



**CARTERET COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
SUPERIOR COURTROOM
JUNE 1, 2020
6:00 P.M.**

- | | | |
|------|---|-------------|
| I. | Meeting Called to Order/Pledge of Allegiance/Invocation | Chairman |
| II. | Conflict of Interest/Cell Phone Statement | Chairman |
| III. | Adoption of Agenda | Board |
| IV. | Consent Agenda | Board |
| | 1. Approval to Reclassify an Accounting Assistant Position in Social Services to an Income Maintenance Caseworker III | |
| | 2. Approval of the Annual Software & Support Maintenance Renewal for the Avenu Finance & Tax Enterprise Software and Authority for the County Manager to Execute the Contract | |
| | 3. Approval of Acceptance of CARES Act Grant Funding to Assist Public Transportation with Loss of Revenue Due to COVID-19 | |
| | 4. Approval of Memorandum of Understanding with Sampson County for Continuity of Emergency Communications in Case of System Becoming Temporarily Disabled | |
| | 5. Approval of County Funding Plan for the Juvenile Crime Prevention Council Community Programs | |
| | 6. Approval of Carteret County Public Library Bylaws | |
| | 7. Approval of Workers Compensation, Property and Liability Insurance | |
| | 8. Approval of the Memorandum of Understanding ("MOU") for Operation of the Newport Library | |
| | 9. Approval of Extension of Memorandum of Agreement ("MOA") in Support of the Dix Crisis Intervention Center in Jacksonville, NC | |
| V. | Public Hearing: Establishing a South River/Merrimon EMS District Special Tax | Stephen Rea |
| | • Adoption of Resolution Establishing the District | |
| VI. | Public Hearing to Receive Public Comment on the Fiscal Year 2020-2021 County Government Budget | |

- | | | |
|-------|--|------------------------------------|
| VII. | Introduction of Carteret Community College's New President, Dr. Tracy Mancini | Mike Curtis &
Dr. Tracy Mancini |
| VIII. | Presentation of Carteret County Public Schools' 2020-21 Budget Request | Richie Paylor |
| IX. | Continued Budget Discussion | Tommy Burns &
Dee Meshaw |
| X. | Approval of Resolution in Support of Directing the County Board of Elections to Place a Question on the November 2020 Ballot in Support of a Quarter-Cent County Sales & Use Tax and Outlining the Uses of the Potential Revenue | Board |
| XI. | Commissioners' Comments | |
| XII. | Adjournment | |

**CARTERET COUNTY
Board of Commissioners**



Agenda Item
I.

Meeting Date:
1-Jun-20

Presenter:
Chairman Smith

ITEM TO BE CONSIDERED

Title: Meeting Called to Order/Pledge of Allegiance/Invocation

Brief Summary:

Pastor John Carswell of Parkview Baptist Church in Morehead City will provide the invocation

If the Board of Commissioners approves of the agenda item as presented, the following motion(s) is (are) suggested:

BACKGROUND

Originating Department

Attachments:

Staff Contact:

- 1 _____
- 2 _____
- 3 _____
- 4 _____
- 5 _____

REVIEWED BY

County Manager _____
Clerk to the Board _____

County Attorney _____
ACM/Finance Director _____

**CARTERET COUNTY
Board of Commissioners**



Agenda Item
II.

Meeting Date:
1-Jun-20

Presenter:
Chairman Smith

ITEM TO BE CONSIDERED

Title: Conflict of Interest Statement

Brief Summary:

The Chairman will call for any conflicts of interest, based on the following statement:

"In accordance with the State Government Ethics Act, it is the duty of every Board member to avoid both conflicts of interest and appearances of conflict. Does any Board member have any known conflict of interest or appearance of conflict with respect to any matter coming before the Board this evening? If so, please identify the conflict and refrain from any undue participation in the particular matter involved."

The Chairman will also remind everyone to turn off their cell phones.

If the Board of Commissioners approves of the agenda item as presented, the following motion(s) is (are) suggested:

If Commissioners have a conflict of interest with any agenda items, they will make it known at this time. If so, The Board will need to vote to allow a Commissioner to recuse himself from voting on a particular matter.

BACKGROUND

Originating Department

- Attachments:**
- 1 _____
 - 2 _____
 - 3 _____
 - 4 _____
 - 5 _____

Staff Contact:

REVIEWED BY

County Manager _____
Clerk to the Board _____

County Attorney _____
ACM/Finance Director _____

**CARTERET COUNTY
Board of Commissioners**



Agenda Item
III.

Meeting Date:
1-Jun-20

Presenter:
Chairman Smith

ITEM TO BE CONSIDERED

Title: Adoption of the Agenda

Brief Summary:

The Chairman will call for a motion to adopt the agenda as presented (or amended).

If the Board of Commissioners approves of the agenda item as presented, the following motion(s) is (are) suggested:

Motion to adopt the agenda as presented (or amended).

BACKGROUND

Originating Department

Attachments:

- 1 _____
- 2 _____
- 3 _____
- 4 _____
- 5 _____

Staff Contact:

REVIEWED BY

County Manager _____
Clerk to the Board _____

County Attorney _____
ACM/Finance Director _____

CARTERET COUNTY
Board of Commissioners



Agenda Item
IV.

Meeting Date:
1-Jun-20

Presenter:
Chairman Smith

ITEM TO BE CONSIDERED

Title: Consent Agenda

Brief Summary:
See attached consent agenda items.

If the Board of Commissioners approves of the agenda item as presented, the following motion(s) is (are) suggested:
Motion to approve the consent agenda as presented (or amended).

BACKGROUND

Originating Department County Manager's Office	Attachments: 1 Various Consent Agenda Items
	2 _____
	3 _____
Staff Contact: Tommy Burns/Rachel Hammer	4 _____
	5 _____

REVIEWED BY

County Manager	_____ X	County Attorney	_____
Clerk to the Board	_____ X	ACM/Finance Director	_____ X

IV. Consent Agenda

- 1. Approval to Reclassify an Accounting Assistant Position in Social Services to an Income Maintenance Caseworker III**

CARTERET COUNTY DEPARTMENT OF HUMAN SERVICES

Cindy P. Holman
 Consolidated Human Services Director
 cindy.holman@carteretcountync.gov



Clinton W. Lewis
 DSS Director
 Consolidated Human Services Deputy Director
 clint.lewis@carteretcountync.gov

Stephanie M. Cannon, MPA
 Health Director
 Consolidated Human Services Deputy Director
 stephanie.cannon@carteretcountync.gov

TO: Carteret County Board of Commissioners
 FROM: Cindy Holman, Consolidated Human Services Director
 SUBJECT: Reclassification of Position
 DATE: June 1, 2020

The Carteret County Department of Social Services is requesting your permission to reclassify one existing position (which is currently vacant) from an Accounting Assistant to an Income Maintenance Caseworker III (Lead Worker). While the reclassification increases the “grade” of the position 2 levels and the base pay would result in a fiscal change of approximately 11%, the actual cost of the position in county dollars is reduced because of the rate of reimbursement. The Accounting Assistant is reimbursed at approximately 50%, but the IMC III Lead Worker would be reimbursed at the 75% Medicaid rate.

Please see below:

Current Position	Salary	Reimbursement %	Reimbursement to County	Cost to County
Accounting Assistant	\$31,266.09	50%	\$15,633.05	\$15,633.05

Proposed Position	Salary	Reimbursement %	Reimbursement to County	Cost to County
IMC III—Lead Worker	\$35,130.58	75%	\$26,347.93	\$8,782.65

County cost would be reduced by \$6,850.40 and this reclassification would support our efforts to use existing resources in the most efficient, effective, and meaningful way to accomplish the work of the department.



Department of Social Services — 210 Craven Street • PO Box 779 • Beaufort, NC 28516
 Tel (252) 728-3181 / Main Fax (252) 648-7462 / Legal Unit Fax (252) 648-7463

Public Health Department — 3820-A Bridges Street • Morehead City, NC 28557
 Tel (252) 728-8550 / Fax (252) 222-7739



IV. Consent Agenda

2. Approval of the Annual Software & Support Maintenance Renewal for the Avenu Finance & Tax Enterprise Software and Authority for the County Manager to Execute the Contract

INFORMATION TECHNOLOGY

Ray Hall, CGCIO
IT Director
Information Technology



252-728-8506
ray.hall@carteretcountync.gov
<http://www.carteretcountync.gov>

To: Board of Commissioners
From: Ray Hall, IT Director
Date: June 1, 2020
Subject: Avenu Finance & Tax Software Maintenance Renewal

Attached for your approval is an annual software and support maintenance renewal for the Avenu Finance and Tax enterprise software that runs on the County's IBM AS/400 mid-frame system. This covers all support, updates, patches, repairs, and technical support for the primary Finance and Tax software which is also used by all departments for annual budgeting, procurement, and expenses. The monthly expense is \$10,450.56 and covers Fiscal Year 2020; 07/01/2020 – 06/30/2021.



SOFTWARE SUPPORT AGREEMENT (SSA)

This Support Agreement is made by and between **Avenu Enterprise Solutions, LLC** with principal offices at 5860 Trinity Parkway, Suite 120, Centreville, VA 20120, (hereinafter referred to as "AVENU") and LICENSEE listed below:

**Carteret County
302 Courthouse Square
Beaufort, NC 28516**

LICENSEE hereby orders and Avenu hereby agrees to provide Customer Support on the following Licensed Avenu Software Products, and Third Party Products incorporated into the Avenu Products, for the following Support Fees:

Avenu Tax/CAMA	\$ 7,326.25 per month
New Vision Accounts Receivable	\$ 209.73 per month
New Vision Accounts Payable	\$ 98.05 per month
New Vision Cash Receipts	\$ 209.73 per month
New Vision Capital Assets	\$ 266.91 per month
New Vision Government Financial System	\$ 558.33 per month
New Vision Human Resources	\$ 196.10 per month
New Vision Inventory	\$ 98.05 per month
New Vision Purchase Orders	\$ 98.05 per month
New Vision Utility Billing	\$ 680.88 per month
New Vision Requisitions	\$ 98.05 per month
New Vision Paymate	\$ 607.35 per month
TOTAL Support Fee	\$ 10,450.56 per month

- **Plus applicable Sales Tax**
- **Support Fees to be billed monthly in advance**

Customer Support will be provided as described in the Avenu Software Support Agreement Terms and Conditions, for the Support Fees listed above during the following Coverage Period:

***Coverage Period: 07/01/2020 – 06/30/2021**

*** The fees listed for this Agreement are for the stated Coverage Period. This Agreement will be automatically renewed annually for a subsequent twelve (12) month coverage period, subject to less than OR not-to-exceed annual increase of 5%, unless either party notifies the other in writing of its intent not to extend this Agreement OR the parties agree on other terms (addended to this Agreement) for renewal and annual increases.**

CUSTOMER ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, THE TERMS AND CONDITIONS OF WHICH ARE SET FORTH IN THE AVENU SOFTWARE SUPPORT AGREEMENT TERMS AND CONDITIONS, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, THE CUSTOMER AGREES THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES WHICH SUPERSEDES ALL PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.



