

**River Bend Town Council
Regular Meeting Minutes
August 19, 2021
River Bend Town Hall
7:00 P.M.**

Present Council Members: Mayor John Kirkland
Buddy Sheffield
Brian Leonard
Barbara Maurer
Irving Van Slyke

Absent Council Member: Don Fogle

Town Manager: Delane Jackson
Town Clerk: Kristie Nobles
Town Attorney: Ross Hardeman
Finance Assistant: Mandy Gilbert
Police Chief: Sean Joll

CALL TO ORDER

Mayor Kirkland called the meeting to order at 7:00 p.m. on Thursday, August 19, 2021 in the Town Hall Meeting Room with a quorum present.

CONSENT AGENDA

The Mayor presented the Council with the Consent Agenda. Councilman Sheffield **moved to approve the Consent Agenda as presented.** The motion carried unanimously. Within this motion the following items were approved:

- A. Approve
Minutes of the July 15, 2021 Regular Meeting

TOWN MANAGER'S REPORT

The Manager stated that the Finance Assistant, Mandy Gilbert was present and stated that she has accepted the position of Finance Director due to the retirement of Margaret Theis.

The Manager stated that he met with The Walker Group to discuss the fee proposal for the ARPA project for construction of a new Public Works building. He stated he expects to receive the fee proposal by Friday.

The Manager stated that he has been communicating with the engineers regarding the BRIC Grant Program to construct a road through the Northwest Quadrant. He stated he has received some preliminary cost estimates and is completing the letter of intent to apply to be submitted by October 1, 2021.

ADMINISTRATIVE REPORTS

FINANCE – COUNCILMAN VAN SLYKE, JR.

Financial Report – Town Manager Jackson told the Council that the total of the General Fund Cash Balances as of July 31, 2021 are \$3,743,539 and Ad valorem tax collections for FY21-22 were \$3,280 and Vehicle Ad valorem tax collections were \$6,616.

Vote – Budget Amendment 21-B-01 – Councilman Van Slyke motioned to approve Budget Amendment 21-B-01 as presented. The motion carried unanimously.

Vote – Asset Inventory and Assessment Grant Applications (2) Agreement – Councilman Van Slyke motioned to approve the Asset Inventory and Assessment Grant Applications (2) Agreement as presented. The motion carried unanimously.

ENVIRONMENTAL AND WATERWAYS ADVISORY BOARD – COUNCILMAN LEONARD

Councilman Leonard stated that the **EWAB** meeting 7 PM August 2, 2021, large meeting room in Municipal building. Chairman Jim Stevens called the meeting to order at 7 PM. Members present in addition to Chairman Stevens, Patty Leonard, Ray Jaklitsch, Karl Lichty and Paige Ackiss. There were no visitors. Councilman Leonard gave a summary of council activities. **Old business:** Canal depth survey; ongoing discussions. Bulkhead survey, Councilman Leonard to follow up with Town Manager. **New Business:** There was no new business. The September 6, 2021, EWAB meeting is canceled due to the Labor Day holiday. Next meeting will be on October 4, 2021, at 7 PM in the large meeting room in the Municipal building. The public is welcome to attend. Chairman Stevens adjourned the meeting at 7:20 PM

Discussion – Building Use Policy – Councilman Leonard presented the Building Use Policy that has been reviewed and discussed at previous Council meetings.

Vote – Building Use Policy – Councilman Leonard motioned to approve the Building Use Policy as presented. The motion carried unanimously. (see attached)

PUBLIC SAFETY – COUNCILMAN SHEFFIELD FOR COUNCILMAN FOGLE

Councilman Sheffield stated that CERT and Community Watch did not meet in July. CERT is scheduled to meet on August 25, 2021 at 7:00 p.m. at the Municipal Building.

Discussion – Title VI Policy – Councilman Sheffield presented the Title VI Policy to prohibit discrimination in programs, services and in activities receiving federal financial assistance for the Town of River Bend. This policy had been discussed and reviewed at previous Council meetings.

VOTE – Title VI Policy

Councilman Sheffield motioned to approve the Title VI policy as presented. The motion carried unanimously. (see attached)

Discussion – Mutual Aid Agreement – Councilman Sheffield presented the Statewide Mutual Aid Agreement.

