



BOARD OF COMMISSIONERS

TAMMY LEE, Chair
JOHN TRENT, Vice Chair
RON WESSON
GREG ATKINS
RON ROBERSON

**BERTIE COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING
June 14, 2021**

AGENDA

- A. Call to Order, Roll Call, Invocation, Pledge of Allegiance
- B. Consent Agenda
 - 1. Register of Deeds Fees Report – May 2021 (Page 2)
 - 2. Tax Release Journal – May 2021 (Pages 3-9)
 - 3. HDC5 Consolidated Appropriations Act 2021 Supplemental Nutrition Funding Title IIIC-2 Agreement for the Provision of County-Based Aging Services (Pages 10-16)
 - 4. Contractual Agreement Between Bertie County Council on Aging & Interim Healthcare-Morris Group, Inc. (Pages 17-23)
 - 5. Contractual Agreement between Bertie County Council on Aging & C&J's Ambulette Non-Emergency Medical Transport, Inc. (Pages 24-26)
 - 6. Bertie County Conflict of Interest Policy (Pages 27-30)
 - 7. Resolution Regarding Water Resources Development Grant - Water-Based Recreation (Page 31)
 - 8. Resolution Regarding Water Resources Development Grant - Stream Stabilization (Page 32)
- C. Budget Highlight Summary & Tentative Plans for American Rescue Plan Funds
- D. **Public Hearing for the FY2021-2022 County Budget (Pages 33-46)**
- E. Discussion of Plans to Adopt FY2021-2022 County Budget
- F. Designation of NACo Voting Delegate
- G. Discussion of Face Covering Requirement for Bertie County Facilities
- H. Discussion of Tentative Plans for 2021 Bertie River Fest
- I. Recess/Adjourn



Bertie County Register of Deeds

Annie F. Wilson
Register of Deeds

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

NORTH CAROLINA
BERTIE COUNTY

TO: THE BOARD OF COUNTY COMMISSIONERS:

Agreeable to and in compliance with Chapter 590 of the Public Local Laws of North Carolina, Sessions 1913, I beg leave to submit the following statement of all fees, commissions, etc. of any kind collected by me as Register of Deeds for the month of MAY 2021 and for an itemized statement thereof, I respectfully refer you to the following books in my office.

AMOUNT SUBJECT TO GS 161-50.2

10-0030-4344-01	REAL ESTATE REGISTRATION-----		\$3,757.40
10-0030-4344-03	VITAL STATISTICS-----		\$1,513.00
10-0050-4839-02	MISCELLANEOUS(NOTARY OATHS/PHOTO COPIES, ETC)-----		\$196.35
10-0030-4344-04	NO. MARRIAGE LICENSE-----	4 @60.00	\$240.00
			<u>\$5,706.75</u>
10-0018-4240-01	N. C. STATE EXCISE STAMP TAX-----		\$4,125.00
10-0030-4344-10	STATE TREASURER FEE-----	108 @\$6.20	\$669.60
	STATE VITAL RECORDS-----	2 @14.00	\$28.00
			<u>\$10,529.35</u>
10-0000-1251-00	A/R IN/OUT(REFUND)-----		
			<u>\$10,529.35</u>

Annie F. Wilson

REGISTER OF DEEDS - BERTIE COUNTY

By: Shabedra L. Williams Asst.

FOR INFORMATIONAL PURPOSES

D/T /MORTGAGES-----	28 @\$6.20=	\$173.60
ADDITIONAL PAGES-----	@\$0.40=	
DEEDS & OTHER INSTRUMENTS-----	93 @\$1.94=	\$180.42



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

June 02, 2021

William Roberson
Bertie County Finance Officer
Windsor, NC 27983

Dear Mr. Roberson:

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

The releases herein are for the month of **May** and this request for your approval is made pursuant to 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____

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Balance a Group

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Group: RLS*21*151
Type: A Abatement/Relea
Status: O Open

Group Total:	\$5,904.30-	Group Transaction Count:	15
Transactions Total:	\$5,904.30-	Transaction File Count:	15
Difference:	\$0.00	Difference:	0

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

Group Number RLS*21*151

Abatement

Effective Date 05/04/21

Seq Nbr	Date	Account Number	Taxbill Number	Tax Code	Transaction Amount	Levy Amount	Penalty Amount	Addl Chgs	Interest Amount	Discnt Amount	Trn Cde	Check Number	Trans Rev Descriptn
1	05/04/21	32544	20A32544.50	G01	2439.36-	2217.60-	221.76-		0.00				
***			SELECT RECYCLING WASTE		2439.36-	2217.60-	221.76-	0.00	0.00	0.00	R	PG126	
2	05/04/21	34702	20A6802579489	G01 C08 AO	2.12- 0.36- 0.02-	2.12- 0.36- 0.00	0.00 0.00 0.00	0.02-	0.00 0.00 0.00				
***			WILMINGTON SAVINGS FUND SOCIET		2.50-	2.48-	0.00	0.02-	0.00	0.00	R	PG126	
3	05/04/21	8857	17A8857.10	G01	7.00-	6.36-	0.64-		0.00				
***			MIZELLE, JAMES N		7.00-	6.36-	0.64-	0.00	0.00	0.00	R	PG247	
4	05/04/21	8857	18A8857.10	G01	6.37-	5.79-	0.58-		0.00				
***			MIZELLE, JAMES N		6.37-	5.79-	0.58-	0.00	0.00	0.00	R	PG261	
5	05/04/21	33738	18A33738.80	C08	2.43-	2.21-	0.22-		0.00				
***			KNUDSEN, CHRISTOPHER ROBERT		2.43-	2.21-	0.22-	0.00	0.00	0.00	R	PG261	
6	05/04/21	8857	19A8857.10	G01	6.03-	5.48-	0.55-		0.00				
***			MIZELLE, JAMES N		6.03-	5.48-	0.55-	0.00	0.00	0.00	R	PG289	
7	05/04/21	33738	18A33738.80	G01	13.92-	12.65-	1.27-		0.00				
***			KNUDSEN, CHRISTOPHER ROBERT		13.92-	12.65-	1.27-	0.00	0.00	0.00	R	PG1	
8	05/04/21	33738	19A33738.80	G01 C08	13.46- 2.25-	12.24- 2.05-	1.22- 0.20-		0.00 0.00				
***			KNUDSEN, CHRISTOPHER ROBERT		15.71-	14.29-	1.42-	0.00	0.00	0.00	R	PG289	
9	05/06/21	30594	20A5843643808	G01 AO GAR	45.41- 0.55- 13.10-	45.41-	0.00 0.00 0.00	0.55- 13.10-	0.00 0.00				
***			MURPHY, MAGGIE T		59.06-	45.41-	0.00	13.65-	0.00	0.00	R	PG126	
10	05/06/21	12624	20A6802514984	WSA AO	2.44- 0.06-		0.00 0.00	2.44- 0.06-	0.00 0.00				
***			SUTTON, MARY S		2.50-	0.00	0.00	2.50-	0.00	0.00	R	PG126	
11	05/06/21	28073	20A5950679094	G01 C02 AO	1.31- 1.15- 0.04-	1.31- 1.15-	0.00 0.00 0.00		0.00 0.00				

