

# Bertie County Board of Commissioners



January 17, 2017  
**7:00 PM**

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

**BERTIE COUNTY BOARD OF COMMISSIONERS**

January 17, 2017

Regular Meeting

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

**7:00-7:05** Call to Order and Welcome by Chairman Trent (Town Hall, Powellsville)

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

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

(A)

\*\*\* **APPOINTMENTS** \*\*\*

**7:25-7:35** (1) Introductory presentation by Dr. Steven Hill, Bertie County Public Schools Superintendent

**7:35-7:45** (2) Hurricane Matthew Recovery - Update from Holland Consulting's Chris Hilbert, Program Administrator

**Board Appointments (B)**

1. There are no Board Appointments.

**Consent Agenda (C)**

1. Approve minutes for Regular Session 1-3-17
2. Approve minute for Work Session 1-3-17
3. Approve minutes for Closed Session 1-3-17
4. Tax Release Journal – December 2016

**\*\*\*OTHER ITEMS\*\*\***

**Discussion Agenda (D)**

1. Discuss approval of a letter of support to legislators for a vote of support for a new terminal building at the Tri-County Airport in Rich Square
2. Discuss approval for Letter of Understanding with Holland Consulting; approval of contract, and Work Authorization #1
3. Discuss agenda for Planning Session on Tuesday, January 31, 2017 and the recessing of this meeting until 9:00 AM that morning

**Commissioners' Reports (E)**

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

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

**Public Comments Continued**

*\*3 minute time limit per speaker\**

**Closed Session**

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

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

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

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

**Recess**



# Bertie County

Board of Commissioners

## ITEM ABSTRACT

**MEETING DATE:** January 17, 2017

**AGENDA ITEM:** A-1

**DEPARTMENT:** Governing Body

**SUBJECT:** Introductory presentation by Dr. Steven Hill, Bertie County Public Schools Superintendent

**COUNTY MANAGER RECOMMENDATION OR COMMENTS:**

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

**ATTACHMENTS:** No

**LEGAL REVIEW PENDING:** N/A

**ITEM HISTORY:** ---



# Bertie County

Board of Commissioners

## ITEM ABSTRACT

**MEETING DATE:** January 17, 2017

**AGENDA ITEM:** A-2

**DEPARTMENT:** Governing Body

**SUBJECT:** Hurricane Matthew Recovery - Update from Holland Consulting's Chris Hilbert, Program Administrator

**COUNTY MANAGER RECOMMENDATION OR COMMENTS:**

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

**ATTACHMENTS:** No

**LEGAL REVIEW PENDING:** N/A

**ITEM HISTORY:** ---



# Bertie County

Board of Commissioners

## ITEM ABSTRACT

**MEETING DATE:** January 17, 2017

**AGENDA ITEM:** C-1

**DEPARTMENT:** Governing Body

**SUBJECT:** Approve minutes for Regular Session 1-3-17

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

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

**ATTACHMENTS:** Yes

**LEGAL REVIEW PENDING:** N/A

**ITEM HISTORY:** ---

**Windsor, North Carolina**  
**January 3, 2017**  
**Regular Meeting**

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

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

Absent: None

Staff Present: County Manager Scott Sauer  
Clerk to the Board Sarah S. Tinkham  
Assistant/County Attorney Lloyd Smith  
Finance Officer William Roberson  
Register of Deeds Annie Wilson  
Network Administrator Joe Wilkes

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

**CALL TO ORDER**

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

**INVOCATION/PLEDGE OF ALLEGIANCE**

Commissioner Lee led the Invocation and Pledge of Allegiance.

## PUBLIC COMMENTS

There were no public comments during this session.

## APPOINTMENTS

### **Enrollment update by Bobbi Holley of Better Beginnings for Bertie's Children**

Dr. Denauvo Robinson and Ms. Bobbi Holley of Bertie Beginnings for Bertie's Children presented an update to the Board about the latest numbers gathered through the Kid Find program.

The program is designed to find children between 3 and 4 years old, and to connect their parents with pre-school resources in the service area. Most resources are free to parents, and studies have shown that children perform better later in their academic lives if they are exposed to pre-school learning and socialization.

Ms. Holley also addressed the Board's questions about how this program reaches parents, and if there's involvement with the unregistered daycares in the area.

Ms. Holley stated that unregistered daycares are typically wary of working the Kid Find or Better Beginnings program as they are afraid the organization wants to "close them down," but the goal of the program is "outreach, and getting resources into these daycares to raise the bar," for children's education.

Ms. Mona Gilliam of the Bertie County School System, and collaborative Board member of the organization, emphasized the importance of literacy programs, and the need for pre-school education in regards to test scores later in a child's academic life.

The Board thanked Better Beginnings for the presentation, and Commissioner Lee shared that All God's Children Church in Aulander was planning a literacy program this summer.

**Presentation by Deborah Tayloe, Marketing Advisor, from the Roanoke-Chowan News Herald – 2017 Crossroads Magazine**

Deborah Tayloe of Crossroads Magazine came forth with information and potential art work for a Bertie County ad in the 2017 edition of Crossroads Magazine.

She stated that the County had participated in past years, but not since the publication switched to a full, collectable magazine format.

County Manager Sauer inquired what primary ad space was still available, and Ms. Tayloe mentioned that the first inside page next to the inside front cover (page 3) was currently available.

The Board reviewed the information, and after a brief discussion, Vice Chairman Bazemore made a **MOTION** for the County to purchase the ad space in the amount of \$1,550 on page 3 for a Bertie County advertisement. Commissioner White **SECONDED** the motion. The **MOTION PASSED** unanimously.

**BOARD APPOINTMENTS**

**Workforce Development Board - FYI**

The County has received an email from Jennie Bowen of the Mid-East Commission requesting that the Board consider replacements for two individuals that represented Bertie County.

This item was informational and no action was needed.



## CONSENT AGENDA

Upon review by Chairman Trent, Vice Chairman Bazemore made a **MOTION** to approve the Consent Agenda items below. Commissioner Wesson **SECONDED** the motion. The **MOTION PASSED** unanimously.

