

North Carolina local governments, defined as counties, municipalities, councils of governments and solid waste authorities in North Carolina, are eligible to apply for funding from the Backyard Composting Grant Program. Applicants must have space to store and distribute the compost bins.

**Contract Period:**

The contract period for this grant is one year. The grantee must make a good faith effort to give away all the backyard compost bins within the contract period. The applicant must also expend the grant funds and submit a final report within the contract period unless the time is extended by written agreement between the applicant and the N.C. Department of Environmental Quality. Requests for no-cost time extensions must be submitted to the DEACS staff contact at least 30 days prior to the contract expiration date. Funds not expended by the end of the contract period will be forfeited.

**How to Submit Proposals:**

**One electronic copy** of the proposal must be submitted. Receipt of all acceptable proposals will be acknowledged by e-mail. Submit electronic documents to Emily Burnett at [emily.burnett@ncdenr.gov](mailto:emily.burnett@ncdenr.gov). Please submit electronic versions as Microsoft Word (preferred) or Adobe (PDF) attachments.

**Proposals will be accepted until 5:00pm on Friday, October 30, 2020.** Proposals will be evaluated in the order that they are received and awards will be made for winning proposals on a rolling basis while funding remains available. Any proposal received after October 30<sup>th</sup> will not be considered for funding.

**Required Proposal Format:**

The following list describes what applicants must include in their proposal for their application to be considered complete. Proposals that fail to provide all the required information will be deemed inadequate and not considered for funding:

- Project Title
- Applicant Contact Information: to include the following:
  - ✓ Name and title of main contact
  - ✓ Organization
  - ✓ Address
  - ✓ Phone number
  - ✓ E-mail address
- Date of Proposal Submittal

- Project Description: Detailed description of proposed grant project including:
  - ✓ What does the grantee plan to buy?
  - ✓ What is the projected waste reduction impact?
  - ✓ How many households will be involved?
  
- Requirements for container or bin grant proposals:
  - ✓ How many compost bins or kitchen totes will the grantee buy?
  - ✓ What brand or model of bins or totes will the grantee buy?
  - ✓ What is the grantee's strategy for advertising the bin give-away or sale? If bins or totes are sold at a reduced cost, what will the price be?
  - ✓ Where will the bins be stored by the grantee before they are distributed?
  - ✓ How will the bins be distributed?
  - ✓ How will the grantee verify that one bin is given per interested household?
  - ✓ What compost education materials will be provided?
  
- Requirements for compost outreach and education proposals:
  - ✓ Applicants must indicate if they plan to create their own compost education materials or if they plan to use the DEACS compost education materials.
  - ✓ If the applicant plans to create their own educational materials, please provide an example.
  - ✓ How will the materials be distributed to residents?
  
- Requirements for backyard composting workshop proposals:
  - ✓ Describe details of the workshop plan
  - ✓ Who will lead the workshop?
  - ✓ What materials will be used?
  - ✓ Will bins be given out in conjunction with the workshop?
  
- Project Timeline: Bulleted list showing project milestones and general implementation dates (note: project must be complete in one year).
  
- Project Budget: to include the following:
  - ✓ Itemized intended expenditures
  - ✓ Funds requested from the state
  - ✓ Matching funds from the applicant
  - ✓ Quote(s) for compost bins or kitchen totes; other project element costs can be estimated

### **Grant Selection Process:**

A selection committee will use the pre-established criteria to rank proposals and make award decisions. Applicants must score well in these criteria to receive a grant award:

1. **Planning (0-25 points)**: Did the Project Description include all necessary elements as outlined in the Required Proposal Format? Is the proposal well thought out, well researched, and backed by valid facts and assumptions? Does the applicant have a plan for the storage and distribution of the grant items? Will the applicant be able to ensure that giveaways or sales are limited to one bin or tote per household?
2. **Outreach and Education Strategy (0-25 points)**: How will the applicant promote backyard composting and advertise the bin giveaway or sale? What compost education materials will be used and how will the applicant distribute these materials to residents?

3. **Waste Reduction Impact (0-25 points):** Will the project contribute substantially toward reduction of the local waste stream? How many households will be affected by the project?
4. **Cost-effectiveness (0-25 points):** Will the project provide a valuable service that is worth the investment? Will residents have the knowledge to successfully use the grant items long-term?

**If A Proposal is Selected for Funding:**

If an applicant is chosen to receive funding, DEACS will notify the applicant with a formal offer by e-mail. The applicant must accept or decline the offer. The following will occur once the offer of grant funding is accepted:

- DEACS may work with applicants to revise initially submitted proposals before entering into a grant contract. Any changes to initial proposals must be approved by DEACS and the applicant and the resultant final proposal will become an attachment to the grant contract.
- DEACS may award grant amounts lower than the original request. For any amount awarded, grantees must still provide the required cash match as explained in the Cash Match Requirement section.
- Successful applicants will be required to register with the state's e-procurement system using the same address provided in the applicant's proposal. To register in the state's e-procurement system please visit the following link: <http://eprocurement.nc.gov/>.
- DEACS will submit a request through the DEQ contract processing system for a grant contract. Grantees must act to execute the resultant grant contract without excessive delay.

**Conditions on Submittals:**

- **ONLY ONE PROPOSAL PER ELIGIBLE ENTITY WILL BE ACCEPTED.** Grant proposals may combine funding requests for multiple project elements into one proposal. The available funding limits still apply and total request may not exceed the grant award amounts noted in the Available Funding section.
- All applicants selected for funding will undergo a compliance review to ensure that they do not have an outstanding Notice of Violation (NOV) related to North Carolina solid waste statutes and rules. Any outstanding NOV's must be corrected to the satisfaction of the N.C. Division of Waste Management (DWM) prior to any grant being awarded. Applicants with outstanding NOV's are responsible for providing DEACS with information from DWM indicating that the community is in compliance and that the NOV's have been corrected before a grant contract can be initiated.
- Applications will not be accepted from local governments that have not submitted the required Solid Waste and Materials Management Annual Report for the most recent fiscal year.

## Backyard Composting Grant

*-Proposal-*

### Watauga County Sanitation Department

#### Backyard Compost Bins

**Contact Information:** Cole Kiziah  
Recycling Coordinator  
Watauga County Sanitation Department  
336 Landfill Road  
828.264.5305  
828.264.1702  
[Cole.kiziah@watgov.org](mailto:Cole.kiziah@watgov.org)

**Date Proposal Submitted:** October 30, 2020

#### **Project Description:**

Watauga County Sanitation Department seeks to reach out to the citizens of the county by offering an alternative recycling program. The county will purchase 150, Enviro World FreeGarden EARTH Compost Bins, to offer residents at no cost. The Enviro World FreeGarden EARTH Compost Bin is a medium sized (82 gallon) compost bin that offers a twist locking lid keeping pest and animals out. It features a single-unit body offering no difficulty to assemble and a rigid design constructed 100% from recycled material. Along with the compost bins, each household that request a compost bin will receive an informative magnet listing compostable and non-compostable items. This will be advertised at our ten convenient sites and at the transfer station/recycling center. The Compost Bins will be stored at the recycling center and available for county residents to pick up during hours of operation. There will be a sign-up sheet for participates at the recycling center requiring name and address to ensure only one bin will be given per household. The Enviro World FreeGarden EARTH Compost Bin will offer an on-going service that will divert organic materials from the landfill for years to come. The average household in Watauga County disposes 1.64 tons (3,280lbs) of waste annually. Based on EPA estimates, 14.6% of each household's total waste is derived from food scraps; the average home throws away 479lbs a year. A recent Appalachian State University study estimates the county collects 6,000 ton of food waste per year. With this project's efforts, the county will divert 95,776lbs annually. This project will enhance the county's recycling efforts while creating a new diversion stream at virtually no cost to the County. Since members will be able to recycle organic waste at home, there will be less frequent visits to the convenient centers, reducing carbon emissions not only from personal vehicles but also from trash

haulers. Participants will watch the fascinating transformation of food scraps into 100% organic, nutrient rich material.

**Project Timeline:**

- March 2021: Purchase (150x) Enviro World FreeGarden EARTH Compost Bin and informative compost magnet (150x)
- January 2022: Submit final report to DEACS

**Project Timeline:**

- March: Purchase (150x) Enviro World FreeGarden EARTH Compost Bin
- March: Order informative compost magnets (150x)
- March: Seminar to the public, free of charge, explaining the concept and benefits of composting and how to initiate an efficient backyard compost project at one’s home
- March: Announce to the public 75 compost bins will be available as a first come first serve
- June: Offer a second seminar to the public, free of charge, explaining the concept and benefits and how to initiate an efficient backyard compost project at one’s home.
- June: Another announcement to the public offering the final 75 compost bins, first come first serve

**Project Budget:**

LINE ITEM	STATE GRANT AWARD	APPLICANT CASH MATCH	PROJECT TOTAL
Enviro World FreeGarden EARTH Compost Bin (150x)			\$13,000.00
Informative Magnet (150x)			\$500.00
Total	\$11,250.00	\$2,250.00*	\$13,500.00

\*Cash match will be paid by Watauga County. Items purchased will be planned for 2020/2021 budget.

## Notice of Certain Reporting and Audit Requirements

A recipient or subrecipient shall comply with the all rules and reporting requirements established by statute or administrative rules found in 09 NCAC Subchapter 3M. For convenience, the requirements of 09 NCAC Subchapter 3M.0205 are set forth in this Attachment.

### Reporting Thresholds.

There are three reporting thresholds established for recipients and subrecipients receiving State awards of financial assistance. The reporting thresholds are:

- (1) Less than \$25,000 – A recipient or subrecipient that receives, hold, uses, or expends State financial assistance in an amount less than twenty-five thousand dollars (\$25,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
  - (A) A certification that State financial assistance received or held was used for the purposes for which it was awarded; and
  - (B) An accounting of all State financial assistance received, held, used, or expended.
- (2) \$25,000 up to \$500,000 -A recipient or subrecipient that receives, holds uses, or expends State financial assistance in an amount of at least twenty-five thousand (\$25,000) but less than five hundred thousand dollars (\$500,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
  - (A) A certification that State financial assistance received or held was used for the purposes for which it was awarded; and
  - (B) An accounting of all State financial assistance received, held, used, or expended.
  - (C) A description of activities and accomplishments undertaken by the recipient, including reporting on any performance measures established in the contract.
- (3) Greater than \$500,000 – A recipient or subrecipient that receives, holds, uses, or expends State financial assistance in the amount equal to or greater than five hundred thousand dollars (\$500,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
  - (A) A certification that State financial assistance received or held was used for the purposes for which it was awarded; and
  - (B) An accounting of all State financial assistance received, held, used, or expended.
  - (C) A description of activities and accomplishments undertaken by the recipient, including reporting on any performance measures established in the contract.
  - (D) A single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book.

### Other Provisions:

1. All reports shall be filed with the disbursing agency in the format and method specified by the agency no later than three (3) months after the end of the recipient's fiscal year, unless the same information is already required through more frequent reporting. Audits must be provided to the funding agency no later than nine (9) months after the end of the recipient's fiscal year.
2. Unless prohibited by law, the costs of audits made in accordance with the provisions of 09 NCAC 03M .0205 shall be allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in the Code of Federal Regulations, 2CFR Part 200. The cost of any audit not conducted in accordance with this Subchapter shall not be charged to State awards.
3. Notwithstanding the provisions of 09 NCAC 03M .0205, a recipient may satisfy the reporting requirements of Part (3)(D) of this Rule by submitting a copy of the report required under the federal law with respect to the same funds.
4. Agency-established reporting requirements to meet the standards set forth in this Subchapter shall be specified in each recipient's contract.



**WATAUGA COUNTY DEPARTMENT OF SANITATION**

336 Landfill Road

Boone, North Carolina 28607

(T) 828-264-5305

(F) 828-264-1702

This Policy is to be placed on your organization's letterhead before resubmitting to DEQ.

