

Bertie County Board of Commissioners



November 17, 2014

BERTIE COUNTY BOARD OF COMMISSIONERS

November 17, 2014

Meeting Agenda

This agenda is only a tentative schedule of matters the Commissioners may address at their meeting and all items found on it may be deleted, amended or deferred. The Commissioners may also, in their absolute discretion, consider matters not shown on this agenda.

(A)

***** APPOINTMENTS *****

7:00-7:05 Invocation and Pledge of Allegiance by Commissioner Harrell

7:05-7:15 Public Comments

7:15-7:25 Public Hearing – Manufactured Home Park Ordinance – Planning Director, Traci White (A-1)

7:25-7:35 Update and approval of EMS Employee Handbook and 2014 Standard Operating Guidelines (A-2)

7:35-7:45 Presentation of proposed EMS Junior Cadet program at Bertie High School in conjunction with Roanoke-Chowan Community College

Board Appointments (B)

1. There are no Board Appointments.

Consent Agenda (C)

1. Approve minutes for Regular Session 11-3-14 (C-1)
2. Approve minutes for Closed Session 11-3-14
3. Accept Tax Department Error Ledger – October 2014 (C-2)
4. Consider and approve newly revised alligator weed eradication resolution and Budget Amendment (C-3)

*****OTHER ITEMS*****

Discussion Agenda (D)

1. Bertie High School – review and consider request for final payment to general contractor and architect (D-1)
2. Sheriff’s Department – Communications Division – review and consider bids for radio system upgrade as budgeted for FY 2014-2015 (D-2)

Commissioners’ Reports (E)

County Manager’s Reports (F)

County Attorney’s Reports (G)

Public Comments Continued

Closed Session

Pursuant to N.C.G.S. § 143-318.11(a)(3) to go into closed session to consult with the County Attorney in order to preserve the attorney-client privilege that exists between the attorney and this public body.

Pursuant to N.C.G.S. § 143-318.11(a)(4) to discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body, including agreement on a tentative list of economic development incentives that may be offered by the public body in negotiations. The action approves the signing of an economic development contract or commitment, or the action authorizing the payment of economic development expenditures, shall be taken in an open session.

Pursuant to N.C.G.S. § 143-318.11(a)(5) to establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease; or (ii) the amount of compensation and other material terms of an employment contract or proposed employment contract.

Pursuant to N.C.G.S. § 143-318.11(a)(6) to consider the qualifications, competence, performance, character, fitness, conditions of employment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee.

Adjourn

MANUFACTURED HOME PARK ORDINANCE

FOR

BERTIE COUNTY, NORTH CAROLINA

REVISED DRAFT OCTOBER 2014

**ARTICLE I
INTRODUCTORY PROVISIONS**

Section 101 Title

This Ordinance is entitled the *Bertie County Manufactured Home Park Ordinance* and may be cited as the *Manufactured Home Park Ordinance*.

Section 102 Authority & Purpose

This ordinance establishes regulations for manufactured home parks within Bertie County, North Carolina, and provides for the administration, enforcement, and amendment thereof. The provisions of this ordinance are adopted under authority granted by the General Statutes of North Carolina. (G.S. 153A-121)

Whereas, in order to promote the health, safety and general welfare of the citizens of Bertie County, North Carolina; to provide for the orderly development of planned manufactured home and travel trailer parks and to abate any conditions detrimental to the public health, safety, and general welfare or any nuisances, real or imagined, associated with such parks, it is desirable and necessary to adopt the Manufactured home park Ordinance for the territorial jurisdiction of Bertie County as herein set forth.

Section 103 Jurisdiction

Upon adoption, this ordinance shall govern every new manufactured home park or any additions to existing manufactured home parks within Bertie County except those lands lying within the jurisdiction of any municipality, unless the municipality shall, by resolution, formally requested the County to enforce this Ordinance within its jurisdiction.

Section 104 Compliance with Other Official County Plans

Proposed manufactured home parks must comply in all respects with the rules and regulations of the Bertie County Water District(s) and with all other officially adopted plans in effect in the jurisdiction.

ARTICLE II DEFINITIONS

Section 201 General

For the purpose of this ordinance, certain terms or words used herein shall be interpreted as follows:

Section 202 Word Interpretation

For the purposes of this Ordinance, certain words shall be interpreted as follows:

- a) The word “may” is permissive.
- b) The words “shall” and “will” are mandatory.
- c) The present tense includes the future tense and the future tense includes the present tense.
- d) The singular includes the plural and plural includes the singular.
- e) The word “county” shall mean Bertie County, North Carolina.
- f) The words “Planning Board” shall mean the Bertie County Planning Board.
- g) The words “County Commissioners” shall mean the Bertie County Board of Commissioners.
- h) The word “person” includes firm, association, organization; trust, company, corporation, or any legal entity as well as an individual.
- i) The words “used” or “occupied” include the phrases: “intended to be occupied or used”; “designed to be occupied or used”; or “arranged to be occupied or used”.

Section 203 Definitions

Aggregate Base Course (ABC Stone) - A mixture of various gradation of stone material, small and large, that is compacted together to provide a dense surface for different uses; Usually gray in color, consists of crushed granite or run stone, mixed with 3/4 inch average size crushed stone gravel; Also known as “crush and run” or “crusher run”.

All weather, paved road – A road that is suitable for light traffic under all weather conditions and that meets the paved surfacing requirements of the North Carolina Department of Transportation.

Developer - Any person or other legal entity engaged in the development or the proposed development of a manufactured home park.

Enforcement Officer - The enforcement officer for Bertie County shall be the Planning Director or designated representative.

Farm – Singularly or jointly owned land parcel or contiguous parcels on which agricultural operations are conducted as the substantial use. Agricultural operations include but are not limited to cultivation of crops, the husbandry of livestock, and forestry.

Manufactured Home – A structure that:

1. consists of a single unit mainly assembled at the factory or two (double-wide) or three (triple-wide) principal components mainly assembled at the factory and joined together at the site;
2. is designed so that the total structure (or in the case of a double-wide or triple-wide, each component thereof) can be transported on its own chassis; and
3. is designed to be used as a dwelling and provides complete, independent living facilities for one family.

A structure that meets the definition of Manufactured Home stated above is still considered a Manufactured Home under this ordinance even if the tongue, tires and axle are removed and even if it is permanently affixed to a foundation.

Manufactured Home Space – A piece of land within a manufactured home park whose boundaries, design, and improvements are in accordance with the requirements of ordinance to accommodate a single manufactured home.

Minor Manufactured Home Park – A parcel of land containing at least two (2) but no more than ten (10) manufactured home spaces for the rental purpose for accommodating manufactured homes for occupancy. Spaces in a minor manufactured home park shall abut an existing public road or a private road that is five hundred feet (500') or less in length and meets the requirements set forth in this ordinance. The plan of a Minor Manufactured Mobile Home Park will not be approved if another Minor Manufactured Mobile Home Park has been approved on adjacent property and if it is apparent that the developer is attempting to avoid the requirements of a Major Manufactured Home Park by building parks on adjacent parcels.

Major Manufactured Home Park – A parcel of land containing more than ten (10) manufactured home spaces for the rental purpose for accommodating manufactured homes for occupancy.

Manufactured Home Pad – That area of a manufactured home space that has been reserved and prepared for the placement of a manufactured home.

Operating Permit – A permit issued by the Enforcement Officer to the owner or operator of a manufactured home or travel trailer park whose design, specifications and improvements comply with the requirements of this ordinance.

Street, Private - A street that has not been accepted nor planned for acceptance by North Carolina Department of Transportation or other governmental entity.

Street, Public - A right-of-way dedicated and accepted by North Carolina Department of Transportation or other governmental agency for public vehicular traffic.

Structural Additions - Any roofed, canopied, enclosed porch or room which is physically attached to a manufactured home. A concrete slab with no roof or walls shall be considered a structural addition.

**ARTICLE III
PROCEDURES FOR SUBMISSION, REVIEW AND APPROVAL OF
MANUFACTURED HOME PARK PLATS**

No person may locate, or cause to be located, or allow more than one manufactured home with no direct access to an existing public street for rental to be located on a parcel of land under his ownership, possession or control, unless the parcel of land is an approved and licensed manufactured home park. This ordinance shall not apply to manufactured homes that are being used for a bona-fide farm purpose as defined in this ordinance.

Section 301 Review Process

The plan shall be reviewed by the Enforcement Officer and/or other members of the county staff for compliance with this ordinance, with other applicable state statutes, and county ordinances. The Enforcement Officer will distribute prints of the proposed park to any governmental agency or agencies having a specific interest in the plat for their comments or recommendations, including where applicable but not limited to the Bertie County Environmental Health Department, the Land Resources Division of the North Carolina Department of Environment and Natural Resources, the Division of Coastal Management, and the USDA Natural Resources Conversation Service.

The Planning Board shall approve or disapprove the manufactured home park plan within 90 days of the date at which the plan is first considered by the Planning Board.

If the Planning Board disapproves the plan, it shall be stated in writing the reasons for such action, specifying the provisions of this ordinance with which the plan does not comply. Appeal of the Planning Board ruling shall be by petition to the Board of Commissioners to be heard at a regularly scheduled meeting. Appeal to the Board of Commissioners decision shall be to a court of competent jurisdiction. Written notice of appeals must be petitioned with the Board of Commissioners within thirty (30) days of receipt of disapproval notice.

The approval of a manufactured home park plan shall not be deemed to constitute or affect the acceptance by Bertie County of any dedication shown on the plan. However, the Board of Commissioners, by resolution, may accept any dedication made to the public of lands or facilities for parks or other public purposes, when the lands or facilities are located within its regulatory jurisdiction. Acceptance of dedication of lands or facilities located within the regulatory jurisdiction shall not place on Bertie County any duty to open, operate, repair or maintain any land or facility.

Section 302 Submission of Plat

It is recommended that the developer meet with the Enforcement Officer to discuss plans and ideas pertaining to the development of or to the addition to a manufactured home park.

The developer shall submit fifteen (15) copies of the manufactured home park plat, eighteen by twenty-four inches (18" x 24") in size, and any supplementary material to the Enforcement Officer a minimum of twenty (20) business days prior to the regularly scheduled Planning Board

meeting at which said plat is to be considered. The developer shall also include with the submittal one (1) reduced copy of the plat of eleven by seventeen inches (11" x 17") in size. Upon submission of the plat, the developer shall pay a processing fee to Bertie County in accordance with the approved fee schedule adopted by the Bertie County Board of Commissioners.

Section 303 Content of Plat

The plat shall be prepared by a registered surveyor or engineer and shall be drawn at a scale of 50, 100, or 200 feet to one inch and shall contain the following:

1. The location of existing and platted property, buildings, streets, railroads, bridges, culverts, watercourses, transmission lines, sewers, drainage ditches, drain pipes, water mains, town and county boundary lines, and other public utility easements.
2. Existing and platted streets on adjoining property shall be illustrated.
3. Boundaries of tracts shown with bearings, distances, and closure.
4. Wooded areas, pond or lakes, streams or streambeds, marsh swamp, floodplain, and other physical conditions affecting the site.
5. Names of adjacent property owners or subdivisions.
6. Proposed streets, street names, rights-of-way, pavement widths, and approximate grades.
7. Locations of proposed street lights, if any, and utility lines (drainage or underground drainage, water, electricity, and telephone) showing connections to existing supply systems. In the case of water, the size of the lines must be shown. If a dumpster site is proposed, the location, size, number of dumpsters, type of screening material and proposed lighting must be shown.
8. The location, width, and purposes of other proposed rights-of-way or easements.
9. Proposed areas for recreational space, if any.
10. Proposed space lines, space and block numbers, and space dimensions.
11. Location of manufactured home pad, water & sewage disposal system, and the location of off-street parking and driveway areas.
12. Title, date of plat preparation, magnetic and true north arrows, graphic scale, the name of the township(s), county, and state in which the manufactured home park is located.
13. Name of owner, surveyor, or engineer, and the proposed name of the manufactured home park.
14. A vicinity map showing the relationship between the manufactured home park and the surrounding areas at a scale of not less than one inch to four hundred feet.

All plats shall contain the following certifications:

A. Certificate of Ownership and Dedication

I (we) hereby certify that I (we) am (are) the owner(s) of the property shown and described hereon, which is located in the jurisdiction of Bertie County and that I hereby adopt this Manufactured Home Park Plat with my free consent .

Owner(s) or Authorized Agent

Date

B. Certificate of Survey and Accuracy

I, _____ certify that this map was (drawn by me) (drawn under my supervision) from (an actual survey made by me) (an actual survey made under my supervision) (deed description recorded in Book ____, Page ____, etc.) (other); that the error of closure as calculated by latitudes and departures is 1:____, that the boundaries not surveyed are shown as broken lines platted from information found in Book ____, Page____, that this map was prepared in accordance with G.S. 47-30 as amended. Witness my hand and seal this ____ day of _____, 20____.

Registered Surveyor or Professional Engineer

C. Private Roads Disclosure Statement

The maintenance of the private streets on this plat will be the responsibility of the property owner/developer. Private streets as shown hereon were not constructed to the minimum standards required to allow their inclusion, for maintenance purposes, on the North Carolina highway system. The North Carolina Department of Transportation will not maintain any private road shown on this plat. *(Note: This statement shall not serve as a substitute for any other statutory disclosure requirements.)*

Owner(s) or Authorized Agent

Date

D. Certificate of Approval

I hereby certify that the manufactured home plat shown hereon has been found to comply with the Bertie County Manufactured & Mobile Home Park Ordinance and that this plat has been approved by Bertie County.

Bertie County Planning Director

Date

**ARTICLE IV
SPECIFICATIONS FOR MANUFACTURED HOME PARKS**

Section 401 General Provisions

Any land within the jurisdiction of this ordinance determined by the Bertie County Floodplain Administrator to be located within special flood hazard Zone A or AE, manufactured home park development will be prohibited. Such land may be set aside for uses that will not be endangered by periodic or occasional flooding.

Setbacks for structures in manufactured home parks shall be seventy-five feet (75') from an existing public road. Internal setbacks shall be ten feet (10') from the edge of the reserved area of the street.

Section 402 Interior Streets – Minor Manufactured Home Parks (up to 10 spaces)

All new manufactured home spaces, whether in a new development or in the expanded area of an existing minor manufactured home park, shall abut upon a street that is graded and surfaced with aggregate base course (ABC stone) that meets North Carolina Department of Transportation (NCDOT) standards. The ABC stone shall be a minimum of four inches (4") deep. Streets shall be a minimum of eighteen feet (18') in width with six feet (6') of reserved area on each side of graded and surfaced area. Streets in minor manufactured home parks shall not exceed five hundred feet (500'). Streets that exceed five hundred feet (500') shall be considered a major manufactured home park and must meet paving requirements set forth in Section 403 of this ordinance.

Permanent dead-end streets shall end in a cul-de-sac. Measurement shall be from the point where the centerline of the dead end street intersects with the center of a through street to the center of the turn-around of the cul-de-sac. Where one cul-de-sac intersects with another cul-de-sac, the end of each cul-de-sac shall be no more than five hundred (500) feet from a through street, measured as stated above. The distance from the edge of the road surface on the vehicular turn-around to the right-of-way line shall not be less than the distance from the edge of the road surface to the right-of-way line on the street approaching the turn-around. Cul-de-sacs shall have a minimum radius of thirty-five feet (35')/minimum diameter of seventy feet (70').

All manufactured home spaces shall have driveway access to said street. All interior drives, walkways, and parking spaces shall be constructed and maintained to standards by the park owner.

Section 403 Interior Streets – Major Manufactured Home Parks (11 or more spaces)

All manufactured home spaces, whether in a new development or in the expanded area of an existing major manufactured home park, shall abut upon a hard, paved surface road that is built to meet the NCDOT Road Standards for paving. All manufactured home spaces shall

have driveway access to said paved surface road. Streets shall be a minimum of eighteen feet (18') in width six feet (6') of reserved area on each side of pavement,

Permanent dead-end streets shall not exceed one thousand five hundred (1,500) feet in length and shall end in a cul-de-sac. Measurement shall be from the point where the centerline of the dead end street intersects with the center of a through street to the center of the turn-around of the cul-de-sac. Where one cul-de-sac intersects with another cul-de-sac, the end of each cul-de-sac shall be no more than five hundred (500) feet from a through street, measured as stated above. The distance from the edge of the pavement on the vehicular turn-around to the right-of-way line shall not be less than the distance from the edge of the pavement to the right-of-way line on the street approaching the turn-around. Cul-de-sacs shall have a minimum radius of thirty-five feet (35')/minimum diameter of seventy feet (70').

Design and construction shall be certified by a registered engineer.

All interior drives, walkways, and parking spaces shall be constructed and maintained to standards by the park owner.

Section 404 Street Names & Street Signs

Any new street, lane or drive that serves a manufactured home park shall be given a non-duplicative name to eliminate conflicts with emergency services and mail delivery. Each new proposed street name will be verified by the Tax Mapping office for duplication with other streets, lanes and drives in the county.

It shall be the responsibility of the owner or developer to install signs identifying streets at the intersections of all interior streets. Such signs shall meet or exceed specifications for street signs required by Bertie County Emergency Management.

Section 405 Off-Street Parking

All parking in manufactured home parks shall be off-street after the effective date of this ordinance.

Each new manufactured home space shall be provided with at least two (2) graveled/rocked off-street parking spaces prior to the beginning of operations of the park. Each space shall be a minimum of twenty feet (20') long and ten feet (10') wide.

Section 406 Required Manufactured Home Space Area

Due to issues with septic systems throughout the county, minimum spaces sizes are similar to the minimum requirements of the *Bertie County Subdivision Ordinance*. These minimums are deemed necessary and crucial to the functionality of sewage disposal systems and are meant to allow for repair and replacement of systems if there are failures in the future.

The sizes of new manufactured home spaces shall meet standards of the Bertie County Environmental Health Division as follows:

Space Requirements:

	IMPROVEMENTS	AREA (SQUARE FEET)	SPACE WIDTH (FEET)
1.	Public water and sewer	10,000	80
2.	Public water and sewer; corner space	12,500	80
3.	Public water; soil classified suitable for septic tanks	15,000	90
4.	Public water; soil classified provisionally suitable for septic tanks due to drainage	20,000	100
5.	Public water; soil classified provisionally suitable for septic tanks due to characteristics other than drainage	30,000	140

Section 407 Drainage

All new manufactured home spaces shall be located on a well-drained and properly graded site. At a minimum, each manufactured home space must be properly graded to provide for adequate drainage of water with a minimum of one (1) inch increase in height per each ten (10) feet of distance from the side space line to the center of the space.

Section 408 Water Supply

If the developer is developing new spaces within the service area of the Bertie County Water System, the developer shall connect to the system owned and operated by Bertie County.

Plats shall be reviewed by the Bertie County Water Director and County Engineer to determine if public water service is available for the proposed manufactured home park. The Water Director and County Engineer shall review the following criteria when making the determination on the availability of public water service to the manufactured home park:

- A. Whether the water system with jurisdiction has/will have the capacity to serve the proposed manufactured home park.
- B. The distance and location of the proposed manufactured home park to the nearest available public water service.
- C. The number of spaces in the proposed manufactured home park with regard to the distance of the main water line to be constructed to the manufactured home park.
- D. Estimated cost of extending the water service to the manufactured home park regarding economic feasibility. (COST/DISTANCE/MANUFACTURED HOME PARK)

If public water service is determined to be available for the spaces in a new manufactured home park, the developer shall construct the new water service according to local and state specifications.

Construction plans for the proposed system shall be prepared by a registered engineer, materials and construction to be in accordance with the specification for the Bertie County Water System as prepared by the County Engineer, and submitted with the preliminary plat for approval by the Planning Board, Water Director and the appropriate State Agencies.

Water meters will be installed after the application has been made and required fees paid by the developer. The cost of the construction, connection and approval of the manufactured home park water system shall be paid by the developer.

The Bertie County Planning Board and/or the Bertie County Board of Commissioners may, in consultation with the County's Engineer, determine that certain improvements will be required for the County Water System due to the projected consumption of water when all proposed manufactured home park spaces are connected to the Bertie County Water System. The Bertie County Board of Commissioners will require the Developers to make and pay for those improvements. The County Engineer will be the selected Engineer for the Construction Project unless otherwise approved by the Board of County Commissioners. The Engineer's Fee will be paid for by the Developer.

Section 409 Use Restrictions

No part of any new manufactured home park may be used for non-residential purposes that may create any unusual noises, odors, or other offensive nuisances affecting residential living.

Section 410 Refuse Collection Facilities

The manufactured home park owner shall provide for onsite refuse collection unless the county provides other means. A dumpster shall be placed in a convenient area onsite for residents to place their garbage for a weekly pickup. The dumpster site shall be visually obscured by a fence or evergreen vegetative screen, but still remain easily accessible for residents to deposit refuse and for trucks that empty and haul the refuse away. Dumpsters shall be placed on a concrete pad.

Section 411 Lighting

Streets in the manufactured home park shall be illuminated with street lamps to enhance safety of residents. Streets shall be illuminated from one half-hour after sunset until one half hour before sunrise.

Street lamps shall be a minimum 175 watt mercury vapor lamp or equivalent (approximately 7000 lumen class) spaced at four hundred feet intervals.

Section 412 Recreational Areas/Common Areas

Common areas, whether recreational or simple open space, have been recognized as important to neighborhoods. To enhance the quality of life for park residents, recreational or common areas are required for manufactured home parks that have at least twenty-five (25)

spaces. When the manufactured home park is located on a water-way, lake or pond, water access may be provided for residents if the area is properly posted.

Recreational and common areas shall provide reasonable access from an interior street. A street lamp in the recreational/common area will enhance safety.

All recreational areas shall have a minimum of 10,000 square feet per 25 spaces.

Section 413 Maintenance

Maintenance of all required improvements, including streets, roads, drainage areas, sewage disposal, recreational areas and all other required amenities will be the responsibility of the park owner. Streets and roads are to be maintained in a way that they are free from pot holes, breaks in the pavement, ponding of water during rainy periods, excessive washing of drainage ditches, and other related problems which would impede or cause hazards to motor vehicles.

The Enforcement Officer will inspect manufactured home parks periodically to ensure maintenance of the park is in good standing with the provisions of this ordinance. Enforcement action is described in Article VII of this ordinance.

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ARTICLE V

VARIANCE

Section 501 Variance Procedure

The Planning Board may authorize a variance from these regulations when, in its considered and informed opinion, undue hardship may result from strict compliance due topographical or other conditions peculiar to the site. In granting any variance, the Planning Board shall make the findings required below, taking into account the nature of the proposed manufactured home park, the existing use of land in the vicinity, the number of persons to reside in the proposed manufactured home park and the probable effect of the proposed manufactured home park upon the contiguous properties, surrounding area, and traffic conditions in the vicinity. No variance shall be granted unless the Planning Board finds the following criteria:

- a. That there are special physical circumstances or topographical conditions affecting said property such that the strict application of the provisions of this ordinance would deprive the applicant of the reasonable use of his land;
- b. That the variance is necessary for the preservation and enjoyment of a substantial property right of the petitioner(s);
- c. That the circumstances giving rise to the need for the variance are peculiar to the parcel and are not generally characteristic of other parcels in the jurisdiction of this ordinance;
- d. That the granting of the variance will not be detrimental to the public health, safety, and welfare or injurious to other property in the territory in which said property is situated;
- e. The need for the variance is not the result of a self-created hardship; and
- f. The need for the variance is not based on financial hardship or the financial interests of the developer or land owner.

Requests for variances shall be submitted in writing to the Planning Director for inclusion on the agenda for the next regular Planning Board meeting. Requests shall be submitted a minimum of seven (7) business days prior to the regular Planning Board meeting to allow time for adequate information to be acquired and reported to the Planning Board.

Appeal to the Planning Board's ruling on a variance shall be to the Bertie County Board of Commissioners. Request for appeal shall be filed within ten (10) days from the date of the Planning Board's ruling. The Board of Commissioners will hear the case to determine if the Planning Board:

1. Exceeded its authority or jurisdiction;
2. Acted erroneously;
3. Failed to use proper procedure
4. Acted arbitrarily or capriciously; or
5. Failed to act as required by law or rule.

Appeal to the Board of Commissioners' ruling shall be to a court of competent jurisdiction.

ARTICLE VI SEPARABILITY

Section 601

Should any section or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such declaration shall not affect the ordinance as a whole, or any other part thereof other than the part so declared to be unconstitutional or invalid.

ARTICLE VII ENFORCEMENT

Section 701 Enforcement

To verify compliance with the requirements of this Ordinance, at any time during normal operating hours, the Enforcement Officer or its designee may inspect each manufactured home park. The manufactured home park owner will then be given sixty (60) days from the date of notice to make any required corrections.

If corrections have not been made within the sixty-day period, the manufactured home park owner shall be guilty of a Class III misdemeanor and assessed a fine of five hundred dollars (\$500) pursuant to N.C.G.S. 14-4. In lieu of or in addition to the criminal penalties outlined above, the manufactured home park owner may be subject to a civil penalty pursuant to N.C.G.S. 1530A-123(c) of \$1,000 per day for each day the violation continues, recoverable by the County in a civil action in the nature of a debt. In addition to all other remedies available either at law or in equity, the County may institute an action in the General Court of Justice seeking enforcement of the ordinance by injunction or order of abatement, or both, pursuant to N.C.G.S. 153-A123(d) and (e). See the Appendix for copies of the referenced statutes.

The Enforcement Officer will notify the Bertie County Building Inspector of the non-compliance. The Building Inspector will not allow any manufactured home setup permits within the park, including replacement for existing manufactured homes until the issue has been resolved.

ARTICLE VIII

EFFECTIVE DATE

This ordinance shall take effect and shall be in force on and after _____, 2014.

Duly adopted by the Board of Commissioners of Bertie County, North Carolina, this the _____ day of _____, 2014.

ATTEST:

**J. Wallace Perry, Chairman
Bertie County Board of Commissioners**

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APPENDIX

General Statutes of North Carolina Regarding Enforcement of Ordinances

§ 14-4. Violation of local ordinances misdemeanor.

(a) Except as provided in subsection (b), if any person shall violate an ordinance of a county, city, town, or metropolitan sewerage district created under Article 5 of Chapter 162A, he shall be guilty of a Class 3 misdemeanor and shall be fined not more than five hundred dollars (\$500.00). No fine shall exceed fifty dollars (\$50.00) unless the ordinance expressly states that the maximum fine is greater than fifty dollars (\$50.00).

(b) If any person shall violate an ordinance of a county, city, or town regulating the operation or parking of vehicles, he shall be responsible for an infraction and shall be required to pay a penalty of not more than fifty dollars (\$50.00). (1871-2, c. 195, s. 2; Code, s. 3820; Rev., s. 3702; C.S., s. 4174; 1969, c. 36, s. 2; 1985, c. 764, s. 2; 1985 (Reg. Sess., 1986), c. 852, s. 17; 1991, c. 415, s. 1; c. 446, s. 1; 1993, c. 538, s. 8; c. 539, s. 9; 1994, Ex. Sess., c. 24, ss. 14(b), 14(c); 1995, c. 509, s. 133.1.)

§ 153A-123. Enforcement of ordinances.

(a) A county may provide for fines and penalties for violation of its ordinances and may secure injunctions and abatement orders to further insure compliance with its ordinances, as provided by this section.

(b) Unless the board of commissioners has provided otherwise, violation of a county ordinance is a misdemeanor or infraction as provided by G.S. 14-4. An ordinance may provide by express statement that the maximum fine, term of imprisonment, or infraction penalty to be imposed for a violation is some amount of money or number of days less than the maximum imposed by G.S. 14-4.

(c) An ordinance may provide that violation subjects the offender to a civil penalty to be recovered by the county in a civil action in the nature of debt if the offender does not pay the penalty within a prescribed period of time after he has been cited for violation of the ordinance...

(c1) An ordinance may provide for the recovery of a civil penalty by the county for violation of the fire prevention code of the State Building Code as authorized under G.S. 143-139.

(d) An ordinance may provide that it may be enforced by an appropriate equitable remedy issuing from a court of competent jurisdiction. In such a case, the General Court of Justice has jurisdiction to issue any order that may be appropriate, and it is not a defense to the county's application for equitable relief that there is an adequate remedy at law.

(e) An ordinance that makes unlawful a condition existing upon or use made of real property may provide that it may be enforced by injunction and order of abatement, and the General Court of Justice has jurisdiction to issue such an order. When a violation of such an ordinance occurs, the county may apply to the appropriate division of the General Court of Justice for a mandatory or prohibitory injunction and order of abatement commanding the defendant to correct the unlawful condition upon or cease the unlawful use of the property. The action shall be governed in all respects by the laws and rules governing civil proceedings, including the Rules of Civil Procedure in general and Rule 65 in particular.

In addition to an injunction, the court may enter an order of abatement as a part of the judgment in the cause. An order of abatement may direct that buildings or other structures on the property be closed, demolished, or removed; that fixtures, furniture, or other movable

property be removed from buildings on the property; that grass and weeds be cut; that improvements or repairs be made; or that any other action be taken that is necessary to bring the property into compliance with the ordinance. If the defendant fails or refuses to comply with an injunction or with an order of abatement within the time allowed by the court, he may be cited for contempt and the county may execute the order of abatement. If the county executes the order, it has a lien on the property, in the nature of a mechanic's and materialman's lien, for the costs of executing the order. The defendant may secure cancellation of an order of abatement by paying all costs of the proceedings and posting a bond for compliance with the order. The bond shall be given with sureties approved by the clerk of superior court in an amount approved by the judge before whom the matter was heard and shall be conditioned on the defendant's full compliance with the terms of the order of abatement within the time fixed by the judge. Cancellation of an order of abatement does not suspend or cancel an injunction issued in conjunction with the order.

(f) Subject to the express terms of the ordinance, a county ordinance may be enforced by any one or more of the remedies authorized by this section.

(g) A county ordinance may provide, when appropriate, that each day's continuing violation is a separate and distinct offense.

(h) Notwithstanding any authority under this Article or any local act of the General Assembly, no ordinance regulating trees may be enforced on land owned or operated by a public airport authority. (1973, c. 822, s. 1; 1985, c. 764, s. 34; 1985 (Reg. Sess., 1986), c. 852, s. 17; 1993, c. 329, s. 5; 2013-331, s. 1.)



PERSONNEL HANDBOOK

&

STANDARD OPERATING

GUIDELINES 2014

Personnel Handbook Authorization

This document contains rules, regulations, and guidelines as authorized by the Bertie County Board of County Commissioners, based on recommendation by the Bertie County Manager, pursuant to the authority of the County of Bertie Personnel Policy Manual, Article I; Section 7. While every attempt is made to avoid conflict between this Handbook, and the Bertie County Personnel Policy Manual, because of the overriding necessity for public safety & protection of the public arising from Bertie County Emergency Services, in the event of such a conflict between these two documents, this handbook will have authority and supersede the Bertie County Personnel Policy Manual regarding all Emergency Services personnel.

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Section I

Organizational Information

Welcome to our Organization

On behalf of the Administrative team for Bertie County Emergency Services, the Bertie County Manager, the Bertie County Commissioners, and the rest of Bertie County's employees, we'd like to take this opportunity to welcome you to Bertie County Emergency Services! We are excited to have you as a part of our Department, and hope that you will enjoy your time with us.

While we are still a young Department, it is our goal to provide the highest level of care possible at all times to the citizens and visitors of Bertie County. Excellence in patient care, and conducting ourselves in a professional manner at all times are things that we hold each employee accountable for, whether an EMT or Department Head. There is no single thing we can control in the business of Emergency Services more than our attitude and clinical skill.

This Handbook was written with the goal of helping you succeed as a member of our team, and give you the tools to be productive. The rules, regulations, guidelines, and procedures found in this Handbook are intended to help guide your work performance, as well as provide a sense of protection for your rights as an employee within the Department.

This Handbook provides answers to many of the questions you may have about working here. This includes our responsibilities to you as a member of our Department, as well as your responsibilities to Bertie County Emergency Services as a staff member. If anything in this Handbook is unclear, please feel free to contact your Shift Captain or an appropriate member of the Administrative Team.

