

**MINUTES  
BURKE COUNTY BOARD OF COMMISSIONERS  
PRE-AGENDA MEETING**

The Burke County Board of Commissioners held a pre-agenda meeting on Tuesday, November 5, 2024, at 3:00 p.m. in the County Board Room, Burke Services Building, 110 N. Green Street in Morganton, N.C. The meeting was streamed live on the County's YouTube channel, BurkeCountyNC, and it was broadcast on the local cable systems. The agenda, in its entirety, was posted to the County's website, [www.burkenc.org](http://www.burkenc.org), several days prior to the meeting as usual. Pursuant to Resolution No. 2024-17 adopted and effective on August 20, 2024, the Burke County Board of Commissioners conferred upon itself all the power, duties and responsibilities of the Board of Health and the Social Services Board. Those present were:

**COMMISSIONERS:**

Jeffrey C. Brittain, Chairman  
Scott Mulwee, Vice Chairman  
Randy Burns  
Johnnie W. Carswell  
Phil Smith

**STAFF:**

Brian Epley, County Manager  
Margaret Pierce, Finance Director/Deputy County Manager  
J.R. Simpson, II, County Attorney  
Kay Honeycutt Draughn, Clerk to the Board

**CALL TO ORDER**

Chairman Brittain called the meeting to order at 3:02 p.m.

**APPROVAL OF THE AGENDA**

**Motion: To approve the agenda as amended with the addition of Presentation No. 5 for a FEMA update and the removal of Consent No. 7 (BDI – IDF Natural Gas Project) due to insufficient information.**

|                |                                                                                     |
|----------------|-------------------------------------------------------------------------------------|
| <b>RESULT:</b> | <b>APPROVED [UNANIMOUS]</b>                                                         |
| <b>MOVER:</b>  | Scott Mulwee, Vice Chairman                                                         |
| <b>AYES:</b>   | Jeffrey C. Brittain, Scott Mulwee, Randy Burns, Johnnie W. Carswell, and Phil Smith |

**PRESENTATIONS****FEMA – HURRICANE HELENE UPDATE**

Fred Dolan, representing the Federal Emergency Management Agency (FEMA), reported that Hurricane Helene has impacted 40 counties. To date, 250,000 North Carolinians have registered for disaster assistance, with \$214,000 distributed through the program. In Burke County specifically, 11,900 individuals have registered for assistance, and \$9 million in aid has been provided to individuals, households, and families. Mr. Dolan emphasized that there is still time to register for assistance, with the current deadline set for November 27<sup>th</sup>, though discussions are underway to potentially extend it. He also outlined the various methods available for people to apply for assistance. The local disaster recovery center, where FEMA staff assist residents with applications and appeals, has served 1,100 residents so far, averaging 50–58 visitors daily.

Arleace Green, Public Affairs Specialist, U.S. Small Business Administration's Office of Disaster Recovery and Resilience, provided additional details about the available assistance programs. She explained there are two (2) programs: one (1) for physical damages and another for economic injury. To qualify for physical damage assistance, applicants must be homeowners, renters, landlords, business owners, or nonprofit organizations that have sustained physical damage. The deadline for this program is November 27, 2024. For economic injury assistance, applicants must be businesses or nonprofit organizations that have experienced a loss of revenue. Since it may take six (6) months or more for a business to realize the full impact, the deadline for this program is June 30, 2025.

Ms. Green highlighted the specific loan options available:

- Businesses can apply for loans up to \$2,050,000 with 12 months of no interest or payments.
- Homeowners can borrow up to \$550,000 without providing collateral.
- Renters can borrow up to \$150,000 without providing collateral.

Chairman Brittain then opened the floor for questions or comments. Hearing none, he moved to the next agenda item.

**RESULT: NO ACTION TAKEN.**

#### **SHERIFF - RECOGNITION OF DEPUTY DUSTIN MCKINNEY FOR THE ADVANCED LAW ENFORCEMENT CERTIFICATE**

Sheriff Hinceman requested recognition and congratulation of Deputy Dustin McKinney for receiving the prestigious "Advanced Law Enforcement Certificate" from the North Carolina Sheriff's Education and Training Standards Commission at the regular meeting. Further, he explained that this is awarded based on years of service, education and training.

Chairman Brittain opened the floor for questions or comments; there being none, this item was moved without objection to the next meeting.

**RESULT: MOVED WITHOUT OBJECTION TO THE NEXT MEETING ON NOVEMBER 19, 2024, AT 6:00 P.M.**

#### **EMS - RECOGNITION OF EMPLOYEES FOR LIFE SAVING (PLACE HOLDER)**

Brian Epley, County Manager, relayed that James Robinson, EMS Director, will present a request to recognize several EMS staff members at the regular meeting for their exemplary lifesaving actions during recent emergency incidents. These dedicated individuals responded swiftly and skillfully to critical situations, providing essential medical care that resulted in positive outcomes for patients in urgent need.

Chairman Brittain opened the floor for questions or comments; there being none, this item was moved without objection to the next meeting.

**RESULT: MOVED WITHOUT OBJECTION TO THE NEXT MEETING ON NOVEMBER 19, 2024, AT 6:00 P.M.**

#### **HEALTH - WIC USDA BREASTFEEDING AWARD**

Kristi Shuping, WIC Director, provided an overview of the Women, Infants, and Children (WIC)

program, a supplemental nutrition program aimed at supporting income-eligible pregnant women, postpartum women, infants, and children up to age five (5). The program includes a nutrition education component, access to healthy foods, and breastfeeding support. In fiscal year 2024, WIC recipients in Burke County redeemed \$1.8 million in benefits.




## Burke County Public Health WIC Program awarded the Gold Breastfeeding Award of Excellence of 2024

- Awarded by the USDA for outstanding support to breastfeeding mothers.
- 1 of 7 WIC programs out of 89 in North Carolina recognized.
- Reflects the team's dedication to breastfeeding education and healthy outcomes for mothers and babies.



Tamika Hayes presents Burke County's WIC Staff with the 2024 Gold Breastfeeding Award of Excellence (From Left to Right) Back row: Advisory Board Chair Isaac Crouch, Processing Assistant/Vendor Coordinator Bernice Soine, WIC Program Specialist Tamika Hayes, County Manager Brian Epley, Chairman Jeffrey Brittain, Program Assistant Ruth Jimenez. Front row: Nutritionist Mark Osorio, Foreign Language Interpreter Irma Sepetz, Nutritionist/Breastfeeding Peer Counselor Choua Xiong, WIC Director Kristi Shuping, Nutritionist Michelle Nave, and Program Assistant Melaine Byrd.

Chairman Brittain opened the floor for questions or comments; there being none, this item was moved without objection to the next meeting.

**RESULT:    MOVED WITHOUT OBJECTION TO THE NEXT MEETING ON NOVEMBER 19, 2024, AT 6:00 P.M.**

### **HEALTH - DR. SARAH MORROW HEALTH DEPARTMENT OF THE YEAR AWARD**

Danny Scalise, Health Director, reported that Burke County Public Health was awarded the Dr. Sarah Morrow Health Department of the Year. This award is given to health departments that have demonstrated outstanding and exemplary health initiatives and programs. UNC School of Public Health submitted the nomination, citing work on substance use as well as the academic practice at the Burke County Health Department. The winners are also awarded a prize of \$1,000.

Chairman Brittain opened the floor for questions or comments; there being none, this item was moved without objection to the next meeting.

**RESULT:    MOVED WITHOUT OBJECTION TO THE NEXT MEETING ON NOVEMBER 19, 2024, AT 6:00 P.M.**

### **HEALTH - W.C. WOODWARD AWARD**

Danny Scalise, Health Director, reported he had been honored with the 2024 W.C. Woodward Award from the American Public Health Association (APHA). Presented during the 2024 APHA

Conference in Minneapolis, Minnesota, this prestigious award recognizes a member who has demonstrated exceptional leadership in advancing health administration practices, contributed significantly to management, and provided outstanding service to the Health Administration Section of Public Health.




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## Danny Scalise is the 2024 recipient of the W.C. Woodward Award from the American Public Health Association

- Awarded by the American Public Health Association at the 2024 APHA Conference in Minneapolis, Minnesota
- Recognizes a member who has advanced the practice of health administration through outstanding leadership, contributions management, and provided significant service to the Health Administration section of Public Health





Chairman Brittain opened the floor for questions or comments; there being none, this item was moved without objection to the next meeting.

**RESULT:     MOVED WITHOUT OBJECTION TO THE NEXT MEETING ON NOVEMBER 19, 2024, AT 6:00 P.M.**

### **BOC - PROCLAMATIONS HONORING COMMISSIONERS CARSWELL & MULWEE FOR PUBLIC SERVICE**

Chairman Brittain announced that the following proclamations honor Commissioner Johnnie W. Carswell's public service from 2011 - 2024 and Commissioner Scott Mulwee's public service from 2017-2024. All citizens are encouraged to express appreciation for their dedicated service in Burke County and at the state and national levels.

#### PROCLAMATION HONORING COMMISSIONER JOHNNIE W. CARSWELL FOR HIS DISTINGUISHED SERVICE

WHEREAS, Johnnie W. Carswell has honorably and faithfully served the citizens of Burke County as a member of the Burke County Board of Commissioners from 2011 to 2024, contributing 13 years of dedicated public service to our community; and

WHEREAS, during his tenure, Commissioner Carswell served with distinction as Chairman of the Burke County Board of Commissioners for four years, guiding the board with vision, integrity,

and leadership, and as Vice Chairman for four years, demonstrating a commitment to collaboration and effective governance; and

WHEREAS, Commissioner Carswell has been a steadfast advocate for the health and well-being of Burke County residents, playing an instrumental role on the 5-5-5 Committee for Opioid Response, working tirelessly to combat the opioid crisis and to promote recovery, support, and hope for affected individuals and families; and

WHEREAS, his dedication to public service extended beyond Burke County, as Commissioner Carswell served as President of the North Carolina Association of County Commissioners for 2023-2024, representing the interests of counties across our great state and advocating for policies that benefit local communities; and

WHEREAS, throughout his years of service, Commissioner Carswell has been a champion for responsible governance, economic growth, public safety, and improving the quality of life for all Burke County citizens, while maintaining a spirit of collaboration and respect with colleagues and constituents alike; and

WHEREAS, his exemplary leadership, commitment to public service, and tireless work ethic have earned him the respect and admiration of his fellow board members, county staff, and the people of Burke County.

NOW, THEREFORE, BE IT PROCLAIMED, that the Burke County Board of Commissioners hereby honors and recognizes Johnnie W. Carswell for his exceptional service to the citizens of Burke County, expresses its deepest gratitude for his outstanding contributions, and wishes him the very best in his future endeavors.

PROCLAMATION HONORING COMMISSIONER SCOTT MULWEE  
FOR HIS SERVICE TO BURKE COUNTY

WHEREAS, Scott Mulwee has served the citizens of Burke County with dedication and distinction as a member of the Burke County Board of Commissioners from 2017 to 2024, demonstrating a commitment to public service and the betterment of our community; and

WHEREAS, during his time on the board, Commissioner Mulwee provided strong leadership, serving as Chairman of the Burke County Board of Commissioners for two years and as Vice Chairman for four years, fostering collaboration and effective decision-making for the benefit of all Burke County citizens; and

WHEREAS, Commissioner Mulwee has been a tireless advocate for public safety and fiscal responsibility locally and statewide, contributing to the success of the NC Association of County Commissioners' Risk Pool as a Trustee, where his work helped to protect the financial and legal interests of counties across the state; and

WHEREAS, he has shown exceptional leadership and dedication to education, serving as President of the Western Piedmont Community College Board of Trustees, where his efforts have supported the college's mission of providing high-quality education and opportunities for the residents of Burke County; and

WHEREAS, Commissioner Mulwee has also demonstrated a passion for promoting economic growth and tourism in Burke County, by serving on the Tourism Development Authority, where his work has helped to highlight our county's natural beauty, attractions, and vibrant culture; and

WHEREAS, his years of service have earned him the admiration and respect of his colleagues, county staff, and the citizens he has served, leaving a lasting legacy of commitment, leadership, and integrity.

NOW, THEREFORE, BE IT PROCLAIMED, that the Burke County Board of Commissioners hereby honors and recognizes Scott Mulwee for his outstanding public service to the citizens of Burke County and expresses its sincere appreciation for his dedication and contributions to the betterment of our community.

Chairman Brittain opened the floor for questions or comments; there being none, this item was moved without objection to the next meeting.

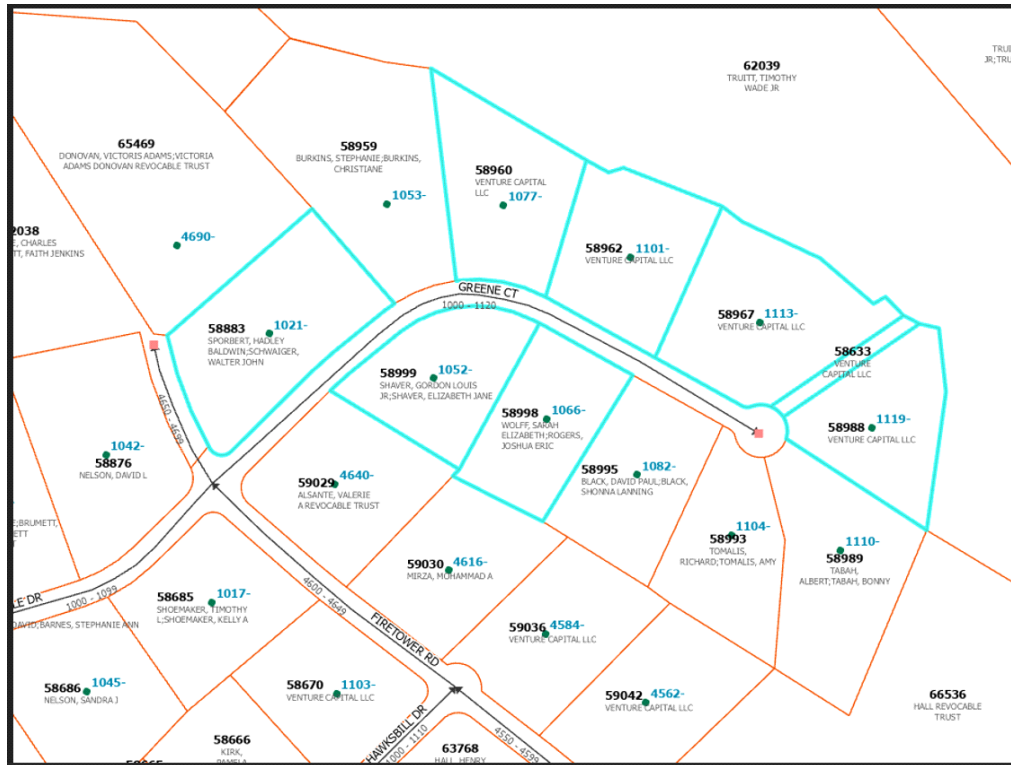
|                                                                                                      |
|------------------------------------------------------------------------------------------------------|
| <b>RESULT:    MOVED WITHOUT OBJECTION TO THE NEXT MEETING ON NOVEMBER<br/>19, 2024, AT 6:00 P.M.</b> |
|------------------------------------------------------------------------------------------------------|

## **SCHEDULED PUBLIC HEARINGS**

### **IT - ORDINANCE CHANGING ROAD NAME & SCHEDULED PUBLIC HEARING - 6:00 P.M.**

Scott Black, IT Director, reported that in July of 2024, GIS staff identified that two (2) streets share the name Greene Court. One (1) is in Glen Alpine, encompassing four (4) houses with a 100-block range. The other is in the Hawksbill subdivision off NC 126, with a 1,000-block range. According to tax records, all 11 lots in the Hawksbill subdivision are currently vacant. On August 24, 2024, letters were sent to the property owners in Hawksbill proposing the street name be changed to Green Mountain Court. Eight (8) of the eleven (11) property owners or 72.7% agreed to the suggested change. Staff believe that renaming this road will eliminate potential confusion for emergency responders, USPS and other delivery services. To change the road name, N.C.G.S. § 153A-239.1(a) requires a public hearing be held and an ordinance adopted by the Board of Commissioners.

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The draft ordinance, as set forth in the agenda packet, is hereby incorporated into the meeting minutes by reference.

Chairman Brittain opened the floor for questions or comments. Mr. Black responded to a clarifying question from Commissioner Burns. There being nothing further, Chairman Brittain moved to the next agenda item.

