

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

**TUESDAY, APRIL 21, 2015  
5:30 P.M.**

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

<b>TIME</b>	<b>#</b>	<b>TOPIC</b>	<b>PRESENTER</b>	<b>PAGE</b>
5:30	1	CALL REGULAR MEETING TO ORDER		
	2	APPROVAL OF MINUTES: April 7, 2015, Regular Meeting April 7, 2015, Closed Session		1
	3	APPROVAL OF THE APRIL 21, 2015, AGENDA		11
5:35	4	BOARD OF EQUALIZATION & REVIEW (E&R) SCHEDULE	MS. MITZI ROCHELLE	13
	5	REQUEST TO APPROVE FUNDING FROM THE NORTH CAROLINA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES (NCDENR) MERCURY GRANT	MS. HEATHER BOWEN	17
5:40	6	MISCELLANEOUS ADMINISTRATIVE MATTERS A. Watauga Medics Proposed Contract Revisions B. Announcements	MR. DERON GEOUQUE	43 55
5:45	7	PUBLIC COMMENT		57
6:45	8	BREAK		57
6:50	9	CLOSED SESSION Attorney/Client Matters – G. S. 143-318.11(a)(3) Personnel Matters – G. S. 143-318.11(a)(6)		57
7:00	10	ADJOURN		

**AGENDA ITEM 2:**

**APPROVAL OF MINUTES:**

April 7, 2015, Regular Meeting

April 7, 2015, Closed Session

**DRAFT****MINUTES****WATAUGA COUNTY BOARD OF COMMISSIONERS  
TUESDAY, APRIL 7, 2015**

The Watauga County Board of Commissioners held a regular meeting, as scheduled, on Tuesday, April 7, 2015, at 8:30 A.M. in the Commissioners' Board Room of the Watauga County Administration Building, Boone, North Carolina.

PRESENT: Jimmy Hodges, Chairman  
David Blust, Vice-Chairman  
Billy Kennedy, Commissioner  
John Welch, Commissioner  
Stacy C. Eggers, IV, County Attorney  
Deron Geouque, County Manager  
Anita J. Fogle, Clerk to the Board

*[Clerk's Note: Commissioner Yates was absent due to a prior commitment.]*

Chairman Hodges called the meeting to order at 8:30 A.M.

Chairman Hodges opened the meeting with a prayer and Commissioner Welch led the Pledge of Allegiance.

**APPROVAL OF MINUTES**

Chairman Hodges called for additions and/or corrections to the February 26 & 27, 2015 special meeting minutes as well as the March 17, 2015, regular meeting and closed session minutes.

Vice-Chairman Blust, seconded by Commissioner Kennedy, moved to approve the February 26 & 27, 2015, special meeting minutes as presented.

VOTE: Aye-4(Hodges, Blust, Kennedy, Welch)  
Nay-0  
Absent-1(Yates)

Vice-Chairman Blust, seconded by Commissioner Kennedy, moved to approve the March 17, 2015, regular meeting minutes as presented.

VOTE: Aye-4(Hodges, Blust, Kennedy, Welch)  
Nay-0  
Absent-1(Yates)

Vice-Chairman Blust, seconded by Commissioner Kennedy, moved to approve the March 17, 2015, closed session minutes as presented.

VOTE: Aye-4(Hodges, Blust, Kennedy, Welch)  
Nay-0  
Absent-1(Yates)

**APPROVAL OF AGENDA**

Chairman Hodges called for additions and/or corrections to the April 7, 2015, agenda.

County Attorney Eggers requested to add possible action after closed session.

Commissioner Kennedy, seconded by Vice-Chairman Blust, moved to approve the April 7, 2015, agenda as amended.

VOTE: Aye-4(Hodges, Blust, Kennedy, Welch)  
Nay-0  
Absent-1(Yates)

**PRESENTATION OF SMOKY MOUNTAIN CENTER’S AUDITED FINANCIAL STATEMENTS**

*[Clerk’s Note: Mr. Nirde with Smoky Mountain Center was not at the meeting and, therefore, the presentation was made after Finance Matters by Commissioner Kennedy and Ms. Margaret Pierce, Watauga County Finance Director.]*

**W.A.M.Y. COMMUNITY ACTION PROPOSED PROCLAMATION CELEBRATING 50 YEARS OF SERVICE**

Ms. Melissa Soto, Director of W.A.M.Y. Community Action, presented a proposed proclamation celebrating fifty (50) years of service. Ms. Soto shared information on the impact of W.A.M.Y. services to our County.

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

VOTE: Aye-4(Hodges, Blust, Kennedy, Welch)  
Nay-0  
Absent-1(Yates)

**COOPERATIVE EXTENSION MATTERS**

***A. Proposed Proclamation Establishing Greening My Plate Month***

Mr. Bill Moretz requested the month of April 2015 be declared as Greening My Plate Month through the adoption of a proposed proclamation. The proclamation would bring awareness to the benefits of locally grown fruits and vegetables as well as recognize and celebrate the farmers who provide produce.

Commissioner Kennedy, seconded by Commissioner Welch, moved to adopt the proclamation as presented.

VOTE: Aye-4(Hodges, Blust, Kennedy, Welch)  
Nay-0  
Absent-1(Yates)

***B. Staffing Request***

Mr. Jim Hamilton, Director of Cooperative Extension, requested authorization to hire the temporary horticulture agent on a full-time basis. The position was approved by the State but would be 100% County funded. The resignation of the 4-H agent and the reduction-in-force of the support specialist allows for the hiring of the horticulture agent at 100% County funding with no increase in the budget. Therefore, Mr. Hamilton is requesting Board approval to hire the horticulture agent with the position being 100% County funded.

The County Manager stated that changes mandated by the State of NC have been accounted for by Mr. Hamilton and the County should see small increases for the FY 2015-2016 and FY 2016-2017 budgets versus the substantial increases that were projected initially. Mr. Hamilton and his staff are to be commended on a job well done.

Commissioner Kennedy, seconded by Commissioner Welch, moved to approve hiring a full-time horticulture agent funded 100% by the County effective immediately.

VOTE: Aye-4(Hodges, Blust, Kennedy, Welch)  
Nay-0  
Absent-1(Yates)

**COMMUNITY PRIDE WEEK PROPOSED PROCLAMATION**

Ms. Heather Bowen, Recycling Coordinator, presented a proposed proclamation declaring Monday, May 11 – Saturday, May 16, 2015, as Community Pride Week in Watauga County. Ms. Bowen stated that the event is conducted with great success each year by Sanitation staff.

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

VOTE: Aye-4(Hodges, Blust, Kennedy, Welch)  
Nay-0  
Absent-1(Yates)

**PROPOSED ALLOCATION OF FY 2015 HOME & COMMUNITY CARE BLOCK GRANT (H&CCBG) FUNDS**

Ms. Angie Boitnotte, Project on Aging Director, requested the Board accept an increase in the FY 2015 Home and Community Care Block Grant (H&CCBG) funds in the amount of \$188. The required local match of \$21 is present in the Project on Aging's FY 2015 budget.

Commissioner Kennedy, seconded by Vice-Chairman Blust, moved to accept the \$188 increase in Community Care Block Grant (H&CCBG) funds for FY 2015 and approve the local match of \$21.

VOTE: Aye-4(Hodges, Blust, Kennedy, Welch)  
Nay-0  
Absent-1(Yates)

**PROPOSED CONTRACT FOR ENGINEERING SERVICES TO PERFORM  
CONSTRUCTION AND ADMINISTRATION SERVICES FOR THE SOUTH FORK NEW  
RIVER GREENWAY EXTENSION PROJECT**

Mr. Joe Furman, Planning and Inspections Director, stated that at the March 17, 2015, Board meeting, approval was granted to negotiate a contract with Vaughn & Melton Associates to perform construction administration for the South Fork New River greenway extension project. Vaughn & Melton provided the construction administration for the Middle Fork greenway project. The County was satisfied with the services provided by Vaughn & Melton. Mr. Furman recommended the Board award a contract to Vaughn and Melton for greenway construction administration in an amount not to exceed \$61,363.

Commissioner Kennedy, seconded by Commissioner Welch, moved to award the contract for greenway construction administration to Vaughn & Melton in an amount not to exceed \$61,363 contingent upon the County Attorney's review.

VOTE: Aye-4(Hodges, Blust, Kennedy, Welch)  
Nay-0  
Absent-1(Yates)

Mr. Furman stated that the County received three bids for construction of the South Fork New River Greenway Extension with Greene construction being the lowest bidder in the amount of \$519,298 which was an amount consistent with what the engineer had estimated. James R. Vannoy and Sons' bid was in the amount of \$861,024.77 and J.W. Hampton Company's bid was in the amount of \$899,080.

Mr. Furman requested the Board award a contract to Greene Construction in the amount of \$519,298 for the greenway construction. The County has spent \$17,623 to date. With the award of the two contracts plus the \$2,040 owed to McGill Associates for bidding assistance the total project cost is \$600,324; an amount which is \$324 more than the grant. Mr. Furman is hopeful that the construction administration contract will not meet the total amount.

Commissioner Kennedy, seconded by Commissioner Welch, moved to award the contract for greenway construction to Greene Construction in amount of \$519,298

VOTE: Aye-4(Hodges, Blust, Kennedy, Welch)  
Nay-0  
Absent-1(Yates)

Commissioner Kennedy, seconded by Commissioner Welch, moved to approve the expenditure of \$324 from the County's contingency fund to cover overage if required.

VOTE: Aye-4(Hodges, Blust, Kennedy, Welch)  
Nay-0  
Absent-1(Yates)

## **TAX MATTERS**

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

Tax Administrator Larry Warren presented the Tax Collections Report for the month of March 2015. This report was presented for information only and, therefore, no action was required.

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

Mr. Warren presented the Refunds and Releases Report for March 2015, as well as a report from the new motor vehicle billing system, North Carolina Vehicle Tax System (NCVTS), for Board approval:

TO BE TYPED IN MINUTE BOOK

Vice-Chairman Blust, seconded by Commissioner Welch, moved to approve the Refunds and Releases Report and the North Carolina Vehicle Tax System Refunds and Releases Report for March 2015, as presented.