**Instructions:** This policy should address situations in which any of grantee's members or employees may directly or indirectly benefit from the grantee's disbursing of State funds, and should include actions to be taken by the grantee or the individual, or both, to avoid conflicts of interest and the appearance of impropriety.

This document is intended as an aid to assist governmental and non-State entities in establishing conflict of interest policies. It is not intended to be used verbatim, but rather to serve as a template for organizations as they craft their individual conflict of interest policy. This nongovernmental entity example includes definitions of what is considered unacceptable, and the consequences of any breaches thereof. Each organization that chooses to use this template should take care to make changes that reflect the individual organization.

Governmental entities may utilize this as an example, but will need to modify the document to be applicable to their status as a governmental entity.

## **CONFLICT OF INTEREST POLICY**

### **Conflict of Interest Defined:**

A conflict of interest is defined as an actual or perceived interest by a (Staff Member/Board Member) in an action that results in, or has the appearance of resulting in, personal, organizational, or professional gain. A conflict of interest occurs when an Employee/Board Member has a direct or fiduciary interest in another relationship. A conflict of interest could include:

- Ownership with a member of the Board of Directors/Trustees or an Employee where one or the other has supervisory authority over the other or with a client who receives services.
- Employment of or by a member of the Board of Directors/Trustees or an Employee where one or the other has supervisory authority over the other or with a client who receives services.
- Contractual relationship with a member of the Board of Directors/Trustees or an Employee where one or the other has supervisory authority over the other or with a client who receives services.
- Creditor or debtor to a member of the Board of Directors/Trustees or an Employee where one or the other has supervisory authority over the other or with a client who receives services.



**WATAUGA COUNTY DEPARTMENT OF SANITATION**

336 Landfill Road

Boone, North Carolina 28607

(T) 828-264-5305

(F) 828-264-1702

- Consultative or consumer relationship with a member of the Board of Directors/Trustees or an Employee where one or the other has supervisory authority over the other or with a client who receives services.

The definition of conflict of interest includes any bias or the appearance of bias in a decision making process that would reflect a dual role played by a member of the organization or group. An example, for instance, might involve a person who is an Employee and a Board Member, or a person who is an employee and who hires family members as consultants.

**Employee Responsibilities:**

It is in the interest of the organization, individual staff, and Board Members to strengthen trust and confidence in each other, to expedite resolution of problems, to mitigate the effect and to minimize organizational and individual stress that can be caused by a conflict of interest.

Employees are to avoid any conflict of interest, even the appearance of a conflict of interest. This organization serves the community as a whole rather than only serving a special interest group. The appearance of a conflict of interest can cause embarrassment to the organization and jeopardize the credibility of the organization. Any conflict of interest, potential conflict of interest or the appearance of a conflict of interest is to be reported to your supervisor immediately. Employees are to maintain independence and objectivity with clients, the community, and organization. Employees are called to maintain a sense of fairness, civility, ethics, and personal integrity even though law, regulation, or custom does not require them.

**Acceptance of Gifts:**

Employees, members of employee's immediate family, and members of the Board are prohibited from accepting gifts, money or gratuities from the following:

- a. Persons receiving benefits or services from the organization;
- b. Any person or organization performing or seeking to perform services under contract with the organization;
- c. Persons who are otherwise in a position to benefit from the actions of any employee of the organization.

Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If the employee is acting in any official capacity, honoraria received by an employee in connection with activities relating to employment with the organization are to be paid to the organization.

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**AGENDA ITEM 12:**

**EMERGENCY SERVICES MATTERS**

*A. Proposed 911 Phone Maintenance Contract Renewal*

**MANAGER'S COMMENTS:**

Mr. Holt will request the Board renew the contract with Mobile Communications America in the amount of \$60,746. The contract is for the County's 911 phone system maintenance. Funds are provided from the 911 surcharge.

Board approval is required to renew the 911 phone system maintenance contract with Mobile Communications America.



# 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**

March 2, 2021

**To:** Board of Commissioners

**CC:** Deron Geouque, County Manager  
Misty Watson, Finance Director  
Anita Fogle, Clerk to the Board

**Subject:** Communications Maintenance Contract Renewal

Board of Commissioners,

Please consider my request for \$60,746 for the renewal of the 911 phone maintenance contract with Mobile Communications America. This contract covers the maintenance agreement for the 911 phone system. This is a renewal of the current contract and funds are available for this purpose.

Respectfully,

Will Holt  
ES Director



1-800-346-5525

SERVICE AGREEMENT



Motorola Authorized Service Station

4800 Reagan Dr.
Charlotte, NC 28206

(PLEASE PRINT)

DATE: 9-Feb-21

CUSTOMER/AGREEMENT NUMBER

CUSTOMER NAME: Watauga County

SERVICE LOCATION

ATTN: Will Holt

CUSTOMER #:

BILLING ADDRESS: 184 Hodges Gap Rd.

Dept.

CITY / STATE / ZIP: Boone NC 28607

CUSTOMER CONTACT: Will Holt

CONTRACT START DATE: 3/7/2021

AUTOMATIC RENEWAL: YES NO

EXPIRATION DATE: 3/6/2022

CUSTOMER PHONE #'s: 828 264-3761
Fax # - 828 265-7617

WHEN THIS AGREEMENT IS ACCEPTED BY MOBILE COMM. THE EQUIPMENT ON THE CUSTOMER/AGREEMENT ORDER REFERENCED ABOVE WILL BE SERVICED BY MOBILE COMM. IN ACCORDANCE WITH THE TERMS AND CONDITIONS PRINTED ON THE REVERSE SIDE.

OFFICE USE ONLY
SERVICE MGT APPROVAL
FIN
LO
PR

Table with columns: QTY, DESCRIPTION & SERIAL NUMBERS, TYPE OF SERVICE (CUSTOMER LOCATION, SERVICE CENTER, 24 Hour EMERG. \*), MONTHLY SVC AMOUNT (PER UNIT, EXTENDED). Rows include Geo-Diverse Vesta 911 System, Call Taker Workstations, CommandPost Unit, Spare Parts, Spectracom Netclocks, Tripplite UPS, Airbus Software Support, and Airbus 24x7 Remote Monitoring.

SPECIAL INSTRUCTIONS:
7x24 Emergency Callout service on fixed Equipment.
UPS coverage does not include replacement batteries.
For Service Call SERVICE CENTER:
Charlotte, NC
Mobile Communications
4800 Reagan Dr.
Charlotte, NC 28206
704 597 5220, Fax 597-5497
Toll Free 1-800-346-5525

NEW AGREEMENT SUPERSEDE AGREEMENT NUMBER(S): 1060

ADDITIONAL TERMS, DEFINITIONS AND CONDITIONS OF THIS SERVICE AGREEMENT ARE PRINTED ON THE REVERSE SIDE.

AUTHORIZED CUSTOMER SIGNATURE/P.O. # TITLE DATE

IS P.O. REQUIRED? YES ATTACHED P.O. #

NO

Bruce Williams
336-324-3627
Fax 888-412-6139

MOBILE COMM. SALES/SERVICE REP (SIGNATURE) TELEPHONE #

SA FORM 197

PAYMENT CYCLE:

TAX EXEMPT:

- ANNUALLY
QUARTERLY
MONTHLY
OTHER (SPECIFY IN SPECIAL INSTRUCTIONS)

- YES, ATTACH EXEMPT CERTIFICATE
NO

Summary table with rows: TOTAL PER MONTH (\$5,062.19), TAXES Term, TOTAL (\$60,746.28). Includes note: THE ABOVE SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS, TO BE VERIFIED BY MOBILE COMM.