**RESULT: MOVED WITHOUT OBJECTION TO THE NEXT MEETING ON NOVEMBER 19, 2024, AT 6:00 P.M.**

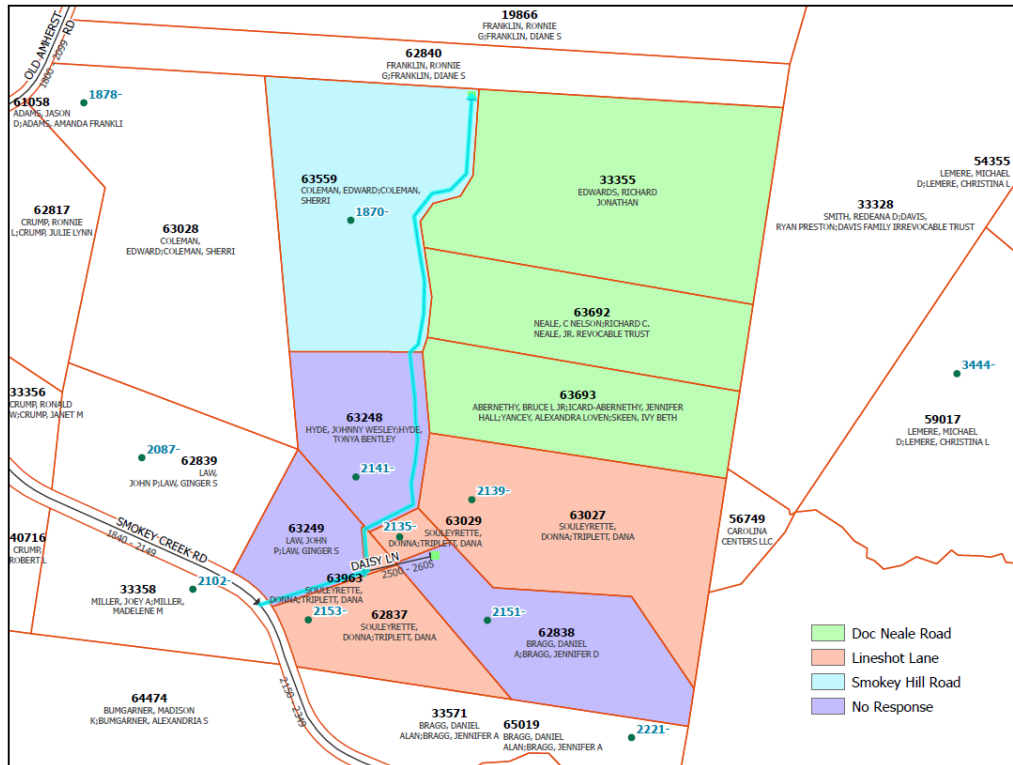
### **IT - ORDINANCE NAMING AN UNNAMED ROAD & SCHEDULED PUBLIC HEARING - 6:00 PM**

Scott Black, IT Director, reported that in September of 2024, GIS staff identified an unnamed private road that has been developing through several exempt subdivisions from 2016 to 2019. Refer to plats: 45-25, 46-23, 46-127, 46-195, 49-66, 50-15, and 52-17. Earlier this summer, the County received a request to subdivide a parcel off this private road into three (3) lots, approving the proposed name Daisy Lane for that future road. Staff is proposing to name the private Right-of-Way that runs from Smokey Creek Road to the north end of the properties. On September 12, 2024, letters were sent to all property owners along this right-of-way, soliciting suggestions for names and the following suggestions were received:

- Smokey Hill Road - 1 parcel
- Doc Neale Road - 3 parcels
- Lineshot Lane - 3 parcels

Three (3) property owners did not respond to the letter. Each of the suggestions is available to be used as the road name. There is only one (1) active household on this road at 2141 Smokey

Creek Road, owned by Johnny and Tonya Hyde, who did not respond to the letter. Staff believe that naming this road will facilitate further development and eliminate potential confusion for emergency responders, USPS, and other delivery services. To name the road, N.C.G.S. § 153A-239.1(a) requires a public hearing be held and an ordinance adopted by the Board of Commissioners.



The draft ordinance, as set forth in the agenda packet, is hereby incorporated into the meeting minutes by reference.

Chairman Brittain opened the floor for questions or comments; there being none, this item was moved without objection to the next meeting.

**RESULT: MOVED WITHOUT OBJECTION TO THE NEXT MEETING ON NOVEMBER 19, 2024, AT 6:00 P.M.**

## CONSENT AGENDA

### WPCC - PROCLAMATION NATIONAL APPRENTICESHIP WEEK

As Dr. Joel Welch, President of WPCC, was unable to attend to present this item, Chairman Brittain noted that the relevant information was included in the agenda packet for the Board's review. He then asked if there were any questions from the Board. With no questions raised, the item was moved to the next meeting without objection.

Information from the agenda packet:

National Apprenticeship Week (NAW) is a nationwide celebration established by the U.S. Department of Labor where industry, labor, workforce, education,

and government leaders host events to showcase and promote high-quality, in-demand career pathway opportunities through Registered Apprenticeship. Additionally, NAW provides apprentices with a platform to share their apprenticeship experience and how it has transformed their lives. This is the 10<sup>th</sup> annual NAW, and the theme is "National Apprenticeship Week 2024: Celebrating 10 Years of Engagement, Expansion, and Innovation." This theme reflects the transformative power of RA and its ability to bring together key national, regional, state, and local stakeholders across the country to meet critical workforce needs.

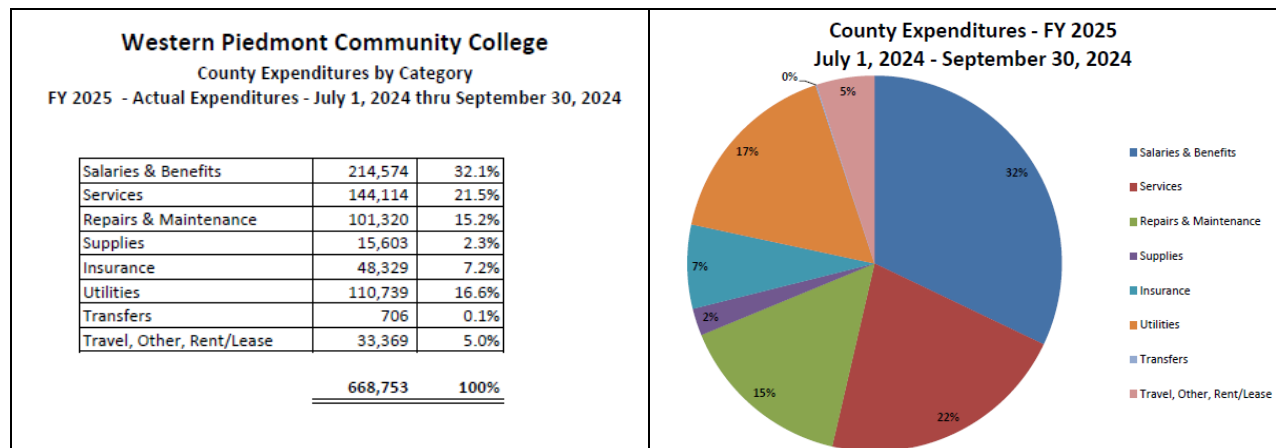
Note: The draft proclamation is hereby incorporated into the meeting minutes by reference.

**RESULT: MOVED WITHOUT OBJECTION TO THE NEXT MEETING ON NOVEMBER 19, 2024, AT 6:00 P.M.**

### WPCC – PRESENTATION OF FINANCIAL DATA FOR THE PERIOD ENDING SEPT. 30, 2024

Monica Arney, Controller, WPCC, presented an overview of the College's financial data for the period ending September 30, 2024. The highlights of the report were as follows:

| WESTERN PIEDMONT COMMUNITY COLLEGE<br>FY 2024-2025 SUMMARY AS OF SEPTEMBER 30, 2024 |            |            |            |           |         |           |               |           |           |
|-------------------------------------------------------------------------------------|------------|------------|------------|-----------|---------|-----------|---------------|-----------|-----------|
|                                                                                     | STATE      |            |            | COUNTY    |         |           | INSTITUTIONAL |           |           |
| Summary of Revenues                                                                 | BUDGET     | ACTUAL     | REMAINING  | PGLT      | ACTUAL  | REMAINING | BUDGET        | ACTUAL    | REMAINING |
| State Appropriations                                                                | 16,857,464 | 3,950,623  |            |           |         |           |               |           |           |
| Add. Allocations (detail below)                                                     | 28,406     |            |            |           |         |           |               |           |           |
| County Appropriations                                                               |            |            |            | 3,046,882 | 761,720 |           |               |           |           |
| Rent & Interest Income                                                              |            |            |            | 13,500    | 6,812   |           |               |           |           |
| Institutional Funds                                                                 |            |            |            |           |         |           | 6,704,572     | 2,906,268 |           |
| Total Budgeted Revenues                                                             | 16,885,870 | 3,950,623  | 12,935,247 | 3,060,382 | 768,533 | 2,291,849 | 6,704,572     | 2,906,268 | 3,798,304 |
| Summary of Expenditures                                                             |            |            |            |           |         |           |               |           |           |
| Institutional Support                                                               | 2,962,260  | 955,191    | 32%        | 269,183   | 73,050  | 27%       | 258,740       | 5,963     | 2%        |
| Curriculum Instruction                                                              | 7,681,035  | 1,639,642  | 21%        |           |         |           | 594,000       | 227,255   | 38%       |
| Non Curriculum Instruction                                                          | 2,386,324  | 490,007    | 21%        |           |         |           | 251,000       | 26,572    | 11%       |
| Academic Support                                                                    | 1,566,451  | 328,459    | 21%        |           |         |           | 500           | -         | 0%        |
| Student Support                                                                     | 1,593,148  | 351,295    | 22%        |           |         |           | 831,500       | 285,865   | 34%       |
| Plant Operations & Maint.                                                           |            |            |            | 2,791,199 | 595,703 | 21%       |               |           |           |
| Proprietary / Other                                                                 |            |            |            |           |         |           | 977,214       | 399,969   | 41%       |
| Student Aid                                                                         |            |            |            |           |         |           | 3,791,618     | 1,988,618 | 52%       |
| Capital Outlay (excluding Capital Improvements)                                     | 696,652    | 134,707    | 19%        |           |         |           |               |           |           |
| Total Budgeted Expenditures                                                         | 16,885,870 | 3,899,301  | 12,986,569 | 3,060,382 | 668,753 | 2,391,629 | 6,704,572     | 2,934,242 | 3,770,330 |
|                                                                                     | 23.1%      | 76.9%      |            | 21.9%     | 78.1%   |           | 43.8%         | 56.2%     |           |
| Current Operating Cash - Current                                                    | -          | 51,322     |            | -         | 99,780  |           | -             | (27,974)  |           |
| ADDITIONAL FUNDING DESIGNATED FOR APPROVED PROJECTS                                 |            |            |            |           |         |           |               |           |           |
| Customized Training Projects                                                        | 38,880     |            |            |           |         |           |               |           |           |
| ApprenticeshipPNC reversion                                                         | (10,474)   |            |            |           |         |           |               |           |           |
|                                                                                     |            |            |            |           |         |           |               |           |           |
|                                                                                     |            |            |            |           |         |           |               |           |           |
|                                                                                     |            |            |            |           |         |           |               |           |           |
|                                                                                     |            |            |            |           |         |           |               |           |           |
|                                                                                     |            |            |            |           |         |           |               |           |           |
| Total Other                                                                         | 28,406     |            |            |           |         |           |               |           |           |
| For Year Ending June 30, 2025                                                       |            |            |            |           |         |           |               |           |           |
| Total College Budget                                                                | \$         | 26,650,824 |            |           |         |           |               |           |           |
| Total Expenditures                                                                  | \$         | 7,502,296  | 28.2%      |           |         |           |               |           |           |
| Fund Balance: County Funds                                                          |            |            |            |           |         |           |               |           |           |
| Fund Balance, Beginning July 1, 2024                                                |            | 648,692    |            |           |         |           |               |           |           |
| Current Operating Cash                                                              |            | 99,780     |            |           |         |           |               |           |           |
| Current Fund Balance                                                                |            | 748,471    |            |           |         |           |               |           |           |
|                                                                                     |            | 25%        |            |           |         |           |               |           |           |



Chairman Brittain opened the floor for questions or comments. Ms. Arney responded to a question about contracting services from Commissioner Burns. There being nothing further, Chairman Brittain moved on to the next agenda item.

**RESULT: MOVED WITHOUT OBJECTION TO THE NEXT MEETING ON NOVEMBER 19, 2024, AT 6:00 P.M.**

#### **UW - PROCLAMATION DECLARING DEC. 3, 2024, AS "BURKE COUNTY NONPROFIT DAY" IN BURKE COUNTY**

Abigail Taylor, Marketing and Campaign Manager, Burke United Way, presented a proclamation declaring December 3, 2024, as "Burke County Nonprofit Day" (aka 1BurkeGives) which encouraged all citizens to recognize the positive impact nonprofit organizations have on the quality of life of the citizens of Burke County. This is the 5<sup>th</sup> annual event which began during the COVID pandemic as a way to give to charity during the lockdown.

Chairman Brittain opened the floor for questions or comments; there being none, this item was moved without objection to the next meeting.

Note: The draft proclamation is hereby incorporated into the meeting minutes by reference.

**RESULT: MOVED WITHOUT OBJECTION TO THE NEXT MEETING ON NOVEMBER 19, 2024, AT 6:00 P.M.**

#### **TDA - FINANCIAL UPDATE FOR THE PERIOD ENDING SEPT. 30, 2024**

Ed Phillips, CEO of the Tourism Development Authority (TDA), provided an update on the impact of Hurricane Helene on local tourism. Following the storm, 185 hospitality workers in Burke County were out of work. Since then, the situation has improved, with only 60 workers still displaced. Mr. Phillips anticipated this number will decrease further within the next couple of weeks. He noted that a recovery economy has emerged, resulting in high hotel occupancy. While there have been some complaints about room rates, a recent rate study confirmed that current rates are consistent with those from the previous year. Mr. Phillips also shared updates on park openings and closures, encouraging residents to visit the TDA's website for the most up-to-date information on park openings.

In accordance with Session Law 2007-265, HB 78, Mr. Phillips reported the receipts and

expenditures for the preceding quarter. TDA is in a healthy financial position and anticipates a strong winter season. This positive outlook is partly due to a new traffic pattern resulting from the closure of Highway 221, which has redirected traffic through Morganton, increasing exposure to the area.

| BURKE COUNTY TDA<br>BUDGET TO ACTUAL JULY 1, 2024-SEPTEMBER 30, 2024 |            |             |                      | BURKE COUNTY TDA<br>September 30, 2024 |                 |
|----------------------------------------------------------------------|------------|-------------|----------------------|----------------------------------------|-----------------|
|                                                                      | Budget     | Actual      | Available<br>Balance |                                        |                 |
| <b>Income</b>                                                        |            |             |                      | <b>Assets</b>                          |                 |
| 4010 - Burke Co. Govt. - Occup. Tax                                  | \$ 850,000 | 90,641.72   | \$ 759,358.28        | 1014 First Citizens Bank               | \$ 357,572.20   |
| 4110 - Interest Income                                               | \$ -       | 5,402.96    | \$ (5,402.96)        | 1015 NC Capital MGMT Account           | \$ 414,496.96   |
| 4120 - Miscellaneous                                                 | \$ 50,000  | 213.05      | \$ 49,786.95         | Total Checking                         | \$ 772,069.16   |
| 5000 - Trolley Revenue                                               | \$ 25,000  | 4,773.24    | \$ 20,226.76         |                                        |                 |
| Total Income                                                         | \$ 925,000 | 101,030.97  | \$ 823,969.03        |                                        |                 |
| <b>Expense</b>                                                       |            |             |                      | <b>Liabilities</b>                     |                 |
| 5010 - Accounting/Audit                                              | \$ 8,500   | -           | \$ 8,500.00          | 2000 Accounts Payable                  | \$ 4,641.10     |
| 5020 - Marketing/Advertising                                         | \$ 225,000 | 77,235.80   | \$ 147,764.20        | 2050 City of Morganton - Payable       | \$ 61,068.23    |
| 5102 - Membership Dues                                               | \$ 2,500   | 570.00      | \$ 1,930.00          | 2075 Town of Valdese - Payable         | \$ 94,162.73    |
| 5109 - Building Maintenance                                          | \$ 4,800   | 1,300.00    | \$ 3,500.00          | 2100 Payroll Liabilities               | \$ -            |
| 5113 - City of Morganton/Tourism                                     | \$ 191,250 | 20,394.39   | \$ 170,855.61        | Total Liabilities                      | \$ 159,872.06   |
| 5115 - Town of Valdese/Tourism                                       | \$ 106,250 | 11,330.21   | \$ 94,919.79         |                                        |                 |
| 5117 - Bank Charges                                                  | \$ -       | 9.82        | \$ (9.82)            |                                        |                 |
| 5150 - Insurance                                                     | \$ 30,000  | 11,313.96   | \$ 18,686.04         | <b>Equity</b>                          |                 |
| 5180 - Office Supplies                                               | \$ 4,000   | 1,859.70    | \$ 2,140.30          | 3900 Retained Earnings                 | \$ 727,137.42   |
| 5200 - Payroll Expenses                                              | \$ 275,000 | 79,181.18   | \$ 195,818.82        | Net Income                             | \$ (114,940.32) |
| 5250 - Postage                                                       | \$ 1,000   | 252.68      | \$ 747.32            | Total Equity                           | \$ 612,197.10   |
| 5280 - Office Rent                                                   | \$ 30,000  | 7,500.00    | \$ 22,500.00         |                                        |                 |
| 5285 - Utilities                                                     | \$ 4,200   | 387.14      | \$ 3,812.86          |                                        |                 |
| 5290 - Telephone                                                     | \$ 7,000   | 1,753.41    | \$ 5,246.59          |                                        |                 |
| 5300 - Travel/Training                                               | \$ 20,500  | 1,068.62    | \$ 19,431.38         |                                        |                 |
| 5301 - Trolley Expenses                                              | \$ 15,000  | 1,679.04    | \$ 13,320.96         |                                        |                 |
| 5400 - Misc. Expense                                                 | \$ -       | 135.34      | \$ (135.34)          |                                        |                 |
| Total Expense                                                        | \$ 925,000 | 215,971.29  | \$ 709,028.71        | <b>Total Liabilities &amp; Equity</b>  | \$ 772,069.16   |
| Net Income                                                           | \$ -       | -114,940.32 | \$ 114,940.32        |                                        |                 |

Chairman Brittain opened the floor for questions or comments; there being none, this item was moved without objection to the next meeting.

**RESULT: MOVED WITHOUT OBJECTION TO THE NEXT MEETING ON NOVEMBER 19, 2024, AT 6:00 P.M.**

## BCPS - PRESENTATION OF FINANCIAL DATA FOR THE PERIOD ENDING SEPT. 30, 2024

Kieth Lawson, Chief Financial Officer, BCPS, in accordance with the Memorandum of Agreement approved by the County and the Board of Education, provided the County with quarterly financial reports for the 2024 - 2025 budget year and showed the application of the County's local funding.