SOFTWARE SUPPORT AGREEMENT (SSA)

Accepted by:

Avenu Enterprise Solutions, LLC

Carteret County, North Carolina

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Avenu Software Support Agreement (SSA) Terms and Conditions

CERTAIN DEFINITIONS

- A. "**Licensed Software**" means the unmodified (except by enhancement and error correction releases provided by AVENU under the terms of this Agreement) base version of the computer programs developed by AVENU, or a predecessor company.
- B. "**Error Correction**" means a change to the Licensed Software required to allow the License Software to function as stated in the applicable user documentation.
- C. "**User Documentation**" means the operating instructions developed by AVENU and applicable to the Licensed Software.
- D. "**Enhancement**" means changes to the Licensed Software which increase the functionality or improve usability of the Licensed Software.
- E. "**Release**" means a version of the Licensed Software which represents changes from the previous releases, and which constitute the currently marketed version of the Licensed Software.
- F. "**Software System**" means the family of products offered by AVENU.
- G. "**Product**" means the AVENU licensed software or software system(s), covered by this SSA.

TERMS and CONDITIONS

- 1. These Terms and Conditions apply to all AVENU Application Software purchased by the customer and properly licensed. This SSA will remain in effect until the Customer's SSA expiration date and will then be automatically extended for a period of 12 months at the then current AVENU SSA rate (which may incur an annual operating increase of not more than 5%), unless: (i) either party notifies the other in writing of its intent not to extend this Agreement at least ninety (90) days prior to the Support Expiration Date, or, (ii) the Agreement has otherwise expired or terminated under the terms of this Agreement.
- 2. AVENU will provide Support as described below during the hours of 8:00 a.m. and 5:00 p.m., Central Time, Monday through Friday (holidays excluded).
- 3. For LICENSEES, AVENU will, upon payment of the then current Support Fees:
 - a) make available, at AVENU'S option and on AVENU'S schedule, error correction and standard enhancement releases to the object code and/or user documentation of the product so as to bring installed applications to a level equivalent with that of the currently marketed base version of the base-line product(s) (not including LICENSEE customer code integration to the base-line product(s) IF present);
 - b) provide access to and use of the AVENU Support line service to:
 - 1) clarify installation and operating instructions contained in the user documentation delivered with the product, and
 - 2) assist in the identification of solutions to operating problems being experienced by the LICENSEE with the product. Support line service is provided at no additional charge to LICENSEE.
 - c) provide problem determination, investigation, and program error correction for verified program errors on the then current release of the Licensed Software, at no additional charge to LICENSEE. Program error correction on previous releases will be performed at 75% of the then current hourly billing rate.



- d) provide data repairs for LICENSEE files and records on a "best efforts" basis for data problems CAUSED BY the AVENU Licensed Software at no additional charge to LICENSEE, and
 - e) provide data repairs for LICENSEE files and records on a "best efforts" basis for data problems NOT CAUSED BY the AVENU Licensed Software at the discounted rate of 75% of AVENU's then current hourly billing rate. AVENU includes in the category "data problems NOT CAUSED BY the AVENU Licensed Software" any data corruption or integrity problems caused by, but not limited to the following:
 - 1) equipment malfunction or failure
 - 2) failure of LICENSEE to follow procedures and/or instructions contained in the documentation provided by AVENU
 - 3) failure by LICENSEE to follow procedures and/or instructions contained in documentation provided by applicable hardware vendors or failure to follow accepted operating practices (for example, failing to routinely prepare backup data files, powering off or interrupting equipment while programs are executing, etc.)
 - 4) use of programs, including program modifications, other than those provided by AVENU with the Licensed Software.
 - f) Offer remote dial in to client systems to facilitate problem resolution (iSeries Pass-thru and web-based connection) as required.
4. AVENU will take due care in responding to each request for Support Services to assure that LICENSEE is making proper use of the Licensed Software, and that the Licensed Software is operating properly. AVENU will use its best efforts to correct any identified program errors but does not guarantee results or warrant that all errors will be corrected.
5. AVENU expressly excludes the following services from the Support Services to be provided under this Agreement:
1. System configuration and implementation
 2. Operator training
 3. On-Site training and customer assistance visits
 4. Training classes – unless invited by AVENU to a free training session either at an AVENU site, at a local site, or via a Web Interactive Training session.
 5. Licensed Software modifications and/or enhancements other than those supplied as a part of the periodic error correction and updates
 6. Support of any Licensed Software product other than the one(s) indicated on the signed SSA face page corresponding to this agreement
 7. Operating system support
 8. Hardware repair or support, whether the hardware was sold by AVENU or by any other vendor
 9. AVENU will not release any base product error corrections or enhancements, if the Customer is not licensed for the AVENU Software.
6. Payment, in full, of the appropriate Support Fees must be received by AVENU within 30 days after receipt of AVENU invoice for these services. An invoice for the applicable Support Fees will be submitted by AVENU to LICENSEE approximately 30 days prior to the termination date, unless either party has notified the other in writing of its intent not to extend this Agreement pursuant to Section 1 of this Agreement. In the case of newly licensed software, the SSA begins and is billable upon receipt of the Licensed Software and the applicable SSA payment will be prorated so it renews on the same and common expiration date as do all other AVENU SSAs for that LICENSEE.



7. All charges for shipments and mailings to AVENU are the responsibility of the LICENSEE. All returns and mailings to the LICENSEE by AVENU are via regular U.S. Mail, or similar service as selected by AVENU, unless specifically directed otherwise by the LICENSEE. All express or expedited charges are the responsibility of the LICENSEE and will be billed separately to the LICENSEE if paid by AVENU.
8. In addition to the Support Fees and other charges stated above, LICENSEE agrees to pay all applicable taxes (except for taxes based on AVENU'S net income or capital stock) relating to this Agreement, the Error Corrections, Enhancements Releases, or other software or services provided by AVENU under this Agreement or payments made under this Agreement. Applicable tax amounts (if any) are NOT included in the fees set forth in this Agreement. If LICENSEE is exempt from the payment of any such taxes, LICENSEE must provide AVENU with a valid tax exemption certificate; otherwise, absent proof of LICENSEE'S direct payment of such tax amounts to the applicable taxing authority, AVENU will invoice LICENSEE for and LICENSEE will pay to AVENU all such tax amounts.
9. Reinstatement of this agreement after having not been in force for 60 days or fewer will be made retroactive to the date that the Agreement expired with no reinstatement charge. Reinstatement of this agreement after having not been in force for more than 60 days will incur a reinstatement charge, in addition to the normal Software Support fees, of an amount equal to 5% of the annual Support Fees for each month that this agreement had not been in force, up to a maximum of 50% of the Support Fees for each year that this agreement has not been in force.
10. AVENU'S liability for damages to the LICENSEE for any cause whatsoever, and regardless of the form of actions, whether in contract or in tort, including negligence, shall be limited to any actual charges incurred for up to twelve months' Support Fees applicable to the Licensed Software covered under this Agreement. Such Support Fees shall be those in effect when the cause of action arose.

In no event shall AVENU be liable for any damages caused by the LICENSEE'S failure to perform the LICENSEE'S responsibilities, or for any lost revenues or other consequential damages, even if AVENU has been advised of the possibility of such damages, or for any claim against the LICENSEE by any party.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

11. This Agreement is assignable by AVENU upon ninety (90) days written notice. This Agreement is not assignable by LICENSEE; none of the services granted hereunder nor any of the Licensed Software materials or copies thereof may be sub-licensed, assigned or transferred by the LICENSEE. Any attempt by LICENSEE to sub-license, assign or transfer any of the rights, duties or obligations under this Agreement is void.
12. The terms and conditions of this Agreement may be modified by AVENU effective on the date of automatic renewal by providing the LICENSEE with one (1) month's prior written notice. Any such modification will apply unless the LICENSEE exercises the option to terminate this Agreement. Any variation from these terms and conditions in any LICENSEE order or other modification will be of no effect.
13. The LICENSEE represents that they are the LICENSEE identified on an AVENU License Agreement for product(s) they wish to be covered by this SSA and that LICENSEE is in compliance with the terms and conditions associated with the applicable License Agreement.
14. AVENU services provided outside the scope of this agreement will be furnished on AVENU'S schedule and at AVENU'S applicable time and material billing rate and terms then in effect.
15. Neither AVENU nor LICENSEE is responsible for failure to fulfill their obligations under this Agreement due to causes beyond their control.



16. AVENU is the copyright owner of the systems covered herein. LICENSEE shall take proper precautions to protect the Proprietary Information contained in the programs and documentation and will not disclose any proprietary or trade-secret information to any unauthorized persons.
17. No actions, regardless of form, arising out of this Agreement may be brought by either party more than two years after the cause of actions has arisen, or in the area of non-payment, more than two years from the date of the last payment.
18. It is mutually agreed that any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the courts of the State of Virginia. It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Virginia and the United States of America both as to interpretation and performance.
19. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision that is held to be invalid.
20. LICENSEE agrees that should it default in any of the covenants or agreements contained herein, LICENSEE shall pay all costs and expenses including a reasonable attorney's fee, which may arise or accrue from enforcing this Agreement, whether pursued by filing suit or before or after judgment.

IV. Consent Agenda

3. Approval of Acceptance of CARES Act Grant Funding to Assist Public Transportation with Loss of Revenue Due to COVID-19

CARTERET COUNTY TRANSPORTATION DEPARTMENT

Randy Cantor
Director of Public Transportation



Tel: (252) 240.1788
Fax: (252) 240.2513
randy.cantor@carteretcountygov.org

To: Board of Commissioners
From: Randy Cantor, Transportation Director
Date: June 1, 2020
Subject: CARES Act Grant Funding

The Federal Government has designated funding from the CARES Act to directly assist Public Transportation with loss of revenue due to Covid-19. These funds are supplied through NCDOT to all transit systems within the State.

