

Bertie County Board of Commissioners



**June 21, 2022
6:00 PM**

Vice Chair	Ronald “Ron” Wesson	District I
	Greg Atkins	District II
	Tammy A. Lee	District III
Chair	John Trent	District IV
	Ron Roberson	District V



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

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

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

Phone #: 1-301-715-8592

Meeting ID: 723 391 6141

To listen to our meeting online, click or copy and paste this link into your browser:

<https://us02web.zoom.us/j/7233916141>

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

BERTIE COUNTY BOARD OF COMMISSIONERS

June 21, 2022

Meeting Agenda

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

6:00 PM Welcome, Roll Call, and Call to Order by Board Chair John Trent, Commissioners Room, Windsor

Invocation and Pledge of Allegiance by Commissioner Tammy Lee

Public Comments (3-minute limit per speaker)

(A)

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

- (1) Choanoke Area Housing Consortium Update by Merrill Flood, Director of Local Community Affairs, ECU
- (2) Presentation of TGOW Phase II Estimate & Request to Submit Grant Application to Land & Water Conservation Fund by Project Consultant Robin Payne
- (3) Financial Summary by Finance Director William Roberson

Board Appointments (B)

- 1. Reappointment to ABC Board – Miles Davis
- 2. Appointment to ABC Board

Consent Agenda (C)

- 1. Approve Tax Release Journal – April 2022 & May 2022
- 2. Approve Register of Deeds Fees Report – April 2022 & May 2022
- 3. Agreement for Transportation Services with Choanoke Public Transportation Authority
- 4. Agreement for Transportation Services with New Directions Non-Emergency Medical Transport
- 5. Contractual Agreement with Interim Healthcare – Morris Group, Inc.
- 6. FY 2022-23 Home & Community Care Block Grant for Older Adults Agreement & Funding Plan

- 7. Approval of DWG Architects, PLLC; Shelterplanners.com Contract for RFQ No. 2022-1 – Shelter Architectural Services.
- 8. Acceptance of Soil and Water Conservation Commission Streamflow Rehabilitation Assistance Program (StRAP).
- 9. Resolution for Adoption of Joint Cooperation Agreement for the Establishment of the Choanoke Area Housing Consortium
- 10. Budget Amendments
- 11. Project Ordinance – NC Department of Safety Grant for Bertie County Sheriff’s Office
- 12. Project Ordinance – Bertie County Animal Shelter
- 13. FY 2022-23 Bertie County Juvenile Crime Prevention Council Funding Plan
- 14. FY 2022-23 Bertie County Budget Ordinance, Schedule of Fees, and American Rescue Plan Act Budget

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

- 1. Upcoming Meetings
 - a. **July 14, 2022 7:00 PM**
Mayors & Commissioners Dinner - Powellsville
 - b. **July 18, 2022 6:00 PM**
Board of Commissioners Meeting
 - c. **July 21-24, 2022**
NACo Conference

Commissioners’ Reports (E)

County Manager’s Reports (F)

County Attorney’s Reports (G)

Public Comments
(3 minutes per speaker)

Adjourn



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: June 21, 2022

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

DEPARTMENT: Governing Body

TOPICS:

- (1) Choanoke Area Housing Consortium Update by Merrill Flood, Director of Local Community Affairs, ECU
- (2) Presentation of TGOW Phase II Estimate & Request to Submit Grant to Land & Water Conservation Fund by Project Consultant Robin Payne
- (3) Financial Summary by Finance Director William Roberson

COUNTY MANAGER RECOMMENDATION OR COMMENTS: --

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

ATTACHMENTS: No

LEGAL REVIEW PENDING: N/A

ITEM HISTORY: ---



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: June 21, 2022

SECTION: Board Appointments

DEPARTMENT: Governing Body

TOPICS:

1. Reappointment of Miles Davis - ABC Board
2. Appointment to Vacant Seat (Previously held by James Pugh) - ABC Board

COUNTY MANAGER RECOMMENDATION OR COMMENTS:

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

ATTACHMENTS: Yes

LEGAL REVIEW PENDING: N/A

ITEM HISTORY: ---



B-1



APPLICATION FOR BERTIE COUNTY AUTHORITIES, BOARDS, COMMISSIONS, AND COMMITTEES

Name: Miles Davis

Home Phone Number: _____ Mobile: 919-523-5336

Home Fax Number: _____

Email Address: Miles_Davis@msn.com

Home Address: 146 Davis Road, Windsor, NC 27983-8611

Mailing Address: 146 Davis Road, Windsor, NC 27983-8611

Are you a full-time resident of Bertie County? Yes No _____

How long have you been a full-time resident of Bertie County? 52 years

Do you live within any corporate or town limits? Yes _____ No Which: _____

County Commissioner District: II (Merry Hill/ Whites)

(This information can be obtained from the Bertie County Board of Elections at 252-794-5306)

Occupation: Purchasing Deputy Director Employer: NCDOT

Business Address: 1 South Wilmington Street, Raleigh, NC 27601

Business Phone Number: 919-707-2632 Business Fax: _____

Please list in order of preference the Boards/Commissions/Committees on which you would like to serve:

- | | |
|-----------------------------------|----------|
| 1. <u>Bertie County ABC Board</u> | 3. _____ |
| 2. _____ | 4. _____ |

Qualification for specific category: Presently I am a member of the Board and served two-terms as President of the NC Association of ABC Boards. The NC Association Board has allowed me to be an advocate for Bertie County on a statewide level

Name of any Bertie County Board/Commission/Committee on which you presently serve:

Bertie County ABC Board

If reapplying for a position you presently hold, how long have you served? 12 years

Based on your qualifications and experiences, briefly describe why your services on this Authority/Board/Commission/Committee would be beneficial to the County:

Since being appointed to the Board the Bertie County ABC System went from being in a deficit to now making a profit. I (along with the other Board members) place emphasis on the control aspect of ABC and education of our school system of underage drinking.

Do you have any delinquent Bertie County taxes? Yes No

Other information you consider pertinent: (i.e., education, occupational background, civic memberships, related work experiences, etc.) If necessary, you may add additional pages:

BS Degree from Appalachian State University

Past President, Bertie County Arts Council

Past Member, Martin Community College – Bertie Campus Board of Directors

Worked in North Carolina House of Representatives Majority Leader, Milton Fitch, Jr office before going to the purchase and Contracts section of NCDOT.

CODE OF ETHICS

By submitting this application and by my signature below, I pledge that, if appointed, I agree to comply with the attached Code of Ethics as adopted by the Bertie County Board of Commissioners.

Date: 3/1/2022 Applicant's Signature: 

Return application to:

LaShonda Cartwright
PO Box 530
106 Dundee Street
Windsor, NC 27983
Fax: (252) 794-5327
lashonda.cartwright@bertie.nc.gov

Note:

*All information on this document is subject to the Public Records Law and will be released to the public upon request.

**Interest to Service forms remain current for two years. Following that, the applicant may wish to contact the Clerk to the Board's Office for an updated form.

***Applications must be on file in the Clerk to the Board's Office 7 days prior to consideration for appointment.

FOR OFFICE USE ONLY

Date Received: _____

Received By: _____



B-2



RECEIVED
DEC 16 2020

APPLICATION FOR BERTIE COUNTY AUTHORITIES, BOARDS, COMMISSIONS, AND COMMITTEES

Name: Sharon L. Jones

Home Phone Number: 252-344-3686 Mobile: 252-325-0282

Home Fax Number: N/A

Email Address: Sharon.JonesJones@dhhs.nc.gov

Home Address: 410 East Church Street, Roxbel, N.C. 27872

Mailing Address: P.O. Box 301, Roxbel, N.C. 27872

Are you a full-time resident of Bertie County? Yes No

How long have you been a full-time resident of Bertie County? 57 yrs.

Do you live within any corporate or town limits? Yes No Which: Town

County Commissioner District: District 4
(This information can be obtained from the Bertie County Board of Elections at 252-794-5306)

Occupation: Child Support Agent/pt Employer: NC DHHS
Cert. pharm. Tech.

Business Address: 1643 Twin Bridges Rd, Everette, N.C.

Business Phone Number: 252-789-5211 Business Fax: 252-789-5202

Please list in order of preference the Boards/Commissions/Committees on which you would like to serve:

1. ABC Board
2. _____
3. _____
4. _____

Qualification for specific category: _____

Name of any Bertie County Board/Commission/Committee on which you presently serve: _____

If reapplying for a position you presently hold, how long have you served? N/A

Based on your qualifications and experiences, briefly describe why your services on this Authority/Board/ Commission/Committee would be beneficial to the County:

My Mission is To Make Sure that The sales of Alcoholic beverages are handled In A responsible and Controlled manner. and that sales are made only to those Individuals that are legally entitled to make such purchases

Do you have any delinquent Bertie County taxes? ___ Yes No

Other information you consider pertinent: (i.e., education, occupational background, civic memberships, related work experiences, etc.) If necessary, you may add additional pages:

Studented at R.C.C., Served on The SECY Advisor Board. a member of The Community Enrichment group of Roxbel, N.C. Non profit organization, VP of The Roxbel Community Club building Club. Co Chairman of The annual Roxbel Roxobel AG Festival. ASSIST with Town fund raiser

CODE OF ETHICS

By submitting this application and by my signature below, I pledge that, if appointed, I agree to comply with the attached Code of Ethics as adopted by the Bertie County Board of Commissioners.

Date: 12/1/2020 Applicant's Signature: 

Return application to:

Sarah Tinkham
PO Box 530
106 Dundee Street
Windsor, NC 27983
Fax: (252) 794-5327
sarah.tinkham@bertie.nc.gov

Note:

- *All information on this document is subject to the Public Records Law and will be released to the public upon request.
- **Interest to Service forms remain current for two years. Following that, the applicant may wish to contact the Clerk to the Board's Office for an updated form.
- ***Applications must be on file in the Clerk to the Board's Office 7 days prior to consideration for appointment.

FOR OFFICE USE ONLY

Date Received: _____

Received By: _____



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: June 21, 2022

SECTION: Consent (C-1 to C-14)

DEPARTMENT: Governing Body

TOPICS:

1. Approve Tax Release Journal – April 2022 & May 2022
2. Approve Register of Deeds Fees Report – April 2022 & May 2022
3. Agreement for Transportation Services with Choanoke Public Transportation Authority
4. Agreement for Transportation Services with New Directions Non-Emergency Medical Transport
5. Contractual Agreement with Interim Healthcare – Morris Group, Inc.
6. FY 2022-23 Home & Community Care Block Grant for Older Adults Agreement & Funding Plan
7. Approval of DWG Architects, PLLC; Shelterplanners.com Contract for RFQ No. 2022-1 – Animal Shelter Architectural Services.
8. Acceptance of Soil and Water Conservation Commission Streamflow Rehabilitation Assistance Program (StRAP).
9. Resolution for Adoption of Joint Cooperation Agreement for the Establishment of the Choanoke Area Housing Consortium
10. Budget Amendments
11. Project Ordinance – NC Department of Safety Grant for Bertie County Sheriff's Office
12. Project Ordinance – Bertie County Animal Shelter
13. FY 2022-23 Bertie County Juvenile Crime Prevention Council Funding Plan
14. FY 2022-23 Bertie County Budget Ordinance, Schedule of Fees, and American Rescue Plan Act Budget

COUNTY MANAGER RECOMMENDATION OR COMMENTS: Recommend approval.

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

ATTACHMENTS: Yes, see each particular agenda item.

LEGAL REVIEW PENDING: N/A

ITEM HISTORY: ---



C-1



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

May 10, 2022

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

Respectfully Submitted,


Tax Administrator

Approved on _____ 20____

Release Detail

ACCOUNT / DATE	NAME	ADDRESS / REASON	CHARGE CODE	CITY / BILL YEAR	STATE / BILL TYPE	ZIP / BILL NUMBER	PROPERTY ID	USER/ AMOUNT
5619	HARRELL SHIRLEY T	221 HOLLOMAN RD		AHOSKIE	NC	27910		jfhea
04-19-2022		SOLD for LATE LISTING PENALTY	G01 LATE LISTING	2016	PP	16A5619.40		0.72
04-19-2022		SOLD for INTEREST		2016	PP	16A5619.40		3.88
04-19-2022		SOLD for GARNISHMENT	GAR	2016	PP	16A5619.40		80.00
04-19-2022		SOLD for BERTIE COUNTY LEVY	G01	2016	PP	16A5619.40		7.15
5619	HARRELL SHIRLEY T	221 HOLLOMAN RD		AHOSKIE	NC	27910		jfhea
04-19-2022		SOLD for INTEREST		2008	PP	08A5619.40		25.51
04-19-2022		SOLD for BERTIE COUNTY LEVY	G01	2008	PP	08A5619.40		10.11
04-19-2022		SOLD for LATE LISTING PENALTY	G01 LATE LISTING	2008	PP	08A5619.40		1.91
5619	HARRELL SHIRLEY T	221 HOLLOMAN RD		AHOSKIE	NC	27910		jfhea
04-19-2022		SOLD for INTEREST		2012	PP	12A5619.40		8.18
04-19-2022		SOLD for BERTIE COUNTY LEVY	G01	2012	PP	12A5619.40		9.60
04-19-2022		SOLD for LATE LISTING PENALTY	G01 LATE LISTING	2012	PP	12A5619.40		0.58
5619	HARRELL SHIRLEY T	221 HOLLOMAN RD		AHOSKIE	NC	27910		jfhea
04-19-2022		SOLD for BERTIE COUNTY LEVY	G01	2010	PP	10A5619.40		12.79
04-19-2022		SOLD for LATE LISTING PENALTY	G01 LATE LISTING	2010	PP	10A5619.40		1.28
04-19-2022		SOLD for INTEREST		2010	PP	10A5619.40		14.56
5619	HARRELL SHIRLEY T	221 HOLLOMAN RD		AHOSKIE	NC	27910		jfhea
04-19-2022		SOLD for BERTIE COUNTY LEVY	G01	2018	PP	18A5619.40		5.92
04-19-2022		SOLD for LATE LISTING PENALTY	G01 LATE LISTING	2018	PP	18A5619.40		0.59
04-19-2022		SOLD for INTEREST		2018	PP	18A5619.40		2.04
5619	HARRELL SHIRLEY T	221 HOLLOMAN RD		AHOSKIE	NC	27910		jfhea
04-19-2022		SOLD for BERTIE COUNTY LEVY	G01	2014	PP	14A5619.40		8.74
04-19-2022		SOLD for INTEREST		2014	PP	14A5619.40		5.91
5619	HARRELL SHIRLEY T	221 HOLLOMAN RD		AHOSKIE	NC	27910		jfhea
04-19-2022		SOLD for BERTIE	G01	2015	PP	15A5619.40		7.95

ACCOUNT / DATE	NAME	ADDRESS / REASON	CHARGE CODE	CITY / BILL YEAR	STATE / BILL TYPE	ZIP / BILL NUMBER	PROPERTY ID	USER/ AMOUNT
04-19-2022		SOLD for LATE LISTING PENALTY	G01 LATE LISTING	2015	PP	15A5619.40		0.80
04-19-2022		SOLD for INTEREST		2015	PP	15A5619.40		5.13
18319	WILKINS,REGINALD	PO BOX 334		LEWISTON WOODVILLE	NC	27849	504729446701	jhea
04-01-2022		Listed as conventional instead of double wid for BERTIE COUNTY LEVY	G01	2021	RE	21A584729446701		228.52
04-01-2022		Listed as conventional instead of double wid for INTEREST		2021	RE	21A584729446701		9.00
5619	HARRELL,SHIRLEY T	221 HOLLOWAN RD		AHOSKIE	NC	27910		jhea
04-19-2022		SOLD for LATE LISTING PENALTY	G01 LATE LISTING	2011	PP	11A5619.40		1.08
04-19-2022		SOLD for INTEREST		2011	PP	11A5619.40		11.17
04-19-2022		SOLD for BERTIE COUNTY LEVY	G01	2011	PP	11A5619.40		10.75
5619	HARRELL,SHIRLEY T	221 HOLLOWAN RD		AHOSKIE	NC	27910		jhea
04-19-2022		SOLD for LATE LISTING PENALTY	G01 LATE LISTING	2007	PP	07A5619.40		1.58
04-19-2022		SOLD for INTEREST		2007	PP	07A5619.40		22.58
04-19-2022		SOLD for BERTIE COUNTY LEVY	G01	2007	PP	07A5619.40		15.70
5619	HARRELL,SHIRLEY T	221 HOLLOWAN RD		AHOSKIE	NC	27910		jhea
04-19-2022		SOLD for LATE LISTING PENALTY	G01 LATE LISTING	2019	PP	19A5619.40		0.56
04-19-2022		SOLD for INTEREST		2019	PP	19A5619.40		1.40
04-19-2022		SOLD for BERTIE COUNTY LEVY	G01	2019	PP	19A5619.40		5.61
5619	HARRELL,SHIRLEY T	221 HOLLOWAN RD		AHOSKIE	NC	27910		jhea
04-19-2022		SOLD for INTEREST		2017	PP	17A5619.40		7.65
04-19-2022		SOLD for BERTIE COUNTY LEVY	G01	2017	PP	17A5619.40		8.51
04-19-2022		SOLD for LATE LISTING PENALTY	G01 LATE LISTING	2017	PP	17A5619.40		0.65
5619	HARRELL,SHIRLEY T	221 HOLLOWAN RD		AHOSKIE	NC	27810		jhea
04-19-2022		SOLD for BERTIE	G01	2013	PP	13A5619.40		9.60

ACCOUNT / DATE	NAME	ADDRESS / REASON	CHARGE CODE	CITY / BILL YEAR	STATE / BILL TYPE	ZIP / BILL NUMBER	PROPERTY ID	USER/ AMOUNT
04-19-2022		SOLD for INTEREST		2013	PP	13A5619.40		7.30
5619	HARRELL SHIRLEY T	221 HOLLOMAN RD		AHOSKIE	NC	27910		jhea
04-19-2022		SOLD for INTEREST		2020	PP	20A5619.40		0.73
04-19-2022		SOLD for BERTIE COUNTY LEVY	G01	2020	PP	20A5619.40		5.11
04-19-2022		SOLD for LATE LISTING PENALTY	G01-LATE LISTING	2020	PP	20A5619.40		0.51
5619	HARRELL SHIRLEY T	221 HOLLOMAN RD		AHOSKIE	NC	27910		jhea
04-19-2022		SOLD for BERTIE COUNTY LEVY	G01	2021	PP	21A5619.40		4.65
04-19-2022		SOLD for LATE LISTING PENALTY	G01-LATE LISTING	2021	PP	21A5619.40		0.47
04-19-2022		SOLD for INTEREST		2021	PP	21A5619.40		0.22
35345	WILSON MARTVIE LEE	PQ BOX 486		POWELLSVILLE	NC	27967	691024147701	jhea
04-15-2022		Listed to incorrect person for INTEREST		2021	RE	21A691024147701		5.36
04-15-2022		Listed to incorrect person for BERTIE COUNTY LEVY	G01	2021	RE	21A691024147701		126.88
TOTAL								682.84

Release Teller

TELLER	COUNTY	SOLID	ALL COST	FIRE / TOWN	INTEREST	TOTAL
Field	\$ 484.86	\$ 0.00	\$ 71.13	\$ 0.00	\$ 126.85	\$ 682.84
	\$ 484.86	\$ 0.00	\$ 71.13	\$ 0.00	\$ 126.85	\$ 682.84

Release Distribution

DESCRIPTION	TOTAL	COUNTY	SOLID	CAPITAL
County Tax	\$ 484.88	\$ 484.88	\$ 0.00	\$ 0.00
Fine/Town Tax	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Late List Penalty	\$ 11.13	\$ 11.13	\$ 0.00	\$ 0.00
GAR	\$ 60.00	\$ 60.00	\$ 0.00	\$ 0.00
Interest	\$ 126.65	\$ 126.65	\$ 0.00	\$ 0.00
Total	\$ 682.84	\$ 682.84	\$ 0.00	\$ 0.00

DISTRICT / TOWN	ASHEVILLE	AULANDER	COLERAIN	KELFORD	LEWISTON	POWELLVILLE	ROXBEE	WINSOR
Fine/Town Tax	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Late List Penalty	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Total	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00



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

June 06, 2022

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 _____

Release Detail

ACCOUNT / DATE	NAME	ADDRESS / REASON	CHARGE CODE	CITY / BILL YEAR	STATE / BILL TYPE	ZIP / BILL NUMBER	PROPERTY ID	USER/ AMOUNT
80988	MILLIGAN J R	131 GOV EDEN HOUSE RD		MENNY HILL	NC	27887		jhea
05-04-2022		2nd Boat double listed for BERTIE COUNTY LEVY	G01	2021	PP	21A30988.70		92.01
05-04-2022		Boat double listed for INTEREST		2021	PP	21A30988.70		19.27
05-04-2022		2nd Boat double listed for LATE LISTING PENALTY	G01 LATE LISTING	2021	PP	21A30988.70		9.20
05-04-2022		2nd Boat double listed for INTEREST		2021	PP	21A30988.70		4.80
05-04-2022		Boat double listed for BERTIE COUNTY LEVY	G01	2021	PP	21A30988.70		265.33
05-04-2022		Boat double listed for LATE LISTING PENALTY	G01 LATE LISTING	2021	PP	21A30988.70		28.88
80914	COOPER CARLA D	508 JACK BRANCH RD		LEWISTON WOODVILLE	NC	27848		jhea
05-25-2022		Listed in error for INTEREST		2021	PP	21A32014.90		0.26
05-25-2022		Listed in error for ADVERTISING COST	AO	2021	PP	21A32014.90		2.50
05-25-2022		Listed in error for BERTIE COUNTY LEVY	G01	2021	PP	21A32014.90		4.33
05-25-2022		Listed in error for LATE LISTING PENALTY	G01 LATE LISTING	2021	PP	21A32014.90		5.48
83199	SCOTT GARY RANDOLPH JR	268 NORFLEET ST		KELFORD	NC	27847		jhea
05-24-2022		Listed in Duplin County for ADVERTISING COST	AO	2021	PP	21A33190.60		2.50
05-24-2022		Listed in Duplin County for BERTIE COUNTY LEVY	G01	2021	PP	21A33190.60		17.78
05-24-2022		Listed in Duplin County for LATE LISTING PENALTY	G01 LATE LISTING	2021	PP	21A33190.60		1.78
05-24-2022		Listed in Duplin County for INTEREST		2021	PP	21A33190.60		0.99
82014	COOPER CARLA D	508 JACK BRANCH RD		LEWISTON	NC	27848		jhea

ACCOUNT / DATE	NAME	ADDRESS / REASON	CHARGE CODE	CITY / BILL YEAR	STATE / BILL TYPE	ZIP / BILL NUMBER	PROPERTY ID	USER/ AMOUNT
05-25-2022		Listed in error for BERTIE COUNTY LEVY	001	2020	PP	20A32014.90		4.33
05-25-2022		Listed in error for LATE LISTING PENALTY	G01 LATE LISTING	2020	PP	20A32014.90		0.43
06-28-2022		Listed in error for INTEREST		2020	PP	20A32014.90		0.71
34617	BEVERA JEFFREY FRANCIS	PO BOX 687		EDENTON	NC	27832	6874946728	jrfest
05-23-2022		Int. adjustment for INTEREST		2021	RE	D-2100134		3.89
06-28-2022		Some improvements built in 2021 for BERTIE COUNTY LEVY	G01	2021	RE	D-2100134		516.28
05-23-2022		Some improvements built in 2021 for LATE LISTING PENALTY	G01 LATE LISTING	2021	RE	D-2100134		51.63
32014	COOPER CARLA D	509 JACK BRANCH RD		LEWISTON WOODVILLE	NC	27849		jrfest
06-25-2022		Listed in error for LATE LISTING PENALTY	G01 LATE LISTING	2018	PP	18A32014.90		0.42
05-25-2022		Listed in error for INTEREST		2018	PP	18A32014.90		1.42
05-25-2022		Listed in error for BERTIE COUNTY LEVY	G01	2018	PP	18A32014.90		4.18
32014	COOPER CARLA D	509 JACK BRANCH RD		LEWISTON WOODVILLE	NC	27849		jrfest
05-25-2022		Listed in error for BERTIE COUNTY LEVY	G01	2019	PP	19A32014.90		4.33
05-25-2022		Listed in error for LATE LISTING PENALTY	G01 LATE LISTING	2019	PP	19A32014.90		0.43
05-25-2022		Listed in error for INTEREST		2019	PP	19A32014.90		1.13
TOTAL								1,030.68

Release Teller

TELLER	COUNTY	SOLID	ALL COST	FIRE / TOWN	INTEREST	TOTAL
phoa	\$ 908.56	\$ 0.00	\$ 95.85	\$ 0.00	\$ 26.27	\$ 1,030.68
	\$ 908.56	\$ 0.00	\$ 95.85	\$ 0.00	\$ 26.27	\$ 1,030.68

Release Distribution

DESCRIPTION	TOTAL	COUNTY	SOLID	CAPITAL
County Tax	\$ 999.99	\$ 999.99	\$ 0.00	\$ 0.00
Fire/Town Tax	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Late List Penalty	\$ 99.99	\$ 99.99	\$ 0.00	\$ 0.00
AO	\$ 5.00	\$ 5.00	\$ 0.00	\$ 0.00
Interest	\$ 25.27	\$ 25.27	\$ 0.00	\$ 0.00
Total	\$ 1,030.68	\$ 1,030.68	\$ 0.00	\$ 0.00

DISTRICT / TOWN	ABKEWVILLE	ALLANDER	COLERAIN	HELPOURD	LEWISTON	POWELLSVILLE	ROXBELL	WINDBOR
Fire/Town Tax	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Late List Penalty	\$ 9.99	\$ 9.99	\$ 9.99	\$ 9.99	\$ 9.99	\$ 9.99	\$ 9.99	\$ 9.99
Total	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00



C-2



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 APRIL 2022 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-----	\$4,005.40
10-0030-4344-03	VITAL STATISTICS-----	\$1,073.00
10-0050-4839-02	MISCELLANEOUS(NOTARY OATHS/PHOTO COPIES, ETC)-----	\$182.30
10-0030-4344-04	NO. MARRIAGE LICENSE----- 6 @60.00	\$360.00
		<u>\$5,620.70</u>
10-0018-4240-01	N. C. STATE EXCISE STAMP TAX-----	\$6,423.00
10-0030-4344-10	STATE TREASURER FEE----- 118 @\$6.20-----	\$731.60
	STATE VITAL RECORDS----- 4 @14.00	\$56.00
		<u>\$12,831.30</u>
10-0000-1251-00	A/R IN/OUT(REFUND)-----	
		<u>\$12,831.30</u>

Annie F. Wilson

REGISTER OF DEEDS - BERTIE COUNTY

By: *Shamedia R. Williams, Asst.*

FOR INFORMATIONAL PURPOSES

D/T /MORTGAGES-----	29 @\$6.20=	\$179.80
ADDITIONAL PAGES-----	@\$0.40=	
DEEDS & OTHER INSTRUMENTS-----	99 @\$1.94=	\$192.06

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 2022 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-----		\$5,217.00
10-0030-4344-03	VITAL STATISTICS-----		\$1,760.00
10-0050-4839-02	MISCELLANEOUS(NOTARY OATHS/PHOTO COPIES, ETC)-----		\$554.60
10-0030-4344-04	NO. MARRIAGE LICENSE-----	1 @60.00	\$60.00
			<u>\$7,591.60</u>
10-0018-4240-01	N. C. STATE EXCISE STAMP TAX-----		\$13,180.00
10-0030-4344-10	STATE TREASURER FEE-----	135 @\$6.20	\$837.00
	STATE VITAL RECORDS-----	8 @14.00	\$112.00
			<u>\$21,720.60</u>
10-0000-1251-00	A/R IN/OUT(REFUND)-----		\$26.00
			<u>\$21,746.60</u>

Annie J. Wilson

REGISTER OF DEEDS - BERTIE COUNTY

By: *Shamecia K. Williams, Asst.*

FOR INFORMATIONAL PURPOSES

D/T /MORTGAGES-----	40 @\$6.20=	\$248.00
ADDITIONAL PAGES-----	22 @\$0.40=	\$8.80
DEEDS & OTHER INSTRUMENTS-----	<u>109</u> @\$1.94=	<u>\$211.46</u>



C-3

AGREEMENT FOR TRANSPORTATION SERVICES

This agreement, made and entered into by and between Choanoke Public Transportation Authority, hereafter called Provider; and THE COUNTY OF BERTIE, hereafter called Contractor;

WITNESSETH:

WHEREAS, the Provider is a body corporate and politic created by the joint resolution of the Boards of Commissioners of the counties of Bertie, Halifax, Hertford and Northampton, North Carolina, for the purpose of meeting the Public Transportation needs in the four-county area; 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 interests of each that they make and enter into 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 agree as follows:

1. PERIOD. The period of performance of this agreement shall begin on JULY 1, 2022 and shall terminate automatically on JUNE 30, 2023.
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 County.
 - B. Notify the Contractor immediately of emergencies that may interrupt the transportation schedule.
 - C. The Provider reserves 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. At no time shall employees of the Provider enter the Contractor's premises escorting the Contractor's clients.
- E. Maximize its efforts to deliver Older Americans to the Aulander, Windsor, and Colerain Nutrition Sites by 10:30 a.m.
- F. Call the Nutrition Site no later than 11:00 a.m. if there will be a delay in delivering the participants on time.
- G. Provide special trips for the Contractor within the Provider's limitation. All trips must be requested at least one week prior to delivery date.
- H. Notify the Contractor immediately of any condition that affects the transportation schedule. When conditions, such as ice and snow occur, the provider will make announcements through local radio stations concerning the transportation schedule.

3. **CONTRACTOR'S RESPONSIBILITIES.**

- A. To fax or email names, addresses, destinations and changes in schedules to the Provider by 10:00 a.m. the day before transportation is to be provided.
- B. The Contractor will notify the Provider of any cancellations by 4:00 p.m. on the day before. Failure to meet this deadline will result in the Contractor being charged with one-way trips.
- C. Notify the Provider concerning holidays or closings at least one week in advance. Except in cases of emergencies the Provider shall be notified as soon as possible.
- D. Provide emergency information on all agency clients scheduled for transportation. Such information shall include: parent or guardian's name and address, phone number, family physician and any special medical and/or physical conditions or special needs. Such information shall be kept in strict confidence by the Provider.

- E. The Contractor shall be responsible for escorting passengers needing assistance to and from the Provider's vehicles. In addition, the Contractor shall be responsible for arranging for caretakers once the Provider returns their clients to the final destination.
- F. To reimburse the Provider at a rate of **\$27.30** per round trip or **\$13.65** per unit of service in the agreement by the 25th day of the month.
- G. The Contractor will supply any special equipment needed by its clients.
- H. The Contractor will provide chaperones or escorts for any of its clients needing such services while such clients are being transported by the Provider.
- I. Notify the Provider of any special trip needs at least one week in advance.

4. **SPECIAL CONDITIONS.**

PROVIDER: The following holidays will be observed by the Provider.

Independence Day	---	JULY 4, 2022
Labor Day	---	SEPTEMBER 5, 2022
Thanksgiving Days	---	NOVEMBER 24 & 25, 2022
Christmas Days	---	DECEMBER 23 & 26, 2022
New Year's Day	---	JANUARY 2, 2023
Dr. King's Birthday	---	JANUARY 16, 2023
Good Friday	---	APRIL 7, 2023
Memorial Day	---	MAY 29, 2023

In order to better communicate with you during inclement weather conditions you may call (252) 539-2022 Ext. 222 to be able to hear our schedule. We also have announcements on the following television stations:

WITN (Channel 7) Washington, NC
 WRAL (Channel 5) Raleigh, NC
 CBS (Channel 17) Raleigh/Durham, NC

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

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

\$13.65 per unit of service (Unit of Service meaning one-way trip).

1 1/2% service charge will be added for all past due accounts beyond 60 days.

Checks shall be made payable to: Choanoke Public Transportation Authority.

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 increase. Any rate increases will require provider to provide 90 days' notice and approval by the Contractor by amendment of existing contract.
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.
8. **INDEMNITY.** To the extent of its liability insurance coverage, the Provider agrees to indemnify the Contractor of and from any and all personal injury and property damage claims which may result from the Provider's operation of its motor vehicles. The Provider shall provide the contractor proof of insurance upon request.
9. **SAFETY POLICIES.** To ensure the safe transportation of passengers, the motor vehicles of the Provider shall be operated in a careful and prudent manner and in compliance with the motor vehicle and highways laws of the State of North Carolina. Each driver shall hold a current North Carolina Drivers License issued by the Division of Motor Vehicles. The Provider maintains a statement of safety policies for the protection of its passengers and drivers, a copy of which has been provided to the Contractor, and the Contractor agrees to use its best efforts to encourage passengers to honor these policies.

10. **EARLY TERMINATION.** This agreement may be terminated at anytime with the mutual consent of the Provider and the Contractor, and it may be terminated unilaterally by either party upon thirty (30) days written notice to the other.
11. **AMENDMENTS.** This agreement may be amended or modified anytime with the mutual consent of the Provider and the Contractor. Amendments shall be in writing and in an instrument of equal dignity with this agreement.
12. **COMMUNICATIONS.** The mailing address of the Provider is **CHOANOKE PUBLIC TRANSPORTATION AUTHORITY, PO BOX 320, RICH SQUARE, NC 27869** and its telephone number is **(252) 539-2023**. The contact person is **PAMELA PERRY, EXECUTIVE DIRECTOR**. The mailing address of the Contractor is **103 WEST SCHOOL STREET WINDSOR, NC 27983** and its telephone number is **(252) 794-5315**. The contact person for the Contractor is **VENITA THOMPSON**.
13. **INTERPRETATION.** This agreement shall be interpreted in accordance with the laws of the State of North Carolina.
14. **CAPTIONS.** The captions in this agreement are for convenience only, and they shall not be interpreted to diminish or amplify the terms hereof.
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 hereto.

IN WITNESS WHEREOF, the Provider, by its Executive Director and by Authority duly given by its Board of Directors, and the Contractor, by its Board and by Authority duly given, hereby execute this agreement in duplicate originals, one of which is retained by each, this the 2nd day of May, 2022.

CHOANOKE PUBLIC TRANSPORTATION AUTHORITY

Standa Williams
WITNESS

BY 

THE COUNTY OF BERTIE

BY _____

WITNESS



C-4

AGREEMENT FOR TRANSPORTATION SERVICES

This agreement, made and entered into by and between New Directions Non-Emergency Medical Transport, Inc, hereafter called Provider, 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, Chowan, Pitt, Washington, Beaufort, 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, 2022, and shall terminate automatically on JUNE 30, 2023.
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.
- E. Maximize efforts to deliver Older Americans to the Aulander, Windsor, and Colerain Nutrition sites by 10:30am.
- F. Call the Nutrition Site no later than 11:00am if there will be a delay in delivering the participants on time.
- G. Provide special trips for the Contractor within the Provider's limitation. All trips must be requested at least one week prior to delivery date.
- H. Notify the Contractor immediately of any condition that affects the transportation schedule. When conditions, such as ice, and snow occur, the provider will make announcements through local radio stations concerning the transportation schedule.

3. CONTRACTOR'S RESPONSIBILITIES

- A. To fax or email names, addresses, destinations, and changes in schedule to the Provider by 10:00am the day before transportation will be provided.
- B. The Contractor will notify the Provider of any cancellations by 4:00pm on the day before. Failure to meet this deadline will result in the Contractor being charged with one-way trips.
- C. Notify the Provider concerning holidays or closings at least one week in advance. Except in cases of emergencies the Provider shall be notified as soon as possible.
- D. Provide emergency information on all agency clients scheduled for transportation. Such information shall include parent or guardian's name and address, phone number, family physician and any special medical and/or physical conditions or special needs. Such information shall be kept in strict confidence by the Provider.
- E. The Contractor shall be responsible for arranging the caretakers once the Provider returns their clients to their destination.
- F. To reimburse the Provider at a rate of \$54.00 per round trip or \$27.00 per unit of service in agreement by the 25th day of each month.
- G. The Contractor will supply any special equipment needed by its clients.

H. The Contractor will provide chaperones or escorts for any of its clients needing such services while such clients are being transported by the Provider.

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 4, 2022
Labor Day	-	September 5, 2022
Thanksgiving Day	-	November 24, 25 2022
Christmas Day	-	December 23, 26, 2022
New Year's Day	-	January 2, 2023
Dr. King's Birthday	-	January 16, 2023
Easter	-	April 17, 2023
Memorial Day	-	May 29, 2023

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.

\$27.00 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 increase. Any rate increases will require provider to provide 90 days' notice and approval by the Contractor by amendment of existing contract.

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.