This space is intentionally left blank.

| BCPS                |                       |                       |                      |                      |              |                      |
|---------------------|-----------------------|-----------------------|----------------------|----------------------|--------------|----------------------|
| Estimated Revenues  |                       |                       |                      |                      |              |                      |
| 2024/2025           |                       |                       |                      |                      |              |                      |
|                     | Annual                |                       | Sep YTD              |                      |              | % of Budget Received |
|                     | Previous              | Current Fest          | Previous             | Current              | % Change     |                      |
| State               | 92,712,082            | 94,566,324            | 19,787,571           | 21,633,729           | 9.3%         | 22.9%                |
| Federal             | 18,813,895            | 13,325,000            | 7,005,637            | 2,199,722            | -68.6%       | 16.5%                |
| Local               | 19,157,406            | 19,372,740            | 4,625,000            | 5,054,646            | 9.3%         | 26.1%                |
| Charter Schools     | 842,594               | 877,260               | 95,028               | 7,854                | -91.7%       | 0.9%                 |
| Fines & Forfeitures | 242,447               | 206,554               | 46,563               | 43,852               | -5.8%        | 21.2%                |
| Receivables         | 36,995                | 31,463                | 29,673               | 45,876               | 54.6%        | 145.8%               |
| Special Revenues    | 5,486,330             | 5,541,193             | 1,704,439            | 2,137,926            | 25.4%        | 38.6%                |
| <b>Total</b>        | <b>\$ 137,291,749</b> | <b>\$ 133,920,534</b> | <b>\$ 33,293,911</b> | <b>\$ 31,123,605</b> | <b>-6.5%</b> | <b>23.2%</b>         |

| BCPS                                         |                                |               |               |               |               |              |      |      |      |              |
|----------------------------------------------|--------------------------------|---------------|---------------|---------------|---------------|--------------|------|------|------|--------------|
| Local Financials by Purpose & Function Level |                                |               |               |               |               |              |      |      |      |              |
| 2024/2025                                    |                                |               |               |               |               |              |      |      |      |              |
|                                              |                                |               |               |               | '24/'25       |              |      |      |      |              |
|                                              | Expenses                       | '21/'22       | '22/'23       | '23/'24       | Budget        | 1st          | 2nd  | 3rd  | 4th  | Total        |
| 5XXX                                         | Regular Instructional Services | 5,647,012     | 5,521,972     | 8,342,293     | 8,215,648     | 912,307      |      |      |      | 912,307      |
| 6XXX                                         | Instructional Support          | 10,197,710    | 10,283,484    | 10,865,457    | 11,665,620    | 3,497,237    |      |      |      | 3,497,237    |
| 8XXX                                         | Other Governmental Units       | 759,694       | 692,840       | 895,393       | 1,095,489     | 26,928       |      |      |      | 26,928       |
| 4XXX                                         | Revenues Over/(Under)          | (170,801)     | 100,077       | 176,296       | (488,740)     | 715,756      |      |      |      | 715,756      |
| XXXX                                         | Grand Total                    | \$ 16,433,615 | \$ 16,598,373 | \$ 20,279,439 | \$ 20,488,017 | \$ 5,152,228 | \$ - | \$ - | \$ - | \$ 5,152,228 |
|                                              | % of Annual Budget             |               |               |               |               |              |      |      |      | 25.1%        |
|                                              | Revenue                        |               |               |               |               |              |      |      |      |              |
| 4110                                         | Burke County                   | 15,435,254    | 15,593,566    | 19,157,406    | 19,372,740    | 5,054,646    |      |      |      | 5,054,646    |
| 4110                                         | Charter Schools                | 613,951       | 709,442       | 842,594       | 877,260       | 7,854        |      |      |      | 7,854        |
| 4410                                         | Fines & Forfeitures            | 371,986       | 241,513       | 242,447       | 206,554       | 43,852       |      |      |      | 43,852       |
| 4493                                         | Schools' Receivables           | 12,424        | 53,852        | 36,995        | 31,463        | 45,876       |      |      |      | 45,876       |
| 44XX                                         | Grand Total                    | \$ 16,433,615 | \$ 16,598,373 | \$ 20,279,442 | 20,488,017    | 5,152,228    | -    | -    | -    | 5,152,228    |

Chairman Brittain opened the floor for questions or comments. Commissioner Carswell asked about the rising cost of school lunches and the number of students receiving free meals. Mr. Lawson clarified that both breakfast and lunch are provided free of charge to all Burke County students. He noted that food costs increase annually as stipulated in the contract, which is tied to the consumer price index. The contract for food services is scheduled to go out for bid in the coming months. Commissioner Burns inquired about federal reimbursements and meal pricing. Mr. Lawson explained that the cost per meal remains in a positive margin due to federal reimbursements. He also mentioned that the State of North Carolina is requiring BCPS to implement a spend-down plan, to use the excess funds; BCPS is reinvesting the revenue to enhance nutritional services.

With no further discussion, the item was moved forward without objection to the next meeting.

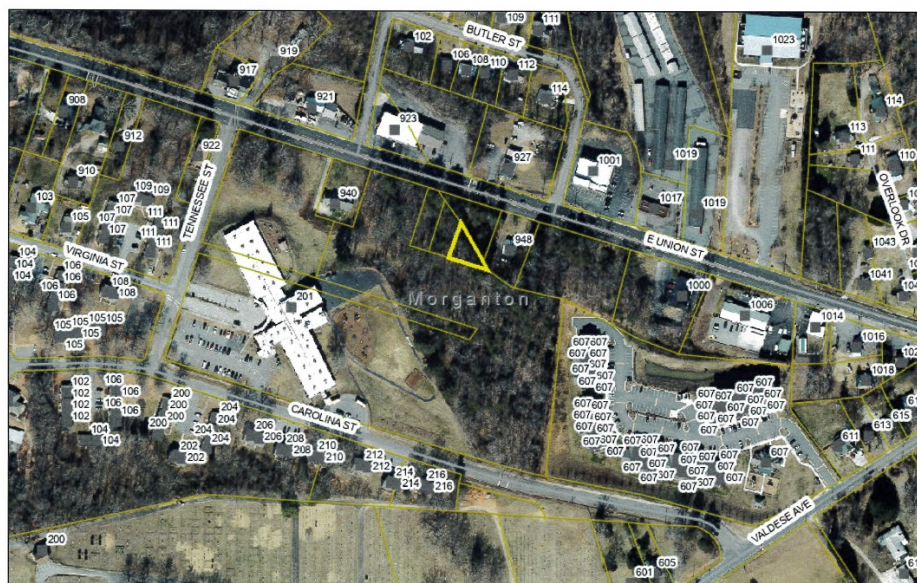
**RESULT: MOVED WITHOUT OBJECTION TO THE NEXT MEETING ON NOVEMBER 19, 2024, AT 6:00 P.M.**

#### **BOE - REJECTION OF OFFER TO PURCHASE SURPLUS PROPERTY**

Kieth Lawson, Chief Financial Officer, BCPS, relayed that on Monday, July 29, 2024, the Burke County Board of Education (BOE) held a special meeting and unanimously voted to adopt a

resolution to declare the property at 0 East Main Street (*sic* 0 East Union St.), Morganton, North Carolina, as surplus. Pursuant to N.C.G.S. § 115C-518:

"When in the opinion of any local board of education the use of any building site or other real property or personal property owned or held by the board is unnecessary or undesirable for public school purposes, the local board of education may dispose of such according to the procedures prescribed in General Statutes, Chapter 160A, Article 12...Provided, when any real property to which the board holds title is no longer suitable or necessary for public school purposes, the board of county commissioners for the county in which the property is located shall be afforded the first opportunity to obtain the property."



May 7, 2024

**Hillcrest Triangle**

Owner: BURKE CO BOARD OF EDUCATION  
PO DRAWER 989

MORGANTON, NC 28680  
Property 0 E UNION ST  
Address: MORGANTON 28655  
PROPERTY\_DESC

PIN: 2704700242  
PIN EXT: 000  
REID: 88  
Property Value: \$0  
Acreage: 0.11  
Deed Book: 000816  
Deed Page: 00686  
Deed Date: 11/15/1993 1:00:00 AM

0 220 440  
Feet  
1:2,787  
1 inch = 232 feet



Disclaimer: The information contained on this page is taken from aerial mapping, tax mapping, and public records and is NOT to be construed or used as a survey or legal description. Only a licensed professional land surveyor can legally determine precise locations, elevations, length and direction of a line, and areas.

The BOE has received interest from a private party in purchasing the parcel, therefore they are requesting the Burke County Board of Commissioners (BOC) to either accept or reject this offer to purchase the surplus property. Should the BOC choose not to pursue the property, the BOE intends to proceed with the bidding process.

Chairman Brittain opened the floor to discuss interest in the property; there being none, this item was moved without objection to the next meeting to reject the offer to purchase the real property.

**RESULT: MOVED WITHOUT OBJECTION TO THE NEXT MEETING ON NOVEMBER 19, 2024, AT 6:00 P.M.**

**BDI/CM - IDF NATURAL GAS PROJECT - BURKE BUSINESS PARK**

**RESULT: REMOVED FROM THE AGENDA.**

**CLERK - APPOINTMENT TO CHILD PROTECTION & CHILD FATALITY PREVENTION TEAM**

Kay Draughn, Clerk to the Board, reported due to a resignation, the appointment of James Robinson, EMS Director, to Seat No. 2 (EMS) on the Child Protection & Child Fatality Prevention Team is requested to complete the remainder of a term ending April 30, 2026. Further, due to retirement, the removal of Brandi Tolbert from Seat No. 7 is requested.

|   |          |   |                      |      |           |
|---|----------|---|----------------------|------|-----------|
| 2 | EMS      |   | Nicole Hudson        | A-UT | 6/15/2021 |
|   |          |   | 200 Avery Avenue     | R    | 4/18/2023 |
|   |          |   | Morganton NC 28655   | TE   | 4/30/2026 |
| 7 | At-large | 4 | Brandi Tolbert       | A-UT | 6/21/2022 |
|   |          |   | 100 Government Drive | R    |           |
|   |          |   | Newton, NC           | TE   | 4/30/2024 |

Chairman Brittain opened the floor for questions or comments; there being none, this item was moved without objection to the next meeting.

**RESULT: MOVED WITHOUT OBJECTION TO THE NEXT MEETING ON NOVEMBER 19, 2024, AT 6:00 P.M.**

**CLERK - COUNCIL ON AGING APPOINTMENTS & REMOVAL**

Kay Draughn, Clerk to the Board, reported the terms of appointment for Seats No. 1, 2, 5, 7, 9 and 11 on the Council on Aging end November 30, 2024. All applicants are seeking reappointment for another 3-year term ending Nov. 30, 2027, and have submitted their applications.

Pursuant to the CoA bylaws, any council member absent for three (3) consecutive meetings without an excuse shall be removed from the membership. Kimberly Wilson was reappointed to the CoA at the November 21, 2023, Board of Commissioners' regular meeting to Seat No. 10 for a three-year term ending November 30, 2026. Kimberly has not attended a CoA meeting this year; therefore, her removal is requested.

Chairman Brittain opened the floor for questions or comments; there being none, this item was moved without objection to the next meeting.

**RESULT: MOVED WITHOUT OBJECTION TO THE NEXT MEETING ON NOVEMBER 19, 2024, AT 6:00 P.M.**

**CM - AWARD CONTRACT FOR BROADBAND ACCESS RFP**

Hugh Sandoe, Budget & Performance Analyst, provided an overview of the broadband access initiative and the outcomes of the expansion request for proposals (RFP). Key highlights included:

# Broadband RFP Review

11.5.2024

## FY 24-25 Commissioners' Strategic Plan



### FOCUS AREA 1: COMMUNITY ADVANCEMENT

To invest in cultural capital and advancement strategies that promote participative governance that elevates a community to live, work and play – while also positioning Burke County as a community of choice.



### FOCUS AREA 2: ECONOMIC GROWTH & SUSTAINMENT

Promotion of Burke County as a business and economic center in the region through recruitment of new industry, creating a healthy business climate for existing businesses.



### FOCUS AREA 3: PUBLIC SAFETY & WELL BEING

To ensure the safety of our residents through efficient and effective public safety agencies.



### FOCUS AREA 4: FISCAL STEWARDSHIP

Pursuit of the high-performing organization model that ensures high quality, transparent and efficient use of public resources.



### FOCUS AREA 5: EMPLOYER OF CHOICE

To promote a professional value-based employee centric workplace that promotes innovation, performance, and integrity, and differentiation.

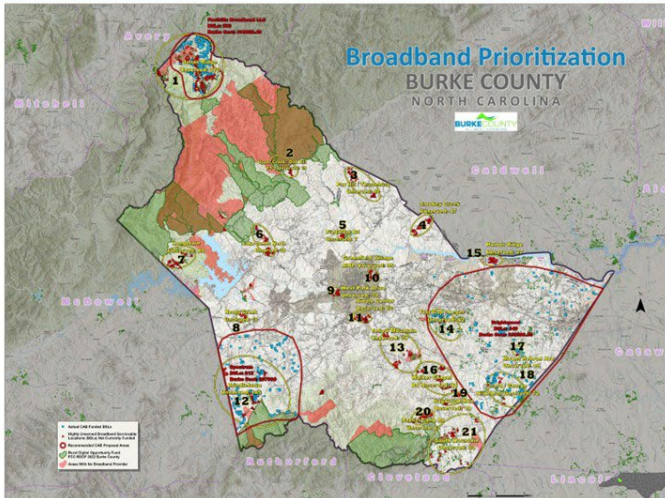


## Overview



- History
  - RDOF-Rural Digital opportunity Fund
  - Great Grant
  - CAB- Completing Access to Broadband
- Current- NC Directed Funding spending approval

## Background



- Actual CAB Funded BSLs
- ▲ Highly Unserved Broadband Serviceable Locations (BSLs) Not Currently Funded
- Recommended CAB Proposal Areas
- Rural Digital Opportunity Fund FCC RDOF 2022 Burke County
- Areas With No Broadband Provider

4

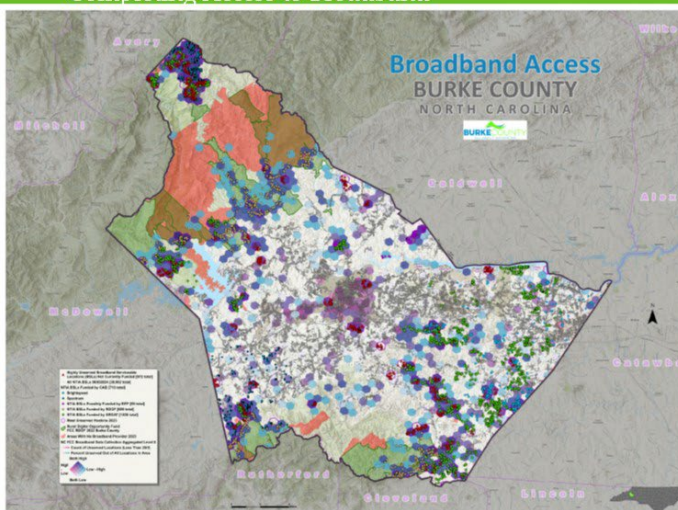
## Great Grant



- Started in 2023
- Funded using State ARPA Funding
- \$8M dollar state funding allocation to Burke
- 1816 Households served
- Installation complete by the end of 2025

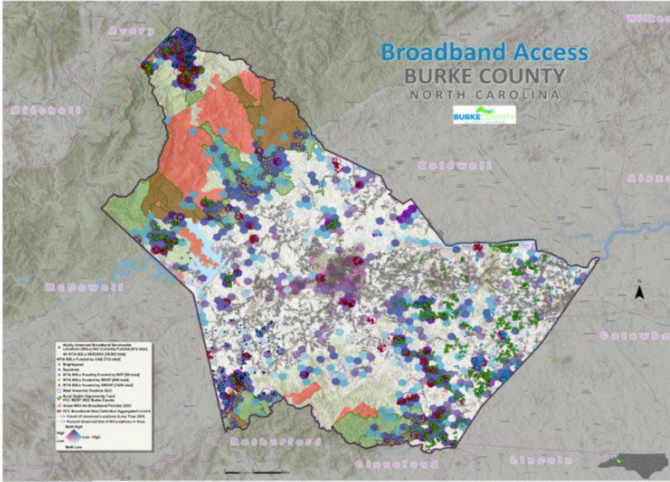
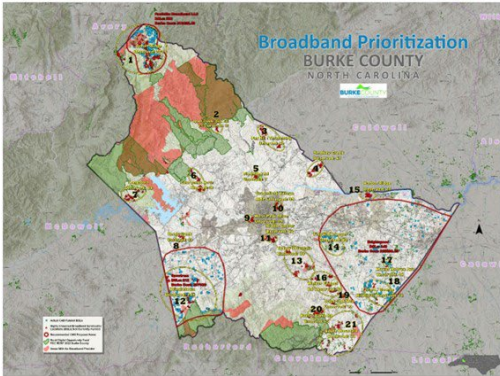
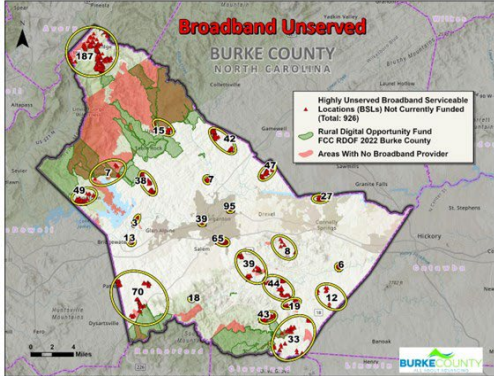
## CAB State Data Collection

