

**River Bend Town Council
Work Session Minutes
June 9, 2022
Town Hall
5:00 p.m.**

Present Council Members: Mayor John Kirkland
Don Fogle
Brian Leonard
Barbara Maurer
Buddy Sheffield
Bud Van Slyke

Town Manager: Delane Jackson
Town Clerk: Kristie Nobles
Finance Director: Mandy Gilbert
Police Chief: Sean Joll
Town Attorney: Dave Baxter
Deputy Town Clerk: Jennifer Barrow

Members of the Public Present: 20

CALL TO ORDER

Mayor Kirkland called the meeting to order at 5:00 p.m. on Thursday, June 9, 2022 at the River Bend Town Hall with a quorum present.

VOTE – Approval of Agenda

Councilwoman Maurer motioned to accept the agenda as presented. The motion carried unanimously.

PUBLIC HEARING – Proposed FY2022-2023 Budget

Councilman Van Slyke moved to open the Public Hearing to discuss the proposed FY2022-2023 Budget. The motion carried unanimously.

He then invited anyone who wished to address the proposed FY2022-2023 budget to step to the podium to be heard.

With no one stepping forward, Councilman Van Slyke moved to close the Public Hearing. The motion carried unanimously.

Discussion / VOTE – Planning Board Recommendation on Rezoning Request and Establish Date for Public Hearing

The Manager stated that the Planning Board met on June 2, 2022 to review the request for rezoning of property located at 403 Old Pollocksville Road. The Manager stated that after a discussion between the Planning Board, the applicant and residents, the Planning Board voted to recommend the rezoning of the property as requested. He stated that the next step is to conduct a Public Hearing, and he anticipates a larger audience so he suggested a special meeting for the Public Hearing. He stated that the Planning Board has been reviewing several items with this rezoning being one of those. He stated that the Planning Board is also reviewing a Special Use Permit that the Town of River Bend has submitted for the construction of a Public Works Building on 2 acres of land at the end of Plantation Drive. He stated that the Board of Adjustment has scheduled a special meeting on June 28, 2022 to hold a Public Hearing for that Special Use Permit. He stated that there is a sign posted on the property advertising the Public Hearing and it is posted on the most visible area of the property. He stated that once Council sets a date for the

Public Hearing for the proposed rezoning of 403 Old Pollocksville Road he will need to advertise that Public Hearing just as he has for the Special Use Permit for the new Public Works Building. Councilman Fogle stated that he did not think that the Council has had enough time to learn about all the facets of this rezoning proposal at this point. Councilman Fogle initiated a motion to deny the rezoning request and the Town Manager and Town Attorney stated that that you cannot deny the request until a Public Hearing has been held. Councilman Fogle stated that he does not feel comfortable at this point setting a Public Hearing when they don't know what the proposal really is. The Manager stated that there is a possibility to get three sketch drawings of how they could possibly use the 100 acres. He stated that a Public Hearing is a statutory requirement before any action can be taken on the rezoning request. He also stated that there could be a Q&A special meeting with the Council, so the developer can answer any questions you may have. He stated that the Council could have several meetings with the developer but since the Planning Board made the recommendation for the rezoning the absolute minimum the Council must do is conduct a Public Hearing. Councilman Sheffield stated that the Council would have two additional meetings and another month to learn more about the proposed rezoning. Councilman Sheffield polled the Council to see if everyone is available on July 28, 2022 to schedule the Public Hearing; all agreed except Councilman Fogle stating he is available but felt that was too soon without the proposed sketches in hand. Councilman Fogle asked the Manager how his specific concerns, objections and suggestions could be relayed to the developer and he stated that he felt it is inappropriate to put multifamily housing in the backyards of residents like Councilman Van Slyke. Councilman Van Slyke stated he felt that it would be helpful to know what exactly the developer had planned for each colored area on the map. The Manager stated that the Council could schedule special meetings with the developer to review their concerns. Councilman Leonard asked if the developer decides to pull his rezoning request, could they still develop the property under the current zoning plat. The Manager stated that is correct. Councilman Leonard stated that the only difference would be the density levels and they would not be able to have multifamily or smaller lots. The Manager stated that is correct. Councilman Sheffield stated that the minimum would be half-acre lots and the Manager stated just a little less than a half-acre. He stated that the property is now zoned R-20A and multifamily is not allowed. Councilman Leonard stated that there are other multifamily housing districts in River Bend currently. He asked if those homes were developed at the same time as the Town was built or added on after. The Mayor stated that Lakemere was not in the Town when it was built, it was added on at a later date. Councilman Van Slyke stated that in the Manager's memo in the agenda package it states that the rezoning request is for PDR-MF which allows single family, two family and multifamily. The Manager stated that his memo states what is allowed for that zoning. Councilman Fogle stated that he would be more comfortable having the Public Hearing on August 25, 2022. Councilman Sheffield stated that the Public Hearing is a requirement and needs to be publicized for a certain amount of time and there is no requirement to vote on the rezoning at the Public Hearing. Councilman Leonard stated that Council has the authority to approve the rezoning or leave the zoning as it is zoned currently and when the developer approaches Council with his plat and plans we will have the opportunity to say this is unacceptable or not. The Town Attorney stated you do have that authority but you have to follow the subdivision ordinance. He stated that if it complies with the subdivision ordinance and is not detrimental to the safety and welfare of the citizens the recommendation should be approved but you will have more detailed information per your subdivision process at a later date. He stated that in the past developers have come in during the zoning request and assured the Council what their future plans were and those plans have changed due to conditions on the land. They start moving land and realize easements will not work in this area so the plans change. Councilman Leonard stated that he would like to have these sketches prior to the Public Hearing and he would like to hear from the public sooner rather than later. Councilwoman Maurer stated she would like more information from the developer. She asked if the rezoning is approved to multifamily based on the sketches the developer has provided, can they change the plan once it has been rezoned. The Manager stated that they will be required to meet our minimum and that is all we can hold them to. Councilman Fogle stated that once the rezoning has been approved that is all the Council can do and there is no changing it. The Manager stated that once the rezoning is approved the developer would have the legal right to develop anything in those zoning

