

Bertie County Board of Commissioners



**August 7, 2023
6:00 PM**

Chair	Ronald “Ron” Wesson	District I
Vice Chair	Michael White	District II
	Corey Ballance, Sr.	District III
	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

**August 7, 2023
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, Call to Order & Roll Call by Board Chair Ronald Wesson, Commissioners Room, Windsor

Invocation and Pledge of Allegiance by Commissioner Corey Ballance, Sr.

Public Comments *(3-minute limit per speaker)*

(A)

***** APPOINTMENTS & REPORTS*****

1. Special Projects Update by Project Consultant Robin Payne
2. Public Official Updates by Emergency Management Director Mitch Cooper
3. Request for New Positions by Human Resources Director Cortney Ward
4. Financial Summary by Interim Finance Officer David Scarborough

Board Appointments (B)

1. ABC Board
2. Rivers East Workforce Development Board

Consent Agenda (C)

1. Approve Tax Release Journal – August 2023
2. Approve Minutes for Open & Closed Session 7-17-23
3. Budget Amendments
4. Approve Proclamation in support of August being Child Support awareness month
5. Approve Home and Community Care Block Grant for Older Adults Agreement for the Provision of County - Based Aging Services

6. Approve MOU for Regional Film Commission
7. Approve N.C. Parks and Recreation Trust Fund (AFP)Project Agreement

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

Discussion Agenda (D)

1. Update on County Surplus Sale
2. Update on County Animal Shelter
3. Update on Basketball Court at Recreation Complex
4. Update on Funding to Cover Increases for Probationary Employees
5. Discuss Board's Participation in Community Forum, Mount Olive Missionary Baptist Church, 8/12/23, 10 AM

6. Discuss proposed 2024 Meeting Schedule for the Board of Commissioners, 2024 State Holiday Schedule
7. Discussion Process for Manager's Evaluation

Commissioners' Reports (E)

County Manager's Reports (F)

Attorney's Reports (G)

Public Comments
(3 minutes per speaker)

Closed Session
Pursuant to NCGS 143-318.11(a)(3)(5)(6)

Adjourn



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: August 7, 2023

SECTION: Appointments & Reports (A-1 to A-3)

DEPARTMENT: Governing Body

TOPICS:

- (1) Special Projects Update by Project Consultant Robin Payne
- (2) Public Official Updates by Emergency Management Director Mitch Cooper
- (3) Request for New Positions by Human Resources Director Cortney Ward

COUNTY MANAGER RECOMMENDATION OR COMMENTS: --

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

ATTACHMENTS: Yes

LEGAL REVIEW PENDING: N/A

ITEM HISTORY: ---



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: August 7, 2023

SECTION: Board Appointments

DEPARTMENT: Governing Body

TOPICS:

1. ABC Board
2. Rivers East Workforce Development Board

COUNTY MANAGER RECOMMENDATION OR COMMENTS:

SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTIONS

ATTACHMENTS: No

LEGAL REVIEW PENDING: N/A

ITEM HISTORY: ---



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: August 7, 2023

SECTION: Consent (C-1 to C-7)

DEPARTMENT: Governing Body

TOPICS:

1. Approve Tax Release Journal - August 2023
2. Approve Minutes for Open & Closed Session 7-17-23
3. Budget Amendments
4. Approve Proclamation in support of August being Child Support awareness month
5. Approve Home and Community Care Block Grant for Older Adults Agreement for the Provision of County-Based Aging Services
6. Approve MOU for Regional Film Commission
7. Approve N.C. Parks and Recreation Trust Fund (AFP) Project Agreement

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: ---



C-1



C-2



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

August 02, 2023

David Scarborough
Interim Bertie County Finance Officer
Windsor, NC 27983

Dear Mr. Scarborough:

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 **JUNE** 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 _____

Release Detail

ACCOUNT / DATE	NAME	ADDRESS / REASON	CHARGE CODE	CITY / BILL YEAR	STATE / BILL TYPE	ZIP / BILL NUMBER	PROPERTY ID	USER / AMOUNT
06-14-2023	MIZELLE BETTY C HEIRS	521 CENTER GROVE RD Deceased s/w moved for BERTIE COUNTY LEVY	G01	AHOSKIE 2013	NC	13A585057653301	585057653301	jheirs 48.24
06-14-2023		Deceased s/w moved for INTEREST		2013	RE	13A585057653301		78.50
06-14-2023		Deceased s/w moved for ADVERTISING COST	AO	2013	RE	13A585057653301		2.50
06-14-2023		Deceased s/w moved for AULANDER	G02	2013	RE	13A585057653301		41.84
06-14-2023	MIZELLE BETTY C HEIRS	521 CENTER GROVE RD Deceased s/w moved for BERTIE COUNTY LEVY	G01	AHOSKIE 2014	NC	14A585057653301	585057653301	jheirs 157.60
06-14-2023		Deceased s/w moved for INTEREST		2014	RE	14A585057653301		335.23
06-14-2023		Deceased s/w moved for ADVERTISING COST	AO	2014	RE	14A585057653301		2.50
06-14-2023		Deceased s/w moved for AULANDER	G02	2014	RE	14A585057653301		147.39
06-13-2023	SMITH AMY B	208 LARKIN ST Over payment - System error for INTEREST		MOREHEAD CITY 2014	NC	28557	8828862824	jpyrum 4.97
06-13-2023		Over payment - System error for BERTIE COUNTY LEVY	G01	2014	RE	14A8828862824		73.23
06-14-2023	MIZELLE BETTY C HEIRS	521 CENTER GROVE RD Listed In error for LATE LISTING PENALTY	G01 LATE LISTING	AHOSKIE 2022	NC	22A22A14472.40	22A14472.40	jheirs 0.22
06-14-2023		Listed In error for AULANDER LATE LISTING	G02 LATE LISTING	2022	PP	22A22A14472.40		0.19
06-14-2023		Listed In error for INTEREST		2022	PP	22A22A14472.40		0.28
06-14-2023		Listed In error for AULANDER	G02	2022	PP	22A22A14472.40		1.00
06-14-2023		Listed In error for ADVERTISING COST	AO	2022	PP	22A22A14472.40		2.50
06-14-2023		Listed In error for	G01	2022	PP	22A22A14472.40		2.16

ACCOUNT / DATE	NAME	ADDRESS / REASON	CHARGE CODE	CITY / BILL YEAR	STATE / BILL TYPE	ZIP / BILL NUMBER	PROPERTY ID	USER / AMOUNT
8857	MIZELLE JAMES N & MIZELLE BARB	2836 US 13N		AHOSKIE	NC	27910	22A8857.10	Jrhea
08-14-2023		Listed in error for LATE LISTING PENALTY	G01 LATE LISTING	2022	PP	22A22A8857.10		0.43
08-14-2023		Listed in error for INTEREST		2022	PP	22A22A8857.10		0.31
08-14-2023		Listed in error for ADVERTISING COST	AO	2022	PP	22A22A8857.10		2.50
08-14-2023		Listed in error for BERTIE COUNTY LEVY	G01	2022	PP	22A22A8857.10		4.27
8857	MIZELLE JAMES N & MIZELLE BARB	2836 US 13N		AHOSKIE	NC	27910		Jrhea
08-14-2023		Listed in error for LATE LISTING PENALTY	G01 LATE LISTING	2021	PP	21A8857.10		0.45
08-14-2023		Listed in error for INTEREST		2021	PP	21A8857.10		1.04
08-14-2023		Listed in error for ADVERTISING COST	AO	2021	PP	21A8857.10		2.50
08-14-2023		Listed in error for BERTIE COUNTY LEVY	G01	2021	PP	21A8857.10		4.54
TOTAL								808.47

