

Macon County



MACON COUNTY BOARD OF COMMISSIONERS APRIL 13, 2021 AGENDA

1. Call to order and welcome by Chairman Tate
2. Announcements
 - (A) Introduction of County Attorney Eric Ridenour
 - (B) Update on NACo Annual Conference – County Manager Derek Roland
3. Moment of Silence
4. Pledge of Allegiance
5. Public Hearing(s) – **NONE**
6. Public Comment Period
7. Additions to agenda
8. Adjustments to and approval of the agenda
9. Reports/Presentations
 - (A) Macon County Comprehensive Transportation Plan – Rose Bauguess, Senior Planner, Southwestern Commission
 - (B) Community Funding Pool recommendation – Karen Wallace and/or Diane Cotton
 - (C) Medicaid Transformation Update – Hugh Johnson, Senior Manager/Government Affairs, WellCare of North Carolina
10. Old Business
 - (A) Appropriation of funding for the purchase of the Macon County Fruit and Vegetable Growers' Association ("Co-Op") property – Mr. Roland
 - (B) Update on cost of locker room project at Macon Middle School – Planning, Permitting and Development Director Jack Morgan

11. New Business

- (A) Lease of space in the Business Development Center to the Macon County Board of Education – Economic Development Director Tommy Jenkins and County Attorney Eric Ridenour
- (B) Macon County Balsam West Fibernet Grant Agreement – Mr. Jenkins and Mr. Ridenour
- (C) Approval of bid award for Prime Movers – Emergency Services Director Warren Cabe
- (D) Release of Morris Broadband, LLC performance bond – Mr. Ridenour

12. Consent Agenda – Attachment #12

All items below are considered routine and will be enacted by one motion. No separate discussion will be held except on request of a member of the Board of Commissioners.

- (A) Minutes of the February 9, 2021 regular meeting and the February 26, 2021 special meeting
- (B) Budget Amendments #225-232
- (C) Tax releases for the month of March in the amount of \$1,990.24
- (D) COVID billing updates and fees for Macon County Public Health
- (E) Application to the Public School Building Capital Fund/North Carolina Education Lottery in the amount of \$381,584.07
- (F) Monthly ad valorem tax collection report – no action necessary

13. Appointments

- (A) Town of Franklin representative on the Economic Development Commission (one seat)

14. Closed session as allowed under NCGS 143-318.11(a)(3) to preserve the attorney/client privilege and 143-318.11(a)(5) regarding the acquisition of real property

15. Adjourn/Recess

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

CATEGORY – REPORTS/PRESENTATIONS

MEETING DATE: APRIL 13, 2021

9A. Rose Bauguess, the Senior Planner with the Southwestern Commission, is requesting the board's consideration of adopting the Macon County Comprehensive Transportation Plan. Ms. Bauguess will provide additional details at the meeting. A copy of the plan, along with copies of the "project proposal sheets," will be delivered to you in a separate email.

9B. Karen Wallace and/or Diane Cotton will present the recommendations from the Community Funding Pool, and that information will be available at the meeting.

9C. Hugh Johnson, the Senior Manager for Government Affairs for WellCare of North Carolina, will provide a presentation regarding some of the key milestones for the July 1, 2021 launch of Medicaid Transformation and WellCare's approach to Medicaid managed care. Per Mr. Johnson, his colleague, Jessica Beach, will also attend.

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

CATEGORY – OLD BUSINESS

MEETING DATE: April 13, 2021

10(A). Mr. Roland will provide the board with details regarding the purchase of the so-called “co-op” property from the Macon County Fruit and Vegetable Growers Association. In conjunction with that, a copy of the executed “Agreement for Purchase and Sale of Real Property” will be included in this packet. The county is purchasing the tract, located at 215 Co-Op Road, for \$87,500, and the board will need to formally appropriate the funds for the purchase. Additional information for the board, including a copy of the special warranty deed and a resolution from the association, will also be included in the packet.

10(B). Planning, Permitting and Development Director Jack Morgan will provide the board with an update on the anticipated cost of the new locker room facility planned for Macon Middle School (MMS). Mr. Morgan will have the details at the meeting.

STATE OF NORTH CAROLINA
COUNTY OF MACON

AGREEMENT FOR PURCHASE AND SALE
OF REAL PROPERTY

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY (this "Agreement") made this 2 day of February, 2021 by and between MACON COUNTY, NORTH CAROLINA, a body politic of the State of North Carolina, a North Carolina limited liability company, or Assigns ("Buyer"), and MACON COUNTY FRUIT AND VEGETABLE GROWERS ASSOCIATION, INC., a nonprofit corporation ("Seller").

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Terms and Definitions: The terms listed below shall have the respective meaning given them as set forth adjacent to each term:

- (a) **"Property"** a 7 +/- acre parcel located at 215 Co-op Road, Franklin, North Carolina, (off State Rd. 1322) further identified as Parcel No. 6585638379 being the property conveyed to Seller by deed recorded in Book S-8, Page 95, Macon County Public Registry. "Property" shall mean that property described above, together with all buildings and improvements thereon and all fixtures and appurtenances thereto and all personal property located thereon;
- (b) **"Purchase Price"** shall be \$87,500.00 (Eighty Seven Thousand Five Hundred and No/100 Dollars payable in certified funds at closing;
- (c) **"Closing"** shall occur on or before March 15, 2021 unless extended as provided herein;
- (d) **"Contract Date"** means the date this Agreement has been fully executed by both Buyer and Seller;
- (e) **"Examination Period"** shall mean the period beginning on the first date after the Contract Date and extending through 5:00 pm on March 1, 2021.
- (f) **"Seller's Notice Address"** shall be as follows: Jeff Gillette, Attorney at Law 133 East Palmer Street, Suite 101, Franklin, NC 28734
- (g) **"Buyer's Notice Address"** shall be as follows: Derek C. Roland, Macon County Manager, 5 W. Main St., Franklin, NC 28734

Section 2. Sale of Property and Payment of Purchase Price: Seller agrees to sell the Property

and Buyer agrees to purchase the Property for the Purchase Price. Buyer shall pay the Purchase Price in accordance with and subject to all the terms and conditions of this Agreement.

Section 3. Proration of Expenses and Payment of Costs: Seller and Buyer agree that all current year property taxes, leases, rents and utilities or any other assumed liabilities, shall be prorated as of the date of Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Agreement, excise tax (revenue stamps), any deferred or rollback taxes, any and all delinquent county and town property taxes, interest and penalties, costs and attorney fees associated with delinquent taxes and attempted collections thereof; and other conveyance fees or taxes required by law. Upon the payment of such delinquent taxes through 2020 tax year and all other interest, penalties and costs associated with a tax foreclosure case, including attorney fees, Macon County will dismiss such foreclosure case against Seller.

Buyer shall pay recording costs, costs of any title search, title insurance, and survey.

Each party shall pay its own attorney's fees.

Section 4. Deliveries: Seller agrees to use best efforts to deliver to Buyer as soon as reasonably possible after the Contract Date copies of all information relating to the Property in possession of or available to Seller, including, but not limited to: title insurance policies, surveys and copies of all presently effective warranties or service contracts related to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys. If Buyer does not consummate the Closing for any reason other than Seller default, then Buyer shall return to Seller all materials delivered by Seller to Buyer pursuant to this Section 3, or other applicable sections, if any, and may, upon Seller's request, provide to Seller such copies of (subject to the ownership and copyright interests of the preparer thereof) any and all studies, reports, surveys and other information relating directly to the Property prepared by or at the request of Buyer, its employees and agents.

Section 5. Evidence of Title: Seller agrees to convey fee simple marketable and insurable title to the Property by general warranty deed, subject only to the exceptions hereinafter described. Seller represents and warrants that Seller is the fee simple owner of the Property, and at Closing, Seller shall deliver to Buyer good, marketable and insurable fee simple title to said Property, free and clear of all liens, encumbrances and defects of title other than zoning ordinances affecting the Property, utility easements of record serving the Property, taxes not yet due and payable, rights-of-way of record and those other encumbrances, reservations, restrictions and easements and other exceptions of record not objected to by Buyer under Section 6 (collectively "Permitted Exceptions"). Seller shall not enter into or record any instrument that affects the Property after the Contract Date without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 6. Conditions: This Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon fulfillment (or waiver by Buyer) of the following conditions:

- (a) **Title Examination:** After the Contract Date, Buyer shall, at Buyer's expense, cause a title examination to be made of the Property before the end of the Examination Period. In the event that such title examination shall show that Seller's title is not good, marketable, fee simple and insurable, or that the Property is subject to exceptions which are unacceptable to Buyer in its sole discretion, then the Buyer shall notify the Seller in writing of all such title defects and exceptions prior to the end of the Examination Period, and Seller shall have thirty (30) days to cure said noticed defects. If Seller does not cure the defects or objections within thirty (30) days of notice thereof, the Buyer may in its sole discretion terminate this Agreement (notwithstanding that the Examination Period may have expired). If Buyer is to purchase title insurance, the insuring company must be licensed to do business in the state in which the property is located. Title to the Property must be insurable at regular rates, subject only to standard exceptions and Permitted Exceptions.
- (b) **Intended Use:** Seller represents and warrants that, to the best of Seller's knowledge, use of the Property for its Intended Use will not violate any private restrictions or governmental regulations. If Buyer determines, prior to the date of Closing, that use of the Property for its Intended Use will violate any such private restrictions or governmental regulations, then Buyer may terminate the Agreement by written notice, Seller shall be entitled to retain the Earnest Money, and neither party shall then have any further obligations in connection with this Agreement.
- (c) **Same Condition:** If the Property is not in substantially the same condition as of the Contract Date, reasonable wear and tear excepted, then the Buyer may, at Buyer's option: (a) terminate the Agreement and receive a return of the Earnest Money, or (b) proceed to Closing whereupon Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property.
- (d) **Inspections:** Buyer, its agents or representatives, at Buyer's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of inspecting, examining, performing soil boring and other testing, conducting timber cruises, and surveying the Property. Buyer shall conduct all such on-site inspections, examinations, soil boring and other testing, timber cruises and surveying of the Property in a good and workmanlike manner, shall repair any damage to the Property caused by Buyer's entry and on-site inspections, and shall conduct same in a manner that does not unreasonably interfere with Seller's use and enjoyment of the Property. Buyer shall also have a right to review and inspect all leases, contracts or other agreements affecting or related directly to the Property and shall be entitled to review such books and records of Seller as relate directly to the operation and maintenance of the Property. Buyer assumes all responsibility for the acts of itself, its agents or representatives in exercising its rights under this Paragraph and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. Buyer shall have from the date of acceptance through the end of the Examination Period to perform the above inspections, examinations and testing to determine if the Property is suitable for the Intended Use. **IF BUYER CHOOSES NOT TO PURCHASE THE PROPERTY, FOR ANY REASON OR NO REASON, AND PROVIDES WRITTEN NOTICE TO**

SELLER THEREOF PRIOR TO THE EXPIRATION OF THE EXAMINATION PERIOD, THEN THIS AGREEMENT SHALL TERMINATE, AND BUYER SHALL RECEIVE A RETURN OF THE EARNEST MONEY.

Section 7. Environmental: Seller represents and warrants that it has no actual knowledge of the presence or disposal within the buildings or on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including but not limited to, those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302.4) and amendments thereto, or such substances, materials and wastes, which are or become regulated under any applicable local, state or federal law, including, without limitation, any materials, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a Hazardous Substance pursuant to Section 331 of the Clean Water Act of 1977 (33 U.S.C. Sec. 1351, et. seq.) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Sec. 1371) (v) defined as a hazardous waste pursuant to Section 1004 of the Resource Conservation and Recovery Act, (42 U.S.C. Sec. 6903) or (vi) defined as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Sec. 9481). Seller further states that it has no actual knowledge of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts, and it has no reason to suspect that such use or disposal has occurred, either during or prior to its ownership of the Property.

Section 8. Risk of Loss/Damage Repair: Until the Closing, the risk of loss or damage to the Property, except as otherwise provided herein, shall be borne by Seller. In the event the Property is damaged so that the Property cannot be conveyed in substantially the same condition as it was on the Contract Date, Buyer may elect to terminate this Agreement, and the Earnest Money shall be returned to the Buyer. Except as to maintaining the Property in its same condition, Seller shall have no responsibility for the repair of the Property, including any improvements, unless the parties hereto agree in writing.

Section 9. Earnest Money Disbursement; Default: In the event of a breach of this Agreement by Seller, then the Earnest Money, if any paid, shall be returned to Buyer, but such return shall not affect any other remedies available to Buyer for such breach; provided further, in the event of breach of this Agreement by Seller, Buyer may avail itself of any remedies available to it at law or in equity, including, but not limited to, the right to specific performance. In the event of a breach of this Agreement by Buyer, then the Earnest Money, if any paid, shall be forfeited, which shall be the sole remedy available to Seller for such breach.

Section 10. Closing: The Closing shall consist of the execution and delivery by Seller to Buyer of a General Warranty Deed and other documents customarily executed by a seller in similar transactions, including without limitation, an owner's affidavit, lien waiver forms and a non-foreign affidavit and the payment by Buyer to Seller of the Purchase Price in accordance with the terms of this Agreement. At Closing, the Earnest Money, if any paid, shall be applied as part of the Purchase Price. The Closing shall be held at the office of Buyer's attorney or such other place as the parties hereto may mutually agree. Possession shall be delivered at Closing, unless otherwise agreed herein.

Section 11. Notices: Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing and shall be deemed to have been properly given and received on the date delivered in person or deposited in the United States mail, registered or certified, return receipt requested, to the addresses set out in Section 1(f) as to Seller and in Section 1(g) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith.

Section 12. Entire Agreement and Enforceability: This Agreement constitutes the sole and entire agreement among the parties hereto and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto. This Agreement shall become a contract when signed by both Buyer and Seller. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns and their personal representatives.

