



Town of Mars Hill

MAYOR AND BOARD OF ALDERMEN

John L. Chandler
Mayor
Nicholas A. Honeycutt
Vice-Mayor
Robert W. Zink
Treasurer
Stuart L. Jolley
Clerk
Larry H. Davis
Secretary

MINUTES REGULAR MEETING Mars Hill Town Hall – Conference Room January 6, 2025 at 6:00 p.m.

The Town of Mars Hill Mayor and Board of Aldermen met in regular session on Monday, January 6, 2025, at 6:00 p.m. in the Mars Hill Town Hall.

MEMBERS PRESENT: Aldermen Larry Davis, Nicholas Honeycutt Stuart Jolley, and Robert W. (Bob) Zink. Mayor John Chandler was absent due to a family emergency.

STAFF PRESENT: Nathan R. Bennett, Town Manager; Jamie Stokes, Town Attorney; and Chad Wilson, Police Chief

OTHERS PRESENT: Doug Hattaway, Trust for Public Land & Theresa Gang, Madison County Conservancy; Ryan Bell, Toddy Blackley, Laura Boggess, Monica Buckner, Sara Defossett, Bill Downey, Judy Futel, William Gang, Nick Moss, Perry Olds, Bobbie Pyron, Bill Sewell, Susan Sewell, Devi Sharpe, Hunter Sharpe, Paul Smith, Nick Spero, Tim Wilde, and other members of the general public.

Call to Order

The meeting was called to order by Alderman Nicholas Honeycutt acting in his capacity as Vice-Mayor in the absence of Mayor Chandler. Vice-Mayor Honeycutt welcomed those in attendance and explained the absence of the Mayor due to a family emergency, and noted this is the first meeting Mayor Chandler has ever missed during his extensive service on this Board. He also noted the inclement winter weather and asked everyone to be careful when leaving Town Hall and use extreme caution on the roads.

Approval of the Agenda

Vice-Mayor Honeycutt asked the Board to review the proposed agenda for approval. Upon review of the agenda, Vice-Mayor Honeycutt called for a motion. **Alderman Bob Zink made a motion to approve the agenda as presented.** Alderman Stuart Jolley seconded the motion. Upon a call for a vote on the motion by the Vice-Mayor, the agenda was unanimously approved. (Attachment A)

Approval of Minutes

Vice-Mayor Honeycutt asked the Board to review the minutes of the regular meeting held on December 2, 2024. There being no modifications to the minutes, **Alderman Jolley made a motion to approve the minutes of the December 2, 2024, regular meeting as presented by management.** Alderman Larry Davis seconded the motion. Upon a call for a vote on the motion by the Vice-Mayor, the minutes were unanimously approved.

Old Business

Vice-Mayor Honeycutt then moved to address old business.

Tropical Storm Helene - Update

Vice-Mayor Honeycutt recognized Town Manager Nathan Bennett to provide an update on the Town response to Tropical Storm Helene. Mr. Bennett advised the Board that all Town operations have returned to normal, however, the State of Emergency declaration is still in effect. Mr. Bennett informed the Board that the focus is now completing the process of identifying potential Helene-related projects and Town response and recovery efforts for reimbursement that may be part of the FEMA public assistance program. He noted there is a proposed agreement under new business with Land of Sky Regional Council (LOS) to secure technical assistance from that agency to assist the Town with this process. This will be a lengthy ongoing process for the Town to be reimbursed for eligible response and recovery costs. Mr. Bennett then advised that the chainsaw crew from the N.C. Forest Service he mentioned last month did complete tree removal from access roads in the Town watershed last week. The Board thanked Mr. Bennett for his report.

There was no other old business.

New Business

Vice-Mayor Honeycutt then moved to address new business.

AGREEMENT – FEMA Public Assistance Administration – Land of Sky Regional Council

Vice-Mayor Honeycutt then recognized Town Manager Nathan Bennett to provide information regarding a proposed agreement between the Town and Land of Sky Regional Council to secure technical assistance for the administration of the FEMA public assistance process. Mr. Bennett advised the Board that the proposed agreement is consistent with all such other agreements for Land of Sky technical services they provide the Town with and that the work will be completed on an hourly basis and the fee for service is set to not exceed \$8,000 for the entire agreement. This fee is reimbursable to the Town by FEMA through provision for administrative costs associated with the program. Upon completion of discussion of the matter, Vice-Mayor Honeycutt called for a motion. **Alderman Jolley made a motion to approve the “Interlocal Memorandum of Agreement for FEMA Public Assistance Administration between Land of Sky Regional Council and the Town of Mars Hill,” as presented by management.** Alderman Davis seconded the motion. Upon a call for a vote on the motion by the Vice-Mayor, the motion was unanimously approved. (Attachment B)

PRESENTATION – Trust for Public Land – Potential Conservation Acquisition

Vice-Mayor Honeycutt then recognized Mr. Doug Hattaway with the Trust for Public Land (TPL) to provide a presentation regarding the potential conservation acquisition of the former Bailey Mountain Bike Park property on Bone Camp Road. Mr. Hattaway introduced himself as the Southeast Region Conservation Director for the TPL. Mr. Hattaway then introduced Madison County resident Theresa Gang who discussed her involvement with parks and recreation activities throughout the United States, but particularly, in this case, her efforts on behalf of the Madison County Conservancy to acquire the former bike park property and potentially incorporate it into the Bailey Mountain Preserve. Ms. Gang was joined in the presentation by Monica Bucker and supported by the presence of approximately twenty (20) advocates for the project. Ms. Gang stated that there is less than 20% of Madison County property in conservation outside of U.S. Forest Service holdings. She stated that her organization is not against development, but this former bike park property, and its proximity to the existing Bailey Mountain Preserve make it an ideal opportunity to protect it from future development for the enjoyment of Madison County residents. Ms. Gang asked the Board to support this effort to the fullest extent possible. She then reintroduced Mr. Doug Hattaway with TPL. Mr. Hattaway then provided additional information regarding his organization, the process in securing the property, and what involvement they would ask of the Town. He stated that TPL works with landowners, partner groups and public agencies to acquire, create access to, and secure public ownership and stewardship of the lands and waters that make our communities great places to live, work,