You are responsible for reading and understanding this Handbook, and your performance evaluations as well as when necessary, appropriate disciplinary action, may be a reflection of your adherence, or lack thereof, to the policies of Bertie County, including those outlined in this Handbook. You will be asked to sign an acknowledgement statement indicating your receipt of this Handbook. In addition to clarifying responsibilities, we hope this Handbook also gives you an indication of Bertie County Emergency Services' interest in your welfare.

While Bertie County Emergency Services follows the policies set forth in this Handbook, you should understand that this Handbook is not an expressed or implied "contract" or guarantee of continued employment. Administration has the right, except where prohibited by law, in its sole discretion, to change, modify, delete, or revise any policies, including this entire Handbook, at any time and for any reason with or without notice.

There are likely a number of factors that resulted in you choosing to work for Bertie County Emergency Services. Whatever your individual reasons may be, we want you to understand that it is our goal as Administration, to assist you in meeting whatever personal and/or professional goals have brought you to work for Bertie County. We extend to you our sincerest appreciation for choosing Bertie County Emergency Services, and we wish you all the best during your time with us.

Once again, welcome to Bertie County Emergency Services!!

Introduction to this Handbook

As a new staff member, you will be going through a period of adjustments at Bertie County Emergency Services. You may have questions about Bertie County Emergency Services, such as your day-to-day duties and what you can expect from us and what we can expect from you. This Handbook has been prepared as a guide to answer many questions. Each of the policies in this Handbook is important in providing the structure, rules, and guidance related to your employment with Bertie County Emergency Services. Please read it carefully and keep it handy to use as a reference tool.

If you cannot find an answer in the handbook, your Shift Captain will be your first source of information, but you are always free to contact Administration with specific questions as well regarding clarification of rules. Many of the policies included in this handbook reference other policies within our organization. Our entire Administrative team prides itself on an “open door policy,” and you are encouraged to approach any member of management with thoughts, problems, or other ideas for improving our organization. You should review and be familiar with all County and Department policies during your service here.

Bertie County Emergency Services may, from time-to-time, make deletions, changes, or additions to this handbook. When this occurs, you will receive updates as soon as possible.

Communication

Open communication is essential to the overall success of the organization. We encourage open and positive communication between management and staff. In addition to periodic visits to the stations, we hold a staff meeting following each monthly continuing education session so that employees can hear, first-hand, information that is important to their work, as well as ask questions of Administration.

Experience has shown that concerns can very often be resolved by getting them out in the open as quickly as possible. You should communicate any problem situations or concerns you have directly to your Shift Captain. We encourage our Administrative team to be effective problem solvers. They should be able to answer most of your questions or resolve any issues or concerns that you raise in a prompt fashion, in most cases. If you are not satisfied with the resolution of your concern, or, if for some reason, you do not wish to discuss it with your Shift Captain directly, you may discuss the matter with any member of the Administrative team. If the problem is of a personal nature, feel free to voluntarily schedule an appointment with a member of management. We will make every effort to keep these discussions confidential if they involve sensitive issues.

Personnel File & Updating Personal Information

It is important that Bertie County Emergency Services maintains complete and accurate personnel records for all employees. It is equally important to have certain information about all personnel on file. In order to keep these records up-to-date for operational, emergency and insurance purposes, it is essential that you notify the Department as soon as possible if there are any change to any of the following items:

- a. Legal name
- b. Home address
- c. Home or cellular, to include provider, telephone number.
- d. Person to contact in an emergency.
- e. Driving record and status of driver's license.
- f. Military status
- g. Certifications expiration dates

Since we refer to your personnel file when making decisions in connection with promotions, corrective counseling and other important events, it is to your benefit, and at times required of you, to be sure your personnel file includes all relevant information about you. Completion of educational or training courses and documentation of interest and skills that may not be part of your current position requirements may have an impact on future assignments or promotions. The personnel file will also retain work related information gathered about you during your employment, including both positive and negative occurrences.

Bertie County Emergency Services reserves the right to keep records related to investigation of possible criminal offenses, reference letters, documents prepared for criminal, civil, or grievance procedures, and materials used for other operations. This includes the results of criminal background checks, driving history, and medical examinations performed as part of employment. To the extent possible, these records will be kept confidential.

Non-Discrimination Commitment/Equal Employment Opportunity

Bertie County Emergency Services follows a strict policy that we do not discriminate in providing services and care to the patients we serve, or in the terms and conditions of employment for our staff. We will not discriminate on the basis of race, color, national origin, ancestry, religion, sex, age, sexual orientation, disability, political belief, military service, or any other protected class. The intent of Bertie County Emergency Services is to comply with State, as well as all federal discrimination and employment laws.

All personnel are encouraged to report to any member of management any incident in which he or she feels that there has been discrimination on the basis of race, color, national origin,

ancestry, religion, sex, age, sexual orientation, disability, political belief, military service, or any other protected class. Please refer to the Bertie County Personnel Policy Manual for further guidance on these matters.

Mission & Values Statement

The mission of Bertie County Emergency Services is to provide the highest level of care and compassion to the citizens and visitors of Bertie County. This includes, but is not limited to the promotion, access, education, and provision of basic and advanced life- support treatment and transport in both a 911, and non-emergency transport setting, to definitive and/or specialized care facilities, with the utmost professionalism, with service based on equal availability to all persons.

Bertie County Emergency Services adheres to the following values, abbreviated by the acronym, PACE:

Professionalism

We treat everyone, regardless of condition, ability to pay, race, sex, ethnic origin, age, or any other difference, with the highest degree of professionalism. We do not pass judgment, belittle, or otherwise treat our patients with anything less than a positive, reassuring attitude.

Accountability

We are responsible for our actions, both positive and negative. As such, we expect every employee to take responsibility for their actions and practice honesty in all that they do and say.

Compassion

We treat persons with illness and injury in our community with care and compassion, utilizing principles and practices of patient care, and we strive for excellence through ongoing evaluation and improvement.

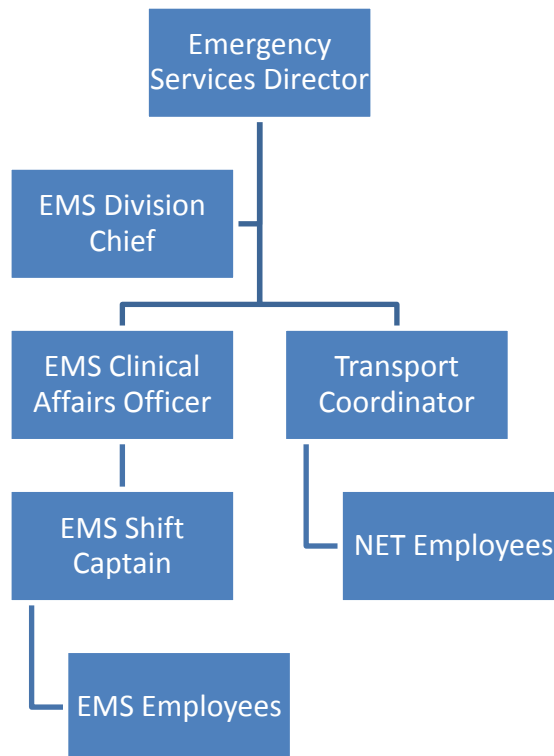
Ethical

We expect every employee to perform his duties in an ethical manner. This includes patient care, but also includes interactions with coworkers, management, other public safety members, and the public at large.

Organizational Structure and Authority

All administrative and operational questions or complaints that may arise are to be handled through the chain of command. EMS officers may assume on scene command authority over EMS technicians at their discretion. It is the policy of Bertie County Emergency Services to adhere to the National Incident Management System (NIMS) and utilize proper Incident Command Procedures (ICS).

The Chain of Command is as follows:



Compliance

Bertie County Emergency Services has a strong focus on compliance. We must comply with all applicable laws and regulations that govern the highly regulated EMS and medical transportation field. We strive to meet the expectations of the regulatory bodies and our patients and customers. While we expect and understand that mistakes will happen, we encourage you to self-report instances in which you feel compliance was not met on yours, or your partner's behalf. Honesty truly is the best policy, and while it can't always prevent consequences for mistakes, it is our goal to build successful clinicians here at Bertie County Emergency Services.

Bertie County Emergency Services may be required to report certain violations of law to appropriate oversight authorities. Be aware that inappropriate actions, not in compliance with the law, may subject you to discipline or corrective counseling.

Negligence in the performance of duties, whether actual or perceived, will not be tolerated and may be subject to disciplinary action, up to and including dismissal. If at any time you feel that we are not being fully compliant with the law of regulations, we encourage you to express your concerns to a member of the management team.

Professional Conduct Policy

Purpose: To outline the conduct that is expected of Department members so as to project a positive and professional image.

Policy: As a member of a public safety agency, it is expected that its members are above reproach. How one conducts himself/herself both on and off duty may have a direct reflection on the service. Members are expected to conduct themselves appropriately at all times, and especially when representing the Department.

Procedure:

I. Professional Conduct

Members are required to read, understand, and comply with all rules, regulations, policies and procedures of the Department and the County, and the written or verbal orders of a superior. It shall be considered to be neglect of duty to fail to inquire of a superior regarding the meaning or application of any law, rule, regulation, policy, or procedure, written or verbal order.

All Department members shall conform to the Bertie County Personnel Policy Manual, Emergency Services Personnel Handbook, as well as all applicable local, state, and Federal laws and regulations.

Members are required to obey and fully execute any lawful order, written or oral, given by a superior officer, which shall include, but not be limited to, rules, regulations, policies, procedures of the Department and the County. The term "lawful order" shall be defined as any order in keeping with the performance of any duty prescribed by law or by the rules, regulations, policies, or procedures, or for the preservation of good order, efficiency, and proper discipline which is not in conflict with these rules, regulations, policies, or procedures.

Members shall refrain from public expressions or actions, including those made on social networking sites, concerning the Department and/or the County's policies and procedures that are:

- defamatory
- obscene
- unlawful, or
- which tend to subvert the good order, efficiency or discipline of the Department or the County, or any member thereof, or that are prejudicial to the efficiency and discipline of the Department or the County.

The wearing of an improper uniform, failure to carry all necessary equipment including PPE, or failure to maintain one's uniform or equipment in good order as outlined in the Department's Handbook is prohibited.

Members are required to maintain mental and physical conditioning necessary to performed prescribed duties.

Insubordination shall be prohibited and shall include, but not be necessarily limited to, any failure or deliberate refusal to obey a lawful order given by a superior; any disrespectful, mutinous, insolent, or action toward a superior, whether in or out of the presence of the superior, lying or giving misleading statements to a superior, or failure to answer a direct question asked by a superior.

Neglect of duty is prohibited. There shall be no failure to give appropriate attention to the performance of duty. Examples include but are not limited to failure to take appropriate action; absence without leave; failure to report for duty at the time and place designated; unauthorized absence during one's duty; failure to perform duties or comply with any rule, regulation, policy, or procedure; failure to conform to Department or County policies or procedures.

Members are required to work diligently and with an image of professionalism. Examples of unprofessional conduct may include, but are not limited to:

- late for duty
- taking excessively long meal or refreshment breaks
- failure to respond promptly to a call when dispatched
- failure to clear promptly from a call
- lack of courtesy to an individual either on the telephone or in person
- gambling, fighting, or quarreling
- scuffling or horse playing
- lying or intentionally providing misleading statements

Stealing, altering, forging, or tampering with any kind of official record or report is prohibited. The removal of any record, report, letter, document, or any other official files from the Department, except as directed by a superior, is prohibited. Additionally, the obtaining/duplicating of any information from Department files, sources or reports other than that which one is properly entitled to in accordance with one's duties is prohibited.

The Department of Emergency Services has a zero tolerance policy for substance abuse of any kind. Employees found to be violation of the Departmental or County policies regarding substance abuse, will be subject to disciplinary action, up to and including dismissal. Examples of violations of these standards include, but are not limited to:

- Using, purchasing, selling, possessing, distribution or accepting illegal drugs, or drug-related paraphernalia while on or off the job.
- Consuming, purchasing, selling, possessing, distributing or accepting alcohol while on the job.
- Reporting for duty or being on the job while under the influence of illegal drugs or alcohol.
- Reporting for duty or remaining on duty any time there is quantifiable presence of a prohibited drug in the body, including prescription drugs, above the minimum threshold defined in 49CFR Part 40, as amended.
- Reporting for duty or remaining on the job while having an alcohol concentration greater than 0.00, regardless of when the alcohol was consumed.
- Transporting illegal drugs, or drug-related paraphernalia in a Department and/or County insured fleet vehicle.

Members are required to immediately report all damage to vehicles and equipment and file any required reports, which shall contain all known facts surrounding the cause and nature of the damage. In the event that Department or County property bears evidence of damage which has not been reported, it shall be prima facie evidence that the last person using the property or vehicle was responsible.

Members shall return all equipment owned/issued by the Department and/or County when they retire, resign, transfer, or otherwise leave the Department, and shall return any equipment when ordered to do so because of suspension or other absence from work.

Allowing unauthorized persons to ride in Department vehicles is prohibited. Unauthorized persons are those who are not engaged in official, authorized business. Official visitors or guests of the Department and/or the County may be conveyed in vehicles, but must not respond with the vehicle in the event of an emergency call without the proper approval of Emergency Services Administration.

Unauthorized use of station, Department, or county-insured vehicles, property or equipment is prohibited.

Destroying or defacing any official written notice relating to Department business is prohibited. The posting or circulation of any notices of non-official, derogatory character relating to any person, group, or public safety activity is prohibited.

Withholding information concerning criminal activities, which are job-related, is prohibited.

Members are required to answer questions, respond to lawful orders, render material and relevant statements in a Department investigation when such orders, questions and statements are directly related to job responsibilities. Nothing in this section is intended to violate a member's federal or state constitutional rights.

Members are required to report another members' or their own violation of a law, rule, regulation, policy, or procedure. All such violations shall be reported, in writing, to a member of management.

Members are required to notify either the EMS Division Chief or the Emergency Services Director of any criminal convictions, criminal detainment, driving conviction, or loss of driver's license.

Giving a deposition, affidavit, or appearing as a witness in a criminal or civil matter stemming from official duties as a member of the Department, without prior knowledge of the Department is prohibited.

Members may be required to furnish information as is consistent with their duties. To this end, a member shall furnish their name, certification level, and station affiliation in a respectful manner when requested.

Members are required to make available for inspection by a superior, any and all assigned equipment and/or gear.

Maintaining a residence in any station when not on duty is prohibited.

Members shall immediately report to management any accident, sickness, or injury occurring to them while on duty. Management shall be responsible for ensuring that the member receives medical care if required, and shall also ensure that all necessary paperwork is completed and forward to Human Resources for processing.

Members who handle employee files, records, and reports, are responsible for keeping such information within the confines of his/her professional jurisdiction. Personnel matters and information are to be discussed only with the individual(s) it concerns and the person(s) to whom the report is being made.

Members shall wear their County ID badge at all times while providing patient care or acting in any capacity as a member of the Department.

No member shall use, or attempt to use, his/her official position, ID badge, or credentials for personal gain. Where special privileges are extended to all members of a private organization, the use of Department identification is not considered a violation of this order.

While on duty, while acting as an official of the Department, or while in Departmental uniform, members shall not take part in any political management or in political campaigns other than to cast their vote. Members shall not, directly or indirectly, solicit or receive, or be in any manner concerned in soliciting or receiving, any assessment,

subscription or contribution for any political party or political purpose, or for a testimonial for any official while on duty.

While on duty, members shall not, orally or in writing, solicit, or in any manner be involved in soliciting any assessment, subscription or contribution for any political party or purpose from any County employee or volunteer.

Members shall not address public gatherings, appear on radio or television, prepare articles for publication, act as correspondents to a newspaper or a periodical, or release or divulge investigative information or any other matters of the Department while holding themselves out as representing the Department or County in such matters, without prior authorization.

Soliciting, making speeches, distributing, posting, copying, or displaying of campaign literature for or against any candidate to public office shall not be permitted in or on Department property, or using Department equipment and supplies.

Section II

General Guidelines

Alcohol and Substance Abuse & Testing

Purpose: To follow state and federal laws consistent with our commitment to the well-being of our personnel and patients we serve by maintaining a safe work environment.

Policy: Bertie County Emergency Services will not tolerate personnel under the influence of alcohol or controlled substances, or those who use alcohol or controlled substances (or misuse legal drugs) while on duty, while operating Department vehicles, or while representing Bertie County Emergency Services.

Procedure:

I. Definition of Terms

- a. **Legal Drug:** A prescribed drug or over-the-counter drug that has been legally obtained and is being used for the purpose for which it was prescribed or manufactured.
- b. **Controlled Substances:** Any substance as defined under NCGS Chapter 90-87, which cannot be legally obtained (e.g. marijuana, hallucinogens, etc.), or which although legal:
 1. Has been illegally obtained or prescribed.
 2. Is not being used for its prescribed purposes.
 3. Is being used in larger doses than recommended.
- c. **Under The Influence:** Any use of alcohol or controlled substances, while on duty, will mean, for the purposes of this handbook, having an alcohol concentration amount greater than 0.00, or having a detectable amount of controlled substances in your blood.
- d. **Premises:** Used in its broadest sense, it includes all land (including leaseholds, easements, and other job sites), property, buildings and other structures, vehicles owned by, or leased to, Bertie County Emergency Services.
- e. **Reasonable Suspicion:** Aberrant or unusual behavior of personnel who exhibit any of the following:
 1. Symptoms that are commonly associated with intoxication or impairment caused by controlled substances or alcohol.

2. Behaving in a manner that is not reasonably explained as resulting from causes other than the use of controlled substances.
3. Observed using or in the possession of controlled substances or alcohol. All such observations must be made by a supervisor or member of management, and must be documented in writing by the observer(s).

II. Prohibited Acts

- a. The use or possession of alcohol or controlled substances on the premises, or being under the influence of alcohol or controlled substances while performing Bertie County Emergency Services duties or representing Bertie County Emergency Services, is prohibited at all times.
- b. Personnel should be aware that the use of some prescriptions or over-the-counter drugs might also affect their ability to properly perform their job duties. Therefore, you have the responsibility to report such use of legal drugs that may have side-effects to your supervisor when you are aware of potentially adverse effects on performance or in the safe operation of Department equipment.
- c. You may continue to work even though you may be taking a legal drug (such as over the counter cold medications), as long as such use does not pose a threat to your safety or the safety of other personnel or patients and you can safely perform the duties of your position.

Depending upon the severity of the situation, personnel who violate this Policy may be offered the opportunity for appropriate treatment and rehabilitation through any Employee Assistance Program (EAP), which may be available through health insurance coverage or an appropriate treatment source of the staff member's choice. Referral for assistance does not preclude corrective discipline for violation of rules or Policies. Personnel failing or refusing appropriate treatment or testing shall be subject to corrective discipline up to and including termination. Failure to successfully complete the program or intentional violations of the program will result in termination of employment.

III. Drug Testing

- a. This Policy, regulating the use, possession, and testing for presence of alcohol and controlled substances shall be administered fairly and consistently to all personnel.

- b. Pre-employment screening shall be performed (pending vendor approval).

Additionally:

- 1. All applicants will be requested to sign an authorization and release agreeing to submit to a drug screen. Applicants who refuse to sign the authorization or to submit to the drug screen will not be considered for employment.
 - 2. An applicant who fails the drug screening test will be advised to consult with a physician or a counseling center. A new application may be submitted for employment ninety (90) days from the date of the last conditional offer of employment if the applicant provides medical evidence that a physician has found no sign of alcohol or drug abuse or that the applicant had undergone prescribed treatment.
- c. Testing of personnel by a chemical analysis of a blood sample may occur when:
 - 1. Where state or federal regulations require such testing.
 - 2. Where Bertie County Emergency Services has reasonable suspicion of on-the-job impairment or intoxication in accordance with this Policy or use of alcohol or controlled substances.
 - 3. Where a staff member has been referred to treatment for alcohol and/or drug abuse, in which event the personnel shall be subject to random testing for one (1) year after he or she has returned to work. Personnel will also be required to furnish Bertie County Emergency Services with a copy of the treatment facility's prescribed after care program and proper verification of the staff member's compliance with the aftercare program or revisions thereto.
 - 4. Anytime following a motor vehicle accident, however minor, in which the employee was the operator of the vehicle. The employee will be placed on administrative leave, with pay, pending the outcome of the testing.

- d. Personnel required to submit to drug testing shall be informed of the reason for such testing. In the case of “reasonable suspicion” testing, personnel shall be given a copy of the written order from the management team member involved, including documentation of the specific objective facts constituting “reasonable suspicion” in accordance with this policy. The staff member will be requested to sign an acknowledgment that testing has been requested and that he or she consents to such testing.
- e. Personnel who refuse to sign a requested testing agreement or who refuse to submit to testing after signing the agreement shall be immediately suspended, and an investigation shall occur to determine whether the refusal was reasonable. If the refusal is found to be unreasonable, it will be treated as an intentional violation of this Policy, and may lead to discipline, up to and including termination.
- f. Testing procedures shall conform to accepted practices, and Bertie County Emergency Services may utilize an outside or contracted person or organization for this purpose.
- g. Test results shall be communicated to Bertie County Emergency Services Administration as soon as possible upon receipt of the results from the testing facility. Further:
 - 1. Copies of all documents including test results, computer printouts, graphs, interpretations and chain of custody forms may be given, at the discretion of management, to personnel upon request.
 - 2. Any staff member who, as a result of testing is found to have alcohol or illegal drugs in his or her system will be considered in violation of this policy.
 - 3. All records and information obtained by Bertie County Emergency Services regarding drug testing, requests for testing, the test results, and treatment of personnel for chemical dependency will be confidentially maintained by Bertie County Emergency Services as fully as possible, and will be used in accordance with the law. Test results may need to be shared with designated management personnel, or others on a “need to know” basis.

Background Checks

Purpose: To follow state and federal laws, and to ensure the highest degree of safety for our personnel and patients by adequately screening the background of our personnel.

Policy: Bertie County Emergency Services shall perform all necessary background checks, including criminal history, child or elder abuse history, driving record, and other required background checks prior to any service performed by a potential employee. Each employee must satisfactorily complete the background check process prior to performing any services.

Procedure:

I. Criminal History Record Background Checks

- a. Each applicant must provide necessary information required for the necessary regional state or federal criminal background check form.
- b. Bertie County Emergency Services will perform the background check, following signed acknowledgement from the applicant, giving permission for the County to run the background check. The applicant will ordinarily not be permitted to perform services until the results of the background check are received.
 1. If a criminal history record check indicates that a potential employee has been convicted (including a plea of “no contest”) of any crime that is relevant when considering employment he or she may not be eligible for employment. Additionally, any employee who is later convicted of a crime may be subject to immediate termination of employment. (Convictions for offenses will not necessarily preclude employment, but will be considered in making employment decisions based on the relevance of the conviction to the work performed).
 2. If the criminal background check returns with no record of conviction, the applicant may be permitted to perform services and may be hired.
 3. If the criminal background check returns with a record of a conviction that is relevant to preclude employment, the applicant will receive notice that he or she is precluded from employment because of the results of the criminal background check.
- c. Any applicant who does not cooperate with the criminal history records check process will not be considered for employment.

- d. In addition to cooperating with the background check, each applicant is expected to disclose, as part of their application, a list of all criminal convictions. Convictions will be considered based on factors that relate to suitability for employment in the position applied for, including the type and severity of the crime, and when the conviction occurred.
- e. Bertie County Emergency Services may periodically request that additional criminal background checks occur throughout employment. Full cooperation with such periodic checks is expected, and failure to cooperate will result in discipline.
- f. All personnel have an ongoing obligation to disclose to Bertie County Emergency Services any convictions during their employment. Personnel who fail to make such a disclosure will be subject to appropriate discipline.

II. Driving Record Background Check for All Personnel Whose Participation Involves the Operation of a Motor Vehicle

- a. Individuals with a poor driving record may not be permitted to operate Department vehicles, and will not be considered for employment. Each applicant is required to submit necessary information to Bertie County Emergency Services to enable the County to obtain a copy of the driving record. Any applicant who does not cooperate with the driver record check process will not be considered for employment.
- b. At all times during employment, personnel must meet the following criteria while operating Department vehicles:
 - 1. They must have a valid North Carolina driver's license.
 - 2. They must observe all traffic laws.
 - 3. They must not be addicted to, or under the influence of, alcohol or drugs.
 - 4. They must be free from physical or mental impairments that may adversely affect the person's ability to drive and pose a danger to self or others, if those impairments cannot be reasonably accommodated.
 - 5. If operating Department emergency vehicles, they must have successfully completed an Emergency Vehicle Operator's Course ("EVOC") of instruction.
- c. Any changes in a personnel driving record (such as conviction for speeding, or any conviction for a moving traffic violation) must be reported to a supervisor immediately. Failure to do so may result in disciplinary action, up to and including termination.

Cellular Phone Use

Purpose: To prevent distractions in the workplace and help ensure the safety of all personnel and the patients we serve.

Policy: Personal cell phones should not be used during any patient encounter, unless approved by Bertie County Emergency Services Administration

Procedure:

I. Personal Cellular Telephones

- a. Personal cellular telephones are permitted to be carried to all outlying stations, as well as on an employee's person.
- b. At no time is a personal cell phone to be used to answer or make a telephone call, send/receive texts or emails, interact on social networking sites, etc. from the time in which a unit is dispatched to a call, until the time that the call is completed and the truck is ready to return to its next call.

II. Department-Issued Cellular Phones

Cellular phones are issued by the Department to conduct business related to provision of emergency medical services in the most effective and efficient manner. Due to the nature of our business Departmental personnel who are assigned cellular phones are directed to carry and have them active at all times, with the phone in an audio on position. These phones serve as an emergency contact and communication device for immediate contact with personnel on and off duty.

- a. Department-issued cellular phones or PDAs shall be used for purposes including, but not limited to, making contact with dispatch, administration, other units, or a receiving hospital. Personal phone calls are not permitted via Department-issued cell phones, except in emergency circumstances as approved by Administration. Personal calls that cause the monthly cellular charge to exceed the customary fee will be the responsibility of the individual making the call(s) to reimburse the County for the overage charges. The Department will review the cellular phone statements monthly to assure compliance, and will notify and collect from individuals any reimbursements necessary.
- b. Personnel should not use a cellular telephone or PDA while driving. If cellular communication is necessary, the passenger should handle the telephone. If there is no other personnel available (i.e. QRV), phone use should

be limited to essential communication only, and use of a hands-free device (i.e. Bluetooth) should be used whenever possible to limit distractions.

Computer, Internet & E-Mail Use

Purpose: To maintain a respectable and ethical work environment as well as ensure the proper use of all electronic equipment.

Policy: Bertie County Emergency Services permits the proper use of computers, Internet and electronic mail in accordance with these guidelines to ensure appropriate communications and to protect the integrity and security of our information system.

Procedure:

I. Background

- a. Bertie County Emergency Services provides all employees access to the World Wide Web and encourages the use of this powerful tool for work-related research and fast retrieval of up-to-date information on a wide variety of subjects relevant to our Department's mission.
- b. The Internet is a vast, chaotic, unregulated, unorganized, confusing, and potentially dangerous place. To ensure that Internet access is used to enhance Departmental objectives and to provide a measure of control and structure as to its use, Bertie County Emergency applies the following guidelines to Internet access.

II. Permitted Uses of the Internet

- a. Internet access is a resource involving the use of Bertie County Emergency Services assets. In order to maintain network access and reduce equipment damage to the system, employees are not permitted to use County-issued computers and equipment to routinely access the internet. Each station maintains a wireless internet modem, which allows for connection of personal computers, phones, tablets, etc. to the network, without risk to the County system; however prohibited uses of the internet apply even to personal computer use while on duty.

III. Prohibited Uses of the Internet

- a. The following uses of the Internet are prohibited:
 1. Viewing and accessing sexually explicit or offensive materials, or which may be offensive, hostile or harassing with respect to anyone's race, color, national origin, ancestry, religion, sex, age, disability, political belief, military service, or any other protected class.
 2. Use of the Internet for unlawful purposes such as:

- A. Downloading or copying information (e.g., sounds, images, documents, etc.) or programs in violation of copyright and software licensing laws.
 - B. Using the Internet for unauthorized access to other computer systems.
 - C. Using the Internet to distribute or receive destructive programs (i.e., viruses and/or self-replicating code), etc.
3. Use of the Internet for personal commercial or profit-generating activities or for personal advertisements, solicitations, promotions, political material, or any other similar purposes.
 4. The downloading of programs and other executable files (without prior permission from the management), since typical work related Internet research and use should not require the download of any additional programs. Downloading programs without authorization is prohibited.
 5. Other specific violations include, but are not limited to:
 - Sending or posting discriminatory, harassing, or threatening messages or images.
 - Accessing any web sites that are pornographic in nature, including any “adult sites.”
 - Using the organization’s time and resources for personal use or pleasure without prior authorization.
 - Stealing, using, or disclosing someone else’s code or password without authorization.
 - Copying, pirating, or downloading software and electronic files without permission.
 - Sending or posting confidential material, including information about internal Bertie County Emergency Services matters.
 - Violating copyright law.
 - Failing to observe licensing agreements.
 - Engaging in unauthorized transactions that may incur a cost to the organization or initiate unwanted Internet services and transmissions.
 - Sending or posting messages or material that could damage Bertie County Emergency Service’s image or reputation.
 - Participating in the viewing or exchange of pornography or obscene materials.
 - Sending or posting messages that defame or slander other individuals.
 - Attempting to break into the computer system of another organization or person.

- Refusing to cooperate with a security investigation.
- Sending or posting chain letters, solicitations, or advertisements not related to Bertie County Emergency Services purposes or activities.
- Jeopardizing the security of the Bertie County Emergency Service's electronic communications system.
- Sending or posting messages that disparage another organization's products or services, including other EMS Providers.
- Passing off personal views as representing those of the organization.
- Sending anonymous e-mail messages.
- Engaging in any other illegal activities or assisting others to engage in such activity via the computer equipment, electronic mail or the Internet.
- Sending offensive or sexually explicit messages, or viewing websites with sexually explicit, pornographic, or offensive materials.

IV. E-Mail Use

- a. E-mail is not a private communication system that may be used freely and is subject to monitoring by Administration to ensure compliance to applicipal polices and guidelines. Personnel shall not use e-mail to send personal information or discuss private matters about anyone, including themselves.
 1. Except as may be specifically permitted under our organization's privacy policies, patient information should not be discussed over e-mail.
 2. Any defamatory, insulting, derogatory or sexually offensive remark about any person or group of persons utilizing electronic or other communication is prohibited.
 3. Any member or employee who violates this requirement may be subject to disciplinary action.
 4. Improper use of e-mail may also expose personnel to criminal charges separate and apart from disciplinary action.
- b. E-Mail use is reserved primarily for business purposes.

V. Access and Security

- a. Under no circumstances should personnel be logged in under someone else's user name or use any computer on which they have not logged in under their own name.
 - 1. When a member or an employee uses a machine not assigned to him or her, he or she should, out of courtesy, ask the permission of the employee who is assigned to that particular machine.
 - 2. For security purposes, personnel should log out of the computer system when they will be away from their desk for a prolonged period of time or use an automatic screensaver password to prohibit others from utilizing an unauthorized machine.
- b. Accessing Internet sites may identify to third parties both the user's name and the Bertie County Emergency Services' name. Appropriate caution must be exercised in accessing sites.
 - 1. Disclosing privileged and/or confidential information and offering opinions or advice over the Internet must not occur.
 - 2. Many Websites have software, which can identify the user accessing the site. When accessing sites, be aware that such access may be tagged or identified with an identifying name and the Bertie County Emergency Services name.
 - 3. The intentional access and use of Internet sites in a manner that could compromise Bertie County Emergency Services in any manner is prohibited.
- c. Bertie County Emergency Services has the ability to monitor Internet access (all messages sent, sites accessed, and information downloaded). All such information is the property of Bertie County Emergency Services. Bertie County Emergency Services reserves the right to review and disclose such records or information with or without prior notice. Computer hard drives will contain a history of sites recently visited and information (such as text and graphics) from those sites.

Conflict Resolution & Problem Solving

Purpose: To provide for an effective working relationship between staff members and to have a mechanism in place to resolve problems as they occur.