The Consent Agenda was approved as follows:

1. **Minutes** – Regular Session 12-5-16, Closed Session 12-5-16
2. **Resolution** – honoring the service of Granville “GT” Pittman, Chief Code Enforcement Administrator
3. **Worksite Agreement** – CADA of NC, Inc. for disaster relief employment project through Region Q WFDB
4. **Fees Report** – Register of Deeds – December 2016
5. **Release Journal** – Tax – November 2016

## DISCUSSION AGENDA

**Discuss compensatory time policy clarification amendment as requested at the Board’s meeting on Monday, December 5, 2016**

After a brief discussion, Commissioner Wesson made a **MOTION** to approve the proposed compensatory time policy clarification amendment to the Bertie County Personnel Policy. Vice Chairman Bazemore **SECONDED** the motion. The **MOTION PASSED** unanimously.

**Water District III Change Order No. 2, to secure remaining USDA Rural Development Grant funds to include Woodard Road Booster Pump Station, Well House #2 standby generator, and water line size increase in the amount of \$448,570**

After a brief summary update by County Manager Sauer, Commissioner Wesson made a **MOTION** to approve the Water District III Change Order No. 2, to secure remaining USDA Rural Development Grant funds to include Woodard Road Booster Pump Station, Well House #2 standby generator, and water line size increase in the amount of \$448,570 and to amend the project ordinance as outlined in the revised budget in the agenda packet. Commissioner Lee **SECONDED** the motion. The **MOTION PASSED** unanimously.

**Amendment to Martin County Regional PSAP back-up facility interlocal agreement, adding Pasquotank County**

There was some clarification needed about the location of this facility, and how it would operate in the event that all three counties included in the agreement were hit with an emergency situation.

County Manager Sauer stated that the Regional PSAP back-up facility can accommodate pertinent dispatch and emergency personnel in Martin County. Martin County would serve as the central location in the event that all three counties 9-11 systems were to go down for any reason.

Vice Chairman Bazemore made a **MOTION** to approve the amendment to the Martin County Regional PSAP back-up facility interlocal agreement adding Pasquotank County. Commissioner White **SECONDED** the motion. The **MOTION PASSED** unanimously.

**Roanoke-Chowan Community College is requesting permission to offer expanded educational services and training opportunities in Bertie County, and is seeking a letter of support**

This item was addressed in the Board's Work Session at 1:00 PM just prior to this meeting.

The Board did vote to support the expansion of educational and training opportunities for both community colleges that serve Bertie County.

**NCACC Legislative Goals Conference – January 12-13, 2017 – Voting Delegate**

After a short discussion, Commissioner Lee made a **MOTION** to nominate Chairman John Trent to serve as the voting delegate for Bertie County at the upcoming NCACC Legislative Goals Conference. Vice Chairman Bazemore **SECONDED** the motion. The **MOTION PASSED** unanimously.

**Pending Items/Updates**

The Board brief discussed possible dates for a new year planning session. The Board came to a consensus to hold a planning session on Tuesday, January 31, 2017 beginning at 9:00 AM.

A location is yet to be determined.

## COMMISSIONER'S REPORTS

Commissioner Wesson made a brief statement about his hopes for the Board in the new year. He stated his desire for the Board to “work closer as one unit,” and that there was “no room for lack of transparency.” He encouraged the Board “to work [together] for a better Bertie.”

Vice Chairman Bazemore gave no remarks at this time.

Commissioner Lee remarked that her church’s theme this year is “being a faithful servant,” and she asked citizens, and challenged the Board and all County employees to be faithful servants for a better community.

Commissioner White wished all of those present a Happy New Year, and thanked his fellow Commissioners for their service.

Chairman Trent echoed both Commissioner Lee and Commissioner White’s sentiments, and added that “all things are possible,” when people work together.

## **COUNTY MANAGER'S REPORTS**

The County Manager gave no reports at this time.

## **COUNTY ATTORNEY'S REPORTS**

County Attorney Lloyd Smith requested a brief Closed Session.

## **PUBLIC COMMENTS**

President of the Bertie-Martin Community College Campus (MCC), Norman Cherry, was present to express his concerns for the Board's support of an expansion of Roanoke-Chowan Community College (RCCC) boundaries in the MCC designated areas.

Chairman Trent and County Manager Sauer both reiterated that Bertie County's support for this initiative would allow both RCCC and MCC to expand their service area boundaries further into Bertie County.

The focus was not to take away territory for either community college, but to expand the territories of both community colleges.

They mentioned that the goal of this initiative was to make various educational and training opportunities more accessible to citizens in such an expansive, rural county.

## CLOSED SESSION

Commissioner Wesson made a **MOTION** to go into Closed Session pursuant to N.C.G.S. § 143-318.11(a)(3) to go into closed session to consult with the County Attorney in order to preserve the attorney-client privilege that exists between the attorney and this public body, and N.C.G.S. § 143-318.11(a)(6) to consider the qualifications, competence, performance, character, fitness, conditions of employment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee. Vice Chairman Bazemore **SECONDED** the motion. The **MOTION PASSED** unanimously.

## OPEN SESSION

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

Vice Chairman Bazemore began by asking what the Board's next steps would be to "move forward from this disaster," with the handling of the email comment made by the County Manager, as well as with the "handling of information... among all."

Commissioner Lee stated that communication from the County Manager was very frequent prior to the two storm events, and that as things continue to settle down, she'd like to see the communication return to that frequency.

County Manager Sauer reminded the Board that a lot of deadlines needed to be met, and were still successfully met despite the time and attention needed to address storm related issues.

Mr. Sauer also stated that any email correspondence or document prepared by the County Manager is subject to public records law whether or not it is sent to any staff or Board member, and that he is very "mindful of the English language and the presentation of written reports," and that he prepares documents with the press and the public in mind.

In response to his update email submitted to the Board on December 21<sup>st</sup>, he stated "when you think back to that first Monday in December sitting in this seat when the gavel was turned over to the Manager for the election of officers, it was amazing to me to have heard what I heard over the weekend, and then to have heard statements in this room, publicly, about Board action, Board vote, Board discussion – all of which was untrue, and I was amazed at the statements made by two Commissioners... [inaudible] because there had been no Board vote, no Board discussion..."

Commissioner Wesson interjected with, "Scott, you said that there had been no Board discussion, that's not true. First of all, two Commissioners said that there were discussions, and we have it from Commissioner Lee in writing... that yes, there had been..."

County Manager Sauer reiterated, “I’m talking about Board discussion [in a Board meeting].”