and play. There are other TPL initiative areas including creating and protecting trail systems, parks, and school yards, they perform as a non-profit conservation organization working throughout the United States. The subject matter concerns the potential acquisition of the former Bailey Mountain Bike park property on Bone Camp Road, currently in private ownership and now for sale on the open real estate market. This property shares a land boundary with the Bailey Mountain Preserve. Mr. Hattaway shared that TPL is seeking funding from granting agencies, both public and private, to purchase this property with the goal of transferring the property to a public entity, such as the Town, at no cost to that entity. At this time, Mr. Hattaway stated his request to the Town includes three components as follows: 1. Authorize the Town Manager to send a letter of support to accompany the TPL grant application to the U.S. Forest Service Community Forest Program; 2. Authorize the Town Manager to engage in discussions with TPL and civic partners to consider the Town's willingness to own and manage the property as part of the Bailey Mountain Preserve; and, Request a presentation from the Town Manager at a February Board meeting to decide whether the Town wishes to be a principal partner in the project. Board members asked several questions of Mr. Hattaway and Ms. Gang regarding the property, the process involved, the commitment required, and why Mars Hill and not Madison County. Ms. Gang and Mr. Hattaway discussed those issues with the Board. Ms. Gang stated they had conversations with Madison County prior to the Hurricane Helene event, and in follow-up conversations after the storm the County informed them that the County did not have the capacity to be a partner at this time. Upon completion of discussion of the matter, Vice-Mayor Honeycutt called for a motion. **Alderman Jolley made a motion to open this discussion with the Trust for Public Land and the Madison County Conservancy by authorizing the following: 1. The Town Manager is authorized to send a letter of support to accompany the TPL grant application to the U.S. Forest Service Community Forest Program; 2. The Town Manager is authorized to engage in discussions with TPL and civic partners to consider the Town's willingness to own and manage the property as part of the Bailey Mountain Preserve; and, Request a presentation from the Town Manager at the February, or appropriate subsequent Board meeting to decide whether the Town wishes to be a principal partner in the project.** Alderman Davis seconded the motion. Upon a call for a vote on the motion by the Vice-Mayor, the motion was unanimously approved.

PRESENTATION – FY 2024 Audit

Vice-Mayor Honeycutt then moved to address the FY 2024 Audit presentation by Town auditor Gould Killian CPA Group. Mr. Bennett advised that no representative from the audit firm is present, presumably due to the inclement weather, and he has not heard from them otherwise. Vice-Mayor Honeycutt stated that the presentation would be tabled and rescheduled for a future meeting.

RESOLUTIONS

Vice-Mayor Honeycutt then moved to address resolutions pertaining to the additional personnel policies. He recognized Mr. Bennett to provide information regarding these items.

RESOLUTION – Adopting a Policy Prohibiting Pornography on Town Networks and Devices

Mr. Bennett advised the Board that this policy IS NOT in response to any actual or suspected activity by anyone associated with the Town of Mars Hill. This proposed policy is a requirement of the North Carolina General Assembly and Session Law 2024-26 that was enacted in June and made effective October 1, 2024, through N.C. General Statute 143-805. The state law mandates that each public agency in North Carolina adopt a policy prohibiting pornography on devices and networks owned and/or operated by the agency no later than January 1, 2025. The statute outlines the requirements of this policy to include prohibited activity, reporting requirements, exceptions to the policy, and disciplinary action as a result of a violation of the policy. The resulting policy applies to all employees, elected officials, and appointees of the Town of Mars Hill. Mr. Bennett states that this policy was drafted consistent with guidance he received from the University of North Carolina School of

Government and the N.C. League of Municipalities. The policy is set forth in full as an attachment to these minutes. Mr. Bennett stated that this policy also necessitates the need for the addition of a communications policy governing the use of Town telephones, voice and email systems, and computers and networks as will be discussed under the specific agenda item. There was discussion regarding this policy by the Board and upon completion of discussion, Vice-Mayor Honeycutt asked Mr. Bennett to continue this discussion with the presentation of the communications policy.

RESOLUTION – Adopting a Town Communications Policy

Mr. Bennett advised the Board that the Town does not currently have a formal policy in place regarding the use of Town telephones, voice and email systems, and computers and networks, etc., by employees and appointees of the Town of Mars Hill. The proposed Town Communications Policy defines town communications equipment, the intended use of this equipment for business purposes and reasonable informal uses, sets expectations for such use, requires the Town’s positive reputation to be maintained, social media use, protection of confidential or proprietary information, and other expectations and disciplinary actions if the policy is violated. The policy is set forth in full as an attachment to these minutes. There was discussion regarding this policy by the Board and there was consensus agreement with the policy as presented.

Upon completion of discussion of the matter, Vice-Mayor Honeycutt called for a motion. **Alderman Davis made a motion to approve the resolution entitled “RESOLUTION – ADOPTING A POLICY PROHIBITING PORNOGRAPHY ON TOWN NETWORKS AND DEVICES,” and the resolution entitled “RESOLUTION – ADOPTING A TOWN COMMUNICATIONS POLICY,” as presented by management.** Alderman Jolley seconded the motion. Upon a call for a vote on the motion by the Vice-Mayor, the motion was unanimously approved. (Attachments C & D, respectively)

PRESENTATION – Downtown Parking

Vice-Mayor Honeycutt then moved to address the downtown parking discussion as requested by Mr. James Heintz. Mr. Bennett advised that Mr. Heintz is not present, presumably due to the inclement weather, and he has not heard from him otherwise. Vice-Mayor Honeycutt stated that the presentation would be tabled and rescheduled for a future meeting if necessary.

Town Manager Report – Nathan Bennett, Town Manager **General Update**

Vice-Mayor Honeycutt then recognized Mr. Bennett to provide the Town Manager Report.

