# **Bertie County Board of Commissioners**



February 1, 2021 6:00 PM

Ronald "Ron" Wesson District I

Greg Atkins District II

Chair Tammy A. Lee District III

Vice Chair John Trent District IV

Ron Roberson District V



Bertie County is now utilizing Zoom during the COVID-19 pandemic.

Zoom is available to the public to participate during this meeting.

To call in to our meeting on the phone, use the following information:

Phone #: 1-301-715-8592 Meeting ID: 723 391 6141

To listen to our meeting online, click or copy and paste this link into your browser: https://us02web.zoom.us/j/7233916141

Questions? Call the County Manager's Office at 794-5300.

#### BERTIE COUNTY BOARD OF COMMISSIONERS

#### February 1, 2021 Meeting Agenda

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

**6:00 PM** Welcome and Call to Order by Board Chair Tammy Lee, Commissioners Room, Windsor

Invocation and Pledge of Allegiance by Commissioner John Trent

Public Comments (3-minute limit per speaker)

# (A) \*\*\* REPORTS & APPOINTMENTS \*\*\*

- (1) Update and Presentation by ABC Board Chair Michael Freeman
- (2) Library & Cooperative Extension Construction Project Update by MHA Works Project Architects Amber Idol & Dani Hoff
- (3) Presentation of 2020 Unpaid Taxes Report by Tax Administrator Jodie Rhea
- (4) COVID-19 & Vaccination Distribution Update by Albemarle Regional Health Services

#### **Board Appointments** (B)

- Appointment of Commissioner to Juvenile Crime Prevention Council (JCPC)
- Appointment of
   Commissioner to East
   Carolina Behavioral Health

   Northern Regional
   Advisory Board
   (ECBH-NRAB)

#### Consent Agenda (C)

- 1. Approve Register of Deeds Fees Report – December 2020
- 2. Tax Release Journal December 2020
- 3. FY 2020-2021 Senior Center General Purpose Agreement
- 4. Budget Amendments
- 5. Approve Order to Advertise Unpaid Taxes

# \*\*\*OTHER ITEMS\*\*\* Discussion Agenda (D)

- Update on Tax Software
   Contract and Request to
   Convert Current System Data
- 2. Confirm Work Session on 2/17/21
- 3. Calendar Review:
  - Essentials of County
    Government, Session 2:
    Budgets, Audit &
    Fiduciary Duty (Virtual) –
    February 25<sup>th</sup>
  - NACo Legislative Conference (Virtual) – March 8-26<sup>th</sup>
  - Ethics Training (Virtual) March 23<sup>rd</sup>

#### Commissioners' Reports (E)

#### County Manager's Reports (F)

#### County Attorney's Reports (G)

#### **Public Comments**

(3 minutes per speaker)

#### **Closed Session**

Pursuant to NCGS § 143-318.11(a)(6) to consider the qualifications, competence, performance, character, fitness, conditions of appointment, 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**: February 1, 2021

**SECTION**: Appointments & Reports (A-1 to A-4)

**DEPARTMENT**: Governing Body

#### **TOPICS**:

(1) Update and Presentation by ABC Board Chair Michael Freeman

- (2) Library & Cooperative Extension Construction Project Update MHA Works Architects Amber Idol & Dani Hoff
- (3) Presentation of 2020 Unpaid Taxes Report by Tax Administrator Jodie Rhea
- (4) COVID-19 Vaccination Distribution Update by Albemarle Regional Health Services

#### COUNTY MANAGER RECOMMENDATION OR COMMENTS: --

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

**ATTACHMENTS:** Yes

LEGAL REVIEW PENDING: N/A

ITEM HISTORY: ---





409 Evans Street, Suite C • Greenville, NC 27858 P| (252) 329-0119 • F| (252) 329-0121

# CONSTRUCTION OBSERVATION JANUARY 15<sup>TH</sup>, 2021

# REPORT NO. 071

Project:	Bertie County Library & Coop. Ext.	MHA #:	17154
NTP Date:	August 5 <sup>th</sup> , 2019	No. of Days:	487 (PER CO 008)
End Date:	December 4 <sup>th</sup> , 2020 (PER CO 008)	Liq. Damages:	\$500.00

Distribution List By MHAworks (Attendees Marked v	vith X	):
Scott Sauer, Bertie County	X	Will Gautier, A. R. Chesson
Scott Pearce, Bertie County		Katherine Roberson, A. R. Chesson
Anthony Rascoe, Bertie County	Χ	Steve Richards, A. R. Chesson
Juan Vaughan, Bertie County		Wilson Pou, Engineering Source
Allen Castelloe, Town of Windsor		Alex Casey, Engineering Source
William Roberson, Bertie County	X	Scott Anderson, ARK Consulting
Hugh Davis, Albemarle Regional Library		Adam Tysinger, ARK Consulting
Billy Barrow, Cooperative Extension		Mark Roy, RPA Engineering
Nancy Hughes, Bertie County Library		Dani Hoff, MHAworks
Carl Bonner, Terracon	X	Ally Gagliardo, MHAworks
Luke Fenton, Terracon	X	Amber Idol, MHAworks

Progress of Work:	X	Behind (AR Chesson provided updated schedule prior to the last monthly meeting with an end date of January 19 <sup>th</sup> . See additional schedule notes in the meeting minutes section. The project completion date is December 4, 2020 per Change Order 008. The County is discussing whether to wait and open the building to the public after the parking lot is paved. The Building Inspector will allow Library shelving/furniture to be installed prior to occupation of the building. See additional schedule updates included within the field observations section )
		On Schedule
		Ahead

Attachments:		
1/11/2021	1	Concrete Compressive Strength Test Report – Revision 2
1/18/2021	2	ADA Parking Area Survey Points



# **INFORMATION TRANSMISSION STATUS:**

Note: All changes in contract scope require written sign-off by the architect and Owner  $\underline{\text{prior}}$  to commencing any associated work.

Line #	Initiated By Owner/GC/ Designer	Date Initiated	Item Description	Action By Owner/GC / Designer	Date Due
1	D	4/3/20	Confirmation from County Building Inspector about roof installation. <b>Email needed.</b>	GC/O	5/4
2	D	6/17/20	MHAworks has requested that AR Chesson set up a meeting with the roof manufacturer inspector to review installation together on site.  9/9/2020 - There are roof leaks noted within the roof area of concern. Manufacturer review with architect is required as soon as possible. 9/16 – Roof repairs are complete. See notes within this report. Meeting still required.	GC	8/17
3	GC	6/17/20	GC to formalize delays due to Covid-19 labor and material shortages into a change request for review by designer and owner. 10/7/2020 - COVID delay request related to light gauge metal trusses received and under review by design team. Intended to approve and include within upcoming CO. GC shall submit additional COVID delays.	GC	7/10
4	D	5/20/20	GC Shall submit all remaining submittals.	GC	6/20
5	D	1/5/21	PCO #34 received and reviewed by Architect and Owner on 1/4/2021 for undercut of parking lot as directed by Terracon on 11/20/2020. At this time the parking lot should need no further remediation and should be ready for paving. Due to the contractor caused delay in site preparation (site prep started in November instead of July as planned) no additional change orders will be entertained related to the subgrade at the parking lot. It shall be the responsibility of the Contractor to complete the work per spec on time.	GC	12/4 (Contract Completion)



# Friday, December 15th, 2021

MHA Observers:	Ally & Amber	Date:	1/15/2021
Additional Site Observers:	Bryan Murphrey & Paul Toti	Time:	9:30 AM – 11:00 AM
Weather:	Clear	Meeting Duration:	One Hour 30 Minutes
Humidity:	62%	Temperature:	50 Degrees

Trades on Site:	Company Name (Quantity)		
General:	A. R. Chesson (1)	Electrical:	Taylor Electric Co. (-)
ACT & Grid:	Southeastern Interiors (-)	Doors & Hardware:	East Coast Access (-)
Signage:	AOA Signs (-)	Flooring:	Full Service Flooring (-)
Tile:	J. Morgan Design (-)	Plumbing:	J.R. Plumbing Inc. (2)
Paint/Drywall:	Villeda's Drywall (1)	Cabinets/Counters:	Swain Builders (-)
Landscaping:	Peaden & Son (-)	Soil Poisoning:	Arrow Exterminators (-)
HVAC:	Performance HVAC (-)	Site Work:	Boyd Copeland Contract. (-)
Structural Steel:	Struct. Steel of Car. (-)	Wood Decking:	Timber Systems (-)
Joint Sealant:	ABG Caulking & WTPF. (-)	Insulation:	Brabble Insulation (-)
Insulation:	Tailored Foam (-)	Roofing:	Bardi Davis (-)
Glazing:	MSJ Glass & Glazing (-)	Signs:	AOA Signs (-)
<b>Toilet Partitions:</b>	Partition Plus (-)	Canopy:	Resolute Fabricators (-)
Doors & Other:	Construction Specialties (-)	Blinds:	Commonwealth B & S (-)
Concrete:	Gennarelli Concrete (-)	Masonry:	Jack Harris Masonry (-)
General:	T Boys Construction (-)		

# FIELD OBSERVATIONS (QUALITY OF WORK IN PROGRESS):

- 1. The site was drier than the last couple visits. Site work has been limited due to the amount of rain in recent weeks but hopes to pick up in the next week with drier weather forecasted. (Photos A F)
  - Fine grading still needs to be performed in order to help the drainage in the parking areas.
  - There has been no work done to the retention pond since the last site visit.
- 2. During the last site visit, the concrete accessible spaces were measured and deemed too steep for the ADA requirements. Scott Anderson met on site with Toti Land Surveying as requested by AR Chesson. Points were taken throughout the parking area to determine the cause of the steepness in these spaces. It was revealed

Bertie County Library & Coop. Ext.

CA Report #071

3



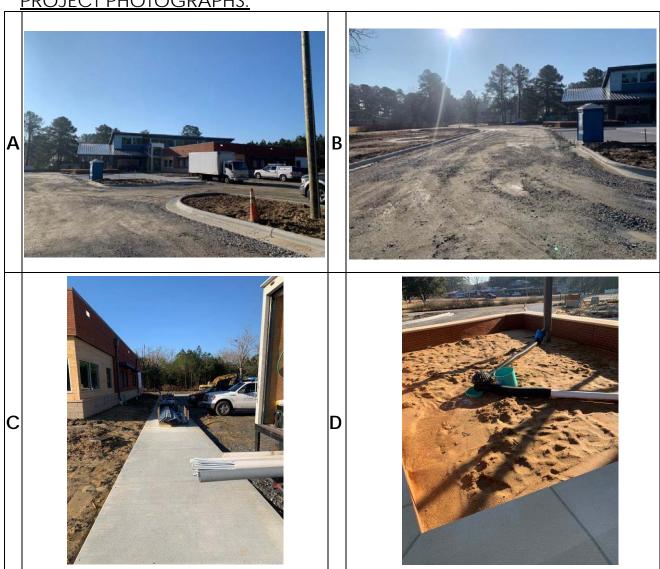
that some of the curb heights at the end of the parking spaces were higher than proposed. AR Chesson will work to remediate this issue. (Photos G – I)

- 3. The metal panels along the front face of the library have been completed but no other areas of the building have been worked on since the last site visit. (Photos J L)
- 4. Wood siding appears to be at the same percentage complete compared to the last site visit. (Photos M O)
- 5. Storage shed and dumpster slabs continue to be prepared.
- 6. Flooring is close to being complete. (Photos P X)
  - The walk off carpet is installed.
  - The LVT is installed in the kitchen.
  - The tile work is to be completed when the 2-hour frames and glass are installed at the library entrance.
- 7. Casework & countertop installation is ongoing. (Photos Y AH)
  - The counters have been installed in the gang restrooms along with the sinks.
  - The counter has been installed at the Library reception desk. The casework has been installed underneath at same location.
  - The teaching kitchen casework is complete, and countertops have also been installed.
  - The casework installation is complete in the Library storage room adjacent to the data rack.
  - All additional casework is currently being stored underneath the mezzanine stairs. MHAworks is planning to discuss remaining casework with the County next week.
- 8. Sink installation is ongoing throughout the building.
- 9. The wall tile has been installed in the teaching kitchen. (Photo Al)
- 10. The push button pedestals have been installed at the exterior and interior locations. (Photos AJ & AK)
- 11. The lighting installation is ongoing. (Photos AL AQ)
  - The exterior porch lights have been installed.
  - Reception desk light to be relocated to underside of counter top which has now been installed. Remainder of tape light to be installed.
  - Various other exterior lights still need to be installed.
- 12. Soundside was on site completing the data cable work for the County and Library. (Photo AR)
- 13. Items discussed while on-site:
  - The caulk sample has not yet been installed on a mockup panel. The contractor is planning to have this done before the next site visit.
  - The plumbing/piping guards have not yet been installed. It is the assumption that this is on hold until after the building inspector signs off on it.



- The stainless-steel kitchen tables are being stored in the community room by the Cooperative Extension.
- The casework apron at teaching kitchen island sinks appears incomplete. This issue will be discussed with AR Chesson next week.
- The contractor mentioned that the floor drain for the three-compartment sink is inset into the floor. A finished edge condition will be discussed during the next site visit.
- The building inspector provided a letter following the previous site visit stating that the library shelving could be installed to keep within the current schedule timeline.
- The contractor has requested and update on the sod PCO. MHAworks will discuss this with the County.
- The 2-hour frames and glazing along with any other storefront/frames/glazing items are scheduled to be on site by 1/18/2021.

### PROJECT PHOTOGRAPHS:







Bertie County Library & Coop. Ext.

CA Report #071





Bertie County Library & Coop. Ext.

CA Report #071





Bertie County Library & Coop. Ext.

CA Report #071





Bertie County Library & Coop. Ext.

CA Report #071

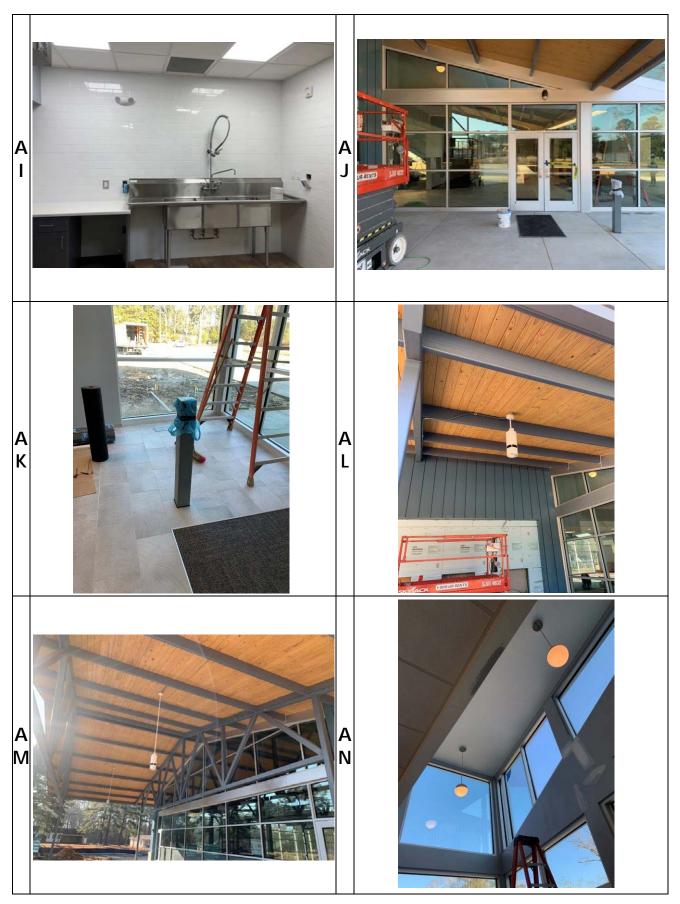




Bertie County Library & Coop. Ext.