RLS*21*151	DATE	NAME	CODE	LEVY	ADV	PEN	INT	TOTAL
2020	5/4/2021	Select Recyc. & Waste 20A32544.50	G01	\$2,217.60		\$221.76		\$2,439.36
		IRP Trucks Double Listed						
	5/4/2021	Peak Texas Properties, LLC 20A6802579489	G01	\$2.12		\$0.02		\$2.14
		Post Mark	C08	\$0.36				\$0.36
	5/6/2021	Murphy, Maggie 20A5843643868	G01	\$45.41		\$0.55		\$45.96
		GR Fee (deceased)	GAR	\$13.10				\$13.10
	5/6/2021	Sutton, Mary 20A6802514984	WSA	\$2.44		\$0.06		\$2.50
		Post Mark						
	5/6/2021	Tate, Kelly 20A5950679094	G01	\$1.31		\$0.04		\$1.35
		Post Mark	C02	\$1.15				\$1.15
	5/6/2021	Lassiter, Warren 20A32632.10	G01	\$2.60		\$0.26		\$2.86
		Moved out of County 2018						
								\$2,508.78

RLS*21*151	DATE	NAME	CODE	LEVY	ADV	PEN	INT	TOTAL
2017	5/8/2021	Mizelle, James 17A8857.10	G01	\$6.36		\$0.64		\$7.00
		Sold in 2016						
	5/10/2021	Cobb, Brenda 17A24963.70.1	G01	\$2,651.71		\$463.99		\$3,115.70
		Incorrect Trend Sched. For Buss. Pers. Prop.						
								<u>\$3,122.70</u>

RLS*21*151	DATE	NAME	CODE	LEVY	ADV	PEN	INT	TOTAL
2018	5/4/2021	Mizelle, James 18A8857.10	G01	\$5.79		\$0.58		\$6.37
		Sold in 2016						
	5/4/2021	Knudsen, Christopher 18A33738.80	G01	\$12.65		\$1.27		\$13.92
		Moved out of County 2017	C08	\$2.21		\$0.22		\$2.43
								<u>\$22.72</u>

RLS*21*151	DATE	NAME	CODE	LEVY	ADV	PEN	INT	TOTAL
2019	5/4/2021	Mizelle, James 19A8857.10	G01	\$5.48		\$0.55		\$6.03
		Sold in 2016						
	5/4/2021	Knudsen, Christopher 19A33738.80	G01	\$12.24		\$1.22		\$13.46
		Moved out of County 2017	C08	\$2.05		\$0.20		\$2.25
	5/6/2021	Lassiter, Warren 19A32632.10	G01	\$2.60		\$0.26		\$2.86
		Moved out of County 2018						
	5/10/2021	Johnson, Dianne 19A5950663972	FLF	\$225.50				\$225.50
		Correction to legal fees						
								<u>\$250.10</u>

July 01, 2021 through September 30, 2022

HDC5 Consolidated Appropriations Act 2021 Supplemental Nutrition Funding Title IIIC-2

Agreement for the Provision of County-Based Aging Services

This Agreement, entered into as of this first day of July 01, 2021, by and between **Bertie County Council on Aging** (hereinafter referred to as the "Provider") and the Mid-East Commission Area Agency on Aging, (hereinafter referred to as the "Area Agency").

Witnesseth That:

WHEREAS, this formula grant award is issued under the authority of the Consolidated Appropriations Act, 2021 P.L. 116-260 enacted December 27, 2020 for activities authorized under Title III of the Older Americans Act of 1965, as amended through P.L. 116-131, enacted March 25, 2020, and

WHEREAS, flexibilities granted under Families First Coronavirus Response Act and 2021 Supplemental Nutrition have been extended to these funds. While under a Major Disaster Declaration, flexibility to “bucket” funds remains in place. This flexibility means that these Title IIIC-2 funds can also be used for congregate nutrition services, and

WHEREAS, the Provider agrees to the terms and conditions for provision of aging services in connection with activities financed by the HDC5 Consolidated Appropriations Act and authorized under Title III of the Older Americans Act, 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), as set forth in a) this document, b) related administrative letters on the federal disaster grants issued by the Division of Aging and Adult Services to convey the flexibilities, requirements for allowable expenditures and documentation of service delivery, and other applicable flexibilities and waivers permitted under the 2021 Supplemental Nutrition and Major Disaster Declaration, 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 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. The Provider shall be the same as those specified on the Provider Services Summary format(s) (DAAS-732-COVID) for the period stated above as deemed necessary for a prompt and efficient response under the Major Disaster Declaration.
2. Availability of Funds. The terms set forth in this Agreement for payment are contingent upon the receipt of Consolidated Appropriations Act, 2021 Supplemental Nutrition Funding Title IIIC-2 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 Provider shall be **_Venita Thompson_, _Aging Services Director_** (Title). It is understood and agreed that the grant administrator for the Provider shall represent the Provider in the performance of this Agreement. The Provider shall notify the Area Agency in writing if the administrator changes during the grant period.
4. Services authorized under this agreement or those identified as necessary to provide timely and necessary response to the COVID-19 pandemic, provided they are among those services allowable under Titles III-C of the Older Americans Act, as specified on the Provider Services Summary format(s) (DAAS-732-COVID) are to commence no later than September 30, 2022 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 stated above-

5. Assignability and Contracting. The Provider shall not assign all or any portion of its interest in this Agreement. Any purchase of services with 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, and 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. Contractors and subcontractors of Older Americans Act funds are prohibited from discharging, demoting, or otherwise discriminating against an employee for whistle blowing as codified in 48 DFR ch.13.908.
6. Compensation and Payments. The Provider shall be compensated for the work and services actually performed under this Agreement by payments to be made monthly by the Area Agency to the Provider. Providers are responsible for entering units monthly into ARMS by the 11th of each month. The Area Agency's reimbursement will be based on monthly ARMS reports. The provider is responsible for ensuring reimbursement Total reimbursement to the Providers under this Agreement may not exceed the grand total of applicable 2021 Supplemental Nutrition Funding, as specified on the Provider Services Summary format (DAAS-732-COVID).
 - (a) Reimbursement of Service Costs

Providers must have a method of projecting service costs based on estimated revenues and expenses, in order to receive adequate reimbursement as well as show reasonable and justifiable costs. Reimbursement of service costs will be based on the DAAS-732-A-COVID or DAAS-732-A Service Cost Computation Worksheet and the DAAS 732-A-1-COVID or DAAS 732-A-1 Labor Distribution Form to develop unit and non-unit costs.
 - (b) Payment of Administration on Aging Nutrition Services Incentive Program (NSIP) Subsidy

NSIP subsidy for congregate and home delivered meals is not allowable under the 2021 Supplemental Nutrition funding.
7. Collection of Non-Federal Matching Resources. There is no match requirement for direct services delivered through these funds.
8. Consumer Contributions – The requirements of the Older Americans Act for the solicitation and receipt of voluntary contributions from older adults for services provided under 2021 Supplemental Nutrition funding are not waived. AAAs and local providers may determine the best localized strategies for satisfying this requirement during the COVID-19 pandemic. In addition to existing practices for soliciting contributions (i.e. posters, flyers, provision of envelopes for returning a contribution), the Administration for Community Living has, for example, suggested that providers consider using locked boxes at meal pick-up locations.
9. Reallocation of Funds and Budget Revisions. Any reallocation of 2021 Supplemental Nutrition funding between counties shall be voluntary on the part of the Provider and shall be effective only for the period of the Agreement. The reallocation of 2021 Supplemental Nutrition 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 2021 Supplemental Nutrition funding will not be expended, the grant administrator for the Provider shall be notified in writing by the Area Agency and shall release funds for reallocation to other Providers within the County or to other counties in the Planning and Service Area or elsewhere in the state.