Mr. Bennett advised the Board that the public works staff, McGill Associates engineers, and contractor TP Howard completed the formal start-up and inspections of the Woodhaven Wastewater Lift Station project. He stated that everything went well and the project with the recent installation of generators, and the only remaining item is the security fencing. Mr. Bennett stated the N.C. Department of Transportation landscaping improvements project from Exit 11 along NC 213 to Main Street is ongoing with removal of dying or diseased trees and installation of landscape beds, and the installation of new plants and trees along the corridor. Mr. Bennett also advised the Board that the Town Bicycle and Pedestrian Plan and the Duck Greenway to Bailey Mountain Preserve Feasibility Study have both been completed by the planning and engineering firm McAdams Group and there will be a presentation of both plans at the February Board meeting. Mr. Bennett also reported to the Board that the vacant public works crew worker position has been filled by Mr. Ryan Moss who began work on December 29, 2024.

Alderman Zink asked Mr. Bennett if he had been contacted by the Friends of the Rosenwald School to schedule our customary meeting at the school to receive an update on their activities. Mr. Bennett advised he has not been contacted but that he will contact them to get that meeting scheduled.

Mr. Bennett then provided information regarding other ongoing capital projects and other items of interest to the Board.

Public Comment

Vice-Mayor Honeycutt then moved to public comment. Vice-Mayor Honeycutt recognized Laura Boggess to provide public comment. Ms. Boggess commented on the previous presentation from TPL for the Bailey Mountain Bike Park property. She described her current role at MHU and with the Friends of Bailey Mountain and offered her support for the acquisition of this property for the Preserve. Vice-Mayor Honeycutt thanked Ms. Boggess for her comments. Vice-Mayor Honeycutt then recognized Hunter Sharpe to provide public comment. Mr. Sharpe stated he is a member of the Friends of Bailey Mountain, with his wife Devi Sharpe, as well as the “Trail Geezers” who perform trail maintenance at the Bailey Mountain Preserve. Mr. Sharpe provided comments in support of the acquisition of the bike park property for addition to the Bailey Mountain Preserve, as well as other positive comments regarding Bailey preservation efforts by the Town and others. He states he would love to see this property in public ownership.

There were no other public comments.

Closed Session (Pursuant to N.C.G.S. 143-318.11)


There was no closed session.

Adjourn

There being no further business before the Board, Vice-Mayor Honeycutt called for a motion to adjourn.

Alderman Zink made a motion to adjourn. Alderman Jolley seconded the motion. Upon a call for a vote on the motion by the Mayor, the motion to adjourn was unanimously approved.

Approved and authenticated this the 3rd day of February, 2025.


John L. Chandler, Mayor

ATTEST:


Nathan R. Bennett, Town Manager





ATTACHMENT A
Town of Mars Hill

MAYOR AND BOARD OF ALDERMEN

John L. Chandler
Mayor
Nicholas A. Honeycutt
Vice-Mayor
Robert W. Zink
Treasurer
Stuart L. Jolley
Clerk
Larry H. Davis
Secretary

AGENDA
REGULAR MEETING
Mars Hill Town Hall Conference Room
January 6, 2025 at 6:00 p.m.

1. Call to Order – Mayor John L. Chandler
2. Approval of Agenda
3. Approval of Minutes: December 2, 2024, Regular Meeting
4. Old Business
 - a. **TROPICAL STORM HELENE - UPDATE**
5. New Business
 - a. **AGREEMENT** – Land of Sky Regional Council – FEMA Public Assistance Administration
 - b. **PRESENTATION** – Trust for Public Land – *Potential* Conservation Acquisition – Doug Hattaway
 - c. **PRESENTATION** – FY 2024 Audit – Dan Mullinix, Gould Killian CPA Group
 - d. **RESOLUTIONS**
 - i. Adopting a Policy Prohibiting Pornography on Town Networks and Devices – *in compliance with N.C.G.S. 143-805*
 - ii. Adopting a Town Communications Policy
 - e. Downtown Parking – James Heintl
6. Town Manager Report – Nathan Bennett, Town Manager
 - a. General Update
7. Public Comment
[Policy: Each speaker shall be limited to a maximum of three (3) minutes. The public comment period is not intended to require the Board of Aldermen or staff to answer any impromptu questions. The Board will not take action on an item presented during the public comment period. The Board may refer inquiries made during the public comment period to the Town Manager to address as appropriate. If necessary, the item may be placed on the agenda of a future meeting.]
8. Closed Session (*Pursuant to N.C.G.S. 143-318.11(a)(5)*)
9. Adjourn

Mars Hill Town Hall
280 North Main Street • P.O. Box 368
Mars Hill, North Carolina 28754
Phone: (828) 689-2301 • Fax: (828) 689-3333

Interlocal Memorandum of Agreement

Type of Award: <input type="checkbox"/> Sub-Award <input checked="" type="checkbox"/> Purchase of Goods & Service	Contract No: <input checked="" type="checkbox"/> New <input type="checkbox"/> Modification
LOSRC	Community
Land of Sky Regional LOSRC 339 New Leicester Hwy, Suite 140 Asheville, NC 28806	Town of Mars Hill 280 Main Street Mars Hill, NC 28754
1. EIN: 561024369	Source of Funding: Prime Sponsor: Federal Aid Number: CFDA: Federal Provisions Applicable: <u>X</u> <i>[if marked, Federal Funds clause is included in compliance with 2 CFR Part 200]</i>
2. UEI: HS8MVFRAHYH57	
3. Proposal/Project Title: FEMA PA Administration	
Congressional Districts: Awardee: NC 11 Awardee Performance Area: NC 11	4. Funding Information/Period of Performance:
	a. Amount Funded this Action: \$8,000
	b. Amount Cost Share: NA
	c. Total Funds: \$8,000
	d. Start Date: 1/1/2025
	e. End Date: 6/30/2026
<i>This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.</i>	
Signature: <u>Robert Zink</u> <small>Robert Zink (Jan 7, 2025 16:07 EST)</small>	Date: <u>01/07/2025</u>
Finance Officer: Robert Zink	