8. **INDEMNITY.** To the extent of its liability insurance coverage, the Provider agrees to indemnify the Contractor of and from any and all personal injury and property damage claims which may result from the Provider's operation of its motor vehicles. The Provider shall provide the Contractor proof of insurance upon requests.
9. **SAFETY POLICIES.** To ensure the safe transportation of passengers, the motor vehicle of the Provider shall be operated in a careful and prudent manner and in compliance with the motor vehicle and highways laws of the State of North Carolina. Each driver shall hold current North Carolina Driver's License issued by the Division of Motor Vehicles. The Provider maintains a state of safety policies for the protection of its passengers and drivers, a copy of which has been provided to the Contractor, and the Contractor agrees to use its best efforts to encourage passengers to honor these policies.
10. **EARLY TERMINATION.** This agreement may be terminated at any time with mutual consent of the Provider and the Contractor, and it may be terminated unilaterally by either party upon thirty days (30) days written notice to the other.
11. **AMENDMENTS.** This agreement may be amended or modified any time with the mutual consent of the Provider and the Contractor. Amendments shall be in writing and in an instrument or equal dignity with this agreement.
12. **COMMUNICATION.** The mailing address of the Provider is:

New Directions Non-Emergency Medical Transport, Inc.
105 E. Granville Street
Windsor, NC 27983
Phone: (252) 484-1313
Phone: (252) 484-5064 - cell

The contact person is Sandra Bass (CEO)

The mailing address of the Contractor is: 103 West School Street, Windsor, NC 27983

13. **INTERPRETATION.** This agreement shall be interpreted in accordance with the laws of the State of North Carolina.
14. **CAPTIONS.** The captions in the agreement shall be only for the convenience only, and they shall not be interpreted to diminish or amplify the terms thereof.

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 1st day of April, 2022.

NEW DIRECTIONS NON-EMERGENCY MEDICAL TRANSPORT, INC.

Mary Cascoe BY Sandra Bass

WITNESS

COUNTY OF BERTIE

_____ BY _____



C-5

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, 2022, 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 **\$16.50** 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, 2023**. Thereafter, the Agreement may be renewed for additional one year terms by mutual written agreement of the parties. Either party shall have the right to terminate this Agreement, with or without cause, upon ninety (90) days notice in writing to the other party.

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

VI. OUTSIDE SERVICES

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

VII. SPECIAL CONDITIONS

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

VIII. GENERAL CONDITIONS

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

Interim Healthcare-Morris Group, Inc.

Attn: Margaret Webb

2526 Ward Boulevard

Wilson, North Carolina 27893

Bertie County Council on Aging

Attn: Venita C. Thompson, Director

103 W. School Street

Windsor, North Carolina 27983

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

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

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

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

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

ATTEST

County: _____

Title: _____

Signature: _____

Date: _____

PROVIDER

DEPARTMENT

Interim Health Care, Morris Group, Inc.

Bertie County Council on Aging

By: Margaret Duff

By: Denita C. Thompson

Title: CEO / COO

Title: Aging Services Director

Date: 4/7/22

Date: 04/08/2022



C-6

Home and Community Care Block Grant for Older Adults

County Funding Plan

County: Bertie

July 1, 2022 through June 30, 2023

County Services Summary

	A				B	C	D	E	F	G	H	I
									Projected	Projected	Projected	Projected
	Block Grant Funding				Required	Net	USDA	Total	HCCBG	Reimbursement	HCCBG	Total
Services	Access	In-Home	Other	Total	Local Match	Service Cost	Subsidy	Funding	Units	Rate	Clients	Units
Congregate (180)			48000	//////////	5333	53333		53333				
HDM (020)			43000	//////////	4778	47778		47778				
Gen. Transp. (250)	8000			//////////	889	8889		8889				
Med. Transp. (033)	15000			//////////	1667	16667		16667				
Level I Personal Care (042)		41000		//////////	4556	45556		45556				
Senior Ctr. Oper. (170)			25029	//////////	2781	27810		27810				
Housing & Home Improvement (140)			21000	//////////	2333	23333		23333				
DSS				//////////								
Personal Care (041)		40000		//////////	4444	44444		44444				
				//////////								
				//////////								
Total	23000	81000	137029	241029	26781	267810	0	267810	0			

Signature, Chairman, Board of Commissioners

Date

July 1, 2022 through June 30, 2023

**Home and Community Care Block Grant for Older Adults
Agreement for the Provision of County-Based Aging Services**

This Agreement, entered into as of this 1st day of July, 2022, by and between the County of Bertie (hereinafter referred to as the "County") and the Mid-East Commission Area Agency on Aging, (hereinafter referred to as the "Area Agency").

Witnesseth That:

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

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

1. As provided in the Area Plan, community service providers specified by the County to encourage maximum collocation and coordination of services for older persons are as follows:

Bertie County Council on Aging
Bertie County Department of Social Services
- 1(a) The Community Service Provider(s), shall be those specified in the County Funding Plan on the Provider Services Summary format(s) (DAAS-732) for the period ending June 30 for the year stated above.
2. Availability of Funds. The terms set forth in this Agreement for payment are contingent upon the receipt of Home and Community Care Block Grant funding by the Area Agency.
3. Grant Administration. The grant administrator for the Area Agency shall be Annette Eubanks, Aging Program Director. The grant administrator for the County shall be Juan Vaughan II, County Manager.

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

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

(a) Interim Payments to the County

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

(b) Reimbursement of Service Costs

Reimbursement of service costs are carried out as provided in Section 3 of the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers, revised February 17, 1997.

(c) Role of the County Finance Director

The County Finance Director shall be responsible for disbursing Home and Community Care Block Grant Funding to Community Service Providers in accordance with procedures specified in the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Manual for Community Service Providers, revised February 17, 1997.

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

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

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

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

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

Community services providers have been given the capacity to enter data into the Aging Resources Management System (ARMS), Area Agencies on Aging are not responsible for entering amended service data into the Division of Aging and Adult Services Management Information System, as specified in the N.C. Division of Aging and Adult Services Home and

Community Care Block Grant Procedures Manual for Community Service Providers, revised February 17, 1997.

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

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

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

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

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

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

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

11. Audit. The County agrees to have an annual independent audit in accordance with North Carolina General Statutes, North Carolina Local Government Commission requirements, Division of Aging and Adult Services Program Audit Guide for Aging Services and Federal Office of Budget and Management (OMB) Uniform Guidance 2 CFR Part 200.

Community service providers, as specified in paragraph one (1), who are not units of local government or otherwise subject to the audit and other reporting requirements of the Local Government Commission are subject to audit and fiscal reporting requirements, as stated in NC General Statute 143C-6-22 and 23 and OMB Uniform Guidance CFR 2 Part 200, where applicable. Applicable community service providers must send a copy of their year-end financial statements, and any required audit, to the Area Agency on Aging. Home and Community Care Block Grant providers are not required to submit Activities and Accomplishments Reports. For-profit corporations are not subject to the requirements of OMB Uniform Guidance 2 CFR Part 200, but are subject to NC General Statute 143C-6-22 and 23 and Yellow Book audit requirements, where applicable. **Federal funds** may not be used to pay for a **Single or Yellow Book audit** unless it is a federal requirement. **State funds** will not be used to pay for a **Single or Yellow Book audit** if the provider receives less than \$500,000 in state funds. The Department of Health and Human Services will provide confirmation of federal and state expenditures at the close of the state fiscal year. Information on audit and fiscal reporting requirements can be found at <https://www.osbm.nc.gov/management/grants>.

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

<u>Annual Expenditures</u>	<u>Report Required to AAA</u>	<u>Allowable Cost for Reporting</u>
<ul style="list-style-type: none"> ● Less than \$25,000 in State or Federal funds 	Certification form and State Grants Compliance Reporting <\$25,000 (item # 11, Activities and Accomplishments does <u>not</u> have to be completed) OR Audited Financial Statements in Compliance with GAO/GAS (i.e. Yellow Book)	N/A
<ul style="list-style-type: none"> ● Greater than \$25,000 and less that \$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	N/A

Compliance with GAO/GAS
(i.e. Yellow Book)

- \$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 not Federal Funds
- \$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
- Less than \$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 (i.e. Single Audit) May use Federal funds, but not State funds.

12. Audit/Assessment Resolutions and Disallowed Cost. It is further understood that the community service providers are responsible to the Area Agency for clarifying any audit exceptions that may arise from any Area Agency assessment, county or community service provider single or financial audit, or audits conducted by the State or Federal Governments. In the event that the Area Agency or the Department of Health and Human Services disallows any expenditure made by the community service provider for any reason, the County shall promptly repay such funds to the Area Agency once any final appeal is exhausted in accordance with paragraph nine (9). The only exceptions are if the Area Agency on Aging is designated as a community service provider through the County Funding Plan or, if as a part of a procurement process, the Area Agency on Aging enters into a contractual agreement for service provision with a provider which is in addition to the required County Funding Plan formats. In these exceptions, the Area Agency is responsible for any disallowed costs. The County or Area Agency on Aging can recoup any required payback from the community service provider in the event that payback is due to a community service provider's failure to meet OMB Uniform Guidance CFR 2 Part 200, 45 CFR Part 1321 or state eligibility requirements as specified in policy.
13. Indemnity. The County agrees to indemnify and save harmless the Area Agency, its agents, and employees from and against any and all loss, cost, damages, expenses, and liability arising out of performance under this Agreement to the extent of errors or omissions of the County.
14. Equal Employment Opportunity and Americans With Disabilities Act Compliance. Both the County and community service providers, as identified in paragraph one (1), shall comply with all federal and state laws relating to equal employment opportunity and accommodation for disability.

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

15. Data to be Furnished to the County. All information which is existing, readily available to the Area Agency without cost and reasonably necessary, as determined by the Area Agency's staff, for the performance of this Agreement by the County shall be furnished to the County and community service providers without charge by the Area Agency.
16. Rights in Documents, Materials and Data Produced. The County and community service providers agree that at the discretion of the Area Agency, all reports and other data prepared by or for it under the terms of this Agreement shall be delivered to, become and remain, the property of the Area Agency upon termination or completion of the work. Both the Area Agency and the County shall have the right to use same without restriction or limitation and without compensation to the other. For the purposes of this Agreement, "data" includes writings, sound recordings, or other graphic representations, and works of similar nature. No reports or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the County.
17. Interest of the Board of Commissioners. The Board of Commissioners covenants that neither the Board of Commissioners nor its agents or employees presently has an interest, nor shall acquire an interest, direct or indirect, which conflicts in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the service hereunder in an impartial and unbiased manner.
18. Interest of Members of the Area Agency, Lead Regional Organization, and Others. No officer, member or employee of the Area Agency and no member of its governing body or Lead Regional Organization, and no public official of any local government which is affected in any way by the Project, who exercises any function or responsibilities in the review or approval of the Project or any component part thereof, shall participate in any decisions relating to this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; nor shall any such persons have any interest, direct or indirect, in this Agreement or the proceeds arising there from.
19. Officials not to Benefit. No member of or delegate to the Congress of the United States of America, County Commissioner or employee of the United States Government, shall be entitled to any share or part of this Agreement or any benefits to arise here from.
20. Prohibition Against Use of Funds to Influence Legislation. No part of any funds under this Agreement shall be used to pay the salary or expenses of any employee or agent acting on

behalf of the County to engage in any activity designed to influence legislation or appropriations pending before Congress.

21. Confidentiality and Security. Any client information received in connection with the performance of any function of a community service provider or its subcontractors under this Agreement shall be kept confidential. The community service provider acknowledges that in receiving, storing, processing, or otherwise handling any confidential information, the agency and any subcontractors will safeguard and not further disclose the information except as provided in this Agreement and accompanying documents. Any identifying client information including but not limited to address, county of residence, and phone number shall not be released without written authorization of the Area Agency on Aging and the client.
22. Record Retention and Disposition. All state and local government agencies, nongovernmental entities, and their subrecipients, including applicable vendors, that administer programs funded by federal sources passed through the NC DHHS and its divisions and offices are expected to maintain compliance with the NC DHHS record retention and disposition schedule and any agency-specific program schedules developed jointly with the NC Department of Cultural Resources, Division of Archives and Records. Retention requirements apply to the community service providers funded under this Agreement to provide Home and Community Care Block Grant services. Information on retention requirements is posted at <https://www.ncdhhs.gov/about/administrative-offices/office-controller/records-retention> and updated semi-annually by the NC DHHS Controller's Office. By funding source and state fiscal year, this schedule lists the earliest date that grant records in any format may be destroyed. The Division of Archives and Records provides information about destroying confidential data and authorized methods of record destruction (paper and electronic) at <https://archives.ncdcr.gov/government/retention-schedules>.

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

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

23. Applicable Law. This Agreement is executed and is to be performed in the State of North Carolina, and all questions of interpretation and construction shall be construed by the laws of such State.

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

Bertie County

Attest:

_____ By: _____
Chairman, Board of Commissioners

Area Agency

Attest:

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

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

BY: _____
FINANCE OFFICER, Lead Regional Organization



C-7

**NORTH CAROLINA
BERTIE COUNTY**

SERVICE CONTRACT

THIS CONTRACT is made, and entered into this the 21st day of June, 2022, by and between the **COUNTY of BERTIE**, a political subdivision of the State of North Carolina, (hereinafter referred to as “COUNTY”), and **DWG Architects, PLLC; DBA/Shelterplanners.com**, a corporation duly authorized to do business in the State of North Carolina, (hereinafter referred to as “CONTRACTOR”).

For and in consideration of mutual promises to each as herein after set forth, the parties hereto do mutually agree as follows:

- 1. SCOPE OF SERVICES.** CONTRACTOR hereby agrees to provide the services and/or materials under this contract pursuant to the provisions and specifications identified in “Attachment 1” (hereinafter collectively referred to as “Services”). Attachment 1 is hereby incorporated herein and made a part of this contract. Development and funding of the services provided for this Project will proceed in two phases: (1) Needs Assessment and Schematic Design Phase, and (2) Design Development and Construction Phase, in that order. This Agreement will govern the first Phase, the Needs Assessment and Design Development, as hereinafter described. The parties agree to use good faith efforts to endeavor to complete the first Phase within seven (7) months of the Commencement Date, the second Phase in no more than twenty-four (24) months of the conclusion of Phase 1.
- 2. TERM OF CONTRACT.** The Term of this contract for services is from June 22, 2022 to December 15, 2024 unless sooner terminated as provided herein.
- 3. PAYMENT TO CONTRACTOR.** Subject to the limitations in paragraph 7.3 hereunder, the CONTRACTOR shall receive from COUNTY an amount not to exceed **\$88,600** Dollars as full compensation for the provision of Services. COUNTY agrees to pay CONTRACTOR at the rates specified for Services performed to the satisfaction of the COUNTY, in accordance with this contract, and Attachment 1 (Scope of Work Proposal). Unless otherwise specified, CONTRACTOR shall submit an itemized invoice to COUNTY by the end of the month during which Services are performed. A Project Fund number may be assigned to encumber the funds associated with this contract and must appear on all invoices and correspondence mailed to Purchaser. Payment will be processed promptly upon receipt and approval of the invoice by COUNTY. Phase 2, Construction, shall be contingent on CONTRACTOR’s receipt of the Notice to Proceed with Phase 2 from the Bertie County Board of Commissioners.
- 4. CHANGES TO CONTRACT.** The CONTRACTOR may make adjustments to the work and services to be performed under this Agreement only after consultation with and approval in writing by the COUNTY. If, during the performance period, a revision in the content of the Agreement or to the total project cost is deemed necessary or desirable, the change shall be made by supplemental agreement.
- 5. INDEPENDENT CONTRACTOR.** COUNTY and CONTRACTOR agree that CONTRACTOR is an independent contractor and shall not represent itself as an agent or employee of COUNTY for any purpose in the performance of CONTRACTOR’s duties under this Contract. Accordingly, CONTRACTOR shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of CONTRACTOR’s activities in accordance with this Contract. For purposes of this contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

CONTRACTOR, as an independent contractor, shall perform the Services required hereunder in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.

- 6. INDEMNIFICATION.** To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify and hold harmless the COUNTY and its officials, agents, and employees from and against all claims,

damages, losses, and expenses, direct, indirect, or reasonable and necessary defense costs arising out of or resulting from CONTRACTOR's negligent performance of this Contract or the negligent actions of the CONTRACTOR or its officials, employees, or subcontractors under this Contract or under contracts entered into by the CONTRACTOR in connection with this Contract. This indemnification shall survive the termination of this Contract.

In claims against any person or entity indemnified under this provision by an employee of the CONTRACTOR, a subcontractor, an employee of a subcontractor, or an agent of the CONTRACTOR or a subcontractor, the indemnification obligation under this provision shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or a subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

7. **INSURANCE.** CONTRACTOR shall procure and maintain for the duration of the contract the following insurance coverage from an insurance company(s) licensed to do business in North Carolina. All of the policies required of the CONTRACTOR shall contain a waiver of subrogation provision to waive all rights of recovery under subrogation or otherwise against the COUNTY. In the event CONTRACTOR'S Insurance Policy or Certificate of Insurance conflicts with the aforesaid language concerning "waiver of subrogation" this contract shall govern. CONTRACTOR shall advise the COUNTY of any cancellation, non-renewal, or material change in any policy within ten (10) days of notification of such action and provide updated certificates of insurance evidencing renewals within fifteen (15) days of expiration. CONTRACTOR'S insurance shall be primary and any insurance or self-funded liability programs maintained by the COUNTY shall not contribute with respect to the CONTRACTOR's insurance. COUNTY shall not be listed as an additional insured on any Insurance Policy or Certificate of Insurance of the CONTRACTOR. In the event CONTRACTOR'S Insurance Policy or Certificate of Insurance conflicts with the aforesaid language concerning "additional insured" this contract shall govern.

7.1 Commercial General Liability: Insurance Services Office (ISO) Form CG 00 01 on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **\$1,000,000** per occurrence and **\$1,000,000** aggregate.

7.2 Commercial Automobile Liability: ISO Form CA 00 01 covering any auto with limit not less than **\$1,000,000** per accident for bodily injury and property damage.

7.3 Professional Liability Insurance: \$1,000,000 per occurrence; \$2,000,000 aggregate.

By requiring insurance herein, the COUNTY does not represent that coverage and limits will necessarily be adequate to protect CONTRACTOR, and such coverage and limits shall not be deemed as a limitation on CONTRACTOR's liability under the indemnities granted to the COUNTY in this Contract. CONTRACTOR shall provide the COUNTY a valid certificate of insurance, in advance of the performance of any work, exhibiting coverage required. CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

The failure of the COUNTY at any time to enforce the insurance provisions, to demand such certificates of insurance, or to identify a deficiency shall not constitute a waiver of those provisions, nor reduce obligations of the CONTRACTOR to maintain such insurance or to meet its obligations under the indemnification provisions. Notwithstanding the foregoing, nothing contained in this section shall be deemed to constitute a waiver of the governmental immunity of the COUNTY, which immunity is hereby reserved to the COUNTY.

To the fullest extent permitted by law, the total liability, in the aggregate, of the Contractor, the Contractor's officers, directors, partners, employees, agents, and subconsultants, to County, and anyone claiming by, through or under the County for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to this Project or Agreement from any cause or causes, including but not limited to

negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation received by the Contractor.

8. TERMINATION.

8.1. EVENT OF DEFAULT. Any one or more of the following acts or omissions of the Contractor shall constitute an Event of Default hereunder:

- a. Failure to perform the Services satisfactorily or on schedule,
- b. Failure to submit any report required hereunder; and/or
- c. Failure to perform any other covenant, term, or condition of this Agreement.

Upon the occurrence of an Event of Default, the County may take one or more or all of the following actions:

1. Give Contractor written Notice of the Event of Default, specifying the Event of Default and requiring it to be remedied within, in the absence of greater or lesser specification of time, seven (8) calendar days from the date of the notice; and if the Event of Default is not timely remedied, terminate the agreement, effective two (2) days after giving the Contractor written Notice of Termination; and/or
2. Deduct any and all expenses incurred by the County for damages caused by the Contractor's Event of Default; and/or
3. Treat the agreement as breached and pursue any of its remedies at law or in equity, or both, including damages and specific performance.

8.2 TERMINATION FOR CONVENIENCE. This Contract may be terminated, without cause, by either party upon thirty (60) days written notice to the other party. This termination notice period shall begin upon receipt of the Notice of Termination.

Termination of this Contract, under either section 8.1 or 8.2, shall not form the basis of any claim for loss of anticipated profits by either party.

8.3 TERMINATION PAYMENT. In the event this contract is terminated for any reason, the CONTRACTOR shall be compensated only for work completed through the termination date. Any incomplete work will be compensated on a pro-rata basis.

9. COUNTY NOT RESPONSIBLE FOR EXPENSES. COUNTY shall not be liable to CONTRACTOR for any expenses paid or incurred by CONTRACTOR, unless otherwise agreed in writing.

10. EQUIPMENT. CONTRACTOR shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide Services hereunder, unless otherwise agreed in writing.

11. COMPLIANCE WITH LAWS. Subject to the Contractor's applicable standard of care as set forth in Section 4 herein, CONTRACTOR shall abide by all statutes, rules, regulations, laws, and executive orders Federal, State and Local as they relate to, but are not limited to, (i) services in general, (ii) payment of employees, subcontractors and agents, (iii) the Fair Labor Standards Act and (iv) the Wage and Hour Division. In the event CONTRACTOR is determined by the final order of a court or appropriate agency to be in violation of any Federal, State or Local statute, rule, regulation, law or executive order or this provision, this Contract may be canceled, terminated or suspended in whole or in part by COUNTY and CONTRACTOR may be declared ineligible for further COUNTY contracts.

Drawings, specifications and other documents, prepared by the Contractor and are Instruments of Service for use solely with respect to this Project. This includes documents in electronic form. The Contractor shall be

deemed the authors and owners of its Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. The Instruments of Service shall not be used by the County for future additions or alterations to this Project or for other projects, without the prior written agreement of the Contractor. Any unauthorized use of the Instruments of Service shall be at the County's sole risk and without liability to the Contractor and the County agrees to defend, indemnify and hold harmless the Contractor for all claims and liability resulting from such unauthorized use.

12. HEALTH AND SAFETY. CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract.

13. NON-DISCRIMINATION IN EMPLOYMENT. CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed and that employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, or disability. In the event CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by COUNTY, and CONTRACTOR may be declared ineligible for further COUNTY contracts.

14. AUDIT RIGHTS. For all Services being provided hereunder, COUNTY shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of the Services. Audits shall take place at times and locations mutually agreed upon by both parties. Notwithstanding the foregoing, CONTRACTOR must make the materials to be audited available within one (1) week of the request for them.

15. DISPUTE RESOLUTION PROCEDURE. To prevent disputes and litigation, it is agreed by the parties that any claim or dispute between COUNTY and the CONTRACTOR, arising from this Agreement or the services and/or materials being provided by the CONTRACTOR, shall be sent to the BERTIE County Manager who shall appoint a qualified mediator to address the issue. Such request shall be submitted to the County Manager in writing within ten (10) days of the claim or dispute. Upon receipt of a timely written claim, the Manager, or his designee, shall notify the Mediator who will conduct a mediation and notify the CONTRACTOR in writing of the decision within forty-five (45) calendar days from the date of the submission of the claim or dispute, unless the Mediator requires additional time to gather information or allow the parties to provide additional information. The Mediator's orders, decisions and decrees shall be non-binding. Mediation, pursuant to this provision, shall be a pre-condition to initiating litigation concerning the dispute. During the pendency of any dispute and after a determination thereof, parties to the dispute shall act in good faith to mitigate any potential damages including utilization of schedule changes and alternate means of providing services and/or materials. The costs of mediation shall be divided equally between parties to the dispute.

The mediation session shall be private and shall be held in BERTIE County, North Carolina. Mediation under this provision shall not be the cause for a delay of services and/or materials being provided which is the focus of the dispute.

If the disputed issue cannot be resolved in mediation or either party disagrees with the results of the mediation, the parties may seek resolution in the General Court of Justice in the County of BERTIE and the State of North Carolina. If a party fails to comply in strict accordance with the requirements of this provision, the non-complying party specifically waives all of its rights provided hereunder, including its rights and remedies under State law.

16. EXISTENCE. CONTRACTOR warrants that it is a corporation or otherwise legal entity duly organized, validly existing, and in good standing under the laws of the State of North Carolina and is duly qualified to do

business in the State of North Carolina and has full power and authority to enter into and fulfill all the terms and conditions of this contract.

17. **NON-SOLICITATION.** During the period of agreement and for the period of nine months following the project completion date, the County will not solicit for employment or hire any Company employee without the express written consent of the Company.
18. **CORPORATE AUTHORITY.** By execution hereof, the person signing for CONTRACTOR below certifies that he/she has read this contract and that he/she is duly authorized to execute this contract on behalf of the CONTRACTOR.
19. **SUCCESSORS AND ASSIGNS.** CONTRACTOR shall not assign its interest in this Contract without the written consent of COUNTY. CONTRACTOR has no authority to enter into contracts on behalf of COUNTY.
20. **NOTICES.** All notices which may be required by this contract or any rule of law shall be effective when received by certified mail sent to the following addresses:

COUNTY OF BERTIE David Scarborough, Assistant County Manager 106 DUNDEE STREET Windsor, NC 27983	CONTRACTOR ATTN: William B. Daggett, Jr. 2345 EARLYSVILLE ROAD Earlysville, VA 22936
---	---
21. **HEADINGS.** The subject headings of the sections are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This contract shall be deemed to have been drafted by both parties and no interpretation shall be made to the contrary.
22. **GOVERNING LAW.** This Contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Contract shall be brought in the General Court of Justice in the County of BERTIE and the State of North Carolina.
23. **ENTIRE CONTRACT.** This contract, including Attachment 1, shall constitute the entire understanding between COUNTY and CONTRACTOR and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.
24. **COUNTY IDENTIFICATION.** The county shall provide the contractor with county issued identification cards for use in field work.

The remainder of this page intentionally left blank.

IN TESTIMONY WHEREOF, the parties have expressed their agreement to these terms by causing this Service Contract to be executed by their duly authorized officer or agent.

COUNTY OF BERTIE

Name and Title

Print Name/Title: Juan E. Vaughan, II County Manager

CONTRACTOR

By: _____
Authorized Representative

Print Name/Title: _____

Audit Certification:

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

William Roberson
Bertie County Finance Director

(ATTACHMENT 1 to follow)

Attachment 1



April 18, 2022; Revised May 16, 2022

Mr. David Scarborough
Assistant County Manager
Bertie County
Bertie County Administration Building
106 Dundee Street, Room 220
Windsor, NC 27983

Via Email: David.Scarborough@bertie.nc.gov

Re: Proposal for Professional Services – RFQ No. 2022-1 – Animal Shelter Architectural Services

Dear Mr. Scarborough:

This letter serves as our proposal to provide professional services in connection with RFQ No. 2022-1 – Animal Shelter Architectural Services. We are responding directly to the requirements of the RFQ.

The RFQ states a maximum project budget of \$300,000. During our interview we discussed the inadequacy of this budget for the project described. On Thursday, April 14th Duplin County received bids on its proposed animal shelter demonstrating the current cost of construction of an animal shelter to meet requirements of the NC Subchapter 52J – Animal Welfare Section at \$496.00 per square foot.

For the purposes of this proposal we will assume Bertie County needs a new animal shelter of approximately 2,000 SF. We suggest a construction budget range of between \$450 and \$500 per square foot or between \$900,000 and \$1,000,000 for planning purposes. We will base our projected fees on the lower cost amount with professional fees calculated at 9% of construction cost as we understand you need to minimize the construction budget.

Proposal based on RFQ requirements:

Programming/Needs Assessment Alternatives	Statistical Analysis	\$4,000
	Building Programming	@ \$.50/SF Not to exceed \$1,000
	(1) Site Visit – Day rate	\$1,600 + Mileage & Lodging
	Value Engineering Alternates	– Included

Sub-Total Needs Assessment = \$ 6,600

Design w/ Cost Estimates – Arch. Design Work

Schematic Design – 20% of overall fee = \$16,200

Additional Services

Design Development – 20% of overall fee = \$16,200

Construction Documents – 35% of overall fee = \$28,350

Bidding & Negotiation – 5% of overall fee = \$ 4,050

Construction Administration – 20% of overall fee = \$16,200

Sub-Total Professional Fee = \$81,000

Total Project fee = \$87,600

As outlined in our response to your RFQ this fee includes normal Architectural, MEP and Structural Engineering.

2345 Earlysville Road
Earlysville, VA 22936
Phone: 434-242-5811

Attachment 1



Because of the scope of the project we propose to include Civil Engineering at a cost to be determined based upon quotes from local Civil Engineers with the intent they meet only minimum requirements as imposed by the State of North Carolina and your local site plan requirements. The cost of the Civil Engineering services will be added to the Total Project Fee outlined above upon mutual agreement of both the County and Contractor.

This fee includes our addressing the various items outlined in your RFQ within the time constraints we proposed with our response.

Reimbursable expenses of travel, lodging, mileage, mailing, copying and printing will be invoiced as separate costs included with each invoice with a 10% surcharge for carrying the costs on our books with a "not to exceed" of \$1,000.00.

We prefer to use an AIA (American Institute of Architects) formal agreement to cover the details of our relationship, however we agree to utilize the County's form of agreement with appropriate modifications to cover some of the normal issues covered by AIA Owner/Architect agreements.

We will invoice monthly based upon work completed with the expectation our invoices will be paid within 30 day of their date of initiation.

We recommend beginning with the Programming/Needs Assessment portion of the work and revisit the approach to further design once the County is comfortable with the projections contained in the assessment.

Should this proposal meet with your expectations, kindly indicate so with a notice to proceed and we will prepare a letter covering the initial work. Please feel free to contact me with any questions you may have.

Sincerely,

A handwritten signature in black ink, consisting of a series of overlapping loops and a long horizontal stroke extending to the right.

William B. Daggett, Jr., RA, NCARB
dwg architects – dba/shelterplanners.com

2345 Earlysville Road
Earlysville, VA 22936
Phone: 434-242-5811

Chapter 19A.

Protection of Animals.

Article 1.

Civil Remedy for Protection of Animals.

§ 19A-1. Definitions.

The following definitions apply in this Article:

- (1) The term "animals" includes every living vertebrate in the classes Amphibia, Reptilia, Aves, and Mammalia except human beings.
- (2) The terms "cruelty" and "cruel treatment" include every act, omission, or neglect whereby unjustifiable physical pain, suffering, or death is caused or permitted.
- (3) The term "person" has the same meaning as in G.S. 12-3. (1969, c. 831; 1979, c. 808, s. 2; 1995, c. 509, s. 19; 2003-208, s. 1.)

§ 19A-1.1. Exemptions.

This Article shall not apply to the following:

- (1) The lawful taking of animals under the jurisdiction and regulation of the Wildlife Resources Commission, except that this Article applies to those birds other than pigeons exempted by the Wildlife Resources Commission from its definition of "wild birds" pursuant to G.S. 113-129(15a).
- (2) Lawful activities conducted for purposes of biomedical research or training or for purposes of production of livestock, poultry, or aquatic species.
- (3) Lawful activities conducted for the primary purpose of providing food for human or animal consumption.
- (4) Activities conducted for lawful veterinary purposes.
- (5) The lawful destruction of any animal for the purposes of protecting the public, other animals, or the public health.
- (6) Lawful activities for sport.
- (7) The taking and holding in captivity of a wild animal by a licensed sportsman for use or display in an annual, seasonal, or cultural event, so long as the animal is captured from the wild and returned to the wild at or near the area where it was captured. (2003-208, s. 1; 2013-3, s. 3; 2015-286, s. 4.32(b).)

§ 19A-2. Purpose.

It shall be the purpose of this Article to provide a civil remedy for the protection and humane treatment of animals in addition to any criminal remedies that are available and it shall be proper in any action to combine causes of action against one or more defendants for the protection of one or more animals. A real party in interest as

plaintiff shall be held to include any person even though the person does not have a possessory or ownership right in an animal; a real party in interest as defendant shall include any person who owns or has possession of an animal. Venue for any action filed under this Article shall only be in the county where any violation is alleged to have occurred. (1969, c. 831; 1995, c. 509, s. 20; 2003-208, s. 1; 2013-3, s. 4; 2013-410, s. 4.1.)

§ 19A-3. Preliminary injunction; care of animal pending hearing on the merits.

(a) Upon the filing of a verified complaint in the district court in the county in which cruelty to an animal has allegedly occurred, the judge may, as a matter of discretion, issue a preliminary injunction in accordance with the procedures set forth in G.S. 1A-1, Rule 65. Every such preliminary injunction, if the plaintiff so requests, may give the plaintiff the right to provide suitable care for the animal. If it appears on the face of the complaint that the condition giving rise to the cruel treatment of an animal requires the animal to be removed from its owner or other person who possesses it, then it shall be proper for the court in the preliminary injunction to allow the plaintiff to take possession of the animal as custodian.

(b) The plaintiff as custodian may employ a veterinarian to provide necessary medical care for the animal without any additional court order. Prior to taking such action, the plaintiff as custodian shall consult with, or attempt to consult with, the defendant in the action, but the plaintiff as custodian may authorize such care without the defendant's consent. Notwithstanding the provisions of this subsection, the plaintiff as custodian may not have an animal euthanized without written consent of the defendant or a court order that authorizes euthanasia upon the court's finding that the animal is suffering due to terminal illness or terminal injury.

(c) The plaintiff as custodian may place an animal with a foster care provider. The foster care provider shall return the animal to the plaintiff as custodian on demand. (1969, c. 831; 1971, c. 528, s. 10; 1979, c. 808, s. 3; 2003-208, s. 1; 2006-113, s. 1.1.)

§ 19A-4. Permanent injunction.

(a) In accordance with G.S. 1A-1, Rule 65, a district court judge in the county in which the original action was brought shall determine the merits of the action by trial without a jury, and upon hearing such evidence as may be presented, shall enter orders as the court deems appropriate, including a permanent injunction and dismissal of the action along with dissolution of any preliminary injunction that had been issued.

(b) If the plaintiff prevails, the court in its discretion may include the costs of food, water, shelter, and care, including medical care, provided to the animal, less any amounts deposited by the defendant under G.S. 19A-70, as part of the costs allowed to the plaintiff under G.S. 6-18. In addition, if the court finds by a preponderance of the evidence that even if a permanent injunction were issued there would exist a substantial risk that the animal would be subjected to further cruelty if returned to the possession of the defendant, the court may terminate the defendant's ownership and right of possession of the animal and transfer ownership and right of possession to the plaintiff or other appropriate successor owner. For good cause shown, the court may also enjoin the defendant from acquiring new animals for a specified period of time or limit the number of animals the defendant may own or possess during a specified period of time.

(c) If the final judgment entitles the defendant to regain possession of the animal, the custodian shall return the animal, including taking any necessary steps to retrieve the animal from a foster care provider.

(d) The court shall consider and may provide for custody and care of the animal until the time to appeal expires or all appeals have been exhausted. (1969, c. 831; 1971, c. 528, s. 10; 1979, c. 808, s. 4; 2003-208, s. 1; 2006-113, s. 1.2.)

§§ 19A-5 through 19A-9. Reserved for future codification purposes.

Article 2.

Protection of Black Bears.

§ 19A-10. Unlawful to buy, sell or enclose (except as provided) black bear.

Except as otherwise provided in applicable statutes, it shall be unlawful for any person to buy or sell black bears or for any person, firm or corporation to possess or keep any black bear (*Ursus americanus*) in any enclosure, pen, cage, or other place or means of captivity except as hereinafter provided. (1975, c. 56, s. 1.)

§ 19A-11. Inapplicable to bona fide zoos, etc.

The provisions of this Article shall not apply to bona fide zoos which are operated by federal, State, or local governmental agencies, or to educational institutions in which black bears are kept or exhibited as part of a bona fide course of training or research in the natural sciences, or to black bears held without caging under conditions simulating a natural habitat, the development of which is in accord with plans and specifications developed by the holder and approved by the Wildlife Resources Commission. (1975, c. 56, s. 2.)

§ 19A-12. Possession of black bear on July 1, 1975; surrender of bear; modification of facilities; forfeiture.

Any person, firm or corporation in possession of a black bear on July 1, 1975, under an existing permit issued by the Wildlife Resources Commission, where the conditions under which such black bear is held are in violation of this Article, may immediately surrender such black bear and such permit to the Wildlife Resources Commission which shall compensate such person, firm or corporation in the amount actually paid for such bear not to exceed the sum of one hundred dollars (\$100.00) for any one bear. In lieu of surrendering such black bear and such permit, any such person, firm or corporation may give immediately written notice to the Wildlife Resources Commission that plans and specifications for facilities to hold such bear without caging under conditions simulating a natural habitat will be submitted to the Commission for approval within 30 days thereafter. In the event such plans and specifications are not submitted within the time thus limited, or they are disapproved by the Commission, or the facilities are not completed in accordance therewith within 60 days after approval by the Commission, continued possession of a black bear by such person, firm or corporation after any of such events shall constitute a violation of the provisions of this Article, and any such black bear shall be forfeited to the Wildlife Resources Commission without compensation. (1975, c. 56, s. 3.)

§ 19A-13. Violation of Article.

Violation of the provisions of this Article shall constitute a Class 2 misdemeanor. (1975, c. 56, s. 4; 1993, c. 539, s. 314; 1994, Ex. Sess., c. 24, s. 14(c).)

§ 19A-14. Enforcement of Article.

Law-enforcement officers of the Wildlife Resources Commission and all other peace officers are authorized and empowered to enforce the provisions of this Article. (1975, c. 56, s. 5.)

§§ 19A-15 through 19A-19. Reserved for future codification purposes.

Article 3.