Mr. Sauer explained that it is expected for Commissioners to speak with one another about issues, but if it is not put on the public record, it did not happen.

Commissioner Wesson replied, “Her [Commissioner Lee’s] comments were that we did discuss it, and she put that in writing, on an email that we can show you. So, three of us said ‘yes’ there had been discussions, yes. That’s a majority.”

Commissioner Lee asked if there was a discussion “in an open meeting?”

Commissioner Wesson stated “it doesn’t matter where it is... it doesn’t have to be an open meeting. If three or more of us are together and discuss something, that is an open meeting.”

Commissioner Lee stated that, “The three of us have not discussed it together.”

Commissioner Wesson replied specifically to County Manager Sauer’s statement about the supposed lack of Board discussion, and stated that he felt that statement was untrue.

There was continued discussion between Commissioner Wesson and Commissioner Lee about phone calls being made between each of them and Vice Chairman Bazemore before the December 2015 restructure meeting where rotation of Chairman each year was discussed, and he also reminded Commissioner Lee of what she said just prior to the December 2016 restructure.

County Manager Sauer followed up by saying, “In terms of the Board and its ability to function and deliberate, if it doesn’t happen in a forum like this, none of those conversations mean a thing. When you all are having your deliberations about [inaudible] supporting this initiative or that initiative, that’s just the normal routine. Negotiation, and horse trading that goes on, but until you get here and raise your hand and how you’re gonna vote...”

Commissioner Wesson interjected, “and you felt like this gave you the authority to make the kind of statements that you made here? Unnamed, unsourced statements, accusatory, Scott, statements, without any documentation or proof. To put that out, as you said, ‘on the public record’ when the General Statute gives you, and tells you how you should deal with that...”

County Manager Sauer replied, “When we’re talking about Personnel, we’ve got the shield and the cover of Closed Session. When I’m talking about my concern about the activity of one or more Commissioners, I don’t have the shield of Closed Session. It’s a matter of public record if I feel there are efforts that are unethical which need to be discussed with the entire Board.”

Commissioner Wesson interjected, and claimed that Mr. Sauer “went beyond that. You talked about a person, an employee, and what an ‘unnamed’ employee did. That puts it into the realm..”

Mr. Sauer finished, “what an employee did at the direction of a Commissioner.”

Commissioner Wesson replied, “of which you have no documentation, which [the employee] says is not true.”

In follow up, Mr. Sauer expressed “...that was my fear is that somebody’s going to be lying, and it’s either a Commissioner, or my employee.”

“There was a remedy for you that you chose not to use. You could have called us into Closed Session at any time, and we could have had a robust discussion of this matter and come to some conclusion about it, but you chose not to do that. To put out unnamed, unsourced, rumor innuendo in a public document that went to staff people. What does that do? What could that possibly serve? What could that serve? What good could come out of that? What good could come out of that? *Pause.* Nothing.”

To conclude the topic, Commissioner Wesson reiterated his sentiments shared during the Commissioners Report section of the meeting. That he would like the Board, in 2017, work more productively together, and that the notification of meetings with FEMA, and other parties should be more properly advertised before they occur.

Commissioner Wesson then claimed that he is unaware of certain activities on the County level until after they happen, and without adequate Board notification and discussion.

Commissioner Wesson continued, “Just because we are backed up, does not excuse from all of us being involved in the decisions that are made by this County. That is why we were elected. I was not elected to rubber stamp [things] and I have no idea that a meeting occurred. That decisions were made or anything else, and this occurs repeatedly. This is not the way this Board should function.”

County Manager Sauer offered the Board an opportunity to review minutes and update reports submitted to the Board to show the timeline of discussion on various matters.

Mr. Sauer continued, “...if I’m having a meeting with staff, or meeting with FEMA... I can’t tell you about every single activity... – if there’s something specific, please let me know so that I could improve –“

Commissioner White interjected, “Mr. Wesson, I get the same emails you get. I don’t call Scott every day, or every week. I haven’t talk to you all since the vote for the Chairman and Vice Chairman. I’ve been at Christmas with family, and I have not wanted to bother or burden you all with County business while in the month of December. I’m getting the same emails that you get, and there’s no update, or hidden agenda as far as emails.”

Commissioner Wesson stated that there were items in the 12-21-16 email update that had occurred at the County in which was not aware.

Commissioner Lee replied, “that’s almost every update that he gives us. That’s why he updates us.”



“But should it be that way, Tammy?” Commissioner Wesson asked.

As an example, Commissioner Wesson asked if the Board was ever “involved” in the decision to move the Cooperative Extension Office into the old Sheriff’s Office Building instead of the Lawrence Memorial Library, as opposed to anyone else.

County Manager Sauer asserted that option was brought to the Board just after Tropical Storm Julia during an emergency meeting on Sunday, September 25<sup>th</sup>.

Vice Chairman Bazemore inquired whether or not the Board was informed about the timeline of events for the debris removal contract from request for proposals to the review of the bids and the approval of a vendor.

Commissioner Lee asked, “well, is that something the Board [of Commissioners] usually gets involved in?”

The County Manager Sauer stated that the Board typically does not get that involved with the bid process, but an overall summary was given to the Board in a weekly update email.

Commissioner Wesson reiterated that he felt the Board should have been informed before the process began, and had the opportunity to suggest talking with Martin County and using their FEMA approved vendor instead, and “that [the pickup] it could have been done weeks ago, but when we don’t share in the decisions, when only one or two make that decision, and then we hear about it in a meeting in Martin County that only one bid came back.”

Mr. Sauer reminded the Board that the County had to re-bid due to a lack of three initial proposals, and that the Board had been briefed on the process at several meetings regarding Hurricane recovery efforts. He also reminded the Board that during the time period of both Tropical Storm Julia and Hurricane Matthew, the County was addressing several other important items. First, was the school budget gap and discussions with the Board of Education, the sale of bond anticipation notes for Water District III USDA interim financing, ambulance procurement efforts including the development and review of the bid specifications by the County Attorney, and ongoing management coordination for five water projects, and the initial improvements for the Blue Jay Recreation Park.

County Manager Sauer mentioned again that there had been a number of storm related updates to the Board and emails, and this debris removal was covered within those messages.