Carteret County has been appropriated the amount of \$240,298. These funds have no match and are being offered to offset revenue losses by supplementing items such as employees' salaries, both full-time and part-time, as well as other reimbursable items such as cleaning and disinfecting supplies, safety shields for vehicles, maintenance on vehicles and other necessary expenses that revenues typically pay for.

Invoicing of this grant will happen in July after expenses and revenues have been determined for the 4th quarter.

IV. Consent Agenda

4. Approval of Memorandum of Understanding with Sampson County for Continuity of Emergency Communications in Case of System Becoming Temporarily Disabled

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF SAMPSON, NORTH CAROLINA
AND THE COUNTY OF CARTERET, NORTH CAROLINA**

This MEMORANDUM OF UNDERSTANDING made and entered into on this 1st day of June, 2020 by and between Sampson County, North Carolina ("Sampson") and Carteret County, North Carolina ("Carteret").

WITNESSETH:

WHEREAS Sampson and Carteret are both bodies corporate and politic existing pursuant to the laws of the State of North Carolina; and

WHEREAS, Sampson and Carteret do operate Primary Public Safety Answering Points (PSAPs)/911 emergency communications systems; and

WHEREAS, during times of natural disaster and other unpredictable events, each party's communications system could become temporarily disabled; and

WHEREAS, the parties herein desire to set forth in this Memorandum of Understanding ("MOU") (or "Agreement") the terms by which Sampson and Carteret may utilize the other's 911 emergency communications centers in such event, in order to ensure continuity of emergency communications and dispatch services for the benefit of the citizens of Sampson County and Carteret County.

1.0 PURPOSE

The purpose of this MOU is to establish the formal terms whereby Carteret utilizes Sampson as its backup 911 center, currently located at 107 Underwood Street in Clinton, North Carolina, during such times as Carteret may experience an equipment or other failure, or a manmade or natural disaster, at its primary PSAP AND whereby Sampson uses Carteret as its backup 911 center, currently located at 300 North 12th Street, Morehead City, NC during such times as Sampson may experience an equipment or other failure, or a manmade or natural disaster, at its primary PSAP, subject to the terms of this MOU.

2.0 CONDITIONS

2.1 The services provided as a result of this MOU are considered services to the general public and this MOU shall not be construed to create an employer-employee, principal-agent or co-partnership relationship between the parties. The parties are and shall remain independent entities with respect to all services performed under this Agreement. Each party represents that it has, or will secure at its expense, all personnel required in performing its service obligation under this Agreement and the acts of its

employees performing the service under this Agreement shall be acts of the employees of that entity alone. Each entity agrees that in the performance of this service, its employees shall not require nor be entitled to any compensation rights or benefits of any kind whatsoever from any other entity to this Agreement including but not limited to tenure rights, medical and hospital care, sick and vacation leave, disability, worker's compensation, unemployment compensation, or severance pay.

- 2.2** Each party hereto shall obtain and complete all permits, consents, approvals and authorizations required from all governmental entities and regulatory bodies, and all filings and notices required in connection with the services or use of its own equipment or facilities required by this MOU. Each party hereto represents that any such permits, consents, approvals, and authorizations have been obtained and are in full force and effect, and there is no reason why any future permits, consents, approvals, authorizations or orders cannot be obtained as needed.
- 2.3** The cost of operating each PSAP and the costs of providing the services and fulfilling the terms of this MOU shall remain the responsibilities of the respective parties.
- 2.4** Any and all equipment provided by each party remains the property of the respective parties. Each party is responsible for the upkeep of their own equipment.
- 2.5** This MOU applies to emergency requests for service, regardless of the method of delivery (e.g., phone, text, multimedia, etc.) that are unable to be answered at the primary PSAP and, therefore, are routed to the backup PSAP.

3.0 RESPONSIBILITIES OF EACH PARTY

3.1 Responsibilities of Sampson

- 3.1.1. Sampson agrees to provide physical space for placement and use of equipment needed for Carteret to provide 911 functions to its citizens.
- 3.1.2. Sampson agrees to provide antenna space for Carteret to install necessary radio equipment.
- 3.1.3. Sampson agrees to provide space in its recording system to capture all telephone and radio traffic associated with Carteret during Carteret's use of its backup PSAP at Sampson's expense.
- 3.1.4. Sampson agrees to provide data connectivity (internet) at the Sampson location for Carteret's data use.
- 3.1.5. Sampson agrees to maintain its 911 emergency communications system operationally, functionally, and as technologically up to date as possible.

- 3.1.6 Sampson agrees to provide key or other methods of access to Carteret so that Carteret will have access to Sampson should the need arise for Carteret to vacate its primary PSAP.
- 3.1.7 Sampson agrees to give Carteret's 911 Director as much notice as practicable when circumstances require the use of the Carteret PSAP.
- 3.1.8 Sampson agrees to process all Carteret "calls" during a catastrophic failure until such time as Carteret personnel can reach the Sampson PSAP and resume operations.
- 3.1.9 Sampson agrees to work with Carteret to help train Sampson telecommunicators in call take and dispatch methods for Carteret.

3.2 Responsibilities of Carteret

- 3.2.1. Carteret agrees to provide physical space for placement and use of equipment needed for Sampson to provide 911 functions to its citizens.
- 3.2.2 Carteret agrees to provide antenna space for Sampson to install necessary radio equipment.
- 3.2.3 Carteret agrees to provide space in its recording system to capture all telephone and radio traffic associated with Sampson during Sampson's use of its backup PSAP at Carteret's expense.
- 3.2.4 Carteret agrees to provide data connectivity (internet) at the Carteret location for Sampson's data use.
- 3.2.5 Carteret agrees to maintain its 911 emergency communications system operationally, functionally, and as technologically up to date as possible.
- 3.2.6 Carteret agrees to provide key or other methods of access to Sampson so that Sampson will have access to Carteret should the need arise for Sampson to vacate its primary PSAP.
- 3.2.7 Carteret agrees to give Sampson's 911 Director as much notice as practicable when circumstances require the use of the Sampson PSAP.
- 3.2.8 Carteret agrees to process all Sampson "calls" during a catastrophic failure until such time as Sampson personnel can reach the Carteret PSAP and resume operations.

3.2.9 Carteret agrees to work with Sampson to help train Carteret telecommunicators in call take and dispatch methods for Sampson.

4.0 MUTUAL COVENANTS AND AGREEMENTS

Both parties covenant and agree to the following:

- 4.1 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of North Carolina, without reference to any conflict or choice of laws provision which would operate to make the internal laws of any other jurisdiction applicable.
- 4.2 Warranty. The parties hereto warrant and represent that they have full authority under applicable law to participate fully in this Agreement and all its several provisions.
- 4.3 Modification. This Agreement shall only be modified, amended, or supplemented, by a written instrument signed by both parties to this Agreement.
- 4.4 Unenforceability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future laws, such provision shall be severable, and the remainder of the Agreement shall continue in full force and effect.
- 4.5 Entire Agreement. This Agreement is only the agreement between the parties hereto with respect to the subject matter hereof and contains all the terms agreed upon, and there are no other agreements, oral or written, between the parties hereto with respect to the subject matter hereof.
- 4.6 Term. The term of this Agreement shall commence upon execution by both parties on _____ or sooner if facilities, equipment, and staff are ready and will continue until one of the parties delivers a notice of intent to terminate at least ninety (90) days months prior to the end of the noticing party's fiscal budget year.
- 4.7 Termination. Either may terminate this Agreement by delivering to the other party a notice of its intent to terminate ninety (90) days prior of the end of the noticing party's fiscal budget year. Any such notice shall be delivered by registered or certified mail and shall be addressed as follows:
- | | |
|---|---|
| Edwin W. Causey
Sampson County Manager
406 County Complex Road
Clinton, NC 28382 | Tommy Burns
Carteret County Manager
302 Courthouse Square
Beaufort, NC 28516 |
|---|---|
- 4.8 Non-Discrimination. Neither party hereto shall discriminate on the basis of race, religion, creed, color, gender, or national origin.

- 4.9 Other Agreements. Nothing herein shall prevent either party to this Agreement from entering into other agreements or MOUs with other counties or local governmental entities in relation to the same subject matter herein.
- 4.10 Remedies. This Agreement shall be enforceable by each party by all remedies available at law or in equity. Failure or delay to exercise any right, remedy or privilege hereunder shall not operate as a subsequent enforcement.
- 4.11 Indemnity. Each party shall indemnify, defend, and hold one another harmless from any and all costs, expenses, liability, losses, claims, suits, and proceedings of any nature whatsoever arising from or relating to any negligence, wrongful act or omission, or breach of this MOU by such party or any of its respective officers, directors, agents or employees.
- 4.12 Failure of Grant Funding. It is mutually understood that both Sampson and Carteret will rely on grant awards to fund their respective obligations under this MOU. Notwithstanding the provisions of Section 4.7 hereof, either party may immediately and without advance notice terminate this Agreement in the event that said party does not receive a grant award sufficient to fund said party's obligations hereunder. The determination as to whether a grant award is sufficient to fund a party's obligations under this MOU shall be in the terminating party's sole discretion.

IN WITNESS WHEREOF, Sampson and Carteret have caused this Agreement to be approved or ratified in the manner prescribed by law and have authorized execution by the officers below.

SAMPSON COUNTY

CARTERET COUNTY

Edwin W. Causey, County Manager

Tommy Burns, County Manager

ATTEST:

ATTEST:

Susan J. Holder, Assist. County Manager
Clerk to the Board

Rachel Hammer, Clerk to the Board

IV. Consent Agenda

5. Approval of County Funding Plan for the Juvenile Crime Prevention Council
Community Programs

Carteret County

NC DPS - Community Programs - County Funding Plan

Available Funds: \$ 208,110 Local Match: \$ 112,117 Rate: 30%

DPS JCPC funds must be committed with a Program Agreement submitted in NC Allies and electronically signed by authorized officials.

#	Program Provider	DPS-JCPC Funding	LOCAL FUNDING			OTHER	OTHER	Total	% Non DPS-JCPC Program Revenues
			County Cash Match	Local Cash Match	Local In-Kind	State/Federal	Funds		
1	Structured Day - Boys&Girls Club	\$87,853			\$33,918			\$121,771	28%
2	Teen Court/Restitution & Community Service - Boys&Girls Club	\$57,959			\$19,442			\$77,401	25%
3	Building Bridges Home Based - Easter Seals UCP	\$54,736	\$50,600		\$8,157			\$113,493	52%
4	Carteret JCPC Administration	\$7,562						\$7,562	
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
TOTALS:		\$208,110	\$50,600		\$61,517			\$320,227	35%

The above plan was derived through a planning process by the Carteret County
Juvenile Crime Prevention Council and represents the County's Plan for use of these funds in FY 20-21.