1. **DEFINITIONS.** "MCA" shall mean Mobile Communications America, Inc.; "Customer" shall mean the Customer names in the Agreement; and "Product" shall collectively mean the Equipment and Software which MCA and Customer agree to be serviced pursuant to this Service Agreement. Such Product is listed on the front of this Agreement.
2. **ACCEPTANCE.** The terms and conditions set forth on the front and reverse side of this Agreement is an offer to purchase Service by Customer which shall become a Service Agreement when acknowledged in writing by MCA's Service Department; and the banking, negotiation or other use of any payment shall not constitute an acceptance by MCA. It is agreed that Service shall be provided only on the terms and conditions contained in this Agreement. MCA shall not be bound by terms and conditions in Customer's purchase order or elsewhere unless expressly agreed to on writing. Upon acceptance by MCA's Service Department, MCA's interest in the Agreement is assigned to Mobile Communications America, Inc.
3. **SERVICE DEFINED**
  - a. MCA agrees to provide service for the Customer for the Product listed on the front side of this Agreement. Such Product shall be serviced according to the terms and conditions on the front and reverse side of this Agreement ("Service"). The Service shall begin and end on the dates set forth on the front side of this Agreement. MCA shall also Service other Product purchased by Customer during the term of this Agreement on the same terms and conditions set forth in this Agreement at then current service fees for such Product. Upon delivery of such other Product to Customer, service fees for Service on such other Product shall be added to the billing cycle following the expiration of the labor warranty on such other Product. In the event of loss, damage, theft, or removal from Service of any Product, Customer shall immediately report the loss, damage, theft or removal in writing to MCA. In this event, Customer's obligation to pay service fees with respect to any such Product shall terminate at the end of the month in which MCA receives such written report.
  - b. Mobile Product shall be removed and reinstalled in different vehicles at Customer's request for the service fee in effect at the time of the Customer's request.
  - c. This Agreement does not include service of any transmission line, antenna, tower or tower lighting, unless such work is described on the front of the Agreement. Service shall include the labor and parts required to repair Product which has become defective through normal wear and usage. This does not include consumables and the Installation. Service does not include the repair or replacement of Product which has otherwise become defective, including, but not limited to, damage caused by accidents, physical or electronic abuse or misuse, acts of God, fires or other casualty. Service performed for non-covered repairs shall be billed at MCA's above contract rate applicable for such Service. Product under contract must be maintained in environmental conditions as set forth in the product specifications and damage resulting from environmental conditions not conforming to the specifications is not covered by this Agreement.
  - d. Where telephone lines and Product are used in conjunction with MCA maintained Product, MCA shall have no obligations or responsibility for such telephone lines or Product but shall, upon request, assist the Telephone Company in repairing such upon payment at the appropriate above contract rate.
  - e. Customer shall indicate on the front side of this Agreement any Product which is intrinsically safe so that appropriate parts and procedures may be used to maintain such status.
  - f. At the expiration of twelve (12) months after the commencement of Service hereunder (or any time thereafter), if Product cannot in MCA's opinion be properly or economically repaired, because (but not limited to) excessive wear, deterioration or unavailability of parts, MCA, at its sole option, upon thirty (30) days prior written notice to customer sent by certified mail, may either: (1) remove such Product from this Agreement; or may increase the price to Service such Product. Customer shall have (30) days from receipt of notice of price increase to object to such increase. If Customer properly objects to such increase MCA shall then have the option to remove such Product from coverage by the Agreement. Customer's obligation to pay Service fees with respect to Product removed from this Agreement shall terminate at the end of the month during which such Product is removed.
4. **SERVICE STANDARDS.** The Product shall be serviced by MCA in accordance with the following standards: (i) MCA part or parts of equal quality shall be used; (ii) the Products shall be serviced at levels set forth in MCA's product manuals; and (iii) routine service procedures prescribed from time to time by MCA for its Product shall be followed.
5. **TIME AND PLACE OF SERVICE.**
  - a. Service shall be done at the location specified on the front side of this Agreement. Where Service is to be performed at the location of the Product, Customer shall furnish shelter, heat, light and power at these locations. Customer shall notify MCA immediately of Product failure, allow MCA full and free access to the Product, and cooperate fully with MCA in MCA's servicing of the Product. Waiver of liability by MCA against Customer or other restrictions shall not be imposed by Customer as a site access requirement. Customer shall allow MCA full and free access to the Product. Customer shall allow MCA to use necessary machines, communications, facilities, features and other product (except as normally supplied by MCA) at not charge. Mobiles and removable Product shall be delivered by Customer to the MCA Service Center indicated on the front side of this Agreement.
  - b. Hours of Service under this Agreement shall be the normal working hours, excluding holidays, or MCA's Service Center unless otherwise indicated on the front side of this Agreement.
6. **PAYMENT/TAXES.** On or about the date each payment is due as set forth on the front side of this Agreement; MCA shall send Customer an invoice covering the Service fees for the next Payment Period. All other charges shall be billed monthly and the Customer shall pay the amount of each invoice within ten (10) days of its date to MCA office designated by MCA. Each invoice shall be due and payable whether or not the Product is operating and MCA may terminate this Agreement by giving Customer ten (10) days notice by certified mail if Customer defaults in its payment to MCA. Customer shall reimburse MCA for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments now or hereafter imposed by authority of any Federal, State, or Local law, rule or regulation with respect to the Service of the Product except Federal income and profit taxes of MCA and income and franchise taxes of MCA.
7. **RIGHT TO SUBCONTRACT.** MCA shall have the right to subcontract in whole or in part the Service called for by this Agreement. MCA shall notify Customer of the name and address of each subcontractor.
8. **REVISION OF FEES.** Prior to the anniversary of the "Expiration Date" indicated on the front side of this Agreement, MCA may revise the Service fees set forth on the front side of this Agreement by giving Customer written notice of the amount of the increase at least sixty (60) days in advance of the Anniversary date. Upon receipt of any such notice, Customer may terminate this Agreement on the Expiration Date or any Anniversary of it upon thirty (30) days prior written notice to MCA sent by certified mail to the address indicated in this Agreement; otherwise the new fees shall become effective on the Anniversary date. In the event of such termination, all accrued and unpaid charges shall be due and payable immediately upon termination.
9. **AUTOMATIC RENEWAL.** After the Expiration Date indicated on the front side of this Agreement shall continue for successive additional periods of one year, provided that either MCA or Customer may terminate this Agreement on the Expiration Date or Anniversary of it upon thirty (30) days prior written notice to the other party sent by certified mail to the address indicated in this Agreement.
10. **INTERRUPTION OF SERVICE.** Customer shall notify the servicing agency in the event of the failure of any Product. If the servicing agency fails to repair the Product within a reasonable time, Customer shall notify the MCA office designated by MCA. After said notice from Customer to the servicing agency and to the MCA office designated by MCA. MCA shall be liable for any interruption or interference affecting the use of transmission through the Product maintained to the extent of a pro rate allowance based on the monthly service fee for the time such interruption or interference is attributable to the fault of MCA or its subcontractor. MCA does not assume and shall have no liability under this Agreement for failure to provide or delay in providing service for the Product due directly or indirectly to causes beyond the control of MCA, including, but not restricted to, acts of God, acts of public enemy, acts of the United States, any State, Territory of the United States, or any political subdivision of the foregoing, or the District of Columbia, acts of failure to act of the Customer, its agents, employees or subcontractors, fires, floods, casualty, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather conditions or defaults of MCA subcontractors due to any such causes.
11. **WARRANTY LIMITATIONS. EXCEPT AS SPECIFIED IN THIS AGREEMENT, MCA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL MCA BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW.**
12. **FCC AND OTHER GOVERNMENT MATTERS.** Although MCA may assist in preparation of the FCC license application, Customer is solely responsible for obtaining any licenses or other authorizations required by the Federal Communications Commission ("FCC") or any Federal, State, or Local governmental agency. Customer is solely responsible for complying with the applicable FCC rules and regulations and the applicable rules and regulations of any other Federal, State, or Local governmental agency. Neither MCA or any of its employees is an agent of Customer in FCC or other governmental matters. MCA, however, may assist in preparation of the FCC license application at no charge to Customer.
13. **ENTIRE AGREEMENT.** Customer acknowledges that it has read and understands the terms and conditions of the Agreement and agrees to be bound by them, that it is the complete and conclusive statement of the Agreement between the parties and that this Agreement sets forth the entire agreement and understanding between the parties relating to the subject matter hereof and all understandings and agreements, oral and written, heretofore made between MCA and Customer, are merged in this Agreement which alone fully and Completely expresses their agreement.
14. **AMENDMENT.** No modification of or additions to this Agreement shall be binding upon MCA unless such modification is in writing and signed by the MCA Division Service Vice President authorized to make such revisions and authorized agent of Customer.
15. **VALIDITY.** If any term or provision of this Agreement shall to any extent be held by a court or other tribunal to be invalid, void, or unenforceable, then that term or provision shall be inoperative and avoid insofar as it is in conflict with law, but the remaining terms and provisions of the Agreement shall nevertheless continue in full force and effect and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid, void, or unenforceable.
16. **HEADINGS.** Section and paragraph headings used in this Agreement are for convenience only and are not to be deemed or construed to be part of this agreement.
17. **LAW. THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES SHALL BE GOVERNED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NORTH CAROLINA.**
18. **ASSIGNMENT.** No assignment or transfer, in whole or in part, of this Agreement by Customer shall be binding upon MCA without its prior Written consent.
19. **WAIVER.** Failure or delay on the part of MCA or Customer to exercise any right, power or privilege under this Agreement shall not operate as a waiver of any right, power, or privilege of this Agreement.
20. **TIME TO SUE.** Except for money due upon an open account, no action shall be brought for any breach of this Agreement more than two (2) years after the accrual of such cause of action except where a shorter limitation period is provided by applicable law.
21. **AUTOMATIC RENEWAL.** After the Expiration Date indicated on the front side of this Agreement, this Agreement shall continue for successive additional periods of one year, provided that either MCA or Customer may terminate this Agreement upon thirty (30) days written notice to the other party prior to the Expiration Date or thirty(30) days written notice to the other party prior to the Expiration Date's anniversary during any one year renewal period.

**NOTE:**

**DIRECT INQUIRES ABOUT THIS AGREEMENT TO YOUR LOCAL MOBILE COMMUNICATIONS AMERICA OFFICE AT 4800 NORTH I-85, CHARLOTTE, NC 28206 OR 315 KITTY HAWK DRIVE, MORRISVILLE NC 27560**

**AGENDA ITEM 12:**

**EMERGENCY SERVICES MATTERS**

***B. Proposed Radio Systems Maintenance Contract Renewal***

**MANAGER'S COMMENTS:**

Mr. Will Holt, Emergency Services Director, will request the renewal of three maintenance contracts totaling \$37,866 with Mobile Communications America. The first contract is for console infrastructure equipment, the second is fixed infrastructure equipment, and the third is mobile radios. Adequate funds have been budgeted to cover the expense.

Board approval is required to approve the three (3) contracts with Mobile Communications America in the amount of \$37,866.



# 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***

March 2, 2021

**To:** Board of Commissioners

**CC:** Deron Geouque, County Manager  
Misty Watson, Finance Director  
Anita Fogle, Clerk to the Board

**Subject:** Communications Maintenance Contract Renewal

Board of Commissioners,

Please consider my request for \$37,866 for the renewal of three maintenance contracts with Mobile Communications America. This contract covers the maintenance agreement for all of our radio systems in the communications center, at each tower site, and mobile equipment. This is a renewal of the current contract and funds are available for this purpose.

Respectfully,

Will Holt  
ES Director



### COMMUNICATIONS EQUIPMENT MAINTENANCE SERVICE AGREEMENT

This Agreement is entered into on 7/1/2021 between Mobile Communications America with principal offices at Charlotte (hereafter "Mobile Communications America") and; (the "Customer")  
Watauga County

This Agreement is an offer to purchase service by the customer and applies to maintenance service, parts and labor for the equipment and/or systems as described in Attachment A. Mobile Communications America agrees to maintain the equipment under the terms and conditions described in this Agreement. Beginning on the effective date of this Agreement, Mobile Communications America agrees to provide maintenance service to keep covered equipment in good working order.

#### Payment Terms:

In consideration of the maintenance service provided, the customer agrees to pay to Mobile Communications America \$537.50 per month, \$6,450.00 annually (*State/Local taxes NOT included*). The customer will pay on a Annual basis. This service agreement will expire on: 6/30/2022. This agreement will auto renew upon the expiration date.

Once the agreement is accepted, services may be added or adjusted but may not be reduced below the initial payment terms agreement upon when executed.

By signing this Agreement, Customer agrees to accept maintenance service for the listed equipment according to all specified terms and conditions of the Agreement. Customer also agrees to provide full, free and safe access to the equipment and/or systems covered by this Agreement. The amounts noted above are due and payable within thirty (30) days of the Effective Date. This Agreement is valid only if signed by an authorized representative or officer of Mobile Communications America.

The additional terms and conditions attached to this Agreement are part of this Agreement. This Agreement is the complete understanding between Mobile Communications America and Customer superseding all prior proposals or agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement. Customer agrees that no other representations have been made relative to this Agreement, except that which is expressed in writing herein. The Customer acknowledges that the Customer has read this entire Agreement, understands it, and agrees to be bound by its terms and conditions.

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

By: \_\_\_\_\_  
Mobile Communications America

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

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

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

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



#### Terms And Conditions

**TERM AND ACCEPTANCE:** THIS AGREEMENT SHALL BECOME BINDING UPON THE PARTIES WHEN ACKNOWLEDGED IN WRITING BY THE AUTHORIZED REPRESENTATIVE OF THE CUSTOMER AND MCA. It is agreed that service shall be provided only upon the terms included in this Agreement. MCA shall not be bound by terms within the Customer's purchase order or in any other document provided by Customer and provision of services to Customer does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend this Agreement.

**GENERAL PROVISIONS:** MCA agrees to provide services for the Customer for the Equipment. Services provided hereunder do not assure uninterrupted operation of the Equipment or service and MCA is not responsible for failure to render covered service due to causes beyond its control.

**NORMAL WORKING HOURS:** Normal working hours shall be from 8:00 AM to 5:00 PM, Monday through Friday, except holidays.

**SERVICE:** MCA will perform such repairs as may be required to restore Equipment to their normal operating level, provided that such repairs are necessitated by the failure of the Equipment due to normal usage. Non-fixed Equipment shall be serviced at an MCA shop during normal working hours. This Agreement will not cover service call(s) required to resolve a covered malfunction of the Equipment. Travel charges and expenses incurred by MCA at the request of the Customer to resolve a malfunction of the Equipment that is not covered under this Agreement shall be billable to the Customer at current MCA rates. For emergency service or other service performed at Customer's request outside of normal working hours, for equipment not covered under this Agreement or for Equipment whose failure was due to causes not considered to be "normal usage," Customer will be billed for the service at the then current MCA rates for each occurrence.

**ENHANCED SERVICE OPTION:** If Customer has elected to purchase the Enhanced Service Option, emergency service is included at no additional charge per occurrence, provided that all other terms of this Agreement are satisfied. Emergency service is provided 24 hours per day, seven days per week. Customers not electing the Enhanced Service Option shall pay an additional charge for emergency service rendered at current MCA rates for each occurrence.

**REPLACEMENT PARTS:** MCA will replace parts and components of the Equipment on an exchange basis when failure is due to the normal and proper use of the Equipment. Parts replaced during maintenance service become the property of MCA.

**PREVENTIVE MAINTENANCE:** MCA will inspect the Equipment and make such repairs, adjustments, and replacements of parts and components as may be necessary to maintain the Equipment in normal operating condition provided that such services and maintenance are necessitated by normal usage of the Equipment. Inspections and preventive maintenance service will be provided by MCA during normal working hours at the locations specified. All preventive maintenance inspections will be scheduled for mutual convenience and may be performed during remedial service.

