

Bertie County Board of Commissioners



**June 20, 2023
6:00 PM**

Chair	Ronald "Ron" Wesson	District I
Vice Chair	Michael White	District II
	Corey Ballance, Sr.	District III
	John Trent	District IV
	Ron Roberson	District V



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

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

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

Phone #: 1-301-715-8592

Meeting ID: 723 391 6141

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

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

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

BERTIE COUNTY BOARD OF COMMISSIONERS

June 20, 2023

Meeting Agenda

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

- 6:00 PM** Welcome, Call to Order & Roll Call by Board Chair Ronald Wesson, Commissioners Room, Windsor
Invocation and Pledge of Allegiance by Commissioner John Trent
Public Comments (3-minute limit per speaker)

(A)

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

(1) Public Hearing for proposed Bertie County Fire Protection Service District

Board Appointments (B)

None

Consent Agenda (C)

1. Approve Register of Deeds Fees Report – May 2023
2. Agreement for Transportation Services with New Directions Non-Emergency Medical Transport
3. Agreement for Transportation Services with Choanoke Public Transportation Authority
4. Contractual Agreement with Interim Healthcare – Morris Group, Inc.
5. FY 2023-24 Home & Community Care Block Grant for Older Adults Agreement & Funding Plan

6. Budget Amendments

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

Discussion Agenda (D)

1. Discussion of Plans to Establish Bertie County Fire Protection Service District
2. Discussion of Changes to FY 2023-24 County Budget
3. Discussion of Plans to Adopt FY 2023-24 County Budget and Fee Schedule
4. Upcoming Meetings
 - a. **July 14, 2023 7:00 PM**
Mayors & Commissioners Dinner -Aulander
 - b. **July 21-24, 2023**
NACo Conference

Commissioners' Reports (E)

County Manager's Reports (F)

Attorney's Reports (G)

Public Comments
(3 minutes per speaker)

Closed Session
Pursuant to NCGS 143-318.11(a)(3)(4)

Adjourn



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: June 20, 2023

SECTION: Appointments & Reports (A-1)

DEPARTMENT: Governing Body

TOPICS:

(1) Public Hearing for proposed Bertie County Fire Protection Service District

COUNTY MANAGER RECOMMENDATION OR COMMENTS: --

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

ATTACHMENTS: Yes

LEGAL REVIEW PENDING: N/A

ITEM HISTORY: ---



A-1



FIRE PROTECTION SERVICE DISTRICT NCGS REPORT

May 2023

DIRECTORY:

A – Framework Notation	2
B – Background	2
C – Statutory Report – Standards	3
D – Statutory Report – Findings	6
E – Statutory Report – Base Report	12
F – Draft Resolution Calling for Public Hearing and Rate Cap	15
G – Draft Example of Public Notice	17
H – Disclaimer	19

A. Framework Notation:

This written report below is positioned with the Bertie County Board of Commissioners 1) adopting a resolution calling for a public hearing to consider adopting a fire protection service district and 2) also adopting a resolution enacting a provision in the North Carolina General Statutes declaring a rate cap for a fire protection service district.

B. Background:

As the cost of providing fire and rescue services within Bertie County increases into the future, the Bertie County Board of Commissioners will be considering creating a fire protection service district as the primary funding structure for the fire protection service delivery system within the unincorporated areas of Bertie County. This service district will enable essential funding for the provision of fire and rescue services. This will be referred to as the Bertie County Fire Protection Service District.

At the written request through adoption of individual municipal resolutions from the Towns of Askewville, Aulander, Colerain, Kelford, Lewiston-Woodville, Powellsville and Roxobel the municipal boundaries of these seven (7) towns are also being considered as integral components of the proposed Bertie County Fire Protection Service District.

Consistent with North Carolina General Statutes (NCGS), the Bertie County Board of Commissioners are positioned to hold a public hearing on June 20, 2023, to consider adoption of the fire protection service district for Bertie County.

North Carolina General Statute 153A-302 requires that Bertie County complete a written report prior to the Bertie County Board of Commissioners holding a public hearing to consider adoption of such a unified service district. The NCGS requires that this report contain:

1. A map of the proposed district, showing its proposed boundaries.
2. A statement showing that the proposed district meets the standards set out in subsection (a) of NCGS 153A-302.
3. A plan for providing one or more of the services listed in NCGS 153A-301 to the district (which in this case is fire protection).

Furthermore, the NCGS requires that this report be available for public inspection in the office of the clerk to the board before the date of the public hearing.

C. Statutory Report - Standards:

For all areas of Bertie County, North Carolina outside of municipal limits, NCGS 153A-301 would apply under provision (a) (2) Fire protection. To create such a service district, the Bertie County Board of Commissioners must consider the following five (5) elements/standards:

1. The resident or seasonal population and the population density of the proposed district.

Within the proposed Bertie County Unified Fire Protection Service District, the Geographic Information System (GIS) projects the new service district to be composed of approximately 13,961 persons, approximately 738 square miles (total square miles of 741 excluding the Town of Windsor at 2.815 square miles). and an average density of approximately 28 persons per square mile, which is primarily rural population density.

Unincorporated Area of Bertie County	11,855
Town of Askewville	178
Town of Aulander	741
Town of Colerain	211
Town of Kelford	197
Town of Lewiston-Woodville	415
Town of Powellsville	183
Town of Roxobel	181
Total Persons	13,961

(Source: State of North Carolina Office of State Demographer 2021 Certified Population)

2. The appraised value of property subject to taxation in the proposed district.

According to the Bertie County Tax Office, the projected appraised valuation of the property to be included in the Bertie County Fire Protection Service District is approximately **\$975,346,401**, which would be subject to taxation in the proposed service district. This includes the unincorporated areas of Bertie County and the municipal boundaries of the seven (7) above identified municipalities.

3. The present tax rates of the county and any cities or special districts in which the district or any portion thereof is located.

Beyond Bertie County's general tax rate and each of the participating municipality general tax rates, there are no existing fire protection service districts or rural fire tax districts currently established in Bertie County. The county's current tax rate is \$.865 per \$100 valuation.

4. The ability of the proposed district to sustain the additional taxes necessary to provide the services planned for the district.

The current tax rate levy for Bertie County for FY 22-23 is \$.865 per \$100 of assessed valuation. The proposed service district tax will apply to all real and personal property in the service district that is subject to the county's general property tax(es). These taxes are subject to the state's general aggregate property tax limit of \$1.50 per \$100 valuation. The Bertie County Board of Commissioners are positioned to voluntarily set a cap of \$.15 per \$100 valuation on the unified fire protection service district. Therefore, the county's current tax levy plus the maximum of the unified fire protection service district is under the state's maximum aggregate property tax limit.

5. Any other matters that the commissioners believe to have a bearing on whether the district should be established.

Key dynamics are significantly changing in providing fire protection services in North Carolina, principally with shifts in volunteerism trends and with significantly increasing capital costs of providing fire protection and rescue services. Counties are seeking to utilize the most effective and efficient tools provided to them by North Carolina General Statutes to provide services to all residents in the unincorporated areas of the county, seeking to achieve the following goals:

- Establish sustainable funding long-term for the fire service in Bertie County.
- Provide methods to increase funding for fire and rescue services. The current level of funding from Bertie County at \$30,000 per year plus additional contributions from some municipalities is not adequate to provide the essential tools, equipment, and necessary provisions to provide fire and rescue services to the people of Bertie County into the future.
- Uniform inclusion and engagement by municipalities that choose to be a part of the unified service district across the county.
- Establishing a strengthened governance structure for the Bertie County Board of Commissioners for unincorporated fire protection and rescue services by establishing a fire commission comprised of both fire service and citizens that will review fire service funding issues and make authorized, researched recommendations to the Board of Commissioners for adoption.

- Establish a more equitable level of dedicated fire service taxation across the unincorporated areas of Bertie County to support these core, essential services.
- As an overall fire protection service delivery system in the Bertie County jurisdiction, better meet the national service delivery standards for volunteer and combination fire departments.