VOTE – Mutual Aid Agreement

Councilman Sheffield motioned to approve the Statewide Mutual Aid Agreement as presented. The motion carried unanimously. (see attached)

PARKS & RECREATION/CAC – COUNCILWOMAN MAURER

Parks & Recreation - P&R met on August 4th. The previous vacancy was filled when the Council voted to appoint Ellen Serra. She will be heading an effort to review the use of all our parks resources and to identify equipment and other items that may be recommended for future purchase. Activities will restart in the fall. The first activity is Bunco on September 23. Information will be posted on the town website and published in River Bend ENews. Mark your calendars. River Bend Community Yard Sale Day is scheduled for Saturday, October 23 from 7 am to 3 pm. Information on how to sign up to be placed on the map will be posted later. Saturday, October 30

is the date for the annual Trunk or Treat event. The next scheduled meeting is Wed. September 1 at 7pm.

CAC – Community Appearance Commission - The CAC did not meet in July. The next meeting is scheduled for Wednesday, September 15. There are three vacancies. One applicant withdrew when she realized it would conflict with her full-time work schedule. If you are interested in joining this board, you can obtain an application from the Town Clerk.

RBCOG – River Bend Community Organic Garden - Gardeners are laboring through the heat to tend and harvest several varieties of vegetables and herbs. The garden pledges ten percent of its harvest to a charitable group. Donations have resumed at Interfaith Refugee Ministries. The butterfly habitat is currently housing swallowtail chrysalises and several butterflies have been released. Several members of the Green Team voluntarily attend regularly scheduled sessions. The beehive is doing well. Visitors are always welcome at the garden or at the reconvened monthly meetings of garden volunteers, which are scheduled for the first Monday of each month at 1:30 pm in the Municipal building.

Red Caboose Library - The board met on August 5. They reviewed a draft of contacts to be used for publicizing library events. Inventory of all books and other materials will begin this month. When complete, an updated list will be posted on the town website. The Library Volunteer Appreciation Luncheon may have to be postponed due to the recent upsurge in COVID.

PUBLIC WORKS AND WATER RESOURCES – MAYOR KIRKLAND

The Mayor stated that on August 12, 2021 at the last Council meeting, the Council voted to dissolve the Public Works Advisory Board. He stated that if there is a need for the board in the future, the board could be reactivated. He also expressed his gratitude to everyone who has contributed to the board over the years.

MAYOR'S REPORT

The management of stormwater in River Bend has been a concern of the Town Council for at least the last 15 years. The town budgets at least \$30,000 for stormwater projects during the annual budget. The Council has recently made a change in the Stormwater Drainage Ordinance which had previously required the property owner to be responsible for the maintenance of drainage of swales along the street in front of their homes. The ordinance was revised and now states that this is now the town's responsibility. The drainage along the town streets that existed prior to 2005 was whatever the individual developers had left when homes were sold. Often the drainage pipes under driveways were placed at the grade that existed when the developer's contractor rolled the pipe onto the existing grade and built the driveway on top with no reference to water flow and the adjoining driveway drainage. (The physical principal of water flow is that it will always flow downhill.) Following Hurricane Florence the town received a grant of \$ 122,000 for improving storm water flow and opted to address problems in the Channel Run area since the problems on this street were the most severe. Phase I of this work was accomplished by contract and completed in the early summer of 2021. The recent heavy rains demonstrated the positive results of these improvements. Individual homeowners need to refrain from planting any plants other than normal lawn seed in the drainage swales. Any already existing plantings should be removed. If this prohibition is ignored the unauthorized plants will be removed by the town. The Council and the Town Staff request your understanding of the importance of maintaining good drainage on all streets in town and recognizing that the change in the Stormwater Drainage Ordinance will come at an increased cost and increased budget for this item. During the last budget workshops, the Council approved \$75,000 for the purchase of equipment to maintain the drainage system.


The Manager asked the Mayor to read a couple of important sentences in his report for those listening at home through CTV-10. The Mayor read the following from his report, "Individual homeowners need to refrain from planting any plants other than normal lawn seed in the drainage swales. Any already existing plantings should be removed."

PUBLIC COMMENT

No public comments at this time

ADJOURNMENT/RECESS

There being no further business, Councilman Sheffield **moved to adjourn.** The meeting adjourned at 7:39 p.m.



Kristie J. Nobles
Town Clerk

TOWN OF RIVER BEND BUILDING USE POLICY

As a service to the community, the town's meeting rooms may be made available on an equitable basis for the lawful activities of groups or individuals. Approval by the town to use its facilities does not constitute official endorsement of the event nor of the beliefs, viewpoints, policies or affiliation of its sponsors. The meeting rooms shall not be used for any purpose that is not a permitted use in the town's zoning regulations.

