

**ADJOURNMENT**

After the last Departmental Budget Presentation, the meeting was adjourned.

\_\_\_\_\_  
Wallace E. Nelson, Chairman

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Deputy Clerk to the Board

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**DEPARTMENTAL BUDGET PRESENTATIONS**

April 30, 2019

5:00 p.m.

The Perquimans County Board of Commissioners met to receive the Departmental Budget Presentations on Monday, April 30, 2019, at 5:00 p.m. in the Commissioners Room located on the first floor of the Perquimans County Courthouse Annex.

MEMBERS PRESENT: Wallace Nelson, Chairman                      Fondella Leigh, Vice Chair  
Joseph W. Hoffler    Kyle Jones  
Alan Lennon    Charles Woodard

MEMBERS ABSENT: None

OTHERS PRESENT: Frank Heath, County Manager/Deputy Clerk to the Board  
Tracy Mathews, Finance Officer

**DEPARTMENTAL BUDGET PRESENTATIONS**

The following department supervisors presented their budget requests for FY 2019-20:

- 5:00 p.m. – Howard Williams – Recreation Department
- 5:30 p.m. – Jewel Winslow – Cooperative Extension
- 6:00 p.m. – Shelby White – Sheriff’s Department
- 6:30 p.m. – Jackie Frierson – Register of Deeds
- 7:00 p.m. – Jonathan Nixon – EMS/Emergency Management/Communications

**ADJOURNMENT**

After the last Departmental Budget Presentation, the meeting was adjourned.

\_\_\_\_\_  
Wallace E. Nelson, Chairman

\_\_\_\_\_  
Deputy Clerk to the Board

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**REGULAR MEETING**

May 6, 2019

7:00 p.m.

The Perquimans County Board of Commissioners met in a regular meeting on Monday, May 6, 2019, at 7:00 p.m. in the Commissioners Room located on the first floor of the Perquimans County Courthouse Annex.

MEMBERS PRESENT: Wallace E. Nelson, Chairman                      Fondella A. Leigh, Vice Chair  
Joseph W. Hoffler    T. Kyle Jones  
Alan Lennon    Charles Woodard

MEMBERS ABSENT: None

OTHERS PRESENT: Frank Heath, County Manager                      Mary Hunnicutt, Clerk to the Board  
Hackney High, County Attorney

The meeting was called to order by Chairman Nelson. Commissioner Hoffler gave the invocation and the Chairman led the Pledge of Allegiance.

**AGENDA**

Chairman Nelson said that a copy of the amended Agenda was at their seats tonight. Charles Woodard made a motion to approve the Agenda, as amended. The motion was seconded by Fondella A. Leigh. The Board voted unanimously to approve the Agenda, as amended.

**CONSENT AGENDA**

The following items were considered to be routine and were unanimously approved on motion made by Fondella A. Leigh, seconded by Joseph W. Hoffler.

1. **Approval of Minutes:** April 1, 2019 Regular Meeting & April 15, 2019 Joint Work Session/Work Session Minutes along with Budget Work Sessions in April
2. **Personnel Matters:**

Employee Name	Employee Job Title	Action Required	Grade/Step	New Salary	Effective Date
Patricia Serino	IMC I working toward IMC II (5/2020)	Appointment	61/3	\$28,719	05/01/2019
Katherine Weiss	P/T F/I Certified Telecommunicator	Resignation			04/01/2019
Tameka Carter	IMC I working toward IMC II	Termination			04/12/2019
Jonathan Blanchard	Athletic Program Specialist	Resignation			05/03/2019
Kelvin Roberson	Water Plant Operator	Retirement			08/01/2019

3. **Step/Merit Increases:**

Employee Name	Employee Job Title	Grade/Step	New Salary	Effective Date
Anna Johnson	Certified Telecommunicator	62/2	\$29,296	05/01/2019
Anthony Johnson	911 Shift Supervisor – Telecommunications	63/9	\$36,308	05/01/2019

Employee Name	Employee Job Title	Grade /Step	New Salary	Effective Date
Janet Stallings	Secretary/Technician – Soil Conservation	61/7	\$31,665	05/01/2019
Bill Jennings	Tax Administrator	72/6	\$50,163	05/01/2019

4. **Budget Amendments:**

**BUDGET AMENDMENT NO. 18  
GENERAL FUND**

CODE NUMBER	DESCRIPTION OF CODE	AMOUNT	
		INCREASE	DECREASE
10-399-000	Fund Balance Appropriated	41,855	
10-511-741	Capital Outlay - 911 Equipment	41,855	
<b>EXPLANATION:</b> To amend FY 18/19 budget to cover the backup server project expenses (local expenses for 911 project) as outlined in the funding reconsideration.			

**BUDGET AMENDMENT NO. 19  
GENERAL FUNDS**

CODE NUMBER	DESCRIPTION OF CODE	AMOUNT	
		INCREASE	DECREASE
10-348-012	State Grants - Emergency Management	14,475	
10-530-338	Haz Mat Grant	14,475	
<b>EXPLANATION:</b> To amend FY 18/19 budget to include HazMat Grant. CFDA #: 20.703 GRANT#: HM-HMP-0544-16-01-00.			

6. **Board Appointment/Resignation:** The following Board appointment/resignation were unanimously approved by the Board:

NAME	BOARD	ACTION	TERM	EFFECTIVE DATE
Benjamin Hobbs	Board of Adjustment – Alternate	Resignation		04/01/2019
Beverly Gregory	Aging Regional Advisory Council (RAC)	Appointment	Unlimited	05/01/2019

7. **Clarification of Personnel Policy Amendment:** The following clarification from the Personnel Policy amendment on June 5, 2017 was approved and entered into the Minutes:

In our Personnel Policy, the Board of Commissioners amended it to remove the Retiree Health Insurance Benefit effective June 5, 2017. In the minutes, Mary Hunnicutt reflected the following proposed and adopted amendment:

**AMENDMENT TO THE PERSONNEL POLICY: RETIREE INSURANCE BENEFIT**

County Manager Heath explained that, during the Budget Process, the Board realized that this benefit was not cost effective. Therefore, it was his recommendation to amend the Personnel Policy but effective June 5, 2017. Any employees hired prior to June 5<sup>th</sup> would still fall under the previous policy but new hires after June 5, 2017 will not have this benefit. On motion made by Joseph W. Hoffler, seconded by Charles Woodard, the following amendment was unanimously approved to the Personnel Policy effective June 5, 2017:

**Retiree Health Insurance**

The County will provide medical and dental insurance coverage up to age 65 for retirees, hired prior to June 5, 2017, from Perquimans County with 20 continuous years of service with Perquimans County who are eligible for an unreduced service retirement benefit from the Local Government Retirement System. Employees hired June 5, 2017 or after, will not be eligible for this employee benefit.

On November 21, 2016, the Personnel Policy was amended as follows:

**PERSONNEL POLICY AMENDMENT**

County Manager Heath explained that last month, the Board discussed removing the word “continuous” from the following section of the Personnel Policy which was adopted in September, 2015 so it would read:

**Retiree Health Insurance**

The County will provide medical and dental insurance coverage up to age 65 for retirees from Perquimans County with 20 continuous years of service with Perquimans County who are eligible for an unreduced service retirement from the Local Government Retirement System.

On motion made by Kyle Jones, seconded by Edward R. Muzzulini, the Board unanimously approved change in the Personnel Policy making this Amendment No. 1.

As you will note, the word “continuous” was removed on November 21, 2016 but it was inadvertently put back in on June 5, 2017. It is our belief that it was not the intention of the Board of Commissioners to put “continuous” back in the Personnel Policy on June 5, 2019. The highlighted areas were the only things that were to be amended.

This is for clarification purposes only so that it will be a part of the Board’s official Minutes.