Release Teller

TELLER	COUNTY	FIRE	ALL COST	TOWN	INTEREST	TOTAL
2001	\$ 73.23	\$ 0.00	\$ 0.00	\$ 0.00	\$ 4.97	\$ 78.20
Jrhea	\$ 214.81	\$ 0.00	\$ 13.60	\$ 186.33	\$ 315.34	\$ 730.27
	\$ 288.04	\$ 0.00	\$ 13.60	\$ 186.33	\$ 320.31	\$ 808.47



Bertie County Tax Department
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August 02, 2023

David Scarborough
Interim Bertie County Finance Officer
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C-3

Windsor, North Carolina
July 17, 2023
Commissioners Meeting

The Bertie County Board of Commissioners met for a Regular Session today at 06:00 PM in the Commissioners Room, 106 Dundee Street, Windsor, NC. Because of the COVID-19 pandemic, this meeting was hosted partially in person, and partially via Zoom (conference call). The following members were present or absent:

Present: Ronald “Ron” Wesson, District I
Michael White, District II
Corey Ballance, Sr., District III
Ronald “Ron” Roberson, District V

Absent: John Trent, District IV

Staff Present: County Manager Juan Vaughan, II
Assistant County Manager David Scarborough
County Attorney Lloyd C. Smith

Staff Present (Zoom): Clerk to the Board LaShonda Cartwright
Information Technology Joseph Wilkes
HR/Human Risk Director Cortney Ward

CALL TO ORDER

Chairman Wesson called the meeting to order.

INVOCATION & PLEDGE OF ALLEGIANCE

Commissioner Roberson gave the Invocation and led the Pledge of Allegiance.

PUBLIC COMMENTS (3-MINUTE LIMIT PER SPEAKER)

None.

APPOINTMENTS & REPORTS (A)

1. Fybe Presentation by Chief Financial Officer Cathy Davison Chief Financial Officer

Cathy Davison stated that Roanoke Connect has now changed their name to Fybe. Ms. Davison then provided the Board with an update on Fybe and the progress that they are making in our county. Ms. Davison stated that Fybe is partnering with counties/municipalities to address critical infrastructure needs across the region.

2. TGOW Update by Project Consultant Robin Payne

Project Consultant Robin Payne provided the Board with an update on Tall Glass of Water. Mrs. Payne state that Phase I is now complete. She then stated that Saturday, July 22nd would be the Grand Opening for Tall Glass of Water. This would be part of the North Carolina's Year of the Trail event which will start at 10AM and end at 4:00PM.

3. 2023 Municipal Election Plans by Board of Elections Director LaToya Peele

Elections Director LaToya Peele provided the Board with the plans for the upcoming 2023 Municipal Elections.

Ms. Peele stated that filing began on Friday, July 7th at 12:00 PM. She stated that the 2023 Nonpartisan Municipal Elections are for the towns of Askewville, Aulander, Colerain, Kelford, Lewiston Woodville, Powellsville, Roxobel and Windsor. The 2023 Municipal Election date will be Tuesday, November 7, 2023. She then stated the poll will open from 6:30 AM – 7:30 PM.

Ms. Peele then provided an update on the new Voter Photo ID requirement.

4. Financial Summary by Interim Finance Director David Scarborough

Interim Finance Director David Scarborough provided the Board update on the county's finances. Mr. Scarborough identified no immediate concerns.

BOARD APPOINTMENTS (B)

None.

CONSENT AGENDA (C)

1. Approve Register of Deeds Fees Report – June 2023
2. Approve Tax Release Journal – May 2023

Commissioner Roberson made the **MOTION** to Approve Register of Deeds Fees Report – June 2023 and Tax Release Journal – May 2023. The **MOTION** was **SECONDED** by Commissioner Ballance. The **MOTION PASSED** with a **4-0** vote.

3. Approve Valuable Utility Reserve Grant & Resolution for Lewiston -Woodville Community Water System Replacement

Commissioner Roberson made the **MOTION** to Approve Valuable Utility Reserve Grant & Resolution for Lewiston -Woodville Community Water System Replacement. The **MOTION** was **SECONDED** by Commissioner Ballance. The **MOTION PASSED** with a **4-0** vote.

4. Budget Amendments

Commissioner Roberson made the **MOTION** to Approve the Budget Amendments. The **MOTION** was **SECONDED** by Commissioner Ballance. The **MOTION PASSED** with a **4-0** vote.

5. Approve MOU for CPTA FY 2025 Grant Application

Commissioner Roberson made the **MOTION** to Approve MOU for CPTA FY 2025 Grant Application. The **MOTION** was **SECONDED** by Commissioner Ballance. The **MOTION PASSED** with a **4-0** vote.

6. Approve FY 23-24 ARPA Plan

Commissioner Ballance made the **MOTION** to Approve FY 23-24 ARPA Plan. The **MOTION** was **SECONDED** by Commissioner Roberson. The **MOTION PASSED** with a **4-0** vote.

OTHER ITEMS
DISCUSSION AGENDA (D)

1. Surplus Sale Update

Tax Administrator Jodie Rhea provided an update on the status of selling surplus property for the county

2. Upcoming Meetings
 - a. July 21-24, 2023
NACo Conference
Austin, TX
 - b. August 24-26, 2023
2023 NCACC Conference
Wake County, NC

County Manager Vaughan provided the Board with an update on the upcoming NACo and NCACC Conferences.

3. 2023 NCACC-Voting Delegate

Commissioner Roberson made the **MOTION** to nominate Commissioner Wesson for Voting Delegate. The **MOTION** was **SECONDED** by Commissioner Ballance. The **MOTION PASSED** with a **4-0** vote.

4. Clarity of the 3% increase for county employees (addition to the agenda per Commissioner Roberson's request)

County Manager Vaughan explained the reasoning for why probationary employees over the past 9 years have not received cost of living adjustments., When probationary employees complete their probationary periods successfully, they receive a 2 ½ -5 % increase. . After this explanation, the Board then discussed permitting employees that were on their probationary periods to receive the 3% pay increase just as the other County employees.

Commissioner Roberson made the **MOTION** that all employees including the ones on their probationary period receive the 3% pay increase. The **MOTION** was **SECONDED** by Commissioner Wesson. The **MOTION PASSED** with a **3-1** vote.

Chairman Wesson then directed the County Manager and staff to address the budgetary impact and to bring recommendations on how to address this increase at the next Board meeting.

COMMISSIONERS' REPORTS (E)

Commissioner Roberson

None.

Commissioner White

None.

Commissioner Ballance

None.

Commissioner Wesson

Commissioner Wesson thanked everyone for their well wishes in reference to his wife's hip surgery. He then provided an update on the Dream Point Apartments for the Teacher Housing program.

COUNTY MANAGER'S REPORTS (F)

County Manager Vaughan announced the HR/Human Risk Director Cortney Ward last day with the county will be August 11th and IT Director Scott Pearce last day with the county would be July 28th. He then wished them both well on their new endeavors.

ATTORNEY’S REPORTS (G)

None.

PUBLIC COMMENTS (3-MINUTE LIMIT PER SPEAKER)

Mayor Chris Cordon

Mayor Chris Cordon of Lewiston-Woodville came before the Board to ask if the municipalities could be notified when they had items pertaining to their municipalities on the agenda.