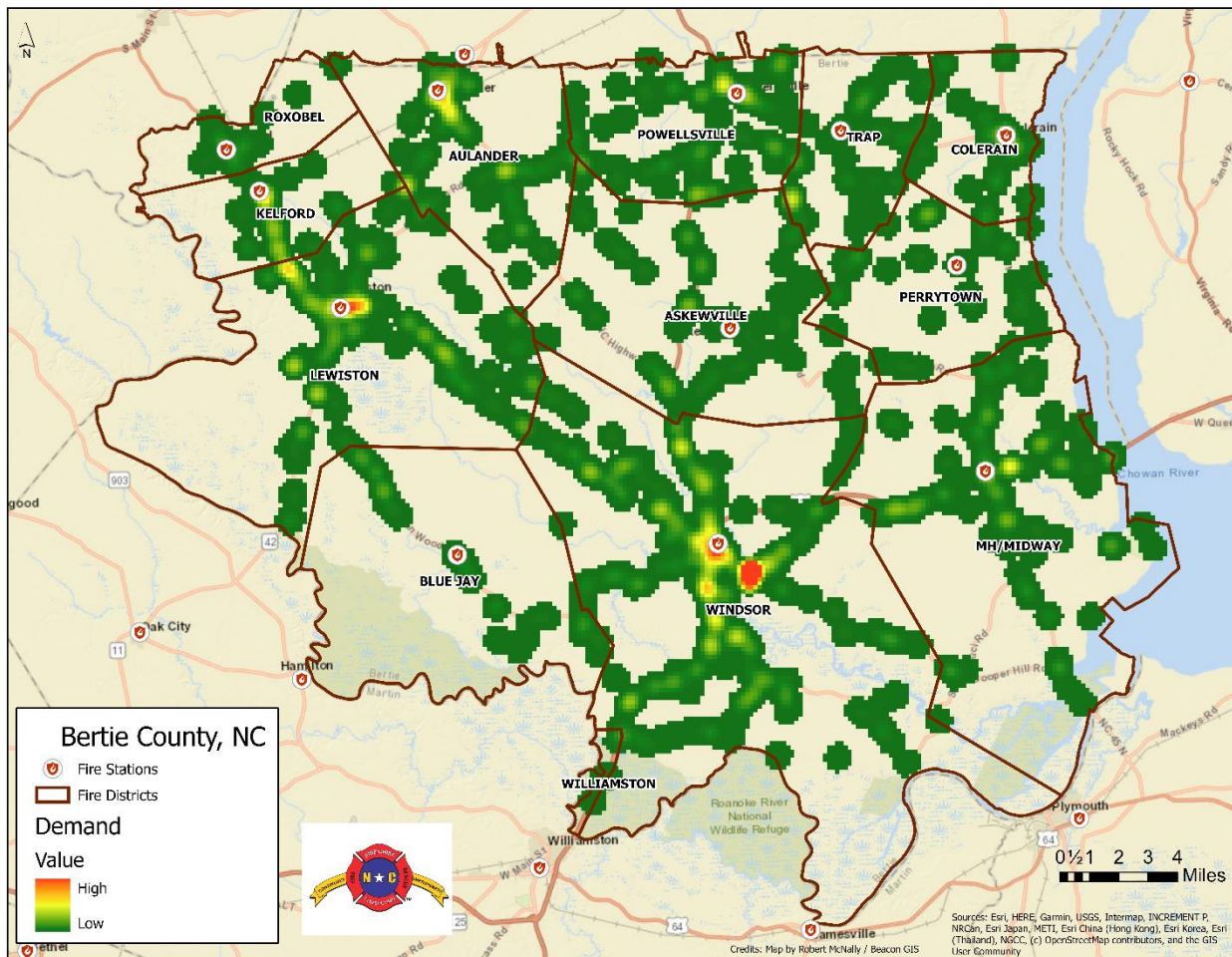
The most common method that many progressive North Carolina counties have and are shifting towards to accomplish the above tasks is a unified fire protection service district encompassing unincorporated areas of the county (and those municipalities that choose to join the service district).

D. Statutory Report - Findings:

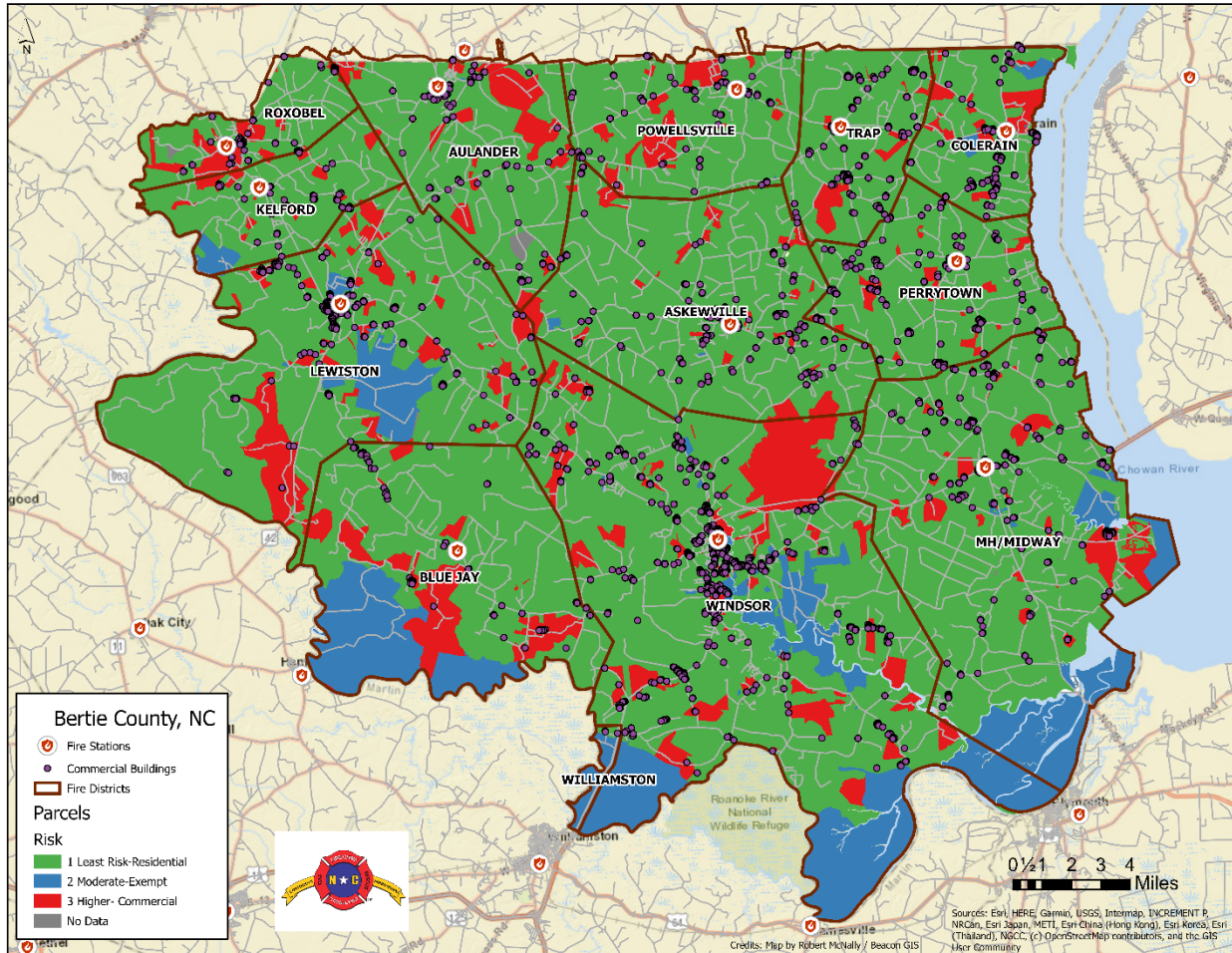
In reviewing the above five (5) items, the Bertie County Commissioners must find that all the following four (4) conditions apply:

1. There is a demonstrable need for providing fire protection in the district.

Fire and rescue services are core, essential functions of local government in North Carolina. Bertie County has traditionally contracted with private, non-profit corporation fire departments and municipalities to provide fire protection and rescue services. Based upon the usage of these emergency services over a three-year study period of data, Bertie County residents are very dependent upon the fire departments that serve and protect them. The graphic below depicts where emergency incidents are occurring in Bertie County.



Furthermore, Bertie County has many high-risk properties, such as industrial and commercial properties, transportation corridors, and manufacturing facilities. Many of these high-risk properties fall outside of municipal boundaries as is evidenced by the graphic below, with high-risk locations located in virtually every fire district in Bertie County. High-risk properties demand a high level of fire protection services to provide for public safety.