The Provider has been given the capacity to enter data into the Aging Resources Management System (ARMS) and is responsible for entering amended service data into the Division of Aging and Adult Services Management Information System.

10. Monitoring. This Agreement will be monitored to assure that services are being provided as stated in this agreement and as outlined in administrative letters on the 2021 SUPPLEMENTAL NUTRITION federal disaster grants issued by the Division of Aging and Adult Services to convey the requirements for allowable expenditures and documentation of service delivery to eligible older adults.

The Provider 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.

11. 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 Provider.

The decision of the LRO is final unless within twenty (20) days of receipt of such decision the grant administrator for the Provider furnishes a written request for appeal to the Director of the North Carolina Division of Aging and Adult Services, with a copy sent to the Area Agency. The request for appeal shall state the exact nature of the complaint. The Division of Aging and Adult Services will inform the grant administrator for the Provider 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

11. Termination for Cause. If through any cause, the Provider shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or the Provider has or shall violate any of the covenants, agreements, representations or stipulations of this Agreement, the Area Agency shall have the right to terminate this Agreement by giving the Provider's Executive Officer as deemed appropriate 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 Provider shall be entitled to receive just and equitable compensation for any work satisfactorily performed under this Agreement.
12. Audit. The Provider agrees to have an annual independent audit in accordance with North Carolina General Statutes, North Carolina Local Government Commission requirements, Division of Aging and Adult Services Program Audit Guide for Aging Services, and Federal Office of Budget and Management (OMB) Uniform Guidance 2 CFR Part 200.

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. 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 and \$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.

13. Audit/Assessment Resolutions and Disallowed Cost. It is further understood that the Provider is responsible to the Area Agency for clarifying any audit exceptions that may arise from any Area Agency assessment, County or 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 Provider shall promptly repay such funds to the Area Agency once any final appeal is exhausted in accordance with paragraph ten (10). The Area Agency 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.

14. Indemnity. The Provider 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 Provider.
15. Equal Employment Opportunity and Americans With Disabilities Act Compliance. The Provider, as identified in paragraph one (1), shall comply with all federal and state laws relating to equal employment opportunity and accommodation for disability.
16. Data to be Furnished to the Provider. 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 shall be furnished to the Provider without charge by the Area Agency. The Area Agency, its agents and employees, shall readily assist the Provider in the performance of duties under this Agreement.
17. Rights in Documents, Materials and Data Produced. The Provider agrees 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. The Area Agency and the Provider shall have the right to use same without restriction or limitation and without compensation to the other. For the purposes of this Agreement, "data" includes writings, sound recordings, or other graphic representations, and works of similar nature. No reports or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Provider.
19. Documentation – All services funded under this Agreement must be tracked separately from Home and Community Care Block Grant funded services. The Provider shall comply with the following documentation requirements:
 - a. complete a DAAS 101 (Client Registration) Form for each eligible client served if required;
 - b. solicit consumer contributions;
20. Reporting Requirements. The Service Provider will complete all data entry in the ARMS system, keep accurate financial and programmatic records, inform county finance officer of monthly service reimbursement and will accommodate other requests by the Area Agency. The Area Agency is responsible for reimbursement based on ARMS data entry by the provider. Further reporting guidance may be forthcoming from DAAS.
21. Interest of the Governing Board. The Governing Board covenants that neither the Governing Board 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.
22. Interest of Members of the Area Agency, Lead Regional Organization, and Others. No officer, member or employee of the Area Agency 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.
23. Officials not to Benefit. No member of or delegate to the Congress of the United States of America, resident Commissioner or employee of the United States Government, shall be entitled to any share or part of this Agreement or any benefits to arise here from.
24. 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 to include client names, addresses or any identifying information. 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.

- 25. 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 and other services necessary to provide emergency response. 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.

- 26. 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, Provider have executed this Agreement as of the day first written above.

Provider

Community Service Provider or Authorized Signature

Aging Services Director
Title

Mid-East Commission

Executive Director, Mid-East Commission
Lead Regional Organization

Director, Area Agency on Aging

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.

FINANCE OFFICER, Lead Regional Organization

NC Division of Aging and Adult Services
 DAAS-732-COVID
 Provider: Bertie County Council on Aging
 Address:
 County: Bertie

COVID-19 EMERGENCY RESPONSE:
 2021 Supplemental Nutrition Funding
 HDCS Consolidated Appropriations Act

Project Start Date: July 1, 2021
 Project End Date: September 30, 2022

Provider Services Summary

REVISION # , DATE :

Supplemental Nutrition Funding	Service Delivery (Check one)		A				B	C	D	E	F	G	H	I
	Direct	Purchased	Access	Supplemental Nutrition Funding		Total	Local Match NOT Required	Net* Service Cost	NSIP NOT Allowed	Total COVID-19 Funding	Projected Units	Projected Reimbursement Rate	Projected Clients	Projected Total Units
				In-Home	Other									
Home-Delivered Meals	X				\$ 19,392		0	\$ 19,392	0	\$ 19,392	0	0.0000	0	0
							0	\$ -	0	\$ -				
							0	\$ -	0	\$ -				
							0	\$ -	0	\$ -	0			0
							0	\$ -	0	\$ -	0			0
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							0	\$ -	0	\$ -				
							0	\$ -	0	\$ -				
Total			\$ -	\$ -	\$ 19,392	\$ 19,392	0	\$ 19,392	0	\$ 19,392	0		0	0

*Adult Day Care & Adult Day Health Care Net Service Cost

	ADC	ADHC
Daily Care		
Administrative Costs		
Net Service Cost Total	\$ -	\$ -

Community Service Provider

 Authorized Signature, Title

 Date

IF APPLICABLE:

 Signature, Chairman, Board of Commissioners

 Date

CONTRACTUAL AGREEMENT BETWEEN

Bertie County Council on Aging

&

Interim Healthcare-Morris Group, Inc.

THIS AGREEMENT is made and entered into the 1st day of July, 2021, by and between Bertie County Council on Aging (“BCCOA”) and Interim Healthcare-Morris Group, Inc. (“IHMC”), Provider.

WITNESSETH

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

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

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

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

I. SCOPE OF AGREEMENT

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

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

II. LIABILITY

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

III. FINANCIAL AGREEMENT

- A. For services rendered under the terms of this Agreement, BCCOA shall pay Provider the rate of **\$15.50** per hour for visits by the Provider's In-Home Assistants. Provider shall submit an invoice for service rendered to BCCOA on Monday following the payroll ending period. Such fees shall be the exclusive method, mode and amount of payment for visits made by the Provider's professional staff pursuant to this agreement (hereunto referred to as Services), with the exception that, if services are not performed during such visit.
- B. All fees, compensation and other things of value charged by BCCOA for services shall belong to and be paid to BCCOA.
- C. Provider shall, in accordance with BCCOA's established policies and procedures provide all necessary documentation for BCCOA to obtain reimbursement for all services rendered.
- D. By the 7th day of each calendar month, Provider shall submit to BCCOA's designated representative, a record of all Services rendered to BCCOA's patients during the proceeding 30 day period. Such report will list patient names, dates of services, services provided and fee applicable.
- E. Provider's fee for Services shall be paid by BCCOA within thirty (30) days of the receipt of the prescribed and properly executed billing forms; provided that all documentation pertaining to the service has been completed, received and approved. In the event that Provider has been paid for services rendered by BCCOA and because of Providers failure to properly comply with obligations under this Agreement, the BCCOA fails to receive its fee from the party from whom payment for such Services is due, then Provider shall reimburse BCCOA for any and all such amounts denied due to Provider error.