VOTE: Aye-4(Hodges, Blust, Kennedy, Welch)  
Nay-0  
Absent-1(Yates)

## **FINANCE MATTERS**

### ***A. Budget Amendments***

Ms. Margaret Pierce, Finance Director, reviewed the following budget amendments:

Account #	Description	Debit	Credit
223317-343109	Federal Equitable Sharing Funds		\$5,175
224310-439500	Employee Training	\$2,000	
224310-431200	Travel-Subsistence	\$950	
224310-454000	Capital Outlay-Vehicles	\$2,225	

The amendment allocates funds for the purchase of the seized 2007 vehicle and training as approved at the March 17, 2015, Board of Commissioners meeting.

Commissioner Kennedy, seconded by Vice-Chairman Blust, moved to approve the budget amendments as presented by Ms. Pierce.

VOTE: Aye-4(Hodges, Blust, Kennedy, Welch)  
Nay-0  
Absent-1(Yates)

### ***B. Sale of Real Property on GovDeals***

Ms. Pierce stated that the Board adopted resolutions authorizing the sale of County-owned properties (Brown Farm Ridge, Inc. and Mill Ridge) at the March 3, 2015, Board meeting. All

of the properties in question were donated to the County. The Board already declared the properties surplus and the adoption of the included resolutions were necessary to start the sale process. After considerable discussion, direction was given to set the minimum bid for both properties at half of the current tax value.

The sale of the properties closed with no offers to purchase. However, staff has received an offer for the Brown property in the amount of \$3,000. The current tax value is \$26,000.

Commissioner Kennedy, seconded by Vice-Chairman Blust, moved to elect to use the negotiated upset bid process and accept the offer of \$3,000 and start the upset bid process.

VOTE: Aye-4(Hodges, Blust, Kennedy, Welch)  
Nay-0  
Absent-1(Yates)

Ms. Pierce stated that staff recommended the bid value for the Mill Ridge property be lowered to \$4,525 (50% less than current asking price). A proposed resolution was presented authorizing the property be listed for sale on GovDeals.

Vice-Chairman Blust, seconded by Commissioner Kennedy, moved to adopt the resolution to offer the Mill Ridge property for sale on GovDeals with a minimum bid amount of \$4,525.

VOTE: Aye-4(Hodges, Blust, Kennedy, Welch)  
Nay-0  
Absent-1(Yates)

## **PRESENTATION OF SMOKY MOUNTAIN CENTER'S AUDITED FINANCIAL STATEMENTS**

Commissioner Kennedy stated that he was voted back on as a member of the Smoky Mountain Center Board and presented the Smoky Mountain Center's Annual Audited Financial Statements for the Fiscal Year ending June 30, 2014, as required by Statute.

Ms. Pierce stated that the audit did find a deficiency in Smoky Mountain Center's financial reporting methods and the audit was late; however, there was not a significant concern unless the same deficiency happened again.

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

## **MISCELLANEOUS ADMINISTRATIVE MATTERS**

### ***A. Daymark Recovery Services, Inc. Proposed Lease Renewal***

County Manager Geouque stated that the lease with Daymark Recovery Services is scheduled to expire June 30, 2015. Daymark Recovery Services would like to renew the lease with the same terms and conditions as the current lease. The space to be leased is at the County's Human

Service Building and includes 13,775 square feet of space. Daymark has agreed to lease the space at the rate of \$10 per square foot (\$137,750 per year) in monthly installments of \$11,479.17. The new lease term would be July 1, 2015 to June 30, 2018. Included in the lease under Section 10 is an additional fee in the amount of \$67,718 per year, to be paid in monthly installments of \$5,643, which is to cover utilities and janitorial services.

County Attorney Eggers stated that a resolution of intent was required to be published ten days prior to the Board officially approving the lease.

Commissioner Kennedy, seconded by Commissioner Welch, resolved to direct the County Manager to advertise the proposed lease with Daymark Recovery Services for ten days and to bring the lease back to the Board for final approval after the required advertisement.

VOTE: Aye-4(Hodges, Blust, Kennedy, Welch)  
Nay-0  
Absent-1(Yates)

### ***B. State Highway Patrol Proposed Lease Renewal***

County Manager Geouque presented a proposed lease renewal for office space at the Law Enforcement Center for the North Carolina State Highway Patrol (NCSHP) which expired March 31, 2015. The requested renewal amount is \$4,560 annually for a term of one year with two one year extensions. The space requested is 365 square feet. The change reflects the possibility that the Highway Patrol may be required to relocate in the future should 911 Communications be required to expand at the current facility.

Chairman Hodges requested the lease specify that the NCSHP will be agreeable to relocate in the future.

County Attorney Eggers requested the lease clarify the option to renew and included wording requiring any alterations to the property be made after receiving written consent from the County.

Commissioner Kennedy, seconded by Commissioner Welch, moved to approve the lease with the North Carolina Department of Public Safety for office space for the Highway Patrol in the amount of \$4,560 annually for a one year term with two one year extensions as amended and contingent upon the County Attorney's review.

VOTE: Aye-4(Hodges, Blust, Kennedy, Welch)  
Nay-0  
Absent-1(Yates)

### ***C. Boards and Commissions***

County Manager Geouque stated that Ms. Connie Baird resigned from the Watauga County Tourism Development Authority Board (TDA) effective immediately. Ms. Baird recommended

both Ms. Donna Horbury, with Blue Ridge Vacation Cabins, and Ms. Kim Rogers, with Jenkins Realty and a former TDA Board member, for consideration to fill her unexpired term. The TDA has requested the Board waive the first reading and appoint a member so that this individual may attend the TDA's retreat on April 14, 2015.

Commissioner Welch, seconded by Vice-Chairman Blust, moved to waive the second reading and appoint Ms. Kim Rogers to fill the unexpired term of Ms. Connie Baird on the Watauga County Tourism Development Board.

VOTE: Aye-4(Hodges, Blust, Kennedy, Welch)  
Nay-0  
Absent-1(Yates)

#### ***D. Announcements***

County Manager Geouque announced that a joint meeting with the Watauga County Economic Development Commission will be held on Tuesday, April 14, 2015, at 1:00 p.m. in the Commissioners' Board Room.

#### **PUBLIC COMMENT**

There was no public comment.

#### **CLOSED SESSION**

At 9:35 A.M., Commissioner Kennedy, seconded by Vice-Chairman Blust, moved to enter Closed Session to discuss Attorney/Client Matters, per G. S. 143-318.11(a)(3).

VOTE: Aye-4(Hodges, Blust, Kennedy, Welch)  
Nay-0  
Absent-1(Yates)

Commissioner Kennedy, seconded by Vice-Chairman Blust, moved to resume the open meeting at 10:26 A.M.

VOTE: Aye-4(Hodges, Blust, Kennedy, Welch)  
Nay-0  
Absent-1(Yates)

#### **POSSIBLE ACTION AFTER CLOSED SESSION**

A proposed agreement was presented between Orbitz, LLC, Trip Network, Inc., TVL LP (f/k/a Travelocity.com LP), Expedia, Inc., Hotels.com L.P., and Hotwire, Inc. (individually "OTC" and collectively "OTCs"), and the County of Watauga and towns of Banner Elk, Beech Mountain, Blowing Rock and Seven Devils (collectively "the Taxing Jurisdictions") to be effective the 20th day of April 2015. The agreement would resolve the OTCs' dispute with the Taxing

Jurisdictions regarding the amendments and all past potential occupancy tax liability to the Taxing Jurisdictions for occupancy of accommodations facilitated by any OTC commencing between January 1, 2011, and April 20, 2015, and for occupancy of accommodations facilitated by any OTC commencing thereafter pursuant to reservations made between January 1, 2011, and April 20, 2015.

Commissioner Kennedy, seconded by Vice-Chairman Blust, moved to accept the agreement from Orbitz, LLC, Trip Network, Inc., TVL LP (f/k/a Travelocity.com LP), Expedia, Inc., Hotels.com L.P., and Hotwire, Inc. as presented.

VOTE: Aye-4(Hodges, Blust, Kennedy, Welch)  
Nay-0  
Absent-1(Yates)

County Manager Geouque updated the Board regarding the Sales Tax Bill currently being considered by the State.

**ADJOURN**

Commissioner Kennedy, seconded by Commissioner Welch, moved to adjourn the meeting at 10:38 A.M.

VOTE: Aye-4(Hodges, Blust, Kennedy, Welch)  
Nay-0  
Absent-1(Yates)

\_\_\_\_\_  
Jimmy Hodges, Chairman

ATTEST:

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

**AGENDA ITEM 3:**

**APPROVAL OF THE APRIL 21, 2015, AGENDA**

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**AGENDA ITEM 4:****BOARD OF EQUALIZATION & REVIEW (E&R) SCHEDULE****MANAGER'S COMMENTS:**

Ms. Mitzi Rochelle, Tax Department, will discuss the scheduling of the FY 2015 Board of Equalization and Review (E&R). The Board may create a special Board of Equalization and Review that will serve this spring. Last year, during the revaluation process, the Board was incorporated to include the Manager as an alternate member.

Staff requests the Board approve the schedule for FY 2015 Board of Equalization and Review as presented. In addition, direction is requested as to whether the Board wishes to create a special board for E&R or if the Board of County Commissioners plans to serve in that capacity. Should the Board wish to have the County Manager serve as an alternate member the attached resolution would need to be adopted.

Board action is required.




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# WATAUGA COUNTY TAX ADMINISTRATION

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*Courthouse, Suite 21 – 842 West King Street – Boone, NC 28607  
(828) 265-8021 – FAX (828) 264-3230*

## MEMORANDUM

TO: Deron T. Geouque  
 FROM: Larry D. Warren  
 SUBJECT: 2015 Board of Equalization and Review  
 DATE: April 15, 2015

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I'd like to present to the Board the meeting dates for the 2015 Board of E&R. I'd like to present the dates and times at the April 21st meeting.

Dates and times for Board of E&R approval are as follows:

Convene on Monday May 4, 2015 at 4:00 pm.  
 Adjourn for the taking of applications on Friday May 29, 2015 at 7:00 pm.