(I) WHO MAY USE THE MEETING ROOM/FACILITY. The town's meeting rooms may be reserved for activities by the following. These are examples and it is not an all-inclusive list.

- a. Individuals
- b. Groups officially affiliated with the Town of River Bend
- c. Other agencies that are affiliated with local, state or federal governments
- d. Legally established organizations, non-profits and civic groups such as Boy Scouts of America, Girl Scouts of the USA, Lions Club, Rotary Club, Shriners, etc.
- e. Private organizations such as home owners associations, political party organizations and other private groups

The person who signs the meeting room request form will be recognized as the sponsor of the event and shall be the person who is responsible for compliance with this policy.

(II) HOURS. The hours the Meeting Room may be used are:

| | |
|-----------------------|-------------------------|
| Monday through Friday | 8:30 a.m. to 10:00 p.m. |
| Saturday | 8:30 a.m. to 10:00 p.m. |
| Sunday | 11:00a.m.to 7:00 p.m. |

(III) RESERVATIONS. Requests for the use of the room must be submitted to the town during normal town office hours. Reservations are not official until confirmed by the town. Adult supervision and responsibility are required for events involving children/minors. The sponsor is required to notify the town immediately of any cancellations. Official meetings of the town government and its boards and commissions have first priority and take precedence over all other activities. Any conflict in scheduling shall be resolved in the town's favor. Non-town affiliated groups/individuals are prohibited from reserving the room/facility on a long-term basis, which is defined as: *more than once per week or any usage during more than twelve consecutive months*. All long-term reservations must be renewed each calendar year on a first-come basis.

- a. The town reserves the right to assign/change room reservations, based on the number of attendees at the function, when rooms are being used simultaneously.
- b. Use of the kitchen will be granted by reservation only. No town supplies may be used without permission.
- c. Rental fees are assessed per room. If you reserve multiple rooms, you are charged per room.
- d. The Municipal Building is the primary location for all meetings. The large meeting room in Town Hall is available for usage but only in very limited circumstances.

(IV) RESPONSIBILITIES OF THE SPONSOR. Activities must begin and end in a timely manner to allow for setup, cleanup and restoration of the room within the time allotted. The sponsor is responsible for setting up the room for the use for which it is intended and for cleaning and restoring it to its original configuration upon completion of the meeting. The sponsor assumes all responsibility for any damage caused to town's facilities and equipment during their usage of the facility. Any damage must be reported immediately to the town. If the meeting begins or ends outside of normal town office hours, the sponsor is responsible for arranging opening and closing, including locking the building once all participants have vacated the building. This can be done by notifying the police officer on duty by calling 252-638-1108.

(V) PROHIBITIONS.

- a. Smoking of any kind (tobacco or e-cigarettes)
- b. Open flames of any kind, except those specifically designed for and used to warm prepared food pans, such as those typically used by caterers
- c. Alcoholic beverages
- d. Cooking (does not include simply warming foods that are cooked elsewhere)
- e. Animals
- f. Any unlawful activity
- g. Painting

Events that include the serving of food/drinks are allowed. However, any foods that require cooking shall be cooked elsewhere prior to being used in the town's facilities. Activities that involve more than normal wear and tear on the meeting room facility, generate excessive noise or are disruptive to the conduct of town business may not be permitted.

(VI) RENTAL FEES.

- \$ 40.00 fee for room use up to four hours in a single day
- \$ 80.00 fee for room use more than four hours in a single day.
- \$ 20.00* fee for kitchen use

**Uses that are eligible for room use exemption are exempt from kitchen use fee*

a. Meetings organized by the Town of River Bend, its advisory boards, town-sponsored organizations or town authorized meetings of other local, state or federal governments are exempt from rental fees. Local chapters, that serve the Craven County area, of legally established organizations, non-profits, and civic groups such as Boys Scouts of America, Girls Scouts of the USA, Lions Club, Rotary Club, Shriners, etc. may also be exempted from rental fees. Groups such as these may be considered for exemption from the rental fees by requesting a waiver from the Town Manager, using the form provided by the Town.

b. In addition to the exemption examples stated in VI (a), any meeting/function/activity that is fully open to the public, allows full public participation and does not require an attendee to be a member of the group, pay an admission fee, own property to be eligible to participate or vote or assesses any type of participation/membership dues or fees may be eligible for exemption.