Animal Welfare Act.

§ 19A-20. Title of Article.

This Article may be cited as the Animal Welfare Act. (1977, 2nd Sess., c. 1217, s. 1.)

§ 19A-21. Purposes.

The purposes of this Article are (i) to protect the owners of dogs and cats from the theft of such pets; (ii) to prevent the sale or use of stolen pets; (iii) to insure that animals, as items of commerce, are provided humane care and treatment by regulating the transportation, sale, purchase, housing, care, handling and treatment of such animals by persons or organizations engaged in transporting, buying, or selling them for such use; (iv) to insure that animals confined in pet shops, kennels, animal shelters and auction markets are provided humane care and treatment; (v) to prohibit the sale, trade or adoption of those animals which show physical signs of infection, communicable disease, or congenital abnormalities, unless veterinary care is assured subsequent to sale, trade or adoption. (1977, 2nd Sess., c. 1217, s. 2.)

§ 19A-22. Animal Welfare Section in Animal Health Division of Department of Agriculture and Consumer Services created; Director.

There is hereby created within the Animal Health Division of the North Carolina Department of Agriculture and Consumer Services, a new section thereof, to be known as the Animal Welfare Section of said division.

The Commissioner of Agriculture is hereby authorized to appoint a Director of said section whose duties and authority shall be determined by the Commissioner subject to the approval of the Board of Agriculture and subject to the provisions of this Article. (1977, 2nd Sess., c. 1217, s. 3; 1997-261, s. 1.)

§ 19A-23. Definitions.

For the purposes of this Article, the following terms, when used in the Article or the rules or orders made pursuant thereto, shall be construed respectively to mean:

- (1) "Adequate feed" means the provision at suitable intervals, not to exceed 24 hours, of a quantity of wholesome foodstuff suitable for the

species and age, sufficient to maintain a reasonable level of nutrition in each animal. Such foodstuff shall be served in a sanitized receptacle, dish, or container.

- (2) "Adequate water" means a constant access to a supply of clean, fresh, potable water provided in a sanitary manner or provided at suitable intervals for the species and not to exceed 24 hours at any interval.
- (3) "Ambient temperature" means the temperature surrounding the animal.
- (4) "Animal" means any domestic dog (*Canis familiaris*), or domestic cat (*Felis domestica*).
- (5) "Animal shelter" means a facility which is used to house or contain seized, stray, homeless, quarantined, abandoned or unwanted animals and which is under contract with, owned, operated, or maintained by a county, city, town, or other municipality, or by a duly incorporated humane society, animal welfare society, society for the prevention of cruelty to animals, or other nonprofit organization devoted to the welfare, protection, rehabilitation, or humane treatment of animals.
- (5a) "Approved foster care provider" means an individual, nonprofit corporation, or association that cares for stray animals that has been favorably assessed by the operator of the animal shelter through the application of written standards.
- (5b) "Approved rescue organization" means a nonprofit corporation or association that cares for stray animals that has been favorably assessed by the operator of the animal shelter through the application of written standards.
- (5c) "Boarding kennel" means a facility or establishment which regularly offers to the public the service of boarding dogs or cats or both for a fee. Such a facility or establishment may, in addition to providing shelter, food and water, offer grooming or other services for dogs and/or cats.
- (6) "Commissioner" means the Commissioner of Agriculture of the State of North Carolina.
- (7) "Dealer" means any person who sells, exchanges, or donates, or offers to sell, exchange, or donate animals to another dealer, pet shop, or research facility; provided, however, that an individual who breeds and raises on his own premises no more than the offspring of five canine or feline females per year, unless bred and raised specifically for research purposes shall not be considered to be a dealer for the purposes of this Article.
- (8) "Director" means the Director of the Animal Welfare Section of the Animal Health Division of the Department of Agriculture and Consumer Services.

- (9) "Euthanasia" means the humane destruction of an animal accomplished by a method that involves rapid unconsciousness and immediate death or by a method that involves anesthesia, produced by an agent which causes painless loss of consciousness, and death during such loss of consciousness.
- (10) "Housing facility" means any room, building, or area used to contain a primary enclosure or enclosures.
- (11) "Person" means any individual, partnership, firm, joint-stock company, corporation, association, trust, estate, or other legal entity.
- (12) "Pet shop" means a person or establishment that acquires for the purposes of resale animals bred by others whether as owner, agent, or on consignment, and that sells, trades or offers to sell or trade such animals to the general public at retail or wholesale.
- (13) "Primary enclosure" means any structure used to immediately restrict an animal or animals to a limited amount of space, such as a room, pen, cage compartment or hutch.
- (14) "Public auction" means any place or location where dogs or cats are sold at auction to the highest bidder regardless of whether such dogs or cats are offered as individuals, as a group, or by weight.
- (15) "Research facility" means any place, laboratory, or institution at which scientific tests, experiments, or investigations involving the use of living animals are carried out, conducted, or attempted.
- (16) "Sanitize" means to make physically clean and to remove and destroy to a practical minimum, agents injurious to health. (1977, 2nd Sess., c. 1217, s. 4; 1979, c. 734, s. 1; 1987, c. 827, s. 61; 1997-261, s. 2; 2005-276, s. 11.5(a); 2013-377, s. 1.)

§ 19A-24. Powers of Board of Agriculture.

- (a) The Board of Agriculture shall:
 - (1) Establish standards for the care of animals at animal shelters, boarding kennels, pet shops, and public auctions. A boarding kennel that offers dog day care services and has a ratio of dogs to employees or supervisors, or both employees and supervisors, of not more than 10 to one, shall not as to such services be subject to any regulations that restrict the number of dogs that are permitted within any primary enclosure.
 - (2) Prescribe the manner in which animals may be transported to and from registered or licensed premises.
 - (3) Require licensees and holders of certificates to keep records of the purchase and sale of animals and to identify animals at their establishments.

- (4) Adopt rules to implement this Article, including federal regulations promulgated under Title 7, Chapter 54, of the United States Code.
- (5) Adopt rules on the euthanasia of animals in the possession or custody of any person required to obtain a certificate of registration under this Article. An animal shall only be put to death by a method and delivery of method approved by the American Veterinary Medical Association, the Humane Society of the United States, or the American Humane Association. The Department shall establish rules for the euthanasia process using any one or combination of methods and standards prescribed by the three aforementioned organizations. The rules shall address the equipment, the process, and the separation of animals, in addition to the animals' age and condition. If the gas method of euthanasia is approved, rules shall require (i) that only commercially compressed carbon monoxide gas is approved for use, and (ii) that the gas must be delivered in a commercially manufactured chamber that allows for the individual separation of animals. Rules shall also mandate training for any person who participates in the euthanasia process.

(b) In addition to rules on the euthanasia of animals adopted pursuant to subdivision (5) of subsection (a) of this section, the Board of Agriculture shall adopt rules for the certification of euthanasia technicians. The rules may provide for:

- (1) Written and practical examinations for persons who perform euthanasia.
- (2) Issuance of certification to persons who have successfully completed both training and examinations to become a euthanasia technician.
- (3) Recertification of euthanasia technicians on a periodic basis.
- (4) Standards and procedures for the approval of persons who conduct training of euthanasia technicians.
- (5) Approval of materials for use in euthanasia technician training.
- (6) Minimum certification criteria for persons seeking to become euthanasia technicians including, but not limited to: age; previous related experience; criminal record; and other qualifications that are related to an applicant's fitness to perform euthanasia.
- (7) Denial, suspension, or revocation of certification of euthanasia technicians who:
 - a. Violate any provision of this Article or rules adopted pursuant to this Article;
 - b. Have been convicted of or entered a plea of guilty or nolo contendere to:
 1. Any felony;
 2. Any misdemeanor or infraction involving animal abuse or neglect; or
 3. Any other offense related to animal euthanasia, the duties or responsibilities of a euthanasia technician, or a euthanasia

- technician's fitness for certification;
- c. Make any false statement, give false information, or omit material information in connection with an application for certification or for renewal or reinstatement of certification as a euthanasia technician; or
 - d. Otherwise are or become ineligible for certification.
- (8) Provision of the names of persons who perform euthanasia at animal shelters and for the animal shelter to notify the Department when those persons are no longer affiliated, employed, or serving as a volunteer with the shelter.
 - (9) Certified euthanasia technicians to notify the Department when they are no longer employed by or are serving as a volunteer at an animal shelter.
 - (10) The duties, responsibilities, and standards of conduct for certified euthanasia technicians.

(c) Regardless of the extent to which the Board exercises its authority under subsection (b) of this section, the Department may deny, revoke, or suspend the certification of a euthanasia technician who has been convicted of or entered a plea of guilty or nolo contendere to a felony involving the illegal use, possession, sale, manufacture, distribution, or transportation of a controlled substance, drug, or narcotic.

(d) Persons seeking certification as euthanasia technicians, or a renewal of such certification, shall provide the Department a fingerprint card in a format acceptable to the Department, a form signed by the person consenting to a criminal record check and the use of the person's fingerprints, and such other identifying information as may be required by the State or national data banks. The Department may deny certification to persons who refuse to provide the fingerprint card or consent to the criminal background check. Fees required by the Department of Public Safety for conducting the criminal background check shall be collected by the Department and remitted to the Department of Public Safety along with the fingerprint card and consent form. (1977, 2nd Sess., c. 1217, s. 5; 1987, c. 827, s. 62; 2004-199, s. 12; 2005-276, s. 11.5(b); 2005-345, s. 22; 2008-198, s. 2(a); 2010-127, ss. 2, 3; 2014-100, s. 17.1(o).)

§ 19A-25. Employees; investigations; right of entry.

For the enforcement of the provisions of this Article, the Director is authorized, subject to the approval of the Commissioner to appoint employees as are necessary in order to carry out and enforce the provisions of this Article, and to assign them interchangeably with other employees of the Animal Health Division. The Director shall cause the investigation of all reports of violations of the provisions of this Article, and the rules adopted pursuant to the provisions hereof; provided further, that if any person shall deny the Director or his representative admittance to his property, either person shall be entitled to secure from any superior court judge a court order granting such admittance. (1977, 2nd Sess., c. 1217, s. 6; 1987, c. 827, s. 63.)

§ 19A-26. Certificate of registration required for animal shelter.

No person shall operate an animal shelter unless a certificate of registration for such animal shelter shall have been granted by the Director. Application for such certificate shall be made in the manner provided by the Director. No fee shall be required for such application or certificate. Certificates of registration shall be valid for a period of one year or until suspended or revoked and may be renewed for like periods upon application in the manner provided. (1977, 2nd Sess., c. 1217, s. 7; 1987, c. 827, s. 64.)

§ 19A-27. License required for operation of pet shop.

No person shall operate a pet shop unless a license to operate such establishment shall have been granted by the Director. Application for such license shall be made in the manner provided by the Director. The license shall be for the fiscal year and the license fee shall be seventy-five dollars (\$75.00) for each license period or part thereof beginning with the first day of the fiscal year. (1977, 2nd Sess., c. 1217, s. 8; 1987, c. 827, s. 65; 1989, c. 544, s. 17; 2011-145, s. 31.5(a).)

§ 19A-28. License required for public auction or boarding kennel.

No person shall operate a public auction or a boarding kennel unless a license to operate such establishment shall have been granted by the Director. Application for such license shall be made in the manner provided by the Director. The license period shall be the fiscal year and the license fee shall be seventy-five dollars (\$75.00) for each license period or part thereof beginning with the first day of the fiscal year. (1977, 2nd Sess., c. 1217, s. 9; 1987, c. 827, s. 65; 1989, c. 544, s. 18; 2011-145, s. 31.5(b).)

§ 19A-29. License required for dealer.

No person shall be a dealer unless a license to deal shall have been granted by the Director to such person. Application for such license shall be in the manner provided by the Director. The license period shall be the fiscal year and the license fee shall be seventy-five dollars (\$75.00) for each license period or part thereof, beginning with the first day of the fiscal year. (1977, 2nd Sess., c. 1217, s. 10; 1987, c. 827, s. 66; 1989, c. 544, s. 19; 2011-145, s. 31.5(c).)

§ 19A-30. Refusal, suspension or revocation of certificate or license.

The Director may refuse to issue or renew or may suspend or revoke a certificate of registration for any animal shelter or a license for any public auction, kennel, pet shop, or dealer, if after an impartial investigation as provided in this Article he determines that any one or more of the following grounds apply:

- (1) Material misstatement in the application for the original certificate of registration or license or in the application for any renewal under this Article;
- (2) Willful disregard or violation of this Article or any rules issued pursuant thereto;

- (3) Failure to provide adequate housing facilities and/or primary enclosures for the purposes of this Article, or if the feeding, watering, sanitizing and housing practices at the animal shelter, public auction, pet shop, or kennel are not consistent with the intent of this Article or the rules adopted under this Article;
- (4) Allowing one's license under this Article to be used by an unlicensed person;
- (5) Conviction of any crime an essential element of which is misstatement, fraud, or dishonesty, or conviction of any felony;
- (6) Making substantial misrepresentations or false promises of a character likely to influence, persuade, or induce in connection with the business of a public auction, commercial kennel, pet shop, or dealer;
- (7) Pursuing a continued course of misrepresentation of or making false promises through advertising, salesmen, agents, or otherwise in connection with the business to be licensed;
- (8) Failure to possess the necessary qualifications or to meet the requirements of this Article for the issuance or holding of a certificate of registration or license.

The Director shall, before refusing to issue or renew and before suspension or revocation of a certificate of registration or a license, give to the applicant or holder thereof a written notice containing a statement indicating in what respects the applicant or holder has failed to satisfy the requirements for the holding of a certificate of registration or a license. If a certificate of registration or a license is suspended or revoked under the provisions hereof, the holder shall have five days from such suspension or revocation to surrender all certificates of registration or licenses issued thereunder to the Director or his authorized representative.

A person to whom a certificate of registration or a license is denied, suspended, or revoked by the Director may contest the action by filing a petition under G.S. 150B-23 within five days after the denial, suspension, or revocation.

Any licensee whose license is revoked under the provisions of this Article shall not be eligible to apply for a new license hereunder until one year has elapsed from the date of the order revoking said license or if an appeal is taken from said order of revocation, one year from the date of the order or final judgment sustaining said revocation. Any person who has been an officer, agent, or employee of a licensee whose license has been revoked or suspended and who is responsible for or participated in the violation upon which the order of suspension or revocation was based, shall not be licensed within the period during which the order of suspension or revocation is in effect. (1977, 2nd Sess., c. 1217, s. 11; 1987, c. 827, s. 67.)

§ 19A-31. License not transferable; change in management, etc., of business or operation.

A license is not transferable. When there is a transfer of ownership, management, or operation of a business of a licensee hereunder, the new owner, manager, or operator, as the case may be, whether it be an individual, firm, partnership, corporation, or other entity shall have 10 days from such sale or transfer to secure a new license from the Director to operate said business. A licensee shall promptly notify the Director of any change in the name,

address, management, or substantial control of his business or operation. (1977, 2nd Sess., c. 1217, s. 12.)

§ 19A-32. Procedure for review of Director's decisions.

A denial, suspension, or revocation of a certificate or license under this Article shall be made in accordance with Chapter 150B of the General Statutes. (1977, 2nd Sess., c. 1217, s. 13; 1987, c. 827, s. 68.)

§ 19A-32.1. Minimum holding period for animals in animal shelters; public viewing of animals in animal shelters; disposition of animals.

(a) Except as otherwise provided in this section, all animals received by an animal shelter or by an agent of an animal shelter shall be held for a minimum holding period of 72 hours, or for any longer minimum period established by a board of county commissioners, prior to being euthanized or otherwise disposed of.

(b) Before an animal may be euthanized or otherwise disposed of, it shall be made available for adoption under procedures that enable members of the public to inspect the animal, except in the following cases:

- (1) The animal has been found by the operator of the shelter to be unadoptable due to injury or defects of health or temperament.
- (2) The animal is seriously ill or injured, in which case the animal may be euthanized before the expiration of the minimum holding period if the manager of the animal shelter determines, in writing, that it is appropriate to do so. The writing shall include the reason for the determination.
- (3) The animal is being held as evidence in a pending criminal case.

(c) Except as otherwise provided in this subsection, a person who comes to an animal shelter attempting to locate a lost pet is entitled to view every animal held at the shelter, subject to rules providing for such viewing during at least four hours a day, three days a week. If the shelter is housing animals that must be kept apart from the general public for health reasons, public safety concerns, or in order to preserve evidence for criminal proceedings, the shelter shall make reasonable arrangements that allow pet owners to determine whether their lost pets are among those animals.

(d) During the minimum holding period, an animal shelter may place an animal it is holding into foster care by transferring possession of the animal to an approved foster care provider, an approved rescue organization, or the person who found the animal. If an animal shelter transfers possession of an animal under this subsection, at least one photograph depicting the head and face of the animal shall be displayed at the shelter in a conspicuous location that is available to the general public during hours of operation, and that photograph shall remain posted until the animal is disposed of as provided in subsection (f) of this section.

(e) If a shelter places an animal in foster care, the shelter may, in writing, appoint the person or organization possessing the animal to be an agent of the shelter. After the expiration of the minimum holding period, the shelter may (i) direct the agent

possessing the animal to return it to the shelter, (ii) allow the agent to adopt the animal consistent with the shelter's adoption policies, or (iii) extend the period of time that the agent holds the animal on behalf of the shelter. A shelter may terminate an agency created under this subsection at any time by directing the agent to deliver the animal to the shelter. The local government or organization operating the shelter, as principal in the agency relationship, shall not be liable to reimburse the agent for the costs of care of the animal and shall not be liable to the owner of the animal for harm to the animal caused by the agent, absent a written contract providing otherwise.

(f) An animal that is surrendered to an animal shelter by the animal's owner and not reclaimed by that owner during the minimum holding period may be disposed of in one of the following manners:

- (1) Returned to the owner.
- (2) Adopted as a pet by a new owner.
- (3) Euthanized by a procedure approved by rules adopted by the Department of Agriculture and Consumer Services or, in the absence of such rules, by a procedure approved by the American Veterinary Medical Association, the Humane Society of the United States, or the American Humane Association.

(g) An animal that is surrendered to an animal shelter by the animal's owner may be disposed of before the expiration of the minimum holding period in a manner authorized under subsection (f) of this section if the owner provides to the shelter (i) some proof of ownership of the animal and (ii) a signed written consent to the disposition of the animal before the expiration of the minimum holding period.

(h) If the owner of a dog surrenders the dog to an animal shelter, the owner shall state in writing whether the dog has bitten any individual within the 10 days preceding the date of surrender.

(i) An animal shelter shall require every person to whom an animal is released to present one of the following valid forms of government-issued photographic identification: (i) a drivers license, (ii) a special identification card issued under G.S. 20-37.7, (iii) a military identification card, or (iv) a passport. Upon presentation of the required photographic identification, the shelter shall document the name of the person, the type of photographic identification presented by the person, and the photographic identification number.

(j) Animal shelters shall maintain a record of all animals impounded at the shelter, shall retain those records for a period of at least three years from the date of impoundment, and shall make those records available for inspection during regular inspections pursuant to this Article or upon the request of a representative of the Animal Welfare Section. These records shall contain, at a minimum:

- (1) The date of impoundment.
- (2) The length of impoundment.
- (3) The disposition of each animal, including the name and address of any person to whom the animal is released, any institution that person

represents, and the identifying information required under subsection (i) of this section.

- (4) Other information required by rules adopted by the Board of Agriculture. (2013-377, s. 2.)

§ 19A-33. Penalty for operation of pet shop, kennel or auction without license.

Operation of a pet shop, kennel, or public auction without a currently valid license shall constitute a Class 3 misdemeanor subject only to a penalty of not less than five dollars (\$5.00) nor more than twenty-five dollars (\$25.00), and each day of operation shall constitute a separate offense. (1977, 2nd Sess., c. 1217, s. 14; 1993, c. 539, s. 315; 1994, Ex. Sess., c. 24, s. 14(c).)

§ 19A-34. Penalty for acting as dealer without license; disposition of animals in custody of unlicensed dealer.

Acting as a dealer in animals as defined in this Article without a currently valid dealer's license shall constitute a Class 2 misdemeanor. Continued illegal operation after conviction shall constitute a separate offense. Animals found in possession or custody of an unlicensed dealer shall be subject to immediate seizure and impoundment and upon conviction of such unlicensed dealer shall become subject to sale or euthanasia in the discretion of the Director. (1977, 2nd Sess., c. 1217, s. 15; 1993, c. 539, s. 316; 1994, Ex. Sess., c. 24, s. 14(c).)

§ 19A-35. Penalty for failure to adequately care for animals; disposition of animals.

Failure of any person licensed or registered under this Article to adequately house, feed, and water animals in his possession or custody shall constitute a Class 3 misdemeanor, and such person shall be subject to a fine of not less than five dollars (\$5.00) per animal or more than a total of one thousand dollars (\$1,000). Such animals shall be subject to seizure and impoundment and upon conviction may be sold or euthanized at the discretion of the Director and such failure shall also constitute grounds for revocation of license after public hearing. (1977, 2nd Sess., c. 1217, s. 16; 1999-408, s. 4.)

§ 19A-36. Penalty for violation of Article by dog warden.

Violation of any provision of this Article which relates to the seizing, impoundment, and custody of an animal by a dog warden shall constitute a Class 3 misdemeanor and the person convicted thereof shall be subject to a fine of not less than fifty dollars (\$50.00) and not more than one hundred dollars (\$100.00), and each animal handled in violation shall constitute a separate offense. (1977, 2nd Sess., c. 1217, s. 17; 1993, c. 539, s. 317; 1994, Ex. Sess., c. 24, s. 14(c).)

§ 19A-37. Application of Article.

This Article shall not apply to a place or establishment which is operated under the immediate supervision of a duly licensed veterinarian as a hospital where animals are harbored, boarded, and cared for incidental to the treatment, prevention, or alleviation of disease processes during the routine practice of the profession of veterinary medicine. This Article shall not apply to any dealer, pet shop, public auction, commercial kennel or research facility during the period such dealer or research facility is in the possession of a valid license

or registration granted by the Secretary of Agriculture pursuant to Title 7, Chapter 54, of the United States Code. This Article shall not apply to any individual who occasionally boards an animal on a noncommercial basis, although such individual may receive nominal sums to cover the cost of such boarding. (1977, 2nd Sess., c. 1217, s. 18; 1987, c. 827, s. 69.)

§ 19A-38. Use of license fees.

All license fees collected shall be used in enforcing and administering this Article. (1977, 2nd Sess., c. 1217, s. 19.)

§ 19A-39. Article inapplicable to establishments for training hunting dogs.

Nothing in this Article shall apply to those kennels or establishments operated primarily for the purpose of boarding or training hunting dogs. (1977, 2nd Sess., c. 1217, s. 21; 1979, c. 734, s. 2.)

§ 19A-40. Civil Penalties.

The Director may assess a civil penalty of not more than five thousand dollars (\$5,000) against any person who violates a provision of this Article or any rule promulgated thereunder. In determining the amount of the penalty, the Director shall consider the degree and extent of harm caused by the violation. The clear proceeds of civil penalties assessed pursuant to this section shall be remitted to the Civil Penalty and Forfeiture Fund in accordance with G.S. 115C-457.2. (1995, c. 516, s. 6; 1998-215, s. 3.)

§ 19A-41. Legal representation by the Attorney General.

It shall be the duty of the Attorney General to represent the Commissioner of Agriculture and the Department of Agriculture and Consumer Services, or to designate some member of his staff to represent the Commissioner and the Department, in all actions or proceedings in connection with this Article. (2005-276, s. 11.5(c).)

§ 19A-42. Reserved for future codification purposes.

§ 19A-43. Reserved for future codification purposes.

§ 19A-44. Reserved for future codification purposes.

Article 4.

Animal Cruelty Investigators.

§ 19A-45. Appointment of animal cruelty investigators; term of office; removal; badge; oath; bond.

(a) The board of county commissioners is authorized to appoint one or more animal cruelty investigators to serve without any compensation or other employee benefits in his county. In making these appointments, the board may consider persons nominated by any society incorporated under North Carolina law for the prevention of cruelty to animals. Prior

to making any such appointment, the board of county commissioners is authorized to enter into an agreement whereby any necessary expenses of caring for seized animals not collectable pursuant to G.S. 19A-47 may be paid by the animal cruelty investigator or by any society incorporated under North Carolina law for the prevention of cruelty to animals that is willing to bear such expense.

(b) Animal cruelty investigators shall serve a one-year term subject to removal for cause by the board of county commissioners. Animal cruelty investigators shall, while in the performance of their official duties, wear in plain view a badge of a design approved by the board identifying them as animal cruelty investigators, and provided at no cost to the county.

(c) Animal cruelty investigators shall take and subscribe the oath of office required of public officials. The oath shall be filed with the clerk of superior court. Animal cruelty investigators shall not be required to post any bond.

(d) Upon approval by the board of county commissioners, the animal cruelty investigator or investigators may be reimbursed for all necessary and actual expenses, to be paid by the county. (1979, c. 808, s. 1.)

§ 19A-46. Powers; magistrate's order; execution of order; petition; notice to owner.

(a) Whenever any animal is being cruelly treated as defined in G.S. 19A-1(2), an animal cruelty investigator may file with a magistrate a sworn complaint requesting an order allowing the investigator to provide suitable care for and take immediate custody of the animal. The magistrate shall issue the order only when he finds probable cause to believe that the animal is being cruelly treated and that it is necessary for the investigator to immediately take custody of it. Any magistrate's order issued under this section shall be valid for only 24 hours after its issuance. After he executes the order, the animal cruelty investigator shall return it with a written inventory of the animals seized to the clerk of court in the county where the order was issued.

(b) The animal cruelty investigator may request a law-enforcement officer or animal control officer to accompany him to help him seize the animal. An investigator may forcibly enter any premises or vehicle when necessary to execute the order only if he reasonably believes that the premises or vehicle is unoccupied by any person and that the animal is on the premises or in the vehicle. Forcible entry shall be used only when the animal cruelty investigator is accompanied by a law-enforcement officer. In any case, he must give notice of his identity and purpose to anyone who may be present before entering said premises. Forcible entry shall only be used during the daylight hours.

(c) When he has taken custody of such an animal, the animal cruelty investigator shall file a complaint pursuant to Article 1 of this Chapter as soon as possible. When he seizes the animal, he shall leave with the owner, if known, or affixed to the premises or vehicle a copy of the magistrate's order and a written notice of a description of the animal, the place where the animal will be taken, the reason for taking the animal, and the investigator's intent to file a complaint in district court requesting custody of the animal pursuant to Article 1 of this Chapter.

(d) Notwithstanding the provisions of G.S. 7A-305(c), any person who commences a proceeding under this Article or Article 1 of this Chapter shall not be required to pay any court costs or fees prior to a final judicial determination as provided in G.S. 19A-4, at which time those costs shall be paid pursuant to the provisions of G.S. 6-18.

(e) Any judicial order authorizing forcible entry shall be issued by a district court judge. (1979, c. 808, s. 1.)

§ 19A-47. Care of seized animals.

The investigator must take any animal he seizes directly to some safe and secure place and provide suitable care for it. The necessary expenses of caring for seized animals, including necessary veterinary care, shall be a charge against the animal's owner and a lien on the animal to be enforced as provided by G.S. 44A-4. (1979, c. 808, s. 1.)

§ 19A-48. Interference unlawful.

It shall be a Class 1 misdemeanor, to interfere with an animal cruelty investigator in the performance of his official duties. (1979, c. 808, s. 1; 1993, c. 539, s. 318; 1994, Ex. Sess., c. 24, s. 14(c).)

§ 19A-49. Educational requirements.

Each animal cruelty investigator at his own expense must attend annually a course of at least six hours instruction offered by the North Carolina Humane Federation or some other agency. The course shall be designed to give the investigator expertise in the investigation of complaints relating to the care and treatment of animals. Failure to attend a course approved by the board of county commissioners shall be cause for removal from office. (1979, c. 808, s. 1.)

§§ 19A-50 through 19A-59. Reserved for future codification purposes.

ARTICLE 5.

Spay/Neuter Program.

§ 19A-60. Legislative findings.

The General Assembly finds that the uncontrolled breeding of cats and dogs in the State has led to unacceptable numbers of unwanted dogs, puppies and cats and kittens. These unwanted animals become strays and constitute a public nuisance and a public health hazard. The animals themselves suffer privation and death, are impounded, and most are destroyed at great expense to local governments. It is the intention of the General Assembly to provide a voluntary means of funding a spay/neuter program to provide financial assistance to local governments offering low-income persons reduced-cost spay/neuter services for their dogs and cats and to provide a statewide education program on the benefits of spaying and neutering pets. (2000-163, s. 1.)

§ 19A-61. Spay/Neuter Program established.

There is established in the Department of Agriculture and Consumer Services a voluntary statewide program to foster the spaying and neutering of dogs and cats for the purpose of reducing the population of unwanted animals in the State. The program shall consist of the following components:

- (1) Education Program. - The Department shall establish a statewide program to educate the public about the benefits of having cats and

dogs spayed and neutered. The Department may work cooperatively on the program with the North Carolina School of Veterinary Medicine, other State agencies and departments, county and city health departments and animal control agencies, and statewide and local humane organizations. The Department may employ outside consultants to assist with the education program.

- (2) Local Spay/Neuter Assistance Program. - The Department shall administer the Spay/Neuter Account established in G.S. 19A-62. Monies deposited in the account shall be available to reimburse eligible counties and cities for the direct costs of spay/neuter surgeries for cats and dogs made available to low-income persons. (2000-163, s. 1; 2010-31, s. 11.4(b).)

§ 19A-62. Spay/Neuter Account established.

(a) Creation. - The Spay/Neuter Account is established as a nonreverting special revenue account in the Department of Agriculture and Consumer Services. The Account consists of the following:

- (1) Repealed by Session Laws 2010-31, s. 11.4(c), effective October 1, 2010.
- (2) Twenty dollars (\$20.00) of the additional fee imposed by G.S. 20-79.7 for an Animal Lovers special license plate.
- (3) Any other funds available from appropriations by the General Assembly or from contributions and grants from public or private sources.

(b) Use. - The revenue in the Account shall be used by the Department of Agriculture and Consumer Services as follows:

- (1) Repealed by Session Laws 2010-31, s. 11.4(c), effective October 1, 2010.
- (2) Up to twenty percent (20%) may be used to develop and implement the statewide education program component of the Spay/Neuter Program established in G.S. 19A-61(1).
- (3) Up to twenty percent (20%) of the money in the Account may be used to defray the costs of administering the Spay/Neuter Program established in this Article.
- (4) Funds remaining after deductions for the education program and administrative expenses shall be distributed quarterly to eligible counties and cities seeking reimbursement for reduced-cost spay/neuter surgeries performed during the previous calendar year. A county or city is ineligible to receive funds under this subdivision unless it requires the owner to show proof of rabies vaccination at the time of the procedure or, if none, require vaccination at the time of the procedure.

(c) Report. - In March of each year, the Department must report to the Joint Legislative Oversight Committee on Agriculture and Natural and Economic Resources and the Fiscal Research Division. The report must contain information regarding all revenues and expenditures of the Spay/Neuter Account. (2000-163, s. 1; 2007-487, ss. 2, 3; 2008-187, s. 8; 2010-31, s. 11.4(c); 2011-326, s. 4; 2015-263, s. 25(b); 2020-78, s. 5.1(a).)

§ 19A-63. Eligibility for distributions from Spay/Neuter Account; Definitions.

(a) A county or city is eligible for reimbursement from the Spay/Neuter Account if it meets the following condition:

- (1) The county or city offers one or more of the following programs to low-income persons on a year-round basis for the purpose of reducing the cost of spaying and neutering procedures for dogs and cats:
 - a. A spay/neuter clinic operated by the county or city.
 - b. A spay/neuter clinic operated by a non-profit organization under contract or other arrangement with the county or city.
 - c. A contract or contracts with one or more veterinarians, whether or not located within the county, to provide reduced-cost spaying and neutering procedures.
 - d. Subvention of the spaying and neutering costs incurred by low-income pet owners through the use of vouchers or other procedure that provides a discount of the cost of the spaying or neutering procedure fixed by a participating veterinarian.
 - e. Subvention of the spaying and neutering costs incurred by persons who adopt a pet from an animal shelter operated by or under contract with the county or city.
- (2) Reserved for future codification purposes.

(b) The following definitions apply in this Article:

- (1) Local veterinarian. - A veterinarian licensed by the North Carolina Veterinary Medical Board under Article 11 of Chapter 90 of the General Statutes and practicing within the county where the services are provided. If no licensed veterinarian practices within that county, then a local veterinarian is a licensed veterinarian practicing in a county adjacent to the county where the services are provided. For purposes of this definition, "practicing" means engaging in the practice of veterinary medicine, as defined in Article 11 of Chapter 90 of the General Statutes.
- (2) Low-income person. - An individual who qualifies for one or more of the programs of public assistance administered by the Department of Health and Human Services pursuant to Chapter 108A of the General Statutes or whose annual household income is lower than one hundred percent (100%) of the federal poverty level guidelines published by the United States Department of Health and Human Services.

(c) Each county shall make rules or publish guidelines that designate what proof a low-income person must submit to establish that the person has an annual household income lower than one hundred percent (100%) of the federal poverty level guidelines published by the United States Department of Health and Human Services.

(d) Each county shall provide the opportunity to participate in the program created by this Article to all local veterinarians. Proof of the provision of this opportunity shall be included in the first reimbursement request of each calendar year. (2000-163, s. 1; 2010-31, s. 11.4(d); 2015-241, s. 13.7(a); 2016-94, ss. 13.1(a), (b).)

§ 19A-64. Distributions to counties and cities from Spay/Neuter Account.

(a) Reimbursable Costs. - Counties and cities eligible for distributions from the Spay/Neuter Account may receive reimbursement for the direct costs of a spay/neuter surgical procedure for a dog or cat owned by a low-income person as defined in G.S. 19A-63(b). Reimbursable costs shall include anesthesia, medication, and veterinary services. Counties and cities shall not be reimbursed for the administrative costs of providing reduced-cost spay/neuter services or capital expenditures for facilities and equipment associated with the provision of such services. The reimbursement amount for each surgical procedure for a female dog or cat shall be no more than one hundred fifty percent (150%) of the average reimbursement allowed for surgical procedures for female dogs and cats by the Spay/Neuter Program during the prior calendar year. The reimbursement amount for each surgical procedure for a male dog or cat shall be no more than one hundred fifty percent (150%) of the average reimbursement allowed for surgical procedures for male dogs and cats by the Spay/Neuter Program during the prior calendar year.

(b) Application. - A county or city eligible for reimbursement of spaying and neutering costs from the Spay/Neuter Account shall apply to the Department of Agriculture and Consumer Services by the last day of January, April, July, and October of each year to receive a distribution from the Account for that quarter. The application shall be submitted in the form required by the Department and shall include an itemized listing of the costs for which reimbursement is sought.

(c) Distribution. - The Department shall make payments from the Spay/Neuter Account to eligible counties and cities who have made timely application for reimbursement within 30 days of the closing date for receipt of applications for that quarter. In the event that total requests for reimbursement exceed the amounts available in the Spay/neuter Account for distribution, the monies available will be distributed as follows:

- (1) Fifty percent (50%) of the monies available in the Spay/Neuter Account shall be reserved for reimbursement for eligible applicants within development tier one areas as defined in G.S. 143B-437.08. The remaining fifty percent (50%) of the funds shall be used to fund reimbursement requests from eligible applicants in development tier two and three areas as defined in G.S. 143B-437.08.

- (2) Among the eligible counties and cities in development tier one areas, reimbursement shall be made to each eligible county or city in the proportion that the rate of spays and neuters per one thousand persons in that city or county compares to the total rate of spays and neuters per one thousand persons within the total tier one area. Population data shall be obtained from the most recent decennial census.
- (3) Among the eligible counties and cities in development tier two and three areas, reimbursement shall be made to each eligible county or city in the proportion that the rate of spays and neuters per one thousand persons in that city or county compares to the total rate of spays and neuters per one thousand persons within the total tier two and three area. Population data shall be obtained from the most recent decennial census.
- (4) Should funds remain available from the fifty percent (50%) of the Spay/Neuter Account designated for development tier one areas after reimbursement of all claims by eligible applicants in those areas, the remaining funds shall be made available to reimburse eligible applicants in development tier two and three areas. (2000-163, s. 1; 2006-252, s. 2.11; 2010-31, s. 11.4(e); 2013-377, s. 4.)

§ 19A-65. Annual Report Required From Every Animal Shelter in Receipt of State or Local Funding.

Every county or city animal shelter, or animal shelter operated under contract with a county or city or otherwise in receipt of State or local funding shall prepare an annual report in the form required by the Department of Agriculture and Consumer Services setting forth the numbers, by species, of animals received into the shelter, the number adopted out, the number returned to owner, and the number destroyed. The report shall also contain the total operating expenses of the shelter and the cost per animal handled. The report shall be filed with the Department of Agriculture and Consumer Services by March 1 of each year. A city or county that does not timely file the report required by this section is not eligible to receive reimbursement payments under G.S. 19A-64 during the calendar year in which the report was to be filed. (2000-163, s. 5; 2010-31, s. 11.4(f).)

§ 19A-66. Notification of available funding.

