

**Board of Commissioners
Recessed Meeting
May 15, 2023**



WASHINGTON COUNTY BOARD OF COMMISSIONERS
RECESSED MEETING AGENDA
MAY 15, 2023

COMMISSIONERS' ROOM, 116 ADAMS STREET, PLYMOUTH, NC

- 6:00 PM Call to Order—Chair Walker
- Item 1 6:01 PM Consent Agenda
a) Auditor Contact, Mr. Curtis Potter, CM/CA
b) MTW Contact, Mr. Curtis Potter, CM/CA
- Item 2 6:10 PM Washington County Board of Equalization & Review, Ms. Sherri Wilkins,
Tax Administrator
- Item 3 6:20 PM Budget Amendments & Transfers, Ms. Missy Dixon, Finance Officer
- Item 4 6:30 PM Washington County FY24 Recommended Budget Presentation & Budget Message,
Mr. Curtis Potter, CM/CA
- Item 5 7:00 PM Closed Session has been scheduled according to NCGS §143-318.11(a)(3) (attorney-
client privilege) and NCGS §143-318.11(a)(6) (personnel).

Recess/Adjourn

WASHINGTON COUNTY BOARD OF COMMISSIONERS
AGENDA STATEMENT

ITEM NO: 1

DATE: May 15, 2023

ITEM: Consent Agenda

SUMMARY EXPLANATION:

- a) Audit Contract (see attached)
(It represents an increase of \$2600 for the General Fund, and \$400 for the TTA.)

- b) MTW Contract (see attached)

The	Governing Board BOARD OF COMMISSIONERS
of	Primary Government Unit WASHINGTON COUNTY
and	Discretely Presented Component Unit (DPCU) (if applicable) WASHINGTON COUNTY TRAVEL & TOURISM AUTHORITY

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

and	Auditor Name THOMPSON, PRICE, SCOTT, ADAMS & CO, P.A.
	Auditor Address 1626 S MADISON STREET WHITEVILLE, NC 28472

Hereinafter referred to as Auditor

for	Fiscal Year Ending 06/30/23	Date Audit Will Be Submitted to LGC 10/31/23
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Must be within four months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). The basic financial statements shall include budgetary comparison information in a budgetary comparison statement, rather than as RSI, for the General Fund and any annually budgeted Special Revenue funds.
2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards (GAGAS)* if the Governmental Unit expended \$100,000 or more in combined Federal and State financial assistance during the reporting period. The auditor shall perform a Single Audit if required by Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F (Uniform Guidance)* or the State Single Audit Implementation Act. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

Effective for audits of fiscal years beginning after June 30, 2023, the LGC will allow auditors to consider whether a unit qualifies as a State low-risk auditee based upon federal criteria in the Uniform Guidance §200.520(a), and (b) through (e) as it applies to State awards. In addition to the federal criteria in the Uniform Guidance, audits must have been submitted timely to the LGC. If in the reporting year, or in either of the two previous years, the unit reported a Financial Performance Indicator of Concern that the audit was late, then

the report was not submitted timely for State low-risk auditee status. Please refer to "Discussion of Single Audits in North Carolina" on the LGC's website for more information.

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Auditing Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within four months of fiscal year end. If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.

For GAAS or *Government Auditing Standards* audits, if an auditor issues an AU-C §260 report, commonly referred to as "Governance Letter," LGC staff does not require the report to be submitted unless the auditor cites significant findings or issues from the audit, as defined in AU-C §260.12 - .14. This would include issues such as difficulties encountered during the audit, significant or unusual transactions, uncorrected misstatements, matters that are difficult or contentious reviewed with those charged with governance, and other significant matters.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is also required for the Alternative Compliance Examination Engagement for auditing the Coronavirus State and Local Fiscal Recovery Funds expenditures as allowed by US Treasury. Approval is not required on audit contracts and invoices for system improvements and similar services of a non-auditing nature.
9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. This also includes any progress billings [G.S. 159-34 and 115C-447]. All invoices for audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.
10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).
11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.
12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.
13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements and/or the compliance section, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Government Auditing Standards, 2018 Revision* (as applicable). Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include:

- a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;
- b) the status of the prior year audit findings;
- c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and
- d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern. See 20 NCAC 03 .0502(c)(6).

30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 17 for clarification).

31. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit>

32. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

33. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

FEEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Government Auditing Standards, 2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will be not be approved.

Financial statements were prepared by: Auditor Governmental Unit Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name: **Title and Unit / Company:** **Email Address:**

OR Not Applicable (Identification of SKE Individual on the LGC-205 Contract is not applicable for GAAS-only audits or audits with FYEs prior to June 30, 2020.)

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. The audit fee information included in the table below for both the Primary Government Fees and the DPCU Fees (if applicable) should be reported as a specific dollar amount of audit fees for the year under this contract. If any language other than an amount is included here, the contract will be returned to the audit form for correction.