8. **Resolution/Proclamation:** The following resolution/proclamation were unanimously approved by the Board:

- **Surplus Items Resolution:** The Board adopted the following resolution declaring certain items as surplus equipment to be sold on GovDeals:

**RESOLUTION AUTHORIZING SALE  
OF CERTAIN SURPLUS COUNTY PROPERTY**

WHEREAS, the Perquimans County Board of Commissioners desires to dispose of certain surplus property of the County:

NOW, THEREFORE, BE IT RESOLVED by the Perquimans County Board of Commissioners that:

- The following described property is hereby declared to be surplus to the needs of the County:

**Director’s Area/Staff:**

Maple Desk/Table – 36” x 24”  
Mahogany Desk/Table – 48” x 28”  
Maple Desk – 28” x 72”  
Kelvinator Fridge

**Main Stack Area:**

Loose Bottom Angled Racks – 3’ Long  
4 Library Stacks – 7’ x 9’  
Corner Desk – 4’  
Stand-Up Maple Desk 3’ x 3’ 3”  
Two Antique Rocking Chairs  
1 Library Stack – 4’ x 9’  
1 Library Stack – 7’ x 6’  
Old Computer Network

**Other Contents include:** Misc.  
Frames, Pictures, Chairs, Crafts,  
Knick-Knacks, Loose Items

**Old Non-Fiction Area:**

DVD Cabinet – 4’ x 2’  
Wall Shelves/Stack 12’ x 8’  
1 Cubby (Blue Sides)  
Microfiche Machine (JVC)  
Mahogany Table 42” x 42”  
DVD Trays (Plastic)  
6 Office Chairs  
Conference Table – 3’ x 6’  
3 Rotating Book Shelves – 5’  
4 Large Stacks (Double Sided) – 7’ x 18”

**Children’s Section**

2 Stacks – 9’ x 5’  
2 Round Oak Tables – 3’ 6”  
7 Mahogany Computer Tables  
4 Green Office Chairs

- The County Manager is hereby authorized and directed to proceed on behalf of the Perquimans County Board of Commissioners to sale this surplus vehicle on GovDeals.
- The County reserves the right to reject any or all bids and decide not to sell the property at any time during this process.

4. The County Manager, in accordance with State law, shall cause a summary of this resolution to be published once in a newspaper having general circulation in the County and place it on the County's website. After not less than ten (10) days from the date of publication, the County Manager is authorized to sell the above-described property to the highest bidder.

Adopted this the 4<sup>th</sup> day of March, 2019.

\_\_\_\_\_  
Wallace E. Nelson, Chairman

ATTEST:

\_\_\_\_\_  
Mary P. Hunnicutt, Clerk to the Board

- **Older Americans Month 2019 Proclamation:** The Board adopted the following proclamation declaring May, 2019 Older Americans Month:

**Older Americans Month 2019  
A Proclamation**

**WHEREAS**, Perquimans County includes a growing number of older Americans who enrich our community through their diverse life experiences; and

**WHEREAS**, Perquimans County is committed to strengthening our community by connecting with and supporting older adults, their families, and caregivers and acknowledging their many valuable contributions to society; and

**WHEREAS**, Perquimans County recognizes the importance of bringing together all generations and engaging in activities that promote physical, mental, and emotional well-being for the benefit of all; and

**WHEREAS**, Perquimans County can enhance the lives of older Americans in our community by:

- promoting home- and community-based services that support independent living;
- involving older adults in community events and other activities; and
- providing opportunities for older adults to work, volunteer, learn, lead, and mentor.

**NOW, THEREFORE, BE IT RESOLVED** that the Perquimans County Board of Commissioners do hereby proclaim May 2019 to be Older Americans Month. We urge every resident to take time during this month to recognize older adults and the people who serve them as essential and valuable members of our community.

Dated this 3<sup>rd</sup> day of May 2019

\_\_\_\_\_  
Wallace E. Nelson, Chairman  
Perquimans County Board of Commissioners

ATTESTED:

\_\_\_\_\_  
Mary P. Hunnicutt, Clerk to the Board  
Perquimans County Board of Commissioners

### BLAND BAKER, TRILLIUM

Mr. Baker presented his PowerPoint giving his annual report from Trillium. During his presentation, he stopped and introduced Tracy Webster.

### HOWARD WILLIAMS, RECREATION DEPARTMENT

Mr. Williams, Recreation Director, presented his annual report for the Recreation Department. He stated that things are busy at the Recreation Center. He said that if the Board wanted a breakdown of the activities, he would be happy to have Mandy, his secretary, e-mail the full report to them. After presenting his report, Chairman Nelson asked if there were any questions. The following questions were made:

- **County Manager Heath:** Mr. Heath asked Mr. Williams about whether or not the parking lot behind the softball park needing to be expanded. Mr. Williams said that it does because it fills up quickly with all the people participating and observing the baseball games and families that are accessing the playground and other facilities at the Center.
- **Commissioner Leigh:** Ms. Leigh asked Mr. Williams if the Open Gym was working out okay. Mr. Williams said that it was.

### DONNA JONES, MENTORING PROGRAM

Ms. Jones updated the Board on the mentoring program which she is doing on her own. She currently has five (5) children: four (4) boys and one (1) girl. After presenting the update, Ms. Jones asked if there were any questions. The following questions were asked:

- **Chairman Nelson:** Mr. Nelson asked Ms. Jones how they determine which student qualifies for the mentoring program. Ms. Jones said that, since she works in the school system, she observes them and also by word of mouth.
- **Commissioner Leigh:** Ms. Leigh asked what the ages were for the program. Ms. Jones said that the program covers age 7 through 16 but she currently has ages 10 through 12.
- **Commissioner Lennon:** Mr. Lennon asked her which building do they use for the program. Ms. Jones said that she uses the old EMS building located behind the Cooperative Extension Building.

### BILL JENNINGS, TAX ADMINISTRATOR

Mr. Jennings presented his monthly report.

### SUSAN CHANEY, SOCIAL SERVICES DIRECTOR

Ms. Chaney presented information regarding the following items:

- **NC Managed Care Update:** Ms. Chaney said that Mr. Bland covered this earlier and explained that the Social Services Department is very active in this process. She has a large packet if they would like for her to e-mail it to them. As things stand now, Perquimans County Social Services will be going live in February, 2020. Chairman Nelson asked Ms. Chaney to e-mail this report to the Board members. Commissioner Lennon asked about providing the clients with 800 numbers. Ms. Chaney said that they were going to provide them the regular call center North Carolina phone number and a backup call center in Hampton via 800 numbers.
- **Department of Health & Human Services (DHHS) Memorandum of Understanding (MOU) between DSS & Counties:** Ms. Chaney explained that, last week, she met with Mr. Heath to discuss the MOU. She stated that each year the DHHS establishes a MOU between the Social Services Departments and their Counties. The County Managers and DSS Directors are required to sign the MOU. It lists the performance measures that Social Services have to comply with otherwise the Social Services Department would be under corrective action. There are

thirteen (13) measures that they need to look at beginning July 1, 2019. Five (5) of these measures are in child support which is contracted with Young Williams and, according to this year's figures, it appears that we are on track with four (4) out of five (5) of them. The only one that we are not in compliance with is the one that states that we meet the annual goal of total child support collections which is, on any given day, out of our control. They will be working on getting this under compliance. There are two (2) energy program performance measures, three (3) food nutrition measures, one (1) program integrity measure, and two (2) Work First measures. As of now, they are in compliance with all these performance measures. They met them last year with no problem. In the upcoming fiscal year, they will add child welfare & foster care, adult services, special assistance, and child care. Because the data is currently not correct in our system, they are not going to be holding our counties responsible to meet data measures in those fields.

## COMMISSIONER'S CONCERNS/COMMITTEE REPORTS

The following commissioner's concerns/committee report was given:

- **Chairman Nelson:** Mr. Nelson discussed the possibility of moving unscheduled appointments/public comments up in the meeting for two (2) reasons: (a) if what they want to speak about an item under old or new business, action could have been made before they had the opportunity to speak; and (b) it prevents the speakers from having to stay so late before they bring their issue to the Board. Chairman Nelson said he was thinking about placing it after the scheduled appointments. Commissioner Lennon said that Chowan County has their public comments earlier in the meeting. Commissioner Leigh asked if it would be before or after scheduled appointments. Commissioner Woodard said that putting it before Commissioners Concerns/Committee Reports but after Scheduled Appointments. Mary Hunnicutt, Clerk to the Board, stated that, when she first became Clerk, the Unscheduled Appointments/Public Comments were right after Scheduled Appointments but it got changed. Chairman Nelson asked the members of the Board to let him know their feelings about this so that we could implement the change on the June Agenda.

## UPDATES FROM COUNTY MANAGER

County Manager Heath presented the following updates:

- **County Assembly Day:** Mr. Heath reported that he and Chairman Nelson will attend NCACC County Assembly Day in Raleigh on May 8<sup>th</sup>.
- **Budget Work Session:** Mr. Heath reminded the Board that they will have the Board of Education and Social Services Budget Presentations on May 13<sup>th</sup>.
- **Durant's Neck Fire Department:** Mr. Heath explained that the Durant's Neck Fire Department recently went through their fire inspections and maintained their 9S Rating and told Mr. Heath that their Water Shuttle Testing went really well but they have not heard back from State on that. They do feel confident about it. This will help lower insurance rates in that district.