**PRICE CHANGES:** Unless otherwise indicated, prices quoted in this Agreement shall remain in effect for the duration indicated in this Agreement or if none is specified, for a period of [one year]. Thereafter, at the sole discretion of MCA, prices for service under this Agreement may be increased by MCA upon thirty days written notice to Customer. Such changes will become effective on the first day of the first full month following the date specified in the notice.

**LIMITATIONS:** MCA reserves the right to inspect any equipment or service prior to its inclusion under the terms of this Agreement. MCA may at its sole discretion require that said equipment or system be restored to proper operating specifications at Customer's expense prior to its being covered under this Agreement. MCA may at its sole discretion declare Equipment to be unserviceable. In such case, MCA's sole responsibility is to remove such Equipment from the billing under this Agreement.

**EXCLUDED SERVICES:** The following services are not included under the terms of this Agreement. The repair of Equipment, replacement of parts, or any additional service labor due to accident, abuse, disaster, neglect, misuse, physical damage, liquid damage, damage by lightning or other Acts of God, service by personnel other than those authorized by MCA, alterations, modifications, attachments, accessories (other than those specifically designed for use with the particular piece of Equipment), use of Equipment with unauthorized batteries and/or power supplies or reprogramming by other than MCA personnel. This Agreement will not cover service call(s), shipping and handling that may be required to resolve a covered malfunction of the Equipment. Travel charges and expenses incurred by MCA at the request of the Customer to resolve a malfunction of equipment or systems not covered under this Agreement shall be billable to the Customer at current MCA rates. If MCA finds that any Equipment has been altered or repaired by others, such Equipment shall not be covered by this Agreement and any services shall be billable to the Customer at current MCA rates.

**TAXES:** Applicable taxes will be billed to the Customer and the Customer hereby agrees to pay said taxes, unless the Customer has provided a current tax exemption certificate.

**LIABILITY INSURANCE:** MCA agrees to carry reasonable liability insurance and applicable worker's compensation insurance.

**WARRANTY:** MCA warrants that it will perform the services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement. EXCEPT FOR THE WARRANTY SET FORTH IN THIS PARAGRAPH, MCA MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. LIMITATION OF LIABILITY: MCA SHALL NOT BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, DAMAGE OR LOSS OF OTHER PROPERTY OR EQUIPMENT OR SYSTEMS OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT MCA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. THE LIABILITY OF MCA WITH RESPECT TO ANY OF ITS OBLIGATIONS HEREUNDER, INCLUDING SERVICE, SALE, DELIVERY, RESALE, INSTALLATION OR THE TECHNICAL DIRECTION OF INSTALLATION, REPAIR OR USE OF ANY ITEM COVERED BY OR FURNISHED HEREUNDER, WHETHER SUCH LIABILITIES ARE FOUNDED IN CONTRACT, IN TORT, UNDER ANY WARRANTY, OR OTHERWISE, SHALL NOT EXCEED THE PRICE PAID TO MCA WITH RESPECT TO THE SERVICE GIVING RISE TO THE CLAIM. NO ACTION SHALL BE BROUGHT FOR ANY BREACH OF THIS AGREEMENT MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF SUCH CAUSE OF ACTION EXCEPT FOR MONEY DUE UPON OPEN ACCOUNT.

**TERMINATION:** This Agreement shall terminate upon the expiration date set forth in this Agreement. With the exception of the Customer's liability for any and all payments outstanding under this Agreement, neither the Customer nor MCA shall retain any liability for any performance under this Agreement on any date following the expiration of this Agreement.

**NO CHANGES:** Except as previously described, no changes, alteration or modification of this Agreement may be made without the express written consent of both parties. This Agreement may not be assigned or transferred without the express written consent of MCA.

**ATTORNEYS' FEES:** Should any dispute arise between the parties regarding the interpretation, application, effect or enforcement of the Agreement, the prevailing party in any legal or arbitration proceedings commenced to resolve the dispute shall be entitled to costs and reasonable attorney's fees incurred in said legal proceeding.

**COVENANT NOT TO SOLICIT:** During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of MCA or its subcontractors without the prior written authorization of MCA. This provision applies only to those employees of MCA or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it shall be modified as necessary to conform to such law.

**GOVERNING LAW AND VENUE:** This Agreement and the parties' performance hereunder shall be governed by South Carolina law, excluding choice-of-law rules. Furthermore, to the extent permitted under South Carolina law, the parties waive the benefit all substantive, non-procedural, foreign and international laws, which might otherwise grant the parties rights which are different than those contemplated under this Agreement. The parties agree that a party shall commence any action with respect to any dispute regarding the performance or breach of this Agreement exclusively in the State of South Carolina Courts in Spartanburg County, South Carolina or the United States District Court for the District of South Carolina, and the parties, by entering into this Agreement, submit to the exclusive venue and personal jurisdiction of such courts, and waive all objections to jurisdiction and venue of such courts, including forum non-convenes.

**COUNTERPARTS:** The Agreement may be executed in counterparts, which together constitute one and the same agreement. A facsimile copy or computer image, such as a PDF or tiff image, of a signature shall be treated as and shall have the same effect as an original signature. In addition, a true and correct facsimile copy or computer image of the Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

**MISCELLANEOUS:** This Agreement: (i) constitutes the entire agreement between MCA and Customer relating to the maintenance of the Equipment, and supersedes all prior agreements relating thereto, whether written or oral, and (ii) may not be amended or modified except in a writing signed by the parties hereto. If any provision of the Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Agreement. All notices given by one party to the other under this Agreement must be delivered by: (a) hand delivery, (b) certified mail, return receipt requested, (c) nationally recognized overnight courier service, or (d) facsimile, to the other party's respective address given in the preamble to the Agreement.



**Equipment and Coverage Details - Attachment A**

<b>Essential Services - Repair</b>	<b>Qty</b>	<b>Coverage</b>
APX7000's	15	Annual Preventative Maintenance Inspection
APX8000's	37	
XTS2500's	16	
APX Mobiles	10	
Motorola Mobiles	42	

<b>Premier Services - Repair</b>	<b>Qty</b>	<b>System Coverage</b>

**Customer Locations**

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**Special Instructions**

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All Equipment is subject to the availability of parts and support

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from the original manufacturer.

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Statements of Work - Attachment B

**MCA Essential Service with Repair - Subscribers**

Subscriber support includes repair and depot repair handling. It is the customer's responsibility to get the subscriber to their local MCA facility and ensure MCA has the current programming files on hand. It is MCA's responsibility to:

- Triage the device
- Ship to the depot if repair cannot be addressed locally
- Track repair status
- Receive the device back from the depot
- Confirm that the radio has been repaired and is programmed to the customer's specifications
- Communicate to the customer their device is fixed.

Subscriber support also includes one annual preventative maintenance check. It is the customer's responsibility to ensure the devices are made available for this check and update. It is MCA's responsibility to complete the preventative maintenance check and communicate results of this service with the customer. One annual firmware update of the device will be completed at the time of the preventative maintenance check.

**MCA Premier Service with Repair - Subscribers**

Subscriber support includes repair and depot repair handling. It is the customer's responsibility to get the subscriber to their local MCA facility and ensure MCA has the current programming files on hand. It is MCA's responsibility to:

- Triage the device
- Ship to the depot if repair cannot be addressed locally
- Track repair status
- Receive the device back from the depot
- Confirm that the radio has been repaired and is programmed to the customer's specifications
- Communicate to the customer the status of their repair as it changes

Subscriber support also includes one annual preventative maintenance check of the device. It is the customer's responsibility to ensure the devices are made available for this check. It is MCA's responsibility to complete the preventative maintenance check and communicate results of this service with the customer. One annual firmware update of the device will be completed at the time of the preventative maintenance check.

Batteries, antennas, and belt clip replacement is covered under this service. Antennas and belt clips will be replaced when they no longer function as the manufacturer intended. **A battery will be replaced when it falls below a 80% charge capacity, provided they have a date code within MCA's contract terms and are charged by Impress chargers ONLY.**

### MCA Essential Service with Repair - Infrastructure Components

Infrastructure support includes M-F 8X5 response to all issues arising from infrastructure, infrastructure cabling and antenna systems. Issues that result from power failure, force majeure, or tampering are excluded from this service. Removal of infrastructure equipment for warranty repair is the responsibility of MCA. Repair of cabling and antenna systems is not a part of this service. After hours support is available upon request but is not covered under this service. Additional charges would apply at after hour rates.

One annual preventive maintenance check of all infrastructure, infrastructure cabling and antenna systems is also included. It is the customer's responsibility to give access to all infrastructure, cabling, and antenna systems for this check. It is MCA's responsibility to schedule with the customer and communicate any and all system impact. One annual firmware update of the infrastructure equipment will be completed at the time of the preventative maintenance check. ***Microwave radio, UPS, and any other specialized equipment is EXCLUDED from repair and PM services, and will only receive response/troubleshooting.***

### MCA Premier Service with Repair - Infrastructure Components

Infrastructure support includes 24X7X365 response to all system issues arising from infrastructure, infrastructure cabling and antenna systems. Issues that result from power failure, force majeure, or tampering are excluded from this service. Repair of cabling and antenna systems is not a part of this service.

This service also includes depot repair handling of the infrastructure equipment. Should the equipment suffer a failure that cannot be addressed in the field, MCA will:

- Uninstall the infrastructure equipment
- Send to the Motorola Depot
- Track repair status
- Receive the equipment back from the Motorola Depot
- Confirm normal operation
- Re-install the equipment at the customer location.
- Communicate to the customer the status of their repair as it changes

One annual preventive maintenance check of all infrastructure, infrastructure cabling and antenna systems is also included. It is the customer's responsibility to give access to all infrastructure, cabling, and antenna systems for this check. It is MCA's responsibility to schedule with the customer and communicate any and all system impact. One annual firmware update of the infrastructure equipment will be completed at the time of the preventative maintenance check. ***Microwave radio, UPS, and any other specialized equipment is EXCLUDED from repair and PM services, and will only receive response/troubleshooting.***



**COMMUNICATIONS EQUIPMENT MAINTENANCE SERVICE AGREEMENT**

This Agreement is entered into on 7/1/2021 between Mobile Communications America with principal offices at Charlotte (hereafter "Mobile Communications America") and; (the "Customer")  
Watauga County

This Agreement is an offer to purchase service by the customer and applies to maintenance service, parts and labor for the equipment and/or systems as described in Attachment A. Mobile Communications America agrees to maintain the equipment under the terms and conditions described in this Agreement. Beginning on the effective date of this Agreement, Mobile Communications America agrees to provide maintenance service to keep covered equipment in good working order.

**Payment Terms:**

In consideration of the maintenance service provided, the customer agrees to pay to Mobile Communications America \$1,543.00 per month, \$18,516.00 annually (*State/Local taxes NOT included*). The customer will pay on a Annual basis. This service agreement will expire on: 6/30/2022. This agreement will auto renew upon the expiration date.

Once the agreement is accepted, services may be added or adjusted but may not be reduced below the initial payment terms agreement upon when executed.

By signing this Agreement, Customer agrees to accept maintenance service for the listed equipment according to all specified terms and conditions of the Agreement. Customer also agrees to provide full, free and safe access to the equipment and/or systems covered by this Agreement. The amounts noted above are due and payable within thirty (30) days of the Effective Date. This Agreement is valid only if signed by an authorized representative or officer of Mobile Communications America.

The additional terms and conditions attached to this Agreement are part of this Agreement. This Agreement is the complete understanding between Mobile Communications America and Customer superseding all prior proposals or agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement. Customer agrees that no other representations have been made relative to this Agreement, except that which is expressed in writing herein. The Customer acknowledges that the Customer has read this entire Agreement, understands it, and agrees to be bound by its terms and conditions.