IV. EFFECTS OF DENIALS AND NOT SEEN VISITS

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

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

V. DURATION OF AGREEMENT

This agreement shall commence as of the date hereof and shall continue in full force and effect through **June 30, 2022**. Thereafter, the Agreement may be renewed for additional one year terms by mutual written agreement of the parties. Either party shall have the right to terminate this Agreement, with or without cause, upon ninety (90) days notice in writing to the other party.

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

VI. OUTSIDE SERVICES

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

VII. SPECIAL CONDITIONS

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

VIII. GENERAL CONDITIONS

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

Interim Healthcare-Morris Group, Inc.

Attn: Margaret Webb

2526 Ward Boulevard

Wilson, North Carolina 27893

Bertie County Council on Aging

Attn: Venita C. Thompson, Director

103 W. School Street

Windsor, North Carolina 27983

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

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

facilitate or knowingly permit the exchange, directly or indirectly, of any competitively sensitive price, cost or charge information, or engage in joint pricing of any kind.

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

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

ATTEST

County: _____

Title: _____

Signature: _____

Date: _____

PROVIDER

Interim Health Care- Morris Group, Inc.

By:

Margaret Wells

Title:

CEO / COO

Date:

6/1/21

DEPARTMENT

Bertie County Council on Aging

By:

Denita Thompson

Title:

Ag'ing Services Director

Date:

6/1/2021

AGREEMENT FOR TRANSPORTATION SERVICES

This agreement, made and entered into by and between C&J's Ambulette Non-Emergency Medical Transport, Inc, hereafter called Provider4, and the Bertie County Council on Aging, hereafter called Contractor:

WITNESSETH:

WHEREAS the Provider is a corporate entity created for the purpose of meeting the Public Transportation needs in Bertie, Halifax, Pitt, and Northampton counties; and

WHEREAS the Contractor is desirous of the transportation services provided by the Provider; and

WHEREAS the Provider and the Contractor have negotiated the terms of understanding whereby the Provider agrees to provide the needed transportation services to the Contractor upon the compensation basis set forth below; and

WHEREAS the Provider and the Contractor acknowledge that it is in the best interest of each that they make and enter in this agreement.

NOW, THEREFORE, in consideration of the premises and in further consideration of the terms and provisions set forth below, the receipt and sufficiency of which is hereby respectively acknowledged, the Provider and the Contractor agrees as follows:

1. **PERIOD**. The period of performance of this agreement shall begin on JULY 1, 2021 and shall terminate automatically on JUNE 30, 2022.
2. **PROVIDER'S RESPONSIBILITIES**
 - A. Provide transportation services for Older Americans 60 years of age and older who reside in Bertie County, to the Nutrition Sites and to other destinations as specified by the Council on Aging.
 - B. Notify the Contractor immediately of emergencies that may interrupt the transportation schedule.
 - C. The provider serves the right to refuse transportation of a Contractor's client when it has been determined by the Provider that to do so would endanger the driver and other passengers being transported.
 - D. The Provider's liability shall end when passengers leave the Provider's vehicles.

I. Notify the Provider of any special trips needs at least one week in advance.

4. SPECIAL CONDITIONS

PROVIDER: The following holidays will be observed by the Provider in one-half day increments.

Independence Day	-	July 5, 2021
Labor Day	-	September 6, 2021
Thanksgiving Day	-	November 25, 26 2021
Christmas Day	-	December 24, 25, 2021
New Year's Day	-	January 1, 2022
Dr. King's Birthday	-	January 17, 2022
Easter	-	April 17, 2022
Memorial Day	-	May 30, 2022

In order to communicate with you during inclement weather conditions you may call (252) 484-5064 or (252-676-4909) to be able to hear our schedule. We will have announcements also on the WITN -7 NEWS and WRAL-5 NEWS.

If you should see (Inclement Weather Plan) this message means the Driver's do not operate and staff more than likely will have a delayed time.

5. COMPENSATION. The Contractor agrees to pay the Provider for the transportation services, upon invoice, at the following rates and terms.

\$25.00 per unit of serve (Unit of Service meaning one-way trip).

6. RATE INCREASES. Rate increases will be based on several factors such as the cost of fuel, operating expenses, local support, etc. The Provider will notify the Contractor immediately of any rate increases. All increases shall take effect with ten (10) days of such notification.

7. RELATIONSHIP. The Provider is an independent contractor and no employee – employer or agency relationship exists between the Provider and the Contractor. Drivers and other employees of the Provider are not subject to the control or supervision of the Contractor.

15. **ENTIRE AGREEMENT.** These terms of this agreement constitute the entire agreement between the Provider and the Contractor, and there are no contemporaneous oral agreements contrary here to.

IN WITNESS WHEREOF, the Provider, by its Board of Directors, and the Contractor, by its Board and by Authority duly given, here by execute this agreement this the 31st day of May, 2021.

C&J'S AMBULETTE NON-EMERGENCY MEDICAL TRANSPORT, INC.

Sandra Bass BY Carey Johnson
WITNESS

COUNTY OF BERTIE

_____ BY _____

Bertie County Conflict of Interest Policy

Whereas, N.C.G.S. 153A-53 and 160A-86 require counties to adopt a resolution or policy containing a code of ethics to guide actions by the governing board members in the performance of the member's official duties as a member of that governing board.

Now, therefore, the Bertie County Board of Commissioners hereby resolves to adopt the following Conflict of Interest Policy:

The Bertie County Board of Commissioners, the County Manager and other County officers, employees and agents (hereinafter referred to as "Board members and County employees") are to avoid any conflict of interest, even the appearance of a conflict of interest. All Board members and County employees are obligated to always act in the best interest of the County. This obligation requires that any Board member or County employee in the performance of County duties seek only the furtherance of the County's mission. At all times, Board members and County employees are prohibited from using their job title, the County's name or property, for private profit or benefit.

Conflict of Interest Defined: A conflict of interest is defined as an actual or perceived interest by a Board member or County employee in an action that results in, or has the appearance of resulting in, personal, organizational, or professional gain. A conflict of interest occurs when a Board member or County employee has a direct or fiduciary interest in another relationship. The definition of conflict of interest includes any bias or the appearance of bias in a decision making process that would reflect a dual role played by a Board member or County employee.

A. Board members and County employees should neither solicit nor accept gratuities, favors, or anything of monetary value from current or potential contractors, vendors, persons receiving benefits from the County or persons who may benefit from the actions of any Board member or County employee. This is not intended to preclude bona-fide County fund raising-activities. Board members and County employees shall not directly or indirectly benefit from the Board's disbursing of County, State or Federal funds. This policy applies to any grant money that is awarded to the County and for which the County is given the responsibility to disburse, including but not limited to State and Federal grants.

B. A Board member or County employee may, with the approval of Board, receive honoraria for lectures and other such activities while not acting in any official capacity for the County. Officers may, with the approval of the Board, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If a Board member or County employee is acting in any official capacity, honoraria received in connection with activities relating to the County are to be paid to the County.

C. No Board member or County employee shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his or her knowledge, any of the following has a financial interest in that purchase or contract:

1. The Board member or County employee;
2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
3. An organization in which any of the above is an officer, director, or employee;
4. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.