## MEMORANDUM OF UNDERSTANDING FOR PERQUIMANS COUNTY SOIL & WATER CONSERVATION

County Manager Heath presented a Memorandum of Understanding between Perquimans County, US Department of Agriculture Natural Resources Conservation Service, and NC Department of Agriculture & Consumer Services – Division of Soil & Water Conservation, and Perquimans Soil & Water Conservation District. He explained that this was a five (5) year Agreement and he recommends approval. On motion made by Joseph W. Hoffer, seconded by Alan Lennon, the Memorandum of Understanding for Perquimans County Soil & Water Conservation was unanimously approved by the Board (*see Attachment A*).

## LEASE TO HISTORIC HERTFORD, INC (CAROLINA MOON THEATER GROUP)

County Manager Heath presented a copy of the lease agreement (see below) with Historic Hertford, Inc. (Carolina Moon Theater Group). It is a five-year lease with one-year lease renewals for five years. It states the responsibilities of the lessor and the lessee. It has been reviewed by County Attorney High. It is presented for information only tonight because there is a process that the County has to follow in order to enter into a lease agreement. To lease property, the County has to post a 30-day public notice. Then, at the meeting date set forth in the notice, the County will need to adopt a resolution (see below) approving the lease. Mr. Heath plans to bring the Lease Agreement before the Board for action at their June 3, 2019 meeting.

NORTH CAROLINA  
PERQUIMANS COUNTY

### LEASE

THIS LEASE is made effective as of the \_\_\_\_\_ day of \_\_\_\_\_ 2019, by and between PERQUIMANS COUNTY, NORTH CAROLINA, a body politic existing under the laws of the State of North Carolina ("County") and HISTORIC HERTFORD, INC. (CAROLINA MOON THEATER GROUP), a North Carolina nonprofit corporation ("Tenant").

### PREMISES

A. County is the owner of the property located at 110 W. Academy Street, Hertford, NC 27944, Perquimans County Tax Parcel # 3-D040-AA112-H; reference is made to Deed to Perquimans County recorded in Book 134, Page 881, Perquimans County Registry; together with the buildings, improvements and fixtures thereon, all easements, hereditaments, privileges and appurtenances related thereto, and all equipment, and personal property therein (the "Leased Premises").

B. County desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from County.

NOW, THEREFORE, in consideration of the premises, the mutual obligations of the parties contained in this Lease, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

#### 1. Lease:

County, for and in consideration of the payments hereinafter stipulated to be made by Tenant and the covenants and agreements hereinafter contained to be kept and performed by Tenant does, by these presents, demise, lease and let unto Tenant, for the term and upon the conditions hereinafter stated, the Leased Premises; under and subject, however, to liens, deed restrictions, covenants, easements, reservations and rights of way, if any, any state of facts an accurate survey might show, zoning regulations and ordinances, building restrictions and governmental regulations now in effect or hereafter adopted by any governmental authority having jurisdiction and to which the Leased Premises may be subject.

#### 2. Term:

(a) **Initial Term.** The initial term of this Lease shall begin on May 6, 2019 and extend for a period of five (5) years unless sooner terminated as herein provided. Upon sixty (60) days written notice during the initial term, either the County or Tenant may withdraw from this agreement and the lease will be terminated accordingly.

(b) **Optional Renewal Terms.** This Lease shall be automatically renewed and extended for up to a maximum of five (5) additional terms of one (1) year each, upon the same terms and conditions of the initial term of this Lease, unless either County or Tenant gives to the other party sixty (60) days written notice before the end of the term about to expire that the Lease shall not be so renewed and extended.

3. Rental:

Tenant agrees to pay rent for the Leased Premises in the amount of one dollar (\$1.00) per year, payable in advance on or before the first day of the Initial Term and the first day of each Optional Renewal Term.

4. Condition and Title of Leases Premises Repairs:

Tenant acknowledges that except as otherwise set forth in this Lease: (i) Tenant has examined the Leased Premises prior to the making of this Lease and knows the condition thereof as of the first day of the Initial Term and accepts the same in said conditions; (ii) no representations as to the condition of the Leased Premises have been made by representatives of County, and (iii) Tenant is entering into this Lease relying solely upon its own examination of the Leased Premises. EXCEPT AS SPECIFICALLY NOTED IN THIS LEASE, INCLUDING THE NEXT SENTENCE, BY THE EXECUTION OF THIS LEASE, TENANT SHALL BE DEEMED TO HAVE ACCEPTED THE LEASED PREMISES IN AN AS-IS CONDITION. TENANT ACKNOWLEDGES THAT COUNTY HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, WITH RESPECT TO THE LEASED PREMISES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5. Utility Services:

Tenant agrees to pay or cause to be paid all charges for gas, water, fuel, oil, sewer, electricity, light, heat, power, telephone and other utilities and services, used, rendered, or supplied to, upon or in connection with the Leased Premises. Tenant agrees that County is not, nor shall it be, required to furnish to Tenant or any other occupant of the Leased Premises, any gas, water, fuel, oil, sewer, electricity, light, heat, power or any other facilities, equipment, labor, materials or services of any kind, except as otherwise provided for herein. Tenant shall keep the Leased Premises free and clear of any lien or encumbrance of any kind whatsoever created by Tenant's acts or on omissions.

6. Indemnification and Non-Liability of County:

Tenant covenants and agrees, at its expense, to pay and to indemnify, defend and save harmless, County, and all of its officers, agents, shareholders, members, employees and directors, from and against, any and all losses, penalties, fines and other pollution related items, costs, expenses (including reasonable attorneys' and consultants' fees), claims, damages, liabilities and judgments ("Claims") arising from the occupation, use, possession, conduct or management of or from any work done in or about the Leased Premises or from the permitted subletting of any part thereof including any liability for violation of conditions, agreements, restrictions, laws, ordinances or regulations affecting the Leased Premises or the occupancy or use thereof during the Term. Tenant also covenants and agrees, at its expense, to pay, and to indemnify, defend, and save harmless County, and all of its officers, agents, shareholders, employees and directors, from and against any and all Claims arising during the Lease from:

- (i) any condition of the Leased Premises and adjoining sidewalks and passageways.
- (ii) Any and all claims by laborers and materialmen for any improvements constructed by Tenant. Tenant shall cause any mechanics lien filed against the Leased Premises as a result of any act or interest of Tenant or any party claiming through Tenant to be removed within thirty (30) days of the filing thereof.
- (iii) any breach or default on the part of Tenant in the performance of any covenant or agreement to be performed by Tenant pursuant to this Lease,
- (iv) any act of negligence of Tenant, or any of its agents, contractors, servants, employees or licensees, or
- (v) any accident, injury or damage whatever in or about the Leased Premises or upon or under the sidewalks and from and against all costs, reasonable attorney's fees, expenses and liabilities incurred in any action or proceeding brought by reason of any claim referred to in this Section. In the event that any action or proceeding is brought against County by reason of any such claim, Tenant, upon prompt notice from County, covenants to resist or defend such action or proceeding. Nothing contained in this Section shall be deemed to restrict Tenant from contesting any claim which it deems not properly asserted and to withhold payment until such time as an appropriate adjudication thereof and is had in a court of competent jurisdiction.

7. Property Insurance:

- (a) County shall maintain property insurance on the Leased Premises on such terms and for such coverages as County may select, in County's sole and exclusive discretion.
- (b) Tenant shall, at its Sole option, discretion and expense, provide insurance coverage for its personal property and equipment, and any other insurance coverage Tenant elects to procure.

8. Use:

The Leased Premises shall be used and occupied by Tenant for the following uses: (a) professional office space, (b) meeting space, and (c) a theater, and for no other use (the "Approved Use"). Tenant will not use the Leased Premises for, or carry on or permit upon the Leased Premises any offensive, noisy or dangerous trade, business, manufacture or occupation, or any nuisance or anything against public policy. Nothing shall be buried, and nothing shall be placed in the septic or sewer system except non-toxic, non-hazardous sewage. Tenant further agrees that the Leased Premises shall not be used or be permitted to be used in whole or in part during the Term of this Lease in such a way as to cause undue depreciation or undue wear or tear of any portion thereof.

9. Hazardous Materials:

- (a) Tenant agrees that it will not place, hold, store, or dispose of any Hazardous Material, as defined below, under or at the Leased Premises.
- (b) As used herein, the term "Hazardous Materials" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of North Carolina or the United States Government. The term "Hazardous Materials" includes, without limitation, any material or substance that is (i) defined or designated as a "hazardous substance" under the laws of the State of North Carolina, (ii) petroleum, (iii) asbestos, (iv) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. § 1321), (viii) any other Federal, state or local statute law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as may now or at any time in the future be in effect, or any hazardous, toxic or dangerous, waste, substance, or material. (collectively the "Environmental Laws").
- (c) Tenant hereby agrees to and does indemnify, defend, and hold harmless County of, from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any and every kind whatsoever (including without limitation, court costs and attorneys' fees) which at any time or from any time to time may be paid, incurred or suffered by, or asserted against County for, with respect to, or as a direct or indirect result of any breach by Tenant, its agents, invitees, officers, or licensees of the foregoing covenants (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any Environmental Law.