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

By: \_\_\_\_\_  
Mobile Communications America

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

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

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

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



**Terms And Conditions**

**TERM AND ACCEPTANCE:** THIS AGREEMENT SHALL BECOME BINDING UPON THE PARTIES WHEN ACKNOWLEDGED IN WRITING BY THE AUTHORIZED REPRESENTATIVE OF THE CUSTOMER AND MCA. It is agreed that service shall be provided only upon the terms included in this Agreement. MCA shall not be bound by terms within the Customer's purchase order or in any other document provided by Customer and provision of services to Customer does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend this Agreement.

**GENERAL PROVISIONS:** MCA agrees to provide services for the Customer for the Equipment. Services provided hereunder do not assure uninterrupted operation of the Equipment or service and MCA is not responsible for failure to render covered service due to causes beyond its control.

**NORMAL WORKING HOURS:** Normal working hours shall be from 8:00 AM to 5:00 PM, Monday through Friday, except holidays.

**SERVICE:** MCA will perform such repairs as may be required to restore Equipment to their normal operating level, provided that such repairs are necessitated by the failure of the Equipment due to normal usage. Non-fixed Equipment shall be serviced at an MCA shop during normal working hours. This Agreement will not cover service call(s) required to resolve a covered malfunction of the Equipment. Travel charges and expenses incurred by MCA at the request of the Customer to resolve a malfunction of the Equipment that is not covered under this Agreement shall be billable to the Customer at current MCA rates. For emergency service or other service performed at Customer's request outside of normal working hours, for equipment not covered under this Agreement or for Equipment whose failure was due to causes not considered to be "normal usage," Customer will be billed for the service at the then current MCA rates for each occurrence.

**ENHANCED SERVICE OPTION:** If Customer has elected to purchase the Enhanced Service Option, emergency service is included at no additional charge per occurrence, provided that all other terms of this Agreement are satisfied. Emergency service is provided 24 hours per day, seven days per week. Customers not electing the Enhanced Service Option shall pay an additional charge for emergency service rendered at current MCA rates for each occurrence.

**REPLACEMENT PARTS:** MCA will replace parts and components of the Equipment on an exchange basis when failure is due to the normal and proper use of the Equipment. Parts replaced during maintenance service become the property of MCA.

**PREVENTIVE MAINTENANCE:** MCA will inspect the Equipment and make such repairs, adjustments, and replacements of parts and components as may be necessary to maintain the Equipment in normal operating condition provided that such services and maintenance are necessitated by normal usage of the Equipment. Inspections and preventive maintenance service will be provided by MCA during normal working hours at the locations specified. All preventive maintenance inspections will be scheduled for mutual convenience and may be performed during remedial service.

**PRICE CHANGES:** Unless otherwise indicated, prices quoted in this Agreement shall remain in effect for the duration indicated in this Agreement or if none is specified, for a period of [one year]. Thereafter, at the sole discretion of MCA, prices for service under this Agreement may be increased by MCA upon thirty days written notice to Customer. Such changes will become effective on the first day of the first full month following the date specified in the notice.

**LIMITATIONS:** MCA reserves the right to inspect any equipment or service prior to its inclusion under the terms of this Agreement. MCA may at its sole discretion require that said equipment or system be restored to proper operating specifications at Customer's expense prior to its being covered under this Agreement. MCA may at its sole discretion declare Equipment to be unserviceable. In such case, MCA's sole responsibility is to remove such Equipment from the billing under this Agreement.

**EXCLUDED SERVICES:** The following services are not included under the terms of this Agreement. The repair of Equipment, replacement of parts, or any additional service labor due to accident, abuse, disaster, neglect, misuse, physical damage, liquid damage, damage by lightning or other Acts of God, service by personnel other than those authorized by MCA, alterations, modifications, attachments, accessories (other than those specifically designed for use with the particular piece of Equipment), use of Equipment with unauthorized batteries and/or power supplies or reprogramming by other than MCA personnel. This Agreement will not cover service call(s), shipping and handling that may be required to resolve a covered malfunction of the Equipment. Travel charges and expenses incurred by MCA at the request of the Customer to resolve a malfunction of equipment or systems not covered under this Agreement shall be billable to the Customer at current MCA rates. If MCA finds that any Equipment has been altered or repaired by others, such Equipment shall not be covered by this Agreement and any services shall be billable to the Customer at current MCA rates.

**TAXES:** Applicable taxes will be billed to the Customer and the Customer hereby agrees to pay said taxes, unless the Customer has provided a current tax exemption certificate.

**LIABILITY INSURANCE:** MCA agrees to carry reasonable liability insurance and applicable worker's compensation insurance.

**WARRANTY:** MCA warrants that it will perform the services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement. EXCEPT FOR THE WARRANTY SET FORTH IN THIS PARAGRAPH, MCA MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. LIMITATION OF LIABILITY: MCA SHALL NOT BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, DAMAGE OR LOSS OF OTHER PROPERTY OR EQUIPMENT OR SYSTEMS OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT MCA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. THE LIABILITY OF MCA WITH RESPECT TO ANY OF ITS OBLIGATIONS HEREUNDER, INCLUDING SERVICE, SALE, DELIVERY, RESALE, INSTALLATION OR THE TECHNICAL DIRECTION OF INSTALLATION, REPAIR OR USE OF ANY ITEM COVERED BY OR FURNISHED HEREUNDER, WHETHER SUCH LIABILITIES ARE FOUNDED IN CONTRACT, IN TORT, UNDER ANY WARRANTY, OR OTHERWISE, SHALL NOT EXCEED THE PRICE PAID TO MCA WITH RESPECT TO THE SERVICE GIVING RISE TO THE CLAIM. NO ACTION SHALL BE BROUGHT FOR ANY BREACH OF THIS AGREEMENT MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF SUCH CAUSE OF ACTION EXCEPT FOR MONEY DUE UPON OPEN ACCOUNT.

**TERMINATION:** This Agreement shall terminate upon the expiration date set forth in this Agreement. With the exception of the Customer's liability for any and all payments outstanding under this Agreement, neither the Customer nor MCA shall retain any liability for any performance under this Agreement on any date following the expiration of this Agreement.

**NO CHANGES:** Except as previously described, no changes, alteration or modification of this Agreement may be made without the express written consent of both parties. This Agreement may not be assigned or transferred without the express written consent of MCA.

**ATTORNEYS' FEES:** Should any dispute arise between the parties regarding the interpretation, application, effect or enforcement of the Agreement, the prevailing party in any legal or arbitration proceedings commenced to resolve the dispute shall be entitled to costs and reasonable attorney's fees incurred in said legal proceeding.

**COVENANT NOT TO SOLICIT:** During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of MCA or its subcontractors without the prior written authorization of MCA. This provision applies only to those employees of MCA or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it shall be modified as necessary to conform to such law.

**GOVERNING LAW AND VENUE:** This Agreement and the parties' performance hereunder shall be governed by South Carolina law, excluding choice-of-law rules. Furthermore, to the extent permitted under South Carolina law, the parties waive the benefit all substantive, non-procedural, foreign and international laws, which might otherwise grant the parties rights which are different than those contemplated under this Agreement. The parties agree that a party shall commence any action with respect to any dispute regarding the performance or breach of this Agreement exclusively in the State of South Carolina Courts in Spartanburg County, South Carolina or the United States District Court for the District of South Carolina, and the parties, by entering into this Agreement, submit to the exclusive venue and personal jurisdiction of such courts, and waive all objections to jurisdiction and venue of such courts, including forum non-convenes.

**COUNTERPARTS:** The Agreement may be executed in counterparts, which together constitute one and the same agreement. A facsimile copy or computer image, such as a PDF or tiff image, of a signature shall be treated as and shall have the same effect as an original signature. In addition, a true and correct facsimile copy or computer image of the Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

**MISCELLANEOUS:** This Agreement: (i) constitutes the entire agreement between MCA and Customer relating to the maintenance of the Equipment, and supersedes all prior agreements relating thereto, whether written or oral, and (ii) may not be amended or modified except in a writing signed by the parties hereto. If any provision of the Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Agreement. All notices given by one party to the other under this Agreement must be delivered by: (a) hand delivery, (b) certified mail, return receipt requested, (c) nationally recognized overnight courier service, or (d) facsimile, to the other party's respective address given in the preamble to the Agreement.



**Equipment and Coverage Details - Attachment A**

<b>Essential Services - Repair</b>	<b>Qty</b>	<b>Coverage</b>
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<b>Premier Services - Repair</b>	<b>Qty</b>	<b>System Coverage</b>
Fixed Infrastructure Equipment:		Annual Preventative Maintenance Inspection
Repeaters	10	4-Hour Onsite Response Time for Emergency Failures 24/7
Base (Channel 5)	1	
Battery Chargers for Repeaters	2	
Control Stations	9	
Consolettes	5	
Tone Remote	1	

**Customer Locations**

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**Special Instructions**

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Multi-Contract Discount Applied

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All equipment is subject to availability of parts and support from

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manufacturer.



Statements of Work - Attachment B

**MCA Essential Service with Repair - Subscribers**

Subscriber support includes repair and depot repair handling. It is the customer's responsibility to get the subscriber to their local MCA facility and ensure MCA has the current programming files on hand. It is MCA's responsibility to:

- Triage the device
- Ship to the depot if repair cannot be addressed locally
- Track repair status
- Receive the device back from the depot
- Confirm that the radio has been repaired and is programmed to the customer's specifications
- Communicate to the customer their device is fixed.

Subscriber support also includes one annual preventative maintenance check. It is the customer's responsibility to ensure the devices are made available for this check and update. It is MCA's responsibility to complete the preventative maintenance check and communicate results of this service with the customer. One annual firmware update of the device will be completed at the time of the preventative maintenance check.

**MCA Premier Service with Repair - Subscribers**

Subscriber support includes repair and depot repair handling. It is the customer's responsibility to get the subscriber to their local MCA facility and ensure MCA has the current programming files on hand. It is MCA's responsibility to:

- Triage the device
- Ship to the depot if repair cannot be addressed locally
- Track repair status
- Receive the device back from the depot
- Confirm that the radio has been repaired and is programmed to the customer's specifications
- Communicate to the customer the status of their repair as it changes

Subscriber support also includes one annual preventative maintenance check of the device. It is the customer's responsibility to ensure the devices are made available for this check. It is MCA's responsibility to complete the preventative maintenance check and communicate results of this service with the customer. One annual firmware update of the device will be completed at the time of the preventative maintenance check.

Batteries, antennas, and belt clip replacement is covered under this service. Antennas and belt clips will be replaced when they no longer function as the manufacturer intended. ***A battery will be replaced when it falls below a 80% charge capacity, provided they have a date code within MCA's contract terms and are charged by Impress chargers ONLY.***

### MCA Essential Service with Repair - Infrastructure Components

Infrastructure support includes M-F 8X5 response to all issues arising from infrastructure, infrastructure cabling and antenna systems. Issues that result from power failure, force majeure, or tampering are excluded from this service. Removal of infrastructure equipment for warranty repair is the responsibility of MCA. Repair of cabling and antenna systems is not a part of this service. After hours support is available upon request but is not covered under this service. Additional charges would apply at after hour rates.

One annual preventive maintenance check of all infrastructure, infrastructure cabling and antenna systems is also included. It is the customer's responsibility to give access to all infrastructure, cabling, and antenna systems for this check. It is MCA's responsibility to schedule with the customer and communicate any and all system impact. One annual firmware update of the infrastructure equipment will be completed at the time of the preventative maintenance check. ***Microwave radio, UPS, and any other specialized equipment is EXCLUDED from repair and PM services, and will only receive response/troubleshooting.***

### MCA Premier Service with Repair - Infrastructure Components

Infrastructure support includes 24X7X365 response to all system issues arising from infrastructure, infrastructure cabling and antenna systems. Issues that result from power failure, force majeure, or tampering are excluded from this service. Repair of cabling and antenna systems is not a part of this service.

