

General Membership Board Meeting

6:30 p.m. – Thursday, June 9, 2022

(Dinner served at 6:00 p.m.)

Third Floor Conference Room

233 Middle Street, New Bern, NC

AGENDA

- 1. Welcome, Invocation, and Call to Order**
- 2. Adopt Agenda – Jay Bender, President**
- 3. Consent Agenda – Jay Bender, President**
 - a. Minutes – General Membership Board Meeting – February 10, 2022**
- 4. Budget & Audit Committee Report – Shane Turney, Treasurer**
 - a. Check Register**
 - b. Financial Statements**
 - c. Budget Amendments – if there are any**
 - d. Committee Information & Recommendations**
- 5. Budget Presentation – David Bone, Executive Director, & Jenny Miller, Interim Finance Director**
- 6. Public Hearing for Budget – Jay Bender, President**
- 7. Adoption of Budget Ordinance – Jay Bender, President**
- 8. Approval of Agreement with the NC Association of Regional Councils of Governments for the Provision of Local Government Assistance Regarding the American Rescue Plan Funds – David Bone, Executive Director**
- 9. ARPA/Recovery Policy Adoptions – David Bone, Executive Director**
- 10. Preview of Proposed By-Law Changes; Establishment of August 11th Special Called Meeting to Consider Adoption of Changes to By-Laws – Ed Riggs, 1st Vice President**



11. Executive Director's Report – *David Bone, Executive Director*

- a. Update on Finance Director Search
- b. Status Update on EDA Grant Proposal
- c. NCARCOG Legislative Day / Forum Update
- d. Update on Executive Director's 90-Day Work Plan
- e. Member Engagement and Outreach
- f. Updates about Area Agency on Aging and RPO's
- g. UNC SOG / NCARCOG Affordable Housing Webinar for Local Govt. Leadership – June 15th

12. Member Comments

13. Adjournment



Minutes

General Membership Board Meeting
6:30 p.m. - Thursday, February 10, 2022
Third Floor Conference Room
233 Middle Street, New Bern, NC

Minutes

Executive Committee Members in Attendance:

Bill Taylor, Morehead City Commissioner
Jim Kohr, City of Havelock Commissioner
Pat Prescott, Pamlico County
Commissioner
Shane Turney, Treasurer
Ed Riggs, 1st Vice President
Jay Bender, President
Arthur Robinson, 2nd Vice President

Roland Best, Lenoir County
Commissioner
Steve Wiggins, Town of Mount Olive
Commissioner
Bennie Heath, Greene County
Commissioner
Jesse Dowe, Duplin County
Commissioner

General Membership in Attendance via Zoom:

John Nash, Town of Cedar Point Commissioner
Patty Leonard,
Diane Brown, Town of Greenevers

ECC Staff in Attendance:

Leighann Morgan, Deputy Finance Director
Heather O'Connor, AAA Director
Angelia Pridgen, Lead Regional Ombudsman
Kim Baker, Lead Aging Programs Consultant

1. Welcome, Invocation, and Call to Order

Jay Bender called the meeting to order at 6:30 p.m. Quorum was met. Jim Kohr gave the invocation.

2. Adopt Agenda - Jay Bender, President

Bennie Heath motioned to approve the agenda, seconded by Steve Wiggins; motion was carried unanimously.



3. Consent Agenda – Jay Bender, President

- a. **Minutes** – General Membership Board Meeting – January 13, 2022
Pat Prescott motioned to approve the consent agenda, seconded by Bill Taylor, motion was carried unanimously.

4. Executive Director's Report – Tim Ware, Interim Executive Director

- a. **Finance Director Update** – Tim Ware stated he reached out to Jenny Miller about working part-time with the financials, but that did not work out. He contacted the auditors for suggestions. They recommended Greg Isley, (CPA firm). The firm can come to ECC next week and would charge \$100/hr. The consensus was to negotiate with Jenny Miller for contract services, with a cap of \$75/hr, to meet the auditors' needs.
- b. **EDA Grant Proposal** – *deferred to after #5*

5. Future of ECC – Ed Riggs, 1st Vice President

Ed Riggs gave a handout with the recommendations from the ECC Study Group and stated the focus is to move forward and no negativity towards staff.

- 4b. **EDA Grant Proposal** – Tim Ware stated he has asked EDA for a \$400K grant to help with the restructure of ECC. There would be a 25% match, and the hope is that funding would start June 1st.

Ed Riggs recapped the EDA proposal.

1. Advertise for the Executive Director position.
2. Continue the search for the Finance Director position.
3. Interim Executive Director has authority to accept EDA grant.
4. Find a county managers caucus to be appointed to the Executive Committee.
5. Change by-laws to address meeting schedule and board make up.
6. Explore option of hiring consultant to reorganize the ECC.
7. Sending out resolution of support to member governments.

6. Closed Session – NC G.S. 143-318-11(a)(6)

Bennie Heath motioned to go into closed session per NC G.S. 143-318-11(a)(6), seconded by Jesse Dowe; motion was carried unanimously.

7. Member Comments

Bennie Heath stated Greene County is in need of a Finance Director, too. They have looked into Isley, he is great, but is very behind.



8. Adjournment

Roland Best motioned to adjourn the meeting, seconded by Steve Wiggins; motion was carried unanimously.

Respectfully submitted,

Jay Bender, President

Tim Ware, Interim Executive Director



Eastern Carolina Council

4.a. Check Register

Run: 6/02/2022 at 2:45 PM **Eastern Carolina Council of Governments**
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Check	Date	Vendor / Description	Check / Payment
99839189	1/04/2022	[0307] WARD AND SMITH P.A (Legal Fees)	4,748.75
99839187	1/04/2022	[0877] NC Interlocal Risk Management Agency (Audit)	374.12
99839190	1/04/2022	[0878] Wells Fargo Bank (Copier Lease)	507.17
99839188	1/04/2022	[0939] New Bern Web Design, LLC (Website Maintance)	588.00
0010026	1/10/2022	[0927] OMARKS 2014 LLC (Space Rental)	4,511.50
99839199	1/12/2022	[0982] THEE CATERING COMPANY (GMB Meal - 1/13/2022)	309.39
99839197	1/12/2022	[1097] COLBY SMITH (Mileage 1/4/2022 - 1/6/2022)	86.64
99839191	1/12/2022	[2157] WOODY BRINSON (Mileage 1/10/2022)	91.84
99839193	1/12/2022	[2173] GFL ENVIRONMENTAL (Recycling)	38.00
99839192	1/12/2022	[2224] Ted M Gaskins (Caregiver Respite Voucher)	212.00
99839194	1/12/2022	[2226] LINDA HUGHES (Invoices 01/07/2022, 01/10/2022)	90.00
99839195	1/12/2022	[0639] LARQUE, IV WALTER D. (Mileage 1/10/2022)	43.68
99839196	1/12/2022	[0341] MARTHA BRYAN (Mileage 01/10/2022)	79.52
99839198	1/12/2022	[0536] SOUTHEAST REGIONAL DIRECTORS INSTITUTE (2022 Membership Dues)	800.00
99839200	1/13/2022	[0619] ANGELIA H PRIDGEN (Mileage 01/04/2022 - 01/06/2022)	128.70
99839203	1/20/2022	[0619] ANGELIA H PRIDGEN (Mileage 1/11/2022-1/13/2022)	136.32
99839202	1/20/2022	[0635] CITY OF NEW BERN (Utilites)	512.24
99839208	1/20/2022	[0637] VERIZON WIRELESS (Cell Phone & Wifi Service)	877.52
99839206	1/20/2022	[0868] SUDDENLINK B2B (Phone & Broadband)	1,000.00
99839205	1/20/2022	[0536] SOUTHEAST REGIONAL DIRECTORS INSTITUTE (Assessment Services)	6,000.00
99839207	1/20/2022	[2193] SUDDENLINK COMMUNICATIONS (Internet Provider)	838.67
99839204	1/20/2022	[1097] COLBY SMITH (Mileage 1/11/2022 - 1/13/2022)	62.78
99839201	1/20/2022	[2234] Twyla Berry (Caregiver Respite Voucher)	97.12
99839209	1/27/2022	[2174] MICAIAH VAUGHAN ANDERSON (Mileage - 1/19/2022)	44.64
99839212	1/27/2022	[2226] LINDA HUGHES (Caregiver Respite Voucher)	40.00
99839213	1/27/2022	[2227] SONORA W MOFFAT (Caregiver Respite Voucher)	148.50
99839211	1/27/2022	[0307] WARD AND SMITH P.A (Professional Services through 12/31/2021)	2,925.00
99839214	1/27/2022	[0018] MUNICIPAL INSURANCE (Invoices 2021-26, 2021-27, 2022-01, 2022-02)	8,706.00
99839210	1/27/2022	[0636] PIEDMONT NATURAL GAS (Utilities - Gas)	154.97
0010027	1/31/2022	[1091] LIA'S CLEANING SERVICES, LLC (Monthly Cleaning Service)	425.00
99839215	2/01/2022	[2169] BIGE EVERSOLE, JR (Mileage Reimbursement 1/19/2022 - 1/21/2022)	166.18
99839216	2/01/2022	[0878] Wells Fargo Bank (Copier Lease)	507.17
0010028	2/03/2022	[0927] OMARKS 2014 LLC	4,511.50
99839229	2/09/2022	[1097] COLBY SMITH (Mileage 1/25/2022 - 2/3/2022)	161.11
99839223	2/09/2022	[2173] GFL ENVIRONMENTAL (Recycling)	38.00
99839221	2/09/2022	[2228] Wendy Cutler (FCSP Caregiver Respite Voucher)	105.00
99839224	2/09/2022	[2226] LINDA HUGHES (FCSP Caregiver Respite Voucher)	30.00
99839220	2/09/2022	[2217] Colliers Engineering & Design CT, P.C. (Oriental Township Accessibility Report)	36.25
99839218	2/09/2022	[0873] JANUARY BROWN (Mileage 12/16/2022 - 1/28/2022)	180.79
99839222	2/09/2022	[0739] DHHS- Controllers Office (MIS FEES - Service 12/21)	300.73
99839225	2/09/2022	[0548] LEGAL AID OF N.C. INC (Aging Legal Aid Services)	1,875.00
99839227	2/09/2022	[0485] ONSLOW COUNTY FINANCE DEPT (IIID-122.00; SCFP-952.00; FCSP-686.00; HCCBG-60,847.00; MIS-(73.27))	62,533.73
99839228	2/09/2022	[0619] ANGELIA H PRIDGEN (Mileage 2/1/2022 - 2/3/2022)	121.11
99839219	2/09/2022	[2239] David Cauley (FCSP Caregiver Respite Voucher)	100.00
99839226	2/09/2022	[2240] NELCO (Fed/State EF Rec/Py P/M W-2)	1.08
99839230	2/10/2022	[0982] THEE CATERING COMPANY (Meal - GMB 2.10.22)	361.94
99839231	2/15/2022	[0890] Advanced Office Solutions (EC08 - Contract - Lanier Copier)	3,725.78
99839235	2/15/2022	[1097] COLBY SMITH (Mileage 2/8/2022 - 2/11/2022)	55.46
	2/15/2022	[2006] zEFTPS	5,244.32
	2/15/2022	[2007] zNC Dept of Revenue	896.00
99839234	2/15/2022	[0619] ANGELIA H PRIDGEN (Mileage 2/8/2022 - 2/11/2022)	51.13
99839233	2/15/2022	[0366] MOUNTAINEER COMPUTER SYSTEMS (Maintenance Agreement)	323.75