districts that are permitted by the Town's ordinance. He stated once the rezoning is approved the developer would provide a subdivision plat and if that plat meets the Town's requirements we do not have the authority to deny that plat, and if the Council does, it will probably end up in court. He stated the Council has a lot more discretion at the rezoning approval than the Council will have at the subdivision plat approval. Councilman Van Slyke stated that he thinks it is important to be able to see the specific type of structures the developer is proposing. The Manager stated that there is not any guarantee but they will have to meet the minimum requirements of the subdivision ordinance. The Manager stated that it is standard procedure across the country that the developer and the homebuilder are two separate entities. He stated that when the homebuilder applies for a building permit the Town could exercise some control over what the Town has control over, but the style of the home is not one them. Councilman Fogle stated that he feels the Council should plan for the worst-case scenario and if the worst case scenario is unacceptable after the Public Hearing then he doesn't think the Council should approve the rezoning. Councilman Sheffield stated that once the rezoning has been approved there is no changing it. He stated he would like to hold the Public Hearing on July 28. Councilman Leonard asked if there was any liability if the Town did not approve the rezoning and did not offer a legitimate, valid reason, other than the Council just does not want it. The Town Attorney stated the Council has a lot of discretion on rezoning it, it just has to be a reasonable reason, typically the land in and around it is one of the best reasons for denial or to allow rezoning. Councilman Leonard stated he felt that if the developer relocated the multifamily to a different location that would make it more acceptable. Councilman Sheffield stated that at the Planning Board meeting the developer was asked if the rezoning was not approved would the developer still be interested in the property and they essentially stated no. Councilman Leonard stated that it appears to him that the opposition and concern of the multifamily homes is the location of those more so than the fact they are multifamily homes. He stated that there are currently several areas in the Town of River Bend that are single family and multifamily homes. The Manager stated that the developer is not requesting anything that is not already in the Town. He stated that if the Council scheduled the Public Hearing for July 28th it would be completing the step that is statutorily required. He stated that the Council could have other meetings after that with the developer to answer any questions the Council has if the Council wished. Councilman Fogle asked when that meeting could take place and the Manager stated anytime the Council approves. Councilman Fogle asked why hasn't this meeting taken place before now and the Manager stated that this is the first time the recommendation has come before the Council. Councilman Fogle stated that the Council has known about it for a while now and the Manager stated that the Council has known about the possibility of the development and could not have seen plans on a project until the Planning Board made their recommendation and now they have.

VOTE – Rezoning 403 Old Pollocksville Road Public Hearing Date

Councilman Sheffield motioned to schedule a Public Hearing on the rezoning of 403 Old Pollocksville Road on July 28 at 6:00 p.m. at Town Hall. The motion carried unanimously.

DISCUSSION – Planning Board Recommendation on Special Use Permit

The Manager stated that the Planning Board met on June 2, 2022 and made a favorable recommendation with no conditions to the Board of Adjustment for the Special Use Permit for the construction of a new Public Works Administration Building. The Board of Adjustment will be meeting on June 28 at 6:00 p.m. at Town Hall to conduct a quasi-judicial evidentiary hearing on the Special Use Permit submitted by the Town of River Bend.