Amount of Unallocated Funds _____

Amount of funds reverted back to DPS _____

Discretionary Funds added _____

check type initial plan update final

-----DPS Use Only-----	
Reviewed by _____ Area Consultant	_____ Date
Reviewed by _____ Program Assistant	_____ Date
Verified by _____ Designated State Office Staff	_____ Date

 5/12/2020
 Chairperson, Juvenile Crime Prevention Council (Date)

06/01/20
 Chairperson, Board of County Commissioners (Date)
 or County Finance Officer

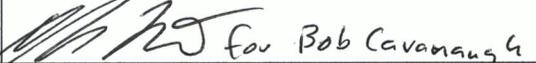
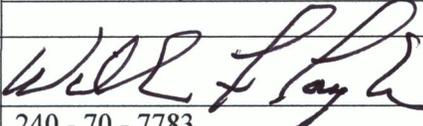


Contract for Professional Services Template

This Contract for Professional Services is entered into by and between Carteret County JCPC Council, (*hereinafter referred to as the Agency*), and William F. Taylor, (*hereinafter referred to as the Contractor*).

The Agency and the Contractor do mutually agree as follows:

- 1. Term of Agreement.** This agreement shall become effective July 1, 2020 and shall terminate **June 30, 2021**. This contract may be terminated by either party by providing a thirty days written notice to the other party.
- 2. Payment to Contractor.** Agency and Contractor agrees upon these rates as reimbursed fees: the services will be delivered at the rate of \$ 25.00 per hour (Indicate type of unit service), not to exceed \$2,500.00 for the term of this contract. The Contractor must submit a monthly request for reimbursement to the Agency documenting the actual time worked.
- 3. Funding.** All terms and conditions of this Contract are dependent upon and subject to the allocation of funds for the purpose set forth in this Contract, and this Contract shall automatically terminate if funds cease to be available. The terms of the contract are limited to the availability of the JCPC funds which have been allocated for that purpose.
- 4. Taxes.** The Contractor shall be considered an independent Contractor and as such shall be responsible of all taxes.
- 5. DPS JCPC Policy and Procedure.** The Contractor shall adhere to all DPS JCPC standards, policies, and procedures related to the provision of the program's service type.
- 6. Responsibilities of Contractor.** The Contractor hereby agrees to provide the following services in a manner satisfactory to the Agency, within the stated time frames.
 - A. Attend monthly meetings, record minutes of each meeting and submit a written copy of the minutes to the Council for approval.
 - B. Prepare and submit all correspondence relating to the business of the JCPC.
 - C. Maintain all records and files.

Program Administrator or Authorized Agent Name and Title:	Bob Cavanaugh, Chair		
(Agency)	Carteret County Juvenile Crime Prevention Council		
Mailing Address:	Courthouse Square Beaufort, NC 28557		
Signature:		Date:	4/27/2020
Contractor Name:	William F. Taylor		
(Contractor)	2104 Evans Street		
Mailing Address:	Morehead City, NC 28557		
Signature:		Date:	4/2/20
Contractor Social Security Number:	240 - 70 - 7783		

Carteret County

NC DPS - Community Programs - County Funding Plan

Available JCPC Funds: \$ \$168,736
 Raise the Age Expansion Funds: \$ \$26,132

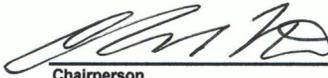
Local Match: \$ \$91,149 Rate: 10%

DPS JCPC funds must be committed with a Program Agreement submitted in NC Allies and electronically signed by authorized officials.

#	Program Provider	New 19-20 Total DPS Funds	Original 19-20 DPS Funds	DPS-RtA Expansion Funding	LOCAL FUNDING			OTHER	OTHER	Total
					County Cash Match	Other Local Cash Match	Local In-Kind	State/ Federal	Funds	
1	Structured Day - Boys/Girls Club	\$75,453	\$62,453	\$13,000			\$19,037			\$94,490
2	Teen Court/Restitution - Boys/Girls Club	\$55,047	\$53,047	\$2,000			\$19,442			\$74,489
3	Building Bridges - Home Based & Counseling Services	\$54,736	\$47,236	\$7,500	\$50,600		\$2,070			\$107,406
4	JCPC Certification	\$6,004	\$6,000	\$4						\$6,004
5										
6										
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17										
18										
TOTALS:		\$191,240	\$168,736	\$22,504	\$50,600		\$40,549			\$282,389

The above plan was derived through a planning process by the _____ Carteret County
 Juvenile Crime Prevention Council and represents the County's Plan for use of these funds in FY 19-20

Amount of Unallocated JCPC Funds _____
 Amount of Unallocated RtA Expansion Funds _____
 Amount of funds reverted back to DPS \$3,628 Expansion
 Discretionary Funds added _____
 Check type: Initial plan Update Final



 Chairperson, Juvenile Crime Prevention Council (Date) 5/12/2020

06/01/20

 Chairperson, Board of County Commissioners or County Finance Officer (Date)

—DPS Use Only—	
Reviewed by _____ Area Consultant	_____ Date
Reviewed by _____ Program Assistant	_____ Date
Verified by _____ Designated State Office Staff	_____ Date

IV. Consent Agenda

6. Approval of Carteret County Public Library Bylaws

Carteret County Public Library System Board of Trustees Bylaws

Article One: Establishment & Identification

The Carteret County Public Library System Board of Trustees exists by virtue of the provision of North Carolina General Statute 153A, Article 14, and exercises the powers delegated to it by the Carteret County Board of Commissioners. The Library Board of Trustees performs the duties of an advisory board as outlined herein and serves as a liaison between the library, local government, and the community.

Article Two: Membership

Section 1: The Library Board of Trustees shall consist of seven (7) members and should be selected to ensure that the Library Board remains diverse with respect to gender, age, ethnicity, economic status, profession, experience, skills, and abilities, when possible. Library Board Trustees shall be appointed by the Carteret County Board of Commissioners as follows:

- a) One (1) member from each of the six (6) county voting districts as identified by the Carteret County GIS Department.
- b) One (1) County Commissioner serving for a term coincident to their elected term of office.
- c) The Library Director, County Manager, and County Finance Officer will serve as ex-officio, non-voting members of the Library Board of Trustees.

The Board of Commissioners may remove a trustee at any time and for any reasons it deems necessary.

No member of the Board shall use the resources, business, finances, or contracts of the Library for personal use or profit.

Criteria:

Trustees must be in good standing regarding any use of library materials. Trustees should commit to represent members of their communities. Trustees should understand the role and basic tenets of Public Libraries. Trustees should commit to serve as active stewards for the growth and success of the Library.

Section 2: Each member shall be appointed for a term of three (3) years. Terms will start on July 1, the beginning of the Carteret County Government fiscal year. No member shall serve more than two terms, regardless of whether those terms are consecutive. Appointment to any portion of a vacant term shall not count toward the (2) two term limit. Four (4) of the members will initially be appointed to a one (1) year term, two (2) members will be appointed to a two (2) year term and one (1) member to a three (3) year term in order to provide for staggering terms.

Section 3: The position of a Library Board of Trustee that has been absent from two (2) consecutive regular meetings or over 50% of the meetings in a given year, except for reasons of illness or other equivalent circumstances, will be considered vacant, unless the Library Board votes to petition the Board of Commissioners for a waiver of the attendance policy.

So as to not be counted absent, and at the approval of the board chair, members may call in to or use other electronic means for meeting attendance so that they may participate. These resources should not become the primary means of participation for members.

Section 4: In the event of a vacancy on the Library Board, the vacancy shall be filled by the Board of Commissioners for the unexpired term of the member creating the vacancy.

Section 5: Immediate family members of county employees or county elected officials are not eligible to serve on the Library Board of Trustees.

Article Three: Officers

Section 1: Officers shall be elected by vote of the committee members for one (1) year terms at the annual meeting of the Library Board of Trustees and will be as follows: Chair, Vice-Chair, and Secretary. In case of a vacancy in any office the Trustees at its next regular or called meeting will nominate and elect a successor from its membership.

Section 2: The Chair shall preside at all meetings, appoint all committees, and authorize called meetings. The Vice-Chair shall preside at meetings and handle such other duties as necessary in the absence of the Chair. In case of vacancy of the Chair, the Vice-Chair shall serve until the Trustees elect a Chair. The Secretary will send notices and agenda materials to the Library Board of Trustees, post meeting notices, keep a true and accurate account of all board meetings and distribute minutes to members of the board. The Secretary will provide for the safekeeping of all minutes of the meetings and will send copies to the office of the County Manager and Clerk to the Board of Commissioners in compliance with the North Carolina Public Records Law. The Secretary will also notify the Carteret County Board of Commissioners of any vacancies.

Article Four: Meetings

Section 1: The regular meetings of the Library Board of Trustees will be held on the third Thursday of January, April, June, August, and October at a Carteret County Public Library branch at a time to be determined by the Chair.

Section 2: All Board meetings and all committee meetings shall be held in compliance with Article 33C of the NC General Statutes re: Meetings of Public Bodies.

Section 3: A quorum for the transaction of business at any meeting shall consist of four (4) members of the Carteret County Library Board of Trustees present.

Section 4: The annual meeting, which will be for the purpose of the election of officers and reviewing the annual budget, shall be held at the time of the regular meeting in June of each year.

Section 5: Special Meetings may be called by the Chair, or by the written request of four (4) board members, or the Library Director for the transaction of business stated in the call for the meeting.

Section 6: The rules contained in Robert's Rules of Order, latest revised edition, shall govern the parliamentary procedure of the meetings, in all cases in which they are not inconsistent with these bylaws and any statutes applicable to the Carteret County Library Board of Trustees.

Section 7: Persons who wish to address the Board on some matter must notify the Chair of the Board of Trustees or the Library Director at least one (1) week prior to the meeting to be placed on the agenda.

Section 8: The order of business for regular meetings will include, but not be limited to, the following items:

Call to Order
Public Comment
Approval of the Minutes
Director's Report
Unfinished Business
New Business
Friends of the Library Report
Adjournment

Article Five: Committees

Committees may be appointed by the chairperson as the need arises. There are no standing committees of the Carteret County Public Library Board. The Library Director will serve as an ex-officio, non-voting member of all committees.