Eastern Carolina Council of Governments

Check Register - No EFT from 1/01/2022 to 4/30/2022

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Check	Date	Vendor / Description	Check / Payment
99839236	2/15/2022	[0337] TERMINIX (Pest Control)	75.00
99839237	2/15/2022	[0637] VERIZON WIRELESS (Cell Phone & Wifi Service)	901.32
99839232	2/15/2022	[0635] CITY OF NEW BERN (Utilities)	429.54
99839242	2/17/2022	[0307] WARD AND SMITH P.A (Legal Fees)	8,175.00
99839239	2/17/2022	[0018] MUNICIPAL INSURANCE (Invoices 2021-26, 2022-03)	4,589.00
99839240	2/17/2022	[2193] SUDDENLINK COMMUNICATIONS (Internet Provider)	787.15
99839238	2/17/2022	[2227] SONORA W MOFFAT (Caregiver Respite Voucher)	211.00
99839241	2/17/2022	[2241] Twin Rivers Business Solutions LLC (Consultant)	800.00
99839246	2/24/2022	[2242] Project Lifesaver Inc. (Project Lifesaver Project - 1st Installment. Craven County Pilot Program funded through AFA Grant)	3,000.00
99839249	2/24/2022	[2243] Coastal Cravin' Bagelry (AAA Regional Provider Meeting Luncheon on 02/25/22)	264.00
99839248	2/24/2022	[2244] Pattie Smith (FCSP Caregiver Respite Voucher)	60.00
99839244	2/24/2022	[2226] LINDA HUGHES (Caregiver Respite Voucher)	50.00
99839243	2/24/2022	[2174] MICAHAH VAUGHAN ANDERSON (Mileage 2/15/2022 - 2/17/2022)	115.31
99839247	2/24/2022	[1097] COLBY SMITH (Invoices 2/22/2022, 2/22/2022)	156.55
99839245	2/24/2022	[0885] NC Assoc of Municipal Clerks (Membership Dues)	80.00
99839257	3/03/2022	[1097] COLBY SMITH (Mileage 2/22/2022 - 02/24/2022)	70.84
99839255	3/03/2022	[2188] HEATHER LYNN O'CONNOR (Mileage 2/10/2022 - 2/25/2022)	27.62
99839251	3/03/2022	[2174] MICAHAH VAUGHAN ANDERSON (Mileage 03/02/2022)	43.30
99839252	3/03/2022	[2226] LINDA HUGHES (FCSP Caregiver Respite Voucher)	30.00
99839250	3/03/2022	[0024] ALPHAGRAPHICS (Business)	394.69
99839254	3/03/2022	[0091] NC ASSOC.OF REGIONAL COUNCIL (NCARCOG Dues FY 21/22)	6,960.76
99839253	3/03/2022	[0366] MOUNTAINEER COMPUTER SYSTEMS (Add 457 item)	92.50
99839256	3/03/2022	[0636] PIEDMONT NATURAL GAS (Utilities - Gas)	367.59
99839258	3/03/2022	[0878] Wells Fargo Bank (Copier Lease)	507.17
99839259	3/07/2022	[0739] DHHS- Controllers Office (Reimbursement for January 2022 - Region P MIS Fees)	323.68
99839261	3/07/2022	[0485] ONSLOW COUNTY FINANCE DEPT (Reimbursement for January 2022)	62,609.45
99839260	3/07/2022	[0548] LEGAL AID OF N.C. INC (Reimbursement for January 2022)	1,937.00
0010029	3/07/2022	[1091] LIA'S CLEANING SERVICES, LLC	425.00
0010030	3/08/2022	[0927] OMARKS 2014 LLC	4,511.50
99839268	3/10/2022	[1097] COLBY SMITH (Invoices 03/10/2022, 3/10/2022)	169.60
99839265	3/10/2022	[2226] LINDA HUGHES (FCSP Caregiver Respite Voucher)	30.00
99839264	3/10/2022	[2173] GFL ENVIRONMENTAL (Recycling)	38.00
99839271	3/10/2022	[0569] WAYNE COUNTY SERVICES ON AGING (Lightweight UNV Projector Kit)	125.63
99839267	3/10/2022	[0619] ANGELIA H PRIDGEN (Invoices 03/10/2022, 03/10/2022)	304.25
99839270	3/10/2022	[0337] TERMINIX (Pest Control)	75.00
99839263	3/10/2022	[0873] JANUARY BROWN (Invoices 03/10/2022, 03/10/2022, 03/10/2022)	334.66
99839269	3/10/2022	[2244] Pattie Smith (FCSP Caregiver Respite Voucher)	65.00
99839262	3/10/2022	[2234] Twyla Berry (Caregiver Respite Voucher)	200.72
99839266	3/10/2022	[2246] Terris Lovelle (FCSP Caregiver Respite Voucher)	52.00
99839278	3/16/2022	[0637] VERIZON WIRELESS (Cell Phone & Wifi Service)	879.38
99839273	3/16/2022	[0635] CITY OF NEW BERN (Utilities)	454.70
99839276	3/16/2022	[2193] SUDDENLINK COMMUNICATIONS (Internet Provider)	787.15
99839274	3/16/2022	[2226] LINDA HUGHES	62.50
99839275	3/16/2022	[1097] COLBY SMITH (Mileage 3/8/2022 - 3/10/2022)	121.45
99839279	3/16/2022	[1108] WESTERN PIEDMONT COUNCIL OF GOVERNMENTS (2022 NC4A Membership Dues for AAA Director: Heather O'Connor)	100.00
99839277	3/16/2022	[0982] THEE CATERING COMPANY (Executive Committee Meeting 3.10.2022)	332.58
99839282	3/24/2022	[0873] JANUARY BROWN (Invoices 3/22/2022, 3/24/2022)	255.07
99839287	3/24/2022	[1097] COLBY SMITH (Mileage 3/14-2022-3/17/2022)	155.33
99839283	3/24/2022	[2226] LINDA HUGHES (FCSP Caregiver Respite Voucher)	15.00
99839280	3/24/2022	[2174] MICAHAH VAUGHAN ANDERSON (Mileage 3/16/2022)	47.97
99839286	3/24/2022	[0619] ANGELIA H PRIDGEN (Mileage 3/14/2022 - 3/17/2022)	54.99
99839284	3/24/2022	[2246] Terris Lovelle (FCSP Caregiver Respite Voucher)	43.00

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99839281	3/24/2022	[2247] Jennifer Brockington (FCSP Caregiver Respite Voucher)	80.00
99839285	3/24/2022	[2249] Evelyn Miron (FCSP Caregiver Respite Voucher)	500.00
99839288	3/24/2022	[2239] David Cauley (FCSP Caregiver Respite Voucher)	100.00
99839291	3/29/2022	[2248] Carteret County Senior Games (Carteret Senior Games Sponsorship)	400.00
99839298	3/29/2022	[0619] ANGELIA H PRIDGEN (Mileage 03/22/2022 - 03/24/2022)	76.07
99839294	3/29/2022	[0091] NC ASSOC.OF REGIONAL COUNCIL (2021-2022 COG Association Dues)	6,960.76
99839295	3/29/2022	[0111] NEUSE RIVER SENIOR GAMES (Neuse River Senior Games Sponsorship)	2,400.00
99839300	3/29/2022	[0307] WARD AND SMITH P.A (Legal Fees)	3,550.00
99839297	3/29/2022	[0636] PIEDMONT NATURAL GAS (Utilities - Gas)	101.03
99839293	3/29/2022	[0527] COASTAL SECURITY SYSTEMS (Annual Fee)	609.00
99839296	3/29/2022	[0832] Onslow County Senior Games (Onslow Senior Games Sponsoship)	400.00
99839302	3/29/2022	[0878] Wells Fargo Bank (Copier Lease)	507.17
99839301	3/29/2022	[0641] WAYNE COUNTY SENIOR GAMES (Wayne Senior Games sponsorship)	400.00
99839292	3/29/2022	[2179] CASTLEBRANCH (Background Check - Gramley)	51.75
99839290	3/29/2022	[2132] B&B Communications, Inc. (Go Daddy Office 365)	3,070.08
99839299	3/29/2022	[1097] COLBY SMITH (Mileage 03/22/2022 - 03/24/2022)	203.61
99839289	3/29/2022	[1018] 4IMPRINT, INC. (National Nutrition Month-Regional items for providers)	1,739.33
0010031	3/31/2022	[1091] LIA'S CLEANING SERVICES, LLC	425.00
99839305	4/04/2022	[1097] COLBY SMITH (Mileage 03/26/2022 - 03/31/2022)	162.51
99839310	4/04/2022	[2071] Oriental NC United Methodist Church Inc. Prime Time (Service Month February 2022)	225.00
99839314	4/04/2022	[2224] Ted M Gaskins (FCSP Respite Voucher #2 - Carteret)	240.00
99839306	4/04/2022	[2225] TIMOTHY G WARE (Mileage 03/29/2022)	96.53
99839307	4/04/2022	[0739] DHHS- Controllers Office (Service Month February 2022)	327.76
99839303	4/04/2022	[0873] JANUARY BROWN (Mileage 03/20/2022 - 04/04/2022)	115.26
99839304	4/04/2022	[0619] ANGELIA H PRIDGEN (Mileage 03/30/2022 - 03/31/2022)	56.18
99839308	4/04/2022	[0548] LEGAL AID OF N.C. INC (Service Month February 2022)	1,876.00
99839309	4/04/2022	[0485] ONSLOW COUNTY FINANCE DEPT (Service Month February 2022)	91,214.86
99839313	4/04/2022	[2250] Diane D'Arco (FCSP Respite Voucher - Craven)	200.00
99839311	4/04/2022	[2247] Jennifer Brockington (Invoices 4/4/2022, 4/4/2022)	140.00
99839312	4/04/2022	[2236] Linda Carroll (Caregiver Respite Voucher)	500.00
99839315	4/04/2022	[2244] Pattie Smith (FCSP Caregiver Respite Voucher)	75.00
99839319	4/12/2022	[2239] David Cauley (Invoices 4/11/2022, 4/5/2022)	175.00
99839324	4/12/2022	[2255] Zoom Video Communications, Inc. (Zoom Subscription)	1,999.00
99839318	4/12/2022	[2256] Sue H Carter (RAAC 04/11/2022 Mileage)	49.14
99839316	4/12/2022	[2257] Elliotte Ashburn (RAAC 04/11/2022 Mileage)	56.16
99839322	4/12/2022	[0619] ANGELIA H PRIDGEN (Mileage 4/5/2022 - 4/7/2022)	118.76
99839323	4/12/2022	[0637] VERIZON WIRELESS (Cell Phone & Wifi Service)	825.60
99839321	4/12/2022	[0639] LARQUE, IV WALTER D. (RAAC 04/11/2022 Mileage)	45.63
99839320	4/12/2022	[2173] GFL ENVIRONMENTAL (Recycling)	38.76
99839317	4/12/2022	[2157] WOODY BRINSON (Invoices 04/11/22, 4/11/2022)	144.46
0010032	4/12/2022	[0927] OMARKS 2014 LLC	4,511.50
99839326	4/14/2022	[2226] LINDA HUGHES (Caregiver Respite Voucher - 2nd Voucher)	10.00
99839325	4/14/2022	[0873] JANUARY BROWN (Mileage 04/04/2022 - 04/08/2022)	91.27
99839327	4/14/2022	[2246] Terris Lovelle (FCSP Caregiver Respite Voucher)	47.00
99839328	4/14/2022	[2253] David Preis (FCSP Respite Voucher - Craven)	200.00
99839329	4/14/2022	[2254] Lewis M Strite (Puzzles with a purpose - 30 @ \$40 each. CHECK REQUEST)	1,200.00
99839331	4/21/2022	[2234] Twyla Berry (FCSP Caregiver Respite Voucher (2/9, 2/16, 2/13, 3/12))	202.16
99839332	4/21/2022	[0635] CITY OF NEW BERN (Utilites)	476.82
99839334	4/21/2022	[0619] ANGELIA H PRIDGEN (Mileage 04/13/2022)	66.69
99839336	4/21/2022	[0018] MUNICIPAL INSURANCE (Invoices 2022-06, 2022-07)	4,589.00

