

Bertie County Board of Commissioners



June 19, 2017
7:00 PM

	Ronald "Ron" Wesson	District 1
	Stewart White	District II
	Tammy A. Lee	District III
Chairman	John Trent	District IV
Vice Chairman	Ernestine (Byrd) Bazemore	District V

BERTIE COUNTY BOARD OF COMMISSIONERS

June 19, 2017
Regular Meeting

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.

7:00-7:05 Call to Order and Welcome by Chairman Trent (**Commissioners Room, Windsor**)

7:05-7:10 Invocation and Pledge of Allegiance by Vice Chairman Bazemore

7:10-7:25 Public Comments (*3-minute time limit per speaker*)

(A)

*** APPOINTMENTS ***

7:25-7:35 (1) Presentation of tax appeal for White Oak Medical Transport by Tax Administrator, Jodie Rhea

Board Appointments (B)

1. There are no Board Appointments.

Consent Agenda (C)

1. Approve minutes for Regular Session 6-5-17
2. Approve minutes for Closed Session 6-5-17
3. Approve minutes for Work Session 6-5-17, 6-8-17
4. Agreement with Interim Healthcare-Morris Group, Inc. for senior home care services
5. The Golden Leaf Foundation – two (2) Grantee Acknowledgments and Agreements
 - a. Flooding in Cashie River Drainage System
 - b. Joint, Cooperative Extension/Lawrence Memorial
6. Budget Amendments
7. Tax Release Journal – May 2017

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

Discussion Agenda (D)

1. Dedication Plaques – Courthouse, new Sheriff's Office
2. Review contract with NCSU for Cashie River Basin Drainage feasibility study with Dr. Barbara Doll
3. Review sublease and Memorandum of Lease with Albemarle Regional Library prior to beginning operations at temporary library site
4. Review of documentation for the transfer of water system assets from both Lewiston-Woodville and Roxobel
5. Review of latest draft – Shared Leave Policy revisions

Commissioners' Reports (E)

County Manager's Reports (F)

County Attorney's Reports (G)

Public Comments Continued

3-minute time limit per speaker

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



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: June 19, 2017

AGENDA ITEM: A-1

DEPARTMENT: Governing Body

SUBJECT: Presentation of tax appeal for White Oak Medical Transport by Tax Administrator, Jodie Rhea

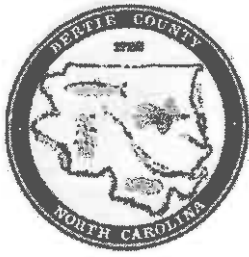
COUNTY MANAGER RECOMMENDATION OR COMMENTS: ---

SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S): ---

ATTACHMENTS: Yes

LEGAL REVIEW PENDING:

ITEM HISTORY: ---



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

June 12, 2017

Re: BPP audit appeal from White Oak Medical

White Oak Medical is appealing the penalties applied to their business personal property discovery.

In their appeal, they state that all communications between our auditor and White Oak Medical were with a former employee and not management or the owners. However, the first notice sent on September 5, 2014 was addressed to Mr. Ricky White, owner. A phone call was made to White Oak Medical, our auditor talked with Ms. Wendy White who stated she was the booker keeper and the person to contact concerning the requested information. On December 19, 2014, a second notice was sent to the attention of Wendy White to confirm the appointment date of January 21, 2015 as discussed during the phone conversation. Our auditor met with Ms. White at the White Oak Medical office. A notice of discovery was mailed February 27, 2015. On March 27, 2015, I received a call from Mr. White asking for additional time to review the findings which I granted. During the next few months I spoke with Ms. White concerning some of the items discovered. Ms. White stated that she would provide additional information. On April 4, 2016, I sent a notice to Ms. White stating that I had not received any additional information and gave her 15 days to respond. On April 19, 2016, I received a faxed reply from Ms. White asking until April 30, 2016. That was the last correspondence I received from Ms. White. The audit was finalized and a discovery bill was mailed.

*White Oak Medical Transport Service
446 White Oak Road
Windsor, N.C. 27983
252-794-4772*

June 5, 2017

Mr. Jodie Rhea
Tax Administrator
Bertie County
P. O. Box 527
Windsor, N.C. 27983

Dear Mr. Rhea;

On June 1, 2017, we received a letter from you to Ms. Wendy White at White Oak Medical dated May 30, 2017. The letter referenced Account #. 33279 and listed taxable values from 2010 through 2016 with a balance due of \$9,124.89. Of this balance, \$2,102.28 are penalties. The penalty for 2010 alone was 60%. We at White Oak do not feel that these penalties for justified for the following reasons.

Upon receiving this letter on June 1st, because it was sent to a former employee, we opened the letter. When we read the contents, Mr. Ricky White, Owner of White Oak Medical, immediately went and met with Mr. Rhea to discuss the penalty. This was the first time we had seen or been aware of this tax bill, the audit process or the penalties.

When Mr. White met with Mr. Rhea, he shared with Mr. White several communications with Wendy White since 2015 about this audit process that had been taking place. All communications, to include letters and emails, were with Wendy White and none with management or ownership of White Oak Medical. At no time were there any communications with the owners, only Mrs. White. The owners only became aware of this issue because I opened a letter addressed to Ms. White on behalf of White Oak Medical, who was no longer employed by us. Mr. Ricky White immediately took steps to rectify this issue by meeting with Mr. Rhea the same day we received the letter.

If Mr. and Mrs. White had been aware of the appeal process or had they been contacted about the actions being taken by Bertie County Tax, they would have handled this in a timely and appropriate manner. We do not dispute the value, only the penalty and will make payment immediately upon resolution. Because all communications were with an employee and not management, we feel that the penalties should be forgiven. We simply request for your consideration the waiver of the penalties.

I have attached the letter we received dated May 30, 2017 to Wendy White as proof of my comments in this letter. Mr. Rhea does have prior communication copies referenced within letter as needed to prove the owners or management never received any communication about this process.

Sincerely,



Michael K. Hoggard
Chief Executive Officer
White Oak Medical
252-794-4772



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

May 30, 2017

Ms. Wendy White
White Oak Medical Transport
446 White Oak Road
Windsor, NC 27983

RE: Account No. 33279

Dear Ms. White;

Our auditors have finalized the audit of the above referenced taxpayer's business personal property returns. At this time, the findings of the audit have been accepted or the appeal period has expired; therefore, please find outlined below the charges and levy resulting from the discovery of taxable personal property found during the audit process:

Tax Year	Valuation	County Rate	Town Rate	PENALTY	COUNTY TAX	COUNTY PENALTY	TOWN TAX	TOWN PENALTY	TOTAL DUE
2016	100,161	.83		0	831.34	0			831.34
2015	116,418	.84		10%	977.91	97.79			1,075.70
2014	133,273	.84		20%	1,119.49	223.90			1,343.39
2013	132,018	.84		30%	1,108.95	332.69			1,441.64
2012	143,563	.78		40%	1,119.79	447.92			1,567.71
2011	152,687	.78		50%	1,190.96	595.48			1,786.44
2010	86,432	.78		60%	674.17	404.50			1,078.67
TOTAL	864,552				7,022.61	2,102.28			99,124.89

If you have any questions, please contact me at your convenience at 252-794-6152

Respectfully,

Jodie Rhea
Tax Administrator



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

September 5, 2014

White Oak Medical Transport
Mr. Ricky White
446 White Oak Road
Windsor, NC 27983

Account Number(s): Unlisted

Dear Taxpayer:

Bertie County, by the authority of North Carolina General Statutes, has contracted with County Tax Services, Inc. to assist in reviewing businesses throughout the county to verify that Business Personal Property Tax Listings are being filed correctly.

We invite your attention to the provisions of the Machinery Act of North Carolina, General Statute 105-309, which requires all businesses within the state to file an annual listing for all personal property used in the production of income. This program is to insure that all listings are filed in compliance with this statute.

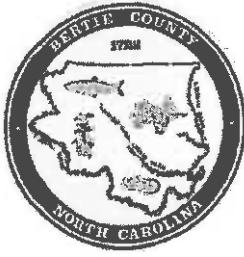
County Tax Services, Inc. will be contacting you in the near future to schedule an appointment for this review. The same laws that apply to local government with regard to confidentiality also apply to CTSI.

If you have any questions regarding this program, please feel free to call me at (919) 781-4666.

Thank you for your cooperation.

Sincerely,

Jodie Rhea
Tax Administrator



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

December 19, 2014

Ms. Wendy White
White Oak Medical Transport
446 White Oak Road
Windsor, NC 27983

RE: County Acct. #: Unlisted

Dear Ms. White:

County Tax Services, Inc. recently contacted you to schedule an appointment to review your Business Personal Property Tax Listings. This appointment was set to meet with you at your office in Windsor on January 21, 2015, at 1:15 PM. This review may require an inspection of the facility and business assets for the referenced account (s).

We invite your attention to N.C.G.S. 105-296(h), which states the assessor can require any person operating a business enterprise in the county to submit detailed statements of assets and liabilities, or other similar information pertinent to a discovery process. It also states that information collected under this Statute shall not be open to public inspection and is therefore confidential in nature but can be used in the listing or appraisal of property in the performance of the assessor's duties. The county has contracted with County Tax Services, Inc. as an expert to assist with the duties of the assessor (N.C.G.S. 105-299) and thereby subject to the provisions of confidentiality regarding the use and disclosure of information.

Please have available the following information that reflects tax years 2012, 2013, & 2014. The auditor will need these files either electronically or copies to take with them.

1. Depreciation schedules for year ending December 31 of each requested tax year (i.e.; year-end December 31, 2012 is for tax year 2013), as well as the most current depreciation schedule available on fixed assets. *Be sure to include all assets located in this county, real or personal or fully depreciated and still in use.*
2. The trial balances that relate back to the general ledger, which includes assets and expenses.
3. For validation purposes, we ask for certain information from your Income Tax Returns. CTSI is only requesting information from income tax returns that is relevant to determining taxable assets of the business and is not requesting income information.
 - a. For Individual Income Tax Returns, please provide Schedule "C", "F", etc. that is applicable to your business.
 - b. For Corporate Tax Returns please provide Schedule "K", "L" and "Other Deductions" that show detail of the different supply accounts.
4. Any documentation that supports assets leased and/or owned by others.

According to N.C.G.S. 105-312(g), when property is discovered the assessor shall tax the current year in which a discovery is made and any of the preceding 5 years during which taxation has escaped. Therefore, there may be a need for information regarding additional tax years, at which time our auditors will notify you. If you have questions regarding the information requested contact County Tax Services, Inc. at the number listed in the last paragraph of this letter.

Ms. Wendy White
RE: County Acct. #: Unlisted
December 19, 2014
Page 2

As part of our review program we are reviewing the value of all licensed vehicles and trailers. Please have available to our auditor a list of all licensed vehicles and trailers for the referenced business, which should include the following:

Year Acquired	Cost
Year/Make/Model of Vehicle/Trailer	Vehicle Identification Number
License Tag Number	Description

If you have any questions regarding this appointment please contact County Tax Services, Inc., at (919) 781-4666, Teresa Purvis, or Mr. Jodie Rhea 252-794-5310.

Sincerely,

Jodie Rhea
Tax Administrator



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

February 27, 2015

Ms. Wendy White
White Oak Medical Transport
446 White Oak Road
Windsor, NC 27983

RE: County Acct. #: Unlisted

Dear Ms. White:

The review on your Business Personal Property Tax Listings has been completed. Below is a description of the findings:

Information used in this review included Depreciation Schedule for Fixed Assets and a tour of the facility by the auditor. No Listing Forms have been filed with the county for the tax years under review.

Supplies

This asset category has variances for tax years 2010 through 2015. Since the Federal Income Tax Return information was requested but not provided by the taxpayer, three percent (3%) of the tax value is being used as a reportable amount of supplies. Like kind businesses have shown this amount to be an appropriate calculation. See the attached worksheets for further details of the calculation of tax values presented in the table below.

Machinery & Equipment, Furniture & Fixtures & Data Processing

These asset categories have variances for tax years 2010 through 2015. Cost of assets found in the Depreciation Schedule have been summarized by category and year acquired. Cost of assets in use by the business but not recorded on the Depreciation Schedule have been estimated and included in this review. This included the Furniture & Fixtures and Data Processing Equipment. Variances are shown below at their appropriate tax values. See the attached worksheets for further details.

Ms. Wendy White
RE: County Acct. #: Unlisted
February 27, 2015
Page 2

<u>Tax Year</u>	2015	2014	2013	2012	2011	2010	Total
Supplies	3,391	3,882	3,845	4,181	4,447	2,517	22,264
M&E	105,277	121,641	119,173	129,881	135,590	67,215	678,778
F&F	7,500	7,500	7,500	7,500	9,900	13,200	53,100
DP	250	250	1,500	2,000	2,750	3,500	10,250
	116,418	133,273	132,018	143,563	152,687	86,432	764,392

The above tax values are being discovered in accordance with the provisions of North Carolina General Statute 105-312.

This notice and appraisal will become final unless written exception thereto is filed with the County Assessor's Office within thirty (30) days from the date of this notice.

Sincerely,

Jodie Rhea
Tax Administrator

If the taxpayer agrees and accepts the listing and appraisal, you may sign and return this form to the Tax Office at the above address.

Signature of Taxpayer

Date

Enclosures

Jodi Rhea

From: Wendy White <windiwhite@yahoo.com>
Sent: Saturday, March 28, 2015 7:28 PM
To: Jodi Rhea
Subject: white oak property tax review

Jodi,

As per our conversation, sending this email to let you know we are reviewing the findings of the property tax listings.

There is a possibility we may disagree with some of the findings. This is a statement letter in order to keep our review of the account open until we come to an agreement.

Thanks for your help.

Wendy white

Jodi Rhea

From: Jodi Rhea
Sent: Saturday, March 28, 2015 8:06 PM
To: Wendy White
Subject: RE: white oak property tax review

Thank you, i'll forward this to the auditor first thing Monday morning.

Jodie

Sent from my U.S. Cellular® Smartphone

----- Original message -----

From: Wendy White
Date: 03/28/2015 7:29 PM (GMT-05:00)
To: Jodi Rhea
Subject: white oak property tax review

Jodi,

As per our conversation, sending this email to let you know we are reviewing the findings of the property tax listings.

There is a possibility we may disagree with some of the findings. This is a statement letter in order to keep our review of the account open until we come to an agreement.

Thanks for your help.

Wendy white



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

April 4, 2016

Ms. Wendy White
White Oak Medical Transport
446 White Oak Road
Windsor, NC 27983

RE: County Acct. #: Unlisted

Dear Ms. White:

Our Business Listing Division has recently spoken with Teresa Purvis of County Tax Services, Inc. concerning the review of County Acct. #: Unlisted and the appeal dated March 27, 2015. Additional information was to have been provided relating to this appeal. As of today no additional supporting documentation has been received. If no information is provided within fifteen (15) days of the date of this letter, the assessor's conference will be considered closed and a decision will be rendered.

Additional information to support your basis for appeal should be sent to:

County Tax Services, Inc. OR Fax: (919) 781-4667
P.O. Box 37642
Raleigh, NC 28627
Attn: Teresa Purvis

Thank you for your prompt attention to this matter.

Sincerely,

Jodie Rhea
Tax Administrator



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

April 4, 2016

*Jodi, 4-19-16
found this on my desk
@ work -
asking until 4-30-16
to review - other papers
not ~~sure~~ sure about supplies
ext - Wendy*

Ms. Wendy White
White Oak Medical Transport
446 White Oak Road
Windsor, NC 27983

RE: County Acct. #: Unlisted

Dear Ms. White:

Our Business Listing Division has recently spoken with Teresa Purvis of County Tax Services, Inc. concerning the review of County Acct. #: Unlisted and the appeal dated March 27, 2015. Additional information was to have been provided relating to this appeal. As of today no additional supporting documentation has been received. If no information is provided within fifteen (15) days of the date of this letter, the assessor's conference will be considered closed and a decision will be rendered.

Additional information to support your basis for appeal should be sent to:

County Tax Services, Inc.
P.O. Box 37642
Raleigh, NC 28627
Attn: Teresa Purvis

OR

Fax: (919) 781-4667

Thank you for your prompt attention to this matter.

Sincerely,

Jodie Rhea
Tax Administrator



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: June 19, 2017

AGENDA ITEM: C-1

DEPARTMENT: Governing Body

SUBJECT: Approve minutes for Regular Session 6-5-17

COUNTY MANAGER RECOMMENDATION OR COMMENTS: Recommend approval.

SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S): Recommend approval.

ATTACHMENTS: Yes

LEGAL REVIEW PENDING:

ITEM HISTORY: ---

Windsor, North Carolina
June 5, 2017
Regular Meeting

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

Present: Ronald "Ron" Wesson, District I
Stewart White, District II
Tammy A. Lee, District III
John Trent, District IV
Ernestine (Byrd) Bazemore, District V

Absent: None

Staff Present: County Manager Scott Sauer
Clerk to the Board Sarah S. Tinkham
County Attorney Lloyd Smith
Finance Officer William Roberson
Emergency Services Director Mitch Cooper
EMS Division Chief Crystal Freeman
Paramedic Victoria Hoggard
Human Resources/Risk Mgmt. Carolyn Fornes
Water Superintendent Ricky Spivey
Economic Development Director Steve Biggs
Register of Deeds Annie Wilson
Clerk of Superior Court Vasti F. James
Maintenance Director Anthony Rascoe

Gene Motley of the Roanoke-Chowan News Herald and Leslie Beachboard of the Bertie-Ledger Advance were present from the media.

CALL TO ORDER

Chairman Trent called the meeting to order and thanked those present for their attendance.