Article Six: Duties and Responsibilities

The delegated duties and responsibilities of the Carteret County Public Library Board of Trustees are:

- a) Maintain knowledge of and support library adherence to state and national standards for library service, including the North Carolina Public Library Standards and those of the American Library Association and the Public Library Association.

- b) Understand and promote the mission and vision of the public library in the community, and advocate for equal and unrestricted access to library services and materials for all in the community.
- c) In consultation with the Library Director, make suggestions on library services and policies.
- d) In consultation with the Library Director, make recommendations concerning the acquisition, construction, and/or improvement of buildings, or other service points, for the library system.
- e) To review the library budget, as prepared by the Library Director.

Article Six: Amendments

Amendments to these bylaws may be proposed at any regular meeting and will be voted upon at the next regular meeting. Written notice of the proposed amendment(s) will be sent to all board members at least ten (10) days prior to the voting session. A simple majority of the Library Board will be sufficient for adoption of the amendment. Such an amendment would then be subject to approval by the Board of Commissioners.

Article Seven: Library Director

The Library Director is the executive officer of the Carteret County Public Library System and has general supervision and responsibility of the branches under the direction of the Board of Commissioners through the County Manager. The Library Director shall be responsible for: the care and maintenance of the library buildings, resources, and equipment, for the employment, direction, and evaluation of the staff, for the effectiveness of the Library's services to the community, and for the operation of the library under the financial conditions set forth in the Carteret County annual budget.

IV. Consent Agenda

7. Approval of Workers Compensation, Property and Liability Insurance

CARTERET COUNTY FINANCE

Denise H. Meshaw, CPA
Assistant County Manager
Finance Department



Tel: (252) 728-8410
Fax: (252) 728-8424
deem@carteretcountync.gov
www.carteretcountync.gov

To: Board of Commissioners
From: Dee Meshaw, Assistant County Manager
Date: June 1, 2020
Subject: Workers' Compensation, Property and Liability Insurance

For your consideration is a request to renew Workers' Compensation, property and liability insurance coverage with NC Association of County Commissioners for fiscal year 2020. The annual insurance premiums are \$762,850, with \$340,312 in Workers' Compensation premiums and \$422,538 in property and liability premiums. The funding is included in the FY21 recommended budget. Staff recommends renewing our insurance with NC Association of County Commissioners. This will be effective July 1, 2020 through June 30, 2021.

IV. Consent Agenda

8. Approval of the Memorandum of Understanding ("MOU") for Operation of the Newport Library

This Instrument Was Prepared By:
C. R. Wheatly, III
Wheatly Law Group, PA
P O Box 360, Beaufort, NC 28516

Return Recorded Document To:
C. R. Wheatly, III
Wheatly Law Group, PA
P O Box 360, Beaufort, NC 28516

MEMORANDUM OF UNDERSTANDING

STATE OF NORTH CAROLINA
COUNTY OF CARTERET

THIS MEMORANDUM OF UNDERSTANDING made and entered into this ____ day of May, 2020 by and between Carteret County, a Body Politic, hereinafter referred to as “County”, Party of the First Part, and The Town of Newport, a Municipal Corporation, hereinafter referred to as “Newport”, Party of the Second Part;

WITNESSETH:

WHEREAS, Newport is operating a library which is located north of Howard Boulevard and to the west of the Town Hall of Newport.

WHEREAS, County is in the process of creating its own library system and Newport wishes its library to be used by the County to provide library services to its citizens and others.

WHEREAS, County and Newport do hereby agree that the County will assume the operations of the library in Newport, in its current facility. County will staff the library and County will provide certain services in its sole discretion.

WHEREAS, the current library has approximately 4,272 square feet of heated area and approximately 544 square feet of unheated area.

THEREFORE, in order to accomplish the goals as above set forth, the parties do hereby agree to wit:

1. This agreement shall extend for twenty (20) years from the date of this Memorandum and will automatically renew each and every successive year unless terminated as hereinafter set forth.

2. Prior to the commencement of County assuming the operation of said library, Newport will repair or replace the roof, the gutters, and replace all stain ceiling tiles in the building. After the repairs are made, County will assume all maintenance responsibility for the exterior and interior of the building. Newport will be responsible for mowing, landscaping, and keeping up the parking lot, together with all access roads.
3. Newport will keep the library and building and all building components insured. In the event there is a fire, flood, or other catastrophe, Newport will be responsible to repair or replace said building and any and all damaged components. In the event Newport is unable to repair same, this agreement will terminate.
4. The users of the library shall be permitted to park in the areas currently designated for said library and Newport will maintain the parking area in a suitable condition making sure the paved area and any and all access roads are kept in a maintained, all weather condition.
5. County will operate the library with the staff it has, or may acquire, and will have sole and absolute control of how the library is managed and operated.
6. In the event conditions change, and for any other reason, either party may terminate this agreement by giving the other party ninety (90) days' notice of its intent to terminate. Upon termination, County will vacate the property leaving same in a condition similar to which existed at the time County assumed control of the building, reasonable wear and tear excepted. County will be responsible for the repair of the interior of the building during the term of this agreement.
7. This agreement may only be modified with written agreement between the parties.

IN WITNESS WHEREOF, said Parties set their hand and seal this day and year first above written.

CARTERET COUNTY

By: _____
Chairman, Bill Smith

ATTEST:

By: _____
Clerk to the Board, Rachel Hammer

TOWN OF NEWPORT

By: _____
Town Mayor, Dennis Barber

ATTEST:

By: _____
Town Clerk, Kelley Caldwell

IV. Consent Agenda

9. Approval of Extension of Memorandum of Agreement ("MOA") in Support of the Dix Crisis Intervention Center in Jacksonville, NC

MEMORANDUM OF AGREEMENT

Between

ONslow COUNTY

And

CARTERET COUNTY

And

CRAVEN COUNTY

And

CITY OF JACKSONVILLE, N.C.

And

TRILLIUM HEALTH RESOURCES

And

ONslow MEMORIAL HOSPITAL

And

CARTERET HEALTH CARE

For

Operation Costs and Advisory Board Membership

related to the Dix Crisis Intervention Center in

Jacksonville, N.C.

RECITALS:

WHEREAS, Onslow County ("Onslow") manages a consolidated human services agency that addresses the health, safety, and well-being of the citizens of Onslow County; and

WHEREAS, Carteret County ("Carteret") has a consolidated human services agency, governed by a consolidated human services board, that addresses the health, safety, and well-being of the citizens of Carteret County;

WHEREAS, Craven County's ("Craven") public health department addresses the health, safety, and well-being of the citizens of Craven County.

WHEREAS, City of Jacksonville ("Jacksonville") is the largest municipality in Onslow County and will be the locale where the Dix Crisis Intervention Center ("Center") as described within this MOA will be situated;

WHEREAS, Trillium Health Resources ("Trillium") is a public managed care organization responsible for oversight and management of mental health, intellectual/developmental disabilities and substance use/addiction (MHIIDD/SA) services for Onslow, Carteret, and Craven, among other counties, pursuant to contracts with the North Carolina Department of Health and Human Services; and

WHEREAS, the Parties are committed to working collaboratively to address the growing behavioral health and crisis intervention needs in Onslow, Carteret, and Craven ensuring sustainability through stewardship of the communities' assets, collaborating in order to improve access across the entire continuum of care, and promoting wellness and health to benefit the communities; and

WHEREAS, Onslow is the owner of a building located at 215 Memorial Drive, Jacksonville, North Carolina (hereinafter the "Property"). The Property will be the site of the Center. The primary goal of the Center will be to provide citizens of Onslow, Carteret, Craven and Jacksonville with crisis prevention, response, and stabilization services and support related to addiction and/or mental health concerns as an alternative to emergency department visits; and

WHEREAS, it is anticipated that Onslow, with the use of funds made available by the State of North Carolina in its 2017-2018 budget, will renovate the current building located on the Property so that it complies with all regulations and rules and can be utilized for its intended purpose as a facility based crisis intervention center; and

WHEREAS, the parties of this agreement desire to contribute funding to Trillium to assist with the operational costs of the Center in an effort to ensure its sustainability; and

WHEREAS, Trillium is agreeable to using one hundred percent (100%) of the money contributed pursuant to this MOA to Trillium by the parties of this agreement towards the operational costs of the Center;

WHEREAS, the Parties recognize that the Center will serve citizens of Onslow, Carteret, Craven and other communities. The Parties further recognize that Onslow, Carteret, Craven and Jacksonville need to be good stewards of their resources as it relates to providing funding related to the Center, and as such agree that an advisory committee will need to be created to ensure that the Center is operating in such a manner as it serves its intended purpose.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. INTENT

This Memorandum of Agreement ("MOA" or "Agreement") is entered into by and between Onslow, Carteret, Craven, Jacksonville, Trillium, Onslow Memorial Hospital and Carteret Health Care (collectively, the "Parties") and establishes the respective responsibilities of the Parties for the operation of the Center following the up-fit of the Center.

II. COMPLIANCE WITH LAWS

The Parties shall comply with all applicable federal and state laws, rules, and regulations, including, but not limited to, N.C.G.S. §§ 159-1 *et seq.* the N.C. Local Government Budget and Fiscal Control Act, as well as all requirements governing the receipt, distribution and expenditure of DMH/DD/SAS grant funding.