Prior to January 1 of each year, the Department of Agriculture and Consumer Services shall notify counties and cities that have, prior to that notification deadline, established eligibility for distribution of funds from the Spay/Neuter Account pursuant to G.S. 19A-63, of the following:

- (1) The amount of funding in the Spay/Neuter Account that the Department will have available for distribution to each county or city receiving notification to pay reimbursement requests submitted by the

county or city during the calendar year following the notification deadline; and

- (2) The amount of additional funding, if any, the Department estimates, but does not guarantee, may be available to pay reimbursement requests submitted by the notified county or city to the Department during the calendar year following the notification deadline.
- (3) The maximum amount that may be reimbursed for each surgical procedure for a female dog or cat during the upcoming calendar year.
- (4) The maximum amount that may be reimbursed for each surgical procedure for a male dog or cat during the upcoming calendar year. (2010-31, s. 11.4(g); 2013-377, s. 5.)

Article 5A.

Animal Shelter Support Fund.

§ 19A-67. Animal Shelter Support Fund.

(a) Creation. - The Animal Shelter Support Fund is established as a special fund in the Department of Agriculture and Consumer Services. The Fund consists of appropriations by the General Assembly or contributions and grants from public or private sources.

(b) Use. - The Fund shall be used by the Animal Welfare Section of the Department of Agriculture and Consumer Services to reimburse local governments for expenses related to their operation of a registered animal shelter due to any of the following:

- (1) The denial, suspension, or revocation of the shelter's registration.
- (2) An unforeseen catastrophic disaster at an animal shelter.

(c) Rules. - The Board of Agriculture shall issue rules detailing eligible expenses and application guidelines that comply with the requirements of this Article.

(d) Reversion. - Any appropriated and unencumbered funds remaining at the end of each fiscal year in excess of two hundred fifty thousand dollars (\$250,000) shall revert to the General Fund. (2015-241, s. 13.7(b); 2016-113, s. 6(a).)

§ 19A-68. Distributions to counties and cities from Animal Shelter Support Fund.

(a) Reimbursable Costs. - Local governments eligible for distributions from the Animal Shelter Support Fund may receive reimbursement only for the direct operational costs of the animal shelter following an event described in G.S. 19A-67(b). For purposes of this subsection, direct operational costs shall include veterinary services, sanitation services and needs, animal sustenance and supplies, and temporary housing and sheltering. Counties and cities shall not be reimbursed for administrative costs or capital expenditures for facilities and equipment.

(b) Cost-Share. - A local government requesting distributions from the Animal Shelter Support Fund must provide a local match based on their most recent development tier designation as defined in G.S. 143B-437.08. Local governments located in development tier one counties must provide a match equivalent to one dollar (\$1.00) for every three dollars (\$3.00) distributed from the Fund. Local governments located in development tier two counties must provide a match equivalent to one dollar (\$1.00) for every two dollars (\$2.00) distributed from the Fund. Local governments located in development tier three counties must provide a match equivalent to one dollar (\$1.00) for every one dollar (\$1.00) distributed from the Fund.

(c) Application. - A county or city eligible for reimbursement from the Animal Shelter Support Fund shall apply to the Department of Agriculture and Consumer Services within 60 days of when the reimbursable cost has been incurred. The application shall be submitted in the form required by the Department and shall include an itemized listing of the costs for which reimbursement is sought.

(d) Distribution. - The Department shall make payments from the Animal Shelter Support Fund to eligible counties and cities that have made timely application for reimbursement within 30 days of receipt of requests. (2015-241, s. 13.7(b).)

§ 19A-69. Report.

The Department shall report annually to the Joint Legislative Oversight Committee on Agriculture and Natural and Economic Resources and the Fiscal Research Division no later than March 1. The report shall contain information regarding all revenues and expenditures of the Animal Shelter Support Fund. (2015-241, s. 13.7(b); 2020-78, s. 5.1(b).)

Article 6.

Care of Animal Subjected to Illegal Treatment.

§ 19A-70. Care of animal subjected to illegal treatment.

(a) In every arrest under any provision of Article 47 of Chapter 14 of the General Statutes or under G.S. 67-4.3 or upon the commencement of an action under Article 1 of this Chapter by a county or municipality, by a county-approved animal cruelty investigator, by other county or municipal official, or by an organization operating a county or municipal shelter under contract, if an animal shelter takes custody of an animal, the operator of the shelter may file a petition with the court requesting that the defendant be ordered to deposit funds in an amount sufficient to secure payment of all the reasonable expenses expected to be incurred by the animal shelter in caring for and providing for the animal pending the disposition of the litigation. For purposes of this section, "reasonable expenses" includes the cost of providing food, water, shelter, and care, including medical care, for at least 30 days.

(b) Upon receipt of a petition, the court shall set a hearing on the petition to determine the need to care for and provide for the animal pending the disposition of the litigation. The hearing shall be conducted no less than 10 and no more than 15 business days after the petition is filed. The operator of the animal shelter shall mail written notice of the hearing and a copy

of the petition to the defendant at the address contained in the criminal charges or the complaint or summons by which a civil action was initiated. If the defendant is in a local detention facility at the time the petition is filed, the operator of the animal shelter shall also provide notice to the custodian of the detention facility.

(c) The court shall set the amount of funds necessary for 30 days' care after taking into consideration all of the facts and circumstances of the case, including the need to care for and provide for the animal pending the disposition of the litigation, the recommendation of the operator of the animal shelter, the estimated cost of caring for and providing for the animal, and the defendant's ability to pay. If the court determines that the defendant is unable to deposit funds, the court may consider issuing an order under subsection (f) of this section.

Any order for funds to be deposited pursuant to this section shall state that if the operator of the animal shelter files an affidavit with the clerk of superior court, at least two business days prior to the expiration of a 30-day period, stating that, to the best of the affiant's knowledge, the case against the defendant has not yet been resolved, the order shall be automatically renewed every 30 days until the case is resolved.

(d) If the court orders that funds be deposited, the amount of funds necessary for 30 days shall be posted with the clerk of superior court. The defendant shall also deposit the same amount with the clerk of superior court every 30 days thereafter until the litigation is resolved, unless the defendant requests a hearing no less than five business days prior to the expiration of a 30-day period. If the defendant fails to deposit the funds within five business days of the initial hearing, or five business days of the expiration of a 30-day period, the animal is forfeited by operation of law. If funds have been deposited in accordance with this section, the operator of the animal shelter may draw from the funds the actual costs incurred in caring for the animal.

In the event of forfeiture, the animal shelter may determine whether the animal is suitable for adoption and whether adoption can be arranged for the animal. The animal may not be adopted by the defendant or by any person residing in the defendant's household. If the adopted animal is a dog used for fighting, the animal shelter shall notify any persons adopting the dog of the liability provisions for owners of dangerous dogs under Article 1A of Chapter 67 of the General Statutes. If no adoption can be arranged after the forfeiture, or the animal is unsuitable for adoption, the shelter shall humanely euthanize the animal.

(e) The deposit of funds shall not prevent the animal shelter from disposing of the animal prior to the expiration of the 30-day period covered by the deposit if the court makes a final determination of the charges or claims against the defendant. Upon determination, the defendant is entitled to a refund for any portion of the deposit not incurred as expenses by the animal shelter. A person who is acquitted of all criminal charges or not found to have committed animal cruelty in a civil action under Article 1 of this Chapter is entitled to a refund of the deposit remaining after any draws from the deposit in accordance with subsection (d) of this section.

(f) Pursuant to subsection (c) of this section, the court may order a defendant to provide necessary food, water, shelter, and care, including any necessary medical care, for any animal that is the basis of the charges or claims against the defendant without the removal of the animal from the existing location and until the charges or claims against the defendant are adjudicated. If the court issues such an order, the court shall provide for an animal control officer or other law enforcement officer to make regular visits to the location to ensure that the animal is receiving necessary food, water, shelter, and care, including any necessary medical care, and to impound the animal if it is not receiving those necessities. (2005-383, s. 1; 2006-113, s. 2.1.)

SUBCHAPTER 52J - ANIMAL WELFARE SECTION**SECTION .0100 - RECORD KEEPING AND LICENSING****02 NCAC 52J .0101 RECORDS; ANIMAL SHELTERS, ETC.**

Operators of all animal shelters, pet shops, public auctions, and dealers shall maintain records on all dogs and cats showing the following:

- (1) origin of animals (including names and addresses of consignors) and date animals were received;
- (2) description of animals including species, age, sex, breed, and color markings;
- (3) location of animal if not kept at the licensed or registered facility;
- (4) disposition of animals including name and address of person to whom animal is sold, traded or adopted and the date of such transaction; in the event of death, the record shall show the date, signs of illness, or cause of death if identified; if euthanized, the record shall show date and type of euthanasia; and
- (5) record of veterinary care including treatments, immunization and date, time, description of medication (including name and dosage), and initials of person administering any product or procedure.

History Note: Authority G.S. 19A-24;
Eff. April 1, 1984;
Amended Eff. January 1, 2005; April 1, 1985.

02 NCAC 52J .0102 RECORDS; BOARDING KENNELS

Operators of boarding kennels shall maintain records of all dogs and cats showing the following:

- (1) name and address of owner or person responsible for animal, the date of entry and signature and address of individual to whom animal is released and the date of release;
- (2) description of animal including breed, sex, age and color marking; and
- (3) veterinary care provided while boarded, which shall include date, times, description of medication (including name and dosage) and initials of person administering product or procedure.

History Note: Authority G.S. 19A-24;
Eff. April 1, 1984;
Amended Eff. January 1, 2005.

02 NCAC 52J .0103 INSPECTION OF RECORDS

All operators of animal shelters, pet shops, boarding kennels, public auctions, and persons operating as dealers shall make all required records available to the director or his authorized representative on request, during the business and cleaning hours listed on the license application. The operator must be able to match each animal to its record upon request. Records shall be maintained for a period of one year after the animal is released.

History Note: Authority G.S. 19A-24; 19A-25;
Eff. April 1, 1984;
Amended Eff. January 1, 2005; April 1, 1985.

02 NCAC 52J .0104 DEFINITIONS

As used in this Subchapter:

- (1) "Accessories" means any objects used in cleaning and sanitizing primary enclosures, exercise areas, or objects to which an animal may have access, including, but not limited to toys, blankets, food and water utensils, and bedding.
- (2) "Adequate" means a condition which, when met, does not jeopardize an animal's comfort, safety or health.
- (3) "Cage" means a primary enclosure which is enclosed on all sides and also on the top and bottom.
- (4) "Husbandry" means the practice of daily care administered to animals.
- (5) "Isolation" means the setting apart of an animal from all other animals, food, and equipment in the facility for the sole purpose of preventing the spread of disease.
- (6) "License period" means July 1 through June 30.
- (7) "Long term care" means the housing of an animal for a period of more than 30 consecutive days.
- (8) "Properly cleaned" means the removal of carcasses, debris, food waste, excrement, or other organic material with adequate frequency.
- (9) "Social interaction" means friendly physical contact or play between animals of the same species or with a person.
- (10) "Suitable method of drainage" means drainage that allows for the elimination of water and waste products, prevents contamination of animals, allows animals to remain dry, and complies with applicable building codes and local ordinances.
- (11) "Supervision of animals" means one person (at least 16 years of age) present, at all times, able to directly view each enclosure or common area.

History Note: Authority G.S. 19A-24;
Eff. January 1, 2005.

SECTION .0200 - FACILITIES AND OPERATING STANDARDS

02 NCAC 52J .0201 GENERAL

- (a) Housing facilities for dogs and cats shall be structurally sound and maintained in good repair to protect the animals from injury, contain the animals and restrict the entrance of other animals and people.
- (b) All light fixtures and electrical outlets in animal areas shall be in compliance with the State Building Code.
- (c) Facilities shall have reliable and safe electric power as necessary to comply with the Animal Welfare Act.
- (d) Supplies of food and bedding shall be stored in facilities which adequately protect such supplies against infestation or contamination by vermin and insects. All open bags of food shall be stored in airtight containers with lids. Refrigeration shall be provided for supplies of perishable food.
- (e) Provisions shall be made for the daily removal and disposal of animal and food waste, bedding and debris from the housing facility in accordance with local ordinances, to assure facility will be maintained in a clean and sanitary manner.
- (f) Hot and cold running, potable water must be available. Facilities such as washroom, basin or sink shall be provided to maintain cleanliness among animal caretakers, animals, and animal food and water receptacles.
- (g) Each facility shall have the ability to confirm ambient temperature.
- (h) A separate five-foot perimeter fence is required if any animals have access to an outdoor enclosure, including unsupervised exercise areas.
- (i) An adequate drainage system must be provided for the housing facility.
- (j) All areas of a facility are subject to review or inspection by North Carolina Department of Agriculture and Consumer Services employees during normal business hours (8:00 a.m. through 5:30 p.m. Monday through Friday).
- (k) All animals in a facility are subject to the requirements of the Animal Welfare Act, regardless of ownership.
- (l) A licensee or registrant shall comply with all federal, state and local laws, rules and ordinances relating to or affecting the welfare of dogs and cats in its facility.
- (m) No dog or cat shall be in a window display except during business hours and then only in compliance with standards set forth in this Section.

History Note: Authority G.S. 19A-24;
Eff. April 1, 1984;
Amended Eff. January 1, 2005.

02 NCAC 52J .0202 INDOOR FACILITIES

- (a) Indoor housing facilities for dogs and cats shall be adequately heated and cooled when necessary to protect the dogs and cats from cold and excessive heat and provide for their health and comfort. The ambient temperature shall not be allowed to fall below 50 degrees F. or exceed 85 degrees F.
- (b) Indoor housing facilities for dogs and cats shall be adequately ventilated to provide for the health and comfort of the animals at all times. The facilities shall be provided with fresh air either by means of windows, doors, vents or air conditioning and shall be ventilated so as to minimize drafts. Air flow shall be adequate to minimize odors and moisture condensation.
- (c) Indoor housing facilities for dogs and cats shall have adequate illumination to permit routine inspections, maintenance, cleaning and housekeeping of the facility and observation of the animals. Illumination shall provide regular diurnal lighting cycles of either natural or artificial light, uniformly diffused throughout the animal facilities.
- (d) Interior building surfaces of indoor facilities with which animals come in contact shall be constructed and maintained so that they are impervious to moisture, and can be readily sanitized.
- (e) A suitable method of drainage shall be provided to rapidly eliminate excess water from an indoor housing facility. If closed drain systems are used, they shall be equipped with traps and installed to prevent odors and backup of sewage. The drainage system shall be constructed to prevent cross-contamination among animals.

History Note: Authority G.S. 19A-24;
Eff. April 1, 1984;
Amended Eff. January 1, 2005.

02 NCAC 52J .0203 OUTDOOR FACILITIES

- (a) In outdoor facilities that are subject to the Animal Welfare Act, primary enclosures and walkways with which an animal comes in contact shall be constructed of sealed concrete or other surfaces impervious to moisture. Gravel may be used if maintained at a minimum depth of six inches and kept in a sanitary manner.
- (b) Dogs and cats kept outdoors shall be provided housing to allow them to remain dry and comfortable during inclement weather. Housing shall be constructed of material which is impervious to moisture and which can be disinfected. One house shall be available for each animal within each enclosure except for a mother and its unweaned offspring.
- (c) In addition to housing, the enclosure shall provide protection from excessive sun and inclement weather.
- (d) Animal owners shall be advised at the time of reservation and admission if the animal will be kept in outside facilities.

(e) A suitable method of drainage shall be provided.

History Note: Authority G.S. 19A-24;
Eff. April 1, 1984;
Amended Eff. March 23, 2009; January 1, 2005.

02 NCAC 52J .0204 PRIMARY ENCLOSURES

(a) Primary enclosures shall be constructed so as to prevent contamination from waste and wastewater from animals in other enclosures. All surfaces with which an animal comes in contact shall be impervious to moisture. For primary enclosures placed into service on or after January 1, 2005, no wood shall be within the animal's reach. For primary enclosures in use in a licensed or registered facility prior to January 1, 2005, any damaged wood must be replaced in a manner that does not permit contact with wood by the animal.

(b) Primary enclosures for dogs and cats shall be structurally sound and maintained in good repair and in a manner to prevent injury to animals and keep other animals out. Primary enclosures shall be constructed so as to provide space to allow each dog or cat to walk, urn about freely, and to easily stand, sit, or lie in a natural position. The height of a primary enclosure other than a cage shall be no less than five feet. All enclosures shall be constructed to prevent the escape of animals.

(c) Each primary enclosure shall be provided with a solid resting surface or surfaces adequate to comfortably hold all occupants of the primary enclosure at the same time. All resting surfaces must be of a non-porous or easily sanitized material, such as a towel, or a disposable material such as newspaper. The resting surface or surfaces shall be elevated in primary enclosures housing two or more cats.

(d) In addition to Paragraph (b) of this Rule, each dog shall be provided a minimum square footage of floor space equal to the mathematical square of the sum of the length of the dog in inches, as measured from the tip of its nose to the base of its tail, plus six inches, then divide the product by 144. The calculation is: (length of dog in inches + 6) x (length of dog in inches + 6) = required floor space in square inches. Required floor space in square inches ÷ 144 = required floor space in square feet. The calculation shall be expressed in square feet. Not more than four adult dogs shall be housed in the same primary enclosure without supervision.

(e) If more than four dogs are housed in a common area or enclosure, then there must be at least one person supervising each 10 dogs housed within each enclosure or common area.

(f) In addition to Paragraph (b) of this Rule, each feline older than six months housed in any primary enclosure shall be provided a minimum of four square feet of floor space which may include elevated resting surfaces. Each feline younger than six months shall be provided 1.5 square feet. Not more than 12 cats shall be housed in the same primary enclosure.

(g) In all cat enclosures, a receptacle containing clean litter shall be provided for waste. A minimum of one receptacle per three cats is required.

History Note: Authority G.S. 19A-24;
Eff. April 1, 1984;
Amended Eff. January 1, 2005; April 1, 1985.

02 NCAC 52J .0205 FEEDING

(a) Dogs and cats shall be fed at least once each 24-hour period except as otherwise might be required to provide adequate veterinary care. Food shall be commercially prepared food which complies with laws applicable to animal feed or the food shall be provided by the owner. The food shall be free from contamination, wholesome, palatable, and of adequate quality and quantity appropriate for the given size, age, and condition of an animal to meet the daily requirements for nutritional value. Puppies and kittens less than six months of age shall be fed at least twice in each 24-hour period. An eight-hour interval between feedings is required if only two feedings are offered in a 24-hour period.

(b) Food receptacles shall be accessible to all dogs or cats and shall be located so as to minimize contamination by waste. For every adult animal, there must be at least one food receptacle offered. Food receptacles shall be durable and shall be kept clean and sanitized. Damaged receptacles shall be replaced. Disposable food receptacles may be used but must be discarded after each feeding.

(c) Food and water receptacles in outdoor facilities shall be protected from the elements.

History Note: Authority G.S. 19A-24;
Eff. April 1, 1984;
Amended Eff. January 1, 2005; April 1, 1985.

02 NCAC 52J .0206 WATERING

Animals shall have continuous access to fresh water, except as might otherwise be required to provide adequate veterinary care. Watering receptacles shall be durable and kept clean and sanitized. Damaged receptacles shall be replaced.

History Note: Authority G.S. 19A-24;
Eff. April 1, 1984;
Amended Eff. January 1, 2005.

02 NCAC 52J .0207 SANITATION

(a) Waste shall be removed from primary enclosures and exercise areas to prevent contamination of the dogs or cats contained therein and to reduce disease hazards and odors. Enclosures and exercise areas for dogs and cats must be properly cleaned a minimum of two times per day. The animal must be able to walk or lie down without coming in contact with any waste or debris. When a hosing or flushing method is used for cleaning an enclosure, dogs or cats contained therein shall be removed during the cleaning process, and adequate measures shall be taken to protect the animals in other such enclosures from being contaminated with water and other wastes.

(b) Sanitation shall be as follows:

- (1) Prior to the introduction of dogs or cats into empty primary enclosures previously occupied, enclosures and accessories shall be sanitized in the manner provided in Subparagraph (b)(3) of this Rule.
- (2) In addition to primary enclosures being properly cleaned a minimum of two times per day, enclosures and accessories shall be sanitized a minimum of once every seven days in the manner provided in Subparagraph (b)(3) of this Rule if the same animal is housed in the same enclosure more than seven days.
- (3) Cages, rooms and hard-surfaced pens or runs shall be sanitized by:
 - (A) washing them with hot water (180 degrees F.) and soap or detergent as in a mechanical cage washer; or
 - (B) washing all soiled surfaces with a detergent solution to remove all organic matter followed by application of a safe and effective disinfectant; or
 - (C) cleaning all soiled surfaces with live steam.
- (4) Food and water receptacles shall be sanitized daily with hot water, detergent, and disinfectant.
- (5) Soiled linens and cloth products shall be mechanically washed with detergent and sanitized.
- (6) Any area accessible to multiple animals shall be kept clean and sanitary.

(c) Premises (buildings and grounds) shall be kept clean and in good repair in order to protect the animals from injury and to facilitate the prescribed husbandry practices set forth in this Rule. Premises shall remain free of accumulations of trash, junk, waste products, and discarded matter. Weeds, grasses, and bushes must be controlled so as to facilitate cleaning of the premises and to improve pest control, and to protect the health and well-being of the animals.

(d) An effective program for the control of insects, ectoparasites, and avian and mammalian pests shall be established and maintained.

History Note: Authority G.S. 19A-24;
Eff. April 1, 1984;
Amended Eff. January 1, 2005; April 1, 1985.

02 NCAC 52J .0208 EMPLOYEES

A sufficient number of employees shall be utilized to maintain the prescribed level of husbandry practices set forth in this Rule. Such practices shall be under the supervision of an animal caretaker who has a background in animal husbandry or care.

History Note: Authority G.S. 19A-24;
Eff. April 1, 1984.

02 NCAC 52J .0209 CLASSIFICATION AND SEPARATION

Animals housed in the same primary enclosure shall be maintained in compatible groups, with the following additional restrictions:

- (1) Females in season (estrus) shall not be housed in the same primary enclosure with males, except for planned breeding purposes. Breeding shall not be allowed in animal shelters.
- (2) In boarding kennels, animals of different owners shall not have contact with other animals, unless written permission is obtained from the animal's owner. Any dog or cat exhibiting an aggressive disposition shall be housed individually in a primary enclosure.
- (3) Puppies or kittens less than four months of age shall not be housed in the same primary enclosure with adult dogs or cats other than their dams, except when permanently maintained in breeding colonies, or if requested in writing, by the animals' owner, as in a boarding kennel. Puppies or kittens between 4 and 16 weeks of age shall have daily access to human social interaction, excluding animals which pose a danger to humans or other animals.
- (4) Dogs shall not be housed in the same primary enclosure with cats, nor shall dogs or cats be housed in the same primary enclosure with any other species of animals. Exceptions are allowed at boarding kennels, if requested in writing by the animals' owner.
- (5) All facilities shall designate an isolation area for animals being treated or observed for communicable diseases. Dogs or cats in isolation that are being treated for a communicable disease shall be separated from other dogs or cats and other susceptible species of animals in such a manner as to minimize dissemination of such disease. A sign shall be posted at the cage or isolation area when in use, giving notice of a communicable disease.
- (6) Animals in long term care which are intended for adoption or sale must be provided the following:
 - (a) Daily access to both human and same species social interaction.
 - (b) Daily access to space other than the primary enclosure.

- (c) A species and size-appropriate toy, unless it poses a health threat.
- (7) All animals shall be confined in primary enclosures or exercise areas.

History Note: Authority G.S. 19A-24;
Eff. April 1, 1984;
Amended Eff. January 1, 2005.

02 NCAC 52J .0210 VETERINARY CARE

- (a) A written program of veterinary care to include disease control and prevention, vaccination, euthanasia, and adequate veterinary care shall be established with the assistance of a licensed veterinarian by any person who is required to be licensed or registered under the Animal Welfare Act, Article 3 of Chapter 19A of the General Statutes.
- (b) If there is a disease problem that persists for more than 30 days at the facility, the facility operator shall obtain and follow a veterinarian's written recommendations for correcting the problem.
- (c) Each dog and cat shall be observed daily by the animal caretaker in charge, or by someone under his direct supervision. Sick or diseased, injured, lame, or blind dogs or cats shall be provided with veterinary care or be euthanized, provided that this shall not affect compliance with any state or local law requiring the holding, for a specified period, of animals suspected of being diseased. If euthanasia is performed at a certified facility, a list of personnel approved to perform euthanasia shall be maintained in a Policy and Procedure Manual as described in 02 NCAC 52J .0800. Diseased or deformed animals shall be sold or adopted only under the policy set forth in the "Program of Veterinary Care." Full written disclosure of the medical condition of the animal shall be provided to the new owner.
- (d) All animals in a licensed or registered facility shall be in compliance with the North Carolina rabies law, G.S. 130A, Article 6, Part 6. However, no shelter shall be disapproved following inspection or otherwise cited for failure to inoculate any dog or cat known to be less than 12 weeks old or until such animals have been in the shelter at least 15 days.

History Note: Authority G.S. 19A-24;
Eff. April 1, 1984;
Amended Eff. March 23, 2009; January 1, 2005.

SECTION .0300 - TRANSPORTATION STANDARDS

02 NCAC 52J .0301 VEHICLES

- (a) Vehicles used in transporting dogs and cats shall be mechanically sound and equipped to provide fresh air to all animals transported without harmful drafts.
- (b) The animal cargo space shall be constructed and maintained so as to prevent engine exhaust fumes from getting to the animals.
- (c) The interior of the animal cargo space shall be kept clean. It shall be sanitized as deemed necessary.

History Note: Authority G.S. 19A-24;
Eff. April 1, 1984.

02 NCAC 52J .0302 PRIMARY ENCLOSURES USED IN TRANSPORTING DOGS AND CATS

- (a) Primary enclosures such as compartments or transport cages, cartons, or crates used by persons subject to the Animal Welfare Act to transport cats and dogs shall be constructed, ventilated and designed to protect the health and insure the safety of the animals. Such enclosures shall be constructed or positioned in the vehicle in such a manner that:
 - (1) Each animal in the vehicle has sufficient fresh air for normal breathing.
 - (2) The openings of such enclosures are easily accessible for emergency removals at all times.
 - (3) The animals are adequately protected from the elements.
 The ambient temperature shall be maintained between 50 degrees F and 85 degrees F. A shelter shall be deemed as being in compliance if its vehicles' animal containment units are equipped with operable air-conditioning, forced-air cooling and heating or other temperature control mechanisms.
- (b) Animals transported in the same primary enclosure shall be of the same species. Puppies or kittens less than four months of age shall not be transported in the same primary enclosure with adult dogs and cats other than their dams.
- (c) Primary enclosures used to transport dogs and cats shall be large enough for each animal to turn about freely, and to easily stand, sit, or lie down in a natural position. Primary enclosures used to transport dogs and cats shall be secured to the vehicle to prevent sliding or tipping of the enclosure during transit.
- (d) Animals shall not be placed in primary enclosures over other animals in transit unless such enclosure is constructed so as to prevent animal excreta from entering lower enclosures.
- (e) All primary enclosures used to transport dogs and cats shall be sanitized between use for shipments.

History Note: Authority G.S. 19A-24;
Eff. April 1, 1984;

Amended Eff. March 23, 2009; January 1, 2005.

02 NCAC 52J .0303 FOOD AND WATER REQUIREMENTS

If dogs and cats are transported for a period of more than 12 hours:

- (1) The vehicle shall stop at least once every 12 hours for a period of one hour. During the one hour stop, potable water shall be continuously provided for dogs and cats.
- (2) Adult dogs and cats shall be fed at least once during each 24 hour period. Puppies and kittens less than six months of age shall be fed every six hours.
- (3) Dogs shall be removed from the vehicle, given fresh water and given the opportunity for exercise if they have been confined in the vehicle for 36 hours.

*History Note: Authority G.S. 19A-24;
Eff. April 1, 1984.*

02 NCAC 52J .0304 CARE IN TRANSIT

It shall be the responsibility of the attendant or driver to inspect animals frequently enough to assure health and comfort and to determine if they need emergency care and to obtain it if needed.

*History Note: Authority G.S. 19A-24;
Eff. April 1, 1984.*

SECTION .0400 - EUTHANASIA STANDARDS

02 NCAC 52J .0401 ADOPTION BY REFERENCE

A person required to obtain a certificate of registration pursuant to G.S. 19A, Article 3 may use any method of euthanasia approved by the American Veterinary Medical Association (AVMA), the Humane Society of the United States (HSUS), or the American Humane Association (AHA) which are hereby incorporated by reference, including subsequent amendments and editions. Copies of these documents may be obtained as follows:

- (1) AVMA Guidelines on Euthanasia may be accessed at no cost on their website at www.avma.org.
- (2) The HSUS Euthanasia Training Manual can be purchased through their website at www.hsus.org at a cost of nineteen dollars and ninety-five cents (\$19.95).
- (3) The AHA publication, Euthanasia by Injection, can be purchased through their website at www.americanhumane.org at a cost of ten dollars (\$10.00).

*History Note: Authority G.S. 19A-24;
Eff. March 23, 2009.*

02 NCAC 52J .0402 AUTHORIZED PERSONS

Only a Certified Euthanasia Technician, Probationary Euthanasia Technician, or a veterinarian licensed to practice veterinary medicine in North Carolina may euthanize an animal in a certified animal shelter. A Certified Euthanasia Technician shall not euthanize animals using a method for which he or she is not currently certified except as specified in 02 NCAC 52J .0700.

*History Note: Authority G.S. 19A-24;
Eff. March 23, 2009.*

02 NCAC 52J .0403 DEFINITIONS

As used in this Subchapter:

- (1) "Certified Euthanasia Technician" means a person employed by a certified facility who has been instructed in the proper methods of humane euthanasia, security and record keeping.
- (2) "Certified facility" means a certified animal shelter, kennel or pet shop that employs at least one Certified Euthanasia Technician or licensed veterinarian to perform euthanasia on animals at that certified facility.
- (3) "Approved Certified Euthanasia Technician trainer" means a person or organization that received permission from the Animal Welfare Section to provide training to applicants or individuals seeking to be Certified Euthanasia Technicians.
- (4) "Chemical Agent" means any chemical approved by the American Veterinary Medical Association, the Humane Society of the United States or the American Humane Association which is used to induce death.
- (5) "Applicant" means a person seeking certification as a Euthanasia Technician.

- (6) "Commercially manufactured chamber" means a chamber built with the intention for sale with the purpose of euthanizing animals, and which meets the requirements of 02 NCAC 52J .0600.
- (7) "Conviction of a criminal offense" means being found guilty, convicted, placed on probation or entering a guilty plea that is accepted by the court, forfeiture of bail, bond or collateral deposited to secure one's own appearance in a criminal proceeding or having received a withheld judgment, prayer for judgment continued or suspended sentence by a court of competent jurisdiction in this state, in a federal court or another state of any felony, as described by federal or state law, or any criminal act that in any way is related to practicing as a Certified Euthanasia Technician.

History Note: Authority G.S. 19A-24;
Eff. March 23, 2009.

02 NCAC 52J .0404 CERTIFICATION REQUIREMENTS FOR EUTHANASIA TECHNICIANS

- (a) Individuals who perform euthanasia must be trained and qualified as a Certified Euthanasia Technician as set forth in this Section.
- (b) Individuals seeking certification as a Euthanasia Technician shall submit a written application documenting their qualifications to the Animal Welfare Section, North Carolina Department of Agriculture and Consumer Services, 1030 Mail Service Center, Raleigh, NC 27699-1030, on the form provided by the Animal Welfare Section.
- (c) The Animal Welfare Section shall receive and review all applications for Euthanasia Technician certification and determine whether or not to issue the individual applicant proof of certification in the form of a printed certificate.

History Note: Authority G.S. 19A-24;
Eff. March 23, 2009.

02 NCAC 52J .0405 CERTIFICATION STANDARDS

Applicants for certification as a Certified Euthanasia Technician shall be at least 18 years of age at the date they receive certification. Applicants are not eligible for certification if they have been convicted of a felony offense or a crime or infraction involving animal abuse or neglect and shall demonstrate compliance with this Section.

History Note: Authority G.S. 19A-24;
Eff. March 23, 2009.

02 NCAC 52J .0406 APPLICATION REQUIREMENTS

An applicant for certification shall:

- (1) submit a completed and signed application form;
- (2) provide a document from an approved Certified Euthanasia Technician trainer establishing that the applicant has completed an approved course, passed the course written examination and passed a practical examination in the specific euthanasia techniques for which the applicant is seeking certification, or provide separate documentation of having taken an approved course and passed the written examination and having passed a practical examination given by a different approved Certified Euthanasia Technician trainer; and
- (3) specify in the application form the specific euthanasia techniques the applicant is requesting certification.

History Note: Authority G.S. 19A-24;
Eff. March 23, 2009.

02 NCAC 52J .0407 TRAINING AND EXAMINATIONS

(a) Training and examinations for euthanasia certification shall consist of:

- (1) Classroom lecture covering the entire list of subjects in Paragraph (b) of this Rule;
- (2) Earning a score of 80 percent correct on a written test provided by the Animal Welfare Section, demonstrating knowledge of the subjects listed in Paragraph (b) of this Rule; and
- (3) Passing a practical examination in each of the euthanasia methods for which the applicant is seeking certification.

(b) The Animal Welfare Section shall develop Certified Euthanasia Technician training programs and materials or accredit training programs and materials to be offered by other individuals, schools, agencies or veterinary practices. The programs and materials shall conform to the processes set forth by the American Veterinary Medical Association, the Humane Society of the United States or the American Humane Association and shall include the following topics:

- (1) The theory and history of euthanasia methods and practice;
- (2) Animal anatomy;
- (3) Proper animal restraint, handling and methods for controlling animal stress;
- (4) Proper chemical agent dosages, record keeping and usage documentation, chemical agent, instrument and equipment storage, handling and disposal in accordance with rules and the Code of Federal Regulations;
- (5) Proper injection techniques;
- (6) Proper euthanasia techniques not utilizing injected chemical agents;
- (7) Proper and accurate verification of animal death;
- (8) Proper record keeping;

- (9) Proper disposal of euthanized animals;
- (10) Stress management for euthanasia personnel;
- (11) Proper methods and techniques of euthanasia under extraordinary circumstances;
- (12) Proper methods, techniques and chemicals inducing anesthesia and sedation in animals prior to euthanasia; and
- (13) Proper methods, techniques and chemicals used in the practical examination section for Certified Euthanasia Technician.

(c) The Animal Welfare Section shall prepare written examinations to be given to applicants. Following the classroom training detailed in Paragraph (b) of this Rule, the applicant shall take a written examination provided by the Animal Welfare Section that will be used by the approved trainer. Those passing the written examination are eligible for the practical examination of the methods of euthanasia for which the applicant seeks certification.

(d) The applicant must pass a practical examination on each method of euthanasia for which he or she seeks certification.

(e) Applicants for certification in Euthanasia by Injection shall demonstrate the following knowledge and competencies:

- (1) Correctly calculate chemical agent dosage based upon the species, age, weight and condition of the animal;
- (2) Correctly complete all required documentation;
- (3) Correctly draw the properly calculated chemical dosage into a syringe and needle of a type and size appropriate for the animal;
- (4) Correctly administer the chemical agent to the animal;
- (5) Properly perform intravenous and intraperitoneal injections on dogs and intravenous or intraperitoneal injections on cats;
- (6) Knowledge of the medical procedures and drugs necessary for an animal to be euthanized by cardiac injection;
- (7) Demonstrate ability to verify death by:
 - (A) lack of respiration;
 - (B) lack of ocular reflexes;
 - (C) lack of a heartbeat;
- (8) Knowledge about the human health risks associated with the use of chemical agents used for euthanasia including signs and symptoms associated with accidental exposure of the Certified Euthanasia Technician;
- (9) Proper first aid for a person accidentally exposed to chemical agents used for euthanasia.

(f) Applicants for certification in Euthanasia by Gas Inhalation shall meet the standards set forth in this Paragraph:

- (1) Demonstrate knowledge of the dangers and human health effects of exposure to carbon monoxide gas;
- (2) Demonstrate knowledge about which animals Euthanasia by Gas Inhalation is approved and which species, age, medical or physical conditions make it improper to use Euthanasia by Gas Inhalation;
- (3) Demonstrate proper techniques in placing animals into the chamber;
- (4) Demonstrate knowledge about the maintenance, operation and cleaning of the chamber, fittings, gas cylinder, valves, and other parts of the equipment;
- (5) Demonstrate proper operation of the chamber;
- (6) Demonstrate ability to verify death by:
 - (A) lack of respiration;
 - (B) lack of ocular reflexes;
 - (C) lack of a heartbeat;
- (7) Demonstrate knowledge about the human health risks associated with the use of carbon monoxide when used for euthanasia. Such knowledge shall also include signs and symptoms associated with accidental exposure of the Certified Euthanasia Technician;
- (8) Demonstrate knowledge of proper first aid for a person accidentally exposed to carbon monoxide used for euthanasia.