Policy: Bertie County Emergency Services will handle and resolve misunderstandings, conflicts, and complaints that may arise in a systematic and non-discriminatory manner to ensure appropriate resolution.

Procedure:

I. Conflict Resolution.

- a. When a complaint or conflict is apparent, personnel should first discuss the situation with a member of management, preferably immediately following the event or incident.
- b. Complaints received by any personnel coming from non-personnel (e.g. patients, family members, vendors, and business partners, regarding incidents of quality care and poor relations) shall be forwarded to Administration as soon as possible.
- c. The nature of the problem or complaint will be documented by the supervisor.
- d. The supervisor will conduct an investigation of the problem.
- e. In cases where the problem relates to compliance, HIPAA, or raises a question of federal or state law, appropriate management persons shall be notified.

II. Scope.

- a. Personnel are encouraged to present good faith concerns of any nature to their Shift Captain or Administration. Such concerns may pertain to any work-related subject, including the following:
 1. Scheduling conflicts.
 2. Alleged harassment.
 3. Perceived Policy violations.
 4. Perceived HIPAA or other compliance issues.
 5. Benefit or pay issues.

6. Personal conflicts among co-workers (e.g. incompatibility, or inability to work together).
7. Disciplinary actions.
8. Any perceived violation of the law, or any perceived unethical conduct.

III. Investigation Procedure.

- a. Management engaged in an investigation of any complaint will gather all appropriate information, and interview all persons involved, or believed to be involved.
- b. Personnel interviewed by management regarding a concern, complaint, suggestion, or conflict are expected to fully cooperate and offer information in a truthful manner.
- c. All attempts will be made to resolve problems in a quick and fair manner. Presenting conflicts, complaints, and suggestions is a useful mechanism to improve working conditions.
- d. Personnel offering complaints, conflicts and problems in good faith will not face retribution or retaliation.

Firearms, Weapons & Explosives

Purpose: To maintain a safe working environment by prohibiting dangerous weapons and devices in the workplace.

Policy: Personnel are prohibited from carrying firearms, weapons, explosives or other dangerous devices while on duty, or bringing such items to the workplace.

Procedure:

I. Definitions.

- a. For purposes of this Policy, “weapons” include both offensive and defensive weapons, including but not limited to, pepper spray/mace, firearms and explosives including fireworks, TASER/stun gun, black jack, switchblade, any night stick or billy club, and any knife having a blade longer than 4 inches. Weapons also includes any weapon prohibited to be carried under NCGS Chapter 14-269.

II. Standards.

- a. This Policy does not apply to law enforcement officers who are serving in an authorized law enforcement capacity.
- b. This Policy does not apply to legitimate Bertie County Emergency Services equipment and supplies that may have dangerous potential (e.g. rescue knives, needles), or may have explosive tendencies (e.g. compressed gasses).
- c. All weapons are prohibited from being on Bertie County Emergency Services property, including lockers, personal backpacks or other carrying cases while on Department property, and in Department vehicles. This also includes that no employee is to possess a firearm, weapon, or explosive in their personal vehicle while on Department property, or property granted for use by the Department by another municipality, agency, or department.
- d. If you have any question or concern about what may constitute a prohibited weapon under this Policy, you should immediately consult your supervisor.

General Compliance Policy

Purpose: To remain in compliance with all federal, state, and local rules, laws, and ordinances that relate to the provision of ambulance services.

Policy: Bertie County Emergency Services expects all personnel to conduct themselves at all times in a manner that is compliant with all laws related to reimbursement, confidentiality, and other areas.

Procedure:

I. General Standards of Care.

- a. Conduct that is dangerous to others, dishonest, immoral, illegal or abusive will not be tolerated. Violation of these standards of conduct will be grounds for disciplinary action, up to and including termination.
- b. Notwithstanding the “Progressive Discipline” Policy, Bertie County Emergency Services reserves the right to dismiss any employee or member without warning, progressive discipline, or notice, if we determine that continued employment is not in the best interests of Bertie County Emergency Services, other employees, or the people we serve. In other words, at all times, employment and membership is “at will.”
- c. Bertie County Emergency Services reserves the right to suspend an employee (with or without pay) as it deems appropriate, as part of its investigation of a staff member’s conduct. Bertie County Emergency Services reserves the right to take any action, which differs from the progressive disciplinary steps, outlined in this Handbook, including suspension and termination from employment as a first step.

II. Legal Compliance.

- a. Bertie County Emergency Services expects its personnel to refrain from conduct that may violate the federal fraud and abuse laws (i.e. Anti-Kickback Statute; False Claims Act). These laws prohibit:
 1. Direct, indirect, or disguised payments in exchange for the referral of patients.
 2. The submission of false, fraudulent, or misleading claims to any

government entity or third party payer, including claims for services not rendered, claims which characterize the service differently than the service actually rendered, or claims which do not otherwise comply with applicable program or contractual requirements.

3. Making false representations to any person or entity in order to gain or retain participation in a program or to obtain payment for any service.
4. Submitting false claims to the government by seeking payment by:
 - A. Up-coding (increasing the level of service actually rendered).
 - B. Fabricating transports (billing for transports that did not occur).
 - C. Falsifying claim information (adding false information to demonstrate medical necessity when the original documentation fails to support medical necessity).
- b. All personnel must comply with applicable antitrust and similar laws that regulate competition. Examples of conduct prohibited by these laws include:
 1. Agreements to fix prices, bid rigging, collusion (including price sharing) with competitors.
 2. Boycotts or certain exclusive dealing and price discrimination agreements.
 3. Unfair trade practices including bribery, misappropriation of trade secrets, deception, intimidation, and similar unfair practices. Personnel are expected to seek advice from Bertie County Attorney when confronted with business decisions involving a risk of violation of the antitrust laws.
- c. All personnel shall treat all other personnel, patients, family members, vendors, and business partners fairly and equitably. In accordance with the non-discrimination commitment, Bertie County Emergency Services will treat patients without regard to the race, color, national origin, ancestry, religion, sex, age, disability, political belief, military service, or any other protected class.
- d. All personnel shall be recruited, hired, trained, promoted, assigned, transferred, laid off, recalled and terminated based on ability, achievement, experience and conduct without regard to race, color, national origin, ancestry, religion, sex, age, disability, political belief, military service, or any other protected class.
- e. Personnel shall act in accordance with the “Sexual and Other Harassment” Policy,

and any form of harassment or discrimination on the basis of race, color, national origin, ancestry, religion, sex, age, disability, political belief, military service, or any other protected class will not be tolerated. Each allegation of harassment or discrimination will be promptly investigated in accordance with applicable Policies.

III. Personal Conduct.

- a. All personnel shall conduct themselves professionally at all times, with respect for fellow personnel and the public.
 1. Inappropriate conduct, including intimate, sexual, affectionate, or other behavior between individual employees, or outside persons (as defined in the “Sexual and other Harassment” Policy) while on Bertie County Emergency Services premises or while engaged in Bertie County Emergency Services activities is prohibited.
 2. Such inappropriate conduct seriously undermines our ability to function and to maintain a cordial and professional atmosphere.
 3. If the personal conduct or relationships between personnel causes others to feel uncomfortable or make it difficult for them to function, then the conduct creates a particularly difficult situation for morale, discipline, and the ability to work together as a team. This type of behavior cannot be tolerated.
- b. All policies within this Handbook that relate to personnel conduct shall be followed, including standards contained within this Policy.
- c. The following conduct shall not be tolerated. This list is not all inclusive and simply provides examples of prohibited conduct, each of which may be grounds for discipline:
 1. Calling someone a derogatory name.
 2. Excessive use of profanity.
 3. Display of sexually explicit literature, photographs, movies, videotapes or computer images.
 4. Use of pornographic material (such as magazines) or use of pornographic devices or paraphernalia on Bertie County Emergency Services premises or its vehicles.

5. Internet access and viewing of sexually explicit web sites.
6. Sending sexually explicit or offensive e-mail messages, notes or letters.
7. Watching sexually explicit or offensive television programs or videotapes while on Bertie County Emergency Services premises.
8. Unwelcome physical contact with another person, or purposely detaining or restricting another person's movement.
9. Exhibiting inappropriate outward personal affection of a sexual nature toward another employee, or outside person.
10. Telling jokes or stories that are based on race, color, national origin, ancestry, religion, sex, age, disability, political belief, military service, or any other protected class.
11. Posting sexually explicit or otherwise offensive material on bulletin boards or walls.
12. Violation of the non-discrimination commitment and the "Sexual and Other Harassment" Policy.
13. Wearing inappropriate clothing that is sexually provocative or distracting to others so as to interfere with their ability to function.
14. Tampering with another person's time record, work papers, or personal belongings and/or in any way falsifying personnel records (including time cards, job application or other work records).
15. Falsifying patient records.
16. Removing or discarding records, material, or other property from the premises without permission.
17. Any other type of theft or inappropriate removal or possession of property.
18. Having intimate personal relations with other employees or any outside person while on Bertie County Emergency Services premises, in its vehicles, or while engaged in its activities.
19. Fighting with or threatening others.
20. Defacing another person's personal effects.
21. Gambling on Bertie County Emergency Services property, in its

vehicles or at its functions.

22. Possession of weapons on Bertie County Emergency Services property or in its vehicles (except for approved work knives, or other exception as outlined in the “Firearms, Weapons and Explosives” Policy).
23. Abuse, unprofessional behavior, insubordination, or disrespect to patients, family members, or other employees, or supervisors.
24. Accepting tips or gratuities from patients, family members of patients, or gifts of significant value.
25. Solicitation or distribution in violation of the no solicitation and distribution rules.
26. Unauthorized or careless use or, malicious destruction or damage of property, tools or vehicles.
27. Unlawful or unauthorized release of confidential patient or proprietary information.
28. Unlawful or unauthorized manufacture, distribution, dispensation, possession, sale, transfer or use, of any controlled substance or alcohol on Bertie County Emergency Services property or while performing Bertie County Emergency Services duties.
29. Reporting to work or working under the influence of alcohol, illegal drugs or a legal drug that adversely affects safety or job performance.
30. Poor or unsatisfactory work performance or conduct.
31. Disorderly conduct or boisterous or disruptive activity such as but not limited to horseplay in the workplace.
32. Violation of established safety rules (including smoking rules).
33. Unreported or excessive absenteeism or tardiness.
34. Gossip about fellow employees or management.
35. Failure to report a workplace accident or damage to Bertie County Emergency Services property.
36. Refusal to accept a job assignment.
37. Creating unsafe or unsanitary conditions.

- 38. Use of computer equipment for personal use without permission.
 - 39. Any other unauthorized use of telephones, mail system, or other Bertie County Emergency Services-owned equipment.
 - 40. Violation of personnel policies.
- d. Personnel should exercise care to ensure that intellectual property rights, including patents, trademarks, copyrights, and software are carefully maintained and managed to preserve and protect its value.
 - e. Salary, benefits, and other personal information relating to personnel shall be treated as confidential. Personnel Files, payroll information, disciplinary matters, and similar information shall be maintained in a manner designed to ensure confidentiality in accordance with applicable laws. Personnel will exercise due care to prevent the release or sharing of information beyond those persons who may need such information to fulfill their job/position.

IV. Monitoring Compliance.

- f. Bertie County Emergency Services shall monitor itself and all of its personnel to ensure compliance with the applicable state and federal statutes and regulations, including filing reports of improper conduct, where applicable.

Illness in the Workplace

Purpose: To comply with state and federal laws regarding absences and ability to work involving illness of a staff member.

Policy: Bertie County Emergency Services will permit personnel with certain illness and/or disease to continue to work, so long as their condition does not affect patient care and they can continue to perform the essential functions of the job, with or without reasonable accommodation.

Procedure:

I. Standards.

- a. Personnel with life threatening illnesses, such as cancer, heart disease, and AIDS, often wish to continue their normal pursuits, including work, to the extent allowed by their condition.
- b. Bertie County Emergency Services supports these endeavors as long as personnel are able to meet acceptable performance standards, and not affect patient care or jeopardize the well-being of fellow personnel.
- c. As in the case with any disabilities, Bertie County Emergency Services will make reasonable accommodations in accordance with all legal requirements, to allow qualified personnel with life threatening illnesses to continue to perform their jobs.
- d. Bertie County Emergency Services will take reasonable precautions to protect confidential medical information received by personnel concerning their health condition from inappropriate disclosure and/or access. Managers and supervisors have a responsibility to respect and maintain the confidentiality of employee medical information, but it may also be necessary to have the ability to review the information to the extent reasonable accommodations may be made to properly deal with returning to work issues, or to determine if continued service is possible.

II. Inapplicability.

- a. This Policy is not intended to apply to personnel with temporary or minor contagious or communicable diseases (e.g. flu, cold). Persons with such types of infectious disease that could easily spread to other personnel or patients should refrain from working until their condition improves.
- b. This Policy is also not intended to cover any illness that is contagious to the extent that patient care or the well-being of other personnel may be jeopardized.

Inclement Weather

Purpose: To ensure adequate emergency response 24 hours a day, 7 days a week, 365 days a year, regardless of weather conditions.

Policy: Bertie County Emergency Services requires all personnel to report for their scheduled shift no matter what the weather conditions.

Procedure:

I. Standards.

- a. As a public safety service organization, Bertie County Emergency Services is committed to providing continuous and quality service to our community at all times.
- b. Unfortunately, weather conditions (snow or ice) or natural disasters (earthquake or hurricane) can make the commute to work difficult and time consuming.
- c. Unless otherwise notified, all personnel are expected to report to work regardless of the weather conditions, and Bertie County Emergency Services will attempt to operate under our normal work schedules in all weather conditions.
- d. During inclement weather, personnel should plan ahead and allow sufficient time for a safe trip to work.
- e. In times of serious weather conditions, at the discretion of management, these requirements may be relaxed, and on-duty employees may be required to remain on duty until replacements can safely arrive at work.
- f. During times of severe weather (i.e. hurricanes, tornadoes, etc.), Administration reserves the right to suspend responses if sustained wind speed exceeds 50mph, or if road conditions become too treacherous for safe travel (i.e. ice, snow, etc.). This decision is made solely at the discretion of the Department Administration, at no time is a member authorized to suspend response without direct order from Administration.

Issuance and Use of Department Equipment

Purpose: To provide a safe and effective work environment with equipment that remains in good working condition.

Policy: Bertie County Emergency Services will not tolerate misuse or misappropriation of Department equipment, as respect for Department equipment is expected at all times.

Procedure:

I. Bertie County Emergency Services Property

- a. Any Bertie County Emergency Services property issued to personnel, such as keys, pagers, radios, gas cards, or uniforms, must be returned prior to receipt of any final paycheck.
- b. Personnel may be responsible for paying for any lost or damaged items, as well as for any unreturned items at the time of separation from service. "Damaged items" are items damaged beyond what would be expected with normal "wear and tear."
- c. No item purchased or supplied by Bertie County Emergency Services should be removed from the premises without express written authorization of a supervisor. Further:
 1. Personnel found possessing any Bertie County Emergency Services property without express written authorization may be subject to discipline, up to and including termination.
- d. It is the responsibility of all personnel to understand the equipment needed to perform his or her duties. All personnel must remember that:
 1. Good care of any equipment used during the course of employment, as well as the conservative use of supplies, will benefit Bertie County Emergency Services.
 2. If equipment is not working properly or in any way appears unsafe, or damaged, personnel are to notify a supervisor immediately so that repairs or adjustments may be made.
 3. Any knowledge of misuse or damage to Bertie County Emergency Services property shall be promptly reported to a supervisor.
- e. Personnel of Bertie County Emergency Services work with delicate and expensive equipment. Care must be taken in handling and using such equipment. Personnel will be held responsible for equipment caused by carelessness, misuse, or neglect, and will be responsible for reimbursement for replacement or repair costs, and could be subject to discipline.

II. Controlled Substances and Pharmaceuticals.

- a. Bertie County Emergency Services has in its control, and has general access to controlled substances, narcotics, and various other drugs that are carried in the ambulances and administered under appropriate circumstances, by approved and certified personnel.
- b. Under no circumstances shall personnel take from Bertie County Emergency Services, misappropriate, or otherwise distribute, steal, sell, or inappropriately administer (to self or others) these controlled substances.
- c. Persons found in violation of this provision will be subject to immediate discipline, up to and including termination. Additional penalties may include discipline by the state regulatory agency including loss of certification. Refer to the Narcotics Policy in this document, Protocols, Policies, & Procedures for additional information regarding Narcotics.

III. Bertie County Emergency Services Equipment.

- a. Personnel must treat all equipment including vehicles, tools, devices, and other items in ambulances and in the station with respect and care.
- b. Equipment shall only be used for its intended purpose.
- c. “Clowning around” or horseplay with equipment will not be tolerated, as much of the equipment is both expensive and/or dangerous.
- d. Misuse and wasting of equipment and supplies will not be tolerated.
- e. Personnel shall ensure that ambulances are stocked, that equipment is in working order, and that supplies are checked at the beginning of each shift and are replaced prior to the end of shift.

Lockers

Purpose: To regulate the use of Department owned lockers for the safety of staff and to prevent contraband and dangerous materials from entering the workplace.

Policy: Bertie County Emergency Services may provide lockers for use by staff members under certain conditions, but those lockers may be subject to search to ensure the safety of everyone.

Procedure:

I. Standards.

- a. Lockers may be provided to staff members while on-duty.
- b. Staff members will provide their own lock for the locker, which must be removed at the end of their shift.
- c. Lockers must be kept neat and clean. Additionally:
 1. All Personal belongings shall be removed at the end of the shift.
 2. Food should not be stored in lockers.
- d. The Department reserves the right to inspect lockers without notice for any legitimate business related reason, including searching for contraband, alcohol, drugs, weapons, or organization property that may have been improperly obtained.
- f. Staff are reminded that lockers are Department property and staff members should have no expectation of privacy when it comes to locker use.

Non-Fraternization

Purpose: To maintain a professional work environment dedicated to providing the highest level of patient care possible with minimal interference from personal relationships.

Policy: Personal relationships among co-workers must not enter the organization in any manner that interferes with work or creates potential conflicts among our staff.

Procedure:

I. Standards.

- a. Personal relationships between employees outside of work can often have an adverse effect on the working relationship. Uncomfortable strain, allegations of sexual harassment, and other workplace distractions are all negative side effects of a personal relationship that may occur among employees outside of the workplace.
- b. Bertie County Emergency Services recognizes that it cannot specifically dictate how its employees may act outside of the workplace. Bertie County Emergency Services discourages personal romantic relationships among employees to the extent that such activity has an effect on the workplace.
- c. In the interest of maintaining a professional atmosphere in the workplace, Bertie County Emergency Services discourages romantic relations among personnel. However, in the event that a romantic relationship exists, the following activities are prohibited:
 1. Dating activities on Department time or Department property.
 2. Use of Department property to arrange dating activities.
 3. Hand holding, kissing, hugging, sexual comments and other behavior generally associated with a dating or romantic relationship on Department time or Department property.
 4. Failure to report to management personal relationships involving personnel at different levels of the organizational structure.
- d. To the extent that a dating relationship or romance occurs among two employees, and the relationship interferes with the ability to perform job duties, or leads to a breach of our professional standards or inappropriate behavior, one or both of the employees involved in the romance may be subject to discipline, change in scope

of job duties, or dismissal.

- e. In general, Bertie County Emergency Services will not permit two staff members involved in a romantic relationship to work together directly, or for one person to supervise the other person.

Call Back Notification

Purpose: To maintain adequate staffing Bertie County Emergency Services may need to call personnel to report to work when multiple vacancies occur on a shift.

Policy: Bertie County Emergency Services will utilize the EMS Manager scheduling software built-in messaging to contact BCES personnel, as well as using phone, email, and text messaging when multiple personnel are needed to be called in for duty.

Procedure:

- A. When an on-coming shift is going to be down 2 personnel due to call outs the on-duty Shift Captain or Administration will utilize EMS Manager to being working on finding replacement coverage.
- B. Personnel receiving a notification via phone, cell phone, text message, and/ or email will contact the on-duty supervisor within 30 minutes of the notification to make him/her aware of their availability.
- C. Personnel are responsible to make sure their contact information is up to date. This includes cell phone provider.

Patient Relations

Purpose: To maintain a positive image and maintain good standing with our patients and the community that we serve.

Policy: All personnel shall be good ambassadors for the goodwill of Bertie County Emergency Services and treat others with respect and dignity at all times.

Procedure:

I. Standards.

- a. Personnel must act competently and deal with patients and their families in a professional, courteous, and respectful manner. The way we perform our individual jobs presents an image reflective of our entire organization.
- b. Personnel shall communicate pleasantly and respectfully with other personnel, patients, family members, vendors, health care associates and business partners at all times. Positive relations not only enhance the public's perception or image of Bertie County Emergency Services, but also pay off in loyalty and future service requests.
- c. Personnel are expected to follow-up on orders and questions promptly, provide professional replies to inquiries and requests, and perform all duties in an orderly manner. Serving the best interests and needs of all patients is our ultimate goal.
- d. Personnel should take great pride in the work they do, and to perform at the best level possible. Individual behavior and professionalism, as well as that presented by Bertie County Emergency Services, is important for all persons with whom we deal.

II. Patient Care.

- a. Personnel must treat all patients equally and without respect to race, color, national origin, ancestry, religion, sex, age, disability, political belief, military service, or any other protected class.
- b. Personnel must provide patients, family members, and others with the highest degree of care they are certified to provide and as appropriate to the situation. At no time shall any personnel be expected to perform a service that he or she is not qualified to perform.
- c. Personnel shall follow all relevant patient care procedures. Following these standards helps to assure that the highest level of patient care is provided.

III. Patient Requests and Complaints.

- a. Patient requests and complaints shall be handled in a professional and courteous manner. Nothing is more important than being courteous, friendly, helpful, and prompt in the attention given to patients, since that is the way in which Bertie County Emergency Services will be judged.
- b. Patient requests for information should be handled in accordance with HIPAA release of information policies.
- c. Patient requests (or refusals) during care and/or transport shall be made in accordance with relevant patient care policies and applicable protocols.
- d. In all cases, HIPAA considerations must be evaluated. When possible, a Shift Captain or member of Administration should be contacted, who should field the request or complaint. To the extent that these persons are not available, the staff member should record the information from the caller, and make sure that the appropriate personnel is notified.
- e. Efforts should be made to make management aware of such a complaint as soon as possible, so that quick resolution may be made. Additional information on handling patient complaints can also be found as part of the “Conflict Resolution and Problem Solving” Policy.

IV. Patient Bill of Rights.

- a. In dealing with patients and in rendering care, all personnel are expected to respect the patient's rights, and to provide medical care and transportation at all times in accordance with certain rights. Failure to do so is a basis for discipline, up to and including dismissal.
- b. Patients have the following rights:
 1. To receive respectful care given by competent personnel.
 2. To receive every consideration of his or her privacy concerning medical care. Case discussion, examination and treatment are considered confidential and should be conducted as discretely as possible.
 3. To have all records pertaining to medical care treated as confidential, except as otherwise provided by law.

4. To receive quality care and high professional standards that are continually maintained and reviewed.
5. To expect emergency procedures be implemented without delay.
6. To refuse drugs, treatment or procedures offered to the extent permitted by law, and to be informed of the medical consequences of the refusal of any drugs, treatment, or procedure.
7. To receive medically appropriate services without discrimination based upon race, color, national origin, ancestry, religion, sex, age, disability, political belief, military service, or any other protected class.
8. To receive appropriate pre-transport assessment, evaluation and treatment; careful handling, preparation, and monitoring of conditions, including thoughtful regard for those individuals associated with the patient; attention to all medical needs during transport; and a comfortable, safe ride to the acute care facility of their choice or the most medically appropriate facility.
9. To be served with state of the art, strictly maintained, and properly functioning emergency medical equipment, including the ambulance, stretchers, and portable equipment.
10. To receive professional, cheerful and attentive service throughout the course of the transport.

Privacy and Security of Patient Information

Purpose: To remain in compliance with all state and federal laws designed to protect the privacy, confidentiality, and security of patient information.

Policy: All personnel shall maintain the confidentiality of patient and other confidential information in accordance with applicable legal and ethical standards.

Procedure:

I. Background.

- a. Bertie County Emergency Services and its personnel are in possession of, and have access to, a broad variety of confidential, sensitive, and proprietary information. Inappropriate release of this information could be injurious to individuals, business associates, and Bertie County Emergency Services itself. All personnel have an obligation to actively protect and safeguard confidential, sensitive, and proprietary information in a manner designed to prevent the unauthorized disclosure of such information.
 1. All personnel have an obligation to conduct themselves in accordance with the Health Insurance Portability and Accountability Act (HIPAA), and Bertie County Emergency Services' Policies that have been enacted to address patient confidentiality. Personnel are advised to consult appropriate HIPAA Policies or Administration for additional information.
 2. There shall be periodic training on patient privacy issues and all personnel are expected to become familiar with all patient privacy policies in addition to those contained in the Handbook.

II. Privacy.

- a. Information pertaining to a patient's medical situation may generally only be shared with other health care professionals involved with the treatment of the patient. Information may also be shared for other limited purposes, such as payment activities and health care operations, or other purposes specifically permitted by law, in accordance with Bertie County Emergency Services policies regarding the privacy of patient information.
- b. At no time, should a patient's information including, but not limited to, name, age, condition(s), address, sex, race, or other identifying information be released in any form to any type of social media network, print, television, or other media source.

III. Security.

- a. Much of the patient information that we collect is maintained on computers and stored and transmitted electronically. In order to preserve the integrity of that data and protect the confidentiality and security of this patient information, personnel must follow all applicable computer use and data security policies.

IV. Privacy/Security Officer.

- a. Bertie County Emergency Services Clinical Affairs Officer has been appointed as the member who is responsible for overall Privacy and Security Policies. If you have any questions about the use or release of any patient information, you should contact the Clinical Affairs Officer.

Release of Information to Media

Purpose: To prevent the inappropriate release of confidential patient information and other confidential Department information to the media, and to ensure a consistent approach to media relations.

Policy: As a general rule, only designated personnel may contact or speak with the media or release information to members of the media. All personnel shall refer any media requests for information to the designated person within the organization to handle media requests.

Procedure:

I. Standards.

- a. Personnel may from time to time, receive media inquiries from various news/media agencies, including:
 1. Newspapers and television stations, for reporting a rescue, accident response, fatality, or reporting on EMS activity, or general “coverage” of EMS.
 2. Magazines or periodicals, interviewing personnel related to incidents or general EMS issues of interest to the public.
- b. When contacted by the media you must notify management with general information about the nature of the request and contact information for the reporter/writer. When contacted by the media you should refer the request to management.
- c. All communication with the media must be approved by management. When approved, personnel may discuss general topics of interest and ambulance and EMS related issues with the media. In talking with the media about non-patient or organization specific issues, all personnel should follow the following guidelines:
 1. Refrain from giving an “off the record” comment. Never consider any comment as “off the record.”
 2. The following types of information should NEVER be released:
 - A. Patient-specific information, including names, addresses, assessment of injuries, treatment provided, and history/diagnosis. As a covered entity, we are bound by HIPAA to preserve patient

confidentiality. Release of patient-specific information to the media is not permitted.

- B. Information that may be prejudicial to law enforcement investigations (e.g. “I think the driver that caused the accident was drinking alcohol”).
 - C. Information that is not known for certain such as subjective or your “opinion” (e.g. “The car must have been speeding at the time of the accident”).
 - D. Information that may be an invasion of privacy, such as suicide information, AIDS status, overdose, psychiatric transport, cause of death.
- 4. Personnel are encouraged to respond to requests for media interviews to discuss your job, your role as an EMT, and your experiences at Bertie County Emergency Services. As long as patient information is not discussed, the name of Bertie County Emergency Services is not placed in a negative light, and confidential business information is not released, such interviews will generally be approved and permitted. All requests for media interviews must be approved by Administration prior to the interview.
 - 5. In any situation where an interview becomes uncomfortable, you are free to stop it at any time. You are not required to talk to members of the media. You are also free to completely refrain from speaking to the media about any topic at all.
- c. We must balance providing the public with information about the services we provide against the individual rights of the patient to keep their medical information confidential. We fully respect the right of the public to know about our activities as we are a public agency subject to public scrutiny, but we can provide information to the public only to the extent that the law allows us.

II. Specific Standards for Dealing with Media Requests for Patient Information.

- a. General information about a response may be released, provided that patient identifying information is not offered. For example, acceptable releases include:
 1. Name of hospital. You may provide the name of the hospital to which patients have been transported. (Acceptable Example: The media calls about “the accident at Third and Main earlier this afternoon.” You may inform the media “a patient was transported from the accident scene to County General Hospital.”). **THE NAME OF THE PATIENT SHOULD NOT BE RELEASED TO THE MEDIA.** It is not appropriate for us to confirm or deny the identity of a patient. Requests for patient identity should be directed to a law enforcement agency or to the hospital. Law enforcement agencies are not subject to the strict requirements of protecting patient information as we are under HIPAA.
 2. Number of patients. You may provide the total number of patients involved in an accident or transported to a facility. You may not indicate specifics about the vehicle a patient was driving or which patient went to a particular facility. (Acceptable Example: You may inform the media that “four patients were transported from the fire at the XYZ Chemical Factory. Two were taken to County General Hospital and two were taken to the Regional Medical Center.”)
 3. Age & Gender. You may provide the age of a patient and the gender of the patient, unless it could reasonably be used to identify the patient. (Acceptable Example: You may inform the media “a 39 y/o male was transported from the accident on the Interstate.” You would not want to disclose to the media “a 39 y/o male was transported from 124 Main St.” since this information can be used to determine the identity of the patient.)
 4. Designation of crew members. The designation of crew members as paramedics or EMTs is not protected health information. You may state, for example, that one paramedic and two EMTs were involved in caring for the patients involved in a motor vehicle accident. (You could identify the names of the personnel who responded, but some services prefer not to release this information). You are not permitted to describe the specific type of care rendered to patients at the scene or on the way to the hospital. Nor may you speculate on what injuries a patient may or may not have

sustained. (Acceptable Example: “Personnel on the scene of the incident included two paramedics and a supervisor and advanced life support was administered.”)

5. Type of Transport. You may indicate that a particular call was an emergency and that transportation was facilitated by ambulance or helicopter. Do not speculate on the patient’s condition even if you are sure of that condition. (Acceptable Example: “Of the 3 patients on the scene of the incident, one was transported by helicopter to the ABC Trauma Center and two were transported as non-emergency patients to the local hospital emergency department.”)
6. Non-PHI. Information that is not classified as PHI may be released to the media consistent with Policy and state law. For instance, information about a fire response or a standby that did not involve patient care may be released to the media, as may general information about an event. (Acceptable Example: “We treated 45 patients during the two-day festival, and 6 were transported to local hospitals for various heat-related complaints”).
7. Disclosures Authorized by the Patient. In the event that the patient or the patient’s legally responsible decision maker signs a HIPAA authorization form, disclosures of information, including PHI, may be made so long as they are done in accordance with the express terms of the written authorization. Authorization forms for this purpose must be HIPAA-compliant and must be approved by Clinical Affairs Officer and Administration.

- b. If at any time you are unclear about whether information may be disclosed to the media, always err on the side of caution and do not disclose.

Scheduling (Work Hours, Vacation, Trading Shifts)

Purpose: To ensure adequate emergency response and ambulance service 24 hours a day, 7 days a week, 365 days a year with the necessary complement of professional personnel.

Policy: Bertie County Emergency Services requires you to arrive on time for your scheduled shift, or contact the on-duty supervisor as to why you are unavailable to report as assigned. Personnel should arrive in full regulation uniform.

Procedure:

I. Standards.

- a. Bertie County Emergency Services reserves the right to schedule personnel at any time, or change the schedule in accordance with operational needs and demands.
- b. Bertie County Emergency Services will develop a staffing schedule on a monthly basis utilizing EMS Manager web based software. All scheduling will be done via this tool.
- c. No more than 2 employees will be scheduled off at one time from EMS, 1 from NET.
- d. New employees will generally not be granted vacation leave for the first 3 months of employment, unless cleared by Administration during the initial hiring process.
- e. It is your responsibility to arrive for work in complete uniform for your scheduled shift, unless:
 1. A pre-approved request for vacation has occurred:
 - A. All requests for vacation shall be made through EMS Manager no later than 2 weeks prior to the first day of the time being requested. Vacation is not guaranteed, and is instead based on availability of coverage.
 2. The scheduled personnel has arranged for coverage with another person subject to the following:
 - A. When arranging coverage with another person, equal “swapping” or trading shall occur. Personnel shall not expect another person to cover part or an entire shift without covering an equal amount of time for

that other person. Swaps will be arranged through EMS Manager at least 1 week prior to the first day of the trade.