Run: 6/02/2022 at 2:45 PM **Eastern Carolina Council of Governments**
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			4,747.00
99839337	4/21/2022	[0018] MUNICIPAL INSURANCE (Invoices 2022-06, 2022-07)	125.00
99839333	4/21/2022	[0939] New Bern Web Design, LLC (Website modifications for Grocery Reimbursement Program.)	162.79
99839335	4/21/2022	[1097] COLBY SMITH (Mileage 4/11/2022 - 4/14/2022)	73,213.35
99839340	4/27/2022	[0485] ONSLOW COUNTY FINANCE DEPT (Reimbursement for Service Month March 2022)	1,878.00
99839339	4/27/2022	[0548] LEGAL AID OF N.C. INC (Reimbursement for Service Month March 2022)	324.19
99839338	4/27/2022	[0739] DHHS- Controllers Office (Reimbursement for Service Month March 2022)	507.17
99839352	4/28/2022	[0878] Wells Fargo Bank (Copier Lease)	232.84
99839342	4/28/2022	[0873] JANUARY BROWN (Invoices 4/13/2022, 4/22/2022)	101.52
99839347	4/28/2022	[0619] ANGELIA H PRIDGEN (Mileage 04/20/2022 - 04/28/2022)	40.55
99839346	4/28/2022	[0636] PIEDMONT NATURAL GAS (Utilities - Gas)	5,517.00
99839345	4/28/2022	[0018] MUNICIPAL INSURANCE (Invoices 2022-04, 2022-05, 2022-07)	75.00
99839344	4/28/2022	[0310] LENOIR COUNCIL ON AGING (Meals for OAM Celebration in Lenoir county - 5 meals for AAA staff)	75.00
99839351	4/28/2022	[0337] TERMINIX (Pest Control)	118.72
99839348	4/28/2022	[1097] COLBY SMITH (Mileage 4/19/2022 - 04/20/2022)	952.00
99839341	4/28/2022	[2027] AGEucate, LLC (Dementia Live tech kits (3), Flashback card sets for Dementia Live coaches (7), and shipping.)	774.60
99839350	4/28/2022	[2193] SUDDENLINK COMMUNICATIONS (Internet Provider)	11,766.25
99839353	4/28/2022	[2217] Colliers Engineering & Design CT, P.C. (Invoices 0000731263, 0000744356)	190.00
99839349	4/28/2022	[2244] Pattie Smith (FCSP Caregiver Respite Voucher (4/5, 4/10, 4/16, 4/21))	269.80
99839343	4/28/2022	[2245] Elaine Latulippe (FCSP Caregiver Respite Voucher - Craven County (3/9, 3/18, 3/23, 3/30))	425.00
0010033	4/29/2022	[1091] LIA'S CLEANING SERVICES, LLC	

Total Checks:

451,748.68



Eastern Carolina Council

4.b. Financial Statement

Financial Statement of Activity

Eastern Carolina Council of Governments

For 4/30/2022

001	M-T-D Actual	Y-T-D Actual	Annual Budget	Budget Remaining	Percent Used
Revenues					
4101. Dues Transfer	0.00	0.00	(142,194.00)	142,194.00	0.00
4711. Administration MIS Revenue	0.00	25.00	0.00	25.00	0.00
4713. Local Revenue - Dues	1,000.00	156,293.65	161,420.00	(5,126.35)	96.82
4716. Local Projects	0.00	0.00	73,594.00	(73,594.00)	0.00
Total Revenues	1,000.00	156,318.65	92,820.00	63,498.65	168.41
Expenses					
5455. Board Travel	0.00	0.00	500.00	500.00	0.00
5457. Board Meeting	0.00	1,798.67	4,300.00	2,501.33	41.83
5465. President Allowance	150.00	1,500.00	1,800.00	300.00	83.33
5502. Training	0.00	644.91	5,507.00	4,862.09	11.71
5510. Program Services	0.00	3,000.00	40,556.00	37,556.00	7.40
5700. Mileage Expense	96.53	96.53	8,219.00	8,122.47	1.17
5701. Hotel, Meals, Incidentals	0.00	7,800.00	8,853.00	1,053.00	88.11
5719. Merit	0.00	0.00	14,266.30	14,266.30	0.00
5720. Salary	19,742.73	120,269.58	124,863.00	4,593.42	96.32
5721. 401K	980.29	3,940.03	4,431.00	490.97	88.92
5722. FICA	1,498.31	8,788.19	9,552.00	763.81	92.00
5724. Health Insurance	2,084.01	15,096.46	16,900.00	1,803.54	89.33
5725. Dental Insurance	80.60	620.79	1,000.00	379.21	62.08
5726. Retirement	1,428.04	9,088.77	12,197.00	3,108.23	74.52
5736. Unemployment Benefits	117.91	411.99	430.00	18.01	95.81
5749. Legal Fees	0.00	64,549.59	15,609.00	(48,940.59)	413.54
5750. Consultant	11,766.25	23,979.94	5,000.00	(18,979.94)	479.60
5751. Audit	0.00	942.65	2,336.00	1,393.35	40.35
5752. Rent	4,391.50	43,915.00	55,485.00	11,570.00	79.15
5754. Equipment Lease	475.10	5,121.56	6,000.00	878.44	85.36
5757. Insurance & Bonding	0.00	9,148.72	11,000.00	1,851.28	83.17
5758. Postage	0.00	(4.80)	1,500.00	1,504.80	(0.32)
5759. Printing/Publication	0.00	0.00	2,484.00	2,484.00	0.00
5760. Telephone, Cell Service	161.89	1,394.36	4,122.00	2,727.64	33.83
5761. Utilities	517.37	7,013.23	15,000.00	7,986.77	46.75
5768. Broadband	0.00	1,863.58	3,540.00	1,676.42	52.64
5769. Computer Related Purchase	0.00	179.88	2,924.00	2,744.12	6.15
5770. Office Supplies	136.53	2,317.33	7,385.00	5,067.67	31.38
5771. IT System Administration	254.54	6,033.60	10,000.00	3,966.40	60.34
5772. Dues & Subscriptions	35.00	15,759.86	17,459.86	1,700.00	90.26
5773. Janitorial	425.00	4,250.00	4,896.00	646.00	86.81
5774. Advertising	100.00	616.84	616.84	0.00	100.00
5775. Maintenance & Repairs	113.76	2,151.90	2,147.00	(4.90)	100.23
5776. Administration Website	0.00	0.00	628.00	628.00	0.00
5778. Copier Costs/Paper	0.00	1,641.02	3,600.00	1,958.98	45.58
5779. Bank Charges	147.74	1,460.76	1,200.00	(260.76)	121.73
5780. Payroll Exp	0.00	176.14	200.00	23.86	88.07
5781. Employment Screening	0.00	0.00	500.00	500.00	0.00
5899. Indirect Cost	(48,493.97)	(299,988.70)	(334,187.00)	(34,198.30)	(89.77)
Total Expenses	(3,790.87)	65,578.38	92,820.00	27,241.62	70.65
Excess Revenue Over (Under) Expenditures	4,790.87	90,740.27	0.00	90,740.27	0.00

Financial Statement of Activity

Eastern Carolina Council of Governments

For 4/30/2022

	M-T-D Actual	Y-T-D Actual	Annual Budget	Budget Remaining	Percent Used
003					
Revenues					
4701. Federal Revenue	43,383.00	2,236,274.34	10,339,135.00	(8,102,860.66)	21.63
4702. State Revenue	0.00	49,917.35	185,079.00	(135,161.65)	26.97
4711. MIS Revenue	507.79	1,975.55	4,500.00	(2,524.45)	43.90
4712. Appropriated Fund Balance	0.00	0.00	23,000.00	(23,000.00)	0.00
4713. Local Revenue	0.00	163,288.38	54,566.00	108,722.38	299.25
4717. ECC Match	0.00	0.00	142,194.00	(142,194.00)	0.00
Total Revenues	43,890.79	2,451,455.62	10,748,474.00	(8,297,018.38)	22.81
Expenses					
5460. MIS Fee	651.95	1,890.06	4,500.00	2,609.94	42.00
5466. Aging P & A Misc Exp	75.00	75.00	75.00	0.00	100.00
5500. Advisory Council	203.55	522.77	1,000.00	477.23	52.28
5502. Training	0.00	960.00	3,227.02	2,267.02	29.75
5510. Program Services	2,414.71	39,513.50	1,187,428.75	1,147,915.25	3.33
5700. Mileage Expense	1,567.26	12,152.32	23,609.52	11,457.20	51.47
5701. Hotel, Meals, Incidentals	187.34	1,510.83	2,323.49	812.66	65.02
5719. Merit	0.00	0.00	3,229.69	3,229.69	0.00
5720. Salary	69,911.32	432,520.80	647,749.29	215,228.49	66.77
5721. 401K	2,433.93	13,432.65	50,949.65	37,517.00	26.36
5722. FICA	5,279.37	33,026.43	37,081.51	4,055.08	89.06
5724. Health Insurance	9,443.90	59,107.91	64,096.01	4,988.10	92.22
5725. Dental Insurance	415.40	2,548.10	3,396.21	848.11	75.03
5726. Retirement	7,356.11	47,236.41	53,908.81	6,672.40	87.62
5736. Unemployment Benefits	414.29	1,380.83	1,840.67	459.84	75.02
5749. Legal Fees	0.00	0.00	3,628.68	3,628.68	0.00
5750. Consultant	8,101.30	21,491.35	30,000.00	8,508.65	71.64
5751. Audit	0.00	21,782.35	32,337.00	10,554.65	67.36
5752. Rent	120.00	1,200.00	1,280.00	80.00	93.75
5758. Postage	0.00	77.82	2,793.00	2,715.18	2.79
5759. Printing/Publication	3,091.20	4,720.55	2,129.35	(2,591.20)	221.69
5760. Telephone, Cell Service	1,297.49	11,278.76	17,420.00	6,141.24	64.75
5768. Broadband	140.82	11,094.46	20,785.00	9,690.54	53.38
5769. Computer Related Purchase	0.00	628.88	1,225.00	596.12	51.34
5770. Office Supplies	0.00	8,051.77	11,463.25	3,411.48	70.24
5771. IT System Administration	2,545.46	29,793.54	47,801.93	18,008.39	62.33
5772. Dues & Subscriptions	1,999.00	10,567.36	16,267.36	5,700.00	64.96
5774. Advertising	0.00	6,745.15	6,799.68	54.53	99.20
5775. Maintenance & Repairs	0.00	0.00	1,000.00	1,000.00	0.00
5778. Copier Costs/Paper	0.00	1,849.17	5,175.12	3,325.95	35.73
5781. Employment Screening	0.00	103.50	155.75	52.25	66.45
5844. 844 ECC CAREGIVER VOUCHERS	2,392.60	5,624.30	5,624.30	0.00	100.00
5854. 854 - Supp. Servc Assistive Technology	0.00	2,203.84	2,203.84	0.00	100.00
5899. Indirect Cost	48,493.97	299,988.70	340,107.12	40,118.42	88.20
6200. HCCBG PASS-THRU FUNDS	367,651.00	1,224,299.00	6,371,686.00	5,147,387.00	19.21
6201. HCCBG PASS-THRU FUNDS	0.00	367,824.00	857,480.00	489,656.00	42.90
6220. FAMILIES FIRST PASS-THRU FUNDS	0.00	18,262.00	481,160.00	462,898.00	3.80
6600. LEGAL AIDE	3,754.00	16,654.00	41,183.00	24,529.00	40.44
6700. Sr. Center Gen Purpose	11,320.00	49,035.00	103,389.00	54,354.00	47.43
6800. III-D	6,940.00	21,616.00	134,858.00	113,242.00	16.03
6900. CARES FCSP	6,332.00	63,621.00	126,106.00	62,485.00	50.45
Total Expenses	564,532.97	2,844,390.11	10,748,474.00	7,904,083.89	26.46
Excess Revenue Over (Under) Expenditures	(520,642.18)	(392,934.49)	0.00	(392,934.49)	0.00