Completing Access to Broadband



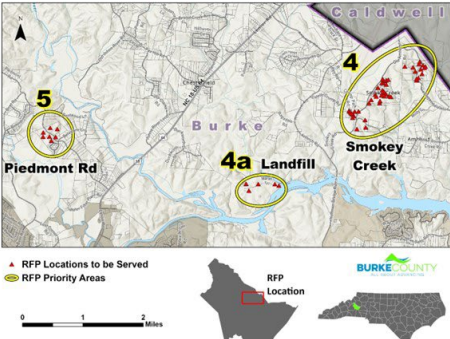
- State Rollout Prioritization

6

|                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                            |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <div>CAB</div> <div>BURKECOUNTY<br/>ALL ABOUT ADVANCING</div> <ul style="list-style-type: none"> <li>• Completing Access to Broadband</li> <li>• 60 grants awarded</li> <li>• Shared Cost between County, State, and Provider</li> <li>• \$3M state grant</li> <li>• 945 households in Burke County</li> <li>• Completion by 2026</li> </ul> | <div>NC Directed Funding</div> <div>BURKECOUNTY<br/>ALL ABOUT ADVANCING</div> <ul style="list-style-type: none"> <li>• \$350K directed funding</li> <li>• Discretionary for targeted areas</li> <li>• Identified areas with largest unserved and highest percentage unserved</li> <li>• Completed by April 2026</li> </ul> |
| <div>CAB State Data Collection</div> <div>Completing Access to Broadband</div> <div>BURKECOUNTY<br/>ALL ABOUT ADVANCING</div> <div>  </div> <ul style="list-style-type: none"> <li>• State Rollout Prioritization</li> </ul> <div>6</div>                  |                                                                                                                                                                                                                                                                                                                            |
| <div>CAB</div> <div>BURKECOUNTY<br/>ALL ABOUT ADVANCING</div> <ul style="list-style-type: none"> <li>• Completing Access to Broadband</li> <li>• 60 grants awarded</li> <li>• Shared Cost between County, State, and Provider</li> <li>• \$3M state grant</li> <li>• 945 households in Burke County</li> <li>• Completion by 2026</li> </ul> | <div>NC Directed Funding</div> <div>BURKECOUNTY<br/>ALL ABOUT ADVANCING</div> <ul style="list-style-type: none"> <li>• \$350K directed funding</li> <li>• Discretionary for targeted areas</li> <li>• Identified areas with largest unserved and highest percentage unserved</li> <li>• Completed by April 2026</li> </ul> |
| <div>BURKECOUNTY<br/>ALL ABOUT ADVANCING</div> <div>   </div> <div>9</div>                                                                                            |                                                                                                                                                                                                                                                                                                                            |

## RFP Responses





## Spectrum



|              | Area 3     | Area 4     | Area 4a    | Area 5    | Overall    |
|--------------|------------|------------|------------|-----------|------------|
|              | 286,112.00 | 391,490.00 | 170,440.00 | 34,461.00 | 882,503.00 |
| County 75%   | 214,584.00 | 293,617.50 | 127,830.00 | 25,845.75 | 661,877.25 |
| Provider 25% | 71,528.00  | 97,872.50  | 42,610.00  | 8,615.25  | 220,625.75 |

## Foothills Broadband



|              | Area 3     | Area 4     | Area 4a    | Area 5     | Overall    |
|--------------|------------|------------|------------|------------|------------|
|              | 302,202.86 | 281,662.78 | 103,503.69 | 128,209.00 | 815,578.33 |
| County 75%   | 226,652.15 | 211,247.09 | 77,627.77  | 96,156.75  | 611,683.75 |
| Provider 25% | 75,550.72  | 70,415.70  | 25,875.92  | 32,052.25  | 203,894.58 |

## Bid Award



Cost per household:

- Great Grant: \$4,405
- CAB: \$3,550
- NC Directed Funding: \$5,334

| Project Area | Provider  | County Cost  | Provider Cost | Households   |
|--------------|-----------|--------------|---------------|--------------|
| 4            | Foothills | \$211,247.09 | \$70,415.70   | 47           |
| 4a           | Foothills | \$77,627.77  | \$25,875.92   | 5            |
| 5            | Spectrum  | \$25,845.75  | \$8,615.25    | 7 + Landfill |
| Total        |           | \$314,720.60 | \$104,906.87  | 59           |

## Requested Action



• To approve, deny, or modify the awarding of the proposed contract:

- Foothills: \$273,937.23 for areas 4 and 4a
- Spectrum: \$25,845.75 for area 5

|               |                      |                     |
|---------------|----------------------|---------------------|
| <b>BID #:</b> | <b>Dated Posted:</b> | <b>Date Closed:</b> |
| 2024-0903     | 8/19/2024            | 9/3/2024            |

|                  |
|------------------|
| <b>PROJECT:</b>  |
| Broadband Access |

|                     |                 |                                                                                |
|---------------------|-----------------|--------------------------------------------------------------------------------|
| <b>Vendor:</b>      | <b>Contact:</b> | <b>Email:</b>                                                                  |
| Spectrum            | Joe Prater      | <a href="mailto:joe.prater@charter.com">joe.prater@charter.com</a>             |
| Foothills Broadband | Zachary Chiz    | <a href="mailto:zchiz@foothillsbroadband.net">zchiz@foothillsbroadband.net</a> |
| Brightspeed         | Rod Mischke     | <a href="mailto:rod.mischke@brightspeed.com">rod.mischke@brightspeed.com</a>   |

| Spectrum |            |            |            |           |            |
|----------|------------|------------|------------|-----------|------------|
|          | Area 3     | Area 4     | Area 4a    | Area 5    | Overall    |
|          | 286,112.00 | 391,490.00 | 170,440.00 | 34,461.00 | 882,503.00 |
| County   | 214,584.00 | 293,617.50 | 127,830.00 | 25,845.75 | 661,877.25 |
| Provider | 71,528.00  | 97,872.50  | 42,610.00  | 8,615.25  | 220,625.75 |

| Foothills Broadband |            |            |            |            |            |
|---------------------|------------|------------|------------|------------|------------|
|                     | Area 3     | Area 4     | Area 4a    | Area 5     | Overall    |
|                     | 302,202.86 | 281,662.78 | 103,503.69 | 128,209.00 | 815,578.33 |
| County              | 226,652.15 | 211,247.09 | 77,627.77  | 96,156.75  | 611,683.75 |
| Provider            | 75,550.72  | 70,415.70  | 25,875.92  | 32,052.25  | 203,894.58 |

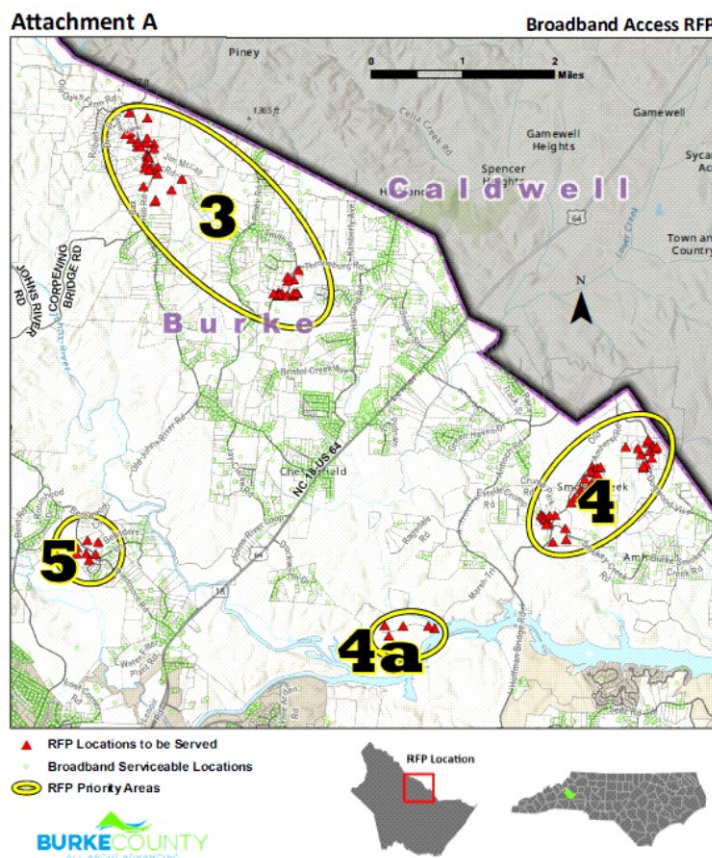
| Combined Areas 4 & 4a |            | Awarded All Projects |            |
|-----------------------|------------|----------------------|------------|
|                       | 366,349.64 |                      | 795,661.50 |
| County                | 274,762.23 | County               | 596,746.13 |
| Provider              | 91,587.41  | Provider             | 198,915.38 |

|                                                                                                                                                                                                                                                                                                                                    |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Recommendation</b>                                                                                                                                                                                                                                                                                                              |
| After review by the Broadband Subcommittee, the County recommends to award Area 4 & 4a to Foothills Broadband & Area 5 to Spectrum pending the final decision on awarding the projects will be made by the Board of Commissioners. Area 3 may be revisited at another time. Brightspeed submitted a notice of no intention to bid. |

Information from the agenda packet:

The County issued an RFP (Request for Proposals) on August 19, 2024, to solicit proposals from prequalified broadband providers to expand high-speed internet access to underserved and unserved locations across designated areas in Burke County. This RFP was aligned with North Carolina's Completing Access to Broadband (CAB) program, and it sought to partner with a broadband provider capable of constructing infrastructure to deliver internet speeds of at least 100 Mbps symmetrical to eligible areas. Two (2) bids were received and after a thorough review by the Broadband Subcommittee, staff recommend awarding a contract to Foothill Broadband for Areas 4 & 4a and to Spectrum for Area 5.



Chairman Brittain opened the floor for questions or comments. Vice Chairman Mulwee asked how many citizens would remain without broadband access after the current expansion. Mr. Sandoe explained that it would be more accurate to wait until the completion of the CAB (Completing Access to Broadband) expansion to determine that figure, as new access points might bring additional areas closer to service lines. He noted that the current expansion is expected to add broadband access to approximately 1,300 households.

Commissioner Carswell and Mr. Sandoe discussed the distinction between unserved and underserved areas. County Manager Brian Epley clarified that the county treats both unserved and underserved areas as equivalent for planning purposes and includes them in the total coverage count. He also expressed confidence that the County would achieve its goal of 90% broadband coverage upon completing the already funded expansions. Mr. Epley addressed a clarifying question from Commissioner Carswell regarding coverage.

Commissioner Burns inquired whether Hurricane Helene had caused any delays in the broadband expansion. Mr. Epley reported that no extension requests had been received. Spectrum remains on schedule, and while there have been no recent updates from Brightspeed since the storm, their latest quarterly report indicated they were on track.

With no further discussion, this item was moved forward without objection to the next meeting.

**RESULT: MOVED WITHOUT OBJECTION TO THE NEXT MEETING ON NOVEMBER 19, 2024, AT 6:00 P.M.**

**CM - CONTRACT WITH COGNITIVE CONNECTIONS (PLACE HOLDER)**

Brian Epley, County Manager, explained that Cognitive Connections, the primary service provider for the recovery court, was previously approved for funding under the Drug Court Program as part of Resolution 2024-22 during the October 15, 2024, Board of Commissioners' meeting. Mr. Epley recommended continuing services with this provider through the funding period and collecting detailed work performance data, which had previously been lacking. The analysis of the data will be presented during the 2025 annual budget retreat to inform discussions on long-term sustainability options for the recovery court. Mr. Epley stated that the contract with Cognitive Connections would be presented for the Board's consideration at the November 19, 2024, meeting.

Chairman Brittain opened the floor for questions or comments; there being none, this item was moved without objection to the next meeting.

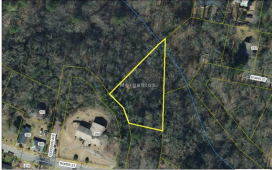
**RESULT: MOVED WITHOUT OBJECTION TO THE NEXT MEETING ON NOVEMBER 19, 2024, AT 6:00 P.M.**

**CM - CONSIDERATION OF OFFER TO PURCHASE COUNTY-OWNED PROPERTY - KOWAL**

Lucas Jackson, Budget & Performance Manager, presented two (2) parcels to surplus for the Board's consideration, highlights of which were as follows:

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                            |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <p><b>Surplus Property Offer</b></p> <p>11/05/2024</p>                                                                                                                                                                                                                                                                                 |
| <p><b>Overview of Process</b></p>  <ul style="list-style-type: none"> <li>• North Carolina General Statute 105-376(c)</li> <li>• County Attorney Accepts bid deposit</li> <li>• Advertise process             <ul style="list-style-type: none"> <li>• "Notice of Offer"</li> <li>• Any person may raise the bid by amount of \$750 or 5%</li> <li>• Ten (10) days from date of publication shall be allowed for upset bids</li> </ul> </li> <li>• Special Warranty Deed signed by County Attorney</li> </ul> |  <ul style="list-style-type: none"> <li>• 3218 Silver Creek Springs Dr Morganton</li> <li>• Zoned R-1</li> <li>• Acreage 0.53</li> <li>• Acquired 04/15/2010</li> <li>• Minimum Bid – \$2,480.07</li> <li>• Offer received - \$1,860</li> </ul>  |

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|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <div style="display: flex; justify-content: space-between; align-items: center;">  <div style="text-align: right;">  </div> </div> <ul style="list-style-type: none"> <li>• 0 Roper St Morganton</li> <li>• Zoned LID</li> <li>• Acreage 0.61</li> <li>• Acquired 3/22/2006</li> <li>• Minimum Bid – \$3,581.35</li> <li>• Offer received - \$2,960</li> </ul>  <p style="font-size: small;">Burke County, NC<br/>Parcel ID: 41153<br/>Area: 0.61 Acres<br/>Acquired: 3/22/2006<br/>Minimum Bid: \$3,581.35<br/>Offer Received: \$2,960</p> | <div style="display: flex; justify-content: space-between; align-items: center;">   </div> <p>Considerations</p> <ul style="list-style-type: none"> <li>• Accept bid and begin up-set bid process</li> <li>• Deny bid</li> </ul> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

#### Information from the agenda packet:

On Nov. 16, 2010, the County adopted a policy on selling surplus real property, which was subsequently updated on September 15, 2020. The newest version of the policy is included in the packet for reference. A minimum bid amount of \$2,480.07 was also approved by the Board in 2010 for the vacant property located on 3218 Silver Creek Springs Drive in Morganton (Record No. 41153) and the amount includes \$125 for advertising and \$500 for attorney fees.

Daniel Kowal wishes to purchase the surplus property owned by the County (Parcel ID# 41153) which is .54-acre in size. He has offered to pay \$1,860 for it. Later, he submitted a second offer to purchase in the amount of \$2,960 for "0 Roper Street", PIN # 2703095503.

In accordance with Section IV, Bid Exception, the Tax Assessor along with the County Attorney may request the Board to accept bids less than the minimum amount established if the Assessor and Attorney believe it is in the County's best interest.

The Tax Administrator believes it would be in the County's best interest to accept an offer less than the minimum bids of \$2,480.07 and \$3,581.35 as authorized by the Commissioners in 2010.

Both parcels are buildable sites. Both parcels have been owned by the county for many years and are not contributing tax revenue to the county. Selling these properties will put the land back on the tax rolls contributing tax revenue to the county budget.

Chairman Brittain opened the floor for questions or comments. Mr. Jackson responded to a few clarifying questions from Commissioner Burns. Brian Epley, County Manager, informed the Board that this was an interested party reaching out to the county and other than a website listing, there is no marketing done. There being no further discussion, this item was moved without objection to the following meeting.