Therefore, Bertie County has a strong need for fire and rescue services and a demonstrated hazard and risk demanding that there be adequate fire and rescue services to provide essential public safety in the unincorporated areas of Bertie County.

2. It is impossible or impracticable to provide those services on a countywide basis.

Because for decades Bertie County Government has outsourced most of the fire and rescue response services through a service contract with private, non-profit corporation fire departments and municipalities, Bertie County is not in a position of ownership of fire apparatus, or fire station facilities. Furthermore, firefighting is a very labor-intensive responsibility and requires many firefighters to provide these essential services. Currently, Bertie County does not have the fire apparatus, the fire station facilities nor the firefighters to adequately perform fire protection and rescue services in the proposed fire protection service district. Therefore, it is Bertie County's desire to contract with private non-profit corporation fire departments and municipalities to provide these essential services in the service district area moving forward.

Furthermore, it is impractical to provide these fire and rescue services on a countywide basis because the county's largest municipality – Windsor – has invested a large amount of capital expenditure into their municipal fire department and municipal water system and does not desire to join the Bertie County Fire Protection Service District at this time. Windsor engages a full-time fire chief, and their operating budget would be a significant portion of the Bertie County Fire Protection Service District if the Town of Windsor were to join.

Because of all these factors, it would be completely impractical for Bertie County to operate countywide fire and rescue services in the foreseeable future.

3. It is economically feasible to provide the proposed services in the district without unreasonable or burdensome annual tax levies.

With a total collective tax valuation of approximately \$975,346,401 for the area of consideration for the Bertie County Fire Protection Service District, each cent of taxation will yield approximately **\$95,691**, assuming a 98.11% collection rate.

It is critical to note that Bertie County is the last known remaining county in North Carolina that does not already currently utilize a fire protection service district system and/or rural fire tax district system and/or fee-based system to fund fire protection services. A recent poll demonstrated that an average fire protection service district and/or rural fire tax district rate across North Carolina counties was approximately \$.10 per \$100 valuation. Bertie County has historically been fully supporting fire protection through the county's General Fund, with an appropriation totaling \$360,000 in the FY 22-23 approved county budget. The seven (7) municipalities requesting to join the Bertie County Fire Protection Service District have been funding their fire departments a collective \$90,525 from their separate municipal General Funds. Therefore, in FY 22-23, the total funding from Bertie County and the seven (7) municipalities was \$450,525. This amount excludes any appropriations from the Town of Windsor since Windsor does not request to be part of the service district at this time.

Moving forward, contracting fire departments in Bertie County absolutely cannot sustain credible provision of fire and rescue services operations at this current level of funding, prompting the necessity for evaluation of the implementation of a fire protection service district for supplemental funding.

Funding from the Bertie County Fire Protection Service District may only be able to be used to provide fire and rescue services within the service district. Additional local government funding may come into the service district through General Fund appropriation. However, NCGS prohibits any funds collected from the fire protection service district to be used for any other purpose than to provide fire and rescue services within the service district.

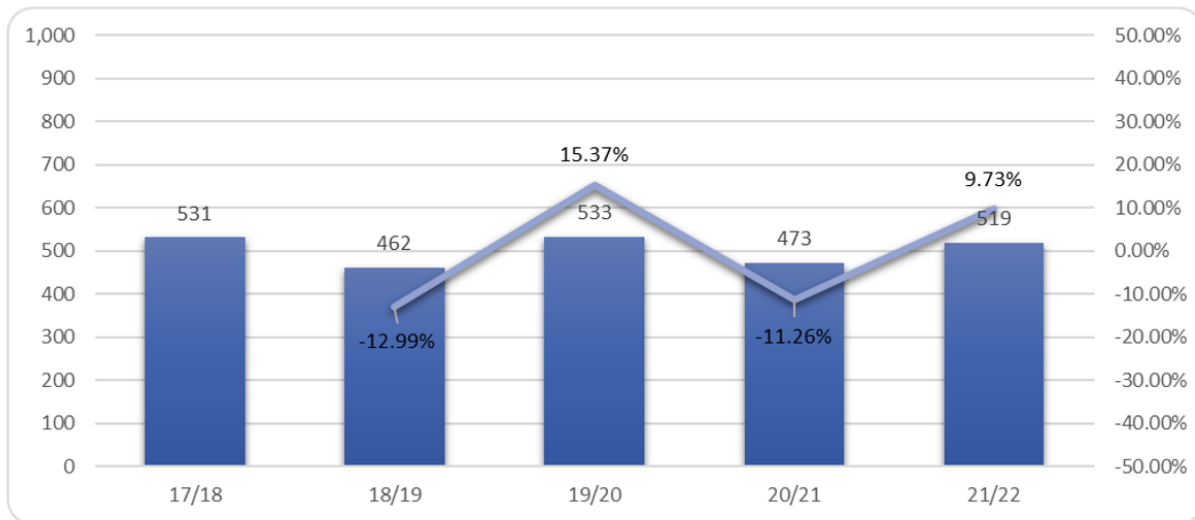
Current unmet needs in the Bertie County fire protection service delivery system are many. Capital replacement of fire apparatus is currently needed within the service delivery system. Upgrade of fire apparatus, tools and equipment is needed in the system. Grant match funding is needed. Volunteerism incentive and staffing programs are needed for Bertie County. Updating station facilities is also needed, among others.

The Bertie County Board of Commissioners are positioned to take a voluntary, proactive step in setting a cap on the rate of the new unified fire protection service district at this time of \$.15 per \$100 valuation. This cap, as permitted by North Carolina General Statute, will ensure that the tax rate for property owners in Bertie County who are included in the Bertie County Fire Protection Service District will not have rates beyond that amount.

4. There is demonstrable demand for the proposed services by persons residing in the district.

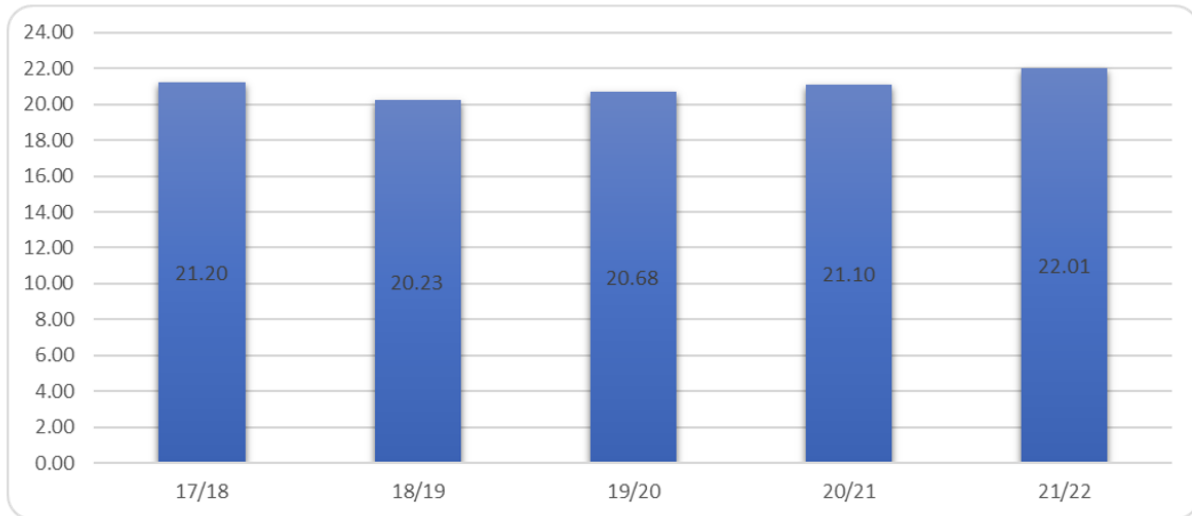
The demand for the proposed fire and rescue services in the proposed fire protection service district is best evidenced by the number of emergency calls for service that consistently occur from residents calling 9-1-1 for emergency assistance with fire, medical or other emergency situations. The chart below for the past five fiscal years illustrates that emergency call volume is very consistent. Across Bertie County, fire services are responding to 503 events annually and 42 events monthly.

Figure 1: Demand by Fiscal Year



Furthermore, data from the five-year review period, evaluating over 2,500 events, indicates that the current fire protection service delivery system in Bertie County is consistently performing in response to the emergency calls that occur.

Figure 15: Total Response Time by Fiscal Year



Over the 5yr. period the **Total Response Time was 21.17, evaluating 2,518 events** within all 12 departments.