Meeting times:

May 06, 2015	4:00 pm-7:00 pm
May 07, 2015	4:00 pm-7:00 pm
May 13, 2015	4:00 pm-7:00 pm
May 14, 2015	4:00 pm-7:00 pm
May 18, 2015	4:00 pm-7:00 pm
May 21, 2015	4:00 pm-7:00 pm
May 29, 2015	4:00 pm-7:00 pm

The dates and times the Board approves will be advertised locally prior to the first meeting. The convening and adjourning dates for the 2015 Board of E&R is the official time for taking of applications for hearing of the property tax appeals. Compensation for the 2015 Board of E&R will also need to be approved. The member compensation for the past several years has been set at \$75.00 per session. Please let me know if you have questions.

Also, I would like to present the attached Resolution for the Board's approval in establishing the Watauga County Board of Equalization and Review for 2015.

COUNTY OF WATAUGA

STATE OF NORTH CAROLINA

**RESOLUTION ESTABLISHING  
WATAUGA COUNTY BOARD OF EQUALIZATION AND REVIEW**

**WHEREAS**, North Carolina General Statutes Section 105-322 authorizes the Board of County Commissioners by resolution to appoint a special Board of Equalization and Review to hear and review appeals of listings and valuations placed upon taxable property located within Watauga County; and

**WHEREAS**, this Board desires to establish a Board of Equalization and Review to perform those duties specified in G.S. 105-322.

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

That this Board hereby establishes a Board of Equalization and Review as follows:

**MEMBERSHIP:**

1. Shall consist of the 5 member County Commissioners, each having one vote.
2. Three members shall constitute a quorum.
3. One alternate shall be appointed consisting of the County Manager.
4. The alternate shall only serve to meet a quorum of the Board for a scheduled Board of Equalization and Review meeting.

**POWERS AND DUTIES:**

The powers and duties of this Board shall be as specified in NCGS 105-328 and Article 21 of the Machinery Act.

**ADOPTED** by the Watauga County Board of Commissioners this, the 21<sup>st</sup> day of April, 2015.

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Jimmy Hodges, Chairman  
Watauga County Board of Commissioners

**ATTEST:**

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Anita J. Fogle, Clerk to the Board

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**AGENDA ITEM 5:****REQUEST TO APPROVE FUNDING FROM THE NORTH CAROLINA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES (NCDENR) MERCURY GRANT****MANAGER'S COMMENTS:**

At the March 3, 2015 Board meeting, authorization was given to submit a Mercury Products Recycling grant in the amount of \$10,000 to the North Carolina Department of Environment and Natural Resources for a Household Hazardous Waste Facility. County staff received notification of approval for the grant with an additional \$14,055 awarded.

The Board approved funds in the current fiscal year budget to construct and operate a household hazardous waste facility that would allow for enhanced service at the same or current cost being paid for contracted services. County funds budgeted for the project was \$50,000. The grant does not require a county match.

Board action is required to accept the Mercury Products Recycling grant from the North Carolina Department of Environment and Natural Resources for a Household Hazardous Waste Facility in the amount of \$24,055.

Watauga County Sanitation  
Recycling Office

# Memo

**To:** Deron Geouque  
**From:** Heather Bowen, Recycling Coordinator  
**cc:** JV Potter, Donna Watson  
**Date:** April 17, 2015  
**Re:** Request to Approve Funding from the NCDENR Mercury Grant

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The Sanitation Department has been approved for state funding through the N.C. Department of Environmental and Natural Resources Mercury Grant. This grant award will be used to fund our Household Hazardous Waste facility that will be open to residents for hazardous waste disposal. Attached is the copy for approval that is to be signed and returned within the 15 day time limit.

**Total Amount of Grant Award: \$24,055.00**

\*The initial amount offered through the grant was \$10,000.00 but it was revised and funds were added by NCDENR to increase the total amount available for award to \$24,055.00.



## North Carolina Department of Environment and Natural Resources

Pat McCrory  
Governor

Donald R. van der Vaart  
Secretary

April 17, 2015

Ms. Heather Bowen  
Watauga County  
Sanitation Department  
336 Landfill Rd.  
Boone, NC 28607

Dear Ms. Bowen:

Enclosed is a copy of Contract No. 6447 between the North Carolina Department of Environment and Natural Resources and **Watauga County** for **Watauga County Mercury Products Recycling Grant**.

Please have an authorized representative sign the enclosed document in **BLUE INK** (an **original signatures is required**) and **return document to me via e-mail for execution by the Department**.

Please be advised that no work can be performed under this contract until both the **Grantee and Department** have executed the contract. *Failure to return the documents within fifteen (15) days, for execution by the Department may result in the Department's withdrawal of the offered contract.* Should you have any questions, please contact me at (919) 707-8539.

Sincerely,

Purchasing Agent  
Division of Financial Services  
Purchase and Services Section

Enclosures

Joseph Fitzpatrick, DENR Division of Environmental Assistance and Customer Service

STATE OF NORTH CAROLINA  
 COUNTY OF WAKE

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

This Contract is hereby made and entered into this **1<sup>st</sup> Day of June 2015**, by and between the **NORTH CAROLINA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES**, (the "Agency") and **WATAUGA COUNTY**, (the "Grantee") (referred to collectively as the "Parties").

**1. Contract Documents:** This Contract consists of the Grant Contract and its attachments, all of which are identified by name as follows:

- (1) Grant Contract No. 6447
- (2) General Terms and Conditions (Attachment A)
- (3) Agency's Request for Proposal (RFP) (Attachment B)
- (4) Grantee's Response to Agency's RFP, including line item budget and budget narrative and *if applicable*, indirect cost documentation (Attachment C)

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements. The Parties may enter into Contract Amendments in accordance with the General Terms and Conditions as described in Attachment A.

**2. Precedence Among Contract Documents:** In the event of a conflict between terms of the Contract Documents, the term in the Contract Document with the highest relative precedence prevails. The order of precedence is established by the order of documents 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 has the highest precedence and the oldest amendment has the lowest precedence.

**3. Contract Period:** This Contract shall be effective on **June 1, 2015** and shall terminate on **May 31, 2018**.

**4. Project Period:** The Grantee begins the project on **June 1, 2015**. The Grantee undertakes and completes the project in a sequence that assures expeditious completion in light of the purposes of this agreement. Grantee completes the project on **May 31, 2018**.

**5. Grantee's Duties:** The Grantee provides the project as described in Attachment C, **Watauga County Mercury Products Recycling Grant** and in accordance with the approved budget in Attachment C.

**6. Agency's Duties:** The Agency shall pay the Grantee in the manner and in the amounts specified in the Contract Documents.

The total amount paid by the Agency to the Grantee under this Contract shall not exceed **TWENTY FOUR THOUSAND FIFTY FIVE DOLLARS (\$24,055.00)**.

This amount consists of:

Type of Funds	Funding Source	CFDA No.
Appropriations	NC General Assembly	N/A

Accounting Code Information:

Dollars	GL Company	GL Account	GL Center
\$24,055.00	1602	536961	6760

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

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

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

- d. The Grantee has committed to an additional \$ to complete the project as described in Attachment C.

The contributions from the Grantee shall be sourced from non-federal funds.

The total contract amount is **\$24,055.00**

**7. Reversion of Unexpended Funds**

Any unexpended grant funds shall revert to the Agency upon termination of this Contract.

**8. Reporting Requirements:**

Any Grantee receiving at least \$15,000 but less than \$500,000 in state funds from the Agency within any fiscal year is required to file with each funding state agency a sworn accounting of receipts and expenditures of state funds in the format approved by the State Auditor. This accounting must be attested to by the Grantee fiscal officer and one other authorizing officer of the Grantee. This accounting must be filed with each funding state agency within six months after the end of the Grantee's operating year. If the Grantee receives STATE funds of \$500,000 or more during its fiscal year, it must file with the State Auditor and each funding agency its audited financial statements in accordance with the standards and formats prescribed by the State Auditor in Memorandum NGO-2 "Grantee Audit Reports." If the Grantee receives \$500,000 or more in FEDERAL awards during its fiscal year from any source, including federal funds passed through the State or other grantors, it must obtain a single audit or program-specific audit conducted in accordance with the Federal Office of Management and Budget's Circular A-133 "Audits of States, Local Government and Non-Profit Organizations." If the above amounts are not met by one single funding agency, but rather any combination of funding agencies, then the appropriate reports shall be sent to the Office of the State Auditor and to the Agency. Also, a corrective action plan for any audit findings and recommendations must be submitted along with the audit report or within the period specified by the applicable OMB Circular or Memorandum.

**9. Payment Provisions:**

The Agency reimburses the Grantee for actual allowable expenditures with the Agency retaining a minimum of ten percent (10%) of the Agency’s funds until all required activities are completed and reports/deliverables are received and accepted by the Agency. An allowable expenditure is defined as one associated with work performed to meet the milestones that have been addressed during the specific reporting period. The Agency may withhold payment on invoices when the Grantee fails to accomplish the milestones stated in Attachment C.

**10. Invoices:** The Grantee submits invoices to the Agency Contract Administrator at least quarterly. The final invoice must be received by the Agency within 45 days after the end of the contract period.

Amended or corrected invoices must be received by the Agency’s Office of the Controller within six months after the end of the contract period. The Agency will not pay any invoice received more than 6 months after the end of the effective period.

**11. Contract Administrators:** Each Party submits notices, questions and correspondence to the other Party’s Contract Administrator. The name, address, telephone number, fax number, and email address of the Parties’ initial Contract Administrators are set out below. Either Party may change the name, address, telephone number, fax number, or email address of its Contract Administrator or Principal Investigator or Key Personnel by giving timely written notice to the other Party.

Any changes in the scope of the contract which increase or decrease the Grantee’s compensation are not effective until approved in writing by the Agency’s Head or Authorized Agent.