Commissioner Wesson encouraged information be shared with all Commissioners directly so that everyone has the same chance at being “fully engaged,” and “involved in the process,” and that he “did not think that was happening right now.”

Commissioner White, “I do not feel like I should have to micromanage. That’s what we pay Scott for, the County Manager.”

Commissioner Lee encouraged any Commissioner to call if they have questions, or to receive clarification if they do not feel like they have enough information to relay to citizens.

There was some additional discussion about Commissioner Wesson receiving calls from citizens where they have information in which was not aware.

County Attorney Smith reminded the Board that Mr. Sauer's contract references the NC General Statutes describing the powers and duties of the county manager in NCGS 153A-82 which state:

The county manager is "responsible to the board of commissioners for the administration of all departments of county government *under the board's general control.*" The county manager "shall direct and supervise the administration of all county offices, departments, boards, commissions and agencies under the general control of the board of commissioners, *subject to the general direction and control of the board.*"

County Attorney Smith also reminded the Board that the manager's primary role is to prepare the budget and to keep the Board informed, and in his many years as county attorney, has seen more information shared with the Board under Mr. Sauer than any other manager.

County Attorney Smith recommended that if Board needs more detail or communication, then Board members have to ask for that detail.

There was a short discussion about a past incident regarding a YMCA visit to Currituck County, and the County Manager provided copies of emails and official minutes describing the relationship of County recreation and the local YMCA as evidence of a year's worth of conversation about a site visit.

County Manager Sauer stated that the YMCA site visit to Currituck County was just an example, and that he understood that Commissioners have a number of topics on their desk at any given time.

"Please understand that there's not a negative, or evil intent to try and mislead, to hide, to cover up, to not share information," County Manager Sauer stated.

Vice Chairman Bazemore asked why Bertie County did not do what other County's do to invite the public and other leaders to FEMA meetings. In response to the statement made in the 12-21-16 update email, she stated that "I just believe that is not a position for the County Manager to insult an elected official." Still, she would like to move forward, and learn from it, "so we can work together like we used to."

There was no further discussion.

**ADJOURN**

Chairman Trent adjourned the meeting at 5:40 PM.

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John Trent, Chairman

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Sarah S. Tinkham, Clerk to the Board



# Bertie County

Board of Commissioners

## ITEM ABSTRACT

**MEETING DATE:** January 17, 2017

**AGENDA ITEM:** C-2

**DEPARTMENT:** Governing Body

**SUBJECT:** Approve minutes for Work Session 1-3-17

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

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

**ATTACHMENTS:** Yes

**LEGAL REVIEW PENDING:** N/A

**ITEM HISTORY:** ---

**Windsor, North Carolina**  
**January 3, 2017**  
**Work Session**

The Bertie County Board of Commissioners met for a Work Session inside the Commissioners Room located at 106 Dundee Street, Windsor, NC. The following members were present or absent:

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

Absent: None

Staff Present: County Manager Scott Sauer  
Clerk to the Board Sarah S. Tinkham  
County Attorney Lloyd Smith  
Finance Officer William Roberson  
Emergency Services Director Mitch Cooper  
EMS Division Chief Crystal Freeman

No media members were present.

**CALL TO ORDER**

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

## **WORK SESSION**

### **Hurricane Matthew Recovery Efforts and Long Range Planning**

First, County Manager Sauer reported that storm debris removal was due to begin tomorrow January 4, 2017. The contract was secured by Phelps and White Construction Company, Inc.

Second, County Manager Sauer introduced members of the Holland Group including Chris Gilbert, Reid Whitesell, and Dale Holland. Town of Windsor Administrator, Allen Castelloe, was also present as the Holland Group has been representing the Town of Windsor for several years.

Mr. Castelloe reported that the Holland Group had done excellent work for the Town of Windsor and had secured various grants to either buy out or elevate homes in the Town's flood zone during previous disasters.

County Manager Sauer noted that it may be beneficial for the County to have a similar asset to not only work on grant opportunities for the buying out and elevating of homes, but to also secure funding for mitigation projects and more permanent facilities for displaced County buildings and organizations.

Third, after the discussion, County Manager Sauer asked that if the Board desired, a Letter of Understanding could be drafted and to have the Holland Group represent the County at the kick-off meeting at the Vernon James Center on Wednesday, January 11<sup>th</sup> in Plymouth, NC.

The Board came to a consensus to move forward with the Holland Group pending a Letter of Understanding to be prepared by the County Manager.

## EMS and Non-Emergency Transport Revenue Collections Update

Dave Pickren of Colleton Billing Software gave a PowerPoint presentation to the Board.

In his presentation, Mr. Pickren noted that Bertie County had crossed over “into the black” sometime ago, and that the Non-Emergency Transport system has performed better than any other county his firm currently supports.

Mr. Pickren attributed this to the work ethic and diligence of the Emergency Services Department leadership team, as well as to his own staff in South Carolina who work closely with Bertie County every day.

In the month of December 2016, Mr. Pickren reported that the Non-Emergency Transport Division made approximately \$73,464 in bank deposits.

There was a brief discussion per a concern from Commissioner White about whether or not the County is to blame for the closing of local franchises in the last several months.

Vice Chairman Bazemore stated that “business is business, and folks will stay with you if you do what you are supposed to do.”

Mr. Pickren explained that in most instances, the federally required paperwork and “pre-authorizations” had become too burdensome for some companies.

## EMS – Ambulance bid tabulation

Additionally, Emergency Services Director, Mitch Cooper, asked the Board for approval to purchase four (4) new ambulance vehicles and needed equipment per the first of two loans, secured from the USDA Rural Development in the amount of \$788,000.

On August 22, 2016, the Board voted to move forward with a signed resolution to hold interest rates at 2.75% for both USDA Rural Development loans in the amounts of \$788,000 and \$610,000 for needed ambulance vehicles and equipment.

The second loan of \$610,000 would be considered by the Board for other needed equipment at a later date based on continued review of the Department’s fiscal operations.

Commissioner Wesson made a **MOTION** to move forward with the purchase of four (4) new ambulance vehicles and needed equipment per the first of two loans, secured from the USDA Rural Development in the amount of \$788,000. Vice Chairman Bazemore **SECONDED** the motion. The **MOTION PASSED** unanimously.