10. Liability Insurance:

- (a) County may maintain liability insurance on the Leased Premises on such terms and for such coverages as County may select, in County's sole and exclusive discretion.
- (b) Tenant shall maintain Commercial General Liability Insurance, including Contractual Liability insurance coverage, covering Tenant's operations in the Leased Premises, with combined single limits of not less than \$2,000,000 per occurrence for bodily injury or property damage, naming County as an additional insured. Such insurance shall be endorsed to provide that the insurance shall be primary to and not contributory to any similar insurance carried by County, and shall contain a severability of interest clause.

11. Maintenance and Repair:

Tenant, at its expense, will keep and maintain the Leased Premises in good repair, and shall return same to County upon the expiration of this Lease, reasonable wear and tear excepted. Tenant shall promptly make or cause to be made, all repairs, interior and exterior, structural and non-structural, ordinary and extra-ordinary, foreseen and unforeseen, however minor or major, deemed necessary by the County to keep the Leased Premises in good and lawful order and condition, whether or not such repairs are due to any laws, rules, regulations or ordinances enacted subsequent to the date of this Lease which involve a change of policy or requirement on the part of any governmental body or any changes required to conform the Leased Premises to the standards as may from time to time be necessary to meet the requirements of the Programs (as defined below). All such maintenance and repairs and all painting (interior and exterior) and decoration of the Leased Premises shall be the sole and exclusive expense of Tenant. To the extent the landscaping and grounds of the Leased Premises are not regularly maintained by Perquimans County, Tenant shall be solely responsible for the regular maintenance of the landscaping and grounds for the Leased Premises at Tenant's sole cost and expense.

12. Improvements and Alterations:

Tenant shall not make any changes in the building or improvements located upon the Leased Premises which would alter the structural integrity of the Leased Premises. Tenant shall not make any new improvements or non-structural alterations or changes to existing improvements on the Leased Premises without prior written consent of County in each instance. Plans and specifications for any proposed alterations and improvements shall be submitted by Tenant to County at least forty-five (45) days prior to the proposed date of commencement of the alterations or improvements. If County fails to respond to such written request within forty-five (45) days after submission, the request shall be

deemed to have been rejected by County. Tenant shall bear the full and sole cost of all approved alterations and improvements made to the Leased Premises by Tenant.

13. Right to Inspect:

During the term hereof, County and/or its representative shall have the right to enter upon the Leased Premises at all reasonable times upon twenty-four (24) hours notice to Tenant to inspect the Leased Premises and ensure compliance with the terms and conditions hereof. Upon 24 hours written notice to Tenant of Tenant's default in making any repairs and/or replacements for which Tenant is responsible, County may, but shall not be required to make any such repairs and/or replacements, and any reasonable expenses thereby incurred by County shall constitute and be collectible as additional rent.

14. Subordination:

At the option of County, this Lease shall be subordinated to the lien of any mortgage or deed of trust (hereinafter, a "mortgage") which County may place on the Leased Premises provided the terms of any such mortgage provide that as long as Tenant shall discharge its obligations under this Lease: (i) its tenancy shall not be disturbed; (ii) this Lease shall not be affected by any default under a mortgage; (iii) in the event of foreclosure of a mortgage, the right of Tenant shall survive, provided Tenant fully performs all of its obligations hereunder, and provided further that Tenant shall not have prepaid any rent, except as the same becomes due under the terms of this Lease; and (iv) this Lease shall continue in force and effect. Upon County's request, Tenant shall execute any instrument, which may be required to effectuate such a subordination, provided County shall first have delivered to Tenant a copy of a recordable agreement signed by a mortgagee(s) that satisfies the foregoing requirements. If Tenant is notified of County's assignment of this Lease as security for a mortgage loan, and of the name and address of the mortgagee or trustee, Tenant shall not terminate or cancel this Lease for any default on the part of County without first: (i) giving notice of its intention to do so to such mortgagee or trustee, the notice to describe in reasonable detail the nature and extent of the default; and (ii) affording such mortgagees or trustee a reasonable opportunity to perform on behalf of County its obligations under this Lease.

15. Condemnation:

If at any time during the term of this Lease, title to all or substantially all of the Leased Premises shall be taken in condemnation proceedings or by any right of eminent domain, so that the remainder of the Leased Premises cannot be operated for the Approved Use. In that event, this Lease shall forthwith terminate, and all condemnation proceeds shall belong to County. If the taking shall occur on a date other than the first day of the month, the rent shall be prorated to the date of taking.

16. Fire or other Casualty Losses:

In the event of damage to or destruction of one or more of the buildings included within the Leased Premises, County shall promptly restore or cause to be restored said building and its contents as nearly possible to their condition prior to such damage or destruction. All insurance proceeds received by County pursuant to the provisions of this Lease, less the cost, if any, of such recovery, shall be applied by County to the payment of such restoration, as such restoration progresses. If (i) the building is completely destroyed or so damaged by fire or other casualty covered by insurance as to render it unfit for the Approved Use, and the repair or restoration is not economically feasible, either party hereto may terminate this Lease on written notice of at least ten (10) days after date of such damage or destruction. For the period of time between the date of such fire or other casualty and until the repairs have been substantially completed or this Lease terminated, there shall be an abatement of the Rent and any additional rent, and upon the termination of this Lease, the Rent and any additional rent shall be apportioned to the date of termination. In such case, all insurance proceeds insuring County's property shall belong to County.

17. Covenant of Quiet Possession:

County represents that it has full right and authority to lease the Leased Premises, and Tenant shall peacefully and quietly hold and enjoy the Leased Premises for the full term of this Lease so long as Tenant does not default in the performance of any of the terms of this Lease.

18. Ad Valorem Taxes:

Tenant shall pay all ad valorem taxes assessed against the Leased Premises and any personal property, fixtures, furniture and equipment located on the Leased Premises.

19. Signs:

Tenant shall have the right to install signs from the exterior of the building regarding the conduct of its business, subject to any applicable governmental laws, ordinances, regulations, and other requirements.

20. Default:

(a) Upon the occurrence of any one or more of the following events by Tenant (the "Events of Default," anyone an "Event of Default"), County shall have the right to exercise any rights or remedies available in this Lease, at law or in equity. Events of Default shall be as follows:

(i) Tenant's failure to pay when due any rental or other sum of money payable under this Lease and such failure is not cured within ten (10) days after written notice of such failure;

(ii) Failure to perform any other of the terms, covenants or conditions contained in this Lease if not remedied within thirty (30) days after receipt of written notice of such failure; or if such default cannot be remedied within such period, Tenant does not within thirty (30) days after written notice of such failure commence such act, or acts as shall be necessary to remedy the default and shall not thereafter complete such act or acts within a reasonable time;

(iii) Tenant, shall become dissolved, bankrupt or insolvent, or file any debtor proceedings, or file pursuant to any statute a petition in bankruptcy or insolvency or for reorganization, or file a petition for the appointment of receiver or trustee for all or substantially all of Tenant's assets and such petition or appointment shall not have been set aside within sixty (60) days from the date of such petition or appointment, or if Tenant makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement;

(iv) The levy or execution, attachment or other taking of Tenant's assets which are on the Leased Premises or the leasehold interest of Tenant hereunder, by process of law or otherwise in satisfaction of any judgment, debt or claim, without the same being extinguished within sixty (60) days of such levy, execution, attachment or other taking;

(b) In addition to its other remedies, either at law, equity, or other, County, upon an Event of Default by Tenant, shall have the immediate right, after any applicable grace period expressed in this Lease, to terminate and cancel this Lease. In the event of an elected termination, County may recover from Tenant damages, including the costs of recovering the Leased Premises, and Tenant shall remain liable to County for the total Rent (which may at County's election be accelerated to be due and payable in full at its present value using a six percent (6%) discount rate as of the Event of Default and recoverable as damages in a lump sum) as would have been payable by Tenant under this Lease for the remainder of the term less the rentals actually received from any re-letting or, at County's election, less the reasonable rental value of the Leased Premises for the remainder of the term. County has the affirmative duty to use reasonable efforts to mitigate Tenant's liability under this Section by re-letting the Leased Premises.

21. Applicable Law:

This Lease shall be governed exclusively by the laws of the State of North Carolina.