Examples of a financial interest that would create a conflict of interest are:

- A Board member or County employee owning an interest in a vendor who is receiving State grant funds being disbursed by the County.
- A Board member or County employee who employs or is employed by a vendor who is receiving State grant funds being disbursed by the County.
- A Board member or County employee having a contractual relationship with a vendor who is receiving State grant funds being disbursed by the County.
- A creditor or debtor to a Board member or County employee having a contractual relationship with a vendor who is receiving State grant funds being disbursed by the County.
- A Board member or County employee having a consultative or consumer relationship with a vendor who is receiving State grant funds being disbursed by the County.

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D. Duty to Disclose -- Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to the Board or one's supervisor immediately.

E. Board Action -- When a conflict of interest is relevant to a matter requiring action by the Board, the Board member or County employee must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he or she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining Board or committee members shall decide if a conflict of interest exists.

In addition, the person shall not participate in the final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of and vote of the Board.

F. Violations of the Conflicts of Interest Policy -- If the Board has reasonable cause to believe a member, officer, employee or agent has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose. If, after hearing the person's response and after making further investigation as warranted by the circumstances, the Board determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

G. Record of Conflict -- The minutes of the Board and all committees with Board delegated powers shall contain:

1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the Board's or committee's decision as to whether a conflict of interest in fact existed.
2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

This resolution is adopted by the Bertie County Board of Commissioners on this the _____ day of _____, 2021 by vote of ____ in favor and ____ against.

Bertie County Board of Commissioners

By: _____
Tammy Lee, Chairperson

Confirmed:

By: _____
Clerk to the Board

Bertie County Conflict of Interest Policy

Whereas, N.C.G.S. 153A-53 and 160A-86 require counties to adopt a resolution or policy containing a code of ethics to guide actions by the governing board members in the performance of the member's official duties as a member of that governing board.

Now, therefore, the Bertie County Board of Commissioners hereby resolves to adopt the following Conflict of Interest Policy:

The Bertie County Board of Commissioners, the County Manager and other County officers, employees and agents (hereinafter referred to as "Board members and County employees") are to avoid any conflict of interest, even the appearance of a conflict of interest. All Board members and County employees are obligated to always act in the best interest of the County. This obligation requires that any Board member or County employee in the performance of County duties seek only the furtherance of the County's mission. At all times, Board members and County employees are prohibited from using their job title, the County's name or property, for private profit or benefit.

Conflict of Interest Defined: A conflict of interest is defined as an actual or perceived interest by a Board member or County employee in an action that results in, or has the appearance of resulting in, personal, organizational, or professional gain. A conflict of interest occurs when a Board member or County employee has a direct or fiduciary interest in another relationship. The definition of conflict of interest includes any bias or the appearance of bias in a decision making process that would reflect a dual role played by a Board member or County employee.

A. Board members and County employees should neither solicit nor accept gratuities, favors, or anything of monetary value from current or potential contractors, vendors, persons receiving benefits from the County or persons who may benefit from the actions of any Board member or County employee. This is not intended to preclude bona-fide County fund raising-activities. Board members and County employees shall not directly or indirectly benefit from the Board's disbursing of County, State or Federal funds. This policy applies to any grant money that is awarded to the County and for which the County is given the responsibility to disburse, including but not limited to State and Federal grants.

B. A Board member or County employee may, with the approval of Board, receive honoraria for lectures and other such activities while not acting in any official capacity for the County. Officers may, with the approval of the Board, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If a Board member or County employee is acting in any official capacity, honoraria received in connection with activities relating to the County are to be paid to the County.

C. No Board member or County employee shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his or her knowledge, any of the following has a financial interest in that purchase or contract:

1. The Board member or County employee;
2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
3. An organization in which any of the above is an officer, director, or employee;
4. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.

Examples of a financial interest that would create a conflict of interest are:

- A Board member or County employee owning an interest in a vendor who is receiving State grant funds being disbursed by the County.
- A Board member or County employee who employs or is employed by a vendor who is receiving State grant funds being disbursed by the County.
- A Board member or County employee having a contractual relationship with a vendor who is receiving State grant funds being disbursed by the County.
- A creditor or debtor to a Board member or County employee having a contractual relationship with a vendor who is receiving State grant funds being disbursed by the County.

- A Board member or County employee having a consultative or consumer relationship with a vendor who is receiving State grant funds being disbursed by the County.

D. Duty to Disclose -- Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to the Board or one's supervisor immediately.

E. Board Action -- When a conflict of interest is relevant to a matter requiring action by the Board, the Board member or County employee must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he or she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining Board or committee members shall decide if a conflict of interest exists.

In addition, the person shall not participate in the final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of and vote of the Board.

F. Violations of the Conflicts of Interest Policy -- If the Board has reasonable cause to believe a member, officer, employee or agent has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose. If, after hearing the person's response and after making further investigation as warranted by the circumstances, the Board determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

G. Record of Conflict -- The minutes of the Board and all committees with Board delegated powers shall contain:

1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the Board's or committee's decision as to whether a conflict of interest in fact existed.
2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

This resolution is adopted by the Bertie County Board of Commissioners on this the _____ day of _____, 2021 by vote of ____ in favor and _____ against.

Bertie County Board of Commissioners

By: _____
Tammy Lee, Chairperson

Confirmed:

By: _____
Clerk to the Board

**Resolution Regarding Water Resources Development Grant –
Water-Based Recreation**

WHEREAS, the Board of Commissioners Bertie County North Carolina, desires to sponsor the Tall Glass of Water Project (TGOW) to provide open access to public water and close-to-home outdoor recreation activities to meet the expressed needs of the region and community.

NOW, THEREFORE, BE IT RESOLVED THAT:

- 1) The Bertie County Board of Commissioners requests the North Carolina Department of Environmental Quality, Division of Water Resources, to provide financial assistance to Bertie County for the Tall Glass of Water project from the Division’s Water Resources Development Grant in the amount of \$ _____ for construction of Phase I Water-based Outdoor Recreation activities and facilities;
- 2) The Board assumes full obligation for payment of the balance of project costs;
- 3) The Board will obtain all necessary State and Federal permits;
- 4) The Board will comply with all applicable laws governing the award of contracts and the expenditure of public funds by local governments.
- 5) The Board will supervise construction of the project to assure compliance with permit conditions and to assure safe and proper construction according to approved plans and specifications;
- 6) The Board will obtain appropriate easements, rights-of-way or suitable dredge material disposal areas that may be necessary for the construction and operation of the project without cost or obligation to the State.;
- 7) The Board will ensure that the project is open for use by the public on an equal basis with limited restrictions;
- 8) The Board will hold the State harmless from any damages that may result from the construction, operation and maintenance of the project;
- 9) The Board accepts responsibility for the operation and maintenance of the completed project.

Adopted by the Bertie County Board of Commissioners this _____ day of June, 2021.

Tammy Lee, Board Chair

Clerk to the Board

**Resolution Regarding Water Resources Development Grant –
Stream Restoration**

WHEREAS, the Board of Commissioners Bertie County North Carolina, desires to sponsor the Tall Glass of Water Project (TGOW) to preserve natural and cultural resources within the project site.