**RESULT: MOVED WITHOUT OBJECTION TO THE NEXT MEETING ON NOVEMBER 19, 2024, AT 6:00 P.M.**

#### CM/TAX - APPROVAL OF REQUEST TO PURCHASE EAGLEVIEW SOFTWARE

Hugh Sandoe, Budget & Performance Analyst, provided an update on the aerial imaging request for qualifications (RFQ), highlights of which were as follows:

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <h3>FY 24-25 Commissioners' Strategic Plan</h3> <div> <div>  <p><b>FOCUS AREA 1: COMMUNITY ADVANCEMENT</b><br/>To invest in cultural capital and advancement strategies that promote participative governance that elevates a community to live, work and play – while also positioning Burke County as a community of choice.</p> </div> <div>  <p><b>FOCUS AREA 2: ECONOMIC GROWTH &amp; SUSTAINMENT</b><br/>Promotion of Burke County as a business and economic center in the region through recruitment of new industry, creating a healthy business climate for existing businesses.</p> </div> <div>  <p><b>FOCUS AREA 3: PUBLIC SAFETY &amp; WELL BEING</b><br/>To ensure the safety of our residents through efficient and effective public safety agencies.</p> </div> <div>  <p><b>FOCUS AREA 4: FISCAL STEWARDSHIP</b><br/>Pursuit of the high-performing organization model that ensures high-quality, transparent and efficient use of public resources.</p> </div> <div>  <p><b>FOCUS AREA 5: EMPLOYER OF CHOICE</b><br/>To promote a professional value-based employee-centric workplace that promotes innovation, performance, and integrity, and differentiation.</p> </div> </div> |             |           |                     |         |                      |        |                |       |                |     |                |    |             |   |       |                                                                                                                                                                       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-----------|---------------------|---------|----------------------|--------|----------------|-------|----------------|-----|----------------|----|-------------|---|-------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <h3>Overview</h3> <ul style="list-style-type: none"> <li>RFQ for Aerial Imaging</li> <li>Two bids received:             <ul style="list-style-type: none"> <li>EagleView Technology LLC</li> <li>Sanborn Map Company</li> </ul> </li> </ul>                                                                                                                                                                                                                                                      | <h3>Current and Future Timeline</h3> <ul style="list-style-type: none"> <li>Project Planning.....Spring 2024</li> <li>RFQ Issued..... September 6, 2024</li> <li>RFQ Closed.....September 20, 2024</li> <li>Contract Awarded.....November 19, 2024</li> <li>Fly-overs Completed....February 2025</li> <li>Project Completed.....March 2025</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |             |           |                     |         |                      |        |                |       |                |     |                |    |             |   |       |                                                                                                                                                                       |
| <h3>Oblique Advantage</h3>                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <h3>Recommended Vendor</h3> <ul style="list-style-type: none"> <li>RFQ prioritizes the most responsive bid</li> <li>One vendor is compatible with our tax software</li> <li>Three-year contract for \$44,761 annually</li> <li>References include:             <ul style="list-style-type: none"> <li>Guilford</li> <li>Cumberland</li> <li>Henderson</li> <li>Randolph</li> <li>Beaufort</li> </ul> </li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |             |           |                     |         |                      |        |                |       |                |     |                |    |             |   |       |                                                                                                                                                                       |
| <h3>Sketch Check</h3> <table border="1"> <thead> <tr> <th>Score</th> <th>Sketch Type</th> </tr> </thead> <tbody> <tr> <td>1,000,000</td> <td>Unable to Reference</td> </tr> <tr> <td>100,000</td> <td>Additional Buildings</td> </tr> <tr> <td>10,000</td> <td>Major Mismatch</td> </tr> <tr> <td>1,000</td> <td>Minor Mismatch</td> </tr> <tr> <td>100</td> <td>Undeterminable</td> </tr> <tr> <td>10</td> <td>No building</td> </tr> <tr> <td>1</td> <td>Match</td> </tr> </tbody> </table>  | Score                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Sketch Type | 1,000,000 | Unable to Reference | 100,000 | Additional Buildings | 10,000 | Major Mismatch | 1,000 | Minor Mismatch | 100 | Undeterminable | 10 | No building | 1 | Match | <h3>Requested Action</h3> <ul style="list-style-type: none"> <li>Approve, Deny, or Modify for proposed contract in response to RFQ-2024-0920 to Eagle View</li> </ul> |
| Score                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Sketch Type                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |             |           |                     |         |                      |        |                |       |                |     |                |    |             |   |       |                                                                                                                                                                       |
| 1,000,000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Unable to Reference                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |             |           |                     |         |                      |        |                |       |                |     |                |    |             |   |       |                                                                                                                                                                       |
| 100,000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Additional Buildings                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |             |           |                     |         |                      |        |                |       |                |     |                |    |             |   |       |                                                                                                                                                                       |
| 10,000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Major Mismatch                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |             |           |                     |         |                      |        |                |       |                |     |                |    |             |   |       |                                                                                                                                                                       |
| 1,000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Minor Mismatch                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |             |           |                     |         |                      |        |                |       |                |     |                |    |             |   |       |                                                                                                                                                                       |
| 100                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Undeterminable                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |             |           |                     |         |                      |        |                |       |                |     |                |    |             |   |       |                                                                                                                                                                       |
| 10                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | No building                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |             |           |                     |         |                      |        |                |       |                |     |                |    |             |   |       |                                                                                                                                                                       |
| 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Match                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |             |           |                     |         |                      |        |                |       |                |     |                |    |             |   |       |                                                                                                                                                                       |

Information from the agenda packet:

On September 6, 2024, Burke County began soliciting proposals for aerial imaging in preparation for the 2027 tax re-evaluation. The RFQ received two (2) bids. The Tax Office is requesting approval of the contract for Eagleview software. This software will provide high-resolution aerial imagery, which will improve the accuracy and efficiency of in-house property

assessments. The cost is \$44,461.25 per year over a 3-year period, totaling \$134,283.75.

| BID #:    | Dated Posted: | Date Closed: |
|-----------|---------------|--------------|
| 2024-0920 | 9/6/2024      | 9/20/2024    |

| PROJECT:                   |
|----------------------------|
| Oblique Aerial Imaging RFQ |

| Vendor:                      | Contact:      | Email:                                                                 |
|------------------------------|---------------|------------------------------------------------------------------------|
| Eagleview Technologies, Inc  | Joe Wilson    | <a href="mailto:joe.wilson@eagleview.com">joe.wilson@eagleview.com</a> |
| The Sanborn Map Company, Inc | John R Copple | <a href="mailto:lolive@sanborn.com">lolive@sanborn.com</a>             |
|                              |               |                                                                        |
|                              |               |                                                                        |

| Review Committee Recommendation                                                                                                                                                                                                                                 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| After reviewing both submission, project requirement 3.6 required that "imagery must integrate with NCPTS-Farragut tax software" and upon review the County feels that Eagleview would be able to provide this integration in a way that best suites the County |

While primarily used for tax re-evaluation, the software will also benefit other county departments, including GIS, public safety, and public works, enhancing mapping, emergency response, and infrastructure management. Approval of this request will ensure comprehensive, up-to-date property data and optimize interdepartmental collaboration. This request aligns with Focus Area 4: Fiscal Stewardship of the Commissioners' Strategic Plan for FY 24-25.

**Budgetary Effect:** There is no impact on the county's FY 24-25 budget. The funding for the remaining years of the contract will be included in the annual budgets for FY 26, FY 27 and FY 28.

Chairman Brittain opened the floor for questions or comments. In response to a question from Commissioner Burns, Mr. Sandoe confirmed that the images are compatible with the County's GIS system. Commissioner Burns then inquired about the potential impact on the next tax revaluation. Mr. Sandoe explained that this would save time, which is a significant benefit during the revaluation process. Additionally, Mr. Sandoe addressed several clarifying questions from Chairman Brittain regarding the contract and the scope of services provided. There being no further discussion, this item was moved without objection to the following meeting.

|                                                                                                  |
|--------------------------------------------------------------------------------------------------|
| <b>RESULT:    MOVED WITHOUT OBJECTION TO THE NEXT MEETING ON NOVEMBER 19, 2024, AT 6:00 P.M.</b> |
|--------------------------------------------------------------------------------------------------|

**FINANCE - CAPITAL PROJECT ORDINANCES FOR ANIMAL SHELTER & EMS BASE 1 / HQ**

Margaret Pierce, Finance Director / Deputy County Manager, stated that capital project ordinances are required for the new construction projects (Animal Shelter and EMS Base 1 / HQ) approved by the Board in October.

The draft ordinance reads as follows:

Animal Shelter & EMS Base 1  
Grant Project Budget Ordinance

BE IT ORDAINED by the Board of Commissioners of Burke County, that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby adopted:

Section 1. The project authorized is the construction of an Animal Shelter & EMS base funded by set aside reserves for this project.

Section 2. The officers of the County are hereby directed to proceed with the grant project within the budget contained herein.

Section 3. The following revenues are available to complete this project:

|                          |                     |
|--------------------------|---------------------|
| Capital Reserve Transfer | <u>\$14,590,000</u> |
| Total                    | <u>\$14,590,000</u> |

Section 4. The following amounts are appropriated for the project:

|                       |                     |
|-----------------------|---------------------|
| Construction          | \$13,605,000        |
| Professional Services | <u>\$985,000</u>    |
| Total                 | <u>\$14,590,000</u> |

Section 5. The Finance Director is hereby directed to maintain within the Project fund sufficient specific detailed accounting records as needed.

Section 6. Copies of this grant project budget ordinance shall be furnished to the Clerk to the Board, for direction in carrying out this project.

Chairman Brittain opened the floor for questions or comments; there being none, this item was moved without objection to the next meeting.

**RESULT:    MOVED WITHOUT OBJECTION TO THE NEXT MEETING ON NOVEMBER 19, 2024, AT 6:00 P.M.**

**TAX DEPT. - TAX COLLECTION REPORT FOR OCTOBER 2024**

John Bridgers, Tax Administrator, harkening back to an earlier question from Commissioner Burns, commented that the Eagleview software would decrease the staff needed to be hired to complete the next revaluation. Then he presented the following Tax Collection Report for October 2024:

| Category     | Amount Collected YTD | % Collected | Balance to Collect |
|--------------|----------------------|-------------|--------------------|
| Property Tax | \$36,638,301.05      | 66.87%      | \$18,154,877.95    |

|                    |                 |        |                 |
|--------------------|-----------------|--------|-----------------|
| Motor Vehicle Tax  | \$1,918,855.27  | 37.8 % | \$ 3,157,388.73 |
| Current Year Taxes | \$38,557,156.32 | 64.40% | \$21,312,266.68 |
| Delinquent Taxes   | \$291,125.89    | 41.59% | \$408,874.11    |
| Penalty & Interest | \$112,675.04    | 34.25% | \$216,324.96    |

The Tax Levy is the total property tax value not including motor vehicles times the tax rate. This amount changes monthly with the addition of discoveries, other changes, or corrections, and when Public Utility Values are added, typically during September.

| Category     | Tax Levy        | Amount Collected YTD | % Collected | Balance to Collect |
|--------------|-----------------|----------------------|-------------|--------------------|
| Property Tax | \$55,254,596.91 | \$36,638,301.05      | 66.3%       | \$18,616,295.86    |

Chairman Brittain opened the floor for questions or comments; there being none, this item was moved without objection to the next meeting.

**RESULT: MOVED WITHOUT OBJECTION TO THE NEXT MEETING ON NOVEMBER 19, 2024, AT 6:00 P.M.**

#### **TAX DEPT. - RELEASE REFUND REPORT FOR OCTOBER 2024**

John Bridgers, Tax Administrator, presented the Release Refund Report for October 2024 as follows:

| Tax System Refunds and Releases |                 |             |               |
|---------------------------------|-----------------|-------------|---------------|
| Report Amount                   | Rebilled Amount | Net Release | Refund Amount |
| \$70,526.01                     | \$19,452.32     | \$51,073.69 | \$1,924.79    |

| VTS Refunds Over \$100 |               |
|------------------------|---------------|
|                        | Refund Amount |
| VTS Adjustments        | \$613.80      |

\*Note: The net release amount is a result of the reported amount minus the rebilled amount.

Chairman Brittain opened the floor for questions or comments. Mr. Bridgers responded to a few questions from the Board about multi-year trailer tags. There being no further discussion, this item was moved without objection to the following meeting.

**RESULT: MOVED WITHOUT OBJECTION TO THE NEXT MEETING ON NOVEMBER 19, 2024, AT 6:00 P.M.**

#### **ITEMS FOR DECISION**

##### **CLERK - APPOINTMENTS / REAPPOINTMENTS TO BC PLANNING BOARD**

Kay Draughn, Clerk to the Board, reported September 30<sup>th</sup> is the term expiration date for the following members of the Burke County Planning Board: Beth Heile (Seat No. 1, East), Sara Chester (Seat No. 4, West), and Richard Evey, (Seat No. 6, West). Michael Cultrera (Seat No. 2, East) is no longer interested in serving on the Planning Board and Ms. Heile is not seeking

reappointment, but Ms. Chester is willing to serve another term. Mr. Evey has served on the Planning Board in Seat No. 6 (West) since August 21, 2018, and previously in Seat No. 7 (West - alternating) in December 16, 2014. Mr. Evey has served the maximum number of terms allowed and is to be commended for his 14 years of service to Burke County and its citizens.

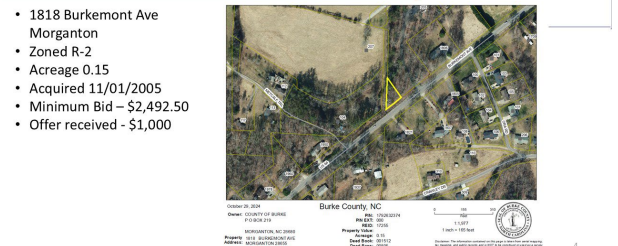
Applications on file include Luke Harrill, Tom Kenney, Horace Vance, Gregory Smith, Henry Beall and Damion Patton.

Chairman Brittain opened the floor for questions or comments; there being none, this item was moved without objection to the next meeting.

**RESULT: MOVED WITHOUT OBJECTION TO THE NEXT MEETING ON NOVEMBER 19, 2024, AT 6:00 P.M.**

### CM - CONSIDERATION OF SELLERS' OFFER TO PURCHASE COUNTY-OWNED PROPERTY

Lucas Jackson, Budget & Performance Manager, presented a parcel to surplus for the Board's consideration, highlights of which were as follows:

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                      |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|
|                                                                                                                                                                                                                                                                                                                                                                                                                            |   |
| <p><b>Overview of Process</b></p> <ul style="list-style-type: none"> <li>• North Carolina General Statute 105-376(c)</li> <li>• County Attorney Accepts bid deposit</li> <li>• Advertise process             <ul style="list-style-type: none"> <li>• "Notice of Offer"</li> <li>• Any person may raise the bid by amount of \$750 or 5%</li> <li>• Ten (10) days from date of publication shall be allowed for upset bids</li> </ul> </li> <li>• Special Warranty Deed signed by County Attorney</li> </ul> |  |
| <div style="display: flex; justify-content: space-between; align-items: center;">   </div> <p style="text-align: center; margin-top: 20px;"><b>Considerations</b></p> <ul style="list-style-type: none"> <li>• Accept bid and begin up-set bid process</li> <li>• Deny bid</li> </ul>                                                |                                                                                      |

Information from the agenda packet:

On Nov. 16, 2010, the County adopted a policy on selling surplus real property and was subsequently updated on September 15, 2020. The most recent version of the policy is included in the packet for reference. A minimum bid amount of \$2,492.50 was also approved by the Board in 2010 for the vacant property located on Burkemont Avenue in Morganton (Record No. 17255) and the amount includes \$125 for advertising and \$500 for attorney fees. Mr. Eddie Sellers wishes to purchase the surplus property owned by the County (Parcel ID# 17255) which is 0.15-acre in size. He has offered to pay \$1,000 for the lot. In accordance with Section IV, Bid Exception, the Tax Assessor along with the County Attorney may request the Board to accept a bid less than the minimum amount established if the Assessor and Attorney believe it is in the County's best interest.

The Tax Administrator believes it would be in the County's best interest to accept an offer less than the minimum bid of \$2,492.50 as authorized by the Commissioners in 2010.

This parcel is presently unbuildable due to its size. This parcel has been owned by the county for 17 years and is not contributing tax revenue to the county. Selling this property will put the property back on the tax rolls contributing tax revenue to the county budget.

Chairman Brittain opened the floor for questions or comments; After a request from County Manager Epley, Commissioner Burns asked if this item could be moved to the consent agenda at the regular meeting. The Board unanimously agreed.

|                                                                                                  |
|--------------------------------------------------------------------------------------------------|
| <b>RESULT:    MOVED WITHOUT OBJECTION TO THE NEXT MEETING ON NOVEMBER 19, 2024, AT 6:00 P.M.</b> |
|--------------------------------------------------------------------------------------------------|

## REPORTS

### DSS - MONTHLY OPERATIONAL REPORT FOR OCTOBER 2024

Korey Fisher-Wellman, DSS Director, introduced Amanda Grady, Assistant Social Services Director. Ms. Grady provided an update on the Disaster Supplemental Nutrition Assistance Program (DSNAP), which was implemented to assist the community following Hurricane Helene. The program offered aid to individuals who would not typically qualify for food assistance. Key highlights of her presentation were as follows:

This space is intentionally left blank.



## Burke County Department of Social Services-Disaster Supplemental Nutrition Assistance Program (D-SNAP)

### What is D-SNAP

► **Definition:**

- **DSNAP (Disaster Supplemental Nutrition Assistance Program):** A federal assistance program designed to provide food assistance to individuals and families affected by disasters.

► **Purpose:**

- To help citizens meet their nutritional needs when they face financial hardships due to disasters, such as hurricanes, floods, or wildfires.



### What is D-SNAP

► **Key Features:**

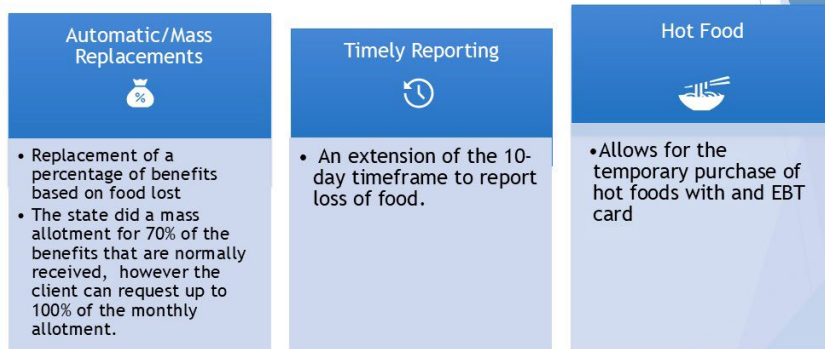
- Temporary support for eligible households.
- Provides benefits that can be used to purchase food items.
- Available in response to federally declared disasters.

► **Impact on Lives:**

- **Immediate Relief:** Offers critical support to those who have lost income and resources.
- **Food Security:** Ensures access to nutritious food during recovery.
- **Community Recovery:** Aids in rebuilding livelihoods by stabilizing food access.

## Disaster FNS Operations

The following SNAP waivers were given to assist ongoing households impacted by the disaster.



## D-SNAP Overview & Eligibility

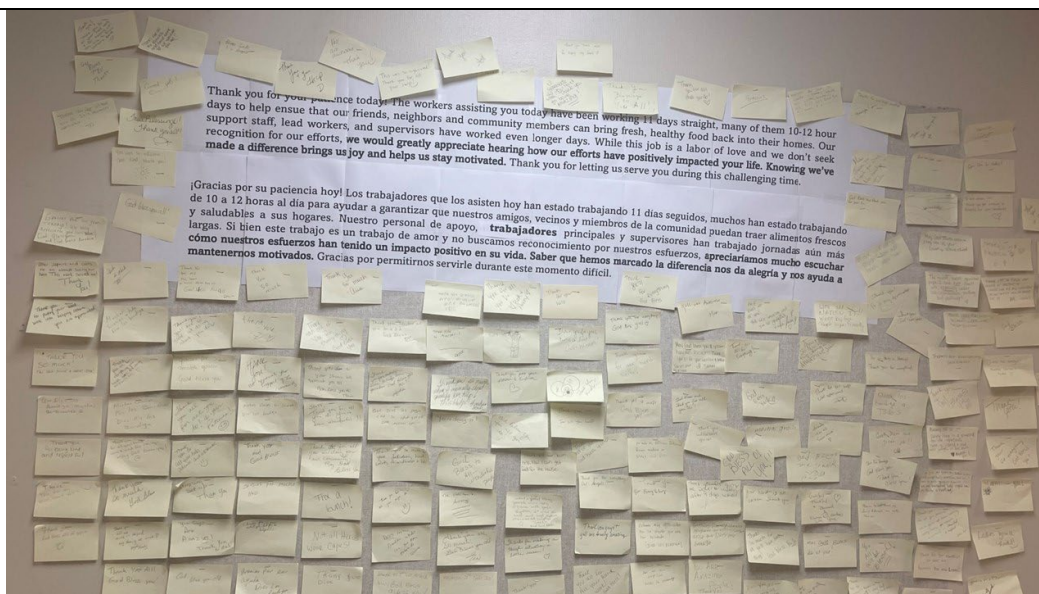
D-SNAP provides temporary food assistance for households affected by a natural disaster.