III. OBLIGATIONS OF ONSLOW. Onslow shall:

- A. Commit \$375,000 per year for fiscal years 20-21 and 21-22 to Trillium. This funding requirement shall be extinguished should a majority of the members of the advisory committee established in this MOA issue a vote of No Confidence as it relates to the operations of the Center;
- B. Assign one county commissioner as representatives to serve on the Advisory Committee;

IV. OBLIGATIONS OF CARTERET. Carteret shall:

- A. Commit \$300,000 per year for fiscal years 20-21 and 21-22 to Trillium. This funding requirement shall be extinguished should a majority of the members of the advisory committee established in this MOA issue a vote of No Confidence as it relates to the operations of the Center;
- B. Assign one county commissioner as representatives to serve on the Advisory

Committee;

V. OBLIGATIONS OF CRAVEN. Craven shall:

- A. Commit \$300,000 per year for fiscal years 20-21, and 21-22 to Trillium. This funding requirement shall be extinguished should a majority of the members of the advisory committee established in this MOA issue a vote of No Confidence as it relates to the operations of the Center;
- B. Assign one county commissioner as representatives to serve on the Advisory Committee;

VI. OBLIGATIONS OF JACKSONVILLE. Jacksonville shall:

- A. Commit \$100,000 per year for fiscal years 20-21, and 21-22 to Trillium. This funding requirement shall be extinguished should a majority of the members of the advisory committee established in this MOA issue a vote of No Confidence as it relates to the operations of the Center;
- B. Assign one city council member as representatives to serve on the Advisory Committee;

VII. OBLIGATIONS OF TRILLIUM: Trillium shall:

- A. Commit any and all funds received from the parties of this agreement pursuant to this MOA and apply said funds towards the operation costs of the Center;
- B. In accordance with law, select and contract with a qualified provider to handle the operations of the Center;
- C. Oversee the provider selected to handle the operations of the Center to ensure that the Center is operated in prudent and efficient manner and in such a way as the Center is serving its intended purpose;

VIII. OBLIGATIONS OF ONSLOW MEMORIAL HOSPITAL: Onslow Memorial Hospital (OMH) shall:

- A. Commit \$200,000 in kind services per year for fiscal years 20-21, and 21-22 to Trillium. This in kind funding requirement shall be extinguished should a majority of the members of the advisory committee established in this MOA issue a vote of No Confidence as it relates to the operations of the Center;
- B. Assign one member of the staff or Board of OMH as a representative to serve on the Advisory Committee;

IX. OBLIGATIONS OF CARTERET HEALTH CARE: Carteret Health Care (CHC) shall:

- A. Commit \$100,000 per year for fiscal years 20-21, and 21-22 to Trillium. This funding requirement shall be extinguished should a majority of the members of the advisory committee established in this MOA issue a vote of No Confidence as it relates to the operations of the Center;
- B. Assign one member of the staff or Board of the hospital as a representative to serve on the Advisory Committee;

X. CREATION OF ADVISORY COMMITTEE: The Parties are contributing monies to Trillium that are to be used for operational costs associated with the Center. The Parties further recognize that Onslow, Carteret, Craven and Jacksonville have a vested interest in ensuring that said contributions are serving its intended purpose. OMH and CHC have a vested interest in ensuring that those in need of services that can be more appropriately handled at the Center, rather than in their respective emergency departments, will benefit its patients and the citizens of Onslow, Carteret, and Craven. As such the Onslow Carteret Craven Oversight Advisory Committee (OCCOC) is hereby established, the membership of which shall be as follows: Onslow—1 county commissioner; Carteret—1 county

commissioner; Craven— 1 county commissioner; Jacksonville—1 city council member; OMH—1 member; CGH—1 member. County membership shall be appointed by their respective Board of Commissioners. Jacksonville membership shall be appointed by its Council. Hospital membership shall be appointed by their respective Board of Directors. Onslow, Carteret, Craven and Jacksonville shall rotate the chairmanship of the Advisory Committee on a yearly basis. The Advisory Committee shall meet at least quarterly to receive reports from the provider servicing the Dix Crisis Intervention Center. Additionally, the Advisory Committee shall on a yearly basis evaluate whether the Center is serving its intended purpose and vote as to whether the Advisory Committee has either “Confidence” or “No Confidence” in the operation of the Center in accordance with its intended purpose. Trillium agrees to provide the Advisory Committee with access to inspect the financial records pertaining to the operation of the Center, as well as a report of the numbers of individuals admitted into the Center, and the average length of the stay for each reporting period. The Advisory Committee shall also receive a report from Trillium, or its provider, detailing the number of individuals who sought admission into the Center but were denied, and the reason for any such denial. In addition to voting yearly on whether the Advisory Committee has either “Confidence” or “No Confidence” in the operation of the Center, the Advisory Committee shall:

- A. Shall provide a list of deficiencies that led to its vote of “No Confidence” and provide thirty (30) days to submit a plan of correction that is found to be acceptable by the Committee. If the plan of correction is deemed to be an acceptable course of action the Committee shall reconvene at such times as it deems appropriate to determine whether to terminate this MOA in accordance with Paragraph XI;
- B. Provide recommendations to Trillium and the operations provider relative to the expenditure of State, County, City and local revenues to address the issue of mental health and addiction in Onslow, Carteret, and Craven Counties;
- C. Annually recommend a budget for the operation of the Center and identify public and private resources to operate the Center;
- D. Prepare an annual report to the Onslow County Board of Commissioners, Carteret County Board of Commissioners, Craven County Board of Commissioners, and the Jacksonville City Council relative to the impact the Center is having and the success or lack thereof relative to addressing the needs of persons within Onslow, Carteret, and Craven Counties that suffer from addiction or mental health issues;
- E. Recommend actions, programs, and operational protocols relative to the Center;
- F. Meet with State and local agencies involved in mental health and addiction issues and establish priorities and programs for Carteret, Craven, and Onslow Counties;
- G. Provide, upon request, periodic reports to the County Commissioners and the City Council relative to various matters related to the operation of the Center.

XI. TERM AND TERMINATION:

- A. Effective Date and Term. This Agreement shall become effective upon complete execution by all Parties and shall expire on June 30, 2022 ("Term"). This Term may be extended only by written agreement of all the Parties.
- B. Voluntary Termination. This Agreement may be voluntarily terminated at any time upon the mutual consent of all Parties or in the event of a vote of “No Confidence” by a majority of the members of the Advisory Committee which is not corrected through an approved plan of correction.

XII. MISCELLANEOUS PROVISIONS:

- A. Independent Contractor. Despite any provisions of this Agreement to the contrary, the Parties agree that each is an independent contractor, and the Parties' relationship under this Agreement or any act and/or omission shall not be construed to be or create a partnership, agency, joint venture, franchise, association, or employment relationship.
- B. Assignment and Subcontracting. No Party shall have the right to assign, subcontract or further delegate its obligations hereunder without the prior written consent of the other Parties.
- C. Entire Agreement; Modification. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings, oral or written, with respect to the subject matter hereof. This Agreement may be changed only by an agreement in writing signed by an authorized representative of each Party.
- D. Invalid Provisions; Severability. Any provision of this Agreement which is determined by a court of competent jurisdiction to be prohibited, unenforceable, or not authorized shall be ineffective to the extent of such prohibition, unenforceability, or non-authorization without invalidating the remaining provisions hereof or affecting the validity, enforceability, or legality of such provision. In such case, such determination shall not affect any other provision of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect. If any provision or term of this Agreement is susceptible to two or more constructions or interpretations, one or more of which would render the provision or term void or unenforceable, the Parties agree that a construction or interpretation which renders the term or provision valid shall be favored.
- E. Waiver of Breach. No covenant, term, condition, or undertaking contained in this Agreement may be waived except by the explicit written agreement of the Parties. Forbearance or indulgence in any other form by either Party in regard to any covenant, condition or undertaking to be kept or performed by the other Party shall not constitute a waiver thereof, and until complete satisfaction or performance of all such covenants, conditions, and undertakings have been satisfied, the other Party shall be entitled to invoke any remedy available under the Agreement, despite any such forbearance or indulgence. The waiver by any Party of a breach of any of the provisions of this Agreement by any other Party shall not be construed as a continuing waiver of such provision, or as a waiver of any subsequent breach by the breaching Party.
- F. Governing Law; Construction. This Agreement has been accepted and performed in the State of North Carolina. This Agreement and the rights and obligations of the Parties hereto shall be construed under and governed by the laws of the State of North Carolina, without giving effect to principles of conflict of laws. All Parties have consulted with counsel of their choice, or have been afforded the opportunity to consult with such counsel and have declined to do so, in the negotiation and preparation of this Agreement. This Agreement has been prepared by counsel for Onslow as a convenience to the Parties, and, therefore, no provision of this Agreement, whether unclear, ambiguous, or otherwise, shall be construed adversely to Onslow merely by virtue of the fact of its preparation by counsel for Onslow.

- G. Indemnification. Each Party agrees that it will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other Parties and the results thereof. Each Party therefore agrees that it will assume all risk and liability to itself, its agents or employees for any injury to persons or property resulting in any manner from the conduct of its own operations and the operations of its agents or employees under this Agreement, and for any loss, cost, or damage caused thereby during the performance of this Agreement. To the extent permitted by applicable law, each Party (the "Indemnifying Party") agrees to indemnify and hold harmless the other Party and its officers, agents, servants, employees and indemnitees, against any and all liabilities, claims, demands, suits, losses, damages, costs, attorney's fees and expenses arising out of or related to the bodily injury or death of any person, the unauthorized or inappropriate use or disclosure of any confidential or protected health information, the violation of any copyright, trademark, or patent rights of any third party, or the damage to or destruction of any property, caused by any negligent or intentional act or omission on the part of the Indemnifying Party, its officers, employees, or former employees. Notwithstanding any language to the contrary, each the governmental parties to this MOA do not waive any of its defenses, including but not limited to, immunity.
- H. Binding Effect. The rights and obligations of each Party under this Agreement shall inure to the benefit of and shall be binding upon the successors, assigns, heirs, and legal representatives of such Party.
- I. No Third-Party Beneficiaries. Nothing in this Agreement shall be construed as creating or justifying any liability, claim, or cause of action, however alleged or arising, by any third party against any Party.
- J. Headings. The section headings used herein are for reference and convenience only, and shall not affect the meaning, construction, or interpretation of this Agreement.
- K. Notices. Any notice, request, demand, or other communication required or permitted hereunder shall be in writing and shall be deemed to have been duly given when received if personally delivered and when transmitted if transmitted by confirmed facsimile transmission, electronic mail, or similar electronic transmission method, by overnight courier, or by registered or certified mail, postage prepaid, return receipt requested, to the receiving Party at the following address:

Onslow:

Carteret:

Craven:

Jacksonville:

OMH:

CHC:

Receipt of such notice shall be deemed effective one business day after it is sent if sent by recognized express mail, and two (2) business days after it is sent if sent by first class certified mail, return receipt requested, with postage prepaid.

- L. Authority to Bind Parties. The individuals signing this Agreement on behalf of the Parties represent and warrant that they are empowered and duly authorized to bind the Party on whose behalf they are signing this Agreement.
- M. Incorporation of Recitals. The recitals set forth above are an integral part of this Agreement and shall have the same contractual significance as any other language.
- N. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Signatures. This Agreement may be executed by facsimile or electronic signatures, which for all purposes shall be deemed to constitute originals.