- B. The shift swap and pay back must occur in the same week.
 - C. Shift trades in coverage must be made between persons who are equally credentialed, i.e. Paramedic for Paramedic or EMT-Basic for EMT-Basic.
 - D. Shift Captains or Administration must be advised of any and all trades as promptly as possible. The Department reserves the right to refuse to permit a swap to the extent that it will pose scheduling or other personnel conflicts.
3. The scheduled person is working light duty due to an illness, injury, or medical condition. Light Duty requests and approval area as follows:
- A. The purpose of light duty is to provide an appropriate duty station for personnel unable to perform normal work requirements as an Emergency Services employee due to an illness, injury, or medical condition. Light duty will assist personnel who may be out for a long recuperation period and require additional time prior to returning to full duty without having to exhaust all available leave time.
 - B. Light Duty can be requested for recuperative period including but not limited to”
 - Major Surgical recuperation period
 - Fracture of a major bone
 - Pregnancy
 - Other conditions/situations as may be determined.
 - C. Personnel may request light duty by a written request to the EMS Division Chief, through the chain of command. The written request shall include:
 - Medical condition requiring light duty
 - Written confirmation of condition by their primary care physician to include medical necessity for light duty and the extent of physical exertion permitted by the physician.
 - Time period light duty will be necessary.
 - Light duty may be granted on a case-by-case basis after review by the Division Chief, Emergency Services Director, HR Director, and concurrence with the County Manager. Light duty situations will be reviewed on a monthly basis.

- Extensions of light duty must be requested and approved prior to the expiration of the original request.
- Light duty will be granted only if sufficient tasks are available to keep the individual reasonably busy.
- Dress while on light duty shall consist of uniform or business casual attire.
- Light duty will be scheduled at the discretion of management, and will not exceed the hours normally scheduled by the individual.
- Overtime/Compensatory time is not allowed while on light duty.
- **Light duty is a privilege, not a requirement of the department and it may be terminated at any time without cause or notice.**

D. From time to time, it may be necessary for personnel to be absent during a scheduled shift. Bertie County Emergency Services is aware that emergencies, illnesses or pressing business that cannot be rescheduled in advance of a scheduled shift may arise. If you are unable to report for a shift or you must arrive late, and you are unable to obtain coverage, you must contact the on duty Shift Captain, or EMS Division Chief immediately with at least two (2) hours' notice. For additional employee related information on absenteeism, please consult the "Absenteeism and Tardiness" Policy.

E. Because all personnel must be alert and able to perform their job and ready to perform their duties, personnel that are not well rested, or are physically unable to perform their duties as a result of exhaustion may be sent home and may be subject to discipline. For additional information concerning the obligation to report to duty well rested, please see the "Reporting to Work Well Rested" Policy.

F. Shift times are:

- 0700-0700 for 24-hour EMS units
- 0600-0600 for 24-hour NET units, and
- 0830-1630 for daytime NET units

G. Employees should plan off-duty appointments and events so as to allow themselves the ability to get off work late without undue disruption to their plans. Due to the nature of Emergency Services work, we can never ensure that employees can leave at the end of their scheduled

shift.

- H. In the event that an employee's relief will be late, or has called out and no coverage is available, an employee must contact Administration to notify them if they are unable to stay past the end of their scheduled shift. At no point does any field employee have the ability to remove a unit from service without the direct authorization of Administration.

Schedule Requirements for Part-Time Staff

Purpose: To ensure that adequate coverage is maintained and that all part-time personnel are available to work a fair amount of time with the Department.

Policy: Part-time employees with Bertie County Emergency Services will be **required** to submit 24 hours of availability to EMS Manager (see g – f below) and work a minimum of 12 hours when scheduled. (Special event coverage is not included)

Procedure:

- I. Standards
 - a. Available shifts are continuously posted within EMS Manager, allowing staff the ability to sign-up for open shifts at any time.
 - b. Part-time employees are expected to submit their availability into EMS Manager by the 15th of the month, preceding the month to be scheduled (i.e. August 15th for September schedule).
 - c. The primary scheduler will make every effort to have the schedule posted by the 20th of each month.
 - d. Once a part-time employee is scheduled for a shift they are responsible for finding coverage for that shift if for any reason, other than a sudden illness, they cannot work that particular shift. Phone numbers are found in the Member Database within EMS Manager.
 - e. Part-Time employees are allowed to swap shifts with other part-time personnel at the approval of the scheduling supervisor or the supervisors of the affected shifts.
 - f. The only exception to this policy is having a valid medical excuse with a signed doctor's note indicating the employee cannot perform the required job requirements of an Emergency Services employee.
 - g. Failure to meet the 12 hour minimum requirement for consecutive months may result in disciplinary action up to and including termination of part-time employment with Bertie County Emergency Services
 - h. Schedule: <http://www.emsmanager.net/bertie>

Sexual and Other Harassment

Purpose: To maintain a work environment that is free of discrimination and harassment in accordance with applicable law.

Policy: Bertie County Emergency Services will have “zero tolerance” when it comes to any behavior that rises to the level of unlawful discrimination or unlawful harassment.

Procedure:

I. Harassment Prohibited.

a. General Prohibition on Discrimination and Harassment.

1. All personnel shall respect the rights, opinions, and beliefs of others. Harassment of, or discrimination against, any person by anyone (regardless of their position) because of a person's race, color, national origin, ancestry, religion, sex, age, sexual orientation, disability, political belief, military service, or any other protected class, is strictly prohibited, whether directed at an employee, a volunteer, or at a member of the community.
2. Harassment outlined in this Policy is prohibited whether or not it also violates federal or state law.

b. Sexual Harassment.

1. Sexual harassment may include *any* unwelcome sexual advance, requests for sexual favors, and other verbal or physical conduct of a sexual nature.

These requests, advances, or sexual conduct constitute unlawful *sexual harassment* when:

- A. Tolerating the conduct is a condition of employment or condition of participation in Bertie County Emergency Services activities.
For example:

The submission to the improper conduct is made a term or condition of employment or participation in Department activities (Example: Employee is told by a supervisor that she should date him in order to get a good performance review).

- B. The conduct has adverse consequences on the individual. For example:

The submission to or rejection of the harassing conduct is used as a basis for employment or membership decisions affecting the individual (Example: Employee refuses sexual advances or legitimately complains of improper conduct and is assigned a work schedule that is designed to be intolerable).

- C. The conduct offensively interferes with the individual's performance or ability to function in their position. For example:

The conduct has the purpose or effect of unreasonably interfering with performance by creating an intimidating, hostile, or offensive environment (Example: Female member feels sick when she comes to the station because whenever she is there, a male staff member (or members) frequently makes comments about her body parts or physical attributes).

2. Sexual harassment is prohibited. That is:

- A. No one may threaten or imply that submission to or rejection of sexual advances will in any way influence any decision about employment or membership, duties, assignment, or other terms or conditions of employment or membership.
- B. No one may take any personnel action based on a staff member's submission to or rejection of sexual advances.
- C. No one may subject another person to any unwelcome conduct of a sexual nature. Some examples of unwelcome conduct of a sexual nature include:
- Unwelcome physical conduct, such as touching, restraining, blocking, staring, making sexual gestures, exposing private body areas to others, and making or displaying sexual drawings, photographs, videotapes, DVDs or other pornographic materials.

- Unwelcome verbal conduct, such as sexual propositions, sexual slurs and insults, comments about private body areas (such as breasts and genitals), jokes with sexually-oriented content and other sexual comments.
- Intentional receipt or transmission of pornographic or sexually explicit jokes, photographs, cartoons, or other material via computer equipment from or through the Internet or via electronic mail.
- No one may engage in consensual or non-consensual conduct of a sexual nature in Bertie County Emergency Services vehicles or on any Bertie County Emergency Services property.
- No one may engage in non-sexual touching that could be perceived or otherwise lead to more intimate sexual conduct, including giving backrubs and other treatment that involves touching.

c. Other Harassment.

1. No one may harass anyone because of that person's race, color, national origin, ancestry, religion, sex, age, sexual orientation, disability, political belief, military service, or any other protected class. Examples of conduct prohibited by this Policy include using racial and ethnic slurs or offensive stereotypes and making jokes about these characteristics.
2. Physical harassment is prohibited, including but not limited to:
 - A. Kissing, patting, touching, bumping, or other unwanted contact.
 - B. Unsolicited shoulder/body massages.
 - C. Touching or adjusting the clothing of another
 - D. Blocking passageway or cornering a person so they cannot move even if it is just for a brief moment.
 - E. Involuntary seclusion, such as barring the staff member from contact with other crew members while at the station.
 - F. Physical Assault/Rape.
3. Verbal harassment is also prohibited, including, but not limited to:

- A. Obscene noises (grunting, panting, whistling, barking, etc.).
- B. Offensive sexual, racial, or religious comments.
- C. Offensive reference to or naming of body parts with nicknames.
- D. Sexual rumors, innuendos, or inquiring about a person's sexual activity.
- E. Any visual harassment that may accompany (or stand alone) from verbal harassment, including staring at body parts, use of crude notes or gestures, or sexually implicit pictures.
- F. Pestering for a date or personal information/failing to take "no" for an answer.

II. Making Complaints and Reporting Violations.

- a. Personnel who believe they are a victim of harassment are requested and encouraged to make a complaint to any administrator of the Department to whom they may feel comfortable making the complaint, or directly to Human Resources. All personnel are encouraged to report any incident or conduct that is perceived as being in violation of this Policy. Reporting may be verbal or written.
- b. You are not required to first complain to the person who engaged in that conduct, although telling the person engaged in the conduct that their behavior is not welcome or asking them to stop the behavior is a good idea.
- c. Personnel who observe harassment of another staff member are requested and encouraged to report this observation. No reprisal, retaliation, or other adverse action will be taken against any member or employee for making, in good faith, a complaint or report of harassment, or for assisting in good faith in the investigation of any such complaint or report. Any suspected retaliation or intimidation should be reported immediately to any supervisor or manager.
- d. Bertie County Emergency Services will promptly, thoroughly, and impartially investigate any complaint or report of a violation of this Policy. Additionally:
 - 1. Bertie County Emergency Services will protect the confidentiality of information involving individuals involved in harassment allegations to the greatest extent possible. Such information may be shared with those who have a need to know, such as key management personnel and

other essential persons involved in the investigation.

2. Investigations will include interviews of persons believed to be involved, or with potential knowledge of the event, and shall include a full report on each investigation, retaining the confidentiality of all such persons involved where possible.

III. Penalties for Violations.

- a. Bertie County Emergency Services will take prompt remedial and possibly disciplinary action if the investigation shows a violation of this Policy. Disciplinary action may include verbal or written warning, suspension, or termination from employment.
- b. A complaint or report that this Policy has been violated is a serious matter. Dishonest complaints or reports not made in good faith are also against this Policy, and appropriate disciplinary action, up to and including termination of employment will be taken if the investigation shows that deliberately dishonest and bad faith accusations have been made against another staff member.

IV. No Reprisals.

- a. Persons who report a suspected instance of unlawful harassment or discrimination shall not be subject to reprisals, retaliation, retribution or other negative treatment.
- b. Any person who retaliates against a good faith reporter will be subject to discipline, up to and including termination of employment.

Smoking and Tobacco Use

Purpose: To maintain a healthy, clean, and safe environment for all personnel, patients, and visitors.

Policy: The use of tobacco containing products, including electronic cigarettes, is prohibited in all Bertie County Emergency Services vehicles and in undesignated areas at Bertie County Emergency Services building(s).

Procedure:

I. Standards.

- a. Personnel are prohibited from using tobacco products in all vehicles (both passenger compartment and driver compartment) and in undesignated locations at all buildings of Bertie County Emergency Services. For purposes of this Policy, “tobacco products” includes but is not necessarily limited to cigarettes, including electronic cigarettes, cigars, and smokeless tobacco products, such as chewing tobacco.
- b. Personnel are not permitted to use tobacco products while on the scene of an emergency response.
- c. Personnel are not permitted to use tobacco products at hospitals or in other public places.
- d. The above standards shall apply to visitors and patients as well as personnel.

II. Disposal of Tobacco Products.

- a. All cigarette butts will be placed in the designated receptacles in the smoking area. Cigarette butts should not be discarded on the ground or in any trash bins.
- b. Smokeless tobacco residue will be deposited in the appropriate receptacle or spittoon. There shall be no spitting of tobacco juice on Department property, including in sinks or toilets.

Social Media/Networking Policy

Purpose: The purpose of this policy is to outline expectations of members of the Department of Emergency Services with respect to their use of social media and social networking, and to make employees aware of the direct and indirect effects such use may have upon the public perception, reputation, confidence, and effective functioning of Bertie County Emergency Services, and Bertie County.

Policy: This policy is designed to preserve the employee's right to engage in social networking and sharing of information through various on-line media forums, while maintaining compliance with Bertie County Emergency Services' policies, standards of conduct and patient privacy rules. The purpose of these guidelines is to help employees understand how Bertie County Emergency Services' policies apply to these newer technologies for communication, so they can participate with confidence in blogs and other social media platforms.

Procedures:

I. Definition:

- A. **Social media** means the online sites and tools that people use to share content, profiles, opinions, insights, experiences, perspectives, and media itself, thus facilitating conversations and interaction between groups of people. Examples of these tools include, but are not limited to, blogs, message boards, podcasts, micro blogs, livestreams, bookmarks, networks, communities, wikis, and vlogs. Commonly known social media sites include, but are not limited to, Facebook, MySpace, LinkedIn, Google Circles, Twitter, and many others.
- B. **Authorized "down time"** for the purposes of this policy means that time during the work day when a member of the Department is not assigned to a request for service, any administrative duty, when the vehicle is at a station or authorized post, and when all required station, vehicle, education, and response-related duties have been completed.
- C. **Detrimental to the Department** means any activity that impairs working relationships within the Department for which loyalty and confidentiality are important; which impede the performance of duties; which impairs discipline and harmony amongst co-workers; which negatively impacts the relationship between the Department and other emergency response, public safety, or health care organizations or personnel; or which may negatively impact the public perception of or confidence in the Department.
- D. **Member** means any employee, regardless of job status or classification, uniformed or non-uniformed; volunteers, contractors; and those otherwise formally associated

with the Department.

II. Guidelines

- A. Department members shall not use any form of social media, as defined in this policy, in any way that may tarnish the Department's reputation, cause conflict within the EMS system (including 911/emergency dispatch, partner response agencies, other health care providers and organizations that interact with pre-hospital care providers), or otherwise harm the public perception, reputation, confidence, and effective functioning of the Department of Emergency Medical Services, and the Bertie County EMS System.

- B. While the Department encourages its employees to enjoy and make productive use of their personal time, certain activities on the part of employees may become a concern if they have the effect of impairing the work of any employee, harassing, demeaning, or creating a hostile working environment for any employee, disrupting the smooth and orderly flow of work within the organization, harming the goodwill and reputation of the County among its citizens, or eroding public confidence in the Emergency Services Department or EMS System.

- C. In the area of social media (print, broadcast, digital, blogs, personal websites, and online services such as Facebook, LinkedIn, MySpace, Plaxo, Twitter, news media comment boards, and others), employees may use such media in any way they choose, as long as such use does not produce the adverse consequences noted above for the County or the Department. For this reason, the Department reminds its employees that the following guidelines apply both while on duty, as well as in their use of social media on their own personal time and personal computer resources.

- D. If an employee publishes any personal information about themselves, another employee, the Department, the County, another EMS System member or agency, a citizen, or a customer in any public medium (print, broadcast, digital, or online) that:
 - 1. Has the potential or effect of involving the employee, their coworkers, or the County in any kind of dispute or conflict with other employees or third parties;
 - 2. Interferes with the work of any employee;
 - 3. Creates a harassing, demeaning, or hostile working environment for any employee;
 - 4. Disrupts the smooth and orderly flow of work, or the delivery of services to the County's citizens, harms the goodwill and reputation of the County among its citizens or the community at large,
 - 5. Erodes the public's confidence in the County or the Department, or tends to place in doubt the reliability, trustworthiness, or sound judgment of the person who is the originator or subject of the information;
 - 6. Is perceived as defamatory, obscene, or unlawful ; disrespectful, mutinous,

or insolent towards a superior.

7. Shares Protected Health Information (PHI). PHI includes, but is not limited to the patient's name, address, age, race, extent or nature of illness or injury, hospital destination, and crew member names.
8. Posts photos, videos, or images of any kind which could potentially identify patients, addresses, vehicle license plate numbers, or any other PHI.
9. Shares confidential or proprietary information about Bertie County Emergency Services.
10. Endorses commercial products, services, or entities.

- E. Employees should be aware that others, including peers and other employees, may be actively reading what is published online. In choosing words and content, it's a good practice for employees to consider that their superiors and family members may read everything they post, and therefore, employees should exercise judgment before posting. Using a Weblog to bash or embarrass Bertie County Emergency Services, our stakeholders, co-responders, or co-workers or supervisors is inconsistent with Bertie County Emergency Services' Mission.
- F. Bertie County Emergency Services, as well as Bertie County Human Resources, reserves the right to monitor employees' off-duty activity with regard to social networking or blogging and apply appropriate disciplinary action should it be determined that an employee's conduct is inconsistent with our policies.
- G. Any employee(s) responsible for violating this policy will be subject to disciplinary action, up to and including termination of employment, depending on the severity and nature of the offense.
- H. Speech of any form may constitute the basis for discipline if deemed detrimental to the Department or the County.

III. Posting Online Comments on Third-Party Sites (response to news articles, posts on other people's sites, or blogs)

- A. Employees should consult with Bertie County Emergency Services' Administration prior to engaging in communication related to Bertie County Emergency Services' issues or activities through blogs or comment sections of materials posted on the Internet.
- B. If employees communicate in the public Internet about Bertie County Emergency Services or Bertie County Emergency Services-related matters, they should disclose their connection with Bertie County Emergency Services and their role within the Department. Employees should use good judgment and strive for accuracy in their communications; errors and omissions reflect poorly on the

Department and may result in liability for the employee, the Department or Bertie County.

- C. Employees should be respectful and professional to fellow employees, community partners, co-responder, and patients and avoid using unprofessional online personas.

IV. Personal Blogs or Other Social Networking Content

- A. Employees should ensure that their blogging and social networking activity does not interfere with work commitments.
- B. Where a connection to Bertie County Emergency Services is apparent, employees should make it clear that they are speaking for themselves and not on behalf of Bertie County Emergency Services. In these circumstances, the following disclaimer is recommended: "The views expressed on this [blog; website] are my own and do not reflect the views of my employer." Furthermore, employees should consider adding this language in an "About me" section of their blog or social networking profile. This disclaimer does not by itself exempt employees from a responsibility or liability when blogging; employees should remember that their online behavior should still reflect and be consistent with Bertie County Emergency Services' established standards of conduct.
- C. Employees should always ask Administration if they have any questions about what is appropriate to include in their personal blog or social networking profile. Again, employees should remember that if they wouldn't want their superiors or others at Bertie County Emergency Services to see their comments, it is probably unwise to post them.

V. Bertie County Emergency Services Sponsored Sites or Content

As Bertie County Emergency Services engages in official conversations on the internet, the following code of ethics applies, both in Bertie County Emergency Services sponsored sites and in official comments on other sites.

- A. Bertie County Emergency Services blog posts and comments will be accurate and factual.
- B. Bertie County Emergency Services will acknowledge and correct mistakes promptly.
- C. When corrections are made, Bertie County Emergency Services will preserve the original post, showing by strikethrough what corrections have been made, to maintain integrity.
- D. Bertie County Emergency Services will delete spam and/or comments that are off-topic.
- E. Bertie County Emergency Services will reply to emails and comments when

appropriate.

- F. Bertie County Emergency Services will link directly to online references and original source materials.
- G. Bertie County Emergency Services may choose to utilize various social networking tools to communicate and engage the public and workforce. Those tools (Facebook, YouTube videos, Twitter, etc.) shall be used in support of Bertie County Emergency Services' business objectives and must be approved and coordinated through Administration. Members may be asked to participate in development and/or maintenance of such tools, in coordination with Administration.
- H. Use of external web sites for work-related purposes (photo sharing or video posting) must be first approved by Administration.

Telephone Procedures and Personal Telephone Use

Purpose: To maintain phone lines accessible for business purposes, avoid distractions, and maintain uninterrupted telephone service.

Policy: The telephone system is for Department business. Bertie County Emergency Services limits personal phone calls while on duty.

Procedure:

I. Personal calls

- A. Personal incoming and outgoing personal phone calls are discouraged, and should be used for emergency purposes only.
- B. If personal calls must be made or received, conversations should be limited to five (5) minutes.
- C. Long distance telephone calls are only permitted in times of family emergencies and should also be limited to no more than five (5) minutes.
- D. Long distance phone calls for Department business purposes are acceptable, but should be limited in scope to the greatest extent possible.

II. Answering the phone.

- A. When answering the phone the preferred approach is “Bertie County Emergency Services, this is (state your name), how may I help you”
- B. Appropriate assistance with the call is your responsibility. This includes directing the call to the correct individual. In all cases request the caller’s name and nature of the call.

Testifying in Court & Depositions

Purpose: To uphold the requirements of the law, to support civic duty and protect employees from wage loss when called upon to appear in court for Department related business.

Policy: Personnel are expected to testify about work related matters, when properly subpoenaed to do so, in an honest and truthful manner. Personnel testifying for work related matters when required shall receive compensation for time spent in providing such testimony. Personnel engaged in court testimony for personal matters will not be paid, and may use vacation time to handle such matters.

Procedure:

I. Standards

- a. At times, personnel may be required to testify in court, for incidents that relate to Bertie County Emergency Services, or personal matters unrelated to Bertie County Emergency Services. In accordance with the “Scheduling” Policy, appropriate provisions for coverage must be made when testimony conflicts with a scheduled assignment.
- b. Personnel who are subpoenaed and must appear for a hearing, deposition, or court appearance because of an action performed while in the course of duty or related to work will be paid a regular hourly rate for the actual time providing testimony.
- c. Personnel who must attend a hearing, deposition or court appearance for reasons other than for testimony related to the performance of job duties with Bertie County Emergency Services, will have to request time off, on either a paid, or unpaid basis, depending upon available accrued time off that may be available. In accordance with Department scheduling policies, appropriate provisions for coverage must be made when testimony conflicts with a scheduled work assignment.
- d. You must submit to the EMS Division Chief a copy of the subpoena or other related court document to indicate the nature of the court appearance and let him or her know the reason for the presence at the hearing or deposition.
- e. You are required to notify a superior if you are the subject of personal action by an individual or agency that has any business or patient relationship, affiliation or contact with Bertie County Emergency Services. This includes patients, customers, or operators of vehicles that may be involved in an accident with Bertie County Emergency Services vehicles, and the employees and staff of organization with whom we work. We will make every effort to respect and maintain the confidentiality of such information.

II. Reimbursement.

- a. All time spent on Department related court business or testimony should be reported to the EMS Division Chief so that it can be properly documented on your timesheet.

Uniform, Dress Code & Personal Appearance

Purpose: To maintain a professional appearance at all times within the community, projecting a positive image to the public.

Policy: Bertie County Emergency Services requires all personnel to meet appropriate dress code and uniform standards for the respective position of the staff member.

Procedure:

I. General standards of appearance.

- a. Pins, jewelry, hats, name/insignia or other identifying symbols which are not professionally related to authorize uniforms are prohibited from being worn.
- b. Hair (including facial hair) is to be neat and groomed at all times. If an employee has long hair, then he or she must arrange it in such a way that it does not present a safety hazard or distract from duties. Mustaches and beards must be clean, well- trimmed, and neat, and must not interfere with the wearing of any safety or medical device, including personal protective equipment (PPE).
- c. Perfume, cologne, aftershave, scented lotion, etc., should be used in moderation or avoided altogether. Jewelry should not be excessive and should be limited to items that do not functionally restrict the employee or create a danger to personnel or others. Facial jewelry, such as eyebrow rings, nose rings, lip rings and tongue studs, is not permitted to be worn during working hours or while on duty.
- d. Personnel are expected to arrive to work in a clean, presentable manner with all appropriate uniform attire in place. Proper bathing and personnel hygiene must be utilized to prevent unwarranted body odor. Employees reporting to work who appear to have a dirty uniform or have the appearance of poor hygiene may be asked to return home and put on a clean uniform or shower as appropriate. The employee will not receive pay during this time away from work, and may be subject to disciplinary action.

II. Uniform(s).

- a. Uniform is defined as “alike”. It is the intent of the dress code that all Bertie County Emergency Services personnel shall be uniform in their attire while on duty.

- b. Partners must be dressed alike at all times, i.e. either both in polo shirts, or both in t-shirts.
- c. Bertie County Emergency Services will provide three (3) polo shirts and t-shirts to all full-time 24-hour shift personnel and two (2) to part-time personnel. Daytime NET employees and Administrative staff will receive a minimum of 5 polo shirts.
- d. Only the following uniform items shall be worn while on duty by field staff.
 - Polo-style Uniform shirt (T-shirt only after 1900hrs)
 - White, dark navy, or black shirts only under the uniform shirt. This undershirt should be plain, and thereby free from language or graphics that may be deemed offensive by a reasonable person.
 - Navy pants
 - Black belt
 - Black boots or shoes
 - Baseball style hat (must be EMS related and non-offensive)
 - Other PPE items
- e. Office staff may wear other uniform items, as approved by Administration, including business casual clothing, khaki-style cargo pants, and alternative uniform shirts, including white Class A-style uniform shirts, provided that such shirts bear markings affiliating the employee with Bertie County Emergency Services.
- f. Uniforms must remain clean, unwrinkled, neat, and in good repair. Uniforms items that are faded, torn, or worn are not acceptable.
- g. Pager, radio, or Department-issued phone is considered a part of the uniform and must be worn appropriately.
- h. All personnel are responsible for the care and maintenance of their uniforms. If your uniform becomes soiled during a shift, it should be changed. Employees have sufficient uniform shirts to allow for the changing of uniform shirts should the need develop. It is the employee's responsibility to carry a change of uniform for their own safety, and to ensure professionalism is maintained.
- i. Personnel should not wear their uniform when not on duty, except during travel to and from work. At no time should an employee be wearing a Department issued uniform item at another job, or on their personal time while out in public.
- j. Bertie County Emergency Services will replace uniforms that are contaminated or damaged in the line of duty.

- k. Badges shall be worn in the appropriate location on the left chest of uniform. Nametags/Serving Since pins shall be worn center over the right shirt pocket, the bottom of the serving since pin even with the top pocket seam.
- l. Patches shall be centered on the sleeve one inch below the shoulder seam. Department patch shall be on the left sleeve and state credential patch on the right sleeve.
- m. Only one addition “certification” pin will be allowed to be worn on the uniform shirt at any time. The pin should be placed centered on the right shirt pocket.
- n. During periods of extreme or inclement weather, certain deviations from standard uniform may be made when approved by the EMS Division Chief or Emergency Services Director.
- o. Can be worn between the hours of 19:00 and 07:00 and at other times as may be determined by Emergency Services Administration

III. Attire for Classes/Meetings while representing Bertie County Emergency Services and Monthly CE Class.

- a. When an employee attends a class or meeting while representing Bertie County Emergency Services appropriate dress attire is required (weather dependent). All clothing shall be worn in a manner that conveys a professional image and provides a modest coverage and fit. Arms must be covered with a minimum of short sleeved-attire. Sleeveless jumpers, dresses, tops, etc., must be accompanied with a jacket or appropriate top. Approved attire for employees when attending classes as a representative of Bertie County Emergency Services include:
 - 1. Business suits, dresses, pant suits, khaki type pants, golf shirts, and button up long sleeve shirts.
 - 2. Department Uniform.
 - 3. The following is considered not appropriate and may not be worn: mini-skirts, skorts/culottes, shorts, jeans, overalls, leggings, tight clothes, flip-flops, t-shirts, sweatpants, sweatshirts, wind suits, and any other clothing that may contain offensive or suggestive language, graphics, or other inappropriate material.
- b. Monthly continuing educational classes are conducted on County property, and therefore proper attire is required.
 - 1. Department Uniform
 - 2. Business Casual (khaki type pants, golf shirt or log sleeve button up shirt, and pant suits)
 - 3. Jeans that are free of holes and in good condition.

4. Appropriate footwear includes tennis shoes, work boots, or closed toe shoes.
5. The following is considered not appropriate and may not be worn: mini-skirts, skorts/culottes, short-shorts, torn/worn jeans, overalls, leggings, tight clothes, t-shirts, sweatpants, wind suits, and any other clothing that may contain offensive or suggestive language, graphics, or other inappropriate material.

Visitors

Purpose: To prevent possible harm, maintain patient confidentiality, and prevent distraction of personnel while on duty that may occur with personal visits.

Policy: Visitors in the workplace shall be restricted to specified areas and may be limited in the time of their visit.

Procedure:

- Visitors of a BCES employee will only be allowed to visit for one (1) hour at any time during the shift. No visitor will be allowed to remain at an EMS station after 22:00 or if no employee is present.
- Visitors of an BCES employee will not be present at shift change as not to interfere with the exchange of information.
- Small children shall not be left unattended in any part of the station.
- When a visitor comes to the building, the visitor must be met in the lobby, or other public area near the entrance to the station, or (when possible) outside. This is to prevent unnecessary visitor access to areas of the station that may house patient information and to prevent possible injury. A staff member must remain with the visitor at all times during the visit.
- Visitors are not permitted in areas where patient information is stored or may easily be viewed or in other areas that could negatively impact operations.
- Visitors unattended by Emergency Services personnel attempting entrance or in the building that you do not recognize, they must be challenged and determine who they are (see ID), then determine their purpose and escort to the appropriate office or out of the building.
- Employees should not invite visitors that they have just met to the station, such as in the case of meeting someone from an online dating/matchmaking service. While it is good practice to meet someone new in a public place, the station is not an appropriate place.

Workplace Safety

Purpose: To maintain a safe working environment staff members participating in reporting and preventing injuries is essential.

Policy: Bertie County Emergency Services fosters a safe work environment, free from unsafe or dangerous activities, and Bertie County has created a Safety Committee to coordinate safety training and provide input on safety related issues. Staff members are expected to promptly report unsafe conditions.

Procedure:

I. Standards

- a. Workplace safety is of utmost concern to Bertie County Emergency Services. Personnel and patients alike must be protected from unsafe conditions.
- b. Personnel shall always act in a professional manner, especially during patient contact. Horseplay or inattention to work assignments or patient care will not be tolerated.
- c. Our jobs require rapid response, but this response must be a safe response. Reckless driving to arrive at a scene is not permitted, as dangerous driving can pose a danger to personnel and other drivers.

II. Reporting Unsafe Conditions.

- a. Personnel must immediately report any unsafe condition to a supervisor. This includes unsafe storage or use of equipment, instances of horseplay, or unsafe driving or other dangerous activities that may pose a danger to patients and others.
- b. Personnel who violate safety standards, who cause hazardous or dangerous situations, or who fail to report (or, where appropriate, remedy) such situations, may be subject to disciplinary action, up to and including termination.
- c. Where reports of unsafe situations are made in an honest manner, personnel should have no fear of possible reprisals in the event that a violation is found, or discipline against a violator occurs.

III. Safety Committee.

- a. Bertie County has created a Safety Committee that is responsible for reviewing safety requirements, learning about safety updates (e.g. OSHA publications and

warnings), reviewing safety-related incidents, providing recommendations for safety improvements, and assisting with the training of staff as to proper safety procedures.

- b. The Safety Committee will entertain feedback on safety related issues that need to be explored and focused upon.

Workplace Searches

Purpose: To safeguard the property of all personnel, and prevent possession, use and sale of illegal drugs and other dangerous things in the workplace.

Policy: Bertie County Emergency Services may conduct random searches of persons and their property while on, in or adjacent to Bertie County Emergency Services property in conformance with applicable laws.