Eastern Carolina Council

5. Budget Presentation



8. Approval of Agreement

**Approval of Agreement with the NC Association of Regional
Councils of Governments for the Provision of Local Government
Assistance Regarding American Rescue Plan Funds**

June 9, 2022

Background:

The State of North Carolina received appropriations from the Coronavirus Local Fiscal Recovery Fund created under section 603 of the American Rescue Plan Act (ARPA) to support local response to and recovery from the COVID-19 coronavirus pandemic.

The NC General Assembly appropriated \$10 million of the State's Coronavirus Local Fiscal Recovery Fund to the NCARCOG for its members to provide guidance and technical assistance to local governments regarding the administration of funds from the Local Fiscal Recovery Fund, as established in Section 2.6 of 22 S.L. 2021-25.

The NC Pandemic Recovery Office ("NCPRO") has entered into a subaward agreement with NCARCOG regarding the scope of the guidance and technical assistance offered to local governments and it is subject to specific terms and conditions applicable to a subrecipient of federal funding.

Summary:

Through the attached agreement, Eastern Carolina Council (ECC) would serve as a contractor to NCARCOG and agree to provide the technical assistance described herein to local governments within its designated region in North Carolina. The term of the agreement would be through October 1, 2026.

The needs of the communities in each COG varies, and the proposed scope of work for each COG is a bit different. The scope of work (as shown in "Attachment A") was developed based on input from the ARPA survey sent to ECC members, as well as samples from other COGs. The proposed budget is shown in "Attachment B".

The NCARCOG is set to consider the proposed agreements for each COG on June 8th.

Action Requested:

- Approval of the agreement is requested.

Attachment:

- Draft agreement between NCARCOG and ECC (including Attachment A and Attachment B)

AGREEMENT BETWEEN THE
NORTH CAROLINA ASSOCIATION OF REGIONAL COUNCILS OF GOVERNMENTS AND
THE NEUSE RIVER COUNCIL OF GOVERNMENTS (D/B/A EASTERN CAROLINA COUNCIL)
FOR THE PROVISION OF LOCAL GOVERNMENT ASSISTANCE REGARDING THE
AMERICAN RESCUE PLAN ACT FUNDS
FEBRUARY 1, 2022 – OCTOBER 1, 2026

This AGREEMENT, entered into effective this the 1st day of February, 2022 by and between the Neuse River Council of Governments, D/B/A Eastern Carolina Council (hereinafter referred to as the "Council"), and the North Carolina Association of Regional Councils of Governments (hereinafter referred to as the "NCARCOG"); WITNESSETH THAT:

WHEREAS, the NCARCOG is an association of regional councils of governments that serve 16 regions in the state of North Carolina in accordance with N.C. General Statutes 160A, Article 20, Part 2 and 153A, Article 19;

WHEREAS, the State of North Carolina received appropriations from the Coronavirus Local Fiscal Recovery Fund created under section 603 of the American Rescue Plan Act (ARPA) to support local response to and recovery from the COVID-19 coronavirus pandemic;

WHEREAS, the North Carolina General Assembly appropriated \$10 million of the State's Coronavirus Local Fiscal Recovery Fund to the NCARCOG for its members to provide guidance and technical assistance to local governments regarding the administration of funds from the Local Fiscal Recovery Fund as established in Section 2.6 of 22 S.L. 2021-25;

WHEREAS, the North Carolina Pandemic Recovery Office ("NCPRO") has entered into a subaward agreement with NCARCOG regarding the scope of the guidance and technical assistance offered to local governments and it is subject to specific terms and conditions applicable to a subrecipient of federal funding;

WHEREAS, the Council, through this agreement, is a contractor to NCARCOG and agrees to provide the technical assistance described herein to local governments within its designated region in North Carolina;

WHEREAS, the Council desires to cooperate with the NCARCOG in every way possible to the end that the proposed activities are carried out in an efficient and professional manner;

WHEREAS, the Council is empowered to provide technical assistance by the North Carolina General Statutes, as defined as the provision of services as described in Attachment A, which is herein made a part of this agreement;

WHEREAS, the Council is a contractor of NCARCOG and is therefore subject any applicable state and federal laws and regulations.

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

1. **Scope of Services.** The Council shall provide the activities outlined in Attachment A Scope of Services. During the period of this Agreement, the Council will furnish the necessary trained personnel to carry out the services described herein.
2. **Time of Performance.** The Council may begin services outlined in Attachment A after February 1, 2022. The NCARCOG may not reimburse or otherwise compensate the Council for any expenditures incurred or services provided prior to February 1, 2022. The Council shall ensure that all services required herein be completed and all required reports and documents submitted by October 1, 2026. It is anticipated most activities will be completed by December 31, 2024.
3. **Reports and Documentation.** The Council shall provide documentation and reports to the NCARCOG using the approved forms which contain the required information to satisfy any requirements imposed by the state or federal governments. Common forms shall be created by the NCARCOG for the performance and financial reports. The forms shall include quarterly information and year to date information. The Council shall report on intended outcomes and performance measures, based on the scope of work and performance metrics described in Attachment A.
 - a. The Council shall submit the necessary performance and financial reports no later than 30 days following the close of the quarter according to the following schedule:
 - i. *Initial Report: February 1 to June 30 (2022 only)*
 - ii. Quarter 1: July 1 to September 30
 - iii. Quarter 2: October 1 to December 31
 - iv. Quarter 3: January 1 to March 30
 - v. Quarter 4: April 1 to June 30
 - vi. An annual report shall be due in lieu of the 4th quarter report.
 - b. A committee of the NCARCOG Board of Directors shall review reports to identify performance concerns and communicate those concerns to the Council.
4. **Compensation and Reimbursement.** The NCARCOG will reimburse the Council an amount not to exceed \$593,750 (five hundred ninety-three thousand seven hundred and fifty dollars) for the satisfactory performance of all services related to administration of the project including all work as defined in Attachment A, Scope of Services
 - a. Council is required to adhere to all requirements related to the American Rescue Plan Act State and Local Fiscal Recovery Funds; the final rule issued by U.S. Treasury, including but not limited to compliance with Uniform Guidance 2 CFR, Part 200; and all requirements set forth by the North Carolina Office of Pandemic Recovery as part of its agreement with NCARCOG.
 - b. Council shall keep an accurate record of expenditures related to this agreement and Attachment A, Scope of Services, which will serve as the basis for the amount

charged to the NCARCOG. Upon review and approval of required documentation as outlined in Section 2b, the NCARCOG will reimburse the Council quarterly for eligible expenditures outlined in Attachment B Budget. It is expressly understood and agreed that total compensation shall not exceed the maximum sum specified in Section 3 without prior approval of both parties.

- c. The NCACOG shall only reimburse the Council for documented expenditures incurred during the Time of Performance.
 - d. The NCARCOG contract administrator shall be responsible for monitoring Council performance quarterly and approving reimbursement requests for processing and payment by the NCARCOG Treasurer.
 - e. NCARCOG shall process reimbursement requests within 30 days of approval by the NCARCOG contract administrator, unless there is a delay in NCARCOG receiving funds from the State of North Carolina.
5. **Financial Management:** The Council shall account for funds associated with this agreement separate from other Council funds. Creating separate accounts or accounting funds (special revenue funds, grant project ordinances, etc.) is not required. The Council must maintain a financial management system and financial records and administer funds received pursuant to this Agreement in accordance with all applicable federal and state requirements, including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, as adopted by the Department of Treasury at 2 CFR Part 1000. If not already in place, the Council shall adopt such additional financial management procedures as may from time to time be prescribed by the NCARCOG if required by applicable laws, regulations or guidelines from its federal and state government funding sources. The Council shall maintain detailed, itemized documentation and records of all income received and expenses incurred pursuant to this Agreement.
6. **Improper Payments.** Any item of expenditure by the Council under the terms of this Agreement which is found by auditors, investigators, and other authorized representatives of the NCARCOG, North Carolina Pandemic Recovery Office, the Department of Treasury, or other federal instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of the Council, shall become the Council's liability, to be paid by Council from funds other than those provided by the NCARCOG under this Agreement or any other agreements between the NCARCOG and the Council. This provision shall survive the expiration or termination of this Agreement.
7. **Modifications.** Parties may propose modifications at any time and shall be confirmed only through the written agreement of both parties. The Council shall propose modifications to Attachment A Scope of Services when there is a material change to the services performed under the agreement. The Council shall propose modifications to Attachment B Budget when there is an anticipated change of more than 10% within and between budget line items.