4. Prior to the submission of the completed audited financial report and applicable compliance reports subject to this contract, or to an amendment to this contract (if required) the Auditor may submit interim invoices for approval for services rendered under this contract to the Secretary of the LGC, not to exceed 75% of the billings for the unit's last annual audit that was submitted to the Secretary of the LGC. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

PRIMARY GOVERNMENT FEES

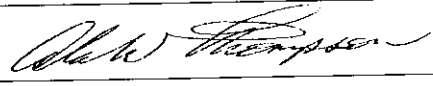
Primary Government Unit	WASHINGTON COUNTY
Audit Fee	\$ 47,850
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	\$
Writing Financial Statements	\$ 3,000
All Other Non-Attest Services	\$

DPCU FEES (if applicable)


Discretely Presented Component Unit	WASHINGTON COUNTY TRAVEL & TOURISM AUTHORITY
Audit Fee	\$ 4,150
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	\$
Writing Financial Statements	\$ 500
All Other Non-Attest Services	\$

SIGNATURE PAGE

AUDIT FIRM

Audit Firm* THOMPSON, PRICE, SCOTT, ADAMS & CO, P.A.	
Authorized Firm Representative (typed or printed)* ALAN W. THOMPSON	Signature* 
Date* 03/30/23	Email Address* alanthompson@tpsacpas.com

GOVERNMENTAL UNIT

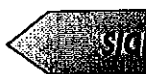
Governmental Unit* WASHINGTON COUNTY	
Date Primary Government Unit Governing Board Approved Audit Contract* (G.S.159-34(a) or G.S.115C-447(a))	✓
Mayor/Chairperson (typed or printed)*	Signature* 
Date	Email Address

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE


Required by G.S. 159-28(a1) or G.S. 115C-441(a1).
Not applicable to hospital contracts.

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

Primary Governmental Unit Finance Officer* (typed or printed) MISSY DIXON	Signature* 
Date of Pre-Audit Certificate* ✓	Email Address* mdixon@washconc.org

**SIGNATURE PAGE – DPCU
(complete only if applicable)**

DISCRETELY PRESENTED COMPONENT UNIT


DPCU*		
WASHINGTON COUNTY TRAVEL & TOURISM AUTHORITY		
Date DPCU Governing Board Approved Audit Contract* (Ref: G.S. 159-34(a) or G.S. 115C-447(a))		✓
DPCU Chairperson (typed or printed)*	✓	Signature* 
Date*	✓	Email Address* ✓

✓	Chair of Audit Committee (typed or printed, or "NA")	Signature
	Date	Email Address

DPCU – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).
Not applicable to hospital contracts.

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

DPCU Finance Officer (typed or printed)*		Signature* 
MISSY DIXON		
Date of Pre-Audit Certificate*	✓	Email Address* mdixon@washconc.org

Remember to print this form, and obtain all required signatures prior to submission.

PRINT

COUNTY OF WASHINGTON

BOARD OF COMMISSIONERS

COMMISSIONERS:
JULIUS WALKER, JR., CHAIR
ANN C. KEYES, VICE-CHAIR
TRACEY A. JOHNSON
CAROL V. PHELPS
JOHN C. SPRUILL



ADMINISTRATION STAFF:
CURTIS S. POTTER
COUNTY MANAGER/COUNTY ATTORNEY
cpotter@washconc.org

CATHERINE "MISSY" DIXON
FINANCE OFFICER
mdixon@washconc.org

JULIE J. BENNETT, MMC, NCMCC
CLERK TO THE BOARD
jbennett@washconc.org

POST OFFICE BOX 1007
PLYMOUTH, NORTH CAROLINA 27962
OFFICE (252) 793-5823

AGENDA ITEM MEMO

MEETING DATE: May 15, 2023 **MEMO Date:** May 12, 2023 **ITEM:**

SUBJECT: 2nd Judicial District - Drug Recovery Court Coordinator Position

DEPARTMENT: MTW District Health Department

FROM: Curtis S. Potter, County Manager/County Attorney (CM/CA)

ATTACHMENTS:

- A- Memorandum of Agreement Between MTW District Health Department and Washington County - 2pgs
 - B- Contract for Recovery Court Coordinator Services Between MTW District Health Department and Washington County - 3pgs
 - C- Memorandum of Agreement Between Washington County, Judge Regina R. Parker, North Carolina Administrative Office of the Courts - 7pgs
-

PURPOSE: To review & approve the attached documents in order to assist MTW with continuing to use grant funds to reimburse the costs of employing a Drug Recovery Court Coordinator position for the 2nd Judicial District.

BACKGROUND: MTW has taken on the role of coordinating our regional evaluation and response to the opioid epidemic and crises following a series of regional meetings to discuss that crises several years ago. In doing so MTW applied for & received grant funds for funding a Drug Recovery Court Coordinator Position which works in the 2nd Judicial District closely with and under the direct supervision of Chief District Court Judge Regina Parker. MTW intended to contract directly with the NC Administrative Office of the Courts (NCAOC) to fund this position, but due to the specific language of NCGS 153A-212.1, the NCAOC can only contract directly with a county government. In 2019 MTW and Judge Parker requested that Washington County help facilitate the creation/funding of this position by agreeing to provide as the go-between. An initial set of agreements almost identical to those attached were created and signed to begin doing so as of June 30, 2022 and expire June 30, 2023. The attached documents will effectively extend this arrangement for one additional fiscal year ending June 30, 2024.

FINANCIAL IMPACTS: No Direct Impact (full reimbursement by MTW). Indirect costs associated with additional administrative time and resources required to facilitate the ongoing contract administration and process monthly invoices/payments absorbed by Washington County.