*History Note: Authority G.S. 19A-24;
Eff. March 23, 2009.*

02 NCAC 52J .0408 TRAINERS

(a) Certified Euthanasia Technician training shall be provided by the Animal Welfare Section or by companies or individuals meeting the following criteria:

- (1) Possess working knowledge of euthanasia conducted according to this Section;
- (2) Have actual experience in euthanasia of animals;
- (3) Have experience training staff in euthanasia; and
- (4) Provide references from individuals or organizations previously trained.

(b) Information taught shall conform to this Section and the guidelines set forth by the American Veterinary Medical Association, the Humane Society of the United States or the American Humane Association.

(c) Trainers shall disclose to their students and the Animal Welfare Section any affiliations with suppliers of equipment or supplies used in euthanasia.

(d) The Animal Welfare Section may make unannounced audit of instruction and testing by trainers.

(e) Prior to providing euthanasia training leading to certification as a Euthanasia Technician, the person or company shall obtain approval before each class for its training program from the Animal Welfare Section.

History Note: Authority G.S. 19A-24;
Eff. March 23, 2009.

02 NCAC 52J .0409 PROBATIONARY EUTHANASIA TECHNICIANS

An individual who has passed the written exam, but has not taken and passed the practical examination may serve as a Probationary Euthanasia Technician under the direct supervision of:

- (1) a licensed veterinarian; or
- (2) a Certified Euthanasia Technician

for up to three consecutive months or until such time as the next practical euthanasia exam is conducted, whichever is longer. Certified animal shelters employing probationary euthanasia technicians must notify the Animal Welfare Section no later than five days prior to the probationary euthanasia technician's first day serving in that capacity.

History Note: Authority G.S. 19A-24;
Eff. March 23, 2009.

02 NCAC 52J .0410 EXAM REQUIRED

An individual who has not passed the written exam may not serve as a Certified Euthanasia Technician or Probationary Euthanasia Technician.

History Note: Authority G.S. 19A-24;
Eff. March 23, 2009.

02 NCAC 52J .0411 NEW APPLICATION

If the individual or applicant fails to pass the practical exam a second time and wishes to apply for certification again, the individual shall submit a new application to the Animal Welfare Section, attend a training program, pass the written exam and take and pass a practical examination on euthanasia. The Animal Welfare Section shall cancel the application of any applicant who fails the written examination twice.

History Note: Authority G.S. 19A-24;
Eff. March 23, 2009.

02 NCAC 52J .0412 ISSUANCE OF CERTIFICATION

Upon the receipt of materials specified in this Section the Animal Welfare Section shall issue a Certificate.

History Note: Authority G.S. 19A-24;
Eff. March 23, 2009.

02 NCAC 52J .0413 LENGTH OF CERTIFICATION

A Certificate issued by the Animal Welfare Section is valid for five years from the date of issuance unless it is revoked pursuant to this Section or upon termination of employment or volunteer status as described in this Section.

History Note: Authority G.S. 19A-24;
Eff. March 23, 2009.

02 NCAC 52J .0414 TERMINATION OF EMPLOYMENT

Upon termination of employment or volunteer status from a certified facility, a Certified Euthanasia Technician shall not perform animal euthanasia in a certified facility until recertified by the Animal Welfare Section. The Certified Euthanasia Technician's certification shall be canceled effectively upon termination of employment or volunteer status. No later than 10 days from the date of the termination of a Certified Euthanasia Technician's employment or volunteer status at that certified facility the Certified Euthanasia Technician shall complete a form notifying the Animal Welfare Section of the termination of employment or volunteer status and shall return the form and the Certificate to the Animal Welfare Section.

History Note: Authority G.S. 19A-24;
Eff. March 23, 2009.

02 NCAC 52J .0415 NOTICE OF TERMINATION

A certified facility shall notify the Animal Welfare Section in writing, no later than 10 days from the date of the termination of a Certified Euthanasia Technician's employment or volunteer status at that certified facility.

History Note: Authority G.S. 19A-24;
Eff. March 23, 2009.

02 NCAC 52J .0416 RECERTIFICATION

(a) If a former Certified Euthanasia Technician is employed or is accepted as a volunteer at a certified facility before the expiration of his certification, the former Certified Euthanasia Technician or employer may request reinstatement of his/her certification from the Animal Welfare Section. The reinstated Certification shall be good for five years from the date of its initial issue.

(b) If a former Certified Euthanasia Technician is employed or is accepted as a volunteer at a certified facility after the expiration of his certification, the former Certified Euthanasia Technician may only euthanize animals under the direct supervision of a licensed veterinarian or currently certified euthanasia technician for three months or until he/she passes practical examination whichever is less. The former Certified Euthanasia Technician and the manager of the certified facility shall each notify the Animal Welfare Section within 10 days of the date the former Certified Euthanasia Technician is employed or accepted as a volunteer.

*History Note: Authority G.S. 19A-24;
Eff. March 23, 2009.*

02 NCAC 52J .0417 CERTIFICATION RENEWAL

(a) Certifications may be renewed every five years provided that:

- (1) within the 12 months immediately preceding the application for certification renewal the Certified Euthanasia Technician has taken and passed a practical examination for each method of euthanasia for which they are seeking certification renewal;
- (2) the applicant receives up-to-date information about the method of euthanasia for which the applicant is seeking certification; and
- (3) the applicant receives training in stress management.

(b) The applicant shall submit an application for certification renewal to the Animal Welfare Section. The application shall be on a form created by the Animal Welfare Section and shall include a document from an approved Certified Euthanasia Technician trainer establishing that the applicant has passed a practical examination in the specific euthanasia techniques for which he or she is seeking certification.

*History Note: Authority G.S. 19A-24;
Eff. March 23, 2009.*

02 NCAC 52J .0418 DUTIES

A Certified Euthanasia Technician may:

- (1) Prepare animals for euthanasia;
- (2) Record the identification number of the animal, its species, sex, breed description and date, dosages for drugs that are administered and amounts for drugs wasted;
- (3) Order euthanasia supplies;
- (4) Maintain the security of all controlled substances and other drugs in accordance with applicable state and federal laws and regulations;
- (5) Directly supervise probationary Euthanasia Technicians;
- (6) Report to the appropriate government agencies violations or suspicions of a violation of the rules in this Subchapter or any abuse of drugs;
- (7) Euthanize animals;
- (8) Dispose of euthanized animals and expired or unwanted chemical agent(s) or the containers, instruments and equipment used in the administration of drugs in accordance with all applicable federal, state and local laws and regulations; and
- (9) Notify the Animal Welfare Section as required in this Section upon leaving employment or volunteer status at a covered facility.

*History Note: Authority G.S. 19A-24;
Eff. March 23, 2009.*

02 NCAC 52J .0419 GROUNDS FOR DISCIPLINE - CERTIFIED EUTHANASIA TECHNICIANS

The Department may refuse to issue, renew, or reinstate the certification of a Euthanasia Technician, or may deny, revoke, suspend, sanction, or place on probation, impose other forms of discipline, and enter into consent agreements and negotiated settlements with Certified Euthanasia Technician pursuant to the procedures set forth in G.S. 150B, Article 3, for any of the following reasons:

- (1) Failure to Carry Out Duties. Failure to carry out the duties of a Certified Euthanasia Technician;
- (2) Abuse of Chemical Substances. Abuse of any drug or chemical substance by:
 - (a) Selling, diverting or giving away drugs or chemical substances;
 - (b) Stealing drugs or chemical substances;
 - (c) Misusing chemical substances; or
 - (d) Abetting anyone in the foregoing activities;
- (3) Euthanizing animals without supervision as required by this subchapter;

- (4) Allowing uncertified individuals to euthanize animals;
- (5) Allowing probationary Euthanasia Technicians to euthanize animals outside of the Certified Euthanasia Technician's personal presence;
- (6) Fraud, misrepresentation, or deception in obtaining certification;
- (7) Unethical or Unprofessional Conduct. Unethical or unprofessional conduct means to knowingly engage in conduct of a character likely to deceive or defraud the public. Such conduct includes working in conjunction with any agency or person illegally practicing as a Certified Euthanasia Technician; failing to provide sanitary facilities or apply sanitary procedures for the euthanizing of any animal; euthanizing animals in a manner that endangers the health or welfare of the public; gross ignorance, incompetence or inefficiency in the euthanizing of animals as determined by the practices generally and currently followed and accepted as approved by the American Veterinary Medical Association, the Humane Society of the United States or the American Humane Association; intentionally performing a duty, task or procedure involved in the euthanizing of animals for which the individual is not qualified; and swearing falsely in any testimony or affidavits relating to practicing as a Certified Euthanasia Technician;
- (8) Conviction of any criminal offense as described in this Section;
- (9) Improper Record Keeping. Failure to follow proper record keeping procedures as outlined in the rules in this Subchapter;
- (10) Improper Security and Storage for Chemical Agents. Failure to provide and maintain proper security and storage for euthanasia and restraint drugs as established under applicable United States Drug Enforcement Administration and North Carolina Department of Health and Human Services statutes and rules;
- (11) Improper Disposal of Chemical Agents and Equipment. Failure to dispose of drugs and the containers, instruments and equipment in a manner permitted by this Subchapter;
- (12) Improper Labeling of Approved Chemical Agents. Failure to properly label approved euthanasia and restraint chemical agents;
- (13) Revocation, Suspension or Limitation. The revocation, suspension, limitation, of a license, certificate or registration or any other disciplinary action by another state or United States jurisdiction or voluntary surrender of a license, certificate or registration by virtue of which one is licensed, certified or registered to practice as a Certified Euthanasia Technician in that state or jurisdiction on grounds other than nonpayment of the renewal fee;
- (14) Failure of any applicant or certificate holder to cooperate with the North Carolina Department of Agriculture and Consumer Services during any investigation or inspection.

History Note: Authority G.S. 19A-24;
Eff. March 23, 2009.

SECTION .0500 – EUTHANASIA BY INJECTION

02 NCAC 52J .0501 INTRACARDIAC INJECTION

Intracardiac injection shall only be used on animals that have been anesthetized or heavily sedated.

History Note: Authority G.S. 19A-24;
Eff. March 23, 2009.

SECTION .0600 - EUTHANASIA BY CARBON MONOXIDE

02 NCAC 52J .0601 CARBON MONOXIDE EQUIPMENT

If carbon monoxide is used for euthanasia in a certified facility, the following requirements shall be met:

- (1) Only commercially compressed, bottled gas shall be used;
- (2) The gas shall be delivered in a commercially manufactured chamber that allows for the individual separation of animals;
- (3) Animals placed inside of the chamber shall be of the same species;
- (4) The chamber shall achieve a minimum six percent uniform concentration of carbon monoxide within two minutes of beginning the administration of the gas;
- (5) Death shall occur within five minutes of beginning the administration of the gas; and
- (6) Animals shall remain in the chamber with carbon monoxide for a minimum of 20 minutes.

History Note: Authority G.S. 19A-24;
Eff. March 23, 2009.

02 NCAC 52J .0602 PROHIBITED USES

Carbon monoxide may not be used to euthanize animals in certified facilities in any manner inconsistent with guidelines for the use of carbon monoxide approved by the entities referenced in 02 NCAC 52J .0401. Additionally, carbon monoxide shall not be used to euthanize the following animals in certified facilities:

- (1) Animals that appear to be less than 16 weeks of age;

- (2) Animals that are pregnant;
- (3) Animals that are near death.

History Note: Authority G.S. 19A-24(5);
Eff. March 23, 2009.

02 NCAC 52J .0603 DEAD ANIMALS

Live animals shall not be placed into a euthanasia chamber with dead animals in certified facilities.

History Note: Authority G.S. 19A-24;
Eff. March 23, 2009.

02 NCAC 52J .0604 INDIVIDUAL SEPARATION

Animals shall be individually separated within a euthanasia chamber in a certified facility.

History Note: Authority G.S. 19A-24;
Eff. March 23, 2009.

02 NCAC 52J .0605 CHAMBER REQUIREMENTS

- (a) A euthanasia chamber in a certified facility shall be located in a well-ventilated place, preferably outdoors.
- (b) The chamber shall be in good working order.
- (c) The chamber shall have strong airtight seals around the doors and viewports.
- (d) The chamber shall have at least one port for viewing of the animals during euthanasia.
- (e) The chamber shall be lit sufficiently to allow observation of an animal in any part of the chamber.
- (f) Any chamber electrical wiring or components exposed to carbon monoxide must be warranted by the manufacturer to be explosion proof.
- (g) Any light inside of the chamber shall be shatterproof.
- (h) The chamber shall use exhaust ventilation to evacuate the gas from the chamber before the doors are opened upon completion of the process.
- (i) If the chamber is located outdoors:
 - (1) The exhaust shall be vented at least eight feet above ground level.
 - (2) The minimum stack velocity shall be at least 3,000 feet per minute;
 - (3) If there is a roof above the chamber, the exhaust shall be vented at least three feet above the highest point of the roof; and
 - (4) The exhaust shall not be located within eight feet of any building air intakes.
- (j) If the chamber is located indoors:
 - (1) The exhaust shall be vented to the outdoors at least three feet above the highest point of the roof;
 - (2) The exhaust shall not be located within eight feet of any building air intakes;
 - (3) The minimum stack velocity shall be at least 3,000 feet per minute; and
 - (4) At least two carbon monoxide detectors shall be placed in the room.

History Note: Authority G.S. 19A-24;
Eff. March 23, 2009.

02 NCAC 52J .0606 INSPECTIONS AND RECORDS

- (a) Chamber seals, exhaust flow, carbon monoxide monitors and other equipment used in the euthanasia process in certified facilities shall be inspected at least monthly and repaired or replaced as necessary.
- (b) The chamber must be inspected at least annually by the manufacturer, its authorized representative or an industrial hygienist knowledgeable about the manufacture and operation of the chamber.
- (c) A record shall be made of each inspection recording the results, the date of the inspection, and the name of the person performing the inspection. The record shall be maintained in the policy and procedure manual for at least two years.

History Note: Authority G.S. 19A-24;
Eff. March 23, 2009.

02 NCAC 52J .0607 CLEANING CHAMBER

A euthanasia chamber at a certified facility shall be cleaned between uses.

History Note: Authority G.S. 19A-24;
Eff. March 23, 2009..

02 NCAC 52J .0608 OPERATIONAL GUIDES AND INSTRUCTION MANUALS

Current operational guides and maintenance instruction manuals shall be kept in the room with the euthanasia chamber at all times in a certified facility.

History Note: Authority G.S. 19A-24;
Eff. March 23, 2009.

02 NCAC 52J .0609 PERSONS REQUIRED TO BE PRESENT

A euthanasia chamber in a certified facility shall not be operated unless a Certified Euthanasia Technician or a veterinarian licensed in North Carolina and one other adult are present at the time of its use.

History Note: Authority G.S. 19A-24;
Eff. March 23, 2009.

SECTION .0700 - EXTRAORDINARY CIRCUMSTANCES

02 NCAC 52J .0701 METHODS OF EUTHANASIA PERMITTED UNDER EXTRAORDINARY CIRCUMSTANCES AND SITUATIONS

For purposes of this Section, extraordinary circumstance or situation includes a situation which is offsite from the shelter, in which an animal poses an immediate risk to animal, human or public health and in which no alternative, less extreme measure of euthanasia is feasible. It also includes circumstances or situations in which it would be inhumane to transport an animal to another location to perform euthanasia.

History Note: Authority G.S. 19A-24;
Eff. March 23, 2009.

02 NCAC 52J .0702 GUNSHOT OR OTHER METHODS

Under extraordinary circumstances and situations which occur offsite from the shelter, a shelter employee may use gunshot or other extreme method of euthanasia as set forth in the American Veterinary Medical Association, Humane Society of the United States or American Humane Association Guidelines incorporated by reference in 02 NCAC 52J .0401.

History Note: Authority G.S. 19A-24;
Eff. March 23, 2009.

02 NCAC 52J .0703 METHODS AND STANDARDS

Methods of euthanasia used by a certified facility under an extraordinary circumstance or situation must be approved by the American Veterinary Medical Association, the Humane Society of the United States or the American Humane Association for use on that species of animal and must conform to standards set forth by that organization.

History Note: Authority G.S. 19A-24;
Eff. March 23, 2009.

02 NCAC 52J .0704 TECHNICIAN NOT REQUIRED

If an extraordinary circumstance or situation occurs and euthanasia is necessary, the person performing the euthanasia is not required to be a Certified Euthanasia Technician at a certified facility.

History Note: Authority G.S. 19A-24;
Eff. March 23, 2009.

02 NCAC 52J .0705 REPORTS

A licensee or registrant shall prepare a report of any euthanasia performed under extraordinary circumstances or situations, and keep the report on file for at least two years. The report shall include the date, time, identification of the animal, the name of the person performing the final euthanasia, the method of euthanasia and the reason for euthanasia of the animal as permitted by this Section.

History Note: Authority G.S. 19A-24;
Eff. March 23, 2009.

SECTION .0800 – POLICY AND PROCEDURE MANUAL

02 NCAC 52J .0801 MANUAL REQUIRED

Any animal shelter performing euthanasia shall have a current policy and procedure manual about euthanasia.

History Note: Authority G.S. 19A-24;

Eff. March 23, 2009.

02 NCAC 52J .0802 CONTENTS

The policy and procedure manual shall set forth the shelter's equipment, process, and the procedures for individual separation of animals.

*History Note: Authority G.S. 19A-24;
Eff. March 23, 2009.*

02 NCAC 52J .0803 ADDITIONAL CONTENTS

A certified facility's policy and procedure manual shall be kept consistent with the publications listed below and reflect the current information for each. The manual shall include:

- (1) A copy of the current North Carolina Animal Welfare Act and the rules in this Subchapter;
- (2) A copy of the 2000 Report of the American Veterinary Medical Association Panel on Euthanasia and any future revisions, replacements, supplements or changes thereto issued by that organization;
- (3) A current copy of the Euthanasia Training Manual of the Humane Society of the United States;
- (4) A copy of the publication on euthanasia by the American Humane Association;
- (5) A list of methods of euthanasia allowed at the shelter and the policy and procedures for each method;
- (6) A list of Certified Euthanasia Technicians, the methods of euthanasia in which they have received training, and the date of training;
- (7) The name, address and contact information for the veterinarian responsible for the Annual Program of Veterinary Care;
- (8) The name, address and contact information for veterinarians responsible for the veterinary medical care of the animals. The contact information shall include telephone numbers for working hours, weekends, nights and holidays;
- (9) Euthanasia procedure to use in emergencies, after hours, holidays and weekends;
- (10) Procedures to follow if no Certified Euthanasia Technician is present and euthanasia of an animal is necessary;
- (11) Methods of verifying death of an animal after a euthanasia process is performed;
- (12) The name and contact information of the supplier of materials. It shall include:
 - (a) Bottled gas (if applicable);
 - (b) Manufacturer of the chamber used to euthanize animals by inhalant gas (if applicable);
 - (c) Injectable euthanasia solution;
 - (d) Tranquilizer or anesthetic solution;
- (13) Original of U.S. Drug Enforcement Administration certification permitting the use of controlled substances;
- (14) A material safety data sheet for any chemical or gas used for euthanasia in that shelter;
- (15) A material safety data sheet for any anesthetic or tranquilizer used in that facility;
- (16) Notice of the signs and symptoms associated with human exposure to the agents used for euthanasia at the facility;
- (17) First aid for people accidentally exposed to the agents used for euthanasia at the facility; and
- (18) Contact information of the physician or medical facility providing medical treatment to employees of the facility. The information shall include the name of the medical facility, the telephone number for both working and after-hours contact and directions to the medical facility from the certified facility including a map. If the medical facility does not provide service after-hours, on weekends or on holidays, there must be contact information as described in this item for the nearest medical facility, urgent care clinic or emergency room that does provide care during that time.

*History Note: Authority G.S. 19A-24;
Eff. March 23, 2009.*



C-8

David Scarborough

From: Vic Thompson <vic.thompson48@yahoo.com>
Sent: Tuesday, May 24, 2022 9:11 AM
To: David Scarborough
Subject: [External] Fw: StRAP Stream Debris Removal Allocation for Bertie SWCD
Attachments: StRAP SOW Revision Form v1.xlsx

CAUTION: External email. Do not click links or open attachments unless you verify. Send all suspicious email as an attachment to [Report Spam](#).

----- Forwarded Message -----

From: Williams, David <david.b.williams@ncagr.gov>
To: vic.thompson48@yahoo.com <vic.thompson48@yahoo.com>
Cc: Pare, Eric <eric.pare@ncagr.gov>; Cox, Vernon N <vernon.cox@ncagr.gov>; Trimnal, Maegan L <maegan.trimnal@ncagr.gov>; Reichert, Heather <heather.reichert@ncagr.gov>; Blount Knowles (blountknowles@gmail.com) <blountknowles@gmail.com>
Sent: Monday, May 23, 2022, 06:34:28 PM EDT
Subject: StRAP Stream Debris Removal Allocation for Bertie SWCD

Vic,

Last week the Soil and Water Conservation Commission approved an allocation of funds to 111 applicants for the Streamflow Rehabilitation Assistance Program (StRAP). I am pleased to notify you that Bertie SWCD has been allocated **\$153,000** to conduct vegetative debris removal activities in the stream reaches that you proposed in Section B1 on your StRAP application. The Division has received nearly \$312 million in requests for assistance from 125 eligible applicants, but has only \$36.1 million available to allocate. Therefore, the Commission is only allocating stream debris removal funds to address its top priority: removal of vegetative debris. We are only able to allocate funds to cover a portion of the amount requested for most applicants. The unfunded portion of your application will remain active for consideration to award additional funds in [future batching periods](#) should additional funds become available.

The Commission established an additional milestone to be included in the contract with each grantee. **Each grantee must submit a report on or before February 28, 2023 demonstrating that at least fifty percent (50%) of the granted funds have been committed to contracts (i.e. encumbered) with vendors. The failure of a grantee to meet this condition may subject the grantee's remaining unencumbered funds to reversion and reallocation by the Commission.**

Please respond to confirm that you intend to proceed with doing vegetative debris removal for the segments included in Section B1 of your original application. If you need to propose a change to the Scope of Work, please complete and return the attached SOW Revision Form indicating your proposed changes. Once we receive your confirmation or revised Scope of Work, the Department of Agriculture will prepare and send to you a contract to complete the debris removal work specified in the scope of work. You will have 60 days to get the appropriate signatures on the contract and additional supporting documents and return it to the attention of Heather Reichert. We will then obtain signatures from authorized officials in the Department and return the fully executed contract to you. Please note, you may not begin work on debris removal activities prior to the date the contract is fully executed.

The Division encourages local sponsors to use an evidence-based approach, utilizing onsite surveys and publicly available geographic information system data from sources such as the Flood Inundation Mapping and Alert Network ([FIMAN](#)) or Flood Risk Information System ([FRIS](#)) to guide prioritization of awarded funds. These tools can be used to generally assess regional hydrologic conditions and better determine whether flooding is likely due to debris blockages versus the potential influence of downstream backwater effects due to wind, saturated soils or close proximity to downstream rivers or estuaries.

Please note that it will be the District's responsibility to obtain all required permits, approvals, and access authority.

You will also likely receive communication from Ms. Heather Reichert who will be coordinating the contracting for your project. Heather can be reached at 919-707-3768 or Heather.Reichert@ncagr.gov. If you have questions, please feel free to contact me at the contact information shown below or Ms. Reichert.

We look forward to your response and to working with your to implement this important project. Please let me know if you have questions or need assistance.

Thank you, and Congratulations!

David B. Williams, Deputy Director
NC Division of Soil and Water Conservation
1614 Mail Service Center
Raleigh, NC 27699-1614
Office: 919-707-3772
Mobile: 919-280-7196
www.ncagr.gov/swc/

E-mail correspondence to and from this address may be subject to the North Carolina Public Records Law and may be disclosed to third parties.

Streamflow Rehabilitation Assistance Program Scope of Work v.1

Applicant Name:		
Payee Name		Payee Tax ID

STREAM DEBRIS REMOVAL Revised Scope of Work (Insert Additional Lines as Needed)

	Stream/Drainage Channel Name	Linear Feet of Channel Proposed for Repair	Description of Damage	Planned Repair and Removal from Floodplain	Number of Known Beaver Dams	Estimated Cost to Repair
A	Chinkapin Swamp Main Tributary	6000	Vegetative Debris growth and beaver dams, resulting in road, yard and home flooding in many areas of the Long Branch community.	Debris Removal and Beaver Management - ditch clean out of vegetative debris in main tributary, using heavy equipment to mulch onsite and/or remove woody vegetation from flood plain, beaver dams removal using BMAP program.	4	108000
B	Lateral 1 off Main Tributary	1900	Vegetative Debris growth and beaver dams, resulting in road, yard and home flooding in many areas of the Long Branch community.	Debris Removal and Beaver Management - ditch clean out of vegetative debris in main tributary, using heavy equipment to mulch onsite and/or remove woody vegetation from flood plain, beaver dams removal if additional dams located using BMAP program.	0	34200
C	Lateral 2 off Lateral 1	600	Vegetative Debris growth and beaver dams, resulting in road, yard and home flooding in many areas of the Long Branch community.	Debris Removal and Beaver Management - ditch clean out of vegetative debris in main tributary, using heavy equipment to mulch onsite and/or remove woody vegetation from flood plain, beaver dams removal if additional dams located using BMAP program.	0	10800
D						
TOTALS:		8500			4	153000

Project Timeline

	Time Period	Milestones
A	July - Sept 2022	Development and advertising of RFP, Selection of Vendor, Finalize Construction Contract
B	Oct - Dec 2022	Construction and repair of main tributary and laterals as per scope of work
C	Jan - Mar 2023	Completion of project to include clean up, inspection, and requesting reimbursements.
D	Apr - June 2023	
E	July - Sept 2023	
F	Oct - Dec 2023	
G	Jan - Mar 2024	
H	Apr - June 2024	
I	July - Sept 2024	
J	Oct-Dec 2024	



C-9

**Joint Cooperation Agreement for Establishment of
The Choanoke Area Housing Consortium**

Under the Federal HOME Investment Partnerships Program

(Authority: G.S. 160A-460 et seq., 42 USC §§12741 et seq. and 24 CFR §§92.1 et seq.)

THIS AGREEMENT (Agreement), entered into this _____ day of _____ 2022, by and between the following geographically contiguous units of local government: Halifax County (the "Lead Entity"), Bertie County, Hertford County, Martin County, Northampton County, the City of Roanoke Rapids, and the Towns of Enfield, Halifax, Hobgood, Littleton, Scotland Neck, Weldon, Aulander, Askewville, Colerain, Kelford, Lewiston-Woodville, Powellsville, Roxobel, Windsor, Ahoskie, Cofield, Como, Harrellsville, Murfreesboro, Winton, Bear Grass, Everetts, Hamilton, Hassell, Jamesville, Oak City, Parmele, Robersonville, Williamston, Conway, Garysburg, Gaston, Jackson, Lasker, Rich Square, Severn and Woodland (the Cooperating Units), collectively, the Parties, or individually, a Party;

WITNESSETH:

WHEREAS, the Parties are units of local government for purposes of various statutory authorizations under Chapter 160D, Article 13, Part 2, and Chapter 160A, Article 20, Part 1 of the North Carolina General Statutes;

WHEREAS, pursuant to Chapter 160D, Article 13, Part 2 of the North Carolina General Statutes, the Parties are authorized to engage in various programs of housing assistance for low- and moderate-income persons;

WHEREAS, pursuant to G.S. 153A-149(c)(15b), counties are authorized to levy and expend property taxes to undertake programs for low- and moderate-income persons as provided in G.S. 160D-1316;

WHEREAS, pursuant to G.S. 160A-209 (c) municipalities are authorized to levy and expend property taxes to undertake housing projects as defined in G.S. 157-3(12) and urban homesteading programs under G.S. 160D-1314;

WHEREAS, pursuant to Chapter 160A, Article 20, Part 1 of the North Carolina General Statutes, the Parties may enter into a contract or agreement with each other to jointly exercise any power, function, public enterprise, right, privilege, or immunity;

WHEREAS, under certain provisions of the Cranston-Gonzalez National Affordable Housing Act of 1990 (specifically 42 USC §12746 and 24 CFR §92.101) geographically contiguous units of general local government may enter into a cooperation agreement and form a consortium to undertake or assist in undertaking affordable housing programs pursuant to the HOME Investment Partnerships Program;

WHEREAS, the Parties now desire to enter into a cooperation agreement to form a consortium to undertake or assist in undertaking affordable housing programs pursuant to the HOME Program;

NOW, THEREFORE, in consideration of the premises and the mutual benefits to be derived from participation in the HOME Investment Partnerships Program, the Parties mutually agree as follows:

1. Establishment of Consortium; Purpose. The Parties hereby establish the Choanoke Area Housing Consortium (the Consortium) as a joint agency, pursuant to G.S. 160A-462, 42 USC §12746 and 24 CFR §92.101, for the purpose of addressing safe, affordable and standard housing needs in the Consortium's geographically contiguous area.

2. Participation Threshold Amount. Under 24 CFR § 92.50, it is anticipated that the Consortium will have a HOME Program annual funding formula allocation of \$733,000.00, which is less than the \$750,000.00 formula allocation required under 24 CFR §92.102. Accordingly, for the first year of funding only, the five counties that are Parties to this Agreement will fund the actual shortfall for the first year of funding. Each county Party will provide one-fifth of the actual first-year shortfall. In subsequent years no funding of a shortfall will be required.

3. Designation of Lead Entity. Pursuant to 24 CFR §§ 92.101(2)(ii), Halifax County is designated as the Lead Entity to act in a representative capacity for the Consortium.

4. Duties and Responsibilities of Lead Entity. As the Lead Entity, Halifax County will assume overall responsibility for ensuring that the Consortium's Home Program is carried out in compliance with the requirements 24 CFR Part 92 (the federal regulations related to the HOME Investment Partnership Program) and all other applicable federal, state and local laws, regulations and ordinances, and all requirements of this Agreement and the Consortium's Consolidated Plan. The Lead Entity will provide policy direction for the operations of the Consortium and provide an Annual Report summarizing the status and accomplishments of the Consortium to the Governing Body of each member. The Lead Entity shall establish policy and administrative arrangements to carry out the functions of the Consortium including, but not limited to, approving proposals for funding submitted by the Consortium, distributing funds awarded to the Consortium and recommending contracts for carrying out the functions of the Consortium. With respect to the financial and legal obligations undertaken by the Lead Entity with the Department of Housing and Urban Development (HUD), no action shall be taken by the Consortium regarding projects that have not been approved or released without the concurrence of the Lead Entity.

5. Creation of an Advisory Board. The Lead Entity will create and develop bylaws for an advisory board to be known as the Choanoke Area Housing Consortium Board (the Board) comprised of one member from each jurisdiction in the Consortium. The general function of the Board will be to determine funding allocations from time to time consistent with the Annual Action Plan, together with such other duties as may be required, necessary or advisable under the rules and regulations governing the HOME Program.

6. Matching Contribution Requirement. Pursuant to 24 CFR, Subsections 92.218 through 92.222, each Party shall be responsible for providing the matching contribution required for any HOME Program federal funds allocated for its jurisdiction. No Party shall refuse to provide the matching contribution required for its projects for the period of time that the participation of that Party is required in the Consortium by HUD regulations and this Agreement. Any Party failing to provide the required matching contribution shall, upon demand, immediately reimburse the Lead Entity for all expenses incurred by the Lead Entity due to the failure of that Party to provide the matching contribution. Matching contributions will not be required when the Party does not have a project within its jurisdiction.

7. Authorization to Receive Funds; General Authorizations. The Cooperating Units hereby authorize the Lead Entity to submit, request and receive HOME Investment Partnerships Program funding from the United States Department of Housing and Urban Development on behalf of the Consortium and, except as otherwise provided in this Agreement, to generally act on behalf of the Consortium with regarding all matters pertaining to the HOME Investment Partnerships Program.

8. Program Administration; Fiscal Control. The Cooperating Units hereby authorize the Lead Entity to establish a local HOME Investment Trust Fund for receipt of HOME Program funds and repayments as required by 24 CFR, Part 92, Subpart K, and subject to the provisions of the North Carolina Local Government Budget and Fiscal Control Act not inconsistent therewith.

9. Cooperation. The Lead Entity and Cooperating Units shall cooperate in the implementation of the HOME Program and shall cooperate in the preparation of the Consolidated Plan by providing requested information to the Lead Entity in a timely manner.

10. Allocation of Funding. The Parties shall be entitled to an amount of funding to carry out activities as determined by the HOME Consortium Board by vote and as recommended in the Annual Action Plan. Each Party shall be responsible for meeting its respective matching fund requirements. If any Party, after receiving an allocation of funding, fails to commence or complete its funded project, such funding or remaining funding shall be reallocated by the Consortium to another Party that has made a request for funding.

11. Compliance With Federal Uniform Guidance; State Law. Notwithstanding anything herein to the contrary, any Party receiving the benefit of Program Funding shall be for a specific project in that Party's jurisdiction shall be responsible for compliance with all applicable grant requirements, including applicable provisions of 2 CFR, Part 200 (Uniform Guidance), and all state laws related to the procurement of survey, architectural, engineering, construction or other services, and the purchase of goods and materials related to that Party's project.

12. Set Aside for CHDOs. The Parties agree that at least fifteen percent (15%) of all HOME Program funds received will be subcontracted for projects administered by qualified Community Housing Development Organizations (CHDOs), as required under 24 CFR, Part 92, Subpart G.

13. Reallocation of Funding. The Lead Entity shall have the right to reallocate HOME Program funding to the Consortium to be used by other Parties when a Party is unable to use the funding due to lack of eligible projects or ability to make matching contributions. A schedule for reallocation shall be determined by the Lead Entity to allow HOME Program funding to be used by the Consortium before reallocation by the United States Department of Housing and Urban Development to jurisdictions outside the Consortium. The reallocation of funds under this paragraph shall be consistent with the Consortium's approved Consolidated Plan.

14. Program Income; Repayments. With reference to any program income and repayments generated from the HOME Program funded projects, Federal regulations shall govern placement of program income generated from HOME funds and repayments into the local trust fund. The Lead Entity shall, if requested and to the extent possible, separately account for program income and repayments on the Cooperating Unit's projects. Program income and repayments on projects shall only be available to the Cooperating Unit for use on activities which are consistent with the HOME Investment Partnerships Program and the approved Consolidated Plan. In the event that the U.S. Department of Housing and Urban Development determines that a refund of funds is required because of the failure of a funded Party to meet the objectives or administrative requirements in carrying out HOME Program activities, the failing Party shall repay those funds.

15. Fair Housing. The Parties, individually and as members of the Consortium, shall affirmatively further fair housing.

16. Alleviation of Housing Problems. The Parties agree that the Consortium shall direct its activities for the alleviation of housing problems in the State of North Carolina.

17. Indemnification. As to the activities contemplated under this Agreement, each Party agrees to be responsible and assume the risk of liability for its own wrongful and/or negligent acts or omissions, or those of its officers, agents, or employees to the extent that liability exists, and will indemnify, defend, save and hold harmless the other Parties against claims of injury to persons or property resulting from the intentional misconduct or negligence of their respective officers or employees, including cost and reasonable attorneys' fees associated with defending such claims. This section shall not be construed as waiving any defense or limitation which either party may have against any claim or cause of action by any person not a Party to this Agreement. A Cooperating Unit shall not be held harmless for liability that may result from failure to provide proper accounting or otherwise comply with state and federal laws and regulations. The Cooperating Units shall immediately reimburse the Lead Entity in full for any and all expense for which the Lead Entity may become responsible in its role as Lead Entity. To the extent that such expense is incurred by the acts or omissions of a Cooperating Unit, that Cooperating Unit shall make such reimbursement in full.

18. Term of Agreement; Automatic Renewal; Notice. The Parties agree to remain in the Consortium at least through September 30, 2025, which is the Initial Term of this Agreement and the initial qualification period of three successive Federal fiscal years. Thereafter, the Parties agree that this Agreement shall automatically renew for successive qualification periods of three Federal fiscal years, provided, the Lead Entity shall give written notice to each Cooperating Unit

of the right to elect not to continue participation for a new qualification period, such written notice to be given not less than 150 days prior to the expiration of the then current qualification period, and to be exercised by not less than 120 days prior to that date. Notwithstanding the foregoing, each Party shall continue to participate in the Consortium to the extent required by HUD regulations or other applicable law. The obligations of each of the Parties as set forth herein and as required by HUD regulations and other applicable law shall remain effective for the duration of any responsibility of the Consortium or Lead Entity to HUD.

19. *[Intentionally omitted.]*

20. Consolidated Program Year. The program year start date for the Consortium shall be July 1, 2023. In accordance with 24 CFR Part 91, Subpart E, The Parties agree to have the same program year for Community Development Block Grant (CDBG), Home Investment Partnership Program (HOME), Emergency Shelter Grants (ESG) and Housing Opportunities for Persons with AIDS (HOPWA).

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

22. Severability. Should any part of the Agreement be determined by a court of competent jurisdiction to be invalid, illegal or against public policy, said offending section shall be void and of no effect, and shall not render any other section herein, nor this Agreement as a whole, invalid. Those rights and obligations under this Agreement, which by their nature should survive, shall remain in effect after termination, suspension or expiration hereof.