CA Report #071

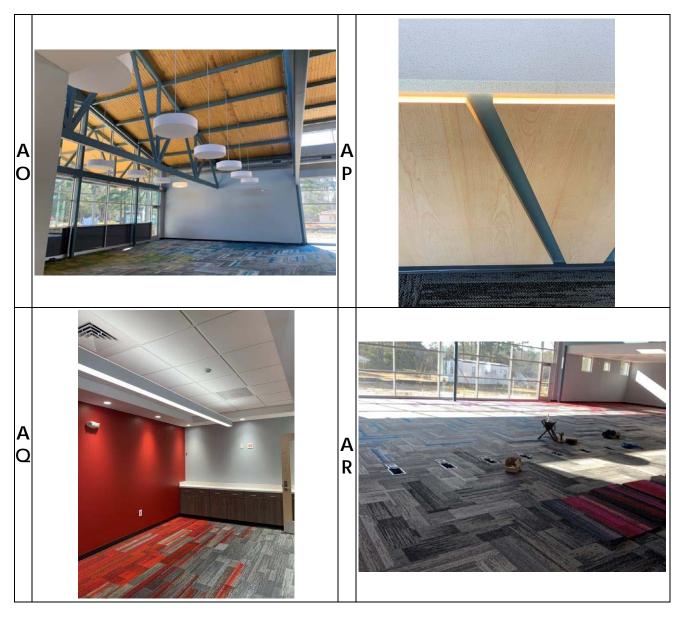




Bertie County Library & Coop. Ext.

CA Report #071





Please report any discrepancies to this office within (7) days of receipt otherwise it shall become a matter of record. If no discrepancies are reported, please distribute this document to all appropriate parties.

- END OF REPORT -

#### **CONCRETE COMPRESSIVE STRENGTH TEST REPORT**

**Report Number:** 72191109.0034

**Service Date:** 12/12/20

**Report Date:** 01/11/21 Revision 2 - 28-day results

Task:

llerraco

0940

314 Beacon Dr

Winterville, NC 28590-7956

252-353-1600

**Client** Project

MHAworks, P.A.

Attn: Albrecht McLawhorn 409 Evans St Ste C

Greenville, NC 27858-1854

Bertie County Library & Cooperative Extension Offices

NC-17 & Lancaster Ave

Windsor, NC

Project Number: 72191109

**Material Information** 

**Specified Strength:** 4,000 psi @ 28 days

**Mix ID:** 4006M

**Supplier:** CRMP Inc.

Batch Time: 0900 Plant: 20

**Truck No.:** 193 **Ticket No.:** 20091506

**Field Test Data** 

Sample Information

Sample Date: 12/12/20 Sample Time:

**Sampled By:** Linn Heverley **Weather Conditions:** Sunny and cool

Accumulative Yards: 5/18 Batch Size (cy): 10

Placement Method: Chute Water Added Before (gal): 0
Water Added After (gal): 0

Sample Location: Number 1, as indicated

**Placement Location:** Sidewalk, see the attached drawing

for locations.

Test Result Specification

Slump (in): 6
Air Content (%): 5.2
Concrete Temp. (F): 67
Ambient Temp. (F): 58

Plastic Unit Wt. (pcf): Yield (Cu. Yds.):

**Laboratory Test Data** 

Labo	ratory les	st Data				Age at	Maximum	Compressive		
Set No.	Specimen ID	Avg Diam. (in)	Area (sq in)	Date Received	Date Tested	Test (days)	Load (lbs)	Strength (psi)	Fracture Type	Tested By
1	A	4.00	12.57	12/14/20	12/19/20	7	40,405	3,220	6	BPN
1	В	4.00	12.57	12/14/20	12/19/20	7	39,845	3,170	3	BPN
						Ave	erage (7 days)	3,190		
1	C	4.00	12.57	12/14/20	01/09/21	28	52,550	4,180	2	BPN
1	D	4.00	12.57	12/14/20	01/09/21	28	55,365	4,410	2	BPN
1	E	4.00	12.57	12/14/20	01/09/21	28	53,865	4,290	2	BPN
1	F	4.00	12.57	12/14/20	01/09/21	28	53,350	4,250	5	BPN
						Aver	age (28 days)	4,280		

Initial Cure: Outside Final Cure: Moist Room

Comments: Average compressive strength of 28 day cylinders complies with the specified strength. Not tested for plastic unit

icingtii. Tw

weight.
Samples Made By: Terracon

**Services:** Obtain samples of fresh concrete at the placement locations from point of discharge, perform required field tests and cast

compressive strength samples. Samples cured in accordance with ASTM C31(Min/Max temperatures were not measured

**Terracon Rep.:** Linn Heverley **Reported To:** Mr. Will Gautier

**Contractor:** 

**Report Distribution:** 

See attached distribution list.

**Reviewed By:** 

Mike Stout
Assistant Project Manager

Test Methods: ASTM C 31, ASTM C39, ASTM C143, ASTM C172, ASTM C231, ASTM C1064, ASTM C1231

The tests were performed in general accordance with applicable ASTM, AASHTO, or DOT test methods. This report is exclusively for the use of the client indicated above and shall not be reproduced except in full without the written consent of our company. Test results transmitted herein are only applicable to the actual samples tested at the location(s) referenced and are not necessarily indicative of the properties of other apparently similar or identical materials.

#### **Distribution Page**

**Report Number:** 72191109.0034

**Service Date:** 12/12/20

Report Date: 01/11/21 Revision 2 - 28-day results

Task:

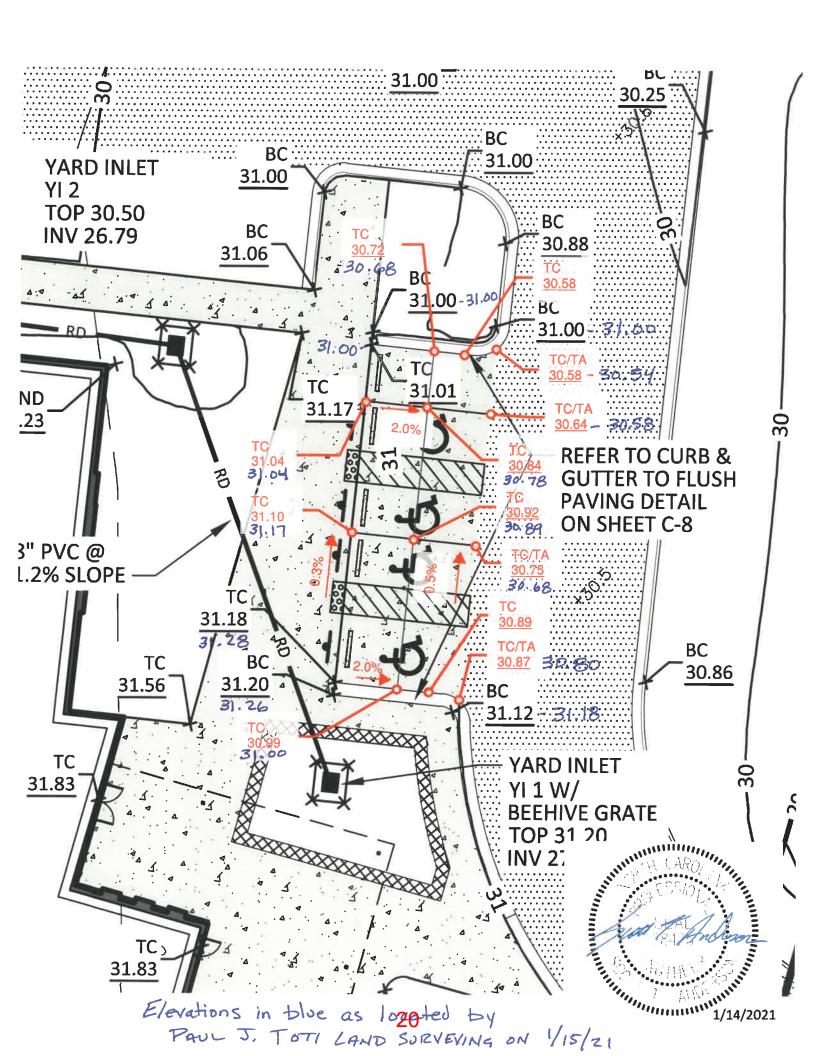
Terracon
314 Beacon Dr

Winterville, NC 28590-7956

252-353-1600

#### **Distribution List**

- (1) AR Chesson Construction Company, Inc., Katherine Roberson
- (1) AR Chesson Construction Company, Inc., Steve Richards
- (1) AR Chesson Construction Company, Inc., Will Gautier
- (1) ARK Consulting Group PLLC, Adam Tysinger
- (1) ARK Consulting Group PLLC, Scott Anderson
- (1) Bertie County NC, Chris Surgeon
- (1) Bertie County NC, Juan Vaughn II
- (1) Bertie County NC, Scott Sauer
- (1) MHAworks, P.A., Ally Gagliardo
- (1) MHAworks, P.A., Amber Idol
- (1) MHAworks, P.A., Dani Hoff
- (1) MHAworks, P.A., Matthew Johnson
- (1) RPA Engineering, PA, Mark Roy







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 1, 2021

To: Bertie County Board of Commissioners

Re: Report of 2020 unpaid real and personal property taxes and Order To Advertise

Pursuant to N.C.G.S. 105-369, attached is a report of the total amount of unpaid real and personal property taxes for tax year 2020.

Also attached is an Order to Advertise the 2020 tax liens, pursuant to N.C.G.S. 10-369©.

Jodie Rhea

Tax Administrator

Real Property Tax Bills for Bill Year 20 as of 01-19-21

			18262 records listed.	18262
18262	1,138,114.17	9,204,886.79		
1239	80,188.	603,659.45	WOODVILLE	90
5322	359,342.01	2,550,809.67	WINDSOR	80
1655	98,191.61	1,062,263.52	WHITES	70
1264	73,194.72	631,915.23	SNAKEBITE	0
1570	107,852.21	670,781.22	ROXOBEL	ហ
1975	138,084.72	1,034,770.85	MITCHELL	40
1546	68,161.50	1,057,219.32	MERRY HILL	30
693	34,990.96	229,490.82	INDIAN WOODS	) (C
2998	178,107.57	1,363,976.71	COLERAIN	10
RECORDS	Amt Due	Amount	District.	ďM,T.
NUMBER		Original		l

4003	987654321 98000000	Twp
4003 records listed.	COLERAIN INDIAN WOODS MERRY HILL MITCHELL ROXOBEL SNAKEBITE WHITES WINDSOR WOODVILLE	District.
	134,134.55 9,972.02 234,935.45 100,575.53 538,626.54 46,255.75 87,050.75 87,050.75 784,478.23 77,264.76 2,013,293.58	Original Amount
	22,938.66 1,742.96 9,375.61 26,186.22 54,354.66 2,163.75 6,263.80 36,758.88 3,498.56 163,283.10	Current Amt Due
	657 97 329 469 283 208 378 378 1325 257 257	NUMBER RECORDS

22265		980	70	50	40 40	10	Twp
22265 records listed.		WINDSOR	WHITES	ROXOBEL	MERRY HILL MITCHELL	COLERAIN INDIAN WOODS	District
	11,218,180.37	3,335,287.90 680,924.21	1,149,314.27	1,209,407.76	1,292,154.77	1,498,111.26 239,462.84	Original Amount
	1,251,609.43	385,980.84 80,158.24	92,450.16	159,540.28	74,012.96 158.925.43	192,266.34 35,266.34	Current Amt Due
	22265	6647 1496	1472 2033	1853	1875 2444	3655 790	NUMBER RECORDS

## Order to Advertise the 2020 Tax Liens

Upon receipt of the Tax Collector's report of the unpaid 2020 taxes that are a lien on real property in Bertie County, and pursuant to North Carolina General Statute 105-369(C), the Bertie County Board of County Commissioners hereby orders the Tax Collector to advertise these liens, and continue to pursue all outstanding taxes using the necessary remedies available through the North Carolina General Statutes, including bank attachments, wage and salary garnishments, sheriff levies, the NC Debt Setoff Program, and in rem foreclosure.

garmsminents, sherin levies, the NC Dept Se	eton Program, and in rem foreclosure.
This 1 <sup>st</sup> day of February, 2021	
	Tammy Lee, Chairman
	Bertie County Board of Commissioners
(SEAL)	
Juan Vaughan II, Clerk to the Board	
Bertie County Board of Commissioners	



A-4

# ARHS Novel Coronavirus (COVID-19) Situation Report #52

January 22, 2021 PLEASE NOTE NEW FORMAT & SEE ADDITIONS/ UPDATES IN RED

This is a rapidly evolving situation. The most up to date information and guidance can be found at

- <a href="https://www.arhs-nc.org">https://www.arhs-nc.org</a>
- https://www.cdc.gov/coronavirus/2019-ncov/index.html
- https://www.ncdhhs.gov/coronavirus

#### **Contents**

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Signs and Symptoms	3
Clinical Information/ Testing	4
Isolation Guidance	5
Quarantine Guidance	5
Prevention & Treatment	5
Vaccine & Clinic Information	6
ARHS Contact Information	10

# **Regional Data**

Web-reported data and local investigation data as of 1/22/2021 at 3:00 pm

	Lab Confirmed Case Count	Active (Lab	Recovered (Lab Confirmed)	Deaths	Additional Info
United States (pm		Confirmed)			https://www.cdc.gov/coronavirus/2019-ncov/cases-updates/cases-
update)	24,323,846			404,689	in-us.html
Virginia (10 am update)	463,751			6,002	http://www.vdh.virginia.gov/coronavirus/
North Carolina (noon update)	705,535			8,464	3,512 hospitalizations <a href="https://www.ncdhhs.gov/covid-19-case-count-nc">https://www.ncdhhs.gov/covid-19-case-count-nc</a>
Bertie	1457	122	1302	33	
Camden	434	110	319	5	
Chowan	1091	153	914	24	
Currituck	992	202	778	12	
Gates	499	142	345	12	
Hertford	1704	93	1557	54	
Pasquotank	2483	317	2099	67	
Perquimans	706	70	630	6	
ARHS – Region Total	9366	1209	7944	213	

Please keep in mind case counts DO NOT represent true disease burden.