<b>Agency Contract Administrator:</b>
Joseph Fitzpatrick Division of Environmental Assistance and Customer Service 1639 Mail Service Center Raleigh, NC 27699 Telephone: (919) 707-8121 Email: <a href="mailto:joseph.fitzpatrick@ncdenr.gov">joseph.fitzpatrick@ncdenr.gov</a>

<b>Grantee Contract Administrator:</b>	<b>Grantee Principal Investigator or Key Personnel</b>
Deron T Geouque, County Manager Watauga County 814 West King St, Suite 205 Boone, NC 28607 Telephone: (828) 265-8000 Fax: (828) 264-3230 Email: <a href="mailto:deron.geouque@watgov.org">deron.geouque@watgov.org</a>	Heather Bowen, Recycling Coordinator Watauga County 336 Landfill Rd. Boone, NC 28607 Telephone: (828) 264-5305 Fax: (828) 264-1702 Email: <a href="mailto:heather.bowen@watgov.org">heather.bowen@watgov.org</a>

**12. Grantee Principal Investigator or Key Personnel:** The Grantee shall not substitute the Principal Investigator or key personnel assigned to the performance of this contract without prior approval by the Agency Contract Administrator.

**13. Supplantation of Expenditure of Public Funds:**

The Grantee assures that funds received pursuant to this Contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that the Grantee otherwise expends for **Watauga County Mercury Products Recycling Grant** 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 Grantee's total expenditure of other public funds for such services.

**14. Disbursements:** As a condition of this Contract, Grantee 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
  - Legality of disbursement
- c. Assure adequate control of signature stamps/plates;
- d. Assure adequate control of negotiable instruments; and
- e. Implement procedures to insure that account balance is solvent and reconcile the account monthly.

**15. Outsourcing:** The Grantee certifies that it has identified to the Agency all jobs related to the Contract that have been outsourced to other countries, if any. Grantee further agrees that it will not outsource any such jobs during the term of this Contract without providing notice to the Agency and obtaining written approval from the Agency Contract Administrator prior to outsourcing.**16. E-Verify:** As required by G.S. §143-48.5 (Session Law 2013-418), the Grantee certifies that it, and each of its subcontractors for any contract awarded as a result of this solicitation, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.**17. Assurances For Non-Federally Funded Contracts:** The GRANTEE certifies that with regard to:

1. **Debarment And Suspension** - To the best of its knowledge and belief that it and its principals:
  - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local government agency;
  - (b) 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;
  - (c) 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 (1)(b) of this certification; and
  - (d) 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.

2. **Lobbying** - To the best of his or her knowledge and belief, that:

- (a) No Federal, State or local government 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 Federal, State or local government agency; a member of Congress, North Carolina's General Assembly or local government body; an officer or employee of Congress, North Carolina's General Assembly or local government body, or an employee of a member of Congress, North Carolina's General Assembly or local government body, in connection with the awarding of any Federal, State or local government contract, the making of any Federal, State or local government grant, the making of any Federal, State or local government loan, the entering into of any Federal, State or local government cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal, State or local government contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal, State or local government 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, North Carolina's General Assembly or local government body; an officer or employee of Congress, North Carolina's General Assembly or local government body; or an employee of a member of Congress, North Carolina's General Assembly or local government body in connection with the Federal, State or local government contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

3. **Drug-Free Work Place Requirements** - It will comply by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about -
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee'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), above, 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 of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2), above, from an employee or otherwise receiving actual notice of such conviction;
- (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; 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), above.
- 4. Will comply with the provisions of the Equal Employment Practices Act set out in Article 49A of Chapter 143 of the North Carolina General Statutes.
- 5. Will comply, as applicable, with the provisions of the Wage and Hour Act, Occupational Safety and Health Act of North Carolina, Controlled Substance Examination Regulation, Retaliatory Employment Discrimination, Safety and Health Programs and Committees, Workplace Violence Prevention, and other applicable provisions of Chapter 95 of the North Carolina General Statutes regarding labor standards.
- 6. Will comply with all applicable requirements of all other federal, state and local government laws, executive orders, regulations and policies governing this program.

**18. Signature Warranty:**

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

N.C.G.S. §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 (Grantee) 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.

IN WITNESS WHEREOF, the Grantee and the Agency execute this agreement in two (2) originals, one (1) of which is retained by the Grantee and one (1) of which are retained by the Agency, the day and year first above written.

**WATAUGA COUNTY**

**NORTH CAROLINA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES**

Donald R. van der Vaart, Secretary

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

By \_\_\_\_\_  
Department Head's Signature or Authorized Agent

\_\_\_\_\_  
Typed / Printed Name

\_\_\_\_\_  
Michael G. Bryant, Chief of Purchasing  
Type / Printed Name and Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Financial Services Division/Purchasing and Contracts Section  
Division/Section

**ORIGINAL**

**General Terms and Conditions  
Governmental Entities  
May 1, 2011**

**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. 143-6.2(b): 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. 143-6.2(a)(1): 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. 143-6.2(a)(3): 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 sub-granted to other organizations. Pursuant to N.C.G.S. 143-6.2(b), 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. 143-6.2(b): 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. 143-6.2(a)(2): 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 insures 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.

### Default and Termination

**Termination by Mutual Consent:** Either party may terminate this agreement upon thirty (30) 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, shall 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 and 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 Environment and Natural Resources 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 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 three 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 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 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.

**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 Agency. 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, 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:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipates 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."

# Mercury Products Recycling Grant Program

## APPLICATION GUIDELINES

N.C. Department of Environment and Natural Resources  
Division of Waste Management  
Division of Environmental Assistance and Customer Service

The purpose of this grant program is to assist North Carolina local governments, solid waste authorities and water and sewer authorities in developing, implementing, and expanding recycling programs to collect products containing mercury with particular emphasis on increasing the number of public collection sites for fluorescent lights and mercury thermostats. The Division of Environmental Assistance and Customer Service (DEACS) will administer the Mercury Products Recycling Grant Program through the Solid Waste Management Outreach Program with funding assistance from the Division of Waste Management Mercury Switch Program as provided by [NCGS 130A-310.54](#).

With the release of these guidelines, DEACS is accepting applications for grant funding from municipalities, counties, water & sewer authorities and solid waste authorities seeking to implement or expand programs collecting and recycling mercury containing products from the public. **Applicants should carefully read this entire document prior to submitting an application.** Applicants are strongly encouraged to contact Joe Fitzpatrick at (919) 707-8121 or [joseph.fitzpatrick@ncdenr.gov](mailto:joseph.fitzpatrick@ncdenr.gov) to discuss application requirements and funding options prior to starting work on their grant application.

### **Eligible Entities:**

North Carolina counties, municipalities, water & sewer authorities and solid waste authorities are eligible for funding through the Mercury Products Recycling Grant Program.

### **Available Funding:**

The Division of Environmental Assistance and Customer Service (DEACS) plans to offer grants through the Mercury Products Recycling Grant Program on an ongoing basis for the duration of funding availability. Approved applications will generally be funded in the order in which they were received. First time applicants may receive priority over return applicants.

Successful applicants are eligible for a Mercury Product Recycling Grant award of **up to \$25,000**. The primary purpose of the Mercury Products Recycling Grant program is to help create or expand the infrastructure needed to collect mercury containing products from the public. Grant funding is also available to help pay for program promotion and for recycling costs. There are limitations on the amount of grant funding that can be specifically dedicated to paying for recycling costs – see section titled “Examples of Fundable Activities” for more details.

In the event that funding is not available when an application is received, DEACS will place applicants on a waiting list in the order in which they were approved and will initiate grants as soon as funds become available.

### **Grant Contract Period:**

Successful applicants will enter into a contract with the Department of Environment and Natural Resources. Grant contracts will only be initiated once all application requirements are met. Mercury Product Recycling Grants will be written for a minimum contract term of one (1) year and a maximum contract term of three (3) years. Contract period options are limited to one (1), two (2), or three (3) years. Applicants should carefully consider their needs as they develop their grant timeline and submit their application.

Grantees must expend funds and submit a final report within the contract period unless the contract term is extended by written agreement between the grantee and DENR. Requests for no-cost time extensions should be submitted to the division at least 60 days prior to the contract expiration date. Funds not expended by the end of the contract period will be forfeited. Any funds expended prior to the start of the contract will not be reimbursed.

**Cash Match Requirements:**

There is no cash match requirement for participation in the Mercury Product Recycling Grant Program. See section on “Examples of Fundable Activities” for more information on funding limitations.

**Due Date:**

There is no due-date for Mercury Product Recycling Grant applications. Applications will be accepted year round and grants will be funded on an on-going basis for the duration of funding availability.

**Program Requirements:**

To be eligible for Mercury Product Recycling Grant funding a new or existing mercury product recycling program must meet the following criteria:

- Program must accept fluorescent lights and mercury thermostats. The acceptance of other mercury products is desirable but not required.
- Program must accept items from the public at no cost. Programs may accept and manage fluorescent lights from commercial sources, public schools, and/or government facilities, but grant support is not available to assist with the recycling costs of managing mercury products collected from these sources.
- Program must have a minimum of one location that is open year-round to accept materials for a minimum of four (4) days per week.

**Program Options:**

The Mercury Products Recycling Grant Program seeks to provide funding to increase the recycling of mercury-containing products from the public. Funding will be available for the following program options:

**Option 1: Funding for New Program:**

Funding is available to establish a new mercury product recycling program that will operate separately from any current Household Hazardous Waste (HHW) program.

**Option 2: Funding for Expanding / Enhancing Existing Program:**

Funding is available to expand / enhance an existing mercury product recycling program that operates separately from any current HHW program. With this option, grant funds are available to expand the number of collection sites/locations, enhance the current program, and to support the recycling costs for the mercury containing materials collected. Existing programs can only receive grant funding for the support of recycling costs if the program is also enhancing or expanding mercury product recycling efforts. Grants are available under Program Option 2 to both first-time and return applicants.

**Option 3: Funding Support for HHW Collection of Mercury Containing Products:**

Funding is available to assist local governments with the collection of mercury-containing products through a regularly scheduled HHW collection program. To be eligible for mercury product recycling grant support for HHW collection efforts, the following conditions must be met:

- The HHW program must be open to accept fluorescent lights or mercury thermostats from the public at least four (4) days a week; **OR**

- The local government must operate a separate mercury product recycling program meeting the standards outlined in the “Program Requirements” section of this document.

Only HHW program costs that can be associated with the management of mercury containing products are eligible for grant funding support. Grants are available under Program Option 3 to both first-time and return applicants.