Section 13. Adverse Information and Compliance with Laws:

- (a) **Seller Knowledge:** Seller has no actual knowledge of (i) condemnation(s) affecting or contemplated with respect to the Property; (ii) actions, suits or proceedings pending or threatened against the Property; (iii) changes contemplated in any applicable laws, ordinances or restrictions affecting the Property; or (iv) governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no owners' association special assessments, except as follows: None (Insert "None") or the identification of such assessments, if any). Seller shall be able to convey title with appropriate authority as an entity under NC Law.
- (b) **Compliance:** To the best of Seller's knowledge and belief, (i) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to or affecting the Property; (ii) performance of the Agreement will not result in the breach of constitute any default under or result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property is bound; and (iii) there are no legal actions, suits or other legal or administrative proceedings pending or threatened against the Property, and Seller is not aware of any facts which might result in any such action, suit, or other proceeding.

There are no unrecorded leases, easements, licenses or agreements of any kind or nature which grant any rights whatsoever to any individual or entity with respect to the Property.

Section 14. Applicable Law: This Agreement shall be construed under the laws of the state in which the Property is located.

Section 15. Memorandum of Contract: Upon request by either party, the parties hereto shall execute a memorandum of contract in recordable form setting forth such provisions hereof (other than the Purchase Price and other sums due) as either party may wish to incorporate. Such memorandum of contract shall contain a statement that it automatically terminates, and the Property is released from any effect thereby as of a specific date to be stated in the memorandum

(which specific date shall be no later than the date of Closing). The cost of recording such memorandum of contract shall be borne by the party requesting execution of same.

Section 16. Authority. Each signatory to this Agreement represents and warrants that he or she has full authority to sign this Agreement and such instruments as may be necessary to effectuate any transaction contemplated by this Agreement on behalf of the party for whom he or she signs and that his or her signature binds such party.

Section 17. Brokers. Except as expressly provided herein, Buyer and Seller agree to indemnify and hold each other harmless from any and all claims of brokers, consultants or real estate agents by, through or under the indemnifying party for fees or commissions arising out of the sale of the Property to Buyer. Buyer and Seller represent and warrant to each other that: (i) except as to the Brokers designated under Section 1(d) of this Agreement, they have not employed or engaged any brokers, consultants, or real estate agents to be involved in this transaction and (ii) that the compensation of the Brokers will be paid by the Seller.

Section 18. Assignment. Buyer shall have the right to assign this Agreement at any time. Seller shall not have the right to assign this Agreement without the prior written consent of Buyer.

Section 19. No Third-Party Agreements. Seller agrees that upon its execution of this Agreement, neither it nor its agents or employees will enter into an agreement with any third party with respect to the Property or any part thereof.

THIS DOCUMENT IS A LEGAL DOCUMENT. EXECUTION OF THIS DOCUMENT HAS LEGAL CONSEQUENCES THAT COULD BE ENFORCEABLE IN A COURT OF LAW. EACH PARTY WILL NEED TO CONSULT ITS OWN ATTORNEY FOR ANY DETERMINATION OF RIGHTS AND OBLIGATIONS UNDER THIS AGREEMENT.

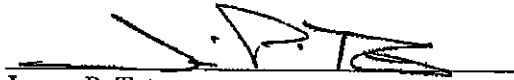
[SEPARATE SIGNATURE PAGE ATTACHED]

SEPARATE SIGNATURE PAGE
TO
AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

BUYER:

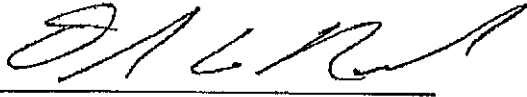
Dated: 2.2.21

COUNTY OF MACON, NORTH CAROLINA



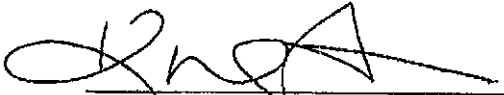
James P. Tate
Chairman of the Macon County Board of
Commissioners

Attest:



Derek C. Roland
County Manager/Clerk to the Board of Commissioners

Approved as to Form:



Kimberly N. Carpenter
Macon County Interim County Attorney

SELLER:

Dated: February 8, 2021

MACON COUNTY FRUIT AND VEGETABLE
GROWERS ASSOCIATION, INC. A NC Non-Profit
Corporation

By: Charles L. Deal (SEAL)
Charles L. Deal, President

Attest:

Clinton Alex James (printed name)
Clinton Alex James Secretary

(corporate seal)

Revenue \$173.00

THIS INSTRUMENT PREPARED BY:

Jeffrey William Gillette
Gillette Law Firm
133 East Palmer St., Ste. 101, P.O. Box 32
Franklin, NC 28744

Delinquent taxes, if any, to be paid by the
closing attorney to the county tax collector
upon disbursement of closing proceeds.

PIN: 6585-63-8379

PLEASE RETURN TO:

Jeffrey William Gillette
Gillette Law Firm
133 East Palmer St., Ste. 101,
P.O. Box 32
Franklin, NC 28744

NORTH CAROLINA SPECIAL WARRANTY DEED

THIS DEED, made this _____ day of March, 2021, by and between **MACON COUNTY FRUIT & VEGETABLE GROWERS ASSOCIATION, INC.**, a North Carolina Cooperative Association, Grantor; and **COUNTY OF MACON**, a political subdivision of the State of North Carolina, Grantee. (The designation Grantors and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine, or neuter as required by context.)

WITNESSETH:

THAT the Grantors, in consideration of Ten Dollars and Other Valuable Consideration (\$10.00 OVC), the receipt of which is hereby acknowledged, have bargained and sold, and by these presents do bargain, sell, and convey unto the

Grantee, in fee simple, all that certain lot or parcel of land situated in Franklin Township, Macon County, State of North Carolina, and being more particularly described as follows:

BEGINNING at an iron stake, said beginning point being located by starting from a concrete monument located on the Northeastern side of the Windy Gap Road, Secondary Road 1321, said point being the Northernmost corner of that 98.36-acre tract of land conveyed to the North Carolina State Highway and Public Works Commission by H. S. Higgins and wife, Agnes Zachary Higgins by deed dated September 13, 1933, and recorded in Book W-4, Page 262, Macon County Registry, and further being a common corner with the lands formerly owned by the Bank of Franklin; running thence from said starting point along the boundary line of lands now owned by Gurney and Hopkins South 50 degrees 48 minutes West 770.91 feet to a common corner of Hopkins and Tallant; thence along the Tallant line South 48 degrees 25 minutes West 66.67 feet to an iron stake; thence continuing South 48 degrees 25 minutes West 102.98 feet to an iron stake; thence South 41 degrees 35 minutes East 60 feet to an iron pipe, the true point and place of BEGINNING; running thence from said beginning point South 29 degrees 56 minutes East 231.79 feet to an iron stake; thence South 24 degrees 35 minutes West 408.46 feet to an iron stake; thence South 61 degrees 05 minutes East 325.58 feet to an iron stake; thence North 25 degrees 08 minutes East 369.28 feet to an iron stake; thence North 5 degrees 33 minutes East 424.03 feet to an iron stake; thence North 39 degrees 24 minutes West 252.49 feet to an iron stake; thence along the Southern boundary of a proposed road with a 60-foot right of way South 50 degrees 28 minutes West 288.11 feet to an iron stake; thence continuing South 50 degrees 28 minutes West 60 feet to an iron stake, the point and place of BEGINNING.

For source of title, see Book S-8, Page 95, Macon County Registry.

Macon County Fruit & Vegetable Growers Association, Inc. is not carrying on any business except that appropriate to wind up and liquidate its business and affairs, and this sale is a sale made in the course of winding up the affairs of the membership association.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple, subject to the exceptions enumerated in the legal description above.

AND, subject to the exceptions herein enumerated, the Grantors covenant with the Grantee, that Grantors are seized of the premises in fee simple, have the right to convey the same in fee simple, that Grantor has not placed or suffered to be placed any presently existing lien or encumbrance on the property described above and that it will warrant and defend the title to the same against the lawful claims of all persons claiming by, through, under or on account of it, but no further.

(Remainder of page intentionally left blank. Signatures appear on next page.)

IN WITNESS WHEREOF, the Grantors have caused this instrument to be properly executed and sealed.

MACON COUNTY FRUIT & VEGETABLE GROWERS ASSOCIATION, INC.

BY: _____ (SEAL)
CHARLES DEAL, its President

ATTEST:

_____ (SEAL)
CLINT JAMES
Secretary

STATE OF _____

COUNTY OF _____

I, _____ a Notary Public, do hereby certify
(type or print name of Notary)
CHARLES DEAL and CLINT JAMES. personally appeared before me this day and
acknowledged the execution of the foregoing instrument.

WITNESS my hand and official stamp or seal this _____ day of February,
2021.

SEAL-STAMP

Notary Public

My Commission expires: _____

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
MACON COUNTY FRUIT AND VEGETABLE GROWERS' ASSOCIATION, INC.
IN LIEU OF A SPECIAL MEETING**

March __, 2021

In lieu of a special meeting of the Board of Directors (the "Board") of the Macon County Fruit and Vegetable Growers' Association, Inc. a North Carolina cooperative association ("the Association"), the Board resolve as follows:

WHEREAS, the Board has the duty to wind up the affairs of the Association in conformity with North Carolina General Statutes Chapter 22-165 and Chapter 55, Article 14; and

WHEREAS, the Association is owner of a certain tract of land identified as Macon County parcel # 6585-63-8379, also known as 215 Co-Op Road, Franklin, NC 28734 ("the Property"); and

WHEREAS, the Board and Macon County, a political subdivision of the State of North Carolina ("Macon County") entered into a contract on or about February 2, 2021 for Macon County to purchase the Property for the price of \$87,500.00 (Eighty-Seven Thousand Five Hundred and No/100) Dollars; and

NOW, THEREFORE, BE IT RESOLVED:

That the Board approve the sale of the Property to Macon County, and

That the Board authorizes its president, Charles L. Deal, to execute a deed of conveyance and such other documents as are appropriate to effect the transfer of the Property.

The undersigned, constituting the Board, by signing this written consent, waive notice of the time, place and purpose of a special meeting and agree to the actions transacted hereby.

Charles L. Deal, President

Lewis H. Ashe, Vice President

Clint James, Secretary

Ted Kirkland, Board Member

Tommy Cross, Board Member

Joseph C. Deal – Board Member

James R. Deal – Board Member

William L. Deal – Board Member

Ricky James – Board Member

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

CATEGORY – NEW BUSINESS

MEETING DATE: April 13, 2021

11A. Economic Development Director Tommy Jenkins will present a proposed lease between the county and the Macon County Board of Education for Units D and E of the Business Development Center. The new lease, prepared by County Attorney Eric Ridenour, would be for one year and would commence on April 13, 2021. The lease recognizes that the center is owned by the county as a small business incubator to promote economic development and the growth of jobs in the county, and in furtherance of that policy, the county will lease the space to the school board at no charge, given the school board's agreement to use it for Science, Technology, Engineering and Mathematics (STEM) educational purposes. Copies of a resolution declaring the property (Units D and E) as surplus along with a lease agreement are included in the packet.

11B. Mr. Jenkins and Mr. Ridenour will also present information on a proposed grant agreement with Balsam West Fibernet to expand the availability of high-speed internet service in the southern portion of the county. The agreement is currently under review by Mr. Ridenour and further details will be available at Tuesday's meeting.

11C. Emergency Services Director Warren Cabe is requesting approval of a bid award for two (2) Prime Movers (1-ton flatbed trucks) funded by a North Carolina Emergency Management Homeland Security Domestic Preparedness Region 9 grant for Macon and Clay counties. Per Mr. Cabe, Macon is the host county for the grant. The vehicles will be used to move supplies and equipment during disasters and other emergencies and must meet federal resource type requirements. The grant is for \$140,000. A copy of the bid tabulation will be included in the packet, along with a copy of the Homeland Security Grant Program Subaward Notification and the

Memorandum of Agreement (MOA) – minus the various administrative attachments.

11D. Mr. Ridenour has prepared a “Release of Performance Bond” stemming from a request to Lori Carpenter from Morris Broadband, LLC. The cable television company is asking to have a \$50,000 performance bond (0512035) returned so that company officials can have it canceled. Per the email to Mrs. Hall, the bond was originally sent in 2011 as required by the county for the cable franchise agreement, and company officials only recently realized that it was still outstanding. A copy of the release will be included in the packet.

STATE OF NORTH CAROLINA
COUNTY OF MACON

RESOLUTION OF THE MACON COUNTY BOARD OF COUNTY COMMISSIONERS
APPROVING A ONE YEAR LEASE FOR A PORTION OF THE MACON COUNTY
BUSINESS DEVELOPMENT CENTER TO THE MACON COUNTY BOARD OF
EDUCATION.

THAT WHEREAS, Macon County owns certain real property being described in a Lease attached hereto to Macon County Board of Education for Units D and E, Macon County Business Development Center, 185 Industrial Park Rd, Franklin, NC 28734; and

WHEREAS, pursuant to N.C. Gen. Stat. § 160A-274 Macon County is authorized to Lease real property to Macon County Board of Education, without or without consideration; and

NOW THEREFORE, upon Motion of Commissioner _____,
seconded by Commissioner _____, and duly approved, be it
hereby resolved by the Macon County Board of County Commissioners as follows:

RESOLVED, that Macon County does hereby authorize the entry into the Lease to Macon County Board of Education, a copy of which is attached hereto and incorporated herein by reference, for the period of one year commencing on April 13, 2021; and

RESOLVED, that Derek Roland, Macon County Manager, is hereby authorized and directed to fill in any blanks upon the same and execute said Lease to Macon County Board of Education on behalf of Macon County.

Adopted at the April 13, 2021 Regular Meeting of the Macon County Board of Commissioners.