RECOMMENDATION(S): Review the attached contracts and if satisfactory:

- Approve the attached contracts and authorize the County Manager and Finance Officer to execute and deliver them on behalf of Washington County as needed in order to provide for the continuation of the Drug Recovery Court Coordinator position within the 2nd Judicial District for an additional fiscal year.

MEMORANDUM OF AGREEMENT
BETWEEN THE
MARTIN-TYRRELL-WASHINGTON DISTRICT HEALTH DEPARTMENT
AND
WASHINGTON COUNTY
2023-2024

This Memorandum of Agreement is between the Martin-Tyrrell-Washington District Health Department and Washington County to facilitate the provision of pass through funding to be used to fund a new Recovery Court Coordinator position.

The Martin-Tyrrell-Washington District Health Department is the grantee for the Adult Drug Court Discretionary Grant Program awarded by the Bureau of Justice Assistance, a division of the United States Department of Justice.

One of the key components of the grant is funding to support a Recovery Court Coordinator position. This position will be supervised by the Chief District Court Judge for North Carolina's Second Judicial District. This position will be housed in the North Carolina Administrative Office of the Courts.

The North Carolina Administrative Office of the Courts has insisted upon receiving the funding for this position directly from a county pursuant to NCGS § 153A-212.1 and a form non-negotiable written Memorandum of Understanding to be entered into between that county and itself.

Washington County was asked to serve as said county by utilizing its authority under the statute cited above and by entering into the non-negotiable Memorandum of Understanding with the North Carolina Administrative Office of the Courts to fund the new Recovery Court Coordinator position if the Martin-Tyrrell-Washington District Health Department agreed to fully reimburse the county with grant funding to be received for such purpose under the grant described above.

Washington County has agreed to the foregoing request upon the condition that it can obtain certain financial and legal assurances from Martin-Tyrrell-Washington District Health Department under this Memorandum of Understanding together with any attached contracts referenced herein. These are requested to more adequately address and resolve certain potential financial or legal risks and concerns that may arise for Washington County under the separate and non-negotiable Memorandum of Agreement it will be required to enter into with the North Carolina Administrative Office of the Courts for funding the new Recovery Court Coordinator position.

The assistance provided hereunder by the Martin-Tyrrell-Washington District Health Department will consist generally of:

1. Ensuring that grant funding for the position and any and all costs arising from the position will be provided to Washington County.
2. Ensuring that the Recovery Court Coordinator has assistance to run the 2nd Judicial District Opioid Coalition and all other activities related to the Recovery Court.
3. Administering the remaining funds in the grant, to be used to contract with other key Recovery Court personnel, supplies, travel and training funds, and other expenses.
4. General oversight responsibility for monitoring and ensuring the overall grant funding compliance with any applicable grant restrictions or any other applicable rules, regulations or laws.

The assistance provided hereunder by Washington County will consist generally of serving in effect as a pass through entity by utilizing its statutory authority pursuant to NCGS § 153A-212.1 or other applicable law, to enable the County to provide the necessary funding to the Administrative Office of the Courts to be used to fund the Recovery Court Coordinator position.

All such funding provided by Washington County will be fully reimbursed by the Martin-Tyrrell-Washington District Health Department pursuant to the attached “**Contract for Recovery Court Coordinator services Between the MTW District Health Department and Washington County**” (July 1, 2023 – June 30, 2024) which is attached hereto and incorporated herein by specific reference.

This Memorandum of Agreement is hereby entered into by the following duly authorized agents of each entity as stated, and shall be effective as of July 1, 2023.

Wes Gray, Date

Local Health Director
Martin-Tyrrell-Washington
District Health Department

Curtis Potter, Date
County Manager / County Attorney

Washington County

**Contract for Recovery Court Coordinator services
Between the
MTW District Health Department and Washington County**

July 1, 2023 – June 30, 2024

This agreement between the Martin-Tyrrell-Washington District Health Department hereinafter referred to as the “**Department**” and Washington County, hereinafter referred to as the “**County**” is entered into for the purpose of providing Recovery Court Coordinator services for the District 2 Recovery Court, operating out of the North Carolina Administrative Office of the Courts, hereinafter referred to as the “**NCAOC**.” The 2nd Judicial District, hereinafter referred to as the “**Judicial District**” covers the counties of Martin, Tyrrell, Washington, Beaufort, and Hyde.

Whereas both the Department and the County mutually agree that the purpose of providing Recovery Court Coordinator services is to promote optimal health and well-being of residents in Washington County and throughout the District, and

Whereas both the Department and the County mutually agree that the long-term purpose of these funds is to provide full-time Recovery Court Coordinator services to each county in the Judicial District, and

Whereas both the Department and County mutually agree that the Adult Drug Court Discretionary Grant Program awarded by the Bureau of Justice Assistance at the United States Department of Justice is a useful step toward the goal of reducing the impact of the opioid epidemic in our area, and

Whereas both the Department and County mutually agree to continue providing Recovery Court Coordinator services as specified in the annually developed “Memorandum of Agreement between Martin-Tyrrell-Washington District Health Department and Washington County;”

NOW, THEREFORE, in consideration of the premises and the following mutual covenants and conditions and any sums to be paid, the Department and the County agree as follows:

The Department agrees:

1. To provide funds not to exceed \$89,238 to the County as grant sub-contractor for the purpose of supporting one Recovery Court Coordinator position that will be employed by the NCAOC for the 2023-2024 fiscal year pursuant to and in accordance with a Memorandum of Agreement between Washington County, Chief District Court Judge Regina R. Parker, and North Carolina Administrative Office of the Courts effective July 1, 2023 which is attached hereto and incorporated herein by reference as if fully set out and referred to hereinafter as the “**AOCMOU**”. This amount includes any liability arising between the County

and the NCAOC. Any additional liability arising above \$89,238 will be covered by the Department.