The Board agreed that the municipalities should be notified and they would start notifying the municipalities when they had items pertaining to their municipalities on the agenda.

William Freeman

William Freeman of the ABC Board announced that all of the staff in the Elections Department are now certified.

CLOSED SESSION

PURSUANT TO NCGS 143-318.11 (a)(3)(5)(6)

Commissioner Roberson made the **MOTION** to go into Closed Session Pursuant to NCGS 143-318.11 (a)(3)(5)(6). The **MOTION** was **SECONDED** by Commissioner Ballance. The **MOTION PASSED** with a **4-0** vote.

OPEN SESSION

There were no further items to discuss.

ADJOURN

Commissioner Ballance made the **MOTION** to adjourn the meeting. The **MOTION** was **SECONDED** by Commissioner Roberson. The **MOTION PASSED** with a 4-0 vote.

The meeting adjourned.

Ronald Wesson, Chair

Attest:

LaShonda Cartwright, Clerk



C-4



C-5

State of North Carolina
County of Bertie
Proclamation
Child Support Awareness Month
August 2023

WHEREAS Bertie County is recognizing August as Child Support Awareness Month, and reaffirms its commitment to strengthening Bertie County’s families by providing child support services to improve the economic stability and well-being of children; and

WHEREAS, in State Fiscal Year 2022-23, more than \$2 million in child support was collected from parents of Bertie County’s children, and

WHEREAS, there are nearly 1,253 child support orders in place, working to ensure that more than 1,231 children receive financial support from their parents: and

WHEREAS, the court must order either parent to obtain and maintain medical health insurance coverage for a child if it is actually and currently available to the parent at a reasonable cost.

WHEREAS Child Support Awareness Month salutes the diligent working parents who spend time with their child and who make regular child support payments, to safeguard their children's future: and

WHEREAS, strengthening individuals and families promotes the safety and well-being of children, provides stability, improves the lives of children, and provides opportunities for families to be able to enhance their children’s futures; and

WHEREAS, children who do not receive adequate financial and emotional support from their parents may experience greater difficulty in becoming healthy, happy, and productive citizens; and

WHEREAS, many concerned and dedicated judges, district attorneys, clerks of court, sheriffs’ personnel, and child support professionals work to establish and enforce child support orders for Bertie County children, one of our counties most vital resources.

NOW, THEREFORE, We, the Bertie County Board of Commissioners, do hereby proclaim August 2023, as “CHILD SUPPORT AWARENESS MONTH” in Bertie County, and commend its observance to all citizens.

IN WITNESS WHEREOF,

Bertie County
Board of Commissioners

Chairman

Attest:

Deputy Clerk to the Board



C-6



Mid-East Commission Area Agency on Aging

July 1, 2023 through June 30, 2024

Home and Community Care Block Grant for Older Adults

Agreement for the Provision of County-Based Aging Services

This Agreement, entered into as of this 1st day of July 2023, by and between the County of Bertie (hereinafter referred to as the "County") and the Mid-East Commission Area Agency on Aging, (hereinafter referred to as the "Area Agency").

Witnesseth That:

WHEREAS, the Area Agency and the County 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 Area Agency 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 Area Agency through the North Carolina Division of Aging and Adult Services, as set forth in a) this document, b) the County Funding Plan, as reviewed by the Area Agency and the Division of Aging and Adult Services, c) the Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers, d) the Division of Aging and Adult Services Service Standards Manual, Volumes I through IV, and, e) 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. As provided in the Area Plan, community service providers specified by the County to encourage maximum collocation and coordination of services for older persons are as follows:

Bertie County Department of Social Services
Bertie County Council on Aging

- 1(a) The Community Service Provider(s), shall be those specified in the County Funding Plan on the Provider Services Summary format(s) (DAAS-732) for the period ending June 30 for the year stated above.

2. Availability of Funds. The terms set forth in this Agreement for payment are contingent upon the receipt of Home and Community Care Block Grant funding by the Area Agency.
3. Grant Administration. The grant administrator for the Area Agency shall be Annette Eubanks, Aging Program Director. The grant administrator for the County shall be Juan Vaughan II, Bertie County Manager.

It is understood and agreed that the grant administrator for the County shall represent the County in the performance of this Agreement. The County shall notify the Area Agency in writing if the administrator changes during the grant period. Specific responsibilities of the grant administrator for the County are provided in paragraph seven (7) of this Agreement.

4. Services authorized through the County Funding Plan, as specified on the Provider Services Summary format(s) (DAAS-732) are to commence no later than July 1 of the state fiscal year and shall be undertaken and pursued in such sequence as to assure their expeditious completion. All services required hereunder shall be completed on or before the end of the Agreement period, June 30 of the state fiscal year.
5. Assignability and Contracting. The County shall not assign all or any portion of its interest in this Agreement. Any purchase of services with Home and Community Care Block Grant for Older Adults funding shall be carried out in accordance with the procurement and contracting policy of the community services provider or, where applicable, the Area Agency, which does not conflict with procurement and contracting requirements contained in 45 CFR Part 75, Subpart D-Post Federal Award Requirements, Procurement Standards. Federal funds shall not be awarded to any subrecipients who have been suspended or debarred by the Federal government. In addition, Federal funds may not be used to purchase goods or services costing over \$100,000 from a vendor that has been suspended or debarred from Federal grant programs.
6. Compensation and Payments to the County. Per HCCBG procedures, Title III funds flow from the U.S. Department of Health and Human Services, Administration on Aging, to the N.C. Division of Aging to the Area Agency to the individual county governments at which point funds are disbursed for county aging services. The County shall be compensated for the work and services actually performed under this Agreement by payments to be made monthly by the Area Agency. Total reimbursement to the community service providers under this Agreement may not exceed the grand total of Block Grant funding, as specified on the Provider Services Summary format (DAAS-732). It is the responsibility of the provider to ensure compensation is accurate each month.

(a) Interim Payments to the County

Upon receipt of a written request from the County, the Division of Aging and Adult Services, through the Area Agency, will provide the County Finance Officer with an interim payment equivalent to seventy percent (70%) of one-twelfth (1/12) of the County's Home and Community Care Block Grant allocation by the 22nd of each month.

(b) Reimbursement of Service Costs

Reimbursement 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. Community services providers have the capacity to enter data into the Aging Resources Management System (ARMS). Area Agencies on Aging are not responsible for entering amended service data into the Division of Aging and Adult Services Management Information System (ARMS). Client and reimbursement data will be transmitted to the Division of Aging and Adult Services via communications with the ARMS reporting software. DAAS will process the data and forward reimbursements to the Area Agency no later than the 25th calendar day of each month. The county should receive reimbursement by the 27th of the month.

(c) Role of the County Finance Director

The County Finance Director shall be responsible for disbursing Home and Community Care Block Grant Funding to Community Service Providers in accordance with procedures specified in the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Manual for Community Service Providers, revised February 17, 1997. The county finance director should pull monthly ARMS reports for a recap of funds paid to the county for reimbursement to individual service providers so that a proper accounting and reconciliation of funds may be accomplished. The county finance office should reimburse service providers no later than the last day of each month following the month of reporting with the exception of the month of February. Payment during the month of February should be made within three business days of receipt of funds from the Area Agency.

(d) Payment of Administration on Aging Nutrition Services Incentive Program (NSIP) Subsidy

NSIP subsidy for congregate and home delivered meals will be disbursed by the Division of Aging and Adult Services through the Area Agency to the County on a monthly basis, subject to the availability of funds as specified in Section 3 of the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Services Providers, revised February 17, 1997.