## Processing DSNAP Applications 10/18/2024-10/24/2024



- ▶ Individuals submit applications at designated location, online, or by phone
- ▶ Required documents include identification, proof of residency, and evidence of disaster impact.
- ▶ Staff conducted a preliminary review to ensure all necessary information is provided.
- ▶ Quick verification of eligibility criteria (income, residency, disaster-related losses).
- ▶ Approval/Denial:
- ▶ Applications are assessed, and decisions are made promptly.
- ▶ Applicants receive notification and benefit amounts.
- ▶ EBT cards were issued the same day and loaded within 3 days.



As of October 24, 2024, 1,417 online applications left to complete.

Originally scheduled for completion by the state call center.

Assistance Received:

Carteret, Beaufort, and Alamance counties were offering support to meet the extended deadline of November 1.

Statistics (as of 10/24/2024):

4,108 people came through the lobby door.

4,030 applications completed.

3,718 applications approved.

312 applications denied.

4,162 cards issued out of 5,000 available.

Numbers do not reflect online applications processed.

What we were  
able to do  
when  
teamwork is at  
it's best...



Note: The final slide of the presentation featured a video showcasing images from the in-person

DSNAP operation. This video is hereby incorporated into the meeting minutes by reference.

Mr. Fisher-Wellman reported the final numbers were: DSS processed 5,439 applications, saw over 6,000 people and put \$3.6 million into local economy.

Chairman Brittain opened the floor for questions or comments, then commended staff for their work in the DSNAP operation to aid the community. Brian Epley, County Manager, praised Mr. Fisher-Wellman, Ms. Grady, and Chazlyn Thomas, Social Work Program Administrator, for their efforts to aid in the post-Helene recovery.

**RESULT: NO ACTION TAKEN.**

#### **GENERAL SERVICES - MONTHLY OPERATIONAL REPORT (PLACE HOLDER)**

Mark Delehant, General Services Director, announced that he would present a departmental update at the regular meeting.

**RESULT: MOVED WITHOUT OBJECTION TO THE NEXT MEETING ON NOVEMBER 19, 2024, AT 6:00 P.M.**

#### **BOC – REPORTS AND COMMENTS**

Chairman Brittain asked Board members to submit their reports to the Clerk for inclusion in the regular agenda packet. He issued reminders for several upcoming meetings, community events, and county holiday closures, in addition to inviting youth groups to sign up to lead the Pledge of Allegiance at Commissioners' meetings.

Note: at the end of the meeting Brian Epley, County Manager, expressed gratitude to Morehead City and Craven County for all the help they have provided during the aftermath of Hurricane Helene. Morehead City also donated a knuckle boom truck to the County.

**RESULT: NO ACTION TAKEN.**

#### **OTHER DISCUSSION ITEMS - NONE**

#### **ACTION ITEMS**

##### **CM - ENGAGEMENT OF A PUBLIC ASSISTANCE FEMA CONSULTANT**

County Manager Epley reported that Burke County wished to acquire comprehensive disaster recovery management services. The selected contractor, working closely with and at the direction of County staff, will assist in strategically managing the project development and administration of any and all federal and / or state disaster programs related to declared emergencies Hurricane Helene. An RFP (Request for Proposal) was published to the County website on October 9, 2024. Responses were due on October 24, 2024, and interviews were conducted on October 28<sup>th</sup>. Ten responses were received. Formal action by the Burke County Board of Commissioners was requested at their November 5<sup>th</sup> pre-agenda meeting as permitted in the Board's Rules of Procedure for items that are time-sensitive in nature. The highlights of Mr. Epley's presentation were as follows:



**Disaster Recovery Services**

Burke County, NC

**Discussion Topics**



- Request for Qualifications – DR Consulting
- Review & Selection Process
- Recommended Firm
- Deployment Timeline
- Questions



## Project Steering Committee

**Incident Management Team (IMT)**

1. Mike Willis
2. Robert Bishop
3. Mark Delehant
4. Chris White
5. Margaret Pierce
6. Hugh Sandoe
7. James Robinson
8. Ashley Jarrett
9. Korey Fisher-Wellman
10. Ashley Baker
11. Mark Miller
12. Alex Rhoney
13. Alan Glines



**Disaster Recovery Steering Committee**

1. Brian Epley
2. Mike Willis
3. Margaret Pierce
4. Mark Delehant



## Project Goals and Deliverables

- 1.) Assist in Systems Development & Monitoring
  - Grant Applications
  - Identify Eligible Projects
  - Capture Costs
  - Expedite County Reimbursement
- 2.) Federal Reporting Compliance
  - Cost Reporting
  - Project Development, Reconciliation, and Close Outs
  - Federal Grants Portal
- 3.) Technical Assistance
  - Robert T. Stafford Disaster Relief and Emergency Assistance Act
  - Post-Katrina Emergency Management Reform Act of 2006
  - Sandy Recovery Improvement Act of 2013



FEMA Public Assistance Disaster Recovery Process



## FEMA Categories of Public Assistance

### Categories of Public Assistance Emergency Work Category

- A: Debris removal Category
- B: Emergency protective measures Permanent Work Category
- C: Roads and bridges Category
- D: Water control facilities Category
- E: Public buildings and contents Category
- F: Public utilities Category G
- G: Parks, recreation, and other facilities
- Z: Administrative cost



## FEMA Hazard Mitigation Grants: 404 and 406

### **Section 404 – Hazard Mitigation Grant Program**

- The 404 funding is used to provide protection to undamaged parts of a facility or to prevent or reduce damages caused by future disasters.
- The entire state - not just presidentially declared counties - may qualify for 404 mitigation projects.

### **Section 406 – Public Assistance Program**

- The 406 grant is managed by the State under funding provided for in the Stafford Act. Section 406 mitigation measures are funded under the Public Assistance, or Infrastructure, program (PA).
- The 406 funding provides discretionary authority to fund mitigation measures in conjunction with the repair of the disaster-damaged facilities, so is limited to declared counties and eligible damaged facilities.
- Section 406 is applied on the parts of the facility that were damaged by the disaster and the mitigation measure directly reduce the potential of future, similar disaster damages to the eligible facility.



## SCHEDULE

## RFP Timeline

This space is intentionally left blank.

## MILESTONE DATES

### RFP Response Timeline

The RFP process shall adhere to the following schedule.

| RFP Process                                | Date          | Time    |
|--------------------------------------------|---------------|---------|
| Advertise RFP                              | 10/09/2024    | 3:00 PM |
| Contractor's Written Questions Due         | 10/17/2024    | 3:00 PM |
| County Responses to Contractor's Questions | 10/18/2024    | 3:00 PM |
| RFP Due Date                               | 10/24/2024    | 3:00 PM |
| Interviews if necessary                    | 10/25 – 10/31 | TBD     |
| County Board Award                         | 11/5/2024     | 3:00 PM |



## QUESTIONS ?

### Board Recommended Action:

To approve a contract with DCMC Partners for comprehensive disaster recovery management services and authorize the County Manager to negotiate, finalize, and execute the contract on behalf of the Board, subject to review and/or revisions by the County Attorney.

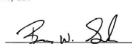
Budgetary Effect: N.A. Expenses related to Hurricane Helene are reimbursable.

Chairman Brittain opened the floor for questions or comments. Commissioner Burns expressed appreciation for the leadership during this time and told a story from 2013 when he served on the Board of Education. Chairman Brittain acknowledged the importance of drawing on outside help when in unfamiliar territory. There being no further discussion, he opened the floor for a motion.

**Motion: To approve a contract with DCMC for comprehensive disaster recovery management services and authorize the County Manager to negotiate, finalize and execute the contract on behalf of the Board, subject to review and/or revision by the County Attorney.**

**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Randy Burns, Commissioner  
**AYES:** Jeffrey C. Brittain, Randy Burns, Johnnie W. Carswell, Scott Mulwee and Phil Smith

The agreement reads as follows:

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        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| <p><b>DCMC PARTNERS</b><br/> <small>CONSULTANTS</small></p> <p align="center"><b>MASTER SERVICES AGREEMENT</b></p> <p>This <b>MASTER SERVICES AGREEMENT</b> (the "Agreement") dated this November 5, 2024 (the "Effective Date") is by and between Burke County, a local government organized under the laws of the State of North Carolina ("Client"), with principal offices at 200 Avery Avenue, Morganton, NC 28655, and DCMC, LLC a limited liability company organized under the laws of the State of Delaware (the "Consultant" or "DCMC"), with principal offices at 400 Hilltop Terrace, Alexandria, VA 22301.</p> <p>WHEREAS, on or around October 9, 2024, the Client issued a Request for Proposals (RFP) #2024-1024 for Comprehensive Disaster Recovery Management Services.</p> <p>WHEREAS, on or around October 24, 2024, DCMC submitted to the Client its Proposal in response to the RFP.</p> <p>WHEREAS, on October 31, 2024, after considering the Proposal, and evaluating the needs of the Client, Client selected DCMC to provide the services requested in its RFP and as outlined by DCMC in its Proposal.</p> <p>WHEREAS, the Client wishes to engage DCMC to provide the services described in Appendix B.</p> <p>WHEREAS, DCMC is willing to provide such services.</p> <p>NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to enter into this Agreement under the following:</p> <p align="center"><b>TERMS AND CONDITIONS</b></p> <ol style="list-style-type: none"> <li><b>General Terms and Conditions</b><br/>       The general terms and conditions of this Agreement are set forth in Appendix A, attached and incorporated to this Agreement by reference.</li> <li><b>Terms Required for Reimbursement</b><br/>       Solely if required by law for the Client to seek and obtain reimbursement for the cost of the Consultant's services from the Federal Emergency Management Agency or other Federal Government Agency, the Consultant shall comply with the provisions set out in Appendix C, as applicable.</li> <li><b>Task Orders and Scope of Work</b><br/>       Consultant shall provide the services (the "Services"), including furnishing all reports and providing all applicable deliverables (the "Deliverables"), as set forth in the Scope of Work.</li> </ol> <p align="right">Rev. 7.17.2023</p> | <p><b>MASTER SERVICES AGREEMENT</b><br/>       Burke County, Comprehensive Disaster Recovery Management Services</p> <p>included as part of this Agreement in Appendix B or a Task Order prepared by Consultant and accepted by Client issued under the terms of Appendix B.</p> <p>Upon engagement, Consultant will work to get a better understanding of losses and work effort that may be required and will develop an initial Task Order to be incorporated into this Agreement as part of Appendix B.</p> <p>Each subsequent Task Order (if any) shall include a not to exceed (NTE) amount and be attached to this Agreement and, whether or not attached hereto, shall be incorporated into this Agreement as part of Appendix B. The Services or Deliverables described in a Task Order may be amended, modified, or changed only pursuant to Paragraph 12 of Appendix A.</p> <p><b>4. Period of Performance</b></p> <p>The period of performance of this Agreement shall be for a three-year period beginning on the Effective Date, with two additional one-year optional renewal periods by mutual agreement, or completion of Hurricane Helene FEMA applications, whichever comes first. If there are Task Orders that have been agreed upon during the period of performance but that remain unperformed, the Agreement will be automatically extended to the agreed upon end date of that specific Task Order. The Agreement may be terminated as set out in Paragraph 24 of Appendix A.</p> <p><b>5. Fees and Payment</b></p> <p>In consideration of the Services performed under this Agreement, Client shall pay Consultant in accordance with the terms of Paragraph 7 of Appendix A.</p> <p>In no event shall Consultant's compensation under this Agreement exceed <b>FOUR HUNDRED THOUSAND DOLLARS AND NO CENTS (\$400,000)</b> (the "Not to Exceed Amount"). Client shall notify Consultant when the fees incurred under this Agreement reach 70% of the Not to Exceed Amount. As contemplated by the RFP, if, at any point during this Agreement's period of performance additional services are identified, Client and Consultant shall meet to discuss any additional services necessary to meet Client's disaster recovery needs. If such event occurs, the Parties will seek an adjustment to the Not to Exceed Amount to include the additional services. Consultant is at risk, and must bear all costs and expenses that exceed the Not to Exceed Amount for this Agreement, without compensation or reimbursement by Client, unless Client and Consultant agree to a written adjustment to the Not to Exceed Amount.</p> <p>Consultant acknowledges and accepts that Client will monitor Consultant.</p> <p>Consultant acknowledges and accepts that Consultant and Client will maintain detailed records of the work performed.</p> <p align="right">Page 2 of 34</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <p><b>MASTER SERVICES AGREEMENT</b><br/>       Burke County, Comprehensive Disaster Recovery Management Services</p> <p><b>6. Notice</b></p> <p>Any notice given by either party shall be in writing and shall be given by (1) registered or certified mail, return receipt requested, postage prepaid, or by recognized overnight courier, shipped prepaid, (2) with a courtesy copy by email, addressed to the parties at the addresses designated below for each party or at such other addresses as each party may hereafter designate in writing.</p> <p>If to DCMC:</p> <p>DCMC, LLC<br/>       Attention: Barry Scanlon<br/>       400 Hilltop Terrace<br/>       Alexandria, VA 22301<br/>       Phone: 571-233-3137<br/>       Email: bscanlon@dcmcpartners.com<br/>       kker@dcmcpartners.com</p> <p>With a copy via email to:<br/>       amanda.messa@llemoine.com</p> <p>If to Client:</p> <p>Burke County<br/>       Attention: Finance Office<br/>       200 Avery Avenue<br/>       Morganton, NC 28655<br/>       Phone: 828-764-9050<br/>       Email: purchasing@burkenc.org</p> <p><b>7. Entire Agreement</b></p> <p>Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and further agrees that it is the entire agreement between the parties hereto which supersedes all prior agreements, written or oral, relating to the subject matter hereof. No modification or waiver of any provision shall be binding unless in writing signed by the party against whom such modification or waiver is sought to be enforced.</p> <p>IN WITNESS WHEREOF, Client and Consultant have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.</p> <p>DCMC, LLC<br/>       By: <br/>       Barry W. Scanlon, President</p> <p>Burke County<br/>       By: <br/>       Brian Epley, County Manager</p> <p align="center"> <small>This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.</small><br/> <br/>       Amanda Messa<br/>       Date: 11/22/2024     </p> <p align="right">Page 3 of 34</p>                                  | <p><b>MASTER SERVICES AGREEMENT</b><br/>       Burke County, Comprehensive Disaster Recovery Management Services</p> <p align="center"><b>APPENDIX A</b><br/> <b>GENERAL TERMS &amp; CONDITIONS</b></p> <p><b>1. CONSULTANT'S RESPONSIBILITIES.</b> Consultant shall perform the Services utilizing the standard of care normally exercised by professional consulting firms practicing in the same or similar locality performing comparable services under similar conditions. The recommendations, advice, and information to be furnished by Consultant under this Agreement are solely for the use of Client and will not be deemed to be representations, warranties, or guarantees by Consultant. CONSULTANT MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT.</p> <p><b>2. CLIENT'S RESPONSIBILITIES.</b> Client shall fully cooperate with Consultant, including providing any information reasonably requested by Consultant and providing access to any facility at which the Services are to be performed at such times as may reasonably be requested by Consultant. Consultant shall be entitled to rely on the accuracy of the information furnished by Client and Client shall update such information required for Consultant to perform its services under this Agreement. Client shall make timely payments in accordance with the terms and conditions of this Agreement.</p> <p><b>3. COMMENCEMENT AND COMPLETION OF THE SERVICES.</b> The Services shall commence and shall be completed as specified in any Task Order or, in the absence of such specification, as soon as good practice and due diligence reasonably permit. Notwithstanding the foregoing, Consultant shall not be responsible for any delays in meeting deadlines set forth in any Task Order issued under this Agreement to the extent such delays are caused by Client's failure to timely provide Consultant with requested information or data.</p> <p><b>4. PROPRIETARY INFORMATION.</b> Proprietary confidential information ("Proprietary Information") developed or disclosed by either party under this Agreement shall be clearly labeled and identified as Proprietary Information by the disclosing party at the time of disclosure. When concurrent written identification of Proprietary Information is not feasible at the time of such disclosure, the disclosing party shall provide such identification in writing promptly thereafter. Proprietary Information shall not be disclosed to any other person except to those individuals who need access to such Proprietary Information as needed to ensure proper performance of the Services.</p> <p>Neither party shall be liable for disclosure or use of Proprietary Information which: (1) is generally available to the public without breach of this Agreement; (2) is disclosed by the prior written approval of the disclosing party; or (3) is required to be released by applicable law or court order.</p> <p>Each party shall return all Proprietary Information relating to this Agreement to the disclosing party upon request of the disclosing party or upon termination of this Agreement, whichever occurs first. Each party shall have the right to retain a copy of the Proprietary Information for its internal records and subject to ongoing compliance with the restrictions set forth in this Section. This Section shall survive termination of this Agreement.</p> <p><b>5. DELIVERABLES.</b> Upon payment in full for the Services, and unless otherwise agreed to by the Consultant and Client, the Deliverables shall be the property of the Client. The Consultant shall not disclose the Deliverables relating to the Services to a third party without the prior written authorization of the Client. Notwithstanding the foregoing, the Client acknowledges that the</p> <p align="right">Page 4 of 34</p> |

## MASTER SERVICES AGREEMENT

Burke County, Comprehensive Disaster Recovery Management Services

course of its performance under this Agreement, the Consultant may use methodologies proprietary to the Consultant, and the Client agrees that it shall have or obtain no rights in such proprietary methodologies except pursuant to a separate written agreement (if any) executed by the parties.