22. Surrender:

At the expiration of the Lease, as applicable, Tenant shall surrender the Leased Premises in as good condition as it was in at the beginning of the Initial Term, reasonable use and wear and damage by the elements excepted.

23. Severability:

If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law notwithstanding the invalidity of any other term or provision of this Lease.

24. Notices and Demand:

All notices, requests and other communications hereunder shall be in writing and shall be deemed to have been validly served, given or delivered three (3) business days after deposit in the United States mail, as registered or certified mail, with proper postage prepaid, on the day of delivery if delivered by hand, or on the next business day after delivery to an overnight carrier service, all charges prepaid, and addressed to the party or parties to be notified, at the following addresses (or such other address(es) as a party may designate for itself by like notice):

To County: County Manager  
P.O. Box 45  
Hertford, NC 27944

To Tenant: Historic Hertford, Inc.  
110 Academy Street  
Hertford, NC 27944

With a Copy to: Hackney High  
County Attorney  
P.O. Box 92  
Edenton, NC 27932

The addresses of County and Tenant and the party, if any, to whose attention a notice or copy of same shall be directed may be changed or added from time to time by either party giving notice to the other in the prescribed manner.

In relation to Successors and Assigns, this Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns. No amendment or modification to this Lease shall be binding upon County unless same is in writing.

25. Compliance with Law:

During the Term Tenant shall comply with all applicable laws, rules and regulations pertaining to its use of the Leased Premises.

26. Short Form Lease:

If requested by Tenant, County shall execute a recordable Memorandum or Short Form Lease, prepared at Tenant's expense, specifying the exact term of this Lease and such other terms as the parties shall mutually determine. If recorded, Tenant shall pay any and all recording fees, excise and transfer taxes associated with such recordation of the Lease or Memorandum or Short Form Lease.

27. Holding Over:

In the event Tenant remains in possession of the Leased Premises after the expiration of the final renewal term, Tenant shall occupy the Leased Premises as a Tenant from month to month, subject to all of the conditions of this Lease, insofar as consistent with such a tenancy.

28. Waivers:

Failures of County or Tenant to object to any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by County or Tenant at any time, express or implied, of any breach of any provisions of this Lease shall be deemed a consent to any subsequent breach of the same or other provision. No acceptance by County of any partial payment shall constitute an accord or satisfaction, but shall only be deemed a part payment on account. Any waiver or release by either party must be in writing signed by such party.

29. Survivorship:

All covenants, indemnities and other provisions contained in this Agreement, that by their context, or otherwise evidence the intent of the parties to survive the expiration or earlier termination of this Lease, shall survive the expiration or other termination of this Lease.

30. Independent Contractor:

The relationship between County and Tenant is solely that of landlord and tenant. Neither party shall have any right or authority to assume or create any obligation of any kind, express or implied, on behalf of the other. Tenant shall pay all salaries, compensation and other benefits of its personnel and County shall have no responsibility whatsoever for the same. Tenant shall keep in full force and affect all required worker's compensation insurance on its personnel and shall be responsible for all withholding taxes due and becoming due upon the compensation of said personnel.

31. Headings:

The section headings in this Lease are for convenience and reference only, and they shall in no way be held to explain, modify, or construe the meaning of the terms of this Lease.

32. Entire Agreement:

This Lease expresses the entire understanding of the parties hereto with respect to the Leased Premises and neither party hereto has made or shall be bound by the agreement or representation to the other party which is not expressly set forth in the above-stated Agreement or this lease or in any certified delivered in connection with the execution and delivery thereof or hereof, nor shall this Lease be altered, modified or discharged except by an agreement in writing duly signed by each of the parties hereto,

33. Abandonment:

In the event Tenant voluntarily and permanently (i.e. removal of furniture, fixtures and equipment) closes the Leased Premises for a period in excess of sixty (60) days (except in reasons of casualty, rebuilding, repairing, re-fixturing), County shall have the right to terminate this Lease at any time prior to the re-opening of the Leased Premises by giving written notice to Tenant. Temporary cessations of operations to make alterations or circumstances beyond the control of Tenant and in any event cessation for a period of less than sixty (60) consecutive days shall not be considered a discontinue of operations.

34. Assignment and Subletting:

(a) Tenant shall not, whether voluntarily or by operation of law, assign, license, franchise, transfer, mortgage, hypothecate, pledge, or otherwise encumber (collectively "Transfer") all or any part of this Lease or any interest therein, and shall not sublet, franchise, or license (also included as a "Transfer") all or any part of the Leased Premises, without first obtaining the prior written consent of County in each instance pursuant to the requirements of this Section. Any attempted Transfer without County's prior consent shall be void and shall confer no rights upon any third parties.

(b) In the event this Lease is Transferred with the consent of County, the assignee or subtenant shall be bound by the agreements and provisions herein contained, and Tenant shall remain bound for the fulfillment and performance of all agreements and provisions herein to be kept and performed by Tenant.

(c) If Tenant desires at any time to Transfer the Leased Premises or any part of the Leased Premises, Tenant shall submit to County at least sixty (60) days before the proposed effective date of the Transfer ("Proposed Effective Date"), in writing, (i) A request for permission to Transfer, setting forth the Proposed Effective Date, which shall be no less than sixty (60) days after the sending of that notice; (ii) The name of the proposed subtenant or assignee or other party; (iii) The nature of the business to be conducted in the Leased Premises after the Transfer; (iv) The terms and provisions of the proposed Transfer; (v) A copy of all proposed documentation pertaining to the Transfer; (vi) Current financial statements (audited, if available) of Tenant and the proposed subtenant or assignee; and (vii) Such additional information that County may reasonably request to make a reasoned judgment.

(d) Without in any way limiting County's right to refuse to give that consent for any other reason or reasons, County shall be deemed to have reasonably withheld its consent to any Transfer if, in County's reasonable opinion: (i) The proposed use of the Leased Premises by the assignee or subtenant is not compatible with the Approved Use; (ii) The financial net worth of a proposed assignee is less than that of Tenant; or (iii) The Tenant is in default under any of the terms of this Lease as of the date Tenant notifies County of the proposed Transfer or as of the Proposed Effective Date of the Transfer.

35. Time of Essence:

(signatures begin on the following page)

IN TESTIMONY WHEREOF, PERQUIMANS COUNTY has caused this instrument to be executed in its name by its Chairman, attested by the Clerk to the Board of Commissioners, pursuant to this lease adopted this \_\_\_\_\_ of \_\_\_\_\_, 2019, all the day and year first above written.

PERQUIMANS COUNTY, NORTH CAROLINA

By: \_\_\_\_\_  
Chairman

(Affix Corporate Seal)

Attest:

\_\_\_\_\_  
Clerk to the Board of Commissioners

TENANT:  
HISTORIC HERTFORD, INC.  
(CAROLINA MOON THEATER GROUP)

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

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

**SINGLE FAMILY REHAB GRANT ESFRLP 17 RH BID AWARDS**

County Manager Heath reported the results of the bids for the two contracts for Housing Rehabilitation for Case #9 and Case #11 that were opened on May 1, 2019. The results were as follows:

BID TABULATION SHEET		
CONTRACTOR	CASE #09	CASE #11
	304 Brace Ave. Hertford, NC B. Harrell	259 Hurdletown Rd. Hertford, NC J. Hurdle
Blair Shores Builders		\$24,900
William Holley Construction	\$23,950	\$24.450
*Actual bid was \$22,450 per contractor's bid sheet. The \$24,450 was recorded in error. The low bid is outside the 15% lower range for acceptable bid and cannot be accepted as responsible. Second low bid is responsible. (Brendan Nolan)		

The Wooten Company recommends to award the bid as follows: Case #09 – awarded to William Holley Construction at \$23,950; and Case #11 – awarded to Blair Shores Builders at \$24,900. Mr. Heath concurs with their recommendation. Chairman Nelson asked if there were any questions. Commissioner Hoffler asked if this was the same contractor that did our last case. Mr. Heath said that it was not. On motion made by Joseph W. Hoffler, seconded by Charles Woodard, the Board unanimously awarded the contracts as recommended by The Wooten Company above.

**PUBLIC COMMENTS**

The following public comments were made:

- **Kathy Camden:** Ms. Camden came before the Board to seek assistance in getting the adoption of her daughter handled. She said that she has been going back and forth between Social Services and Court System trying to get a home assessment study done to adopt a child that she has had guardianship over her since she was four months old. She was sent information from Children’s Home Society explaining that it would be \$1,800 for their first visit to her home. With her being on disability, she cannot afford that cost. She would like for Social Services to do this home assessment study. Both biological parents have signed off their rights for the child. Chairman Nelson said that they would look into it and let her know so make sure the Clerk has her contact information.
- **Quentin Jackson:** Mr. Jackson stated that the Town Council sent him over to speak to the Board. They had received a letter from the Chairman regarding the situations that they have been trying to talk to them about. He understands that the Board did authorize the Chairman and County Manager to talk to the Town of Hertford representatives. Because of Mayor Reid’s health, he feels that the Board should hear from the other representatives from the town. As elected officials, we need to communicate with each other and hopes that the Commissioners would comply with their request.