James Tate, Chairman, Macon County Board of
County Commissioners

ATTEST:

Derek Roland, Macon County Manager
and Clerk to the Board

(Official Seal)

STATE OF NORTH CAROLINA
COUNTY OF MACON

LEASE FROM MACON COUNTY
to
MACON COUNTY BOARD OF EDUCATION

This lease is made this ___ day of April, 2021, by and between MACON COUNTY, a body corporate and politic organized and existing under the laws of the State of North Carolina, hereinafter called the "Lessor," and MACON COUNTY BOARD OF EDUCATION, hereinafter called the "Tenant."

WITNESSETH:

That, subject to the terms and conditions hereinafter set forth, the *Lessor* does hereby demise and let and the *Tenant* does hereby rent and hire from the Lessor, those certain premises (hereinafter referred to as the "Premises") known as Units D and E, Macon County Business Development Center, 185 Industrial Park Rd, Franklin, NC 28734 and more particularly depicted on Exhibit A attached hereto and incorporated by reference.

(1) *Premises.* Lessor leases unto the Tenant, and the Tenant accepts upon the full terms and conditions of this lease, that certain space known as Units D and E, Macon County Business Development Center located at the Macon County Industrial Park, 185 Industrial Park Rd, Franklin, NC, 28734, said units being more particularly highlighted on the attached drawing of the floor plan of the Business Development Center attached hereto as Exhibit A and incorporated by reference. Tenant shall further have the non-exclusive right to use, along with the rights of other tenants within the Development Center, those certain common areas as the Men's and Women's Restrooms, Lounge, Janitor's Closet, Corridors, Loading Dock, Halls and Waiting Room, the same being highlighted in blue on the attached Exhibit A, together with such portion of the premises as is reasonably necessary for access, parking and use of the leased premises.

(2) *Term.* Subject to the terms below, this lease shall commence April 13, 2021, and shall continue for a period of one (1) year. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, LESSOR, AT LESSOR'S SOLE DISCRETION, MAY TERMINATE THIS LEASE UPON 30 DAYS NOTICE TO TENANT WITHOUT LEGAL CONSEQUENCE.

(3) *Rent.* The Macon County Business Development Center is owned by Macon County as a small business incubator to promote economic development and the growth of jobs in Macon County. The lease of the premises to Tenant is in furtherance of that policy given that the Macon County Board of Education does hereby agree to and shall use the leased premises for Science, Technology, Engineering and Mathematics, hereinafter "STEM" educational purpose during the term of this Lease. The parties hereto recognize and agree that the STEM program helps equip

students in problem solving and education to ready students to be gainfully employed and thereby promotes economic development and the growth of jobs in Macon County. The payment of monthly rent for the aforementioned space is waived by the County and the agreement of the Macon County Board of Education to use the lease premises only for STEM educational purposes during the term of the Lease shall constitute the consideration for this Lease

(4) *Use of Premises.* The leased premises shall only be used by Tenant for Macon County STEM educational purposes. Further, there shall be no use of the leased premises by students participating in the STEM educational program without appropriate and adequate adult Macon County School Personnel being present upon the leased premises at all times and appropriately supervising the students participating in the STEM educational program. The students participating in the STEM educational program shall at no time interfere with the activities and business of other tenants in the Business Development Center.

(5) *No Assignment.* This lease shall not be assigned by Tenant nor shall Tenant sublet the leased premises or any portion thereof.

(6) *Tenant's Responsibilities for Repairs.* Tenant agrees to accept the premises in their present condition and to maintain the interior components of the portion of the premises leased to Tenant in a good state of repair during the term of this lease. Interior components shall include the floors, walls, ceilings, electrical components, lighting fixtures, plumbing and plumbing fixtures. Tenant shall be responsible for interior repairs in the portions of the premises leased to it exclusively and in common with other tenants. If other space in the Center is leased to existing or additional tenants, the tenants shall establish a procedure by which all tenants using the common area shall share in the cost of such maintenance. At termination, Tenant shall surrender the premises to the Lessor in as good condition as they now are, except for ordinary wear and tear incident to the use of the premises. Lessor makes no warranty whatsoever concerning the adequacy of the leased premises for use by Tenant for STEM educational purposes.

(7) *Lessor's Responsibilities for Repairs.* Lessor shall make all necessary repairs to the exterior of the premises, including the parking and driveway areas, exterior walls, windows and roof. In the event the premises or any part thereof are substantially damaged by fire or other casualty to the extent that necessary repairs will exceed twenty percent of the value of the building, the parties agree that Lessor shall have no obligation to make the repairs and Lessor may elect to either make the necessary repairs or to terminate the lease.

(8) *Maintenance.* Tenant shall be solely responsible for all routine and recurring maintenance, including cleaning, trash removal and painting of the interior portion of the premises leased to it exclusively and the portion of the premises leased to is as common area with other tenants. If other space is leased to existing or additional tenants, the tenants shall establish a procedure by which all tenants using the common area shall share in the cost of such maintenance. Lessor shall continue to maintain the exterior premises including the parking areas, driveways and landscaping/mowing.

(9) *Abatement of Nuisances and Appearance.* Tenant shall comply with all laws, rules and regulations of any governmental jurisdiction applicable to the leased premises and shall take all measures necessary to prevent or abate nuisances or other grievances arising out of the manner of the occupancy of the premises for its business purposes. Tenant shall further maintain the appearance of the premises in manner that is aesthetically pleasing and consistent with other business users in the neighborhood and shall not accumulate trash or debris nor display merchandise on the premises.

(10) *Utilities.* Lessee shall be responsible for furnishing its utilities for Unit D and E shown on Exhibit A attached hereto. Lessor will provide utilities for the balance of the leased premises.

(11) *Alterations.* Tenant shall not make any alterations, additions or improvements to the premises without first obtaining written permission from the Lessor and any such alterations, additions or improvements which are permitted shall inure to the benefit of the Lessor upon expiration of the lease and surrender of the premises by the Tenant.

(12) *Indemnification.* Tenant shall indemnify Lessor and hold it harmless from and against any and all claims, actions, damages, liability and expense in connection with the loss of life, personal injury or damage to property occurring in or about, or arising out of, the leased premises, or occasioned wholly or in part by any act or omission of Tenant, its agents, licensees, concessionaires, customers or employees. In the event Lessor shall be made a party to any litigation, commenced by or against Tenant, its agents, licensees, concessionaires, customers or employees, then Tenant shall protect and hold Lessor harmless and shall pay all costs, expenses and reasonable attorneys' fees included or paid by Lessor in connection with such litigation.

(13) *Environmental Matters.* With respect to any pollutants, contaminants, chemicals, or industrial, toxic or hazardous substance or material defined as such in, or for purposes of, all applicable environmental laws, rules, regulations and ordinances now or hereafter in effect ("Environmental Laws"), including without limitation, any waste constituents coming within the definition or list of hazardous substances in 40 C.F.R. §§ 261.1 through 261.33 ("Hazardous Material"), the Tenant represents, warrants and covenants that it will indemnify and hold Lessor harmless from and against any and all losses, liabilities, damages, injuries, interest, deficiencies, fines, penalties, costs, expenses, attorneys' fees, disbursements, and costs of investigation and clean-up, including without limitation, claims, suits, and proceedings by federal, state, or local government authorities with respect to, or as a direct or indirect result of (i) the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or releasing from, the property of any Hazardous Material, if such occurs during the term of the lease, (ii) any other environmental pollution, including without limitation, any contaminant, waste, irritant or pollutant, discharged into or otherwise contained in the environment at or adjacent to the property if such occurs during the term of the lease, (iii) non-compliance relating to the Tenant's business or the property with any Environmental Law or any other federal, state or local statute, law, ordinance, rule, regulation, order or decree, or (iv) the inaccuracy, misrepresentation or violation or default of or under any matter set forth in this section unless any such loss, liability, damage, injury or the

like is directly caused by negligent acts of the Lessor. In addition, the Tenant shall at all times keep on file with the Macon County Fire Marshall a list of any of the materials, substances, or chemicals described in this paragraph and stored or kept on the leased premises.

(14) *Incidents of Default.* Each and every term of this lease is a material part of this lease and continuation of the lease is conditioned on the parties' adherence to its terms. The breach or threatened breach of any of the lease terms by the Tenant shall be deemed an incident of default. A declaration of insolvency or the filing of a petition of bankruptcy by the Tenant shall also be deemed an incident of default. In the event Tenant defaults as defined in this paragraph, Lessor may declare the lease terminated and retake possession of the premises upon allowing Tenant a reasonable time to vacate the premises and remove its personal property from the premises.

In testimony whereof, the parties have signed this lease on the date first written above in duplicate originals, one of which is retained by each of the parties.

COUNTY OF MACON

By: _____
Macon County Manager

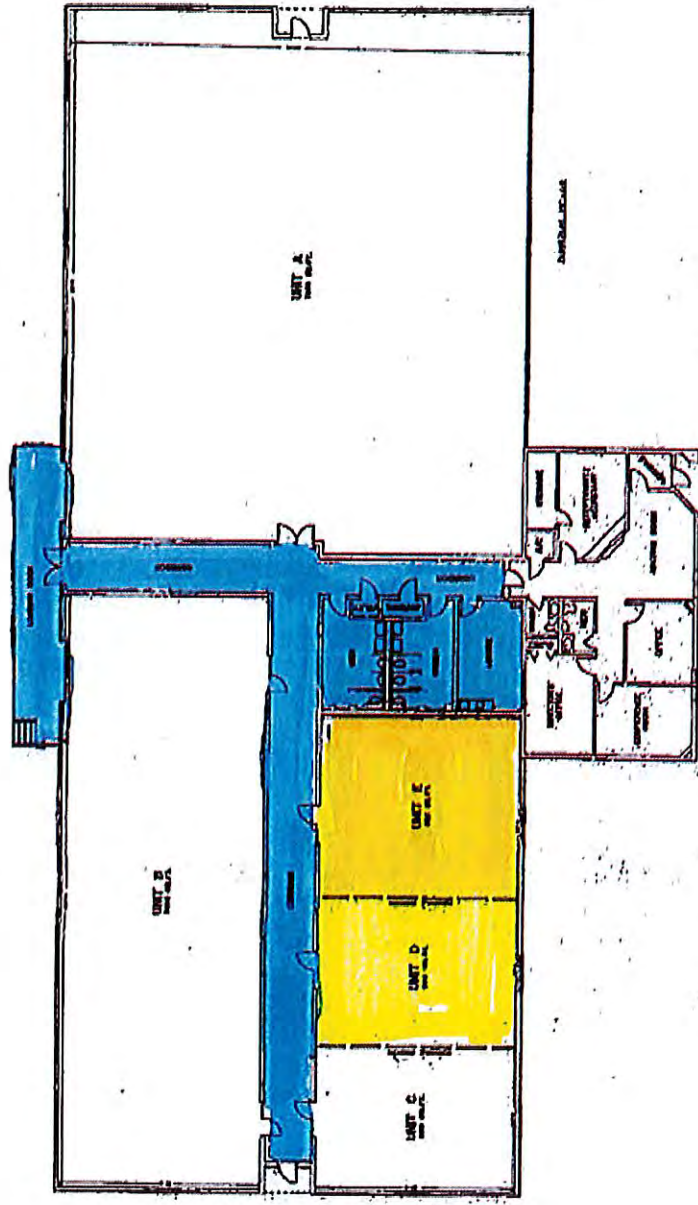
Macon County Board of Education

By: _____

Exhibit A

PREPARED BY: [illegible]
DATE: [illegible]
SCALE: [illegible]

LOCATION: [illegible]
TOTAL FLOOR AREA: [illegible] SQ. FT.
PREPARED BY: [illegible]



MACON COUNTY BUSINESS DEVELOPMENT CENTER

Two(2) Prime Mover Vehicles for Macon County Emergency Services

Bid No. 4375-08 opened March 24, 2021 @ 4:00 p.m.

	Vehicle #1	Vehicle # 2	Bid Alternate #1 Emergency Lighting	Bid Alternate #2 Radios
Jacky Jones Chrysler Dodge Jeep Ram	58,856.55	59,034.55	no bid	no bid
West Chatham Warning Devices Inc.	no bid	no bid	6,099.80	no bid
Western Carolina Comm Systems, Inc	no bid	no bid	8,289.40	9,827.06

Recommendation to award the following:

Jacky Jones Chrysler Dodge Jeep Ram	117,891.10
West Chatham Warning Devices Inc.	6,099.80
Western Carolina Comm Systems, Inc	9,827.06
	133,817.96



North Carolina Department of Public Safety

Emergency Management

Roy Cooper, Governor
Erik A. Hooks, Secretary

Michael A. Sprayberry, Director

Homeland Security Grant Program (HSGP)

Fiscal Year 2020

AL #: 97.067

Grant#: EMW-2020-SS-00023

SUBAWARD NOTIFICATION

Warren Cabe
Macon County
104 East Main St
Franklin, NC 28734-3045

Period of Performance: September 1, 2020 to February 28, 2023
Project Title: Prime Mover
Total Amount of Award: \$140,000.00
MOA #: 2040040

North Carolina Emergency Management (NCEM) is pleased to inform you that the federal Fiscal Year (FY) 2020 Homeland Security Grant Program (HSGP) has been approved for funding. In accordance with the provisions of FY 2020 HSGP award, NCEM hereby awards to the foregoing subrecipient a grant in the amount shown above.

Payment of funds: The grant shall be effective upon final approval by NCEM of the grant budget and program narrative and the execution of the forthcoming Memorandum of Agreement. Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.).

Conditions: The subrecipient shall understand and agree that funds will only be expended for those projects outlined in the funding amounts as individually listed above. Subrecipient shall also certify the understanding and agreement to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the 2 CFR 200 and all applicable laws governing these funds and all other federal, state and local laws; that all information is correct; that there has been appropriate coordination with affected agencies; that subrecipient is duly authorized to commit the applicant to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the subrecipient; and that all agencies involved with this project understand that federal funds are limited to the period of performance. Subrecipient must read and sign forthcoming Memorandum of Agreement for acceptance of the award.