**6. INDEMNIFICATION.** Each Party (the "Indemnifying Party") shall defend, indemnify and save the other Party (the "Indemnified Party"), its officers, directors, agents, and employees harmless from and against any and all third-party claims, liabilities, demands, judgments, losses, costs, expenses (including reasonable attorney's fees), suits, or damages ("Claim") incurred by an Indemnified Party but only to the extent caused by or attributable to an action of negligence of the Indemnifying Party or an officer, director, agent or employee of the Indemnifying Party. In the event that any Claim is made which results in the right of indemnity hereunder, the Indemnified Party will promptly give notice to the Indemnifying Party and shall permit the Indemnifying Party the opportunity to defend the Claim with counsel reasonably satisfactory to the Indemnified Party.

In the event Consultant is named as a party to a legal action as the result of its assistance to Client pursuant to the terms of this Agreement and it is determined by a court of competent jurisdiction that Consultant was not negligent, Client agrees to reimburse Consultant for all costs and expenses it incurs in defending such action (including without limitation any court costs and reasonable attorney's fees).

This Paragraph 6 shall survive termination of the Agreement.

**7. PAYMENT TERMS.**

- a. Invoices will be submitted monthly and payments are due Net 30. Payments shall be made in United States Dollars (\$US).
- b. Client acknowledges and agrees that it shall be responsible for all amounts owed to Consultant in accordance with the terms of this Agreement, regardless of whether the Services may be covered by insurance or be eligible for reimbursement by the Federal Emergency Management Agency ("FEMA") or other Federal Government Agency. Lack of insurance coverage or any failure or delay of an insurance carrier, FEMA or other Federal Government Agency to make payment to Client or Consultant shall not relieve Client of its payment obligation under this Agreement. Documentation provided to any insurance carrier, FEMA or other Federal Government Agency at the request of Client is provided solely as a courtesy to Client. Responsibility for payment for services provided to Client shall be the SOLE RESPONSIBILITY of Client.
- c. Client will make payments by either of the following two methods:
  - i. By ACH Deposit:

Payee:

|                |             |
|----------------|-------------|
| Account Name   | DCMC LLC    |
| Routing Number | 084000026   |
| Account Number | 20002424878 |
| Account Type   | Checking    |

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## MASTER SERVICES AGREEMENT

Burke County, Comprehensive Disaster Recovery Management Services

|              |                                               |
|--------------|-----------------------------------------------|
| Bank Name    | First Horizon Bank                            |
| Bank Address | 200 W. Congress Street<br>Lafayette, LA 70501 |

## ii. By Check Payment:

DCMC, LLC  
Dept. 233  
P.O. Box 1000  
Memphis, TN 38148

Consultant will promptly notify the Client of any changes to the payment information included in this Paragraph 7.c. In the event Client receives a request to change the payment information, or a change in mailing address is received, Client hereby agrees to call Consultant's authorized representatives for this matter Barry Scanlon at 571-233-3137 or Ken Kerr at 202-361-5987 to verbally confirm the change is valid. Client acknowledges that Consultant's policy for requesting any change in banking information (i.e., financial institution, bank account number, method of payment, etc.) shall always be initiated by an authorized person from Consultant's Finance & Accounting Department (Ken Kerr). Consultant will never make these requests in an email, text or any other electronic manner without first discussing it with the appropriate contact within Client's organization.

- d. Any balance from an approved invoice unpaid after thirty (30) days will accrue interest at one and one-half percent (1½%) for each month. In the event that payment has not been made in accordance with the terms of this Agreement, in addition to any other remedy, which Consultant may have under law or equity, Consultant may stop work immediately, without further duty, obligation, and/or liability.

**8. LIMITATION OF LIABILITY.** IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSSES OF USE, FINANCING, BUSINESS AND REPUTATION OR INTERRUPTION OF BUSINESS) ARISING OUT OF OR RELATED TO THE SERVICES PROVIDED UNDER THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

BOTH PARTIES AGREE THAT THEIR TOTAL LIABILITY TO THE OTHER PARTY FOR DIRECT DAMAGES SHALL NOT EXCEED THE TOTAL CONSULTING FEE COMPENSATION PAID BY CLIENT TO CONSULTANT UNDER THE TASK ORDER WHICH IS THE SUBJECT OF THE CLAIM FOR INDEMNIFICATION.

**9. INSURANCE.** During the term of this Agreement, Consultant agrees to maintain the following insurance coverages:

General Liability for at least the limits of Combined Single Limit \$1,000,000.00 per occurrence subject to an Annual Aggregate of \$2,000,000.00 per policy for Bodily Injury and Property Damage

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## MASTER SERVICES AGREEMENT

Burke County, Comprehensive Disaster Recovery Management Services

Liability, a Personal Injury Liability Limit of \$1,000,000.00 per claim, a Products and Completed Operations Annual Aggregate of \$1,000,000.00 per policy.

Workers' Compensation Insurance to cover obligations imposed by federal and state statutes including Employer's Liability Insurance with a minimum limit of \$1,000,000.00 per accident, \$1,000,000.00 per disease and \$1,000,000.00 aggregate, disease.

Automobile Liability Insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000.00 each occurrence.

All required coverage described herein shall be primary and non-contributory. Consultant shall provide certificates of insurance as evidence of the aforementioned coverages if requested. Consultant shall use reasonable efforts to give Client notice of any material change, alteration, or cancellation of insurance coverage.

**10. DOCUMENT PRODUCTION AND TESTIMONY.** If Consultant is requested or authorized by Client or if Consultant is required by governmental regulation, subpoena or other legal process, to produce any documents or files, or to make its personnel available as witnesses with respect to any engagement, Client shall, so long as Consultant is not a party to the proceeding in which the information is sought, reimburse Consultant for its time and expenses, as well as the reasonable fees and expenses of Consultant's counsel, incurred in responding to such requests.

**11. CONFLICT OF INTEREST.** The Client acknowledges that the Consultant provides similar services for a broad range of other clients and agrees that Consultant shall be free to work for other clients in matters that do not involve the use of any Proprietary information that has been disclosed by the Client under the terms of this Agreement, provided that such representation of other clients will not materially adversely affect Client.

**12. CONTRACT CHANGES OR MODIFICATIONS.** Due to the uncertain nature of disasters and their impacts, the Client and Consultant acknowledge that changes to the Services, Deliverables and/or the applicable rates and charges may become necessary following Consultant's commencement of the Services. Such changes may be accomplished after execution of this Agreement and any Task Order upon the mutual agreement of the Parties.

Upon Client's request for additional or modified Services, the Consultant shall prepare an estimate of the additional costs and time required, if any, to perform the amended, modified, or changed Services. Any applicable Task Order shall be revised and incorporated into Appendix B upon mutual written agreement. If a new project is requested by Client addressing new contract scope elements or outside of scope of existing Task Orders, Consultant shall prepare an additional Task Order, subject to the terms and conditions of Appendix A, and such new Task Order shall be incorporated into Appendix B once accepted by Client. The Parties may also agree to amend or modify the general terms and conditions of this Agreement upon mutual agreement.

**13. INDEPENDENT CONTRACTOR.** This Agreement does not create an employee/employer relationship between the parties. It is the intention of the parties that the Consultant will be an independent Consultant and not the Client's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Federal Internal Revenue Code, the provisions of the

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Burke County, Comprehensive Disaster Recovery Management Services

North Carolina revenue and taxation laws, the North Carolina Wage and Hour Act, the North Carolina Workers' Compensation Act, and the provisions of the North Carolina Employment Security Law. The Consultant will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Consultant's activities and responsibilities hereunder. The Consultant agrees that he/she/it is a separate and independent enterprise from the Client; and that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the services described herein. This Agreement shall not be construed as creating any joint employment relationship between the Consultant and the Client, and the Client will not be liable for any obligation incurred by the Consultant, including but not limited to unpaid minimum wages and/or overtime premiums.

**14. NON-SOLICITATION OF EMPLOYEES.** During the term of this Agreement and for one year thereafter, neither party shall solicit for employment or hire the employees, agents, or contractors of the other party who are involved in the performance of the Services. Recognizing that compensatory monetary damages resulting from a breach of this section would be difficult to prove, the parties agree that such breach will render it liable for liquidated damages in an amount equal to two (2) times the annual salary for each such individual solicited or recruited in breach of the above terms and restrictions.

**15. NONWAIVER.** No waiver of any breach of this Agreement shall operate as a waiver of any similar subsequent breach or any breach of any other provision of this Agreement.

**16. DRAFTING PARTY.** Each party has reviewed this Agreement and any question of interpretation shall not be resolved by any rule of interpretation providing for interpretation against the drafting party. This Agreement shall be construed as though drafted by both parties.

**17. DEFAULT REMEDIES.** Should Consultant violate or breach the terms of this Agreement, Client in addition to being entitled to exercise all rights granted by law and under this Agreement, including recovery of damages, will be entitled to specific performance of its rights under this Agreement. The Parties hereby agree, however, that any damages awarded to the Client under this Agreement are limited as defined by Paragraph 8 to this Agreement, "Limitation of Liability".

**18. GOVERNING LAW; DISPUTE RESOLUTION.** All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina without regard to any conflicts of law principles and subject to the exclusive jurisdiction of federal or state courts within the State of North Carolina. In the event of a conflict between the various terms and conditions contained herein or between these terms and other applicable provisions, then the more particular shall prevail over the general and the more stringent or higher standard shall prevail over the less stringent or lower standard. The place of this Agreement, its situs and forum, shall be Manteo, Burke County, North Carolina, and in said County and State shall all matters, whether sounding in contract or tort relating to the validity, construction, interpretation or enforcement of this Agreement be determined.

**19. CAPTIONS.** The captions and headings of this Agreement are intended for convenience and reference only and do not affect the construction or meaning of this Agreement.

**20. NO AGENCY.** Except as specifically set forth otherwise, it is agreed and understood that neither party hereto is, by this Agreement or anything herein contained, constituted or appointed agent

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## MASTER SERVICES AGREEMENT

Burke County, Comprehensive Disaster Recovery Management Services

or representative of the other for any purpose whatsoever, nor shall anything in this Agreement be deemed or construed as granting either party any right or authority to assume or to create any obligation, warranty or responsibility, express or implied, for or on behalf of the other.

**21. ORDER OF PRECEDENCE.** In the event of a conflict in the terms and conditions of this Agreement, the following order of precedence shall apply: (1) the Task Orders (Appendix B); (2) the General Terms and Conditions (Appendix A); (3) the Agreement; and (4) remaining Appendices.

**22. NO THIRD-PARTY BENEFICIARY.** Nothing contained in this Agreement shall be deemed to create a contractual relationship with, or a cause of action in favor of, any third party against Consultant or Client.

**23. TERMINATION FOR CAUSE OR CONVENIENCE.** The Agreement (including this Appendix A and Appendix B) shall terminate at the convenience of either party upon 30 days written notice provided by one of the parties. Either party may also immediately terminate the Agreement for cause upon a material breach of the Agreement by the other party, provided the breaching party does not cure the breach within seven (7) days. If Client terminates this Agreement, Client shall compensate Consultant for the Services completed prior to the date of termination, as well as any costs (including labor and expenses) associated with the transition of the work and demobilization of Consultant staff.

**24. PUBLICITY.** Each party agrees that each party may reasonably use in advertising, publicity or otherwise (including on the Internet) the name of the other party, or any trademark, trade dress, service mark, trade name, symbol or any abbreviation or contraction thereof owned by or referring to the other party. Consultant may mention or describe its work for Client, or identify Client as a client, in Consultant's marketing materials and proposals, whether in printed or electronic media.

**25. ASSIGNMENT.** No party shall sell or assign any interest in or obligation under this Agreement without the prior express written consent of all the parties.

**26. COMPLIANCE WITH LAWS.** Consultant will comply with any and all applicable federal, state and local standards, regulations, laws, statutes and ordinances including those regarding toxic, hazardous and solid wastes and any pollutants; public and private nuisances; health or safety; and zoning, subdivision or other land use controls. Consultant will take all reasonably necessary, proper or required safety, preventative and remedial measures in accordance with any and all relations and directives from the North Carolina Department of Human Resources, the United States Environmental Protection Agency, the North Carolina Department of Environmental Management, Health Departments, and any other federal, state or local agency having jurisdiction, to insure the prompt prevention or cessation (now or in the future) of violations of either the applicable provisions of such standards, regulations, laws, statutes, and ordinances or any permits or conditions issued thereunder. Consultant specifically acknowledges and agrees that Consultant, and any subcontractors it uses, has complied with and shall continue to comply with the provisions of the federal E-Verify program in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes. Consultant shall maintain adequate safeguards with respect to sensitive customer information in conformance with and pursuant to 16 C.F.R. §681.1 and in accordance with N.C. Gen. Stat. §132-1.10 and §75-65.

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## MASTER SERVICES AGREEMENT

Burke County, Comprehensive Disaster Recovery Management Services

**27. RECORDS.** The Client has the right to audit all records pertaining to this Agreement both during its performance and after its completion. Further, upon termination of this Agreement, the Consultant shall deliver to the Client all records, notes, memorandum, data, documents or any other materials produced by Consultant in connection with services rendered pursuant to this Agreement. If compensation for expenses shall be provided to Consultant, the Consultant shall maintain all expense charge documents for a period of three (3) years following the completion of this agreement and said documents shall only be forwarded to the Client upon request.

**28. OWNERSHIP OF DOCUMENTS.** The Consultant agrees that all materials and documents developed pursuant to this Agreement shall be the exclusive property of the Client, and the Consultant shall retain no property or copyright interest therein. Further, upon termination of this Agreement, the Consultant shall deliver to the Client all records, notes, memorandum, data, documents or any other materials received or obtained from the Client in connection with services rendered pursuant to this Agreement.

**29. AUTHORITY TO ACT/IDA CERTIFICATION.** Each of the persons executing this Agreement on behalf of Consultant does hereby covenant, warrant and represent that the Consultant is a duly organized and validly existing legal entity authorized to transact business within the State of North Carolina, that the Consultant has full right and authority to enter into this Agreement, and that each and all persons signing on behalf of the Consultant were authorized to do so. The undersigned certifies that Consultant is not listed on the Final Divestment List created by the N.C. State Treasurer pursuant to Chapter 147 (the Iran Divestment Act) of the North Carolina General Statutes. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147, Consultant shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

**30. CONFLICT OF INTEREST.** No paid employee of the Client shall have a personal or financial interest, direct or indirect, as a contracting party or otherwise, in the performance of this Agreement.

**31. IMMUNITY NOT WAIVED.** This Agreement is governmental in nature, for the benefit of the public. Consultant acknowledges that Client reserves all immunities, defenses, rights or actions arising out of Client's sovereign status under applicable law. No waiver of any such immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of Client's entry into this Agreement.

**32. SAVING CLAUSE.** If any section, subsection, paragraph, sentence, clause, phrase or portion of this Agreement is for any reason held invalid, unlawful, or unconstitutional by any court of competent jurisdiction, such portion shall be deemed severable and such holding shall not affect the validity of the remaining portions hereof.

**33. ENTIRE AGREEMENT AND AMENDMENT.** This Agreement, including any Exhibits attached, which are incorporated herein and made a part hereof, constitutes the entire contract between the parties, and no warranties, inducements, considerations, promises or other inferences shall be implied or impressed upon this Agreement that are not set forth herein. This Agreement shall not be altered or amended except in writing signed by all Parties.

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## MASTER SERVICES AGREEMENT

Burke County, Comprehensive Disaster Recovery Management Services

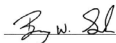
**34. NON-APPROPRIATION.** In the event no Client funds or insufficient Client funds are appropriated or otherwise available by any means whatsoever in any fiscal year for any payment due under this Agreement, then the Client will immediately notify Consultant of such occurrence and this Agreement shall create no further obligation of the Client as to such fiscal year and shall be null and void, except as to the portions of payments for which funds shall have been appropriated and budgeted. In such event, this Agreement shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to the Client of any kind whatsoever.

**35. COUNTERSIGNING.** The parties hereto agree that this Agreement may be signed in counterparts to reflect the physical distance and difficulty in having all parties execute the same agreement and that each party shall be bound by the terms of this Agreement as if each party executed one agreement.

IN WITNESS WHEREOF, Client and Consultant have caused these Terms and Conditions to be executed by their duly authorized representatives as of the 5th day of November, 2024.

DCMC, LLC

Burke County

By:   
Barry W. Scanlon, President

By:   
Brian Epley, County Manager

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## MASTER SERVICES AGREEMENT

Burke County, Comprehensive Disaster Recovery Management Services

APPENDIX B  
SCOPE OF SERVICES

Consultant shall provide Services necessary to support Client as outlined in the Client's RFP and Consultant's Proposal. In addition, the Scope of Services of this Agreement includes the following:

Consultant shall provide Services necessary to support Client emergency management, preparedness, securing and management of grants and other funding, disaster recovery needs, and other purposes, as required. This includes, but is not limited to, assistance with the management and administration of FEMA Public Assistance (PA) and Hazard Mitigation Grant Program activities. It may also include other related efforts, including the securing and administration of other resources such as other FEMA Hazard Mitigation Assistance Grants including BRIC, FMA, Pre-Disaster Mitigation, and other grants; US HUD Community Development Block Grant (CDBG) resources; insurance claims; other disaster response and recovery grants available under different federal agencies such as EPA, DOT, DoED, DHS, and others; the Infrastructure Investment and Jobs Act; the Inflation Reduction Act; disaster response and recovery grants available through the Treasury Department such as those grants available under the CARES Act and ARP Act funding; and other programs or initiatives that may be implemented to support such emergency management, preparedness, and response and recovery efforts.