This service also includes depot repair handling of the infrastructure equipment. Should the equipment suffer a failure that cannot be addressed in the field, MCA will:

- Uninstall the infrastructure equipment
- Send to the Motorola Depot
- Track repair status
- Receive the equipment back from the Motorola Depot
- Confirm normal operation
- Re-install the equipment at the customer location.
- Communicate to the customer the status of their repair as it changes

One annual preventive maintenance check of all infrastructure, infrastructure cabling and antenna systems is also included. It is the customer's responsibility to give access to all infrastructure, cabling, and antenna systems for this check. It is MCA's responsibility to schedule with the customer and communicate any and all system impact. One annual firmware update of the infrastructure equipment will be completed at the time of the preventative maintenance check. ***Microwave radio, UPS, and any other specialized equipment is EXCLUDED from repair and PM services, and will only receive response/troubleshooting.***



### COMMUNICATIONS EQUIPMENT MAINTENANCE SERVICE AGREEMENT

This Agreement is entered into on 7/1/2021 between Mobile Communications America with principal offices at Charlotte (hereafter "Mobile Communications America") and; (the "Customer")  
Watauga County

This Agreement is an offer to purchase service by the customer and applies to maintenance service, parts and labor for the equipment and/or systems as described in Attachment A. Mobile Communications America agrees to maintain the equipment under the terms and conditions described in this Agreement. Beginning on the effective date of this Agreement, Mobile Communications America agrees to provide maintenance service to keep covered equipment in good working order.

#### Payment Terms:

In consideration of the maintenance service provided, the customer agrees to pay to Mobile Communications America \$1,075.00 per month, \$12,900.00 annually (*State/Local taxes NOT included*). The customer will pay on a Annual basis. This service agreement will expire on: 6/30/2022. This agreement will auto renew upon the expiration date.

Once the agreement is accepted, services may be added or adjusted but may not be reduced below the initial payment terms agreement upon when executed.

By signing this Agreement, Customer agrees to accept maintenance service for the listed equipment according to all specified terms and conditions of the Agreement. Customer also agrees to provide full, free and safe access to the equipment and/or systems covered by this Agreement. The amounts noted above are due and payable within thirty (30) days of the Effective Date. This Agreement is valid only if signed by an authorized representative or officer of Mobile Communications America.

The additional terms and conditions attached to this Agreement are part of this Agreement. This Agreement is the complete understanding between Mobile Communications America and Customer superseding all prior proposals or agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement. Customer agrees that no other representations have been made relative to this Agreement, except that which is expressed in writing herein. The Customer acknowledges that the Customer has read this entire Agreement, understands it, and agrees to be bound by its terms and conditions.

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

By: \_\_\_\_\_  
Mobile Communications America

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

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

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

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



#### Terms And Conditions

**TERM AND ACCEPTANCE:** THIS AGREEMENT SHALL BECOME BINDING UPON THE PARTIES WHEN ACKNOWLEDGED IN WRITING BY THE AUTHORIZED REPRESENTATIVE OF THE CUSTOMER AND MCA. It is agreed that service shall be provided only upon the terms included in this Agreement. MCA shall not be bound by terms within the Customer's purchase order or in any other document provided by Customer and provision of services to Customer does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend this Agreement.

**GENERAL PROVISIONS:** MCA agrees to provide services for the Customer for the Equipment. Services provided hereunder do not assure uninterrupted operation of the Equipment or service and MCA is not responsible for failure to render covered service due to causes beyond its control.

**NORMAL WORKING HOURS:** Normal working hours shall be from 8:00 AM to 5:00 PM, Monday through Friday, except holidays.

**SERVICE:** MCA will perform such repairs as may be required to restore Equipment to their normal operating level, provided that such repairs are necessitated by the failure of the Equipment due to normal usage. Non-fixed Equipment shall be serviced at an MCA shop during normal working hours. This Agreement will not cover service call(s) required to resolve a covered malfunction of the Equipment. Travel charges and expenses incurred by MCA at the request of the Customer to resolve a malfunction of the Equipment that is not covered under this Agreement shall be billable to the Customer at current MCA rates. For emergency service or other service performed at Customer's request outside of normal working hours, for equipment not covered under this Agreement or for Equipment whose failure was due to causes not considered to be "normal usage," Customer will be billed for the service at the then current MCA rates for each occurrence.

**ENHANCED SERVICE OPTION:** If Customer has elected to purchase the Enhanced Service Option, emergency service is included at no additional charge per occurrence, provided that all other terms of this Agreement are satisfied. Emergency service is provided 24 hours per day, seven days per week. Customers not electing the Enhanced Service Option shall pay an additional charge for emergency service rendered at current MCA rates for each occurrence.

**REPLACEMENT PARTS:** MCA will replace parts and components of the Equipment on an exchange basis when failure is due to the normal and proper use of the Equipment. Parts replaced during maintenance service become the property of MCA.

**PREVENTIVE MAINTENANCE:** MCA will inspect the Equipment and make such repairs, adjustments, and replacements of parts and components as may be necessary to maintain the Equipment in normal operating condition provided that such services and maintenance are necessitated by normal usage of the Equipment. Inspections and preventive maintenance service will be provided by MCA during normal working hours at the locations specified. All preventive maintenance inspections will be scheduled for mutual convenience and may be performed during remedial service.

**PRICE CHANGES:** Unless otherwise indicated, prices quoted in this Agreement shall remain in effect for the duration indicated in this Agreement or if none is specified, for a period of [one year]. Thereafter, at the sole discretion of MCA, prices for service under this Agreement may be increased by MCA upon thirty days written notice to Customer. Such changes will become effective on the first day of the first full month following the date specified in the notice.

**LIMITATIONS:** MCA reserves the right to inspect any equipment or service prior to its inclusion under the terms of this Agreement. MCA may at its sole discretion require that said equipment or system be restored to proper operating specifications at Customer's expense prior to its being covered under this Agreement. MCA may at its sole discretion declare Equipment to be unserviceable. In such case, MCA's sole responsibility is to remove such Equipment from the billing under this Agreement.

**EXCLUDED SERVICES:** The following services are not included under the terms of this Agreement. The repair of Equipment, replacement of parts, or any additional service labor due to accident, abuse, disaster, neglect, misuse, physical damage, liquid damage, damage by lightning or other Acts of God, service by personnel other than those authorized by MCA, alterations, modifications, attachments, accessories (other than those specifically designed for use with the particular piece of Equipment), use of Equipment with unauthorized batteries and/or power supplies or reprogramming by other than MCA personnel. This Agreement will not cover service call(s), shipping and handling that may be required to resolve a covered malfunction of the Equipment. Travel charges and expenses incurred by MCA at the request of the Customer to resolve a malfunction of equipment or systems not covered under this Agreement shall be billable to the Customer at current MCA rates. If MCA finds that any Equipment has been altered or repaired by others, such Equipment shall not be covered by this Agreement and any services shall be billable to the Customer at current MCA rates.

**TAXES:** Applicable taxes will be billed to the Customer and the Customer hereby agrees to pay said taxes, unless the Customer has provided a current tax exemption certificate.

**LIABILITY INSURANCE:** MCA agrees to carry reasonable liability insurance and applicable worker's compensation insurance.

**WARRANTY:** MCA warrants that it will perform the services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement. EXCEPT FOR THE WARRANTY SET FORTH IN THIS PARAGRAPH, MCA MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. LIMITATION OF LIABILITY: MCA SHALL NOT BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, DAMAGE OR LOSS OF OTHER PROPERTY OR EQUIPMENT OR SYSTEMS OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT MCA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. THE LIABILITY OF MCA WITH RESPECT TO ANY OF ITS OBLIGATIONS HEREUNDER, INCLUDING SERVICE, SALE, DELIVERY, RESALE, INSTALLATION OR THE TECHNICAL DIRECTION OF INSTALLATION, REPAIR OR USE OF ANY ITEM COVERED BY OR FURNISHED HEREUNDER, WHETHER SUCH LIABILITIES ARE FOUNDED IN CONTRACT, IN TORT, UNDER ANY WARRANTY, OR OTHERWISE, SHALL NOT EXCEED THE PRICE PAID TO MCA WITH RESPECT TO THE SERVICE GIVING RISE TO THE CLAIM. NO ACTION SHALL BE BROUGHT FOR ANY BREACH OF THIS AGREEMENT MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF SUCH CAUSE OF ACTION EXCEPT FOR MONEY DUE UPON OPEN ACCOUNT.

**TERMINATION:** This Agreement shall terminate upon the expiration date set forth in this Agreement. With the exception of the Customer's liability for any and all payments outstanding under this Agreement, neither the Customer nor MCA shall retain any liability for any performance under this Agreement on any date following the expiration of this Agreement.

**NO CHANGES:** Except as previously described, no changes, alteration or modification of this Agreement may be made without the express written consent of both parties. This Agreement may not be assigned or transferred without the express written consent of MCA.

**ATTORNEYS' FEES:** Should any dispute arise between the parties regarding the interpretation, application, effect or enforcement of the Agreement, the prevailing party in any legal or arbitration proceedings commenced to resolve the dispute shall be entitled to costs and reasonable attorney's fees incurred in said legal proceeding.

**COVENANT NOT TO SOLICIT:** During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of MCA or its subcontractors without the prior written authorization of MCA. This provision applies only to those employees of MCA or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it shall be modified as necessary to conform to such law.

**GOVERNING LAW AND VENUE:** This Agreement and the parties' performance hereunder shall be governed by South Carolina law, excluding choice-of-law rules. Furthermore, to the extent permitted under South Carolina law, the parties waive the benefit all substantive, non-procedural, foreign and international laws, which might otherwise grant the parties rights which are different than those contemplated under this Agreement. The parties agree that a party shall commence any action with respect to any dispute regarding the performance or breach of this Agreement exclusively in the State of South Carolina Courts in Spartanburg County, South Carolina or the United States District Court for the District of South Carolina, and the parties, by entering into this Agreement, submit to the exclusive venue and personal jurisdiction of such courts, and waive all objections to jurisdiction and venue of such courts, including forum non-convenes.

**COUNTERPARTS:** The Agreement may be executed in counterparts, which together constitute one and the same agreement. A facsimile copy or computer image, such as a PDF or tiff image, of a signature shall be treated as and shall have the same effect as an original signature. In addition, a true and correct facsimile copy or computer image of the Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

**MISCELLANEOUS:** This Agreement: (i) constitutes the entire agreement between MCA and Customer relating to the maintenance of the Equipment, and supersedes all prior agreements relating thereto, whether written or oral, and (ii) may not be amended or modified except in a writing signed by the parties hereto. If any provision of the Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Agreement. All notices given by one party to the other under this Agreement must be delivered by: (a) hand delivery, (b) certified mail, return receipt requested, (c) nationally recognized overnight courier service, or (d) facsimile, to the other party's respective address given in the preamble to the Agreement.



**Equipment and Coverage Details - Attachment A**

<u>Essential Services - Repair</u>	<u>Qty</u>	<u>Coverage</u>
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<u>Premier Services - Repair</u>	<u>Qty</u>	<u>System Coverage</u>
Console Infrastructure Equipment:		24/7 Onsite Services for Fixed Equipment
MCC5500 Console Positions	4	
MCC5500 Console Equip Shelves	4	
Switch	1	
Decoder	2	

**Customer Locations**

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**Special Instructions**

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Statements of Work - Attachment B

**MCA Essential Service with Repair - Subscribers**

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## **AGENDA ITEM 13:**

### **MISCELLANEOUS ADMINISTRATIVE MATTERS**

#### ***A. Proposed Proclamation Designating the Month of April as “North Carolina 811 Safe Digging Month”***

North Carolina 811 is requesting the Board proclaim the month of April as “North Carolina 811 Safe Digging Month.”