Mr. Cooper thanked the Board for their support, and mentioned his plans for repurposing some of the older ambulance vehicles, and others in his fleet. He mentioned that he would like to repurpose a F-350 with a flatbed instead of a covered box that could be used for various County equipment transport needs. He also mentioned designating one ambulance vehicle as a CADET certified truck for training purposes.

On the note of the CADET EMS training program, County Manager Sauer referenced item D-4 on the Board's 4:00 PM meeting agenda. A letter of support was being proposed for Board approval which would then be sent to the North Carolina Community College System President, Dr. James Williamson.

In the letter, the Board would be supporting the expansion of community college boundaries in order to offer more education and training opportunities to the citizens of Bertie County.

After the Board reviewed the letter, Vice Chairman Bazemore made a **MOTION** to approve the drafted letter of support. Commissioner White **SECONDED** the motion. The **MOTION PASSED** unanimously.

### **RECESS**

Chairman Trent recessed the meeting until 4:00 PM in this location.

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John Trent, Chairman

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Sarah S. Tinkham, Clerk to the Board





# Bertie County

Board of Commissioners

## ITEM ABSTRACT

**MEETING DATE:** January 17, 2017

**AGENDA ITEM:** C-3

**DEPARTMENT:** Governing Body

**SUBJECT:** Approve minutes for Closed Session 1-3-17

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

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

**ATTACHMENTS:** See envelope.

**LEGAL REVIEW PENDING:** N/A

**ITEM HISTORY:** ---



# Bertie County

Board of Commissioners

## ITEM ABSTRACT

**MEETING DATE:** January 17, 2017

**AGENDA ITEM:** C-4

**DEPARTMENT:** Tax

**SUBJECT:** Tax Release Journal – December 2016

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

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

**ATTACHMENTS:** Yes

**LEGAL REVIEW PENDING:** N/A

**ITEM HISTORY:** ---



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

January 06, 2017

William Roberson  
Bertie County Finance Officer  
Windsor, NC 27983

Dear Mr. Roberson:

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

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

Respectfully Submitted,

  
Tax Administrator

Approved on \_\_\_\_\_ 20\_\_\_\_

=====

Balance a Group

=====

Group: RLS\*16\*366  
Type: A Abatement/Relea  
Status: O Open

Group Total:	\$2,446.57-	Group Transaction Count:	6
Transactions Total:	\$2,446.57-	Transaction File Count:	6
Difference:	\$0.00	Difference:	0

=====

Enter certify batch as balanced(B) or cancel(XX)



Date	Account Number	Taxpayer	Tax Code	Transaction Amount	Levy Amount	Penalty Amount	Add Chgs	Interest Amount	Discnt Amount	Txn Cde	Check Number	Trans Rev	Rev Description
12/02/16	27701	FERRELL, DEANNA H	G01	415.58-	415.58-	0.00	0.00	0.00	0.00	R	PG180		
12/02/16	12366	16A560898503	G01	281.62-	281.62-	0.00	0.00	0.00	0.00	R	PG180		
12/02/16	7169	SPIVEY, PEARLIE	G01	281.62-	281.62-	0.00	0.00	0.00	0.00	R	PG180		
12/02/16	16A6853217648	JOHNSON, DANIEL D	G01	207.50-	207.50-	0.00	0.00	0.00	0.00	R	PG180		
12/15/16	20468	16A20468.20	G01	666.45-	666.45-	0.00	0.00	0.00	0.00	R	PG180		
12/15/16	20468	GOLDSBORO HOG FARMS INC	G01	842.47-	842.47-	0.00	0.00	0.00	0.00	R	PG180		
12/29/16	31626	16A31626.80	G01	842.47-	842.47-	0.00	0.00	0.00	0.00	R	PG180		
		JARMAN, JOSEPH EARL	608	28.05-	28.05-	2.55-	0.00	0.00	0.00	R	PG180		
				4.90-	4.90-	0.00	0.00	0.00	0.00	R	PG180		
				32.95-	32.95-	3.00-	0.00	0.00	0.00	R	PG180		
				4.90-	4.90-	0.45-	0.00	0.00	0.00	R	PG180		
				2441.67-	2437.12-	2.55-	0.00	0.00	0.00	R	PG180		
				2446.57-	2443.57-	3.00-	0.00	0.00	0.00	R	PG180		

Tax Code Totals  
 C08\*16- WINDSOR 4.90- 4.45- 0.45- 0.00 0.00 0.00  
 G01\*16- BRT TAX 2441.67- 2437.12- 2.55- 0.00 0.00 0.00  
 Total for Group RLS\*16\*366 2446.57- 2443.57- 3.00- 0.00 0.00 0.00

\*\*\*\*\* Totals By Tax Cycle \*\*\*\*\*  
 Cycle Current Delinquent  
 A 0.00 2446.57-



# Bertie County

Board of Commissioners

## ITEM ABSTRACT

**MEETING DATE:** January 17, 2017

**AGENDA ITEM:** D-1

**DEPARTMENT:** Economic Development

**SUBJECT:** Discuss approval of a letter of support to legislators for a vote of support for a new terminal building at the Tri-County Airport in Rich Square

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

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

**ATTACHMENTS:** Yes

**LEGAL REVIEW PENDING:** N/A

**ITEM HISTORY:** ---

January 17, 2017

Mr. Bobby L. Walston, P.E.  
Director, Division of Aviation  
North Carolina Department of Transportation  
1560 Mail Service Center  
Raleigh, NC 27699-1560

Mr. Walston:

Thank you for taking time to meet with the Tri-County Airport Authority on December 13<sup>th</sup>, during such a busy time of the year. As you already know, but were able to see again we are in desperate need of making much needed improvements to Tri-County Airport Terminal. This terminal is past due to be replaced due to its age and condition.

Tri-County Airport has been a major benefit for several companies in our region that include, Perdue, Valley Proteins, Vidant Health, Nucor and Envia Wood Pellets just to mention a few. Also the NC Forestry Service uses this facility to protect our region as part of their operation center. As you are very conscious of airports are a major consideration to companies when anticipating expansion in other geographic areas or relocating their entire business. Realizing that in some cases this is the first impression that some new business clients see, it is very important that that first impression be a most positive one.

With all of the before stated, The Bertie County Board of Commissioners endorses Tri-County Airport Authority in all of their efforts to secure all funding that is needed to construct a new terminal facility. The Bertie County Commissioners also are thankful for all of your help to make this new terminal facility a reality.