Procedure:

I. Standards

- a. Bertie County Emergency Services reserves the right to question any person as well as inspect packages, handbags, backpacks, duffle bags, briefcases, lunchboxes, or other packages, possessions, articles of clothing, or items entering or exiting Bertie County Emergency Services property.
- b. All personnel are expected to comply with a search request. The Department will initiate a search only when absolutely necessary, and based on reasonable suspicion that an issue requiring such search is needed.
- c. Bertie County Emergency Services also reserves the right to search the desk, office, locker, or other assigned space of any personnel, at any time, whether or not the personnel is present, since such areas remain the property of Bertie County Emergency Services.
- d. Searches are intended to discover weapons, drugs, contraband or improperly obtained Department property and may be done randomly or at the discretion of management based upon a complaint or suspicion.

II. Violations

- a. Any visitor who refuses to consent to a search when requested will be denied access to the building.
- b. Any employee who refuses to consent to a search, or who is found to possess an item that is prohibited by these policies or by law, will be subject to disciplinary action, up to and including termination.

Workplace Violence

Purpose: To help prevent incidents of violence from occurring in the workplace, and to further ensure as safe workplace as possible.

Policy: Bertie County Emergency Services forbids acts or threats of violence by any staff member against any other person, customer, visitor, or patient in or about Bertie County Emergency Services vehicles and buildings, or on Bertie County Emergency Services premises at any time.

Procedure:

I. Background

- a. Bertie County Emergency Services expects all its personnel to conduct themselves in a professional and courteous manner at all times. All staff should treat others in a manner that they would want to be treated.
- b. Any behavior that a reasonable person would construe as indicating a potential for violence are strictly prohibited. Examples of improper behavior include, but are not limited to: shouting angrily at others, swearing at others, making threatening gestures towards others, throwing or tossing things, slamming down equipment with the intent to startle another person, pounding or punching a wall, purposely breaking things, etc.

II. Prevention of Workplace Violence

- a. In keeping with the spirit and intent of this Policy, Bertie County Emergency Services shall strive to:
 1. Provide as safe a work environment as possible.
 2. Take prompt remedial disciplinary action against any personnel who engage in any threatening behavior or acts of violence or who use any obscene, abusive, or threatening language or gestures.
 3. Take appropriate action when dealing with customers, former employees, or visitors who engage in such behavior. Such action may include notifying the police or other law enforcement personnel.
 4. Establish viable security measures to ensure that facilities are safe and secure to the maximum extent possible and to properly handle access to Department facilities by the public, off-duty employees, and former

employees.

- b. In keeping with the spirit and intent of this Policy, Personnel shall:
 - 1. Notify management of any suspicious workplace activity or situations or incidents that they observe or that they are aware of that involve other employees, former employees, customers, or visitors and that appear problematic. This includes, for example:
 - A. Threats or acts of violence.
 - B. Aggressive behavior.
 - C. Offensive acts.
 - D. Offensive comments or remarks.
 - 2. Not participate in any form of retaliation against other personnel for making a good faith report under this Policy.

Section III

Employee Guidelines

Absenteeism & Tardiness

Purpose: To establish attendance standards to maintain an effective work force.

Policy: Bertie County Emergency Services expects habits of good attendance and punctuality on the part of its employees. The use of sick leave is not a right but a privilege granted by the Bertie County Board of Commissioners. Employees must report to their assigned station and be prepared to respond to calls at the designated start time. Excessive absenteeism (use of sick leave) or tardiness interfere with Emergency Services efficiency and is detrimental to quality patient care. In addition, it causes undue hardship on fellow employees. Excessive absenteeism and tardiness will not be tolerated and will result in disciplinary action up to and including termination.

Procedure:

I. Absence

- a. If you are absent due to an illness for two (2) or more consecutive work shifts, Bertie County Emergency Services requires written documentation from a doctor to verify that you were ill. Similar written documentation may be required to verify you are medically cleared to return to work after a two (2) consecutive shift absence.
- b. A physician's note must come from the primary care provider. If an employee is seen in the Emergency Department a copy of the discharge statement must accompany the physician's note.
- c. Sick Leave may be used for an illness, injury, or death in the employee's immediate family. Immediate family is defined as spouse, mother, father, children, brother, sister, grandparents, grandchildren, in addition to a combination of half, step, in-law, and adopted relationships that can be derived from those named.
- d. When you will be absent for consecutive shifts, you must call in each shift to ensure proper scheduling. BCES will never presume consecutive days of absence for sickness, and always expects each employee to arrive for work on time, unless otherwise notified in accordance with this Policy.
- e. If an employee is scheduled for a mandatory class and does not attend the absence from class will be considered an absence and will count toward absence occurrence.
- f. Employees that do not call in to indicate that they will be absent will be considered to have voluntarily terminated employment.
- g. Employees that call out sick shall not work their outside employment until they are capable to work their regular schedule with Bertie County Emergency Services. Failure to adhere will result in employee needing to choose between their outside employment and employment with Bertie County Emergency Services.

II. Excessive Absenteeism

- a. Examples of excessive absences, but not limited to, that will result in disciplinary action.
 - Four (4) or more absences in a 12-month period.
 - Absent on days when requested time off has been denied.
 - Other patterns of excessive absenteeism.

III. Tardiness

- a. Employee does not report to assigned station and/or is not prepared to begin work at designated start time.
- b. Employees must report to work by their assigned start time. Any employee who is unable to arrive prior to the start of their shift should make notification to Management, and to the crew member that they are relieving.
- c. Full-time employees should not be late to work for Bertie County Emergency Services because of coming from their part-time job. Any employee found in violation may have their secondary employment authorizations revoked.
- d. It is the employee's responsibility to ensure proper coverage if they will be unable to report to work at the start of their shift. At no point should coverage be assumed. If coverage is not ensured, the employee who is tardy will be held accountable, not the employee waiting for them to arrive.

Jury Duty Leave

Purpose: To accommodate employees called for civic duty.

Policy: Bertie County Emergency Services shall permit employees called for jury duty to serve, without negatively impacting their employment status or benefits, and to compensate them accordingly.

Procedure:

I. Standards

- a. Employees are encouraged to fulfill their civic responsibilities by serving jury duty when required.
 - 1. Personnel on jury duty will receive base pay from Bertie County Emergency Services,
 - 2. Employees are not required to use accumulated leave time to serve on jury duty.
- b. Any employee that has been called for jury duty must provide notice to his or her supervisor, as soon as notified by the court.
- c. If it is determined that serving jury duty will create an operational hardship, Bertie County Emergency Services may make efforts to ask to have the person excused from such service, if the employee agrees.
- d. All other benefits will be covered and will accrue during any jury duty leave as if the employee was continually working.
- e. The employee must provide verification of the jury duty leave, including official court attendance verification.

Off-Duty Work (Secondary Employment)

Purpose: To prevent conflicts of interest, maintain a high level of patient care, and help ensure that the focus of an employee's work is with Bertie County Emergency Services.

Policy: Any outside employment or volunteer service must be reported to management. At all times any outside employment or volunteer activities with another agency cannot interfere with job responsibilities at Bertie County Emergency Services.

Procedure:

I. Standards.

- a. Any employee engaged in or contemplating outside employment must divulge the relationship, or contemplated relationship to his or her supervisor.
 1. Employees are expected to devote full efforts to their employment with Bertie County Emergency Services.
 2. Bertie County Emergency Services will work with employees to coordinate second jobs that are necessary out of need or desire.
- b. Requests for outside employment shall be reviewed, and will generally be approved, when the outside employment:
 1. Does not conflict with responsibilities, including the ability to work overtime as required in your position. Specifically:
 - A. Any outside employment shall not take precedence over Bertie County Emergency Services employment.
 - B. Employees are not permitted to arrive late or leave early, to meet obligations with any outside employment.
 2. Does not interfere with job duties and expectations. Specifically:
 - A. Outside employment that affects the ability to perform job function (including the requirements that employees arrive for work well rested) will be denied.
- c. Employees that are granted a request to work outside employment, but where the outside employment interferes with their ability to complete job duties with Bertie County Emergency Services, may be asked to cease the outside

employment, or make schedule changes.

- d. Employees that are denied a request to work outside employment, yet continue to do so, will need to choose between the outside employment and employment with Bertie County Emergency Services.
- e. To the extent that the outside employment is a home-business or other business that can be conducted by phone or computer, under no circumstances shall an employee be permitted to conduct such outside employment while on work-time with Bertie County Emergency Services.

Off-Duty Response

Purpose: The purpose of this policy is to provide guidance when an employee may feel compelled to respond a call on their personally owned vehicle (POV).

Policy: Bertie County Emergency Services does not require or encourage personnel to respond to calls when off-duty. If an employee of Bertie County Emergency Services does respond to a call that they are in close proximity to there are requirements they must follow.

Procedure:

- Response will be non-emergency, unless authorized by Administration. You must obey all traffic laws if responding in your POV.
- No employee should respond on their POV without direct authorization from Administration. This is to help reduce liability and maintain safety of all persons involved in the scene.
- Must not have consumed or be under the influence of alcohol or drugs.
- Incident you are responding to must be in close proximity to your location.
- You should have on proper attire to protect yourself from any potential hazards you may face when on duty.

Orientation Program

Purpose: To help new employees become accustomed to Bertie County Emergency Services and how it operates, and to ensure that they have the opportunity to learn all relevant Policies and Procedures.

Policy: Bertie County Emergency Services will provide initial orientation training and will monitor new staff member performances during the nine-month Probationary Period.

Procedure:

I. Standards.

- a. The Orientation Program is designed to help all employees become familiar with essential operating procedures, patient care protocols, and policies of Bertie County Emergency Services.
- b. As part of the Orientation Program, all employees will receive information about the requirements of the position, compensation and benefits, policies, and other relevant information regarding both employment and patient care.
- c. During the Orientation Program, new employees are expected to attend all mandatory and other scheduled training sessions. Training sessions may include such topics as patient care, HIPAA and patient privacy, legal compliance, and other relevant patient care and employment related topics.
- d. Employees are encouraged to ask questions about their employment or the policies of Bertie County Emergency Services during any of the Orientation Programs. Even after the Orientation Program and Probationary Period ends, employees are encouraged to voice their concerns and pose questions to their supervisor or other member of management.
- e. Effective July 1, 2014, all new employees will be placed on a nine-month probationary period. Because EMS & NET employees are able to work additional hours and make overtime through the course of their employment, no hourly, non-exempt (field staff) employees will be eligible to receive any increase in pay following successful completion of the probationary period. Only salary, exempt employees (administrative staff) are eligible for any monetary increase following the probationary period.

Overtime/Compensatory Time

Purpose: To comply with state and federal laws concerning pay practices.

Policy: Bertie County Emergency Services will pay non-exempt employees overtime utilizing a rate of 1 ½ times their normal base rate for hours worked over 40 scheduled hours in a work week. Exempt employees will not earn overtime/compensatory time for time over 40 hours in a work week.

Procedure:

I. Eligibility

- a. All non-exempt full-time personnel can be eligible for overtime/compensatory time.
- b. Any and all scheduled work actually performed in excess of forty (40) hours in a week will be paid at a rate of 1.5 times the employee's regular rate for scheduled overtime.
- c. Time spent on vacation, sick, holiday, or personal days will not count as hours worked, and will not be eligible in either calculating the number of hours worked in the week, or in making overtime payments.

II. Standards

- a. Due to operational demands, emergencies, weather conditions, or other job requirements, overtime work may be required. When required, employees are to report for duty as directed. Failure to do so could result in disciplinary action.
- b. All unscheduled overtime must receive the supervisor's authorization.
- c. All employees should be willing to work and make accommodations as necessary in the interest of patient care and the needs of Bertie County Emergency Services, especially that of always having adequate coverage for its ambulances.
- d. Salaried employees who also meet the duties established under the law for executive, administrative and professional employees are not eligible for overtime. Exempt personnel are expected to work the number of hours necessary to complete their job.

- e. When an employee works an extra shift or covers a special event they will receive overtime for the hours worked if it occurs in excess of 40 hours worked, otherwise, it will be paid as regular hours.
- f. All hours worked must be properly documented to ensure proper payment calculation, including overtime, where applicable.

Performance Feedback

Purpose: To improve the quality of care that is provided to our patients through careful monitoring of staff performance, and to provide for wage increases to reward good job performance.

Policy: Bertie County Emergency Services will evaluate its employees to identify strengths and weaknesses and establish goals, with the objective of improving overall job performance.

Procedure:

I. Job Description

- a. Each employee will receive a copy of his or her job description outlining the duties of that position. This includes new hires and individuals promoted to new positions within Bertie County Emergency Services.

II. Performance Review

- a. Bertie County Emergency Services will periodically monitor employee performance and provide informal and formal feedback based on performance evaluation criteria. Performance Feedback and Goal Setting will usually be done:
 1. At the end of the initial Probationary Period.
 2. During the annual review period.
 3. At the end of a new Probationary Period following a job transfer or reassignment to new duties.
 4. Following a significant change in job performance, for which an employee is placed on probation.
- b. Administration will review job descriptions with all employees at each annual performance appraisal date. At that meeting:
 1. An action plan will be established based for future appraisals.
 2. Strengths and weaknesses, and areas that are in need of improvement will be discussed.
 3. An evaluation will be based upon actions as they relate to job duties, as

well as personnel, patient, and outsider interactions.

4. A review of any disciplinary actions, and appropriate course of action required in light of any disciplinary history may occur.
- c. Comments or disagreements with performance should be discussed openly during the review session. If an employee is not satisfied with a supervisor's explanation of a performance appraisal, he or she may review the objection with the next highest ranking official.
- d. Periodic informal review may also occur. Administration may provide regular verbal feedback to staff to continually monitor performance and to serve as a resource for the staff member.

Progressive Discipline

Purpose: To ensure that staff members adhere to all essential policies and standards of performance and behavior established by Bertie County Emergency Services, and to initiate corrective action when those standards are not met.

Policy: Bertie County Emergency Services will follow a progressive discipline approach whenever possible and as appropriate based upon the severity of the offense, and other important factors to help ensure compliance with established policies and standards.

Procedure:

I. Background

a. Progressive Disciplinary Model

1. Bertie County Emergency Services follows a progressive discipline model. It is a structured, but flexible disciplinary plan, whereby discipline will be handled in phases, and the severity of the discipline will generally increase based upon the severity or frequency of the violation.
2. Bertie County Emergency Services will use this model where appropriate and necessary, but certain violations may warrant immediate and more serious action, based upon the nature or degree of the violation and other factors.
3. Progressive discipline is accomplished through five levels of sanctions for disciplinary violations - verbal warning, written warning, suspension, final written warning, and termination. Bertie County Emergency Services will attempt to follow this progression whenever possible, but it may skip a step or move to more serious discipline in its discretion, depending on the particular circumstances.
4. An overlying theme to administration of discipline is to ensure thorough review of each situation and to make an objective determination. Staff members subject to discipline will have an opportunity to be heard and to present their “side of the story” whenever possible, so that “due process” is provided.

II. Standards

- a. Depending upon the nature and severity of the offense, interviews and statements of persons involved in the incident may be required.
- b. A supervisor or other member of management will initiate corrective counseling and impose appropriate discipline if necessary after an investigation of the incident has occurred.
- c. All personnel involved in any incident investigation are expected to fully cooperate with any such investigation.
- d. Corrective counseling will be used whenever possible to correct work performance and improper conduct, or in situations where policies such as our Privacy and Compliance Policies have been violated.
- e. Disciplinary action will be imposed only when necessary, depending on the facts and circumstances of the incident. At no time will any disciplinary action be based upon race, color, national origin, ancestry, religion, sex, age, disability, political belief, military service, or any other protected class.

III. Levels of Violations

- a. Bertie County Emergency Services' Progressive Discipline Model is structured as follows:
 1. Verbal warning. Note is placed in the personnel file as a reminder only of the date of violation. Verbal warnings are cleared after one (1) year.
 2. Written warning. Written documentation shall be placed in the personnel file.
 3. Suspension. An employee may be suspended for up to 24 hours for disciplinary reasons without pay.
 4. Final Written Warning. Written documentation of the nature of the offense is placed in the personnel file.
 5. Termination from employment.

- b. Minor violations will typically begin with a verbal warning, while more serious violations can result in suspension, a final written warning or termination. At all times, because of the at-will nature of employment, Bertie County Emergency Services reserves the right to impose any level of discipline upon any employee for any type of violation as is necessary to maintain operational integrity.

III. Types of Violations

- a. The following are examples of the types of conduct that can result in discipline, as imposed at the discretion of a supervisor or other member of management, based upon the degree and frequency of the offense.
1. Violations of any Policy contained within this Handbook, including but not limited to:
 - Repeated absence or tardiness.
 - Failure to maintain required personnel records.
 - Rules infractions.
 - Damage or loss of Department property due to carelessness.
 - Inappropriate language or conduct toward other personnel, patients, healthcare facility staff, guests or vendors, in violation of the “Sexual and Other Harassment” Policy and Non-Discrimination Commitment.
 - Violation of the “Professional Conduct” or “General Compliance” Policies.
 - Participating in dangerous practical jokes and horseplay.
 - Violation of policies pertaining to patient privacy.
 - Unsatisfactory performance or conduct.
 - Falsification of timekeeping or reimbursement records.
 - Insubordination.
 - Deliberate and willful destruction or misuse of patient information or property.
 - Possession, use, or under the influence of drugs, in violation of the “Alcohol and Substance Abuse” Policy.
 - Violation of the “Workplace Violence” Policy.
 - Theft or other misappropriation of Department property.
 2. Any patient care related offense, or other violation related to licensure, certification, or term of employment, based upon Bertie County Emergency Services or State EMS Agency requirements.

IV. Documentation

- a. All written warnings, investigations, and other documentation related to an incident investigation shall be retained in the staff member's personnel file.

V. Non-work Activities

- a. Generally, Bertie County Emergency Services will not initiate corrective counseling or impose discipline for actions and events that occur on non-work time. However, to the extent that unacceptable off duty conduct affects Bertie County Emergency Services, or your ability to perform job duties, appropriate discipline may be imposed.
- b. A supervisor or appropriate member of management shall have the discretion to impose appropriate discipline in situations where off duty activities adversely affect Bertie County Emergency Services, its reputation, its obligations, or your ability to perform your job.

Reporting to Work Well Rested

Purpose: To maintain high levels of quality patient care by ensuring that personnel are not overworked and are able to function effectively.

Policy: Bertie County Emergency Services encourages all employees to report to duty well rested, with a minimum of 8 hours of “down time”, and able to meet the needs of the public and patients that we serve.

Procedure:

I. Standards.

- a. Because we provide emergency patient care, keen judgment, skill, and safe performance of job duties are required at all times. To do this, all personnel must report to work well-rested at the start of his or her scheduled shift.
- b. To the extent that a second job prohibits personnel from being able to perform their duties for Bertie County Emergency Services, because insufficient rest affects the quality of care, the staff member may be asked to go home, and be will not receive any pay for the remainder of the shift. Likewise, in situations where personnel appear overtired or otherwise exhausted due to insufficient rest, for any reason whatsoever, and where patient care may be affected, the personnel may be requested to return home, and be denied pay for the shift.
- c. In addition to other employment, personnel are asked to schedule other personal outside activities appropriately, so as to be well rested and alert when reporting for duty.
- d. Insufficient rest and other symptoms of exhaustion can affect the ability to perform job duties, and jeopardize the well-being of patients and co-workers. In the interest of maintaining a safe work environment, and our commitment to the highest level of patient care, we expect everyone’s cooperation with this Policy.
- e. A staff member who routinely arrives to work not well rested, or who shows signs of exhaustion such that patient care may be jeopardized may also face disciplinary action, up to and including termination.

Reporting Workplace Injury/Workers' Compensation

Purpose: To comply with federal and state laws concerning safety in the workplace, to protect employees from injury in the workplace, and to provide wage loss and medical benefits when a staff member is injured on the job and cannot work.

Policy: Bertie County Emergency Services requires its employees to report all instances of injuries at the workplace so that appropriate steps may be taken. Strict adherence to this Policy is necessary to ensure appropriate benefits are provided when there is a bona fide workplace related illness or injury.

Procedure:

I. Standards

- a. Any personnel suffering an injury while on-duty shall promptly advise their supervisor and complete appropriate paperwork, as required by Bertie County Human Resources and/or the relevant state agency. Injuries include, but are not limited to:
 1. Injuries of any nature sustained in any Bertie County Emergency Services vehicle (received while performing job duties).
 2. Injuries sustained as a result of moving and transporting patients.
 3. Injuries received as a result of patient care (i.e. needle sticks, cuts, possible infectious disease exposure).
 4. Injuries or illness that require medical treatment that occurred as a result of the performance of job duties.
- b. All relevant state agency reporting requirements shall apply.

Sleep Time on 24 Hour Shifts

Purpose: To allow all employees who work a shift of at least 24 hours to sleep or rest during designated periods while on duty.

Policy: Bertie County Emergency Services offers a sleep time program to employees working 24 hour shifts or longer, in accordance with the following procedures.

Procedure:

I. Standards.

- a. Emergency services may be required to work shifts of 24 hours or more to meet the needs of the Department and to ensure prompt provision of emergency medical services. When an employee works a 24-hour shift, the employee will be permitted to sleep or rest during designated rest periods during that shift.
- b. Due to the possibility of long-distance interfacility transfers, as well as standard 911 call volume, EMS and NET employees should report to work well rested for the start of their shifts, but are also permitted to sleep or rest when not actively involved in response or station duties. This is to help ensure the safety of both the crew and the patients in these situations.
- c. Crew members are permitted to sleep or rest at any point during their shift, but only at such time that all daily, weekly, and response duties have been completed in their entirety.
- d. Crew members should not sleep in the common areas of the stations, but rather go to the assigned sleeping quarters for the station. This helps to ensure that your partner is able to move about the station without having to worry about disrupting your sleep. It also reduces the public perception of crews not working should they come by the station.
- e. Only one crew member is permitted to be sleeping at any given time. This is to help ensure that phone calls are answered, radio traffic is monitored, and that someone is available to answer needs of the public should they come by the station.
- f. At no time is an employee to be out of uniform, even while sleeping. This is to both limit the risk of inappropriate contact or sights between employees, as well as continuing to ensure that the 90-second chute time is maintained.

Solicitation, Distribution of Literature, and Use of Bulletin Boards

Purpose: To avoid distractions and unnecessary interruptions during work-time, and to avoid excessive clutter at our work sites.

Policy: Bertie County Emergency Services prohibits solicitation of one employee by another employee during working time, and distribution of unauthorized literature at all times.

Procedure:

I. Solicitation

- a. Personnel are prohibited from solicitation while on “working time.”
 1. “Working time” is defined as all time when ones duties require that he or she be engaged in Bertie County Emergency Services related tasks, but does not include an employee's own time, or break time, or designated rest time or when not engaged in work activities
 2. To avoid annoyance to patients and others, solicitation is prohibited at all times in any patient care areas, including in any vehicle in which a patient is on board, or at the scene of an incident.

II. Distribution of Literature

- a. Personnel are not permitted to distribute advertising material, handbills, printed or written literature of any kind at any time in the work areas, including in any Bertie County Emergency Services vehicles.

III Solicitation/Distribution by Non-Employees

- a. Solicitation, distribution of literature, or trespassing by non-personnel on the premises is prohibited at all times.

IV. Use of Bulletin Boards

- a. Official Department bulletin boards are an important means of communicating information of interest and importance.
- b. Personnel should regularly check these Department boards for important announcements, schedule changes, continuing education classes, and so forth.
- c. These bulletin boards are for items of interest to the Department that are

specifically related to Department workplace activities. Only management may post materials on the bulletin boards. These boards are not to be used for any personal postings, fundraising activities, political views, and other non-Department related issues.

- d. Personnel shall not post or remove any material from the Department bulletin boards without permission from a supervisor.
- e. The Department may, in its discretion, establish a separate bulletin board for postings of general interest to all employees.

Wages and Pay Period

Purpose: To ensure high quality of care and maintain integrity in the workplace and to make certain that staff members report to work and document the time worked.

Policy: As an emergency response agency, it is essential that all employees report to work on time and that they record work time completely and honestly.

Procedure:

I. Standards

- a. All employees should be at their assigned workstations ready to respond at the start of their shift.
- b. All employees shall adhere to the terms of the “Scheduling” Policy, including the provisions for calling out, and trading shifts with other personnel.
- c. Due to the nature of our business, there are no designated meal breaks during the scheduled shift for field staff. Field staff members are paid for the full work shift and are permitted to take meal breaks as the call volume permits. All field staff members must remain ready to respond during meal breaks.
- d. Field staff members are expected to work their full shift, as reported on the work schedule, unless provisions have been made and approved by a supervisor, or unless an emergency situation warrants an early departure. In all cases, changes to the schedule must be approved of by your supervisor, and appropriate coverage must occur.

II. Definitions

- a. For purposes of this Policy, “Field Staff Members” means EMTs, Paramedics, and others actively engaged in patient care in the field.
- b. For purposes of this Policy, “Management Staff” means all administrative and financial staff who perform administrative functions and are not engaged in directly providing EMS or ambulance service.

c. Work Week

The designated “work week” for Bertie County Emergency Services for calculating overtime eligibility and other purposes for EMS employees is the seven (7) consecutive days starting at 07:00am Sunday and ending at 07:00am the following Sunday. For NET employees, the “work week” is defined as the seven (7) consecutive days starting at 06:00am Sunday and ending at 06:00am the

following Sunday.

Because of the nature of our operation, there is no standard work shift. Each employee may have a different work shift, with different days off, within the standard pay week that runs from Sunday to Sunday.

III. Hours of Work

- a. All employees will be assigned and expected to work the shift periods assigned to them.

IV. Recording Work Time.

- a. Employees are responsible for clocking in and out using EMS Manager at the start and end of their shift. If an employee forgets to clock in/out, they should do so at the moment that they first remember and include the correct time in their notes.
- b. Anyone found falsifying a time clock entry or anyone clocking in/out another employee will be subject to discipline, up to and including termination of employment.
- c. Any employee who forgets to clock in/out may experience a delay in receiving their paycheck.

V. Pay Day

- a. The pay period shall be the same as all other county employees.
- b. Paychecks issued on pay day will cover all regular, overtime, and holiday pay for the current pay period.
- c. All staff is required to participate in Direct Deposit.

Section IV

Operational Guidelines

OPERATIONS – GENERAL

Purpose: To provide continuity among all Bertie County Emergency Services personnel in understanding general operational standards whether they are of an emergency or non-emergency nature and to provide guidance in routine daily activities.

A. **Report between crews:** The off-going and on-coming crews will meet in the designated area. The off-going crew will report the unit status to the on-coming crew. Last minute cleaning and restocking of the unit should take place at this time.

B. **Daily Duties:** The following items are expected to be conducted each and every shift, and all station personnel are expected to participate, unless engaged in other approved activities. No crew member should be sleeping, watching TV, or doing other “down-time” activities while other crew members are actively engaged in daily duties.

- Check EMS Units to ensure all equipment is present and in good working order.
- Wash EMS Units - (Exception: during inclement weather conditions)
- Vacuum, Sweep, and Mop all Interior station floors
- Sweep, and mop, apparatus floor if needed
- Empty all trash cans and replace liners
- Clean and Disinfect all bathrooms and replenish supplies

C. **Weekly Duties:** The following items are expected to be conducted on the appropriate day of the week. These duties are to be performed by all station personnel before engaging in any “down-time” activities.

Monday

- Inspect and replace all expired medical supplies. This includes medications, airway supplies, IV Fluids, catheters etc.
- Check all station medical supply inventory cabinets for expiration dates and replace as necessary.
- Report supply needs to the Clinical Affairs Officer.
- Trash to the curbside by 7:30, Station 1 only.

Tuesday

- Daily Duties

Wednesday

- Clean bay floors
- Clean up around the exterior of the station, including picking up cigarette butts,

trash, and debris, and areas in front of the doors and bays.

Thursday

- Daily duties.
- Trash to the curbside for collection at all stations by 7:30.

Friday

- Extensive cleaning of station and living quarters
- Clean behind and under all furniture
- Dust all surfaces
- Clean all windows and window sills
- Clean all appliances
- Disinfect all tables and counter tops
- Inspect front and rear of stations for trash and debris - Remove as necessary
- Clean out refrigerator

Saturday

- Daily Duties

Sunday

- Decontamination of EMS units, including:
- Removal of all items inside the patient compartment area, wiping down inside cabinets using disinfectant cleaner
- Wipe down all surfaces inside the patient compartment and cab of the unit using disinfectant cleaner.
- Removal of equipment from all exterior compartments and wipe down all equipment using disinfectant cleaner.

D. Between Calls: Personnel will remain within their assigned response district, unless engaged in a specific task authorized by Administration.

E. Meal Breaks: Meal breaks are not guaranteed and will be taken as time is available between calls.

F. Chute Time: It is the responsibility of all EMS employees to ensure that they keep a chute time of under 90 seconds. Chute time is defined as the time from dispatch to the unit being en route. Units are en route when both crew members are in the unit and the vehicle

is ready to leave for the call. Any crew member(s) found to habitually exceed a chute time 90 seconds will be subject to disciplinary action.

- G. **Response Times:** It is the responsibility of all EMS employees to ensure that the requirement to respond to calls in under 20 minutes, 90% of the time is met. This is both a Departmental, County, and State requirement. Any call that results in a response time of greater than 20 minutes is required to be reported to the EMS Division Chief, along with an explanation as to the reasons for being greater than 20 minutes. This should be done via email for record keeping purposes. Any crew member(s) with a pattern of habitually responding in excess of 20 minutes, may be subject to disciplinary action.

- H. **NET Response Times:** It is the responsibility of all NET employees to ensure that response times are met for both scheduled and non-scheduled trips.
 - 1. **For scheduled trips:** Crews are expected to arrive at the designated pick up time given to them by the Transport Coordinator. There should be no reason for a crew to be late without direct notification to the Transport Coordinator.
 - 2. **For non-scheduled trips:** Crews are expected to respond to non-scheduled trips and be on site for pick up within 15 minutes for requests originating from within Bertie County, unless otherwise approved by the Transport Coordinator. For calls originating outside of Bertie County, crews are expected to be en route to the pick-up location within 10 minutes of notification.
 - 3. Any crew member(s) found to habitually violate these rules may be subject to disciplinary action.

- I. **Driver's License:** All employees must have a valid North Carolina driver's license and good driving record. Bertie County Emergency Services reserves the right to investigate driving records at any time deemed necessary.

- J. **Ambulance Seating:** There shall be no more than two (2) persons riding in the front of any Bertie County Emergency Services unit. No person riding shall sit on any equipment of other structure not designated for seating.

- K. **Seat Belt:** Seat belts and shoulder harnesses will be worn at all times when in the front of any Bertie County Emergency Services unit.

- L. **Backing:** When a patient is not on board the unit or does not require constant attention, the attending technician shall assist the driver in backing at all times by placing himself/herself near the rear of the vehicle and directing the driver. If you cannot see or hear the spotter DO NOT BACKUP! The driver should perform a 360 degree walk around the vehicle prior to getting into the driver's seat and backing. In short, unless

patient care is actively in progress, an ambulance should never be in reverse without a spotter to guide them.

- M. Cleaning and restocking unit: Following a call, the driver is responsible for cleaning and restocking the unit. Both technicians are responsible for the supplies and cleanliness throughout the shift.
- N. Fueling: When fueling up a unit, turn off the vehicle's engine. Enter the correct mileage and your PIN number when accessing the pumps. Units will be fueled prior to completion of shift.
- O. Food/Drink: The consumption of food and drink in the ambulance is prohibited. The transportation of food and drink from a restaurant or store back to assigned station, is allowed in the cab only as long the product remains unopened. No food or drink should be left on or in any unit.
- P. Building Security: Stations shall be secured at all times.
- Q. ID Cards: ID cards will be issued to each employee. Employees must have their ID cards with them at all times and visible when on-duty. Employees will be responsible for the cost (\$10) to replace a damaged or lost ID card.
- R. Personal Protective Equipment: PPE is furnished by Bertie County Emergency Services for the protection of employees. Its use is not elective, but required. Failure to utilize the proper PPE based on the situation is grounds for disciplinary action.