INVOCATION/PLEDGE OF ALLEGIANCE

Commissioner Lee led the Invocation and Pledge of Allegiance.

PUBLIC COMMENTS

There were no public comments during this section.

APPOINTMENTS

Mr. Henry Lancaster, Governor Cooper’s Region One Liaison for Hurricane Matthew covering Edgecombe, Nash, Wilson, Martin, Pitt and Bertie counties will provide a brief introductory report to the Board

Mr. Henry Lancaster of Governor Cooper’s Office, was present to introduce himself, and thanked the County Manager, and Emergency Services staff for all of their recent communications on behalf of the EMS Station One replacement initiative.

Mr. Lancaster stated that the EMS Station One “matter” should be “resolved favorably” by the end of this month.

The Board thanked Mr. Lancaster for all of his assistance.

Public Hearing #1 – CDBG Broadband Grant

Mr. Kevin _____ from the Mid-East Commission was present to assist in the first of two public hearings for the CDBG Broadband Grant.

Mr. _____ stated that this first public hearing was being held to provide information to the public and the Board about the programs offered by CDBG. Nothing grant specific will be submitted until the second public hearing.

Chairman Trent then opened the public hearing for citizen comments.

Besides receiving a general question about CDBG, there were no citizen comments regarding the future Bertie County application for a CDBG Broadband Grant.

Chairman Trent closed the public hearing, and thanked Mr. _____ for his time.

Public Hearing #2 – Northeastern NC Regional Hazard Mitigation Plan

Emergency Services Director, Mitch Cooper, was present to answer questions from the public or the Board about the County's intent to join the Northeastern NC Regional Hazard Mitigation Plan.

He stated that it is now time to finalize the updates and adopt the final plan that will be in place for 5 years.

This plan has been approved by the State Office of Emergency Management, as well as FEMA, and is ready for implementation July 1.

Mr. Cooper affirmed that this is very important document and partnership as it will ensure proper compliance for federal funding from after natural disasters.

In this new regional hazard mitigation plan, five (5) counties would be involved including Bertie, Martin, Washington, Tyrell, and Edgecombe.

Chairman Trent opened the public hearing for citizen comments.

There were no public comments.

Chairman Trent closed the public hearing, and thanked Mr. Cooper for his presentation.

Introduction by newly appointed John Sapper, Director of Bertie Correctional Institute

John Sapper, new Director of Bertie Correctional Institute, was present to introduce himself, as well as to provide a brief update about the State prison.

Mr. Sapper mentioned that the Prison was still working through the notions of an incident involving a Correctional Officer, and assured the Board that new changes were in the pipeline for added safety and security for all officers to prevent another tragedy.

He then discussed the 107 current vacancies at the State Prison, and that the Board should be aware that newspaper and radio advertisements were being used to recruit new prospective candidates for various positions.

The Board asked various questions of Mr. Sapper regarding the current hiring process, and whether or not paper applications could be used in reaching more of Bertie County's lower income citizens. Due to the fact that the local library was a total loss in Hurricane Matthew, it is even harder for citizens to have adequate access to internet service to complete the State Prison's online application process.

There was a brief discussion regarding the entire hiring process, including the physical agility test where candidates are required to “stair step” a particular number of stairs within a time limit. It was noted that this was a test the tended to screen out otherwise qualified candidates.

The Board also briefly discussed with Mr. Sapper about ways to promote the submission of applications even with the inherent risks of working in this type of field.

Commissioner Lee inquired if the rumors she had heard about the prison looking to “re up” former public safety or military personnel on a contract basis were true, and he confirmed that those rumors were true.

The Board thanked Mr. Sapper for his presence this evening, and assured him that he had their full support.

Presentation of the proposed FY2017-2018 County budget by County Manager, Scott Sauer

Four years ago, this month (May 2013), interim County Manager Mr. John Ed Whitehurst presented the FY 2013-2014 Budget Proposal, including but not limited to observations for the governing body to consider:

- Board of Education: The County has recently received the financial audit for the year ended June 30, 2011. The County was informed that the financial audit for the year ended June 30, 2012 was incomplete, but being performed.
- Water Department: The countywide water system is in need of extensive repair for the water tanks. Increased demand has placed a burden on some facilities and we are in need of expansion. However, the system must pay for the expansion with adequate revenues.
- Emergency Medical Services: The increasing demand upon the volunteer rescue squads and paid rescue squads has jeopardized the quality of services being delivered to the citizens.
- Public Buildings Maintenance and Grounds: Facilities upkeep has been neglected for several years and now the needed repairs are extensive.

Vehicle Leasing Program

Viper Radios for Volunteer Fire Departments and other first responders

Public Buildings and Grounds—special projects

Water Department System Improvements—projects previously approved

Emergency Services (EMS Paramedic and Non-Emergency Transport) and Emergency Management

BOARD APPOINTMENTS

ABC Board

Chairman Trent made a **MOTION** to re-appoint James Pugh to the ABC Board. Vice Chairman Bazemore **SECONDED** the motion. The **MOTION PASSED** unanimously.

Vidant Bertie Hospital Director’s Council

Vice Chairman Bazemore made a **MOTION** to appoint Dr. Steven Hill and Annie Wilson to the Vidant Bertie Hospital Director’s Council. Commissioner Wesson **SECONDED** the motion. The **MOTION PASSED** unanimously.

CONSENT AGENDA

Upon review by Chairman Trent, Commissioner Lee made a **MOTION** to approve the Consent Agenda in its entirety. Commissioner White **SECONDED** the motion. The **MOTION PASSED** unanimously.

The Consent Agenda was approved as follows:

1. **Minutes** – Regular Session 5-15-17
2. **Fees Report** – May 2017
3. **Budget Amendments** – CPTA, Council on Aging
4. **Resolution** – adopting the Northeastern NC Regional Hazard Mitigation Plan

DISCUSSION AGENDA

Review latest version and updates for library lease temporary space

The County Manager deferred to the County Attorney for this item.

County Attorney, Lloyd Smith, stated that the latest copy of the library lease for the temporary space in the Food Lion Shopping Center had been completed, and the revisions were discussed.

The Board stated their readiness to approve the lease.

Vice Chairman Bazemore made a **MOTION** for the Board to approve and accept the lease and its terms and conditions so that the official paperwork can be submitted for signatures. Commissioner Lee **SECONDED** the motion. The **MOTION PASSED** unanimously.

Discuss Non-Smoking implementation and location of signage for installation

The County Manager requested guidance from the Board regarding their thoughts on the installation of each non-smoking sign at the entrances and exits of every County building, and whether or not secure them to each building, or to use poles instead.

Commissioner Lee volunteered to assist Maintenance Director, Anthony Rascoe, with the logistics of the implementation before the July 1st deadline.

The Board and public also were able to see one of the signs on a table against the wall inside the Board Room.

Additional discussion – H.B. 867 – Coastal counties opposing ban on commercial fishing and shrimp trawling as heard on May 15th in Blue Jay

There was a brief discussion regarding the latest on H.B. 867. The Board was told that the bill was currently “dying” in the House, but that additional resources could be secured to present to the Board to give them all sides of the bill.

This item will be revisited at an upcoming meeting.

Discuss DRAFT resolution for piece of highway named after Kent Bazemore

This item was submitted to the Board for a first reading, and the Board expressed their readiness to approve it.

Commissioner Wesson made a **MOTION** to approve the draft resolution for a piece of highway to be named after Bertie native, Kent Bazemore. Vice Chairman Bazemore **SECONDED** the motion. The **MOTION PASSED** unanimously.

Review Employee Shared Leave Policy and consider proposed revisions

The Board reviewed the latest draft of the Employee Shared Leave Policy.

There was no action taken.

COMMISSIONER'S REPORTS

Commissioner Wesson

Commissioner Wesson reported that he and Vice Chairman Bazemore had just returned from an NCACC Board of Director's meeting in Asheville. Mr. Wesson announced various pieces of legislation being considered by the Taxation and Finance Board on which he is the Chair. The legislations include a bill regarding a high depreciation value for business owners with farming or large-scale equipment, age of juveniles and offenses being handled in juvenile court (with the exception of felony charges), and a pre-emptive call for 2020 Census preparations.

Vice Chairman Bazemore

Vice Chairman Bazemore discussed that she had attended the Public Safety CADET program graduation celebration on May 23rd.

She also reported that she had spoken with a representative from Walgreens regarding the closure of the Windsor location. It was mentioned to her that the employees inside the Windsor location were being given the opportunity to transfer to other local area stores, and that Walgreens would still maintain the building until a new tenant was secured.

She also discussed a grant opportunity she had recently learned about for helping those recover from opioid addiction, as well as encouraged the Board to seriously consider more funding being allotted for local Pre-K and educational programs in the area.

She also reiterated what Commissioner Wesson said about early preparations for the 2020 Census, and there was a brief discussion among the Board at finding local leaders in each community to assist in the surveying of Bertie citizens. The Board felt that having familiar faces knocking on doors that more people would be receptive to completing the Census than the numbers received in 2010.

Chairman Trent

Chairman Trent gave no remarks at this time.

Commissioner Lee

Commissioner Lee provided a brief update to all of those present about the Charters of Freedom Monuments. She mentioned that there was a lull in work currently since the County was waiting for the brick layers so that work could continue.

She also thanked Maintenance Director, Anthony Rascoe, for assisting her in completing the various flower beds around the exterior of the courthouse.

Lastly, she stated that he was honored to be present at the Public Safety CADET program luncheon, and mentioned that there is “remarkable youth in this County,” and encouraged all of those present to go out this Saturday and support the new Bertie High School graduates.

Commissioner White

Commissioner White thanked County Administration staff for all of their hard work in preparing this year’s proposed budget, and thanked the County Manager for doing “such an amazing job.”

COUNTY MANAGER’S REPORTS

County Manager Sauer reminded all present about the Pound the Sound Event this Saturday, June 10th.

Also, he confirmed that Governor Roy Cooper would be visiting Bertie on Wednesday, June 20th to discuss the latest resiliency and recovery efforts after Hurricane Matthew.

COUNTY ATTORNEY’S REPORTS

The County Attorney gave no remarks at this time.

PUBLIC COMMENTS

James Pugh of Indian Woods was present to pass along concerns he had received from citizens in the Lewiston-Woodville area. The concerns stemmed from the amount of accidents at the Lewiston/308 intersection. Chairman Trent informed Mr. Pugh that NCDOT had investigated that intersection, and found the most feasible approach to take in order to prevent further accidents. NCDOT plans to install a 4-way stop, and 2 red signals in advance of this intersection.

Veronica Williams of 104 Joyner Street in Windsor presented her concern to the Board regarding the Methodist Men organization. Ms. Williams stated that she and her husband were told that work being completed by the Methodist Men on her home would be ceased if they did not agree to sign documents for a \$40,000 loan. The Board thanked Ms. Williams for bringing her concerns to them, as if she had not done so, the Board would not be aware of this. Ms. Williams was asked to leave her contact information with the County Manager so that the matter could be looked into, and the County would then follow up with her.

Terry Pratt of Merry Hill reported that he had recently heard H.B. 867 was consider “dying” or “dead” in the House, and that even if it made it through the House, the Senate would most likely block it. Mr. Pratt stated he would bring new information to the Board if any is received.

There were no other public comments.

CLOSED SESSION

Vice Chairman Bazemore made a **MOTION** to go back into Closed Session 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. Commissioner Wesson **SECONDED** the motion. The **MOTION PASSED** unanimously.

RECESS

Chairman Trent **RECESSED** this meeting until Thursday, June 8th at 9:00 AM in the same location.

John Trent, Chairman

Sarah S. Tinkham, Clerk to the Board



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: June 19, 2017

AGENDA ITEM: C-2

DEPARTMENT: Governing Body

SUBJECT: Approve minutes for Closed Session 6-5-17

COUNTY MANAGER RECOMMENDATION OR COMMENTS: Recommend approval.

SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S): Recommend approval.

ATTACHMENTS: No

LEGAL REVIEW PENDING:

ITEM HISTORY: ---



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: June 19, 2017

AGENDA ITEM: C-3

DEPARTMENT: Governing Body

SUBJECT: Approve minutes for Work Session 6-5-17, 6-8-17

COUNTY MANAGER RECOMMENDATION OR COMMENTS: Recommend approval.

SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S): Recommend approval.

ATTACHMENTS: Yes

LEGAL REVIEW PENDING:

ITEM HISTORY: ---



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: June 19, 2017

AGENDA ITEM: C-4

DEPARTMENT: Council on Aging

SUBJECT: Agreement with Interim Healthcare-Morris Group, Inc. for senior home care services

COUNTY MANAGER RECOMMENDATION OR COMMENTS: Recommend approval.

SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S): Recommend approval.

ATTACHMENTS: Yes

LEGAL REVIEW PENDING:

ITEM HISTORY: ---

CONTRACTUAL AGREEMENT BETWEEN

Bertie County Council on Aging

&

Interim Healthcare-Morris Group, Inc.

THIS AGREEMENT is made and entered into the 1st day of July, 2017, by and between Bertie County Council on Aging ("BCCOA") and Interim Healthcare-Morris Group, Inc. ("IHMC"), Provider.

WITNESSETH

WHEREAS, BCCOA is engaged in the provision of In-Home services to its clients in Bertie County; and

WHEREAS, BCCOA seeks to make available all needed modalities of care to its clients and therefore, desires to have available the services for qualified nursing assistants, and Personal Care Aides to render home care services directly to its clients; and

WHEREAS, Provider employees qualified nursing assistants, and Personal Care Aides as defined in 42 C.F.R. SECTION 484 and 10 NCAC 3L, and is willing to provide such supplemental staffing for intermittent home care services on an as-needed basis to BCCOA pursuant to the terms and conditions set forth below;

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto and other good and valuable consideration, the receipt and a sufficiency of which is hereby acknowledged, the parties agree as follows:

I. SCOPE OF AGREEMENT

- A. Provider shall allow certain of its nursing staff to provide home care services on an as-needed basis to those patients specified by BCCOA. Such home care services shall be provided in accordance with 42 C.F.R SECTION 484 and 10 NCAC 3L, and in accord with IHMC policies and procedures. The services shall be rendered within the scope and limitations set forth in the plan of care, as established by the physician in coordination with the professional staff of Provider and BCCOA. Provider shall schedule visits according to the care plan and applicable BCCOA policies and procedures. BCCOA shall be responsible for transmittal of the initial care plan to Provider. Except in emergency situations, the type, scope or duration of said plan of care, including discharge planning, shall not be altered by Provider without coordination with the professional staff of BCCOA, and the approval of BCCOA's responsible authority. BCCOA shall give assignments to Provider staff under this Agreement on a pro basis.**
- B. BCCOA retains exclusive authority to admit patients into its home care services programs and to designate patients to be served by Provider.**
- C. Provider shall provide BCCOA with evaluations, visit reports, time sheets, clinical progress reports and discharge summaries for each patient to whom Provider has rendered services in such form and at such times as directed by BCCOA.**
- D. Provider shall meet all Federal and State requirements relating to professional qualifications, functions, supervision and in-service education.**
- E. BCCOA is responsible for coordinating the timely transmittal of information to Provider required for the orderly and efficient delivery of services.**

- F. BCCOA shall in no way restrict or limit the right of any employee of Provider to exercise independent professional judgement as to the type of services needed and the manner in which they are to be performed. Provider shall manage and supervise its home care staff who provides services under the terms of this agreement.
- G. Personal protective equipment for staff will be the responsibility of Provider.
- H. Provider will maintain personnel files with copies of health information, licenses and/or qualifications, along with other such information as required by Provider Organization, State and/or Federal regulations for each individual employed by Provider in the performance of the agreement and will provide copies to BCCOA upon request.
- I. Provider agrees that this relationship with BCCOA shall be that of an independent contractor. The parties hereto further agree that nothing contained herein shall be deemed to create any type of agency, servant or employee/employer relationship.
- J. Both parties shall comply with all applicable Federal, State, and local laws and regulations and shall conform to the standards of the Department of Health and Human Services and such other agencies as are responsible for regulating the parties hereunder. Provider shall also maintain the confidentiality of all medical records and information in accord with applicable state and federal laws, rules and regulations, HIPPA regulations, and BCCOA policy.
- K. Provider shall provide home care services to BCCOA's patients in Bertie County.
- L. As a means of promoting continuity of care and developing effective working relations between the parties' staff, Provider shall endeavor to minimize changes in its staff who provide home services to patients designated by BCCOA. Provider staff shall regularly participate in case conference conducted at BCCOA's office or at such place or through other means of communication acceptable to both parties.
- M. Provider shall not use the name of BCCOA in any of Provider's recruitment materials, advertisements or other publications without the prior approval of BCCOA.

II. LIABILITY

- A. Provider shall at all times maintain in full force and effect professional liability insurance coverage in the minimum amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate through a program of self-insurance or a commercial insurance carrier. Upon BCCOA's written request, the Provider shall provide a certificate of insurance to BCCOA which sets forth the type of coverage provided and the limits of coverage and which endeavors to provide to BCCOA thirty (30) days advance written notice of cancellation or of a change to limits of the aforesaid coverage.
- B. Provider shall maintain automobile insurance coverage in accordance with the laws of the State of North Carolina on any vehicle owned by Provider and used in the delivery of services under the agreement.
- C. Provider shall maintain a Worker's Compensation insurance policy on all employees utilized in the delivery of services under this Agreement. Provider certifies that it carries and maintains such a Workers' Compensation Insurance policy. Provider further agrees to hold harmless and indemnify BCCOA for any Worker's Compensation claims on behalf of Provider's employees.