23. Entire Agreement; Amendments. This document encompasses the entire Agreement of the Parties. No understanding or amendment, addendum, or addition to this Agreement shall be effective unless adopted in the same manner prescribed for the adoption of this Agreement under Article 20, Chapter 160A of the North Carolina General Statutes.

24. Execution; Counterparts. Each of the Parties acknowledges that this Agreement shall be adopted by resolution of its governing board as required under Article 20, Chapter 160A of the N.C. General Statutes, and pre-audited by its Finance Officer at or prior to such execution. This Agreement shall be deemed adopted upon the date of execution by the last authorized representative. Each Party shall sign a separate signature page which will constitute valid execution. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement whether presented as an original (“wet”) signature, photocopy, facsimile or digitally transmitted by electronic mail, and all of which, when taken together, shall be deemed to constitute one and the same binding Agreement.

IN WITNESS WHEREOF, each the Party has adopted a resolution authorizing the execution of this Agreement and thereby caused this Agreement to be *pre-audited* by its Finance Officer, executed by its presiding officer (Board Chairman or Mayor), and attested by its Clerk on the date indicated below the signature of its presiding officer as indicated.

Signature Page for Bertie County

Joint Cooperation Agreement for Establishment of
The Choanoke Area Housing Consortium

BERTIE COUNTY

By: _____
Chairman, Board of Commissioners

Date: _____

Attest:

Clerk to the Board

[Seal]

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

By: _____
Finance Officer

Resolution for Adoption of a Joint Cooperation Agreement for the Establishment of
the Choanoke Area Housing Consortium
Under the Federal HOME Investment Partnerships Program

WHEREAS, pursuant to Chapter 160D, Article 13, Part 2 of the North Carolina General Statutes, counties and municipalities are authorized to engage in various programs of housing assistance for low- and moderate-income persons;

WHEREAS, pursuant to Chapter 160A, Article 20, Part 1 of the North Carolina General Statutes, the units of local government may enter into a contract or agreement with each other to jointly exercise any power, function, public enterprise, right, privilege, or immunity;

WHEREAS, under certain provisions of the Cranston-Gonzalez National Affordable Housing Act of 1990 (specifically 42 USC §12746 and 24 CFR §92.101) geographically contiguous units of general local government may enter into a cooperation agreement and form a consortium to undertake or assist in undertaking affordable housing programs pursuant to the HOME Investment Partnerships Program;

WHEREAS, the undersigned units of local government desire to enter into a cooperation agreement to form a consortium to undertake or assist in undertaking affordable housing programs pursuant to the HOME Investment Partnerships Program;

WHEREAS, the undersigned units of local government propose to enter into that certain “Joint Cooperation Agreement for Establishment of the Choanoke Area Housing Consortium Under the Federal HOME Investment Partnerships Program,” a copy of which was presented to the governing board of each unit during a regular meeting prior to the adoption of this resolution;

NOW, THEREFORE, BE IT RESOLVED that pursuant to G.S. 160A-461 each of the undersigned units of local government does hereby ratify and authorize the execution of the aforementioned interlocal agreement.

This space is intentionally blank.

Separate signature pages evidencing the adoption of this resolution by each of the participating units of local government follow.

Signature Page for Bertie County

Resolution for Ratification of Joint Cooperation Agreement
for Establishment of the Choanoke Area Housing Consortium

Adopted on the _____ day of _____, 2022.

BERTIE COUNTY

By: _____
Chairman, Board of Commissioners

Attest:

Clerk to the Board

[Seal]



C-10

BUDGET AMENDMENT

		# 22-09		
		INCREASE		
12-0025-4586-45	\$	312,894	PAN LIEAP	12-5380-5412-50
				\$ 312,894
LOW-INCOME ENERGY ASSISTANCE PROGRAM (LIEAP) AUTH # 4				
		INCREASE		
10-0011-4111-30	\$	1,000		10-4140-5399-01
				\$ 1,000
INCREASE BUD FOR CONTRACT SERVICES - AUDITS TO PAY COUNTY TAX SERVICE (CTS)				
		INCREASE		
10-6100-5695-20	\$	8,021		12-5380-5399-94
10-0025-4585-04	\$	8,021		12-0025-4531-10
				\$ 8,021
REALLOCATE FUNDS FROM WF EMPLOYMENT TO RGP				
EMAIL WITH CPTA				
		INCREASE		
12-5380-5399-95	\$	10,000		10-5860-5399-95
12-0025-4586-03	\$	10,000		10-0025-4586-03
				\$ 10,000
REALLOCATE E&D FUNDS FROM COA TO DSS				
		INCREASE		
10-0025-4517-00	\$	10,000		10-4330-5425-00
				\$ 10,000
TO SETUP BUDGET - ARHS COMMUNITY LINKAGES TO CARE GRANT				
		INCREASE		
10-0025-4550-00	\$	2,000		10-4180-5411-75
				\$ 2,000
TO SETUP BUDGET FOR REGISTER OF DEEDS GRANT				
		INCREASE		
10-0018-4233-06	\$	96,000		10-6100-5694-98
				\$ 96,000
INC BUDGET FOR 1/4 CENT SALES TAX (REVENUE/EXPENSE)				
		INCREASE		
10-0025-4433-21	\$	11,068		10-4330-5399-73
				\$ 11,068
SETUP BUDGET FOR EMPG-ARPA GRANT TO EMERGENCY MANAGEMENT				
		INCREASE		
10-0030-4480-00	\$	176,022		10-9800-5980-51
10-0030-4480-01	\$	53,308		
				\$ 229,330
INC REV TO SUPPORT EMS SALARIES APPROVED IN NOVEMBER				
		INCREASE		
10-9800-5980-51	\$	70,670		10-4340-5121-00
				\$ 40,670
				\$ 30,000
SETUP ANIMAL SHELTER (ARP - REALLOCATION OF EMS/NETS FUNDS)				
		INCREASE		
10-4140-5510-00	\$	110,000		10-4335-5126-00
				\$ 20,000
				\$ 7,000
				\$ 61,000
				\$ 10,000
				\$ 12,000
SETUP TAX SOFTWARE PAYMENT - YEAR 2/3 (ARP - REALLOCATION OF EMS/NETS FUNDS)				
APPROVED		_ / _ /2022	Page 1	

BUDGET AMENDMENT

		# 22-09	
	INCREASE		INCREASE
12-0025-4586-45	\$ 312,894	PAN LIEAP	12-5380-5412-50
LOW-INCOME ENERGY ASSISTANCE PROGRAM (LIEAP) AUTH # 4			\$ 312,894

Melissa Surgeon

From: dssterminalmessage-bounces@lists.ncmail.net on behalf of dssterminalmessage@lists.ncmail.net
Sent: Monday, May 2, 2022 4:00 PM
To: DHHS.dssterminalmessage
Subject: Re: [dssterminalmessage] LIEAP Funding Authorizations (Listserv #2022-73)
Attachments: 2022-73a1.xlsx

DO NOT REPLY TO THIS LISTSERV MESSAGE

TO: County Directors of Social Services
Energy Managers and Supervisors

FROM: Carla L. West, Senior Director of Economic Security
Economic and Family Services

RE: LIEAP Funding Authorizations
(Listserv Message #2022-73)

The LIEAP funding reallocation for the LIEAP Supplement has been verified and keyed into the NC FAST system. The funding authorization will be posted to the website and is attached for your convenience.

It was necessary to reallocate funds from counties that had a surplus of their original allocation after the LIEAP program ended. The amounts in red are the amounts that were removed from those counties that had a surplus. The amounts in black are the funds that were reallocated to those counties that needed an additional amount above their original allocation to meet the one-time supplement payment. Once NC FAST has run the batch process to generate the payments, a communication will be issued letting the county know when the report is available in NC FAST for issuing checks.

If you have any questions, please contact Jasmyne Simmons via email at Jasmyne.Simmons@dhhs.nc.gov

CLW/js

Email correspondence to and from this address is subject to the North Carolina Public Records Law and may be disclosed to third parties by an authorized State official. Unauthorized disclosure of juvenile, health, legally privileged, or otherwise confidential information, including confidential information relating to an ongoing State procurement effort, is prohibited by law. If you have received this email in error, please notify the sender immediately and delete all records of this email.

DIVISION OF SOCIAL SERVICES

FUNDING SOURCE: LIEAP

EFFECTIVE DATE: 12/1/2021

AUTHORIZATION NUMBER: 4

ALLOCATION PERIOD

FROM DECEMBER 2021 THRU MAY 2022 SERVICE MONTHS

FROM JANUARY 2022 THRU JUNE 2022 PAYMENT MONTHS

Co. No.	COUNTY	Federal
01	ALAMANCE	68,308
02	ALEXANDER	48,947
03	ALLEGHANY	104,148
04	ANSON	450,303
05	ASHE	314,659
06	AVERY	112,681
07	BEAUFORT	392,581
08	BERTIE	312,894
09	BLADEN	231,381
10	BRUNSWICK	376,835
11	BUNCOMBE	(201,602)
12	BURKE	50,192
13	CABARRUS	(368,397)
14	CALDWELL	452,268
15	CAMDEN	(5,537)
16	CARTERET	94,909
17	CASWELL	140,867
18	CATAWBA	(630,221)
19	CHATHAM	81,766
20	CHEROKEE	14,331
21	CHOWAN	121,016
22	CLAY	81,107
23	CLEVELAND	(64,465)
24	COLUMBUS	417,909
25	CRAVEN	(113,337)
26	CUMBERLAND	(659,769)
27	CURRITUCK	(18,382)
28	DARE	(13,052)
29	DAVIDSON	(704,742)
30	DAVIE	(49,934)
31	DUPLIN	89,498
32	DURHAM	(1,190,901)
33	EDGECOMBE	386,626
34	FORSYTH	22,722
35	FRANKLIN	148,818
36	GASTON	(445,211)
37	GATES	36,264
38	GRAHAM	44,853
39	GRANVILLE	(36,649)
40	GREENE	127,345
41	GUILFORD	(1,708,348)
42	HALIFAX	941,952
43	HARNETT	(252,629)
44	HAYWOOD	144,968
45	HENDERSON	(89,869)
46	HERTFORD	216,047
47	HOKE	(135,700)
48	HYDE	69,123

49	IREDELL	35,091
50	JACKSON	(113,264)
51	JOHNSTON	(405,170)
52	JONES	63,491
53	LEE	(183,415)
54	LENOIR	38,745
55	LINCOLN	(13,086)
56	MACON	54,872
57	MADISON	79,953
58	MARTIN	113,544
59	MCDOWELL	208,166
60	MECKLENBURG	(1,072,237)
61	MITCHELL	113,372
62	MONTGOMERY	45,682
63	MOORE	17,912
64	NASH	214,260
65	NEW HANOVER	46,250
66	NORTHAMPTON	175,552
67	ONSLow	(22,294)
68	ORANGE	(152,182)
69	PAMLICO	33,655
70	PASQUOTANK	144,221
71	PENDER	174,479
72	PERQUIMANS	115,958
73	PERSON	98,216
74	PITT	325,594
75	POLK	21,972
76	RANDOLPH	(158,887)
77	RICHMOND	359,571
78	ROBESON	(1,252,096)
79	ROCKINGHAM	399,928
80	ROWAN	(16,949)
81	RUTHERFORD	287,099
82	SAMPSON	342,129
83	SCOTLAND	131,623
84	STANLY	210,759
85	STOKES	60,866
86	SURRY	396,395
87	SWAIN	1,324
88	TRANSYLVANIA	59,572
89	TYRRELL	35,413
90	UNION	(463,643)
91	VANCE	768,346
92	WAKE	(1,466,818)
93	WARREN	176,123
94	WASHINGTON	122,865
95	WATAUGA	(166,871)
96	WAYNE	(11,916)
97	WILKES	358,047
98	WILSON	136,881
99	YADKIN	(89,191)
100	YANCEY	213,518
	Total	(0.00)

BUDGET AMENDMENT

		# 22-09		
		INCREASE		INCREASE
10-0011-4111-30	\$	1,000	10-4140-5399-01	\$ 1,000
INCREASE BUD FOR CONTRACT SERVICES - AUDITS TO PAY COUNTY TAX SERVICE (CTS)				

William Roberson

From: Jodie Rhea
Sent: Tuesday, May 3, 2022 2:44 PM
To: William Roberson
Subject: CTS

I've got an invoice from CTS for \$1,000.00

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

BUDGET AMENDMENT

		# 22-09			
		INCREASE			
			DECREASE		
10-6100-5695-20	\$	8,021	12-5380-5399-94	\$	8,021
10-0025-4585-04	\$	8,021	12-0025-4531-10	\$	8,021
REALLOCATE FUNDS FROM WF EMPLOYMENT TO RGP					
EMAIL WITH CPTA					

William Roberson

From: William Roberson
Sent: Wednesday, May 11, 2022 2:36 PM
To: Pam Perry
Subject: RE: [External]

The employment is \$8,021.00
I should be able to get you \$25,000.00 from E&D!

William Roberson
Finance Director
Bertie County
PO Box 530
106 Dundee St,
Windsor, NC 27983
(252)794-5360
(252)794-5327 Fax
William.roberson@bertie.nc.gov

From: Pam Perry <pperry@choanokepta.org>
Sent: Thursday, May 5, 2022 10:46 AM
To: William Roberson <william.roberson@bertie.nc.gov>
Subject: RE: [External]

CAUTION: External email. Do not click links or open attachments unless you verify. Send all suspicious email as an attachment to [Report Spam](#).

Good Morning!

Ok, please let me know as soon as you can once you check.

Thank you,

Pamela Perry, Executive Director
Choanoke Public Transportation Authority
P. O. Box 320, 505 N. Main Street
Rich Square, NC 27869
Tel: (252) 539-2022 Ext. 226
Fax: (252) 539-2533

Please visit our website [@choanokepta.org](http://choanokepta.org)

This email and any files transmitted with it are confidential and intended for the use of the individual or entity to which they are addressed. Opinions and views presented in this email are solely those of the author and do not necessarily represent those of Choanoke Public Transportation Authority. Email correspondence to and from this address may be subject to the North Carolina Public Records Laws and may be disclosed to third parties.

From: William Roberson <william.roberson@bertie.nc.gov>
Sent: Wednesday, May 04, 2022 2:50 PM
To: Pam Perry <pperry@choanokepta.org>
Subject: RE: [External]

I know we very seldom use the employment money, and based on rules you would have first choice of these funds. I would have to check with the departments to understand their usage on E&D.

From: Pam Perry <pperry@choanokepta.org>
Sent: Wednesday, May 4, 2022 2:46 PM
To: William Roberson <william.roberson@bertie.nc.gov>
Subject: [External]

CAUTION: External email. Do not click links or open attachments unless you verify. Send all suspicious email as an attachment to [Report Spam](#).

William,

Just checking to see if the ROAP Program has any funds available to transfer to RGP (this can be Employment or E&H Funds)?

I will have not have enough funds to carry me for the next 3 months?

Please let me know.

Thanks,

Pamela Perry, Executive Director
Choanoke Public Transportation Authority
P. O. Box 320, 505 N. Main Street
Rich Square, NC 27869
Tel: (252) 539-2022 Ext. 226
Fax: (252) 539-2533

Please visit our website [@choanokepta.org](http://choanokepta.org)

This email and any files transmitted with it are confidential and intended for the use of the individual or entity to which they are addressed. Opinions and views presented in this email are solely those of the author and do not necessarily represent those of Choanoke Public Transportation Authority. Email correspondence to and from this address may be subject to the North Carolina Public Records Laws and may be disclosed to third parties.

BUDGET AMENDMENT

# 22-09				
INCREASE		DECREASE		
12-5380-5399-95	\$	10,000	10-5860-5399-95	\$ 10,000
12-0025-4586-03	\$	10,000	10-0025-4586-03	\$ 10,000
REALLOCATE E&D FUNDS FROM COA TO DSS				

William Roberson

From: Venita Thompson
Sent: Friday, June 10, 2022 2:43 PM
To: William Roberson
Subject: EDTAP Funds

Hey William.

Please transfer \$10,000 of EDTAP Funds from Bertie Council on Aging (586000-539995) to DSS EDTAP Funds.

Thank you,

Venita C. Thompson, Director
Bertie County Council on Aging Senior Center
103 W. School Street
Windsor, North Carolina 27983
(252) 794-5315 (Office)
(252) 794-5351 (Fax)
venita.thompson@bertie.nc.gov


"The Bertie County Council on Aging Senior Center serves the senior population and caregivers with resources, activities, and advocacy that enhances the quality of life"


BUDGET AMENDMENT

		# 22-09	
	INCREASE		INCREASE
10-0025-4517-00	\$ 10,000	10-4330-5425-00	\$ 10,000
TO SETUP BUDGET - ARHS COMMUNITY LINKAGES TO CARE GRANT			

Albemarle Regional Health Services

Invoice Date	Invoice Number	Description	Invoice Amount
05/16/2022	4-8-22	OD CONTRACT PO# 20221443 Voucher -	\$10,000.00

 **Albemarle Regional Health Services**
 Post Office Box 189
 Elizabeth City, NC 27907-0189
 (252) 337-8933

This disbursement has been approved as required by the Local Government Budget and Fiscal Control Act.

 Margaret Bratton
 Interim Finance Officer
 66-18/530

Vendor Number: 4615
 Check Date: 05/27/2022
 Check Number: 173227
 VOID AFTER 90 DAYS
 \$10,000.00

Pay Ten Thousand Dollars and 00 Cents

To The Order Of BERTIE COUNTY

WELLS FARGO
CHARLOTTE, NC


 Margaret Bratton
 Interim Finance Officer MP


 Chairman of the Board of Health MP

⑈00173227⑈ ⑆053000219⑆ 2025230008240⑈

**AGREEMENT BETWEEN
ALBEMARLE REGIONAL HEALTH SERVICES
AND
BERTIE COUNTY**

This Agreement (the "Agreement") is entered into this 17th day of May, 2022 ("Effective Date"), by and between Albemarle Regional Health Services, a Public Health Department ("ARHS"), and Bertie County.

Background:

WHEREAS, ARHS provides public health services for eight counties in Northeastern North Carolina (Bertie, Camden, Chowan, Currituck, Gates, Hertford, Pasquotank, and Perquimans);

WHEREAS, from 2013 to 2016, the Region 9 Local Health Director Region saw a 125% increase in medication and drug overdose deaths by all intents, while the ARHS counties saw an increase of 121% (NC Center for Health Statistics, Vital Statistics Deaths, Injury and Violence Prevention Branch);

WHEREAS, the rate of unintentional overdose deaths from 2012 to 2016 for Region 9 is 9.7, while the ARHS counties range from 5.8 in Hertford County to 15.1 in Chowan County (NC Center for Health Statistics, Vital Statistics Deaths, Injury and Violence Prevention Branch);

WHEREAS, the rate of outpatient pills dispensed by county per resident in 2016 for NC was 66.5, Region 9 63.6, and ranged from 40.98 in Gates County to 82.9 in Bertie County (Opioid Dispensing, NC Division of Mental Health, Injury and Violence Prevention Branch);

WHEREAS, Bertie County Emergency Medical Services (EMS), Sheriff's Office and Police Department is available 24 hours a day, 7 days a week, and in many cases is the initial contact with individuals with substance use disorder; and

WHEREAS, ARHS was granted the **Community Linkages to Care Grant** to establish, in conjunction with regional partners, a Community Response Team that will bring together Mobile Crisis, Emergency Medical Service, Law Enforcement, and other community partners to provide substance use assistance to persons in need.

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

1. **Funds.** ARHS will issue \$10,000 to Bertie COUNTY upon execution of this agreement as a part of the Community Linkages to Care Grant. Funds may be transferred to departments based on participation in the program and county/ city/ town needs.
2. **No Assignment or Delegation.** Bertie COUNTY may not assign, or otherwise transfer your rights or delegate any of your obligations under this funding agreement.
3. **First Responder Community Response Team Assistance.** EMS and LE agree to serve as referral sources for the Community Response Team as outlined in the Community Response Team Standard Operating, and will work with ARHS, Mobile Crisis, and other community partners in the establishment of this program. EMS and LE will review existing data and submit deidentified data for the purpose of program development to inform decisions that will be made about program needs. Once this program is operational, and EMS and LE will provide referrals to the Community Response Team/ Mobile Crisis for entry into the

program. They will provide follow up on cases who are not yet ready for a referral and work to comply with the Community Response Team Standard Operating Guide which outlines both the EMS Post Overdose Response Team component and the Law Enforcement Assisted Diversion component. Data will also be shared regarding client intake, needs, and other information for tracking and program evaluation. This data shall be submitted to ARHS at least monthly. The Bertie COUNTY and response partners will assist with advertising and promoting the Community Response Team and will serve in the planning and response efforts.

4. Governing Law. This Agreement shall be interpreted, construed and governed according to the laws of the State of North Carolina notwithstanding its conflicts of law rules.

5. Section Headings. The section headings contained in this Agreement are for convenience only and shall in no manner be construed as a part of this Agreement.

6. Entire Agreement. This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof and there are no representations, inducements, promises, agreements, or undertakings, oral or written, between the parties with respect to the subject matter hereof, other than those set forth herein.

7. Privacy of Individually Identifiable Information. ARHS and Bertie COUNTY shall comply in all material respects with the standards for privacy of individually identifiable health information under federal and state law, including, but not limited to, HIPAA and NC Confidentiality Law. A business associate agreement will be required as an extension of this agreement.

IN WITNESS WHEREOF, the parties have hereunto caused their corporate names to be signed and corporate seal to be affixed by their duly authorized officers as of the day and date first set forth above.

BERTIE COUNTY

ALEMARLE REGIONAL HEALTH SERVICES

By: 
Name: John Vaughan II
Title: Bertie County Manager

By: 
Name: R. Battle Betts, Jr.
Title: Health Director



Albemarle Regional Health Services
 Post Office Box 189
 711 Roanoke Avenue
 Elizabeth City, NC 27907-0189
 Phone (252) 338-4400 Fax (252) 338 4449

Purchase Order

Fiscal Year 2022

Page 1 of 1



XXX
 ALBEMARLE REGIONAL HEALTH SERVICES
 POST OFFICE BOX 189
 711 ROANOKE AVENUE
 ELIZABETH CITY, NC 27907-0189

THIS NUMBER MUST APPEAR ON ALL INVOICES
 PACKAGES AND SHIPPING PAPERS
 Purchase Order # **20221443-00**

Delivery must be made within
 doors of specified destination.



BERTIE COUNTY
 PO BOX 630
 WINDSOR NC 27983



PASQUOTANK CO HEALTH DEPT
 711 ROANOKE AVENUE
 ELIZABETH CITY NC 27909

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference		
		20221805	ASHLEY		
Date Ordered	Vendor Number	Date Required	Department/Location		
04/08/2022	4615		FINANCE DEPARTMENT		
Item	Description/Part No.	Qty	UOM	Unit Price	Extended Price
1	OD CONTRACT 55624 - 521120		1.0 EACH	\$10,000.00	\$10,000.00
		\$10,000.00			

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

Shirley H. Midgett

VENDOR COPY

Total Ext. Price	\$10,000.00
PO Total	\$10,000.00

BUDGET AMENDMENT

		# 22-09		
		INCREASE		INCREASE
10-0025-4550-00	\$	2,000	10-4180-5411-75	\$ 2,000
TO SETUP BUDGET FOR REGISTER OF DEEDS GRANT				

William Roberson

From: OSC.nc.payment@osc.nc.gov
Sent: Wednesday, June 1, 2022 12:02 PM
Subject: NC E-Pay Remittance Advice

TO:
BERTIE COUNTY

PO BOX 530
WINDSOR NC 27983

RE:
Direct Deposit Notification

Within three business days, pending agency funding approval, your bank account will receive a direct deposit of \$2000.00 for payment number 03PT0010328423. It is your responsibility to confirm that this deposit was made and is available for your use.

These funds were paid by the following agency:
OFFICE OF THE GOVERNOR
TRADE ACCOUNTS PAYABLE
20320 MAIL SERVICE CENTER
RALEIGH, NC 27699-0320
Agency Contact Phone: 919-814-2000

Please direct all questions regarding this payment/deposit to the agency contact phone number listed directly above. This agency maintains information regarding your payment records. Any questions concerning payment amount and invoice information/documentation should be directed to the agency's Accounts Payable office and they will be happy to assist you with your inquiries PLEASE DO NOT REPLY TO THIS EMAIL. CONTACT THE PAYING AGENCY AT THE NUMBER LISTED ABOVE.

Invoice Number	Inv Date	Invoice Amount	Discount Amount	Net Amount
22-RD-2071RD1-01	05/27/22	\$2000.00	\$00.00	\$2000.00
FY 22 RD GRANT - BERTIE COUNTY				
TOTAL:		\$2000.00		

This notification was sent from the North Carolina Office of the State Controller. If this notification has been sent in error, please contact the agency listed above to make corrections.

E-mail correspondence to and from this address may be subject to the North Carolina Public Records Law and may be disclosed to third parties by an authorized state official.

Email correspondence to and from this address may be subject to the North Carolina Public Records Law and may be disclosed to third parties by an authorized state official.

BUDGET AMENDMENT

		# 22-09		
		INCREASE		INCREASE
10-0018-4233-06	\$	96,000	10-6100-5694-98	\$ 96,000
INC BUDGET FOR 1/4 CENT SALES TAX (REVENUE/EXPENSE)				

21-22 SALES TAX DISTRIBUTION

ARTICLE	39	40	42	44	44*524	46	TOTAL
August-21	\$ 35,320.76	\$ 126,886.37	\$ 48,395.05	\$ -	\$ 72,150.32	\$ 24,466.52	\$ 307,219.02
September-21	\$ 43,499.28	\$ 108,106.70	\$ 47,678.65	\$ -	\$ 71,409.27	\$ 25,236.97	\$ 295,930.87
October-21	\$ 36,837.37	\$ 107,883.90	\$ 44,643.10	\$ -	\$ 71,409.27	\$ 27,783.06	\$ 288,556.70
November-21	\$ 46,755.73	\$ 107,360.90	\$ 49,279.72	\$ -	\$ 71,409.27	\$ 25,680.34	\$ 300,485.96
December-21	\$ 25,112.96	\$ 115,407.71	\$ 41,209.25	\$ -	\$ 71,455.14	\$ 20,067.81	\$ 273,252.87
January-22	\$ 50,476.52	\$ 129,874.90	\$ 56,172.15	\$ -	\$ 71,455.14	\$ 29,409.84	\$ 337,388.55
February-22	\$ 45,023.32	\$ 98,414.45	\$ 46,696.79	\$ -	\$ 71,455.14	\$ 23,530.12	\$ 285,119.82
March-22	\$ 48,121.50	\$ 95,810.35	\$ 46,976.40	\$ -	\$ 71,455.14	\$ 24,772.52	\$ 287,135.91
April-22	\$ 53,676.53	\$ 124,178.41	\$ 56,396.78	\$ -	\$ 71,455.14	\$ 29,242.64	\$ 334,949.50
May-22	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
June-22	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
July-22	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 384,823.97	\$ 1,013,923.69	\$ 437,447.89	\$ -	\$ 643,653.83	\$ 230,189.82	\$ 2,710,039.20
						PROJECT	
						\$ 306,919.76	

BUDGET AMENDMENT

		# 22-09		
		INCREASE		INCREASE
10-0025-4433-21	\$	11,068	10-4330-5399-73	\$ 11,068
SETUP BUDGET FOR EMPG-ARPA GRANT TO EMERGENCY MANAGEMENT				



North Carolina Department of Public Safety

Emergency Management

Roy Cooper, Governor
Eddie M. Buffaloe Jr., Secretary

William C. Ray, Director

Emergency Management Performance Grant - American Rescue Plan Act (EMPG-ARPA)

Fiscal Year 2021

AL #: 97.042

Grant #: EMA-2021-EP-00014

Memorandum of Agreement (MOA)

between

Recipient:

State of North Carolina
Department of Public Safety
Emergency Management

Subrecipient:

Bertie County
Tax ID/EIN #: 56-6000276A
Duns #: 032848574

MOA #: 2123008

Award amount: \$11,067.51

Period of performance:

October 1, 2020 to September 20, 2023

1. Purpose

The purpose of this Memorandum of Agreement (MOA) is to establish responsibilities and procedures to implement the terms and conditions of the US Department of Homeland Security (DHS) Emergency Management Performance Grant – American Plan Rescue Plan Act (EMPG-ARPA) . More information about EMPG-ARPA is available at: <https://www.fema.gov/grants/preparedness/emergency-management-performance>. This MOA is to set forth terms by which the Recipient, State of North Carolina, Department of Public Safety, North Carolina Emergency Management (NCEM), shall provide EMPG-ARPA funding to the Subrecipient to fund projects related to Homeland Security Planning, Operations, Equipment purchases, Training and Exercises. For a more detailed description of the approved Scope of Work see Attachment 1.

2. Program Authorization and Regulations

This MOA is authorized under the provisions of: (1) Section 2002 of the *Homeland Security Act of 2002* (Pub. L. No. 107-296, as amended) (6 U.S.C. § 603 - § 609), (2) *Department of Homeland Security Appropriations Act, 2021* (Pub. L. No. 116-260), (3) FY 2021 EMPG-ARPA Notice of Funding Opportunity (NOFO): <https://www.fema.gov/media-collection/emergency-management-performance-grant>, (4) applicable FEMA Grant Programs Directorate Information Bulletins (see <https://www.fema.gov/grants/preparedness/about/informational-bulletins>), and (5) *NC Emergency Management Act*, North Carolina General Statutes (N.C.G.S.) Chapter 166A.

The funds awarded under this grant must be used in compliance with all applicable federal, state, local and tribal laws and regulations, including N.C.G.S. §§ 143C-6-21, 143C-6-22, 143C-6-23 and 09 NCAC 03M. By accepting this award, the Subrecipient agrees to use these funds in a manner consistent with all applicable laws and regulations.

3. Compensation

Recipient agrees that it will pay Subrecipient compensation for eligible services to be rendered by Subrecipient. Payment to Subrecipient for expenditures under this MOA will be reimbursed after Subrecipient's cost report is submitted and approved for eligible scope of work activity. Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced, products or services received (i.e., invoices, contracts, itemized expenses, etc.), and proof of payment is provided.

Subrecipients must meet all reimbursement requirements contained herein. Non-compliance may result in denial of reimbursement request(s) or revocation of equipment and/or grant funds awarded for this project. See also paragraph 9 below regarding compliance.

4. Funding Eligibility Criteria

Federal funds administered through Recipient (NCEM on behalf of State of North Carolina) are available to local governments to assist in the cost of developing and maintaining a comprehensive homeland security response program. Continued EMPG-ARPA funding is contingent upon completion of all EMPG-ARPA funding requirements. The following eligibility criteria must be adhered to during the entire duration of the grant program:

A. Recipient/Subrecipient must:

- i. Be established as a State, Local, or Federally Recognized Indian Tribal Government.
- ii. Subrecipient must have a DUNS number, prior to any funds being released. DUNS numbers may be obtained from either of the following websites: www.dnb.com or <http://fedgov.dnb.com/webform>.
- iii. Each subrecipient shall ensure their organization is registered with the System for Award Management (SAM). Every applicant is required to have their name, address, DUNS number and EIN up to date in SAM, and the DUNS number used in SAM must be the same one used to apply for all FEMA awards. SAM information can be found at <http://www.sam.gov>. Future payments will be contingent on the information provided in SAM; therefore it is imperative that the information is correct.
- iv. Complete any procurement(s) and expenditures no later than September 30, 2023.
- v. Provide quarterly progress reports to NCEM Grants Branch using WebEOC (<https://www.ncsparta.net/eoc7/>), by the following dates: *January 15th, April 15th, July 15th and October 15th*.
- vi. Submit requests for reimbursement with all required documentation attached.
- vii. Match requirement. FY 2021 EMPG-ARPA funding to locals requires a match requirement of 50% Local (Subrecipient). Every federal dollar received requires the Subrecipient to match dollar for dollar. There are two forms of matching sources, cash match and in-kind match. Cash match includes cash spent for project-related costs, e.g. salaries of emergency management positions. In-kind match includes, but is not limited to, the valuation of in-kind services. "In-kind" is the value of something received or provided that does not have a cost associated with it. For example, if in-kind match is permitted by law, then the value of donated services could be used to comply with the match requirement. The match funding source for EMPG-ARPA cannot be matched to any other federal grants. The Subrecipient identifies to the Recipient the match source on their application for EMPG-ARPA funds. Recipients of EMPG-ARPA funding can review the FY 2021 EMPG-ARPA NOFO, section D, Funding Restrictions for additional guidance. Other program guidance is available at <https://www.fema.gov/grants/preparedness/emergency-management-performance>. Contact your NC Emergency Management Area Coordinator for assistance.
- viii. The Subrecipient must have either a full-time emergency management program director or a 50% full-time equivalent emergency management program director.

B. File Retention (see Attachment 4 "Required Subrecipient File Documentation"):

Subrecipient is required to maintain records and (invoices) of this grant for three years after termination of the grant, or audit if required, or longer where required by law, as outlined below, attached and incorporated by reference. Recipient must meet the record retention requirements in 2 CFR 200.334 and must maintain a file for each EMPG-ARPA grant award. However, if any litigation, claim or audit has been initiated prior to the expiration of the three-year period and extends beyond the five-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The following files must be available for review by NCEM staff for site visits, project closeout and audits:

- i. Resolution/ordinance establishing Subrecipient as a State, Local, or Federally Recognized Indian Tribal Government.
- ii. Award letter, MOA, and supporting appendices.
- iii. Completed appropriate reports with specifications, solicitations, competitive quotes or proposals, basis for selection decisions, purchase orders, contracts, invoices and proof(s) of payment.
- iv. Audit findings and corrective action plans.
- v. Equipment inventory records with photo documentation of labeling using labels provided by NCEM.

5. Conditions

The Subrecipient certifies that it understands and agrees that funds will only be expended for those projects outlined in the funding amounts as individually listed in the FY 2021 EMPG-ARPA Application packet, incorporated by reference EMPG-ARPA MOA 2021

herein. The Recipient and Subrecipient certify that each understands and agrees to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the applicable laws, rules and policies governing these funds; that all information is correct; that there has been appropriate coordination with affected agencies; that the Recipient is duly authorized to commit the Subrecipient to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the Subrecipient; and that all agencies involved with this project understand that all federal funds are limited to the federal period of performance.

6. Supplantation

Subrecipients are required to assure and certify that these grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for EMPG-ARPA activities. Subrecipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

7. Compliance

Subrecipient shall comply with applicable federal, state, local and/or tribal statutes, regulations, ordinances, licensing requirements, policies, guidelines, reporting requirements, certifications and other regulatory matters for the conduct of its business and purchase requirements performed under this MOA. This includes all requirements contained in the applicable FY 2021 EMPG-ARPA NOFO referenced in paragraph 2 above. Subrecipient shall be wholly responsible for the purchases made under this MOA and for the supervision of its employees and assistants.

Failure to comply with the specified terms and conditions of this MOA may result in the return of funds and any other remedy for noncompliance specified in 2 CFR 200.339, and/or termination of the award per 2 CFR 200.340. Additional conditions may also be placed upon Subrecipient for noncompliance with the specified terms and conditions of this MOA, including (but not limited to) additional monitoring.

8. Responsibilities

Recipient:

- A. Recipient shall provide funding to Subrecipient to perform the activities as described herein.
- B. Recipient shall conduct a review of the project to ensure that it is in accordance with EMPG-ARPA requirements.
- C. The federal award date is October 1, 2020. Funds allocated must be encumbered and invoices received by NCEM by October 30, 2023.
- D. Recipient shall directly monitor the completion of this project.

Subrecipient:

- A. This MOA must be signed and returned to NCEM within 45 days after Subrecipient receives notice of this award. The grant shall be effective upon return of the executed Grant Award and MOA and final approval by NCEM of the grant budget and program narrative.
- B. The Subrecipient shall expend FY 2021 EMPG-ARPA Grant Program funds in accordance with the FY2021 EMPG-ARPA NOFO, the grant application, and Subaward Notification.
- C. Closeout Reporting Requirements. In accordance with 2 CFR 200.344, Subrecipient must submit to Recipient, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award, this MOA and DHS Standard Terms and Conditions (Attachment 3), incorporated by reference herein, for the performance of the activities.
- D. Procurement. The Subrecipient shall utilize State of North Carolina and/or local procurement policies and procedures for the expenditure of funds, and conform to applicable state and federal law and the standards identified in 2 CFR 200.317 – 200.327. Subrecipient must follow procurement procedures and policies as outlined in the applicable FY2021 EMPG-ARPA NOFO, Appendix II of 2 CFR Part 200-Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, and the 2021 FEMA Preparedness Grants Manual. Subrecipient shall comply with all applicable laws, regulations and program guidance. Subrecipient must comply with the most recent version of the funding administrative requirements, cost principles, and audit requirements. Administrative and procurement practices must conform to applicable federal requirements. A non-exclusive list of regulations commonly applicable to DHS grants are listed below, codified in the following guidance: 15 CFR Part 24; Federal Acquisition Regulations (FAR), Part 31.2; 28 CFR Part 23 “Criminal Intelligence Systems Operating Policies”; 49 CFR Part 1520 “Sensitive Security Information”; Public Law 107-296, The Critical Infrastructure Act of 2002; Title

VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000 et. seq.; Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et. seq; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794; The Age Discrimination Act of 1975, as amended, 20 U.S.C. 6101 et. seq.; Cash Management Improvement Act (CMIA) and its implementing regulations at 31 CFR Part 205; FEMA Grant Programs Directorate, Grants Management Division, Match Guidance; Certifications and Assurances regarding Lobbying 31 U.S.C. 1352, Drug-Free Workplace Act, as amended, 41 U.S.C. 701 et. seq. and Certification Regarding Drug-Free Workplace Requirements, Debarment and Suspension Executive Orders 12549 and 12689 and certification regarding debarment, suspension and other responsibility matters; 28 CFR Parts 66, 67, 69, 70 and 83; and Grant Award and Special Conditions documents.