**Examples of Fundable Activities:**

Mercury Product Recycling Grant funds may be used to support a wide variety of expenses associated with collecting mercury containing products from the public, including recycling costs paid to vendors for the processing / recycling of the mercury containing products.

The following list provides examples of approved uses of Mercury Product Recycling Grant funds:

- Storage buildings (e.g., sheds),
- Storage containers for receiving materials at collection sites (e.g., deck storage boxes),
- Program materials and packing supplies,
- Thermostat collection box through [Thermostat Recycling Corporation](#),
- Mercury spill kit(s),
- Education and outreach / program promotional expenses including program signs, brochures, advertising and other promotional costs,
- Mercury thermometer exchange program related costs, and
- Recycling costs for mercury containing products, as follows:
  - Program Option 1 or 2 – programs seeking grant support for recycling cost of fluorescent lamps must use one of the vendors on the State of North Carolina [Term Contract 926B](#) and the amount of grant funds that can be used towards payment of recycling costs is limited to \$1,000 per grant contract year, with a maximum award of \$3,000 to support recycling costs.
  - Program Option 3 – HHW programs seeking grant support for the handling and recycling of mercury containing products will be limited to \$5,000 per grant contract year, with a maximum award of \$15,000.

Grant funds may not be used to pay for employee salaries, for administrative expenses such as overhead costs, for vehicle or equipment related operating expenses, or for program utility expenses. If you have questions about whether a potential expenditure may be eligible for grant funding support, please contact Joe Fitzpatrick at (919) 707-8121 or [joseph.fitzpatrick@ncdenr.gov](mailto:joseph.fitzpatrick@ncdenr.gov).

Please note: Drum-top bulb crushers and expenses associated with operating bulb crushers **are not** eligible for Mercury Products Recycling Grant Program funding.

**Information for Current or Previous Grantees Considering Reapplication:**

Previous Mercury Product Recycling Grant recipients are eligible to reapply for Mercury Product Grant Funding under the following conditions:

- The return applicant must have exhausted all originally awarded Mercury Product Recycling Grant funding and they must have successfully completed all requirements associated with their earlier grant contract; and
- Return applicants must be planning to expand or enhance their existing mercury product recycling efforts as a part of their return application for grant funding.

Recurring applicants may seek funding through Program Option 2 or Program Option 3 (see section on Program Options). Grant funding is available to recurring applicants for program supplies, recycling costs, education and outreach efforts, and to expand or enhance their mercury product collection efforts. To ensure that sufficient funds are available for all eligible entities interested in establishing programs to

recycle mercury containing products, when making grant awards priority may be given to first-time applicants.

**Other Requirements:**

1. **Fluorescent Lights from Public Buildings:** Each applicant must demonstrate as a part of their grant application that they operate a recycling program to manage fluorescent lights and mercury containing thermostats generated by the facilities that they own and operate. If applicants do not presently recycle lamps from their buildings then a program to do so must be implemented in order to be eligible for grant funding.
2. **Notification Requirement if collecting at a Permitted Solid Waste Facility:** Applicants seeking to establish a collection program for mercury products at a permitted solid waste facility must provide written notification to the N.C. Division of Waste Management, Solid Waste Section, attention: Ed Mussler, P.E., Permitting Branch Head, 1646 Mail Service Center, Raleigh NC 27699-1646, [Ed.Mussler@ncdenr.gov](mailto:Ed.Mussler@ncdenr.gov). Written notification must include facility name and address, permit number, a list of mercury containing materials to be collected and a description of the specific location for handling and storage of materials at the permitted facility.
3. **Staff Training Procedures:** Applicants must demonstrate how staff will be trained in the proper handling and storage of all mercury containing materials in accordance with Universal Waste Rules [15A NCAC 13A.0119](#) as well as in proper spill containment and clean-up. Spill response materials and instructions for cleaning up mercury spills are to be readily accessible at the storage facility.
4. **Use of Statewide Convenience Contract:** Fluorescent lights collected through a new or existing recycling program using Mercury Products Recycling Grant Program funds (Program Option 1 or 2) must be sent to one of the approved vendors listed in State of North Carolina [Term Contract 926B](#) if the applicant is seeking reimbursement of recycling costs associated with fluorescent lights.
5. **Recycling Reimbursement Costs:** Documentation from the recycling vendor must be submitted when requesting reimbursement of recycling costs. For mercury containing materials managed by HHW programs, copies of invoices or manifests must be submitted with requests for reimbursement. HHW programs seeking reimbursement of recycling costs and other reasonable expenses associated with collecting and handling mercury containing materials must submit an HHW Disposal/Recycling Expense Form with their reimbursement request. For a copy of this form, contact Joe Fitzpatrick at (919) 707-8121 or [joseph.fitzpatrick@ncdenr.gov](mailto:joseph.fitzpatrick@ncdenr.gov).
6. **Retroactive Costs:** N.C. Department of Environment and Natural Resources (DENR) grant making rules do not allow for the reimbursement of costs for purchases made prior to the execution of a grant contract. Any grant-related purchases made prior to the grant contract period start date will not be reimbursed. It is estimated that grant contracts will be in place approximately two months after a grant is formally awarded.
7. **Universal Wastes:** Fluorescent lights and mercury thermostats are Universal Wastes. Collection, storage and transportation of these materials must comply with the Universal Waste Regulations as set forth in [15A NCAC 13A.0119](#). For more information contact Ann Preston, Division of Waste Management, Hazardous Waste Section, at (919) 707-8226 or [ann.preston@ncdenr.gov](mailto:ann.preston@ncdenr.gov).
8. **Applicant must be in good standing with DENR:**
  - a. Applicants with delinquencies on existing DEACS grants (e.g., failure to submit final report) will not be considered for funding until such delinquencies are corrected.
  - b. All applicants selected for funding will undergo a compliance review to ensure that they do not have any outstanding Notices of Violation (NOV) or Notices of Deficiency (NOD) related to North Carolina solid waste management rules and statutes. Outstanding NOV/NODs must be corrected to the satisfaction of the N.C. Division of Waste Management prior to any grant being awarded. Applicants with outstanding NOV/NODs are responsible for providing DEACS with information indicating that they are in

compliance and that NOV/NODs have been corrected before a grant contract can be initiated.

- c. Applicants that have failed to complete and submit the required Local Government Solid Waste and Materials Management Annual Report will not be considered for funding.
9. **Agreement on Final Grant Applications:** As a condition of grant award, 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 grant application will become an attachment to the Grant Contract.

**Mercury Products Recycling Grant Program Application Requirements:**

The following information outlines the mandatory components of the application. Please follow this format.

1. **Contact Information** including:
  - Name and title of main contact
  - Organization
  - Address
  - Telephone and fax numbers
  - E-mail address
2. **Management of Bulbs from Public Buildings:** Provide information on established recycling program for fluorescent lights and mercury containing thermostats from buildings owned by the applicant. Include information on the vendor and or method used to recycle the collected materials.
3. **Program Option and Description:** Please specify whether you are seeking grant support for Program Option 1, 2 or 3. Also, please specify if this is a first-time application or a return application for Mercury Products Recycling Grant funding.
  - If you are applying for grant funding to establish a new program (Option 1), please provide a detailed description of your plan for implementing your program including information on the service provider, collection method and frequency, program hours/days of operation, and the name of vendor to be used for recycling the collected materials. Full disclosure of any fees charged to program users for the collection of any mercury products to be collected must be presented in this program description.
  - If you are applying for grant funding to expand or enhance your current collection of mercury products (Option 2), please provide a description of your current program including information on the service provider, collection method and frequency, program hours/days of operation, and the name of vendor to be used for recycling the collected materials, and data on the amount of mercury products collected by this program in the past. Additionally, if submitting a return application for grant funding, please include a description of the planned expansion or program enhancement.
  - If you are applying for grant funding to support the collection of mercury products through an HHW program (Option 3), please provide information showing that your program meets the required operating hours (4 days/week ongoing) or that you have a separate program collecting mercury products that meets this requirement. Additionally, please provide data on the amount of mercury products accepted by this program in the past.
4. **Materials Collected:** List specific mercury containing products to be collected. List must include mercury containing thermostats and fluorescent lights.
5. **Measurement Plan:** Provide a brief description of your plans to track data about program productivity and the amount of mercury products collected.
6. **Staff Training Procedures:** Provide a written statement detailing staff training procedures on proper handling and storage of mercury products (see Other Requirements item #3 for more

- information). Vendors on State of North Carolina [Term Contract 926B](#) can help with training needs.
7. **Notification Requirement:** If your program will collect or store materials at a permitted solid waste facility please include copy of notification made to N.C. DENR, Division of Waste Management (see Other Requirements item #2 for more information).
  8. **Public Outreach Plan:** Provide a detailed description of your public outreach plan. The Outreach Plan should include increased local education and public outreach efforts for recycling of fluorescent lights and mercury thermostats. Include plans for distributing educational program materials, a list of methods that will be used to educate the community about the program and how program participation will be promoted. If available, please provide examples of any educational brochures, flyers or mailers which you plan to use. DEACS staff is available to provide feedback on and assistance with the development of program brochures and educational and promotional materials. Applicants are encouraged to develop partnerships with electric utilities such as Duke Energy, electrical cooperatives and/or local retailers for the collection of bulbs.
  9. **Implementation Timeline:** Application must specify the desired length of grant contract. Options are limited to one (1), two (2), or three (3) years. Provide a timeline for the implementation of activities under this grant. At a minimum the grant timeline must include the date mercury product collection will begin and the date that the final report will be submitted to the state.
  10. **Program Budget:** Provide a budget listing items to be purchased using grant funds. Please see the *sample budget* format below for an example on how to prepare your program budget.

Description (Quantity)	Funds Requested
Storage shed for consolidating collected materials (1)	\$10,000
Shelves for Storage Shed (2)	\$500
Containers for receiving mercury products at recycling collection points such as solid waste convenience centers (8) (e.g., deck storage boxes)	\$4,000
Program materials and packing supplies	\$150
Recycling cost for collected materials (please estimate quantity of bulbs to be managed, not to exceed \$1,000 per grant contract year for Program Option 1 or 2*)	\$3,000
Signs (8)	\$800
Brochures and various educational materials needed for public outreach plan	\$350
Program advertising and outreach	\$400
Mercury Spill Kit (8)	\$400
Thermostat Collection Box (1)	\$25
Support for HHW program efforts to collect mercury products (only necessary if seeking grant program support of HHW efforts). Not to exceed \$5000 per grant contract year – only applicable under Funding Option 3.	\$5,000
<b>Total Project Expenditures</b>	<b>\$24,625</b>

\* \$1,000 will cover the recycling cost of 2,083 CFLs and 3,125 standard 4 ft. tubes when utilizing Term Contract 926B.