8. **Termination of Agreement**. If, for any reason, the Council shall fail to fulfill in a timely and proper manner its obligations under this agreement, or violate any of the covenants, conditions, or stipulations of this agreement, the NCARCOG shall thereupon have the right to terminate this agreement by giving written notice of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared under this agreement shall, at the option of the NCARCOG, become its property, and the Council shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials in direct proportion to the extent of services actually completed. The Council may terminate the agreement by giving 30 days notice to NCARCOG
9. **Interest of Members, Officers, or Employees of the Council, Members of the NCARCOG, or Other Public Officials**. No member, officer, or employee of the Council or its agents and no member of the governing body of the NCARCOG who exercise any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any financial interest, either direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in the program. The Council shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.
10. **Monitoring**. The NCARCOG shall monitor, evaluate, and provide guidance and direction to the Council in the conduct of Approved Activities performed under this Agreement. The NCARCOG must determine whether the Council has spent funds in accordance with applicable laws, regulations, including the federal audit requirements and agreements and shall monitor the activities of the Council to ensure that the Council has met such requirements. The NCARCOG may require the Council to take corrective action if deficiencies are found. The Council shall permit the NCARCOG to carry out monitoring and evaluation activities and the Council agrees to ensure, to the greatest extent possible, the cooperation of its agents, employees and board members in such monitoring and evaluation efforts. This provision shall survive the expiration or termination of this Agreement.
11. **Access to Records and Record Retainage**. The Council shall grant access by the NCARCOG, the state, the applicable federal agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Council which are directly pertinent to this agreement for the purpose of making audit, examination, excerpts, and transcriptions. Retention of all required records for five years after the NCARCOG makes final payments and all other pending matters are closed

12. **Indemnification.** The Council agrees to indemnify and hold harmless the NCARCOG, and any of their officers, agents and employees, and Federal Government from any claims of third parties arising out of any act or omission of the Council in connection with the performance of this Agreement to the extent permitted by law.
13. **Compliance with Subaward Agreement and Applicable Laws.** The Council shall perform all activities funded by this Agreement in accordance with this Agreement, the subaward agreement between the NCARCOG and the North Carolina Pandemic Recovery Office (See Appendix C), and all applicable federal, state and local requirements, including all applicable statutes, rules, regulations, executive orders, directives or other requirements.
14. **Authority.** This Agreement is subject to the laws, regulations, and guidance documents authorizing and implementing this grant, including the following:
- a. Authorizing Statute. Section 603 of the Social Security Act (42 U.S.C. 803), as added by section 9901(a) of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2).
 - b. Implementing Regulation. Subpart A of 31 CFR Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds interim final rule (86 FR 26786, May 17, 2021), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. 803).
 - c. Guidance. Applicable guidance documents issued by the Department of Treasury, including Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds ;
15. **Federal Grant Administration Requirements.** The Council must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, as adopted by the Department of Treasury at 2 CFR Part 1000. These requirements control how the Council may administer this grant and how the NCARCOG must oversee the Council.
16. **Federal Procurement Requirements.** The Council must have and use documented procurement procedures, consistent with state, local, and tribal laws and regulations and the standards of 2 CFR 200.318 for the acquisition of property or services required under this Agreement. The Council's documented procurement procedures must conform to the procurement standards identified in Subpart D of 2 CFR Part 200 (Procurement Standards). Such standards include, but are not limited to, the following:
- a. All procurement transactions for property or services must be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320, which allows for non-competitive procurements only if either (1) the item is below the micro-purchase threshold; (2) the item is only available from a single source; (3) the public exigency or emergency will not permit a delay from publicizing

- a competitive solicitation; (4) or after solicitation of a number of sources, competition is determined inadequate.
- b. The Council must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
 - c. The Council must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts in conformance with 2 CFR 200.318(c). Council must disclose in writing to the NCARCOG any potential conflict of interest affecting the awarded funds in accordance with 2 CFR 200.112.
 - d. The Council must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
 - e. Council must "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."
17. **Federal Restrictions on Lobbying.** Council must comply with the restrictions on lobbying set forth in 31 CFR Part 21. Pursuant to this regulation, the Council may not use any federal funds to pay 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 any of the following covered federal actions: 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. The Council must certify in writing that the Council has not made, and will not make, any payment prohibited by these requirements using the form provided by NCARCOG.
18. **Equal Opportunity Requirements.**
- a. Civil Rights Laws. Council must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.
 - b. Fair Housing Laws. Council must comply with the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.
 - c. Disability Protections. Council must comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
 - d. Age Discrimination. Council must comply with the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities

- receiving federal financial assistance.
- e. Americans with Disabilities Act. Council must comply with Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
19. **Suspension and Debarment.** Council must comply with the Office of Management and Budget (OMB) Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) at 2 CFR Part 180, as adopted by the U.S. Department of Treasury at 31 CFR Part 19. The Council represents that neither it, nor any of its principals has been debarred, suspended, or determined ineligible to participate in federal assistance awards or contracts. Council further agrees that it will notify the NCARCOG immediately if it or any of its principals is placed on the list of parties excluded from federal procurement or nonprocurement programs available at www.sam.gov.
20. **Federal Funding Accountability and Transparency Act of 2006.** Council must provide the NCARCOG with all information requested by the NCARCOG to enable the NCARCOG to comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (31 U.S.C. 6101 note).
21. **Publications and External Communications.** Any publications or communications materials produced with funds from this Agreement must display the following language: "This project [is being] [was] supported, in whole or in part, by the American Rescue Plan."
22. **E-Verify.** Pursuant to G.S. 143-133.3, the Council and the Council's contractors must comply 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.

IN WITNESS WHEREOF, the Council and the NCARCOG have executed this Agreement as of the date first above written.

NCARCOG:

NEUSE RIVER COUNCIL OF
GOVERNMENTS
(D/B/A EASTERN CAROLINA COUNCIL)

By: _____
Executive Director

Executive Director

NCARCOG:

NEUSE RIVER COUNCIL OF
GOVERNMENTS
(D/B/A EASTERN CAROLINA COUNCIL)

By: _____
Board Chair

By: _____
Board Chair

ATTACHMENT A
SCOPE OF SERVICES
FOR THE PROVISION OF LOCAL GOVERNMENT ASSISTANCE REGARDING
THE AMERICAN RESCUE PLAN ACT FUNDS
FEBRUARY 1, 2022 – OCTOBER 1, 2026

The following outlines the scope of services to be provided by the Eastern Carolina Council ("Council") to local governments in its region. In its agreement with the State of North Carolina, NCARCOG agreed to three goals to guide the services to be provided statewide. The Council is required to align specific activities or services under these goals; however, it is not required to provide services or activities under each goal.

Goal 1: Assist local governments in effectively planning for COVID-19 recovery and SLFRF fund implementation		
<i>Council Activities</i>	<i>Duration or Timeline</i>	<i>Proposed Performance Metrics</i>
1. Work with local governments individually to assist in planning and implementation of local recovery efforts, including policy development, budgeting, and procurement.	Grant period	Number of correspondences and meetings; number of policies assisted; number of budgets assisted; number of procurements assisted
2. Assist local governments on long-range planning efforts related to recovery from the impacts of COVID-19 and mitigating the impacts of future pandemics.	Grant period	Number of long-range planning efforts assisted
3. Maintain a regional database of recovery implementation efforts to share with local government partners and to identify opportunities for collaboration.	Grant period	Number of database records
4. Maintain a database of ARPA-related experts and agency contacts for use by local governments.	Grant period	Number of database records
5. Maintain a database of ARPA resources for use by local governments.	Grant period	Number of database records
6. Updates/development of Land Use Plans and Comprehensive Plans	6-12 months per community	# of communities with updated plans or new plans

7. Work with member governments on reviewing and updating existing plans and policies including Emergency Management, Hazard Mitigation, and other related ordinances to address pandemic mitigation.	12 months per plan update	# of plans updated
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Goal 2: Provide technical assistance to local governments, including but not limited to project management, monitoring, reporting, grant writing, financial management, toolkits and/or strategies for implementation

<i>Council Activities</i>	<i>Duration or Timeline</i>	<i>Proposed Performance Metrics</i>
1. Assist local governments with compliance activities including monitoring, reporting, and fiscal management of recovery funds	Grant period	Number of compliance activities assisted
2. Assist local governments with management of recovery projects	Grant period	Number of projects managed; number of projects assisted
3. Assist local governments with grant writing for recovery efforts	Grant period	Number of assisted grants submitted; number of assisted grants awarded; dollar value of assisted grants awarded
4. GIS mapping services – stormwater, utilities	6 months – 2 years per project	# of residents served
5. Planning and Zoning Administration services	Ongoing	Additional staff person hired to expand services
6. Identify underserved populations most impacted by pandemic and connect with resources to facilitate health and economic development.	Ongoing	# of residents served
7. Housing related projects including but not limited to recovery and resiliency	Ongoing	# of houses remediated

Goal 3: Convene local government administrators, elected officials and other stakeholders to collaborate on regional recovery and effective SLFRF implementation.		
<i>Council Activities</i>	<i>Duration or Timeline</i>	<i>Proposed Performance Metrics</i>
1. Assist local governments with compliance activities including monitoring, reporting, and fiscal management of recovery funds	Grant period	Number of compliance activities assisted
2. Assist local governments with management of recovery projects	Grant period	Number of projects managed; number of projects assisted
3. Assist local governments with grant writing for recovery efforts	Grant period	Number of assisted grants submitted; number of assisted grants awarded; dollar value of assisted grants awarded
4. Assist with educational and informational outreach through partnerships with local, regional, and statewide healthcare professionals.	Ongoing	# of outreach events, # of residents served
5. Facilitate public forums with experts, and provide general guidance to public and member governments.	Ongoing	# of public forums

The list below outlines additional program management responsibilities expected of the Council by NCARCOG. The Council shall:

1. Set up and maintain files and records in accordance with requirement set forth in the Agreement and in keeping with all federal and state requirements.
2. Designate a staff point of contact for the administration of the scope of services and coordination with NCARCOG Contract Administrator.
3. Actively participate with NCARCOG in engaging federal, state and local officials on ARPA activities.
4. Upon request of NCARCOG or NCPRO, actively communicate any updates or changes to state or federal policy, regulation or practice related to the Coronavirus State and Local Fiscal Recovery Funds.

ATTACHMENT B
PROJECT BUDGET FRAMEWORK
FEBRUARY 1, 2022 – OCTOBER 1, 2026

Object Class Categories	Proposed Budget
Personnel	\$270,000
Fringe Benefits	110,700
Travel	7,500
Equipment	
Supplies	2,000
Contractual	
Construction	
Other	3,246
<i>Total Direct</i>	393,446
Indirect Charges	200,304
TOTAL	593,750

Provide a clear budget justification that identifies how funds in each line item of the budget will be utilized to support the proposed scope of services. Explain the proposed use of any amounts budgeted for "Equipment," "Contractual," or "Other."

Personnel/Fringe: Budget includes salary and fringe for one new full-time to complete the bulk of the scope tasks, plus a share of existing personnel in amounts over time. Existing employees include Executive Director. Depending on success hiring the appropriate staff, ECC may instead increase the time existing personnel spend to complete the scope tasks.

Travel: Budget includes travel reimbursement expenditures for ECC staff to travel throughout the region to hold meetings and assist local governments.

Supplies: Budget includes general office supplies. Computer costs are included in Other.

Other: Budget includes direct training, computer and other miscellaneous expenses. Computer charges include direct computer supplies, email and software subscriptions, and computer/IT services.

Provide detail on your current indirect cost rate based on your current Indirect Cost Rate Agreement that your organization has with its cognizant Federal agency.

ECC has an approved Indirect Cost Rate Agreement of 50.91%.

ATTACHMENT C
FEDERAL AWARD IDENTIFICATION.

This Agreement constitutes a subaward of federal funds, the details of which are provided below pursuant to 2 CFR 200.332(a)(1):

Subrecipient name:	Neuse River Council of Governments, D/B/A Eastern Carolina Council
Subrecipient's unique entity identifier:	DUNS # 075561878
Federal Award Identification Number (FAIN):	
Federal Award Date:	May 18, 2021
Subaward and Budget Period of Performance Start Date:	February 1, 2022
Subaward and Budget Period of Performance End Date:	Funds obligated by December 31, 2024; Funds expended by October 1, 2026
Amount of Federal Funds Obligated to the subrecipient by this action:	\$593,750.00
Total Amount of Federal Funds Obligated to the subrecipient by NCARCOG:	\$593,750.00
Total Amount of the Federal Award Committed to the subrecipient by NCARCOG:	\$593,750.00
Federal award project description :	Revenue replacement used to provide government services: Provides funds for guidance and technical assistance to localities.
Federal awarding agency:	US Department of the Treasury
Federal recipient:	State of North Carolina, Office of State Budget and Management/NCPRO
Subawarding agency:	North Carolina Association of Regional Councils of Government (NCARCOG)
Subawarding agency contact information:	Lane Bailey 505 Hagen Ct Salisbury, NC 28144 (704) 798-8221 lbailey@ncarcog.com
Assistance listings number and title:	21.027 Coronavirus State and Local Fiscal Recovery Funds
Research and development:	No



Eastern Carolina Council

9. ARPA/Recovery Policy



Eastern Carolina Council

233 Middle Street; Ste 300

Phone: 252.638.3185

PO Box 1717

Fax: 252.638.3187

New Bern, NC 28560

www.eccog.org

Record Retention Policy: Documents Created or Maintained Pursuant to the receipt of ARP/CSLFRF Funds

Retention of Records: The Coronavirus Local Fiscal Recovery Funds ("CSLFRF") Award Terms and Conditions and the Compliance and Reporting Guidance set forth the U.S. Department of Treasury's ("Treasury") record retention requirements for an ARP/CSLFRF award.