DISCUSSION – Planning Board Recommendation on Short-term Rentals

The Manager stated that the Planning Board met on June 2, 2022 and directed the staff to develop a local ordinance that would prohibit short-term rentals as a permitted use in River Bend. Councilman Leonard asked if the current ordinance has language regarding short-term rentals and the Manager stated that our current ordinance language prohibits them but needs to be amended for more clarity. Councilman Leonard stated he is concerned with enforcement of the ordinance and the Manager agreed that it would be very difficult to enforce.

VOTE- Statewide Mutual Aid Agreement

Councilman Fogle moved to approve the Statewide Mutual Aid Agreement as presented. The motion passed unanimously. (see attached)

DISCUSSION – Advisory Board Appointments

The Manager stated that a list of all advisory board members was included in the agenda package and the terms that expire on June 30 are highlighted. He asked the liaisons to state who wished to be reappointed.

Councilman Leonard stated that the Environmental Waterways Advisory Board has four positions available for reappointment. Patty Leonard, James Stevens, Raymond Jaklitsch and Mary Holihan all agree to be reappointed with Paige Ackiss serving as chair..

Councilwoman Maurer stated that the Community Appearance Commission has two positions available for reappointment. Brenda Hall and Meg Williams agree to be reappointed.

Councilwoman Maurer stated that the Parks and Recreation Advisory Board has three positions available for reappointment. Mary Dwyer and Pat Lineback agree to be reappointed and Ellen Serra does not.

Councilman Sheffield stated that the Planning Board has three positions available for reappointment. Robert Kohn, Egon Lippert and Linda Cummings all agree to be reappointed.

Councilman Sheffield stated that the Board of Adjustment has three positions available for reappointment. Cinda Hill and Paige Ackiss agree to be reappointed and Helmut Weisser does not. Councilman Sheffield stated that Jon Hall is an alternate Town appointed member and should be moved to a full-time member creating a vacancy for the alternate member.

DISCUSSION – Advisory Board Ordinance Amendment

Councilwoman Maurer stated that she would like the Advisory Board Ordinance to be consistent with 10 days to submit draft minutes and final minutes; currently it states 5 days for draft minutes and 10 days for final minutes to be submitted to the Town Clerk.

VOTE – Advisory Board Ordinance Amendment

Councilwoman Maurer motioned to approve the suggested changes to the Advisory Board Ordinance Amendment as presented. The motion carried unanimously.

REVIEW AGENDA FOR THE JUNE 16, 2022 COUNCIL MEETING

The Council reviewed the agenda for the June 16, 2022 Council meeting.

CLOSED SESSION

Councilman Leonard moved to go into a Closed Session under NCSG §143-318.11(a)(3)(6). The Council entered Closed Session at 5:52 p.m.

OPEN SESSION

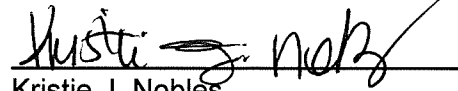
Councilman Leonard moved to return to Open Session at 6:43 p.m. The motion carried unanimously.

VOTE – Letter of Appreciation

Councilman Sheffield motioned to draft a letter of appreciation to Chief Joll for a job well done. The motion carried unanimously.

ADJOURNMENT/RECESS

There being no further business, Councilman Sheffield moved to adjourn. The motion carried unanimously. The meeting adjourned at 6:45 p.m.



Kristie J. Nobles
Town Clerk



NORTH CAROLINA STATEWIDE EMERGENCY MANAGEMENT MUTUAL AID AND ASSISTANCE AGREEMENT REVISION -2021

FOR THE TOWN OF RIVER BEND

THIS AGREEMENT IS ENTERED INTO BETWEEN THE NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY, AND ITS DIVISION OF EMERGENCY MANAGEMENT OF THE STATE OF NORTH CAROLINA AND BY EACH OF THE ENTITIES THAT EXECUTES AND ADOPTS THE UNDERSTANDINGS, COMMITMENTS, TERMS, AND CONDITIONS CONTAINED HEREIN:

WHEREAS, the State of North Carolina is geographically vulnerable to a variety of natural disasters;

WHEREAS, Chapter 166A of the North Carolina General Statutes, entitled the North Carolina Emergency Management Act, recognizes this vulnerability and provides that its intended purposes are to:

1. Reduce vulnerability of people and property of this State to damage, injury, and loss of life and property;
2. Prepare for prompt and efficient rescue, care, and treatment of threatened or affected persons;
3. Provide for the rapid and orderly rehabilitation of persons and restoration of property;
4. Provide for cooperation and coordination of activities relating to emergency and disaster mitigation, preparedness, response, and recovery;

WHEREAS, in addition to the State, the Federal Emergency Management Agency (FEMA) has recognized the importance of the concept of coordination between the State and local governments;