**How to Submit Applications:**

Applicants must submit an electronic copy of their proposal. Receipt of all proposals will be acknowledged by e-mail or other correspondence. Submit electronic versions to [joseph.fitzpatrick@ncdenr.gov](mailto:joseph.fitzpatrick@ncdenr.gov). Please submit electronic versions as a Microsoft Word document.

**Other Terms and Conditions:**

All grantees are subject to the terms and conditions listed below. Additional terms and conditions may be addressed in the grant contract and / or listed at the following web site:

<http://portal.ncdenr.org/web/DEACS/recycling/lg/financial-assistance>.

- **EIN and NC E-Procurement Registration** – Grantees will be required to provide the local government’s EIN (Federal ID number) and to register with the state’s NC E-Procurement system before a contract can be initiated. You may register for NC E-Procurement using the following link: <http://eprocurement.nc.gov/>
- **Publications** – Documents and publications associated with a grant contract should be submitted electronically, though if printed must be printed double-sided on recycled paper containing at least 30 percent post-consumer content.
- **Final Reports** – A draft final report is required to be submitted to DEACS at least 30 days prior to the contract end date, and an approved final report is required to be submitted by the contract end date. Final Reports should be submitted electronically. The final report format will be provided by the assigned grant administrator.
- **Contract Extensions and Amendments** – No-cost time extensions are possible but not guaranteed for grant contracts. Grantees seeking no-cost time extensions should submit a request for a time extension at least 60 days prior to the contract end date. The request for extension must indicate how long the grantee is seeking to extend the project and the reason that the extension is being requested (i.e., why the project cannot be completed on time). Any request for an extension must include a new timeline listing project milestones and must include a new budget if budget changes are also being requested.
- **Reimbursement** – Distribution of DEACS grants funds is on a reimbursement basis. Requests for reimbursement can only be made after the grantee has spent funds on the grant project. Reimbursement requests must be submitted electronically, must be submitted on letterhead, must include copies of invoices, and must include proof that the grantee has made payment. Proof of payment may include copies of cancelled checks or other financial reports showing that funds were spent. State and local sales taxes are not reimbursable, may not be counted towards expenditure requirements, and should be excluded from reimbursement requests. Payment of grant proceeds may be made by checks or electronic draft, and funds are usually distributed between 15 and 30 days after a reimbursement request is received and approved by DEACS.
- **Final 10 Percent of Funds** – DEACS will continue to reimburse grantees until 90 percent of the grant award amount has been expended. The final 10 percent of funds will be held until an acceptable final grant contract report has been received and approved by DEACS. The final report must be received by the contract end-date. All final requests for reimbursement must be received within 45 days of the contract end-date or all unpaid grant funds will be forfeit.

## Mercury Products Recycling Grant Program -Proposal-

### Contact Information- Heather Bowen

Recycling Coordinator  
Watauga County Sanitation Dept.  
336 Landfill Rd.  
Boone, NC 28607  
828-264-5305  
828-264-1702 (fax)  
[heather.bowen@watgov.org](mailto:heather.bowen@watgov.org)  
Local Government Federal Tax ID: [REDACTED]

Date Proposal Submitted- March 20, 2015

### Management of Bulbs from Public Buildings:

- Watauga County has been providing collection programs for mercury products for the past several years. Watauga County Maintenance Department replaces and collects used bulbs and thermostats from county buildings and brings them to the Watauga County Recycling Facility. The Watauga County Recycling Department offers designated recycling containers at each of the 10 container sites for the collection of CFL's, and we also collect larger bulbs and thermostats at our Recycling Facility. The containers at each site are collected by our Recycling Department on a regular basis. Once they are collected and safely stored at the Watauga County Recycling Facility they are kept until we have enough to count as a load, then they are picked up by our vendor: *CleanLites*.

### Project Description:

This project would fall under category option 1 and would like to request funding for a contract period of three years for option 3. This is for a first time application for such a grant. Watauga County Sanitation Department has planned to construct a permanent Household Hazardous Waste Facility for the regularly scheduled collection of residential hazardous waste, including mercury items. We have also applied for the 2015 Community Waste Reduction and Recycling Grant to assist with construction costs of this new facility. Grant funding through the Mercury grant would be applied to the installation of the concrete foundation for the HHW Building, metal cover and fencing for the building, and for directional and promotional signage.

Our county currently has a mercury collection program that is available to county residents and government buildings. Each one of our 10 public convenience centers offer designated recycling containers to collect CFL's from residents. Larger light bulbs and thermostats (along with CFL's) are accepted directly at the Recycling Building at 336 Landfill Rd. only. Our current mercury disposal program is available to the public 7 days a week, for CFL's, and 5 days a week, for other mercury items.

We are constructing a permanent HHW Facility to better encourage residents to properly dispose of hazardous materials such as batteries, paint, pesticides, chemical house cleaners, and items that contain mercury (such as thermostats, thermometers and light bulbs). The new facility will require a properly sealed and contained concrete foundation that will readily and safely prohibit leakage if hazardous waste was to spill. The HHW building will also need a metal cover (with overhang) to protect staff, residents, and the hazardous waste

materials from potential weather. We will also be installing a secure fence around the perimeter of the HHW facility to insure there is no hazardous waste disposed of when the site is not in operation. With the addition of the HHW Facility we will also need to provide incoming traffic with directional and promotional signage. This will help keep hazardous materials out of incorrect areas and ensure that it is correctly disposed of.

**Material Collection:**

Watauga County currently accepts materials containing mercury including; CFL's, 4ft and under, 8ft fluorescent bulbs, mercury thermostats and thermometers, incandescent lamps, neon lamps, mirrored spot lamps, and UV lamps. These items are carefully collected and picked up by a licensed company (*CleanLites*).

**Measurement Plan:**

Using the detailed invoice provided by our vendor we are able to keep track of what we collect through our county mercury recycling program. Our vendor sends us an invoice after pick up that describes all materials that were collected at our facility and the quantities.

**Staff Training Procedures:**

Currently, mercury products are stored in our recycling building and our staff has been trained and is aware of proper handling and disposal techniques. When the HHW facility is constructed we hope to store mercury products in the secured HHW building which would most likely be manned by an Eco Flow employee. All employees of Eco Flow are trained specifically in the safe handling and disposal of hazardous materials including mercury related items.

**Public Outreach Plan:**

Once construction of the permanent HHW facility is complete we will further promote the new site with a detailed list of items accepted from residents. This list, along with a grand opening announcement will be distributed to county residents. We will also make residents more aware of our mercury collection program so they know it is a program that is readily available and easy to access. We also want to encourage citizens of our community to properly dispose of all materials, but especially those materials deemed hazardous waste-such as mercury.

**Implementation Timeline:**

- Pour Concrete foundation for HHW Facility
- Complete HHW building ventilation, fire suppression and water hook up
- Install HHW building cover and fencing. Place signage that will direct and inform incoming traffic to the HHW Facility/Mercury disposal.
- Complete project, submit final report to close out grant contract.

**Important Timeline Dates**

- *October 16th, 2015* -HHW Building installed and in service for our first HHW Collection day in the new facility. *\*Collection would then continue on a regular schedule monthly from March-November each year forward.*
- *May 31, 2016* – submit reimbursement for annual support for HHW
- *May 31, 2017* - submit reimbursement for annual support for HHW
- *May 31, 2018* – submit grant final report to close out project

**Project Budget:**

<b>Item</b>	<b>Funds Requested</b>
HHW Building Foundation	\$4,882.00
HHW Building Ventilation	\$1,485.00
Arming Fire Suppression	\$570.00
Building Cover and Fencing	\$2,618.00
Signs	\$500.00
HHW Building Water Hook Up	\$2,000.00
Support for HHW Program efforts to collect mercury products for 3 year period @\$4,000 per year	\$12,000.00
<b>TOTALS</b>	<b>\$24,055.00</b>

### Estimated Cost to Construct Permanent Site HHW Building

Project	Company	Cost
Chemloc HHW Building (3 rooms) 24'x8'x9'	US Buildings	\$30,787.00
Ventilation	US Buildings	\$1,485.00
Delivery	US Buildings	\$500.00
Electrical Hook Up	Jerry Storie	\$1,350.00
Arming Fire Suppression	Simplex	\$570.00
Concrete Pad	Greene Construction	\$4,882.00
Crane to set building	Crane & Rigging Corp	\$1,000.00
Permit to Operate	NCDENR	\$1,750.00
Water Hook Up	Town of Boone	\$2,000.00
Power Line Installation	BREMCO	\$3,000.00
	<b>TOTAL</b>	<b>\$47,324.00</b>

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**AGENDA ITEM 6:****MISCELLANEOUS ADMINISTRATIVE MATTERS*****A. Watauga Medics Proposed Contract Revisions*****MANAGER'S COMMENTS:**

Per discussion at the County's Annual Retreat, enclosed is a copy of the changes to the current Franchise Agreement with Watauga Medics. The major change is to allow Watauga Medics to increase their rates to maximize the Medicaid dollars. This change would result in a reduction in the County's annual supplement and allow the savings to fund an ambulance study and the additional utility costs associated with the new ambulance station.

North Carolina General Statute 153A-46 requires grants, renewals, extensions, or amendments of any franchise to be passed at two regular meetings of the Board of Commissioners before it may be officially adopted.

Staff requests approval at this time with the contract to be presented at the May 5, 2015, regular meeting for a second ratifying adoption.

STATE OF NORTH CAROLINA

COUNTY OF WATAUGA

### AMBULANCE FRANCHISE AGREEMENT

**THIS AMBULANCE FRANCHISE AGREEMENT** (hereinafter "Agreement") is made and entered onto this the 1st day of ~~January 2014~~ **July 2015** by and between **WATAUGA COUNTY**, a body politic, organized and existing under and by virtue of the laws of the State of North Carolina (hereinafter the "County"), and **WATAUGA MEDICS, INC.**, a North Carolina corporation, (hereinafter "Franchisee").