2. That the funds will be paid monthly upon submission of an invoice that specifies personnel and other allowable costs and that the Department shall pay the sub-contractor within thirty (30) days of receipt of the invoice. Any adjustments to the invoice shall be taken into account in the next succeeding invoice or as soon thereafter as reasonably practical.
3. That the funds may be used only for personnel costs (salary and fringe), office supplies, hardware, software, support services, telecommunications, and in-state travel, or other expenses outlined in North Carolina GS § 7A-300 or the AOCMOU.
4. To immediately notify the County in writing of any known grant funding disputes or compliance issues that may threaten the continuing availability of grant funds to the Department related to this program.

The County as grant Sub-Contractor agrees:

1. To utilize funds not to exceed \$89,238 for the purpose of supporting one Recovery Court Coordinator position at the NCAOC for the 2023-2024 fiscal year pursuant to and in accordance with the AOCMOU, and to notify the Department of any additional expenses related to liability and personnel costs.
2. To submit an invoice to the Department monthly that specifies personnel and other allowable costs for the period.
3. To contract with the NCAOC to pay personnel and operating costs for the Recovery Court Coordinator by entering into the AOCMOU.
4. To inform the Department of the employment of the Recovery Court Coordinator, and in the event of termination, whether voluntary or involuntary, and the date of termination within 4 working days of such action.

The parties mutually agree:

1. Term: This contract shall be in effect for the period July 1, 2023 through June 30, 2024.
2. Termination: Either party may terminate this contract with or without cause upon 60 days written notice which is the same period of time for unilateral termination available to County under the AOCMOU
3. Merger: The Contract is the entire agreement between the parties with respect to the foregoing matter and there are no other verbal or written agreements with

respect thereto between the parties which have not been reduced to writing and specifically incorporated into the Contract.

4. Modification: No modifications of the Contract shall be valid unless reduced to writing signed by all parties hereto.
5. Severability: The provisions of this Contract are intended to be severable. Any and all provisions of this Contract that are prohibited, unenforceable, or otherwise not authorized in any jurisdiction shall, as to such portion and/or jurisdiction only, be deemed ineffective to the extent of such prohibition, unenforceability, or non-authorization, without invalidating the remaining provision(s) hereof in such jurisdiction, or affecting the continuing validity, enforceability, or legality hereof in any other jurisdiction.
6. Electronic and/or Duplicate Execution & Order of Execution: The Contract may be executed in multiple counterparts, in which event each executed copy shall be deemed an original document as between the parties. An electronic signature and/or copy of the Contract shall have the same force and affect as the original. Due to the need to comply with statutory auditing requirements, all parties contracting with County shall execute the Contract first and deliver a fully signed copy thereof (preferably via electronic form) to the County for its counter-execution and delivery of a fully signed copy to all parties.

IN WITNESS WHEREOF, the undersigned having been duly authorized by each of the parties hereto, have executed and entered into this agreement on behalf thereof, as of the effective date stated hereinabove.

FOR AND ON BEHALF OF:

FOR AND ON BEHALF OF:

**MARTIN-TYRRELL-WASHINGTON
DISTRICT HEALTH DEPARTMENT**

WASHINGTON COUNTY

MTW Local Health Director

Washington County Manager

Date: _____

Date: _____

(This instrument has been pre-audit in the manner required by the Local Government Budget and Fiscal Control Act)

MTW Finance Officer

Washington County Finance Officer

Date: _____

Date: _____

NORTH CAROLINA

WASHINGTON COUNTY

THIS AGREEMENT is made and entered into, by, and between **Washington County**, (hereinafter “the County”); **Judge Regina R. Parker**, Chief District Court Judge, 2nd Judicial District (hereinafter “the Judge”); and the **North Carolina Administrative Office of the Courts** (hereinafter “the NCAOC”); (collectively, the “Parties” and individually, a “Party”), effective as of the date the last Party signs below.

WITNESSETH

THAT WHEREAS, the Judge has applied to the NCAOC Director for authority to hire one Recovery Court Coordinator to support operations of a recovery court in the 2nd Judicial District;

WHEREAS, pursuant to G.S. 153A-212.1, the County may appropriate funds under contract with the NCAOC for the provision of services for the speedy disposition of cases involving a threat to public safety;

WHEREAS, the County has appropriated funds to implement a program of expediting these cases and has budgeted the annualized sum to pay for the personnel position costs for each position listed in Appendix A, which Appendix A is attached hereto and is incorporated herein as if fully set out;

WHEREAS, the NCAOC Director has found that the Judge has made a showing that the overwhelming public interest warrants the use of additional resources for the speedy disposition of cases involving a threat to public safety within the meaning of that statute;

WHEREAS, the County desires to pay to the NCAOC on behalf of the Judge the amounts specified herein for the use by the Judge to hire personnel as shown in Appendix A;

WHEREAS, the NCAOC is responsible for administering the receipts and expenditures of the Judicial Branch, including the office of the Judge; and

WHEREAS, the parties hereto have mutually agreed to the terms of this Agreement as hereinafter set out.