It is the policy of the Neuse River Council of Governments d/b/a the Eastern Carolina Council (Eastern Carolina Council) to follow Treasury's record retention requirements as it expends CSLFRF pursuant to the Agreement between Eastern Carolina Council and The North Carolina Association of Regional Councils of Government (NCARCOG) regarding the APR/CSLFRF funds NCARCOG received from the North Carolina Pandemic Recovery Office (NCPRO) and made available to Eastern Carolina Council (the APR/CSLFRF Award). Accordingly, the Eastern Carolina Council agrees to do the following:

- Retain all financial and programmatic records related to the use and expenditure of CSLFRF pursuant to the ARP/CSLFRF Award for a period of five (5) years after all CLFRF funds have been expended or returned to Treasury, whichever is later.
- Retain records for real property and equipment acquired with CSLFRF for five years after final disposition.
- Ensure that the financial and programmatic records retained sufficiently evidence compliance with section 603(c) of the Social Security Act "ARPA," Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- Allow NCARCOG, NCPRO, the Treasury Office of Inspector General, and the Government Accountability Office, or their authorized representatives, the right of right of timely and unrestricted access to any records for the purpose of audits or other investigations relating to the use of CSLFRF.
- If any litigation, claim, or audit is started relating to the use of CSLFRF before the expiration of the 5-year period, the records will be retained until all litigation, claims, or audit findings involving the records have been resolved.

Covered Records: For purposes of this policy, records are information, regardless of physical form or characteristics, that are created, received, or retained that evidence the Eastern Carolina Council's expenditure of CSLFRF on eligible projects, programs, or activities pursuant to the ARP/CSLFRF Award.

Records that shall be retained pursuant to this policy include, but are not limited to, the following:

- Financial statements and accounting records evidencing expenditures of CSLFRF for eligible projects, programs, or activities.
- Documentation of rational to support a particular expenditure of CSLFRF (e.g., expenditure constitutes a general government service);
- Documentation of administrative costs charged to the ARP/CSLFRF Award ;
- Procurement documents evidencing the significant history of a procurement, including, at a minimum, the rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for contract cost or price;
- Subaward agreements and documentation of subrecipient monitoring;
- Documentation evidencing compliance with the Uniform Guidance property management standards set forth in 2 C.F.R. §§ 200.310-316 and 200.329;
- Personnel and payroll records for full-time and part-time employees compensated with CSLFRF, including time and effort reports; and
- Indirect cost rate proposals

Storage: Eastern Carolina Council's records relating to CSLFRF must be stored in a safe, secure, and accessible manner. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

Departmental Responsibilities: Any department or unit of the Eastern Carolina Council, and its employees, who are responsible for creating or maintaining the covered documents in this policy shall comply with the terms of this policy. Failure to do so may subject the Eastern Carolina Council to civil and/or criminal liability. Any employee who fails to comply with the record retention requirements set forth herein may be subject to disciplinary sanctions, including suspension or termination.

The Executive Director is responsible for identifying the documents that Eastern Carolina Council must or should retain and arrange for the proper storage and retrieval of records. The Executive Director shall also ensure that all personnel subject to the terms of this policy are aware of the record retention requirements set forth herein.

Reporting Policy Violations: The Eastern Carolina Council is committed to enforcing this policy as it applies to all forms of records. Any employee that suspects the terms of this policy have been violated shall report the incident immediately to that employee's supervisor. If an employee is not comfortable bringing the matter up with the supervisor, the employee may bring the matter to the attention of the Executive Director or the Board of Directors. The Eastern Carolina Council prohibits any form of discipline, reprisal, intimidation, or retaliation for reporting incidents of inappropriate conduct of any kind, pursuing any record destruction claim, or cooperating in related investigations.

Questions About the Policy: Any questions about this policy should be referred to David Bone, 252-638-3185 ext. 3005; executivedirector@eccog.org, who is in charge of administering, enforcing, and updating this policy.

ND:4887-8968-0932, v. 2



Eastern Carolina Council

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CONFLICT OF INTEREST POLICY **APPLICABLE TO CONTRACTS AND SUBAWARDS OF EASTERN CAROLINA COUNCIL** **SUPPORTED BY FEDERAL FINANCIAL ASSISTANCE**

I. Scope of Policy

a. Purpose of Policy. This Conflict of Interest Policy ("Policy") establishes conflict of interest standards that (1) apply when Neuse River Council of Governments d/b/a Eastern Carolina Council ("Unit") enters into a Contract (as defined in Section II hereof) or makes a Subaward (as defined in Section II hereof), and (2) meet or exceed the requirements of North Carolina law and 2 C.F.R. § 200.318(c).

b. Application of Policy. This Policy shall apply when the Unit (1) enters into a Contract to be funded, in part or in whole, by Federal Financial Assistance to which 2 C.F.R. § 200.318(c) applies, or (2) makes any Subaward to be funded by Federal Financial Assistance to which 2 C.F.R. § 200.318(c) applies. If a federal statute, regulation, or the terms of a financial assistance agreement applicable to a particular form of Federal Financial Assistance conflicts with any provision of this Policy, such federal statute, regulation, or terms of the financial assistance agreement shall govern.

II. Definitions

Capitalized terms used in this Policy shall have the meanings ascribed thereto in this Section II: Any capitalized term used in this Policy but not defined in this Section II shall have the meaning set forth in 2 C.F.R. § 200.1.

- a. "*COI Point of Contact*" means the individual identified in Section III(a) of this Policy.
- b. "*Contract*" means, for the purpose of Federal Financial Assistance, a legal instrument by which the Unit purchases property or services needed to carry out a program or project under a Federal award.
- c. "*Contractor*" means an entity or individual that receives a Contract.
- d. "*Covered Individual*" means a Public Officer, employee, or agent of the Unit.
- e. "*Covered Nonprofit Organization*" means a nonprofit corporation, organization, or association, incorporated or otherwise, that is organized or operating in the State of North Carolina primarily for religious, charitable, scientific, literary, public health and safety, or educational purposes, excluding any board, entity, or other organization created by the State of North Carolina or any political subdivision of the State (including the Unit).
- f. "*Direct Benefit*" means, with respect to a Public Officer or employee of the Unit, or the spouse of any such Public Officer or employee, (i) having a ten percent (10%) ownership interest or other interest in a Contract or Subaward; (ii) deriving any income

or commission directly from a Contract or Subaward; or (iii) acquiring property under a Contract or Subaward.

g. “*Federal Financial Assistance*” means Federal financial assistance that the Unit receives or administers in the form of grants, cooperative agreements, non-cash contributions or donations of property (including donated surplus property), direct appropriations, food commodities, and other Federal financial assistance (except that the term does not include loans, loan guarantees, interest subsidies, or insurance).

h. “*Governing Board*” means the Board of Directors of the Unit.

i. “*Immediate Family Member*” means, with respect to any Covered Individual, (i) a spouse, and parents thereof, (ii) a child, and parent thereof, (iii) a parent, and spouse thereof, (iv) a sibling, and spouse thereof, (v) a grandparent and grandchild, and spouses thereof, (vi) domestic partners and parents thereof, including domestic partners of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with the Covered Individual is the equivalent of a family relationship.

j. “*Involved in Making or Administering*” means (i) with respect to a Public Official or employee, (a) overseeing the performance of a Contract or Subaward or having authority to make decisions regarding a Contract or Subaward or to interpret a Contract or Subaward, or (b) participating in the development of specifications or terms or in the preparation or award of a Contract or Subaward, (ii) only with respect to a Public Official, being a member of a board, commission, or other body of which the Public Official is a member, taking action on the Contract or Subaward, whether or not the Public Official actually participates in that action.

k. “*Pass-Through Entity*” means a non-Federal entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.

l. “*Public Officer*” means an individual who is elected or appointed to serve or represent the Unit (including, without limitation, any member of the Governing Board), other than an employee or independent contractor of the Unit.

m. “*Recipient*” means an entity, usually but not limited to a non-Federal entity, that receives a Federal award directly from a Federal awarding agency. The term does not include Subrecipients or individuals that are beneficiaries of the award.

n. “*Related Party*” means (i) an Immediate Family Member of a Covered Individual, (ii) a partner of a Covered Individual, or (iii) a current or potential employer (other than the Unit) of a Covered Individual, of a partner of a Covered Individual, or of an Immediate Family Member of a Covered Individual.

o. “*Subaward*” means an award provided by a Pass-Through Entity to carry out part of a Federal award received by the Pass-Through Entity. It does not include payments to a contractor or payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

p. “*Subcontract*” means mean any agreement entered into by a Subcontractor to furnish supplies or services for the performance of a Contract or a Subcontract. It

includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

q. “*Subcontractor*” means an entity that receives a Subcontract.

r. “*Subrecipient*” means an entity, usually but not limited to a non-Federal entity, that receives a subaward from a Pass-Through Entity to carry out part of a Federal award; but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

s. “*Unit*” has the meaning specified in Section I hereof.

III. COI Point of Contact.

a. Appointment of COI Point of Contact. The Executive Director of the Unit, shall have primary responsibility for managing the disclosure and resolution of potential or actual conflicts of interest arising under this Policy. In the event that the Executive Director is unable to serve in such capacity, the Finance Director shall assume responsibility for managing the disclosure and resolution of conflicts of interest arising under this Policy. The individual with responsibility for managing the disclosure and resolution of potential or actual conflicts of interest under this Section III(a) shall be known as the “*COI Point of Contact*”.

b. Distribution of Policy. The COI Point of Contact shall ensure that each Covered Individual receives a copy of this Policy.

IV. Conflict of Interest Standards in Contracts and Subawards

a. North Carolina Law. North Carolina law restricts the behavior of Public Officials and employees of the Unit involved in contracting on behalf of the Unit. The Unit shall conduct the selection, award, and administration of Contracts and Subawards in accordance with the prohibitions imposed by the North Carolina General Statutes and restated in this Section III.

i. G.S. § 14-234(a)(1). A Public Officer or employee of the Unit Involved in Making or Administering a Contract or Subaward on behalf of the Unit shall not derive a Direct Benefit from such a Contract or Subaward.

ii. G.S. § 14-234(a)(3). No Public Officer or employee of the Unit may solicit or receive any gift, favor, reward, service, or promise of reward, including but not limited to a promise of future employment, in exchange for recommending, influencing, or attempting to influence the award of a Contract or Subaward by the Unit.

iii. G.S. § 14-234.3. If a member of the Governing Board of the Unit serves as a director, officer, or governing board member of a Covered Nonprofit Organization, such member shall not (1) deliberate or vote on a Contract or Subaward between the Unit and the Covered Nonprofit Corporation, (2) attempt to influence any other person who deliberates or votes on a Contract

or Subaward between the Unit and the Covered Nonprofit Corporation, or (3) solicit or receive any gift, favor, reward, service, or promise of future employment, in exchange for recommending or attempting to influence the award of a Contract or Subaward to the Covered Nonprofit Organization.

iv. G.S. § 14-234.1. A Public Officer or employee of the Unit shall not, in contemplation of official action by the Public Officer or employee, or in reliance on information which was made known to the public official or employee and which has not been made public, (1) acquire a pecuniary interest in any property, transaction, or enterprise or gain any pecuniary benefit which may be affected by such information or other information, or (2) intentionally aid another in violating the provisions of this section.

b. Federal Standards.

i. Prohibited Conflicts of Interest in Contracting. Without limiting any specific prohibition set forth in Section IV(a), a Covered Individual may not participate in the selection, award, or administration of a Contract or Subaward if such Covered Individual has a real or apparent conflict of interest.