**WHEREAS**, effective October 4, 1999, the Watauga County Board of Commissioners, by authority contained in NC.G.S, 153A-250, adopted ~~Ordinance Number XXX~~, titled "Watauga County Ambulance Franchise Ordinance" (hereinafter the "Ordinance"); and

**WHEREAS**, County and Franchisee executed an Ambulance Franchise Agreement dated November 16, 2004, pursuant to the Watauga County Ambulance Franchise Ordinance, ~~Ordinance Number XXX~~, pursuant to the authority granted to the County by NCGS 153-250; and

**WHEREAS**, pursuant to said Ordinance, the County issued a Request For Proposal (hereinafter the "RFP") soliciting bids and specifying certain minimum conditions of any franchise to be issued pursuant thereto; and

**WHEREAS**, Craig J. Sullivan, on behalf of Watauga Medics, Inc., submitted a written bid entitled *Bid Proposal for Watauga County Ambulance Service* (hereinafter the "Bid") pursuant to said RFP; and

**WHEREAS**, the County, at its November 1, 2004, meeting resolved to accept the Bid Option 3-1 contained in said bid, to wit: that the bidder will provide service (as further specified below) with the County to provide an annual subsidy of as set forth below in monthly installment; and

**WHEREAS**, at the February 20, 2007, meeting of the Watauga County Board of County Commissioners, the County agreed to amend the agreement to clarify and restated the subsidy payment that were paid or are to be paid pursuant to the Agreement; and

**WHEREAS**, the parties have discussed an extension of the Agreement between the County and Franchisee in an effort to lock-in costs to the County and allow for the Franchisee to expand his operations to improve services in Watauga County.

**NOW, THEREFORE**, in consideration of the premises and the mutual benefits and

obligations set forth below, the County and the Franchisee agree as follows:

1. The County does hereby grant unto Franchisee a non-exclusive franchise for the operation of an ambulance service for the provision of emergency and non-emergency medical transport services, in accordance with the Ordinance, the RFP, the bid and this Agreement for a period of seven years.
2. This franchise may not be sold, assigned or transferred nor may it in any way vest in any person, firm or corporation, other than the Franchisee and any such sale, transfer or assignment shall cause this franchise to terminate immediately, at the opinion of Watauga County.
3. Any change in legal or equitable ownership of Franchisee, its corporate shares, or any of its equipment shall immediately terminate the Franchise, at the option of Watauga County.
4. The initial term of the Franchise shall be from 12:00 A.M. on January 1, 2014, and through and including the 31st day of December, 2019~~20~~. Either party, for any reason, may with or without cause terminate this agreement and the Franchise upon one hundred eighty (180) calendar days written notice to the other party, unless sooner terminated for reasons set forth in the Ordinance or by agreement of the parties hereto.
5. At the end of the aforesaid term, unless the parties agree otherwise in writing or either party has given notice of termination as aforesaid, the Franchise and all of the terms of this Agreement (subject to any amendments as may be entered into) shall be automatically renewed for continuing one-year terms.
6. The Franchise shall provide all personnel, vehicles, supplies and equipment to provide all emergency and non-emergency ambulance service necessary in all parts of Watauga County on a 24 hour per day, 7 day per week basis, at not less than an EMT-Paramedic level of service (except so long as an agreement for such acceptable to the County is in place, the Franchise may provide ambulance service to the Flat Springs area of Avery County in exchange for Avery County's providing pursuant to agreement with Franchise ambulance service to the Town of Beech Mountain in Watauga County. **It is understood that each ambulance transport that occurs in Avery County as the result of the above agreement allows the franchisee to bill the patient and to bill the County an additional \$500.00**) Each ambulance of the Franchisee shall be available to render assistance to all portions of Watauga County.
7. Franchisee shall keep two (2) two-wheel drive ambulances and two (2) four-wheel drive ambulances fully equipped, licensed and available for emergency and non-emergency service at all times, subject to routine maintenance down time. As of

January 1, 2014, Franchisee shall keep three of the ambulances manned and available on a 24 hour per day, 7 day per week basis and a third ambulance manned and available nine hours per day, Monday through Saturday, six (6) days per week. Not less than two (2) ambulances will be kept within the County at all times for services pursuant to this Agreement, one of which will be manned and the other of which will be manned or will have personnel on call for immediate service. Each ambulance necessary to meet the foregoing requirements shall have less than 50,000 miles on it at the time initially put in service by Franchisee. Franchisee will immediately notify the County in writing of any additions or the deletions to its inventory of operational ambulances. ~~Franchisee shall employ a fourth ambulance and crew to work seven days per week, twelve hours per day. In addition, new service for Watauga County, and the Franchisee shall strive not to place or dispatch said fourth crew for service outside the territorial jurisdiction of Watauga County except for emergency transports, when any of Franchisee's other crew is away on a routine transport.~~

8. The Franchisee shall maintain not less than two (2) bases, ~~the first~~ **two** of which will be provided by the County as set forth below. The Franchisee must bear all responsibility for finding other station(s) and the costs associated with acquiring, equipping, and maintaining such.
9. Franchisee's first base of operations will be located at the facilities owned by the County at 921 West King Street, Boone, North Carolina 28607, or such other location as may be provided by the County. The County will make available, at no charge to Franchisee, said the facilities currently located at 921 West King Street, Boone, North Carolina 28607, specifically consisting of 5,263 square feet, including a garage, offices, sleeping area and a training room. The County shall provide property and casualty hazard insurance for the structure at said location. The Franchisee must bear all utilities, maintenance, medical supplies, equipment and other necessary expenses associated with said facilities provided by the County. Franchisee's obligation to provide maintenance to the structure shall be limited to repairs of ordinary wear and tear to the reasonable satisfaction of the County. Franchisee's two propane heaters and the lift located in the bay area of the building shall remain the property of Franchisee, so long as Franchisee repairs any damage to the building caused by their removal.
10. **The County will provide a second base of operations on the western end of the County to be located at 193 US Hwy 321 North, Vilas, North Carolina 28607 with similar arrangement as above.**
- ~~10.~~ **11.** The Franchisee shall maintain a second base to be located at 133 Longvue Dr., Boone, North Carolina and the Franchisee shall be solely responsible for providing all things necessary for operation of the service at the second base, including but not limited to the building, utilities, maintenance, medical supplies, equipment

and necessary operational expenses associated with the facilities.

- ~~11~~.12. Each ambulance used by Franchisee must be in compliance with all applicable Federal, State, and local laws relating to personnel, health, safety, equipment, vehicle design, and sanitation. Franchisee shall keep the County provided with a copy of the current State certification for each ambulance owned or operated by Franchisee.
- ~~12~~.13. The Franchisee shall be responsible for all future capital purchase and all operational, including (but not limited to) salaries, employee benefits and expenses, insurance, mobile operational costs, and all other fees, expenses, and charges necessary to remain in compliance with the County's ordinance and the franchise granted to the Franchisee.
- ~~13~~.14. The Franchisee shall provide the County with a list of all of its equipment which is in service, on not less than an annual basis, and the Franchisee shall assure that all of its equipment in use will be removed from service once it becomes obsolete or needs to be replaced due to normal wear and tear.
- ~~14~~.15. Each ambulance of Franchisee shall be equipped with an eight (8) channel VHF radio. Frequencies shall be assigned by the Communications Center designated by the County. Franchisee shall relay all ambulance movements to the Communications Center designated by the County, via two-way radio.
- ~~15~~.16. The Franchisee shall assure that its EMS personnel have access to operational Franchisee issued pagers, or other communication devices along with accurate phone lists are on file to notify said personnel if the regular squads of the Franchisee are unable to handle the volume of calls that may come in from time to time.
- ~~16~~.17. The Franchisee shall at all times meet the following performance standards:
- a. The average response time for an ambulance, calculated on a Monthly basis, shall not exceed ten minutes.
  - b. Franchisee shall place no required ambulance in service for initial operation that has more than 50,000 miles.
- ~~17~~.18. The Franchisee shall not allow any paramedic to practice in Watauga County until he or she has passed an oral examination given by a panel **approved by** ~~of~~ the Medical Director **along with any other reasonable standards as set forth by the Medical Director** ~~and unless he or she holds current certifications in advanced training courses specified by the Medical Director~~. It will be the responsibility of the ~~Franchisee~~ **County** to coordinate with ~~Watauga County~~ **the Franchisee** to

ensure a qualified Medical Director remains active in the system.

- ~~18~~.19. The Franchisee shall enter into and assure the existence of mutual aid agreements with ambulance services in counties adjoining Watauga County to provide assistance in the event of disaster or other special need, said agreements to be at the sole expense of the Franchisee. Additionally, the Franchisee shall implement and keep in place a Reserve Program, creating a County-wide manpower bank to be available in the event of a disaster or other special need. All training will be open to Reserves and any other individuals with NC Basic EMT Certification, or higher, who also meet Franchisees other reasonably developed standards. The Franchisee shall make all reasonable efforts to provide "ride time" to said reserves, to keep their skills current.
- ~~19~~.20. Franchisee shall enter into mutual aid agreements to have and make available assistance of and to all volunteer rescue squads in the County when requested by the County, the Franchisee or the volunteer rescue squads.
- ~~20~~.21. The Franchisee shall make its resources available to Watauga County Emergency Management Office during its emergency activities, and during any declared State of Emergency shall work in conjunction with the Emergency Operations Center.
- ~~21~~.22. The Franchisee shall oversee a First Responder program, which the Franchisee will assist the local fire departments with the needs of the program. The Franchisee shall assist in the development and implementation of operating guidelines for the program, and shall restock the supplies (not to include capital equipment or any drugs such as epi pens) used in the services of the First Responder. Further, the Franchisee shall coordinate continuing education requests and other training for all First Responders, as appropriate. All of the foregoing shall be provided to the program and First Responders at no cost to the First Responders or their sponsoring agency or agencies, all with no additional cost to the County.
- ~~22~~.23. The Franchisee shall operate on a fee for services basis, and shall only issue the following charges (when incurred) at the following rates, which are hereby approved by the County:
- |   |                 |                              |
|---|-----------------|------------------------------|
| a. Rates for BLS calls:                     |                 | \$300.00                     |
| b. Rates for ALS calls:                     | (non-emergency) | <del>\$350.00</del> \$325.00 |
|   | (Emergency)     | <del>\$385.00</del> \$415.00 |
|   | ALS II:         | \$550.00                     |
| c. Charge per mile:                         |                 | <del>\$8.50</del> \$9.00     |
| d. Waiting time per hour (after first hour) |                 | \$25.00                      |

e. No transport calls:

A charge of \$50.00 is authorized for no transport calls when Franchisee responds to assist patients who just need assistance or patients who have initiated a 911 call and have changed their mind once Franchisee arrived. No charge under this subsection may be assessed when a 911 call is made by a bystander without the request of the injured party.