NOW, THEREFORE, BE IT RESOLVED THAT:

- 1) The Bertie County Board of Commissioners requests the North Carolina Department of Environmental Quality, Division of Water Resources, to provide financial assistance to Bertie County for the Tall Glass of Water project from the Division’s Water Resources Development Grant in the amount of \$ _____ for streambank stabilization;
- 2) The Board assumes full obligation for payment of the balance of project costs;
- 3) The Board will obtain all necessary State and Federal permits;
- 4) The Board will comply with all applicable laws governing the award of contracts and the expenditure of public funds by local governments.
- 5) The Board will supervise construction of the project to assure compliance with permit conditions and to assure safe and proper construction according to approved plans and specifications;
- 6) The Board will obtain appropriate easements, rights-of-way or suitable dredge material disposal areas that may be necessary for the construction and operation of the project without cost or obligation to the State.;
- 7) The Board will ensure that the project is open for use by the public on an equal basis with limited restrictions;
- 8) The Board will hold the State harmless from any damages that may result from the construction, operation and maintenance of the project;
- 9) The Board accepts responsibility for the operation and maintenance of the completed project.

Adopted by the Bertie County Board of Commissioners this _____ day of June, 2021.

Tammy Lee, Board Chair

Clerk to the Board

**BERTIE COUNTY, NORTH CAROLINA
2021-2022 BUDGET ORDINANCE**

AN ORDINANCE ADOPTING THE ANNUAL BUDGET AND SETTING THE TAX RATE FOR THE COUNTY OF BERTIE FOR THE FISCAL YEAR 2021-2022.

WHEREAS, Article 3 of Chapter 159 of the North Carolina General Statutes (NCGS), requires local governments in North Carolina to adopt ordinances establishing an annual budget, in accordance with procedures established in said Article 3, and

WHEREAS, the Bertie County Board of Commissioners, following a public hearing as required by law has considered the proposed annual budget for Bertie County for the 2021-2022 Fiscal Year.

NOW, THEREFORE BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF BERTIE, NORTH CAROLINA:

SECTION 1. REVENUES: It is estimated that the revenues and Fund Balances of the funds hereafter listed will be available for the fiscal year beginning July 1, 2021, and ending June 30, 2022, to finance the appropriations set forth in SECTION 2 and in accordance with the chart of accounts established for Bertie County:

GENERAL FUND

Ad Valorem-Prior Years	\$610,350	
Motor Vehicle-Prior Years	\$820	
Penalties and Interest	\$115,000	
Sales Tax -1% Pt of Collection	\$390,000	
1/2 Cent Sales Tax Article 40	\$1,245,368	
1/2 Cent Sales Tax Article 42	\$500,000	
Sales Tax Law Change Article 44*524	\$873,225	
1/4 Cent Sales Tax Article 46	\$210,000	
Payment in Lieu of Taxes-Federal Land	\$50,000	
Other Taxes	\$30	
Unrestricted Intergovernmental	\$101,000	
Restricted Intergovernmental	\$604,167	
Permits & Fees	\$274,775	
Medical Service Fees	\$1,011,555	
Non-Emergency Transport Fees	\$815,318	
Landfill Fees	\$2,000,000	
Sales & Service	\$50,622	
Hospital Lease	\$482,213	
Miscellaneous	\$187,500	
Interest Earned	\$30,000	
Indirect Cost Water Systems	\$231,416	
Transfers from Lottery	\$-	
Transfers from School Capital Reserve	\$2,484,715	
FUND BALANCE APPROPRIATED	\$-	
AD VALOREM TAXES	\$10,321,856	
MOTOR VEHICLE TAXES	\$1,557,000	
GENERAL FUND REVENUES		\$24,146,930

SOCIAL SERVICES FUND		
State and Federal Assistance	\$3,246,105	
Health Choice	\$750	
Transfer from General Fund	\$1,344,034	
SOCIAL SERVICES FUND REVENUES		\$4,590,889
911 WIRE/WIRELESS FUND		
Interest Earned	\$500	
User Charges and Fees	\$144,177	
911 WIRE/WIRELESS FUND REVENUE		\$144,677
LOTTERY		
Lottery Proceeds	\$150,000	
LOTTERY FUND REVENUE		\$150,000
Capital School Reserve		
	\$2,485,715	
CAPITAL SCHOOL RESERVE FUND		\$2,485,715
REVALUATION FUND		
Transfer from General Fund	\$80,000	
REVALUATION FUND REVENUES		\$80,000
DEBT SERVICE		
Transfer From General Fund-QZAB-Brt High	\$109,461	
Transfer From General Fund-DSS-Building	\$225,258	
Transfer From General Fund-Hospital	\$482,214	
Transfer From General Fund-BHS-2012A	\$1,381,018	
Transfer From General Fund-BHS-2012B	\$424,463	
Transfer From General Fund-USDA Amb.	\$93,366	
DEBT SERVICE FUND REVENUES		\$2,715,780
COUNTY WATER DISTRICTS FUND		
Sale of Water & Fees	\$2,630,750	
COUNTY WATER DISTRICTS REVENUES		\$2,630,750
BERTIE TELEPHONE SYSTEM		
User and Miscellaneous Charges	\$62,000	
BERTIE TELEPHONE SYSTEM REVENUES		\$62,000
	REVENUES:	<u>\$37,006,741</u>

SECTION 2. APPROPRIATIONS: The following amounts are hereby appropriated for the operation of Bertie County Government and its departments and agencies for the fiscal year beginning July 1, 2021, and ending June 30, 2022. The Finance Director is authorized to make transfers from one appropriation to another within the same fund, excluding salary line items, which require approval of the County Manager. Amendments/transfers that increase the fund total must have Board approval. Purchase orders and contracts that are not complete and remain as encumbrances outstanding at June 30, 2021, shall be reclassified as “continuing contracts.” As such they shall be disencumbered and immediately re-encumbered against the following year appropriations.

GENERAL FUND

Governing Body	\$181,894	
Administration	\$370,576	
HR & Risk Management	\$81,788	
Finance	\$289,259	
Tax	\$621,893	
Legal	\$120,000	
Court Facilities	\$96,580	
Elections	\$227,936	
Register of Deeds	\$361,957	
Public Buildings & Grounds	\$887,902	
Data Center	\$285,457	
Sheriff	\$2,884,484	
Communications	\$621,869	
Emergency Management	\$528,237	
Emergency Medical Service	\$2,697,208	
Non-Emergency Transport	\$851,376	
Planning/Building Inspections	\$352,807	
Medical Examiner	\$19,000	
Animal Control	\$202,827	
Solid Waste	\$516,392	
Economic Development	\$179,058	
Cooperative Extension	\$294,138	
Soil Conservation	\$80,437	
Health	\$108,966	
Veterans Service Office	\$56,644	
Council on Aging/Nutrition	\$481,212	
Parks & Recreation	\$298,921	
Transfers-Social Services	\$1,344,034	
Transfers-Revaluation	\$80,000	
Transfers-Debt-DSS	\$225,258	
Transfers-Debt-QZAB-Bertie High	\$109,461	
Transfers-Debt-Hospital	\$482,213	
Transfers-Debt-Bertie High School (2012 A/B)	\$1,805,481	
Transfers-USDA Amb.	\$93,366	
Appropriations-Other Agencies	\$6,308,299	
GENERAL FUND APPROPRIATIONS		\$24,146,930

SOCIAL SERVICES FUND		
Social Services	\$4,590,889	
SOCIAL SERVICES FUND APPROPRIATIONS		\$4,590,889
911 WIRE/WIRELESS FUND		
911 Wire/Wireless Fees	\$144,677	
911 WIRE/WIRELESS APPROPRIATIONS		\$144,677
LOTTERY		
Lottery Proceeds	\$150,000	
LOTTERY FUND REVENUE		\$150,000
CAPITAL SCHOOL RESERVE FUND		
Capital School Reserve	\$2,485,715	
CAPITAL SCHOOL RESERVE FUND APPROPRIATIONS		\$2,485,715
REVALUATION FUND		
Revaluation	\$80,000	
REVALUATION FUND APPROPRIATIONS		\$80,000
DEBT SERVICE FUND		
Debt Service Payments	\$2,715,780	
DEBT SERVICE FUND APPROPRIATIONS		\$2,715,780
COUNTY WATER DISTRICTS FUND		
System Operations	\$2,630,750	
COUNTY WATER DISTRICTS APPROPRIATIONS		\$2,630,750
BERTIE TELEPHONE SYSTEM		
User and Miscellaneous Charges	\$62,000	
BERTIE TELEPHONE SYSTEM APPROPRIATIONS		\$62,000
EXPENSES:		<u>\$37,006,741</u>

SECTION 3. School Funding

The Bertie County Schools Current Expense Fund appropriation in the amount of \$3,027,671.00 is contained within the General Fund and shall be paid to the Bertie County Schools in twelve (12) equal monthly installments.