WHEREAS, under Chapter 166A and other chapters of the North Carolina General Statutes, entities entering into mutual aid and assistance agreements may include provisions for the furnishing and exchanging of supplies, equipment, facilities, personnel and services; and

WHEREAS, the entities which have chosen to become signatories to this Agreement wish to provide mutual aid and assistance amongst one another at the appropriate times;

THEREFORE, pursuant to G.S. 166A-19.72, these entities agree to enter into this Agreement for reciprocal emergency management aid and assistance, with this Agreement embodying the understandings, commitments, terms, and conditions for said aid and assistance, as follows:

NORTH CAROLINA STATEWIDE EMERGENCY MANAGEMENT MUTUAL AID AND ASSISTANCE
AGREEMENT REVISION 2021

SECTION I. DEFINITIONS

"Agreement" means this document, the North Carolina Statewide Emergency Management Mutual Aid and Assistance Agreement.

"Aid and assistance" includes personnel, equipment, facilities, services, and supplies.

"Authorized Representative" means a party's employee who has been authorized, in writing by that party, to request, to offer, or to otherwise provide assistance under the terms of this Agreement. The list of Authorized Representatives for each party executing this Agreement shall be attached to the executed copy of this Agreement. (In the event of a change in personnel, unless otherwise notified, the presumption will be that the successor to that position will be the authorized representative.)

"Disaster declaration" means a gubernatorial declaration that the impact or anticipated impact of an emergency constitutes a Type I, II, III disaster as defined in G.S. 166A-19.21(b)

"Emergency" means an occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or man-made accidental, military, paramilitary, terrorism, weather-related, public health, explosion-related, riot-related cause, or technological failure or accident, including, but not limited to, a cyber incident, an explosion, a transportation accident, a radiological accident, or a chemical or other hazardous material incident.

"Emergency Area" The geographical area covered by a state of emergency.

"Local Agency" means a county agency charged with coordination of all emergency management activities for its geographical limits pursuant to G.S. 166A-19.15.

"Party" means a governmental entity which has adopted and executed this Agreement.

"Provider" means the party which has received a request to furnish aid and assistance from another party in need (the "Recipient").

"Recipient" means the party setting forth a request for aid and assistance to another party (the "Provider").

SECTION II. INITIAL RECOGNITION OF PRINCIPLE BY ALL PARTIES; AGREEMENT PROVIDES NO RIGHT OF ACTION FOR THIRD PARTIES

As this is a reciprocal contract, it is recognized that any party to this Agreement may be requested by another party to be a Provider. It is mutually understood that each party's foremost responsibility is to its own citizens. The provisions of this Agreement shall not be construed to impose an unconditional obligation on any party to this Agreement to provide aid and assistance pursuant to a request from another party. Accordingly, when aid and assistance have been requested, a party may in good faith withhold the resources necessary to provide reasonable and adequate protection for its own community, by deeming itself unavailable to respond and so informing the party setting forth the request.

NORTH CAROLINA STATEWIDE EMERGENCY MANAGEMENT MUTUAL AID AND ASSISTANCE
AGREEMENT REVISION 2021

Given the finite resources of any jurisdiction and the potential for each party to be unavailable for aid and assistance at a given point in time, the parties mutually encourage each other to enlist other entities in mutual aid and assistance efforts and to enter into such agreements accordingly. Concomitantly, the parties fully recognize that there is a highly meritorious reason for entering into this Agreement, and accordingly shall attempt to render assistance in accordance with the terms of this Agreement to the fullest extent possible.

Pursuant to G.S. 166A-19.60 and as elaborated upon in Section X of this Agreement, all functions and activities performed under this Agreement are hereby declared to be governmental functions. Functions and activities performed under this Agreement are carried out for the benefit of the general public and not for the benefit of any specific individual or individuals. Accordingly, this Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third parties or persons and no third parties or persons shall have any right of action under this Agreement for any cause whatsoever. All immunities provided by law shall be fully applicable as elaborated upon in Section X of this Agreement.

SECTION III. PROCEDURES FOR REQUESTING ASSISTANCE

Mutual aid and assistance shall not be requested unless the resources available within the stricken area are deemed inadequate by Recipient. When Recipient becomes affected by a emergency and deems its resources inadequate, it may request mutual aid and assistance by communicating the request to Provider, indicating the request is made pursuant to this Agreement. The request shall be followed as soon as practicable by a written confirmation of that request, including the transmission of a proclamation of local state of emergency under G.S. 166A-19.22, and a completed form describing recipient's projected needs in light of the emergency. All requests for mutual aid and assistance shall be transmitted by the party's *Authorized Representative* or to the *Coordinator of the Local Agency* as set forth below.