# **Outbreaks**

Outbreaks	County	Staff	Residents	Inmates	Total	Recovered *May be included in Cty # not here	Deaths
Bertie Correctional	Bertie	31		39	70		
Brian Center Windsor (2nd Event)	Bertie	20	23		43		3
Three Rivers LTCF (3rd event)	Bertie	20	34		54		7
Chowan Rivers (3rd event)	Chowan	13	5		18		
Accordius Health LTCF	Gates	28	48		76		6
Ahoskie Assisted Living	Hertford	11	8		19	4	3
Creek Side LTCF Ahoskie	Hertford	38	90		128	108	18
Citadel of EC	Pasquotank	9	14		23		2
Elizabeth City Health & Rehab (3rd event)	Pasquotank	49	91		140	50	21
Pasquotank Corrections (2nd event)	Pasquotank	4		19	23		
Brian Center Hertford (2nd event)	Perquimans	6	16		22		

### **Current Executive Order/ Guidance Overview**

https://www.nc.gov/covid-19/covid-19-orders

- Face coverings are required in all public indoor settings if there are non-household members present, regardless of the distance away
- The Mass Gathering limit remains at 10 for indoor settings and 50 for outdoor settings
- Curfew for all from 10:00 p.m. to 5:00 a.m.
- Late night alcohol sales are still prohibited from 9:00 p.m. to 7:00 a.m.
- Venue Capacity Limits:
  - o Places of Worship Open
  - o Parks & Rec Open
  - Restaurants, Salons, Personal Care 50% Capacity
  - Gyms/ Indoor Exercise 30% Capacity
  - o Playground Open
  - o Museums 50% Capacity
  - Retail Businesses 50% Capacity
  - o Pools 50% Capacity
  - Large Outdoor Venues 7% Capacity
  - o Smaller Outdoor Venues 30% of outdoor capacity or 100, whichever less
  - o Move Theaters & Conference Centers Indoor at 30% of capacity or 100, whichever less
  - o Bars Outdoor only at 30% of capacity, or 100, whichever less
  - Outdoor Amusement Parks 30% Occupancy
- Schools may operate under Plan A for K-5 and Plan B for 6-12
- Secretarial Order advising people to stay home except for essential activities.

# **Signs and Symptoms**

People with COVID-19 have had a wide range of symptoms reported – ranging from mild symptoms to severe illness.

People with COVID-19 have had a wide range of symptoms reported – ranging from mild symptoms to severe illness. Symptoms may appear 2-14 days after exposure to the virus. People with these symptoms may have COVID-19:

- Fever or chills
- Cough
- Shortness of breath or difficulty breathing
- Fatigue
- Muscle or body aches
- Headache
- New loss of taste or smell
- Sore throat
- Congestion or runny nose
- Nausea or vomiting
- Diarrhea

This list does not include all possible symptoms. CDC will continue to update this list as we learn more about COVID-19.

We continue to learn more about asymptomatic spread as individuals may shed virus 1 to 3 days prior to symptom onset, and present with extremely mild or no symptoms at all.

https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html

# **Clinical Information/ Testing**

Clinical Testing Guidance: <a href="https://files.nc.gov/covid/documents/guidance/healthcare/COVID-19-">https://files.nc.gov/covid/documents/guidance/healthcare/COVID-19-</a>
Provider-Guidance-Final.pdf

Antigen Testing Guidance: <a href="https://files.nc.gov/covid/documents/guidance/healthcare/Antigen-Provider-Update.pdf">https://files.nc.gov/covid/documents/guidance/healthcare/Antigen-Provider-Update.pdf</a>

#### **ARHS Testing Schedule:**

NOTE: Please call to confirm testing schedule as times may changes due to vaccination clinics.

Pasquotank County Health Department 252-338-4400  Testing available: Thursday 1:30-3:30 pm	Perquimans County Health Department 252-426-2100  Testing available: Tuesday 1:30-3:30 pm	Camden County Health Department 252-338-4460 Testing available: Thursday 1:30-3:30 pm	Chowan County Health Department 252-482-6003  Testing available: Monday 1:30-3:30 pm
Currituck County Health Department 252-232-2271 Testing available: Wednesday 1:30-3:30 pm	Bertie County Health Department 252-794-5322 Testing available: Wednesday 1:30-3:30 pm	Gates County Health Department 252-357-1380 Testing available: Monday 1:30-3:30 pm	Hertford County Health Department 252-862-4054 Testing available: Tuesday 1:30-3:30 pm

ARHS is collaborating with OptumServe to provide additional, no-cost COVID-19 testing sites in Bertie, Hertford, Gates, and Chowan counties. This contract has been extended through December. You may register and make an appointment for testing by visiting <a href="https://lhi.care/covidtesting">https://lhi.care/covidtesting</a> or by calling (877) – 562-4850.

Bertie County – Bertie Early	Gates County -	Chowan County – American
College	New Hope Missionary Baptist	Legion, 1317 W Queen St,
819 Governor's Rd. Windsor, NC	Church, 94 NC-37, Gates, NC	Edenton, NC 27932
27983	27937	Testing available:
Testing available:	Testing available:	
		Monday, Thursday, & Saturday –
Monday, Thursday, & Saturday –	Monday, Thursday, & Saturday –	10 a.m. – 2 p.m. Tuesday &
10 a.m. – 2 p.m. Tuesday &	10 a.m. – 2 p.m. Tuesday &	Friday 1 - 5 p.m.
Friday 1 - 5 p.m.	Friday 1 - 5 p.m.	
	College 819 Governor's Rd. Windsor, NC 27983 Testing available:  Monday, Thursday, & Saturday – 10 a.m. – 2 p.m. Tuesday &	College  819 Governor's Rd. Windsor, NC 27983  Testing available:  Monday, Thursday, & Saturday – 10 a.m. – 2 p.m. Tuesday &  New Hope Missionary Baptist Church, 94 NC-37, Gates, NC 27937  Testing available:  Monday, Thursday, & Saturday – 10 a.m. – 2 p.m. Tuesday &

#### **Isolation Guidance**

If an individual receives a positive test result or suspects COVID-19, they are to remain isolated until the individual can answer **yes** to **all three** of these questions:

- 1. Has it been at least <u>10</u> days since you first had symptoms? (Please note this timeframe has been changed from 7 to 10)
- 2. Have you been without fever for 24 hours without any medicine for fever?
- 3. Are your other symptoms improved?

### **Quarantine Guidance**

https://www.cdc.gov/coronavirus/2019-ncov/more/scientific-brief-options-to-reduce-quarantine.html

Definition of a Close Contact, who if identified would need to quarantine:

- Within 6 ft of someone who has COVID for a total of 15 minutes or more (cumulative, 24 hr period)
- Provided care at home to someone who is sick with COVID
- Direct physical contact with the person (hug or kiss)
- Shared eating or drinking utensils
- They sneezed, coughed, or somehow got respiratory droplets on you

Contact must occur while the individual is symptomatic or 48 hrs prior to symptom onset to be placed on guarantine.

In the general community, quarantine can be ended if any of the following criteria are met:

- 14 days of quarantine have been completed
- 10 days of quarantine have been completed AND no symptoms have been reported during daily monitoring
- 7 days of quarantine have been completed AND no symptoms have been reported during daily monitoring AND a diagnostic specimen tests negative within 48 hours of the planned quarantine discontinuation (no earlier than day 5 after last contact).

If quarantine is discontinued before day 14, the individual must continue to monitor symptoms and strictly adhere to all non-pharmaceutical interventions (e.g. wear a mask, practice social distancing) through 14 days after the date of last exposure.

#### **Prevention & Treatment**

There is currently no vaccine to prevent COVID-19 infection. The best way to prevent infection is to avoid being exposed to this virus. However, as a reminder, CDC always recommends everyday preventive actions to help prevent the spread of respiratory viruses, including:

- Avoid close contact with people who are sick.
- Avoid touching your eyes, nose, and mouth.
- Stay home when you are sick.
- Cover your cough or sneeze with a tissue, then throw the tissue in the trash.
- Clean and disinfect frequently touched objects and surfaces using a regular household cleaning spray or wipe.

- CDC is offering guidance on Cloth Face Coverings: <a href="https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/diy-cloth-face-coverings.html">https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/diy-cloth-face-coverings.html</a> Cloth face coverings are more widely promoted in situations where social distancing may be difficult, but are not a replacement for other precautions and measures. See also 3W campaign.
- Wash your hands often with soap and water for at least 20 seconds, especially after going to the bathroom; before eating; and after blowing your nose, coughing, or sneezing.
  - o If soap and water are not readily available, use an alcohol-based hand sanitizer with at least 60% alcohol. Always wash hands with soap and water if hands are visibly dirty.

#### Vaccine & Clinic Information

With the amazing assistance of regional partners ARHS was able to administer all vaccine that has been allocated to the health departments to date.

	Vaccines Administered	
Bertie	2270	
Camden	1070	
Chowan	2230	
Currituck	4030	
Gates	1360	
Hertford	1870	
Pasquotank	5285	
Perquimans	2500	
	20615	

PLEASE MONITOR THE ARHS WEBPAGE FOR VACCINE CLINIC REGISTRATION AND INFORMATION.

ARHS will be holding COVID -19 vaccine first and second dose clinics for the week of January 25-28<sup>th</sup>. Vaccine clinics will have set hours and set vaccine doses available, and will be provided on a first come, first served basis. ARHS is receiving vaccine weekly and are working to establish clinics to meet demand region wide based on current priority groups.

#### **Second Dose Clinics:**

Albemarle Regional Health Services and county partners will hold drive through Pfizer second dose clinics as noted on the schedule below.

First dose vaccinations will NOT be provided at these clinics. Clinics are open to individuals who received their first dose of the Pfizer vaccine on or before Thursday, January 7. The date on your card noting when your second dose is due is the <u>suggested date</u> you should receive your second dose. It can be administered after that date, or four days prior to that date. The series will not need to be restarted if you receive it after that date.

You will need to bring the vaccine card you received with your first dose with you to this clinic. If you do not have your card, you may experience additional delays, or may be turned away and rescheduled because we have to verify your first dose for your safety.

## **ARHS Second Dose Clinic Pasquotank County – Pfizer**

County	Location	Monday, January 25	Tuesday, January 26
Pasquotank	College of The Albemarle	9 -11:30 a.m.	9 -11:30 a.m.
	1208 N Road St,	1-4 p.m.	1-4 p.m.
	Elizabeth City, NC 27909		

## Second Dose Clinic Currituck County - Pfizer

County	Location	Tuesday, January 26
Currituck	Maple Park	9 -11:30 a.m.
	208 Airport Road,	1-4 p.m.
	Maple NC 27956	

## **First Dose Clinics:**

Albemarle Regional Health Services and county partners will hold drive through Moderna first dose clinics as noted on the schedule below. Again, vaccine clinics will have set hours and set vaccine doses available, and will be provided on a first come, first served basis. ARHS is receiving vaccine weekly and are working to establish clinics to meet demand region wide based on current priority groups.

#### THE CURRENT PRIORITY GROUPS ARE:

- HEALTHCARE WORKERS (Group 1)
- INDIVIDUALS 65 and OLDER (Group 2)

We are asking that only individuals who live in the ARHS region AND meet these priority groups attend this clinic. Please help us meet the needs of our community by adhering to this guidance and supporting our Public Health and Public Safety workforce as they work to vaccinate our communities.

NC DHHS priority groups can be found at this site: https://covid19.ncdhhs.gov/vaccines

## ARHS First Dose Clinics Wednesday, January 27, 2021

County	Location	Wednesday, January 27
Bertie	Bertie County High School 715 US HWY 13 North Windsor, NC 27983	9 -11:30 a.m. 1-4 p.m.
Camden	Camden Intermediate School - 123 Noblitt Dr. Camden, NC 27921	9 -11:30 a.m. 1-4 p.m.

County	Location	Wednesday, January 27
Chowan	American Legion 1317 W Queen St.	9 -11:30 a.m.
	Edenton, NC 27932	1-4 p.m.
Pasquotank	Pasquotank County High	9 -11:30 a.m.
	School 1064 Northside Rd.	1-4 p.m.
	Elizabeth City, NC 27909	

# ARHS First Dose Clinics Thursday, January 28, 2021

County	Location	Thursday, January 28
Currituck	Maple Park	9 -11:30 a.m.
	208 Airport Road	1-4 p.m.
	Maple NC 27956	·
Gates	Gates County Health Department	9 -11:30 a.m.
	29 Medical Center Rd.	1-4 p.m.
	Gates, 27937	
Hertford	Ahoskie Creek Amphitheater	9 -11:30 a.m.
	125 Edgewood Dr.	1-4 p.m.
	Ahoskie, NC 27910	
Pasquotank	College of The Albemarle	9 -11:30 a.m.
	1208 N Road St.	1-4 p.m.
	Elizabeth City, NC 27909	
Perquimans	Perquimans County	9 -11:30 a.m.
	Recreation Center	1-4 p.m.
	Granby St., Hertford, NC 27944	

## STATE PRIORITY GROUPS: <a href="https://covid19.ncdhhs.gov/vaccines">https://covid19.ncdhhs.gov/vaccines</a>



#### Additional Links for Vaccine Information:

- The <u>COVID-19 vaccination website for healthcare professionals</u> has been updated to direct healthcare professionals to clinical information including ACIP recommendations, storage and handling information, and vaccination provider requirements and support.
- The new <u>Pfizer-BioNTech COVID-19 Vaccine webpage</u> has information specific to Pfizer's vaccine, including resources to assist providers in storing, handling, and administering the vaccine. The materials now available on the webpage are attached to this email. Currently the page contains storage and handling information, and tomorrow we will update it with administration information; we are working to align this information with ACIP's clinical recommendations that will be released then.
- Moderna Info Sheet: <a href="https://www.modernatx.com/covid19vaccine-eua/eua-fact-sheet-recipients.pdf">https://www.modernatx.com/covid19vaccine-eua/eua-fact-sheet-recipients.pdf</a>
- CDC's COVID-19 vaccine information for consumers, including:
  - What to expect at your vaccination appointment
  - What to expect after getting vaccinated
  - Post-vaccination considerations for healthcare personnel
  - Post-vaccination considerations for long-term care residents
- NC Resources
  - Fact Sheet COVID-19 Vaccine Update (December 14, 2020)
  - Flyer COVID-19 Vaccines: Your best shot against COVID-19
  - Infographic Vaccine Development Process
  - Infographic Vaccination Rollout Plan
  - Link Frequently Asked Questions
  - Presentation COVID-19 Vaccination Overview
  - Videos on Vaccine Rollout
    - NCDHHS Secretary Mandy Cohen shares information on the COVID-19 vaccine rollout plan (45-second, 30-second)
    - NCDHHS Deputy Secretary Ben Money shares information on the COVID-19 vaccine rollout plan (link)
  - Videos for Long-Term Care
    - North Carolina long-term care workers share their reason for taking the newly developed COVID-19 vaccine. (90-second, 60-second, 30-second)
    - NCDHHS Secretary Mandy Cohen shares information on the COVID-19 vaccine rollout plan long-term care facility workers (60-second,
    - NCDHHS Secretary Mandy Cohen shares information on the COVID-19 vaccine rollout plan for families of long-term care residents (link)
    - NCDHHS Deputy Secretary Ben Money shares information on the COVID-19 vaccine rollout plan for long-term care facilities (60-second, 30-second)

More detailed information is available at yourspotyourshot.nc.gov and in the resources below:

- Infographic of Vaccine Phases (English / Spanish)
- Deeper Dive: Phase 1a (English / Spanish)
- Deeper Dive: Phase 1b (English / Spanish Coming)

#### **ARHS Contact Information**

#### ARHS COVID Call Line – 252-338-WELL

#### **ARHS Department Contacts**

#### \*\*FOR PUBLIC USE\*\*

Department	Phone	Address
Pasquotank Health Department	252-338-4400	711 Roanoke Ave, Elizabeth City
(Supervisor Amy Rosenberger)		
Perquimans Health Department	252-426-2100	103 ARPDC St., Hertford
(Supervisor Laura Harkins)		
Camden Health Department	252-338-4460	160 US 158, BLDG B, Camden
(Supervisor Sherry East)		
Chowan Health Department	252-482-6003	202 Hicks St., Edenton
(Supervisor Janette Palumbo)		
Currituck Health Department	252-232-2271	2795 Caratoke Highway, Currituck
(Supervisor Nicole Hines)		
Bertie Health Department	252-794-5322	102 Rhodes Ave., Windsor
(Supervisor Sara Davidson)		
Gates Health Department	252-357-1380	29 Medical Center Rd., Gates
(Supervisor Karen Riddick)		
Hertford Health Department	252-862-4054	828 S. Academy St., Ahoskie
(Supervisor Valerie Pearce)		