Best,

John Trent, Chairman  
Bertie County Board of Commissioners





# Bertie County

## Board of Commissioners

### ITEM ABSTRACT

**MEETING DATE:** January 17, 2017

**AGENDA ITEM:** D-2

**DEPARTMENT:** Governing Body

**SUBJECT:** Discuss approval for Letter of Understanding with Holland Consulting; approval of contract, and Work Authorization #1

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

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

**ATTACHMENTS:** Yes

**LEGAL REVIEW PENDING:** N/A

**ITEM HISTORY:** ---

**Terms of Proposed Contractual Agreement  
Bertie County and Holland Consulting Planning, Inc.  
Planning and Management Services for Hurricane Matthew Disaster Recovery and Flood Mitigation  
Projects**

This Agreement between Bertie County, North Carolina, and Holland Consulting Planners, Inc., dated January 17, 2017, is based on the following stipulations and procedures:

1. Bertie County was severely impacted by Hurricane Matthew in October, 2017, and requires planning and project management assistance to apply for, and manage, disaster recovery and flood mitigation projects.
2. HCP, Inc., is uniquely qualified to provide these services to the county, having worked for the Town of Windsor on a continuous basis since 1989, and having worked on numerous disaster recovery and flood mitigation projects in eastern North Carolina since Hurricane Fran in 1996.
3. HCP, Inc., proposes to deliver a Contract for Consulting Services for review by the County Manager and County Attorney prior to the Bertie County Board of Commissioners' meeting on January 17, 2017. The Bertie County Board of Commissioners will approve the Contract for Consulting Services pending comment and review by the County Manager and County Attorney, no later than February 6, 2017.
4. Bertie County agrees to allow HCP, Inc., to provide services to the county under the terms of periodic (60-120 day) Work Authorizations, as defined in the Contract for Consulting Services. Either the county or HCP, Inc., may terminate the Contract for Consulting Services at any time under the terms defined in the Contract.
5. HCP, Inc., and Bertie County will closely coordinate all Hurricane Matthew Disaster Recovery and Flood Mitigation activities with the Town of Windsor, and HCP, Inc., shall develop Interlocal Agreements with the Town of Windsor related to various disaster recovery and flood mitigation projects as agreed by representatives of both the town and the county.
6. The Bertie County Manager will provide county staff assistance to HCP, Inc., on a timely basis as required by the ongoing scope of work for various disaster recovery and flood mitigation projects undertaken by the county.

Agreed this 17<sup>th</sup> day of January, 2017.

\_\_\_\_\_  
Scott Sauer, Bertie County Manager

\_\_\_\_\_  
T. Dale Holland, AICP  
President – HCP, Inc.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

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## CONTRACT FOR CONSULTANT SERVICES

THIS CONTRACT FOR CONSULTANT SERVICES (the "Contract") is made this \_\_\_\_ day of January, 2017, between BERTIE COUNTY, NORTH CAROLINA, hereinafter called the County, and HOLLAND CONSULTING PLANNERS, INC., hereinafter called the Consultant.

WHEREAS, the County requires the assistance of a professional planning and management consultant to manage its proposed Hurricane Matthew Disaster Recovery and Flood Mitigation Projects, and desires to execute a contract for the provision of the required planning and management services (the "Project");

NOW, THEREFORE, the Consultant agrees to provide the County with professional planning, project management, and housing inspection services to complete the Project as hereinafter set forth.

Consultant's services shall include satisfactory completion of all project requirements set forth in all Work Authorizations approved by Bertie County under the terms of this Contract. All Work Authorizations agreed to under the terms of this contract shall be executed by the principal of the Consultant and the Bertie County Manager.

Bertie County shall be responsible for the following during the completion of all work items approved under the terms of this contract:

- § Supervision of financial management and disbursement of all Project funds.
- § Payment of costs for annual and closeout audits by an independent public accountant.
- § Payment of costs of public advertising for general administration, elevation bids, professional services contracts, environmental review records, public information meetings for closeout, and program and/or budget amendments. All costs of advertisement for public notices required by FEMA/DEM/HUD/NC State regulations will be paid for by Bertie County.
- § Provision of limited clerical assistance as requested by the Consultant.
- § Examine and review all requests presented by the Consultant and render its decision pertaining thereto within reasonable time so as not to delay the services of the Consultant.
- § Payment of project costs for asbestos and lead inspection services, appraisers, survey services, legal services, engineering services, advertisements or other costs as may be incidental to the repair, acquisition, replacements, or elevation of properties.
- § All administrative costs not specifically identified as the responsibility of the Consultant shall be the responsibility of Bertie County.

The Consultant shall administer the Program in accordance with applicable State of North Carolina regulations, and all applicable federal non-discriminatory and equal opportunity requirements.

The County agrees to pay the Consultant for the services described in the Work Authorizations approved under the terms of this Contract. Payment shall be made from the funding sources outlined in the respective Work Authorizations. All payment due to the Consultant will be paid in monthly installments based on actual hourly charges accrued. Hourly rates shall be based on the rates included in applicable Work Authorizations. There will not be any separate charges for travel, per diem, or copying. If the not-to-exceed limit defined for the specific Work Authorization is reached prior to completion of the tasks outlined in that Work Authorization, the Consultant shall continue to render services to the County until outlined tasks are complete, at no additional cost to the County (unless such services qualify as additional services as outlined below).

Holland Consulting Planners updates its billing rates once a year in January, and hourly rates stated in the contract may be increased annually; however, the not-to-exceed fee for respective work authorizations will not be increased.

The Consultant will document all monthly invoices with time sheets for project administration time, and will submit monthly status reports which outline work performed during the previous month.

The Consultant will complete all defined tasks within the time limits prescribed in each Work Authorization. The Consultant may request in writing and the County will consider granting time extensions for reasons of delay which are beyond the control of the Consultant. Delays may not necessarily be the result of any action or lack of action by the County. Such delays may include but not necessarily be limited to:

- Budget and/or program amendments which lengthen the time necessary for completion.
- Unnecessary delays, defaults, or work stoppages of any kind by companies or individuals performing professional or construction contracts.
- Failure by the County to act on written recommendations of the Consultant within 30 days of the receipt of such recommendations.
- Changes in the County's elected or appointed personnel which result in program disruption or rescheduling.