Community	Land of Sky Regional Council
Contact: Name: Nathan Bennett Phone: 828-689-2301 Email: nbennett@townofmarshill.org	LOSRC Program Contact: Name: Mary Roderick Phone: 425-442-0385 Email: mary@landofsky.org
Send Invoice to: Nathan Bennett Town of Mars Hill PO Box 368 Mars Hill, NC 28754 nbennett@townofmarshill.org	Send Payment to: Accounts Receivable Land of Sky Regional LOSRC 339 New Leicester Hwy, Suite 140 Asheville, NC 28806
<p>The undersigned hereby certifies further that:</p> <ul style="list-style-type: none"> ▪ He or she is a duly authorized representative of the Entity named herein; ▪ He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Entity; and ▪ He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony 	
<p>Town of Mars Hill</p> <p>Signature: <u>Nathan Bennett</u></p> <p>Name: Nathan Bennett Title: Town Manager Date: <u>01/07/2025</u></p>	<p>Land of Sky Regional LOSRC</p> <p>Signature: <u>Nathan Ramsey</u></p> <p>Name: Nathan Ramsey Title: Executive Director Date: <u>01/08/2025</u></p>



Interlocal Memorandum of Agreement

January 1, 2025 – June 30, 2026

THIS AGREEMENT, made 01/08/2025 by and between Land of Sky Regional Council, hereinafter called "LOSRC", and the Town of Mars Hill, hereinafter called the "Jurisdiction". (LOSRC and the Jurisdiction may be referred to individually as "Party," or collectively as the "Parties," from time to time herein.)

WITNESSETH:

WHEREAS, the LOSRC is empowered to provide technical assistance by the North Carolina General Statutes and by resolution passed by the LOSRC on April 17, 1972; and

WHEREAS, this Interlocal Cooperation Agreement is made pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes; and

WHEREAS, intergovernmental agreements are encouraged provided such services are billed on an actual cost basis under **2 C.F.R. § 200.318(e)**; and

WHEREAS, this Agreement must contain the applicable clauses described in Appendix II to the Uniform Rules (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards) under **2 C.F.R. § 200.326**; and

WHEREAS, the Jurisdiction has requested LOSRC provide such technical assistance as listed in the Scope of Work (Exhibit A),

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Engagement

The Jurisdiction hereby engages the LOSRC, and the LOSRC hereby agrees to such engagement to provide certain services in support of the Jurisdiction's operations, on the terms and conditions set forth herein, and commencing as of the Effective Date.

2. Consulting Services

The Scope of Work attached hereto as Exhibit A describes the services and deliverables to be performed and provided by the LOSRC pursuant to this Agreement (the "Services"), which Scope of Work may be amended from time to time by the mutual written agreement of the Parties.

3. Hours and Compensation.

- a. **Hours.** The LOSRC shall devote such reasonable time each month as is mutually agreeable to the Parties to render the Services to Jurisdiction pursuant to this Agreement.
- b. **Payment.** In consideration for the LOSRC's timely and satisfactory performance of the Services, the LOSRC shall be paid as set forth in the Scope of Work, unless otherwise agreed to in writing by the Parties.

- c. **Expenses.** The LOSRC is responsible for all expenses incurred while performing the Services. Any business expenses incurred by the LOSRC in the performance of the Services that the LOSRC demonstrates are reasonable and necessary and requests prior written approval from the Jurisdiction, may be submitted for reimbursement by the Jurisdiction.

4. **Length of Contract**

The Parties shall ensure that all services required herein shall be undertaken and completed in such sequence as to assure expeditious completion of the purposes of this Agreement within the timeframe established in Section 4 of the Cover Page.

5. **Term and Termination.**

- a. **Term.** The term of this Agreement shall commence on the Effective Date and shall continue until terminated in a manner set forth in this Section 5 (the "Term").
- b. **Termination without Cause by LOSRC.** LOSRC may terminate this Agreement without cause by giving not less than nine (9) months advance written notice to the Jurisdiction at the address as set forth on the signature page hereto. Such termination shall be effective on the date stated in such notice. LOSRC acknowledges that the Jurisdiction has made and expects to continue making financial investments in the services of LOSRC and that the notice required herein is specifically to permit the Jurisdiction to make other arrangements or reduce financial exposure in the event LOSRC terminates this Agreement. LOSRC shall be liable to the Jurisdiction for damages for failure to provide adequate notice.
- c. **Termination with Cause by the Jurisdiction.** The Jurisdiction may terminate this Agreement effective immediately in the event: (i) LOSRC is in breach of any of the terms or conditions of this Agreement; (ii) LOSRC fails or refuses to perform or fulfill any of the Services or LOSRC's duties, obligations or covenants under this Agreement; (iii) LOSRC commits any act which the Jurisdiction reasonably determines to cause material harm to them or any of its operations or business relationships; (iv) LOSRC is convicted or enters a plea of guilty or no contest for a felony crime or any other act involving moral turpitude, including, but not limited to, acts of fraud, theft, embezzlement, or sexual assault or battery, or the like; or (v) a settlement is entered into by or a judgment is entered against LOSRC in connection with any allegation or proceeding involving an allegation of a criminal offense against LOSRC.
- d. **Termination without Cause by the Jurisdiction.** The Jurisdiction may terminate this Agreement without cause by giving not less than sixty (60) days advance written notice to LOSRC at its address as set forth on the signature page hereto. Such termination shall be effective on the date stated in such notice.
- e. **Mutual Termination.** This Agreement may be terminated at any time by the mutual written agreement of the Parties. Such termination under this Section 5(e) shall be effective on the date mutually agreed by the Parties.
- f. **Effect of Termination.** In the event of any termination of this Agreement by the Jurisdiction or LOSRC, the Jurisdiction shall be liable to LOSRC only for compensation described in Section 3 (b) and (c) herein, if any, provided that the LOSRC continues to fulfill his/her duties and obligations under this Agreement from the date that notice of termination is given by either Party until the effective date of such termination, including LOSRC's fulfillment of the Services. The Parties acknowledge and agree that the Jurisdiction may offset any obligations or liabilities owed by

LOSRC to the Jurisdiction through the effective date of such termination against any amounts due to LOSRC by the Jurisdiction. The Jurisdiction shall retain the right to terminate LOSRC effective immediately in the event a "with cause" circumstance arises during any "without cause" notice period, which shall relieve the Jurisdiction of any further obligations to pay LOSRC any compensation beyond that which accrued prior to the effective date of the "with cause" termination.