**RESOLUTION TO ADOPT A TITLE VI POLICY FOR THE TOWN OF RIVER BEND
TO PROHIBIT DISCRIMINATION IN PROGRAMS AND SERVICES AND IN
ACTIVITIES RECEIVING FEDERAL
FINANCIAL ASSISTANCE**

WHEREAS, in 1964, Congress enacted the Civil Rights Act of 1964, which included that section labeled Title VI which prohibits discrimination in any activity which is financed by federal funds or receives federal financial assistance; and

WHEREAS, since the adoption of Title VI, additional federal regulations and court decisions have further refined the definition of "federal financial assistance" and what entities are affected and controlled by Title VI; and

WHEREAS, the Town of River Bend has no formal policy in place for defining and preventing discrimination in the activities and for the entities Title VI affects; and

WHEREAS, the interpretation and application are not intuitive or readily understood, requiring an understanding of what "federal financial assistance" might be in any particular situation and what persons or entities must comply with Title VI; and

WHEREAS, a policy and procedure for reporting violations will provide guidelines for the Town, Town Departments and private persons and companies doing business with the Town and receiving federal financial assistance.

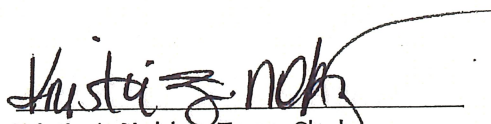
NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of River Bend that the attached "Title VI Policy" is hereby adopted as the official policy of the Town of River Bend for applying, reporting and enforcing Title VI of the Civil Rights Act of 1964.

IT IS FURTHER RESOLVED that the Town Manager is authorized to approve this policy on a yearly basis if no changes are made to it.

Adopted this the 19th day of August, 2021.


John Kirkland, Mayor

Attest:


Kristie J. Nobles, Town Clerk





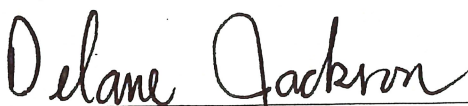
Title VI Nondiscrimination Policy Statement


It is the policy of the Town of River Bend to ensure that no person, shall, on the grounds of race, color, national origin, Limited English Proficiency, income-level, sex, sexual orientation, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any Town of River Bend program or activity, including, where applicable, religion, as provided by Title VI of the Civil Rights Act of 1964, United States Department of Transportation (DOT) Order 1050.2A, Title 49 Code of Federal Regulations (CFR) Part 21, the Civil Rights Restoration Act of 1987, and other pertinent nondiscrimination authorities.

The following practices are hereby prohibited throughout the Town of River Bend to comply, at a minimum, with Title VI and related requirements:

- Denying to an individual any standard service, financial aid, or other program benefit without good cause;
- Providing any service, financial aid, or other benefit to a person which is distinct in quantity or quality, or is provided in a different manner, from that provided to others under the program;
- Subjecting a person to segregation or separate treatment in any part of a program;
- Restrictions in the enjoyment of any advantages, privileges, or other benefits enjoyed by others;
- Methods of administration which, directly or through contractual relationships, would defeat or substantially impair the accomplishment of effective nondiscrimination;
- Different standards, criteria, or other requirements for admission, enrollment, or participation in planning, advisory, contractual or other integral activities;
- Acts of intimidation or retaliation, including threatening, coercing, or discrimination against any individual for the purpose of interfering with any right or privilege secured by any pertinent nondiscrimination law, or because s/he has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing;
- Discrimination in any employment resulting from a program, a primary objective of which is to provide employment.

To assure that appropriate program measures are implemented and monitored, I or my designee will serve as the Town of River Bend's Title VI Coordinator; 252-638-3870, manager@riverbendnc.org. As an expression of my commitment to and support of the Town's Title VI Nondiscrimination Program, below is my signature as the Town Manager of the Town of River Bend.


Delane Jackson, Town Manager


Date



TOWN OF RIVER BEND EXTERNAL DISCRIMINATION COMPLAINT INSTRUCTIONS

INTRODUCTION

The Town of River Bend is responsible for processing discrimination complaints filed under Title VI of the Civil Rights Act of 1964 and related nondiscrimination laws. Participants and beneficiaries of programs and activities administered or funded by the Town of River Bend who feel they have been discriminated against based on race, color, national origin, income level, Limited English Proficiency (LEP), sex, age, or disability have a right to file a complaint. Complaints of alleged discrimination will be investigated by the appropriate authority, such as OCR (Office of Civil Rights), a Federal agency. Note: Religion is only covered under NCDOT's Right of Way program (Fair Housing) and programs funded by the Federal Aviation Administration (FAA) or Federal Transit Administration (FTA).