OPERATIONS-EMERGENCY

- A. Emergency Situation: An emergency is defined as any situation requiring the response of Bertie County Emergency Services to unforeseen events or circumstances that could result in injury or illness requiring immediate emergency medical care.
- B. Call Assignment: Crews will be notified by unit number from Bertie 911 that they have an emergency assignment.
- C. Driver: The driver shall write down all necessary directions and information, verifying them on a map when necessary.
 - a. Attending Technician: During response, the attending technician will

handle all radio traffic, assist the driver with directions, and watch for approaching traffic.

- b. Intersections: BCES units will come to a complete stop at all intersections where stop signs or red lights are displayed in the unit's direction of travel. Units shall proceed only when it has been determined that all traffic has yielded the right of way.
- c. Railroad Tracks: BCES units will come to a complete stop at all railroad crossing, turn off siren, and look both ways for oncoming trains before proceeding with emergency response.
- d. Emergency lights & Siren Use: When responding to an emergency call, BCES units shall use all emergency lights and sirens as required by state law.
- e. Speed Limits: On emergency calls drive safely and defensively, giving due regard for the safety of others on the roadway.
- f. Stopping in Roadway: When a unit arrives on the scene and must be stopped in the roadway, emergency lights will be left on at all times with the high idle engaged.

D. County Lines: Respond without delay. Lines will be disregarded on emergency calls. Emergency care will be rendered regardless of the location. At the earliest convenient time county involved will be notified of the call.

- a. Triage: When more than one person requires emergency care, the technicians will work as a team to triage the patients. If additional assistance is needed the senior technician will notify Bertie 911 of additional resources needed.

E. Additional Ambulances: When additional ambulances are needed the senior technician will assign and designate priority patients to the assisting units and establish Incident Command, until an EMS officer arrives and assumes command.

F. Patient care/equipment: On every call the crew will take inside the scene location, the jump bag, oxygen, monitor, and the stretcher should be taken to the door. Only in circumstances in which the patient is clearly visible before the crew exits the vehicle, is it acceptable for the crew to not bring all equipment to the patient's side.

G. Abandonment: The attending technician will not leave the patient for any reason and will remain with the patient until relieved by someone with equal or higher certification or nursing staff upon arrival at the Emergency Department.

H. Emergency lifting Assistance: On emergency calls where lifting assistance is needed, request

the on duty Supervisor for additional manpower with first consideration given to the patients urgency.

- I. Refusal of Care: When a patient who is in need of medical care refuses care, every effort shall be made to get the patient to accompany you to a medical facility. After a patient repeatedly refuses transportation, under N.C. State Law, Emergency Medical Service EMTs cannot forcibly restrain a patient and force transportation against his wishes. Make a reasonable effort to obtain a release signature on the appropriate refusal form. Attempt to have a bystander, fire fighter, or law enforcement officer sign as witnessing the refusal.

- J. Minor Patients Refusing Care: In cases of patients under 18 years of age refusing transportation, only a parent or legal guardian can override the minor's decision. In cases of life threatening symptoms, the EMT can determine that the minor is unable to care for himself and may act in his best interest.
 - 1. Reasonable effort should be made to contact a parent or legal guardian prior to leaving the minor patient, or treating the patient, if it is not immediately life threatening.
 - 2. **Efforts to contact parent or legal guardian should be made through the 911 center so that the call can be recorded.**
 - 3. All attempts at contacting the parent should be clearly documented, as well as instructions received from a parent. Failed attempts at contact should also be clearly documented, and if possible witnessed. Documentation of a reasonable effort is of the utmost importance under these circumstances.

- K. Disaster Situations & Response: Upon becoming aware of an EMS disaster/MCI alert issued by EMS Administration, **all vacation, educational leave, and/or other types of leave shall be cancelled** for the duration of the event. All BCES personnel shall be available for immediate call back via home or cell phone, radio, or pager and be prepared for a minimum 72 hour deployment once recalled for duty. Please refer to specific disaster plans for further information. Examples include but are not limited to: Hurricanes, mass casualty events involving large numbers of patients, and pandemic situations.

- L. Patient Care Reports: Patient care reports (PCRs) are to be completed as soon as possible upon completion of the call. All PCRs are required to be completed prior to the end of a crew member's shift. Only in rare, or extreme circumstances will an employee be permitted to not complete a PCR prior to the end of their shift, and only with direct approval from Administration.

OPERATION-NON EMERGENCY

- A. Non-Emergency Situation: A non-emergency situation is any not meeting the criteria for an emergency.
- B. Traffic Regulations: All emergency traffic shall have priority over non-emergency traffic. Vehicles operating on non-emergency call will obey all traffic regulations.
- C. Routine Lifting Assistance: BCES crews needing additional manpower should request another EMS unit or their supervisor. First responders should be used only if other EMS help is not available.

COMMUNICATIONS/ RADIO USAGE

- A. Listen: There are no private frequencies. You should listen prior to keying the transmit button to minimize interference or confusion.
- B. Remain Calm: Words or voice inflections that indicate irritation, disgust, or sarcasm, will not be used.
- C. Avoid Familiarity: Use unit or personnel number on the radio, NOT NAMES.
- D. 2400 Hour Time: Express all times in the 24-hour system.
- E. Plain Text: All radio traffic by BCES personnel shall be in plain English. The use of 10-codes, color codes, or signals can cause confusion and will not be used.
- F. Use of Patients Name: a patient's name will not be used over the radio at any time.

PATIENTS UNDER ARREST & MENTAL PATIENTS

- A. Patient Under Arrest: Any patient under arrest is under the authority of the law enforcement agency. The law enforcement agency can dictate the patient's disposition in treatment and/or transportation. If the prisoner is transported, he/she must be accompanied by law enforcement officer at all times. Following in another vehicle is not sufficient.
- B. Voluntary Commitments: For mental patients being voluntarily committed to a medical facility, the technician or family member may act in their behalf in admitting them. Law enforcement is not required to accompany the patient.

Involuntary Commitments: Mental patients being involuntarily committed must be

accompanied by a law enforcement officer. A patient will not be committed without a law enforcement officer present to release custody. Transportation out of Bertie County is the responsibility of the Bertie County Sheriff's Office and EMS may be contacted to assist in transporting the patient to an appropriate medical facility. The on-duty medical control physician or the physician evaluating the patient must request an ambulance and indicate a medical necessity for transport by ambulance.

Section V

Narcotics Policy

Obtaining Narcotics

All narcotic supplies will be purchased through approved vendors, utilizing the DEA Form -222 (Official Order Forms - Schedules I & II).

Order Forms must be completed and handled according to the instructions on the reverse of the form (DEA-222) being sure to record the amount and date received.

Supplies received shall be inspected for expiration dates and damage potential prior to acknowledgement of receipt.

A copy of the DEA-222 should be included in the notebook contained inside of the main narcotics safe.

E. Controlled Substance Procedures

1. At the completion of a shift, both the on-coming and off-going Paramedic will report to the ambulance and visually inspect the controlled substances together. Inspection will include ensuring that the narcotics are sealed and recording the drug seal number on the appropriate check-off sheet, as well as ensuring the quantity of each controlled substance is correct and recorded on the check-off sheet as well.
2. Both Paramedics are to sign the controlled substance check-off sheet at the point in which the visual inspection is done at shift change. There should never be a circumstance in which pre-signing of the check-off sheet is performed.
3. The Paramedic is to maintain possession of the carabiner containing the lock box key at all times. At no time should the key be passed to a lower certified technician or not be in the Paramedic's direct possession. In the event a Paramedic needs to leave without coverage arriving, the EMS Division Chief should be contacted for instructions on how to properly secure the narcotics.
4. After administration of any controlled substance, the Paramedic should waste any remaining medication in the presence of a nurse or physician at the ED, not their partner on the EMS unit. If no medication is to be wasted, the empty medication container and delivery device should still be shown to either a nurse or physician at the ED. Once completed, the nurse or physician should sign as a witness on the appropriate section of the controlled substance log. Only in circumstances in which the staff at the ED is unwilling to sign as a witness should the Paramedic have their partner serve as the witness. This is to limit the risk of possible diversion.

5. All controlled substance administrations are to be recorded in the controlled substance log, to include the date, PCR number, medication administered, amount given, amount wasted, Paramedic signature, and witness signature.
6. Once the call is completed, if it is prior to 2200hrs, the Paramedic should contact the EMS Division Chief, or the Emergency Services Director in the Chief's absence, to resupply the medication administered.
7. If it is after 2200hrs, unless the amount on hand on the EMS unit is above 50% of daily quantities, notification can wait until the next morning. If the stock is below 50%, immediate notification should be made to the Chief or Director for resupply.
8. Random inspections of controlled substances will be performed monthly, to include a check of the count, as well as check-off sheet.
9. Any employee suspected of improperly using or handling controlled substances will be subject to the terms of the substance abuse testing policy.

Policy Enforcement

Failure to properly comply with the aforementioned policy will result in the following personnel actions being taken.

- First offense will result in a **SUSPENSION, FINAL WRITTEN WARNING, OR TERMINATION.**
- Second offense will result in **TERMINATION.**

It is imperative that this policy be strictly adhered to.

Section VI

Forms and Other Resource Materials

ATTACHMENT A
Handbook Acknowledgment

This Personnel Handbook describes important information about Bertie County Emergency Services, and I understand that I should consult with Bertie County Emergency Services management regarding any questions not answered in the Handbook. However, it is not all-inclusive of the policies or procedures of Bertie County Emergency Services.

The information, Policies and benefits described in this Handbook are subject to change. Whenever possible, all such changes will be communicated through official notices, and I understand that revised information may supersede, modify or eliminate existing policies at any time and without any prior notice.

As an employee, I have entered into my relationship with Bertie County Emergency Services voluntarily and acknowledge that there is no guarantee of employment. Accordingly, either Bertie County Emergency Services or I can terminate the relationship at any time. I understand that this Handbook is not a contract of employment.

I have received the Handbook and I understand that it is my responsibility to read and comply with the policies contained in this Handbook and any revisions made to it.

I also understand that I will be subject to any appropriate disciplinary action, in accordance with guidelines set forth in this Handbook, for violations of policies set forth herein. Again, it is my responsibility to read all of these policies, and ignorance of the policy will not be a valid excuse for any policy violation, because it is my responsibility to understand these policies and ask any questions to help clarify anything in which I have questions about.

EMPLOYEE SIGNATURE

DATE

EMPLOYEE NAME (TYPED OR PRINTED)

ADMINISTRATIVE SIGNATURE

DATE

**Windsor, North Carolina
November 3, 2014
Regular Meeting**

The Bertie County Board of Commissioners met for their regularly scheduled meeting at 10:00AM in the Commissioners Room located at 106 Dundee Street Windsor, NC. The following members were present or absent:

Present: J. Wallace Perry, Chairman
Charles L. Smith, Vice-Chairman
John Trent
Ronald "Ron" Wesson

Absent: Rick Harrell

Staff Present: County Manager Scott Sauer
Clerk to the Board Sarah S. Tinkham
County Attorney Lloyd Smith
Network Administrator Joe Wilkes
Finance Director William Roberson
Emergency Services Director Mitch Cooper
EMS Division Chief Matt Leicester
NET Coordinator Kim Campbell
Compliance Officer Crystal Freeman
Register of Deeds Annie Wilson
Department of Social Services Director Linda Speller
Soil and Water Conservation Director Vic Thompson

Thadd White of the Bertie Ledger-Advance was present from the media.

Chairman Perry welcomed all of those present, and thanked them for their attendance.

INVOCATION/PLEDGE OF ALLEGIANCE

Commissioner Wesson gave the Invocation and Pledge of Allegiance.

PUBLIC COMMENTS

Matt East and Josephine Aiken of Republic Services approached the Board with a hand out regarding the land fill host fees that Republic Services has made to the County, Bertie County Board of Education, as well as to the Bertie County YMCA over the years with data beginning in 1998.

Mr. East stated that Republic Services has contributed approximately \$27 million dollars to these three causes since 1998.

Mr. East continued by stating that Republic Services values the relationship they currently have with the County in the operation of the County's landfill, and that he was sure his company could save the County at least 10% on their current Waste Industries contract for the convenience sites.

Mr. East cautioned that this was based on preliminary assumptions, and that Republic Services could not provide an official bid within the time frame set forth by the County.

Mr. East requested that the Board consider extending the deadline for submission of a formal bid by 90 days. He stated that he was confident that he could go through the appropriate channels in his company to be able to provide the County with the more informative bid at that time.

After some discussion, the Board came to a consensus to discuss this matter openly later in the meeting.

Diane Spivey of Windsor introduced Robert Outlaw of Windsor. Mr. Outlaw alerted the Board to the condition of his street stating that it is currently having issues with minor flooding and potholes. He asked if the Board was able to provide assistance with this matter.

Commissioner Wesson and Chairman Perry informed Mr. Outlaw that private and public roads were not under the control of the County, and that they cannot provide assistance with roads in need of attention.

Chairman Perry recommended that Mr. Outlaw reach out to the North Carolina Department of Transportation for assistance, or to contact the other owners of those on the street to possibly find a resolution to the road condition.

There were no other public comments.

APPOINTMENTS

Presentation of Bertie County Ombudsman Annual Report by Mid-East Commission Area Agency on Aging Regional Ombudsman, Tameka Riggsbee

Tameka Riggsbee, Ombudsman of the Mid-East Commission Area Agency on Aging, presented her annual report to the Board regarding the long-term care homes in the County.

The Board received the full report in their electronic agenda packets.

Commissioner Wesson requested additional information regarding respite homes in the County, and Ms. Riggsbee stated that she would provide the Board with the appropriate contact person for that matter.

Bertie County NC Works One Stop Center update by Center Manager, Andre Rowe

Andrew Rowe, Center Manager of the Bertie County NC Works One Stop Center, was present to provide an update to the Board regarding the services and latest events that have taken place at the Center.

Mr. Rowe informed the Board of the latest job fairs with both Hard Hat Workforce Solutions, Megaforce, as well as the job fair recently coordinated by the Bertie County Economic Development Department.

Mr. Rowe reported that approximately 160 people had been hired due to the success of the latest job fairs, and that the Center is also continuing their efforts to secure on-the-job (OJT) training contracts.

Additionally, Mr. Rowe provided additional information about the Center's operation, and discussed the efforts being made to secure online accounts for job seekers in the NC Works system. The system allows resumes to be uploaded, and employers are then able to search for potential employees based on their selected search criteria.

Lastly, Mr. Rowe requested that the County aid him in securing another Division of Workforce Solutions (DWS) associate to serve at the Center in order to assist patrons with their unemployment claims, hearings, and payments.

EMS/NET Billing Update by David Pickren of Colleton Software

Emergency Services Director, Mitch Cooper, and EMS Division Chief Matt Leicester, introduced David Pickren of Colleton Software.

Mr. Pickren approached the Board, and provided them with a hand out regarding the current revenues for both EMS and NET.

The report stated revenue collections are on target and expected to meet the budgeted estimates.

The Board thanked Mr. Pickren for his report, and stated that they were pleased to hear of the progress being made in both departments.

EMS presentation of Employee Handbook and 2014 Standard Operating Guidelines for approval

County Attorney, Lloyd Smith, discussed a few of his suggested changes to the proposed handbook mostly pertaining to the alcohol, drug, and weapons policies.

Additionally, Mr. Smith stated that he would be working closely with Mr. Cooper and Mr. Leicester in finalizing a handbook for the Board's approval at their next meeting.

A full copy of the drafted handbook was placed into the Board's electronic agenda packet.

BOARD APPOINTMENTS

There were no Board Appointments.

CONSENT AGENDA

Approve minutes for Public Hearing 10-16-14

Commissioner Trent made a **MOTION** to approve the Regular Session minutes from 10-16-14, 10-20-14, and 10-27-14. Commissioner Wesson **SECONDED** the motion. The **MOTION PASSED** unanimously.

Approve minutes for Closed Session 10-20-14

These minutes were deferred.

Approve minutes for Closed Session 10-21-14

These minutes were deferred.

Accept Register of Deeds Fees Report – October 2014

County Manager Sauer recommended this item for approval.

Commissioner Wesson made a **MOTION** to approve the Register of Deeds Fees Report for October 2014. Vice Chairman Smith **SECONDED** the motion. The **MOTION PASSED** unanimously.

DISCUSSION AGENDA

Soil & Water Conservation District project proposal for alligator weed eradication on the Cashie River, and consideration of proposed Resolution

The Board viewed a PowerPoint presentation from David Hodges and Soil and Water Conservation Director, Vic Thompson.

The Board discussed the proposed resolution for financial support an effort to eradicate the alligator weed on the Cashie River over a 2-3 year time span. Chemical treatment would be utilized over the course of a few years with the first year's application cost of \$12,846.

The Board requested that Mr. Thompson revise the resolution to include more specific details about the cost and products involved in the project.

Commissioner Trent made a MOTION for the Soil and Conservation Department to move forward in the resubmission of a resolution as the Chairman suggested, as well as to continue to explore relevant grant options. Vice Chairman Smith SECONDED the motion. The MOTION PASSED unanimously.

Department of Social Services update on Medicaid and food stamp applications and processing requirements as directed by the State

Linda Speller, Bertie County DSS Director, approached the Board to explain a report that was provided in their electronic agenda packet.

She summarized the report by stating that the NC Fast program is going well in Bertie, but that some issues have arisen in other parts of NC due to the implementation of the Affordable Care Act.

She also reported that food stamp applications were being submitted in the proper timeframe, but that re-certification has become increasingly time consuming to conduct due to a new software that the State has implemented.

COMMISSIONER'S REPORTS

Commissioner Wesson recognized Bertie County Register of Deeds, Annie Wilson, for her appointment as an officer to the North Carolina Association of Register of Deeds. Ms. Wilson just took office as Historian for the organization.

The Board commended Ms. Wilson on this accomplishment.

The Commissioners had no further remarks at this time.

COUNTY MANAGER'S REPORTS

County Manager Sauer gave the Board an overview of the next Commissioner's meeting on Monday, November 17.

Mr. Sauer stated that the following matters would be discussed, or take place, at the next meeting: the approval of the EMS Employee Handbook and 2014 Standard Operating Guidelines, a public hearing on the proposed manufactured home park ordinance, as well as the submission of a new Road Name Change policy from the County Attorney.

COUNTY ATTORNEY'S REPORT

The County Attorney reminded the Board to consider a brief Closed Session before adjourning the meeting.

Matt East and Josephine Aiken of Republic Services were still present, so the Chairman entertained discussion about their request that was made earlier in the meeting regarding a deadline extension for a bid for the convenience sites.

After some discussion, the Board granted an additional 90 days for all vendors to submit bids for the convenience sites.

County Manager Sauer stated that the 90 day extension would, therefore, end on Tuesday, February 3rd.

Mr. East assured the Board that, if their bid were to be accepted, that they could be in full operation by the end of the Waste Industries contract on June 30, 2015.

Commissioner Trent made a **MOTION** to extend to the request for proposals (RFP) deadline for the convenience sites to February 3, 2015. Vice Chairman Smith **SECONDED** the motion. The **MOTION PASSED** unanimously.

Commissioner Trent requested that County Manager Sauer notify all bidders, and inform them of the extended deadline.

PUBLIC COMMENTS

There were no public comments as only Commissioners and County staff was still present.

CLOSED SESSION

By request of County Manager Sauer, Vice Chairman Smith made a **MOTION** to go into Closed Session pursuant to N.C.G.S. § 143-318.11(a)(3) to consult with the County Attorney in order to preserve the attorney-client privilege that exists between the attorney and this public body. Commissioner Trent **SECONDED** the motion. The **MOTION PASSED** unanimously.

The Board shifts into Closed Session.

Commissioner Wesson made a **MOTION** to return to Open Session. Vice Chairman Smith **SECONDED** the motion. The **MOTION PASSED** unanimously.

OPEN SESSION

Per conversation in Closed Session, Commissioner Wesson made a **MOTION** to approve the following Closed Session minutes, but under the following conditions: Closed Session minutes

from 1-7-14, 1-17-14, 2-17-14, 4-7-14, 4-21-14, 6-12-14, 6-26-14, 9-8-14, and 10-21-14 are to be approved, but sealed. Closed Session minutes from 1-16-14, 3-3-14, 6-9-14, and 8-4-14 shall be approved, but partially released. Lastly, Closed Session minutes from 5-5-14, 6-16-14, 7-7-14, 10-6-14, and 10-20-14 are to be approved, and fully released. Vice Chairman Smith **SECONDED** the motion. The **MOTION PASSED** unanimously.

County Manager Sauer also asked the Board to approve the Open Session minutes from 10-21-14.

Vice Chairman Smith made a **MOTION** to approve the Open Session minutes from 10-21-14 as requested. Commissioner Wesson **SECONDED** the motion. The **MOTION PASSED** unanimously.

ADJOURN

Chairman Perry adjourned the meeting at 12:35pm.

J. Wallace Perry, Chairman

Sarah S. Tinkham, Clerk to the Board



Bertie County Tax Department
PO Box 527
106 Dundee St.
Windsor, NC 27983
Phone: (252) 794-5310
Fax: (252) 794-5357

November 3, 2014

William Roberson
Bertie County Finance Officer
Windsor, NC 27983

Dear Mr. Roberson:

Attached you will find a (1) Computer Printout and, (2) Copies of the appropriate pages of the "Error Journal" (Ledger) manually maintained in the tax office, both relative to Errors and Releases which are now ready for your approval.

The errors and releases herein are for the month of **October** and this request for your approval is made pursuant to "Resolution of the Board of Commissioners" dated August 5, 1985. This may also serve as your report to the Board of Commissioners required by the same "Resolution."

Respectfully Submitted,



Tax Administrator

Approved on _____ 20 _____

RLS*14*304	DATE	NAME	CODE	LEVY	ADV	PEN	INT	TOTAL
	10/9/2014	First Citizens Bank 14A19356.80	G01	629.39		0		\$629.39
		Incorrect Depreciation Schedule						



BERTIE COUNTY

106 DUNDEE STREET
 POST OFFICE BOX 530
 WINDSOR, NORTH CAROLINA 27983
 (252) 794-5300
 FAX: (252) 794-5327
 WWW.CO.BERTIE.NC.US

BOARD OF COMMISSIONERS
 J. WALLACE PERRY, Chairman
 CHARLES L. SMITH, Vice-Chairman
 RICK HARRELL
 JOHN TRENT
 RONALD "RON" WESSON

ADMINISTRATIVE STAFF
 SCOTT T. SAUER, County Manager
 SARAH S. TINKHAM, Clerk to the Board

BERTIE COUNTY RESOLUTION: AQUATIC WEED CONTROL

WHEREAS, the Bertie County Board of Commissioners desires assistance from the North Carolina Division of Water Resources to address alligator weed control measures to enhance the natural resources of the Cashie River.

NOW, THEREFORE, BE IT RESOLVED THAT:

- 1) The *Bertie County Board of Commissioners* request that the North Carolina Aquatic Weed Control Program conduct the Cashie River Alligator Weed assessment for Bertie County.
- 2) The *Bertie County Board of Commissioners*, with the understanding that multi-year treatment may be needed, assumes full obligation for payment of \$12,846.06, the first year, which is *fifty* percent of costs of the Bertie County Alligator Weed Project and its associated application of Habitat for chemical control.
- 3) The *Bertie County Board of Commissioners* will assist the North Carolina Department of Environment & Natural Resources (NCDENR) in quantifying this aquatic weed control project.
- 4) The *Bertie County Board of Commissioners* will assure that the public will have access to the waters that are included in this aquatic weed control project.
- 5) The *Bertie County Board of Commissioners* will hold the State harmless from any damages that may result from the implementation of said project.
- 6) The *Bertie County Board of Commissioners* will be responsible for notifying all landowners whose property is adjacent to the body of water in which the project is located and for sponsoring any public information meetings that may be needed.
- 7) The *Bertie County Board of Commissioners* will notify the public of any temporary restrictions on use of the body of water as required by the specific method of treatment used.

Adopted by the *Bertie County Board of Commissioners*

this _____ day of _____, 20____.

 J. Wallace Perry, Chairman
 Bertie County Board of Commissioners

 Sarah S. Tinkham, Clerk to the Board

BUDGET AMENDMENT

		# 15-02		
	INCREASE			INCREASE
10-0090-4991-99	\$ 12,847		10-4960-5400-05	\$ 12,847
TO SETUP BUDGET - AQUATIC WEED CONTROL				
APPROVED / /2014				

Scott Sauer

From: James Hite <jgh@hiteassoc.com>
Sent: Saturday, November 01, 2014 4:01 PM
To: Ann Williams; Scott Sauer
Cc: James Hite
Subject: RE: FW: Bertie High School - Follow up from meeting with WIMCO
Attachments: 1754 - The New Bertie High School - Gym Floor Slab Placement - 7-12-13.jpg

Scott,

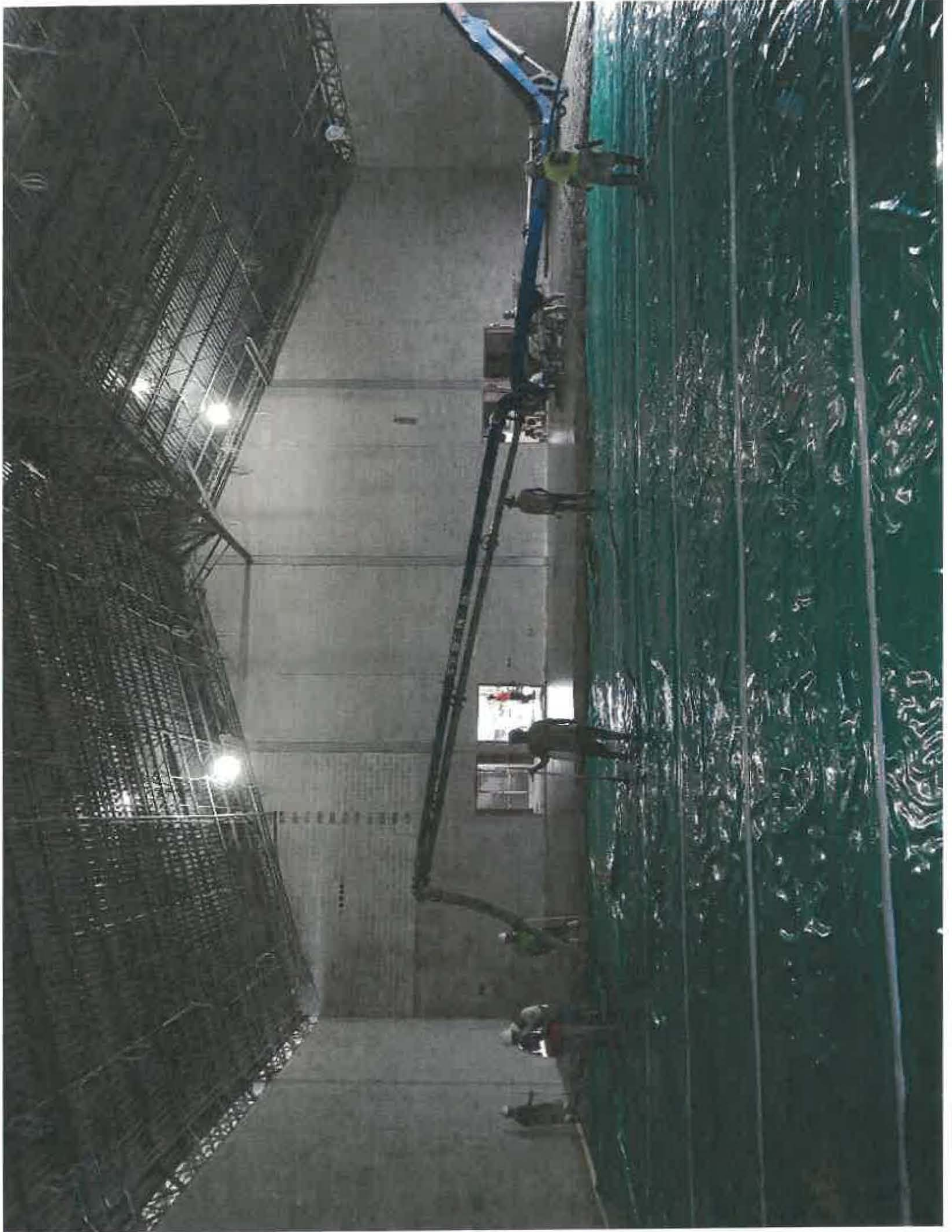
Here is a photo showing the gym floor with the vapor barrier in place, with the concrete slab pour beginning. The vapor barrier that you see is a 15 mil thickness polyvinyl sheet product with taped and sealed joints and manufactured expressly for this application. There many other photos of the building as it went up, as you know, and if you would like to have all of them for your records I will see what I can do.

It is still my opinion that the buckles in the gym floor panel joints are a result of the high humidity in the gym during the summer, over the weeks that the building was drying out and the HVAC system was not dehumidifying sufficiently. The HVAC system is now operating as it should with normal humidity levels and the floor is improving. The installer has seen this occur in similar circumstances and is confident that as the moisture taken in by the wood floor dries, the floor will correct itself. We are monitoring this, as is Mr. Bond.

Please let me know if you need anything more or if I can answer any other questions.

Regards,

Jimmy Hite



APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF

PAGES

TO OWNER County of Bertie
Attn: Morris Rascoe
106 Dundee Street
Windsor, NC 27983

PROJECT: Job # 1754
New Bertie High School

APPLICATION NO: 75420

Distribution to: JUL 29 2014

Form with checkboxes for OWNER, ARCHITECT, CONTRACTOR. ARCHITECT is checked.

FROM CONTRACTOR:
WIMCO Corp
P. O. Box 121
Washington, NC

VIA ARCHITECT: Hite Associates, PA
Greenville, NC

PERIOD TO: 7/25/2014

PROJECT NOS: 1754

CONTRACT FOR: General Construction

CONTRACT DATE 11/08/12

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

Table with 2 columns: Description and Amount. Includes items like ORIGINAL CONTRACT SUM, RETAINAGE, and BALANCE TO FINISH.

Handwritten note: MATH & CHECKED BY 7/31/14 BMM

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents...

CONTRACTOR: WIMCO Corp
POB 121 Washington, NC

By: Robert Smith Date: 7/24/2014

State of: North Carolina County of: Pitt
Notary Public: KORI E. REECE
My Commission expires: 6/26/2018



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated...

AMOUNT CERTIFIED \$ 452,887.61

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: [Signature] Date: 9/30/2014

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY table with columns: CHANGE ORDER SUMMARY, ADDITIONS, DEDUCTIONS. Includes rows for Total changes approved, Total approved this Month, and NET CHANGES by Change Order.