- g. **Return of Records.** LOSRC agrees that if terminated, he/she will immediately return to the Jurisdiction all documents, materials and supplies, including but not limited to all Confidential Information, Trade Secrets, notes, data, tapes, lists, reference items, files, records, documents, memoranda, sketches, drawings, models, materials, invoices, shipping records, warehouse records, sales records, ordering records, software, product samples, contacts, forms, manuals, keys, badges, access cards and equipment, without retaining any copies or summaries of such property, obtained from or through the Jurisdiction or its affiliates or clients during or in connection with the Services or its affiliates or clients. LOSRC shall cooperate with the Jurisdiction to wipe any of LOSRC's information from his/her personal computer and devices, including, if requested, providing such devices and computers to a third party to verify the removal of such data.

6. Restrictive Covenants

a. **Confidentiality.**

- i. LOSRC understands and agrees that he/she shall not disclose Confidential Information (as hereinafter defined) concerning the Jurisdiction, its property or other related business affairs, nor shall LOSRC use such information to advance the financial or other private interest of himself/herself or others. LOSRC agrees (i) to hold Confidential Information in strictest confidence and (ii) not to use, duplicate, reproduce, distribute, disclose or otherwise disseminate Confidential Information or any physical embodiments of Confidential Information, without the prior authorization of the Jurisdiction. LOSRC acknowledges and agrees that they will from time to time come into contact with and have access to Trade Secrets (as hereinafter defined) and Confidential Information (as hereinafter defined) of the Jurisdiction. LOSRC expressly covenants and agrees that they will not, during the Term of this Agreement or following termination of this Agreement whether the termination is by LOSRC or the Jurisdiction for any reason: (a) use any Trade Secrets or Confidential Information except as necessary in the performance of the Services, (b) reveal or disclose or allow to be revealed or disclosed any Trade Secrets or Confidential Information to any person or entity outside the Jurisdiction except as authorized by the Jurisdiction in the performance of the Services, or (c) remove or aid in the removal from the premises of the Jurisdiction, or from any other location where Trade Secrets or Confidential Information are maintained or stored by the Jurisdiction, any such Trade Secrets or Confidential Information of such Party or any materials which relate thereto.
- ii. As used in this Agreement, "Trade Secret" means all formulas, techniques, inventions, methods of doing business and procedures used by the Jurisdiction in its business which are not generally known or used in the industry; lists of current and prospective clients of the Jurisdiction and associated client information (including client contacts, client data, preferences, and requirements); computer programs and source code developed by the Jurisdiction for use solely by the Jurisdiction; and any other information or data of such

Party which meets the definition of trade secrets under the North Carolina Trade Secrets Act (N.C.G.S § 6-152).

- iii. "Confidential Information" means any and all information, knowledge or data relating to the Jurisdiction, all information and records concerning prospects, clients, customers, suppliers, vendors, formulas, designs, compilations, blending formulae, make up and constituent portions, methods, techniques, processes, existing and future business plans and proposals, advertising and marketing campaigns/strategies, financial data, know-how, Trade Secrets, and other information regarding the Jurisdiction, which is or has been disclosed to LOSRC or of which LOSRC became aware as a consequence of or through providing the Services to the Jurisdiction and which has value to the Jurisdiction and is not generally known to the public. Confidential Information shall not include any data or information that has been voluntarily disclosed to the public by the Jurisdiction or that has been independently developed and disclosed by others, or that otherwise enters the public domain through lawful means. Confidential Information is a valuable and unique asset and is and will remain the exclusive property of the Jurisdiction.
 - iv. As a condition of the continued independent LOSRC relationship, LOSRC agrees not to use Confidential Information himself/herself or to disclose any Confidential Information to any person other than to authorized persons on a need-to-know basis, unless disclosure or use is authorized by the Jurisdiction.
 - b. **Waiver of Claims and Defenses.** LOSRC waives the claim or defenses that the terms of the covenants in this Section 6 are unreasonable and agrees that he/she shall not urge in any such action or proceeding that such claims or defenses exist.
 - c. **Covenants Independent.** LOSRC's covenants contained in Section 6 hereof shall each be construed as agreements independent of each other and of any other provision in this Agreement. The unenforceability of one covenant shall not affect the remaining covenants.
 - d. **Consideration.** LOSRC acknowledges and agrees that valid consideration has been given to LOSRC by the Jurisdiction in return for the promises of LOSRC set forth herein.
 - e. **Equitable Relief.** Because of the difficulty of measuring economic losses to the Jurisdiction as a result of a breach of the foregoing Restrictive Covenants, because a breach of such Restrictive Covenants would diminish the value of the Jurisdiction, and because of the immediate and irreparable damage that could be caused to the Jurisdiction for which it would have no other adequate remedy, LOSRC agrees that the foregoing Restrictive Covenants may be enforced against him/her by injunctions, restraining orders and other equitable actions, in addition to any remedy available at law.
 - f. **Reasonable Restraint.** It is agreed by the Parties hereto that the foregoing Restrictive Covenants in this Section 6 are necessary in terms of time and scope to impose a reasonable restraint on LOSRC in light of the activities and business of the Jurisdiction. LOSRC further agrees that the protection afforded the Jurisdiction under is necessary and reasonable for the Jurisdiction to protect its legitimate business interests.
7. **Indemnity.** LOSRC agrees to forever indemnify, defend and hold harmless the Jurisdiction and its officers, directors, employees and agents, from and against any claims, losses, liabilities, or damages (including reasonable attorneys' fees and court costs) arising out of or in connection with (i) LOSRC's breach of this Agreement; (ii) any negligent act or omission of LOSRC and/or LOSRC's agent(s) in the performance of the Services hereunder; or (iii) any act or omission of LOSRC and/or LOSRC's agent(s) outside the scope of the

Services. LOSRC also agrees to indemnify and hold harmless the Jurisdiction from and against any and all tax liabilities and responsibilities for payment of federal, state or local taxes with respect to LOSRC.