For projects involving construction or the installation of equipment:

Prior to funds being expended from this award the subrecipient must complete and submit an Environmental Planning and Historical Preservation form to NCEM for approval. On receipt of the approval letter from NCEM the subrecipient may begin to expend grant funds.

Supplanting: The subrecipients confirm that sub-grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, the subrecipient will certify that the receipt of federal funds through NCEM shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

GRANT AWARD NOTICE: THIS AWARD IS SUBJECT TO THE GRANT SPECIAL CONDITIONS AND FINAL APPROVAL BY THE DEPARTMENT OF PUBLIC SAFETY, NORTH CAROLINA EMERGENCY MANAGEMENT GRANT PROGRAM BUDGET AND NARRATIVE



MAILING ADDRESS
4236 Mail Service Center
Raleigh NC 27699-4236
www.readync.org
www.ncdps.gov

OFFICE LOCATION
1636 Gold Star Drive
Raleigh, NC 27607-3371
Telephone: (919) 825-2500
Fax: (919) 825-2685



North Carolina Department of Public Safety

Emergency Management

Roy Cooper, Governor
Erik A. Hooks, Secretary

Michael A. Sprayberry, Director

Homeland Security Grant Program (HSGP)

Fiscal Year 2020

AL #: 97.067

Grant #: EMW-2020-SS-00023

Memorandum of Agreement (MOA)

between

Recipient:

State of North Carolina
Department of Public Safety
Emergency Management

Subrecipient:

Macon County
Tax ID/EIN #: 56-6000930
Duns #: 070626825

MOA #: 2040040

Award amount: \$140,000.00

Period of performance:

September 1, 2020 to February 28, 2023

DPS fund code: 1502-7A38-3H20

1. Purpose

The purpose of this Memorandum of Agreement is to establish responsibilities and procedures to implement the terms of the US Department of Homeland Security (DHS) HSGP Grant Program. A copy of the complete Federal grant instructions is available at www.fema.gov. This agreement is to set forth terms by which the State of North Carolina, Department of Public Safety, North Carolina Emergency Management (Recipient), shall provide HSGP funding to the Subrecipient to fund projects related to Homeland Security Planning, Operations, Equipment purchases, Training and Exercises. For a more detailed description of the approved Scope of Work, please see Attachment 1.

2. Program Authorization and Regulations

This Agreement is authorized under the provisions of (1) Department of Homeland Security Appropriations Act, 2020 (Pub. L. No. 116-93); (2) The 9/11 Commission Act of 2007; (3) Public Law 107-56, (6 U.S.C. § 101 et seq.), the USA Patriot Act of 2001; (4) Public Law 107-296 as amended, the Homeland Security Act of 2002; (5) Public Law 109-295, The Post-Katrina Emergency Management Reform Act of 2006, 6 U.S.C. 752(c); (6) the implementing recommendations or regulations of each Act or Law, if any; (7) the FY 2020 HSGP Notice of Funding Opportunity Announcement (NOFOA) available at www.fema.gov (8) applicable Grants Programs Directorate (GPD) Information Bulletins available at www.fema.gov; and (9) the NC Emergency Management Act, Chapter 166A of the North Carolina General Statutes. The funds awarded under this grant must be used in compliance with all applicable state and federal laws to include compliance with N.C.G.S. §§ 143C-6-21, 143C-6-22, 143C-6-23 and 09 NCAC 03M. By accepting this award, the Subrecipient agrees to use these funds in a manner consistent with state laws and regulations.

3. Projects managed by the Recipient (State) on behalf of Subrecipient (Only)

By initialing, the Subrecipient requests that the Recipient retains funds effective September 1, 2020. Subrecipient has agreed to receive grant funds from Recipient. Subrecipient desires for the North Carolina Emergency Management or its assigns to conduct activities described in Attachment 1 of this MOA, on its behalf with its allocation of awarded funds through the FY 2020 HSGP. Subrecipient authorizes Recipient to provide the funds to the State of North Carolina, Department of Public Safety, North Carolina Emergency Management or its assigns to conduct Planning, make Equipment Purchases, and conduct Training and Exercise activities to improve prevention, protection, preparedness,

response, and recovery capabilities. See Attachment 1 for detailed Scope of Work. Subrecipient in returning management responsibilities back over to North Carolina Emergency Management or its assigns relieves itself from requirements set forth in this MOA.

4. Compensation

Recipient agrees that it will pay the Subrecipient complete and total compensation for the services to be rendered by the Subrecipient. Payment to the Subrecipient for expenditures under this Agreement will be reimbursed after the Subrecipient's cost report is submitted and approved for eligible scope of work activity. The original signed copy of this Award and MOA must be signed by the Official(s) authorized to sign below and returned to North Carolina Emergency Management no later than 45 days after award date. The grant shall be effective upon return of the executed Grant Award and MOA and final approval by North Carolina Emergency Management of the grant budget and program narrative. Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.) and/or that all work activities are completed.

Subrecipients must meet all reimbursement requirements contained herein. Non-compliance may result in denial of reimbursement request(s) or revocation of equipment and/or grant funds awarded for this project.

5. Funding Eligibility Criteria

Federal funds administered through the State are available to local governments to assist in the cost of developing and maintaining a "Comprehensive Homeland Security Response" program. Continued HSGP funding is contingent upon completion of all HSGP funding requirements. The following eligibility criteria must be adhered to during the Grant Program:

A. Every participant must:

- i. Be established as a State, Local, or Non-Profit agency by appropriate resolution/ordinance.
- ii. Complete any procurement(s) and expenditures no later than February 28, 2023.
- iii. Provide quarterly progress reports to NCEM Grant Managers, Training and Exercise Officer(s), and Field Branch Staff, as applicable using the latest Grant Quarterly Report form by the following dates: *January 15th, April 15th, July 15th and October 15th*.
- iv. Submit request for reimbursement with all required documentation attached.

B. File Retention:

Subrecipient is required to maintain records and (invoices) of this grant for three years after termination of the grant, or audit if required, or longer where required by law, as outlined below, attached and incorporated by reference. Recipient must meet the financial administration requirements in 2 CFR Part 200 and must maintain a file for each HSGP grant award. The files must be available for review by North Carolina Emergency Management staff for site visits, project closeout and future audits.

However, if a litigation, claim or audit has been initiated prior to the expiration of the three-year period and extends beyond the five-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The following files must be available for review by North Carolina Emergency Management staff for site visits, project closeout and future audits:

- i. Resolution/ordinance establishing Subrecipient a State, Local, or Non-Profit
- ii. Grant award and memorandum of agreement/memorandum of understanding and supporting appendices
- iii. Completed appropriate reports with specifications, solicitations, competitive quotes or proposals, basis for selection decisions, purchase orders, contracts, invoices and proof(s) of payment
- iv. Audit findings and corrective action plans
- v. Equipment inventory records with photo documentation of labeling

C. The political subdivision must have an acceptable local travel regulation plan or accept the state travel regulations.

6. Conditions

The Subrecipient certifies that it understands and agrees that funds will only be expended for those projects outlined in the funding amounts as individually listed in the FY 2020 HSGP Application Packet, incorporated by reference herein.

The Recipient certifies that it understands and agrees to comply with the general and fiscal terms and conditions of the

grant including special conditions; to comply with provisions of the applicable laws, rules and policies governing these funds; that all information is correct; that there has been appropriate coordination with affected agencies; that it is duly authorized to commit the Subrecipient to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the Subrecipient; and that all agencies involved with this project understand that all Federal funds are limited to the Federal period of performance.

7. Supplantation

Subrecipients are required to provide assurance that grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, the Subrecipient certifies that the receipt of Federal funds through North Carolina Emergency Management shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

8. Compliance

Subrecipient shall comply with the applicable statutes, ordinances, regulations, licensing requirements, policies, guidelines and requirements, reporting requirements and certifications and other regulatory matters that are applicable to the conduct of its business and purchase requirements performed under this MOA, including those of Federal requirements and State and local agencies having appropriate jurisdiction and found in the applicable FY 2020 HSGP NOFO announcement. Subrecipient shall be wholly responsible for the purchases to be made under this MOA and for the supervision of its employees and assistants. Failure to comply with the specified conditions of this MOA will result in the return of funds and/or items to North Carolina Emergency Management.

9. Responsibilities

Recipient:

- A. The Recipient shall provide funding to the Subrecipient to perform the work activities as described herein.
- B. The Recipient shall conduct a review of the project to ensure that it is in accordance with HSGP requirements.
- C. The Federal award date is September 1, 2020. Funds allocated for the performance of the work activities must be encumbered and invoices received by the North Carolina, Department of Public Safety, and North Carolina Emergency Management by February 28, 2023.
- D. The recipient shall directly monitor the completion of this project.

Subrecipient:

- A. The Subrecipient shall expend FY 2020 HSGP Grant Program funds in accordance with the applicable DHS and HSGP NOFO announcement, the Grant Application Package, and the Grant Award and Special Conditions documents, incorporated by reference herein, of this MOA for the performance of the work activities.
- B. The Subrecipient shall utilize State of North Carolina and/or local procurement policies and procedures for the expenditure of funds, and conform to applicable State and Federal law and the standards identified in the Procurement Standards Sections of 44 Code of Federal Regulations (CFR) 2 CFR Part 200. Subrecipient must follow procurement procedures and policies as outlined in the applicable DHS and HSGP NOFO announcement and the DHS Financial Management Guide. Subrecipient shall comply with all applicable laws, regulations and program guidance. Subrecipient must comply with the most recent version of the funding administrative requirements, cost principles, and audit requirements. Administrative and procurement practices must conform to applicable Federal requirements. A non-exclusive list of regulations commonly applicable to DHS grants are listed below, codified in the following guidance: 2 CFR 215; 2 CFR Parts 225, 220, and 230; 15 CFR Part 24; Federal Acquisition Regulations (FAR), Part 31.2; and 2 CFR 200 Sub-part F and 44 CFR Part 14; 28 CFR Part 23 "Criminal Intelligence Systems Operating Policies"; 49 CFR Part 1520 "Sensitive Security Information"; Public Law 107-296, The Critical Infrastructure Act of 2002; Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000 et. seq.; Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et. seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794; The Age Discrimination Act of 1975, as amended, 20 U.S.C. 6101 et. seq.; Cash Management Improvement Act (CMIA) and its implementing regulations at 31 CFR Part 205; FEMA Grant Programs Directorate, Grants Management Division, Match Guidance; Certifications and Assurances regarding Lobbying 31 U.S.C. 1352, Drug-Free Workplace Act, as amended, 41 U.S.C. 701 et. seq. and

Certification Regarding Drug-Free Workplace Requirements, Debarment and Suspension Executive Orders 12549 and 12689 and 44 CFR Part 17 and Certification Regarding Debarment, Suspension and Other Responsibility Matters; Assurances as listed in SF 424B and SF 424D, 28 CFR Parts 66, 67, 69, 70 and 83; 2 C.F.R. Part 200, including 2 C.F.R. §§ 200.310, 200.313, and 200.316; and Grant Award and Special Conditions documents.

- C. Submit invoice(s) requesting reimbursement for item(s) received to the NCEM Grants Management Branch. Recipient will reimburse Subrecipient for eligible costs as outlined in the applicable DHS Program Guidelines and NOFO announcements. Subrecipient must take possession of all purchased equipment and receive any grant-eligible service prior to seeking reimbursement from the Recipient. Subrecipient must submit request for reimbursement within 60 days of payment of invoice.
- D. Complete the procurement(s) process not later than February 28, 2023.
- E. Provide quarterly progress reports to NCEM Grant Managers, Training and Exercise Officer(s), and Field Branch Staff, as applicable using the latest Grant Quarterly Report form by the following dates: *January 15th*, *April 15th*, *July 15th* and *October 15th*. (Attachment 2)
- F. Maintain a grant management filing system as required in this MOA (attachment 5).
- G. Provide a list at project completion phase to the Grants Manager, DPR chair, and/or Branch Office listing all items purchased through the grant including Grant- Funded Typed Resource Report (attachment 3).
- H. Comply with the applicable Federal statutes, regulations, policies, guidelines and requirements, reporting requirements and certifications as outlined in the applicable FY 2020 HSGP NOFO announcement and Grant Award and Special Conditions documents including DHS Standard Terms and Conditions (attachment 4).
- I. Comply with current Federal laws, suspension and debarment regulations pursuant to 2 CFR 200 Sub-part F and OMB which states in pertinent part that “effective November 26, 2003, when a non-Federal entity enters into a covered transaction with an entity at a lower tier, the non-Federal entity must verify that the entity is not suspended or debarred or otherwise excluded. Subrecipient shall be responsible to ensure that it has checked the Federal System for Awards Management (SAM) <https://www.sam.gov/portal/public/SAM/> and the State Debarred Vendors Listing, <http://www.pandc.nc.gov/actions.asp> to verify that contractors or subrecipients have not been suspended or debarred from doing business with the Federal government”.
- J. Ensure that HSGP funds are not used to support the hiring of any personnel for the purposes of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities.
- K. Non-supplanting Requirement. Federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose.
- L. All materials publicizing or resulting from award activities shall contain this acknowledgement: “This project was supported by a Federal award from the US Department of Homeland Security, Department of Public Safety, North Carolina Emergency Management.” Use of the Federal program logo must be approved by DHS. Printed as a legend, either below or beside the logo shall be the words “Funded by US Department of Homeland Security.
- M. Subrecipient shall have sole responsibility for the maintenance, insurance, upkeep, and replacement of any equipment procured pursuant to this Agreement unless hand receipted or transferred.
- N. Maintain an effective property management system that complies with the following requirements:
 - i. Recipient and Subrecipient shall take an initial physical inventory of any equipment. Equipment is defined as tangible, non-expendable property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Subrecipient may have property management guidelines that are more restrictive, requiring a unit of equipment with a value of less than \$5,000 to be inventoried. If so, such equipment purchased under this award allocation shall be included on the report submitted to Recipient. The grant summary, cost reports with backup documentation, certificate of title, and any other Subrecipient reports or inventory reports that include information regarding the grant, vendor, invoice number, cost per item, number of items, description, location, condition and identification number may be used to meet this requirement.
 - ii. Subrecipient must ensure a control system exists to ensure adequate safeguards to prevent loss, damage or theft. Subrecipient shall be responsible for replacing or repairing equipment which is willfully or negligently lost, stolen, damaged, or destroyed. Any loss, damage or theft of the property must be investigated and fully documented, and made part of the official project records.