III. FINANCIAL AGREEMENT

- A. For services rendered under the terms of this Agreement, BCCOA shall pay Provider the rate of **\$14.00** per hour for visits by the Provider's In-Home Assistants. Provider shall submit an invoice for service rendered to BCCOA on Monday following the payroll ending period. Such fees shall be the exclusive method, mode and amount of payment for visits made by the Provider's professional staff pursuant to this agreement (hereunto referred to as Services), with the exception that, if services are not performed during such visit.
- B. All fees, compensation and other things of value charged by BCCOA for services shall belong to and be paid to BCCOA.
- C. Provider shall, in accordance with BCCOA's established policies and procedures provide all necessary documentation for BCCOA to obtain reimbursement for all services rendered.
- D. By the 7th day of each calendar month, Provider shall submit to BCCOA's designated representative, a record of all Services rendered to BCCOA's patients during the proceeding 30 day period. Such report will list patient names, dates of services, services provided and fee applicable.
- E. Provider's fee for Services shall be paid by BCCOA within thirty (30) days of the receipt of the prescribed and properly executed billing forms; provided that all documentation pertaining to the service has been completed, received and approved. In the event that Provider has been paid for services rendered by BCCOA and because of Providers failure to properly comply with obligations under this Agreement, the BCCOA fails to receive its fee from the party from whom payment for such Services is due, then Provider shall reimburse BCCOA for any and all such amounts denied due to Provider error.

IV. EFFECTS OF DENIALS AND NOT SEEN VISITS

In the event any amount paid to Provider by BCCOA for Services is denied by a fiscal intermediary, BCCOA, if appropriate, shall notify Provider and submit to the fiscal intermediary information jointly prepared by BCCOA and the Provider which provides justification for the amount paid or services provided.

BCCOA will not pay for a not-seen visit unless the not-seen visit is caused by BCCOA's failure to communicate scheduling information to Provider in a timely and accurate manner.

V. DURATION OF AGREEMENT

This agreement shall commence as of the date hereof and shall continue in full force and effect through **June 30, 2018**. Thereafter, the Agreement may be renewed for additional one year terms by mutual written agreement of the parties. Either party shall have the right to terminate this Agreement, with or without cause, upon ninety (90) days notice in writing to the other party.

This Agreement shall terminate automatically and immediately upon the revocation, suspension, termination or expiration of Provider's Home Care License, or upon the occurrence of any circumstances that would legally prevent Provider from performing services under this Agreement. The provisions and obligations of Section VII hereof shall survive any termination of this Agreement, and termination shall not relieve BCCOA of its obligation to timely pay any fees accrued for services provided up to the time of termination.

VI. OUTSIDE SERVICES

Nothing in this Agreement shall be construed as limiting or restricting in any manner either party's right to render the same or similar services as those covered by this Agreement to other individuals and entities, including, but not limited to, nursing homes, other home care agencies, school systems, group homes and acute care facilities, during the term of this Agreement.

VII. SPECIAL CONDITIONS

- A. **Hiring of employees:** During the term of this Agreement, and for a period of one year after termination of this Agreement, both parties agree not to employ any employee of the other rendering services under this Agreement without prior written consent. Provided, however, if this contract is terminated at any time by either party, BCCOA will retain the right of employment for all employees employed by the BCCOA at the time of inception of the original contract.
- B. **Removal of Healthcare Professional:** Provider agrees to relieve any member of its professional staff from the provisions of home care services under this Agreement with report to any particular patient(s) upon reasonable request by BCCOA and to endeavor to provide a substitute acceptable to BCCOA.
- C. **Qualifications of Provider staff** shall not be less than those required by BCCOA for BCCOA employees providing similar services as Provider staff.

VIII. GENERAL CONDITIONS

- A. **ENTIRE AGREEMENT AND AMENDMENTS:** This Agreement contains the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous written or oral negotiations and agreements between them regarding the subject matter hereof. This Agreement may be amended only in writing, which must be signed by both of the parties. Each of the statements set forth in the recitals to this Agreement are hereby incorporated herein by reference as valid representation of the party or parties to whom such statement relates.
- B. **ASSIGNMENT:** This Agreement is personal to the parties hereunder, and neither party shall assign, delegate, transfer, pledge or otherwise dispose any of the rights or obligations specified in this Agreement to any other entity or natural persons without first obtaining the written consent of the other party, which consent shall not be unreasonable withheld. Any attempt by either party to assign, delegate, transfer, pledge or otherwise dispose of any portion or all of this Agreement, without obtaining the prior written consent of the other party, shall be void and of no effect. In the event of assignment, this Agreement shall be binding upon the successors or assigns of the parties hereto.
- C. **NOTICE:** Any notice required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when delivered personally or three (3) days after being mailed by certified mail, return receipt requested, postage prepaid to the following addresses, or at such other address as either party may designate in a manner in compliance with this Section:

Interim Healthcare-Morris Group, Inc.

Attn: Margaret Webb

2526 Ward Boulevard

Wilson, North Carolina 27893

Bertie County Council on Aging

Attn: Venita C. Thompson, Director

103 W. School Street

Windsor, North Carolina 27983

Each party shall at all times keep the other party informed of its current address.

- D. SALARY, BENEFITS, INSURANCE, AND TAXES:** Provider shall be responsible for payment of the staff of his or her salary and other benefits provided to employees of Provider's in accord with Provider's standard policies. Provider shall provide Worker's Compensation insurance for its employee, including but not limited to, unemployment insurance tax and social security tax. Provider agrees to indemnify and hold BCCOA harmless from any and all expense, liability or responsibility arising from failure to withhold such taxes and social security payments or to make and such Worker's Compensation or unemployment benefit payments, contributions or payroll tax payments. This Section survives termination of this Agreement.
- E. LEGISLATIVE/REGULATORY COMPLIANCE AND MODIFICATION:** Provider hereby agrees that it will comply with any and all statutes, laws, rules regulations, license and certificates and authorization of any governmental body or authority applicable to it in the performance or carrying out of its obligation under this Agreement. BCCOA hereby agrees that it will comply with any and all statutes, laws, rules, regulations, license, certificates and authorizations of any governmental body or authority application to it in the performance or carrying out of its obligations under this Agreement. Each party will obtain and maintain current and in force all license, certifications, authorizations and/or permits (and will pay fees therefor) necessary for it to carry out its duties and responsibilities under this agreement. In the event any licensure law, rule, regulation or payment policy, or any rule or policy of any non-governmental third party payer, or any other federal, state, or local law, rule, regulation policy, or any interpretation thereof at any time during the term of this Agreement is modified, implemented, threatened to be implemented or determined to prohibit, restrict or in any way materially change the method or amount of reimbursement or payment (a) for service under the Agreement or (b) for service to patient of a party as a result of this Agreement, or by virtue of the existence of this Agreement has or shall have a materially adverse effect on the ability of either party to engage in any commercial activity on terms at least as favorable as those reasonably attributable as of the date (all of the foregoing being here inactive collectively referred to as "Changes," and individually, a "Change") then the parties to this Agreement shall negotiate in good faith to amend in writing prior to the effective date of the Change, then the party affected by the change may terminate this Agreement upon thirty (30) days advance written notice. Upon such termination, neither party shall have any further rights hereunder, except those rights already accrued and those that expressly survive termination.
- F. FORCE MAJEURE:** In the event either party is prevented from performing hereunder due to an act of God, flood, war, epidemic, fire, earthquake, labor dispute, embargo, governmental action imposing quotas not heretofore imposed, a change laws adversely affecting the import or export of essential part of material, an insurrection or other similar event beyond the reasonable control of the party of the party invoking this Section, and if such party shall have used reasonable efforts to mitigate its effects and provided that such party shall have given prompt written notice to the other party, then delay or failure of performance due to events occurring hereunder shall be excused, and the time for performance shall be extended for the period of delayer inability to perform due to such occurrences. Notwithstanding the excuse of Force Majeure, the other party may terminate this Agreement without being held in breach if the invoking party is unable to continue with performance within sixty (60) days after the initial occurrence of such an event.
- G. OBRA COMPLIANCE:** The parties agree that upon request they will make their books, documents and records available to the Secretary of the Health and Human Services, the comptroller general or their duly authorized representative to the extent required by section 952 of the Omnibus Budget Reconciliation Act of 1980 and will obtain a similar agreement from any related sub-contractor whom they engage to perform on their behalf. This section survives termination of this Agreement.
- H. NO REQUIREMENT TO REFER:** Nothing in this Agreement, whether written or oral, nor any consideration in the connection herewith, contemplates or requires the referral of any patient by Provider to the HCOA or any other entity affiliated in anyway with the HCOA or any other entity affiliated in anyway with the HCOA. This agreement is not intended to influence the Judgement of Provider in choosing medical specialists or medical facilities appropriate for the proper care and treatment of patients. Neither Provider nor its employees nor agents shall receive any compensation or remuneration for referrals, if any, to the HCOA or any affiliate.
- I. COMPLIANCE WITH ANTITRUST LAWS:** It is the intention of the parties to comply with the body of law applicable to antitrust, fair trade practices and related topics in all reports. All parties shall comport themselves in compliance with these bodies of law while fulfilling their duties and responsibilities pursuant to this Agreement. Specifically, but without limitation, Provider shall not require or permit the improper disclosure to it of information obtained by staff,

and the BCCOA shall not require or permit the improper disclosure to it of information obtained by staff, when such disclosure would violate these aforesaid bodies of law. The parties agree that they shall strive to comply with all U.S. Department of Justice/FTC Antitrust "Safety Zone" requirements and further shall not, in violation of these requirements and further shall not, in violation of these requirements, facilitate or knowingly permit the exchange, directly or indirectly, of any competitively sensitive price, cost or charge information, or engage in joint pricing of any kind.

- J. **COSTS:** Except as otherwise specifically provided herein, each party shall bear its own costs and expenses incurred in connection with the performance of its obligations hereunder.
- K. **TAXES:** Each party shall be responsible for payment of any and all federal, state, local or other taxes which may arise or be imposed as the result of its performance under this Agreement or as the result of the receipt of any compensation or other funds under this Agreement or in connection with the transactions contemplated hereby, if any. This Section shall survive termination of this Agreement.
- L. **INVALID PROVISIONS:** In the event that any portion of this Agreement shall be determined to be invalid or unenforceable, the remainder of this Agreement shall be deemed to continue to be binding upon the parties hereto in the same manner as if the invalid or unenforceable provisions were not part of this Agreement.
- M. **NON-WAIVER:** No waiver of any term or condition of this Agreement by either party shall be deemed to be a continuing or further waiver of the same term or condition or a waiver of any other term or condition of this Agreement.
- N. **THIRD PARTY BENEFICIARY:** The parties do not intend to confer any rights, privileges or benefits upon any other individual(s) or entity (is) not signatories to this Agreement, arising out of this Agreement. The parties agree that nothing in this Agreement shall be constructed or interpreted to confer any such rights, privileges or benefits upon any individual or entity not a signatory to this Agreement.
- O. **GENDER:** Throughout this Agreement, wherever the context requires or permits the neuter gender shall be deemed to include the masculine and the feminine, and the singular number, the plural and vice versa.
- P. **JURISDICTION:** This Agreement has been entered into the state of North Carolina and all questions with respect to the construction of this Agreement and the rights and the liability of the parties shall be governed by the law of the State of North Carolina shall govern liabilities of the parties.
- Q. **COUNTERPARTS AND FACSIMILES:** This Agreement may be executed in one or more counterparts, each of which may be deemed an original, but all of which constitute one and the same. An executed Agreement transmitted by facsimile to the other party may be relied upon as an original, and if there is any inconsistency between such facsimile and executed Agreement subsequently received by "hard copy" the forms continued in the facsimile shall prevail.
- R. **HEADING:** The heading and number of sections and paragraphs contained in this Agreement are for reference purpose only and shall not affect in any way the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties here to have set their hands and seals, the day and first above written.

ATTEST

County: _____

Title: _____

Signature: _____

Date: _____

PROVIDER

DEPARTMENT

Interim Health Care- Morris Group, Inc.

By: Teri Pulding

Title: CEO/CFO

Date: 6-2-17

Bertie County Council on Aging

By: Denita C. Thompson

Title: Aging Services Director

Date: 06/03/17



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: June 19, 2017

AGENDA ITEM: C-5

DEPARTMENT: Governing Body

SUBJECT: The Golden Leaf Foundation – two (2) Grantee Acknowledgments and Agreements

- a. Flooding in Cashie River Drainage System
- b. Joint, Cooperative Extension/Lawrence Memorial

COUNTY MANAGER RECOMMENDATION OR COMMENTS: Recommend approval.

SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S): Recommend approval.

ATTACHMENTS: Yes

LEGAL REVIEW PENDING:

ITEM HISTORY: ---

The Golden LEAF Foundation

GRANTEE ACKNOWLEDGMENT AND AGREEMENT

1. Grantee: County of Bertie
2. Project File Number & Title: FY2017-206 / Flooding in the Cashie River Drainage System
3. Purpose of Grant: Bertie County and Windsor experienced significant flooding as a result of Tropical Storm Julia and Hurricane Matthew. This Golden LEAF grant will support development of a flood reduction feasibility study. The study will identify appropriate engineering options and best practices to reduce runoff and surface flow to the Cashie River and flooding in Windsor.
4. Amount of Grant: \$72,707.00
5. Award Date: 6/1/2017 Start Date: _____
6. Special Terms and Conditions Applicable to Grant:
 - a) The term of the grant is 6 months, commencing on the Award Date unless the Grantee proposes a later Start Date that is accepted by Golden LEAF. Golden LEAF may extend the term of the Grant. The provisions of this agreement that by their nature extend beyond the term of the grant will survive the end of the term of the grant.
 - b) Golden LEAF funds are to be used for the flooding study.
 - c) Release of funds is conditioned on Grantee securing sufficient funds to complete the project.
 - d) Golden LEAF funds may not be used for acquisition of interests in real property.
7. Standard conditions on the release of grant funds:
 - a) Release of grant funds is contingent on Grantee attending a Golden LEAF grants management workshop or participating in satisfactory discussions with Golden LEAF staff to gain training in the management of Golden LEAF grants and reporting requirements.
 - b) For non-governmental grantees, release of funds is contingent on Grantee providing the Foundation with a copy of the Grantee's policy regarding conflicts of interest with evidence that the policy has been adopted by the Grantee's board of directors.
 - c) Release of funds is contingent on Grantee returning a fully executed original of this Grantee Acknowledgment and Agreement no later than three months after the Award Date, unless the Foundation agrees to extend the deadline for its submission.
 - d) Release of funds is contingent on Grantee submitting a project management plan ("PMP") that Golden LEAF has approved. The PMP must be submitted within three months of the Award Date, unless the Foundation agrees to extend the deadline. Unless otherwise approved, the PMP must be submitted on the Golden LEAF PMP form. The Grantee agrees to work with Golden LEAF staff to identify key activities and milestones that are critical to successful implementation of the grant, outcomes that will be used to assess the success and effectiveness of the project, baseline data from which progress can be measured, individuals responsible for implementing identified tasks, deadlines for each activity and milestone, and an overall project time line. Grantee must submit documentation to verify the baseline data with the PMP. The Grantee may be required to report results and accomplishments to Golden LEAF for a period beyond the grant term that is reasonably necessary to evaluate the outcomes of the grant.
 - e) Release of funds is contingent on the Grantee submitting a project budget that Golden LEAF has approved. The project budget must be submitted within three months of the Award Date unless the Foundation agrees to extend the deadline. Unless otherwise approved, the project budget must be submitted on the Golden LEAF Budget and Expense Tracking Form.

f) If the Grantee fails to comply with its obligations under this Agreement, no further grant funds will be released unless such noncompliance is resolved to the satisfaction of Golden LEAF.

8. Confirmation of Eligibility/Permissible use of Funds: The Grantee confirms: (1) that the Internal Revenue Service has determined that the Grantee is an organization described in Section 501(c) (3) of the Internal Revenue Code of 1986, as amended, and that such determination has not been revoked, or (2) that the Grantee is a federal, state or local governmental unit. Grantee agrees to notify the Foundation promptly if the Grantee's tax-exempt status is revoked or modified in any way. The Grantee agrees that it will use the funds from this grant only for charitable, educational, or scientific purposes within the meaning of Section 501(c)(3) of the Code, and that it will not use the funds from this grant in any way that would result in or give rise to private inurement or impermissible private benefit. The Grantee agrees that no funds from this grant will be used to carry on propaganda or otherwise to attempt to influence legislation, to influence the outcome of any public election, or to carry on directly or indirectly any voter registration drive. The Grantee agrees that it will not use any of these grant funds to make any expenditure or grant that does not comply with the requirements of Section 4945(d)(3) or (4) of the Code or to undertake any activity for any purpose other than one specified in Section 170(c)(1) or Section 170(c)(2)(B) of the Code. If grant funds are used to pay for sales tax for which the Grantee receives a refund, Grantee will use the refund for expenses that are consistent with the purpose of the grant and permissible under this Agreement. Unless otherwise agreed by the Foundation in writing, no portion of the Grantee's rights or obligations under this Agreement may be transferred or assigned to any other entity.
9. Compliance with laws/liens: The Grantee is in material compliance with all federal, state, county, and local laws, regulations, and orders that are applicable to the Grantee, and the Grantee has timely filed with the proper governmental authorities all statements and reports required by the laws, regulations, and orders to which the Grantee is subject. There is no litigation, claim, action, suit, proceeding or governmental investigation pending against the Grantee, and there is no pending or (to the Grantee's knowledge) threatened litigation, claim, action, suit, proceeding or governmental investigation against the Grantee that could reasonably be expected to have a material adverse effect upon the Grantee's ability to carry out this grant in accordance with its terms. The Grantee has timely paid all judgments, claims, and federal, state, and local taxes payable by the Grantee the non-payment of which might result in a lien on any of the Grantee's assets or might otherwise adversely affect the Grantee's ability to carry out this grant in accordance with its terms.
10. Project and budget modification: The Grantee agrees to immediately notify the Foundation of anything that may materially affect the Grantee's ability to perform the project funded. **If the Grantee proposes to modify the budget, the objectives, or any other feature of the project funded, the Grantee shall not encumber or expend any funds from this grant for such purposes unless and until the Foundation has approved such proposed modifications in writing.** Moreover, no further payments shall be made to the Grantee in connection with the project funded unless and until the Foundation has approved such proposed modifications in writing.
11. Use of grant funds/rescission and termination of grants: The Grantee accepts and will retain full control of the disposition of funds awarded to the Grantee by the Foundation under this grant, and accepts and will retain full responsibility for compliance with the terms and conditions of the grant. Grant funds shall be utilized exclusively for the purposes set forth above. If the Grantee breaches any of the covenants or agreements contained in this Agreement, uses grant funds for purposes other than those set out above, or any of the representations and warranties made by the Grantee are untrue as to a material fact, the Grantee agrees to repay to the Foundation the full amount of this grant. Any condition, purpose, term or provision in the Foundation's resolution approving funding or in this Agreement shall take precedence over any conflicting provision in the Grantee's application.