- E. Submit invoice(s) requesting reimbursement for item(s) received to NCEM Grants Management Branch (ncemgrants1@ncdps.gov). Recipient will reimburse Subrecipient for eligible costs as outlined in the applicable DHS program guidelines and FY2021 EMPG-ARPA NOFO. Subrecipient must take possession of all purchased equipment and receive any grant-eligible service prior to seeking reimbursement from the Recipient. Subrecipient must submit request for reimbursement within 60 days of payment of invoice. Requests for reimbursement submitted more than 60 days after Subrecipient payment of invoice may be denied.
- F. Complete all Universal and six or more Optional work activities as identified in the FY 2021 EMPG-ARPA Local Activity Directory which is a part of the FY 2021 EMPG-ARPA application packet, incorporated by reference herein.
- G. Complete the procurement(s) process not later than September 30, 2023.
- H. Provide quarterly progress reports to NCEM Grants Branch using WebEOC (<https://www.ncsparta.net/eoc7/>), by the following dates: *January 15th, April 15th, July 15th and October 15th*.
- I. Maintain a grant management filing system as required in this MOA (Attachment 4).
- J. Comply with the applicable federal statutes, regulations, policies, guidelines and requirements, reporting requirements and certifications as outlined in the FY 2021 EMPG-ARPA NOFO and Subaward Notification, and DHS Standard Terms and Conditions (Attachment 3).
- K. Comply with current federal laws and suspension and debarment regulations pursuant to 2 CFR 200.213 – 200.214, 2 CFR Part 180 and U.S. Office of Management and Budget (OMB) Guidance, which requires in pertinent part that when a non-federal entity enters into a covered transaction with an entity at a lower tier, the non-federal entity must verify that the entity is not suspended or debarred or otherwise excluded. Subrecipient shall be responsible to ensure that it has checked the federal System for Awards Management (SAM), <https://sam.gov/content/exclusions> and the State Debarred Vendors Listing, <https://ncadmin.nc.gov/documents/nc-debarred-vendors>, to verify that contractors or subrecipients have not been suspended or debarred from doing business with the federal government.
- L. Ensure that EMPG-ARPA funds are not used to support hiring sworn public safety officers for the purposes of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities.
- M. Non-Supplanting Requirement. See paragraph 6 (Supplantation).
- N. All materials publicizing or resulting from award activities shall contain this acknowledgement: “This project was supported by a federal award from the US Department of Homeland Security, Department of Public Safety, North Carolina Emergency Management.” Use of the federal program logo must be approved by DHS. Printed as a legend, either below or beside the logo shall be the words “Funded by US Department of Homeland Security”.
- O. Subrecipient shall have sole responsibility for the maintenance, insurance, upkeep, and replacement of any equipment procured pursuant to this MOA as follows:
 - i. Recipient and Subrecipient shall take an initial physical inventory of any equipment. Equipment is defined as tangible, non-expendable property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Subrecipient may have property management guidelines that are more restrictive, requiring a unit of equipment with a value of less than \$5,000 to be inventoried. If so, such equipment purchased under this award allocation shall be included on the report submitted to Recipient. The grant summary, cost reports with backup documentation, certificate of title, and any other Subrecipient reports or inventory reports that include information regarding the grant, vendor, invoice number, cost per item, number of items, description, location, condition and identification number may be used to meet this requirement.

- ii. Subrecipient must ensure a control system exists to ensure adequate safeguards to prevent loss, damage or theft. Subrecipient shall be responsible for replacing or repairing equipment which is willfully or negligently lost, stolen, damaged, or destroyed. Any loss, damage or theft of the property must be investigated and fully documented, and made part of the official project records.
 - iii. Subrecipient or equipment owner must ensure adequate maintenance procedures exist to keep the equipment in good condition.
 - iv. Disposition Procedures. Unless otherwise directed by NCEM, DHS and/or FEMA, Subrecipient may dispose of the equipment when the original or replacement equipment acquired under the grant award is no longer needed for the original project or program, or for other activities currently or previously supported by a federal awarding agency. However, Subrecipient must notify NCEM Grants Management Branch prior to disposing of any equipment purchased with grant funds. Items with a fair market value of less than \$5,000 may be retained, transferred or otherwise disposed of with prior approval of NCEM and in accordance with disposition requirements in 2 CFR 200.313. Unless otherwise directed by NCEM, DHS and/or FEMA, items with a current per unit standard federal or fair market value in excess of \$5,000 may be retained, transferred or otherwise disposed of with prior NCEM approval in accordance with disposition requirements in 2 CFR 200.313. Subrecipient must provide documentation that includes the method used to determine current fair market value.
 - v. Only allowable equipment listed in the Authorized Equipment List (AEL) for EMPG-ARPA are eligible for purchases from this grant.
- P. Property and Equipment. Property and equipment purchased with EMPG-ARPA funds shall be titled to Subrecipient, unless otherwise specified by NCEM, DHS and/or FEMA. Subrecipient shall be responsible for the custody and care of any property and equipment purchased with EMPG-ARPA funds furnished for use in connection with this MOA, and shall reimburse the Recipient for any loss or damage to said property until the property is disposed of in accordance with EMPG-ARPA Program requirements. Recipient will not be held responsible for any property purchased under this MOA.

Subrecipient must utilize all property and equipment as intended in their project application to NCEM. Any variation from this intended use must be requested in writing and approved by NCEM. Any property and equipment purchased under the EMPG-ARPA grant, including this specific grant award to Subrecipient, is subject to use as a regional asset to be utilized and directed by DHS and NCEM statewide as needed.

Per 2 CFR 200.313, during the time that equipment is used on the project or program for which it was acquired, Subrecipient must also make the equipment available for use on other projects or programs currently or previously supported by this or other federal grants, provided that such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by DHS that financed the equipment and second preference must be given to other programs or projects under grants from other Federal awarding agencies. NCEM, in conjunction with DHS, will determine and direct how equipment will be redeployed.

Failure to comply with these terms and conditions may result in the return of funds and any other remedy for noncompliance specified in 2 CFR 200.339, and/or termination of the award per 2 CFR 200.340. Additional conditions may also be placed upon Subrecipient for noncompliance with the specified terms and conditions of this MOA, including (but not limited to) additional monitoring and special conditions placed on future awards per 2 CFR 200.208.

- Q. Indirect Costs. No indirect or administrative costs will be charged to this award. See 2 CFR 200.332(a).
- R. Communications equipment. In an effort to align communications technologies with current statewide communications plans, systems, networks, strategies and emerging technologies, the NCEM Communications Branch requires that purchases made with grant funds meet the standards identified in Attachment 5.
- S. The purchase or acquisition of any additional materials, equipment, accessories or supplies, or the provision of any training, exercise or work activities beyond that identified in this MOA, shall be the sole responsibility of Subrecipient and shall not be reimbursed under this MOA.
- T. Conflicts of Interest. Per 2 CFR 200.112 and the 2021 FEMA Preparedness Grants Manual, all subrecipients must disclose in writing to NCEM, and attempt to avoid, any real or potential conflict of interest that may arise during the administration of a federal grant award. For purposes of this MOA, conflicts of interest may arise in situations

where a subrecipient employee, officer, or agent, any members of his or her immediate family, or his or her partner has a family relationship, close personal relationship, business relationship, or professional relationship, with anybody at DHS, FEMA and/or NCEM involved in the administration of this grant award.

Per 2 CFR 200.318 and the 2021 FEMA Preparedness Grants Manual, all subrecipients that are non-federal entities other than states are required to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such conflicts of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, subrecipients may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the subrecipient. All subrecipients must disclose in writing to NCEM, and attempt to avoid, any real or potential conflicts of interest with respect to procurement, contracting and subcontracting with funds provided under this grant award. Upon request, subrecipients must also provide a copy of their standards of conduct policy covering conflicts of interest with respect to procurement, contracting and subcontracting with funds provided under this grant award.

- U. Environmental Planning and Historic Preservation (EHP) Compliance. Subrecipients proposing projects that could impact the environment, including, but not limited to, the construction of communication towers, modification or renovation of existing buildings, structures, and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process. For details see: <https://www.fema.gov/grants/preparedness/preparedness-grants-ehp-compliance>.
- V. Subrecipient must have an acceptable local travel regulation plan or accept the state travel regulations. Refer to 2 CFR 200.475 for travel costs.

9. Funding

All terms and conditions of this MOA are dependent upon and subject to the allocation of funds from DHS and NCEM for the purposes set forth, and the MOA shall automatically terminate if funds cease to be available.

Allowable costs shall be determined in accordance with applicable DHS Program Guidelines, which include, but may not be limited to, the FY2021 EMPG-ARPA NOFO, 2 CFR 200 Subpart E, Federal Acquisition Regulations (FAR) Part 31.2, OMB Circulars A-21, and applicable DHS and FEMA financial management guidance available at <https://www.dhs.gov/dhs-grants> and <https://www.fema.gov/grants/guidance-tools>. Allowable costs are also subject to the approval of the State Administrative Agent for the State of North Carolina, the Secretary of the Department of Public Safety.

10. Taxes

Subrecipient shall be considered to be an independent subrecipient and as such shall be responsible for ALL taxes. There shall be no reimbursement for taxes incurred by the Subrecipient under this grant.

11. Warranty

As an independent subrecipient, the Subrecipient will hold Recipient harmless for any liability and personal injury that may occur from or in connection with the performance of this MOA to the extent permitted by the North Carolina Tort Claims Act. Nothing in this MOA, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this MOA. This MOA does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This MOA is intended for the sole and exclusive benefit of the parties hereto. This MOA is not made for the benefit of any third person or persons. No third party may enforce any part of this MOA or shall have any rights hereunder. This MOA does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this MOA. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina.

12. State of North Carolina Reporting Requirements per NCGS 143C-6-23 and 09 NCAC 03M

North Carolina state law (N.C.G.S. 143C-6-23 and 09 NCAC 03M) requires every non-state entity (including non-profit organizations, counties and local governments) that receives state or federal pass-through grant funds from state

agencies to file annual reports on how those grant funds were used no later than three months after the end of the non-state entity's fiscal year.

Refer to "State Grant Compliance Reporting Forms" on the following website for instructions and applicable forms for subrecipients to meet these requirements: <https://www.ncdps.gov/our-organization/emergency-management/emergency-management-grants/grants-management-compliance>.

Level I (Less than \$25,000)

A grantee receiving less than \$25,000 (combined) in State or Federal pass through funds must submit:

- Certification Form.
- State Grants Compliance Reporting for Receipts of Less than \$25,000.
- Level I form and reporting instructions are available on the above website.

Level II (\$25,000 - \$499,999)

A grantee that receives between \$25,000 - \$499,999 (combined) in State or Federal pass-through funding must submit:

- Certification Form.
- State Grants Compliance Reporting for Receipts of \$25,000 or More.
- Schedule of Receipts and Expenditures.
- Program Activities and Accomplishments Reports.
- Level II form and reporting instructions are available on the above website.

Level III (\$500,000 - \$749,999)

A grantee that receives a combined \$500,000 or more in State funding or Federal pass-through funding must submit:

- Certification Form.
- State Grants Compliance Reporting for Receipts of \$25,000 or More.
- Program Activities and Accomplishments Reports.
- Level III form and reporting instructions are available on the above website.
- Submit within nine months of the grantee's fiscal year end: Submit to DPS Internal Audit a single audit prepared and completed in accordance with Generally Accepted Government Auditing Standards. See paragraph 15 below for audits.

Level III Continued (\$750,000+)

A grantee that receives a combined \$750,000 or more in funding from all Federal funding sources, even those passed through a state agency must submit:

- Certification Form.
- State Grants Compliance Reporting for Receipts of \$25,000 or More.
- Program Activities and Accomplishments Reports.
- Level III form and reporting instructions are available on the above website.
- Submit within nine months of the grantee's fiscal year end:
 - Submit to DPS Internal Audit a single audit prepared and completed in accordance with Generally Accepted Government Auditing Standards.
 - Post the single audit to the Federal Audit Clearinghouse (<https://harvester.census.gov/facweb/>).
 - Make copies of the single audit available to the public. See paragraph 15 below for audits.

13. Audit Requirements

For all federal grant programs, Subrecipient is responsible for obtaining audits in accordance with 2 CFR 200 Subpart F.

Per 09 NCAC 03M.0205, a subrecipient that receives a combined **\$500,000** or more in **North Carolina state funding or federal funding passed through a state agency** must within 9 months of the subrecipient's fiscal year end submit to DPS Internal Audit (AuditGrantsReport@ncdps.gov) a single audit prepared and completed in accordance with Generally Accepted Government Auditing Standards (GAGAS): <https://www.gao.gov/yellowbook>.

Per 2 CFR 200.501, a subrecipient that receives a combined **\$750,000** or more in funding from all **federal** funding sources, even those passed through a state agency, must have a single audit conducted in accordance with 2 CFR 200.514 and GAGAS within 9 months of Subrecipient's fiscal year end. Subrecipient must:

- A. Post the single audit conducted in accordance with 2 CFR 200.514 and GAGAS to the Federal Audit Clearinghouse <https://harvester.census.gov/facweb/>.
- B. Submit to DPS Internal Audit (AuditGrantsReport@ncdps.gov) a single audit prepared and completed in accordance with GAGAS. This can, at the option of Subrecipient, be the same single audit submitted to the Federal Audit Clearinghouse in paragraph 15.A. above.
- C. Make copies of the single audit available to the public.

14. Subrecipient Monitoring

See Attachment 6 for subrecipient monitoring.

15. Points of Contact (POC)

To provide consistent and effective communication between Subrecipient and the NCEM, each party shall appoint a Principal Representative(s) to serve as its central point of contact responsible for coordinating and implementing this MOA. The NCEM contact shall be, Assistant Director - Administration, the NCEM Grants Management Branch Staff, and the NCEM Field Branch Staff. The Subrecipient point of contact shall be the person designated by the Subrecipient. Subrecipient is required to keep NCEM informed of any changes in POC over the course of the period of performance. All confidential information of either party disclosed to the other party in connection with the services provided hereunder will be treated by the receiving party as confidential and restricted in its use to only those uses contemplated by the terms of this MOA. Any information to be treated as confidential must be clearly marked as confidential prior to transmittal to the other party. Neither party shall disclose to third parties, the other party's confidential information without written authorization to do so from the other party. Specifically excluded from such confidential treatment shall be information that:

- A. As of the date of disclosure and/or delivery, is already known to the party receiving such information.
- B. Is or becomes part of the public domain, through no fault of the receiving party.
- C. Is lawfully disclosed to the receiving party by a third party who is not obligated to retain such information in confidence.
- D. Is independently developed at the receiving party by someone not privy to the confidential information.

16. Public Records Access

While this information under federal control is subject to requests made pursuant to the Freedom of Information Act (FOIA), 5 U.S.C. §552 et. seq., all determinations concerning the release of information of this nature are made on a case-by-case basis by the FEMA FOIA Office. This MOA may be subject to the North Carolina Public Records Act, Chapter 132 of the North Carolina General Statutes.

17. Contracting/Subcontracting

If Subrecipient contracts/subcontracts any or all purchases or services under this MOA, then Subrecipient agrees to include in the contract/subcontract that the contractor/subcontractor is bound by the terms and conditions of this MOA. Subrecipient and any contractor/subcontractor agree to include in the contract/subcontract that the contractor/subcontractor shall hold NCEM harmless against all claims of whatever nature arising out of the contractors/subcontractor's performance of work under this MOA. If Subrecipient contracts/subcontracts any or all purchases or services required under this MOA, a copy of the executed contract/subcontract agreement must be forwarded to NCEM. A contractual arrangement shall in no way relieve Subrecipient of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state and federal requirements. Subrecipient is bound by all special conditions of this grant award as set out in the grant application and the grant award

letter Subaward Agreement incorporated by reference herein, as well as all terms, conditions and restrictions of the FY2021 EMPG-ARPA NOFO referenced herein.

18. Situs

This MOA shall be governed by the laws of North Carolina and any claim for breach or enforcement shall be filed in State Court in Wake County, North Carolina.

19. Antitrust Laws

All signatories of this MOA will comply with all applicable state and federal antitrust laws.

20. Other Provisions/Severability

Nothing in this MOA is intended to conflict with current federal, state, local, or tribal laws or regulations. If a term of this MOA is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this MOA shall remain in full force and effect.

21. Entire Agreement

This MOA and any annexes, exhibits and amendments annexed hereto and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral and written statements or agreements.

22. Modification

This MOA may be amended only by written amendments duly executed by the Recipient and the Subrecipient.

23. Prohibition on purchasing certain telecommunications - John S. McCain National Defense Authorization Act for Fiscal Year 2019 -- Public Law 115-232, section 889 -- 2 CFR 200.16

Effective August 13, 2020, FEMA recipients and subrecipients may not use any FEMA funds under open or new awards to:

- A. Procure or obtain any equipment, system, or service that uses *covered telecommunications equipment or services* as a substantial or essential component of any system, or as critical technology of any system.
- B. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses *covered telecommunications equipment or services* as a substantial or essential component of any system, or as critical technology of any system.
- C. Enter into, extend, or renew contracts with entities that use *covered telecommunications equipment or services* as a substantial or essential component of any system, or as critical technology as part of any system.

Replacement Equipment and Services

FEMA grant funding may be permitted to procure replacement equipment and services impacted by this prohibition. Recipients and subrecipients should refer to applicable program guidance or contact the applicable program office to determine if replacement equipment or services is eligible under that program.

Definitions

Per section 889(f)(2)-(3) of the FY 2019 NDAA, covered telecommunications equipment or services means:

- A. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- B. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- C. Telecommunications or video surveillance services provided by such entities or using such equipment.

Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

FEMA Policy #405-143-1

Refer to FEMA Policy #405-143-1 for specific guidance:

https://www.fema.gov/sites/default/files/documents/fema_prohibitions-expending-fema-award-funds-covered-telecommunications-equipment-services.pdf

24. Certification of eligibility--Under the Iran Divestment Act

Pursuant to G.S. 147-86.60, any company identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 et seq. requires that each vendor, prior to contracting with the State certifies, and the undersigned on behalf of the Vendor does hereby certify, to the following:

- A. That the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran.
- B. That the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List.
- C. That the undersigned is authorized by the Vendor to make this Certification.

The State Treasurer's Final Iran Divestment List can be found on the State Treasurer's website at the address: <https://www.nctreasurer.com/office-state-treasurer/divestment-and-do-not-contract-rules>.

Further, pursuant to G.S. 147-86.82, any company identified as boycotting Israel, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.81, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The State Treasurer's Final Companies Boycotting Israel List can be found on the State Treasurer's website at the address: <https://www.nctreasurer.com/office-state-treasurer/divestment-and-do-not-contract-rules>.

25. Termination

The terms of this MOA, as modified with the consent of all parties, will remain in effect until September 30, 2023. Either party upon thirty days advance written notice to the other party may terminate this MOA. Upon approval by DHS, FEMA and the issuance of the Grant Adjustment Notice, if this MOA is extended, the termination date for the extension will be the date listed in the applicable DHS, Grant Adjustment Notice, incorporated by reference herein. If DHS suspends or terminates funding in accordance with 2 CFR 200.340 and the 2021 EMPG-ARPA NOFO, incorporated by reference herein, the Subrecipient shall reimburse NCEM for said property and/or expenses.

26. Scope of Work

Subrecipient shall implement the EMPG-ARPA project summarized below and as described in the approved project application. That application is hereby incorporated by reference into this MOA:

- A. Scope of Work Summary
 - i. Completed appropriate report forms with invoices and proof(s) of payment.
 - ii. Audit findings and corrective action plans.
 - iii. Equipment inventory records with photo documentation of labeling.
- B. Documentation to be provided throughout the Period of Performance of the grant:
 - i. Quarterly project progress reports.
 - ii. Subrecipient involved legal action that pertains to Planning, Organization, Training, Exercise and Equipment purchased with EMPG-ARPA.
 - iii. After-action report from exercise in accordance with Homeland Security Exercise and Evaluation Program Doctrine (HSEEP).
 - iv. Training course roster and description.
 - v. Any other documentation that would be pertinent.
 - vi. All legible and complete invoices and receipts detailing the expenses associated with the project. Receipts must contain the following information:
 - Name and address of the vendor or establishment providing the product or service.
 - Vendor/Payee invoice number, account number, and any other unique meaningful identifying number
 - Date the product or service was provided.
 - Itemized description of all products or services.
 - Unit price of products or services (if applicable).
 - Total amount charged.
 - vii. Proof of payment of expenses associated with the project.

27. Lobbying Prohibition

The Subrecipient certifies, to the best of its knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person or employee of any state or federal agency, a member of the NC General Assembly, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

28. Assurance of Compliance with Title VI of the Civil Rights Act of 1964 - procurement

During the performance of this contract, the subrecipient, for itself, its assignees and successors in interest (hereinafter referred to as the "subrecipient") agrees as follows:

- A. **Compliance with Regulations:** The subrecipient shall comply with the Regulations relative to nondiscrimination in Federally-Assisted Programs of the 2 CFR 200.300 and North Carolina regulation as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- B. **Nondiscrimination:** The subrecipient, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, sex, or national origin in the selection and retention of subrecipients, including procurements of materials and leases of equipment. The subrecipient shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- C. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the subrecipient for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subrecipient or supplier shall be notified by the subrecipient of the subrecipients obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.
- D. **Information and Reports:** The subrecipient shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Research and Special Programs Administration (RSPA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a subrecipient is in the exclusive possession of another who fails or refuses to furnish this information the subrecipient shall so certify to the Recipient or the Research and Special Programs Administration as appropriate, and shall set forth what efforts it has made to obtain such information.
- E. **Sanctions for Noncompliance:** In the event of the subrecipients noncompliance with nondiscrimination provisions of this contract, the Recipient shall impose contract sanctions as it or the Research and Special Programs Administration may determine to be appropriate, including, but not limited to:
 - i. Withholding of payments to the subrecipient under the contract until the subrecipient complies.
 - ii. Cancellation, termination, or suspension of the contract, in whole or in part.
- F. **Incorporation of Provisions:** The subrecipient shall include the provisions of every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant

thereto. The contract shall take such action with respect to any subcontract or procurements as the Recipient or the Research and Special Programs Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provide, however, that in the event a subrecipient becomes involved in, or is threatened with, litigation with a subcontract or supplier as a result of such direction, the subrecipient may request the Recipient to enter into such litigation to protect the of the Recipient and, in addition the subrecipient may request the United States to enter such litigation to protect the interests of the United States.

29. Assurance of Compliance with Title VI of the Civil Rights Act of 1964 - regulations

Subrecipient hereby agrees that as a condition to receiving any federal financial assistance from the DHS it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the Act) and all requirements imposed by or pursuant to 2 CFR 200.300 , Nondiscrimination in Federally Assisted Programs of the DHS - Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise discrimination under any program or activity for which the Subrecipient receives federal financial assistance from the DHS, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this MOA. This assurance is required by subsection 21.7(a) (1) of the Regulations. More specifically and without limiting the above general assurance, the Subrecipient hereby gives the following specific assurance with respect to the project:

A. Agrees that each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to ("facility")) operated in compliance with all requirements imposed by, or pursuant to, the Regulations.

B. Insert the following notification in all solicitations for bids for work or material subject to the Regulations and, in adapted form in all proposals for negotiated agreements:

In accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and 2 CFR 200.300 issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in regard to any contract entered into pursuant to this advertisement, minority, business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for an award.

C. Insert the clauses of this MOA in every contract subject to the Act and the Regulations.

D. This assurance obligates the Recipient for the period during which federal financial assistance is extended to the project.

E. Provide for such methods of administration for the program as are found by the Secretary of DHS or the official to whom he delegates specific authority to give reasonable guarantee that is, other recipients, subrecipients, contractors, subcontractors, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.

F. Agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, and Regulations, and this assurance.

This assurance is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the Recipient by the DHS and is binding on it, other recipients, subrecipients, contractors, subcontractors, transferees, successors in interest and other participants in the DHS Program. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the recipients.

30. Assurance of Compliance with Title VI of the Civil Rights Act of 1964 -- deeds, licenses, permits, leases

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by Subrecipient executed in expending these grant funds:

A. The [Subrecipient, licensee, lessee, permittee, etc., as appropriate] for itself, herself/himself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this [deed, license, lease, permit,

etc.] for a purpose for which a DHS program or activity is extended or for another purpose involving the provision of similar services or benefits, the Subrecipient [licensee, lessee, permittee, etc.] shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 2 CFR 200.300 and as said Regulations may be amended.

- B. That in the event of breach of the above nondiscrimination covenants, Subrecipient shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [licenses, lease, permit, etc.] had never been made or issued.
- C. That in the event of breach of any of the above nondiscrimination covenants, Subrecipient shall have the right to re-enter said lands and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of Subrecipient and its assigns.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by Subrecipient:

- A. The [Subrecipient, licensee, lessee, permittee, etc., as appropriate] for herself/himself, his/her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in case of deeds, and leases add "as a covenant running with the land"] that (1) no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing services thereon, no person on the grounds of race, color, sex, or national origin shall be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination, and (3) that the [Subrecipient, licensee, lessee, permittee, etc.] shall use the premises in compliance with all other requirements imposed by or pursuant to 2 CFR 200.300, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
 - B. That in the event of breach of any of the above nondiscrimination covenants, Subrecipient shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued.
 - C. That in the event of breach of any of the above nondiscrimination covenants, Subrecipient shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of Subrecipient and its assigns.
- * Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

31. Assurance of Compliance with Privacy Act

The Subrecipient agrees:

- A. To comply with the provisions of the Privacy Act of 1974, 5 U.S.C. §552A and regulations adopted there under, when performance under the program involves the design, development, or operation of any system or records on individuals to be operated by the Subrecipient, its third-party subrecipients, contractors, or their employees to accomplish a DHS function.
- B. To notify DHS when the Subrecipient or any of its third-party contractors, subcontractors, subrecipients, or their employees anticipate a system of records on behalf of DHS in order to implement the program, if such system contains information about individuals name or other identifier assigned to the individual. A system of records subject to the Act may not be used in the performance of this MOA until the necessary and applicable approval and publication requirements have been met.
- C. To include in every solicitation and in every third-party contract, sub-grant, and when the performance of work, under that proposed third-party contract, sub-grant, or sub-agreement may involve the design, development, or operation of a system of records on individuals to be operated under that third-party contract, sub grant, or to accomplish a DHS function, a Privacy Act notification informing the third party contractor, or subrecipient, that it will be required to design, develop, or operate a system of records on individuals to accomplish a DHS function subject to the Privacy Act of 1974, 5 U.S.C. §552a, and applicable DHS regulations, and that a violation of the Act may involve the imposition of criminal penalties; and
- D. To include the text of Sections 30 parts A through C in all third-party contracts, and sub grants under which work for this MOA is performed or which is awarded pursuant to this MOA or which may involve the design,

development, or operation of a system of records on behalf of the DHS.

32. Certification Regarding Drug-Free Workplace Requirements (Subrecipients Other Than Individuals)

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988. The regulations, published in the January 31, 1989 Federal Register, require certification by subrecipient, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of the act upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension of debarment, (See 2 CFR 200.415). Subrecipient certifies that it will or will continue to provide a drug-free workplace by:

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- B. Establish a drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace.
 - ii. The Subrecipient's policy of maintaining a drug-free workplace.
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs.
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. Require that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph A.
- D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the grant, the employee will:
 - i. Abide by the terms of the statement.
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- E. Notifying the agency within ten days after receiving notice under subparagraph (D) (ii), from an employee or otherwise receiving actual notice of such conviction.
- F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (D)(ii), with respect to any employee who is convicted:
 - i. Taking appropriate personnel action against such an employee, up to and including termination.
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purpose by federal, state, local health, law enforcement, or other appropriate agency.
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).

33. Execution and Effective Date

This grant shall become effective upon return of this original Grant Award and MOA, properly executed on behalf of the Subrecipient, to NCEM and will become binding upon execution of all parties to this MOA. The terms of this MOA are effective October 1, 2020.

34. Term of this Agreement

This MOA shall be in effect from October 1, 2020 to September 20, 2023.

36. Statement of Assurances

Subrecipient must complete either Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. (To download one of the documents right-click the link, select "Copy Hyperlink", and paste in a browser.)

- A. Subrecipients that only have construction work and do not have any non-construction work need only submit the construction form (i.e., SF-424D) and not the non-construction form (i.e., SF-424B), and vice versa. However, subrecipients who have both construction and non-construction work under this grant must submit both the construction and non-construction forms.
- B. Subrecipient must complete the appropriate form(s) and submit to NCEM Grants Management Branch (ncemgrants1@ncdps.gov) upon execution of this MOA. Subrecipient must still complete the appropriate form(s)

even if certain assurances in the form may not directly apply to subrecipient's specific program to ensure that all possible situations are covered.

37. Attachments

All attachments to this Agreement are incorporated as if set out fully herein.

- A. In the event of any inconsistency or conflict between the language of this MOA and the attachments hereto, the language of such attachments shall be controlling, but only to the extent of such conflict or inconsistency.
- B. This MOA includes the following attachments or documents incorporated by reference as if fully set out herein:
 - Attachment 1 Scope of Work
 - Attachment 2 Grant Funded Typed Resource Report
 - Attachment 3 DHS Standard Terms and Conditions
 - Attachment 4 Required Subrecipient File Documentation
 - Attachment 5 NCEM Communications Branch Memo
 - Attachment 6 Subrecipient Monitoring

IN WITNESS WHEREOF, the parties have each executed this MOA and the parties agree that this MOA will be effective as of October 1, 2020.

N.C. DEPARTMENT OF PUBLIC SAFETY
DIVISION OF EMERGENCY MANAGEMENT
1636 GOLD STAR DR
RALEIGH, NC 27607

BERTIE COUNTY
106 DUNDEE STREET
WINDSOR, NC 27983

BY William C. Ray
WILLIAM C. RAY, DIRECTOR
& DEPUTY HOMELAND SECURITY ADVISOR
NC EMERGENCY MANAGEMENT

BY Mitch Cooper

BY William Roberson

BY: _____

BY: _____

APPROVED AS TO FORM:

BY William Polk
WILLIAM POLK, DEPUTY GENERAL COUNSEL
REVIEWED FOR THE DEPARTMENT OF
PUBLIC SAFETY, BY WILLIAM POLK,
DPS DEPUTY GENERAL COUNSEL, TO FULFILL THE
PURPOSES OF THE US DEPARTMENT OF
HOMELAND SECURITY GRANT PROGRAMS

BUDGET AMENDMENT

		# 22-09	
	INCREASE		INCREASE
10-0030-4480-00	\$ 176,022		10-9800-5980-51 \$ 229,330
10-0030-4480-01	\$ 53,308		
INC REV TO SUPPORT EMS SALARIES APPROVED IN NOVEMBER			

BUDGETED
815,318
1,011,555

BERTIE 911 County Fiscal 2022

Trips	3814
Gross	\$2,067,188
Contractual	\$578,813
Adjustments	
Net Billings	\$1,488,375
Payments	\$1,187,575
Write-Offs	
Collection Rate	79.79%
Refunds	neg
Accounts Receivable	\$300,801
Debt Set Off	

Budget

1,011,555
815,318

1,826,873

New EMS 1,187,577
Medial NETS 868,626

176,022

53,308

2,056,203

Increase 229,330

BERTIE NET County Fiscal 2022

Trips	3600
Gross	\$1,512,000
Contractual	\$423,360
Adjustments	
Net Billings	\$1,088,640
Payments	\$868,626
Write-Offs	
Collection Rate	79.79%
Refunds	neg
Accounts Receivable	\$220,014
Debt Set Off	\$241.28

BUDGET AMENDMENT

		# 22-09			
	INCREASE			DECREASE	
10-9800-5980-51	\$	70,670	10-4340-5121-00	\$	40,670
			10-4340-5183-00	\$	30,000
SETUP ANIMAL SHELTER (ARP - REALLOCATION OF EMS/NETS FUNDS)					

Breakdown of ARP Usage	Eligible		Released Funds	Actual	
	Revenues	Expenditures			
First Payment	\$ 1,840,116				
4 months salary 30%		\$ (532,325)		38% \$ 274,552	
Employee One-Time Bonus					
240*100*12=\$288,000		\$ (288,000)		\$ 315,255	
240*125*12=\$360,000		\$ (820,325)		\$ 589,808	\$ (230,517)
Water Infrastructure		\$ (23,000)		ACT \$ 19,897	
IT Firewall		\$ (9,000)		??? \$ -	
Ambulance Remount		\$ (95,000)		PO \$92,761	
Stretcher		\$ (123,600)		ACT \$82,149	
Radios (Including Police)		\$ (127,418)		ACT \$ 133,896	
Trailer		\$ (6,200)		??? \$ -	
Teacher Housing				ACT \$160,000	
12 months salary (FY22)		\$ (603,418)		ACT 11 EST 1 \$704,129	\$100,710.67
					\$ (129,806.81)
Released Funds			\$ (603,418)		
Projects to address:					
Voting Equipment			\$ 66,000		
Tax Software Payment			\$ 110,000		
			\$ -		
Animal Control Shelters			\$ 300,000		
				\$ -	
	\$ 1,840,116	\$ (1,807,961)	\$ (127,418)	\$ 1,782,639	
Remaining unassigned		\$ 32,155		\$ 57,477	

BUDGET AMENDMENT

# 22-09					
	INCREASE			DECREASE	
10-4140-5510-00	\$	110,000	10-4335-5126-00	\$	20,000
			10-4335-5181-00	\$	7,000
			10-4340-5183-00	\$	61,000
			10-4340-5181-00	\$	10,000
			10-4340-5182-00	\$	12,000
SETUP TAX SOFTWARE PAYMENT - YEAR 2/3 (ARP - REALLOCATION OF EMS/NETS FUNDS)					

Breakdown of ARP Usage	Revenues	Eligible Expenditures	Released Funds	Actual	
First Payment	\$ 1,840,116				
4 months salary 30%		\$ (532,325)		38% \$ 274,552	
Employee One-Time Bonus					
240*100*12=\$288,000		\$ (288,000)		\$ 315,255	
240*125*12=\$360,000		\$ (820,325)		\$ 589,808	\$ (230,517)
Water Infrastructure		\$ (23,000)		ACT \$ 19,897	
IT Firewall		\$ (9,000)		??? \$ -	
Ambulance Remount		\$ (95,000)		PO \$92,761	
Stretcher		\$ (123,600)		ACT \$82,149	
Radios (Including Police)		\$ (127,418)		ACT \$ 133,896	
Trailer		\$ (6,200)		??? \$ -	
Teacher Housing				ACT \$160,000	
12 months salary (FY22)		\$ (603,418)		ACT 11 EST 1 \$704,129	\$100,710.67
					\$ (129,806.81)
Released Funds			\$ (603,418)		
Projects to address:					
Voting Equipment			\$ 66,000		
Tax Software Payment			\$ 110,000		
			\$ -		
Animal Control Shelters			\$ 300,000		
				\$ -	
	\$ 1,840,116	\$ (1,807,961)	\$ (127,418)	\$ 1,782,639	
Remaining unassigned		\$ 32,155		\$ 57,477	



C-11

Bertie County
Project Ordinance – 22-02
NC Dept of Public Safety / Bertie County Sheriff's Office Grant

June 21, 2022

BE IT ORDAINED by the Governing Board of the County of Bertie, North Carolina that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section I. The Governing Board of the County of Bertie, unanimously accept and approve the NC General Assembly Session Law 2021-180, Allocation of Grant Funds to Various Sheriffs Offices, issued on February 21, 2022.

Section II. The grant will be used to support the expenses incurred in enforcing the law.

Section III. The following revenues are anticipated to be available to begin this project, and are hereby appropriated:

NCDPS Grant	\$84,269
-------------	----------

Section IV. The following amounts are available for expenditures for this project:

Equipment under \$5,000.00	\$42,269
Capital Outlay - Equipment	42,000

Total Project Cost	\$84,269
--------------------	----------

The County Manager and Finance Officer are directed to include a detailed analysis of past and future costs and revenues on this project annually.

Copies of this capital project ordinance shall be furnished to the Clerk to the Governing Body, and to the County Manager and to the Finance Officer for direction in carrying out this project.

Adopted this day 21st day of **June**, 2022.