The Consultant will comply with all applicable requirements of the Grant Agreements between the County and the North Carolina Division of Emergency Management and other designated state supervisory agencies.

If the Project is abandoned or indefinitely postponed by the County prior to completion of defined tasks by the Consultant; or if this contract is terminated by either party prior to completion of defined tasks by the Consultant, as outlined hereinafter, the County shall pay the Consultant an amount equal to payroll costs accrued, plus reimbursable expenses for work on those phases which have not been completed, except as otherwise provided below. Payroll costs will be charged at the hourly rates included in specific Work Authorization.

If County fails to make any payment due Consultant for services and expenses within forty-five days after receipt of Consultant's bill therefor, the amounts due Consultant shall include a charge at the rate of 3% per month from said forty-fifth day, and in addition, Consultant may, after giving seven days' written notice to County, suspend services under this Contract until he has been paid in full all amounts due him for services and expenses.

No deletions, additions, changes or revisions shall be made to the scope of services or related fees included in the Work Authorizations approved under the terms of this Contract except by written agreement of the parties hereto. Should the Consultant be required to render additional services not included in the originally-specified scope of work for a specific Work Authorization, an amendment to that Work Authorization shall be issued, and the County shall pay the Consultant for such services an amount equal to the expenses incurred in connection with the rendering of such services. Additional services shall include but not necessarily be limited to:

- Services after completion of the Project, such as inspections during the guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.
- Preparing to serve or serving as a Consultant or witness for County in any litigation, or other legal proceeding involving the Project.
- Additional services required because of delays, work stoppages, or defaults by other professional consultants or contractors involved in the Project.
- Additional services required because of failure of the County to act on written recommendations of the Consultant within 30 days of the receipt of such recommendations.
- Any program and/or budget amendments resulting in delays of the implementation of the program or in addition of activities not included in the original project application.

Payroll costs for additional services will be charged at the hourly rates outlined in the specific Work Authorization requiring amendment due to the need for additional services.

Original non-public documents, tracings and reports of the Consultant are, and shall remain, the property of the Consultant.

Key Personnel: The Consultant shall not substitute key personnel assigned to the performance of this Contract without prior written approval by the County. Individuals designated as key personnel for purposes of this Contract are those specified in the Consultant's proposal.

Subcontracting: Work proposed to be performed under this Contract by the Consultant or its employees shall not be subcontracted without prior written approval by the County and the designated state grantor agency. Acceptance of an offeror's proposal shall include any subcontractor(s) specified therein.

Special Provisions:

During the performance of this Contract, the Consultant and the County, for themselves, their assignees and successors in interest, agree as follows:

(1) Solicitation for Subcontracts, including Procurement of Material and Equipment: In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, the Consultant shall notify each potential subcontractor or supplier of the Consultant's obligations under this Contract and the State and Federal regulations included herein; when such Federal regulations are applicable.

(2) Interest of Members, Officers, or Employees of the County: No member, officer, or employee of the County, or its agents, no member of the County's governing body, and no other public official of the County who exercises any functions or responsibilities with respect to the community development program during his tenure or for one year thereafter, shall have any financial interest, direct or indirect, in this Contract or any subcontracts thereof, or the proceeds thereof, for work to be performed in connection with this Contract. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in this Contract. However, violation of this paragraph shall not be a default or breach of the County.

3) Non-Discrimination Clauses: During the performance of this Contract, the Consultant and the County agree to abide by the regulations set forth in the following four clauses:

(a) Non-discrimination Clause

It is specifically agreed as part of the consideration of the signing of this Contract that the parties hereto, their agents, officials, employees, or servants will not discriminate in any manner on the basis of race, color, creed, sex or national origin or other legally protected status with reference to the subject matter of this Contract, no matter how remote. This provision shall be enforced by action for specific performance, injunctive relief, or other remedy provided

by law; and this provision shall be construed to such manner as to prevent and eradicate all discrimination based on race, color, creed, sex or national origin.

(b) Executive Order 11246 Clause

(i) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

(ii) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(iii) The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Consultants' commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(iv) The Consultant will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(v) The Consultant will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(vi) In the event of the Consultant's non-compliance with the non-discrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law.



(c) Section 3 Affirmative Action Clause

(i) The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the area of the project.

(ii) The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued there under prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

(iii) The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(iv) The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR 135. The Contractor will not subcontract with any subcontractor where it has notice or knowledge the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the subcontractor first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

(v) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department issued there under prior to the execution of the Contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR 135.

(vii) The Consultant will include the provisions of Paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the Consultant becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

(d) Non-Discrimination Clause Concerning Handicap and Age

The Consultant will not discriminate on the basis of age under the Age Discrimination in Employment Act of 1975, as amended (42 U.S.C. 6101 et seq.), or with respect to any otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), or as otherwise prohibited by state or federal law.

(4) Termination and Legal Remedies:

The Consultant and County mutually agree as follows:

(a) The Consultant may terminate this Agreement immediately in the event County fails to make payment of any amount due to the Consultant within sixty (60) days of its due date.

(b) Either party may terminate this Agreement in the event the other party materially breaches this Agreement or fails to perform in any material respect its obligations hereunder; provided that if a party believes that the other party has materially defaulted under or breached this Agreement (other than a breach of a payment obligation) and desires to terminate this Agreement because of such breach or default, such party ("Aggrieved Party") shall give written notice of such intent to the breaching party ("Defaulting Party") and shall grant the Defaulting Party thirty (30) days in which to remedy the cause for termination. During such period, the parties shall make a good-faith effort to assist each other to remedy the breach. If the breach is not remedied or waived by the end of such period, then the Aggrieved Party may terminate this Agreement, effective as of the last day of such period.

(c) This Agreement may be terminated by one party, if the other party (i) shall be or become insolvent, or admit in writing its inability to pay its debts as they mature, or make an assignment for the benefit of creditors; (ii) apply for or consent to the appointment of any receiver, trustee or similar officer for it or for all or any substantial part of its property; or such receiver, trustee or similar officer shall be appointed without the application or consent of the

other party and such appointment shall not be dismissed within thirty (30) days of the date of such appointment; (iii) shall institute any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, liquidation or similar proceeding related to it under the laws of any jurisdiction; or, any such proceeding shall be instituted (by petition, application or otherwise) against the other party and the same shall not be dismissed within thirty (30) days of the date of its institution; or (iv) shall liquidate, dissolve, terminate or suspend its business operations.