#### ARHS Management/Leadership Contacts

#### \*\*FOR OFFICIAL USE ONLY\*\*

Name	Position/ Title	Email	Office Phone	Cell Phone
Battle Betts	Health Director	bbetts@arhs-nc.org	252-338-4404	252-506-6193
Amy Underhill	PIO/ Health Ed Director	aunderhill@arhs-	252-338-4448	252-398-2680
		nc.org		
Nancy Nash	Nursing Director	nnash@arhs-nc.org	252-338-4411	252-339-9491
Sandra	Clinic Supervisor	sandra.ferebee@arhs-	252-338-4412	252-312-9981
Ferebee		nc.org		
Anita LaFon	Clinic Supervisor	alafon@arhs-nc.org	252-338-4435	252-325-0242
Ashley Stoop	Dir. Policy, Planning,	astoop@arhs-nc.org	252-337-6716	252-312-4952
	Preparedness			



## **Bertie County**

#### **Board of Commissioners**

#### ITEM ABSTRACT

**MEETING DATE**: February 1, 2021

**SECTION**: Board Appointments

**DEPARTMENT**: Governing Body

#### **TOPICS**:

1. Juvenile Crime Prevention Council (JCPC)

2. East Carolina Behavioral Health – Northern Regional Advisory Board (ECBHNRAB)

**COUNTY MANAGER RECOMMENDATION OR COMMENTS**: Former Commissioner, Senator Bazemore was appointed to these Boards.

**SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S)**: Discussion and appointments needed.

**ATTACHMENTS:** Yes

**LEGAL REVIEW PENDING: N/A** 

ITEM HISTORY: ---



## **Bertie County**

#### **Board of Commissioners**

#### ITEM ABSTRACT

**MEETING DATE**: February 1, 2021

**SECTION**: Consent (C-1 to C-5)

**DEPARTMENT**: Governing Body

**TOPICS**:

1. Approve Register of Deeds Fees Report – December 2020

2. Tax Release Journal – December 2020

3. FY 2020-2021 Senior Center General Purpose Agreement

4. Budget Amendments

5. Approve Order to Advertise Unpaid Taxes

**COUNTY MANAGER RECOMMENDATION OR COMMENTS**: Recommend approval.

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

**ATTACHMENTS:** Yes, see each particular agenda item.

**LEGAL REVIEW PENDING: N/A** 

ITEM HISTORY: ---





Annie F. Wilson Register of Deeds

### Bertie County Register of Deeds

P.O. Box 340 Windsor, NC 27983 252-794-5309 www.bertie-live.inttek.net

#### NORTH CAROLINA BERTIE COUNTY

TO: THE BOARD OF COUNTY COMMISSIONERS:

Agreeable to and in compliance with Chapter 590 of the Public Local Laws of North Carolina, Sessions 1913, I beg leave to submit the following statement of all fees, commissions, etc. of any kind collected by me as Register of Deeds for the month of <a href="DECEMBER 2020">DECEMBER 2020</a> and for an itemized statement thereof, I respectfully refer you to the following books in my office.

#### **AMOUNT SUBJECT TO GS 161-50.2**

10-0030-4344-01 10-0030-4344-03	REAL ESTATE REGISTRATION	\$4,769.20 \$1,211.00
10-0050-4839-02	MISCELLANEOUS(NOTARY OATHS/PHOTO COPIES, ETC)	\$275.70
10-0030-4344-04	NO. MARRIAGE LICENSE <u>6</u> @60.00	\$360.00
		\$6,615.90
10-0018-4240-01 10-0030-4344-10	N. C. STATE EXCISE STAMP TAX	\$6,433.00 \$799.80 \$28.00 <b>\$13,876.70</b>
10-0000-1251-00	A/R IN/OUT(REFUND)	\$13,876.70

REGISTER OF DEEDS - BERTIE COUNTY

FOR INFORMATIONAL PURPOSES





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

Fax: (252) 794-5357

January 8, 2020

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 **December** and this request for your approval is made pursuant to a "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

#### Balance a Group

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Group: RLS\*20\*366

Type: A Abatement/Relea

Status: O Open

Group Total: Group Transaction Count: 17 \$2,150.20-

Transactions Total: Transaction File Count: 17 \$2,150.20-

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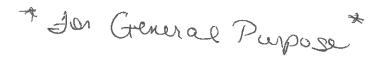
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# CONTRACT FOR AGING SERVICES PROVIDED THROUGH THE OLDER AMERICANS ACT AND STATE APPROPRIATED FUNDS FROM THE NORTH CAROLINA DIVISION OF AGING

#### July 1, 2020 through June 30, 2021

This Agreement, entered into as of this 1<sup>st</sup> day of July 2020, by and between the County of Bertie (hereinafter referred to as the "provider") and the Mid-East Commission Area Agency on Aging (hereinafter referred to as the "MEC").

#### Witnesseth That:

WHEREAS, the MEC and the provider agree to the terms and conditions for provision of aging services in connection with activities financed in part by Older Americans Act grant funds, provided to the MEC from the United States Department of Health and Human Services through the North Carolina Division of Aging and Adult Services (DAAS) and state appropriations made available to the MEC through the North Carolina Division of Aging and Adult Services, as set forth in a) this document, b) the Division of Aging and Adult Services Service Standards Manual, Volumes I through IV, and, c) the Division of Aging and Adult Services Community Service Providers Monitoring Guidelines.

NOW THEREFORE, in consideration of these premises, and mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

- Availability of Funds. The terms set forth in this Agreement for payment are contingent upon the receipt of funding by the MEC.
- 2. <u>Grant Administration</u>. The grant administrator for MEC shall be Bryant Buck, Executive Director. The grant administrator for the provider shall be Venita Thompson, Director. It is understood and agreed that the grant administrator for the provider shall represent the provider in the performance of this Agreement. The provider shall notify the MEC in writing if the administrator changes during the grant period. Specific responsibilities of the grant administrator for the provider are provided in paragraph six (6) of this Agreement.
- 3. <u>Scope of Services:</u> The provider shall do, perform, and carry out in a satisfactory and proper manner, as determined by the MEC, the agreements and assurances required in the request for proposal.

<u>Services</u>	Federal/State <u>Dollars</u>	Local <u>Match</u>
General Purpose (176)	\$3,505	\$1,168

The provider shall submit an annual report to the MEC no later than July 14, 2021. Services authorized through this agreement shall be undertaken and pursued in such sequence as to assure their expeditious completion. All services required hereunder shall be completed by June 30, 2021. No state funds can be dispersed after the close of the fiscal year. Projected June expenditures must be reported with May services reported in June.

- 4. <u>Assignability and Contracting</u>. The provider shall not assign all or any portion of its interest in this Agreement. Any purchase of services with grant funding shall be carried out in accordance with the procurement and contracting policy of the provider or, where applicable, the MEC, which does not conflict with procurement and contracting requirements contained in 45 CFR 92.36. Federal funds shall not be awarded to any subreceipients who have been suspended or debarred by the Federal government. In addition, Federal funds may not be used to purchase goods or services from a vendor that has been suspended or debarred from Federal grant programs.
- 5. <u>Compensation and Payments to the Provider</u>. The provider shall be compensated for the work and services actually performed under this Agreement by payments to be made by the MEC. Total reimbursement to the provider under this Agreement may not exceed the grand total of available funding.
  - (a) <u>Reimbursement of Service Costs.</u> Reimbursements of service costs are carried out as provided in Section 3 of the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers, revised February 17, 1997.
- 6. Reallocation of Funds and Budget Revisions. Any reallocation of funding between providers shall be voluntary on the part of the provider and shall be effective only for the period of the Agreement. The reallocation of funds between providers will not affect the allocation of future funding to the provider. If during the performance period of the Agreement, the MEC determines that a portion of the funds will not be expended; the grant administrator for the provider shall be notified in writing by the MEC and given the opportunity to make funds available for reallocation to other providers in the Planning and Service Area or elsewhere in the state.

Providers may request budget revisions during the period of the agreement, with final budget revisions due to the MEC no later than May 1, 2021.

Unless community services providers have been given the capacity to enter data into the Aging Resources Management System (ARMS), Area Agencies on Aging are responsible for entering amended service data into the Division of Aging Management Information System, as specified in the N.C. Division of Aging Home and Community Care Block Grant Procedures Manual for Community Service Providers, revised February 17, 1997.

Monitoring. This Agreement will be monitored to assure that services are being provided in compliance with the N.C. Division of Aging Service Standards Manual, dated July 1, 1992, and the N.C. Division of Aging Home and Community Care Block Grant Procedures Manual for Community Service Providers, revised February 17, 1997. Further, compliance with updated monitoring requirements, as specified in Office of Management and Budget (OMB) Circular A-133 and NC General Statute 143-6. shall be carried out. Monitoring shall also include compliance with conflict of interest requirements. Monitoring requirements are discussed in DOA Administrative Letter No. 03-14 (11/5/03). Private non-profit service providers will be monitored to ensure compliance with conflict of interest policies, as stated in DOA Administrative Letter No. 03-14.

The monitoring of services provided under this Agreement shall be carried out by the MEC in accordance with its Assessment Plan and/or by the DAAS regional Adult Program Representatives in accordance with the parameters of the interagency agreement established between the Division of Aging and the Division of Social Services, as provided in DOA Administrative Letter No. 98-13.

Providers will receive a written report of monitoring findings in accordance with procedures established in Section 308 of the AAA Policies and Procedures Manual (July, 1994) and DOA Administrative Letter No. 98-13. Any areas of non-compliance will be addressed in a written corrective action plan with the provider.

8. <u>Disputes and Appeals</u>. Any dispute concerning a question of fact arising under this Agreement shall be identified to the designated grant administrator for the MEC. In accordance with Lead Regional Organization (LRO) policy, a written decision shall be promptly furnished to the designated grants administrator for the provider.

The decision of the LRO is final unless within twenty (20) days of receipt of such decision the provider furnishes a written request for appeal to the Director of the North Carolina Division of Aging and Adult Services, with a copy sent to the MEC. The request for appeal shall state the exact nature of the complaint. The Division of Aging and Adult Services will inform the provider of its appeal procedures and will inform the MEC that an appeal has been filed. Procedures thereafter will be determined by the appeals process of the Division of Aging and Adult Services. The state agency address is as follows:

Director
North Carolina Division of Aging and Adult Services
2101 Mail Service Center
693 Palmer Drive
Raleigh, North Carolina 27699-2101

9. <u>Termination for Cause</u>. If through any cause, the provider shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or the provider has or shall violate any of the covenants, agreements, representations or stipulations of this Agreement, the MEC

shall have the right to terminate this Agreement by giving the provider written notice of such termination to the provider and specifying the effective date thereof. The date of notice shall be at least five (5) working days before MEC effective date of such termination. In such event, all documents and other materials collected or produced under this Agreement shall at the option of the MEC, become its property. The provider shall be entitled to receive just and equitable compensation for any work satisfactorily performed under this Agreement.

10. Audit. The Community Service Provider agrees to have an annual independent audit in accordance with North Carolina General Statutes, North Carolina Local Government Commission requirements, Division of Aging and Adult Services Program Audit Guide for Aging Services and Federal Office of Budget and Management (OMB) Circular A-133.

Community service providers must provide a copy of their year end financial statements, and any required audit, to the MEC on Aging. Community service providers, as specified in paragraph one (1) are subject to audit and fiscal reporting requirements as stated in NC General Statute 143-6 and OMB Circular a-133, where applicable. Home and Community Care Block Grant providers are not required to submit Activities and Accomplishments Reports. For-profit corporations are not subject to the requirements of OMB Circular A-133, but are subject to NC General Statute 143-6 and Yellow Book audit requirements, where applicable. Federal funds may not be used to pay for a Single or Yellow Book audit unless it a federal requirement. State funds will not be used to pay for a Single or Yellow Book audit if the provider receives less than \$500,000 in state funds. The Department of Health and Human Services will provide confirmation of federal and state expenditures at the close of the state fiscal year. Information on audit and fiscal reporting requirements can be found at http://www.ncgrants.gov.

The following provides a summary of reporting requirements under NCGS 143-6 and OMB Circular A-133 based upon funding received and expended during the service provider's fiscal year.

11. Audit/Assessment Resolutions and Disallowed Cost. It is further understood that the community service providers are responsible to the MEC for clarifying any audit exceptions that may arise from any MEC assessment, county or community service provider single or financial audit, or audits conducted by the State or Federal Governments. In the event that the MEC or the Department of Health and Human Services disallows any expenditure made by the community service provider for any reason, the Community Service Provider shall promptly repay such funds to the MEC once any final appeal is exhausted in accordance with paragraph nine (9). The only exceptions are if the MEC is designated as a community service provider through the County Funding Plan or, if as a part of a procurement process, the MEC on Aging enters into a contractual agreement for service provision with a provider which is in addition to the required County Funding Plan formats. In these exceptions, the MEC is responsible for any disallowed costs. The County or MEC can recoup any required payback from the community service provider in the event that payback is due to a community service provider's failure to meet OMB Circular A-122 requirements, requirements of A-110,

- requirements of 45CFR, Part 1321, and 45CFR, Part 92, or state eligibility requirements as specified in policy.
- 12. <u>Indemnity</u>. The provider agrees to indemnify and save harmless the MEC, its agents, and employees from and against any and all loss, cost, damages, expenses, and liability arising out of performance under this Agreement to the extent of errors or omissions of the provider.
- 13. <u>Equal Employment Opportunity and Americans with Disabilities Act Compliance</u>. The provider shall comply with all federal and state laws relating to equal employment opportunity and accommodation for disability.
- 14. <u>Data to be Furnished to the Provider</u>. All information which is existing, readily available to the MEC without cost and reasonably necessary, as determined by the MEC's staff, for the performance of this Agreement by the provider shall be furnished to the provider without charge by the MEC. The MEC, its agents and employees, shall fully cooperate with the provider in the performance of the provider's duties under this Agreement.
- 15. Rights in Documents, Materials and Data Produced. The provider agrees that at the discretion of the MEC, all reports and other data prepared by or for it under the terms of this Agreement shall be delivered to, become and remain the property of the MEC upon termination or completion of the work. Both the MEC and the provider shall have the right to use same without restriction or limitation and without compensation to the other. For the purposes of this Agreement, "data" includes writings, sound recordings, or other graphic representations, and works of similar nature. No reports or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the provider.
- 16. <u>Interest of the Provider</u>. The provider covenants that neither the provider nor its agents or employees presently has an interest, nor shall acquire an interest, direct or indirect, which conflicts in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the service hereunder in an impartial and unbiased manner.
- interest of Members of the MEC, Lead Regional Organization, and Others. No officer, member, or employee of the MEC, and no public official of any local government which is affected in any way by the Project, who exercises any function or responsibilities in the review or approval of the Project or any component part thereof, shall participate in any decisions or provisions of service relating to this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; nor shall any such persons have any interest, direct or indirect, in this Agreement or the proceeds arising therefrom.