- iii. Subrecipient or equipment owner must ensure adequate maintenance procedures exist to keep the equipment in good condition.
 - iv. Disposition Procedures. Subrecipient may dispose of the equipment when the original or replacement equipment acquired under the grant award is no longer needed for the original project or program. Items with a fair market value of less than \$5,000 may be retained, transferred or otherwise disposed of with prior approval of Recipient and in accordance with disposition requirements in 2 CFR Part 200. Items with a current per unit standard Federal or fair market value in excess of \$5,000 may be retained, transferred or otherwise disposed of with prior Recipient approval in accordance with disposition requirements in 2 CFR Part 200. Subrecipient must provide documentation that includes the method used to determine current fair market value.
 - v. Only allowable equipment listed in the Authorized Equipment List (AEL) for HSGP are eligible for purchases from this grant. For more guidance visit www.fema.gov.
- O. No indirect or administrative costs will be charged to this allocation award.
- P. Subrecipient must utilize equipment as intended in their project application to NCEM. Any variation from this intended use must be requested in writing and approved by NCEM. Any equipment purchased under the HSGP is subject to use as a regional asset to be utilized by the DHS, North Carolina Emergency Management, or Domestic Preparedness Region partners and statewide as needed. Failure to adhere to this policy might result in revocation of funds allocated for the purchase of said equipment.
- Q. Subrecipient must have a DUNS number, prior to any funds being released. DUNS numbers may be obtained from either of the following web links: www.dnb.com or <http://fedgov.dnb.com/webform>.
- R. Each subrecipient shall ensure their organization is registered with the System for Award Management (SAM). It is required for all applicants name, address, DUNS number and EIN are up to date in SAM and that the DUNS number used in SAM is the same one used to apply for all FEMA awards. SAM information can be found at <http://www.sam.gov>. Future payments will be contingent on the information provided in SAM; therefore it is imperative that the information is correct.
- S. The purchase or acquisition of any additional materials, equipment, accessories or supplies, or the provision of any training, exercise or work activities beyond that identified in this MOA shall be the sole responsibility of Subrecipient, and shall not be reimbursed under this MOA.

10. Funding

All terms and conditions of this MOA are dependent upon and subject to the allocation of funds from the DHS and NCEM for the purpose set forth, and the MOA shall automatically terminate if funds cease to be available.

Allowable costs shall be determined in accordance with the applicable DHS Program Guidelines, which include, but may not be limited to, the FY 2020 HSGP NOFO announcement, available at: www.fema.gov.

2 CFR Parts 200 Sub-part F, 215, 220, 225, and 230, Federal Acquisition Regulations (FAR) Part 31.2, OMB Circulars A-21 and the DHS Financial Management Guide available at www.dhs.gov. Allowable costs are also subject to the approval of the State Administrative Agent for the State of North Carolina, the Secretary of the Department of Public Safety.

Allowable costs are also subject to the approval of the State Administrative Agent for the State of North Carolina, the Secretary of the Department of Public Safety.

11. Taxes

Subrecipient shall be considered to be an independent subrecipient and as such shall be responsible for ALL taxes. There shall be no reimbursement for taxes incurred by the subrecipient under this grant.

12. Warranty

As an independent subrecipient, the Subrecipient will hold the Recipient harmless for any liability and personal injury that may occur from or in connection with the performance of this Agreement to the extent permitted by the North Carolina Tort Claims Act. Nothing in this Agreement, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this Agreement. This Agreement does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This Agreement is intended for the sole and exclusive benefit of the parties hereto. This Agreement is not made for the benefit of any third person or persons. No third party

may enforce any part of this Agreement or shall have any rights hereunder. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina.

13. Audit Requirements

For all DHS grant programs, Subrecipient is responsible for obtaining audits in accordance with 2 CFR 200 Subpart F.

A subrecipient that receives a combined **\$500,000** or more in **North Carolina state funding or federal funding passed through a state agency** must within 9 months of the subrecipient's fiscal year end submit to DPS Internal Audit (AuditGrantsReport@ncdps.gov) a single audit prepared and completed in accordance with Generally Accepted Government Auditing Standards.

A subrecipient that receives a combined **\$750,000** or more in funding from all **federal** funding sources, even those passed through a state agency, must within 9 months of the subrecipient's fiscal year end:

- A. Post the single audit to the Federal Audit Clearinghouse (<https://harvester.census.gov/facweb/>).
- B. Submit to DPS Internal Audit (AuditGrantsReport@ncdps.gov) a single audit prepared and completed in accordance with Generally Accepted Government Auditing Standards (<https://www.gao.gov/yellowbook>).
- C. Make copies of the single audit available to the public.

14. State Property

Subrecipient shall be responsible for the custody and care of any property purchased with HSGP funds furnished for use in connection with the performance of this Agreement and shall reimburse the Recipient for any loss or damage to said property until the property is disposed of in accordance with HSGP Program requirements. Recipient will not be held responsible for any property purchased under this MOU/MOA. Title to the property purchased with HSGP funds shall be in the Subrecipient unless noted in Section 8 of the MOA.

15. Points of Contact

To provide consistent and effective communication between Subrecipient and the North Carolina Department of Public Safety, North Carolina Emergency Management, each party shall appoint a Principal Representative(s) to serve as its central point of contact responsible for coordinating and implementing this MOA. The North Carolina Department of Public Safety, North Carolina Emergency Management contact shall be, Assistant Director - Administration, the NCEM Grants Management Branch Staff, and the NCEM Field Branch Staff. The Subrecipient point of contact shall be the HSGP Program Manager or the person designated by the Subrecipient. All confidential information of either party disclosed to the other party in connection with the services provided hereunder will be treated by the receiving party as confidential and restricted in its use to only those uses contemplated by the terms of this MOA. Any information to be treated as confidential must be clearly marked as confidential prior to transmittal to the other party. Neither party shall disclose to third parties, the other party's confidential information without written authorization to do so from the other party. Specifically excluded from such confidential treatment shall be information that:

- A. As of the date of disclosure and/or delivery, is already known to the party receiving such information.
- B. Is or becomes part of the public domain, through no fault of the receiving party.
- C. Is lawfully disclosed to the receiving party by a third party who is not obligated to retain such information in confidence.
- D. Is independently developed at the receiving party by someone not privy to the confidential information.

16. Public Records Access

While this information under Federal control is subject to requests made pursuant to the Freedom of Information Act (FOIA), 5 U.S.C. §552 et. seq., all determinations concerning the release of information of this nature are made on a case-by-case basis by the FEMA FOIA Office. This agreement may be subject to the North Carolina Public Records Act, Chapter 132 of the North Carolina General Statutes.

17. Subcontracting

If Subrecipient subcontracts any or all purchases or services required under this Agreement, then Subrecipient agrees to include in the subcontract that the subcontractor is bound by the terms and conditions of this MOA. Subrecipient and any subcontractor agree to include in the subcontract that the subcontractor shall hold Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this MOA. If Subrecipient subcontracts any or all purchases or services required under this MOA, a copy of the executed subcontract Agreement must be forwarded to Recipient. A contractual arrangement shall in no way relieve Subrecipient of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state and Federal requirements. Subrecipient is bound by all special conditions of this grant award as set out in the Grant Application Package and the Grant Award and Special Conditions documents, incorporated by reference herein, as well as all terms, conditions and restrictions of the applicable HSGP NOFO announcement referenced herein.

18. Situs

This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement shall be filed in State Court in Wake County, North Carolina.

19. Antitrust Laws

This Agreement is entered into in compliance with all State and Federal antitrust laws.

20. Other Provisions/Severability

Nothing in this Agreement is intended to conflict with current laws or regulations of the State of North Carolina, Department of Public Safety, North Carolina Emergency Management, or the Subrecipient. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

21. Compliance with the law

Subrecipient shall be wholly responsible for the purchases to be made under this MOA and for the supervision of its employees and assistants. Subrecipient shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of its business and purchase requirements performed under this MOA, including those of Federal requirements and State and local agencies having appropriate jurisdiction and found in the FY 2020 HSGP NOFO announcement.

22. Entire Agreement

This Agreement and any annexes, exhibits and amendments annexed hereto and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral and written statements or agreements.

23. Modification

This Agreement may be amended only by written amendments duly executed by the Recipient and the Subrecipient.

24. Prohibition on purchasing certain telecommunications

Effective August 13, 2020, FEMA recipients and subrecipients may not use any FEMA funds under open or new awards to:

1. Procure or obtain any equipment, system, or service that uses *covered telecommunications equipment or services* as a substantial or essential component of any system, or as critical technology of any system
2. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses *covered telecommunications equipment or services* as a substantial or essential component of any system, or as critical technology of any system
3. Enter into, extend, or renew contracts with entities that use *covered telecommunications equipment or services* as a substantial or essential component of any system, or as critical technology as part of any system

Replacement Equipment and Services

FEMA grant funding may be permitted to procure replacement equipment and services impacted by this prohibition. Recipients and subrecipients should refer to applicable program guidance or contact the applicable program office to determine if replacement equipment or services is eligible under that program.

Definitions

Per section 889(f)(2)-(3) of the FY 2019 NDAA, covered telecommunications equipment or services means:

1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities)
2. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities)
3. Telecommunications or video surveillance services provided by such entities or using such equipment
4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

25. Certification of eligibility--Under the Iran Divestment Act

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

- A. That the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran
- B. That the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List
- C. That the undersigned is authorized by the Vendor to make this Certification

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address: <https://www.nctreasurer.com/office-state-treasurer/divestment-and-do-not-contract-rules>, and is updated every 180 days. For questions about the Department of State Treasurer's Iran Divestment Policy, please call (919) 814-3852.

26. Termination

The terms of this agreement, as modified with the consent of all parties, will remain in effect until February 28, 2023. Either party upon thirty days advance written notice to the other party may terminate this agreement. Upon approval by DHS, FEMA and the issuance of the Grant Adjustment Notice, if this MOA is extended, the termination date for the extension will be the date listed in the applicable DHS, FEMA Grant Adjustment Notice, incorporated by reference herein. If DHS suspends or terminates funding in accordance with 2 CFR 200 and the 2020 HSGP NOFO, incorporated by reference herein, the Subrecipient shall reimburse North Carolina Emergency Management for said property and/or expenses.

27. Scope of Work

Subrecipient shall implement the HSGP project summarized below and as described in the approved project application. That application is hereby incorporated by reference into this Agreement:

- A. Scope of Work Summary
 - i. Completed appropriate report forms with invoices and proof(s) of payment
 - ii. Audit findings and corrective action plans
 - iii. Equipment inventory records with photo documentation of labeling

B. Documentation to be provided throughout the Period of Performance of the grant:

- i. Quarterly project progress reports
- ii. Subrecipient involved legal action that pertains to Planning, Organization, Training, Exercise and Equipment purchased with HSGP
- iii. After-action report from exercise
- iv. Training course roster and description
- v. Any other documentation that would be pertinent
- vi. All legible and complete invoices and receipts detailing the expenses associated with the project.

Receipts must contain the following information:

- Name and address of the vendor or establishment providing the product or service.
- Vendor/Payee invoice number, account number, and any other unique meaningful identifying number
- Date the product or service was provided.
- Itemized description of all products or services.
- Unit price of products or services (if applicable).
- Total amount charged.

- vii. Proof of payment of expenses associated with the project

28. Lobbying Prohibition

The Subrecipient certifies, to the best of its knowledge and belief, that:

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

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

29. Assurance of Compliance with Title VI of the Civil Rights Act of 1964 - procurement

During the performance of this contract, the subrecipient, for itself, its assignees and successors in interest (hereinafter referred to as the "subrecipient") agrees as follows:

- A. Compliance with Regulations: The subrecipient shall comply with the Regulations relative to nondiscrimination in Federally-Assisted Programs of the 2 CFR. 200 and North Carolina regulation as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- B. Nondiscrimination: The subrecipient, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, sex, or national origin in the selection and retention of subrecipients, including procurements of materials and leases of equipment. The subrecipient shall not participate either directly or indirectly

in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

- C. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the subrecipient for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subrecipient or supplier shall be notified by the subrecipient of the subrecipients obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.
- D. **Information and Reports:** The subrecipient shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Research and Special Programs Administration (RSPA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a subrecipient is in the exclusive possession of another who fails or refuses to furnish this information the subrecipient shall so certify to the Recipient or the Research and Special Programs Administration as appropriate, and shall set forth what efforts it has made to obtain such information.
- E. **Sanctions for Noncompliance:** In the event of the subrecipients noncompliance with nondiscrimination provisions of this contract, the Recipient shall impose contract sanctions as it or the Research and Special Programs Administration may determine to be appropriate, including, but not limited to:
 - i. Withholding of payments to the subrecipient under the contract until the subrecipient complies.
 - ii. Cancellation, termination, or suspension of the contract, in whole or in part.
- F. **Incorporation of Provisions:** The subrecipient shall include the provisions of every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contract shall take such action with respect to any subcontract or procurements as the Recipient or the Research and Special Programs Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provide, however, that in the event a subrecipient becomes involved in, or is threatened with, litigation with a subcontract or supplier as a result of such direction, the subrecipient may request the Recipient to enter into such litigation to protect the of the Recipient and, in addition the subrecipient may request the United States to enter such litigation to protect the interests of the United States.