A. METHOD OF REQUEST FOR MUTUAL AID AND ASSISTANCE: Recipient shall set forth requests as follows:

(i) **REQUESTS ROUTED THROUGH THE RECIPIENT'S LOCAL AGENCY:** Recipient may directly contact the Local Agency, in which case it shall provide the Local Agency with the information in paragraph B of this Section (Section III). The Local Agency shall then contact other parties on behalf of Recipient to coordinate the provision of mutual aid and assistance. Recipient shall be responsible for the costs and expenses incurred by any Provider in providing aid and assistance pursuant to Section VII of this Agreement.

(ii) **REQUESTS MADE DIRECTLY TO PROVIDER:** Recipient may directly contact Provider's authorized representative, setting forth the information in paragraph B of this Section (Section III). All communications shall be conducted directly between Recipient and Provider. Recipient shall be responsible for the costs and expenses incurred by any Provider in providing aid and assistance pursuant to the provisions of this Agreement as noted in Section VII of this Agreement. Provider and Recipient shall be responsible for keeping Local Agencies advised of the status of response activities, in a timely manner.

NORTH CAROLINA STATEWIDE EMERGENCY MANAGEMENT MUTUAL AID AND ASSISTANCE
AGREEMENT REVISION 2021

(iii) **RECORD OF REQUESTS TO BE PROVIDED:** A record of the request for assistance shall be provided by the Recipient to the Director of the Division of Emergency Management in the NC Department of Public Safety, in a timely manner.

B. REQUIRED INFORMATION: Each request for assistance shall include the following information, in writing or by any other available means, to the extent known:

1. **Emergency Area and Status:** A general description summarizing the condition of the community or emergency area (i.e., whether the emergency and/or disaster declaration is imminent, in progress, or has already occurred) and of the damage sustained to date;
2. **Services:** Identification of the service function(s) for which assistance is needed and the particular type of assistance needed;
3. **Infrastructure Systems:** Identification of the type(s) of public infrastructure system for which assistance is needed (water and sewer, storm water systems, streets) and the type of work assistance needed;
4. **Aid and Assistance:** The amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time they will be needed;
5. **Provider's Traveling Employee Needs--**Unless otherwise specified by Recipient, it is mutually understood that Recipient will provide for the basic needs of Provider's traveling employees. Recipient shall pay for all reasonable out-of-pocket costs and expenses of Provider's traveling employees, including, without limitation, transportation expenses for travel to and from the stricken area. Further, Recipient shall house and feed Provider's traveling employees at its (Recipient's) sole cost and expense. If Recipient cannot provide such food and/or housing at the emergency area, Recipient shall specify in its request for assistance that the Provider's traveling employees be self-sufficient.
6. **Facilities:** The need for sites, structures, or buildings outside Recipient's geographical limits to serve as relief centers or staging areas for incoming emergency goods and services; and
7. **Meeting Time and Place:** An estimated time and a specific place for a representative of Recipient to meet the personnel and resources of any Provider.

C. STATE AND FEDERAL ASSISTANCE: Recipient shall be responsible for coordinating requests for state or federal assistance with its (Recipient's) Local Agency.

SECTION IV. PROVIDER'S ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER ASSISTANCE

When contacted by the Recipient/Local Agency, Provider's authorized representative shall assess Provider's own local situation in order to determine available personnel, equipment, and other resources. If Provider's authorized representative determines that Provider has available resources, Provider's authorized representative shall so notify the

NORTH CAROLINA STATEWIDE EMERGENCY MANAGEMENT MUTUAL AID AND ASSISTANCE
AGREEMENT REVISION 2021

Recipient/Local Agency (whichever communicated the request). Provider shall complete a written acknowledgment, whether on the request form received from Recipient or on another form, regarding the assistance to be rendered (or a rejection of the request) and shall transmit it by the most efficient practical means to the Recipient/Local Agency for a final response. Provider's acknowledgment shall contain the following information:

1. In response to the items contained in the request, a description of the personnel, equipment, and other resources available;
2. The projected length of time such personnel, equipment, and other resources will be available to serve Recipient, particularly if the period is projected to be shorter than one week (as provided in the "Length of Time for Aid and Assistance" section [Section VI] of this Agreement.)
3. The estimated time when the assistance provided will arrive at the location designated by the Authorized Representative of the Requesting Party; and
4. The name of the person(s) to be designated as Provider's supervisor (pursuant to the "Supervision and Control" section [Section V] of this Agreement.)

Where a request has been submitted to the Local Agency, the Local Agency shall notify Recipient's authorized representative and forward the information from Provider. The Recipient/Local Agency shall respond to Provider's written acknowledgment by signing and returning a copy of the form to Provider by the most efficient practical means, maintaining a copy for its file.