The Bertie County Schools Capital Outlay Fund appropriation of \$375,000 is contained within the General Fund and shall be paid to the Bertie County Schools as needed for payment of invoices. All unused funds shall transfer to the School Capital Reserve Fund.

The quarter-cent sales tax estimated appropriation of \$210,000 is contained within the General Fund and shall be paid to the Bertie County Schools as received monthly.

SECTION 4. AD VALOREM TAX LEVY: There is hereby levied for the fiscal year 2021-2022 an ad valorem property tax on all property having a situs in Bertie County as listed for taxes as of January 1, 2021 at a rate of eighty-six and half (86.5) cents per one hundred (100) dollars assessed value of such property pursuant to and in accordance with the Machinery Act of Chapter 105 of the North Carolina General Statutes and other applicable laws.

The estimated ad valorem property tax set out in SECTION 1 of this ordinance is based on an estimated property value of \$1,399,746,603 (\$1,219,746,603 for real and personal property and public utilities, and \$180,000,000 for motor vehicles) and an estimated collection rate equal to the audited FY2019-2020 collection rates of 97.83% for real/personal property and public utilities and 100% for motor vehicles.

SECTION 5. SCHEDULE OF FEES – The Annual Fee Schedule, which is attached to this ordinance, sets all fees authorized to be charged by the County for County goods, services or other functions provided by County personnel, equipment, including consultation and other such activities; and, is hereby approved.

SECTION 6. LEVY OF PRIVILEGE LICENSES AND OTHER TAXES: There is hereby levied all County Privilege Licenses and Taxes, and fees as provided in the ordinances and resolutions duly adopted by the Board of Commissioners of Bertie County.

SECTION 7. DISTRIBUTION: Copies of this Budget Ordinance shall be furnished to the Finance Director, County Manager, Board of Education and Tax Assessor for direction in the carrying out of their duties.

SECTION 8. SPECIAL INSTRUCTIONS:

The Board of Commissioners has also approved the following:

- 401K – 3.0% contribution for supplemental retirement for non-law enforcement employees
- \$200 health savings account
- The County Manager and Finance Officer are hereby instructed to provide for the establishment of an irrevocable trust fund for OPEB obligations, both current and future. Beginning July 1, 2016, a monthly allocation of \$100 per position was established to be included in the budget ordinance for that year and that same total amount for all future years, which shall be deposited in the OPEB trust.
- Employees hired after July 1, 2016 will no longer be eligible for retiree health insurance benefits.

SECTION 9. EFFECTIVE DATE

That this ordinance shall be in full force and effect on July 1, 2021.

Adopted this the ___th day of June, 2021:

Tammy Lee, Chairman

LaShonda Cartwright, Clerk to the Board

William Roberson, Finance Director

BERTIE COUNTY DEPARTMENTAL FEE SCHEDULE

ALL DEPARTMENTS Impose a \$25.00 returned check fee

BERTIE COUNTY PLANNING & INSPECTIONS FEES EFFECTIVE - JULY 1, 2020

Residential Permits

	\$ per sq foot/Other	Minimum			
Construction	\$0.20	\$ 50.00			
Construction (Other*)	\$0.10	\$ 40.00	* Unheated area or accessory structure		
Minor Repair/Remodel (Level I,II)	n/a	\$ 50.00			
Major Repair/Remodel (Level III)	\$0.10	\$ 50.00			
			SW	DW	TW
Manufactured Home	\$50/MH (Recycling AMH)	\$ 100.00	\$125	\$150	(Includes setup, elec., plumb, mech)
Modular (On-frame & Off-frame)	\$0.25	\$ 50.00	(Includes trades)		
Electrical - New Construction	\$0.05	\$ 50.00			
Electrical - <i>Repair/Replace/Restore Power</i>	n/a	\$ 50.00			
Elec (Temp Service)	n/a	\$ 50.00			
Plumbing	\$0.05	\$ 50.00			
Plumbing - Repair/Replace	n/a	\$ 50.00			
Mechanical - New Construction	\$0.05	\$ 50.00			
Mechanical - Repair/Replace	n/a	\$ 50.00			
Insulation	\$0.05	\$ 50.00			
Gas Installation	n/a	\$ 50.00			
Reinspection	Per Trip	\$ 50.00			
Solar Power (Residential Panels)	\$75 per panel	\$ 50.00	Plus electrical permit		

Commercial Permits

	\$ per sq foot	Minimum
Construction	\$0.25	\$ 75.00
Minor Repair/Remodel (Level I,II)	n/a	\$ 75.00
Major Repair/Remodel (Level III)	\$0.15	\$ 75.00
Electrical - New Construction or Rewire of existing building	\$0.10	\$ 75.00
Electrical - Repair/Replace/Restore Power	n/a	\$ 75.00
Elec (Temp Service)	n/a	\$ 50.00
Plumbing - New Construction	\$0.10	\$ 75.00
Plumbing - Repair/Replace	n/a	\$ 75.00
Mechanical - New Construction	\$0.10	\$ 75.00
Mechanical - Repair/Replace	n/a	\$ 75.00
Insulation	\$0.05	\$ 75.00
Gas Installation	n/a	\$ 75.00
Reinspection	Per Trip	\$ 50.00

Fire Inspections

Opening/reopening a business, change of use/occupancy, change of name/ownership, or ABC permit	n/a	\$ 150.00
New Construction (NC Fire Code 105.7)	\$0.10	\$ 75.00
Pyrotechnic	n/a	\$ 250.00
Festivals, Fairs, Carnivals, etc.	n/a	\$ 150.00

Communication Towers

	Costs	Minimum	
Tower, Building & Electrical	n/a	\$ 1,200	
Replacing or Adding Antenna	\$100 each	\$ 100.00	
<u>Solar Farms</u>	\$0.50 per panel	\$1,000.00	Electrical permit included
<u>Demolition (Res & Com)</u>	n/a	\$ 50.00	
<u>Planning Fees</u>			
Minor Subdivisions	\$50 per lot		
Major Preliminary	\$200 + \$5 per lot		
Major Final (<i>No Change</i>)	\$25 per lot		
PUD Master Plans	\$1,200 (up to 1,000 units)		(Add \$5 per unit over 1,000)
PUD Preliminary	\$200 + \$5 per lot		
PUD Final	\$5 per unit & \$25 per SF lot		