No other fees, expenses, or charges may be made without prior Resolution of the County's Board of Commissioners approving such.

~~23.~~**24.** The Franchisee shall be responsible for billing and collection of its fees, charges and expenses. The Franchisee must submit for payment from, third-party payers and accept assignment of Medicare and Medicaid Franchisee shall maintain accurate records of its charges and reimbursements from Medicare and other sources of all charges pursuant to the foregoing authorized increases, and shall compile and maintain such information in a form useful to the County, which information shall be shared from time to time with the County, as the County may desire.

~~24.~~**25.** Franchisee shall maintain all records required by Sect XII of the Ordinance and shall submit to the County by the 15th of the month following each quarter a data sheet containing all of the information specified in subsection f of said Section of the Ordinance. The Franchisee shall submit an annual report containing all of the information required by said Section and further specified by subsection g of said Section by the 15th day of the month following the last quarter of each year. The Franchisee shall maintain the aforesaid records in an organized fashion, and allow the County full access to said information as the County deems appropriate. By the 15th of May of each year, the Franchisee shall submit to the County manager a budget of how it intends to spend the County's funds in the upcoming fiscal year, and within ninety (90) days of the end of the Franchisee's fiscal year, the Franchisee shall furnish the County a full and complete certified audit of Franchisee's operations conducted by a CPA in accordance with generally accepted auditing standards of Franchisee's operations, which shall include a fully-audited financial statement of the Franchisee. The Franchisee's fiscal year shall be from 1 January to 31 December of each year.

~~25.~~**26.** Each year, Franchisee shall provide the County a detailed explanation of its billing policies, sufficient to allow County to fully understand the billing methods and practices of the Franchisee.

~~26.~~**27.** Franchisee shall fully allow the County to inspect all records, premises and equipment of the Franchisee at any time in order to confirm and insure compliance with the ordinance and the franchise granted herein.

~~27.~~**28.** In providing ambulance service as described herein the Franchisee shall comply with all laws of the United States, the State of North Carolina and the County of Watauga, including rules and regulations promulgated by the Medical Care Commission and the NC Medical Board, and resolutions and ordinances of the Watauga County Board of Commissioners. Further, the Franchisee shall abide by all applicable US and North Carolina Labor laws, including, but not limited to, Occupational Safety and Health regulations, Fair Labor Standards Act and the Americans with Disabilities Act and regulations pursuant thereto. The County shall have the right to inspect all records pertaining to these labor laws and ensure compliance by the Franchisee. The Franchisee shall maintain records on all employee training conducted pursuant to Occupational Safety and Health regulations and shall make these available to the County upon request

~~28.~~**29.** Franchisee shall maintain in place an escrow account, a surety bond, an irrevocable letter of credit, or other guarantee or undertaking satisfactory to the County attorney, in an amount equal to the amount of the contract subsidy applicable to any one hundred eighty (180) day period following the date such obligation may arise to assure payment to the County for any liability of the Franchisee to the County arising out of this Agreement, of the Ordinance, or of Franchisee's operation, and to pay for any substitute performance the County may cause to be provided upon Franchisees default in performance hereunder or under the Ordinance.

~~29.~~**30.** The Franchisee agrees and acknowledges that the above-referenced facilities of the County located at 921 West King Street, Boone, North Carolina are fully adequate facilities for the housing of their base operation at said location.

~~30.~~**31.** For the period of this agreement, the County shall prepay to Franchisee an annual subsidy in monthly installments as follows:

Jan. 1, 2014 - Dec. 31, 2014:	\$958,518.12 + CPI waived.
Jan. 1, 2015 - Dec. 31, 2015:	Previous Years amount+ CPI adjustment
Jan. 1, 2016 - Dec. 31, 2016:	Previous Years amount+ CPI adjustment
Jan. 1, 2017 - Dec. 31, 2017:	Previous Years amount+ CPI adjustment
Jan. 1, 2018 - Dec. 31, 2018:	Previous Years amount+ CPI adjustment
Jan. 1, 2019 - Dec. 31, 2019:	Previous Years amount+ CPI adjustment
<b>Jan. 1, 2020 - Dec. 31, 2020:</b>	<b>Previous Years amount + CPI adjustment</b>

(this amount to be adjusted by the CPI as explained below. Each year thereafter the previous year's amount will be adjusted as explained below:

On each January 1, commencing on January 1, 2015, the agreed-upon County subsidy shall be adjusted and revised as follows:

- a. 60 percent of the adjustment shall reflect the annual increase or decrease of the Consumer Price Index (CPI South Urban Size C, as published by the US Department of Labor, Bureau of Labor Statistics.
- b. 20 percent of the adjustment shall reflect the annual increase or decrease of the CPI, Medical Care Services as published by the US Department of Labor, Bureau of Labor Statistics.
- c. 20 percent of the adjustment shall reflect the annual increase or decrease of the CPI, Transportation, as published by the US Department of Labor, Bureau of Labor Statistics.

In the event the CPI components produce a negative adjustment, once totaled, the Subsidy amount will not be adjusted. In the event the CPI components produce a percentage greater than 6% the annual increase will be 6% plus on-half (50%) of the amount over 6% up to 10% (For Example, if the CPI escalator is computed at 7.4% the annual increase would be 6.7% or  $6\% + .50 \times 1.4 = 6.7$ ). Any amount over 10% will not be considered for adjustment ie the maximum adjustment will be 8%. Or  $6\% + .50 \times 4\% = 8\%$ ).

~~31~~**32**. The County will calculate the adjustment based upon the most recent November annual report of Franchisee as compared to the report of the previous November. (For example, the January 1, 2015, adjustment will reflect the CPI changes between November 2013 and November 2014.)

~~32~~**33**. Franchisee shall at all times during the existence of the Franchise, keep in full force and effect the insurance coverage as required by Section X of the Ordinance entitled "Insurance" and all insurance required by law, including liability insurance on its vehicles and workers' compensation coverage for its personnel. Franchisee shall provide proof of coverage to the County and to assure that each insurance policy contains provisions that assure that the County receives at least 90 days prior notice from each carrier of any lapses, cancellations, denials, changes or limitations in coverage. The County shall be shown as an additional insured on all of Franchisee's liability insurance.

~~33~~**34**. The Franchisee shall indemnify and hold harmless the County and its officers and employees from and against all suits, actions, liability, claims, demands, judgments, recoveries or expenses, including court costs and attorney's fees, against or incurred by the County on account of or in any way connected with or arising from any claim of injury, loss or damage which arises out of or is in any manner connected with Franchisee's operations; including, but not limited to any claim or injury, loss or damage, suit, action, liability, claim, demand, judgment, recovery, or expense caused or alleged to be caused in whole or in part by any

negligent act, omission, error, professional error, mistake, accident or other fault of the Franchisee, any subcontractor of the Franchisee, or an officer, employee or agent of the Franchisee.

~~34~~.35. Franchisee is to provide ambulance service as an independent contractor and neither Franchisee nor any of its personnel shall be an employee, agent or representative of the County in any way.

~~35~~.36. The Franchisee and its agents, contractors and subcontractors shall not discriminate on the basis of race, color, creed, national origin, ancestry, age, sex, religion or disability in any policy or practice and Franchisee shall assure that any agreements or practices it enters into or engages in expressly provide for such nondiscrimination.

~~36~~.37. This Agreement is entered into pursuant to the RFP which Franchisee acknowledges; to the Ordinance and all amendments as may be made thereto, which Franchisee is and will remain familiar with and agrees to fully abide by; to the bid by Watauga Medics, Inc., and to the County's resolutions of November 1, 2004, accepting said bid. Except to the extent this Agreement imposes standards above the minimum standards specified in the Ordinance, in the event of any inconsistency among or between the foregoing, the Ordinance shall control and as between this Agreement and the RFP, the Bid, and the Resolution, this Agreement shall control, but all of the terms of the aforesaid documents not inconsistent with the other documents shall remain in and have full force and effect.

~~37~~.38. Should any portion of this Agreement be ruled or determined invalid, such invalidity shall not effect the enforceability of the remaining portions hereof. This Agreement shall not be amended or modified except in writing, signed by all parties hereto, with the County's consent to such modification to be only by prior resolution of its Board of Commissioners.

**IN TESTIMONY WHEREOF**, the said parties hereto have hereunto caused this instrument to be signed in their names by their duly authorized officers.

WATAUGA COUNTY

WATAUGA MEDICS, INC.

By: \_\_\_\_\_  
Jimmy Hodges, Chairman  
Watauga County Board of Commissioners

By: \_\_\_\_\_  
Craig Sullivan, President

ATTEST:

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

\_\_\_\_\_  
Chasity Profitt  
Corporate Secretary

(SEAL)

(SEAL)

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

\_\_\_\_\_  
Margaret Pierce  
Watauga County Finance Officer

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**AGENDA ITEM 6:**

**MISCELLANEOUS ADMINISTRATIVE MATTERS**

*B. Announcements*

**MANAGER'S COMMENTS:**

Budget Work Sessions are scheduled for Monday, May 11, and Tuesday, May 12, 2015. Both work sessions begin at 4:00 P.M. and will be held in the Commissioners' Board Room.

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**AGENDA ITEM 7:**

**PUBLIC COMMENT**

**AGENDA ITEM 8:**

**BREAK**

**AGENDA ITEM 9:**

**CLOSED SESSION**

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