If through the US Department of Agriculture Area Agency on Aging Elections Project, the County elects to receive a portion of its USDA entitlement in the form of surplus commodity foods in lieu of cash, the Area Agency will notify the County in writing of its community valuation upon notification from the Division of Aging and Adult Services. The delivery of commodity and bonus foods is subject to availability. The County will not receive cash entitlement in lieu of commodities that are unavailable or undelivered during the Agreement period.

7. Reallocation of Funds and Budget Revisions. Any reallocation of Block Grant funding between counties shall be voluntary on the part of the County and shall be effective only for the period of the Agreement. The reallocation of Block Grant funds between counties will not affect the allocation of future funding to the County. If during the performance period of the Agreement, the Area Agency determines that a portion of the Block Grant will not be expended, the grant administrator for the County shall be notified in writing by the Area Agency and funds will be made available for reallocation to other counties in the Planning and Service Area or elsewhere in the state.

The County authorizes community service providers to implement budget revisions which do not cause the County to fall below minimum budgeting requirements for access, in-home, congregate, and home delivered meals services, as specified in Division of Aging and Adult Services budget instructions issued to the County. If a budget revision will cause the County to fall below minimum budgeting requirements for any of the aforementioned services, as specified in Division of Aging and Adult Services budgeting instructions issued to the County, the grants administrator for the County shall obtain written approval for the revision from the Area Agency prior to implementation by the community service provider, so as to assure that regional minimum budgeting requirements for the aforementioned services will be met.

8. Monitoring. This Agreement will be monitored to assure that services are being provided as stated in the Division of Aging and Adult Service Monitoring Policies and Procedures at <http://www.ncdhhs.gov/aging/monitor/mpolicy.htm>.

The monitoring of services provided under this Agreement shall be carried out by the Area Agency on Aging in accordance with its Assessment Plan and as specified in Administrative Letter 12-08. As of July 1, 2012, DAAS Program Compliance Representatives (PCRs) are no longer monitoring HCCBG services provided through county departments of social services.

Counties and community service providers will receive a written report of monitoring findings in accordance with procedures established in Section 308 of the AAA Policies and Procedures Manual (<http://www.ncdhhs.gov/aging/monitor/mpolicy.htm>). Any areas of non-compliance will be addressed in a written corrective action plan with the community service provider.

9. Disputes and Appeals. Any dispute concerning a question of fact arising under this Agreement shall be identified to the designated grants administrator for the Area Agency. In accordance with Lead Regional Organization (LRO) policy, a written decision shall be promptly furnished to the designated grants administrator for the County.

The decision of the LRO is final unless within twenty (20) days of receipt of such decision the Chairman of the Board of Commissioners 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 Area Agency. The request for appeal shall state the exact nature of the complaint. The Division of Aging and Adult Services will inform the Chairman of the Board of Commissioners of its appeal procedures and will inform the Area Agency 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
 693 Palmer Drive
 2101 Mail Service Center
 Raleigh, North Carolina 27699-2101

10. Termination for Cause. If through any cause, the County shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or the County has or shall violate any of the covenants, agreements, representations or stipulations of this Agreement, the Area Agency shall have the right to terminate this Agreement by giving the Chairman of the Board of Commissioners written notice of such termination no fewer than fifteen (15) days prior to the effective date of termination. In such event, all finished documents and other materials collected or produced under this Agreement shall at the option of the Area Agency, become its property. The County shall be entitled to receive just and equitable compensation for any work satisfactorily performed under this Agreement.
11. Audit. The County 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) Uniform Guidance 2 CFR Part 200.

Community service providers, as specified in paragraph one (1), who are not units of local government or otherwise subject to the audit and other reporting requirements of the Local Government Commission are subject to audit and fiscal reporting requirements, as stated in NC General Statute 143C-6-22 and 23 and OMB Uniform Guidance CFR 2 Part 200, where applicable. Applicable community service providers must send a copy of their year-end financial statements, and any required audit, to the Area Agency on Aging. 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 Uniform Guidance 2 CFR Part 200, but are subject to NC General Statute 143C-6-22 and 23 and Yellow Book audit requirements, where applicable. **Federal funds** may not be used to pay for a **Single or Yellow Book audit** unless it is 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 <https://www.osbm.nc.gov/management/grants>.

The following provides a summary of reporting requirements under NCGS 143C-6-22 and 23 and OMB Uniform Guidance 2 CFR Part 200 based upon funding received and expended during the service provider's fiscal year.

<u>Annual Expenditures</u>	<u>Report Required to AAA</u>	<u>Allowable Cost for Reporting</u>
<ul style="list-style-type: none"> Less than \$25,000 in State or Federal funds 	Certification form and State Grants Compliance Reporting <\$25,000 (item # 11, Activities and Accomplishments does <u>not</u> have to be completed) OR Audited Financial Statements in Compliance with GAO/GAS (i.e. Yellow Book)	N/A
<ul style="list-style-type: none"> Greater than \$25,000 and less than \$500,000 in State Funds or \$750,000 in Federal Funds 	Certification form and Schedule of Grantee Receipts >\$25,000 and Schedule of Receipts and Expenditures OR Audited Financial Statements in Compliance with GAO/GAS (i.e. Yellow Book)	N/A
<ul style="list-style-type: none"> \$500,000 + in State funds but Federal pass through in an amount less than \$750,000 	Audited Financial Statement in compliance with GAO/GAS (i.e. Yellow Book)	May use State funds, but <u>not</u> Federal Funds
<ul style="list-style-type: none"> \$500,000+ in State funds <u>and</u> \$750,000+ in Federal pass through funds 	Audited Financial Statement in compliance with OMB Uniform Guidance 2 CFR Part 200 (i.e. Single Audit)	May use State and Federal funds
<ul style="list-style-type: none"> Less than \$500,000 in State funds <u>and</u> \$750,000+ in Federal pass through funds 	Audited Financial Statement in compliance with OMB Uniform Guidance 2 CFR Part (i.e. Single Audit)	May use Federal funds, but <u>not</u> State funds.
<p>12. <u>Audit/Assessment Resolutions and Disallowed Cost.</u> It is further understood that the community service providers are responsible to the Area Agency for clarifying any audit exceptions that may arise from any Area Agency assessment, county or community service provider single or financial audit, or audits conducted by the State or Federal Governments. In the event that the Area Agency or the Department of Health and Human Services disallows any expenditure made by the community service provider for any reason, the County shall promptly repay such funds to the Area Agency once any final appeal is exhausted in accordance with paragraph nine (9). The only exceptions are if the Area Agency on Aging is designated as a community service provider through the County Funding Plan or, if as a part of a procurement</p>		

process, the Area Agency 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 Area Agency is responsible for any disallowed costs. The County or Area Agency on Aging 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 Uniform Guidance CFR 2 Part 200, 45 CFR Part 1321 or state eligibility requirements as specified in policy.

13. Indemnity. The County agrees to indemnify and save harmless the Area Agency, 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 County.
14. Equal Employment Opportunity and Americans With Disabilities Act Compliance. Both the County and community service providers, as identified in paragraph one (1), shall comply with all federal and state laws relating to equal employment opportunity and accommodation for disability.

Duties of Provider Agencies. Provider agencies shall attend quarterly Regional Advisory Aging Committee meetings and upon request of the Area Agency shall attend any committee or special meeting relating to the project, or staff development training. Providers shall provide input concerning the needs of seniors residing in their committees and provide details concerning waiting list. Providers shall submit reports and other requested materials in a timely manner to the Area Agency. Reports not submitted as required by the Area Agency shall be viewed as a breach of contract and could result in a termination for cause.