The Grantee acknowledges receipt of the following policy regarding termination and rescission of grants, which is intended to supplement but not replace or limit the rights and remedies of the Foundation set forth elsewhere in this Agreement. The Grantee acknowledges that the Foundation may, from time to time, amend its policy

regarding termination and rescission of grants, and the Grantee acknowledges that the Grantee will be subject to the policy as amended.

Policy Regarding Rescission and Termination of Grants. Rescission of a grant revokes the grant award. When funds have been disbursed to a Grantee by the Foundation and a grant is rescinded, the Grantee may be liable for repayment to the Foundation for an amount up to the total of grant funds received by the Grantee. Termination of a grant ends the grant on a going-forward basis, and the Grantee is responsible for repayment to the Foundation of only that portion of the grant funds that has been disbursed but not expended by the Grantee in accordance with the terms of the grant.

A grant may be rescinded or terminated at any time in the discretion of the Foundation for the Grantee's failure to comply with its obligations under this Agreement or if any of the Grantee's representations and warranties in this Agreement are or become untrue as to a material fact. Reasons for rescission or termination of a grant include but are not limited to the following:

- a. The Grantee has not signed and delivered to the Foundation the Grantee Acknowledgment and Agreement within three (3) months of the Award Date set out in Section 5, above.
- b. The Grantee has failed to complete the project within the grant term established by this Agreement or any extensions thereof.
- c. The Grantee's tax-exempt status has been modified or revoked.
- d. The Grantee is unable, or has failed or refused, to comply with a material term or condition of the grant.
- e. The Grantee has experienced a change in circumstances that is likely to have a material adverse effect upon the Grantee's ability to accomplish fully the purposes of the grant (e.g., loss of collateral funding, loss of key personnel, etc.).
- f. The Grantee has failed or refused to submit a report, statement, accounting or return required by this Agreement or applicable law.
- g. The Grantee has materially modified its budget for the project, and such material modification has not been approved by the Foundation.
- h. The Grantee commits a material violation of the Internal Revenue Code, or uses grant funds for some purpose not permitted by the Internal Revenue Code or for some purpose not contemplated by the grant.
- i. The Grantee breaches any of the covenants or agreements contained in this Grantee Acknowledgment and Agreement.
- j. The Grantee requests that the grant be rescinded or terminated.

It is anticipated that a grant will be rescinded in situations in which no grant funds have been disbursed. Where grant funds have been disbursed, it is anticipated that a grant will be rescinded in the case of more serious violations (including, without limitation, use of grant funds for some purpose not contemplated by the grant or in violation of the Internal Revenue Code, or upon other affirmative misconduct of the Grantee), and that termination of a grant will occur in the case of the less serious instances of non-compliance or where the circumstance giving rise to termination is not the result of misconduct of the Grantee.

If the Board of Directors of the Foundation determines that a grant should be rescinded or terminated, the Foundation will notify the Grantee of that decision. The Foundation may choose to notify the Grantee that the grant is subject to rescission or termination unless the Grantee remedies the noncompliance and establish deadlines or other limitations on the Grantee's opportunity to remedy the noncompliance. If the Foundation allows the Grantee the opportunity to correct the noncompliance, no further grant funds shall be advanced until the noncompliance is remedied.

12. Release of Funds: Unless otherwise agreed by the Foundation, up to twenty percent (20%) of funds may be released in advance after all conditions on the release of funds are satisfied. Funds may be released in additional advances of up to twenty percent (20%) of the grant amount upon receipt of evidence satisfactory to the

Foundation that funds previously released have been properly expended and accounted for. Funds may instead be released on a reimbursement basis, in which case payments may be made in an amount equal to or up to eighty percent (80%) of the grant amount upon receipt of evidence satisfactory to the Foundation that funds have been properly expended and accounted for. Unless otherwise approved by the President of the Foundation, a sum equal to twenty percent (20%) of the total amount of the grant will be retained by the Foundation until the Grantee completes its obligations under this grant, including submission of a satisfactory final report on the project funded. This final twenty percent (20%) retained by the Foundation shall be paid to the Grantee on a reimbursement basis. If the grant is conditional or contingent, all conditions and contingencies must be met before any payment will be made. Each request for payment shall be in writing and shall certify that the Grantee has performed in accordance with the terms and provisions of its Grantee Acknowledgment and Agreement, and that such Grantee is entitled under the terms of such Agreement to receive the amount so requested. Each request should be made to Mr. Dan Gerlach, President, The Golden LEAF Foundation, 301 N. Winstead Avenue, Rocky Mount, NC 27804. Payment should not be requested until the Grantee has need for actual expenditures of the funds. The Grantee should request payment at least thirty (30) days prior to its desired payment date.

13. Reporting: The Grantee agrees to submit a Progress Report to the Foundation biannually, to be received by the Foundation six months from the date of award and every six months thereafter. The Grantee agrees to submit a final Progress Report for receipt by the Foundation within sixty (60) days after the completion of all obligations for the project funded or the end date, whichever comes first. Report forms may be found on the Foundation's website, www.goldenleaf.org. The Grantee will furnish additional or further reports if so requested by the Foundation on forms prescribed by the Foundation.
14. Records: The Grantee agrees to maintain full, accurate and verifiable financial records, supporting documents, and all other pertinent data for the project funded in such a manner so as to identify and document clearly the activities and outcomes of the project funded and the expenditure of Foundation funds. Financial records regarding the Foundation's grant shall be kept separate from accounts for other awards, monetary contributions, or other revenue sources for the project funded. The Grantee agrees to retain all financial and programmatic records, supporting documents, and all other pertinent records related to the project funded for a period of five (5) years from the end of the grant funding period. In the event such records are audited, all project records shall be retained beyond such five-year period until all audit findings have been resolved. The Grantee shall provide to the Foundation copies of all financial and other records requested by the Foundation and shall make available to the Foundation, or the Foundation's designated representative, all of the Grantee's records that relate to the project funded, and shall allow the Foundation or the Foundation's representative to audit, examine and copy any data, documents, proceedings, records and notes of activity relating to the project. Access to these records shall be allowed upon request at any time during normal business hours and as often as the Foundation or its representative may deem necessary. The Grantee may be subject to audit by the State Auditor.
15. This Section 15 is applicable if the following blank is marked: _____ Staff Initials & date: _____

Intellectual property/New Developments: In consideration of its receipt of funds granted by the Foundation, the Grantee agrees that during the course of the project funded by the grant, the Grantee, and any recipient of grant funds, will promptly disclose to the Foundation any improvements, inventions, developments, discoveries, innovations, systems, techniques, ideas, processes, programs, and other things, whether patentable or unpatentable, that result from any work performed by or for the Grantee in connection with the project funded, or by individuals whose work is funded by the grant (the "New Developments"). If the Grantee provides to the Foundation a copy of any Invention Disclosure Reports it receives from Grantee employees that report making inventions under this Agreement, then the Grantee will be deemed to have satisfied the disclosure requirement in the preceding sentence.

The Grantee agrees that it, and any recipient of grant funds, shall take all reasonably appropriate actions to assure that the New Developments shall be and remain the sole and exclusive property of the Grantee. In the event that the interests of the public would be served by commercialization of the New Developments, the Grantee agrees to use its best reasonable efforts to pursue the commercialization of any such New Developments in a manner that will serve the interests of the public, including but not limited to the transfer, assignment or licensing of such New Developments; provided, however, that the Grantee, and any recipient of grant funds, shall not transfer, assign or license such New Developments in part or in whole without first having obtained the written consent of the Foundation.

Any revenue generated as a result of transferring, assigning, or licensing New Developments will be managed by the Grantee in accordance with its published patent, copyright and technology transfer procedures, if any, and in the absence of such procedures such revenue will be managed by the Grantee in accordance with procedures approved by the Foundation. Such procedures typically will prioritize the distribution of revenues to insure that the Grantee first honors its obligation to its inventors and then to cover its own out-of-pocket expenses as necessary to protect its intellectual property.

The Grantee and Foundation further agree that should there be any revenue generated greater than that necessary to meet the obligations of the preceding paragraph ("Net Revenue"), the Net Revenue shall be managed by the Grantee as follows:

- a) 15% of the Net Revenue will be retained by the Grantee as a fee for the management and distribution of funds as required under this Agreement.
- b) 30% of the remaining Net Revenue will be paid to the Foundation.
- c) 70% of the remaining Net Revenue will be retained by the Grantee and used in accordance with the procedures referenced in the preceding paragraph above.

The Grantee's obligations pursuant to this Section will continue beyond the expiration of the funding period.

16. Independent entity: The Grantee acknowledges and agrees that the Grantee is an entity independent from the Foundation, is not an agent of the Foundation, and is not authorized to bind the Foundation to any agreement of payment for goods or services. The Grantee is responsible for payment of all its expenses, including rent, office expenses and all forms of compensation to employees. It shall provide workers compensation insurance to the extent required for its operations and shall accept full responsibility for payments of unemployment compensation, social security, income taxes and any other charges, taxes or payroll deductions required by law in connection with its operations, for itself and its employees. All expenses incurred by the Grantee are the sole responsibility of the Grantee, and the Foundation shall not be liable for the payment of any obligations incurred in the performance of the project funded.
17. Non-discrimination: The Grantee shall not discriminate by reason of age, race, ethnicity, religion, color, sex, national origin, or handicap related to the activities of a project funded by the Foundation.
18. Publicity: All publicity and printed materials regarding projects or activities supported in whole or in part by this grant should contain the following language: **"This project received support from The Golden LEAF Foundation."** The Golden LEAF logo is to be displayed in all of the Grantee's publicity and printed materials relating to this grant. Please contact Jenny Tinklepaugh (jtinklepaugh@goldenleaf.org) for digital versions of the logo.
19. Authority to execute/Necessary Approvals Obtained: The individual signing below certifies his or her authority to execute this Agreement on behalf of the Grantee and that the Grantee has received any third party approval that may be required prior to entering this Agreement. By executing this Agreement, the Grantee, to induce the Foundation to make this grant, makes each of the representations set forth hereinabove and certifies that each of such representations is true, accurate and complete as of the date hereof.

IN WITNESS WHEREOF, the Grantee has executed this Agreement as of the date below:

Name of Grantee Organization (print): _____

Signature: _____

Name of Person Signing (print): _____

Title of Person Signing (print): _____

Date: _____

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The Golden LEAF Foundation

GRANTEE ACKNOWLEDGMENT AND AGREEMENT

1. Grantee: County of Bertie
2. Project File Number & Title: FY2017-207 / Cooperative Extension Facility
3. Purpose of Grant: Tropical Storm Julia and Hurricane Matthew flooded Bertie County's Cooperative Extension Service building and its Public Library. Funding available from FEMA will not be sufficient to replace these facilities. This Golden LEAF grant will support planning, design, and engineering for a new building located outside of the floodplain that will house the library and cooperative extension offices. A site has been identified and will be acquired by the County.
4. Amount of Grant: \$500,000.00
5. Award Date: 6/1/2017 Start Date: _____
6. Special Terms and Conditions Applicable to Grant:
 - a) The term of the grant is 18 months, commencing on the Award Date unless the Grantee proposes a later Start Date that is accepted by Golden LEAF. Golden LEAF may extend the term of the Grant. The provisions of this agreement that by their nature extend beyond the term of the grant will survive the end of the term of the grant.
 - b) Funds to be used for site preparation and planning; release of funds is conditioned on the Grantee securing the property on which the new facility will be constructed.
 - c) Release of funds is conditioned on Grantee securing sufficient funds to complete the project.
 - d) Golden LEAF funds may not be used for acquisition of interests in real property.
7. Standard conditions on the release of grant funds:
 - a) Release of grant funds is contingent on Grantee attending a Golden LEAF grants management workshop or participating in satisfactory discussions with Golden LEAF staff to gain training in the management of Golden LEAF grants and reporting requirements.
 - b) For non-governmental grantees, release of funds is contingent on Grantee providing the Foundation with a copy of the Grantee's policy regarding conflicts of interest with evidence that the policy has been adopted by the Grantee's board of directors.
 - c) Release of funds is contingent on Grantee returning a fully executed original of this Grantee Acknowledgment and Agreement no later than three months after the Award Date, unless the Foundation agrees to extend the deadline for its submission.
 - d) Release of funds is contingent on Grantee submitting a project management plan ("PMP") that Golden LEAF has approved. The PMP must be submitted within three months of the Award Date, unless the Foundation agrees to extend the deadline. Unless otherwise approved, the PMP must be submitted on the Golden LEAF PMP form. The Grantee agrees to work with Golden LEAF staff to identify key activities and milestones that are critical to successful implementation of the grant, outcomes that will be used to assess the success and effectiveness of the project, baseline data from which progress can be measured, individuals responsible for implementing identified tasks, deadlines for each activity and milestone, and an overall project time line. Grantee must submit documentation to verify the baseline data with the PMP. The Grantee may be required to report results and accomplishments to Golden LEAF for a period beyond the grant term that is reasonably necessary to evaluate the outcomes of the grant.
 - e) Release of funds is contingent on the Grantee submitting a project budget that Golden LEAF has approved. The project budget must be submitted within three months of the Award Date unless the

Foundation agrees to extend the deadline. Unless otherwise approved, the project budget must be submitted on the Golden LEAF Budget and Expense Tracking Form.

- f) If the Grantee fails to comply with its obligations under this Agreement, no further grant funds will be released unless such noncompliance is resolved to the satisfaction of Golden LEAF.
8. Confirmation of Eligibility/Permissible use of Funds: The Grantee confirms: (1) that the Internal Revenue Service has determined that the Grantee is an organization described in Section 501(c) (3) of the Internal Revenue Code of 1986, as amended, and that such determination has not been revoked, or (2) that the Grantee is a federal, state or local governmental unit. Grantee agrees to notify the Foundation promptly if the Grantee's tax-exempt status is revoked or modified in any way. The Grantee agrees that it will use the funds from this grant only for charitable, educational, or scientific purposes within the meaning of Section 501(c)(3) of the Code, and that it will not use the funds from this grant in any way that would result in or give rise to private inurement or impermissible private benefit. The Grantee agrees that no funds from this grant will be used to carry on propaganda or otherwise to attempt to influence legislation, to influence the outcome of any public election, or to carry on directly or indirectly any voter registration drive. The Grantee agrees that it will not use any of these grant funds to make any expenditure or grant that does not comply with the requirements of Section 4945(d)(3) or (4) of the Code or to undertake any activity for any purpose other than one specified in Section 170(c)(1) or Section 170(c)(2)(B) of the Code. If grant funds are used to pay for sales tax for which the Grantee receives a refund, Grantee will use the refund for expenses that are consistent with the purpose of the grant and permissible under this Agreement. Unless otherwise agreed by the Foundation in writing, no portion of the Grantee's rights or obligations under this Agreement may be transferred or assigned to any other entity.
9. Compliance with laws/liens: The Grantee is in material compliance with all federal, state, county, and local laws, regulations, and orders that are applicable to the Grantee, and the Grantee has timely filed with the proper governmental authorities all statements and reports required by the laws, regulations, and orders to which the Grantee is subject. There is no litigation, claim, action, suit, proceeding or governmental investigation pending against the Grantee, and there is no pending or (to the Grantee's knowledge) threatened litigation, claim, action, suit, proceeding or governmental investigation against the Grantee that could reasonably be expected to have a material adverse effect upon the Grantee's ability to carry out this grant in accordance with its terms. The Grantee has timely paid all judgments, claims, and federal, state, and local taxes payable by the Grantee the non-payment of which might result in a lien on any of the Grantee's assets or might otherwise adversely affect the Grantee's ability to carry out this grant in accordance with its terms.
10. Project and budget modification: The Grantee agrees to immediately notify the Foundation of anything that may materially affect the Grantee's ability to perform the project funded. **If the Grantee proposes to modify the budget, the objectives, or any other feature of the project funded, the Grantee shall not encumber or expend any funds from this grant for such purposes unless and until the Foundation has approved such proposed modifications in writing.** Moreover, no further payments shall be made to the Grantee in connection with the project funded unless and until the Foundation has approved such proposed modifications in writing.
11. Use of grant funds/rescission and termination of grants: The Grantee accepts and will retain full control of the disposition of funds awarded to the Grantee by the Foundation under this grant, and accepts and will retain full responsibility for compliance with the terms and conditions of the grant. Grant funds shall be utilized exclusively for the purposes set forth above. If the Grantee breaches any of the covenants or agreements contained in this Agreement, uses grant funds for purposes other than those set out above, or any of the representations and warranties made by the Grantee are untrue as to a material fact, the Grantee agrees to repay to the Foundation the full amount of this grant. Any condition, purpose, term or provision in the Foundation's resolution approving funding or in this Agreement shall take precedence over any conflicting provision in the Grantee's application.