- 18. Officials not to Benefit. No member of or delegate to the Congress of the United States of America, resident Commissioner or employee of the United States Government, shall be entitled to any share or part of this Agreement or any benefits to arise here from.
- 19. <u>Prohibition Against Use of Funds to Influence Legislation</u>. No part of any funds under this Agreement shall be used to pay the salary or expenses of any employee or agent acting on behalf of the provider to engage in any activity designed to influence legislation or appropriations pending before Congress.
- 20. <u>Applicable Law.</u> This Agreement is executed and is to be performed in the State of North Carolina, and all questions of interpretation and construction shall be construed by the laws of such State.
- 21. <u>Disaster Assistance</u>: In the event that elderly individuals are endangered by the occurrence of a tornado, fire, flood, severe temperature extremes, or other disaster related situation, the provider shall cooperate with requests for assistance from the MEC.
- 22. <u>Attendance at MEC Meetings</u>: The provider shall attend any committee; special meeting; or staff development training being held by the MEC to include the Regional Advisory Committee.

In witness whereof, the MEC and the provider have executed this Agreement as of the day first written above.

#### BERTIE COUNTY

Attest:

Date: 12-22-2020	Title: Manager  Date: 12/22/20
	MEC
Annette Eubanks Area Agency on Aging Director	By: N. Bryant Buck Executive Director
Date: 11 18 2020	Date: 11/18/2020

Provision for payment of the monies to fall due under this Agreement within the current fiscal year have been made by appropriation duly authorized as required by the Local Government Budget and Fiscal Control Act.

BY: Date: 11/18/2020



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		# 21-02			
	INCREASE				INCREASE
10-0025-4586-05	\$ 3,50		10-5860-5399-10	\$	4,673
10-0090-4991-99	\$ 1,168			<u> </u>	
SETUP BUDGET FOR	SR CENTER GENE	RAL PURPOSE	MONEY (APPROVE	)	, 2020)
	INCREASE				INCREASE
10-0025-4417-08	\$ 5,712	2	10-4170-5399-19	\$	5,712
SETUP CTCL GRANT	(CENTER FOR TEC	H AND CIVIC L	IFE)	1	
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	INCREASE				INCREASE
10-0025-4586-50	\$ 6,686	HDM	10-5860-5397-51	\$	5,986
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			# 21-02			
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10-0025-4586-05	\$	3,505		10-5860-5399-10	\$	4,673
10-0090-4991-99	\$	1,168				
SETUP BUDGET FOR	SR CE	NTER GENER	AL PURPOS	E MONEY (APPROVED	)	, 2020)

meets certification status. Uncertified, identified centers will receive one share.

For FY 2020-2021, total funding available to the counties in Region Q will amount to **Bertie County Council on Aging**. Effective period: July 1, 2020-June 30, 2021.

Your center is eligible to receive:

FY 20-21	Senior Center General Purpose Funding	\$_3,505
	Local Match (25%)	\$_1,168
	TOTAL	\$_4,673

It is the responsibility of the applicant to certify the availability of the local match. The funds require a 25% local match. The funds must be spent first before reimbursed and before <u>June 30, 2021</u>. Therefore, projected June expenditures must be reported with May services reported in June otherwise the unutilized portion of your allocation will revert to the state.

Application submissions should include:

- (1) A completed description of proposed activities (add additional pages as needed).
- (2) Certification of the availability of local match.
- (3) A budget for senior center general purpose activities.



## CONTRACT FOR AGING SERVICES PROVIDED THROUGH THE OLDER AMERICANS ACT AND STATE APPROPRIATED FUNDS FROM THE NORTH CAROLINA DIVISION OF AGING

#### July 1, 2020 through June 30, 2021

This Agreement, entered into as of this 1<sup>st</sup> day of July 2020, by and between the County of Bertie (hereinafter referred to as the "provider") and the Mid-East Commission Area Agency on Aging (hereinafter referred to as the "MEC").

#### Witnesseth That:

WHEREAS, the MEC and the provider agree to the terms and conditions for provision of aging services in connection with activities financed in part by Older Americans Act grant funds, provided to the MEC from the United States Department of Health and Human Services through the North Carolina Division of Aging and Adult Services (DAAS) and state appropriations made available to the MEC through the North Carolina Division of Aging and Adult Services, as set forth in a) this document, b) the Division of Aging and Adult Services Service Standards Manual, Volumes I through IV, and, c) the Division of Aging and Adult Services Community Service Providers Monitoring Guidelines.

NOW THEREFORE, in consideration of these premises, and mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

- 1. <u>Availability of Funds</u>. The terms set forth in this Agreement for payment are contingent upon the receipt of funding by the MEC.
- 2. Grant Administration. The grant administrator for MEC shall be Bryant Buck, Executive Director. The grant administrator for the provider shall be Venita Thompson, Director. It is understood and agreed that the grant administrator for the provider shall represent the provider in the performance of this Agreement. The provider shall notify the MEC in writing if the administrator changes during the grant period. Specific responsibilities of the grant administrator for the provider are provided in paragraph six (6) of this Agreement.
- 3. <u>Scope of Services:</u> The provider shall do, perform, and carry out in a satisfactory and proper manner, as determined by the MEC, the agreements and assurances required in the request for proposal.

Services	Federal/State <u>Dollars</u>	Local <u>Match</u>
General Purpose (176)	\$3,505	\$1,168

In witness whereof, the MEC and the provider have executed this Agreement as of the day first written above.

#### **BERTIE COUNTY**

Attest:	
William Roberson	By Juan Vanda II
Date: 12-22-2020	Title: Manager
	Date: 12/22/20

Attest:

Amette Eubanks
Annette Eubanks
Area Agency on Aging Director

Date: 11 18 2020

MEC

By: N. Bryant Buck
Executive Director

Date: 11/18/2020

Provision for payment of the monies to fall due under this Agreement within the current fiscal year have been made by appropriation duly authorized as required by the Local Government Budget and Fiscal Control Act.

BY: DATE: 1/18/2020

Janet Dodge, Finance Officer, Mid-East Commission

		BUDGE	<b>TAMEN</b>	DMENT		
			# 21-02			
	11	NCREASE				INCREASE
10-0025-4417-08	\$	5,712		10-4170-5399-19	\$	5,712
SETUP CTCL GRANT	(CENT	ER FOR TECH	AND CIVIC LI	FE)	T	
<b>ELECTIONS - ONE ST</b>	OP BO	NUS PER DAY	,		1	

#### William Roberson

From:

Bell, Karen B

Sent:

Friday, November 13, 2020 4:16 PM

To: Subject: SBOE\_Grp - Directors.BOE One-stop Worker Bonuses

Attachments:

FINAL CTCL Grant - Summary - OS Worker Bonuses.xlsx

CTCL - Center For Techand Civic Life

Good afternoon North Carolina Elections Team,

Thank you for your patience as we compiled the final numbers for the one-stop worker bonus pay and provided additional time to some of our colleagues to complete their submissions.

Attached you will find the final number of shifts or days worked in each county by one-stop workers across the state, totally 116,836. This is higher than our projection prior to one-stop and during the grant submission. Our grant award was \$2,284,800.00. The means the per day bonus for one-stop workers is \$19.56. You may consider CARES funds to provide an additional supplement if that meets the approval of your board or county policy.

On Monday, Amy and I will submit these totals to State Finance to cut or transfer funds to each county at the rate of \$19.56 per bonus. We will keep you posted on the timeframe of the funds being delivered to your counties.

If you have any questions or need additional information, please reach out to Amy or me.

Thank you for all you do, Karen

#### Karen Brinson Bell

Executive Director, NCSBE (919) 814-0700



County	Total # OS Bonuses	
Alamance County Board of Elections		1254
Alexander County Board of Elections		263
Alleghany County Board of Elections		103
Anson County Board of Elections		215
Ashe County Board of Elections		147
Avery County Board of Elections		120
Beaufort County Board of Elections		398
Bertie County Board of Elections		292
Bladen County Board of Elections		621
Brunswick County Board of Elections		2705
Buncombe County Board of Elections		3723
Burke County Board of Elections		465
Cabarrus County Board of Elections		2687
Caldwell County Board of Elections		511
Camden County Board of Elections		95
Carteret County Board of Elections		1051
Caswell County Board of Elections		209
Catawba County Board of Elections		1583
Chatham County Board of Elections		1840
Cherokee County Board of Elections		136
Chowan County Board of Elections		319
Clay County Board of Elections		170
Cleveland County Board of Elections		1475
Columbus County Board of Elections	NON-REPORTING	
Craven County Board of Elections		848
Cumberland County Board of Elections		3227
Currituck County Board of Elections		159
Dare County Board of Elections		711
Davidson County Board of Elections		960
Davie County Board of Elections		556
Duplin County Board of Elections		1061
Durham County Board of Elections		5965
Edgecombe County Board of Elections		461
Forsyth County Board of Elections		3348
Franklin County Board of Elections		695
Gaston County Board of Elections		2067
Gates County Board of Elections		250
Graham County Board of Elections		226
Granville County Board of Elections		522
Greene County Board of Elections		183
Guilford County Board of Elections		5440
Halifax County Board of Elections		727
Harnett County Board of Elections		1167
Haywood County Board of Elections		297
Henderson County Board of Elections		1234
Hertford County Board of Elections		294

Hoke County Board of Elections	341
Hyde County Board of Elections	60
Iredell County Board of Elections	1244
Jackson County Board of Elections	1421
Johnston County Board of Elections	1344
Jones County Board of Elections	114
Lee County Board of Elections	636
Lenoir County Board of Elections	956
Lincoln County Board of Elections	640
Macon County Board of Elections	315
Madison County Board of Elections	197
Martin County Board of Elections	222
McDowell County Board of Elections	281
Mecklenburg County Board of Elections	16435
Mitchell County Board of Elections	84
Montgomery County Board of Elections	335
Moore County Board of Elections	1079
Nash County Board of Elections	640
New Hanover County Board of Elections	3396
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Northampton County Board of Elections	709
Onslow County Board of Elections	1526
Orange County Board of Elections	1219
Pamlico County Board of Elections	173
Dacquatank County Roard of Floctions	LINDEN TUDNINGU MTULD COLIDAE
Pasquotank County Board of Elections	FUNDED THROUGH OTHER SOURCE
Pender County Board of Elections	1001
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Pender County Board of Elections Perquimans County Board of Elections Person County Board of Elections Pitt County Board of Elections	NON-REPORTING
Pender County Board of Elections Perquimans County Board of Elections Person County Board of Elections Pitt County Board of Elections Polk County Board of Elections	NON-REPORTING 505
Pender County Board of Elections Perquimans County Board of Elections Person County Board of Elections Pitt County Board of Elections	NON-REPORTING 505 942
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Washington County Board of Elections	337
Watauga County Board of Elections	1281
Wayne County Board of Elections	747
Wilkes County Board of Elections	437
Wilson County Board of Elections	825
Yadkin County Board of Elections	99
Yancey County Board of Elections	142
TOTAL	 116836
GRANT AMOUNT	\$ 2,284,800.00
PER DAY BONUS	\$ 19.56

19.56/HROAN	TOTAL PAY	273.84	234.72	293.4	332,52	332.52	293,4	234.72	97.8	215.16	332,52	332.52	332.52	332,52	332,52	273.84	293.4	312.96	175.04	317.06	58.68	312.96		5/11.52	332.52
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COUNTY NAME: BERTIE OS WORKER NAME	Lorie Younger	Margaret D. Pierce	Sheridan Sanford	Viola Bond	Angela Watson	Vickle Sutton	Linda Peele	Sheila Powell	Cathy Poppell	Vickie Bond	Antonio Barrow	Cherena Perry	Teresa Perry	Myeesha Perry	Triste Minton	Danyell Cox	Marvin Rankins	William Corey	Sydii Simmons	Shelia Cralo	Beatrice Scott			Presion Demo	

BUDGET AMENDMENT							
			# 21-02				
	11	NCREASE			-	INCREASE	
19-0025-4981-00	\$	300,000		19-5916-5980-49	\$	300,000	
TO SETUP LOTTERY	MONE,	Y REQUEST					

November 23, 2020

MEMORANDUM

Page 1

To:

Lydia Hoggard

252-794-5361

**Bertie County** 

William Roberson

wroberson@bertie.k12.nc.us

Bertie County Schools

From:

Dennis Hilton, School Planning Consultant

NC Department of Public Instruction

The below listed Application(s) have been approved for transferring the following funds from the North Carolina Education Lottery Fund, Need Base Lottery Fund, and/or ADM Fund, through the Public School Building Capital Fund:

Project Title	ADM Fund	Lottery Fund	Needs Based Lottery Fund
1. 2020-21 Debt Service - HS Bonds	\$0.00	\$300,000.00	\$0.00
Total this month:	\$0.00	\$300.000.00	\$0.00

The funds, as noted above, will be transferred to the county disbursing account in the State Treasurer's Office on the last day of this month and will be available for drawdown on the first or second working day of next month. Questions concerning the disbursing account, checks, signature cards, etc. should be directed to Mr. Mark Carlson, Disbursing Account Services Supervisor, in the State Treasurer's Office: Phone Number 919-814-3904.

A final report is required showing the actual state and local expenditures and the actual completion date. If the expenditures of state funds are less than the amount approved and transferred to the disbursing account in the State Treasurer's Office, request that the balance be released from the disbursing account for re deposit into the county account in the Public School Building Capital Fund for reallocation to additional construction projects.

If you have any questions, please do not hesitate to call.

BUDGET AMENDMENT									
			# 2	21-02					
ļ <u></u>	INC	CREASE	-					INCREAS	E
10-0011-4111-35	\$	80	0		10-4140	0-5399-01	\$		800
INCREASE BUD FOR CONTRACT SERVICES - AUDITS TO PAY COUNTY TAX SERVICE (CTS)									

# William Roberson

From:

Jodi Rhea

Sent:

Tuesday, December 29, 2020 3:08 PM

To:

William Roberson

Subject:

CTS

I have an invoice from CTS for \$800.00 for audits.