**ADJOURNMENT**

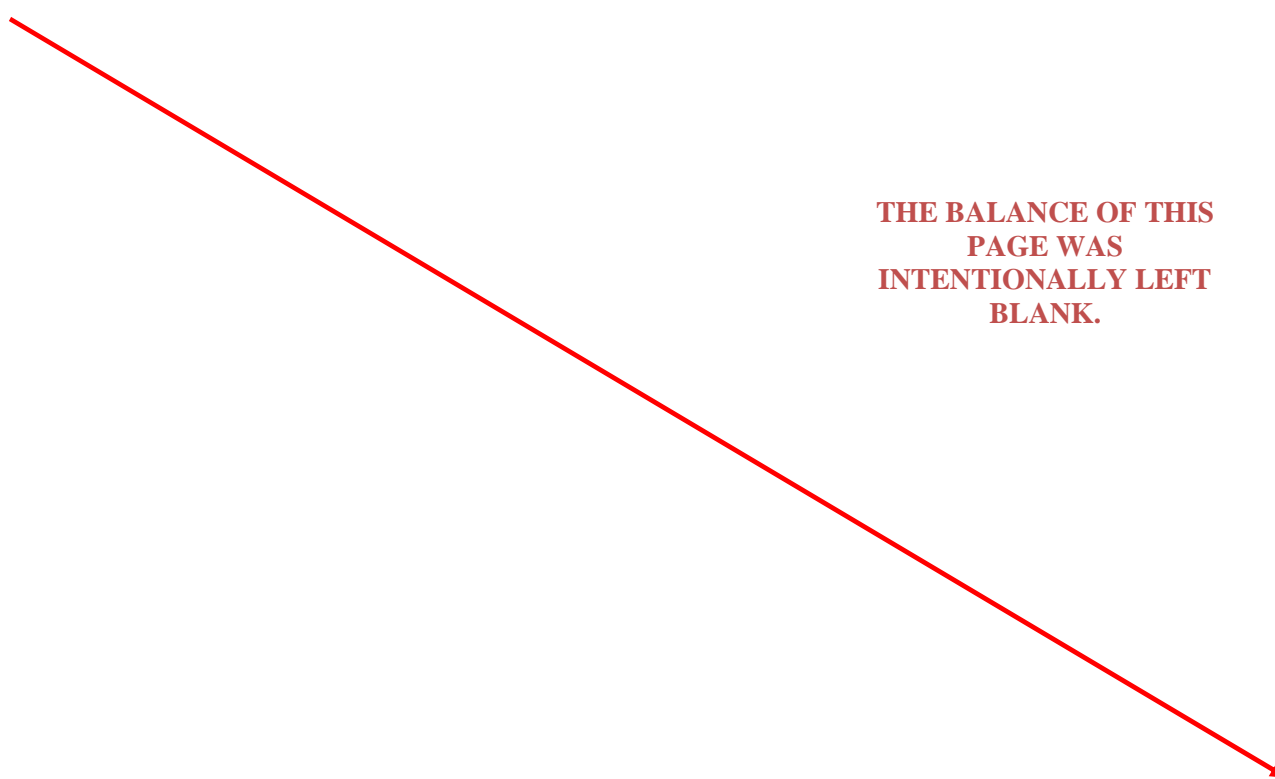
There being no further comments or business to discuss, the Regular Meeting was adjourned at 8:05 p.m. on motion made by T. Kyle Jones, seconded by Charles Woodard.

\_\_\_\_\_  
Wallace E. Nelson, Chairman

\_\_\_\_\_  
Clerk to the Board

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**ATTACHMENT A**

**MEMORANDUM OF UNDERSTANDING**  
**Between the**  
**UNITED STATES DEPARTMENT OF AGRICULTURE**  
**NATURAL RESOURCES CONSERVATION SERVICE**  
**And the**  
**NORTH CAROLINA DEPARTMENT OF AGRICULTURE AND**  
**CONSUMER SERVICES – DIVISION OF SOIL AND WATER**  
**CONSERVATION**  
**And the**  
**PERQUIMANS SOIL AND WATER CONSERVATION DISTRICT**  
**And**  
**PERQUIMANS COUNTY, NORTH CAROLINA**  
**For their Cooperation in the**  
**Conservation of Natural Resources**

**BACKGROUND STATEMENT AND PURPOSE**

THIS AGREEMENT is between the Natural Resources Conservation Service (NRCS), an agency of the United States Department of Agriculture (USDA), the North Carolina Department of Agriculture and Consumer Services – Division of Soil and Water Conservation (DSWC) an agency of the State of North Carolina, the Perquimans Soil and Water Conservation District (SWCD), and Perquimans County collectively referred to as the parties, to clearly define the roles and responsibilities of the parties.

The purpose of this agreement is to supplement the Cooperative Working Agreement between the USDA – Natural Resources Conservation Service, North Carolina Department of Agriculture and Consumer Services, North Carolina Soil and Water Conservation Commission, and Perquimans Soil and Water Conservation District. This operational agreement documents those areas of common interest of the federal, state, and local partnership in natural resources conservation.

The parties mutually agree to provide leadership in natural resources conservation. The parties pledge to work together by advancing and practicing teamwork, including input in the decision-making process; communicating, coordinating, and cooperating; promoting mutual respect, and sharing leadership, ownership, credit, and responsibility.

**AUTHORITIES, STATUTES, LAWS**

NRCS is authorized to cooperate and furnish assistance to the parties in the conservation of natural resources as referenced in the Soil Conservation and Domestic Allotment Act, 16 U.S.C. 590; The Department of Agriculture Reorganization Act of 1994, Public Law 103-354; and Secretary's Memorandum No. 1010-1, Reorganization of the Department of Agriculture, dated October 20, 1994.

DSWC is authorized to enter into this agreement by the North Carolina General Statutes §139-4 and §143B-294 - §143B-297.

The District authority is defined in Soil Conservation Districts Law, General Statutes of North Carolina §139-1 - §139-47.

The County is authorized to enter into this agreement by North Carolina General Statute §153A-11 and §160A-461 - §160A-464.

**ROLES AND RESPONSIBILITIES:**

**CONSERVATION PROGRAM IMPLEMENTATION**

The parties recognize the natural resources conservation program as a unique blend of voluntary conservation initiatives and federal, state, and local mandates. Together these address a variety of natural resource, environmental, and educational issues. The parties agree to jointly commit their program authorities and financial and human resources to cooperatively implement a unified natural resource conservation program in areas of mutual concern. The implementation of all programs will be done in accordance with program policy and procedures developed for that specific program – whether federal, state, or local.

**Inventories and Data Sharing:** The parties agree to identify, define, and coordinate the collection and use of natural resource and other data needed to support the delivery of federal, state, and local conservation program benefits. The parties will cooperate in maintaining data to assure that it supports the mutual needs of the parties for conservation planning, implementation and evaluation. The parties further agree that gathered data will be mutually shared and used in support of conservation delivery framework as needed to facilitate implementation of the programs shown in Attachment A. The use and disclosure of information will be consistent with the guidelines provided in the Records, Facilities, and Equipment section of this agreement. Both NRCS and SWCD employees in the office will maintain adequate knowledge of available conservation programs to provide basic customer service including, but not limited to:

1. Interviewing the customer to determine goals and objectives
2. Gathering on farm data to support development of a conservation plan
3. Develop a conservation plan following the NRCS 9-steps of conservation planning process.
4. Districts that are co-located with NRCS shall utilize the latest USDA-NRCS tools for completing conservation planning processes and reporting (i.e., CDSIS)
5. Providing basic information about program requirements and sign-up periods
6. Helping a customer complete a program application

**Setting Conservation Program Priorities:** The parties agree to implement the conservation program based on mutually developed priorities while recognizing individual responsibilities for federal, state, or local mandates. The parties further agree to annually re-evaluate established priorities and adjust as warranted. SWCD Board has the responsibility to organize local working groups (LWG) to assess resource conditions and establish local priorities. As well, LWG will develop a single SWCD/NRCS partnership plan of work each fiscal year (July 01 – June 30). Each party will prioritize workload as follows, NRCS employees will first address workload associated with federal conservation programs, NRCS priorities, and required NRCS administrative procedures. As time is available, NRCS employees will assist with the North

Carolina State and local programs listed in Attachment A and other District priorities. Likewise, State and District staff will first address workload associated with the State and local programs listed in Attachment A, District priorities, and required District administrative procedures. As time is available, District staff will assist with federal conservation programs and other NRCS priorities.