30. Assurance of Compliance with Title VI of the Civil Rights Act of 1964 - regulations

Subrecipient hereby agrees that as a condition to receiving any Federal financial assistance from the DHS it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the Act) and all requirements imposed by or pursuant to 2 CFR Sub Part F , Nondiscrimination in Federally-Assisted Programs of the DHS - Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise discrimination under any program or activity for which the Subrecipient receives Federal financial assistance from the DHS, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations. More specifically and without limiting the above general assurance, the Subrecipient hereby gives the following specific assurance with respect to the project:

- A. Agrees that each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to ("facility")) operated in compliance with all requirements imposed by, or pursuant to, the Regulations.
- B. Insert the following notification in all solicitations for bids for work or material subject to the Regulations and, in adapted form in all proposals for negotiated agreements:

In accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and 2 CFR Sub Part F issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in regard to any contract entered into pursuant to this advertisement, minority, business enterprises will be afforded

full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for an award.

- C. Insert the clauses of this agreement in every contract subject to the Act and the Regulations.
- D. This assurance obligates the Recipient for the period during which Federal financial assistance is extended to the project.
- E. Provide for such methods of administration for the program as are found by the Secretary of DHS or the official to whom he delegates specific authority to give reasonable guarantee that is, other recipients, subrecipients, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.
- F. Agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, and Regulations, and this assurance.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Recipient by the DHS and is binding on it, other recipients, subrecipients, contractors, subcontractors, transferees, successors in interest and other participants in the DHS Program. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the recipients.

31. Assurance of Compliance with Title VI of the Civil Rights Act of 1964 – deeds, licenses, permits, leases

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by Subrecipient executed in expending these grant funds:

- A. The [Subrecipient, licensee, lessee, permittee, etc., as appropriate] for itself, herself/himself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this [deed, license, lease, permit, etc.] for a purpose for which a DHS program or activity is extended or for another purpose involving the provision of similar services or benefits, the Subrecipient [licensee, lessee, permittee, etc.] shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 2 CFR Sub Part F and as said Regulations may be amended.
- B. That in the event of breach of the above nondiscrimination covenants, Subrecipient shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [licenses, lease, permit, etc.] had never been made or issued.
- C. That in the event of breach of any of the above nondiscrimination covenants, Subrecipient shall have the right to re-enter said lands and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of Subrecipient and its assigns.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by Subrecipient:

- A. The [Subrecipient, licensee, lessee, permittee, etc., as appropriate] for herself/himself, his/her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in case of deeds, and leases add "as a covenant running with the land"] that (1) no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing services thereon, no person on the grounds of race, color, sex, or national origin shall be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination, and (3) that the [Subrecipient, licensee, lessee, permittee, etc.] shall use the premises in compliance with all other

requirements imposed by or pursuant 2 CFR Sub Part F Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

- B. That in the event of breach of any of the above nondiscrimination covenants, Subrecipient shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued.
 - C. That in the event of breach of any of the above nondiscrimination covenants, Subrecipient shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of Subrecipient and its assigns.
- * Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

32. Assurance of Compliance with Privacy Act

The Subrecipient agrees:

- A. To comply with the provisions of the Privacy Act of 1974, 5 U.S.C. §552A and regulations adopted there under, when performance under the program involves the design, development, or operation of any system or records on individuals to be operated by the Subrecipient, its third-party subrecipients, contractors, or their employees to accomplish a DHS function.
- B. To notify DHS when the Subrecipient or any of its third-party contractors, subcontractors, subrecipients, or their employees anticipate a system of records on behalf of DHS in order to implement the program, if such system contains information about individuals name or other identifier assigned to the individual. A system of records subject to the Act may not be used in the performance of this Agreement until the necessary and applicable approval and publication requirements have been met.
- C. To include in every solicitation and in every third-party contract, sub-grant, and when the performance of work, under that proposed third-party contract, sub-grant, or sub-agreement may involve the design, development, or operation of a system of records on individuals to be operated under that third-party contract, sub grant, or to accomplish a DHS function, a Privacy Act notification informing the third party contractor, or subrecipient, that it will be required to design, develop, or operate a system of records on individuals to accomplish a DHS function subject to the Privacy Act of 1974, 5 U.S.C. §552a, and applicable DHS regulations, and that a violation of the Act may involve the imposition of criminal penalties; and
- D. To include the text of Sections 30 part A through C in all third party contracts, and sub grants under which work for this Agreement is performed or which is award pursuant to this Agreement or which may involve the design, development, or operation of a system of records on behalf of the DHS.

33. Certification Regarding Drug-Free Workplace Requirements (Subrecipients Other Than Individuals)

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 44 CFR Part 17, Sub Part F. The regulations, published in the January 31, 1989 Federal Register, require certification by sub- Recipient, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of the act upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension of debarment, (See 2 CFR Part 200).

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- B. Establish a drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace
 - ii. The Subrecipient's policy of maintaining a drug-free workplace

- iii. Any available drug counseling, rehabilitation, and employee assistance programs
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace
- C. Require that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph A. .
- D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the grant, the employee will:
- i. Abide by the terms of the statement.
 - ii. 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) (ii), 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)(ii), with respect to any employee who is convicted:
- i. Taking appropriate personnel action against such an employee, up to and including termination.
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purpose by federal, state, 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).

34. Execution and Effective Date

This grant shall become effective upon return of this original Grant Award and MOA, properly executed on behalf of the Subrecipient, to North Carolina Emergency Management and will become binding upon execution of all parties to the Agreement. The terms of this Agreement will become effective September 1, 2020. The last signature shall be that of Erik A. Hooks, Secretary for the North Carolina Department of Public Safety.

35. Term of this Agreement

This agreement shall be in effect from September 1, 2020 to February 28, 2023.

IN WITNESS WHEREOF, the parties have each executed this Agreement and the parties agree that this Agreement will be effective as of September 1, 2020.

N.C. DEPARTMENT OF PUBLIC SAFETY
DIVISION OF EMERGENCY MANAGEMENT
1636 GOLD STAR DR
RALEIGH, NC 27607

MACON COUNTY
104 EAST MAIN ST
FRANKLIN, NC 28734-3045

DocuSigned by:
Mike Sprayberry
BY: _____
MICHAEL A. SPRAYBERRY, EXECUTIVE DIRECTOR
& DEPUTY HOMELAND SECURITY ADVISOR
NC EMERGENCY MANAGEMENT/
NC OFFICE OF RECOVERY & RESILIENCY

DocuSigned by:
Derek Roland
BY: _____
844F6DEC0E19443...

APPROVED AS TO PROCEDURES:

DocuSigned by:
Tara Williams-Brown
BY: _____
TARA WILLIAMS-BROWN, CONTROLLER
DEPARTMENT OF PUBLIC SAFETY

BY: _____

DocuSigned by:
William Polk
BY: _____
WILLIAM POLK, DEPUTY GENERAL COUNSEL
REVIEWED FOR THE DEPARTMENT OF
PUBLIC SAFETY, BY WILLIAM POLK,
DPS DEPUTY GENERAL COUNSEL, TO FULFILL THE
PURPOSES OF THE US DEPARTMENT OF
HOMELAND SECURITY GRANT PROGRAMS

DocuSigned by:
Erik A. Hooks
BY: _____
ERIK A. HOOKS, SECRETARY
DEPARTMENT OF PUBLIC SAFETY

THIS MOA WAS PREVIOUSLY APPROVED AS TO FORM BY THE NORTH CAROLINA DEPARTMENT OF JUSTICE FOR THE FY 2020 HOMELAND SECURITY GRANT PROGRAM ONLY AND IS SUBJECT TO EXECUTION BY ERIK A. HOOKS, SECRETARY OF THE DEPARTMENT OF PUBLIC SAFETY. THIS MOU/MOA SHOULD NOT BE USED FOR OTHER MOUs/MOAs FOR THE HSGP FOR OTHER FISCAL YEARS.

STATE OF NORTH CAROLINA
COUNTY OF MACON

RELEASE OF PERFORMANCE BOND

This Release of Performance Bond (the “Release”) is hereby presented by the Macon County Board of County Commissioner Chairman and Macon County Manager to Morris Broadband, LLC (the “Principal) and International Fidelity Insurance Company (the “Surety Company”) as of this ____ day of April, 2021.

WHEREAS, Principal and Surety Company have posted a Performance Bond for the granting of the cable franchise for the County of Macon.

WHEREAS, the County of Macon acknowledges that as the cable franchise has been governed by state law since 2006, a performance bond is no longer required.

NOW THEREFORE, the Performance Bond issued by Morris Broadband, LLC and International Fidelity Insurance Company in favor of the County of Macon, in the amount of \$50,000.00, and bearing Bond No. 0512035 for the above indicated cable franchise, is hereby released.

COUNTY OF MACON:

James Tate, Chairman,
Macon County Board of County Commissioners

Derek Roland, Macon County Manager
and Clerk to the Board

(Official Seal)

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

CATEGORY – CONSENT AGENDA

MEETING DATE: April 13, 2021

Item 12A. Minutes from the February 9, 2021 regular meeting are attached for your review and approval. The minutes from the February 26 special meeting are nearly complete and will be forwarded to you in a separate email. (Mike Decker)

Item 12B. Budget Amendments #225-232 are attached for your review and approval. (Lori Carpenter)

Item 12C. Approval of tax releases in the amount of \$1,990.24 for the month of March 2021. (Teresa McDowell)

Item 12D. Approval of COVID-19 vaccine administration billing updates and fees for the Macon County Health Department. The Macon County Board of Health has voted to approve this item, a copy of which is attached. (Carrie Pazcoguin, Finance Section Administrator, Public Health)

12E. Approval of the annual application to the Public School Building Capital Fund/North Carolina Education Lottery in the amount of \$381,584.07. A copy of the form is attached and it will need to be signed by the chairman. (Lori Carpenter)

Item 12E. A copy of the ad valorem tax collection report, which shows an overall 95.56 percent collection rate as of March 31, 2021. No action is necessary. (Teresa McDowell)

MACON COUNTY BOARD OF COMMISSIONERS
FEBRUARY 9, 2021
MINUTES

Chairman Tate called the meeting to order at 6 p.m. Due to Gov. Roy Cooper's Executive Order limiting the number of people at a mass gathering to 10 due to COVID-19, physical participation at the meeting in the boardroom was limited. All Board Members, County Manager Derek Roland, Finance Director Lori Carpenter, Interim County Attorney Kim Carpenter and two members of the news media were present. Deputy Clerk Mike Decker watched the meeting via computer livestream.

ANNOUNCEMENTS: There were no announcements.

MOMENT OF SILENCE: Prior to observing a moment of silence, Commissioner Beale remarked on the passing of Rich Bankston, a long-time member of the county's Board of Equalization and Review.

PLEDGE TO THE FLAG: Led by Commissioner Higdon, the pledge to the flag was recited.

PUBLIC HEARING: Chairman Tate called the public hearing on the financing for Macon Middle School improvements and loan refinancings to order at 6:01 p.m. and recognized Lori Carpenter for comments. Lori Carpenter explained that the county was required to take public comment concerning a proposed financing contract, whereby, under a 20-year term, the county would borrow \$10.5-million to pay the capital costs of proposed improvements to Macon Middle School, as well as approximately \$11.3-million to refinance existing county loans. Following some brief questions from the board members, Chairman Tate pointed out that no one signed up to speak, and he closed the public hearing at 6:03 p.m. Lori Carpenter noted that action on an item in connection with the hearing was scheduled for later on in the agenda.

PUBLIC COMMENT PERIOD: **James Burch**, a part-time employee of the county, explained to the board that he worked at the county's recycling convenience centers, and had done so for 15 years now. He told the board he was "not trying to go above" Macon County Solid Waste Director Chris Stahl, but stated that he would like to have 30 work hours per week, which would move him to "permanent" part-time status, which in turn would allow him to earn a

retirement benefit. He also said he would like to “buy back” his service time, and added he would like to see the center workers get a “longevity raise” every two years. There was some discussion about Mr. Stahl’s plan to create lead workers at each of the centers, with Lori Carpenter noting that was approved in the current year budget. Commissioner Higdon said he had checked with the county’s Human Resources Department, and learned that Mr. Burch, as a part-time employee, had not paid into the state Local Government Employees Retirement System, and therefore, there is no time to “buy back.” The board members expressed their thanks to Mr. Burch for his service. **Dr. Tracy Bogan** told the board members that she “has a big problem in my neighborhood” where a horse, a small dog and a goat are “being abused.” She said that she contacted Macon County Animal Control and was told the animals cannot be removed without due process. Believing that the animals could die due to the existing conditions they are living in, Dr. Bogan proposed a number of amendments to the county’s animal control ordinance, and addressed some of them – including changes to several definitions – with the board. In closing, she told the board that the penalty for abuse and neglect should be that an individual can’t adopt another animal for 10 years, and she also wanted to have those wishing to adopt an animal be required to pass a test on the content of the county’s animal control ordinance. She offered her assistance on revising the ordinance.

ADDITIONS, ADJUSTMENTS TO AND APPROVAL OF THE AGENDA: Upon a motion by Commissioner Shields, seconded by Commissioner Young, the board voted unanimously to approve the agenda, as adjusted, as follows:

- To add a special presentation under Reports/Presentations at the request of Commissioner Beale.
- To add an additional item – consideration of a resolution regarding architectural services for expansion of the Macon County Transit facility – to Item 11C under New Business, per Mr. Roland.

PRESENTATION TO “NO WRONG DOOR”: Commissioner Beale recognized Sheila Jenkins, the executive director of No Wrong Door, and Dinah Mashburn, the chair of the No Wrong Door board of directors, and said the program was honored with one of 10 “Excellence in Innovation” awards from the Local Government Federal Credit Union (LGFCU) at the North Carolina Association of County Commissioners (NCACC) 2020 virtual conference. Commissioner Beale presented the award to Ms. Mashburn, and noted that she and Ms. Jenkins were instrumental in getting the program started and that it has become “a go-to place for many Maconians.” Ms. Jenkins thanked the board members for their support.