With this information, a demonstrated performance statement or baseline statement for the all-risk hazard which can be written as such:

Based on last five fiscal years, Bertie County Fire Services has demonstrated the ability to respond to 90 percent of all events (all risk hazard) within 21 minutes and 10 seconds, or less, from the receipt of the event in the 911 center until the first fire department unit arrived.

As noted earlier, consistent with North Carolina General Statutes, Bertie County municipalities who desire to do so may adopt a resolution requesting Bertie County to include that municipality within the new Bertie County Fire Protection Service District.

If a municipality chooses to be a part of the fire protection service district, the municipal property owners will be taxed at the same rate as the property owners in the unincorporated areas of the service district. However, there are no prohibitions for a municipality to provide additional funding beyond service district funding from the municipal general fund to support fire and rescue services within the municipality if the municipality desires to do so.

The seven (7) Bertie County municipalities that have requested to become part of the Bertie County Fire Protection Service District would be fully integral to the service district in every way.

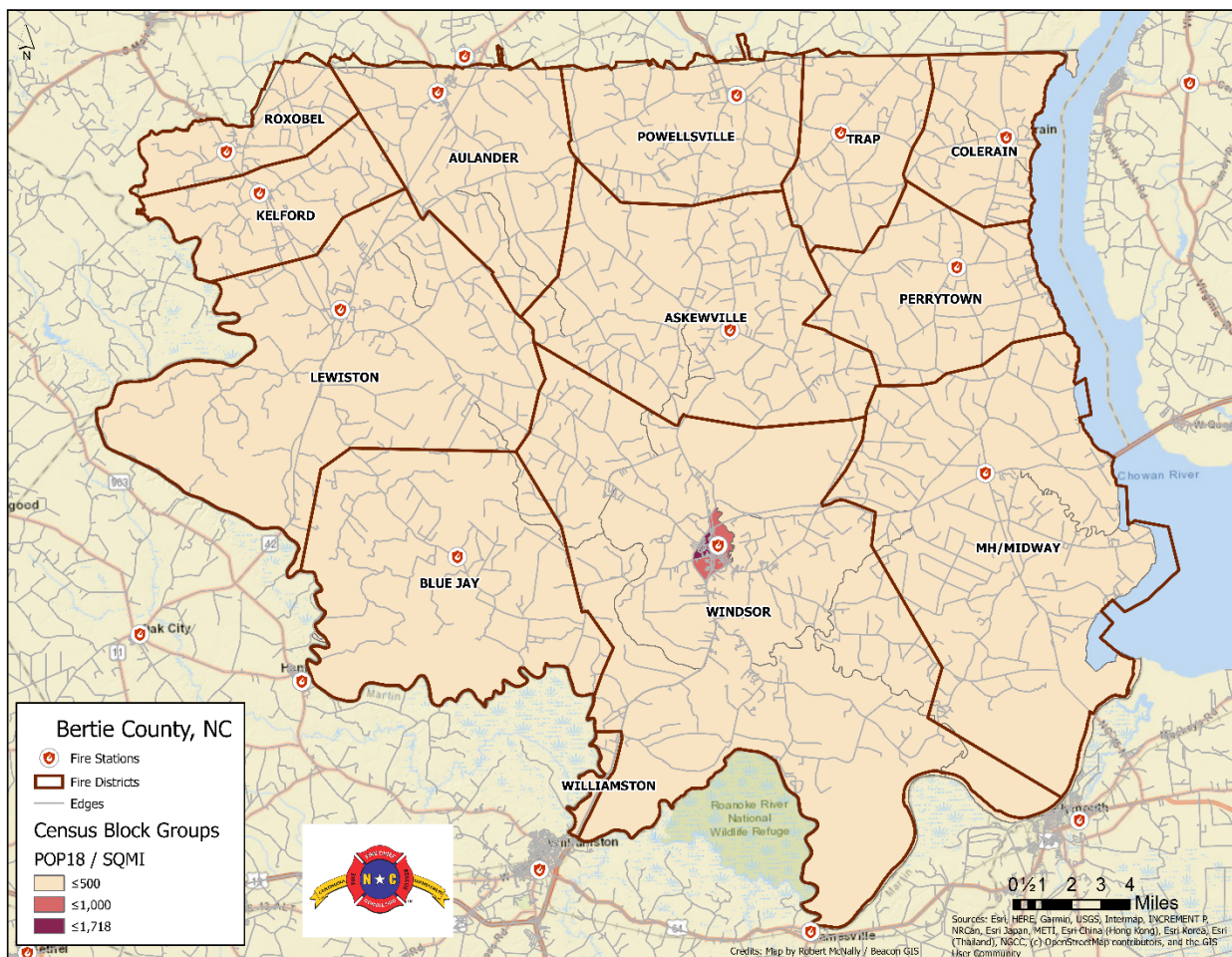
E. Statutory Report – Base Report:

To assist the Bertie County Commissioners in making the above determination, a report is required to be generated addressing each of the above questions and providing relevant data. In addition, this report must also include the following three (3) components:

1. A map of the proposed district showing its proposed boundaries.

The proposed Bertie County Fire Protection Service District will comprise all areas of Bertie County outside of the following one (1) municipal jurisdictional boundary:

- Town of Windsor



2. A statement showing that the proposed fire protection service district meets the five (5) elements/standards as well as the four (4) key findings as outlined above.

The proposed Bertie County Fire Protection Service District meets the five (5) elements/standards as defined in the North Carolina General Statutes in the following ways:

- 1) Within the proposed Bertie County Fire Protection Service District, there are projected to be approximately 13,961 persons, approximately 738 square miles and an average density of approximately 28 persons per square mile. The service district will encompass the unincorporated area of Bertie County as well as seven (7) municipalities – Askewville, Aulander, Colerain, Kelford, Lewiston-Woodville, Powellsville, and Roxobel.
- 2) The projected appraised valuation of the property to be included in the Bertie County Fire Protection Service District is approximately \$975,346,401 which would be subject to taxation in the proposed district.
- 3) Bertie County's general tax rate is \$.865 per \$100 valuation, without any existing fire protection service districts or rural fire tax districts currently in the county. The rates of the seven (7) participating municipalities vary.
- 4) The current tax rate levy for Bertie County for FY 22-23 is \$.865 cents per \$100 of assessed valuation. The proposed service district tax will apply to all real and personal property in the district that is subject to the county's general property tax(es). These taxes are subject to the state's general aggregate property tax limit of \$1.50 per \$100 valuation. The Bertie County Board of Commissioners is positioned to voluntarily set a cap of \$.15 per \$100 valuation on the fire protection service district. Therefore, the county's current tax levy plus the maximum of the fire protection service district is far under the state's maximum aggregate property tax limit.
- 5) Bertie County desires to establish a fire protection service district to provide more sustainable funding long-term for dedicated funding to support delivery of fire and rescue services in Bertie County. Key needs are to address volunteerism trend changes and cost of essential equipment needed to provide fire and rescue services. In addition, goals are to strengthen the governance structure for the Bertie County Board of Commissioners, establish an equitable level of fire service taxation across the unincorporated areas of the county for fire protection, better meet national fire service industry standards and strengthen accountability.

The proposed Bertie County Fire Protection Service District meets the four (4) key findings as defined in the North Carolina General Statutes in the following ways:

- 1) As a core and essential function of local government, there is a clear and demonstrable need for fire and rescue services to be provided in the proposed fire protection service district.
- 2) Because of Bertie County's history of contracting with private, non-profit fire departments and municipalities to provide fire protection services, it is impossible and impractical for Bertie County Government to provide these services directly. The county intends to continue a professional relationship with providers through a performance-based contract. In addition, many of the unincorporated areas of Bertie County do not have fire hydrants and require water haul equipment (tankers) for fire protection, which most municipal fire departments are not well equipped to provide without collaborative help.
- 3) Given the comparable tax rates across North Carolina utilized for fire protection, coupled with the Bertie County Board of Commissioners proactive, voluntary action to cap the rate of the unified fire protection service district at \$.15 per \$100 at this time, it is economically

feasible to provide these essential services in the new unified fire protection service district. It is also possible to phase in the implementation of the tax rate for the service district.

4) With response to over 460 emergency calls for service annually, residents in Bertie County have a clear need for fire and rescue emergency assistance. This level of service has been consistent and with long-term population growth projections, it is anticipated that the call demand for emergency response will only continue to increase moving forward.