SECTION V. SUPERVISION AND CONTROL

Provider shall designate one of its employees sent to render aid and assistance to Recipient as a supervisor. As soon as practicable, Recipient shall assign work tasks to Provider's supervisor, and unless specifically instructed otherwise, Recipient shall have the responsibility for coordinating communications between Provider's supervisor and Recipient. Recipient shall provide necessary credentials to Provider's personnel authorizing them to operate on behalf of Recipient.

Based upon such assignments from the Recipient, Provider's supervisor shall:

1. Have the authority to assign work and establish work schedules for Provider's personnel. Further, supervisor shall retain direct supervision and control of Provider's personnel, equipment, and other resources. Provider should be prepared to furnish communications equipment sufficient to maintain communications among its respective operating units, and if this is not possible, Provider shall notify Recipient accordingly;
2. Maintain daily personnel time records, material records, and a log of equipment hours;
3. Report work progress to Recipient at mutually agreed upon intervals.

SECTION VI. LENGTH OF TIME FOR AID AND ASSISTANCE; RENEWABILITY; RECALL

NORTH CAROLINA STATEWIDE EMERGENCY MANAGEMENT MUTUAL AID AND ASSISTANCE
AGREEMENT REVISION 2021

Unless otherwise provided, the duration of Provider's assistance shall be for an initial period of seven days, starting from the time of arrival. Thereafter, assistance may be extended in daily or weekly increments as the situation warrants, for a period agreed upon by the authorized representatives of Provider and Recipient.

As noted in Section II of this Agreement, Provider's personnel, equipment, and other resources shall remain subject to recall by Provider to provide for its own citizens if circumstances so warrant. Provider shall make a good faith effort to provide at least twenty-four (24) hours advance notification to Recipient of Provider's intent to terminate mission, unless such notice is not practicable, in which case as much notice as is reasonable under the circumstances shall be provided.

SECTION VII. REIMBURSEMENTS

Except as otherwise provided below, it is understood that Recipient shall pay to Provider all documented costs and expenses incurred by Provider as a result of extending aid and assistance to Recipient. The terms and conditions governing reimbursement for any assistance provided under this Agreement shall be in accordance with the following provisions, unless otherwise agreed in writing by Recipient and Provider. Recipient shall be ultimately responsible for reimbursement of all eligible expenses.

A. Personnel-- During the period of assistance, Provider shall continue to pay its employees according to its then prevailing ordinances, rules, and regulations. Recipient shall reimburse Provider for all direct and indirect payroll costs and expenses including travel expenses incurred during the period of assistance, including, but not limited to, employee retirement benefits as provided by Generally Accepted Accounting Principles (GAAP). However, as stated in Section IX of this Agreement, Recipient shall not be responsible for reimbursing any amounts paid or due as benefits to Provider's personnel under the terms of the North Carolina Workers' Compensation Act (Chapter 97 of the North Carolina General Statutes).

Equipment-- Recipient shall reimburse the Providers for the use of equipment during the period of assistance according to either a pre-established local or state hourly rate or according to the actual replacement, operation, and maintenance expenses incurred. For those instances in which costs are reimbursed by the Federal Emergency Management Agency (FEMA), the FEMA-eligible direct costs shall be determined in accordance with general policies for determining allowable costs which are established in 2 CFR 200, subpart E. Exceptions to those policies as allowed in 2 CFR 200, subpart E and 2 CFR 200.102 are explained in 44 C.F.R. 206.228. Provider shall pay for all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition.

At the request of Provider, fuels, miscellaneous supplies, and minor repairs may be provided by Recipient, if practical. The total equipment charges to Recipient shall be reduced by the total value of the fuels, supplies, and repairs furnished by Recipient and by the amount of any insurance proceeds received by Provider.

B. Materials And Supplies—Recipient shall reimburse Provider for all materials and supplies furnished and that are used or damaged by Recipient during the period of assistance, except for the costs of equipment, fuel and maintenance materials, labor, and

NORTH CAROLINA STATEWIDE EMERGENCY MANAGEMENT MUTUAL AID AND ASSISTANCE
AGREEMENT REVISION ²⁰²¹

supplies, which shall be included in the equipment rate established in subsection B of this section (Section VII), Recipient will not be responsible for costs where such damage is caused by gross negligence, willful and wanton misconduct, intentional misuse, or recklessness of Provider's personnel. Provider's personnel shall use reasonable care under the circumstances in the operation and control of all materials and supplies used during the period of assistance. The measure of reimbursement shall be determined in accordance with general policies for determining allowable costs which are established in 2 CFR 200, subpart E. Exceptions to those policies as allowed in 2 CFR 200, subpart E and 2 CFR 200.102 are explained in 44 C.F.R. 206.228. In the alternative, the parties may agree that Recipient will replace, with like kind and quality as determined by Provider, Provider's materials and supplies used or damaged in a reasonable time. If such an agreement is made, it shall be reduced to writing and transmitted to the North Carolina Division of Emergency Management.