NOW THEREFORE, in consideration of the terms and conditions hereinafter set forth, the County does hereby agree to provide funds and the NCAOC agrees to administer the funds on behalf of the Judge for the position shown in Appendix A.

THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE AS FOLLOWS:

1. The term of this Agreement shall be for a period of 12 months, beginning on July 1, 2023 and terminating on June 30, 2024.
2. The employee(s) under this contract will be the employee(s) of the Judge accordingly for all purposes, and shall be hired by and work under the supervision and direction of the Judge for the 2nd Judicial District.
3. The County will be responsible for paying the personnel and operating costs as budgeted and other related costs that may arise. Any changes in salary shall be communicated in writing to the County, the Judge, and the NCAOC. The parties agree to act in good faith to facilitate such budget amendments as may be necessary from time to time. The Judge shall provide space and furnishings for their staff positions under this agreement commensurate with other staff offices. The NCAOC shall provide administrative services (including Human Resources processing and payroll services) pursuant to this Agreement, but shall not contribute funds or be responsible for paying any operating expenses of the project, nor shall the NCAOC or County be responsible for the hiring or supervision of the positions.
4. The County shall provide funds to the NCAOC Chief Fiscal Officer as outlined in Appendix A. Expenses for unemployment, workers compensation and disability claims, as outlined in paragraph 8 below, are unforeseen expenses which are not included in Appendix A and may increase the County's financial obligation above and beyond the base amount indicated in Appendix A, should a claim be filed.
5. All payment of funds ~~must~~ **MAY** be made electronically via an account with the North Carolina Department of State Treasurer, as established through the NCAOC and the North Carolina Office of the State Controller. After ~~each~~ **any** electronic payment of funds, the County must then notify NCAOC's Cash Management Division via email, NCJC.FSD.CashManagement@nccourts.org, detailing the amount and relevant month for which the payment applies, or by attaching the relevant invoice to the email. **Notwithstanding anything herein to the contrary, the County hereby expressly reserves the right to issue payments via physical check upon receipt of applicable invoices.**
6. The County agrees to provide to the NCAOC all operating costs associated with the position(s) in this contract in accordance with annual NCAOC position cost statements supplied by the NCAOC Financial Services Division, as shown in Appendix A. Typical operating costs in NCAOC position cost statements represent expenditures such as transportation, meals and lodging, registration fees, maintenance agreements, general office supplies, telephone service and equipment, personal computer, software, and wiring and installation. Using funds provided by the County, the NCAOC will purchase and maintain all equipment outlined in Appendix A. The County will submit payment upon the receipt of a detailed invoice.
7. If the County fails to pay an invoice within 60 days of receipt, the NCAOC will apply the requisite amount of court facilities fees collected pursuant to G.S. 7A-304 and

7A-305 toward the outstanding invoice amount. If the County chooses to remit payment to the NCAOC after the court facilities fees have already been applied to the outstanding invoice amount, the NCAOC will reclassify the amount of court facilities fees allocated to the outstanding invoice so that that County will receive its full share of court facilities fees pursuant to G.S. 7A-304 and 7A-305.

8. The County agrees that it will increase the payments under this Agreement by the amount necessary to provide for each of the following increases in the compensation or benefits of any person whose position is funded under this Agreement, with each increase to become effective on the effective date of the relevant increase in compensation or benefits. Should the amounts needed for any increase exceed ten percent (10%) of the total contract amount, the County must agree in writing to any amount in excess of ten percent (10%) of the total contract amount. If the County does not agree in writing to pay the amount in excess of ten percent (10%), then the parties may terminate this contract in accordance with paragraph 10 below.
 - a. Any increase in salary due to legislative act, reclassification, in-range adjustment, or longevity
 - b. Any increase in salary to which any assistant or deputy clerk is entitled under the pay plan adopted pursuant to G.S. §7A-102
 - c. Any legislatively mandated increase in the employer contributions to the North Carolina Teachers' and State Employees' Retirement System or the Consolidated Judicial Retirement System
 - d. Any legislatively mandated increase in the employer's premium to provide coverage under the North Carolina Teachers' and State Employees' Major Medical Plan