3. A plan for providing fire protection services to the single unified fire protection district.

Bertie County plans to develop a performance-based contract and execute that contract with private, non-profit fire departments and municipalities in Bertie County and in immediately surrounding areas where necessary for the provision of fire and rescue services. The contract is planned to represent a best practice document in North Carolina and will reflect similar documents used in other North Carolina counties.

The Bertie County Board of Commissioners plans to establish and authorize a Fire Commission that will be advisory to the Board of Commissioners on all aspects of the Fire Protection Service District. This Commission plans to hold public meetings and all meetings will have proper notice consistent with state statutes. There will be subject matter expert fire service representation from different geographical regions of Bertie County. In addition, the Fire Commission will include consumer residents that have no fire service affiliation. One Board of Commission member will serve as liaison to the Fire Commission as well as the President of the Bertie County Firefighter's Association.

The Fire Commission will make recommendations to the Bertie County Board of Commissioners each fiscal year on budgets and as needed on issues. Each provider fire department with a full fire district in Bertie County will have an annual baseline funding amount to help provide core, essential funding to help the fire department meet minimum contract performance standards. In addition to baseline funding, it is recommended that structures/systems be established to provide for service delivery enhancement, capital needs, and grant provisions. The Bertie County Fire Commission will evaluate funding needs and make recommendations to the Bertie County Board of Commissioners utilizing funding matrix models, grant systems and other innovative, best practice approaches.

F. Drafted Resolution Calling for Public Hearing and Rate Cap:

RESOLUTION TITLE: CALLING A PUBLIC HEARING TO CONSIDER THE ESTABLISHMENT OF A FIRE PROTECTION SERVICE TAX DISTRICT FOR ALL UNINCORPORATED AREAS OF BERTIE COUNTY AND THE TOWNS OF ASKEWVILLE, AULANDER, COLERAIN, KELFORD, LEWISTON-WOODVILLE, POWELLSVILLE AND ROXOBEL AND TO ESTABLISH A RATE CAP

WHEREAS, fire and rescue service needs in the unincorporated areas of Bertie County are growing and the costs of providing fire and rescue services are significantly increasing, especially considering personnel costs and capital expenses; and

WHEREAS, North Carolina General Statutes (“NCGS”) § 153A-301 authorizes the Bertie County Board of Commissioners (the “Board”) to establish and define a service district in order to finance, provide, or maintain for the district certain services in addition to or to a greater extent than those financed, provided, or maintained for the entire County; and

WHEREAS, the Towns of Askewville, Aulander, Colerain, Kelford, Lewiston-Woodville, Powellsville, and Roxobel have been previously providing funding for fire and rescue services through their respective General Fund and each duly adopted independent resolutions, requesting the Bertie County Board of Commissioners to include their respective municipal boundaries in the Bertie County Fire Protection Service District for the purpose of providing fire and rescue services; and

WHEREAS, North Carolina General Statutes (“NCGS”) § 153A-303 prescribes a process whereby municipalities may request the Bertie County Board of Commissioners (the “Board”) to consider including municipalities within the county’s fire protection service district, which has been created in in order to finance, provide, or maintain certain services in addition to or to a greater extent than those financed, provided, or maintained for the entire County; and

WHEREAS, pursuant to NCGS 153A-302(b), the Board must cause a report containing certain specified information to be prepared and filed with the Clerk to the Board; and

WHEREAS, the Board is authorized by NCGS 153A-307 to levy additional taxes in a county service district to finance the level of service provided in the district that is not provided in the entire county; and

WHEREAS, NCGS 153A-309.2 provides specific provisions that counties may use in implementing fire protection service districts, and pursuant to that statute, the Board wishes to limit the amount of special taxes that may be levied in the proposed district; and

WHEREAS, the Board plans to hold a public hearing on June 20, 2023 to consider implementing a fire protection service district to improve the funding structure of the fire protection service delivery system in Bertie County; and

WHEREAS, the Board will consider establishing a single, unified fire protection service district that will encompass all unincorporated areas of Bertie County as well as the municipal boundaries of the towns of Askewville, Aulander, Colerain, Kelford, Lewiston-Woodville, Powellsville, and Roxobel that will provide essential funding for the provision of fire and rescue services; and

WHEREAS, those statutes referenced above authorize the Board to adopt a resolution within ninety (90) days of a public hearing and prior to the first publication of notice that property taxes within a new fire protection service district will not exceed fifteen cents (\$0.15) on each one hundred dollars (\$100) of property subject to taxation; and

WHEREAS, adoption of this resolution providing a cap of \$0.15 per \$100 valuation for the proposed unified fire protection service district represents the maximum amount of taxation that property owners in the unincorporated areas of Bertie County and the towns of Askewville, Aulander, Colerain, Kelford, Lewiston-Woodville, Powellsville, and Roxobel would experience if the fire protection service district were approved.

NOW THEREFORE, BE IT RESOLVED BY THE BERTIE COUNTY BOARD OF COMMISSIONERS:

The Bertie County Board of Commissioners resolve to call for a public hearing on June 20, 2023, to consider the establishment of a single, unified fire protection service district for all unincorporated areas of Bertie County consistent with North Carolina General Statutes and

The Bertie County Board of Commissioners give notice consistent with the North Carolina General Statutes that, if adopted, the property taxes within the new proposed Bertie County fire protection service district will not exceed \$0.15 on each \$100 of property subject to taxation; and

BE IT FURTHER RESOLVED BY THE BERTIE COUNTY BOARD OF COMMISSIONERS:

That the Clerk to the Board is hereby directed to make such publications of the notice of public hearing regarding the proposed new service district as set forth in NCGS § 153A-309.2(b); and

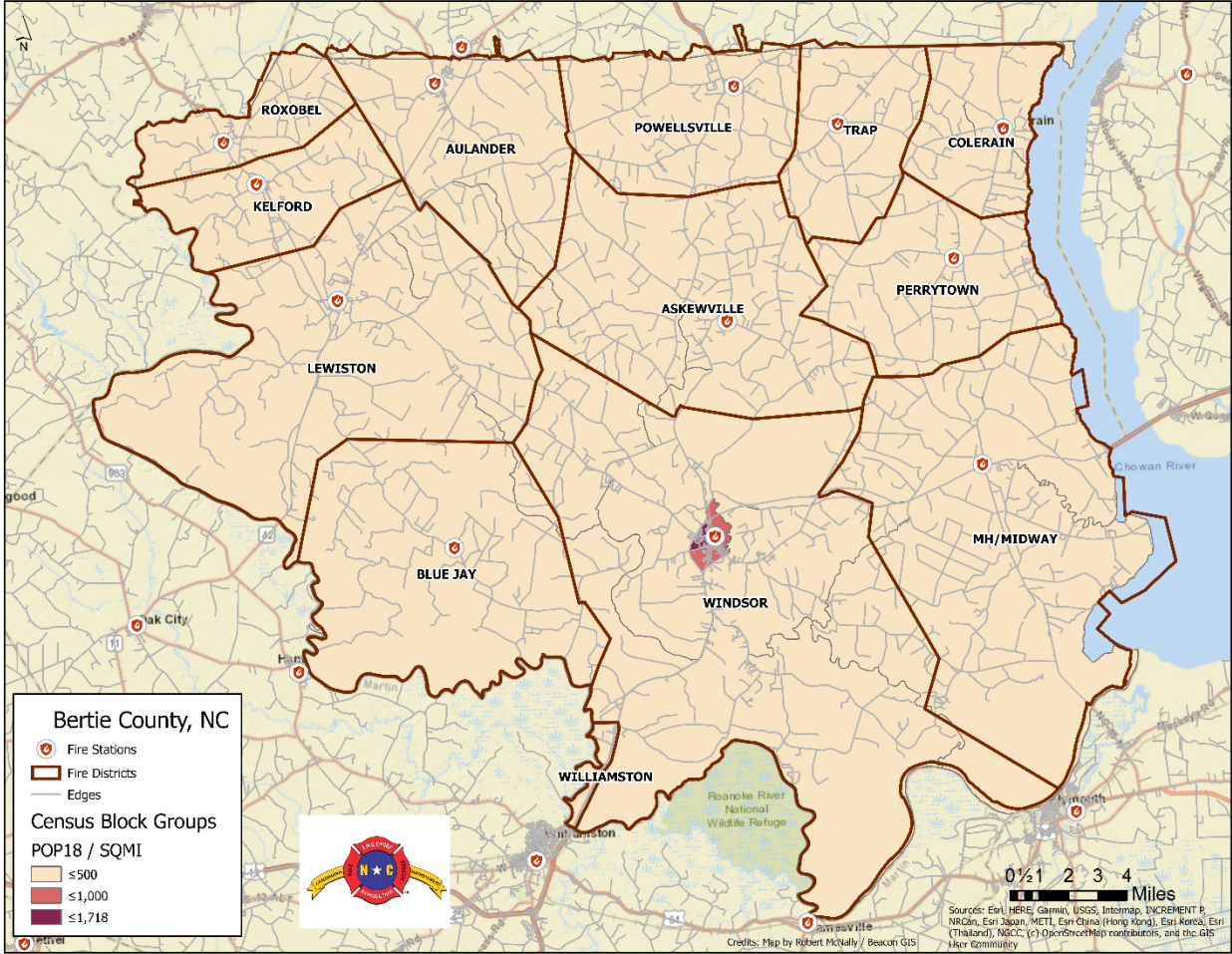
The County Manager or his designee is directed to prepare a map of the proposed district, prepare and file with the Clerk to the Board the report required by NCGS 153A-302(b).