John Trent, Chairman
Board of Commissioners

LaShonda Cartwright, Clerk to the Board

PROJECT AMENDMENT

# PROJ 22-02				
	INCREASE			INCREASE
50-0025-4433-27	\$ 84,269		50-4310-5499-90	\$ 42,269
			50-4310-5510-00	\$ 42,000
TO SETUP SHERIFF'S GRANT FROM NCDPS				
APPROVED				

William Roberson

From: OSC.nc.payment@osc.nc.gov
Sent: Monday, February 28, 2022 12:26 PM
Subject: NC E-Pay Remittance Advice

TO:
BERTIE COUNTY

PO BOX 530
WINDSOR NC 27983

RE:
Direct Deposit Notification

Within three business days, pending agency funding approval, your bank account will receive a direct deposit of \$84269.66 for payment number 19PT0001035322. It is your responsibility to confirm that this deposit was made and is available for your use.

These funds were paid by the following agency:
NC DEPARTMENT OF PUBLIC SAFETY
2020 YONKERS RD
4220 MAIL SERVICE CENTER
RALEIGH, NC 27699-4220
Agency Contact Phone: 919-716-3300

Please direct all questions regarding this payment/deposit to the agency contact phone number listed directly above. This agency maintains information regarding your payment records. Any questions concerning payment amount and invoice information/documentation should be directed to the agency's Accounts Payable office and they will be happy to assist you with your inquiries PLEASE DO NOT REPLY TO THIS EMAIL. CONTACT THE PAYING AGENCY AT THE NUMBER LISTED ABOVE.

Invoice Number	Inv Date	Invoice Amount	Discount Amount	Net Amount
2000057147	02/21/22	\$84269.66	\$00.00	\$84269.66
GRANT TO SHERIFF'S OFFICE SB				
TOTAL:		\$84269.66		

This notification was sent from the North Carolina Office of the State Controller. If this notification has been sent in error, please contact the agency listed above to make corrections.

E-mail correspondence to and from this address may be subject to the North Carolina Public Records Law and may be disclosed to third parties by an authorized state official.

Email correspondence to and from this address may be subject to the North Carolina Public Records Law and may be disclosed to third parties by an authorized state official.

ALLOCATION OF GRANT FUNDS TO VARIOUS SHERIFFS' OFFICES

SECTION 19A.3.(a) Of the funds appropriated in this act to the Department of Public Safety in the 2021-2022 fiscal year to be used to provide grant funds to county sheriffs' offices, the funds shall be allocated in equal amounts to the sheriffs' offices located in counties with a population of 210,000 or fewer, based upon 2019 Certified County Population Estimates from the State Demographer in the Office of State Budget and Management.

SECTION 19A.3.(b) Funds provided to sheriffs' offices pursuant to this section shall be used for expenses incurred by the offices from enforcing the laws of this State and carrying out other duties set by law.

SECTION 19A.3.(c) Funds provided to sheriffs' offices pursuant to this section shall be supplemental to and shall not supplant local funding for sheriffs' offices.

INTERNET CRIMES AGAINST CHILDREN INVESTIGATIONS

SECTION 19A.4.(a) Of the funds appropriated in this act to the Department of Public Safety, the sum of three million dollars (\$3,000,000) in nonrecurring funds in the 2021-2022 fiscal year shall be allocated to the North Carolina Sheriffs' Association, Inc., a nonprofit corporation, to be used as grants to sheriffs' offices and other local law enforcement agencies to investigate reports of internet crimes against children.

SECTION 19A.4.(b) The grant funds allocated under subsection (a) of this section shall be administered by the North Carolina Sheriffs' Association, which shall develop guidelines and procedures for the administration and distribution of grants to participating sheriffs' offices and local law enforcement agencies. These guidelines and procedures shall include the following requirements and limitations:

- (1) The maximum grant amount shall not exceed seventy-five thousand dollars (\$75,000) per recipient per fiscal year.
- (2) Recipient agencies shall be required to enter into a memorandum of agreement with the State Bureau of Investigation (SBI) governing the investigation of internet crimes against children.

SECTION 19A.4.(c) The North Carolina Sheriffs' Association shall submit the following reports to the chairs of the Joint Legislative Oversight Committee on Justice and Public Safety, to the chairs of the House and Senate Appropriations Committees on Justice and Public Safety, and to the Fiscal Research Division:

- (1) No later than February 1, 2022, a report on the guidelines and procedures that will govern distribution and administration of grant funds distributed pursuant to this section.
- (2) No later than October 1 of each year of the 2021-2023 fiscal biennium, as long as funds remain, a report on grant funds distributed pursuant to this section.

SECTION 19A.4.(d) It is the intent of the General Assembly to strongly encourage sheriffs to enter into memoranda of agreement with the SBI to expeditiously investigate reports and tips regarding internet crimes against children and to consult with the SBI Computer Crimes Unit and North Carolina Internet Crimes Against Children Task Force.

SECTION 19A.4.(e) Funds provided to sheriffs' offices pursuant to this section shall be supplemental to and shall not supplant local funding for sheriffs' offices.

SECTION 19A.4.(f) Notwithstanding any other provision of law, funds allocated under subsection (a) of this section shall not revert until June 30, 2023.

TRANSFER AND RENAME THE BOXING COMMISSION

SECTION 19A.7.(a) The Boxing Commission created under G.S. 143-652.2 is transferred to the Department of Public Safety and renamed the "North Carolina Boxing and Combat Sports Commission." This transfer has all of the elements of a Type II transfer, as

North Carolina Department of Public Safety

**Agreement #BERTIECO 2021-2023
Bertie County Sheriff's Office**

This Agreement is hereby entered into by and between the Department of Public Safety (the "AGENCY") and the Bertie County Sheriff's Office (the "RECIPIENT") (referred to collectively as the "Parties"). The RECIPIENT's federal tax identification number is 566000276.

1. EFFECTIVE TERM

This agreement shall be effective starting November 18, 2021 and this agreement shall terminate on June 30, 2023.

2. RECIPIENT'S DUTIES

The RECIPIENT shall provide the services as described below:

The RECIPIENT is authorized to use funds by this agreement for expense incurred in enforcing the law as directed by the NC General Assembly in Session Law 2021-180 (House Bill-105).

The RECIPIENT's scope of work is a complete and concise scope of goods or services supported by this agreement and consistent with language in Session Law 2021-180.

The RECIPIENT agrees to use the funds provided to the sheriff's office pursuant to Section 19A.3.(c) shall be a supplemental to and shall not supplant local funding for sheriff's office.

The RECIPIENT agrees to use the funds in the amounts allocated for the budget cost items set forth in the RECIPIENT's Budget. RECIPIENT may reallocate and/or redistribute among budgeted items up to 10% in overall budget costs without the express written permission of the AGENCY. RECIPIENT agrees that it will not reallocate and/or redistribute any overall budget costs that will exceed 10% on any annual basis without first obtaining the express authorization of the AGENCY in writing.

The RECIPIENT understands and acknowledges that total funding level available under this agreement will not exceed \$84,269.66. Attachment A provides scope of work and payment amounts to be paid to RECIPIENT. RECIPIENT agrees to complete all sections of the Quarterly or Periodic Status Report & Accounting (Attachment B) following each quarter, and provide all supporting documentation when the quarterly Accounting is submitted.

The RECIPIENT shall provide the following: W-9/Electronic Payment/Vendor Verification form (09 NCAC 03M.002), Conflict of Interest Statement (N.C.G.S. 143C- 6-23.(b)), and No Overdue Tax Debt Certification (N.C.G.S. 143C-6-23.(c)) to the Agency.

Pursuant to N.C.G.S 143C-6- 8, the RECIPIENT understands and agrees that agreement funding shall be subject to the availability of appropriated funds. However, in the event of agreement termination due to lack of adequate appropriated funds, the AGENCY will ensure that it will pay for services and goods acquired and obligated on or before the notice of agreement termination.

Directed grants to nonprofit organizations are for nonsectarian, nonreligious purposes only (S.L. 2021-180, Sec. 5.2 (b)5). State funds for any one employee of a nonprofit are capped at \$120,000.00 (S.L. 2021-180, Sec. 5.3). Funds shall not revert until June 30, 2023 (S.L. 2021-180, Sec. 5.2).

The RECIPIENT understands and acknowledges required compliance with all statutory provisions outlined in N.C.G.S. 143C-6-22 Use of State funds by non-State and 09 NCAC 03M .0205, Minimum Reporting Requirements for Recipients and Subrecipients.

AGENCY'S DUTIES & PAYMENT PROVISIONS

The AGENCY shall ensure that funds allocated and disbursed per State Budget Director, Charles Perusse, comply with the intent and guidance from the Office of State Budget & Management and ensure compliance with related state statutes and financial management standards.

The AGENCY shall pay the RECIPIENT a total not to exceed \$84,269.66. The appropriation shall be distributed in one payment from North Carolina General Fund for 84,269.66 and submit to the AGENCY all required documentation. Once the AGENCY is satisfied that the RECIPIENT has provided all the required documentation, the requested distributions can be processed for payment. The distributions of funds will be coded to 536613 1100-1170.

3. QUARTERLY STATUS REPORTING

The RECIPIENT agrees to provide quarterly, or 90-day project status reports to be sent electronically from the RECIPIENT to the AGENCY and shall at a minimum include:

- a. Period stating beginning balance of the Project Fund.
 - i. Total expenses disbursed (aggregate totals) by the following project uses:
 - a. Employee Expenses (e.g program related staffing).
 - b. Service and Contract expenses (e.g. utilities, telephone, data, lease related expenses).
 - c. Goods (e.g. supplies and equipment) expenses.
 - d. Administration Expenses (e.g overhead & project management).
 - e. Other expenses (e.g. related charges not assigned above and described by recipient).
 - ii. Period ending balance of the RECIPIENT funding disbursed pursuant to this agreement.
 - iii. A descriptive summary of how the funds were used including outcomes and specific deliverables or accomplishments to date

ATTACHMENT B is a copy of the quarterly status tracking report.

- b. Quarterly project status reports shall be emailed to Nancy Gemma; nancy.gemma@ncdps.gov

4. FUNDS MANAGEMENT

The RECIPIENT agrees that funds paid through this contract shall be accounted for in a separate fund and accounting structure within the RECIPIENT's central accounting and grant management system. The RECIPIENT agrees to manage all accounts payable disbursements, check register disbursements and related transactions in a detailed manner that supports fully transparent accounting of all financial transactions associated with this funding allocations described in Section 3 above. Expenditures for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract shall be reasonable and supported by documentation. State rates should be used as guidelines. International travel shall not be eligible under this Contract. If eligible, the Recipient and all subrecipients shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to N.C.G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their quarterly project status reports.

5. AGREEMENT ADMINISTRATORS

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

For the AGENCY	
IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Tara Williams-Brown, Controller NC Department of Public Safety 4220 Mail Service Center Raleigh, NC 27699-4220 Telephone: 919-324-1409 Fax: 919-324-6240 Email: tara.williams-brown@ncdps.gov	Tara Williams-Brown, Controller NC Department of Public Safety 2020 Yonkers Road Raleigh, NC 27604 Telephone: 919-324-1409 Fax: 919-324-6240 Email: tara.williams-brown@ncdps.gov

For the RECIPIENT	
IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
William Roberson, Finance Officer Juan Vaughan, Administrative Officer Bertie County PO Box 530 Windsor, NC 27983 Telephone: 252-794-5300 Fax: 919-794-5327 Email: william.roberson@bertie.nc.gov juan.vaughan@bertie.nc.gov	

6. MONITORING AND AUDITING

The RECIPIENT acknowledges and agrees that, from and after the date of execution of this Agreement and for five (5) years following its termination, the books, records, documents and facilities of the RECIPIENT are subject to being audited, inspected and monitored at any time by the AGENCY upon its request (whether in writing or otherwise). The RECIPIENT further agrees to provide AGENCY staff and staff of the Office of State Auditor with access to financial and accounting records to support internal audit, financial reporting and related requirements.

The RECIPIENT acknowledges and agrees that, regarding the grant funds, it will be subject to the audit and reporting requirements prescribed in N.C.G.S. 159-34, Local Government Finance Act – Annual Independent Audit, rules and regulations. Such audit and reporting requirements may vary depending upon the amount and source of grant funding received by the RECIPIENT and are subject to change.

7. TAXES

The RECIPIENT shall be considered to be an independent RECIPIENT and as such shall be responsible for all taxes. The RECIPIENT agrees to provide the AGENCY with the RECIPIENT'S correct taxpayer identification number upon the execution of this Agreement. The RECIPIENT agrees that failure to provide the AGENCY with a correct taxpayer identification number authorizes the AGENCY to withhold any amount due and payable under this Agreement.

8. SITUS

This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement of this Agreement shall be filed in State court in Wake County, North Carolina.

9. SUBCONTRACTING AND ASSIGNMENT

The RECIPIENT agrees that by assigning or subcontracting any work related to the contract to a subcontractor or SUB-RECIPIENT, that such entities shall comply with the following:

- (a) The RECIPIENT or SUB-RECIPIENT is not relieved of any of the duties and responsibilities of the original contract; and
- (b) The SUB-RECIPIENT agrees to abide by the standards contained in this contract and to shall provide all information to allow the RECIPIENT to comply with these standards.

RECIPIENT agrees that all SUB-RECIPIENTS to this agreement shall comply with the following provisions of the North Carolina Administrative Code: "09 NCAC 03M .0203 SUB-RECIPIENT RESPONSIBILITIES."

10. ADVERTISING

RECIPIENT agrees not to use the existence of this contract, the name of the AGENCY, the or the name of the State of North Carolina as part of any commercial advertising, without prior written approval of the AGENCY.

11. COMPLIANCE WITH LAW

The RECIPIENT shall remain an independent RECIPIENT and as such shall be wholly responsible for the scope of work to be performed under this Agreement and for the supervision of his employees and assistants. The RECIPIENT represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the AGENCY. The RECIPIENT shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of his business and work performance under this Agreement, including those of Federal, State, and local agencies having appropriate jurisdiction.

The Recipient acknowledges and agrees that, in its conduct under this Contract and in connection with any and all expenditures of grant funds made by it, it shall comply with the cost principles enunciated in the Code of Federal Regulations, 2 CFR, Part 200. The Recipient further acknowledges and agrees that, if it grants any of the grant funds awarded hereunder to one or more sub-recipients or sub-sub-recipients, the Recipient shall, by contract, ensure that said cost principles are made applicable to and binding upon any and all such sub-recipients, sub-sub-recipients, etc. in their handling, use and expenditure of the funds awarded to the Recipient hereunder.

12. TERMINATION OF AGREEMENT

This agreement may be terminated by mutual consent upon sixty (60) days written notice to the other party, or as otherwise provided by law. As soon as reasonably possible following termination of this agreement, the amount of any residual unexpended funds shall be transferred to the AGENCY.

13. AMENDMENTS

This Agreement may be amended in writing which documents approval of changes by both the AGENCY and the RECIPIENT.

14. AGREEMENT CLOSE-OUT PROCESS

The RECIPIENT agrees to submit to the AGENCY a complete performance and expenditure status report (final report) within ninety (90) days after expiration of this agreement June 30, 2023:

- 1) A complete accounting of how the appropriated funds were used;
- 2) A complete performance status report; and
- 3) A Certification stating the funds were used for the purpose appropriated (AGENCY will supply template).

The above noted reports shall include RECIPIENT and SUB-RECIPIENT reporting information related to the above noted quantitative results and accomplishments. RECIPIENT and any SUB-RECIPIENTS agree that all program activity results information reported shall be subject to review and authentication as described in Paragraph 7 and RECIPIENT will provide access to work papers, receipts, invoices and reporting records, if requested by the AGENCY, as the AGENCY executes any audit internal audit responsibilities.

RECIPIENT will be deemed noncompliant if its final report is not submitted within the 90-day period stated above. Once the complete final performance and financial status report package has been received and evaluated by the AGENCY, the RECIPIENT will receive official notification of agreement close-out. The letter will inform the RECIPIENT that the AGENCY is officially closing the agreement and retaining all agreement files and related material for a period of five (5) years or until all audit exceptions have been resolved, whichever is longer.

15. AUTHORIZED SIGNATURE WARRANTY

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement. **In Witness Whereof**, the RECIPIENT and the AGENCY have executed this Agreement in duplicate originals, with one original being retained by each party.

BERTIE COUNTY

William Roberson

2/11/2022 | 10:34:29 EST

Signature

Date

Printed Name

Title

NC DEPARTMENT OF PUBLIC SAFETY

Jara Williams-Brown

2/11/2022 | 10:42:25 EST

Signature

Date

Printed Name

Title



C-12

**Bertie County
Project Ordinance – 22-03
Bertie County Animal Shelter**

June 21, 2022

BE IT ORDAINED by the Governing Board of the County of Bertie, North Carolina that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section I. The Governing Board of the County of Bertie, unanimously approve the allocation of funds to support Animal Shelter Construction.

Section II. The allocated funds will be used to support the engineering and construction of a new Animal Shelter.

Section III. The following revenues are anticipated to be available to begin this project, and are hereby appropriated:

Transfer from General Fund	\$300,000
----------------------------	-----------

Section IV. The following amounts are available for expenditures for this project:

Engineering	\$100,000
Construction	200,000

Total Project Cost	\$300,000
--------------------	-----------

The County Manager and Finance Officer are directed to include a detailed analysis of past and future costs and revenues on this project annually.

Copies of this capital project ordinance shall be furnished to the Clerk to the Governing Body, and to the County Manager and to the Finance Officer for direction in carrying out this project.

Adopted this day 21st day of **June**, 2022.

John Trent, Chairman
Board of Commissioners

LaShonda Cartwright, Clerk to the Board

PROJECT AMENDMENT

PROJECT AMENDMENT				
		# PROJ 22-03		
	INCREASE			INCREASE
31-0070-3981-10	\$ 300,000		31-4380-5396-01	\$ 200,000
			31-4380-5396-12	\$ 100,000
TO SETUP ANIMAL SHELTER				
APPROVED ___ / ___ /2022				

Breakdown of ARP Usage	Revenues	Eligible Expenditures	Released Funds	Actual
First Payment	\$ 1,840,116			
4 months salary 30%		\$ (532,325)		38% \$ 274,552
Employee One-Time Bonus				
240*100*12=\$288,000		\$ (288,000)		\$ 315,255
240*125*12=\$360,000		\$ (820,325)		\$ 589,808
Water Infrastructure		\$ (23,000)		ACT \$ 19,897
IT Firewall		\$ (9,000)		??? \$
Ambulance Remount		\$ (95,000)		PO \$92,761
Stretcher		\$ (123,600)		ACT \$82,149
Radios (Including Police)		\$ (127,418)		ACT \$ 133,896
Trailer		\$ (6,200)		??? \$
Teacher Housing				ACT \$160,000
12 months salary (FY22)		\$ (603,418)		ACT 11 EST 1 \$718,127
Released Funds			\$ (603,418)	
Projects to address:				
Voting Equipment			\$ 66,000	
Tax Software Payment			\$ 110,000	
Minus Teacher Housing need			\$ 118,549	
Animal Control Shelters			\$ 300,000	
	\$ 1,840,116	\$ (1,807,961)	\$ (8,869)	\$ 1,796,637
Remaining unassigned		\$ 32,155		\$ 43,479



C-13

JCPC Funding Plan

2022 - 2023

Bertie County Juvenile Crime Prevention Council Executive Summary

The Bertie County Juvenile Crime Prevention Council (JCPC), in fulfillment of the duties and responsibilities as set forth in the General Statutes of the State of North Carolina, has completed the activities required to develop this County Plan for FY 2022- through FY 2023.

The JCPC has identified the issues and factors which have an influence and impact upon delinquent youth, at-risk youth, and their families in Bertie County. Further, the JCPC has identified the strategies and services most likely to reduce and prevent delinquent behavior.

JCPC Action Plan: An Action Plan to impact delinquent behavior (included in this document) has been developed. With the goals and objectives, the JCPC proposes to:

Prevent and reduce delinquent behaviors
Increase public awareness of delinquency prevention
Provide a continuum of community resources to address delinquent and at-risk behaviors

Priorities for Funding: Through a risk and needs assessment as well as a resource assessment, the JCPC has determined that the following services are needed to reduce and prevent delinquency in Bertie County.

1. Interpersonal Skills
2. Parent/Family Skill Building
3. Teen Court
4. Vocational Skills
5. Tutoring/Academic Enhancement
6. Mediation
7. Home Based Counseling
8. Specialized Foster Care
9. Substance Use Prevention and Education
10. Mentoring

Monitoring and Evaluation: Each program funded by the JCPC has been monitored. The monitoring results and program outcomes evaluations were considered in making funding allocation decisions.

The JCPC continues to conduct program monitoring and implementation of its action plan on an annual basis.

Monitoring Forms are on file in the Area Office for the following programs:

- Children Matters
- Second Chance Counts
- Bertie Vocational Education Program
- Bertie County Conflict Resolutions Teen Court

Funding Recommendations: All programs are currently in a 2-year funding cycle as of last fiscal year. No RFP was submitted in Bertie for FY22-23 due to this cycle. The Bertie JCPC FY22-23 budget will be the same as FY21-22. All other programs and the admin fund allocation amounts remained the same.

As required by statute, the JCPC recommends allocation of the NC Department of Public Safety/ Division of Juvenile Justice and Delinquency Prevention (DPS/DJJDP) Funds to the following Programs in the amounts specified below for FY 2022-2023:

Children Matters	\$27,000
Second Chance Counts	\$25,000
Bertie Vocational Education Program	\$33,000
Bertie County Conflict Resolutions Teen Court	\$19,000

The JCPC further recommends that the following amount be allocated from the NC DPS/JCPC funds for the administrative costs of the Council for FY 2022-2023 in the amount of \$6000.00.

Respectfully Submitted,



Larree Cherry, Chair
Bertie County Juvenile Crime Prevention County



Juvenile Crime Prevention Council Certification

Fiscal Year: 2022-2023

County: Bertie Date: April 27, 2022
G.S. 143B-853 allows for a 2-year funding cycle for programs that meet the requirements of the statute and have been awarded funds in a prior funding cycle. Indicate below if the JCPC plans to allow for a 1-year or 2-year funding cycle.
(1-Year Funding: FY 2-Year Funding: FY 21-22 and FY 22-23)

CERTIFICATION STANDARDS

STANDARD #1 - Membership

- A. Have the members of the Juvenile Crime Prevention Council been appointed by county commissioners? yes
B. Is the membership list attached? yes
C. Are members appointed for two-year terms and are those terms staggered? yes
D. Is membership reflective of social-economic and racial diversity of the community? yes
E. Does the membership of the Juvenile Crime Prevention Council reflect the required positions as provided by N.C.G.S. §143B-846? no

If not, which positions are vacant and why?

Substance abuse professional; faith community; two persons under 18 and defense attorney have not attended on a regular basis and positions need to be filled.

STANDARD #2 - Organization

- A. Does the JCPC have written Bylaws? yes
B. Bylaws are [] attached or [X] on file (Select one.)
C. Bylaws contain Conflict of Interest section per JCPC policy and procedure. yes
D. Does the JCPC have written policies and procedures for funding and review? yes
E. These policies and procedures [] attached or [X] on file. (Select one.)
F. Does the JCPC have officers and are they elected annually? yes
JCPC has: [X] Chair; [X] Vice-Chair; [X] Secretary; [] Treasurer.

STANDARD #3 - Meetings

- A. JCPC meetings are considered open and public notice of meetings is provided. yes
B. Is a quorum defined as the majority of membership and required to be present in order to conduct business at JCPC meetings? yes
C. Does the JCPC meet six (6) times a year at a minimum? yes
D. Are minutes taken at all official meetings? yes
E. Are minutes distributed prior to or during subsequent meetings? yes

STANDARD #4 - Planning

- A. Does the JCPC conduct a minimum of biennial planning process which includes a needs assessment, monitoring of programs and funding allocation process? yes
B. Is this Annual or Biennial Plan presented to the Board of County Commissioners and to DPS? yes

Juvenile Crime Prevention Council Certification (cont'd)

C. Is the Funding Plan approved by the full council and submitted to Commissioners for their approval? _____ yes _____

STANDARD #5 - Public Awareness

A. Does the JCPC communicate the availability of funds to all public and private non-profit agencies which serve children or their families and to other interested community members? (RFP, distribution list, and article attached) _____ yes _____

B. Does the JCPC complete a minimum of biennial needs assessment and make that information available to agencies which serve children or their families, and to interested community members? _____ yes _____

STANDARD #6 – No Overdue Tax Debt

A. As recipient of the county DPS JCPC allocation, does the County certify that it has no overdue tax debts, as defined by N.C.G.S. §105-243.1, at the Federal, State, or local level? _____ yes _____

Briefly outline the plan for correcting any areas of standards non-compliance.

Will engage in a membership campaign to fill any necessary membership roles.

Having complied with the Standards as documented herein, the Juvenile Crime Prevention Council may use up to \$15,500 of its annual Juvenile Crime Prevention fund allocation to cover administrative and related costs of the council. Budget pages (sections VI and VII) printed from NCALLIES detailing the expenditure's must be attached to this certification.

The JCPC Certification must be received by DPS by June 30th annually.

**JCPC Administrative Funds
SOURCES OF REVENUE**

DPS JCPC	
Only list requested funds for JCPC Administrative Budget.	_____ \$6000 _____
Local	_____
Other	_____
Total	_____ \$6000 _____

Larree A. Cherry

JCPC Chairperson

April 27, 2022

Date

Juvenile Crime Prevention Council Certification (cont'd)

Chairman, Board of County Commissioners

Date

DPS Designated Official

Date

Juvenile Crime Prevention Council Certification (cont'd)

Bertie

County

FY 2022-23

Instructions: N.C.G.S. § 143B-846 specifies suggested members be appointed by county commissioners to serve on local Juvenile Crime Prevention Councils. In certain categories, a designee may be appointed to serve. Please indicate the person appointed to serve in each category and his/her title. Indicate appointed members who are designees for named positions. Indicate race and gender for all appointments.

Specified Members	Name	Title	Designee	Race	Gender
1) School Superintendent or designee	Danny Perry	Director of Student Services	<input checked="" type="checkbox"/>	W	M
2) Chief of Police or designee	Rodney Hoggard	Chief	<input type="checkbox"/>	W	M
3) Local Sheriff or designee	John Holley	Sheriff	<input type="checkbox"/>	B	M
4) District Attorney or designee	Iris Williams	Invesigator/ DA office	<input checked="" type="checkbox"/>	B	F
5) Chief Court Counselor or designee	Sonynia Leonard	Chief Court Counselor	<input type="checkbox"/>	B	F
6) Director, Local Management Entity/Managed Care Organization (LME/MCO), or designee	Hope Eley	Trillium SOC	<input checked="" type="checkbox"/>	B	F
7) Director DSS or designee	Cindy Perry	Director	<input type="checkbox"/>	W	F
8) County Manager or designee	Juan Vaughn	County Manager	<input type="checkbox"/>	B	M
9) Substance Abuse Professional				W	F
10) Member of Faith Community				H	M
11) County Commissioner	Ron Roberson	Commissioner		B	M
12) Two persons under the age of 21, or one person under the age of 21 and one member of the public representing the interests of families of at-risk juveniles					
13) Juvenile Defense Attorney					
14) Chief District Judge or designee	Brenda Branch	Judge	<input type="checkbox"/>	B	F
15) Member of Business Community	Chris Cordon	Entrepreneur		B	M
16) Local Health Director or designee	Battle Betts	Director	<input type="checkbox"/>	W	F
17) Rep. United Way/other non-profit	Oliva Taylor	Non Profit		B	F
18) Representative/Parks and Rec.	Donna Mizelle	Director		W	F
19) County Commissioner appointee	Annie Wilson	Register of Deeds		B	F
20) County Commissioner appointee	Morris Rascoe	Citizen		B	M
21) County Commissioner appointee	Laree Cherry	Chairperson		B	F
22) County Commissioner appointee	Janazia Dixon	Court Counselor		B	F
23) County Commissioner appointee	Chris Langston	Court Counselor Supervisor		B	M

Juvenile Crime Prevention Council Certification (cont'd)

24) County Commissioner appointee					
25) County Commissioner appointee					

Bertie County NC DPS - Community Programs - County Funding Plan

Available Funds: \$ 110,000 Local Match: \$ 30,220 Rate: 10%

DPS JCPC funds must be committed with a Program Agreement submitted in NC Allies and electronically signed by authorized officials.

#	Program Provider	DPS-JCPC Funding	LOCAL FUNDING			OTHER	OTHER	Total	% Non DPS-JCPC Program Revenues
			County Cash Match	Local Cash Match	Local In-Kind	State/Federal	Funds		
1	Children Matters	\$27,000	\$2,700		\$7,000			\$36,700	26%
2	Second Chance Counts	\$25,000	\$2,500		\$3,000			\$30,500	18%
3	Bertie Vocational Education Program	\$33,000	\$3,300					\$36,300	9%
4	Bertie County Conflict Resolution Teen Court	\$19,000	\$1,900		\$9,820			\$30,720	38%
5	JCPC Administration	\$6,000						\$6,000	
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
TOTALS:		\$110,000	\$10,400		\$19,820			\$140,220	22%

The above plan was derived through a planning process by the Bertie County
Juvenile Crime Prevention Council and represents the County's Plan for use of these funds in FY 2022-2023.

Amount of Unallocated Funds _____

Amount of funds reverted back to DPS _____

Discretionary Funds added _____

check type initial plan update final

—DPS Use Only—

Reviewed by _____	Date _____
Area Consultant	
Reviewed by _____	Date _____
Program Assistant	
Verified by _____	Date _____
Designated State Office Staff	

Larree A. Cherry 4/29/2022
Chairperson, Juvenile Crime Prevention Council (Date)

Chairperson, Board of County Commissioners (Date)
or County Finance Officer



C-14

**BERTIE COUNTY, NORTH CAROLINA
2022-2023 BUDGET ORDINANCE**

AN ORDINANCE ADOPTING THE ANNUAL BUDGET AND SETTING THE TAX RATE FOR THE COUNTY OF BERTIE FOR THE FISCAL YEAR 2022-2023.

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 2022-2023 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, 2022, and ending June 30, 2023, 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	\$452,000
Motor Vehicle-Prior Years	\$0
Penalties and Interest	\$123,200
Sales Tax -1% Pt of Collection	\$444,000
1/2 Cent Sales Tax Article 40	\$1,325,000
1/2 Cent Sales Tax Article 42	\$554,000
Sales Tax Law Change Article 44*524	\$926,000
1/4 Cent Sales Tax Article 46	\$275,000
Payment in Lieu of Taxes-Federal Land	\$50,000
Other Taxes	\$60
Unrestricted Intergovernmental	\$102,000
Restricted Intergovernmental	\$606,609
Permits & Fees	\$234,175
Medical Service Fees	\$989,297
Non-Emergency Transport Fees	\$902,557
Landfill Fees	\$2,115,235
Sales & Service	\$61,422
Miscellaneous	\$153,500
Interest Earned	\$10,000
Indirect Cost Water Systems	\$224,677
Transfers from School Capital Reserve	\$2,485,715
FUND BALANCE APPROPRIATED	\$-

AD VALOREM TAXES	\$10,600,000
MOTOR VEHICLE TAXES	\$1,685,000
GENERAL FUND REVENUES	

\$24,319,447

SOCIAL SERVICES FUND		
State and Federal Assistance	\$3,231,690	
Health Choice	\$650	
Transfer from General Fund	\$1,554,289	
SOCIAL SERVICES FUND REVENUES		\$4,786,629
911 WIRE/WIRELESS FUND		
Interest Earned	\$100	
User Charges and Fees	\$91,890	
911 WIRE/WIRELESS FUND REVENUE		\$91,990
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-BHS-2012A	\$1,947,131	
Transfer From General Fund-USDA Amb.	\$93,366	
DEBT SERVICE FUND REVENUES		\$2,149,958
COUNTY WATER DISTRICTS FUND		
Sale of Water & Fees	\$2,685,328	
COUNTY WATER DISTRICTS REVENUES		\$2,685,328
BERTIE TELEPHONE SYSTEM		
User and Miscellaneous Charges	\$62,000	
BERTIE TELEPHONE SYSTEM REVENUES		\$62,000
	REVENUES:	<u>\$36,811,067</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, 2022, and ending June 30, 2023. 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, 2022, 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	\$214,188	
Administration	\$381,157	
HR & Risk Management	\$87,778	
Finance	\$302,716	
Tax	\$641,245	
Legal	\$120,000	
Court Facilities	\$89,000	
Elections	\$258,969	
Register of Deeds	\$377,334	
Public Buildings & Grounds	\$941,016	
Data Center	\$287,930	
Sheriff	\$3,026,427	
Communications	\$625,417	
Emergency Management	\$538,522	
Emergency Medical Service	\$3,078,183	
Non-Emergency Transport	\$892,287	
Planning/Building Inspections	\$395,079	
Medical Examiner	\$19,000	
Animal Control	\$211,233	
Solid Waste	\$527,780	
Economic Development	\$192,513	
Cooperative Extension	\$282,372	
Soil Conservation	\$83,375	
Health	\$112,115	
Veterans Service Office	\$59,203	
Council on Aging/Nutrition	\$490,389	
Parks & Recreation	\$312,430	
Transfers-Social Services	\$1,554,289	
Transfers-Revaluation	\$80,000	
Transfers-Debt-QZAB-Bertie High	\$109,461	
Transfers-Debt-Bertie High School (2012A)	\$1,947,131	
Transfers-USDA Amb.	\$93,366	
Appropriations-Other Agencies	\$5,987,542	
GENERAL FUND APPROPRIATIONS		\$24,319,447

SOCIAL SERVICES FUND		
Social Services	\$4,786,629	
SOCIAL SERVICES FUND APPROPRIATIONS		\$4,786,629
911 WIRE/WIRELESS FUND		
911 Wire/Wireless Fees	\$91,990	
911 WIRE/WIRELESS APPROPRIATIONS		\$91,990
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	\$2,149,958	
DEBT SERVICE FUND APPROPRIATIONS		\$2,149,958
COUNTY WATER DISTRICTS FUND		
System Operations	\$2,685,328	
COUNTY WATER DISTRICTS APPROPRIATIONS		\$2,685,328
BERTIE TELEPHONE SYSTEM		
User and Miscellaneous Charges	\$62,000	
BERTIE TELEPHONE SYSTEM APPROPRIATIONS		\$62,000
EXPENSES:		<u>\$36,811,067</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 \$275,000 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 2022-2023 an ad valorem property tax on all property having a situs in Bertie County as listed for taxes as of January 1, 2022 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 \$1,449,135,310 (\$1,254,337,622 for real and personal property and public utilities, and \$194,797,688 for motor vehicles) and an estimated collection rate equal to the audited FY2020-2021 collection rates of 97.88% 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
- 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, 2022.

Adopted this the ____th day of June, 2022:

John Trent, 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, 2022

**Beginning work before permits are issued will result in permit fees being doubled in addition to a charge of \$50 per day for continuing work after being ordered to stop until permit has been approved.*

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	
Manufactured Home	\$0.25	\$ 50.00	(Includes trades)
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
All other fire inspections (child daycare, group homes, etc.)	n/a	\$ 75.00

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 JANUARY 1, 2022

EMS Responses

Level of Service	Price
ALS 1 Emergency	\$670.00
ALS Non-Emergency	\$425.00
ALS Level 2 Emergency	\$854.21
BLS Emergency	\$496.99
BLS Non-Emergency	\$350.00
Specialty Care Transport	\$1,009.52
Mileage	\$13.00

Non -Emergency Transport

Level of Service	Price
BLS Non-Emergency	\$350.00
BLS Emergency	\$450.00
Mileage	\$12.00

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

Item	Price
Voter Registration List (Complete or Partial)	\$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, 2022

GIS Maps	Cost
8 ½ x 11 (Letter size)	\$3.00
8 ½ x 14 (Legal size)	\$4.00
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	\$3.00
Print Picture of House	\$1.00
Print Screen	\$0.25
Property Record Card	\$1.00
911 Road Book Copy	\$5.00
Zerox Copy	\$0.25

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



BERTIE COUNTY

Proposed FY 2022-23 ARPA Plan	Revenues	Eligible Expenditures
Second Payment	\$ 1,840,116	
<hr/>		
GREAT Grant Match		\$ (500,000)
TGOW Phase I Overage		\$ (350,000)
TGOW Phase II Match (Half)		\$ (250,000)
Home Consortium Contribution		\$ (33,000)
Tax Software		\$ (50,000)
Firewall		\$ (8,000)
Communications Tower Repair		\$ (25,000)
Ambulance & Remount		\$ (400,000)
Sheriff Equipment/Supplies		\$ (35,589)
Computer Upgrades (Tax)		\$ (6,000)
Water Equipment		\$ (41,000)
NC Forest Vehicle		\$ (45,172)
<hr/>		
	\$ 1,840,116	\$ (1,743,761)
Remaining unassigned		\$ 96,355



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: June 21, 2022

SECTION: Discussion

DEPARTMENT: Governing Body (D-1)

TOPIC(S):

1. Upcoming Meetings

- a. **July 14, 2022 7:00 PM**
Mayor's & Commissioners' Dinner - Powellsville
- b. **July 18, 2022 6:00 PM**
Board of Commissioners Meeting
- c. **July 21-24, 2022**
NACo Conference

COUNTY MANAGER RECOMMENDATION OR COMMENTS:

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

ATTACHMENTS: No

LEGAL REVIEW PENDING: N/A

ITEM HISTORY: ---