The Grantee acknowledges receipt of the following policy regarding termination and rescission of grants, which is intended to supplement but not replace or limit the rights and remedies of the Foundation set forth elsewhere in this Agreement. The Grantee acknowledges that the Foundation may, from time to time, amend its policy regarding termination and rescission of grants, and the Grantee acknowledges that the Grantee will be subject to the policy as amended.

Policy Regarding Rescission and Termination of Grants. Rescission of a grant revokes the grant award. When funds have been disbursed to a Grantee by the Foundation and a grant is rescinded, the Grantee may be liable for repayment to the Foundation for an amount up to the total of grant funds received by the Grantee. Termination of a grant ends the grant on a going-forward basis, and the Grantee is responsible for repayment to the Foundation of only that portion of the grant funds that has been disbursed but not expended by the Grantee in accordance with the terms of the grant.

A grant may be rescinded or terminated at any time in the discretion of the Foundation for the Grantee's failure to comply with its obligations under this Agreement or if any of the Grantee's representations and warranties in this Agreement are or become untrue as to a material fact. Reasons for rescission or termination of a grant include but are not limited to the following:

- a. The Grantee has not signed and delivered to the Foundation the Grantee Acknowledgment and Agreement within three (3) months of the Award Date set out in Section 5, above.
- b. The Grantee has failed to complete the project within the grant term established by this Agreement or any extensions thereof.
- c. The Grantee's tax-exempt status has been modified or revoked.
- d. The Grantee is unable, or has failed or refused, to comply with a material term or condition of the grant.
- e. The Grantee has experienced a change in circumstances that is likely to have a material adverse effect upon the Grantee's ability to accomplish fully the purposes of the grant (e.g., loss of collateral funding, loss of key personnel, etc.).
- f. The Grantee has failed or refused to submit a report, statement, accounting or return required by this Agreement or applicable law.
- g. The Grantee has materially modified its budget for the project, and such material modification has not been approved by the Foundation.
- h. The Grantee commits a material violation of the Internal Revenue Code, or uses grant funds for some purpose not permitted by the Internal Revenue Code or for some purpose not contemplated by the grant.
- i. The Grantee breaches any of the covenants or agreements contained in this Grantee Acknowledgment and Agreement.
- j. The Grantee requests that the grant be rescinded or terminated.

It is anticipated that a grant will be rescinded in situations in which no grant funds have been disbursed. Where grant funds have been disbursed, it is anticipated that a grant will be rescinded in the case of more serious violations (including, without limitation, use of grant funds for some purpose not contemplated by the grant or in violation of the Internal Revenue Code, or upon other affirmative misconduct of the Grantee), and that termination of a grant will occur in the case of the less serious instances of non-compliance or where the circumstance giving rise to termination is not the result of misconduct of the Grantee.

If the Board of Directors of the Foundation determines that a grant should be rescinded or terminated, the Foundation will notify the Grantee of that decision. The Foundation may choose to notify the Grantee that the grant is subject to rescission or termination unless the Grantee remedies the noncompliance and establish deadlines or other limitations on the Grantee's opportunity to remedy the noncompliance. If the Foundation allows the Grantee the opportunity to correct the noncompliance, no further grant funds shall be advanced until the noncompliance is remedied.

12. Release of Funds: Unless otherwise agreed by the Foundation, up to twenty percent (20%) of funds may be released in advance after all conditions on the release of funds are satisfied. Funds may be released in additional advances of up to twenty percent (20%) of the grant amount upon receipt of evidence satisfactory to the Foundation that funds previously released have been properly expended and accounted for. Funds may instead be released on a reimbursement basis, in which case payments may be made in an amount equal to or up to eighty percent (80%) of the grant amount upon receipt of evidence satisfactory to the Foundation that funds have been properly expended and accounted for. Unless otherwise approved by the President of the Foundation, a sum equal to twenty percent (20%) of the total amount of the grant will be retained by the Foundation until the Grantee completes its obligations under this grant, including submission of a satisfactory final report on the project funded. This final twenty percent (20%) retained by the Foundation shall be paid to the Grantee on a reimbursement basis. If the grant is conditional or contingent, all conditions and contingencies must be met before any payment will be made. Each request for payment shall be in writing and shall certify that the Grantee has performed in accordance with the terms and provisions of its Grantee Acknowledgment and Agreement, and that such Grantee is entitled under the terms of such Agreement to receive the amount so requested. Each request should be made to Mr. Dan Gerlach, President, The Golden LEAF Foundation, 301 N. Winstead Avenue, Rocky Mount, NC 27804. Payment should not be requested until the Grantee has need for actual expenditures of the funds. The Grantee should request payment at least thirty (30) days prior to its desired payment date.
13. Reporting: The Grantee agrees to submit a Progress Report to the Foundation biannually, to be received by the Foundation six months from the date of award and every six months thereafter. The Grantee agrees to submit a final Progress Report for receipt by the Foundation within sixty (60) days after the completion of all obligations for the project funded or the end date, whichever comes first. Report forms may be found on the Foundation's website, www.goldenleaf.org. The Grantee will furnish additional or further reports if so requested by the Foundation on forms prescribed by the Foundation.
14. Records: The Grantee agrees to maintain full, accurate and verifiable financial records, supporting documents, and all other pertinent data for the project funded in such a manner so as to identify and document clearly the activities and outcomes of the project funded and the expenditure of Foundation funds. Financial records regarding the Foundation's grant shall be kept separate from accounts for other awards, monetary contributions, or other revenue sources for the project funded. The Grantee agrees to retain all financial and programmatic records, supporting documents, and all other pertinent records related to the project funded for a period of five (5) years from the end of the grant funding period. In the event such records are audited, all project records shall be retained beyond such five-year period until all audit findings have been resolved. The Grantee shall provide to the Foundation copies of all financial and other records requested by the Foundation and shall make available to the Foundation, or the Foundation's designated representative, all of the Grantee's records that relate to the project funded, and shall allow the Foundation or the Foundation's representative to audit, examine and copy any data, documents, proceedings, records and notes of activity relating to the project. Access to these records shall be allowed upon request at any time during normal business hours and as often as the Foundation or its representative may deem necessary. The Grantee may be subject to audit by the State Auditor.
15. This Section 15 is applicable if the following blank is marked: _____ Staff Initials & date: _____

Intellectual property/New Developments: In consideration of its receipt of funds granted by the Foundation, the Grantee agrees that during the course of the project funded by the grant, the Grantee, and any recipient of grant funds, will promptly disclose to the Foundation any improvements, inventions, developments, discoveries, innovations, systems, techniques, ideas, processes, programs, and other things, whether patentable or unpatentable, that result from any work performed by or for the Grantee in connection with the project funded, or by individuals whose work is funded by the grant (the "New Developments"). If the Grantee provides to the Foundation a copy of any Invention Disclosure Reports it receives from Grantee employees that report making

inventions under this Agreement, then the Grantee will be deemed to have satisfied the disclosure requirement in the preceding sentence.

The Grantee agrees that it, and any recipient of grant funds, shall take all reasonably appropriate actions to assure that the New Developments shall be and remain the sole and exclusive property of the Grantee. In the event that the interests of the public would be served by commercialization of the New Developments, the Grantee agrees to use its best reasonable efforts to pursue the commercialization of any such New Developments in a manner that will serve the interests of the public, including but not limited to the transfer, assignment or licensing of such New Developments; provided, however, that the Grantee, and any recipient of grant funds, shall not transfer, assign or license such New Developments in part or in whole without first having obtained the written consent of the Foundation.

Any revenue generated as a result of transferring, assigning, or licensing New Developments will be managed by the Grantee in accordance with its published patent, copyright and technology transfer procedures, if any, and in the absence of such procedures such revenue will be managed by the Grantee in accordance with procedures approved by the Foundation. Such procedures typically will prioritize the distribution of revenues to insure that the Grantee first honors its obligation to its inventors and then to cover its own out-of-pocket expenses as necessary to protect its intellectual property.

The Grantee and Foundation further agree that should there be any revenue generated greater than that necessary to meet the obligations of the preceding paragraph (“Net Revenue”), the Net Revenue shall be managed by the Grantee as follows:

- a) 15% of the Net Revenue will be retained by the Grantee as a fee for the management and distribution of funds as required under this Agreement.
- b) 30% of the remaining Net Revenue will be paid to the Foundation.
- c) 70% of the remaining Net Revenue will be retained by the Grantee and used in accordance with the procedures referenced in the preceding paragraph above.

The Grantee's obligations pursuant to this Section will continue beyond the expiration of the funding period.

16. Independent entity: The Grantee acknowledges and agrees that the Grantee is an entity independent from the Foundation, is not an agent of the Foundation, and is not authorized to bind the Foundation to any agreement of payment for goods or services. The Grantee is responsible for payment of all its expenses, including rent, office expenses and all forms of compensation to employees. It shall provide workers compensation insurance to the extent required for its operations and shall accept full responsibility for payments of unemployment compensation, social security, income taxes and any other charges, taxes or payroll deductions required by law in connection with its operations, for itself and its employees. All expenses incurred by the Grantee are the sole responsibility of the Grantee, and the Foundation shall not be liable for the payment of any obligations incurred in the performance of the project funded.
17. Non-discrimination: The Grantee shall not discriminate by reason of age, race, ethnicity, religion, color, sex, national origin, or handicap related to the activities of a project funded by the Foundation.
18. Publicity: All publicity and printed materials regarding projects or activities supported in whole or in part by this grant should contain the following language: **“This project received support from The Golden LEAF Foundation.”** The Golden LEAF logo is to be displayed in all of the Grantee’s publicity and printed materials relating to this grant. Please contact Jenny Tinklepaugh (jtinklepaugh@goldenleaf.org) for digital versions of the logo.
19. Authority to execute/Necessary Approvals Obtained: The individual signing below certifies his or her authority to execute this Agreement on behalf of the Grantee and that the Grantee has received any third party approval

that may be required prior to entering this Agreement. By executing this Agreement, the Grantee, to induce the Foundation to make this grant, makes each of the representations set forth hereinabove and certifies that each of such representations is true, accurate and complete as of the date hereof.

IN WITNESS WHEREOF, the Grantee has executed this Agreement as of the date below:

Name of Grantee Organization (print): _____

Signature: _____

Name of Person Signing (print): _____

Title of Person Signing (print): _____

Date: _____



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: June 19, 2017

AGENDA ITEM: C-6

DEPARTMENT: Governing Body

SUBJECT: Budget Amendments

COUNTY MANAGER RECOMMENDATION OR COMMENTS: Recommend approval.

SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S): Recommend approval.

ATTACHMENTS: Yes

LEGAL REVIEW PENDING:

ITEM HISTORY: ---

BUDGET AMENDMENT

# 17-12				
		INCREASE		
10-5860-5399-05	\$	1,750	COA	10-0025-4586-07
				\$ 1,750
TO SETUP BUDGET FOR SHIIP GRANT - MONEY REC'D 9-27-16				
		INCREASE		
12-5380-5399-95	\$	7,432		12-5380-5399-94
12-0025-4586-03	\$	7,432		12-0025-4531-10
				\$ 7,432
				\$ 7,432
REALLOCATE FUNDS FROM WF EMPLOYMENT TO EDTAP				
		INCREASE		
10-0050-4851-10	\$	5,700		10-6309-5499-00
				\$ 5,700
TO SETUP BUDGET FOR DRIVEWAY REPAIR - FEMA REIMBURSEMENT				
		INCREASE		
10-0050-4851-10	\$	12,401		10-6309-5351-00
				\$ 12,401
TO SETUP BUDGET FOR AULANDER EMS STATION REPAIRS - FEMA REIMBURSEMENT THIS WAS FILED THROUGH TOWN OF AULANDER TO REIMBURSE THE COUNTY.				
		INCREASE		
10-0050-4851-10	\$	49,140		10-6309-5126-02
				\$ 21,458
				\$ 1,642
				\$ 2,096
				\$ 23,944
TO SETUP BUDGET FOR EMERGENCY PROTECTIVE MEASURES - FEMA REIMBURSEMENT				
		INCREASE		
10-0050-4851-10	\$	33,760		10-6309-5399-04
				\$ 33,760
TO SETUP BUDGET FOR DEBRIS REMOVAL - FEMA REIMBURSEMENT				
		INCREASE		
10-0050-4852-11	\$	15,000	EMS	10-6308-5499-00
10-0050-4852-11	\$	20,000	COOP	10-6308-5499-90
				\$ 2,968
				\$ 8,800
				\$ 23,232
TO SETUP BUDGET FOR FLOOD INSURANCE - CONTENTS REPLACEMENT				
APPROVED ___ / ___ /2017				

BUDGET AMENDMENT

BUDGET AMENDMENT				
		<u># 17-12</u>		
	INCREASE			INCREASE
10-5860-5399-05	\$	1,750	COA	10-0025-4586-07 \$ 1,750
TO SETUP BUDGET FOR SHIIP GRANT - MONEY REC'D 9-27-16				

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Grant Name: CDAP - State Health Insurance Assistance Program
Federal Awarding Agency: US Department of Health & Human Services,
Administration for Community Living

CFDA #	93.324	Fiscal Year:	07/01/16-06/30/17
Grant Award #	90sa0090-01-00	Performance Period:	07/01/16-06/30/17
Cost Center:	16001636g6	Award Amount \$	1750.00
Account #	536405	Federal Award Date:	03/24/16

Contract Between

Recipient:

State of North Carolina
Department of Insurance
SHIIP Division

Subrecipient:

Name: Bertie County Council on Aging
County: Bertie
Tax ID/FIN# 56-6000276
DUNS # 3284874

RM

This Contract and its attachments shall be completed and returned to the Recipient within 45 days of receiving the electronic document in order for the Recipient to process the award and provide funds to the Subrecipient. The Subrecipient shall provide the Recipient with progress reports and a final report detailing the Subrecipient's use of State funds.

1. **Contract Documents:** This Contract shall consist of the following documents, incorporated herein by reference:
 - (1) This Contract;
 - (2) General Terms and Conditions for Public Sector Contracts (Attachment A)
 - (3) Statement of Work (Attachment B)
 - (4) Line Item Budget and Budget Narrative (Attachment C)
 - (5) Certifications Regarding, Drug-Free Work-Place; Lobbying; and Debarment, Suspension and Other Responsibility Matters (Attachment D)
 - (6) Certification of Eligibility Under the Iran Divestment Act (Attachment E)

These documents constitute the entire agreement between the Parties and supersede all prior statements or agreements.

2. **Precedence Among Contract Documents:** In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.
3. **Subrecipient's Duties:** The Subrecipient shall provide the services as described in Attachment B with the terms of this Contract and in accordance with the approved budget in Attachment C. The Subrecipient shall maintain and make available all records, papers, vouchers, books, correspondence or other documentation or evidence at reasonable times for review, inspection or audit by duly authorized officials of the Recipient, the North Carolina State Auditor, or applicable federal agencies. Upon termination of contract as a SHIIP Coordinating Site, any equipment or property less than five (5) years old purchased by Subrecipient with grant funds to perform SHIIP functions shall be returned to the Recipient in good working order. The

Subrecipient shall submit to the Recipient all plans, reports, documents or other products that the Recipient may require, in the form specified by the Recipient, including at the least following:

- A) A final budget report of expenses incurred during the contract period date;
- B) A mid-year report of the contracted activities of the Subrecipient due by January 31;
- C) A final comprehensive report within sixty (60) days of the project end date; due on or before August 31.

4. **Recipient's Duties:** The Recipient shall reimburse the Subrecipient for the costs of services and activities described in Attachment B and in accordance with the approved budget in Attachment C. The Recipient shall monitor the Subrecipient for compliance with the terms of this Contract; and shall specify all reports and other deliverables required from the Subrecipient. The Recipient shall pay the Subrecipient in the manner and in the amounts specified in the Contract Documents.

a. There are no matching requirements from the Subrecipient.

b. The Subrecipient's matching requirement is \$n/a, which shall consist of:

- In-kind Cash
- Cash and In-kind Cash and/or In-kind

The contributions from the Subrecipient shall be source from non-federal funds.

5. **Conflict of Interest Policy:** The Recipient has determined that this Contract is not subject to NCGS 14-C-6-22 & 23.

6. **Reversion of Unexpended Funds:** Any unexpended grant funds shall revert to the Recipient upon termination of this Contract.

7. **Grants:** The Subrecipient has the responsibility to ensure that all sub-grantees, if any, provide all information necessary to permit the Subrecipient to comply with the terms and conditions set forth in this Contract. The grant award for the contract is not to be used for Research & Development (R&D).

8. **Payment Provisions:** As provided in NCGS 143C-21 this Contract is an annual appropriation of \$100,000 or less to or for the use of a non-profit corporation and payment shall be made in a single annual payment.

9. **Contract Administrators:** All notices permitted or required to be given by one Party to the other and all questions about the contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, address, telephone number and fax number of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, address, telephone number and fax number of its Contract Administrator by giving timely written notice to the other Party.