G. Drafted Example of Public Notice:

Bertie County Board of Commissioners Public Notice

Notice is hereby given that, pursuant to the provisions of N.C.G.S. 153A-309.2, the Bertie County Board of Commissioners will hold a public hearing during its regular Board Meeting on June 20, 2023 at 6pm on a proposal on a proposal to establish a unified fire protection service district in Bertie County outside of municipal limits and within the municipal limits of the towns of Askewville, Aulander, Colerain, Kelford, Lewiston-Woodville, Powellsville, and Roxobel for the purpose of funding fire and rescue services in the unincorporated areas of Bertie County and said municipalities. A map of the proposed service district is found below. A report as required by N.C.G.S. 153A-302(b) is available for public inspection in the office of the clerk to the board. Questions should be addressed to the Bertie County Manager. Any person wishing to comment in writing, prior to the public hearing, may do so by forwarding comments to the Clerk to the Board of Commissioners at lashonda.cartwright@bertie.nc.gov. Bertie County strives to ensure that people with disabilities have equal opportunity to access its programs, services, and activities. If you will require assistance to participate in a meeting of the Bertie County Board of Commissioners, we request that you contact the Clerk to the Board at least 5 business days before the event.

The proposed Bertie County Fire Protection Service District is to include all unincorporated areas of Bertie County and the municipalities of Askewville, Aulander, Colerain, Kelford, Lewiston-Woodville, Powellsville, and Roxobel. It does not include the Town of Windsor.



H. Disclaimer:

This project has been conducted by NC Fire Chief Consulting upon the written request of Bertie County. The sole intent of this project is to improve, advance and strengthen the fire protection service delivery system in Bertie County and the State of North Carolina. Persons involved in this report have contributed for the purposes of providing information, professional observations and recommendations to the county elected officials, management, and the fire service leadership. Recommendations included in this report are based upon professional experience and understanding of North Carolina state statute and current fire and rescue service best practices. Information contained within this document is not intended to be fully comprehensive, and recommendations are based on information available at this time. As with any project based on a snapshot in time, additional facts, local issues and/or changes in the facts could alter the conclusions and recommendations in this document. This document is solely to be utilized by local government and fire service officials for long-term decision making and planning purposes. It should not be utilized for any other purpose. No warranties or guarantees (express or implied) are provided. While this document will hopefully assist local officials in their deliberative and long-term planning process, it should be recognized that there are many local issues that may impact the ultimate decisions and what works for a particular jurisdiction. The ultimate decision-making lies with the appropriate local government officials.



RESOLUTION TITLE: CALLING A PUBLIC HEARING TO CONSIDER THE ESTABLISHMENT OF A FIRE PROTECTION SERVICE TAX DISTRICT FOR ALL UNINCORPORATED AREAS OF BERTIE COUNTY AND THE TOWNS OF ASKEWVILLE, AULANDER, COLERAIN, KELFORD, LEWISTON-WOODVILLE, POWELLVILLE AND ROXOBEL AND TO ESTABLISH A RATE CAP

WHEREAS, fire and rescue service needs in the unincorporated areas of Bertie County are growing and the costs of providing fire and rescue services are significantly increasing, especially considering personnel costs and capital expenses; and

WHEREAS, North Carolina General Statutes (“NCGS”) § 153A-301 authorizes the Bertie County Board of Commissioners (the “Board”) to establish and define a service district in order to finance, provide, or maintain for the district certain services in addition to or to a greater extent than those financed, provided, or maintained for the entire County; and

WHEREAS, the Towns of Askewville, Aulander, Colerain, Kelford, Lewiston-Woodville, Powellville, and Roxobel have been previously providing funding for fire and rescue services through their respective General Fund and each duly adopted independent resolutions, requesting the Bertie County Board of Commissioners to include their respective municipal boundaries in the Bertie County Fire Protection Service District for the purpose of providing fire and rescue services; and

WHEREAS, North Carolina General Statutes (“NCGS”) § 153A-303 prescribes a process whereby municipalities may request the Bertie County Board of Commissioners (the “Board”) to consider including municipalities within the county’s fire protection service district, which has been created in in order to finance, provide, or maintain certain services in addition to or to a greater extent than those financed, provided, or maintained for the entire County; and

WHEREAS, pursuant to NCGS 153A-302(b), the Board must cause a report containing certain specified information to be prepared and filed with the Clerk to the Board; and

WHEREAS, the Board is authorized by NCGS 153A-307 to levy additional taxes in a county service district to finance the level of service provided in the district that is not provided in the entire county; and

WHEREAS, NCGS 153A-309.2 provides specific provisions that counties may use in implementing fire protection service districts, and pursuant to that statute, the Board wishes to limit the amount of special taxes that may be levied in the proposed district; and

WHEREAS, the Board plans to hold a public hearing on June 20, 2023 to consider implementing a fire protection service district to improve the funding structure of the fire protection service delivery system in Bertie County; and

WHEREAS, the Board will consider establishing a single, unified fire protection service district that will encompass all unincorporated areas of Bertie County as well as the municipal boundaries of the towns of Askewville, Aulander, Colerain, Kelford, Lewiston-Woodville,

Powellsville, and Roxobel that will provide essential funding for the provision of fire and rescue services; and

WHEREAS, those statutes referenced above authorize the Board to adopt a resolution within ninety (90) days of a public hearing and prior to the first publication of notice that property taxes within a new fire protection service district will not exceed fifteen cents (\$0.15) on each one hundred dollars (\$100) of property subject to taxation; and

WHEREAS, adoption of this resolution providing a cap of \$0.15 per \$100 valuation for the proposed unified fire protection service district represents the maximum amount of taxation that property owners in the unincorporated areas of Bertie County and the towns of Askewville, Aulander, Colerain, Kelford, Lewiston-Woodville, Powellsville, and Roxobel would experience if the fire protection service district were approved.

NOW THEREFORE, BE IT RESOLVED BY THE BERTIE COUNTY BOARD OF COMMISSIONERS:

The Bertie County Board of Commissioners resolve to call for a public hearing on June 20, 2023, to consider the establishment of a single, unified fire protection service district for all unincorporated areas of Bertie County consistent with North Carolina General Statutes and

The Bertie County Board of Commissioners give notice consistent with the North Carolina General Statutes that, if adopted, the property taxes within the new proposed Bertie County fire protection service district will not exceed \$0.15 on each \$100 of property subject to taxation; and

BE IT FURTHER RESOLVED BY THE BERTIE COUNTY BOARD OF COMMISSIONERS:

That the Clerk to the Board is hereby directed to make such publications of the notice of public hearing regarding the proposed new service district as set forth in NCGS § 153A-309.2(b); and

The County Manager or his designee is directed to prepare a map of the proposed district, prepare and file with the Clerk to the Board the report required by NCGS 153A-302(b).