Jodie Rhea Tax Administrator Bertie County 252-794-6152 Jodi.rhea@bertie.nc.gov

BUDGET AMENDMENT							
			<u># 21-02</u>				
	INCF	REASE				INCREASE	
10-0025-4586-50	\$	6,686	HDM	10-5860-5397-51	\$	5,986	
			GEN P	10-5860-5397-52	\$	700	
2020 FAMILIES FIRST	ACT - CO	Α					

# BERTIE COUNTY COUNCIL ON AGING DAILY CASH COLLECTIONS/TURNOVER REPORT

Location: Bentie COA	Date: 12/29/2020
After filling in the location and date at the t collections/turnover for the day in the column below report to indicate amounts for checks and money or	op of the report, enter a summary of all cash w. Adding machine tapes should be attached to the ders.
SUMA	MARY
Checks/Money Orders (Attach Tape):  Currency  Change  TOTAL	\$
10-0040-4586-01 — NUTRITION INCOME  10-0040-4586-01 — TRANSPORTATION  10-0040-4586-01 — HOME DEL. MEALS  10-0025-4586-05 — SENIOR CTR. OUTREACH  10-0040-4534-01 — GYM RENT  10-0025-4586-50 FF HOM	\$
Olicia Perocenera Signature of Preparer	o Dite
Distribution: Original – Finance Office Dup	licate — Retain

# BERTIE COUNTY COUNCIL ON AGING DAILY CASH COLLECTIONS/TURNOVER REPORT

Location: Bertie COA	Date: 01/11/2021							
After filling in the location and date at the top of the report, enter a summary of all cash collections/turnover for the day in the column below. Adding machine tapes should be attached to the report to indicate amounts for checks and money orders.								
SUMM	AKY							
Checks/Money Orders (Attach Tape):	3894.00							
Currency								
Change TOTAL	3894.00							
10-0040-4586-01 NUTRITION INCOME	\$							
10-0040-4586-01 TRANSPORTATION	\$							
10-0040-4586-01 - HOME DEL. MEALS	\$							
10-0025-4586-05 SENIOR CTR. OUTREACH	\$							
10-0040-4534-01 GYM RENT	\$							
10-0025-4586-50 FF-HDM FF-Creneral Purpose	\$ 3194.00							
Description: Windsor Nutrition Site Lamily First Funding 7								
Alicia Browning Signature of Preparer								
Distribution: Original – Finance Office Dupli Rev/16	cate – Retain							



# Order to Advertise the 2020 Tax Liens

Upon receipt of the Tax Collector's report of the unpaid 2020 taxes that are a lien on real property in Bertie County, and pursuant to North Carolina General Statute 105-369(C), the Bertie County Board of County Commissioners hereby orders the Tax Collector to advertise these liens, and continue to pursue all outstanding taxes using the necessary remedies available through the North Carolina General Statutes, including bank attachments, wage and salary garnishments, sheriff levies, the NC Debt Setoff Program, and in rem foreclosure.

garmsminents, sherin levies, the NC Dept Se	eton Program, and in rem foreclosure.
This 1 <sup>st</sup> day of February, 2021	
	Tammy Lee, Chairman
	Bertie County Board of Commissioners
(SEAL)	
Juan Vaughan II, Clerk to the Board	
Bertie County Board of Commissioners	



# **Bertie County**

# **Board of Commissioners**

# **ITEM ABSTRACT**

**MEETING DATE**: February 1, 2021

**SECTION:** Discussion

**DEPARTMENT**: Governing Body

# TOPIC(S):

1. Update on Tax Software Contract and Request to Convert Current System Data

2. Confirm Work Session on 2/17/2021

3. Calendar Review:

- Essentials of County Government, Session 2: Budgets, Audit & Fiduciary Duty (Virtual) –February 25<sup>th</sup>
- NACo Legislative Conference (Virtual) March 8-26<sup>th</sup>
- Ethics Training (Virtual) March 23<sup>rd</sup>

**COUNTY MANAGER RECOMMENDATION OR COMMENTS**: Discussion requested.

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

**ATTACHMENTS:** Yes

**LEGAL REVIEW PENDING: N/A** 

ITEM HISTORY: ---



D-1

# TAX SOFTWARE PURCHASE AGREEMENT

BIS"(referr		, 2020 between Business Information Systems offices at 333 Industrial Park Road, Piney Flats, Tennessee, 37686, County"), state of North Carolina.
<b>=</b>	WHEREAS, the County desires to of	otain the services of the Company; and
	expertise to Install and maintain a	tise which may be valuable to the County and desires to use such Tax Billing and Collections and Computer Assisted Mass Appraisal and collection in the County Tax Office; and
		of the mutual covenants and conditions set forth herein and other eceipt of which is hereby acknowledged, it is agreed as follows;

#### 1 SCOPE OF WORK

The Company shall provide to the County a Tax System that will utilize an Appraisal software package to provide Real Property and Personal Property information to produce a Billing Statement. The Company will also provide to the County a Tax Collection System that will use information from the Tax Billing System to receipt tax payments. The County understands that the Company will Install the System and train the County "Office" personnel. County and Company have agreed to a written statement of work, written project plan, and other written communication to specify in more detail the Project scope, required features or functionality, deliverables, milestones, development methods, resources, communications, training, acceptance, change control, payment, or other terms, such writing ("SOW") is incorporated in and made a part of this Agreement. The SOW is appended to this Agreement as "Attachment A".

**Change Control**. Company will provide County project management with comprehensive status reporting on a regular basis. These reports will indicate the work activities performed, progress against project milestones, as well as any expenses incurred in the furtherance of this work to date.

Material deviations from the baseline scope and budget documented herein will be mutually reviewed and agreed by Company and County. The following provides the process to be followed for any such material change to the SOW:

A Change Request ("CR") will be the vehicle for requesting a change to the SOW. Both Project Managers will review the proposed CR and either approve for further investigation or reject. Company may specify additional charges for such investigation. If the investigation is authorized, the Project Managers will sign the estimation portion of the CR, which constitutes authorization for the investigative changes. The investigation will determine the effect that the implementation of the CR will have on compensation, schedule and other terms and conditions of the Agreement. A written CR must be signed by both Company and County to authorize implementation of the CR.



#### 2. PERFORMANCE.

Company will perform the services necessary to complete the Agreement in accordance with the procedures described in the SOW, in a timely and professional manner, consistent with industry standards, at a location, place and time that Company deems appropriate, and all in accordance with the SOW and this Agreement. The manner and means that Company chooses to implement the Agreement are in Company's sole discretion and control.

Company and County agree to make a BEST EFFORT in making available all resources necessary for completion of project in a timely manner, including prompt signoff of milestones, bugs, and additional work-flow documents.

#### 3. PRICE

The following is a breakdown of the cost of the BIS Terra Tax System:

Features and Cost to County:

COST

2) Computer Assisted Mass Appraisal Software Purchase \$\\_100,000.00\\_
See Maintenance Contract, Scope of Work (Attachment "A") & Payment Schedule (Attachment "B") & End User License Agreement (Attachment "C") for full disclosure of cost to County.

3)	Offsite backup	\$ Included
4)	E-Commerce Website with Tax Records	\$ Included
5)	Integrated Credit Card Processing	\$ Included
6)	B&C Support (Annually starting year 2)*	\$ 15,000.00
7)	CAMA Support (Annually starting year 2)*	\$ 20,000.00

<sup>\*</sup> Support on a separate agreement.

#### 4. INDEMNITY

The Company agrees to defend at its own cost and expense of any claim or action against the County, its subsidiaries and/or affiliated offices harmless for any loss or damage in connection with/or arising out of default or negligence of the Company.



#### 5. PROPRIETARY RIGHTS

The Company acknowledges that it shall not receive any proprietary rights in the documents of the County office. These documents shall remain sole and exclusive property of the County. The County does agree that it will not enter into another arrangement or contract with any other entity for the electronic dissemination over the Internet or World Wide Web of the public documents.

In addition, County shall NOT divulge with any company or persons any of Company's proprietary ideas, concepts, know-how, or techniques relating to software or development during the course of the Agreement by Company personnel or jointly by Company and County personnel. Company shall clearly mark any proprietary material or documents prior to dissemination to the County.

County acknowledges that the software is the property of Company and that in purchasing the software the County has use of the software as stated in the End User License Agreement/EULA (Attachment "C").

# 6. ASSIGNMENT

This agreement shall be binding upon the parties respective successors and permitted assigns. Neither party may assign the agreement or end its rights or obligations herein without the prior written consent of the other party.

#### 7. NOTICES

Any notices or communication under this agreement shall be in writing and shall be hand delivered or sent by registered mail, return receipt requested to the party receiving such communication at the address for either party on the front of this agreement, or such other address as either party may in the future specify to the other party.

#### 8. GOVERNING LAW

This agreement shall be governed and construed under the laws of the State of North Carolina.

#### 9. MODIFICATIONS

No modifications, amendment, supplement to or waiver of this agreement or any schedule hereunder, or any of their provisions shall be binding upon the parties hereto unless made in writing and duly signed by both parties.

#### 10. WAIVER

A waiver of either party to exercise any right provided for hearing shall not be deemed to be a waiver of any right hereunder.

#### 11. COMPLETE AGREEMENT

This agreement represents the entire understanding of the parties as to the subject matter therein and may not be modified except in writing executed by both parties.

#### 12. SEVERABILITY

If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.



#### 13. NON-APPROPRIATION CLAUSE

Company acknowledges that BERTIE County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of BERTIE County's obligations under this contract, then this contract shall automatically expire without penalty to BERTIE County thirty (30) days after written notice to Company of the unavailability and non-appropriation of public funds. It is expressly agreed that BERTIE County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in the BERTIE County's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects BERTIE County's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to BERTIE County upon written notice to Company of such limitation or change in BERTIE County's legal authority.

#### 14. DISPUTE RESOLUTION/JURISDICTION/VENUE

Any dispute arising under this Agreement may be settled by mediation in the State of North Carolina in accord with such procedures as may be available to units of local government under state law. No other dispute resolution procedures shall apply. Jurisdiction for any legal proceedings concerning this contract or agreement shall be state courts in the State of North Carolina. Venue for such proceedings shall be BERTIE County.

#### 15. NO PLEDGE OF TAXING AUTHORITY

The taxing power of the BERTIE County is not pledged directly or indirectly to secure any monies due under this contract.

#### 16. NO WAIVER OF GOVERNMENTAL IMMUNITY; VIOLATION OF LAW

Except for waiver of governmental immunity resulting from the execution of a valid contract, BERTIE County makes no other waiver of governmental immunity. If any provision of the Contract or Agreement is in violation of any legal, statutory or state constitutional prohibition, then such provision(s) shall be unenforceable against BERTIE County.

#### 17. CONFLICT OF INTEREST

If this is a contract for design, engineering, contract administration or similar services, the Company will not enter into contracts or agreements with third parties that may present a potential for conflict of interest between BERTIE County and the third parties regarding the subject matter of this Contract or Agreement.

#### 18. COMPLIANCE WITH E-VERIFY REQUIREMENTS

The Company and any of its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, if applicable, which requires employers to verify the work authorization of each newly hired employee through the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies.



19. IRAN DIVESTMENT ACT CERTIFCATION

Company hereby certifies that Company is not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. Company shall not utilize any subcontractor/Company that is identified on the List.

20. PUBLIC RECORD

This Contract or Agreement is subject to disclosure under the public records laws of the State of North Carolina.

21. TERMINATION FOR CAUSE. If, through any cause, the Company shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall give written notice and the Company shall correct stated inadequacy within a fifteen (15) business day cure period. If Company fails to correct inadequacy the County shall have the right to terminate this contract by giving written notice to the Company and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Company under this contract shall, at the option of the County, become its property and the Company shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Company shall not be relieved of liability to the County for damages sustained by the County by virtue of the Company's breach of this agreement, and the County may withhold any payment due the Company for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Company, without limiting any other remedies for breach available to it, the County may procure the contract services from other sources and hold the Company responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Company shall be an act of default under this contract.

IN WITNESS WHEREOF, the parties hereto, each act under due and proper authority, have executed this agreement as of the date first written herein and above.

Business Information Systems	BERTIE County North Carolina
Signature:	Signature: Jan Vary 2 II
Name:	Name: Juan Vaughan, II
Title:	Title: County Manager
Date:	Date: 9292020

This instrument has been pre-audited in the manner required by the local Government Budget and Fiscal Control Act.

Finance Director of BERTIE County



#### **ATTACHMENT A**

#### STATEMENT OF WORK ("SOW")

THIS STATEMENT OF WORK (the "SOW") is pursuant to the Agreement (the "Agreement") governing the following Project:

Γ	Customer:	BERTIE County North Carolina
	BIS Project Name:	BERTIE Co. Tax Software System

Information in this SOW shall be used as an outline under the terms of the Agreement. A detailed SOW will be developed during early phases of implementation to include benchmarks and schedules.

#### 1. Project Description

This project is a Tax Appraisal, Billing and Collection Software System installed by Business Information Systems for BERTIE County, North Carolina. This system will provide a method for appraising property and producing and managing tax billing statements and tax payer records, along with collection of said tax billing statements according to North Carolina statute.

#### 2. Scope of Services

The scope of services to be developed for this project consist of three primary tasks including

- Implementation of billing system
- Implementation of collection system
- Implementation of CAMA system

To accomplish these tasks, Business Information Systems will meet with key County personnel to discuss current processes and develop an implementation plan and schedule. Business Information Systems will convert data from current system and make necessary adjustments for a timely implementation of software modules.

#### 3. Deliverables

Billing and Collections Software: This system includes the ability to assess business personal property, real and personal property. It provides the integration of real property records from the CAMA system to produce tax bills and provides a method for collecting tax bills and managing tax records. This system provides reporting tools for managing tax office.

Computer Assisted Mass Appraisal Software: This system will allow county to appraise real property according to North Carolina statutes including property sketches and images, land and building valuation, tracking of PUV, deferments and exemptions, and management and analytical tools for reappraisal.

#### Online Services:

- Setup, host and support online account inquiry and secure payment portal
- Payments processing in-house and online shows in real-time
- Tax card information integrated with the county GIS system.

#### 4. Duration of Services

This project will be started at the date of contract signing and will continue until fulfillment of contract. The "Go Live" date for the system will commence when County signs off on the complete system installation. **Software maintenance and support is covered in a separate Software Maintenance Agreement.** 



# **ATTACHMENT "B"**

#### **PAYMENT SCHEDULE**

	2020	2021	2022	2023	2024
Terra Billing & Collections	\$58,500.00	\$45,000.00			
B&C Support		\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
Terra CAMA		\$50,000.00	\$50,000.00		
CAMA Support			\$20,000.00	\$20,000.00	\$20,000.00
	\$58,500.00	\$110,000.00	\$85,000.00	\$35,000.00	\$35,000.00

Software Support and Maintenance is on a separate agreement. (Software Maintenance Agreement)

<b>Business Information Systems</b>	BERTIE County North Carolina
Signature: Sales Representative	Signature: Juan Vanghan, II. Name: Juan Vanghan, II.
Name:	
Date:	Title: County Manager  Date: 9/29/2020
	Date: 4/24/2020



#### **ATTACHMENT "C"**

#### **END-USER LICENSE AGREEMENT FOR BUSINESS INFORMATION SYSTEMS SOFTWARE**

IMPORTANT—READ CAREFULLY: This End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and Business Information Systems (BIS) for the BIS software that accompanies this EULA, which may include associated media and BIS Internet-based services ("Software"). An amendment or addendum to this EULA may accompany the Software. YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA BY INSTALLING, COPYING, OR USING THE SOFTWARE. IF YOU DO NOT AGREE, DO NOT INSTALL, COPY, OR USE THE SOFTWARE.