SINGLE PRIME CONSTRUCTION ACCOUNTING SUMMARY

PROJECT: #21131 New Bertie County High School
Windsor, NC

Type: _____ Gross Sq. Feet New Area (Enclosed): 147,063
 Const. Class: _____
 Cap: _____

Contract Date: 11/8/2012 Completion Date: 5/30/2014

GENERAL CONTRACTOR: WILCOX Corporation PO Box 141 Washington, NC 27889

Original Contract Sum:		\$19,345,606.00
CO No. G1	Modify 4 classrooms	\$110,550.80
CO No. G2	Omit 4-cell conduits, unused found allowance, omit flyer, add oven, change brick, omit proj. screens-provide wall brackets, add back fixtures, light's	\$3,303.20
CO No. G3	Omit Art Electronics Laundry Items; HVAC louver & exhaust fans adjustments, security keypad	-\$6,922.97
CO No. G4	Add devices to 231 convert to Computer Lab	\$ 4,133.18
CO No. G5	Allowances reconciliation, Time extension	-\$33,529.15
CO No. G6		
CO No. G7		
CO No. G8		
CO No. G9		
Total Change Orders executed to Date:		\$77,535.16
Total Change Orders pending:		\$0.00
Current Contract Sum:		\$19,423,141.16
Total Payments Approved to Date:		\$19,423,141.16
Balance of Contract Sum:		\$0.00

Progress Payments Approved	Received	Reviewed	Sent
1	\$217,137.70	11/20/2012	11/20/2012
2	899,558.80	1/7/2013	1/7/2013
3			
4	\$1,154,183.50	1/28/2013	1/30/2013
	\$813,282.65	2/26/2013	2/26/2013
5	\$1,112,403.45	3/28/2013	3/28/2013
6	\$1,625,793.90	4/30/2013	5/1/2013
7	\$1,480,429.65	5/28/2013	5/29/2013
8	\$1,301,967.40	6/25/2013	7/1/2013
9	\$1,558,217.80	7/30/2013	7/31/2013
10	\$1,158,028.15	8/28/2013	8/6/2013
11	\$1,779,598.67	9/24/2013	9/25/2013
12	\$1,062,948.50	10/30/2013	10/31/2013
13	\$1,125,875.40	11/26/2013	11/27/2013
14	\$529,773.10	1/7/2014	1/10/2014
15	\$658,654.00	1/28/2014	1/29/2014
16	\$444,931.08	2/28/2014	3/4/2014
17	\$889,298.19	3/25/2014	3/30/2014
18	\$389,413.13	5/9/2014	5/9/2014
19	\$200,506.81	5/16/2014	5/28/2014
20	\$590,253.67	6/27/2014	6/30/2014
21	\$452,897.81	7/29/2014	7/30/2014
22			
23			
TOTAL	\$19,423,141.16		

TECHNICAL CONTRACTOR: J. H. Smith Communications, Inc. 1861 S. W. Morgan Blvd Rocky Mt, NC 27863

Original Contract Sum:		\$359,800.00
Co. No. T-1	projector cables to TV cables	\$10,184.27
CO No. T-2	30 CAT6 drops classrm 231	\$10,945.00
CO No. T-3		
CO No. T-4		
CO No. T-5		
Total Change Orders executed to Date:		\$21,139.27
Total Change Orders Pending:		\$0.00
Current Contract Sum:		\$380,939.27
Total Payments Approved to Date:		\$265,000.00
Balance of Contract Sum:		\$115,939.27

Progress Payment Approved	Received	Reviewed	Sent
1	\$71,282.75	4/11/2014	5/2/2014
2	\$193,707.25	5/29/2014	6/17/2014
3			
4			
5			
6			
7			
8			
9			
10			
11			
FINAL			
TOTAL	\$265,000.00		

CONTRACTS SUMMARY

Total Original Contracts:	\$19,705,406.00	
General to Date:	\$19,423,141.16	98.1%
Technology to Date:	\$380,939.27	0.01924
Total Change Orders executed to Date:	\$98,674.43	0.5%
Current Change Orders pending:	\$0.00	
Total Current Contracts:	\$19,804,080.43	98.1%
Total Payments Approved to Date:	\$19,688,141.16	99.4%
Balance of Contract Sum:	\$115,939.27	0.6%

\$134.66 Cost Per Sq. Ft.

STATEMENT / INVOICE No. 7

TO: *County of Bertie*
 106 Dundee Street
 Windsor, NC 27983
 ATTN: Mr. Scott Sauer, County Manager

RE: **NEW BERTIE HIGH SCHOOL**
 Windsor, NC

SERVICE	% FEE	AMOUNT	% COMP	AMT DUE
Schematic Design	15%	\$120,000.00	100%	\$120,000.00
Design Development	15%	\$120,000.00	100%	\$120,000.00
Construction Documents	35%	\$280,000.00	100%	\$280,000.00
Bidding Phase	5%	\$40,000.00	100%	\$40,000.00
Construction Administration	25%	\$200,000.00	100%	\$200,000.00
Final Completion Design Services	5%	\$40,000.00	75%	\$30,000.00
TOTALS	100%	\$800,000.00	99%	\$790,000.00

ADDITIONAL SERVICES / REIMBURSABLES

Printing / shipping with No. 1	\$9,982.30	PAID
Advertising	\$911.46	PAID
Traffic Impact Analysis	\$9,410.73	PAID
TERRACON - Geotechnical study and report	\$14,020.00	PAID
TERRACON - Geotechnical for storm water basin	\$2,200.00	PAID
Blue Water Environmental Services	\$1,082.90	PAID
Roanoke Land Surveying	\$13,200.00	PAID
NCDENR - Express SW permit fee	\$4,000.00	PAID
NCDENR - SW and Erosion Control permit fee	\$2,145.00	PAID
NCDENR - DWQ permit fee	\$240.00	PAID
NCDENR - Waterline extension fee	\$150.00	PAID
NCDENR - Sewer extension fee	\$480.00	PAID
NCDOT - Driveway permit fee	\$50.00	PAID
Printing / shipping with No. 3	\$69.45	PAID
Printing / Shipping with No. 5	\$158.33	PAID
Printing / Shipping with No. 6	\$102.63	PAID

TOTAL SERVICES COMPLETE: \$848,202.80

LESS TOTAL PAID TO DATE: \$ 808,202.80

PLEASE PAY THIS AMOUNT \$40,000.00

CONTRACT BASIS: fixed fee + reimb \$800,000

RECORD OF PAYMENTS

No.	INV DATE	PMT DATE	AMOUNT
1	7/30/2012	10/9/2012	\$ 617,872.39
2	1/31/2013	2/12/2013	\$ 20,000.00
3	3/29/2013	4/8/2013	\$ 20,069.45
4	4/2/2013	5/20/2013	\$ 20,000.00
5	10/23/2013	11/12/2013	\$ 72,158.33
6	5/9/2014	5/28/2014	\$ 58,102.63
7	8/27/2014		
8			
9			
10			
PAID TO DATE:			\$ 808,202.80

Scott Sauer

From: Scott Sauer
Sent: Thursday, November 13, 2014 3:23 PM
To: Elaine White (ewhite@bertie.k12.nc.us); 'mbond@bertie.k12.nc.us'
Cc: 'Cooper, Kimberly'; John Trent (abjtrent3@yahoo.com); Kenny Lenau
Subject: High School site visit--Please forward to Rod Malone

Elaine,

Monday night November 17th, at the Board of Commissioners, we will be discussing the continued concerns with flooring and classroom doors at the new high school.

At the Chairman's request, we have invited the architect and general contractor to be present at the Board meeting as we attempt to resolve these issues. I have asked Matthew Bond, school maintenance director to attend and you are welcome to attend as well if you are able.

This afternoon Mr. Bond and Commissioner Trent were accompanied by our consultant with Palmetto Environmental Solutions, Mr. Kenny Lenau as we visited the high school.

It appears that the condition of the gymnasium floor is worsening, and the buckling of the wood strips is more visibly pronounced than during our last visit on October 29th. Our consultant took humidity readings, and will report his findings at the Board meeting Monday night. As I listened to the discussion, it continues to concern me that the moisture problem is coming from below the wooden floor. Whatever final determination is made regarding the cause of this moisture, the gymnasium floor condition is not acceptable in its present state.

We also walked the hallways and noted cracks in the tile flooring at various locations, especially where it appears that concrete pouring was stopped, then resumed at connecting sections without adequate grinding to smooth out the concrete surface. In one hallway section near the entrance to the auditorium stage, the buckling of the tile flooring material extended the entire width of the hallway.

In the auditorium lobby, there are cracks in the tile flooring that extend in a diagonal direction from two different locations, both of which appear to start at the base of a load bearing column on either side of the exterior doors. We may be at the point where the County should engage an independent engineer to inspect the building.

We also continue to have concerns about humidity and its impact on the classroom door lamination where saw cuts were made to prevent further sticking problems earlier in the school year.

The County continues to hold substantial funds in contract retainage for WIMCO and Hite. It may be advisable to have the Board of Education's attorney, Mr. Malone, speak with county attorney Lloyd Smith as these discussions continue.

Please feel free to call me at any time regarding this matter, and thank you for your support as we work toward a successful resolution.

Scott

Lloyd C. Smith, Jr.

From: Donalt J. Eglinton - 5456 <DJE@wardandsmith.com>
Sent: Monday, November 10, 2014 4:57 PM
To: Lloyd C. Smith, Jr.
Subject: Bertie County and Bertie County Board of Education - Bertie County High School Project
Attachments: FW: The New Bertie High School - Gym Floor Slab Placement - 7-12-13; FW: Emailing: 1754- The New Bertie High School 092- 300 Slab Prep (2); EDWARDS BACKUP001.pdf

Importance: High

Lloyd:

Thank you for returning my call earlier today (and the several that I placed last week). As I indicated when we spoke, I thought that a conversation might avert any dispute over the final payment that currently is owed and due to our client, WIMCO. The Architect certified the final payment on September 30, 2014. This, as you know, makes the final payment owing and due under the Contract.

The Board of Education has refused to remit final payment on the basis of two issues. Neither provides justification for withholding payment.

First, the Board has questioned whether an alteration to some of the doors. To fit properly, the doors were planned and finished in accordance with the manufacturer's knowledge and accepted procedures. In this regard, I am attaching a letter from the manufacturer providing written assurance that the manufacturer's warranty remains in place. Additionally, WIMCO is obligated under the General Conditions of the Contract to provide warranty service for workmanship issues that arise during the first year. We understand that the doors now all are functional and working properly. Performance with respect to the doors is complete under the Contract. The anticipation of the potential for a warranty claim does not justify withholding of funds from the final payment.

Second, the Board has questioned the condition of the hardwood floor installed in the gymnasium. The condition of the hardwood floor is the direct result of a design omission. As presented to WIMCO, the design did not include dehumidifiers in the gymnasium area. Because there was no dehumidification, moisture build up in this area, causing the wood in the floor to swell and buckle. To resolve this problem, the Architect contracted independently with an HVAC contractor (the same one that WIMCO had engaged as the HVAC subcontractor) to have dehumidifiers installed in the gymnasium area. This was done at the Architect's cost. The installation of these dehumidifiers was not included within the scope of work under the Contract with WIMCO, and WIMCO did not perform the work on these dehumidifiers. WIMCO constructed the building (floor and HVAC system) in accordance with the design. In this regard, I also am attaching photographs that show proper installation of the vapor barrier. We understand that the manufacturer of the wood floor has recommended allowing the material to dry in the dehumidified area before any corrective action is taken. We understand that, except for a relatively small area, this has resolved the condition of most of the hardwood floor. However, if corrective action is required to address the condition of the hardwood floor, then the cost of this action is the responsibility of the Architect, not of WIMCO. There is no justification for withholding funds from the final payment owing and due to WIMCO to address the hardwood floor.

One final point that we discussed was the amount owed to WIMCO, \$452,887.61. We understand that the entire floor could be replaced for between \$100,000 and \$125,000.

WIMCO performed under the Contract in a timely and proper manner. WIMCO is not inclined to become involved in a dispute with Bertie County over payment. However, it expects Bertie County to abide, as WIMCO has, by the obligations it has under the Contract, one of which is prompt remittance of final payment.

We understand that some of the information conveyed to you today is "new" to you and that you have asked for some time (a week) to attempt to sort things out. Although WIMCO is understandably anxious to receive the final payment that is owed to it, WIMCO will extend you this courtesy.

Thank you in advance for your cooperation and prompt attention to this important matter. Please let me know if you need additional information or have any questions.

Don



Donalt J. Eglinton
Attorney

Ward and Smith, P.A.

1001 College Court (28562) | Post Office Box 867

New Bern, NC 28563-0867

P: 252.672.5456 | F: 252.672.5477 | M: 252.670.3617

V-card | www.wardandsmith.com



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C.H. EDWARDS
INCORPORATED

PO BOX 30110
GREENVILLE, NC 27833-0110
PHONE: (252) 756-8500
FAX: (252) 756-3884

October 30, 2014

WIMCO Corp.

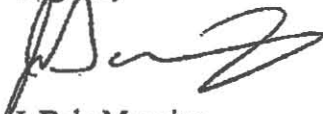
Attn: Robert Smith

Re: New Bertie High School – Wood Door Modifications

As discussed with the manufacturer, Eggers Industries, field fitting or modification is acceptable. Slight modifications do not void the manufacturer's lifetime warranty. A copy of the warranty is attached for your review.

Special laminated strand lumber top and bottom rails were provided for this project. These high strength, low moisture absorbing rails surround the particle-board core to provide increased rigidity and durability.

Regards,



J. Dale Manning

TRUE STILE & RAIL AND 5-PLY FLUSH DOORS

Warranty Information

Date: April, 2014



Eggers Industries

Since methods and conditions of installation and use are beyond the control of Eggers, this warranty is not effective unless the doors are stored, handled, finished, used and installed in strict accordance with the provisions set in the following guidelines of this warranty.

Eggers Door Warranty Tolerances, Exclusions and Instructions

TOLERANCES

1. Stile, rail and core show-through (telegraphing) shall not be considered a defect unless the face of the door varies from a true plane in excess of $1/100"$ (.010") in any 3' span.
2. Warp shall not be considered a defect unless it exceeds $1/4"$ in the plane of the door itself. For doors $1-3/4"$ or thicker, warp shall not exceed $1/4"$ in doors $3'6" \times 7'0"$ or smaller, nor shall it exceed $1/4"$ in any $3'6" \times 7'0"$ section of larger doors. For doors less than $1-3/4"$ thick, warp shall not exceed $1/4"$ in doors $3'0" \times 7'0"$ or smaller. Warp is any distortion in the door itself and does not refer to the relationship of the door to the frame, jamb, or adjacent doors. Warp is measured by placing a straight edge on the concave face and determining the maximum distance from straight edge to door face.
3. Tolerances for all applied moulding locations are $\pm 1/8"$ reference to all margins.

HANDLING, FINISHING AND INSTALLATION INSTRUCTIONS

1. Store doors flat on a level surface in a dry, well-ventilated building. Protect doors with an opaque covering that does not permit light to penetrate to keep the doors clean and avoid discoloration. Covering must allow air circulation. If doors are to be stored more than a week, all edges should be sealed. Deliver doors or frames to building site after HVAC system is operating and balanced and plaster or cement is dry.
2. Doors should not be subjected to extreme heat and/or humidity. Relative humidity should not be less than 25% or greater than 55% and temperatures should not be less than 50 degrees F. or greater than 90 degrees F.
3. Handle with clean gloves and do not drag doors across one another or across other surfaces.
4. The utility or structural strength of the doors must not be impaired in the fitting of the door, the application of hardware or cutting and altering for lites, louvers, panels or any other special details.
5. Use three hinges for doors 7'6" in height or less, and one additional hinge for each incremental 30" of height over 7'6".
6. Allow a fitting clearance of $1/16"$ to $1/8"$ at each side and at the top.
7. Seal all edges immediately after field fitting.
8. Prior to field applied finishes, doors must be sanded. The finisher should thoroughly sand the doors with 150-grit sandpaper going with the grain direction of the veneer. A hand block should be used to remove all scuffs, handling marks, scratches, raised grain, burnishes and effects of exposure to moisture that may occur during handling, unloading and storage.
9. Some woods, particularly Oak, contain chemicals which react with iron. Do not use steel wool on Oak doors.
10. Doors prefinished at the factory should be checked against approved finish sample prior to hanging. (Installation of prefinished doors shall constitute acceptance.)
11. Stile and rail doors not prefinished at the factory must be stained and sealed, or painted, within 10 working days after the doors arrive from Eggers. Stile and rail doors supplied to Hawaii or Alaska must be factory finished.
12. Pilot holes must be drilled for all screws that act as hardware attachments. Self-tapping or combination wood/metal screws are not warranted for use on wood doors.

EXCLUSIONS

This warranty does not cover:

1. The appearance of field finished doors.
2. Natural variations in the color, texture, character, or cut of the wood.
3. Doors with cutouts closer than 5" to the door edge or doors with adjacent cutouts such as hardware, lites, louvers, etc. closer than stated minimums.
4. Doors which have cutout areas exceeding 54" in door height. However, waivers in writing from the factory are available on a per job basis. This exclusion is waived on special full lite construction warranted for life of original installation for interior use.
5. Doors that are improperly hung and door frames that are not plumb, square and level and do not allow the door to swing freely.
6. Warpage of doors less than $1-3/4"$ thick which are wider than 3'0" or higher than 7'0".
7. Nominal wear and tear including wear-through of finish.
8. Doors supplied outside the United States for telegraphing or warpage unless approved by the factory.
9. Cracking of plastic laminated surfaced doors with openings cut by other than Eggers or its authorized representative. Radius of $1/4"$ at corners of openings must be maintained.
10. Incompatibility of hardware with a particular door construction. This includes mortises such as concealed closers, magnetic holders, etc. deeper than 2" or wider than $1-1/4"$ and concealed vertical rod devices, unless special reinforced construction is ordered.
11. Constructions involving different species, face materials, or veneer grain configurations on opposite sides of the door. This includes doors with different plastic colors or patterns on each face. This may create an unbalanced condition not warranted against warpage, cracking, delaminations, etc. Exclusion may be waived for SCL core flush doors or stile and rail doors with proper approval in the form of a letter from manufacturing.
12. Constructions, other than flush SCL, involving appliques (excluding applied moulding) that are applied to only one face of the door.
13. Doors that are not stored as outlined in the Handling, Finishing and Installation Instructions.
14. Doors that are stored longer than six months.

TRUE STILE & RAIL AND 5-PLY FLUSH DOORS
Warranty Information



Eggers Industries

Date: April, 2014

DURATION OF WARRANTIES

Particle, Agrifiber	Life of original installation	Not warranted
SCL	Life of original installation	Three years from date of original installation
Stave	Life of original installation	Not warranted
Plastic	Life of original installation	Not warranted
Mineral Core	Life of original installation	Not warranted
Acoustical	Life of original installation	Not warranted
Acoustical Airport - Flush	Life of original installation	Five years from date of original installation
Lead Shielded	Life of original installation	Not warranted
Stile & Rail - Non-Rated	Life of original installation	Three years from date of original installation
Stile & Rail - 20 Minute	Life of original installation	Not warranted
Stile & Rail - 45, 60, 90 Minute	Life of original installation	Not warranted
Full Lite Construction	Life of original installation	Not warranted
Bullet Resistant	Life of original installation	Three years from date of original installation
Foam Core	Life of original installation	Not warranted

All doors manufactured by EGGERS INDUSTRIES of Neenah, Wisconsin and EGGERS INDUSTRIES of Two Rivers, Wisconsin (hereinafter referred to as Eggers) are warranted to be free from defects in material and workmanship which would render them unserviceable or unfit for the ordinary, recommended use for the time periods as set forth below. This warranty automatically applies to purchasers of doors from Eggers and extends on resale of the product. Claims should be processed through the intermediate suppliers. It is the responsibility of Eggers' intermediate suppliers to make the initial jobsite visit on a complaint to verify the issue and collect necessary documentation (i.e., sizes, pictures, etc.). On occasion, it may be necessary for Eggers to send a representative to the jobsite. If an Eggers representative is required to go to the jobsite and the issue is determined not be a manufacturer's issue, then the intermediate supplier will be charged for all applicable expenses related to the jobsite visit.

LIMITATIONS OF LIABILITY

Eggers shall not be liable for incidental, indirect or consequential damages arising from the manufacture, use or sale of these goods. (This warranty gives you specific legal rights, and you may also have other rights that vary from state to state.) Eggers' liability is expressly limited to the repair or replacement of non-conforming goods or the refund of the purchase price, at the option of Eggers

If any door becomes defective after installation, Eggers agrees to bear the reasonable expense of repairs, rework, machining, finishing, removing and rehanging such repairs. Rework, removal and rehanging shall be performed only after approval is obtained from Eggers and the cost of such work has been determined. In the event the defect for which the doors are being rejected was apparent prior to hanging, Eggers is not obligated to pay removal and rehanging charges.

NOTICE REQUIREMENT

Since Eggers cannot control the handling or exposure of doors after shipment, a specific duty of inspection is imposed upon the purchaser as a condition precedent to any claim under this warranty. Such inspection must be made upon receipt of the goods and written notice of any claim must be received by Eggers within 30 days of receipt of the goods, or discovery of the defect. NO CLAIM UNDER THIS WARRANTY SHALL BE ACTIONABLE UNLESS THE FOREGOING NOTICE IS GIVEN AS SET FORTH HEREIN.

It shall not be the policy of Eggers Industries to inspect finished installations for the sole purpose of certifying that the installation is within warranty.

MATTERS EXCLUDED FROM THIS WARRANTY

TRUE STILE & RAIL AND 5-PLY FLUSH DOORS

Warranty Information



Eggers Industries

Date: April, 2014

15. OEM's warranty applies to all accessories supplied by Eggers.
16. Doors that have any form of face grooving which penetrate the crossbanding in excess of limitations set by the factory.
17. Doors altered by others for size by re-railing or re-stiling or refacing or defects resulting from other machining or alterations performed by others.
18. Stylus moulding on one side of the door. Applied moulding on one side of door if moulding is over 1-3/4" wide, 3/4" high or over 24 lineal feet. Miter joints and flatness on mouldings over 3" in width.
19. Doors up to 78" in height with less than three hinges and doors with less than one additional hinge for each incremental 30" of height over 78". This exclusion is waived on non-rated particle, agrifiber, or stave core up to 8'0", stile & rail doors up to 8'0" and SCL core doors up to 9'0" when installed with top and bottom pivot hardware.
20. Doors machined for corner mortised flush bolts unless installed with metal edges or flush bolt cap.
21. Doors machined for specified concealed vertical rods unless installed with metal CVR cap. Consult factory for applicable CVR devices.
22. Lites not glazed by Eggers, including glass breakage and damage to the door.

NOTE: Action on any claim for warp or telegraphing defects may be deferred at the option of the manufacturer for a period not to exceed 12 months to permit conditioning of the doors to temperature and humidity conditions.

EXTERIOR FLUSH AND STILE AND RAIL DOOR GUIDELINES

An exterior door is defined as one that cannot be controlled on both sides for temperature and humidity.

When exterior doors are machined for hardware or a lite opening, opportunity exists for moisture penetration into the door which will eventually cause deterioration. Therefore, the existence of the following conditions will void the warranty for exterior installations:

1. Doors installed outside the continental 48 states.
2. Failure to double seal all machined surfaces including openings and hardware cuts with exterior sealer.
3. Failure to properly protect lite cutouts in exterior doors to prevent moisture from seeping into the core. Lip mouldings and exterior caulk are required. The top of an exterior door must be properly protected by flashing (except STC doors for airport housing).
4. Failure to provide adequate overhead protection. Adequate overhead protection includes a maximum of 4 ft. between the top of the door and the bottom of the overhead, a minimum overhead protection of 4 ft. out from the face of the door and a minimum protection extension of 4 ft. out from each side of the door.
5. Failure to provide the entire door including top and bottom edges with two coats of a good quality paint, varnish or lacquer.
6. This warranty does not cover telegraphing and checking of exterior doors.

Additional Exterior Guidelines

1. Eggers will not quote the Stylus door for an exterior application.
2. Eggers will not quote exterior doors with concealed hardware (vertical rods, flush bolts and closers/holders/stops).
3. Eggers will not quote exterior doors with machining for pivots and magnetic switches in the top rail of the door.
4. Eggers will not quote exterior doors with louvers.
5. The 20-minute door will be quoted for exterior applications, but no lite cutouts will be allowed.
6. Eggers will not quote 45, 60 and 90-minute flush doors for exterior application.
7. Eggers will not quote doors for applications with applied moulding and reveals.

Exterior finishes should be used on the exterior faces and all edges of exterior doors. A complete and continuous finish must be maintained on all surfaces of the door and must be refinished annually.

Airport Housing Projects

STC doors have been approved for residences around airports in Southern California and the Southwest with a five-year warranty. Contact the factory regarding exterior STC door requirements for airport housing projects in other locations. Top flashing not required on STC doors.

It should be noted that both the WDMA and AWI Standards indicate that wood doors are not recommended for exterior use.



**Eggers
Industries**

www.eggersindustries.com
sales@eggersindustries.com

Stile and Rail Doors,
Door Frames, Plywood
Veneered Components

Two Rivers Division
One Eggers Drive
Two Rivers, WI 54241
Phone: 920.793.1351
Fax: 920.793.2958

Flush Doors

Neenah Division
164 North Lake Street
Neenah, WI 54956
Phone: 920.722.6444
Fax: 920.722.0357

Architectural Veneer Faces,
Custom Wood Products,
Plywood

Kentucky Division
2125 Lake Jericho Road
Smithfield, KY 40088
Phone: 502.845.0154
Fax: 502.849.0444

Field Touch Up and Repair Instructions
Eggers Finish System
Information Bulletin 377



Eggers Industries

Date: March, 2011

A door requiring repairs in the field can be touched up and re-coated using the following steps:

- Scratches can be touched up with stain provided by Eggers or color touch up markers available through Mohawk Finishing Products at www.mohawk-finishing.com. Wax or putty sticks should be avoided if the area needs to be re-coated.
- For small dents, burn-in sticks may be used to fill the damaged area.
- For larger touch-ups, sand area to be repaired using medium grit paper(s) in the 120-180 grit range. Failing to properly sand the factory finished surface may result in poor adhesion of any applied materials.
- Clean sanded area using a quality lacquer thinner blend that includes aromatics, alcohol, ketone and ester solvents. Acetone and/or MEK (methyl ethyl ketone) could be used as a stand-alone solvent. The cleaned surface must be free of dirt, grease, oils, sanding dust and waxes prior to touch-up.

Standard Construction Sites

The door may be re-coated using any acrylic urethanes that are available through home improvement chains or paint stores. Pre-catalyzed lacquers can be supplied by Mohawk Finishing Products and some paint stores. Both of these products are available in spray can application and various gloss ranges. Satin gloss will be the best match for our standard gloss finish. The best results for blending would be to re-coat the entire door face.

LEED Construction Sites

LEED requires that all paints and adhesives used on-site meet certain VOC emission levels. Sherwin Williams has LEED compliant materials available at their retail outlet paint stores. The recommended finish products are:

Stains	Minwax Wood Finish 250 VOC formula
Varnish	Minwax Water-Based Polyurethane Varnish
Opaque	ProMar 200 Latex B20W and B31W Series



**Stile & Rail Doors, Door Frames,
Plywood, Veneered Components**

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One Eggers Drive
Two Rivers, WI 54241
Phone: 920.793.1351
Fax: 920.793.2958

www.eggertindustries.com

Flush Doors

Neenah Division
164 North Lake Street
Neenah, WI 54956
Phone: 920.722.6444
Fax: 920.722.0357

email: sales@eggertindustries.com



10/31/2014

County of Bertie
106 Dundee Street
Windsor, NC 27983

Attention: Mr. Scott T. Sauer
County Manager

Reference: Bertie High School Final Payment to WIMCO Corp.
Follow up to meeting on Wednesday, October 29, 2014

Dear Mr. Sauer:

Per our meeting Wednesday, I am following up with each item that was discussed at our walk through with you, Bertie County, and WIMCO. During our walk through we discovered a few small items that WIMCO has addressed below. Those items are specifically outlined with responsibility for each item.

Also in our meeting final payment to WIMCO was discussed. It is my understanding that you, Mrs. White, and other members of the board were going to meet privately after our meeting to discuss any other concerns. If you would update me where that stands, I would appreciate it.

<u>Item</u>	<u>Responsibility</u>
1. Room 204 - Wall plate missing	K H Smith Technology
2. Room 238 – Rubber base needs regluing under lavatory at exterior wall. (This is being fixed today.)	WIMCO
3. Wood Doors- Please see attached letter from C H Edward, Inc., the wood door supplier for this project. Along with the letter, C H Edwards has provided information from the door manufacturer that backs up their letter. More specifically, note the highlighted areas from the manufacturer's information.	C H Edwards, Inc.
4. Sound System Box - It is part of the sound system. It was installed when Watson's sub installed and trained the school on the use of the system. During the training David with Watson was informed that it needed to be mounted and he stated the school did not want it mounted because	Watson Electric

they had a mobile component cabinet that they were going to install it in when they moved in. This was confirmed to Donald Bundy and Robert Edmondson by the head of Bertie County Technology Department during our final walk through.

If you have any questions or any of the above needs clarification, please do not hesitate to call.

Sincerely,

Kevin D. Rawls
President
252-946-5175

Cc: Ann Williams
Jimmy Hite
Robert Smith
Jeryl Rawls
Darlene Moore

Scott Sauer

From: abjtrent3@yahoo.com
Sent: Sunday, November 02, 2014 9:44 AM
To: Scott Sauer

Scott - I do not feel the wholesaler or manufacture knows the whole story. I think this letter is specific to our concerns. I think the manufacturer and wholesaler need to answer our specific questions so we are covered. In my opinion the door repairs that were made violate the manufacturers warranty. Once we sign off we own it!!!! I think we need to send this letter. JT

Subject: Bertie County High School

My subcontractor purchased Solid Core doors mounted on hollow metal frames. The doors swelled do to the moisture rating in the building. This created the doors to stick and rub the header of the frame. The sub contractor cut the door at the top to prevent the rubbing and sticking. My questions would relate to existing warranty.

- 1. Doors are cut 3/16 or less at the top on strike side to nothing on the hinge side.**
- 2. Does cutting the doors increase the risk of delamination of the door veneers?**
- 3. Are the doors pre-sealed and stain at the manufacturer?**
- 4. Should the doors been re-sealed after they were cut?**
- 5. The headers on the hollow metal frames have rub mark and in some cases minor paint scrapes. Will this increase the chance of oxidization?**
- 6. Were the doors hinge prepped and mortised at your company or were you the wholesaler for the manufacturer?**
- 7. Is shimming of the hinges acceptable in the adjustment of this commercial grade door?**
- 8. Please advise if the warranty from manufacturer has been altered or affected in anyway.**

I have read the warranty that was provided by Wimco Construction. Some of the issues I have mentioned are not covered in my opinion by this warranty.

Thank you in advance.

**Bertie County Commissioner
John Trent
Sent from Windows Mail**

JOHN HOLLEY, Sheriff
Phone 252-724-1681



GREG ATKINS, Chief Deputy
Phone 252-356-4914

Bertie County Sheriff's Office

POST OFFICE BOX 157
WINDSOR, NORTH CAROLINA 27983
252-794-5330

Radio Proposal

- #1 Gately Communications: \$133,145.00
No Service Contract
- #2 Amerizon Wireless: \$112,190.76
3 yr Service Contract \$11,460.02 = \$123,650.78
5 yr Service Contract \$14,898.03 = \$127,088.79
- #3 Wireless Communications: "Unable to provide a quote for the radio consoles due
Motorola boundary limitations"

Funds available: \$170,000.00

Subtract Computers: \$27,187.24

Remainder for Radios: \$142,812.76

Equipment Proposal

Motorola

2 Way Radio
Authorized Dealer

Gately Communication, Co.

320 West Lake Drive
Kill Devil Hills, N.C. 27948
(252) 441-2066 FAX (252) 441-0913
Submitted By: **Warren S. Bell**

Proposal For:

Bertie County Communications
Attn: JW Stalls / Mitch Cooper

Job Description :

Upgrade Bertie County 911 Center with a two position Motorola MCC-5500 Communications Console. Console will include No Touch Black 19" monitors. Console will allow control of existing (5) conventional County Radio systems as well as (5) new VIPER (800 Mhz.) Base stations. These Control Stations will be set up for (Statewide, Sheriff, EMS, Fire and Interop) Talk Groups on the State VIPER Network. Turn Key install and training is included.

ITEM	QTY.	DESCRIPTION	UNIT PRICE	TOTAL
1	1	MCC-5500 (2 Position) Motorola Communications Console		\$ 89,500.00
		<i>Includes:</i> (2) No Touch 19" monitors (Black)		
		(2) Gooseneck mics, (4) Headset Jacks, (2) Footswitch		
		(2) Desktop speakers per position (Select/Unselect)		
		(2) CAB Operator position with workstation and audio interface Boards		
		(2) CES Shelves which includes electronics and licenses for (10) Control Stations		
		(2) Instant Recall recorders, (1) per position		
		Rack Mount configuration for all CES equipment shelves		
		Rack Mount UPS for console control equipment		
		(1) CSDM (Data Base Manager) includes : workstation with software and cables		
		Misc. Cables/Jumpers/Racks/Shelves/Surge Protection/Connectors & grounding		
2	5	Control Stations Motorola (MCC-5500) VIPER Control Stations	\$ 4,590.00	\$ 22,950.00
		<i>Includes:</i> 25 watt (754-570 MHz)		
		Auto Digital operation		
		Single tone operation		
		W7 Equival Head		
		Tone Remote Control		
		800 MHz Base Station (open tray)	\$ 450.00	\$ 2,250.00
		Includes antenna cable connectors		
		brackets lightning protection and hardware		
4	1	System Integration Labor and Hardware to interface existing (5) Control Stations equipment with Motorola Console		\$ 3,440.00
		Upgrade of existing control stations to tone control.		
		Interface with existing phone system will be performed.		
		Labor: Includes programming, installation, level adjustments and		\$ 8,710.00
		Performance checks of base stations and console.		
		Proper grounding of antenna systems and console equipment		
		Turn Key install of new console with removal of existing one.		
		Interface existing front door lock to Console		

Term: Down 2% 15 / Net 30 DAYS
Proposal Valid For: 30 DAYS

Prepared By: **Warren Bell**
Date: 5/13/13 * Materials billed upon receipt.