Adopted this the 22nd day of May, 2023



Ronald Wesson, Chairman

ATTEST:



LaShonda Cartwright, Clerk

**TOWN OF ASKEWVILLE, NORTH CAROLINA
RESOLUTION INCLUDING THE TOWN OF ASKEWVILLE WITHIN THE BERTIE COUNTY FIRE
PROTECTION SERVICE TAX DISTRICT**

RESOLUTION NUMBER: 0023

WHEREAS; the Bertie County Board of Commissioners (Board) intend to create a county service tax district for the purpose of financing fire protection as authorized in G.S. 153A-301, and;

WHEREAS; the Board intends to establish such a district as outlined in G.S. 153A-302, and;

WHEREAS; pursuant to G.S. 153A-302(a) territory lying within the corporate limits of a municipality or sanitary district may not be included in a county service tax district unless the governing body of the municipality or sanitary district agrees by resolution to such inclusion, and;

WHEREAS; expenses related to the provision of fire protection services are increasing due to increased fire facilities, staff, and apparatus required to maintain service levels, and;

WHEREAS, the Town of Askeville desires to be included in the Bertie County Fire Protection Service Tax District, and

WHEREAS; Bertie County will contract for fire protection services within the boundaries of the fire protection service tax district, and;

WHEREAS; all citizens within the corporate limits of Askeville will be taxed at a uniform rate established by the Bertie County Board of Commissioners for the fire protection service tax district;

NOW THEREFORE BE IT RESOLVED; the Askeville Town Council hereby declare their desire to be included within the Bertie County Fire Protection Service Tax District and authorize a limit in the rate of tax being levied to a maximum of fifteen cents (\$0.15) on each one hundred dollars (\$100.00) of property subject to taxation consistent with the limitations of G.S. 153A-307.

Adopted this First day of May, 2023 while in regular session.

ATTEST:


Town Clerk


Mayor

**TOWN OF AULANDER, NORTH CAROLINA
RESOLUTION INCLUDING THE TOWN OF AULANDER WITHIN THE BERTIE COUNTY FIRE
PROTECTION SERVICE TAX DISTRICT**

RESOLUTION NUMBER: 001-2023

WHEREAS; the Bertie County Board of Commissioners (Board) intend to create a county service tax district for the purpose of financing fire protection as authorized in G.S. 153A-301, and;

WHEREAS; the Board intends to establish such a district as outlined in G.S. 153A-302, and;

WHEREAS; pursuant to G.S. 153A-302(a) territory lying within the corporate limits of a municipality or sanitary district may not be included in a county service tax district unless the governing body of the municipality or sanitary district agrees by resolution to such inclusion, and;

WHEREAS; expenses related to the provision of fire protection services are increasing due to increased fire facilities, staff, and apparatus required to maintain service levels, and;

WHEREAS, the Town of Aulander desires to be included in the Bertie County Fire Protection Service Tax District, and

WHEREAS; Bertie County will contract for fire protection services within the boundaries of the fire protection service tax district, and;

WHEREAS; all citizens within the corporate limits of Aulander will be taxed at a uniform rate established by the Bertie County Board of Commissioners for the fire protection service tax district;

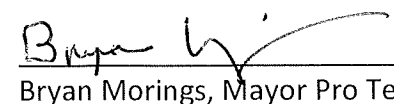
NOW, THEREFORE, BE IT RESOLVED; the Aulander Town Council hereby declare their desire to be included within the Bertie County Fire Protection Service Tax District and authorize a limit in the rate of tax being levied to a maximum of fifteen cents (\$0.15) on each one hundred dollars (\$100.00) of property subject to taxation consistent with the limitations of G.S. 153A-307.

Adopted this 16TH day of May, 2023 while in regular session.

ATTEST:



Lynne Conner, Town Clerk



Bryan Morings, Mayor Pro Tem

**TOWN OF LEWISTON WOODVILLE, NORTH CAROLINA
RESOLUTION INCLUDING THE TOWN OF LEWISTON WOODVILLE WITHIN THE BERTIE COUNTY
FIRE PROTECTION SERVICE TAX DISTRICT**

RESOLUTION NUMBER: _____

WHEREAS; the Bertie County Board of Commissioners (Board) intend to create a county service tax district for the purpose of financing fire protection as authorized in G.S. 153A-301, and;

WHEREAS; the Board intends to establish such a district as outlined in G.S. 153A-302, and;

WHEREAS; pursuant to G.S. 153A-302(a) territory lying within the corporate limits of a municipality or sanitary district may not be included in a county service tax district unless the governing body of the municipality or sanitary district agrees by resolution to such inclusion, and;

WHEREAS; expenses related to the provision of fire protection services are increasing due to increased fire facilities, staff, and apparatus required to maintain service levels, and;

WHEREAS, the Town of Lewiston Woodville desires to be included in the Bertie County Fire Protection Service Tax District, and

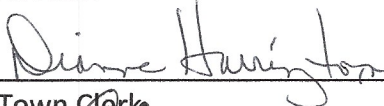
WHEREAS; Bertie County will contract for fire protection services within the boundaries of the fire protection service tax district, and;

WHEREAS; all citizens within the corporate limits of Lewiston Woodville will be taxed at a uniform rate established by the Bertie County Board of Commissioners for the fire protection service tax district;

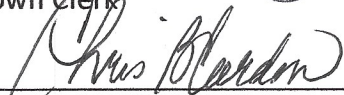
NOW THEREFORE BE IT RESOLVED; the Lewiston Woodville Town Council hereby declare their desire to be included within the Bertie County Fire Protection Service Tax District and authorize a limit in the rate of tax being levied to a maximum of fifteen cents (\$0.15) on each one hundred dollars (\$100.00) of property subject to taxation consistent with the limitations of G.S. 153A-307.

Adopted this 1st day of May, 2023 while in regular session.

ATTEST:



Town Clerk



Mayor



**TOWN OF ROXOBEL, NORTH CAROLINA
RESOLUTION INCLUDING THE TOWN OF ROXOBEL WITHIN THE BERTIE COUNTY FIRE
PROTECTION SERVICE TAX DISTRICT**

RESOLUTION NUMBER: _____

WHEREAS; the Bertie County Board of Commissioners (Board) intend to create a county service tax district for the purpose of financing fire protection as authorized in G.S. 153A-301, and;

WHEREAS; the Board intends to establish such a district as outlined in G.S. 153A-302, and;

WHEREAS; pursuant to G.S. 153A-302(a) territory lying within the corporate limits of a municipality or sanitary district may not be included in a county service tax district unless the governing body of the municipality or sanitary district agrees by resolution to such inclusion, and;

WHEREAS; expenses related to the provision of fire protection services are increasing due to increased fire facilities, staff, and apparatus required to maintain service levels, and;

WHEREAS, the Town of Roxobel desires to be included in the Bertie County Fire Protection Service Tax District, and

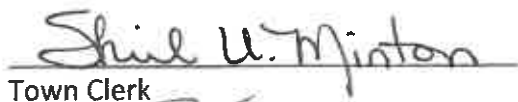
WHEREAS; Bertie County will contract for fire protection services within the boundaries of the fire protection service tax district, and;

WHEREAS; all citizens within the corporate limits of Roxobel will be taxed at a uniform rate established by the Bertie County Board of Commissioners for the fire protection service tax district;

NOW THEREFORE BE IT RESOLVED; the Roxobel Town Council hereby declare their desire to be included within the Bertie County Fire Protection Service Tax District and authorize a limit in the rate of tax being levied to a maximum of fifteen cents (\$0.15) on each one hundred dollars (\$100.00) of property subject to taxation consistent with the limitations of G.S. 153A-307.

Adopted this 9th day of May, 2023 while in regular session.

ATTEST:


Town Clerk


Mayor

**TOWN OF KELFORD, NORTH CAROLINA
RESOLUTION INCLUDING THE TOWN OF KELFORD WITHIN THE BERTIE COUNTY FIRE
PROTECTION SERVICE TAX DISTRICT**

RESOLUTION NUMBER: _____

WHEREAS; the Bertie County Board of Commissioners (Board) intend to create a county service tax district for the purpose of financing fire protection as authorized in G.S. 153A-301, and;

WHEREAS; the Board intends to establish such a district as outlined in G.S. 153A-302, and;

WHEREAS; pursuant to G.S. 153A-302(a) territory lying within the corporate limits of a municipality or sanitary district may not be included in a county service tax district unless the governing body of the municipality or sanitary district agrees by resolution to such inclusion, and;

WHEREAS; expenses related to the provision of fire protection services are increasing due to increased fire facilities, staff, and apparatus required to maintain service levels, and;

WHEREAS, the Town of Kelford desires to be included in the Bertie County Fire Protection Service Tax District, and

WHEREAS; Bertie County will contract for fire protection services within the boundaries of the fire protection service tax district; and;

WHEREAS; all citizens within the corporate limits of Kelford will be taxed at a uniform rate established by the Bertie County Board of Commissioners for the fire protection service tax district;

NOW THEREFORE BE IT RESOLVED; the Kelford Town Council hereby declare their desire to be included within the Bertie County Fire Protection Service Tax District and authorize a limit in the rate of tax being levied to a maximum of fifteen cents (\$0.15) on each one hundred dollars (\$100.00) of property subject to taxation consistent with the limitations of G.S. 153A-307.