15. Data to be Furnished to the County. All information which is existing, readily available to the Area Agency without cost and reasonably necessary, as determined by the Area Agency's staff, for the performance of this Agreement by the County shall be furnished to the County and community service providers without charge by the Area Agency.
16. Rights in Documents, Materials and Data Produced. The County and community service providers agree that at the discretion of the Area Agency, 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 Area Agency upon termination or completion of the work. Both the Area Agency and the County 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 County.
17. Interest of the Board of Commissioners. The Board of Commissioners covenants that neither the Board of Commissioners 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.

18. Interest of Members of the Area Agency, Lead Regional Organization, and Others. No officer, member or employee of the Area Agency and no member of its governing body or Lead Regional Organization, 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 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 there from.
19. Officials not to Benefit. No member of or delegate to the Congress of the United States of America, County 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.
20. Prohibition Against Use of Funds to Influence Legislation. 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 County to engage in any activity designed to influence legislation or appropriations pending before Congress.
21. Confidentiality and Security. Any client information received in connection with the performance of any function of a community service provider or its subcontractors under this Agreement shall be kept confidential. The community service provider acknowledges that in receiving, storing, processing, or otherwise handling any confidential information, the agency and any subcontractors will safeguard and not further disclose the information except as provided in this Agreement and accompanying documents. Any identifying client information including but not limited to address, county of residence, and phone number shall not be released without written authorization of the Area Agency on Aging and the client.
22. Record Retention and Disposition. All state and local government agencies, nongovernmental entities, and their subrecipients, including applicable vendors, that administer programs funded by federal sources passed through the NC DHHS and its divisions and offices are expected to maintain compliance with the NC DHHS record retention and disposition schedule and any agency-specific program schedules developed jointly with the NC Department of Cultural Resources, Division of Archives and Records. Retention requirements apply to the community service providers funded under this Agreement to provide Home and Community Care Block Grant services. Information on retention requirements is posted at <https://www.ncdhhs.gov/about/administrative-offices/office-controller/records-retention> and updated semi-annually by the NC DHHS Controller's Office. By funding source and state fiscal year, this schedule lists the earliest date that grant records in any format may be destroyed. The Division of Archives and Records provides information about destroying confidential data and authorized methods of record destruction (paper and electronic) at <https://archives.ncdcr.gov/government/retention-schedules>.

The NC DHHS record retention schedule is based on federal and state regulations and pertains to the retention of all financial and programmatic records, supporting documents, statistical records, and all other records supporting the expenditure of a federal grant award. Records legally required for ongoing official proceedings, such as outstanding litigation, claims, audits,

or other official actions, must be maintained for the duration of that action, notwithstanding the instructions of the NC DHHS record retention and disposition schedule.

In addition to record retention requirements for records in any format, the long-term and/or permanent preservation of electronic records require additional commitment and active management by agencies. The community service provider will comply with all policies, standards, and best practices published by the Division of Aging and Adult Services regarding the creation and management of electronic records.

- 23. Applicable Law. 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.

In witness whereof, the Area Agency and the County have executed this Agreement as of the day first written above.

Bertie County

Attest:

_____ By: _____
 Chairman, Board of Commissioners

Area Agency

Attest:

_____ By: _____
 Area Agency Director Executive Director,
 Lead Regional Organization

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: _____
 FINANCE OFFICER, Lead Regional Organization

Home and Community Care Block Grant for Older Adults

County Funding Plan

County: Bertie
 July 1, 2023 through June 30, 2024

County Services Summary

	A	B	C	D	E	F	G	H	I
Services	Block Grant Funding				Total	HCCBG	Reimbursement	Projected	Projected
	Other	In-Home	Other	Total					
Access	In-Home	Local Match	Service Cost	Subsidy	Funding	Units	Rate	Clients	Units
Congregate (180)	48000		53333	8720	62053	10296	5,1802	1988	10997
HDM (020)	43000		4778	8098	55876	9199	5,1937	1771	10123
Gen. Transp. (250)	6000		667		667	460	14,4935	32	528
Med. Transp. (033)	8000		889		889	300	29,6300	10	300
Level I Personal Care (042)	41975		4664		46639	2585	18,0422	143	2585
Senior Ctr. Oper. (170)	20000		2222		22222				
Housing & Home Improvement (140)	18000		2000		20000				
DSS									
Personal Care (041)	37000		4111		41111	2222	18,5	8	2222
Total	14000	78975	129000	221975	24664	246639	16818	263457	25062

Signature, Chairman, Board of Commissioners

Date

BERTIE COUNTY

103 W. SCHOOL STREET

WINDSOR, NC 27983

Home and Community Care Block Grant for Older Adults

County Funding Plan

DAAS-732

County:

BERTIE

Budget Period:

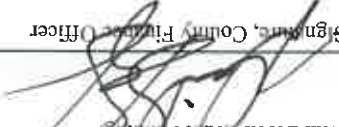
July 2023 through June 2024

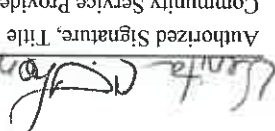
Revision #:

Date:

Provider Services Summary

A		B		C		D		E		F		G		H		I	
Services		Direct	Purchase	Access	In-Home	Other	Total	Required	Local Match	Net Service Cost	NSIP Subsidy	Total Funding	Projected HCDBG Units	Projected HCDBG Reimburse Rate	Projected HCDBG Clients	Projected Total Units	
CONGREGATE NUTRITION		X		\$ -	\$ -	\$ 48,000	\$ 48,000	\$ 48,000	\$ 43,000	\$ 47,778	\$ 8,098	\$ 62,053	10,296	\$ 5,1802	1,988	10,997	
HOME DELIVERED MEALS		X		\$ -	\$ -	\$ 43,000	\$ 43,000	\$ 43,000	\$ 4,778	\$ 47,778	\$ 8,098	\$ 55,876	9,199	\$ 5,1937	1,771	10,123	
TRANSPORTATION (GENERAL)		X		\$ 6,000	\$ -	\$ 6,000	\$ 6,000	\$ 667	\$ 6,000	\$ 6,667	\$ -	\$ 6,667	460	\$ 14,4935	32	528	
TRANSPORTATION (MEDICAL)		X		\$ 8,000	\$ -	\$ 8,000	\$ 8,000	\$ 889	\$ 8,000	\$ 8,889	\$ -	\$ 8,889	300	\$ 29,6300	10	300	
In-Home Aide-Level II - Personal Care		X		\$ -	\$ 41,975	\$ -	\$ 41,975	\$ 4,664	\$ 41,975	\$ 46,639	\$ -	\$ 46,639	2,585	\$ 18,0422	143	2,585	
Senior Center Operation		X		\$ -	\$ -	\$ 20,000	\$ 20,000	\$ 2,222	\$ 20,000	\$ 22,222	\$ -	\$ 22,222		\$ -			
Housing & Home Improvement		X		\$ -	\$ -	\$ 18,000	\$ 18,000	\$ 2,000	\$ 18,000	\$ 20,000	\$ -	\$ 20,000		\$ -			
Total				\$ 14,000	\$ 84,975	\$ 86,000	\$ 184,975	\$ 20,553	\$ 205,528	\$ 16,818	\$ 222,346	22,840	\$ 3,944			24,533	