- 1. GRANT OF LICENSE. BIS grants you the following rights provided that you comply with all terms and conditions of this EULA:
- 1.1 Installation and use. You may:
- (a) Install and use a copy of the Software on one personal computer.
- 1.2 Alternative Rights for Storage/Network Use. As an alternative to Section 1.1(a), you may install a copy of the Software on a network storage device, such as a server computer, and allow one access device, such as a personal computer, to access and use that licensed copy of the Software over a private network. You must obtain a license to the Software for each additional device that accesses and uses the Software installed on the network storage device, except as permitted by Section 1.4 of this EULA.
- 1.3 License Grant for Remote Desktop. You may use remote access technologies, such as the Remote Desktop features in Windows or NetMeeting, to access and use your licensed copy of the Software, provided that only the primary user of the device hosting the remote desktop session accesses and uses the Software with a remote access device. These remote desktop rights do not permit you to use the Software on both the device hosting the remote desktop session and the access device at the same time.
- 1.4 License Grant for Remote Assistance. You may permit any device to access and use your licensed copy of the Software for the sole purpose of providing you with technical support and maintenance services.
- 2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS
- 3. RESERVATION OF RIGHTS AND OWNERSHIP. BIS reserves all rights not expressly granted to you in this EULA. The Software is protected by copyright and other intellectual property laws and treaties. BIS or its suppliers own the title, copyright, and other intellectual property rights in the Software. The Software is licensed, not sold. This EULA does not grant you any rights to trademarks or service marks of BIS.
- 4. LIMITATIONS ON REVERSE ENGINEERING, DECOMPILATION, AND DISASSEMBLY. You may not reverse engineer, decompile, or disassemble the Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.
- 5. NO RENTAL/COMMERCIAL HOSTING. You may not rent, lease, lend or provide commercial hosting services with the Software.
- 6. CONSENT TO USE OF DATA. You agree that BIS and its affiliates may collect and use technical information gathered as part of the product support services provided to you, if any, related to the Software. BIS may use this information solely to improve our products or to provide customized services or technologies to you.
- 7. ADDITIONAL SOFTWARE/SERVICES. This EULA applies to updates, supplements, add-on components, or Internet-based services components, of the Software that BIS may provide to you or make available to you after the date you obtain your initial copy of the Software, unless they are accompanied by separate terms. BIS reserves the right to discontinue Internet-based services provided to you or made available to you through the use of the Software.
- 8. UPGRADES. To use Software identified as an upgrade, you must first be licensed for the software identified by BIS as eligible for the upgrade. After installing the upgrade, you may no longer use the original software that formed the basis for your upgrade eligibility, except as part of the upgraded software.



- 9. NOT FOR RESALE SOFTWARE. Software identified as "Not for Resale" or "NFR," may not be sold or otherwise transferred for value, or used for any purpose other than demonstration, test or evaluation.
- 10. SEPARATION OF COMPONENTS. The Software is licensed as a single product. Its component parts may not be separated for use on more than one device.
- 11. SOFTWARE TRANSFER. Internal. You may transfer your copy of the Software to a different device. After the transfer, you must completely remove the Software from the former device. Transfer to Third Party. You may not transfer this software to any Third Party including any indirect transfer, such as a consignment.
- 12. TERMINATION. Without prejudice to any other rights, BIS may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must destroy all copies of the Software and all of its component parts.
- 13. LIMITED WARRANTY FOR SOFTWARE.

BIS warrants that the Software will perform substantially in accordance with the accompanying materials for a period of ninety (90) days from the date of receipt. If an implied warranty or condition is created by your state/jurisdiction and federal or state/provincial law prohibits disclaimer of it, you also have an implied warranty or condition, BUT ONLY AS TO DEFECTS DISCOVERED DURING THE PERIOD OF THIS LIMITED WARRANTY (NINETY DAYS). AS TO ANY DEFECTS DISCOVERED AFTER THE NINETY DAY PERIOD, THERE IS NO WARRANTY OR CONDITION OF ANY KIND. Some states/jurisdictions do not allow limitations on how long an implied warranty or condition lasts, so the above limitation may not apply to you. Any supplements or updates to the Software, including without limitation, any (if any) service packs or hot fixes provided to you after the expiration of the ninety day Limited Warranty period are not covered by any warranty or condition, express, implied or statutory. LIMITATION ON REMEDIES; NO CONSEQUENTIAL OR OTHER DAMAGES.

Your exclusive remedy for any breach of this Limited Warranty is as set forth below. Except for any refund elected by BIS, YOU ARE NOT ENTITLED TO ANY DAMAGES, INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL DAMAGES, if the Software does not meet BIS's Limited Warranty, and, to the maximum extent allowed by applicable law, even if any remedy fails of its essential purpose. The terms of Section 18 ("Exclusion of Incidental, Consequential and Certain Other Damages") are also incorporated into this Limited Warranty. Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This Limited Warranty gives you specific legal rights. You may have other rights which vary from state/jurisdiction to state/jurisdiction. YOUR EXCLUSIVE REMEDY. BIS's and its suppliers' entire liability and your exclusive remedy for any breach of this Limited Warranty or for any other breach of this EULA or for any other liability relating to the Software shall be, at BIS's option from time to time exercised subject to applicable law, (a) return of the amount paid (if any) for the Software, or (b) repair or replacement of the Software, that does not meet this Limited Warranty and that is returned to BIS with a copy of your receipt. You will receive the remedy elected by BIS without charge, except that you are responsible for any expenses you may incur (e.g. cost of shipping the Software to BIS). This Limited Warranty is void if failure of the Software has resulted from accident, abuse, misapplication, abnormal use or a virus. Any replacement Software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer, and BIS will use commercially reasonable efforts to provide your remedy within a commercially reasonable time of your compliance with BIS's warranty remedy procedures.

14. DISCLAIMER OF WARRANTIES. The Limited Warranty that appears above is the only express warranty made to you and is provided in lieu of any other express warranties or similar obligations (if any) created by any advertising, documentation, packaging, or other communications. Except for the Limited Warranty and to the maximum extent permitted by applicable law, BIS and its suppliers provide the Software and support services (if any) AS IS AND WITH ALL FAULTS, and hereby disclaim all other warranties and conditions, whether express, implied or statutory, including, but not limited to, any (if any) implied warranties, duties or conditions of merchantability, of fitness for a particular purpose, of reliability or availability, of accuracy or completeness of responses, of results, of workmanlike effort, of lack of viruses, and of lack of negligence, all with regard to the Software, and the provision of or failure to provide support or other services, information, software, and related



content through the Software or otherwise arising out of the use of the Software. ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, AND CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT WITH REGARD TO THE SOFTWARE.

15. EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL BIS OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION. FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATON, SOFTWARE, AND RELATED CONTENT THROUGH THE SOFTWARE OR OTHERWISE ARISING OUT OF THE USE OF THE SOFTWARE, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS EULA, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF BIS OR ANY SUPPLIER, AND EVEN IF BIS OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. 16. LIMITATION OF LIABILITY AND REMEDIES. Notwithstanding any damages that you might incur for any reason whatsoever (including, without limitation, all damages referenced herein and all direct or general damages in contract or anything else), the entire liability of BIS and any of its suppliers under any provision of this EULA and your exclusive remedy hereunder (except for any remedy of repair or replacement elected by BIS with respect to any breach of the Limited Warranty) shall be limited to the greater of the actual damages you incur in reasonable reliance on the Software up to the amount actually paid by you for the Software or US\$5.00. The foregoing limitations, exclusions and disclaimers (including Sections 16, 17 and 18) shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

17. APPLICABLE LAW; This EULA is governed by the laws of the State of North Carolina.

18. ENTIRE AGREEMENT; SEVERABILITY. This EULA (including any addendum or amendment to this EULA which is included with the Software) is the entire agreement between you and BIS relating to the Software and the support services (if any) and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the Software or any other subject matter covered by this EULA. To the extent the terms of any BIS policies or programs for support services conflict with the terms of this EULA, the terms of this EULA shall control. If any provision of this EULA is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.



# Merchant Credit/Debit Card Agreement

`	PANY) 333 Industrial Park Road, Piney Flats, Tennessee 37686, and Bertie County North na Tax Department (CLIENT).
	WHEREAS, the CLIENT desires to obtain the services of the COMPANY; and
	WHEREAS, the COMPANY has expertise which may be valuable to CLIENT and desires to use such expertise to Install and maintain a Credit/Debit Card for payments collected for the CLIENT via the web; and
П	NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein

and other good and valuable consideration, receipt of which is hereby acknowledged, it is

This agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2020 between Business Information Systems

#### SCOPE OF WORK

agreed as follows:

The COMPANY shall be authorized as the exclusive Merchant for the process of credit cards, debit cards and e-checks by CLIENT. The COMPANY will provide CLIENT's customers web access to pay by credit card, debit card, and e-check via the web. The COMPANY will develop and maintain the system and train the CLIENT personnel employed to use the web payment reporting tools. CLIENT understands that the COMPANY will charge a percentage for each transaction and will not be required to remit any funds to CLIENT for this service. (See Statement of Work (SOW) in "Attachment A" for a detailed account of Services provided in this agreement).

## **Payment Terms:**

COMPANY will charge 2.5% for Credit and \$3.95 for Visa Debit transactions, and \$2.50 for online electronic check transactions processed by the COMPANY for any other collections which will be collected directly from CLIENT's customers via the web site.
 Convenience fee may be subject to adjustments with prior notice. CLIENT is responsible for any charge-backs.

**Performance.** COMPANY will perform the services necessary to complete the Project in accordance with the procedures described in the SOW, in a timely and professional manner, consistent with industry standards, at a location, place and time that COMPANY deems appropriate, and all in accordance with the SOW and this Agreement. The manner and means that COMPANY chooses to complete the Project are in COMPANY's sole discretion and control.

**Statement of Work (SOW).** If CLIENT and COMPANY have agreed to a written statement of work, written project plan, or other written communication to specify in more detail the Project scope, required features or functionality, deliverables, milestones, development methods, resources, communications, training, acceptance, change control, payment, or other terms, such writing ("**SOW**") is incorporated in and made a part of this Agreement. The SOW is appended to this Agreement as "Attachment A".

Refund Polices. See "Attachment B" for BIS Refund Policies regarding commerce interchange.



#### 1. INDEMNITY

Business Information Systems will indemnify and hold the County harmless from any and all claims, actions, liabilities, and expenses caused by resulting from or alleging negligent or intentional acts to the extent allowed by law.

#### 2. PROPRIETARY RIGHTS

The COMPANY acknowledges that it shall not receive any proprietary rights in the documents of CLIENT. These documents shall remain sole and exclusive property of the CLIENT. CLIENT does agree that it will not enter into another arrangement or contract with any other entity for the processing of credit card, debit card and e-check in-house or via the Internet or the Worldwide Web.

#### TERM AND TERMINATION

This agreement shall commence on \_\_\_\_\_\_, and shall continue in full force and effect for a period of six (6) years. Thereafter, this agreement will auto renew for periods of (1) one year until terminated by either party by a 90 day written notice.

# 4. INTELLECTUAL PROPERTY RIGHTS

CLIENT shall have no right to sell/rent out/lend or in any way transfer or assign the right to use the Program or any right or obligation under this Agreement to any third party. CLIENT shall not reverse engineer, disassemble or decompile the Program without permission from COMPANY. Should COMPANY cease to exist or enter into bankruptcy the System and programs owned by COMPANY will be made available to CLIENT. All Systems and programs not belonging to COMPANY shall fall under the support or upgrade policies offered by the owner of such packages. (Example: Windows).

#### 5. ASSIGNMENT

This agreement shall be binding upon the parties respective successors and permitted assigns. Neither party may assign the agreement or end its rights or obligations herein.

#### 6. NOTICES

Any notices or communication under this agreement shall be in writing and shall be hand delivered or sent by registered mail, return receipt requested to the party receiving such communication at the address for either party on the front of this agreement, or such other address as either party may in the future specify to the other party.

#### 7. GOVERNING LAW

This agreement shall be governed and construed under the laws of the State of North Carolina.

#### 8. MODIFICATIONS

No modifications, amendment, supplement to or waiver of this agreement or any schedule hereunder, or any of their provisions shall be binding upon the parties hereto unless made in writing and duly signed by both parties.

## 9. WAIVER

A waiver of either party to exercise any right provided for hearing shall not be deemed to be a waiver of any right hereunder.



#### 10. SEVERABILITY

If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

#### 11. COMPLETE AGREEMENT

This agreement represents the entire understanding of the parties as to the subject matter therein and may not be modified except in writing executed by both parties.

### 12. VENDOR RELATIONSHIP

COMPANY's relationship with CLIENT will be that of a Vendor, and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship. COMPANY (a) is not the agent of CLIENT; (b) is not authorized to make any representation, contract, or commitment on behalf of CLIENT.

#### 13. CONFIDENTIAL INFORMATION

COMPANY agrees that during the term of this Agreement and thereafter, except as expressly authorized in writing by CLIENT, it (a) will not use or permit the use of Confidential Information (defined below) in any manner or for any purpose not expressly set forth in this Agreement; (b) will not disclose, lecture upon, publish, or permit others to disclose, lecture upon, or publish any such Confidential Information to any third party without first obtaining CLIENT's express written consent on a case-by-case basis: (c) will limit access to Confidential Information to COMPANY's personnel who need to know such information in connection with their work for CLIENT; and (d) will not remove any tangible embodiment of any Confidential Information from COMPANY's premises without CLIENT's prior written consent; and (e) will, with reasonable care and skill using standard business practices, secure any confidential information received from CLIENT or it's customers while performing the services stated within this agreement. "Confidential Information" includes, but is not limited to, all information related to CLIENT's business and its actual or anticipated research and development, including without limitation (i) trade secrets, inventions, ideas, processes, computer source and object code, formulae, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs, and techniques; (ii) information regarding products or plans for research and development, marketing and business plans, budgets, financial statements, contracts, prices, suppliers, and customers; (iii) information regarding the skills and compensation of Client's employees, contractors, and any other service providers; (iv) the existence of any business discussions, negotiations, or agreements between CLIENT and any third party; and (v) all such information related to any third party that is disclosed to CLIENT or to COMPANY during the course of CLIENT's business ("Third Party Information"). Notwithstanding the foregoing, it is understood that COMPANY is free to use information that is generally known in the trade or industry, information that is not gained as a result of a breach of this Agreement, and COMPANY's own skill, knowledge, know-how, and experience.

# 14. NON-APPROPRIATION CLAUSE

Vendor acknowledges that Bertie County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Bertie County's obligations under this contract, then this contract shall automatically expire without penalty to Bertie County thirty (30) days after written notice to Vendor of the unavailability and non-appropriation of public funds. It is expressly agreed that Bertie County shall not activate this non-appropriation provision for its



convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in the Bertie County's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Bertie County's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Bertie County upon written notice to Vendor of such limitation or change in Bertie County's legal authority.

#### 15. COMPLIANCE WITH E-VERIFY REQUIREMENTS

The Vendor and any of its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, if applicable, which requires employers to verify the work authorization of each newly hired employee through the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies.

#### 16. IRAN DIVESTMENT ACT CERTIFCATION

Vendor hereby certifies that Vendor is not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. Vendor shall not utilize any subcontractor/vendor that is identified on the List.

IN WITNESS WHEREOF, the parties hereto, each act under due and proper authority, have executed this agreement as of the date first written herein and above.

The COMPANY (BIS)	CLIENT
Ву:	By: Juan Vary II
Title:	Title: Bertie County Manager
Name:	Name: Juan Vaughan, II
Print	Prim

#### **ATTACHMENT A**

#### STATEMENT OF WORK ("SOW")

THIS STATEMENT OF WORK (this "SOW") is entered into by and between the undersigned CLIENT and COMPANY pursuant to the Agreement (the "Agreement") governing the following Project:

Customer:	Bertie County NC Tax Department
BIS Project Name:	Credit Card Processing and Terra Tax Integration

All capitalized terms not defined in this SOW have the meanings given to such terms in the Agreement, unless the context requires otherwise. The information in this SOW shall be considered Confidential Information under the terms of the Agreement.

#### 1 Project Description

This Project is the Online and Over-the-counter Payment System for credit card and debit card and e-checks.

#### 2 Scope of Services

- Process all credit card/debit card and e-check transactions as merchant
- On-line payments will be posted real-time by BIS as agreed upon
- Provide CLIENT with transaction reporting tools
- Setup, host, and support your on-line account inquiry and payment website; BIS reserves the right to make final decision on web site setup, additions, changes, etc., requested.
- CLIENT's members will be able to access up-to-date account information via website.