BERTIE COUNTY EMERGENCY SERVICES – EFFECTIVE JULY 1, 2014

Level of Service	HCPCS Code	Price
ALS 1 Emergency	A0427	\$600.00
ALS Non-Emergency	A0426	\$400.00
ALS Level 2 Emergency	A0433	\$800.00
BLS Emergency	A0429	\$500.00
BLS Non-Emergency	A0428	\$400.00
Specialty Care Transport	A0434	\$900.00
Mileage	A0425	\$13.00

BERTIE COUNTY BOARD OF ELECTIONS FEES – EFFECTIVE JULY 1, 2014

Item	Price
Voter Registration List (<i>Complete or Partial</i>)	\$0.05 per page
Electronic Copies on CD	\$15.00
Email	FREE

BERTIE COUNTY RECREATION FEES – EFFECTIVE JULY 1, 2014

Ball fields (as is)	\$25.00 deposit
Lights (additional charge)	\$15.00 an hour
Ball Fields (dressed)	\$10.00 additional fee

Field Rentals by the hour:

<i>1 hour</i>	
Resident	\$10.00
Non-resident	\$18.00
<i>6 hours</i>	
Resident	\$50.00
Non-Resident	\$58.00
<i>12 hours</i>	
Resident	\$80.00
Non-Resident	\$100.00
<i>Weekend</i>	
Resident	\$150.00
Non-Resident	\$220.00

Other Fees:

Youth Sports Registration	\$20.00 per child
Adult Sports Registration	\$250.00 per team
Concession Revenue	10% of profit
Senior Registration	\$35.00 per quarter ages 55-59
Copies (Admin. Office)	\$0.10 per page
Uniform purchases	\$12.00-\$15.00
Shin Guards	\$5.00
Uniform Late Fee	\$2.00-\$15.00
Complex Rental	See attached

BERTIE COUNTY TAX MAPPING FEES – EFFECTIVE JULY 1, 2014

GIS Maps

8 ½ x 11 (Letter size)	\$2.00
8 ½ x 14 (Legal size)	\$3.00
11 x 17	\$5.00
13 x 19	\$8.00
34 x 44	\$15.00
Specialty Maps start at	\$25.00

Scanned Plot or Blueprints

22 x 34	\$5.00
34 x 44	\$8.00

Others Fees:

911 County Map	\$2.00
Print Picture of House	\$0.50
Print Screen	\$0.10
Property Record Card	\$1.00
911 Road Book Copy	\$4.00

BERTIE COUNTY REGISTER OF DEEDS FEES – EFFECTIVE JULY 1, 2014

Uncertified Copies

Birth	\$0.20
Death	\$0.20
Marriage	\$0.20
Combined Real Property	\$0.20
Miscellaneous Fees	\$0.20
Pin-Copy Deposits	\$0.20
<i>(attorneys, surveyors, tax, DSS)</i>	

Other Fees:

Black and White copies	\$0.10
Color copies	\$0.50
CD/DVD/DVD-R	\$1.00

Bertie County Senior Center Use Policies

The Bertie County Senior Center was developed for the use of Bertie County Senior Citizens.

The Senior Center Gym can be used by the following organizations (by priority) after arrangements have been made with the Council on Aging Staff.

Bertie County Senior Citizens (no charge)

Bertie County Government Agencies (no charge)

N.C. State Agencies (no charge)

County/State Educational Institutions (no charge)

Non Profit Organizations and Businesses may rent the Senior Center for \$200.00 a day plus a \$50.00 incidental fee. The incidental fee is refundable if there is no damage or if proper clean up is done.

NO parties (birthday/graduation/wedding receptions/etc.) will be allowed unless it is a Senior Citizens party.

Alcoholic beverages and smoking are NOT ALLOWED and are strictly prohibited.

Events are limited to four (4) hours.

When paying to use facility, an admission at the door will be allowed only to cover the direct cost of programs. If using the facility for free, only a basket can be passed around to ask for a donation.

Anyone requesting the use of the Senior Center must sign and abide by the “Agreement for use of the Senior Center Gym.”

Failure to abide by the “Agreement for use of the Senior Center Guidelines” can result in loss of organization’s privilege to rent the Senior Center.

Agreement for Use of Senior Center Gym

The following rules will apply when using the Senior Center:

1. Arrangements will be made with the Senior Center staff regarding set up times.
2. Maximum occupancy of the gym is 150 persons. Exceeding this limit is unlawful.
3. Extension cords must meet existing fire codes.
4. No scotch tape or nails will be used on the walls. Masking tape use only.
5. DO NOT drag tables or chairs across floor.
6. If any problems are noted with building (i.e., heating, ac, plumbing, etc), please report these to maintenance at (252) 724-1685 as soon as possible.
7. If Senior Center chairs are used, please restack them in a neat and orderly manner, 10 chairs to a stack and on the chair dolly. If Senior Center tables are used, please place them on the table truck and return to the closet. DO NOT BLOCK CIRCUIT BOX IN CLOSET AT THE BACK OF CLOSET. Please note exceptions in agreement # 15.
8. If food is served, please be sure tables and floors are clean.
9. Alcoholic beverages and smoking are NOT ALLOWED and are strictly prohibited.
10. The stage floor is easily marked. Please be sure floor is clean.
11. When leaving the building, be sure the heat is set on 70 or the air conditioning is set on 74, based on the season.
12. The Senior Center gym must be clean by 8:30 am on the following working day, unless prior arrangements have been made with the Senior Center Director. If the gym is not clean there will be a minimum \$50.00 additional charge for cleaning.
13. User is responsible and will be charged for any damages done to building or furnishings.
14. The key will be returned the following working day.
15. When vacating the Senior Center, the following order of chairs and tables must be maintained. One table should be placed by the water cooler and 2 tables by the stairs on each side wall. Put all brown framed chairs on dolly with brown framed chairs and all gold framed chairs with gold framed chairs. Place gold framed chairs in closet and brown framed chairs on the same side wall as the water cooler. Please DO NOT cover air vents.
16. DO NOT put hot items directly on tables. Use hot pads, towels, etc. for hot items.

I agree to abide by the above rules, and if they are not met, will be prepared to pay for the damages. Failure to abide by these rules not only can result in loss of organization's privilege to rent the Senior Center.

Date

Signature

Date Gym will be used

Organization

**RESOLUTION
AMENDING ADOPTED RATE STRUCTURE
FOR
BERTIE COUNTY REGIONAL WATER SYSTEM
COUNTY WATER DISTRICT I II III IV**

WHEREAS, the Rules & Regulations for the Districts were previously adopted on June 30, 2016, and amended on April 26, 2021.

WHEREAS, monthly rates need to be amended in order to generate sufficient revenues to meet budgeted expenses,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF COUNTY WATER DISTRICT I, II, III, and IV.

That the rate schedule is amended as follows:

Residential

Flat Rate	\$ 16.50
	\$ 5.50/1,000 gallons

Commercial

Flat Rate	\$ 30.00
	\$ 6.00/1,000 gallons

2" Meter

Flat Rate	\$ 120.00
	\$ 5.50/1,000 gallons

Municipal

Flat Rate	\$ 16.50
	\$ 5.50/1,000 gallons

Industrial

Flat Rate	\$ 500.00
	\$ 6.00/1,000 gallons

Institution/Prison

Flat Rate	\$6,000.00
	\$ 9.00/1,000 gallons

The above rates were revised and shall become effective on July 1, 2021

Adopted this 26th day of April, 2021.



Tammy A. Lee Chair
County Water District I II III IV
Operate as One Entity

(Seal)



Clerk to the Board