9. The County agrees to reimburse the NCAOC for any and all costs arising from an unemployment, workers' compensation and/or disability claim submitted by an employee under this contract who qualifies for such payments based on his/her duration of employment with the Judicial Branch. The County agrees to reimburse the NCAOC for all costs arising from any such claim that is submitted after the contract period specified in paragraph 1 above, so long as the termination of employment or injury that is the subject of such claim occurred during said contract period. Costs arising from unemployment, workers' compensation and/or disability claims are not included in Appendix A and may result in costs in excess of those outlined in paragraph 4 above. Absent a specific line item in Appendix A for unemployment, workers' compensation, and/or disability costs, such costs may be offset and covered with (i) funds reallocated from other line items, where available; and/or (ii) lapsed salary resulting from vacant positions under this Agreement. Vacant positions under this Agreement may be held vacant for an extended period of time to ensure that there will be a sufficient amount of lapsed salary with which to reimburse the NCAOC for any such claims. This provision does not limit the authority of the Office of the North Carolina Attorney General to represent the NCAOC in any litigation that may arise hereunder. Additionally, the NCAOC ~~may~~ **WILL** purchase workers' compensation insurance

to cover any workers' compensation claims that may be filed in accordance with this Agreement. The County agrees to reimburse the NCAOC for the cost of workers' compensation insurance premiums and deductibles paid by the NCAOC. The NCAOC will send an invoice to the County for payment of any and all costs arising from an unemployment, workers' compensation and/or disability claim and for insurance premiums and deductibles and the County shall pay any invoice not later than 60 days after the County's receipt of the invoice.

10. The NCAOC and the County shall maintain all appropriate documentation of expenditures under this contract for examination by the Office of the State Auditor. The NCAOC shall provide to the County, and the County shall provide to the NCAOC, copies of said documentation upon request.
11. This Agreement may be terminated by the County, the NCAOC, or the Judge upon giving sixty (60) days' notice in writing or by mutual consent of all of the parties.
12. It is understood and agreed between the County, the Judge, and the NCAOC that the renewal or extension of the payment specified in this Agreement is dependent upon and subject to the allocation, availability, or appropriation of funds by the County.
13. It is understood and agreed between the County, the Judge, and the NCAOC that this Agreement is entered into pursuant to G.S. 153A-212.1, and that nothing in this Agreement shall be construed to obligate the NCAOC to maintain or request funding for positions or services initially provided under this Agreement.
14. This Agreement may be amended by written agreements executed by all parties, except that if the only change is an increase in positions and corresponding costs, then only the County and the NCAOC need sign the amendment.
15. This Agreement, including Appendix A, is the entire Agreement among the parties and there are no other Agreements, oral, written, expressed or implied.
16. This Agreement and any amendments or modifications hereto, to the extent signed in handwriting and then delivered by means of electronic transmission in portable document format ("PDF"), shall be treated in all manner and respects as an original agreement or instrument, and shall be considered to have the same force and legal effect as an original signature.
17. **Non-Appropriations Clause.** In the event sufficient funds are initially appropriated for this Agreement during the initial adoption of the County's annual budget coinciding with the term of this Agreement, the County reserves the right to terminate this contract without penalties of any sort, provided however; staff responsible for the management of this Agreement shall use best efforts to obtain an appropriation in the full amount required under the Agreement, including the submission of budget requests each year that are sufficient to cover the County's payment obligations for each applicable fiscal year. This clause is intended to permit staff to execute and expedite the administration of this Agreement before the formal adoption date of the County's annual budget.

IN WITNESS WHEREOF, the Parties, or their duly authorized representatives, have executed this Agreement as of the Effective Date. The undersigned County Manager agrees to provide the NCAOC with copies of minutes or other documentation authorizing them to execute this contract on behalf of the County.

WASHINGTON COUNTY

BY: _____
County Manager

Date: _____

**CHIEF DISTRICT COURT JUDGE
2nd JUDICIAL DISTRICT**

BY: _____
Judge

Date: _____

NORTH CAROLINA ADMINISTRATIVE OFFICE OF THE COURTS

BY: _____
Director

Date: _____

Approved as to Form

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

County Attorney

County Finance Director

Date

Date

APPENDIX A

Estimated Contract Cost

3/23/2023

Invoices will be based on actual, not estimated, costs.

Position Title: Recovery Court Coordinator	State FY 2024 Costs
Salary & Longevity	56,734
Social Security 7.65%	4,341
Retirement 25.78%	14,627
Health Insurance	7,646
Workers' Compensation	284
Unemployment	700
Office Supplies	800
Training/Conference Registration Fees	0 ¹
Hardware, Software, Support Services	1,560 ²
Data Infrastructure	708 ²
Cell Phone	0 ¹
In-State Travel	
Mileage (2400 miles x \$0.66/mile)	1,584
Lodging (2 days x \$85/day)	170
Meals (2 days x \$42/day)	84
Total Estimated Cost	\$89,238

1 Expenses not anticipated during this fiscal year.

2 Expenses are invoiced regardless of position vacancy status.

WASHINGTON COUNTY BOARD OF COMMISSIONERS

AGENDA STATEMENT

ITEM NO: 2

DATE: May 15, 2023

ITEM: Board of Equalization & Review, Ms. Sherri Wilkins, Tax Administrator

SUMMARY EXPLANATION:

- a) Motion to convene as the Board of Equalization and Review (E & R)
- b) Hearing of Appeals
As of the preparation of this agenda package, Sherri Wilkins, Tax Administrator, has informed the County Manager's Office that there are no appeals at this time.
- c) Motion to recess the Board of E & R until June 5, 2023 at 6:00 PM in the Commissioners' Room.

WASHINGTON COUNTY BOARD OF COMMISSIONERS

AGENDA STATEMENT

ITEM NO: 3

DATE: May 15, 2023

ITEM: Finance Officer's Report

SUMMARY EXPLANATION:

Ms. Missy Dixon, Finance Officer will discuss the enclosed budget amendments/transfers to the Board for approval/disapproval and information.