C. Record Keeping-- Recipient and North Carolina Division of Emergency Management personnel shall provide information, directions, and assistance for record-keeping to Provider's personnel. Provider shall maintain records and submit invoices for reimbursement by Recipient or the North Carolina Division of Emergency Management using the format used or required by FEMA publications, 2 C.F.R. Part 200 and applicable Office of Management and Budget (OMB) Circulars.

D. Payment; Other Miscellaneous Matters as to Reimbursements-- The reimbursable costs and expenses with an itemized notice shall be forwarded as soon as practicable after the costs and expenses are incurred, but not later than sixty (60) days following the period of assistance, unless the deadline for identifying damage is extended in accordance with 44 C.F.R. part 206. Recipient shall pay the bill or advise of any disputed items, not later than sixty (60) days following the billing date. These time frames may be modified in writing signed by both parties by mutual agreement. This shall not preclude Provider or Recipient from assuming or donating, in whole or in part, the costs and expenses associated with any loss, damage, or use of personnel, equipment, and resources provided to Recipient.

E. Contracting – If recipient or provider contracts with a third party to perform any aid or assistance under the provisions of this agreement, then the entity shall follow any applicable local, state, or federal contracting requirements.

SECTION VIII. RIGHTS AND PRIVILEGED OF PROVIDER'S EMPLOYEES

Pursuant to G.S. 166A-19.60 whenever Provider's employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographical limits of Provider.

SECTION IX. PROVIDER'S EMPLOYEES COVERED AT ALL TIMES BY PROVIDER'S WORKER'S COMPENSATION POLICY

Recipient shall not be responsible for reimbursing any amounts paid or due as benefits to Provider's employees under the terms of the North Carolina Workers' Compensation Act, Chapter 97 of the General Statutes, due to personal injury or death occurring during the period of time such employees are engaged in the rendering of aid and assistance under this Agreement. It is mutually understood that Recipient and Provider shall be responsible for payment of such workers' compensation benefits only to their own respective

NORTH CAROLINA STATEWIDE EMERGENCY MANAGEMENT MUTUAL AID AND ASSISTANCE
AGREEMENT REVISION 2021

employees. Further, it is mutually understood that Provider will be entirely responsible for the payment of workers' compensation benefits to its own respective employees pursuant to G.S. 97-51.

SECTION X. IMMUNITY

Pursuant to G.S. 166A-19.60 all activities performed under this Agreement are hereby declared to be governmental functions. Neither the parties to this Agreement, nor, except in cases of willful misconduct, gross negligence, or bad faith, their personnel complying with or reasonably attempting to comply with this Agreement or any ordinance, order, rule, or regulation enacted or promulgated pursuant to the provisions of this Agreement shall be liable for the death of or injury to persons or for damage to property as a result of any such activity.

SECTION XI. PARTIES MUTUALLY AGREE TO HOLD EACH OTHER HARMLESS FROM LIABILITY

To the extent allowed by applicable law, each party (as indemnitor) agrees to protect, defend, indemnify, and hold the other party (as indemnitee), and its officers, employees and agents, free and harmless from and against any and all losses, penalties, damages, assessments, costs, charges, professional fees, and other expenses or liabilities of every kind and arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of indemnitor's negligent acts, errors and/or omissions. Indemnitor further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc. at indemnitor's sole expense and agrees to bear all other costs and expenses related thereto. To the extent that immunity does not apply, each party shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. Each party understands and agrees that any insurance protection obtained shall in no way limit the responsibility to indemnify, keep, and save harmless the other parties to this Agreement. Notwithstanding the foregoing, to the extent that each party does not purchase insurance, it shall not be deemed to have waived its governmental immunity by law.

SECTION XII. ROLE OF THE DIVISION OF EMERGENCY MANAGEMENT

Pursuant to GS 166A-19.12(19) and under this agreement, the responsibilities of the North Carolina Division of Emergency Management are: (1) to serve as the central depository for executed Agreements, to maintain a current listing of entities with their authorized representatives and contact information, and to provide this listing to each of the entities on an annual basis; (2) to coordinate the provision of mutual aid and assistance to a requesting party, pursuant to the provisions of this Agreement; (3) to keep a record of all requests for assistance and acknowledgments; (4) to report on the status of ongoing emergency or disaster-related mutual aid and assistance as appropriate; and (5) if the parties so designate, to serve as the eligible entity for requesting reimbursement of eligible costs from FEMA and provide information, directions, and assistance for record keeping pursuant thereto.