For the described Services, Client shall pay Consultant fees according to the fee schedule below, using job titles and rates as listed and described. Invoices shall be provided by Consultant to Client on a monthly basis, and the Client agrees to pay said invoices within 30 days of receipt. It is understood by both Client and Consultant that Consultant invoices must be paid to submit for reimbursement from Federal, State and other agencies, as appropriate.

Initial work by the Consultant is hereby authorized to complete an initial assessment of the Client's needs and to initiate recovery support efforts, using the schedule below. Upon completion of this initial assessment, Consultant will develop an Initial Task Order for Client approval, which will be incorporated as part of this Appendix B. Consultant will prepare subsequent Task Orders for Client approval, as needed, to complete the tasks necessary under the Scope of Work of this Agreement. Each subsequent Task Order shall be attached to this Appendix and, whether or not attached, shall be incorporated as part of this Appendix B.

Each Task Order will include a "Not-to-Exceed" amount that Consultant exceeds at its own risk.

| Position                   | Hourly Rate |
|----------------------------|-------------|
| Project Executive          | \$100       |
| Subject Matter Expert      | \$150       |
| Project Manager            | \$153       |
| Project Accountant         | \$134       |
| Senior Closeout Specialist | \$138       |
| Closeout Specialist        | \$128       |

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| <p>MASTER SERVICES AGREEMENT<br/>Burke County, Comprehensive Disaster Recovery Management Services</p> <table border="1"> <thead> <tr> <th>Position</th><th>Hourly Rate</th></tr> </thead> <tbody> <tr> <td>Additional Positions</td><td></td></tr> <tr> <td>Senior Public Assistance Specialist</td><td>\$145</td></tr> <tr> <td>Public Assistance Specialist</td><td>\$134</td></tr> <tr> <td>Senior Mitigation/Resiliency Specialist</td><td>\$139</td></tr> <tr> <td>Mitigation/Resiliency Specialist</td><td>\$126</td></tr> </tbody> </table> <p><b>Expenses</b><br/>In addition to the above, Consultant will bill Client for necessary expenses, such as travel, lodging, per diem, rental cars / fuel, printing, and other costs as required for the completion of contract work. Consistent with FEMA rules, DCMC proposes using the federal General Services Administration (GSA) schedule to govern how to account for reasonable project expenses, as used by federal departments and agencies (including FEMA) for similar purposes. Consultant will pass through these expenses to the Client without any mark-up.</p> <p><b>Deliverables</b><br/>Each Task Order will outline the Deliverables to be performed by Consultant. Further, during the performance of this contract and any associated tasks, Consultant shall provide periodic reports that summarize work performed by its personnel and shall prepare other reports in writing as requested and for which there is mutual agreement. Consultant shall participate in regular meetings / calls with the Client (as determined by the needs of the Client) to discuss the status of recovery efforts, performance under the contract, and other matters relevant to the Client's recovery efforts and the contract with Consultant, as required. Consultant shall also work with Client to develop and assemble documentation in an effort to secure maximum funding for eligible recovery efforts, as well as to justify and submit reimbursement requests, as appropriate, for disaster funding under Federal, state, or other programs and initiatives, and prepare project files for Client to support their management of said efforts and to prepare for possible project / program reviews and audits from funding agencies or others. Additional deliverables may be included in additional tasks assigned through this contract, as necessary and appropriate, upon mutual agreement.</p> <p>Page 13 of 34</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Position                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Hourly Rate | Additional Positions |  | Senior Public Assistance Specialist | \$145 | Public Assistance Specialist | \$134 | Senior Mitigation/Resiliency Specialist | \$139 | Mitigation/Resiliency Specialist | \$126 | <p>MASTER SERVICES AGREEMENT<br/>Burke County, Comprehensive Disaster Recovery Management Services</p> <p>Task Orders</p> <p>Page 14 of 34</p> |
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| <p>MASTER SERVICES AGREEMENT<br/>Burke County, Comprehensive Disaster Recovery Management Services</p> <p>APPENDIX C</p> <p>TERMS REQUIRED FOR CLIENT REIMBURSEMENT</p> <p>1. REMEDIES.</p> <p>Please refer to Paragraph 18 of Appendix A to this Agreement.</p> <p>2. TERMINATION FOR CAUSE AND CONVENIENCE.</p> <p>Please refer to Paragraph 24 of Appendix A to this Agreement.</p> <p>3. EQUAL EMPLOYMENT OPPORTUNITY</p> <p>During the performance of this contract, Consultant agrees as follows:</p> <p>(1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:</p> <p>Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.</p> <p>(2) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.</p> <p>(3) The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.</p> <p>(4) The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under</p> <p>Page 15 of 34</p> | <p>MASTER SERVICES AGREEMENT<br/>Burke County, Comprehensive Disaster Recovery Management Services</p> <p>this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.</p> <p>(5) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.</p> <p>(6) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.</p> <p>(7) In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.</p> <p>(8) The Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:</p> <p>Provided, however, that in the event Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.</p> <p>The Client further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the Client so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.</p> <p>The Client agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The Client further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor</p> <p>Page 16 of 34</p> |             |                      |  |                                     |       |                              |       |                                         |       |                                  |       |                                                                                                                                                |

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| <p>MASTER SERVICES AGREEMENT<br/>Burke County, Comprehensive Disaster Recovery Management Services</p> <p>debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Client agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Client under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Client; and refer the case to the Department of Justice for appropriate legal proceedings.</p> <p><b>4. COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK" ACT</b></p> <p>Contractor. The Consultant shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.</p> <p>Subcontracts. The Consultant or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Consultant shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.</p> <p>Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.</p> <p><b>5. COMPLIANCE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT</b></p> <p>(1) <i>Overtime requirements.</i> No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.</p> <p>(2) <i>Violation; liability for unpaid wages; liquidated damages.</i> In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.</p> <p>Page 17 of 34</p> | <p>MASTER SERVICES AGREEMENT<br/>Burke County, Comprehensive Disaster Recovery Management Services</p> <p>(3) <i>Withholding for unpaid wages and liquidated damages.</i> The appropriate Federal agency, or the loan or grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.</p> <p>(4) <i>Subcontracts.</i> The Consultant or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Consultant shall be responsible for compliance by subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.</p> <p>(5) Further Compliance with the Contract Work Hours and Safety Standards Act.</p> <p>(i) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.</p> <p>(ii) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.</p> <p><b>6. CLEAN AIR ACT</b></p> <p>(1) The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.</p> <p>(2) The Consultant agrees to report each violation to the Client and understands and agrees that the Client will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.</p> <p>(3) The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.</p> <p><b>7. FEDERAL WATER POLLUTION CONTROL ACT</b></p> <p>(1) The Consultant agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.</p> <p>Page 18 of 34</p> |
| <p>MASTER SERVICES AGREEMENT<br/>Burke County, Comprehensive Disaster Recovery Management Services</p> <p>(2) The Consultant agrees to report each violation to the Client and understands and agrees that the Client will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.</p> <p>(3) The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.</p> <p><b>8. DEBARMENT AND SUSPENSION</b></p> <p>By signing and submitting its bid or proposal and signing this contract, the Consultant agrees to comply with the following:</p> <p>(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Consultant is required to verify that none of the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).</p> <p>(2) The Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.</p> <p>(3) This certification is a material representation of fact relied upon by Client. If it is later determined that Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the state of Texas and Client, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.</p> <p>(4) Consultant agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.</p> <p><b>9. BYRD ANTI-LOBBYING AMENDMENT</b></p> <p>The Consultant and any Subcontractors shall comply with the Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended), ensuring that any Federal appropriated funds are not used to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Consultant shall also disclose as required any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award associated with this contract. The Consultant shall require any Subcontractors to execute the Certificate Regarding Lobbying. The Certificate Regarding Lobbying signed by Consultant is attached hereto and incorporated herein as <u>Appendix D</u>.</p> <p>Page 19 of 34</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <p>MASTER SERVICES AGREEMENT<br/>Burke County, Comprehensive Disaster Recovery Management Services</p> <p><b>10. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES</b></p> <p>(a) <i>Definitions.</i> As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expanding FEMA Award Funds for Covered Telecommunications Equipment or Services As used in this clause—</p> <p>(b) <i>Prohibitions.</i></p> <p>(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.</p> <p>(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:</p> <p>(i) 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;</p> <p>(ii) 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;</p> <p>(iii) 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; or</p> <p>(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, 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 as part of any system.</p> <p>(c) <i>Exceptions.</i></p> <p>(1) This clause does not prohibit contractors from providing—</p> <p>a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or</p> <p>Page 20 of 34</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

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| <p>MASTER SERVICES AGREEMENT<br/>Burke County, Comprehensive Disaster Recovery Management Services</p> <p>b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.</p> <p>(2) By necessary implication and regulation, the prohibitions also do not apply to:</p> <p>a. Covered telecommunications equipment or services that:</p> <p>i. Are not used as a substantial or essential component of any system; and</p> <p>ii. Are not used as critical technology of any system.</p> <p>b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.</p> <p>(d) Reporting requirement.</p> <p>(1) In the event the Consultant identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the Consultant shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.</p> <p>(2) The Consultant shall report the following information pursuant to paragraph (d)(1) of this clause:</p> <p>(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.</p> <p>(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Subcontractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.</p> <p>(e) Subcontracts. The Consultant shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.</p> <p>Page 21 of 34</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <p>MASTER SERVICES AGREEMENT<br/>Burke County, Comprehensive Disaster Recovery Management Services</p> <p><b>11. DOMESTIC PREFERENCE FOR PROCUREMENTS.</b></p> <p>As appropriate, and to the extent consistent with law, Consultant should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.</p> <p>For purposes of this clause:</p> <p><i>Produced in the United States</i> means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.</p> <p><i>Manufactured products</i> mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.</p> <p><b>12. ACCESS TO RECORDS AND REPORTS.</b></p> <p>(1) The Consultant agrees to provide the Client, the State Emergency Management Agency (or Recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.</p> <p>(2) The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.</p> <p>(3) The Consultant agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.</p> <p>(4) In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the Client and Consultant acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.</p> <p><b>13. CONTRACT CHANGES OR MODIFICATIONS.</b></p> <p>Please refer to Paragraph 11 of Appendix A to this Agreement.</p> <p><b>14. DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, AND FLAGS.</b></p> <p>The Consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Consultant shall include this provision in any subcontracts.</p> <p>Page 22 of 34</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <p>MASTER SERVICES AGREEMENT<br/>Burke County, Comprehensive Disaster Recovery Management Services</p> <p><b>15. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS.</b></p> <p>The Consultant acknowledges that FEMA financial assistance will be used to fund all or a portion of the contract. The Consultant will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.</p> <p><b>16. NO GOVERNMENT OBLIGATION BY FEDERAL GOVERNMENT.</b></p> <p>The Client and Consultant acknowledge and agree that the federal government is not a party to this contract and is not subject to any obligations or liabilities to the Client, Consultant, or any other party pertaining to any matter resulting from the contract.</p> <p><b>17. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS.</b></p> <p>The Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.</p> <p><b>18. AFFIRMATIVE SOCIOECONOMIC STEPS</b></p> <p>If subcontracts are to be let, the Consultant is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p><b>19. SECTION 3 CLAUSE</b></p> <p>24 CFR 135 requires that for any HUD-funded contract with a value in excess of \$100,000, contractors and subcontractors must comply with the Section 3 Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons. Section 3 is triggered when the normal completion of construction and rehabilitation projects creates the need for new employment, contracting, or training opportunities.</p> <p>All section 3 covered contracts shall include the following clause (referred to as the Section 3 clause, 24 CFR 135.38):</p> <p>A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.</p> <p>B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to</p> <p>Page 23 of 34</p> | <p>MASTER SERVICES AGREEMENT<br/>Burke County, Comprehensive Disaster Recovery Management Services</p> <p>this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.</p> <p>C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.</p> <p>D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.</p> <p>E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.</p> <p>F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.</p> <p>G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and sub-contracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).</p> <p><b>20. DAVIS-BACON ACT</b></p> <p>(1) <i>Minimum wages.</i></p> <p>(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any</p> <p>Page 24 of 34</p> |

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| <p>MASTER SERVICES AGREEMENT<br/>Burke County, Comprehensive Disaster Recovery Management Services</p> <p>contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.</p> <p>(ii)</p> <p>(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:</p> <p>(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and</p> <p>(2) The classification is utilized in the area by the construction industry; and</p> <p>(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.</p> <p>(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.</p> <p>(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to</p> <p>Page 25 of 34</p>                                                                                                                                                                                                                                                           | <p>MASTER SERVICES AGREEMENT<br/>Burke County, Comprehensive Disaster Recovery Management Services</p> <p>the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.</p> <p>(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.</p> <p>(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.</p> <p>(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.</p> <p>(2) <i>Withholding.</i> The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.</p> <p>Page 26 of 34</p>                                                                                                                                                                                                                                                                                                                                                                                         |
| <p>MASTER SERVICES AGREEMENT<br/>Burke County, Comprehensive Disaster Recovery Management Services</p> <p>(3) <i>Payrolls and basic records.</i></p> <p>(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.</p> <p>(ii)</p> <p>(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <a href="http://www.dol.gov/esa/whd/forms/wh347instr.htm">http://www.dol.gov/esa/whd/forms/wh347instr.htm</a> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records,</p> <p>Page 27 of 34</p> | <p>MASTER SERVICES AGREEMENT<br/>Burke County, Comprehensive Disaster Recovery Management Services</p> <p>without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).</p> <p>(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:</p> <p>(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;</p> <p>(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 5;</p> <p>(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.</p> <p>(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.</p> <p>(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.</p> <p>(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.</p> <p>(4) <i>Apprentices and trainees —</i></p> <p>(i) <i>Apprentices.</i> Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first</p> <p>Page 28 of 34</p> |

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| <p>MASTER SERVICES AGREEMENT<br/>Burke County, Comprehensive Disaster Recovery Management Services</p> <p>90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.</p> <p>(i) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer</p> <p>Page 29 of 34</p> | <p>MASTER SERVICES AGREEMENT<br/>Burke County, Comprehensive Disaster Recovery Management Services</p> <p>be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.</p> <p>(iii) <i>Equal employment opportunity.</i> The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.</p> <p>(5) <i>Compliance with Copeland Act requirements.</i> The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.</p> <p>(6) <i>Subcontracts.</i> The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.</p> <p>(7) <i>Contract termination: debarment.</i> A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.</p> <p>(8) <i>Compliance with Davis-Bacon and Related Act requirements.</i> All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.</p> <p>(9) <i>Disputes concerning labor standards.</i> Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.</p> <p>(10) <i>Certification of eligibility.</i></p> <p>(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).</p> <p>(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).</p> <p>(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.</p> <p>21. PROVISIONS REQUIRED BY LAW DEEMED INSERTED</p> <p>Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were</p> <p>Page 30 of 34</p>                              |
| <p>MASTER SERVICES AGREEMENT<br/>Burke County, Comprehensive Disaster Recovery Management Services</p> <p>included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.</p> <p>Page 31 of 34</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <p>MASTER SERVICES AGREEMENT<br/>Burke County, Comprehensive Disaster Recovery Management Services</p> <p>APPENDIX D</p> <p>CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - LOWER-TIER COVERED TRANSACTIONS</p> <p>This Agreement is a covered transaction for purposes of the debarment and suspension regulations implementing Executive Order 12549, <i>Debarment and Suspension</i> (1986) and Executive Order 12689, <i>Debarment and Suspension</i> (1988) at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension). As such, Consultant is required to confirm that none of the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).</p> <p>INSTRUCTIONS FOR CERTIFICATION</p> <ol style="list-style-type: none"> <li>By signing and submitting this proposal, Consultant (referred to herein as the "prospective lower tier participant") is providing the certification set out below.</li> <li>The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.</li> <li>The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.</li> <li>The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.</li> <li>The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.</li> <li>The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.</li> </ol> <p>Page 32 of 34</p> |

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| <p>MASTER SERVICES AGREEMENT<br/>Burke County, Comprehensive Disaster Recovery Management Services</p> <p>7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.</p> <p>8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.</p> <p>9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.</p> <p><u>CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS</u></p> <p>1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.</p> <p>2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.</p> <p>By: <u>B. W. Scanlon</u><br/>Barry W. Scanlon, President, DCMC, LLC</p> <p>November 22, 2024<br/>Date</p> <p style="text-align: right;">Page 33 of 34</p> | <p>MASTER SERVICES AGREEMENT<br/>Burke County, Comprehensive Disaster Recovery Management Services</p> <p style="text-align: center;">APPENDIX E<br/>CERTIFICATION REGARDING LOBBYING</p> <p>The undersigned certifies, to the best of his or her knowledge and belief, that:</p> <p>1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, 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.</p> <p>2. 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.</p> <p>3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.</p> <p>This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p> <p>The Consultant, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.</p> <p>By: <u>B. W. Scanlon</u><br/>Barry W. Scanlon, President, DCMC, LLC</p> <p>November 22, 2024<br/>Date</p> <p style="text-align: right;">Page 34 of 34</p> |
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**ADJOURN****Motion: To adjourn at 4:51 p.m.**

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| <b>RESULT:</b> | <b>APPROVED [UNANIMOUS]</b>                                                        |
| <b>MOVER:</b>  | Scott Mulwee, Vice Chairman                                                        |
| <b>AYES:</b>   | Jeffrey C. Brittain, Randy Burns, Johnnie W. Carswell, Scott Mulwee and Phil Smith |

Approved this 21<sup>st</sup> day of January 2025.

Jeffrey C. Brittain  
Jeffrey C. Brittain, Chairman  
Burke Co. Board of Commissioners

Attest:

Kay Honeycutt Draughn  
Kay Honeycutt Draughn, CMC, NCMCC  
Clerk to the Board