Certification of required minimum local match availability:
 Required local match will be expended simultaneously
 with Block Grant Funding.
 Signature, County Finance Officer:  Date: 8-3-23

Authorized Signature, Title:  Community Service Provider
 Signature, Chairman, Board of Commissioners: _____ Date: _____



C-7



C-8

STATE OF NORTH CAROLINA

GRANTEE'S FEDERAL TAX I.D.#

COUNTY OF WAKE

56-6000276

N.C. Parks and Recreation Trust Fund Accessibility for Parks (AFP) Project Agreement

Grantee: Bertie County

**Grantee Address and Contact Information: PO Box 530, Windsor, NC 27983
252-794-5360 or william.roberson@bertie.nc.gov**

Grantee Fiscal Year End Date: June 30

Grant Award Date: March 3, 2023

Project Number: 2023-1040

Project Title: TGOW Outdoor Ed & Events

Period Covered by This Agreement: 6/1/2023 to 5/31/2026

Project Scope (Description of Project): Pavilion 66 x 30, Picnic Area, Stage, Lawn Seating with 5 Inclusive Use, Restroom, Planning Costs

Project Costs:	AFP Grant Award Amount	\$ <u>500,000</u>
	Local Government Match	\$ <u>100,000</u>

The North Carolina Department of Natural and Cultural Resources (hereinafter called the "Department") and Bertie County (hereinafter referred to as "Grantee") do hereby enter into this project agreement (the "Agreement"), effective as of the date of the last signature to this Agreement (the "Effective Date"), for the purpose of providing grant funding to the Grantee for the construction of new facilities or adaptation of existing facilities that meet the unique needs of children and veterans with disabilities. The Parties agree to comply with the terms, requirements, promises, conditions, plans, specifications, estimates, procedures, project proposals, maps, and assurances described in the North Carolina Parks and Recreation Trust Fund ("PARTF") statute (N.C.G.S. 143B-135.56) and administrative rules (07 NCAC 13K), Section 14.8 of N.C. Session Law 2021-180 authorizing the Accessibility for Parks ("AFP") grant program and funding, and the AFP grant application, which are hereby incorporated by reference into this Agreement and which are on file with the North Carolina Division of Parks and Recreation.

Now, therefore, the parties hereto do mutually agree as follows:

Upon execution of this Agreement, the Department hereby promises, in consideration of the promises by the Grantee herein, to provide to the Grantee the grant amount shown above. The Grantee hereby promises to efficiently and effectively manage the funds in accordance with the approved budget, to promptly complete grant assisted activities described above in a diligent and professional manner within the project period, and to monitor and report work performance.

Section I. Eligible Project Costs, Fiscal Management, and Recordkeeping

1. The AFP grant amount must be matched on the basis of at least one dollar of funding provided by the Grantee for every five dollars of funding provided by the State. To be eligible, project costs must be incurred during the period covered by this Agreement, be documented in the grant application, described in the project scope of

N.C. Parks and Recreation Trust Fund Accessibility for Parks Project Agreement

this Agreement, and initiated and/or undertaken after execution of this Agreement by the Grantee and the Department. The Department shall only pay or reimburse the Grantee for reasonable, eligible costs actually incurred by the Grantee that do not exceed the AFP grant award amount for the Project outlined on page 1 of this Agreement.

2. Payment shall be made in accordance with this Agreement, the Scope of Work (Attachment B), and PARTF statutes and rules. Payment for work performed will be made upon receipt and approval of invoice(s) from the Grantee documenting the costs incurred in the performance of work under this Agreement. Invoices may be submitted to the Contract Administrator quarterly. Final invoices, including accounting records that document all expenditures and request for reimbursement, must be received by the Department for approval prior to or at the time of the close-out inspection. Accounting records should be based on generally accepted local government accounting standards and principles. All accounting records and supporting documents will clearly show the Project Number and Project Title to which they are applicable.
3. Records created or obtained under this Agreement shall not be destroyed, purged or disposed of without the express written consent of the Department. State basic records retention policy requires all grant records to be retained for a minimum of five (5) years or until all audit exceptions have been resolved, whichever is longer. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Agreement has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.
4. The State Auditor and the Department's internal auditors shall have access to persons and records as a result of all contracts and grants entered into by state agencies and or political subdivisions in accordance with General Statute 147-64.7. Additionally, as the State funding authority, the Department shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.
5. The Grantee agrees to refund to the Department, subsequent to an audit of the project's financial records, any costs disallowed or required to be refunded to the Department on account of audit exceptions. The Grantee agrees that any unused State-awarded funds remaining after the completion of the project or termination of this Agreement shall revert back to the Department to be deposited into PARTF for distribution by the PARTF Authority.
6. The Parties agree and understand that the payment of the sums specified in this Agreement is dependent and contingent upon and subject to the appropriation, allocation and availability of funds for this purpose to the Department.

Section II. Project Execution

1. The Grantee may not deviate from the Scope of Work outlined in Attachment B without the prior written approval of the Department. When the Grantee seeks to change an element of the project, including, but not limited to, the project scope, a revised estimate of costs, a deletion or additions of project deliverables, or an extension of the Agreement period, the Grantee must submit in writing a request to the Department for approval.
2. The Grantee agrees to permit periodic audits and site inspections by the Department to ensure work progress in accordance with the approved project, including a required close-out inspection upon project completion. After project completion, the Grantee agrees to conduct compliance inspections at least once every five (5) years and to submit a Department-provided inspection report to the Department.
3. The Grantee shall not subgrant any of the work contemplated under this Agreement without prior written approval from the Department. The Department shall not be obligated to pay for any work performed by any

N.C. Parks and Recreation Trust Fund Accessibility for Parks Project Agreement

unapproved subgrantee or subrecipient. The Grantee or subrecipient is not relieved of any of the duties and responsibilities of this Agreement. Furthermore, any subrecipient must agree to abide by the standards contained in this Agreement and to provide all information to allow the Grantee to comply with these standards.

4. The Grantee shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such employees shall not be employees of or have any individual contractual relationship with the Department.
5. In the event the Grantee subcontracts for any or all of the services covered by this Agreement:
 - a. The Grantee is not relieved of any of the duties and responsibilities provided in this Agreement;
 - b. The Grantee's contract with the subcontractor must provide that the subcontractor agrees to abide by the standards contained in this Agreement or to provide such information as to allow the Grantee to comply with these standards; and
 - c. The Grantee's contract with the subcontractor must provide that the subcontractor agrees to allow state and federal authorized representatives access to any records pertinent to its role as a subcontractor.
6. The Grantee agrees to comply with all applicable reporting requirements for grant recipients at the designated reporting level as outlined in 09 NCAC 03M .0205, including providing a certification that State financial assistance received was used for the purposes for which it was awarded.
7. The Grantee agrees to maintain and manage AFP-assisted development/renovation projects for public recreation use for a minimum period of twenty-five (25) years after project completion.
8. The Grantee agrees to operate and maintain the project site so as to appear attractive and inviting to the public, kept in reasonably safe repair and condition, and open for public use at reasonable hours and times of the year, according to the type of facility and area.
9. The Grantee shall agree to place utility lines developed with PARTF assistance underground.
10. If the project site is rendered unusable for any reason whatsoever, the Grantee agrees to immediately notify the Department of said conditions and to make repairs, at its own expense, in order to restore use and enjoyment of the project by the public.