* Any applicable taxes or shipping not listed individually in the quote will be in addition to the quoted amount.

Total Equipment Cost	\$ 120,545.00
Labor, Installation and Test	\$ 12,150.00
Tax	Not Included
Frequency Coord./License	N/A
Shipping/Handling	\$ 460.00
Total	\$ 133,145.00

1/4 of this money would NOT be covered under 911 surcharge



BILL TO:

Bertie County
 104 Dundee St
 Windsor

27983

SHIP TO:

Bertie County
 Jennifer Stalls
 104 Dundee St
 Windsor

27983

Account Manager: Will Watts

No. Product Details	Qty	List Price	Total
1. 7-1/2' Rack TRN7343	1	\$ 443.52	\$ 443.52
2. Console Electronic Shelf L3358	2	\$ 6,384.00	\$ 12,768.00
3. T3 Cable 2' DDN6918	4	\$ 120.96	\$ 483.84
4. T3 Cable 5' DDN6919	5	\$ 134.40	\$ 672.00
5. MCC5500 OP Cabinet with Options L3359AC-OPTS	2	\$ 5,666.98	\$ 11,333.96
6. Item Item Part# DDN1055, CES/CAB Plenum Cable 100 Feet	2	\$ 497.28	\$ 994.56
7. MCC Series Desktop Gooseneck Mic B1914	2	\$ 172.50	\$ 345.00
8. MCC Series Headset Jack B1913	4	\$ 134.40	\$ 537.60
9. FOOT, SWITCH TRADITIONAL BLN6732	2	\$ 107.52	\$ 215.04
10. MCC Series Desktop Speaker B1912	2	\$ 302.40	\$ 604.80
11. Z420 LOW TIER WORKSTATION WINDOWS 7 TT2537C	2	\$ 2,284.80	\$ 4,569.60
12. Item Item Part# DDN1895, Sound Blaster Audigy RX Sound Card	2	\$ 110.21	\$ 220.42
13. Item Item Part# TT2483, IA Transparent CD - (Use with MCC 5500 Windows)	2	\$ 34.50	\$ 69.00
14. Item Item Part# DDN1611, Dual IRR SW USB Hasp with License (v46)	2	\$ 2,372.61	\$ 4,745.22
15. Base with PTT Switch CDN6281	5	\$ 165.76	\$ 828.80
16. Item Item Part# CDN6290AR, Supra Monaural Noise Cancelling	5	\$ 133.51	\$ 667.55
17. Trackerball DSCDN6171B	3	\$ 393.34	\$ 1,180.02
18. CSDM Program DDN6916	1	\$ 1,344.00	\$ 1,344.00
19. CSDM Computer Cable, 25' DDN6924	1	\$ 60.48	\$ 60.48
20. Item Item Part# DSKVT219AR2, 19 inch LDC, Dual Rail KVM Tray W/Trackball Mouse	1	\$ 2,038.40	\$ 2,038.40
21. Item Item Part# DS11231719, Chatsworth Heavy Duty Solid 19 Inch Vented Shelf	1	\$ 266.11	\$ 266.11
22. MCC5500 Spares Package DDN8349AC	1	\$ 9,732.58	\$ 9,732.58
23. 2620-24 ETHERNET SWITCH CLN1856A	1	\$ 2,016.00	\$ 2,016.00

No. Product Details	Qty	List Price	Total
24. Item Item Part# DS019BLK, 19 inch Non-Touch Monitor, Black	2	\$ 1,361.92	\$ 2,723.84
25. Punch Block BLN6884	6	\$ 194.43	\$ 1,166.58
26. Telco 15' 60 Way Cable DDN9994	9	\$ 53.76	\$ 483.84
27. Ground Strap 1/2x094x36 1-hole 1/4 in. lug DSGS1209436114	3	\$ 31.36	\$ 94.08
28. Ground Strap 1/2x094x24 1-hole 1/4 lug DSGS1209424114	3	\$ 22.40	\$ 67.20
29. 1/4x20x3/4 HHCS Bronze DSCS46B	24	\$ 0.74	\$ 17.76
30. 1/4-20 Hex Nut DSN420S	26	\$ 0.14	\$ 3.64
31. 1/4 Lock Washer 18-8 DSLW4S	26	\$ 0.09	\$ 2.34
32. Rack Ground Bar Kit Vertical DSRGBVKIT145872	1	\$ 107.52	\$ 107.52
33. 806-868 MHz Unity Gain Fiberglass Omni Antenna 28507	5	\$ 92.47	\$ 462.35
34. Item Item Part# 42717, Tessco, Crossover Bracket, MFB	5	\$ 42.92	\$ 214.60
35. POLYPHASER 43254	5	\$ 70.15	\$ 350.75
36. Ground Kit for LMR-400 310778	5	\$ 32.00	\$ 160.00
37. 3/8" LMR400 Coaxial Cbl 69520	400	\$ 2.00	\$ 800.00
38. N MALE CRIMP CONNECTOR/LMR-400 RFN-1006-3I	25	\$ 6.00	\$ 150.00
39. Mini-UHF Male - LMR-400 86760	7	\$ 5.80	\$ 40.60
40. Item Item Part# 34130, Tessco, CAT-5 Connectors, Pk	1	\$ 55.58	\$ 55.58
41. WIRE #2 19STR GRD INS GND WIRE 463151	25	\$ 6.00	\$ 150.00
42. #6 STR GRN INS GND WIRE 481111	200	\$ 2.00	\$ 400.00
43. GROUND BAR 1/4"X4"X12" 449419	1	\$ 72.80	\$ 72.80
44. #8-#2 Split Bolt 82080	5	\$ 12.50	\$ 62.50
45. Item Item Part# 6406066M02, Panel Punch Block	2	\$ 389.76	\$ 779.52
46. Labor Labor	1	\$ 14,500.00	\$ 14,500.00
		Sub Total	\$ 79,002.00
		Tax	\$ 5,332.64
		Grand Total	\$ 84,334.64

Customer Signature: _____ Printed Name: _____

Customer PO# _____

Terms and Conditions

Purchase Order required upon quote approval.



MOTOROLA

To: Bertie Co Communications

Motorola Solutions, Inc
From: Lyman Ferguson
506 W 13th St
Greenville, NC 27834

P25 Templates



Phone:
Fax:

North Carolina Sales Team

Phone: 252-215-1110
Fax: 252-355-5946

Qty	Model #	Description	Your Price	Extended Price
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P25 Mobiles APX6500 CONTROL STATION - 1000CH

5	M25URS9PW1 N	<u>APX6500 CONTROL STATION</u>	\$1,424.25	\$7,121.25
		APX6500 CONTROL STATION, 7/800Mhz, 870	\$0.00	\$0.00
5	G806	ASTRO DIGITAL/ANALOG OPERATION	\$386.25	\$1,931.25
5	G51	SMARTZONE/SINGLE TONE	\$900.00	\$4,500.00
5	QA01648	ADVANCED SYSTEM KEY - SOFTWARE KE	\$0.00	\$0.00
5	G361	ASTRO P25 SOFTWARE	\$225.00	\$1,125.00
5	G442	O5 CONTROL HEAD	\$324.00	\$1,620.00
5	G444	O5 CONTROL HEAD SOFTWARE	\$0.00	\$0.00
5	G66	DASH MOUNT CONFIGURATION	\$93.75	\$468.75
5	G335	ANTENNA 1/4 WAVE 764-870MHZ	\$10.50	\$52.50
5	W382	CONTROL STATION DESK MIC	\$126.75	\$633.75
5	G142	NO EXTERNAL SPEAKER NEEDED	\$0.00	\$0.00
5	G91	CONTROL STATION POWER SUPPLY	\$201.75	\$1,008.75
5	W665	CONTROL STATION OPERATION	\$52.50	\$262.50
5	SVC209	PROGRAMMING & SET UP	\$139.00	\$695.00
5	L3276	TOUCH REMOTE CONTROL	\$621.00	\$3,105.00
5	DDN6340	GENERIC INTERFACE CABLE	\$50.00	\$250.00

- Notes:
1. North Carolina sales tax has not been included in this quotation.
 2. Prices in accordance with North Carolina State Contract #725G
 3. Proposal Valid for 30 Days

Proposal Name:	BERTIE CO APX6500 CONTROL STATION	Equipment	22,773.75
Payment Terms:	Net 30 days	Installation	Included
Delivery:	Approx. 30 Days from receipt of PO		
Proposal Date:	September 3, 2014	Total	22,773.75



Proposal: 586813
Created On: 10/17/2014 07:00 AM
Valid Till: 11/04/2014

BILL TO:

Bertie County
PO Box 530
Windsor

27983

SHIP TO:

Bertie County
Jennifer Stalls
104 Dundee St
Windsor

27983

Account Manager: Will Watts

No.	Product Details	Qty	List Price	Total
1.	DAP II for Analog SB9600 Astro Interface with Options L3550-OPTS	3	\$ 1,587.00	\$ 4,761.00
	ASTRO Interfaces, INCL 2 Analog Licenses			
			Sub Total	\$ 4,761.00
			Tax	\$ 321.37
			Grand Total	\$ 5,082.37

Labor for above part is included in Quote 1.

Customer Signature: _____ Printed Name: _____

Customer PO# _____

Terms and Conditions

Customer to provide Purchase Order day of Quote approval.

AMERIZON WIRELESS

COMMUNICATIONS EQUIPMENT MAINTENANCE SERVICE AGREEMENT

This Agreement is entered into this _____ between Amerizon Wireless with principal offices at Fayetteville, Raleigh and/or Winston Salem, NC, (hereafter "Amerizon Wireless") and;

Name: Bertie County 911/Emergency Management (the "Customer")

Address: 104 Dundee St

City, State, Zip Code: Windsor NC 27983

Contact: Mitchel Cooper (252)794-5302, Jennifer Stalls (252)794-5330

Telephone Number: (252)794-5330 Fax Number: _____

This Agreement is an offer to purchase service by the customer and applies to maintenance service, parts and labor for the equipment and/or systems as described in Attachment A. AMERIZON WIRELESS agrees to maintain the radio and other communications equipment listed in Attachment A, under the terms and conditions described in this Agreement. Beginning on the effective date of this Agreement, AMERIZON WIRELESS agrees to provide maintenance services to keep covered equipment and/or systems in good working order.

Terms:

- A. This Agreement shall commence effective (Date of Install) and shall continue for an initial period of 3 year(s).
- B. In consideration of the maintenance service provided (either wrap-around or regular maintenance contract services), the customer agrees to pay to AMERIZON WIRELESS \$11,460.02. Payment shall be made in advance and shall be subject to the terms of payment contained herein.

If initialed by customer, this Agreement will be under the additional provisions as defined in Schedule B for the wrap around maintenance contract.

- C. An Enhanced Service Option (refer to service rates page) is available for the fixed equipment listed, such as, Consoles, base stations, control stations, remotes, duplexers, combiners and any other listed item which may be included by specific reference. The customer agrees to pay \$ INCLUDED to activate this option.
- D. This Agreement may be extended for an additional period of one year at an annual rate of \$2979.61 under the terms of the Agreement, and payable in advance on a Quarterly or Annual basis in advance, unless modified by the mutual written consent of AMERIZON WIRELESS and the Customer.
- E. This Agreement provides for one Preventative Maintenance Inspections per year, as described on the reverse of this page.

If initialed by customer, this Agreement will renew automatically on the anniversary date of the commencement date listed above after the initial term is completed for one additional year, and the terms of the regular maintenance contract after warranty will apply.

By signing this Agreement, customer agrees to accept maintenance service for the listed equipment according to all specified terms and conditions of the Agreement. Customer also agrees to provide full, free and safe access to the equipment and/or systems covered by this Agreement. The amounts noted above are due and payable within thirty (30) days of the effective date of the Agreement. This Agreement is valid only if signed by an authorized representative or officer of AMERIZON WIRELESS.

There are additional terms and conditions listed on the reverse of this page. These terms and conditions are part of this Agreement. This Agreement is the complete understanding between AMERIZON WIRELESS and Customer superseding all prior proposals or agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement. Customer agrees that no other representations have been made relative to this Agreement, except that which is expressed in writing herein. The customer acknowledges that the customer has read this entire Agreement, understands it, and agrees to be bound by its terms and conditions.

By: _____
CUSTOMER

Title: _____
Date: _____

By: _____
AMERIZON WIRELESS

Title: _____
Date: _____

ADDITIONAL TERMS AND CONDITIONS

TERM AND ACCEPTANCE: THIS AGREEMENT SHALL BECOME BINDING UPON THE PARTIES WHEN ACKNOWLEDGED IN WRITING BY THE AUTHORIZED REPRESENTATIVE OF THE CUSTOMER AND AMERIZON WIRELESS. It is agreed that service shall be provided only upon the terms included in this agreement. AMERIZON WIRELESS shall not be bound by terms within the customer's purchase order that may differ from the terms contained herein.

GENERAL PROVISIONS: AMERIZON WIRELESS agrees to provided service for the Customer for the equipment, systems or accessories described in Attachment A of this Agreement. Services provided hereunder, do not assure uninterrupted operation of the covered equipment or service and AMERIZON WIRELESS is not responsible for failure to render covered service due to causes beyond its control.

NORMAL WORKING HOURS: Normal working hours shall be from 8:00 AM to 5:00 PM, Monday through Friday, except holidays.

SERVICE: AMERIZON WIRELESS will perform such repairs as may be required to restore covered equipment and/or systems of their normal operating level, provided that such repairs are necessitated by the failure of the covered equipment and/or system due to normal usage. Non-fixed equipment shall be serviced at an AMERIZON WIRELESS shop during normal working hours. This Agreement includes service call(s) required to resolve a covered malfunction of the covered equipment or system. Travel charges and expenses incurred by AMERIZON WIRELESS at the request of the customer to resolve a malfunction of the equipment or system not covered under this Agreement shall be billable to the customer at current AMERIZON WIRELESS rates. For Emergency Service or other service performed at customer's request outside of normal working hours, for equipment not covered under this Agreement or for equipment whose failure was due to causes not considered to be "normal usage," customer will be billed for the service at the then current AMERIZON WIRELESS rates for each occurrence.

ENHANCED SERVICE OPTION: If customer has elected to purchase the Enhanced Service Option, Emergency Service is included at no additional charge per occurrence, provided that all other terms of this Agreement are satisfied. Emergency service is provided 24 hours per day, seven days per week. Standard Service Agreement customers pay an additional charge for Emergency Service rendered at current AMERIZON WIRELESS rates for each occurrence.

REPLACEMENT PARTS: AMERIZON WIRELESS will replace parts and components of the covered equipment on an exchange basis when such replacements are failure due to the normal and proper use of the equipment. Parts replaced during maintenance service become the property of AMERIZON WIRELESS.

PREVENTIVE MAINTENANCE: AMERIZON WIRELESS will inspect the customer's listed equipment and make such repairs, adjustments, and replacements of parts and components as may be necessary to maintain the equipment in normal operating condition provided that such services and maintenance are necessitated by normal usage of the equipment. Inspections and preventive maintenance service will be provided by AMERIZON WIRELESS during normal working hours at the locations specified. All preventive maintenance inspections will be scheduled for mutual convenience and may be performed during remedial service.

PRICE CHANGES: Unless otherwise indicated, prices quoted in this Agreement shall remain in effect as indicated on the face of this page. Thereafter, at the sole discretion of AMERIZON WIRELESS prices for service under this Agreement may be increased by AMERIZON WIRELESS upon thirty days written notice to customer. Such changes will become effective on the first day of the first full month following the date specified in the notice.

LIMITATIONS:

- A. AMERIZON WIRELESS reserves the right to inspect any equipment or service prior to its inclusion under the terms of this Agreement. AMERIZON WIRELESS may at its sole discretion require that said equipment or system be restored to proper operating specifications at customer's expense prior to its being covered under this Agreement. AMERIZON WIRELESS may at its sole discretion declare a covered piece of equipment to be unserviceable. In such case, AMERIZON WIRELESS sole responsibility is to remove said piece of unserviceable equipment from the billing under this Agreement.
- B. The following services are not included under the terms of this Agreement. The repair of equipment and/or systems, replacement of parts, or any additional service labor due to accident, abuse, disaster, neglect, misuse, physical damage, liquid damage, damage by lightning or other Acts of God, service by personnel other than those authorized by AMERIZON WIRELESS, alterations, modifications, attachments, accessories (other than those specifically designed for use with the particular piece of equipment, and are not included on this contract by line item), use of covered equipment with unauthorized batteries and/or power supplies or reprogramming by other than AMERIZON WIRELESS personnel. Tower climbing, Service call(s), Antenna system(s), power supply(s), picking up and delivery of equipment. If AMERIZON WIRELESS finds that any covered equipment has been altered or repaired by others in such a manner as to affect reliability or detract from the performance thereof, or if such equipment has been subjected to misuse, AMERIZON WIRELESS will notify the customer, outline the work which should be done to correct the condition, quote a price for such work, and upon written request of customer, perform such work in accordance with its quotation.

TAXES: Applicable taxes will be billed to the customer and the customer hereby agrees to pay said taxes, unless the customer has provided a current tax exemption certificate.

LIABILITY INSURANCE: AMERIZON WIRELESS agrees to carry adequate insurance and applicable worker's compensation insurance.

WARRANTY: AMERIZON WIRELESS warrants that all services performed hereunder shall be of the kind and quality necessary to assure performance of the equipment in accordance with the manufacturer's published specifications. AMERIZON WIRELESS, its employees, and its agents agree to conduct its services on its own premises and on the premises and chattels of its customers in a good, workmanlike and careful manner.

LIMITATION OF LIABILITY: AMERIZON WIRELESS shall not be liable for any special or consequential damages, such as, damage or loss of other property or equipment, loss of profit or revenue, loss of use of equipment or systems, or claims of third parties respecting the loss of use of equipment or systems. The liability of AMERIZON WIRELESS with respect to any of its obligations hereunder, including service, sale, delivery, resale, installation or the technical direction of installation, repair or use of any item covered by or furnished hereunder, whether such liabilities found in contract, in tort, under any warranty, or otherwise, shall not exceed the price of the Service Agreement or other item upon which such liability is based.

TERMINATION: This Agreement shall terminate upon expiration date of this Agreement. With the exception of the customer's liability for any and all payments outstanding under this Agreement, neither the customer nor AMERIZON WIRELESS shall retain any liability for any performance under this Agreement on any date following the expiration of this Agreement. Either AMERIZON WIRELESS or customer may terminate the Automatic Renewal Option on any Anniversary of the effective date of this Agreement upon thirty (30) days prior written notice to the other party sent by certified mail to the address indicated in this agreement.

NO CHANGES: Except as previously described no changes, alteration or modification of this Agreement may be made without the express written consent of both parties. This Agreement may not be assigned or transferred without the express written consent of AMERIZON WIRELESS.

RESOLUTION OF DISPUTES: Should any dispute arise between the parties regarding the interpretation, application, effect or enforcement of the Agreement, the prevailing party in any legal or arbitration proceedings commenced to resolve the dispute shall be entitled to costs and reasonable attorney's fees incurred in said legal proceeding. This Agreement shall be governed under the laws of the State of North Carolina.

AMERIZON WIRELESS

Attachment B (Wrap-Around Provisions during Warranty period)

Special Provisions: One – Five Year Option - Wrap around maintenance contract during warranty period
A wrap around maintenance contract is designed to cover the following areas of service that are NOT covered by a manufacturer's warranty.
The Amerizon Wireless wrap around maintenance contract covers the following areas during the warranty period up to five years – depending on the option selected.
<ul style="list-style-type: none">• Free Pick-up and delivery of subscriber equipment being serviced/repaired• Annual software upgrades on all site and subscriber equipment• One system-wide reprogram to accommodate new changes or new operational procedures• Special discounted pricing on spare fixed end equipment – repeaters, power supplies, controllers, etc.• No additional travel or service call related charges for on-site services• Labor associated with removing, replacing and reinstalling site equipment covered under a manufacturer's warranty.• One Preventive maintenance inspection of all equipment per year
PRICING:
<ul style="list-style-type: none">• One Year – 3% of system• Two Years – 5% of system• Three Years – 7% of system• Four Years – 9% of system• Five Years - 10% of system

AMERIZON WIRELESS

COMMUNICATIONS EQUIPMENT MAINTENANCE SERVICE AGREEMENT

This Agreement is entered into this _____ between Amerizon Wireless with principal offices at Fayetteville, Raleigh and/or Winston Salem, NC, (hereafter "Amerizon Wireless") and;

Name: Bertie County 911/Emergency Management (the "Customer")

Address: 104 Dundee St

City, State, Zip Code: Windsor NC 27983

Contact: Mitchel Cooper (252)794-5302, Jennifer Stalls (252)794-5330

Telephone Number: (252)794-5330 Fax Number: _____

This Agreement is an offer to purchase service by the customer and applies to maintenance service, parts and labor for the equipment and/or systems as described in Attachment A. AMERIZON WIRELESS agrees to maintain the radio and other communications equipment listed in Attachment A, under the terms and conditions described in this Agreement. Beginning on the effective date of this Agreement, AMERIZON WIRELESS agrees to provide maintenance services to keep covered equipment and/or systems in good working order.

Terms:

- A. This Agreement shall commence effective (Date of Install) and shall continue for an initial period of 5 year(s).
- B. In consideration of the maintenance service provided (either wrap-around or regular maintenance contract services), the customer agrees to pay to AMERIZON WIRELESS \$14,898.03 . Payment shall be made in advance and shall be subject to the terms of payment contained herein.
- If initialed by customer, this Agreement will be under the additional provisions as defined in Schedule B for the wrap around maintenance contract.
- C. An Enhanced Service Option (refer to service rates page) is available for the fixed equipment listed, such as, Consoles, base stations, control stations, remotes, duplexers, combiners and any other listed item which may be included by specific reference. The customer agrees to pay \$ INCLUDED to activate this option.
- D. This Agreement may be extended for an additional period of one year at an annual rate of \$2979.61 under the terms of the Agreement, and payable in advance on a Quarterly or Annual basis in advance, unless modified by the mutual written consent of AMERIZON WIRELESS and the Customer.
- E. This Agreement provides for one Preventative Maintenance Inspections per year, as described on the reverse of this page.

If initialed by customer, this Agreement will renew automatically on the anniversary date of the commencement date listed above after the initial term is completed for one additional year, and the terms of the regular maintenance contract after warranty will apply.

By signing this Agreement, customer agrees to accept maintenance service for the listed equipment according to all specified terms and conditions of the Agreement. Customer also agrees to provide full, free and safe access to the equipment and/or systems covered by this Agreement. The amounts noted above are due and payable within thirty (30) days of the effective date of the Agreement. This Agreement is valid only if signed by an authorized representative or officer of AMERIZON WIRELESS.

There are additional terms and conditions listed on the reverse of this page. These terms and conditions are part of this Agreement. This Agreement is the complete understanding between AMERIZON WIRELESS and Customer superseding all prior proposals or agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement. Customer agrees that no other representations have been made relative to this Agreement, except that which is expressed in writing herein. The customer acknowledges that the customer has read this entire Agreement, understands it, and agrees to be bound by its terms and conditions.

By: _____
CUSTOMER

Title: _____

Date: _____

By: _____
AMERIZON WIRELESS

Title: _____

Date: _____

ADDITIONAL TERMS AND CONDITIONS

TERM AND ACCEPTANCE: THIS AGREEMENT SHALL BECOME BINDING UPON THE PARTIES WHEN ACKNOWLEDGED IN WRITING BY THE AUTHORIZED REPRESENTATIVE OF THE CUSTOMER AND AMERIZON WIRELESS. It is agreed that service shall be provided only upon the terms included in this agreement. AMERIZON WIRELESS shall not be bound by terms within the customer's purchase order that may differ from the terms contained herein.

GENERAL PROVISIONS: AMERIZON WIRELESS agrees to provided service for the Customer for the equipment, systems or accessories described in Attachment A of this Agreement. Services provided hereunder, do not assure uninterrupted operation of the covered equipment or service and AMERIZON WIRELESS is not responsible for failure to render covered service due to causes beyond its control.

NORMAL WORKING HOURS: Normal working hours shall be from 8:00 AM to 5:00 PM, Monday through Friday, except holidays.

SERVICE: AMERIZON WIRELESS will perform such repairs as may be required to restore covered equipment and/or systems of their normal operating level, provided that such repairs are necessitated by the failure of the covered equipment and/or system due to normal usage. Non-fixed equipment shall be serviced at an AMERIZON WIRELESS shop during normal working hours. This Agreement includes service call(s) required to resolve a covered malfunction of the covered equipment or system. Travel charges and expenses incurred by AMERIZON WIRELESS at the request of the customer to resolve a malfunction of the equipment or system not covered under this Agreement shall be billable to the customer at current AMERIZON WIRELESS rates. For Emergency Service or other service performed at customer's request outside of normal working hours, for equipment not covered under this Agreement or for equipment whose failure was due to causes not considered to be "normal usage," customer will be billed for the service at the then current AMERIZON WIRELESS rates for each occurrence.

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PREVENTIVE MAINTENANCE: AMERIZON WIRELESS will inspect the customer's listed equipment and make such repairs, adjustments, and replacements of parts and components as may be necessary to maintain the equipment in normal operating condition provided that such services and maintenance are necessitated by normal usage of the equipment. Inspections and preventive maintenance service will be provided by AMERIZON WIRELESS during normal working hours at the locations specified. All preventive maintenance inspections will be scheduled for mutual convenience and may be performed during remedial service.

PRICE CHANGES: Unless otherwise indicated, prices quoted in this Agreement shall remain in effect as indicated on the face of this page. Thereafter, at the sole discretion of AMERIZON WIRELESS prices for service under this Agreement may be increased by AMERIZON WIRELESS upon thirty days written notice to customer. Such changes will become effective on the first day of the first full month following the date specified in the notice.

LIMITATIONS:

- A. AMERIZON WIRELESS reserves the right to inspect any equipment or service prior to its inclusion under the terms of this Agreement. AMERIZON WIRELESS may at its sole discretion require that said equipment or system be restored to proper operating specifications at customer's expense prior to its being covered under this Agreement. AMERIZON WIRELESS may at its sole discretion declare a covered piece of equipment to be unserviceable. In such case, AMERIZON WIRELESS sole responsibility is to remove said piece of unserviceable equipment from the billing under this Agreement.
- B. The following services are not included under the terms of this Agreement. The repair of equipment and/or systems, replacement of parts, or any additional service labor due to accident, abuse, disaster, neglect, misuse, physical damage, liquid damage, damage by lightning or other Acts of God, service by personnel other than those authorized by AMERIZON WIRELESS, alterations, modifications, attachments, accessories (other than those specifically designed for use with the particular piece of equipment, and are not included on this contract by line item), use of covered equipment with unauthorized batteries and/or power supplies or reprogramming by other than AMERIZON WIRELESS personnel. Tower climbing, Service call(s), Antenna system(s), power supply(s), picking up and delivery of equipment. If AMERIZON WIRELESS finds that any covered equipment has been altered or repaired by others in such a manner as to affect reliability or detract from the performance thereof, or if such equipment has been subjected to misuse, AMERIZON WIRELESS will notify the customer, outline the work which should be done to correct the condition, quote a price for such work, and upon written request of customer, perform such work in accordance with its quotation.

TAXES: Applicable taxes will be billed to the customer and the customer hereby agrees to pay said taxes, unless the customer has provided a current tax exemption certificate.

LIABILITY INSURANCE: AMERIZON WIRELESS agrees to carry adequate insurance and applicable worker's compensation insurance.

WARRANTY: AMERIZON WIRELESS warrants that all services performed hereunder shall be of the kind and quality necessary to assure performance of the equipment in accordance with the manufacturer's published specifications. AMERIZON WIRELESS, its employees, and its agents agree to conduct its services on its own premises and on the premises and chattels of its customers in a good, workmanlike and careful manner.

LIMITATION OF LIABILITY: AMERIZON WIRELESS shall not be liable for any special or consequential damages, such as, damage or loss of other property or equipment, loss of profit or revenue, loss of use of equipment or systems, or claims of third parties respecting the loss of use of equipment or systems. The liability of AMERIZON WIRELESS with respect to any of its obligations hereunder, including service, sale, delivery, resale, installation or the technical direction of installation, repair or use of any item covered by or furnished hereunder, whether such liabilities found in contract, in tort, under any warranty, or otherwise, shall not exceed the price of the Service Agreement or other item upon which such liability is based.

TERMINATION: This Agreement shall terminate upon expiration date of this Agreement. With the exception of the customer's liability for any and all payments outstanding under this Agreement, neither the customer nor AMERIZON WIRELESS shall retain any liability for any performance under this Agreement on any date following the expiration of this Agreement. Either AMERIZON WIRELESS or customer may terminate the Automatic Renewal Option on any Anniversary of the effective date of this Agreement upon thirty (30) days prior written notice to the other party sent by certified mail to the address indicated in this agreement.

NO CHANGES: Except as previously described no changes, alteration or modification of this Agreement may be made without the express written consent of both parties. This Agreement may not be assigned or transferred without the express written consent of AMERIZON WIRELESS.

RESOLUTION OF DISPUTES: Should any dispute arise between the parties regarding the interpretation, application, effect or enforcement of the Agreement, the prevailing party in any legal or arbitration proceedings commenced to resolve the dispute shall be entitled to costs and reasonable attorney's fees incurred in said legal proceeding. This Agreement shall be governed under the laws of the State of North Carolina.

AMERIZON WIRELESS

Attachment B (Wrap-Around Provisions during Warranty period)

Special Provisions: One – Five Year Option - Wrap around maintenance contract during warranty period
A wrap around maintenance contract is designed to cover the following areas of service that are NOT covered by a manufacturer's warranty.
The Amerizon Wireless wrap around maintenance contract covers the following areas during the warranty period up to five years – depending on the option selected.
<ul style="list-style-type: none">• Free Pick-up and delivery of subscriber equipment being serviced/repaired• Annual software upgrades on all site and subscriber equipment• One system-wide reprogram to accommodate new changes or new operational procedures• Special discounted pricing on spare fixed end equipment – repeaters, power supplies, controllers, etc.• No additional travel or service call related charges for on-site services• Labor associated with removing, replacing and reinstalling site equipment covered under a manufacturer's warranty.• One Preventive maintenance inspection of all equipment per year
PRICING:
<ul style="list-style-type: none">• One Year – 3% of system• Two Years – 5% of system• Three Years – 7% of system• Four Years – 9% of system• Five Years - 10% of system

JW Stalls

From: Bruce Williams <bwilliams@wirelessnc.com>
Sent: Monday, October 13, 2014 9:42 AM
To: JW Stalls
Subject: RE: quote

Good morning JW,

We will not be able to provide a quote for the radio consoles due to Motorola boundary limitations. The radio business is a lot different from the 911 business. Motorola assigns each county to a specific dealer and Bertie County just happens to be in Gately's territory. For 911 we have a direct relationship with Cassidian which allows us to work with every county in the state.

Andrew Curd is the direct Motorola representative for eastern North Carolina and he is supposed to be getting in touch with you. If you don't hear from him or need anything else let me know.

Have a good week!

BRUCE WILLIAMS, ENP
WIRELESS COMMUNICATIONS, INC.
E9-1-1 ACCOUNT MANAGER
OFC 336-510-8681
CELL 336-324-3627
FAX 888-412-6139
WWW.WIRELESSNC.COM

From: JW Stalls [<mailto:jw.stalls@bertie.nc.gov>]
Sent: Thursday, October 09, 2014 1:30 PM
To: bwilliams@wirelessnc.com
Subject: quote

JW Stalls
Communications Supervisor
Bertie County Sheriff's Office
252-794-5330 work
252-209-9299 cell