FILING OF COMPLAINTS

1. **Applicability** – These complaint procedures apply to Town of River Bend programs, activities, and services. Note: Title VI does not include internal complaints related to Equal Employment Opportunity (EEO).
2. **Eligibility** – Any person or class of persons who believes he/she has been subjected to discrimination based on race, color, national origin, income level, LEP, sex, age, or disability (and religion, where applicable) may file a written complaint with the Town of River Bend's Title VI Coordinator. The law also prohibits intimidation or retaliation against anyone who files a complaint.
3. **Filing Options and Time Limits** – Complaints may be filed by the affected individual(s) or a representative and must be filed no later than 180 calendar days after the following:
 - The date of the alleged act of discrimination; or
 - The date when the person(s) became aware of the alleged discrimination; or
 - Where there has been a continuing course of conduct, the date on which that conduct was discontinued or the latest instance of the conduct.

Title VI and related discrimination complaints may be submitted to the following entities:

- **North Carolina Department of Transportation**, Office of Civil Rights, External Civil Rights, 1511 Mail Service Center, Raleigh, NC 27699-1511; 919-508-1808 or toll-free 800-522-0453
- **US Department of Transportation**, Departmental Office of Civil Rights, External Civil Rights Programs Division, 1200 New Jersey Avenue, SE, Washington, DC 20590, 202-366-4070
 - **Federal Highway Administration**, Office of Civil Rights, 1200 New Jersey Avenue, SE, 8th Floor, E81-314, Washington, DC 20590, 202-366-0693/202-366-0752
 - **Federal Highway Administration**, North Carolina Division Office, 310 New Bern Avenue, Suite 410, Raleigh, NC 27601, 919-747-7010

- **Federal Transit Administration**, Office of Civil Rights, ATTN: Title VI Program Coordinator, East Bldg. 5th Floor – TCR, 1200 New Jersey Avenue, SE, Washington, DC 20590
 - **Federal Motor Carrier Safety Administration**, Office of Civil Rights, 1200 New Jersey Avenue, SE, Room #W65-312, Washington, DC 20591, 202-366-8810
 - **Federal Aviation Administration**, Office of Civil Rights, 800 Independence Avenue, SW, Washington, SC 2591, 202-267-3258
 - **US Department of Justice**, Special Litigation Section, Civil Rights Division, 950 Pennsylvania Avenue, NW, Washington, DC 20530, 202-514-6255 or toll-free 877-218-5228
4. **Format for Complaints** – Complaints must be in writing and signed by the complainant(s) or a representative, and include the complainant's name, address, and telephone number. Complaints received by fax or email will be acknowledged and processed. Complaints will be accepted in other languages, including Braille. (See Discrimination Complaint Form included below.)
5. **Complaint Basis** - Allegations must be based on issues involving race, color, national origin, income level, LEP, sex, age, or disability, and religion, where applicable. The term "basis" refers to the complainant's membership in a protected group category. Note: Religion (or creed) is only protected under Right of Way, Public Transportation, and Aviation programs.

| Protected Categories | Definition | Examples | Pertinent Statutes and Regulations | |
|-----------------------|--|--|---|---|
| | | | FHWA | FTA |
| Race | An individual belonging to one of the accepted racial groups; or the perception, based usually on physical characteristics that a person is a member of a racial group | Black/African American, Hispanic/Latino, Asian, American Indian/Alaska Native, Native Hawaiian/Pacific Islander, White | Title VI of the Civil Rights Act of 1964; 49 CFR Part 21; 23 CFR 200; (Executive Order 13166) | Title VI of the Civil Rights Act of 1964; 49 CFR Part 21; Circular 4702.1B; (Executive Order 13166) |
| Color | Color of skin, including shade of skin within a racial group | Black, White, Brown, Yellow, etc. | | |
| National Origin (LEP) | Place of birth. Citizenship is not a factor (Discrimination based on language or a person's accent is also covered.) | Mexican, Cuban, Japanese, Vietnamese, Chinese, Russian, French. | | |
| Income level | An individual or household determined to be low-income | Poverty status | Executive Order 12898 | |
| Sex | The sex of an individual. | Women and Men | 1973 Federal-Aid Highway Act | Title IX of the Education Amendments of 1972 |
| Age | Person of any age | 21-year-old person | Age Discrimination Act of 1975 | |
| Disability | Physical or mental impairment, permanent or temporary, or perceived | Blind, alcoholic, paraplegic, epileptic, diabetic, arthritic | Section 504 of the Rehabilitation Act of 1973; Americans with Disabilities Act of 1990 | |