Section III. Project Termination and Applicant Eligibility

1. The Grantee may unilaterally rescind this Agreement at any time prior to the expenditure of funds by the State on the project described in this Agreement.
2. Termination by Mutual Consent: The Parties may terminate this Agreement by mutual consent with sixty (60) days' written notice to the other Party, or as otherwise provided by law. If the Agreement is terminated by the Department as provided herein, the Grantee shall be paid for services satisfactorily completed, less payment or compensation previously made. Unexpended funds held by the Grantee shall revert to the PARTF upon termination of this Agreement.
3. Termination for Cause: If, through any cause, the Grantee shall fail to fulfill its obligations under this Agreement in a timely and proper manner, the Department shall have the right to terminate this Agreement by giving written notice to the Grantee and specifying the effective date thereof. Unexpended funds held by the Grantee shall revert to the PARTF upon termination of this Agreement. If the Agreement is terminated by the Department as provided herein, the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made.

N.C. Parks and Recreation Trust Fund Accessibility for Parks Project Agreement

Notwithstanding the foregoing provision, the Grantee shall not be relieved of liability to the Department for damages sustained by the Department by virtue of the Grantee's breach of this Agreement, and the Department may withhold any payment due the Grantee for the purpose of setoff until such time as the exact amount of damages due the Department from such breach can be determined.

In addition, in the event of default by the Grantee under this Agreement, the State may immediately cease doing business with the Grantee, immediately terminate for cause all existing contracts the State has with the Grantee, and de-bar the Grantee from doing future business with the State.

Upon the Grantee filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Grantee, the State may immediately terminate, for cause, this Agreement and all other existing contracts the Grantee has with the State, and de-bar the Grantee from doing future business.

4. Failure by the Grantee to comply with the provisions and conditions set forth in the formal application, PARTF administrative rules, Section 14.8 of N.C. Session Law 2021-180, and this Agreement may result in the Department declaring the Grantee ineligible for further participation in future PARTF or AFP grant cycles, in addition to any other remedies provided by law, until such time as compliance has been obtained to the satisfaction of the Department.
5. Waiver by the Department of any default or breach in compliance with the terms of this Agreement by the Grantee shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this Agreement unless stated to be such in writing, signed by an authorized representative of the Department and the Grantee and attached to the Agreement.
6. Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Section IV. General Terms

1. This Agreement is subject to the reporting requirements described in the Notice of Certain Reporting and Audit Requirements (Attachment A).
2. The Grantee must ensure that grant funds dispersed under this Agreement are audited in compliance with State and federal audit requirements for local governments and public authorities, institutions of higher education, and nonprofit organizations, and, as applicable, according to the standards of the federal Single Audit Act and Circular A-133 "Audits of States, Local Governments, and Nonprofit Organizations" as supplied by the Executive Office of the President, Office of Management and Budget, Washington, DC.
3. No assignment of the Grantee's obligations or the Grantee's right to receive payment hereunder shall be permitted. However, upon written request approved by the Department, the Department may:
 - a. Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
 - b. Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s). In no event shall such approval and action obligate the Department to anyone other than the Grantee and the Grantee shall remain responsible for fulfillment of all Agreement obligations.
4. Except as otherwise provided herein, this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Department and the named Grantee. Nothing contained in this document shall give or

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allow any claim or right of action whatsoever by any other third person. It is the express intention of the Department and Grantee that any such person or entity, other than the Department or the Grantee, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

5. To the extent allowed by law, the Grantee shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Grantee in the performance of this Agreement and that are attributable to the negligence or intentionally tortious acts of the Grantee.
6. All notices permitted or required to be given by one party to the other and all questions about the Agreement from one party to the other shall be addressed and delivered to the other party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either party may change the post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving written notice to the other party within thirty (30) calendar days of such change. The Grantee shall not substitute key personnel assigned to the performance of this Agreement, as outlined below, without prior written approval by the Department's Contract Administrator.

Department Contract Administrator	Grantee Contract Administrator
NC Department of Natural and Cultural Resources Division of Parks and Recreation Attention: Ms. Vonda Martin, Manager of Grants and Outreach 1615 Mail Service Center Raleigh, NC 27699-1615 Telephone 919-707-93338 Email: Vonda.Martin@ncparks.gov	William Roberson Director Bertie County Governmenturces PO Box 530 Windsor, NC 27983 252-794-5360 william.roberson@bertie.nc.gov

7. The Grantee agrees to comply with all applicable federal, state and local laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to this Agreement and the conduct of its normal operations, including, but not limited to, purchasing, construction, land acquisition, fiscal management, equal employment opportunity, accessibility, and the environment.
8. The Grantee shall comply with all federal and State laws relating to equal employment opportunity. The Grantee shall take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.
9. In accordance with Executive Order 24 (signed October 18, 2017), the Grantee agrees not to discriminate against any person on the basis of race, color, ethnicity, national origin, age, disability, sex, pregnancy, religion, National Guard or veteran status, sexual orientation, gender identity or expression in the use of any property or facility acquired or developed pursuant to this Agreement.
10. Grantees shall have on file with the Department a copy of the Grantee's policy addressing conflicts of interest that may arise involving the Grantee's management employees and the members of its governing body as set forth in N.C.G.S. § 143C-6-23(b). The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the Grantee's employees or members of its board or other governing body, from the Grantee's disbursing of state funds and local matching funds and shall include actions to be taken by the Grantee or the individual, or both to avoid conflicts of interest and the appearance of impropriety.

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The policy shall be filed before the Department may disburse the grant funds, unless the Grantee is covered by the provisions of N.C.G.S. 160A-479.11 and/ or 14-234. [N.C.G.S. 143C-6-23(b)(2007)]. Grantee shall at all times comply with the Grantee's conflict of interest policy.

11. The Grantee certifies that it:
 - a. Has neither used nor will use any appropriated funds for payment to lobbyists;
 - b. Will disclose the name, address, payment details, and purposes of any agreement with lobbyists whom Grantee or its sub-tier contractor(s) or sub-grantee(s) will pay with profits or non-appropriated funds on or after December 22, 1989; and,
 - c. Will file quarterly updates about the use of lobbyists if material changes occur in their use.
12. Except as otherwise provided herein or unless superseded by applicable federal or State statute of limitations, all promises, indemnifications, requirements, terms conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Agreement expiration or termination date.
13. This Agreement may not be amended orally or by performance. Amendments shall be made in writing on a form prepared by the Department and duly executed by an authorized representative of the Department and the Grantee.
14. If any provisions of this Agreement are held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.
15. If eligible, the Grantee and all subrecipients shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Agreement, pursuant to N.C.G.S. § 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.
16. Travel expenses shall not be reimbursed in the performance of this Agreement. If travel is necessary in the performance of this Agreement, it shall be included in the approved project budget and narrative.
17. This Agreement and any documents incorporated specifically by reference represent the entire agreement between the Parties and supersede all prior oral or written statements or agreements. This Agreement and any addenda thereto, are incorporated herein by reference as though set forth verbatim. All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Agreement expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGES FOLLOWS]

N.C. Parks and Recreation Trust Fund Accessibility for Parks Project Agreement

Section V. Attestation and Execution

N.C.G.S. §133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this Agreement, you (Grantee) attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

In witness whereof, the Department and the Grantee have executed this Agreement in duplicate originals, one of which is retained by each of the parties.

Name of Grantee (Local Government)	Signature of Grantee (Chief Elected Official)
Typed or Printed Name of Official	Title of Official
Date	

(Notary Public Completes)

State of North Carolina

County of

On this _____ day of _____, 20____, _____

personally appeared before me the said named _____, in their capacity as _____ for Grantee, to me known and known to me to be the person described in and who executed the foregoing instrument, and he (or she) acknowledged that he (or she) executed the same and being duly sworn by me, made oath that the statements in the foregoing instrument are true.