WITNESS WHEREOF, the Parties hereto have executed this Agreement in accordance with its terms, effective upon complete execution by all of the Parties.

ONslow COUNTY

CARTERET COUNTY

BY: _____

BY: Chairman William H. Smith

JACKSONVILLE

OMH

BY: _____

BY: _____

CHC

CRAVEN COUNTY

BY: _____

BY: _____

This instrument has been preaudited in the manner required by the Local Government and Fiscal Control Act.

Onslow County Finance Officer

Carteret County Finance Officer

Craven County Finance Officer

City of Jacksonville Finance Officer

**CARTERET COUNTY
Board of Commissioners**



Agenda Item V.

Meeting Date:
1-Jun-20

Presenter:
Stephen Rea

ITEM TO BE CONSIDERED

Title: Public Hearing: Establishing a South River/Merrimon EMS District Special Tax

Brief Summary:

Mr. Stephen Rea will provide information regarding establishing the South River/Merrimon EMS District Special Tax and ask that Commissioners call for the Public Hearing on the subject.

If the Board of Commissioners approves of the agenda item as presented, the following motion(s) is (are) suggested:

- Motion:** To open the public hearing
- Motion:** To close the public hearing
- Motion:** To approve/deny the recommended Resolution in support of establishing the South River/Merrimon EMS District Special Tax

BACKGROUND

Originating Department
Emergency Services

- Attachments:**
- 1 Copy of Recommended Resolution
 - 2 Copy of Public Notice
 - 3 Copy of District Map
 - 4
 - 5

Staff Contact:
Stephen Rea

REVIEWED BY

County Manager _____
Clerk to the Board _____

County Attorney _____
ACM/Finance Director _____

Board of Commissioners
Bill Smith, Chair
Robin Comer, Vice-Chair
Bob Cavanaugh
Jimmy Farrington
Mark Mansfield
Jonathan Robinson
Ed Wheatly



County Manager
Tommy Burns

Clerk to the Board
Rachel B. Hammer

**RESOLUTION
IN SUPPORT OF A SPECIAL TAX DISTRICT
FOR SOUTH RIVER/MERRIMON**

WHEREAS, there is a need for Emergency Medical Services (EMS) within the district of South River-Merrimon Fire and EMS District (District); and

WHEREAS, the population for the South River-Merrimon EMS District is 605 persons as of the 2010 census; and

WHEREAS, it is impractical or impossible for this service to be provided by Carteret County Countywide due to contracts throughout the County to provide EMS by individual agencies; and

WHEREAS, it is not economically feasible to provide service within the District without unreasonable or burdensome annual tax levies on other citizens within Carteret County that will not benefit from the services; and

WHEREAS, there is demonstrable need to provide the life safety services of EMS in the District for the citizens that reside within the district.

THEREFORE, BE IT RESOLVED that Carteret County Commissioners are to set a Special Tax for EMS to not exceed fifteen cents (\$.15) on the one hundred-dollar (\$100) valuation of property, for the purpose of EMS protection within the district. One cent (\$.01) ad valorem tax is equivalent of fifteen thousand four hundred eighty-one dollars and fifty-two cents (\$15,481.52) as of March 2020.

ADOPTED, this the 1st day of June 2020.

Bill Smith, Chairman

ATTEST

Rachel Hammer
Clerk to Commissioners

Board of Commissioners
Bill Smith, Chair
Robin Comer, Vice-Chair
Bob Cavanaugh
Jimmy Farrington
Mark Mansfield
Jonathan Robinson
Ed Wheatly



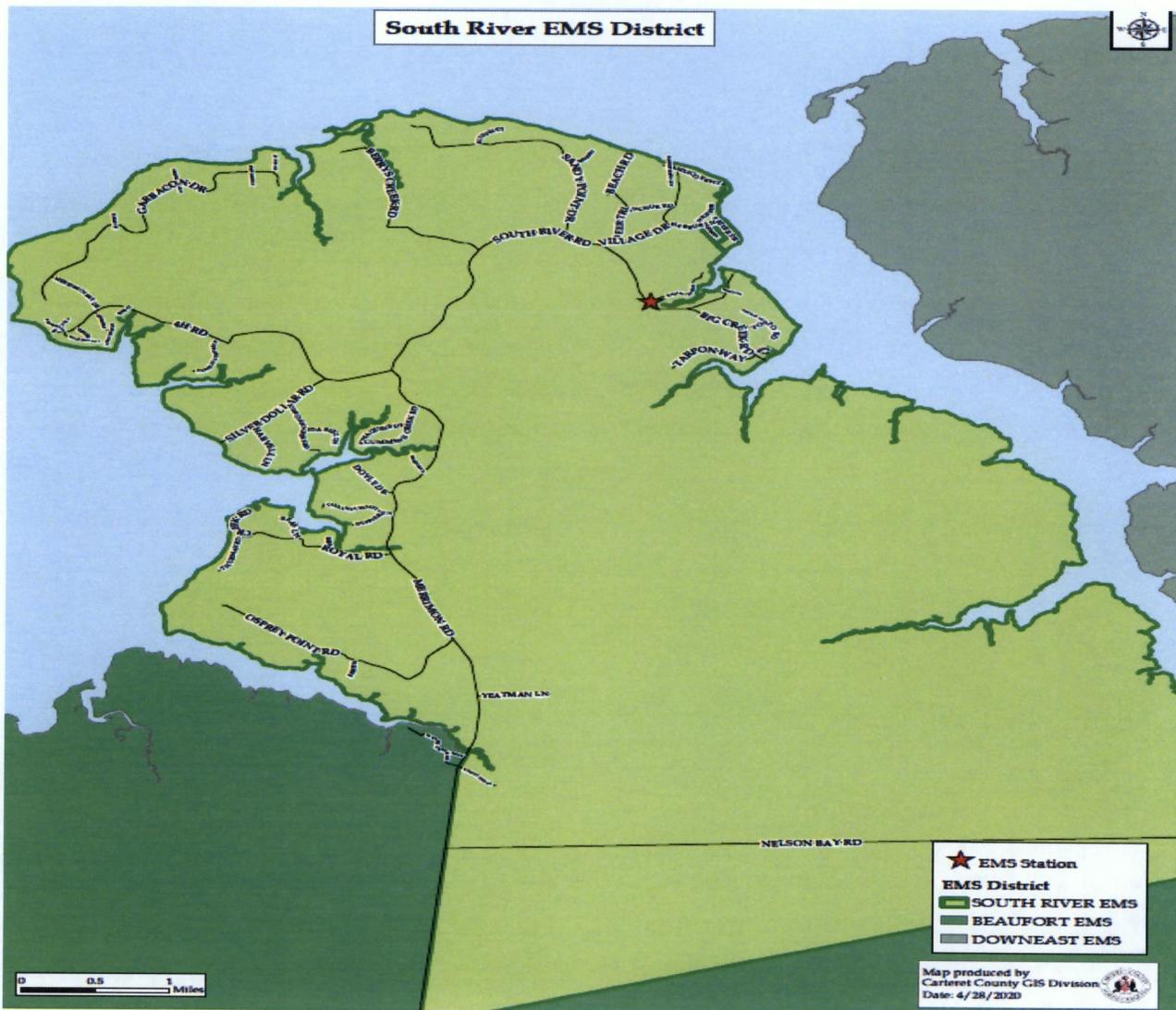
County Manager
Tommy R. Burns

Clerk to the Board
Rachel B. Hammer

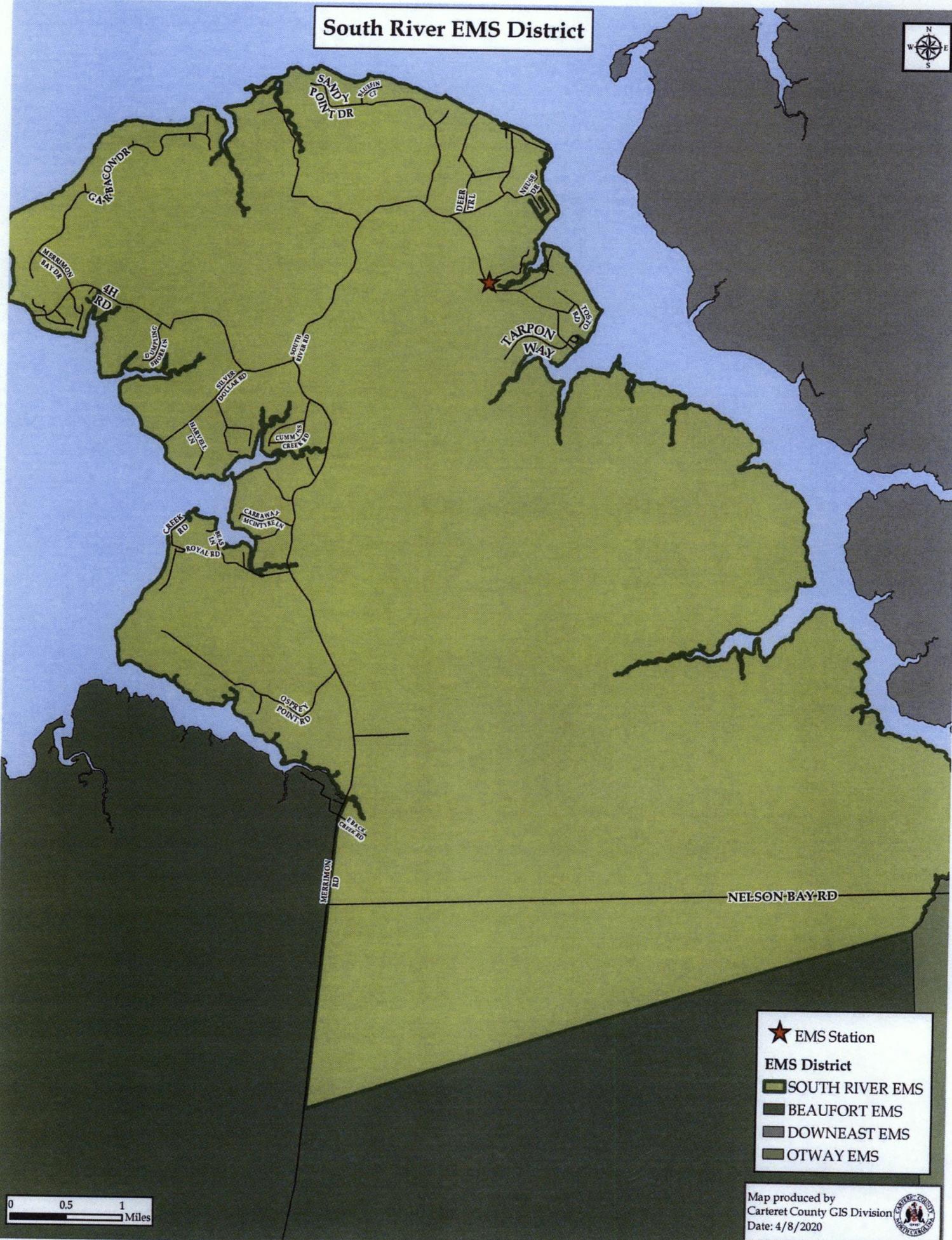
**PUBLIC NOTICE
CARTERET COUNTY
PUBLIC HEARING TO ESTABLISH A SOUTH RIVER/MERRIMON
EMS DISTRICT SPECIAL TAX**

A public hearing is scheduled for June 1, 2020 for discussion of a Special Tax for Emergency Medical Services in the South River/Merrimon EMS District. The hearing will be held during a scheduled meeting of the Carteret County Board of Commissioners. The meeting begins at 6:00 p.m. and will be held in the Carteret County Commissioners' Boardroom, 302 Courthouse Square, Beaufort, North Carolina.