See attached.

Washington County
BUDGET TRANSFER

To: Board of Commissioners

BT #: 2023 - 149

From: Curtis Potter, County Manager
Missy Dixon, Finance Officer

Date: May 4, 2023

RE: Buildings/Facilities/Sheriff/SRO

Please authorize the finance officer to make the following budgetary adjustments:

Account Code	Description	Old	+ or (-)	New
10-4260-558	CIP-HVAC Repairs/Replacements Reserves	30,314.00	(16,000.00)	14,314.00
10-4265-540	Facilities-Capital Outlay-Equipment	18,240.00	16,000.00	34,240.00
Buildings/Facilities				
10-4265-215	Facilities-Maintenance & Repair Building	67,879.00	(6,000.00)	61,879.00
10-4265-332	Facilities-Utilities-Water	30,000.00	6,000.00	36,000.00
Facilities				
10-4314-310	Plymouth High SRO-Travel	2,595.00	(1,000.00)	1,595.00
10-4310-260	Sheriff-Departmental Supplies	12,000.00	1,000.00	13,000.00
SRO/Sheriff				
		161,028.00	-	161,028.00

Justification:

This transfer is to move monies as follows: from the Building Department Budget to the Facilities Budget in order to purchase two HVAC Units-one for the 911 Server Room and one for the Maintenance Shop as staff has relocated their office to this area; within the Facilities Budget from Maintenance & Repair Building to Utilities-Water in order to pay the remaining water bills for all buildings through fiscal year end; and to move monies from the PHS SRO Budget to the Sheriff's Departmental Supplies line to cover the purchase of supplies that have been ordered to carry through fiscal year end.

Budget Officer's Initials CP

Approval Date: 5/4/23

Initials: CP
Batch #: 2023-149
Date: 5/4/2023

Washington County
BUDGET TRANSFER

To: Board of Commissioners

BT #: 2023 - 150

From: Curtis Potter, County Manager
Missy Dixon, Finance Officer

Date: May 4, 2023

RE: SS Admin/SS Economic Support

Please authorize the finance officer to make the following budgetary adjustments:

Account Code	Description	Old	+ or (-)	New
10-5380-377	SS Economic Support-State Foster Home Care	50,000.00	(5,000.00)	45,000.00
10-5310-250	SS Admin-Maintenance & Repair-Vehicle	9,500.00	2,500.00	12,000.00
10-5310-260	SS Admin-Departmental Supplies	50,182.00	2,500.00	52,682.00
SS Admin/SS Economic Support		109,682.00	-	109,682.00

Justification:

This transfer is to move monies within the Social Services Budget from State Foster Home Care to Maintenance & Repair Vehicles and Departmental Supplies. This request is to cover expenses that have been made for departmental supplies such as paper, paper towels, etc. along with the needed maintenance on the agency vehicles through fiscal year end.

Budget Officer's Initials CSF

Approval Date: 5/5/23

Initials:	<u>CSF</u>
Batch #:	<u>2023-150</u>
Date:	<u>5/8/2023</u>

Washington County
BUDGET TRANSFER

To: Board of Commissioners
From: Curtis Potter, County Manager
Missy Dixon, Finance Officer
Date: May 9, 2023
RE: Sheriff

BT #: 2023 - 151

Please authorize the finance officer to make the following budgetary adjustments:

Account Code	Description	Old	+ or (-)	New
10-4310-392	Sheriff - Undercover Investigations	4,000.00	(1,000.00)	3,000.00
10-4310-600	Sheriff - Animal Control	8,000.00	1,000.00	9,000.00
Sheriff		12,000.00	-	12,000.00

Justification:

This transfer is to move monies within the Sheriff's Office Budget from Undercover Investigations to Animal Control to cover purchases through end of fiscal year.

Budget Officer's Initials CSF

Approval Date: 5/9/23

Initials:	<u>MD</u>
Batch #:	<u>2023-151</u>
Date:	<u>5/10/2023</u>

Washington County
BUDGET TRANSFER

To: Board of Commissioners

BT #: 2023 - 152

From: Curtis Potter, County Manager
Missy Dixon, Finance Officer

Date: May 9, 2023

RE: School Capital Outlay

Please authorize the finance officer to make the following budgetary adjustments:

Account Code	Description	Old	+ or (-)	New
21-5912-696	Grant-Needs Based Pub Sc-Construction	44,661,417.00	(273,263.00)	44,388,154.00
21-5912-698	Grant-Needs Based Pub Sc-Engineering	66,933.00	273,263.00	340,196.00
School Capital Outlay		44,728,350.00	-	44,728,350.00

Justification:

This transfer is to move monies within the School Capital Outlay Budget from Construction to Engineering. This movement is necessary to cover additional Terracon Invoices for special inspections and Underground Storage Tank removal work.