8. Miscellaneous.

- a. **Entire Agreement.** This Agreement constitutes the entire Agreement between the Jurisdiction and LOSRC with respect to the subject matter of this Agreement and supersedes all prior negotiations and Agreements, whether written or oral. Neither this Agreement, nor any section thereof, shall be construed against any Party due to the fact that said Agreement, or any section thereof, was drafted by said Party.
 - b. **Amendment.** This Agreement may not be altered or amended except by a written document executed by all of the Parties.
 - c. **Governing Law / Jurisdiction / Venue.** In all respects, including all manner of construction, validity, and performance, this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of North Carolina applicable to contracts made and/ or performed in such State, without reference to the conflict of laws principles thereof, and any applicable laws of the United States of America. Each party (i) consents to the personal jurisdiction of any state or federal court located in Charlotte, North Carolina in any proceeding arising out of or relating to this Agreement, (ii) waives any venue or inconvenient forum defense to any proceeding maintained in such courts and (iii) agrees not to bring any proceeding arising out of or relating to this Agreement in any other court.
9. **Severability.** In the event that any part of this Agreement is declared to be invalid or unenforceable, the remaining portions of the Agreement shall be valid and binding upon the Parties to the same extent as if that portion had not been made a part of this Agreement. The Parties request that the court so modify and construe such provisions as to make them as fully enforceable as permitted by applicable law. The Parties also agree that each covenant in this Agreement is divisible and independent. The obligations of the LOSRC under the Confidentiality section of this Agreement shall independently survive any expiration or termination of this Agreement for any reason whatsoever.
10. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same Agreement.
11. **Assignment of Interests.** LOSRC shall not assign any interest in this Agreement and shall not transfer any interest in the same whether by assignment or substitution, without the prior written consent of the Jurisdiction or unless specifically contained in the Scope of Work attached hereto.
12. **Nondiscrimination Clause.** No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination with any program or activity funded in whole or in part with funds available under the Housing and Development Act of 1974, Section 109.
13. **Record Retention Requirements (2CFR § 200.324).** The Parties agree to keep financial records and other applicable records for this project available during the contract period and for five (5) years from the date of payment of the final invoice for inspection and audit by any authorized representatives of the government.
14. **Age Discrimination Act of 1975, as amended.** No qualified person shall on the basis age be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives benefits from federal financial assistance.

15. **Section 504, Rehabilitation Act of 1973, as amended.** No qualified handicapped person shall, on the basis of handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.
16. **E-Verify Provision.** Pursuant to G.S. 143-48.5 and G.S. 147-33.95(g), the undersigned hereby certifies that LOSRC, and LOSRC's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system. E-Verify System Link: www.uscis.gov
17. **Federal Funds.** The Jurisdiction shall make all necessary inquiries to correctly identify the source of funding for a Contract. If the source of funds for a Contract is federal funds, the following federal provisions apply pursuant to **2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II** (as applicable), unless a more stringent state or local law or regulation is applicable:
 - a. **Equal Employment Opportunity (41 C.F.R. Part 60).** During the performance of this contract, the contractor agrees as follows:
 - i. LOSRC will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. LOSRC will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - ii. LOSRC will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - iii. LOSRC will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
 - iv. LOSRC will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of LOSRC 's

- commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. LOSRC will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - vi. LOSRC will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - viii. LOSRC will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. LOSRC will take such action with respect to any subcontract or purchase order as the administering agency, may direct as a means of enforcing such provisions, including sanctions for noncompliance:
 - a. *Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
 - b. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

- c. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.
- b. **Compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).**
- i. *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - ii. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
 - iii. *Withholding for unpaid wages and liquidated damages.* FEMA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

- iv. *Subcontracts.* LOSRC or a subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

- c. **Clean Air Act (42 U.S.C. 7401-7671q.)**
 - i. LOSRC agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
 - ii. LOSRC agrees to report each violation to the Jurisdiction and understands and agrees that LOSRC will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - iii. LOSRC agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

- d. **Federal Water Pollution Control Act (33 U.S.C. 1251-1387)**
 - i. LOSRC agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
 - ii. LOSRC agrees to report each violation to the Jurisdiction and understands and agrees that LOSRC will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - iii. LOSRC agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

- e. **Debarment and Suspension (Executive Orders 12549 and 12689)**
 - i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - ii. LOSRC must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - iii. This certification is a material representation of fact relied upon by LOSRC. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Jurisdiction, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

- f. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352 – as amended)**

- i. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

g. Procurement of Recovered Materials (2 C.F.R. § 200.322)

- i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - 2. Meeting contract performance requirements; or
 - 3. At a reasonable price.
- ii. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- iii. LOSRC also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

h. Domestic Preference for Procurements

As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

i. Access to Records (2 CFR § 200.334, 200.337)

LOSRC agrees to provide the Jurisdiction, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of LOSRC which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. LOSRC agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. LOSRC agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.



In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the Jurisdiction and LOSRC acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States."

j. Changes (2 CFR § 200.403)

To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable. Any change requests will be made in writing to the Jurisdiction with supporting documentation to justify the request.

k. DHS Seal, Logo, and Flags (DHS Standard Terms and Conditions)

LOSRC shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without FEMA's pre-approval. LOSRC shall include this provision in any subcontracts."

l. Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding (DHS Standard Terms and Conditions)

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. LOSRC will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

m. No Obligation by Federal Government (2 CFR § 200.318(k))

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

n. Affirmative Socioeconomic Steps (2 CFR § 200.321)

If subcontracts are to be let, LOSRC is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.



APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

The Contractor, **Land of Sky Regional Council**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Nathan Ramsey

Signature of Contractor's Authorized Official

Nathan Ramsey, Executive Director
Name and Title of Land of Sky Regional Council's Authorized Official

01/08/2025

Date

Exhibit A: Scope of Work FEMA Public Assistance Grant Administration

The following scope of work describes the activities that LOSRC staff will perform for the Jurisdiction on an actual cost basis.

Tasks:

1. Coordinate and communicate with staff, FEMA and NCEM personnel on all aspects of the Public Assistance process. Respond to requests for information and assist with any potential appeals.
2. Review all applicable policies and procedures and ensure federal program compliance.
3. Document force account labor and equipment used for emergency work.
4. Identify and assist with gathering all necessary documentation for the damage inventory, damage descriptions, and pre-disaster conditions for all affected public facilities and infrastructure.
5. Assist with identifying eligible facilities, work, and costs, as well as obtaining cost estimates.
6. Participate in site inspections.
7. Develop project groupings, project worksheets, and identify hazard mitigation opportunities.
8. Procure and contract for goods and services to complete permanent work according to federal Uniform Guidance and FEMA-specific requirements.
9. Assist with environmental and historical preservation program (EHP) requirements.
10. Review contractor invoices and cost eligibility.
11. Prepare and process PA reimbursement requests.
12. Prepare all required reports, support monitoring and auditing.
13. Perform project closeout.

Cost: Not to exceed **\$8,000**. Staff time will be invoiced at a rate of \$99.47 per hour (estimated 20 hours) for the project manager and \$59.35 (estimated 95 hours) for project staff. Travel will be invoiced at the IRS mileage rate.



Town of Mars Hill

RESOLUTION ADOPTING A POLICY PROHIBITING PORNOGRAPHY ON TOWN NETWORKS AND DEVICES

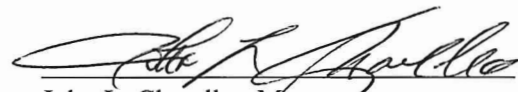
WHEREAS, N.C.G.S. § 143-805, having become effective October 1, 2024, sets out requirements for local governments within North Carolina to adopt a formal policy prohibiting pornography on government devices and networks no later than January 1, 2025; and

WHEREAS, Town staff developed a policy in accordance with this statute that will apply to all employees, elected officials, and appointees of the Town of Mars Hill.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Aldermen of the Town of Mars Hill, North Carolina:

- Section 1. That the Town of Mars Hill Mayor and Board of Aldermen adopts the attached policy prohibiting pornography on Town of Mars Hill networks and devices.
- Section 2. That the Mayor, Clerk, and Town Manager, and other necessary officials be authorized to take all necessary actions required by Section 1.
- Section 3. This resolution shall be effective immediately upon adoption.


ADOPTED and APPROVED this 6th day of January 2025, by the Mayor and Board of Aldermen for the Town of Mars Hill.


John L. Chandler, Mayor

Attest:


Stuart L. Jolley, Clerk



	<p>TOWN OF MARS HILL</p> <p>ARTICLE IV: CONDITIONS OF EMPLOYMENT</p> <p>Section 19. PROHIBITION OF PORNOGRAPHY ON TOWN NETWORKS AND DEVICES</p>	<p>Effective Date: <u>January 1, 2025</u></p> <p>Council Approval Date: <u>Jan. 6, 2025</u></p>
		<p>Page 1 of 2</p> <p style="text-align: center;"><u>Town Manager</u> Responsible Party</p>

The following policy shall be incorporated in the *Town of Mars Hill Personnel Policy, 2005 edition, et al, as revised.*

Section 19: Prohibition of Pornography on Town Networks and Devices.

A. Purpose

This policy was developed in accordance with North Carolina G.S. § 143-805 which became effective October 1, 2024. This policy establishes guidelines that prohibit the viewing, storing, or otherwise accessing, of pornographic material on or using Town technology resources. This policy applies to all employees, elected officials, and appointees of the Town of Mars Hill.

B. Prohibited Activity

No employee of the Town of Mars Hill shall view pornography on any network of the Town, whether on a device controlled by the Town or on a privately owned, leased, maintained, or otherwise controlled device. No employee, elected official, or appointee of the Town shall view pornography on a device owned, leased, maintained, or otherwise controlled by the Town.

C. Exceptions

The above prohibitions shall not apply to an official or employee that is engaged in any of the following activities in the course of that official's or employee's official duties:


1. Investigating or prosecuting crimes, offering or participating in law enforcement training, or performing actions related to other law enforcement purposes.
2. Identifying potential security or cybersecurity threats.
3. Protecting human life.
4. Establishing, testing, and maintaining firewalls, protocols, and otherwise implementing this section.
5. Participating in judicial or quasi-judicial proceedings.
6. Any other reason as set out in N.C. G.S. § 143-805(d).

D. Removal of Pornographic Material

Any employee, elected official, or appointee of the Town who has saved pornography to a device owned, leased, maintained, or otherwise controlled by the Town shall remove, delete, or uninstall the pornography no later than January 1, 2025.

E. Reporting Requirements

The Town shall report information annually by August 1 to the State Chief Information Officer as provided in N.C. G.S. § 143-805(f).

	TOWN OF MARS HILL	Effective Date: <u>January 1, 2025</u>
	ARTICLE IV: CONDITIONS OF EMPLOYMENT	Council Approval Date: <u>Jan. 6, 2025</u>
Section 19. PROHIBITION OF PORNOGRAPHY ON TOWN NETWORKS AND DEVICES		<u>Town Manager</u> Responsible Party

Any employee of the Town who becomes aware of a violation of any provision of this policy shall report the violation to the Town Manager or his designee. If the violation was by an appointee of the Town Mayor and Board of Aldermen, the Town Manager shall report the violation to the Mayor and Board of Aldermen unless the appointee first resigns from the position held.

F. Disciplinary Action

Any employee of the Town who violates any provision of this policy will be subject to corrective action, up to and including termination. Any appointee of the Town who violates any provision of this policy will be subject to corrective action by the Town Mayor and Board of Aldermen, up to and including removal from appointment.