INFORMATION TECHNOLOGY STRATEGIC PLAN STUDY PROPOSAL: Macon County Economic Development Director Tommy Jenkins presented a proposal

for an information technology feasibility study for the county. A copy of the proposed scope of work is attached (Attachment 1) and is hereby made a part of these minutes. The purpose of the study is to evaluate and assess the feasibility for locating Internet Technology (IT) operations in the county, and Mr. Jenkins said the study would be performed by Tom Johnson with Sanford Holshouser Economic Development Consulting. Mr. Jenkins said the county has an “IT anchor” in Drake Software, adding that Drake would “love to see another IT company in town.” He said the five-step feasibility study would seek to determine if the county is a “viable candidate” for relocating such companies, and he noted that the cost is \$15,000. Following further discussion, and upon a motion by Commissioner Beale, seconded by Commissioner Shields, the board voted unanimously to fund the study, along with a budget amendment for \$15,000 with the money to come from the Economic Development Reserve Fund.

NIKWASI INITIATIVE UPDATE: Elaine Eisenbraun, the executive director of the Nikwasi Initiative, presented a PowerPoint presentation updating the board on the initiative, which serves to preserve, protect and promote the culture, heritage and history across the traditional homeland of Cherokee Indian society. During her presentation, she used a variation of the word Nikwasi, and her presentation was entitled “Stewarding Nokwisi.” Using aerial views of the location, she explained that plans for the area around the mound site in Franklin include a farm demonstration area, a Cherokee-themed restaurant and a learning center. She said Nokwisi was an agrarian community, and that the demonstration area would be planted with traditional Cherokee crops, and she provided a conceptual drawing of how the area could be developed. From an economic development standpoint, she said the concept looks to create cultural and culinary tourism, and that the creation of a cultural district falls in line with the Town of Franklin’s comprehensive plan. Ms. Eisenbraun provided some statistics on the potential impact of the project. Her presentation also included information proposing a potential economic impact of more than \$3-million annually. As this is a public/private partnership, she told the board she anticipates the town and the county to “engage at a high level” and would be asking the board to “pony up some money when the time comes.” She took questions from the board members, and Commissioner Beale said the Eastern Band of Cherokee Indians “will have to be a huge player in this.” Following further discussion, including questions about what is buried inside the mound, no action was taken. A copy of the handout from Ms. Eisenbraun entitled “Lifeways Health & Heritage Center at Nokwisi Mound” is attached (Attachment 2) and is hereby made a part of these minutes.

RESOLUTION PROVIDING FINAL APPROVAL OF FINANCING TERMS AND DOCUMENTS FOR MACON MIDDLE SCHOOL IMPROVEMENTS AND LOAN FINANCINGS: Lori Carpenter presented a resolution providing final approval of financing terms and documents for the planned improvements to Macon Middle

School (MMS) as well as a number of county loan refinancings. The resolution also approves the sale of limited obligation bonds and approves other documents associated with this project, and authorizes the chairman or county manager to execute those documents. Upon a motion by Commissioner Shields, seconded by Commissioner Beale, the board voted unanimously to approve the resolution, a copy of which is attached **(Attachment 3)** and is hereby made a part of these minutes.

CONSIDERATION OF AWARD FOR MACON MIDDLE SCHOOL RENOVATIONS: Lori Carpenter explained that on February 2, county officials opened sealed bids for the Macon Middle School (MMS) renovation project, and that four bids were received. A copy of the bid tabulation is attached **(Attachment 4)** and is hereby made a part of these minutes. She noted that the expectation was that an amount of approximately \$15.5-million would be needed to fund the project; however, once the bids were opened, the amount needed will be closer to \$10.5-million. Mr. Roland then explained that the four bids were very close, with New Atlantic submitting the lowest at \$8,178,000. Following further discussion, Lori Carpenter informed the board that the motion should read as follows: “to award the Macon Middle School Renovations contract to New Atlantic Contracting, Inc. in the amount of \$8,178,000 contingent upon Local Government Commission (LGC) approval and the successful closing of the financing.” She noted that the LGC approval is scheduled for March 2 with the closing of the financing set for March 25. Commissioner Shields made a motion to approve the statement as read by Lori Carpenter. Commissioner Young commented that the money could be better spent and likened the project to “putting a Band-Aid on it,” adding he would like to see long-term plans for school capital improvements. Commissioner Beale seconded the motion, and it was unanimously approved.

CONTRACT AGREEMENTS FOR MACON COUNTY TRANSIT: Macon County Transit Director Kim Angel requested board approval regarding two contract agreements. She explained that North Carolina Medicaid will be transitioning a portion of its beneficiaries to managed care on July 1, 2021. As part of that, transportation for those individuals moving over will then be managed by two private transportation broker companies under contract by the healthcare companies. She further explained that for Macon County Transit to be eligible to continue providing services for all of the county’s transportation-eligible Medicaid beneficiaries, the department must become part of the provider network managed by the two brokers – namely Modivcare Solutions, LCC and One Call – and becoming part of the network requires a contract agreement between the provider (Transit) and the individual brokers. Ms. Angel pointed out that this has been a very long process some 20 months in the making, and that she and Interim County Attorney Kim Carpenter had been working with the brokers until late in the previous week to finalize the contract language and

rates. She said the part that affects Transit is non-emergency medical transportation, and currently, Department of Social Services (DSS) staff calls Transit staff to arrange the transport, but after July 1 transportation will be managed by the brokers for beneficiaries that have transitioned to Medicaid Managed Care. She requested approval of the two contracts, and Commissioner Beale, following his comments on this process, made a motion to approve them as presented. The motion was seconded by Commissioner Shields, and it was unanimously approved. Unexecuted copies of the agreements with Modivcare Solutions, LLC and One Call are attached (Attachments 5 and 6, respectively) and are hereby made a part of these minutes.

RESOLUTION REGARDING MACON COUNTY TRANSIT PROJECT: Following an explanation by Mr. Roland and some discussion, upon a motion by Commissioner Beale, seconded by Commissioner Young, the board voted unanimously to approve a “Resolution Exempting Architectural Services for Macon County Transit Facility Expansion in Macon County, North Carolina from the Provisions of Article 3D of Chapter 143 of the North Carolina General Statutes.” The estimated professional architectural fee for the project is approximately \$19,000, per Mr. Roland, well below the \$50,000 threshold established by the statute. However, with this project, he advised the board that the action is contingent upon the county’s ability to use this provision, and if the answer is “no,” then county officials “will back up and punt and advertise,” he explained. A copy of the resolution is attached (Attachment 7) and is hereby made a part of these minutes.

CONSIDERATION OF NEW SOCIAL WORK SUPERVISOR POSITION: Department of Social Services (DSS) Director Patrick Betancourt requested that the board approve a new position for a Social Work Supervisor at DSS. He explained that he job is at Grade 35 on the county’s pay scale with a beginning annual salary of \$50,058. He further explained that the department needs a ratio of 1:5 for a supervisor to employees, and with the two current supervisors those ratios are 1:6 and 1:9, and the supervisor with the 1:9 ratio is “set to retire” and the department needs to plan for that fact. As this is a cost-allocated position, Mr. Betancourt said DSS will receive about 40 percent of the salary revenue from the state. He said the new hire will allow for the reorganization of the department’s social work staff, with the work being “increasingly complex” and direction from the state to have “more directed supervision.” He told the board that, if approved, he would like to open the position effective immediately, and use lapsed salary funds from this year to support it. He then talked about recent vacancies in this division of his department and noted there are not as many qualified candidates, as COVID-19 has “hurt.” Following further discussion, and upon a motion by Commissioner Beale, seconded by Commissioner Shields, the board voted unanimously to create the position as requested.

CONSIDERATION OF AUDIT CONTRACT WITH MARTIN-STARNES & ASSOCIATES: Following a brief explanation from Lori Carpenter, and upon a motion by Commissioner Higdon, seconded by Commissioner Shields, the board voted unanimously to approve the annual audit contract with Martin-Starnes & Associates of Hickory, NC. Lori Carpenter noted that the cost, \$67,800, was the same as the previous year. A copy of the "Contract to Audit Accounts" is attached (Attachment 8) and is hereby made a part of these minutes.

RENEWAL OF LEASE AGREEMENT WITH HUDSON LIBRARY: Mr. Roland and Kim Carpenter told the board that the renewal of a lease agreement between the county and the Hudson Library in Highlands was ready for consideration, and that all parties, including the Fontana Regional Library system, have had the opportunity to review it. Mr. Roland noted that the county's maintenance obligations are the same, and Commissioner Beale comments on planned renovations to the facility. Upon a motion by Commissioner Young, seconded by Commissioner Beale, the board voted unanimously to approve the lease agreement as presented, an unexecuted copy of which is attached (Attachment 9) and is hereby made a part of these minutes.

VOLUNTARY SHARED LEAVE PROGRAM POLICY AMENDMENT: Mr. Roland shared with the board a proposed amendment to the county's Voluntary Shared Leave Program policy. He noted that the purpose of the policy is to permit the voluntary sharing of vacation or sick leave among county employees for the benefit of employees who have or will soon exhaust all of their earned leave due to a serious or prolonged medical condition. Currently, an immediate family member working for the county may donate annual or sick leave to another immediate family member, while a non-family member may donate only annual leave to another employee. Mr. Roland said the proposal is to allow an employee to donate annual or sick leave to another employee, removing the "immediate family member" provision. After noting the liability and exposure to the county in making such a move, Mr. Roland told the board, "I think it's the right thing to do," as he said some county employees are currently dealing with "some unimaginable circumstances." Commissioner Higdon asked some questions about how the policy works, and Mr. Roland responded and noted that the policy "kind of polices itself," and that if the amendment creates a problem, "we can come back and address that." Commissioner Higdon raised the question of an overall "sick leave bank," and Mr. Roland and Lori Carpenter further explained the process, with Lori Carpenter pointing out that the policy helps active employees assist others in "getting a person from paycheck to paycheck." Commissioner Beale expressed his concerns over the county's former shared leave policy, which he said led to some employees being intimidated into providing leave time or made to feel guilty if they did not, but Mr. Roland noted that the current process is "very private." Following further discussion, and upon

a motion by Commissioner Young, seconded by Commissioner Higdon, the board voted unanimously to approve the policy amendment as presented.

MACON COUNTY COVID-19 EMERGENCY PAID SICK LEAVE: Mr. Roland reminded the board members that the Families First Coronavirus Relief Act (FFCRA) expired on December 31, 2020, and with it came an end to the federally-mandated Emergency Paid Sick Leave (EPSL) for county employees. Nonetheless, since then, Mr. Roland noted that there are county employees, particularly new ones, who are out due to COVID-19 and have little or no accrued sick leave to cover the absences. Meanwhile, there are some county employees who did not have to use the 80 hours of EPSL in 2020, but need that time now. He proposed that the county offer 80 hours of county-paid EPSL, accompanied by proper documentation, with a timeframe that is retroactive to January 1, 2021 and going through September 30, 2021. Mr. Roland described this as a “stopgap measure” and noted that all county employees would have 80 hours of EPSL available, regardless if they used any or all of the 80 hours under the FFCRA during 2020. Emergency Services Director Warren Cabe pointed out that the COVID-19 vaccine cannot currently be offered to everyone, and if you test positive, are symptomatic or have potentially been exposed, you cannot come to work. Mr. Cabe also suggested that after the nine-month period, employees would essentially be “on their own” and would have to use personal leave time to cover absences. This was followed by additional discussion regarding the details and implications of the program and involved Mr. Cabe, Lori Carpenter, Sheriff Robert Holland and the board members. Commissioner Beale made a motion to approve Mr. Roland’s request for county-paid EPSL as discussed, and Mr. Shields seconded the motion. During discussion, Chairman Tate pointed out that this puts him and some of the other board members in a “precarious position,” as he noted that he cannot offer this to the employees in his personal business, and knowing that, does he vote for the county to do it. Commissioner Young expressed similar concerns. Commissioner Beale stated that if someone at Beale Construction comes down with it, so be it, but when someone calls 911, “somebody’s got to go. That’s how I justify it.” Following additional comments from Sheriff Holland that outlined various scenarios where emergency personnel must respond, the board voted unanimously to approve the motion, with county staff to work out the details of administering the program.

CONSENT AGENDA: Upon a motion by Commissioner Higdon, seconded by Commissioner Shields, the board voted unanimously to approve the consent agenda as presented, which includes: (A) the December 15, 2020 special meeting and the January 12, 2021 regular meeting; (B) budget amendment #150 for Senior Services to allocate \$667 in additional funds for SHIPP revenue; #151 for the Sheriff’s Department to allocate \$7,394 from an insurance settlement for vehicle repairs; #152 for the Sheriff’s Department to allocate \$1,069 from an insurance settlement for vehicle repairs ; #153 for the Housing Department to

allocate \$2,271 in LIHEAP WAP COVID related revenue; #154 for the Housing Department to appropriate \$26,000 in additional Weatherization HARRP funds; #155 for the Housing Department to appropriate \$135,388 in additional funding for Weatherization DOE 2021; #156 for the Health Department to allocate \$5,000 for animal control donations from a grant from the Petco Foundation; #157 for the Health Department to allocate \$51,987 for new COVID-19 funding; #158 for the Health Department to allocate \$19,276 in new funding for COVID-18 vaccine activities and #159 for Emergency Management Services to allocate \$824 from an insurance settlement for vehicle repairs (copies of the amendments are attached); (C) tax releases for the month of January, 2021 in the amount of \$613.08; (D) an excise tax refund in the amount of \$9,000 to Freedom Lots, LLC; (E) additions to the Macon County Health Department fee plan regarding the cost of COVID-19 vaccine administration as approved by the Macon County Board of Health on January 26, 2021; and (F) received the monthly ad valorem tax collections report for the month of January, 2021, which shows an overall collection rate of 93.78 percent for the current fiscal year and for which no action was necessary.