For the Recipient:

R. Van Braxton, Deputy Commissioner
SHIIP Division
11 South Boylan Avenue
Raleigh, NC 27603

Telephone: 919-807-6900

For the Subrecipient:

Irma Jean Robbins
Bertie County Council on Aging
103 West School Street
Windsor, NC 27983

Telephone: 252-794-5315

10. **Supplementation of Expenditures of Public Funds:** The Subrecipient assures that funds received under this Contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds the Subrecipient otherwise expends for SHIIP services and related programs. Funds received under this Contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Subrecipient's total expenditure of other public funds for such services.

11. **Disbursements:** As a condition of this Contract, the Subrecipient acknowledges and agrees to make disbursements in accordance with the following requirements:
 - a. Implement adequate internal controls over disbursements;
 - b. Pre-audit all vouchers presented for payment to determine:
 - Validity and accuracy of payment;
 - Payment due date;
 - Adequacy of documentation supporting payment; and
 - Legality of disbursement;
 - c. Assure adequate control of signature stamps/plates;
 - d. Assure adequate control of negotiable instruments; and
 - e. Implement procedures to ensure that the account balance is solvent and reconcile the account monthly.

12. **Outsourcing:** The Subrecipient certifies that it has identified to the Recipient all jobs related to the Contract that have been outsourced to other countries, if any. Subrecipient further agrees that it will not outsource any such jobs during the term of this Contract without providing notice to the Recipient.

13. **Executive Order # 24:** NCGS 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

14. **Audit:** The Recipient reserves the right to conduct an audit through the NCSMP Program Director. The Subrecipient must permit access to records and financial statements by the audit staff of Recipient as necessary.

15. **Federal Certifications:** The Subrecipient agrees to execute the following federal certifications that are attached to this agreement (applicable when receiving federal funds).
 - A. Certification Regarding Lobbying.
 - B. Certification Regarding Department.
 - C. Certification Regarding Drug-Free Workplace Requirements.

16. **Signature Warranty:** The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

Subrecipient:

BY: DocuSigned by:
Venita C. Thompson
45E038205E80ME7

Venita C. Thompson
Aging Services Director

DATE: 08/30/2016

Division of SHIP,

BY: DocuSigned by:
Van Braxton
720E5880E8E456

Van Braxton

DATE: 08/24/2016

BY: _____

DATE: _____

Contract is not executed until last signature is obtained.

Reviewed by:

DS
RN

Controller's Office Review:

BUDGET AMENDMENT

		# 17-12				
		INCREASE				
			DECREASE			
12-5380-5399-95	\$	7,432		12-5380-5399-94	\$	7,432
12-0025-4586-03	\$	7,432		12-0025-4531-10	\$	7,432
REALLOCATE FUNDS FROM WF EMPLOYMENT TO EDTAP						

William Roberson

From: Melissa Surgeon
Sent: Thursday, June 15, 2017 8:39 AM
To: William Roberson
Subject: FW: Request to Move Funds
Attachments: Scan Bertie 061417.pdf

Hi William, see info below regarding ROAP funds.

Melissa Surgeon
Administrative Officer
melissa.surgeon@bertie.nc.gov
Bertie County DSS
110 Jasper Bazemore Avenue
PO Box 627
Windsor, NC 27983
Telephone: (252) 794-5320, Ext. 6274
Fax: (252) 794-5344

"Pursuant to North Carolina General Statutes Chapter 132, Public Records, this electronic message and any attachments hereto, as well as any electronic mail message(s) that may be sent in response to it may be considered public record and as such are subject to request and review by third parties."

From: Odum, Crystal L
Sent: Wednesday, June 14, 2017 5:24 PM
To: Melissa Surgeon <melissa.surgeon@bertie.nc.gov>; Sandra Callis <sandra.callis@bertie.nc.gov>
Cc: Freeman, Myra S <msfreeman1@ncdot.gov>; Vereen, Phillip L <plvereen@ncdot.gov>; Freitag, Carolyn M <cmfreitag@ncdot.gov>
Subject: FW: Request to Move Funds

Hello Melissa and Sandra,

Thank you for the request to transfer ROAP funds. (I am not certain who Jack Flaherty is/was.)

Sandra, referencing our conversation, I misunderstood the contents of the letter. The request is from Bertie County to transfer FY 17 funds, not for subsequent years. Employment funds can be transferred as a whole or in part to the RGP program. Please see the guidelines below. The funds transferred to RGP must be sub-allocated to the Community Transportation System (CPTA) and would take on those rules - local match required.

Eligible Use of Funds

- EMPL funds **CAN** be transferred, as a whole or in part, to the EDTAP or RGP programs.
 - EMPL funds transferred to EDTAP or RGP assume the requirements of the program to which they are transferred.
 - EMPL funds transferred to RGP must be sub-allocated to the Community Transportation System.



The request is approved. Please let me know if you have any questions.

Crystal

Crystal L. Odum
Mobility Development Specialist
Public Transportation Division
North Carolina Department of Transportation

919 707 4682 office
clodum@ncdot.gov

1 South Wilmington Street
1550 Mail Service Center
Raleigh, North Carolina 27699-1550





BERTIE COUNTY
Department of Social Services

PO Box 627
110 Jasper Bazemore Ave.
WINDSOR, NORTH CAROLINA 27983

TELEPHONE:
252-794-5320
Cindy Perry
Director

May 31, 2017

Jack Flaherty
NC DOT- Public Transportation Division
1550 Mail Service Center
Raleigh, NC 27699-1550

Dear Mr. Flaherty,

Bertie County is requesting your approval to transfer Employment Transportation Assistance (EMP) funds for FY 2016-2017 to Rural General Public (RGP) Transportation Program to utilize all of the funds allocated to Bertie County.

The Bertie County Department of Social Services receives the EMP funds and is unable to use the \$7,432.00.

All of the employment transportation needs have been met and these remaining funds would best be used in the RGP Transportation Program because their funds run out early in the year and they continue to serve all of the population of Bertie County. Please approve this request to transfer funds to better serve the community.

Sincerely,

A handwritten signature in cursive script that reads "William Roberson".

William Roberson
County Finance Director

CC: Venita Thompson
Aging Services Director

From: Melissa Surgeon
Sent: Wednesday, June 14, 2017 3:38 PM
To: Odum, Crystal L <clodum@ncdot.gov>
Subject: Request to Move Funds

Good Afternoon,

Attached you will find a request from Bertie DSS to transfer EMP funds to the RGP transportation program. The letter was originally emailed to two other contacts to the attention of Jack Flaherty on May 31st with no response. We have since been informed that Jack Flaherty has retired.

Please let us know if this letter needs to be forwarded to another contact.

Thanks,

Melissa Surgeon
Administrative Officer
melissa.surgeon@bertie.nc.gov
Bertie County DSS
110 Jasper Bazemore Avenue
PO Box 627
Windsor, NC 27983
Telephone: (252) 794-5320, Ext. 6274
Fax: (252) 794-5344

"Pursuant to North Carolina General Statutes Chapter 132, Public Records, this electronic message and any attachments hereto, as well as any electronic mail message(s) that may be sent in response to it may be considered public record and as such are subject to request and review by third parties."

Original correspondence to and from this sender is subject to the N.C. Public Records Law and may be disclosed to third parties.

BUDGET AMENDMENT

BUDGET AMENDMENT				
		# 17-12		
		INCREASE		INCREASE
10-0050-4851-10	\$	5,700	10-6309-5499-00	\$ 5,700
TO SETUP BUDGET FOR DRIVEWAY REPAIR - FEMA REIMBURSEMENT				

The Applicant is not asking for direct administrative costs for this project.

Project Notes:

The Applicant is not requesting direct administrative costs that are directly chargeable to this specific project. Associated eligible work is related to administration of this PA project only and in accordance with 44 CFR §13.22. These costs are treated consistently and uniformly as direct costs in all Federal awards and other Applicant activities and are not included in any approved indirect cost rates.

As described in 44 CFR 13.43, applicant must maintain all work related records for a period of three (3) years from applicant closure (final payment), all records relative to this project worksheet are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster specific costs.

HAZARD MITIGATION PROPOSAL: Work is 100% complete and no add-on cost effective and feasible mitigation measures under the Public Assistance Program and Policy Guide (PAPPG), FP 104-009-2 January 2016 have been identified for this project.

PROCUREMENT: The Applicant was advised by FEMA PAC and/or Project Specialist that in the seeking of proposals and letting of contracts for eligible work, the Applicant must comply with its Local, State and/or Federal procurement laws, regulations, and procedures as required by 2 CFR 317-326.

RECORD RETENTION: As described in 2 CFR 200.33 Applicant must maintain all work-related records for a period of three (3) years from Applicant closure (final payment), all records relative this project worksheet are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster specific costs.

PERMITS: Federal Funding is contingent upon acquiring all necessary Federal, State and Local permits. Noncompliance with this requirement may jeopardize the receipt of federal funds. The Applicant is responsible for obtaining all required permits prior to the commencement of work.

ENVIRONMENTAL AND HISTORIC PRESERVATION: Applicant must comply with all applicable environmental and historic preservation laws. Federal funding is contingent upon acquiring all necessary Federal, State and Local permits. Noncompliance with this requirement may jeopardize the receipt of federal funds.

CHANGES TO SCOPE OF WORK DESCRIBED IN THIS PW/SA (SUBGRANT APPLICATION): The Applicant shall comply with all applicable codes and standards in the completion of eligible work to repair or replace damaged public facilities. Any change to the approved scope of work on a Project Worksheet (PW/SA) must be reported and approved before work begins. Failure to report changes may jeopardize Federal and State funding. In the case of a change in scope of work, the applicant should immediately notify, North Carolina Division of Emergency Management prior to starting work.

INSURANCE REVIEW: The Applicant is aware that all projects are subject to an insurance review as stated in 44 C.F.R. Sections 206.252 and 206.253. If applicable, an insurance determination will be made either as anticipated proceeds or actual proceeds in accordance with the Applicant's insurance policy which may affect the total amount of the project. Approval of this project may result in obtain/maintain insurance requirement. The Applicant must comply with insurance reviewer terms and conditions upon receipt of sub-grant from the State.

Current Version:

Does the Scope of Work change the pre-disaster conditions at the site? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Special Considerations included? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Hazard Mitigation proposal included? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Is there insurance coverage on this facility? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

PROJECT COST

ITEM	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
		*** Version 0 ***			
		Work Completed			
1	0000	Work Completed	0/LS	\$ 0.00	\$ 0.00
2	9001	Contract	1/LS	\$ 5,700.00	\$ 5,700.00
3	9903	No Direct Administrative Costs	1/LS	\$ 0.00	\$ 0.00
				TOTAL COST	\$ 5,700.00
PREPARED BY KAREN BARBER			TITLE PA Project Specialist	SIGNATURE	
APPLICANT REP. William Roberson			TITLE Finance Director	SIGNATURE	



STATE OF NORTH CAROLINA
 DEPARTMENT OF PUBLIC SAFETY
 F.I.N. 30 - 0712287
 4220 MSC
 RALEIGH, NORTH CAROLINA 27699-4220

88-1059
 531 NO. 591321
 Payable at Par Through Federal Reserve System
 State Treasurer, Raleigh, NC
 Void After One Year

PAY ENTITY
 19PA

Date
 05/15/17

AMOUNT
 \$ 5,700.00

PAY Five thousand seven hundred and 00/100 dollars

TO THE ORDER OF

COUNTY OF BERTIE
 P O BOX 530
 WINDSOR NC 27983

James J. Church
 AUTHORIZED SIGNATURE

⑈000591321⑈ ⑆053110594⑆ 7⑈000⑈073⑈

19PA

STATE OF NORTH CAROLINA
 DEPARTMENT OF PUBLIC SAFETY
 4220 MSC RALEIGH, NORTH CAROLINA 27699-4220

NO. 591321

DATE	INVOICE/CREDIT MEMO	TYPE	DESCRIPTION	INVOICE AMOUNT	DEDUCTIONS OR DISCOUNT	NET AMOUNT
05/02/17	015-99015-003915 RC: CFAISON MATTHEW 75/25 S	FORM	051217-0492	\$5,700.00		\$5,700.00
TOTALS				\$5,700.00	\$0.00	\$5,700.00

BUDGET AMENDMENT

<u># 17-12</u>					
	INCREASE			INCREASE	
10-0050-4851-10	\$	12,401		10-6309-5351-00	\$ 12,401
TO SETUP BUDGET FOR AULANDER EMS STATION REPAIRS - FEMA REIMBURSEMENT THIS WAS FILED THROUGH TOWN OF AULANDER TO REIMBURSE THE COUNTY.					

Bertie County

INVOICE

106 Dundee Street
Windsor, NC 27983

(252)794-5360

SOLD TO:

Town of Aulander
124 W. Main St.
Aulander, NC 27805

INVOICE NUMBER 5360001
INVOICE DATE March 15, 2017
TERMS Net 30

SHIPPED TO:

Same

Sales Tax Rate:

0.00%

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	Water Damage Restoration/Remediation	5,119.84	5,119.84
1	3.5" R-13 Unfaced Fiberglass Insulation	270.00	270.00
1	Building Materials	2,564.45	2,564.45
1	Carpet Installed in Main room, hall and bunk rooms 26 oz Neylend Ashen Tan 12 X 70	1,446.77	1,446.77
1	Replace and install chair rail, backing board, baseboard, casing, three doors, bath cabinet and 4' wall	3,000.00	3,000.00
		SUBTOTAL	12,401.06
		TAX	0.00
		FREIGHT	
			\$12,401.06
			PAY THIS AMOUNT

DIRECT ALL INQUIRIES TO:

William Roberson
(252) 794-5360
william.roberson@bertie.nc.gov

MAKE ALL CHECKS PAYABLE TO:

Bertie County
Attn: Accounts Receivable
106 Dundee Street
Windsor, NC 27983

THANK YOU FOR YOUR BUSINESS!

Crg 106309 Object 535100 Project 10 -6309-595100 Acct 10 -6309-595100

Acct name MAINTENANCE & REPAIRS BLDGS

Posted	YR/Per	Eff Dt	Src	Ref1	Ref4	Amount	Comment	Voucher
Y	2017/11	05/23/17	API	015116	W052517	1,338.00	FLOOR COVERING	
Y	2017/08	02/07/17	API	014019	W021017	3,000.00	EMS FLOOD DAMAGE - AULANDER BU	
Y	2017/08	02/07/17	API	015116	W021017	1,446.77	FLOOR REPLACEMENT - EMS AULAND	
Y	2017/08	02/07/17	API	006261	W021017	2,564.45	BUILDING MATERIAL - EMS AULAND	
Y	2017/07	01/06/17	API	014527	W01102017	1,050.30	ROAD MAINTANCE AT NEW STATION	
Y	2017/07	01/06/17	API	014527	W01102017	617.47	MAINTANCE FOR THE ROAD AT NEW	
Y	2017/07	01/06/17	APM	014527	CORRECTION	-1,050.30	ROAD MAINTANCE AT NEW STATION	
Y	2017/07	01/06/17	APM	014527	CORRECTION	-617.47	MAINTANCE FOR THE ROAD AT NEW	
Y	2017/06	12/19/16	API	013075	W122516	270.00	STATION REPAIR AFTER MATTHEW F	
Y	2017/05	11/23/16	API	011012	W11232016	450.00	WATER DAMAGE RESTORE-OLD SHERI	
Y	2017/05	11/23/16	API	011012	W11232016	11,670.69	WATER DAMAGE RESTORE-OLD COOP	
Y	2017/05	11/23/16	API	011012	W11232016	6,743.90	WATER DAMAGE RESTORE-EMS BLDG	
Y	2017/05	11/23/16	API	011012	W11232016	5,119.84	WATER DAMAGE RESTORE-AULANDER	

12,491.06

Total Amount

32,603.65

THE TOWN OF AULANDER
124 WEST MAIN ST
PO BOX 100
AULANDER, NC 27805-0100
(252) 345-3541

"PROVISION FOR THE PAYMENT OF THIS
CHECK HAS BEEN MADE BY AN APPROPRIATION
DULY MADE PURSUANT TO THE LOCAL
GOVERNMENT BUDGET AND FISCAL CONTROL ACT."