(d) Either party may voluntarily terminate this Agreement by giving the other party at least sixty (60) days advanced written notice of such termination.

Upon receipt of a notice of termination from County, (i) the Consultant shall promptly discontinue all services (unless the notice directs otherwise) and deliver or otherwise make available to the County all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process, and (ii) County shall pay Consultant all fees and expenses due for services rendered through the date of termination, and reimburse the Consultant for all costs and expenses relating to commitments made by the Consultant prior to receipt of notice of termination.

(5) Project Documents: The County, the Federal and State Grantor Agencies, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, plans, papers, and records of the Consultant which are directly pertinent to this Contract, for the purpose of making audit, examination, excerpts, and transcriptions.

The Consultant shall maintain the records outlined above for five years after the County has received a Certificate of Completion from the State Grantor Agency.

All documents including drawings and specifications prepared by Consultant pursuant to this Contract are instruments of service in respect of the Contract. They are not intended or represented to be suitable for reuse by County or others on extensions of the project or on any other project. Any reuse without written verifications or adaptation by Consultant for the specific purpose intended will be at County's sole risk and without liability or legal exposure to Consultant; and County shall indemnify and hold harmless Consultant from all claims, damages, losses and expenses including attorney's fees arising out of or resulting from any third party claim relating thereto. Any such verification or adaptation will entitle Consultant to further compensation at rates to be agreed upon by County and Consultant.

(6) Lobbying Clauses - Required by Section 1352, Title 31, U. S. Code

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any

Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person by the undersigned for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

(7) This Contract is governed by the following statutes and regulations relevant to the Hazard Mitigation Grant Program:

- (1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;
- (2) 44 CFR parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;
- (3) State of North Carolina Administrative Plan for the Hazard Mitigation Grant Program.

(8) Sanctions for Noncompliance: In the event of Consultant's non-compliance with the special provisions of this Contract, the County shall impose such contract sanctions as it or the State of North Carolina may determine to be appropriate, including, but not limited to:

- (a) withholding of payment(s) to the Consultant under the Contract until the Consultant complies, and/or
- (b) cancellation, termination or suspension of the Contract, in whole or in part.

The County and the Consultant each binds himself, his partners, successors, executors, administrators and assigns to the other party to the agreements, and to the partners, successors, executors, administrators, and assigns of each other party in respect to all covenants of the Contract.

This Contract is governed by North Carolina law. Any action or proceeding arising from or relating to this Contract shall be commenced and prosecuted in New Hanover County, North Carolina, or the federal district court nearest thereto.

The County and the Consultant hereby agree to the full performance of the covenants contained herein.

IN WITNESS HEREOF, they have executed this agreement, this day and year first above written.

HOLLAND CONSULTING PLANNERS, INC.

Bertie County, NC

---

T. Dale Holland, President

---

John Trent, Chairman

---

Witness

---

Clerk to the Board

This contract has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

---

Finance Officer

(SEAL)

---

Date

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Work Authorization #1 (February 1, 2017 through March 31, 2017)  
Contract for Consultant Services  
Holland Consulting Planners, Inc. and Bertie County  
Hurricane Matthew Disaster Recovery and Flood Mitigation Project, HCP #5634

Background

WHEREAS, Bertie County (the County) was severely impacted by Hurricane Matthew in October 2016, and requires management, planning, and housing inspection services to assist the County staff with applications for available state and federal funding for disaster recovery and flood mitigation assistance, and with the management of funded projects.

General Conditions

During completion of the work defined in this Work Authorization, Bertie County (the County) and Holland Consulting Planners (the Consultant), agree to abide by all of the terms and conditions outlined in the Contract for Consultant Services for administration of the Bertie County Hurricane Matthew Disaster Recovery and Flood Mitigation .

Tasks Approved By This Work Authorization

- Meet with governing body as requested.
- Coordinate project activities with local staff (including financial management).
- Coordinate project activities with designated state agencies.
- Prepare applications for Hurricane Matthew Disaster Recovery and Flood Mitigation funds.
- Manage citizen participation and outreach activities required to develop working inventories of households requiring disaster recovery/flood mitigation assistance.
- Develop an interlocal agreement between Bertie County and the Town of Windsor related to the application and project management process for Hurricane Matthew Disaster Recovery and Flood Mitigation.

Fee

For completion of the work items described above, the County agrees to pay the Consultant a not-to-exceed fee of \$6,000. Payment terms, including terms for payment of additional services, shall be in accordance with the Contract for Consultant Services dated \_\_\_\_\_. Hourly rates for the Consultant's personnel are agreed to as follows:

Staff Position	Hourly Rate
<b>Holland Consulting Planners, Inc.</b>	
T. Dale Holland, AICP, Principal	\$160.00
J. Reed Whitesell, AICP, Project Manager	\$130.00
Chris Hilbert, Program Administrator	\$90.00
Gary Miller, Housing Inspector	\$75.00
Administrative Services	\$60.00

Time Schedule

The tasks approved by this Work Authorization shall be completed by March 31, 2017, following execution of this authorization.

The County and the Consultant hereby agree to the full performance of the covenants contained herein.

IN WITNESS HEREOF, they have executed this authorization, this day and year first above written.

HOLLAND CONSULTING PLANNERS, INC.

BERTIE COUNTY, NC

\_\_\_\_\_  
T. Dale Holland, President

\_\_\_\_\_  
Scott Sauer, County Manager

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Clerk to the Board

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

\_\_\_\_\_  
Finance Officer

\_\_\_\_\_  
Date





# Bertie County

Board of Commissioners

## ITEM ABSTRACT

**MEETING DATE:** January 17, 2017

**AGENDA ITEM:** D-3

**DEPARTMENT:** Governing Body

**SUBJECT:** Discuss agenda for Planning Session on Tuesday, January 31, 2017 and the recessing of this meeting until 9:00 AM that morning

**COUNTY MANAGER RECOMMENDATION OR COMMENTS:**

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

**ATTACHMENTS:** N/A

**LEGAL REVIEW PENDING:** N/A

**ITEM HISTORY:** ---