**Local Working Groups:** Local working groups (LWGs) are subcommittees of the State Technical Committee and provide recommendations to USDA on local and state natural resource priorities and criteria for conservation activities and programs.

LWGs are responsible to:

- (1) Ensure that a conservation needs assessment is developed using community stakeholder input.
- (2) Utilize the conservation needs assessment to help identify program funding needs and conservation practices.
- (3) Identify priority resource concerns and identify, as appropriate, high-priority areas needing assistance.
- (4) Recommend USDA conservation program application and funding criteria, eligible practices (including limits on practice payments or units), and payment rates.
- (5) Participate in multicounty coordination where program funding and priority area proposals cross county boundaries.
- (6) Assist NRCS and the NRCS conservationist with public outreach and information efforts and identify educational and producers' training needs.
- (7) Recommend State and national program policy to the State Technical Committee based on resource data.
- (8) Utilize the conservation needs assessment to identify priority resource concerns that can be addressed by USDA programs.
- (9) Forward recommendations to the NRCS designated conservationist or Farm Service Agency (FSA) County Executive Director, as appropriate.
- (10) Adhere to standard operating procedures identified in Title 440, Conservation Programs Manual (CPM), Part 501, Subpart B, Section 501.14.

LWG membership should be diverse and focus on agricultural interests and natural resource issues existing in the local community. Membership should include agricultural producers representing the variety of crops, livestock, and poultry raised within the local area; owners of nonindustrial private forest land, as appropriate; representatives of agricultural and environmental organizations; and representatives of governmental agencies carrying out agricultural and natural resource conservation programs and activities. Membership of the local working group may include but is not limited to Federal, State, county, Tribal, or local government representatives.

For the LWGs, Conservation Districts shall:

- (i) Develop the conservation needs assessment as outlined in 440-CPM, Part 500, Subpart A.
- (ii) Assemble the local working group.
- (iii) Set the agenda.
- (iv) Conduct the local working group meetings.
- (v) Transmit the local working group's priority area and funding requests to the NRCS designated conservationist or the State Technical Committee, as appropriate.

It is the NRCS designated conservationist's responsibility to participate in the local working group and to:

- (i) Encourage and assist other USDA agencies to participate in the locally led conservation and working group efforts, as feasible.
- (ii) Assist with identifying members for the local working group.
- (iii) Help identify program priorities and resources available.
- (iv) Assist in the development of program priority area proposals.
- (v) Comply with the National Environmental Policy Act, nondiscrimination statement, and other environmental, civil rights, and cultural resource requirements.
- (vi) Support and advise the local working group concerning technical issues, program policies and procedures, and other matters relating to conservation program delivery.
- (vii) Ensure that populations are—
  - Provided the opportunity to comment before decisions are rendered.
  - Allowed to share the benefits of, not excluded from, and not affected in a disproportionately high and adverse manner by Government programs and activities affecting human health or the environment.
- (viii) Analyze performance indicators and reports.
- (ix) Report the conservation programs' impacts on resources.
- (x) Perform the responsibilities of the conservation district where a conservation district is not present or chooses not to fulfill the responsibilities outlined in 440-CPM, Part 501, Subpart A, Section 501.6A.
- (xi) Give strong consideration to the local working group's recommendations on NRCS programs, initiatives, and activities.
- (xii) Ensure that recommendations, when adopted, address natural resource concerns.

**Programs to be implemented:** The parties agree to use federal, state, and local programs in a complementary fashion to address local priorities and concerns. Attachment A includes an example of programs that will be utilized to address priorities and concerns. Employees from agencies will work across program lines to assure efficient and effective customer service.

**Marketing:** The parties agree to conduct a common effort to inform the public of program opportunities and benefits. This information will be disseminated to the appropriate media, to promote district activities and programs. See Attachment A for a marketing profile and a summary of media outlets.

**TECHNICAL ADEQUACY**

The parties agree to utilize the NRCS Field Office Technical Guide or Soil and Water Conservation Commission adopted standards as the minimum technical standards for conservation program implementation in areas of mutual concern. The parties may utilize more stringent standards when necessary to comply with locally enacted laws or ordinances. The NRCS will be the lead agency in the development, and maintenance of the Field Office Technical Guide. As well, the NRCS will be the lead agency for all processes associated with Job Approval Authority (JAA) for NRCS conservation practice standards and Conservation Planner Designation (CPD). When program contracts are developed, the District and NRCS employees in the office will provide conservation planning assistance that meets the 9-steps of conservation planning process and applicable policies as described in the 180-GM-Part 409, its supplements and the National Planning Procedures Handbook. At a minimum, the conservation plan will address resource concerns within the client area of interest and objectives. The NRCS recognizes

JAA and the conservation planning process are a dependent, integral part of the conservation delivery in North Carolina. Both parties agree that no practices will be planned, designed or "checked out" based only on JAA parameters. The installation of the practices must be supported by a conservation plan signed by at a minimum a certified conservation planner.

The parties agree that their respective employees will provide technical assistance based on assigned conservation practice JAA which is based on acquired experience, knowledge, skills, and demonstrated ability and within applicable laws, regulations, and guidelines. Conservation practice JAA will be determined and documented according to NRCS National Engineering Manual, Part 501, NRCS Ecological Sciences JAA (190-GM, Part 417) and in accordance with the NC NRCS policy and procedures regarding JAA as described in the NC JAA Handbook (180-GM Part 681). JAA for DSWC conservation practices will be supervised, determined and documented by the N.C. Soil and Water Conservation Commission pursuant to NCAC 15A 06f.0105(e)(3). Each technical employee in the office will acquire the necessary skills to qualify for JAA for the routinely used engineering and non-engineering conservation practices government in the county. Both District and NRCS employees will attend available training sessions to maintain their knowledge, skills, and abilities related to conservation planning and practice Inventory & Evaluation, design, layout, checkout, and certification.

**PERSONNEL AND FISCAL MANAGEMENT**

The parties recognize that natural resources conservation programs are delivered through an intergovernmental system, in which federal, state, and local governments work together.

The parties will provide their own staffing and fiscal resources commensurate with workload, priorities, allocated funding, and expertise necessary to deliver a balanced and diversified conservation delivery framework. There are certain authorities delegated to specific staff as follows:

**Department Head**

The parties jointly agree that Jacob A. Peels, Lead District Technician, Perquimans Soil and Water Conservation District, will serve as the Department Head. The Department Head will represent the District and its employees at county meetings, conferences, and appropriate functions.

**Personnel Management**

The management of personnel will be as follows:

- a) Hiring and dismissal of district employees will be in accordance with county personnel policies or district policy.
- b) The management of NRCS personnel is the responsibility of NRCS.
- c) Hiring, supervision, development, evaluation, and dismissal of county employees will be done in accordance with applicable law and county personnel policies.

- d) The management of county employees is the responsibility of the Perquimans District Board of Supervisors. In the interest of facilitating these responsibilities, the Supervisory Soil Conservationist (SSC) is delegated the authority for:
  - 1) Technical supervision
    - a. As a condition of assigning CPD or JAA for ecological sciences and engineering practices to District employees, NRCS must periodically review the technical work of these employees to assure adherence to planning and design standards and policy. The SSC is assigned the role of Technical Supervisor. NRCS Area Office personnel will also periodically review the technical work of both NRCS and District employees in the office.
  - 2) Delivery of employee technical training and development.
- e) The Department Head will make recommendations to the Perquimans District Board of Supervisors regarding the following in accordance with county government policy:
  - 1) Recruitment and hiring of district employees.
  - 2) Employee performance evaluation, including awards, disciplinary actions, and separation.
  - 3) Leave coordination and approval.
  - 4) Certification of Time and Attendance Reports.
  - 5) Determination and approval of training requiring expenditure of district funds.
  - 6) For counties with technicians cost shared through the state's cost share programs, responsibility for documenting 2080 hours for each funded position spent per year on non-point source pollution control issues by office staff.

In the event that a county employee feels aggrieved, their recourse is according to county government personnel policy.

**Fiscal Management**

The parties will work together to maximize available resources and actively seek funding to accomplish natural resource priorities and programs.

Each party is responsible for its own fiscal resources to include equipment, supplies, and accounts.

The Department Head and District Administrative Assistant will actively assist the district with the following:

- 1) Development of operating budgets.
- 2) Tracking of expenditures for maintaining funding accountability.
- 3) Making recommendations regarding expenditure of funds and purchases.