The North Carolina One Call System (NC811), a utility notification and education center that is celebrating its 43rd year of service to the citizens of North Carolina, is a vital part of preventing damages and injuries when excavating. This notification service started in 1978 reaching 2.1 million locate requests from excavators to homeowners in 2020. North Carolina law requires that anyone engaging in demolition or excavation activities contact NC811 at least three days prior to beginning the work by calling or clicking 811.

Board action is required to adopt the enclosed proclamation designating the month of April as “North Carolina 811 Safe Digging Month.”

STATE OF NORTH CAROLINA

COUNTY OF WATAUGA

**Proclamation Designating the Month of April 2021 As  
“North Carolina 811 Safe Digging Month”**

**WHEREAS**, as utility owners, excavators, designers, and homeowners work to keep pace with North Carolina’s economic development, it is important to minimize damages to underground utility lines, danger to workers and the general public, environmental impact, and loss of utility services to the citizens of North Carolina; and

**WHEREAS**, North Carolina 811, a utility service notification center and leader in education celebrates its 43<sup>rd</sup> year of continuous service to the State, is key to preventing injuries and damages when excavating; and

**WHEREAS**, this unique service provides easy, one-call notification about construction and excavation projects that may endanger workers and jeopardize utility lines while promoting workplace and public safety, reducing underground utility damage, minimizing utility service interruptions and protecting the environment; and

**WHEREAS**, this vital service, which began in 1978 serves the citizens of North Carolina from the mountains to the coast, educates stakeholders about the need for excavation safety whether the project is as small as planting a tree to designing and beginning construction on a new interstate; and

**WHEREAS**, in 2020, the North Carolina one call system received 2.1 million notification requests and transmitted over 12.2 million requests, providing protection to utility companies infrastructure, their employees, excavators, and customers.

**NOW, THEREFORE, BE IT RESOLVED**, that the Watauga County Board of Commissioners has designated the month of April 2021 as “North Carolina 811 Safe Digging Month” to encourage all excavators and homeowners of Watauga County to contact 8-1-1 either by dialing 8-1-1 or contacting NC811 via the webpage of NC811.org at least three working days prior to digging in order to “Know What’s Below,” avoid injury, protect the environment, prevent millions of dollars in damages and to remind excavators that three working days’ notice is the law, for safe digging is no accident, and that more information may be obtained by visiting [www.nc811.org](http://www.nc811.org).

**ADOPTED**, this the 16<sup>th</sup> day of March, 2021.




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John Welch, Chairman  
Watauga County Board of Commissioners

ATTEST:

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Anita J. Fogle, Clerk to the Board

## AGENDA ITEM 13:

### MISCELLANEOUS ADMINISTRATIVE MATTERS

#### *B. North Carolina Association of County Commissioners (NCACC) Legislative Goals*

Per commissioner request, enclosed is a copy of the NCACC's legislative goals. The top five priorities of the Association are:

1. Seek legislation, funding, and other efforts to expand digital infrastructure/broadband capability to the unserved and under-served areas and residents of the state.
2. Seek additional revenue sources, including a statewide bond referendum and expanded lottery proceeds, and changes to the Needs-Based Public School Capital Fund, to equitably address statewide public school and community college capital challenges. Revisions to the Needs-Based Public School Capital Fund that will allow more equitable access to counties to take advantage of the funds include:
  - Allowing Needs-Based Public School Capital Funds to be used for renovations and improvements in addition to new construction.
  - Reducing or eliminating local match requirements for Tier 1 and Tier 2 counties.
  - Eliminate the five-year prohibition of receiving funds from the Public School Building Capital Fund if a county receives a grant from the Needs-Based Public School Capital Fund by repealing G.S. 115C-546.2(f).
3. Support legislation to allow counties to include specific language on the ballot referendum designating how the proposed quarter-cent local sales tax levy will be spent.
4. Increase state funding and support legislation for behavioral health services and facilities, including dedicated resources for community paramedicine projects; inpatient crisis beds; substance use disorders; specialty courts; individuals with mental health issues in county jails; and single stream funding for area authorities.
5. Oppose efforts to divert to the state, fees or taxes currently allocated to the counties or to erode existing county revenue streams with unfunded mandates.

These legislative goals are in line with Watauga County's priorities. Staff seeks direction from the Board.

## *2021-2022 Legislative Goals*

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### **As Approved by the Legislative Goals Conference**

#### **Priority Goals**

1. Seek legislation, funding, and other efforts to expand digital infrastructure/broadband capability to the unserved and under-served areas and residents of the state.
2. Seek additional revenue sources, including a statewide bond referendum and expanded lottery proceeds, and changes to the Needs-Based Public School Capital Fund, to equitably address statewide public school and community college capital challenges. Revisions to the Needs-Based Public School Capital Fund that will allow more equitable access to counties to take advantage of the funds include:
  - Allowing Needs-Based Public School Capital Funds to be used for renovations and improvements in addition to new construction.
  - Reducing or eliminating local match requirements for Tier 1 and Tier 2 counties.
  - Eliminate the five-year prohibition of receiving funds from the Public School Building Capital Fund if a county receives a grant from the Needs-Based Public School Capital Fund by repealing G.S. 115C-546.2(f).
3. Support legislation to allow counties to include specific language on the ballot referendum designating how the proposed quarter-cent local sales tax levy will be spent.
4. Increase state funding and support legislation for behavioral health services and facilities, including dedicated resources for community paramedicine projects; inpatient crisis beds; substance use disorders; specialty courts; individuals with mental health issues in county jails; and single stream funding for area authorities.
5. Oppose efforts to divert to the state, fees or taxes currently allocated to the counties or to erode existing county revenue streams with unfunded mandates.

#### **Agriculture**

**AG-1:** Support state funding and staffing for agricultural research, Cooperative Extension services and agriculture-related efforts, including Community Conservation Assistance Program, as well as funding and staffing for equine-agricultural research and other equine-agriculture related efforts, to support the largest economic driver in North Carolina.

**AG-2:** Support legislation to protect all farming operations from nuisance lawsuits.

#### **Environment**

**ENV-1:** Support additional state funding to assist local governments in all recycling, with special attention to managing electronics recycling and scrap tire disposal

031621 BCC Meeting

**ENV-2:** Seek legislation to restore county authority over solid waste management and oppose any further shift of authority away from local governments.

**ENV-3:** Support legislation to help improve water quality in the state, including a comprehensive approach to aquatic weed control, increased funding and resources for state agencies to develop health advisory levels and standards for existing and emerging contaminants.

**ENV-4:** Support increased funding for all agencies that support water and wastewater expansion, as well as capital projects, with consideration to local regulations and secondary impacts to protect receiving waterways

**ENV-5:** Seek legislation to provide additional resources for preventative storm damage maintenance to clear debris to help prevent flood damage in low-lying areas.

**ENV-6:** Support increased funding at the state level for the Parks and Recreation Trust Fund.

**ENV-7:** Seek legislation that will allow the North Carolina Sedimentation Control Commission an option to delegate portions of its authority under the Sedimentation and Pollution Control Act to local County programs for all private, State and Federal projects, at the request of the county.

## **General Government**

**GG-1:** Seek legislation, funding, and other efforts to expand digital infrastructure/broadband capability to the unserved and under-served areas and residents of the state.

**GG-2:** Support increased state funding for existing and new transportation construction and maintenance needs, and support legislation to ensure that the Strategic Transportation Investments (STI) funding formula recognizes that one size does not fit all and that projects in both rural and urban areas are prioritized and funded.

**GG-3:** Support increased State funding for public libraries.

**GG-4:** Support legislation to grow North Carolina's statewide economy through state investments, including public infrastructure funding, competitive incentives, and coordinated efforts with county economic development services.

**GG-5:** Support legislation to remove inequities and inconsistencies in the current state economic tier system.

**GG-6:** Seek legislation allowing public bodies to provide meeting notices by electronic means in addition to allowing notice through a newspaper with general circulation within the county.

**GG-7:** Support food supply chain initiatives and funding for North Carolina food banks as well as other equipment, supplies, and other nonrecurring expenses to reduce food insecurity.

**GG-8:** Support legislation providing equitable distribution of resources to all North Carolina counties to respond to public health and natural emergencies, and to allow each county flexibility in determining the best use for such resources.

**GG-9:** Support legislation allowing counties flexibility in holding remote board meetings, allowing contemporaneous, virtual public hearings, in order to expeditiously conduct county business during emergencies.

## Health and Human Services

**HHS-1:** Support legislation and state resources for social service reform efforts as identified by the Social Services Working Group to improve outcomes for individuals, families, and children, as well as increase state funding for social services programs, and to continue the NCACC's opposition to mandated regionalization, including revisions to the annual written agreement process under G.S. 108A-74.

**HHS-2:** Support continued state funding of Medicaid and support efforts to close coverage gaps.

**HHS-3:** Support legislation for hold harmless provisions and staggered payment plans to control/cap the liability to counties under the Medicaid and NCHC overpayment recoupment plan, which holds counties financially responsible for the erroneous issuance of Medicaid benefits and Medicaid claim payments resulting when the county DSS takes any action that requires payment of Medicaid claims for an ineligible individual.

**HHS-4:** Seek additional funding and preserve block grant allocations to increase access to high quality childcare, early childhood education, child welfare services, adult protective services and guardianship, including:

- Women's and Children's Health Services Block Grant funding to local health departments for critical services like maternal health, child health and women's health services to address unfavorable infant mortality rates;
- Home & Community Care Block Grant; Senior Center General Purpose Funds; Social Services and Human Services Block Grants; TANF; and
- emergency childcare funding to ensure the safety and stability of our childcare system.

**HHS-5:** Support adequate funding and policy initiatives to support local health departments and public health services.

**HHS-6:** Seek legislation to clarify and simplify the reaccreditation process for local health departments by aligning statutory and administrative code requirements; setting reaccreditation at five-year intervals; and making the process a contracted service between the N.C. Institute of Public Health and the governing body for the local health department.

**HHS-7:** Increase state funding and support legislation for behavioral health services and facilities, including dedicated resources for community paramedicine projects; inpatient crisis beds; substance use disorders; specialty courts; individuals with mental health issues in county jails; and single stream funding for area authorities.

**HHS-8:** Support legislation to improve processes and regulations to increase child support collections.

031621 BCC Meeting

**HHS-9:** Support legislation to ensure ROAP (Rural Operating Assistance Program) funding is restored for fiscal year 2021.

## **Justice and Public Safety**

**JPS-1:** Support efforts to provide greater flexibility to local governments in expenditure of 911 surcharge funds and ensure adequate funding for next-gen technology.

**JPS-2:** Support increased state funding for NC courts, including funding for specialty courts and pretrial release programs.

**JPS-3:** Seek legislation to increase the amount paid to county jails by the state to the full cost reimbursement for housing sentenced inmates.

**JPS-4:** Support legislation and state funding to provide early intervention services through the Juvenile Crime Prevention Councils, and support increased state funding for the prevention, intervention and treatment of adolescent substance use disorders, gang involvement and domestic violence; and requires the Department of Public Safety to evaluate and update the amount of local matches for JCPC funding.

## **Public Education**

**PE-1:** Seek additional revenue sources, including a statewide bond referendum and expanded lottery proceeds, and changes to the Needs-Based Public School Capital Fund, to equitably address statewide public school and community college capital challenges. Revisions to the Needs-Based Public School Capital Fund that will allow more equitable access to counties to take advantage of the funds include:

- Allowing Needs-Based Public School Capital Funds to be used for renovations and improvements in addition to new construction.
- Reducing or eliminating local match requirements for Tier 1 and Tier 2 counties.
- Eliminate the five-year prohibition of receiving funds from the Public School Building Capital Fund if a county receives a grant from the Needs-Based Public School Capital Fund by repealing G.S. 115C-546.2(f).

**PE-2:** Support legislation providing for funding to help counties implement school security measures.

**PE-3:** Support legislation that promotes career and college readiness by increasing funding for apprenticeship & internship programs, workforce development programs, and funding to allow youth to obtain an associate degree from a community college or trade certificate at no additional cost to the student.