SECTION XIII. AMENDMENTS

Manner-- This Agreement may be modified at any time upon the mutual written consent of

NORTH CAROLINA STATEWIDE EMERGENCY MANAGEMENT MUTUAL AID AND ASSISTANCE
AGREEMENT REVISION 2021

the Recipient and Provider.

Addition of Other Entities--Additional entities may become parties to this Agreement upon: (1) acceptance and execution of this Agreement; and (2) sending an executed copy of the Agreement to the North Carolina Division of Emergency Management.

SECTION XIV. INITIAL DURATION OF AGREEMENT; RENEWAL; TERMINATION

This Agreement shall be binding for not less than one (1) year from its effective date, unless terminated upon at least sixty (60) days advance written notice by a party as set forth below. Thereafter, this Agreement shall continue to be binding upon the parties in subsequent years, unless canceled by written notification served personally or by registered mail upon the Director of North Carolina Division of Emergency Management, which shall provide copies to all other parties. The withdrawal shall not be effective until sixty (60) days after notice thereof has been sent by the Director of the North Carolina Division of Emergency Management to all other parties. A party's withdrawal from this Agreement shall not affect a party's reimbursement obligations or any other liability or obligation under the terms of this Agreement incurred prior to withdrawal hereunder. Once the withdrawal is effective, the withdrawing entity shall no longer be a party to this Agreement, but this Agreement shall continue to exist among the remaining parties.

SECTION XV. HEADINGS

The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement.

SECTION XVI. SEVERABILITY: EFFECT ON OTHER AGREEMENTS

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been so declared invalid. Accordingly, it is the intention of the parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

In the event that parties to this Agreement have entered into other mutual aid and assistance contracts, for example pursuant to Chapter 160A of the North Carolina General Statutes, those parties agree that to the extent a request for mutual assistance is made pursuant to this Agreement, those other mutual aid and assistance contracts are superseded by this Agreement.

SECTION XVII. EFFECTIVE DATE

This Agreement shall take effect upon its approval by the entity seeking to become a signatory to this Agreement and upon proper execution hereof.

NORTH CAROLINA STATEWIDE EMERGENCY MANAGEMENT MUTUAL AID AND ASSISTANCE
AGREEMENT REVISION 2021

IN WITNESS WHEREOF, each of the parties have caused this North Carolina Statewide Emergency Management Mutual Aid and Assistance Agreement to be duly executed in its name and behalf by its Chief Executive Officer, who has signed accordingly with seals affixed and attested with concurrence of a majority of its governing board, as of the date set forth in this Agreement.

DIVISION OF EMERGENCY MANAGEMENT
DEPARTMENT OF PUBLIC SAFETY

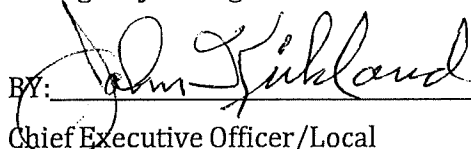
BY:

Eddie M. Buffaloe, Jr.
Secretary Department of
Public Safety Date:

BY:

William C. Ray, Director Division of
Emergency Management Date:

BY:


Chief Executive Officer/Local

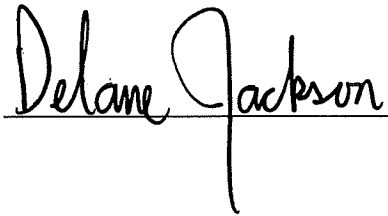
Government Name: John Kirkland

Title: Mayor

Name of Unit: Town of River Bend

Date: 6-22-22

WITNESS:



APPROVED AS TO PROCEDURES:

BY:

Office of General Counsel
Department of Public Safety
Date:



LIST OF AUTHORIZED REPRESENTATIVES TO CONTACT FOR EMERGENCY ASSISTANCE

FOR THE: TOWN OF RIVER BEND

MAILING ADDRESS:

45 Shoreline Drive

River Bend NC 28562

DATE: June 9, 2022

PRIMARY REPRESENTATIVE

NAME: Delane Jackson

TITLE: Town Manager

DAY PHONE: 252-638-3870 ext 213

NIGHT PHONE: 910-872-3882

CELL PHONE: 910-872-3882

FAX: 252-638-2580

FIRST ALTERNATE REPRESENTATIVE

NAME: Brandon Mills

TITLE: Public Works Director

DAY PHONE: 252-638-3870 ext 206

NIGHT PHONE: 252-617-2893

CELL PHONE: 252-617-2893

FAX: 252-638-2580

SECOND ALTERNATE REPRESENTATIVE

NAME: Sean Joll

TITLE: Police Chief

DAY PHONE: 252-638-3870 ext 209

NIGHT PHONE: 252-838-2195

CELL PHONE: 252-838-2195

FAX: 252-638-2580