SOUTHERN BANK AND TRUST COMPANY
AULANDER, NC 27805
66-258/531

013315

5/31/2017

BERTIE COUNTY

**12,401.06

Twelve Thousand Four Hundred One and 06/100*****

PAY
TO
THE
ORDER
OF

BERTIE COUNTY
Attn: Accounts Receivable
106 Dundee Street
Windsor, NC 27983

[Signature]
MAYOR
[Signature]
CLERK



Invoice 5360001

⑈013315⑈ ⑆053102586⑆6301005700⑈

BERTIE COUNTY
Public Buildings:5000-15 Building/Groun EMS Building Repairs (Hurricane Matthew)

5/31/2017

013315

12,401.06

Checking - General F Invoice 5360001

12,401.06

BUDGET AMENDMENT

# 17-12				
	INCREASE			INCREASE
10-0050-4851-10	\$ 49,140		10-6309-5126-02	\$ 21,458
			10-6309-5181-00	\$ 1,642
			10-6309-5182-00	\$ 2,096
			10-6309-5351-00	\$ 23,944
TO SETUP BUDGET FOR EMERGENCY PROTECTIVE MEASURES - FEMA REIMBURSEMENT				

BertCoBT	Applicant	EXAMPLE Description of work	Req	LABOR	BENEFIT	OT	LABOR	FICA	RET	UI	BENEFIT	TOTAL
DATE	Location		Hrs	REG RATE	RATE	Hrs	OT RATE				RATE	
10/8/2016		Water Dept	40	12.6015	0.3637	1.25	18.90	7.65%	9.75%	1.00%	0.18400	27.98
10/15/2016		Aaron Browning	39.25	12.6015	0.3637	687.39	23.63	1.81	2.30	0.24	0.18400	27.98
10/8/2016		Water Dept	40	12.6015	0.3637	674.50	0.00	0.00	0.00	0.00	0.18400	0.00
10/15/2016		Water Dept	37.5	12.6015	0.3637	687.39	18.90	1.45	1.84	0.19	0.18400	22.38
10/8/2016		Water Dept	40	13.2313	0.3637	721.74	18.90	0.00	0.00	0.00	0.18400	0.00
10/15/2016		Water Dept	40	13.2313	0.3637	676.63	19.85	3.04	3.87	0.40	0.18400	47.00
10/8/2016		Water Dept	40	35.8974	0.3637	1,958.13	53.85	115.34	147.00	15.08	0.18400	1,785.11
10/15/2016		Water Dept	40	35.8974	0.3637	1,958.13	53.85	151.38	192.94	19.79	0.18400	2,342.95
								273.01	347.95	35.69		4,225.41
10/8/2016		Maintenance	37.5	13.5959	0.3637	695.28	0.00	0.00	0.00	0.00	0.18400	0.00
10/15/2016		Maintenance	40	13.5959	0.3637	741.63	20.39	2.34	2.98	0.31	0.18400	36.22
10/8/2016		Maintenance	40	32.3257	0.3637	1,763.30	48.49	68.62	87.46	8.97	0.18400	1,062.09
10/15/2016		Maintenance	40	32.3257	0.3637	1,763.30	48.49	18.55	23.64	2.42	0.18400	287.05
10/8/2016		Maintenance	40	17.6497	0.3637	902.58	26.47	3.04	3.87	0.40	0.18400	47.02
10/15/2016		Maintenance	37.5	17.6497	0.3637	902.58	26.47	0.00	0.00	0.00	0.18400	0.00
10/8/2016		Maintenance	40	11.5841	0.3637	631.89	17.38	1.99	2.54	0.26	0.18400	30.86
10/15/2016		Maintenance	37.5	11.5841	0.3637	592.40	17.38	0.00	0.00	0.00	0.18400	0.00
								94.54	120.50	12.36		1,463.24
10/8/2016		Sheriff's Office	30	20.50	0.3962	858.66	0.00	7.65%	13.00%	1.00%	0.21650	0.00
10/10/2016		Sheriff's Office	37.5	20.50	0.3962	1,073.33	30.75	0.00	0.00	0.00	0.21650	0.00
10/11/2016		Sheriff's Office	40	16.4973	0.3962	921.34	30.75	0.00	0.00	0.00	0.21650	0.00
10/8/2016		Sheriff's Office	40	20.50	0.3962	1,144.88	30.75	0.00	0.00	0.00	0.21650	0.00
10/11/2016		Sheriff's Office	40	18.0677	0.3962	1,009.04	27.10	0.00	0.00	0.00	0.21650	0.00
10/6/2016		Sheriff's Office	40	14.652	0.3962	818.28	21.98	0.00	0.00	0.00	0.21650	0.00
10/11/2016		Sheriff's Office	40	18.9414	0.3962	1,057.84	28.41	0.00	0.00	0.00	0.21650	0.00
10/9/2016		Sheriff's Office	40	14.652	0.3962	818.28	21.98	0.00	0.00	0.00	0.21650	0.00
10/8/2016		Sheriff's Office	40	18.0677	0.3962	1,009.04	27.10	7.26	12.33	0.95	0.21650	115.39
10/9/2016		Sheriff's Office	40	20.50	0.3962	1,144.88	30.75	0.00	0.00	0.00	0.21650	0.00
10/10/2016		Sheriff's Office	40	17.5151	0.3962	978.18	26.27	0.00	0.00	0.00	0.21650	0.00
								7.26	12.33	0.95		115.39
10/8/2016		EMS	40	11.7	0.3637	638.21	17.55	31.55	40.21	4.12	0.18400	488.31
10/15/2016		EMS	40	11.7	0.3637	638.21	17.55	43.63	55.61	5.70	0.18400	675.32
10/8/2016		EMS	40	11.35	0.3637	619.12	17.03	4.23	5.39	0.55	0.18400	65.51
10/15/2016		EMS	40	11.35	0.3637	619.12	17.03	11.40	14.52	1.49	0.18400	176.38
10/8/2016		EMS	40	11.35	0.3637	619.12	17.03	2.60	3.32	0.34	0.18400	40.32
10/15/2016		EMS	40	11.35	0.3637	619.12	17.03	10.42	13.28	1.36	0.18400	161.26
10/8/2016		EMS	40	11.35	0.3637	619.12	17.03	34.19	43.57	4.47	0.18400	529.14
10/15/2016		EMS	40	11.35	0.3637	619.12	17.03	70.00	89.22	8.15	0.18400	1,083.47
10/8/2016		EMS	40	16.55	0.3637	902.77	24.83	15.19	19.36	1.99	0.18400	235.14
10/15/2016		EMS	24	16.55	0.3637	541.66	24.83	0.00	0.00	0.00	0.18400	0.00

PROJECT COST

ITEM	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
		*** Version 0 ***			
		Work Completed			
1	9007	Labor	1/LS	\$ 19,350.42	\$ 19,350.42
2	9008	Equipment	1/LS	\$ 5,994.95	\$ 5,994.95
		Other			
3	9001	Contract	1/LS	\$ 23,794.65	\$ 23,794.65
4	9903	No Direct Administrative Costs	1/LS	\$ 0.00	\$ 0.00
				TOTAL COST	\$ 49,140.02
PREPARED BY JOHN R CUNEO			TITLE Project Specialist	SIGNATURE	
APPLICANT REP. William Roberson			TITLE Finance Director	SIGNATURE	

SEAL ON THE FACE OF THIS DOCUMENT IS PRINTED IN HEAT REACTIVE INK. COLOR FADES WHEN HELD OR RUBBED. THEN REAPPEARS.



STATE OF NORTH CAROLINA
DEPARTMENT OF PUBLIC SAFETY
F.I.N. 30 - 0712287
4220 MSC
RALEIGH, NORTH CAROLINA 27699-4220

86-1069
831

NO.

585132

Payable at Par Through Federal Reserve System
State Treasurer, Raleigh, NC

Valid After One Year

PAY ENTITY
19PA

Date
04/24/17

AMOUNT
\$*****49,140.02

PAY Forty nine thousand one hundred and forty and 02/100 dollars

TO THE ORDER OF

COUNTY OF BERTIE
P O BOX 530
WINDSOR NC 27983

James J. Cheek
AUTHORIZED SIGNATURE

⑈000585132⑈ ⑆053110594⑆ ?⑈000⑈073⑈

19PA

STATE OF NORTH CAROLINA
DEPARTMENT OF PUBLIC SAFETY
4220 MSC RALEIGH, NORTH CAROLINA 27699-4220

NO.

585132

DATE	INVOICE/CREDIT MEMO	TYPE	DESCRIPTION	INVOICE AMOUNT	DEDUCTIONS OR DISCOUNT	NET AMOUNT
04/21/17	015-99015-003905 RC: CFAISON MATTHEW 75/25		042117-0496	\$49,140.02		\$49,140.02
			TOTALS	\$49,140.02	\$0.00	\$49,140.02

BUDGET AMENDMENT

		# 17-12		
		INCREASE		INCREASE
10-0050-4851-10	\$	33,760	10-6309-5399-04	\$ 33,760
TO SETUP BUDGET FOR DEBRIS REMOVAL - FEMA REIMBURSEMENT				

PA-04-NC-4285-PW-00554(0) P	
Applicant Name: BERTIE (COUNTY)	Application Title: 2-A0365 Debris Removal
Period of Performance Start: 10-10-2016	Period of Performance End: 04-10-2017

Bundle Reference # (Amendment #) PA-04-NC-4285-PW-00554(495)	Date Awarded 04-18-2017
---	----------------------------

Subgrant Application - FEMA Form 90-91

Note: The Effective Cost Share for this application is 75%

FEDERAL EMERGENCY MANAGEMENT AGENCY PROJECT WORKSHEET					
DISASTER		PROJECT NO.	PA ID NO.	DATE	CATEGORY
FEMA	4285 - DR -NC	2A0365	015-99015-00	03-24-2017	A
APPLICANT: BERTIE (COUNTY)			WORK COMPLETE AS OF: 01-13-2017 : 100 %		
Site 1 of 1					
DAMAGED FACILITY: Bertie County			COUNTY: Bertie		
LOCATION: PA-04-NC-4285-PW-00554(0): County wide debris removal Republic Solid Waste facility 36.1150551/-77.0644372			LATITUDE: 36.1150551	LONGITUDE: -77.064437	
Current Version:					
DAMAGE DESCRIPTION AND DIMENSIONS: PA-04-NC-4285-PW-00554(0): During the incident period of October 4 to October 24, 2016, Hurricane Matthew impacted Bertie County, damaging structures, resulting in 979.27 CY of C&D, which posed an immediate threat to lives, public health and safety, and improved property. This project worksheet addresses the debris removal operations from Applicant owned and maintained public property and from their maintained public rights-of-way. This project addresses one site: Republic Services Solid Waste Management Facility, 1922 Republican Road, Aulander, NC, 27805, 36.1150551/-77.0644372, permit # 01803-MSWLF-1993. The Applicant has chosen NOT to participate in the Debris Pilot Program, and has signed the PA Alternative Procedures Pilot Program indicating such.					
Current Version:					
SCOPE OF WORK: PA-04-NC-4285-PW-00554(0): WORK COMPLETED Loading/Hauling: During the period of January 4 to January 13, 2017, the Applicant utilized a contractor to haul 1,852.20 CY of C&D from Town of Windsor's Landfill yard and removed 979.37 CY of C&D from the rights of way of county roads at a cost of \$33,760.56. The total cost per CY calculation for debris removal project is \$11.92 per CY. ($\$33,760.56 / 2,831.47 \text{ CY} = \11.92 per CY.) Temporary Debris Management Site: The Town of Windsor FA Labor hauled the vegetative debris and the C&D from the Town's rights of way to a permitted temporary debris management site, located at 134 Vaughn Lane, Windsor, NC 27983, 35.97680/-76.96908. The Applicant's contractor then, hauled the Town's 1,852.20 CY of C&D and 979.27 CY of the Applicant's C&D to the Republic Services Solid Waste Facility. Debris Monitors: The Applicant utilized FA labor to monitor the debris operations of Phillips and White at Windsor Landfill yard, and the					

ITEM	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
		*** Version 0 ***			
		Work Completed			
1	0000	Work Completed	0/LS	\$ 0.00	\$ 0.00
2	9001	Contract	1/LS	\$ 33,760.56	\$ 33,760.56
				TOTAL COST	\$ 33,760.56
PREPARED BY KAREN BARBER			TITLE PA Project Specialist	SIGNATURE	
APPLICANT REP. William Roberson			TITLE Finance Director	SIGNATURE	

DATE	INVOICE/CREDIT MEMO	TYPE	DESCRIPTION	INVOICE AMOUNT	DEDUCTIONS OR DISCOUNT	NET AMOUNT
06/01/17	015-99015-003950 RC: KBELL PA		060117-9492	\$33,760.55		\$33,760.55
			TOTALS	\$33,760.55	\$0.00	\$33,760.55

THE SEAL ON THE FACE OF THIS DOCUMENT IS PRINTED IN HEAT REACTIVE INK. COLOR FADES WHEN HELD OR RUBBED, THEN REAPPEARS.



STATE OF NORTH CAROLINA
DEPARTMENT OF PUBLIC SAFETY
F.I.N. 30 - 0712287
4220 MSC
RALEIGH, NORTH CAROLINA 27699-4220

66-1059
531

NO.

595935

Payable at Par Through Federal Reserve System
State Treasurer, Raleigh, NC

Valid After One Year

PAY ENTITY
19PA

Date
06/01/17

AMOUNT
\$*****33,760.55

PAY: Thirty three thousand seven hundred and sixty and 55/100 dollars

TO THE ORDER OF

COUNTY OF BERTIE
P O BOX 530
WINDSOR NC 27983

James J. Charles
AUTHORIZED SIGNATURE



⑈000595935⑈ ⑆053110594⑆ 7⑈000⑈073⑈

BUDGET AMENDMENT

# 17-12				
	INCREASE			INCREASE
10-0050-4852-11	\$ 15,000	EMS	10-6308-5499-00	\$ 2,968
10-0050-4852-11	\$ 20,000	COOP	10-6308-5499-90	\$ 8,800
			10-6309-5510-00	\$ 23,232
TO SETUP BUDGET FOR FLOOD INSURANCE - CONTENTS REPLACEMENT				

Nationwide Mutual Fire Insurance Company
Flood Insurance Processing Center
P.O. Box 2057; Kalispell, MT 59903-2057
Phone: (800) 759-8656 Fax: (866) 528-3252

=====

March 02, 2017

Bertie County
Po Box 530
Windsor, NC 27983-0530

RE:Insured : Bertie County
Property Add: 208 E Granville St EMS
Windsor, NC 27983-6704
Policy # : 87054948532015
Date of Loss: 09/22/2016
Reference No: 87-05494853-2015

Dear Insured:

Enclosed please find the claim check(s) for the following:

\$ 54,612.71 Contents Covered Damages
\$ 1,500.00 - Contents Deductible
\$ 38,112.71 - Contents Excess
\$ 15,000.00 = Contents Amount

We recommend you keep in a safe place, out of the reach of future flooding, all repair receipts and invoices documenting the completion of the building repairs, and if applicable, the repair/replacement of your personal property. Thus, in the event you are flooded again, the adjuster will be better able to verify that the building repairs were completed, and if applicable, the age, condition and value of the personal property. This will greatly expedite the handling of any future claim.

The Standard Flood Insurance Policy is a federal policy under the jurisdiction of the federal government issued pursuant to the National Flood Insurance Act of 1968 and applicable federal regulations in Title 44 of the Code of Federal Regulations, Subchapter B.

You can find a copy of the Standard Flood Insurance Policy and the National Flood Insurance Claims Handbook at WWW.FEMA.GOV.

Waiving none, but reserving all rights and defenses under the policy, we remain,

Sincerely,

Flood Claims Department

cc: Thomas S Davis, Clu, Chfc
Administrative Strategies

:CTSPAY



Nationwide
is on your side

602280751

CHROME COPY
No. 602280751

Flood Insurance Processing Center
P.O. Box 2057, Kalispell, MT 59903 - 2057

BERTIE COUNTY
PO BOX 530
WINDSOR, NC 27983-0530

Policy#: 87-05494853-2015
Insured Name: BERTIE COUNTY
Insured Phone#: (252) 794-6121
Date of Loss: 9/22/2016
Paid Date: 3/03/2017
Amount: \$15,000.00
Processed By: [Signature]

Ups Regular Mail (5-7 Days)
Contents Claim Payment

Check Payment

DETACH BEFORE DEPOSITING

THE ORIGINAL DOCUMENT HAS A TRUE WATERMARK. HOLD AT LIGHT TO VIEW WHEN CHECKING THE ENDORSEMENT.

Nationwide Mutual Fire Insurance Co
Flood Insurance Processing Center
P.O. Box 2057, Kalispell, MT 59903 - 2057

Morgan Chase Bank, N.A.
2880 Ave. 9th

***** CAUTION *****
Multiple party checks require signatures of all payees.

602280751 No. 602280751

12-1
750

DATE
3/03/2017

AMOUNT
\$15,000.00

PAY ---FIFTEEN THOUSAND AND 00/100-----DOLLARS

TO THE
ORDER OF
MAIL
TO:

BERTIE COUNTY

BERTIE COUNTY
PO BOX 530
WINDSOR, NC 27983-0530

Void if not cashed within 6 months

[Signature]

⑈0602280751⑈ ⑆075000019⑆

838228427⑈

Nationwide Mutual Fire Insurance Company
Flood Insurance Processing Center
P.O. Box 2057; Kalispell, MT 59903-2057
Phone: (800) 759-8656 Fax: (866) 528-3252

=====

May 04, 2017

Bertie County
204 S Queen St
Windsor, NC 27983-1822

RE: Insured : Bertie County
Property Add: 204 S Queen St COOP
Windsor, NC 279831822
Policy # : 87055062772015
Date of Loss: 09/22/2016
Reference No: 87055062772015

Dear Bertie County:

Please be advised the below referenced flood claim payments were previously sent out under separate cover:

Building covered damages	\$85,183.91
Building deductible	- \$10,000.00
Building Amount	= \$75,183.91

Contents covered damages	\$34,779.17
Contents deductible	- \$10,000.00
Excess over limit	- \$ 4,799.17

Contents Amount	= \$20,000.00
-----------------	---------------

With regard to the above referenced flood claim, I am hereby complying with the Standard Flood Insurance Policy's requirement regarding payment or rejection of the insured's Proof of Loss within 60 days of its being filed by the insured. We are rejecting the difference of \$6,382.50 from the signed Proof of Loss in the amount of \$101,566.41 and the claim payment of \$95,183.91, pursuant to the Standard Flood Insurance Policy, VII. General Conditions, M. Loss Payment as the adjuster has revised the building estimate to remove items not covered on the Caremaster invoice.