| | | | |
|----------|---|--------------------------------------|--|
| Religion | Creed. An individual belonging to a religious group; or the perception, based usually on distinguishable characteristics that a person is a member of a religious group | Muslim, Christian, Sikh, Hindu, etc. | Title VIII of the Civil Rights Act of 1968 (Fair Housing Act); 49 USC 47123 (FAA); 49 USC 5332 (FTA) |
|----------|---|--------------------------------------|--|

COMPLAINT RECEIPT AND RESPONSE

1. The Town of River Bend's Title VI Coordinator will provide written acknowledgment via registered mail of your complaint within fifteen (15) calendar days.
2. The Town of River Bend will review your complaint upon receipt to ensure the required information was provided, the complaint was timely filed, and jurisdictional requirements were met.
 - a. If the complaint is complete and no additional information is needed, the Town of River Bend Title VI Coordinator will send you a letter of acceptance as well as a Complainant Consent/Release Form.
 - b. If the complaint is incomplete, you will be contacted in writing to obtain the needed information. Note: Failure to respond and/or provide the requested information within fifteen (15) calendar days may be considered good cause for a determination of no investigative merit.
3. Within fifteen (15) calendar days of receiving your complaint, the Town of River Bend will determine its jurisdiction in pursuing the matter and whether the complaint has sufficient merit to warrant investigation. Within five (5) days of this decision, the Town of River Bend will notify you and Respondent (the person(s) against whom you have filed the complaint) via registered mail, stating the decision.
 - a. If the decision is not to investigate the complaint, the notification shall specifically state the reasons for the decision.
 - b. If the decision is to investigate the complaint, the notification shall state the grounds of the Town's jurisdiction and require your and the Respondent's full cooperation in assisting the investigator.
 - c. Interviews may be recorded during the investigation. Consent to record may be required if the interviewee is located outside of North Carolina.
4. The Town of River Bend will attempt to resolve all discrimination complaints within 60 days of accepting the complaint for investigation. Every effort will be made to obtain early resolution of complaints at the lowest level possible. The option of informal mediation between the affected parties and Town of River Bend staff may be utilized for resolution. The Town will make known all filing options and avenues of appeal.



DISCRIMINATION COMPLAINT FORM

Any person who believes that he/she has been subjected to discrimination based upon race, color, sex, age, national origin, disability, income-level, or Limited English Proficiency may file a written complaint with the Town of River Bend's Title VI Coordinator within 180 days after the discrimination occurred.

| | | | |
|------------------|------------------|--|------|
| Last Name: | First Name: | <input type="checkbox"/> Male <input type="checkbox"/> Female | |
| Mailing Address: | City: | State: | Zip: |
| Home Telephone: | Work/Cell Phone: | Email Address: | |

Identify the Category of Discrimination:

☐ RACE ☐ COLOR ☐ NATIONAL ORIGIN ☐ LIMITED ENGLISH PROFICIENCY
☐ RELIGION ☐ DISABILITY ☐ SEX ☐ INCOME LEVEL ☐ AGE

NOTE: Religion is covered as a basis only under NCDOT's Right of Way Unit (Fair Housing) and Public Transportation and Aviation Division.

Identify the Race of Complainant:

☐ Black ☐ White ☐ Hispanic ☐ Asian American
☐ American Indian ☐ Alaskan Native ☐ Pacific Islander ☐ Other _____

Date and place of alleged discriminatory action(s). Please include earliest date of discrimination and most recent date of discrimination:

Names of individuals responsible for the alleged discriminatory action(s):

How were you allegedly discriminated against? Describe the nature of the action, decision, or conditions of the alleged discrimination. Explain as clearly as possible what happened and why you believe your protected status(basis) was a factor in the discrimination. Include how other persons were treated differently from you. Attach additional page(s) if necessary.