Budget Officer's Initials CDP

Approval Date: 5/9/23

Initials:	<u>CDP</u>
Batch #:	<u>2023-152</u>
Date:	<u>5/10/2023</u>

Washington County
BUDGET TRANSFER

To: Board of Commissioners

BT #: 2023 - 153

From: Curtis Potter, County Manager
Missy Dixon, Finance Officer

Date: May 9, 2023

RE: Water

Please authorize the finance officer to make the following budgetary adjustments:

Account Code	Description	Old	+ or (-)	New
35-7135-600	Designated for Future Appropriation	46,511.00	(10,000.00)	36,511.00
35-7130-250	Water Operations-Vehicle Supplies	16,500.00	5,000.00	21,500.00
35-7135-298	Water Treatment-Contracts	18,000.00	5,000.00	23,000.00
Water		81,011.00	-	81,011.00

Justification:

This transfer is to move monies within the Water Department Budgets from Designated for Future Appropriations to Vehicle Supplies to cover fuel costs through fiscal year end and to Contracts to cover the expenses for testing samples at Waypoint Analytical through fiscal year end.

Budget Officer's Initials CBP

Approval Date: 5/9/23

Initials:	<u>MD</u>
Batch #:	<u>2023-153</u>
Date:	<u>5/10/2023</u>

Washington County
BUDGET TRANSFER

To: Board of Commissioners

BT #: 2023 - 154

From: Curtis Potter, County Manager
Missy Dixon, Finance Officer

Date: May 11, 2023

RE: Contingency/Buildings

Please authorize the finance officer to make the following budgetary adjustments:

Account Code	Description	Old	+ or (-)	New
10-9990-000	Contingency	193,051.00	(5,000.00)	188,051.00
10-4260-440	Contract Services-Courthouse Security	62,000.00	5,000.00	67,000.00
Contingency/Buildings		255,051.00	-	255,051.00

Justification:

This transfer is to move monies from Contingency to Buildings-Contracted Services-Courthouse Security. This transfer is needed to pay for Security Services through fiscal year end.

Budget Officer's Initials CP

Approval Date: 5/11/23

Initials: MD
Batch #: 2023-154
Date: 5/12/2023

Washington County
BUDGET AMENDMENT

To: Board of Commissioners

BA #: 2023- 155

From: Curtis Potter, County Manager
Missy Dixon, *Finance Officer*

Date: May 15, 2023

RE: School Capital Outlay

Please authorize the finance officer to make the following budgetary adjustments:

Account Code	Description	Old	+ or (-)	New
21-3230-401	Truist PK-12 Financing (4.02%)	-	(19,796,000.00)	(19,796,000.00)
21-5912-700	Truist PK-12 Funded Construction	-	19,796,000.00	19,796,000.00
School Capital Outlay				
Balanced:		-	-	-

Justification:

This amendment is to budget for the loan proceeds that will be available to the County from Truist at closing on May 16th. These funds must be placed into budget in order to allow the Finance Officer to pre-audit and the County Manager to sign the Metcon Construction Contract to begin work and keep the project on its intended timeline. The borrowing has already been approved by the LGC and the Board of Commissioners.

Approval Date: _____

Bd. Clerk's Init: _____

Initials:	
Batch #:	
Date:	

Washington County
BUDGET AMENDMENT

To: Board of Commissioners

BA #: 2023- 156

From: Curtis Potter, County Manager
Missy Dixon, *Finance Officer*

Date: May 15, 2023

RE: Airport Grant Fund

Please authorize the finance officer to make the following budgetary adjustments:

Account Code	Description	Old	+ or (-)	New
38-3800-090	NPE Federal Grant-FY 19-20	(150,000.00)	(16,667.00)	(166,667.00)
38-8135-670	NPE Federal Grant-FY 19-20	150,000.00	16,667.00	166,667.00
38-3800-000	Appropriated Fund Balance	(345,000.00)	15,000.00	(330,000.00)
38-3800-091	NPE Federal Grant-FY 20-21	(150,000.00)	(16,667.00)	(166,667.00)
38-8135-671	NPE Federal Grant-FY 20-21	165,000.00	1,667.00	166,667.00
Airport Grant Fund				
Balanced:		(330,000.00)	-	(330,000.00)

Justification:

This amendment is to bring the NPE Federal Grant revenue and expenditure budgets for FY 19-20 and FY 20-21 up to \$166,667. The county has been notified that these NPE funds will not require a local match. Therefore, the County will receive the full amount from federal & state dollars to address runway lighting improvements at the Airport. We had originally budgeted fund balance to cover the required match however, now that a match is longer needed, we are putting those funds back into the fund balance.

Approval Date: _____

Bd. Clerk's Init: _____

Initials:

Batch #:

Date:

WASHINGTON COUNTY BOARD OF COMMISSIONERS

AGENDA STATEMENT

ITEM NO: 4

DATE: May 15, 2023

ITEM: Washington County FY24 Recommended Budget Presentation & Budget Message, Mr. Curtis Potter, CM/CA

SUMMARY EXPLANATION:

Mr. Potter will be presenting Washington County's recommended budget for FY24 at this meeting. Budget books will be given to you on Monday night.

WASHINGTON COUNTY BOARD OF COMMISSIONERS

AGENDA STATEMENT

ITEM NO: 5

DATE: May 15, 2023

ITEM: Closed Session

SUMMARY EXPLANATION:

A Closed Session has been scheduled pursuant to NCGS §143-318.11(a)(3) (attorney-client privilege) and NCGS §143-318.11(a)(6) (personnel).