#### 3 Deliverables

The Project will be delivered as a complete service for processing credit cards through a secure web site portal accessible from the CLIENT's portion of the Webfeepay.com web site hosted by BIS. The CLIENT will have the ability to log onto the online service for retrieving transactions files and for reporting of transactions for reconciliation of transactions.

#### 4 Duration of Services

This Project will be started at the date of contract signing. The "Go Live" date for online credit card acceptance will commence when CLIENT's web site portion of Webtaxpay.com is complete and signed off by CLIENT and will continue until termination of contract.



#### **ATTACHMENT B**

# **Commerce Interchange Refund Policies**

#### Refunds

BIS will only refund or be responsible for transactions that are caused through system error. Fraudulent payments, disputed payments, overpayments, multiple payments, and other user errors will be the responsibility of CLIENT for settling refunds or credits. BIS' sole responsibility is as the payment processor and does not offer fund guarantees or collection services. BIS will assist CLIENT in any payment disputes that may arise through this service.

Any and all requests for transaction Refunds must be submitted via support request to BIS. Requests made via email will not be processed.

CLIENT must designate at least two (2) staff employees who are authorized to request a Refund. For security reasons, only authorized designees requests will be processed. All requests must be verified by sending an email through an authorized email account.

### Refunding Procedure:

A refund request by an authorized person must be submitted with:

- Date of transaction (not date of payment).
- Name of end user.
- The transaction number and/or the last four (4) digits of the Credit Card. For security purposes please only include the last 4 digits of the Credit Card.
- The account number should be submitted. The customer who is doing the transaction may not be the same as the person paying for the transaction.
- A valid reason for a return.

Please list the authorized employees:

Name: JODIG PLIES	Email: jodi. rhea @ bentie no gov
	Email: William · roberson & bestie · ne for
Name: JONNIEUR BYRUM	Email: jenniger . byrum @bertie.ne.sov
Name: MAPSHA MOSLITY - WHITE	Email: Marsha · Masley - White Cheste. ne. sou



# **ATTACHMENT C**

# **Client Information**

Ta	ax ID number: Sb-600276	_		
	Please fill out and return the	following questionnaire to BIS via e	mail. ma	il or fax to:
	OnlineServices@bisonline.com, or Fax 86	<b>+</b> ·		, Piney Flats, TN 37686
Cu	stomer Information:			
	Entity Name: BERTIE COUNTY Offi	ce Hours: M-F 8:3	0-5	:00
	Mailing Address: P.O. BOX 530			
	City: WINDSOR	State: NC	Zip Cod	e: 27983
		Number: 252-744-532	ŋ	
	Office Contact: WILHAM ROBERN Ema			einic, GOV
	Computer Vendor/ Administrator Name:			Phone Number:
	Type of Systems Online:			
	<u> </u>			
RS	Banking Information:			
	Bank Name and Office Used: SOUTHERN BANK ALL OFFICES			
	Mailing Address: 101 N KING ST.			
City: WINDSOR State: NC Zip Code: 27983			e: 27983	
	Phone Number: 252-794-3011	Fax Number: 252-79L	-499	4
	Routing Number: (Must be 9 digits)	-		Account Number:
	05310	<u>2586</u>		5331708879
	2 <sup>nd</sup> Bank Name and Office Used:			
	Mailing Address:			
	City:	State:	Zip Cod	e:
	Phone Number:	Fax Number:		
	Routing Number: (Must be 9 digits)			Account Number:
	3 <sup>rd</sup> Bank Name and Office Used:			
	Mailing Address:			
City: State: Zip Code:			e:	
	Phone Number: Fax Number:			
	Routing Number: (Must be 9 digits)			Account Number:

Please fill out each bank account your office uses and specify the office. (Ex: Tax Collection, Courts, Sanitation.)



#### **ATTACHMENT D**

#### **Banking Change Request Policy**

#### **Banking Changes**

BIS will only change banking information when the request is received from and verified by an authorized account administrator that has been designated by the CLIENT.

CLIENT must designate at least two (2) staff employees who are authorized to request a Banking Change. For security reasons, only authorized designees requests will be processed.

Any and all requests for Banking Changes must be submitted via support request to BIS via email, fax or mail:

- OnlineServices@bisonline.com
- Fax: 866-855-5999
- Mailing Address: 333 Industrial Park Road, Piney Flats, TN 37686.

All requests once received by BIS will also be verified by phone.

# Banking Change Request Procedure:

- CLIENT must obtain a Change Request Form from BIS
- CLIENT must email, fax or mail the Change Request Form to BIS Support
- BIS shall verify the request information by calling CLIENT's authorized account administrator.
- Once verified, BIS shall process the Change Request

## Please list the authorized personnel:

Name	Email	Phone
William Roberson	William . roberson celestie . Nc . gov	252794-5360
Samueltha Ellis	samoutha.ellis@bertie.uc.gov	252-794-5360





D-3

# Essentials of County Government

The UNC School of Government and NCACC partner to offer this crash course on the essentials of county government, where newly elected commissioners are introduced to the basic functions of county government and the role of the governing board.

The course will be conducted virtually and will explore three themes, one per month. For each theme, participants will be expected to complete 30-60 minutes of pre-work, followed by a three- to four-hour live, interactive session on Zoom. At the conclusion of each session, commissioners will have the opportunity to "ask the expert" to learn more about specific topics of interest.

Registration opens Nov. 4. For more information and to register, visit <u>www.sog.unc.edu/courses/essentials-county-government.</u>

Two tracks are offered in order to maximize opportunities for participation. Sign up for either Track 1 or Track 2. Live session dates and times are as follows:

#### Track 1

Dec. 11, 2020, 9 a.m. - 12:30 p.m. Jan. 8, 2021, 9 a.m. - 12:30 p.m. Feb. 26, 2021, 9 a.m. - 1 p.m.

#### Track 2

January 22, 2021, 9 a.m. - 12:30 p.m. February 25, 2021, 9 a.m. - 12:30 p.m. March 23, 2021, 9 a.m. - 1 p.m.

Theme 1: County Government: Roles and Responsibilities. Watch a lively mock board meeting to learn the dos and don'ts of working as a board and transacting business in the public spotlight. Through a series of interactive activities, participants also will learn about the roles and responsibilities of the board and individual board members and will explore the board's relationship to professional staff. Participants will have the opportunity to build essential communication and relationship-building skills to help you interact more effectively within county government and with the legislature, your constituents, and the media.

Theme 2: Budgets, Fiduciary Duty, & Financial Condition. What are the top 10 financial management principles every county commissioner should know? What are county funding requirements? What should you expect from your first budget process? How does a board carry out its fiduciary duties? The pre-work will present the basics of budgeting and financial management. During the live session, participants will have the opportunity to engage in small group discussions and learn from more experienced commissioners and county staff about how to approach and respond to common financial issues.

Theme 3: Ethics, Conflicts of Interest, and Open Government. The final theme will focus on important limitations on board members and their legal and ethical responsibilities. Commissioners will explore public records and open meetings requirements and learn practical techniques to operate effectively in an open government environment. During the live session, commissioners will also participate in the statutorily-required 2-hour ethics training.

# How can incumbent/re-elected officials receive their Ethics training?

Incumbent county commissioners and municipal elected officials only

If you were re-elected this year (in November 2020), you must complete 2 hours of Ethics training. We are offering you a separate registration to join the Essentials course for the 2-hour portion of Ethics. You will receive a Zoom link and time to join the newly-elected commissioners for this portion of the course. Please note that this option is only available to incumbent/re-elected county commissioners. Newly-elected county commissioners must complete the entire Essentials course.

INDIVIDUAL ACCESS

GROUP ACCESS

**NACO MEMBER COUNTY** 

\$275

**STATE ASSOCIATION** 

\$275

**NON-MEMBER COUNTY** 

\$400

NACo CORPORATE MEMBER

\$300

CORPORATE NON-MEMBER

\$500

NON-PROFIT ORGANIZATION

\$300

Members of the media interested in covering the Legislative Conference should contact NACo Communications Director Paul Guequierre at pguequierre@naco.org for more information.

#### **REGISTER TODAY**

For questions or assistance with registration contact us via email or phone at (202) 942 4292 or nacomeetings@naco.org. Register by February 17 and be entered to win one of 20 pre-conference goodie boxes!

REGISTER HERE
<HTTP://MEMBER.NACO.ORG/EVENTS/GUESTREGISTRATION/3667E1552442-EB11-A813-00224804A7F6>

HOW DOES IT WORK?		+
CANCELLATION POLICY		+
WAIVER & RELEASE		+

# **SPREAD THE WORD**

Tweet about your participation using #NACoLeg. Start with the templates below and use #WeAreCounties and #CountiesMatter.

- I am excited to join my fellow #county leaders virtually for the #NACoLeg Conference. Visit www.NACo.org/leg to register today and for the latest updates
- The county voice in Washington is more important than ever. Join me virtually for the the #NACoLeg Conference and deliver the message that federal policies matter to counties and #CountiesMatter to America. Visit www.NACo.org/leg to register today and for the latest updates
- New Administration + New Congress = New Opportunities for #Counties. I'm excited to join my fellow #county leaders virtually for the #NACoLeg Conference. Visit www.NACo.org/leg to register today and for the latest updates.
- These are the heroes: America's 3.6M county employees are serving our communities during #COVID19. I'm joining #NACoLeg to support direct federal aid for local services & the heroes who provide them. https://NACo.org/Leg

ER:

SCHEDULE

**OUESTIONS** 

INDIVIDUAL ACCESS

#### **GROUP ACCESS**

Maximize your county's access! NACo is pleased to offer reduced-rate group pricing for counties and state associations.

# **NACO MEMBER COUNTIES & STATE ASSOCIATIONS**

#### **PACKAGE A**

2-5 people\*

\$499

Allows up to 5 individuals from a single member county or state association staff

## **PACKAGE B**

6-10 people\*

\$774

Allows up to 10 individuals from a single member county or state association staff

#### **PACKAGE C**

UNLIMITED people\*

\$1049

Allows unlimited individuals from a single member county or state association staff

#### **NON-MEMBER COUNTIES**

#### **PACKAGE A**

2-5 people\*

\$800

Allows up to 5 individuals from a single county

### **PACKAGE B**

6-10 people\*

\$1200

Allows up to 10 individuals from a single county

# **PACKAGE C**

UNLIMITED people\*

\$1600

Allows unlimited individuals from a single county

#### **REGISTER TODAY**

registration contact us via email or phone at (202) 942-4292 or nacomeetings@naco.org. Register by February 17 and be entered to win one of 20 pre-conference goodie boxes!

#### REGISTER HERE <HTTP://MEMBER.NACO.ORG/EVENTS/GUESTREGISTRATION/3667E155-</p> 2442-EB11-A813-00224804A7F6>

**HOW DOES IT WORK? CANCELLATION POLICY WAIVER & RELEASE** 

# SPREAD THE WORD

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<sup>\*</sup>All persons registered for a group package must be employees of a single county or staff of a single state association entity. Group packages are exclusively available to counties and state associations and are not available to other organization types at this time.

POLICY STEERING COMMITTEE WEEK GOVERNANCE MEETINGS.

WORKSHOPS & SEMINISES

MARCH 8-12

14

MARCH 28-75

#### MONDAY, MARCH 8

12:00 – 5:00 p.m. ET

Policy Steering Committee Meetings:

Community Economic and Workforce Development

Human Services and Education

Agriculture and Rural Affairs

Justice and Public Safety

Transportation

## TUESDAY, MARCH 9

12:00 - 5:00 p.m. ET

Policy Steering Committee Meetings:

Health Policy Steering Committee Meeting

Finance Pension and Intergovernmental Affairs

**Environment Energy and Land Use** 

#### WEDNESDAY, MARCH 10

12:00 – 1:30 p.m. ET Healthy Counties Advisory Board Meeting

1:00 - 3:00 p.m. ET | Large Urban County Caucus (LUCC) Meeting

Rural Action Caucus (RAC) Meeting

GIS Subcommittee Meeting

1:30 – 4:00 p.m. ET | Western Interstate Region (WIR) Executive Committee Meeting

Western Interstate Region (WIR) Board of Directors Meeting

# THURSDAY, MARCH 11

1:00 - 2:30 p.m. ET	Membership Standing Committee Meeting
1:00 - 3:00 p.m. ET	Resilient Counties Advisory Board Meeting
2:00 - 4:00 p.m. ET	IT Standing Committee
2:00 - 4:15 p.m. ET	Veterans and Military Services Committee Meeting
3:00 - 5:00 p.m. ET	Immigration Reform Task Force Meeting
	Arts and Culture Commission Meeting
	Next Gen Meeting

# FRIDAY, MARCH 12

1:00 - 3:30 p.m. ET	Programs and Services Committee Meeting
2:00 - 4:15 p.m. ET	Resorts/Tourism/Gateway Counties Working Group Meeting
	Technology and Telecommunications Steering Committee Meeting
3:30 – 5:00 p.m. ET	Public Lands Policy Steering Committee Meeting

# **FREQUENTLY ASKED QUESTIONS**



# **HAVE QUESTIONS NOT ANSWERED HERE?**

We are happy to help. Email nacomeetings@naco.org.

## **FEDERAL POLICY QUESTIONS?**

Reach out to us at questions@naco.org.

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# SCHEDULE AT A GLANCE

Subject to change without william

POLICY STEERING COMMITTEE WEEK

MARCH 8-12

GOVERNANCE MEETINGS

MARCH 17-19

WORKSHOPS & SEMINARS

MARCH

WEDNESDAY, MARCH 17

2:00 - 4:00 p.m. ET | Policy Coordinating Committee Meeting

THURSDAY, MARCH 18

2:00 - 3:00 p.m. ET First-Time Attendee Meeting

FRIDAY, MARCH 19

2:00 - 5:00 p.m. ET NACo Board of Directors Meeting

# **FREQUENTLY ASKED QUESTIONS**

SCHEDULE

**OUESTIONS** 

# SCHEDULE AT A GLANCE

Subject to change without notice.

POLICY STEERING COMMITTEE WEEK MARCH 8-12 GEORGE STATE MEETINGS

**WORKSHOPS & SEMINARS** 

MARCH 17-19

MARCH 24-26

# WORKSHOP BLOCKS WILL COVER TOPICS SPANNING

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County Economies, Economic



Public Lands, Public Infrastructure and Resilience



Attoremy LU1 and Leadership Development



County Public Health and



County Residents' Care, Services and Education



Lounty Withmistration and



Corporate Partner Solutions

# **WEDNESDAY, MARCH 24**

12:00 - 1:00 p.m. ET	Keynote
1:00 - 2:00 p.m. ET	Making the Most of your Membership
2:00 - 3:00 p.m. ET	Workshop Block 1
3:30 – 4:30 p.m. ET	Workshop Block 2
4:30 - 5:30 p.m. ET	Networking Event

# **THURSDAY, MARCH 25**

2:00 – 3:00 p.m. ET	Virtual Hill Day (Workshop Block 3)

4:30 - 5:30 p.m. ET Networking Event

# FRIDAY, MARCH 25

2:00 - 3:00 p.m. ET	Workshop Block 4
2:00 - 4:00 p.m. ET	NACo Affiliate & NACo Affiliated Events

3:30 - 4:30 p.m. ET Workshop Block 5

REGISTER

SCHEDUL

**OUESTIONS**