1. Real Conflict of Interest. A real conflict of interest shall exist when the Covered Individual or any Related Party has a financial or other interest in or a tangible personal benefit from a firm considered for a Contract or Subaward. Exhibit A attached hereto provides a non-exhaustive list of examples of (i) financial or other interests in a firm considered for a Contract or Subaward, and (ii) tangible personal benefits from a firm considered for a Contract or Subaward.

2. Apparent Conflict of Interest. An apparent conflict of interest shall exist where a real conflict of interest may not exist under Section IV(b)(i)(1), but where a reasonable person with knowledge of the relevant facts would find that an existing situation or relationship creates the appearance that a Covered Individual or any Related Party has a financial or other interest in or a tangible personal benefit from a firm considered for a Contract or Subaward.

ii. Identification and Management of Conflicts of Interest.

1. Duty to Disclose and Disclosure Forms

a. Each Covered Individual expected to be or actually involved in the selection, award, or administration of a Contract or Subaward has an ongoing duty to disclose to the COI Point of Contact potential real or apparent conflicts of interest arising under this Policy.

b. Prior to the Unit's award of a Contract or Subaward, the COI Point of Contact shall advise Covered Individuals expected to be involved in the selection, award, or administration of the Contract or Subaward of such duty.

2. Identification Prior to Award of Contract or Subaward.

a. Prior to the Unit's award of a Contract or Subaward, the COI Point of Contact shall complete the appropriate Compliance Checklist contained in Exhibit B (for Contracts) and Exhibit D (for Subawards) attached hereto and file such Compliance Checklist in the records of the Unit.

3. Management Prior to Award of Contract or Subaward

a. If, after completing the Compliance Checklist, the COI Point of Contact identifies a potential real or apparent conflict of interest relating to a proposed Contract or Subaward, the COI Point of Contact shall disclose such finding in writing to the Executive Director¹⁴ and to each member of the Governing Board. If the Governing Board desires to enter into the proposed Contract or Subaward despite the identification by the COI Point of Contact of a potential real or apparent conflict of interest, it may either:

i. accept the finding of the COI Point of Contact and direct the COI Point of Contact to obtain authorization to enter into the Contract or Subaward from (a) if Unit is a Recipient of Federal Financial Assistance, the Federal awarding agency with appropriate mitigation measures, or (b) if Unit is a Subrecipient of Federal Financial Assistance, from the Pass-Through Entity that provided a Subaward to Unit; or

ii. reject the finding of the COI Point of Contact and enter into the Contract or Subaward. In rejecting any finding of the COI Point of Contact, the Governing Board shall in writing document a justification supporting such rejection.

b. If the COI Point of Contact does not identify a potential real or apparent conflict of interest relating to a proposed Contract or Subaward, the Unit may enter into the Contract or Subaward in accordance with the Unit's purchasing or subaward policy.

4. Identification After Award of Contract or Subaward.

a. If the COI Point of Contact discovers that a real or apparent conflict of interest has arisen after the Unit has entered into a Contract or Subaward, the COI Point of Contact shall, as soon as possible, disclose such finding to the Executive Director and to each member of the Governing

Board. Upon discovery of such a real or apparent conflict of interest, the Unit shall cease all payments under the relevant Contract or Subaward until the conflict of interest has been resolved.

5. Management After Award of Contract or Subaward.

a. Following the receipt of such disclosure of a potential real or apparent conflict of interest pursuant to Section IV(b)(ii)(4), the Governing Board may reject the finding of the COI Point of Contact by documenting in writing a justification supporting such rejection. If the Governing Board fails to reject the finding of the COI Point of Contact within 15 days of receipt, the COI Point of Contact shall:

i. if Unit is a Recipient of Federal Financial Assistance funding the Contract or Subaward, disclose the conflict to the Federal awarding agency providing such Federal Financial Assistance in accordance with 2 C.F.R. § 200.112 and/or applicable regulations of the agency, or

ii. if Unit is a Subrecipient of Federal Financial Assistance, disclose the conflict to the Pass-Through Entity providing a Subaward to Unit in accordance with 2 C.F.R. § 200.112 and applicable regulations of the Federal awarding agency and the Pass-Through Entity.

V. Oversight of Subrecipient's Conflict of Interest Standards

a. Subrecipients of Unit Must Adopt Conflict of Interest Policy. Prior to the Unit's execution of any Subaward for which the Unit serves as a Pass-Through Entity, the COI Point of Contact shall ensure that the proposed Subrecipient of Federal Financial Assistance has adopted a conflict of interest policy that satisfies the requirements of 2 C.F.R. § 200.318(c)(1), 2 C.F.R. § 200.318(c)(2), and all other applicable federal regulations.

b. Obligation to Disclose Subrecipient Conflicts of Interest. The COI Point of Contact shall ensure that the legal agreement under which the Unit makes a Subaward to a Subrecipient shall require such Subrecipient to disclose to the COI Point of Contact any potential real or apparent conflicts of interest that the Subrecipient identifies. Upon receipt of such disclosure, the COI Point of Contact shall disclose such information to the Federal awarding agency that funded the Subaward in accordance with that agency's disclosure policy.

VI. Gift Standards

a. Federal Standard. Subject to the exceptions set forth in Section VI(b), a Covered Individual may not solicit or accept gratuities, favors, or anything of monetary value from a Contractor or a Subcontractor.

b. Exception. Notwithstanding Section VI(a), a Covered Individual may accept an unsolicited gift from a Contractor or Subcontractor of one or more types specified below if the gift has an aggregate market value of \$20 or less per source per occasion, provided that the aggregate market value of all gifts received by the Covered Individual pursuant to this Section VI(b) does not exceed \$50 in a calendar year:

i. honorariums for participating in meetings;

ii. advertising items or souvenirs of nominal value; or

iii. meals furnished at banquets.

c. Internal Reporting. A Covered Individual shall report any gift accepted under Section VI(b) to the COI Point of Contact. If required by regulation of a Federal awarding agency, the COI Point of Contact shall report such gifts to the Federal awarding agency or a Pass-Through Entity for which the Unit is a Subrecipient.

VII. Violations of Policy

a. Disciplinary Actions for Covered Individuals. Any Covered Individual that fails to disclose a real, apparent, or potential real or apparent conflict of interest arising with respect to the Covered Individual or Related Party may be subject to disciplinary action, including, but not limited to, an employee's termination or suspension of employment with or without pay, the consideration or adoption of a resolution of censure of a Public Official by the Governing Board, or termination of an agent's contract with the Unit.

b. Disciplinary Actions for Contractors and Subcontractors. The Unit shall terminate any Contract with a Contractor or Subcontractor that violates any provision of this Policy.

c. Protections for Whistleblowers. In accordance with 41 U.S.C. § 4712, the Unit shall not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant: (i) a member of Congress or a representative of a committee of Congress; (ii) an Inspector General; (iii) the Government Accountability Office; (iv) a Treasury or other federal agency employee responsible for grant oversight or management; (v) an authorized official of the Department of Justice or other law enforcement agency; (vi) a court or grand jury; of (vii) a management official or other employee of the Unit, a Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.

Adopted this the 9th day of June, 2022.

EXHIBIT A

Examples

<i>Potential Examples of a "Financial or Other Interest" in a Firm or Organization Considered for a Contract or Subaward</i>	<i>Potential Examples of a "Tangible Personal Benefit" From a Firm or Organization Considered for a Contract or Subaward</i>
Direct or indirect equity interest in a firm or organization considered for a Contract or Subaward, which may include: <ul style="list-style-type: none">• Stock in a corporation.• Membership interest in a limited liability company.• Partnership interest in a general or limited partnership.• Any right to control the firm or organization's affairs. For example, a controlling equity interest in an entity that controls or has the right to control a firm considered for a contract.• Option to purchase any equity interest in a firm or organization.	Opportunity to be employed by the firm considered for a contract, an affiliate of that firm, or any other firm with a relationship with the firm considered for a Contract. A position as a director or officer of the firm or organization, even if uncompensated.
Holder of any debt owed by a firm considered for a Contract or Subaward, which may include: <ul style="list-style-type: none">• Secured debt (e.g., debt backed by an asset of the firm (like a firm's building or equipment))• Unsecured debt (e.g., a promissory note evidencing a promise to repay a loan).<ul style="list-style-type: none">◦ Holder of a judgment against the firm.	A referral of business from a firm considered for a Contract or Subaward.
Supplier or contractor to a firm or organization considered for a Contract or Subaward.	Political or social influence (e.g., a promise of appointment to an local office or position on a public board or private board).

EXHIBIT B
COMPLIANCE CHECKLIST FOR OVERSIGHT OF CONTRACT CONFLICTS OF INTEREST

The *Eastern Carolina Council* (“Unit”) has adopted a Conflict of Interest Policy (“Policy”) that governs the Unit’s expenditure of Federal Financial Assistance (as defined in Section II of the Policy). The Policy designates Executive Director as the “COI Point of Contact.” The Policy requires the COI Point of Contact to complete this Compliance Checklist to identify potential real or apparent conflicts of interest in connection with proposed Contracts (as defined in Section II) and file the Checklist in the records of the Unit.

Instructions for Completion

1. The COI Point of Contact shall complete Steps 1 through 5 of the Checklist below.
2. If the COI Point of Contact identifies a potential real or apparent conflict of interest after completing this Compliance Checklist, the COI Point of Contact shall report such potential conflict of interest to Executive Director and to each member of the Governing Board.

Definitions.

1. *Covered Individual*. Each person identified in Section 1 of this Checklist is a “Covered Individual” for purposes of this Compliance Checklist and the Policy.
2. *Immediate Family Member* means, with respect to any Covered Individual, (i) a spouse, and parents thereof, (ii) a child, and parent thereof, (iii) a parent, and spouse thereof, (iv) a sibling, and spouse thereof, (v) a grandparent and grandchild, and spouses thereof, (vi) domestic partners and parents thereof, including domestic partners of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with the Covered Individual is the equivalent of a family relationship.
3. *Related Party* means (i) an Immediate Family Member of a Covered Individual, (ii) a partner of a Covered Individual, or (iii) a current or potential employer (other than the Unit) of a Covered Individual, of a partner of a Covered Individual, or of an Immediate Family Member of a Covered Individual.