A map of the District is shown below. The Statement providing information on the proposed special tax creation is available for public inspection in the office of the Clerk to the Carteret County Board of Commissioners at 302 Courthouse Square, Beaufort, NC during normal business hours.



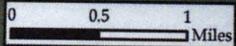
South River EMS District



★ EMS Station

EMS District

- SOUTH RIVER EMS
- BEAUFORT EMS
- DOWNEAST EMS
- OTWAY EMS



Map produced by
Carteret County GIS Division
Date: 4/8/2020



CARTERET COUNTY
Board of Commissioners



Agenda Item VI.

Meeting Date:
1-Jun-20

Presenter:
Tommy Burns/Dee Meshaw

ITEM TO BE CONSIDERED

Title: Public Hearing to Receive Public Comment on the Fiscal Year 2020-21 County Government Budget

Brief Summary:

A public hearing will be held to receive any public comment on the fiscal year 2020-21 County Government Budget.

If the Board of Commissioners approves of the agenda item as presented, the following motion(s) is (are) suggested:

Motion: To open the Public Hearing

Motion: To close the Public Hearing

BACKGROUND

Originating Department
County Manager's Office

Attachments:

- 1 N/A
- 2 _____
- 3 _____
- 4 _____
- 5 _____

Staff Contact:
Tommy Burns & Dee Meshaw

REVIEWED BY

County Manager _____ X
Clerk to the Board _____ X

County Attorney _____
ACM/Finance Director _____ X

**CARTERET COUNTY
Board of Commissioners**

Meeting Date:
1-Jun-20

Presenter:
Mike Curtis



Agenda Item
VII.

ITEM TO BE CONSIDERED

Title: Introduction of Carteret County Community College's New President, Dr. Tracy Mancini

Brief Summary:

Mr. Curtis will introduce Dr. Mancini to Commissioners as the new President of the College

If the Board of Commissioners approves of the agenda item as presented, the following motion(s) is (are) suggested:

BACKGROUND

Originating Department
County Manager's Office

Attachments:

- 1 N/A
- 2 _____
- 3 _____
- 4 _____
- 5 _____

Staff Contact:
Tommy Burns/Rachel Hammer

REVIEWED BY

County Manager _____ X
Clerk to the Board _____ X

County Attorney _____
ACM/Finance Director _____ X

CARTERET COUNTY
Board of Commissioners

Meeting Date:

1-Jun-20



Agenda

Item

IX.

ITEM TO BE CONSIDERED

Title: Continued Budget Discussion

Brief Summary:

The Board will continue FY 2020-2021 budget discussions.

If the Board of Commissioners approves of the agenda item as presented, the following motion(s) is (are) suggested:

BACKGROUND

Originating Department

County Manager's Office

Attachments:

1 N/A

2

3

4

5

Staff Contact:

Tommy Burns & Dee Meshaw

REVIEWED BY

County Manager

X

Clerk to the Board

X

County Attorney

ACM/Finance Director

X

CARTERET COUNTY
Board of Commissioners



Agenda
 Item
 X.

Meeting Date:
 1-Jun-20

Presenter:
 Tommy Burns

ITEM TO BE CONSIDERED

Title: Approval of Resolution in Support of Directing the County Board of Elections to Place a Question on the November 2020 Ballot in Support of a Quarter-Cent County Sales & Use Tax and Outlining Uses of the Potential Revenue

Brief Summary:

Commissioners will discuss the proposed Resolution and the intended uses of the revenues that will be generated by a quarter-cent sales tax in the County.

If the Board of Commissioners approves of the agenda item as presented, the following motion(s) is (are) suggested:

Motion: To approve/deny the Resolution directing the County Board of Elections to place a question on the ballot for the voters' consideration during the November 2020 election and outlining the potential uses of the revenues from the tax.

BACKGROUND

<p>Originating Department County Manager's Office</p> <hr/> <p>Staff Contact: Tommy Burns & Dee Meshaw</p> <hr/>	<p>Attachments:</p> <p>1 Copy of Resolution _____</p> <p>2 _____</p> <p>3 _____</p> <p>4 _____</p> <p>5 _____</p>
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REVIEWED BY

<p>County Manager _____ X</p> <p>Clerk to the Board _____ X</p>	<p>County Attorney _____</p> <p>ACM/Finance Director _____ X</p>
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Board of Commissioners
Bill Smith, Chair
Robin Comer, Vice-Chair
Bob Cavanaugh
Jimmy Farrington
Mark Mansfield
Jonathan Robinson
Ed Wheatly



County Manager
Tommy Burns

Clerk to the Board
Rachel B. Hammer

RESOLUTION
IN SUPPORT OF DIRECTING THE COUNTY BOARD OF ELECTIONS TO PLACE A
QUESTION ON THE NOVEMBER 2020 BALLOT IN SUPPORT OF A QUARTER-
CENT COUNTY SALES & USE TAX AND OUTLINING THE USES OF THE
POTENTIAL REVENUE

WHEREAS, there are significant needs both for the continual capital needs of the Carteret County Public School System, as well as for the dredging and ongoing maintenance of waterways within Carteret County; and

WHEREAS, Carteret County Schools are highly acclaimed in comparison to other schools in the State of North Carolina; in 2019, the County's high schools collectively ranked #1 in the State, earning the top end-of-grade and end-of-course test scores in the State; and

WHEREAS, the dredging and maintenance of the County's waterways is a significant economic driver and we must ensure the future of our waterways for Carteret County's continued development, maritime life, and commercial and recreational use; and

WHEREAS, while the State has reduced funding to schools over the last several years, Carteret County remains in the top ten percent of those Counties that provide the most funding to its schools; however, funding for their capital needs are expanding and it is imperative that the County continues to support the increasing capital needs of the Carteret County Public School System to maintain and enhance the schools in an effort to sustain their level of excellence; and

WHEREAS, Federal and State Governments have in times past provided funding for dredging and maintenance of waterways, but in recent years, fewer Federal and State funds have been available for these types of projects; and

WHEREAS, in 2007, the North Carolina General Assembly granted County Boards of Commissioners the authority to levy, subject to voter approval, an additional one-quarter cent (1/4 cent) County sales and use tax; and

WHEREAS, it is important to provide Carteret County taxpayers with alternatives to the pressure to raise property taxes to address these needs; it is estimated that over fifty percent of the money raised from the one-quarter cent (1/4 cent) tax would be generated by visitors to our County; and

WHEREAS, the levy of an Article 46 one-quarter cent (1/4 cent) sales and use tax would provide a new County revenue source and would generate approximately \$3.6 million annually; and

WHEREAS, the State of North Carolina has established a Shallow Draft Navigation Channel and Lakes Dredging Fund that will provide matching grants for dredging projects at a rate of two (2) State dollars for every local dollar provided; and

WHEREAS, if additional funding does not come from the one-quarter cent (1/4 cent) County sales and use tax, the property tax will be the primary funding source available to maintain capital needs of the School System and the County's waterways; and

WHEREAS, to distinguish and separate the revenues produced by this one-quarter cent (1/4 cent) County sales and use tax if approved by Carteret County voters, a Special Revenue Fund will be established to receive and account for the sales tax revenue; and

WHEREAS, the Board of Commissioners intends to cap the funds that will be expended on waterways within the County based on recommendations from the County's Waterways Management Committee and staff; and

WHEREAS, once that cap is established, any remaining funds generated through this one-quarter cent (1/4 cent) sales and use tax will be transferred within the Special Revenue Fund for ongoing capital needs of the School System; and

NOW, THEREFORE, BE IT RESOLVED, that the Carteret County Board of Commissioners hereby states its intent to direct the County Board of Elections to place a question on the ballot for the voters' consideration during the November 2020 election, and if approved by the voters of Carteret County, the revenues from the Article 46 one-quarter cent (1/4 cent) sales and use tax will be used for continual capital needs of the Carteret County Public School System, as well as for the dredging and ongoing maintenance of waterways within Carteret County, with a scheduled implementation date of April 1, 2021.

ADOPTED, this the 1st day of June 2020.

Bill Smith, Chairman

ATTEST

Rachel Hammer
Clerk to Commissioners

CARTERET COUNTY
Board of Commissioners



Agenda
XI.

Meeting Date:
1-Jun-20

Presenter:
Commissioners

ITEM TO BE CONSIDERED

Title: Commissioners' Comments

Brief Summary:

N/A

BACKGROUND

Originating Department

Attachments:

- 1 N/A
- 2 _____
- 3 _____
- 4 _____
- 5 _____

Staff Contact:

REVIEWED BY

County Manager _____
Clerk to the Board _____

County Attorney _____
ACM/Finance Director _____

**CARTERET COUNTY
Board of Commissioners**

Meeting Date:
1-Jun-20

Presenter:
Board



Agenda Item XII.

ITEM TO BE CONSIDERED

Title: Adjournment

Brief Summary:

If the Board of Commissioners approves of the agenda item as presented, the following motion(s) is (are) suggested:

Motion to adjourn.

BACKGROUND

Originating Department

Attachments:

- 1 N/A
- 2 _____
- 3 _____
- 4 _____
- 5 _____

Staff Contact:

REVIEWED BY

County Manager _____
Clerk to the Board _____

County Attorney _____
ACM/Finance Director _____