**TECHNICAL AND ADMINISTRATIVE CONTACTS**

<b>NRCS</b>	<b>Technical</b>
Name:	Deag Wasson
Title:	Resource Conservationist
Address:	730 N. Grassville Street, Ste B Edenton, NC 27932
Phone No.:	1-252-482-4127 ext. 3
Fax No.:	N/A
E-Mail:	Deag.Wasson@nc.usda.gov

<b>NRCS</b>	<b>Administrative</b>
Name:	Renee Melvin
Title:	ASST. C-Field Operations
Address:	1103 Parkway Dr., Goldsboro, NC 27534-3477
Phone No.:	1-919-731-4976
Fax No.:	N/A
E-Mail:	Renee.Melvin@nc.usda.gov

<b>SWCD</b>	<b>Technical</b>
Name:	Jacob A. Peelo
Title:	NCACSP Technicians
Address:	Edenton Rd Street, Hertford, NC
Phone No.:	1-252-426-5145
Fax No.:	N/A
E-Mail:	Peelo, Jacob A <jacob.peelo@perquimansnc.gov>

<b>SWCD</b>	<b>Administrative</b>
Name:	Janet Stallings
Title:	Administrative Assistant
Address:	Edenton Road Street, Hertford, NC
Phone No.:	1-252-482-4127 ext. 3
Fax No.:	N/A
E-Mail:	Janet.Stallings@perquimanscounty.gov

**RECORDS**

The parties will agree on the maintenance, update, and disposition of relevant records. Access to records will be governed by the Section 1619 of the Food, Conservation, and Energy Act of 2008, the Federal Freedom of Information Act (FOIA) and/or the North Carolina Public Records Law depending on whether the record is a federal record or a state/local record. Each party accepts responsibility for any security breach caused by their employee(s). District personnel with access to federal records, either electronic or hard copies, will complete the required annual security training, conducted through NRCS.

All parties agree to protect personally identifiable and/or confidential information from customers and employees by securing this information in locked file cabinets. When the information is being used and not in a locked cabinet, the employees will keep it with them personally (folder, memory storage device) to avoid improper disclosure of information or loss of data. Personally identifiable and/or confidential information will only be used for authorized purposes.

**FEE FOR SERVICES**

- From time to time, the Perquimans Soil and Water Conservation District may:
- Sell material (i.e. native species plants)
  - Solicit sponsorship for special events, or community/educational workshops
  - Perform general fundraising

**ACCOUNTABILITY**

The parties agree to cooperatively develop and utilize natural resource databases to measure effectiveness in program delivery and customer satisfaction. The District will provide a copy of its Annual Report by September 1 and Plan of Operations by July 31 to other signatories of this agreement. The District will also provide a copy of their Long Range Plan which, at no time, will be in excess of five years old.

**SCOPE OF AGREEMENT**

This agreement covers the basic operating understanding between all parties. Authority to carry out specific projects or activities, transfer of funds, or acquisition of services or property, will be established under separate agreement. The parties agree that contracts, memorandums of understanding, and/or additional agreements may be entered into, as needed, to facilitate the implementation of natural resources conservation programs within the conservation districts.

**TORT LIABILITY**

The parties will each assume responsibility for the actions of their officials or employees acting within the scope of their employment to the extent provided by federal and state laws and local ordinances.

**CIVIL RIGHTS**

The parties recognize the benefit and importance of delivering conservation programs equitably to all customers, having a diverse staff to assist this customer base, and having diversity within the district board. The parties agree to work cooperatively to achieve diversity in all aspects of the conservation program through effective outreach and marketing.

The parties will be in compliance with the nondiscrimination provisions contained in Titles VI and VII of the Civil Rights Act of 1964, as amended, the Civil Rights Restoration Act of 1987

(Public Law 103-259) and other nondiscrimination statutes, namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, Americans With Disabilities Act of 1990, and in accordance with the regulations of the USDA Secretary of Agriculture (7CFR-15, Subparts A & B) which provide that no person in the United States shall, on the grounds of race, color, national origin, age, sex, religion, marital status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance from the Department of Agriculture or any agency thereof.

**REVIEW/MODIFICATION/TERMINATION**

This agreement will be reviewed annually and, unless amended, shall be in effect for a period not to exceed five (5) years from the date of final signature. The agreement can be modified or terminated at any time by mutual consent of all parties or can be terminated by any party giving 60 days written notice to the other parties.

UNITED STATES DEPARTMENT OF AGRICULTURE  
NATURAL RESOURCES CONSERVATION SERVICE

NCDA&CS – DIVISION OF SOIL AND WATER CONSERVATION

By: \_\_\_\_\_  
State Conservationist

By: \_\_\_\_\_  
Director

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

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

PERQUIMANS SOIL AND WATER CONSERVATION DISTRICT

Perquimans County

By: N. Wayne Shields  
Chairperson

By: \_\_\_\_\_  
PERQUIMANS County Manager

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

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

**Attachment A**

The following is a detailed list of Resource Inventories, Programs, and Marketing Media used to address local conservation priorities and concerns. The parties agree to utilize these in a complementary manner, thus maximizing the delivery of conservation benefits to the customers and clients. This list is subject to infernal changes or updates.

**RESOURCE INVENTORY & DATA SHARING** NC Agriculture Cost Share Program (NCACSP)

- |   |   |
|---|---|
| Natural Resource Inventory (FSA, NCACSP, 0.200)                                     | Environmental Quality Incentives Program (EQIP) |
| River Basin Study Reports   | Forest Land Enhancement Program (FLEP)          |
| Natural Heritage Inventory of Perquimans County                                     | Wildlife Habitat Incentives Program (WHIP)      |
| Perquimans County GIS   | NRCS ToolKit                                    |
| Perquimans SWCD Long Range Plan   | Maps (USGS Topographical, National Wetland)     |
| Soil Survey of Perquimans County, Maps of County Inventory and Flood Insurance Rate | Grassland Reserve Program (GRP)                 |
| Historical Aerial Photos  |   |

**PROGRAMS**

- |  |   |
|--|---|
| <b>Federally Initiated Programs</b>                              | Forest Land Enhancement Program (FLEP)            |
| Conservation Technical Assistance (CTA)                          | Wetland Reserve Program (WRP)                     |
| National Cooperative Soil Survey (NCSS)                          | Wildlife Habitat Incentives Program (WHIP)        |
| Small Watershed Program (PL-566)                                 | Conservation Reserve Program (CRP/CREP)           |
| River basin Surveys & Investigations (RB-09)                     | Emergency Conservation Program (ECP)              |
| Resource Conservation & Development (RC&D)                       | NC Partners for Wildlife                          |
| Emergency Watershed Program (EWP)                                | FarmLand Protection                               |
| Environmental Quality Incentives Program (EQIP)                  | 519 Funds   |
| Agricultural Conservation Easement Program                       | Grassland Reserve Program (GRP)                   |
| Conservation Stewardship Program (CSP)                           |   |
| Agricultural Conservation Easement Program (ACEP)                |   |
| Other Farm Bill authorized conservation programs                 |   |
| <b>North Carolina Initiated State Programs</b>                   | Comm. Conservation Assistance Program (CCAP)      |
| NC Agriculture Cost Share Program (NCACSP) - DSWC                | Clear Water Management Trust Fund (CWMTF)         |
| Erosion and Sedimentation Control - Urban Areas                  | Wildlife Biology Technical Assistance - NCWRC     |
| Site Plan Reviews - Non-Ag. Developments                         | Wildlife Restoration Committee                    |
| Confined Animal Permits - NCDENR                                 | State non-discharge rules (0.100, 0.2H200 & 0.2T) |
| FarmLand Protection  | Forest Development Plan - (FFP) - NCS             |
| NC - Wetland Restoration Program (NC-WRP)                        | North Carolina Environmental Education Plan       |
| NC Agriculture Water Resource Assistance Program (AgWRAP) - DSWC | North Carolina Big Sweep                          |

**Locally Initiated Programs**

- |  |   |
|--|---|
| FarmLand Preservation                    | Open Spaces Institute Advisory Board          |
| Site Plan Reviews - Non-Ag. Developments | Erosion & Sedimentation Control - Urban Areas |
| Awards and Recognition Program           | Environmental Education                       |

**MARKETING MEDIA**

- |   |                                |
|---|--------------------------------|
| - Newsletters (SWCD, FSA, CES, County Web.) | - Regional Chamber of Commerce |
| - Private & Public Schools                  | - Community College            |
| - Church Newsletters                        | - 4-H Groups                   |
| - Local Broadcasting (TV, Radio, Cable)     | - Social Media (Facebook)      |