Step		
1	Identify the proposed Contract, counterparty, and the subject of the Contract.	Name of Contract: _____
		Name of Counterparty _____
		Subject of Contract: _____

2	Identify all individuals involved in the selection, award, or administration of the Contract. These individuals are “Covered Individuals”. Ensure that each Covered Individual has been provided with a copy of the Conflict of Interest Policy.	
	<u>Public Officials</u>	<u>Employees</u> <u>Agents</u>

3	Identify whether any Covered Individual has a (i) financial or other interest in, or (ii) tangible personal benefit from the firm considered for a Contract.		
Any identified interest in Step 3 is a potential "real" conflict of interest.	<u>Public Officials</u>	<u>Employees</u>	<u>Agents</u>
4	Identify whether any Related Party has a (i) financial or other interest in or (ii) tangible personal benefit from the firm considered from a Contract.		
Any identified interest in Step 4 is a potential "real" conflict of interest.	<u>Public Officials – Related Party</u>	<u>Employees – Related Party</u>	<u>Agents – Related Party</u>
5	Identify whether a reasonable person with knowledge of the relevant facts would find that an existing situation or relationship creates the <i>appearance</i> that a Covered Individual or any Related Party has a financial or other interest in or a tangible personal benefit from a firm considered for a Contract? If yes, explain.		
Any identified interest in Step 5 is a potential "apparent" conflict of interest.	<u>Public Officials</u>	<u>Employees</u>	<u>Agents</u>

COI Point of Contact: _____

Signature of COI Point of Contact: _____

Date of Completion: _____

EXHIBIT C
COMPLIANCE CHECKLIST FOR SUBAWARD OVERSIGHT

The Eastern Carolina Council (“Unit”) has adopted a Conflict of Interest Policy (“Policy”) that governs the Unit’s expenditure of Federal Financial Assistance (as defined in Section II of the Policy). The Policy designates the Executive Director as the “COI Point of Contact.” The Policy requires the COI Point of Contact to complete this Compliance Checklist to identify potential real or apparent conflicts of interest in connection with proposed Subawards (as defined in Section II) and file the Checklist in the records of the Unit.

Instructions for Completion

1. The COI Point of Contact shall complete Steps 1 through 5 of the Checklist below.
2. If the COI Point of Contact identifies a potential real or apparent conflict of interest after completing this Compliance Checklist, the COI Point of Contact shall report such potential conflict of interest to the Executive Director and to each member of the Governing Board.

Definitions.

1. *Covered Individual.* Each person identified in Section 1 of this Checklist is a “Covered Individual” for purposes of this Compliance Checklist and the Policy.
2. *Immediate Family Member* means, with respect to any Covered Individual, (i) a spouse, and parents thereof, (ii) a child, and parent thereof, (iii) a parent, and spouse thereof, (iv) a sibling, and spouse thereof, (v) a grandparent and grandchild, and spouses thereof, (vi) domestic partners and parents thereof, including domestic partners of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with the Covered Individual is the equivalent of a family relationship.
3. *Related Party* means (i) an Immediate Family Member of a Covered Individual, (ii) a partner of a Covered Individual, or (iii) a current or potential employer (other than the Unit) of a Covered Individual, of a partner of a Covered Individual, or of an Immediate Family Member of a Covered Individual.

Step		
1	Identify the proposed Subaward, Subrecipient, and the subject of the Subaward.	<div style="border-bottom: 1px solid black; padding-bottom: 5px;">Name of Contract:</div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;">Name of Counterparty</div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;">Subject of Subaward:</div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;"></div>

2	Identify all individuals involved in the selection, award, or administration of the Subaward. These individuals are "Covered Individuals". Ensure that each Covered Individual has been provided with a copy of the Conflict of Interest Policy.		
	<u>Public Officials</u>	<u>Employees</u>	<u>Agents</u>
3	Identify whether any Covered Individual has a (i) financial or other interest in, or (ii) tangible personal benefit from the firm considered for a Subaward.		
Any identified interest in Step 3 is a potential "real" conflict of interest.	<u>Public Officials</u>	<u>Employees</u>	<u>Agents</u>
4	Identify whether any Related Party has a (i) financial or other interest in or (ii) tangible personal benefit from the firm considered from a Subaward.		
Any identified interest in Step 4 is a potential "real" conflict of interest.	<u>Public Officials – Related Party</u>	<u>Employees – Related Party</u>	<u>Agents – Related Party</u>
5	Identify whether a reasonable person with knowledge of the relevant facts would find that an existing situation or relationship creates the <i>appearance</i> that a Covered Individual or any Related Party has a financial or other interest in or a tangible personal benefit from a firm considered for a Subaward? If yes, explain.		
Any identified interest in Step 5 is a potential "apparent" conflict of interest.	<u>Public Officials</u>	<u>Employees</u>	<u>Agents</u>

COI Point of Contact: _____

Signature of COI Point of Contact: _____

Date of Completion: _____

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Eastern Carolina Council

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WHEREAS, the Neuse River Council of Governments d/b/a the Eastern Carolina Council (Eastern Carolina Council) has received an allocation of funds from the “Coronavirus State Fiscal Recovery Fund” or “Coronavirus Local Fiscal Recovery Fund” (together “CSLFRF funds”), established pursuant to Sections 602 and 603 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (the “ARP/CSLFRF award”), pursuant to the Agreement between Eastern Carolina Council and The North Carolina Association of Regional Councils of Government (NCARCOG) regarding the APR/CSLFRF funds NCARCOG received from the North Carolina Pandemic Recovery Office (NCPRO) and made available to Eastern Carolina Council (the APR/CSLFRF Award).

WHEREAS, CSLFRF funds are subject to the U.S. Department of Treasury (“Treasury”) regulations, including the Final Rule, the Award Terms and Conditions, and the Title VII implementing regulations at 31 C.F.R. Part 22.

WHEREAS, pursuant to the ARP/CSLFRF Award Terms and Conditions, and as a condition of receiving CSLFRF funds, the Eastern Carolina Council agrees to follow all federal statutes and regulations prohibiting discrimination in its administration of CSLFRF under the terms and conditions of the ARP/CSLFRF award, including, without limitation, the following:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin within programs or activities receiving federal financial assistance;
- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving Federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

RESOLVED, that the Board of Directors of the Eastern Carolina Council hereby adopts and enacts the following nondiscrimination policy, which shall apply to the operations of any program, activity, or facility that is supported in whole, or in part, by expenditures CSLFRF pursuant to the ARP/CSLFRF award.

Nondiscrimination Policy Statement

It is the policy of the Eastern Carolina Council to ensure that no person shall, on the ground of race, color, national origin (including limited English Proficiency), familial status, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity administered by the Eastern Carolina Council that are funded, in whole or part, with the ARP/CSLFRF Award).

I. Governing Statutory & Regulatory Authorities

As required by the CSLFRF [Award Terms and Conditions](#), the Eastern Carolina Council shall ensure that each “activity,” “facility,” or “program” that is funded in whole, or in part, with CSLFRF and administered under the ARP/CSLFRF Award, will be facilitated, operated, or conducted in compliance with the following federal statutes and federal regulations prohibiting discrimination. These include, but are not limited to, the following:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age within programs or activities receiving federal financial assistance; and
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

II. Discriminatory Practices Prohibited in the Administration of the ARP/CSLFRF Award

To ensure compliance with Title VII of the Civil Rights Act of 1964, and Title 31 Code of Federal Regulations, Part 22, the Civil Rights Restoration Act of 1987, and other pertinent nondiscrimination authorities, the Eastern Carolina Council shall prohibit, at a minimum, the following practices in its administration of CSLFRF pursuant to the ARP/CSLFRF Award:

1. Denying to a person any service, financial aid, or other program benefit without good cause;

2. Providing to a person any service, financial aid, or another benefit which is different in quantity or quality, or is provided in a different manner, from that provided to others under the program.
3. Subjecting a person to segregation or separate treatment in any matter related to the receipt of any service, financial aid, or other benefit under the program;
4. Restricting a person in the enjoyment of any advantages, privileges, or other benefits enjoyed by others receiving any service, financial aid, or other benefit under the program;
5. Treating a person differently from others in determining whether that person satisfies any admission, enrollment, quota, eligibility, membership, or other requirement or condition which persons must meet to be provided any service, financial aid, or other benefit provided under the program;
6. Implementing different standards, criteria, or other requirements for admission, enrollment, or participation in planning, advisory, contractual, or other integral activities to the program;
7. Adopting methods of administration which, directly or through contractual relationships, would defeat or substantially impair the accomplishment of effective nondiscrimination;
8. Selecting a site or location of facilities with the purpose or effect of excluding persons from, denying them the benefits of, subjecting them to discrimination, or with the purpose or effect of defeating or substantially impairing the accomplishment of the objectives of Title VI or related acts and regulations;
9. Discriminating against any person, either directly or through a contractual agreement, in any employment resulting from the program, a primary objective of which is to provide employment;
10. Committing acts of intimidation or retaliation, including threatening, coercing, or discriminating against any individual for the purpose of interfering with any right or privilege secured by any pertinent nondiscrimination law, or because an individual made a complaint, testified, assisted, or participated in an investigation, proceeding, or hearing.

III. Reporting & Enforcement

1. The Eastern Carolina Council shall cooperate in any enforcement or compliance review activities by the Department of the Treasury. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Eastern Carolina Council shall comply with information requests, on-site compliance reviews, and reporting requirements.
2. The Eastern Carolina Council shall maintain a complaint log and inform the Treasury of any complaints of discrimination on the grounds of race, color, or national origin (including limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, whether pending or completed, including the outcome. The Eastern Carolina Council shall inform the Treasury if it has received no complaints under Title VI.
3. Any person who believes they have been aggrieved by a discriminatory practice under Title VI has a right to file a formal complaint with the Treasury. Any such complaint must be in writing and filed with the Treasury's Title VI Coordinator within one hundred eighty (180) days following the date of the alleged discriminatory occurrence.
4. Any person who believes that because of that person's race, color, national origin, limited English proficiency, familial status, sex, age, religion, or disability that he/she/they have been discriminated against or unfairly treated by the Eastern Carolina Council in violation of this policy should contact the following office within 180 days from the date of the alleged discriminatory occurrence:



Eastern Carolina Council

10. Proposed By-Law Changes

Preview of Proposed By-Law Changes; Establishment of August 11th Special Called Meeting to Consider Adoption of Changes to By-Laws

June 9, 2022

Summary:

As part of the restructure process, a study group was appointed to review the Eastern Carolina Council (ECC) by-laws to improve and aid in the governance of the Council. A presentation was made at the March 10, 2022 Executive Committee Meeting, at which time, the Executive Committee reviewed recommendations on amending the ECC Charter and Bylaws. After a lengthy discussion, the Executive Committee recommended changes that it felt would benefit the Council. Those recommendations are attached for your review. Specifically, the following points have been recommended by consensus:

1. Each member city/town with a population of 16,000 or more shall appoint a member to the Executive Committee. (Page 6, first bullet point).
2. Allow a county manager to serve on the Executive Committee (Page 6, third bullet point).
3. Whenever possible, at least two of the four officers should be county commissioners (Page 8, Article VI, Section 3).
4. The Executive Director have the authority to hire and fire all staff, including the finance director (Page 10, Article VIII, Section 3).
5. Allow an Advisory Board of County Managers to be formed (Page 12, Section 4).
6. The General membership board should meet at least quarterly (Page 12, Article X, Section 1).
7. Membership and nonpayment of dues should be addressed (Page 3, Article II, Section 2d).
8. The appointing of Budget and Audit Committee members (Page 10, Article IX, Section 2c) and keeping everyone better informed of the committee meeting and discussions (Page 11, Item c).

Other recommended clarifications and rewording were suggested by our attorney.

Action Requested:

- The General Membership Board is asked to receive a presentation on the proposed by-laws and to establish a Special Called Meeting on August 11th to consider adoption of the proposed changes.

Attachment:

- Draft agreement between NCARCOG and ECC