APPOINTMENTS: Library Board: Per a recommendation from Macon County Librarian Karen Wallace, and upon a motion by Commissioner Beale, seconded by Commissioner Higdon, the board voted unanimously to reappoint Ed Trask to the Macon County Library Board of Trustees as a representative of the Nantahala Community. Term of appointment is for three years.

CLOSED SESSION: At 8:04 p.m., upon a motion by Commissioner Beale, seconded by Commissioner Young, the board voted unanimously to go into closed session for the purpose of preserving the attorney/client privilege under NCGS 143-318.11(a)(3). At 8:54 p.m., upon a motion by Commissioner Beale, seconded by Commissioner Higdon, the board voted unanimously to come out of closed session and return to open session. No action was taken.

ADJOURN: With no other business, at 8:55 p.m., upon a motion by Commissioner Higdon, seconded by Commissioner Young, the board voted unanimously to adjourn.

Derek Roland
Ex Officio Clerk to the Board

Jim Tate
Board Chairman

RELEASES REPORT
Macon County

NAME	BILL NUMBER	OPER	DATE/TIME	DISTRICT	VALUE	AMOUNT
1137 STEWART, KANSAS ESTATE	2014-60	LAS	12/31/9999 8:39:40 AM			
				G01 ADVL TAX	6,640.00	18.53
				A0 FFEFEE	6,640.00	5.00
				TOTAL RELEASES:		23.53
1137 STEWART, KANSAS ESTATE	2015-60	LAS	12/31/9999 8:40:37 AM			
				A0 FFEFEE	66,430.00	5.00
				G01 ADVL TAX	66,430.00	231.84
				TOTAL RELEASES:		236.84
1137 STEWART, KANSAS ESTATE	2016-60	LAS	12/31/9999 8:41:12 AM			
				G01 ADVL TAX	66,430.00	231.84
				A0 FFEFEE	66,430.00	5.00
				TOTAL RELEASES:		236.84
1137 STEWART, KANSAS ESTATE	2017-60	LAS	12/31/9999 8:41:51 AM			
				G01 ADVL TAX	66,430.00	231.84
				A0 FFEFEE	66,430.00	5.00
				TOTAL RELEASES:		236.84
1137 STEWART, KANSAS ESTATE	2018-60	LAS	12/31/9999 8:42:29 AM			
				G01 ADVL TAX	66,430.00	231.84
				A0 FFEFEE	66,430.00	5.00
				TOTAL RELEASES:		236.84
1137 STEWART, KANSAS ESTATE	2019-60	LAS	12/31/9999 8:43:07 AM			
				G01 ADVL TAX	66,430.00	231.84
				A0 FFEFEE	66,430.00	5.00
				TOTAL RELEASES:		236.84
1137 STEWART, KANSAS ESTATE	2020-60	LAS	12/31/9999 8:43:48 AM			
				A0 FFEFEE	6,640.00	5.00
				G01 ADVL TAX	6,640.00	24.88
				TOTAL RELEASES:		29.88
1137 STEWART, KANSAS ESTATE	2020-55231	ZAD	12/31/9999 8:46:41 AM			
				G01 ADVL TAX	6,640.00	24.88
				TOTAL RELEASES:		24.88
1137 STEWART, KANSAS ESTATE	2020-83793	ZAD	12/31/9999 8:47:58 AM			
				L01 FFEFEE	1,000.00	108.00
				F03 ADVL TAX	1,000.00	0.68
				G01 ADVL TAX	1,000.00	3.75
				TOTAL RELEASES:		112.43
1137 STEWART, KANSAS ESTATE	2020-83793	ZAD	12/31/9999 8:47:58 AM			
				G01 ADVL TAX	1,715.00	6.43
				F01 ADVL TAX	1,715.00	0.93
				L01 FFEFEE	1,715.00	108.00
				TOTAL RELEASES:		115.36

RELEASES REPORT
Macon County

NAME	BILL NUMBER	OPER	DATE/TIME	DISTRICT	VALUE	AMOUNT
129744 VCGEHEE, LINDA D	2020-52785	ZAD	12/31/9999 8:49:12 AM			
				G01 ADULTAX	7,917.00	29.66
				F04 ADULTAX	7,917.00	4.41
				TOTAL RELEASES:		34.07
126491 MOUNTAIN BROOK SUITES LLC	2020-203390	ZAD	12/31/9999 9:08:06 AM			
				F10 PEN FEE	2,723.00	0.08
				H01 ADULTAX	2,723.00	4.25
				G01 PEN FEE	2,723.00	1.02
				H01 PEN FEE	2,723.00	0.43
				G01 ADULTAX	2,723.00	10.21
				F10 ADULTAX	2,723.00	0.82
				TOTAL RELEASES:		16.81
110975 TRENTHAM, CHARLES RAY	2020-48333	ZAD	12/31/9999 2:06:32 PM			
				F02 ADULTAX	130,000.00	104.26
				G01 ADULTAX	130,000.00	487.11
				TOTAL RELEASES:		591.37
141295 BOBE, GUILLERMO DAVID	2020-53119	LAS	12/31/9999 2:20:28 PM			
				F10 ADULTAX	18,489.00	5.55
				G01 ADULTAX	18,489.00	69.28
				TOTAL RELEASES:		74.83
139504 SENEVA CAPITAL LLC	2020-203627	LAS	12/31/9999 2:21:15 PM			
				F10 ADULTAX	3,516.00	1.05
				G01 ADULTAX	3,516.00	13.17
				H01 ADULTAX	3,516.00	5.50
				TOTAL RELEASES:		19.72
NET RELEASES PRINTED:	1,990.24					
TOTAL TAXES RELEASED						1,990.24

The following excerpt is a summary of information provided by NCDHHS to NC Public Health Agencies as billing and coding reference for Covid-19 Vaccine administration.

Coding

"The American Medical Association (AMA) published an update to the Current Procedural Terminology (CPT®) code set that includes new vaccine-specific codes to report immunizations for the novel coronavirus (SARS-CoV-2, COVID-19).

This level of specificity offers the ability to track each vaccine dose, even when the vaccine product is not reported (e.g., when the vaccine may be given to the patient for free). These CPT codes report the actual work of administering the vaccine, in addition to all necessary counseling provided to patients or caregivers and updating the electronic record."

Pfizer-BioNTech Vaccine

91300: Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) (Coronavirus disease [COVID-19]) vaccine, mRNA-LNP, spike protein, preservative free, 30 mcg/0.3mL dosage, diluent reconstituted, for intramuscular use.

0001A: Immunization administration by intramuscular injection of severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) (Coronavirus disease [COVID-19]) vaccine, mRNA-LNP, spike protein, preservative free, 30 mcg/0.3mL dosage, diluent reconstituted; first dose.

0002A: Immunization administration by intramuscular injection of severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) (Coronavirus disease [COVID-19]) vaccine, mRNA-LNP, spike protein, preservative free, 30 mcg/0.3mL dosage, diluent reconstituted; second dose.

Moderna COVID-19 Vaccine

91301: Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) (Coronavirus disease [COVID-19]) vaccine, mRNA-LNP, spike protein, preservative free, 100 mcg/0.5mL dosage, for intramuscular use.

0011A: Immunization administration by intramuscular injection of severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) (Coronavirus disease [COVID-19]) vaccine, mRNA-LNP, spike protein, preservative free, 100 mcg/0.5mL dosage; first dose.

0012A: Immunization administration by intramuscular injection of severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) (Coronavirus disease [COVID-19]) vaccine, mRNA-LNP, spike protein, preservative free, 100 mcg/0.5mL dosage; second dose.

Janssen COVID-19 Vaccine

91303: Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) (coronavirus disease [COVID-19]) vaccine, DNA, spike protein, adenovirus type 26 (Ad26) vector, preservative free, 5x10¹⁰ viral particles/0.5mL dosage, for intramuscular use.

0031A: Immunization administration by intramuscular injection of severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) (coronavirus disease [COVID-19]) vaccine, DNA, spike protein, adenovirus type 26 (Ad26) vector, preservative free, 5x10¹⁰ viral particles/0.5mL dosage, single dose.

Macon County Public Health's Fee Plan needs to be updated according to the information provided by NCDHHS as follows:

CPT	Fee (Updated)	Name/Description
913000	\$0.00	Pfizer-BioNTech Vaccine: Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) (Coronavirus disease [COVID-19]) vaccine, mRNA-LNP, spike protein, preservative free, 30 mcg/0.3mL dosage, diluent reconstituted, for intramuscular use.
0001A	\$ 27.00	Pfizer: Immunization administration by intramuscular injection of severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) (Coronavirus disease [COVID-19]) vaccine, mRNA-LNP, spike protein, preservative free, 30 mcg/0.3mL dosage, diluent reconstituted; first dose.
0002A	\$ 39.00	Pfizer: Immunization administration by intramuscular injection of severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) (Coronavirus disease [COVID-19]) vaccine, mRNA-LNP, spike protein, preservative free, 30 mcg/0.3mL dosage, diluent reconstituted; second dose.
91301	\$0.00	Moderna COVID-19 Vaccine: Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) (Coronavirus disease [COVID-19]) vaccine, mRNA-LNP, spike protein, preservative free, 100 mcg/0.5mL dosage, for intramuscular use.
0011A	\$ 27.00	Moderna: Immunization administration by intramuscular injection of severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) (Coronavirus disease [COVID-19]) vaccine, mRNA-LNP, spike protein, preservative free, 100 mcg/0.5mL dosage; first dose.
0012A	\$ 39.00	Moderna: Immunization administration by intramuscular injection of severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) (Coronavirus disease [COVID-19]) vaccine, mRNA-LNP, spike protein, preservative free, 100 mcg/0.5mL dosage; second dose.
91303	\$0.00	Janssen COVID-19 Vaccine (Johnson and Johnson): Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) (coronavirus disease [COVID-19]) vaccine, DNA, spike protein, adenovirus type 26 (Ad26) vector, preservative free, 5x10 ¹⁰ viral particles/0.5mL dosage, for intramuscular use.
0031A	\$ 39.00	Janssen (Johnson and Johnson): Immunization administration by intramuscular injection of severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) (coronavirus disease [COVID-19]) vaccine, DNA, spike protein, adenovirus type 26 (Ad26) vector, preservative free, 5x10 ¹⁰ viral particles/0.5mL dosage, single dose.

**These fees need to be retroactive as of 12/31/2020.

**APPLICATION
PUBLIC SCHOOL BUILDING CAPITAL FUND
NORTH CAROLINA EDUCATION LOTTERY**

Approved: _____

Date: _____

County: MACON

Contact Person: LORI M. CARPENTER

LEA: 560

Title: FINANCE DIRECTOR

Address: 5 W MAIN ST, FRANKLIN, NC 28734

Phone: 828-349-2027

Project Title: 2020-2021 DEBT SERVICE

Location: VARIOUS

Type of Facility: SCHOOL FACILITY

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:

- (3) No county shall have to provide matching funds...
- (4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.
- (5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. ***Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.***

Short description of Construction Project: _____

Estimated Costs:

Purchase of Land _____	\$ _____	
Planning and Design Services _____	_____	
New Construction _____	_____	
Additions / Renovations _____	_____	
Repair _____	_____	
Debt Payment / Bond Payment _____		381,584.07
TOTAL _____	\$ _____	381,584.07

Estimated Project Beginning Date: _____ Est. Project Completion Date: _____

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ 381,584.07 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

(Signature — Chair, County Commissioners)

(Date)

(Signature — Chair, Board of Education)

(Date)

RUN DATE: 4/1/2021 12:45 PM

COLLECTIONS MONTHLY TOTALS REPORT
 Macon County - Year To Date March 2021 Tax Year 2020

Macon County
Advalorem Tax Collections Report
Year To Date March 2021 Tax Year 2020

TAX YEAR 2020 Month To Date March 2021 Tax Year 2020

Month to Date	Beginning Balance	Levy Added	Less Releases	Less Administrative Refunds	Less Write Offs	Equals Adjusted Levy	Less Payments	Outstanding Balance
General Tax	1,246,764.46	1,732.23	-76.37	0.00	-19.91	1,248,400.41	-521,978.86	726,421.55
Fire Districts	190,494.38	312.08	-9.88	0.00	-3.89	190,792.69	-78,820.16	111,972.53
Landfill User Fee	203,150.54	0.00	-216.00	0.00	-6.47	202,928.07	-73,215.43	129,712.64
TOTAL:	1,640,409.38	2,044.31	-302.25	0.00	-30.27	1,642,121.17	-674,014.45	968,106.72

TAX YEAR 2020 Year To Date March 2021 Tax Year 2020

Year to Date	Beginning Balance	Levy Added	Less Releases	Less Administrative Refunds	Less Write Offs	Equals Adjusted Levy	Less Payments	Outstanding Balance	This Year Collection Percentage Tax Year 2020 As of 3/31/2021	Last Year Collection Percentage Tax Year 2019 As of 3/31/2020
General Tax	0.00	29,251,347.10	-15,178.65	0.00	-1178.29	29,234,990.16	-28,015,661.51	1,219,328.65	95.83%	96.37
Fire Districts	0.00	4,032,613.94	-2,037.21	0.00	-178.39	4,030,398.34	-3,843,265.64	187,132.80	95.36%	96.04
Landfill User Fee	0.00	2,920,631.00	-2,700.00	0.00	-14.17	2,917,916.83	-2,717,717.83	200,199.00	93.14%	94.02
TOTAL:	0.00	36,204,592.04	-19,915.86	0.00	-1370.85	36,183,305.33	-34,576,644.88	1,606,660.45	95.56%	96.17

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

CATEGORY – APPOINTMENTS

MEETING DATE: March 9, 2021

13A. **Economic Development Commission (EDC):** Per Economic Development Director Tommy Jenkins, the Franklin Town Council has voted to appoint Mike Lewis to replace Barbara McRae as the town's representative on the EDC.