G. Definitions

The following definitions apply to this policy:

1. Device: Any cellular phone, tablet, desktop or laptop computer, or other electronic equipment capable of connecting to a network.
2. Material: As defined in N.C. G.S. § 14-190.13.
3. Network: Any of the following, whether through owning, leasing, maintaining, or otherwise controlling:
 - a. The interconnection of communication systems with a computer through remote or local terminals, or a complex consisting of two or more interconnected computers or telephone switching equipment.
 - b. Internet service.
 - c. Internet access.
4. Pornography: Any material depicting sexual activity.
5. Sexual activity: As defined in N.C. G.S. § 14-190.13.

POLICY NOTE: This policy shall be a new section made part of "Article IV – Conditions of Employment" contained in the Town of Mars Hill Personnel Policy, 2005 edition, et al, as revised. This policy shall be effective as of January 1, 2025.



Town of Mars Hill

RESOLUTION ADOPTING A TOWN COMMUNICATIONS POLICY

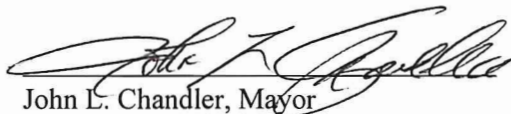
WHEREAS, the Town of Mars Hill Mayor and Board of Aldermen has, heretofore, established a system of personnel administration that provides a program to recruit, select, employ, develop, and maintain an effective and responsible town work force; and

WHEREAS, Town staff developed a communications policy in accordance with the established personnel policy applying to all employees, elected officials, and appointees of the Town of Mars Hill.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Aldermen of the Town of Mars Hill, North Carolina:

- Section 1. That the Town of Mars Hill Mayor and Board of Aldermen adopts the attached Town communications policy applicable to employees of the Town of Mars Hill.
- Section 2. That the Mayor, Clerk, and Town Manager, and other necessary officials be authorized to take all necessary actions required by Section 1.
- Section 3. This resolution shall be effective immediately upon adoption.


ADOPTED and APPROVED this 6th day of January 2025, by the Mayor and Board of Aldermen for the Town of Mars Hill.


John L. Chandler, Mayor

Attest:


Stuart L. Jolley, Clerk



	TOWN OF MARS HILL ARTICLE IV: CONDITIONS OF EMPLOYMENT Section 18. TOWN COMMUNICATIONS POLICY	Effective Date: <u>January 1, 2025</u> Council Approval Date: <u>Jan. 6, 2025</u> Page 1 of 2
		<u>Town Manager</u> Responsible Party

The following policy shall be incorporated in the *Town of Mars Hill Personnel Policy, 2005 edition, et al, as revised.*

Section 18: Town Communications Policy.


- A. Telephones, voice mail systems, and computers, including electronic mail systems (e-mail) and Internet access are provided for Town business use, and excessive personal use of these devices is prohibited. The Town owns the computers, software, and phones making up the voice mail, e-mail and Internet systems and permits employees to use them in performance of their duties for the Town. It is prohibited for users to install software products on their Town of Mars Hill devices without approval from the Town Manager.

- B. E-mail, the Internet system, and telephone system are intended to be used for business purposes, but if used within reasonable limits, they can be for informal and personal uses. However, communication through these devices is subject to monitoring by the Town, and the use of discriminatory, hostile, suggestive, or otherwise inappropriate language or images is strictly prohibited. The display of any kind of sexually explicit image or document on any Town of Mars Hill system is a violation of our policy on sexual harassment and is prohibited. Also, sexually explicit material may not be viewed, archived, stored, distributed, edited or recorded using Town of Mars Hill network or electronic resources.

- C. The Town may use software and data to identify inappropriate or sexually explicit Internet sites. The Town may block access from within Town networks to all such sites. If an employee accidentally connects to a site that contains sexually explicit or offensive material, they must disconnect from that site immediately and notify the Town Manager, regardless of whether that site was previously deemed acceptable by the Town's screening or rating program.

- D. While the Town does not intend to patrol every communication through e- mail/voice mail/Internet, employees have no right or expectation of privacy when using these resources. Additionally, as Town records, all e-mail, voice mail and Internet records are subject to disclosure to law enforcement or government officials, including open records laws.

- E. The Town's positive reputation is critical to supporting the Town's mission and strategic objectives.
 - 1. Employee use of social media during work hours shall be limited to business purposes only.
 - 2. As with all other communications, employees shall conduct themselves in a professional manner when using such forums. Harassment, bullying, discrimination, retaliation, or any other behavior that would not be permissible in

	TOWN OF MARS HILL	Effective Date: <u>January 1, 2025</u>
	ARTICLE IV: CONDITIONS OF EMPLOYMENT	Council Approval Date: <u>Jan. 6, 2025</u>
	Section 18. TOWN COMMUNICATIONS POLICY	Page 2 of 2
		<u>Town Manager</u> Responsible Party

the workplace is not permissible between co-workers online, even if it is done after hours, from home, and on home computers. In sum, respectful communication is still a requirement for the wellbeing of all parties.

3. Disclosure of trade secrets and other confidential or proprietary information is prohibited.
 4. Public expression of opinion in conflict with the Town's formal equal employment policy may be conducive to a hostile work environment, and is thus prohibited.
- F. The Town may, at its option, monitor internal and external sources to identify inappropriate use. Employees responsible for posting disparaging material or for other misuse will be subject to discipline, up to and including termination.
- G. The Town reserves the right to take legal action if necessary.
- H. Violation of these guidelines will be considered grounds for disciplinary action, up to and including termination.
- I. Nothing in this policy should be construed to prohibit any form of Section 7 activity under the National Labor Relations Act and nothing herein is intended to prevent, deter, or interfere with employees in the exercise of any employee rights under the National Labor Relations Act. Additionally, this policy will not be interpreted or applied in a way that would interfere with any whistleblower protections under federal or state law, or the First Amendment free speech rights of any public employee.

POLICY NOTE: This policy shall be a new section made part of "Article IV – Conditions of Employment" contained in the Town of Mars Hill Personnel Policy, 2005 edition, et al, as revised. This policy shall be effective as of January 1, 2025.