**PE-4:** Support legislation providing flexibility to align K-12 and community college calendars.

**PE-5:** Support legislation to provide exceptions to the K-3 class size mandate including but not limited to lack of school facility space and availability of qualified teachers.

031621 BCC Meeting

**PE-6:** Seek legislation to repeal the statutory authority under N.C.G.S. 115C-431(c) that allows a local school board to file suit against a county board of commissioners over appropriations to the local board of education's capital outlay fund.

**PE-7:** Support legislation to create a blue-ribbon panel of experts to study, develop and implement critical mediation programs to help NC students recover from the education slide resulting from the COVID related transition to virtual learning.

## **Tax and Finance**

**TF-1:** Support efforts to preserve and expand the existing local revenue base of counties and authorize local option revenue sources already given to any other jurisdiction to all counties.

**TF-2:** Support legislation to allow counties to include specific language on the ballot referendum designating how the proposed quarter-cent local sales tax levy will be spent.

**TF-3:** Oppose efforts to divert to the state, fees or taxes currently allocated to the counties or to erode existing county revenue streams with unfunded mandates.

**TF-4:** Support the introduction and enactment of a state low-income housing tax credit to assist with the construction of housing affordable to people of all income levels.

## **AGENDA ITEM 13:**

### **MISCELLANEOUS ADMINISTRATIVE MATTERS**

#### *C. Announcements*

#### **MANAGER'S COMMENTS:**

The High Country Council of Governments invites you to their Virtual Legislative Day on March 22, 2021, from 10:00 A.M. until 12:00 P.M. Information on this event is included in your packet.

Parks and Recreation will host a Drive-Thru Bunny Trail Parade on Sunday, March 28, 2021, from 2:00 – 4:00 P.M. at the new Community Recreation Center.

High Country Senior Games 2021 will be ongoing from May to July in 2021. More information is available at Parks and Recreation.

**Anita.Fogle**

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**From:** Victoria Potter <vpotter@hccog.org>  
**Sent:** Wednesday, March 10, 2021 10:01 AM  
**Cc:** Julie Wiggins  
**Subject:** HCCOG 2021 Virtual Legislative Day Registration and Draft Agenda  
**Attachments:** HCCOG 2021 Virtual Legislative Day Draft Agenda.pdf; Zoom Webinar Instructions for Attendees.pdf

Dear High Country Local Elected Officials,

Please join us on Zoom Webinars on **Monday, March 22, 2021 at 10:00 AM** for our 2021 Virtual Legislative Day.

Please submit any questions you have for the panelists to [vpotter@hccog.org](mailto:vpotter@hccog.org) by 5:00 PM on Friday, March 19, 2021.

You are invited to a Zoom webinar.  
When: Mar 22, 2021 10:00 AM Eastern Time (US and Canada)  
Topic: HCCOG 2021 Virtual Legislative Day

Register in advance for this webinar:  
[https://us02web.zoom.us/webinar/register/WN\\_mSw6LgxERyeK1gbXv1fDkg](https://us02web.zoom.us/webinar/register/WN_mSw6LgxERyeK1gbXv1fDkg)

After registering, you will receive a confirmation email containing information about joining the webinar.

Please see the draft agenda and an instruction sheet for attendees attached.

Feel free to reach out with any questions you may have.

Sincerely,

**Julie Wiggins**  
*Executive Director*  
468 New Market Blvd.  
Boone, NC 28607  
828-265-5434 x125  
[hccog.org](http://hccog.org)



**Victoria Potter**  
*Communications & Marketing Manager*  
468 New Market Blvd.  
Boone, NC 28607  
828-265-5434 x101  
[hccog.org](http://hccog.org)



[Click here to update your contact information](#)  
[Sign Up for our Newsletter](#)



## **Zoom Webinar Instructions for Attendees**

You have been invited to join the HCCOG 2021 Virtual Legislative Day as an attendee on Monday, March 22, 2021 from 10:00-11:30 AM.

Please see instructions/key points below. If you have any questions, please contact Julie Wiggins at [jwiggins@hccog.org](mailto:jwiggins@hccog.org) or Victoria Potter at [vpotter@hccog.org](mailto:vpotter@hccog.org) or by calling 828-265-5434.

- As an attendee, you will receive an automated email from the High Country Council of Governments Zoom account with instructions on how to register first, then another email on how to join the webinar.
- You can join by one of the following methods:
  - By clicking the “Click Here to Join” link like a normal Zoom meeting and entering the Webinar ID and Passcode.
  - By calling in via cellphone or telephone with any of the numbers listed on the email and entering the Webinar ID and Passcode.
- Attendees are only able to view and listen, you will not be able to speak unless you either:
  - Click the “Raise Hand” button, then the host will enable you to speak with or without video.
  - Type in the Chat box asking to speak, then the host can allow you to speak with or without video to ask a question.
- The preferred method to ask questions is to submit your questions to [vpotter@hccog.org](mailto:vpotter@hccog.org) by 5:00PM on Friday, March 19, 2021 but there will also be an opportunity to type your question in the Chat box to be read during the webinar using one of the methods above.
- Victoria will be on the webinar at all times for technical support, to watch for attendees raising their hands, to allow attendees capability to speak and/or turn on video during the Q&A session, and to help monitor the Chat for questions.

Thank you for your time, patience and for participating in the HCCOG 2021 Virtual Legislative Day! We appreciate you.

**Valerie Jaynes**  
Chair of the Board

**Todd McNeill**  
Vice-Chair



**Doug Matheson**  
Secretary

031621 BCC Meeting

**Dennis Aldridge**  
Treasurer

468 New Market Blvd.  
Boone, NC 28607

[www.hccog.org](http://www.hccog.org)

Phone: 828-265-5434

Fax: 828-265-5439

## HCCOG Virtual Legislative Day

Monday, March 22, 2021

10:00am - 11:30am

Zoom Webinar

### Welcome, Invocation, Pledge

10:00 – 10:05

**Valerie Jaynes, Mayor, Town of Newland**  
Chairwoman, HCCOG Executive Board

### Legislative Messages

10:05 – 10:10

**Senator Deanna Ballard**  
District 45

10:10 – 10:15

**Senator Ralph Hise**  
District 47

10:15 – 10:20

**Representative Dudley Greene (tentative)**  
District 85

10:20 – 10:25

**Representative Sarah Stevens**  
District 90

10:25 – 10:30

**Representative Ray Pickett**  
District 93

10:30 – 10:35

**Representative Jeffrey Elmore**  
District 94

10:35 – 10:40

**Representative Mark Pless**  
District 118

10:40 – 10:50

**Robin Ramsey**  
Office of U.S. Senator Richard Burr

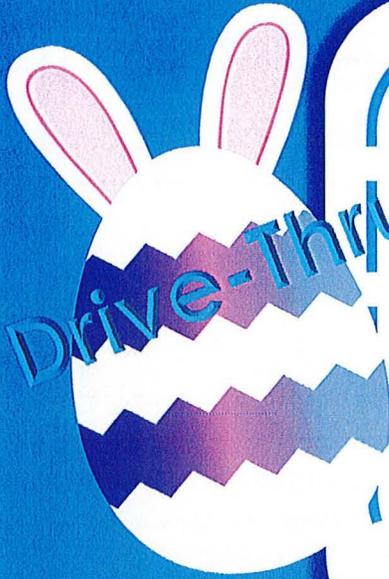
**Stephanie Blair and Jordan Barnes**  
Office of U.S. Senator Thom Tillis

**Drew Christy**  
Office of Governor Roy Cooper

### Q&A Session

10:50 – 11:30

**Valerie Jaynes and Todd McNeill**  
Chair and Vice-Chair, HCCOG Executive Board



# BUNNY TRAIL PARADE

2-4 pm

Sunday  
March

28

Watauga Community  
Recreation Center

231 Complex Drive, Boone



828.264.9511 keron.potat@watgov.org

[HTTPS://REC.WATGOV.ORG](https://rec.watgov.org)



# VENDOR REGISTRATION FORM

**SIGN ME UP** to be in **THE PARADE!**

(Viewers do not need to sign up ahead of time)

**SUNDAY, MARCH 28TH 2-4 PM**

Arrive between 1-1:30 p.m. to set up

Individual/Group Name \_\_\_\_\_ Number in Party \_\_\_\_\_

Mailing Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

Email Address \_\_\_\_\_

Home Phone # \_\_\_\_\_ Cell Phone # \_\_\_\_\_

Would you like to donate \$1 (or more) to the Watauga County Parks & Recreation Scholarship Fund? This fund helps others in our community by allowing the recreation department to offer a reduction in fees or scholarships for many of our programs. Yes \_\_\_\_\_ No \_\_\_\_\_ Amount \$ \_\_\_\_\_

## PARENTAL PERMISSION & RELEASE

I, \_\_\_\_\_, hereby give my consent for participation in the Watauga County Parks and Recreation Drive-Thru Bunny Trail Parade event. I assume all risks and hazards incidental to such participation, including transportation to and from the program, and do hereby waive, release, absolve, indemnify and agree to hold harmless Watauga County, its staff, its volunteers, and any sponsoring agency for any claim arising out of any loss or injury that the participant might sustain while engaged in this program. I understand that WCP&R does not provide insurance and is not responsible for the medical condition of the participant. I agree to the release of photographs of the participant for the promotion of WCP&R.

## COVID-19 WAIVER

STATE OF NORTH CAROLINA COUNTY OF WATAUGA WAIVER OF LIABILITY: CORONAVIRUS/COVID-19

WARNING: The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be extremely contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and even possibly in the air. People reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown, and there is no known treatment, cure, or vaccine for COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and even death. Watauga County cannot prevent you [or your child(ren)] from becoming exposed to, contracting, or spreading COVID-19 while participating in activities sponsored by Watauga County. It is not possible to prevent against the presence of the disease. Therefore, if you choose to engage in the activities identified below, you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19.

ASSUMPTION OF RISK: I have read and understood the above warning concerning COVID-19. I hereby choose to accept the risk of contracting COVID-19 for myself and/or my children in order to participate in the following activities, to take place on Watauga County property:

These activities are of such value to me [and/or to my children,] that I accept the risk of being exposed to, contracting, and/or spreading COVID-19. in order to participate in person [if applicable: "rather than arranging for an alternative method of enjoying the same services virtually (e.g. videoconference)].

WAIVER OF LAWSUIT/LIABILITY: I hereby forever release and waive my right to bring suit against Watauga County and its officers, directors, managers, officials, trustees, agents, employees, or other representatives in connection with exposure, infection, and/or spread of COVID-19 related to my participation in the above identified activities. I understand that this waiver means I give up my right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen. I understand and agree that the law of the State of North Carolina will apply to this contract.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS RELEASE, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE:

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

Print Name \_\_\_\_\_

WATAUGA COUNTY PARKS & RECREATION 231 COMPLEX DRIVE BOONE NC 28607

828.264.9511 Keron.poteat@watgov.org



**May – July 2021**

**Athletic  
Competitions  
including  
horseshoes,  
swimming, golf,  
pickleball & more!**

**Art Competitions  
including quilting,  
painting,  
photography,  
performing arts &  
more!**

**Various venues  
throughout the High  
Country area!**

# **SAVE THE DATE! HIGH COUNTRY SENIOR GAMES 2021**

**Are You 50 Years of Age or Better??**

Join us for arts, athletics, and social events through our High Country Senior Games season!

**WATAUGA COUNTY  
PARKS & RECREATION**

231 Complex Drive, Boone  
828.264.9511

[www.rec.watgov.org](http://www.rec.watgov.org)

Registration coming soon!

**AGENDA ITEM 14:**

**PUBLIC COMMENT**

**AGENDA ITEM 15:**

**BREAK**

**AGENDA ITEM 16:**

**CLOSED SESSION**

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