The Independent Adjuster's supplemental report includes a water mitigation invoice from Caremaster for the flood loss cleanup/dry out. After careful review of the information submitted, it was determined the Caremaster invoice includes items not covered by the policy, such as commercial supervision. In addition, the invoice include charges for duplicate charges, job site moving and storage, job site moving container, packing paper and tape, and general labor per hour. We are denying payment for these non-covered items, pursuant to the Standard Flood Insurance Policy:

V. EXCLUSIONS

A. We only provide coverage for direct physical loss by or from flood, which means that we do not pay you for:

7. Any other economic loss.

In the unfortunate event that you experience another flood, we recommend you



Flood Insurance Processing Center
P.O. Box 2057, Kalispell, MT 59903 - 2057

BERTIE COUNTY
204 S QUEEN ST
WINDSOR, NC 27983-1822

Policy#.....:87-05506277-2015
Insured Name.:BERTIE COUNTY
Insured Phone#:(252)794-6121
Date of Loss...: 9/22/2016
Paid Date.....: 5/05/2017
Amount.....: \$20,000.00
Processed By...:christinef

Usps Regular Mail (5-7 Days)
Contents Claim Payment

Check Payment

DETACH BEFORE DEPOSITING

THE ORIGINAL DOCUMENT HAS A TRUE WATERMARK. HOLD AT LIGHT TO VIEW WHEN CHECKING THE ENDORSEMENT.

Nationwide Mutual Fire Insurance Co.
Flood Insurance Processing Center
P.O. Box 2057, Kalispell, MT 59903 - 2057

JPMorgan Chase Bank, N.A.
Milwaukee, WI

***** CAUTION *****
Multiple party checks require signatures of all payees.

602316998 No. 602316998

12-1
760

DATE 5/05/2017 AMOUNT \$20,000.00

PAY TWENTY THOUSAND AND 00/100 ----- DOLLARS

TO THE ORDER OF MAIL TO:

BERTIE COUNTY
BERTIE COUNTY
204 S QUEEN ST
WINDSOR, NC 27983-1822

Void if not cashed within 6 months



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: June 19, 2017

AGENDA ITEM: C-7

DEPARTMENT: Governing Body

SUBJECT: Tax Release Journal – May 2017

COUNTY MANAGER RECOMMENDATION OR COMMENTS: Recommend approval.

SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S): Recommend approval

ATTACHMENTS: Yes

LEGAL REVIEW PENDING:

ITEM HISTORY: ---



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

June 01, 2017

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 "Tax Release Journal" (Ledger) manually maintained in the tax office, both relative to Tax Releases which are now ready for your approval.

The releases herein are for the month of **May** 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____

Seq Nbr	Date	Account Number	Taxbill Number	Tax Cds	Transaction Amount	Levy Amount	Penalty Amount	Addl Chgs	Interest Amount	Discont Amount	Trns Ref	Trans Descr
1	05/22/17	23271	14A23798.40	G01	43.91	39.92	3.99		0.00			
2				C02	40.22	36.86	3.66		0.00			
3					84.13	76.48	7.65	0.00	0.00	0.00	R	PG182
4	05/22/17	23271	14A23798.40	G01	24.56	22.33	2.23		0.00			
5					24.56	22.33	2.23	0.00	0.00	0.00	R	PG182
6	05/22/17	23271	14A23798.40	G01	26.61	24.19	2.42		0.00			
7					26.61	24.19	2.42	0.00	0.00	0.00	R	PG100
8	05/22/17	23271	14A23798.40	G01	27.81	25.28	2.53		0.00			
9					27.81	25.28	2.53	0.00	0.00	0.00	R	PG28
10	05/22/17	23271	13A23271.40	G01	29.84	27.13	2.71		0.00			
11					29.84	27.13	2.71	0.00	0.00	0.00	R	PG10
12	05/22/17	23271	12A23271.40	G01	28.92	26.29	2.63		0.00			
13					28.92	26.29	2.63	0.00	0.00	0.00	R	PG268
14	05/22/17	23271	11A23271.40	G01	31.14	28.31	2.83		0.00			
15					31.14	28.31	2.83	0.00	0.00	0.00	R	PG249
16	05/22/17	23271	10A23271.40	G01	35.78	32.53	3.25		0.00			
17					35.78	32.53	3.25	0.00	0.00	0.00	R	PG208
18	05/23/17	23955	14A23955.70.1	G01	817.38	817.38	0.00		0.00			
19					817.38	817.38	0.00	0.00	0.00	0.00	R	PG29



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: June 19, 2017

AGENDA ITEM: D-1

DEPARTMENT: Governing Body

SUBJECT: Dedication Plaques – Courthouse, new Sheriff's Office

COUNTY MANAGER RECOMMENDATION OR COMMENTS: Discussion requested.

SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S): Discussion requested.

ATTACHMENTS: Yes

LEGAL REVIEW PENDING:

ITEM HISTORY: ---

Historic Bertie County Courthouse

Renovations and Improvements



Windsor, North Carolina

July 2017

COUNTY OFFICIALS

Chairman, John Trent

Vice Chairman, Ernestine Bazemore

Commissioner Tammy Lee

Commissioner Ronald Wesson

Commissioner Stewart White

Register of Deeds

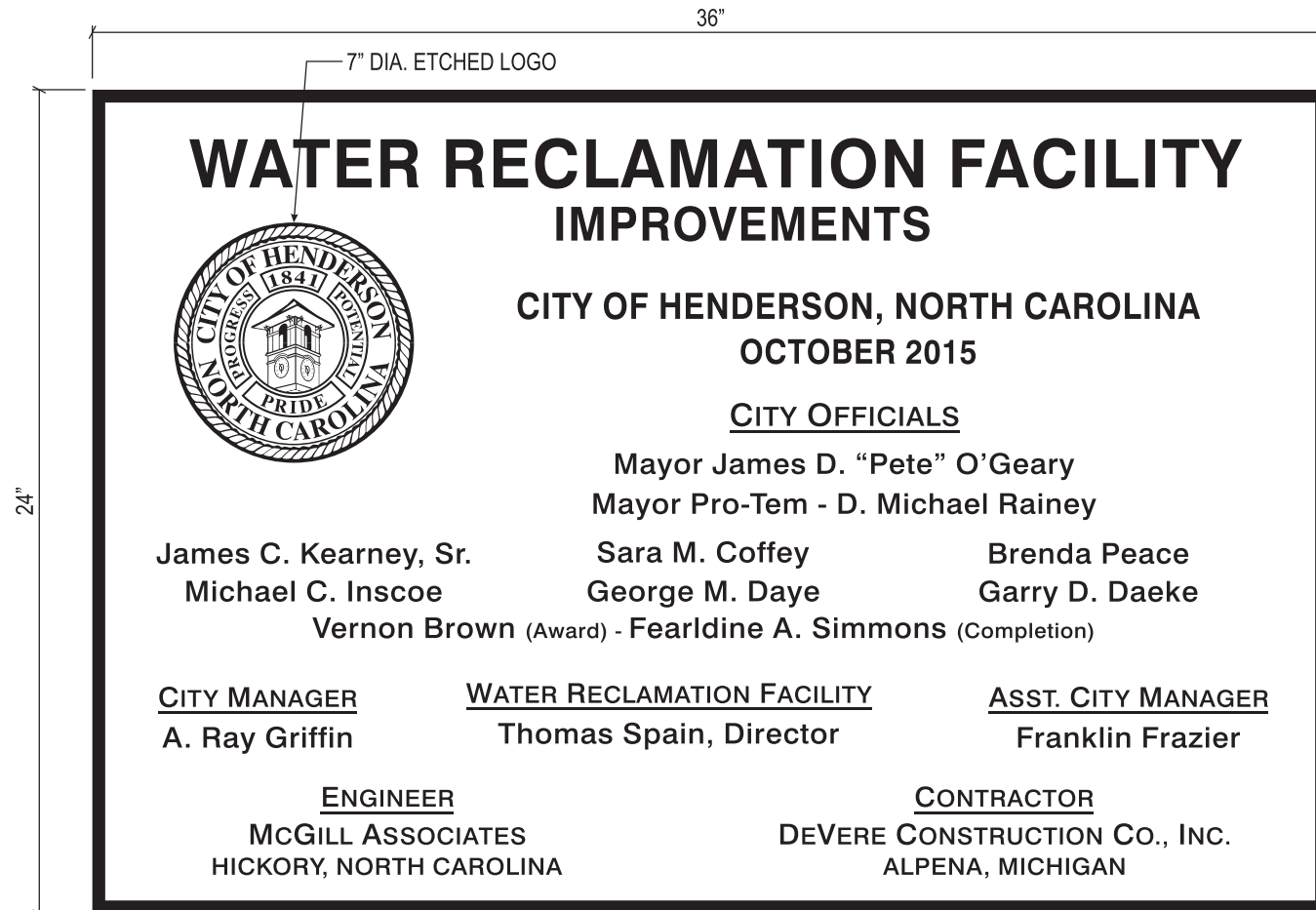
Annie Wilson

Clerk of Court

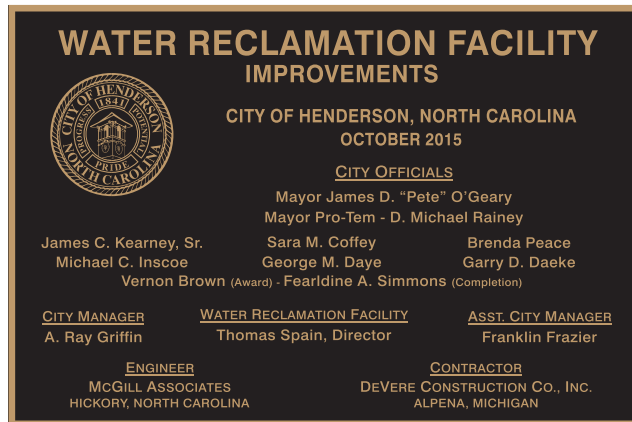
Vasti F. James

Sheriff

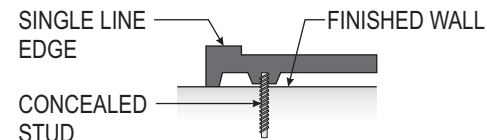
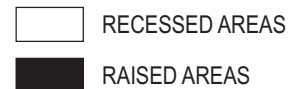
John Holley



FRONT VIEW
QTY: 1



RENDERED VIEW
(N.T.S.)



EDGE DTL.
(N.T.S.)

SIGN TYPE:

CAST BRONZE PLAQUE

SPECIFICATIONS:

MATERIAL:	CAST BRONZE
BACKGROUND TEXTURE:	LEATHERETTE
BACKGROUND COLOR:	BLACK
LETTERSTYLE:	ARIAL BOLD
BORDER:	SINGLE LINE
MOUNTING:	CONCEALED STUDS
MANUFACTURER:	MATTHEWS INTL.

DESIGNED FOR:

HENDERSON WATER RECLAMATION FACILITY

CONTRACTOR:

DeVere Construction Co., Inc.

ARCHITECT:

McGill Associates

SHEET:	DATE:
1 OF 1	03/28/2013
DRAWN BY:	REVISED:
J. HOPKINS	12/12/2016



206 E. Hemlock St.
Yadkinville, NC 27055
Phone: 336-679-3344
Fax: 336-679-7342
www.AOASigns.com



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: June 19, 2017

AGENDA ITEM: D-2

DEPARTMENT: Governing Body

SUBJECT: Review contract with NCSU for Cashie River Basin Drainage feasibility study with Dr. Barbara Doll

COUNTY MANAGER RECOMMENDATION OR COMMENTS: Discussion requested.

SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S): Discussion requested.

ATTACHMENTS: **Handouts**

LEGAL REVIEW PENDING:

ITEM HISTORY: ---



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: June 19, 2017

AGENDA ITEM: D-3

DEPARTMENT: Governing Body

SUBJECT: Review sublease and Memorandum of Lease with Albemarle Regional Library prior to beginning operations at temporary library site

COUNTY MANAGER RECOMMENDATION OR COMMENTS: Discussion requested.

SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S): Discussion requested.

ATTACHMENTS: Handouts

LEGAL REVIEW PENDING:

ITEM HISTORY: ---



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: June 19, 2017

AGENDA ITEM: D-4

DEPARTMENT: Governing Body

SUBJECT: Review of documentation for the transfer of water system assets from both Lewiston-Woodville and Roxobel

COUNTY MANAGER RECOMMENDATION OR COMMENTS: Discussion requested.

SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S): Discussion requested.

ATTACHMENTS: **Handouts**

LEGAL REVIEW PENDING:

ITEM HISTORY: ---



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: June 19, 2017

AGENDA ITEM: D-5

DEPARTMENT: Governing Body

SUBJECT: Review of latest draft – Shared Leave Policy revisions

COUNTY MANAGER RECOMMENDATION OR COMMENTS: Discussion requested.

SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S): Discussion requested.

ATTACHMENTS: Yes

LEGAL REVIEW PENDING:

ITEM HISTORY: ---



Bertie County

Board of Commissioners

SHARED LEAVE

Leave Sharing Eligibility Requirements

Use of shared leave must be for sickness of the employee, employee's spouse, employee's or spouse's child or children or employee's parent(s). **(change 1)** Use of shared leave also includes vacation. **(add 2)** To qualify for consideration of receipt of shared leave, the employee must (a) have been employed at least one (1) year in a regular position with the County; **(delete 3)** (b) must be in a leave earning position; (c) must have exhausted all individually accrued sick, annual leave, and compensatory time, without evidence of abuse. **(add 4)** (d) have a balance of at least eighty (80) hours of sick leave prior to need of shared leave. **(delete 5)**

Non-qualifying Reason **(add 6)**

An employee who is receiving benefits from the Disability Income Plan of North Carolina (DIPNC) is not eligible to participate in the program. Shared leave may be used during the required waiting period and following the waiting period provided DIPNC benefits have not begun.

Guidelines for Donating Shared Leave

- a) Participation is totally voluntary.
- b) All donations will be kept in the strictest of confidence.
- c) Employees may donate sick or annual leave.
- d) Due to Fair Labor Standards Act restrictions, an employee may not donate compensatory time to another employee. **(add 7)**
- e) Employees wishing to donate leave time may donate up to thirty-two (32) hours of leave for a given employee per incident. **(delete 8)** The minimum amount of leave to be donated is eight (8) hours. The maximum amount of vacation/sick that may be donated may not be more than the amount of the donor's annual accrual rate. **(add 9)**
- f) Employees donating leave time must have a minimum balance of forty (40) hours of annual leave and forty (40) hours of sick leave after their donated time is subtracted.
- g) Employees wishing to donate time must complete a *Shared Leave Authorization Form* designating the number of hours being donated and to whom it is being donated. The employees must sign the form authorizing the transfer and giving up their claim to these hours.
- h) Does not apply to employees on workers' compensation. **(add 10)**

Comment [CF1]: Change 1: Use of shared leave must be for sickness of "immediate family as defined on page 32 of the personnel policy"

Comment [CF2]: Add Line 2: Use of shared leave also includes donation of vacation (new)

Comment [CF3]: Delete 3: one year stipulation

Comment [CF4]: Added 4: W/O evidence of abuse (new)

Comment [CF5]: Delete 5: Completely Delete Line (d)

Comment [CF6]: Add 6: Non-qualifying reason (new)

Comment [CF7]: Added 7: FLSA—Compensatory Time (new)

Comment [CF8]: Delete 8: Employees wishing to donate leave time may donate up to 32 hrs —keep the minimum amount of 8 hours) Add 9: The maximum amount (new)

Comment [CF9]: Added 10: Does not apply to ee's on wc (new)

SHARED LEAVE

Intimidation or Coercion Prohibited (add 11)

An employee may not intimidate, threaten, coerce, or attempt to intimidate, threaten, or coerce, any other employee for the purpose of interfering with any right which such employee may have with respect to donating, receiving, or using leave under this program. Such action shall be grounds for disciplinary action up to and including dismissal on the basis of personal conduct.

Confidentiality (add 12)

The Privacy Act makes medical information confidential. When disclosing information on an approved recipient, only a statement that the recipient has a prolonged medical condition (or the family member) needs to be made. If the employee wishes to make the medical status public, the employee must sign a release to allow the status to be known.

Comment [CF10]: Add 11: Intimidation or Coercion (new)

Comment [CF11]: Add 12: Confidentiality (new)

VACATION LEAVE – MAXIMUM ACCUMULATION

Vacation leave may be accumulated without any applicable maximum until the pay period containing December 31 of each calendar year. However, if the employee separates from service, payment for accumulated vacation leave shall not exceed 30 days. During the pay period containing January 25, any employee with more than 30 days shall have the excess accumulation converted to sick leave, provided that three consecutive days of annual leave have been taken in the calendar year, so that only an accumulation of no more than 30 days of vacation leave is carried forward to January 1 of the next calendar year. Based on the workload and nature of the job description, the County Manager is exempt from the maximum accumulation of vacation and comp time as limited by the Personnel Policy.

Thirty (30) Days Converted to Hours per Employee Job Class	Regular	Telecommunications	Law Enforcement/EMS/NET
	225 hours	240 hours	270 hours

Employees are cautioned not to retain excess accumulation of vacation leave until late in the calendar year. Due to the necessity to keep all County functions in operation, large numbers of employees cannot be granted vacation leave at any one time.

If an employee has excess vacation leave accumulation during the latter part of the year and is unable to take such leave because of staffing demands, the employee shall receive no special consideration either in having vacation leave scheduled or in receiving any exception to the maximum accumulation rule. Employees may sell up to 40 hours of vacation or comp time while Department Heads may sell up to 80 vacation hours between November 15 and December 15 each year. Upon selling time if an employee still has more than the maximum allowed annual leave hours they will be required to follow the policy and take three consecutive days of annual leave in the calendar year in order to have all excess hours converted to sick leave.

This policy adopted this ____ day of _____, 2016.

John Trent, Chairman