The law prohibits intimidation or retaliation against anyone because he/she either has taken action, or participated in action, to secure rights protected by these laws. If you feel you have been retaliated against, separate from the discrimination alleged above, please explain the circumstances below. Explain what action you took which you believe was the cause for the alleged retaliation. Attach additional page(s) if necessary.

Names of persons (witnesses, fellow employees, supervisors, or others) whom we may contact for additional information to support and/or to clarify your complaint. Attach additional page(s) if necessary.

Name

Address

Telephone

Have you filed, or intend to file, a complaint regarding the matter raised with any of the following? If yes, please provide the filing dates. Check all that apply.

☐ Federal Highway Administration _____
☐ Federal Transit Administration _____
☐ Federal Motor Carrier Safety Administration _____
☐ US Department of Transportation _____
☐ Federal or State Court _____
☐ NC Department of Transportation _____
☐ Other _____

Have you discussed the complaint with any Town of River Bend representative? If yes, provide the name, position, and date of discussion.

Please provide any additional information that you believe would assist with an investigation.

Briefly explain what remedy, or action, you are seeking for the alleged discrimination.

AN UNSIGNED COMPLAINT WILL NOT BE ACCEPTED. PLEASE SIGN AND DATE THE FORM BELOW.

COMPLAINANT'S SIGNATURE

DATE

MAIL COMPLAINT FORM TO:

Town of River Bend
Delane Jackson, Title VI Coordinator 45 Shoreline Drive
River Bend, NC 28562

FOR OFFICE USE ONLY

Date Complaint Received: _____

Processed by: _____

Referred to: _____

Date Referred: _____

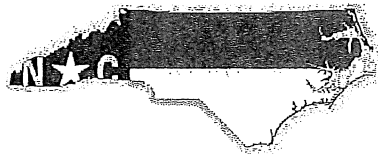
c. Any meetings/function/activity that is not eligible for exemption based on VI (a)(b) and restricts public attendance and/or participation based on membership, ownership, assessment of fees or in any other manner, or is a private function, is not exempt from the rental fees.

(VII) DEPOSIT.

Any event conducted by non-officially town affiliated groups that includes the serving of food and/or beverages of any kind or any craft activity requires the pre-payment of a \$100 deposit. The deposit may be fully returned to the sponsor following an inspection by the town, provided that the facility was not damaged during the event. Any damages caused during the event, as solely determined by town, shall be assessed to the sponsor and deducted from the deposit. If the damages exceed the amount of the deposit, the sponsor shall be responsible for any additional payment necessary to repair the damages to the town's satisfaction. Failure to pay for any damages shall result in legal action against the sponsor and possible prohibition of future use of the facility by the sponsor/individual/group.

ADOPTED: 12-21-94.

AMENDED: 12-20-00
12-19-01
8-19-21



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. "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.

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

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

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. Stricken 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 supplies, which shall be included in the equipment rate established in subsection B of this

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

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 employees. Further, it is mutually understood that Provider will be entirely responsible for

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

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

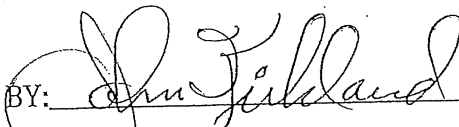
BY:

Erik A. Hooks, Secretary
Department of Public Safety
Date:

BY:

Michael A. Sprayberry, Director
Division of Emergency Management
Date:

BY:


Chief Executive Officer/Local Government

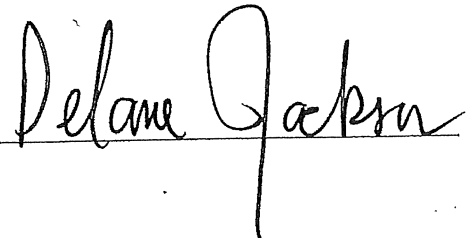
Name: John Kirkland

Title: Mayor

Name of Unit: Town of River Bend

Date: 9-3-2021

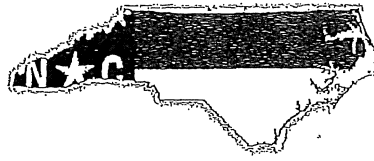
WITNESS:



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: 9-3-2021

PRIMARY REPRESENTATIVE

NAME: Delane Jackson

TITLE: Town Manager

DAY PHONE: 252-638-3870 x 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 x 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 x 209

NIGHT PHONE: 252-838-2195

CELL PHONE: 252-838-2195

FAX: 252-638-2580