My commission expires: _____, 20_____.

Signature of Notary Public

(Seal Here)


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**North Carolina Department of Natural and Cultural Resources
D. Reid Wilson, Secretary**

By:

Department Head or
Authorized Agent
for Secretary Wilson

Title

Date

N.C. Parks and Recreation Trust Fund Accessibility for Parks Project Agreement

Attachment A

Notice of Certain Reporting and Audit Requirements

The Grantee shall comply with all rules and reporting requirements established by State statute or administrative rules. For convenience, the requirements are set forth in this Attachment.

Reporting Thresholds.

There are three reporting levels established for grantees and subrecipients receiving State financial assistance. Reporting levels are based on the level of State financial assistance from all funding sources. The reporting levels are:

- (1) Level I – A grantee or subrecipient that receives, holds, uses, or expends State financial assistance in an amount less than twenty-five thousand dollars (\$25,000) within its fiscal year.
- (2) Level II - A grantee or subrecipient that receives, holds, uses, or expends State financial assistance in an amount of at least twenty-five thousand (\$25,000) or greater, but less than five hundred thousand dollars (\$500,000) within its fiscal year.
- (3) Level III – A grantee or subrecipient that receives, holds, uses, or expends State financial assistance in an amount equal to or greater than five hundred thousand dollars (\$500,000) within its fiscal year.

Reporting requirements for grantees that meet the following reporting standards on an annual basis:

- (1) All grantees and subrecipients shall provide a certification that State financial assistance received or held was used for the purposes for which it was awarded.
- (2) All grantees and subrecipients shall provide an accounting of all State financial assistance received, held, used, or expended.
- (3) Level II and III grantees and subrecipients shall report on activities and accomplishments undertaken by the Grantee, including reporting on any performance measures established in this Agreement.
- (4) Level III grantees and subrecipients shall have a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book.

All reports shall be filed with the Department in the format and method specified by the Department no later than three (3) months following the end of the Grantee's fiscal year. Audits must be provided to the Department no later than nine (9) months following the end of the Grantee's fiscal year. The Grantee shall use the reporting package forms provided by the Department in making and submitting reports to the Department.

Unless prohibited by law, the costs of audits made in accordance with the provisions of this Agreement shall be allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in the Code of Federal Regulations, 2 CFR Part 200. The cost of any audit not conducted in accordance with this Agreement shall not be charged to State awards.

Notwithstanding the provisions of this Agreement, a grantee may satisfy the reporting requirements of this Agreement by submitting a copy of the report required under federal law with respect to the same funds.

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Attachment B
Scope of Work

North Carolina Division of Parks and Recreation
Parks and Recreation Trust Fund – AFP Grant Program for Local Governments

Grantee: Bertie County

Title of Project: TGOW Outdoor Ed & Events

Project Number: 2023-1040

Contract Number: 2023-1040

Amount of Grant: \$ 500,000

Amount of Match: \$ 100,000

Contact Person for Project: William Roberson

Title: Director

Address: PO Box 530, Windsor, NC 27983

Telephone: 252-794-5360

Contact email address: william.roberson@bertie.nc.gov

Scope of Project: Pavilion 66 x 30, Picnic Area, Stage, Lawn Seating with 5 Inclusive Use, Restroom, Planning Costs

Length of Project: 36 months (6/1/2023 through 5/31/2026)

Schedule for Reimbursements: Grantee may submit bills quarterly after a significant portion of work has been completed on the project element(s). Not more than 90% of the grant will be reimbursed until the grantee completes the project elements specified in the grant (refer to detailed budget submitted with grant application).

The Bertie County grant application and supporting documentation are, by reference, part of the Agreement. The administrative rules of the N.C. Parks and Recreation Trust Fund are, by reference, a part of the Agreement.



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: August 7, 2023

SECTION: Discussion

DEPARTMENT: Governing Body (D-1 to D-6)

TOPIC(S):

1. Update on County Surplus Sale
2. Update on County Animal Shelter
3. Update on Basketball Court at Recreation Complex
4. Update on Funding to Cover Increases for Probationary Employees
5. Discuss Board's Participation in Community Forum, Mount Olive Missionary Baptist Church, 8/12/23, 10 AM
6. Discuss proposed 2024 Meeting Schedule for the Board of Commissioners, 2024 State Holiday Schedule

COUNTY MANAGER RECOMMENDATION OR COMMENTS:

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

ATTACHMENTS: No

LEGAL REVIEW PENDING: N/A

ITEM HISTORY: ---



D-5

Mount Olive
Missionary Baptist Church

Community Forum

#2

AUGUST 12, 2023
10 AM

ISSUES

Presenters:

Bertie County Commissioners
Hertford County Commissioners

Special Recognition Presented to
The Honorable G. K. Butterfield
Former US Representative (NC-01)



ACTIONS

PROBLEMS

SOLUTIONS

COME SHARE YOUR CONCERNS

252-348-2644 ☎

102 Mt. Olive Rd., Windsor, NC 📍



D-6

2024 MEETING SCHEDULE - BERTIE COUNTY BOARD OF COMMISSIONERS

Meeting Date	Time	Meeting Area	Meeting Location
1/8/2024	6:00 PM	Commissioners Room	106 Dundee Street, Windsor, NC
2/5/2024	6:00 PM	Commissioners Room	106 Dundee Street, Windsor, NC
3/4/2024	6:00 PM	Commissioners Room	106 Dundee Street, Windsor, NC
4/8/2024	6:00 PM	Commissioners Room	106 Dundee Street, Windsor, NC
5/6/2024	6:00 PM	Commissioners Room	106 Dundee Street, Windsor, NC
6/3/2024	6:00 PM	Commissioners Room	BUDGET PUBLIC HEARING
7/1/2024	6:00 PM	Commissioners Room	106 Dundee Street, Windsor, NC
8/5/2024	6:00 PM	Commissioners Room	106 Dundee Street, Windsor, NC
9/9/2024	6:00 PM	Commissioners Room	106 Dundee Street, Windsor, NC
10/7/2024	6:00 PM	Commissioners Room	106 Dundee Street, Windsor, NC
11/4/2024	6:00 PM	Commissioners Room	106 Dundee Street, Windsor, NC
12/9/2024	6:00 PM	Commissioners Room	106 Dundee Street, Windsor, NC
*** If there are any questions regarding this calendar, please call the Clerk to the Board at (252)794-6110.***			
This schedule is subject to change. Please visit the County website (www.co.bertie.nc.us) to receive information about cancellations or meeting location			
All meetings are scheduled on Monday unless denoted with an asterick(*).			

NACo Annual Conference -July 12th-15th
 NCACC – TBD
 County Advocacy Days - TBD

2024 Holiday Schedule

Holiday	Observance Day	Day of Week
New Year's Day	January 1, 2024	Monday
Martin Luther King, Jr. Birthday	January 15, 2024	Monday
Good Friday	March 29, 2024	Friday
Memorial Day	May 27, 2024	Monday
Juneteenth Day	June 19, 2024	Wednesday
Independence Day	July 4, 2024	Thursday
Labor Day	September 2, 2024	Monday
Veterans Day	November 11, 2024	Monday
Thanksgiving	November 28 & 29, 2024	Thursday & Friday
Christmas	December 24, 25, & 26, 2024	Tuesday, Wednesday & Thursday