Adopted this May 1 , 2023 while in regular session.

ATTEST:

B. Marie Gavin

Town Clerk

Randy H. [Signature]
Mayor

TOWN OF POWELLSVILLE, NORTH CAROLINA
RESOLUTION INCLUDING THE TOWN OF POWELLSVILLE WITHIN THE BERTIE COUNTY
FIRE PROTECTION SERVICE TAX DISTRICT

RESOLUTION NUMBER: M022023

WHEREAS: the Bertie County Board of Commissioners (Board) intend to create a county service tax district for the purpose of financing fire protection as authorized in G.S. 153A-301, and;

WHEREAS: the Board intends to establish such a district as outlined in G.S. 153A-302, and;

WHEREAS; pursuant to G.S. 153A-302(a) territory lying within the corporate limits of a municipality or sanitary district may not be included in a county service tax district unless the governing body of the municipality or sanitary district agrees by resolution to such inclusion, and;

WHEREAS; expenses related to the provision of fire protection services are increasing due to increased fire facilities, staff, and apparatus required to maintain service levels, and;



WHEREAS, the Town of POWELLSVILLE desires to be included in the Bertie County Fire Protection Service Tax District, and

WHEREAS: Bertie County will contract for fire protection services within the boundaries of the fire protection service tax district, and;

WHEREAS: all citizens within the corporate limits of POWELLSVILLE will be taxed at a uniform rate established by the Bertie County Board of Commissioners for the fire protection service tax district;

NOW THEREFORE BE IT RESOLVED; the TOWN OF POWELLSVILLE Town Council hereby declare their desire to be included within the Bertie County Fire Protection Service Tax District and authorize a limit in the rate of tax being levied to a maximum of fifteen cents (\$0.15) on each one hundred dollars (\$100.00) of property subject to taxation consistent with the limitations of G.S. 153A-307.

Adopted this SECOND DAY OF MAY, 2022 while in regular session.

ATTEST:

Town Clerk

Mayor

TOWN OF Coleman, NORTH CAROLINA
RESOLUTION INCLUDING THE TOWN OF Coleman WITHIN THE BERTIE COUNTY
FIRE PROTECTION SERVICE TAX DISTRICT

RESOLUTION NUMBER: 051723

WHEREAS; the Bertie County Board of Commissioners (Board) intend to create a county service tax district for the purpose of financing fire protection as authorized in G.S. 153A-301, and;

WHEREAS; the Board intends to establish such a district as outlined in G.S. 153A-302, and;

WHEREAS; pursuant to G.S. 153A-302(a) territory lying within the corporate limits of a municipality or sanitary district may not be included in a county service tax district unless the governing body of the municipality or sanitary district agrees by resolution to such inclusion, and;

WHEREAS; expenses related to the provision of fire protection services are increasing due to increased fire facilities, staff, and apparatus required to maintain service levels, and;

WHEREAS, the Town of Coleman desires to be included in the Bertie County Fire Protection Service Tax District, and

WHEREAS; Bertie County will contract for fire protection services within the boundaries of the fire protection service tax district, and;

WHEREAS; all citizens within the corporate limits of Coleman will be taxed at a uniform rate established by the Bertie County Board of Commissioners for the fire protection service tax district;

NOW THEREFORE BE IT RESOLVED; the Coleman Town Council hereby declare their desire to be included within the Bertie County Fire Protection Service Tax District and authorize a limit in the rate of tax being levied to a maximum of fifteen cents (\$0.15) on each one hundred dollars (\$100.00) of property subject to taxation consistent with the limitations of G.S. 153A-307.

Adopted this 17th of May, 2023 while in regular session.

ATTEST:

Town Clerk

Walter P. King 5/17/23
Mayor



Bertie County

Board of Commissioners

ITEM

ABSTRACT MEETING DATE: June 20, 2023

SECTION: Consent (C-1 to C-6)

DEPARTMENT: Governing Body

TOPICS:

1. Approve Register of Deeds Fees Report - May 2023
2. Agreement for Transportation Services with New Directions Non-Emergency Medical Transport
3. Agreement for Transportation Services with Choanoke Public Transportation Authority
4. Contractual Agreement with Interim Healthcare - Morris Group, Inc.
5. FY 2023-24 Home & Community Care Block Grant for Older Adults Agreement & Funding Plan
6. Budget Amendments

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

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, 2023 and for an itemized statement thereof, I respectfully refer you to the following books in my office.

AMOUNT SUBJECT TO GS 161-50.2

10-0030-4344-01	REAL ESTATE REGISTRATION-----	\$3,447.60
10-0030-4344-03	VITAL STATISTICS-----	\$1,441.00
10-0050-4839-02	MISCELLANEOUS(NOTARY OATHS/PHOTO COPIES, ETC)-----	\$138.65
10-0030-4344-04	NO. MARRIAGE LICENSE----- <u>3 @60.00</u>	\$180.00
		<u>\$5,207.25</u>
10-0018-4240-01	N. C. STATE EXCISE STAMP TAX-----	\$6,718.00
10-0030-4344-10	STATE TREASURER FEE----- <u>117 @\$6.20</u>	\$725.40
	STATE VITAL RECORDS----- <u>8 @14.00</u>	\$112.00
		<u>\$12,762.65</u>
10-0000-1251-00	A/R IN/OUT(REFUND)-----	
		<u>\$12,762.65</u>

Annie F Wilson, ROD
REGISTER OF DEEDS - BERTIE COUNTY
By: Kayla White, Dep.



C-2

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, Wake, 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, 2023, and shall terminate automatically on JUNE 30, 2024.
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 \$59.00 per round trip or \$29.50 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, 2023
Labor Day	-	September 4, 2023
Thanksgiving Day	-	November 23, 24, 2023
Christmas Day	-	December 22, 25, 2023
New Year's Day	-	January 1, 2024
Dr. King's Birthday	-	January 15, 2024
Easter	-	April 1, 2024
Memorial Day	-	May 27, 2024

In order to communicate with you during inclement weather conditions you may call (252) 287-3564 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.

\$29.50 per unit of service (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 21st day of May 2023

NEW DIRECTIONS NON-EMERGENCY MEDICAL TRANSPORT, INC.

Remitra Mervis

BY

Shandra Liss

WITNESS

COUNTY OF BERTIE

BY _____



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, 2023 and shall terminate automatically on JUNE 30, 2024.
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 \$28.66 per round trip or \$14.33 per unit of service for local trips and \$57.96 per round trip or \$28.98 per unit of service for out of county medical (Greenville, NC) 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	---	<i>JULY 4, 2023</i>
Labor Day	---	<i>SEPTEMBER 4, 2023</i>
Thanksgiving Days	---	<i>NOVEMBER 23 & 24, 2023</i>
Christmas Days	---	<i>DECEMBER 22 & 25, 2023</i>
New Year's Day	---	<i>JANUARY 1, 2024</i>
Dr. King's Birthday	---	<i>JANUARY 15, 2024</i>
Good Friday	---	<i>MARCH 29, 2024</i>
Memorial Day	---	<i>MAY 27, 2024</i>

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:

\$14.33 per unit of service for local trips and **\$28.98** per unit of service for out of county medical (Greenville, NC) trips (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 16th day of February, 2023.

CHOANOKE PUBLIC TRANSPORTATION AUTHORITY

Shonda Williams
WITNESS

BY Pamela Perry

THE COUNTY OF BERTIE

WITNESS

BY _____



C-4

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, 2023**, 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 **\$18.00** 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, 2024**. 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 case, 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 of 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: 5/16/2023

PROVIDER

DEPARTMENT

Interim Health Care- Morris Group, Inc.

By: Lisa M Zube RN BSN

Title: Regional Director

Date: 5/16/2023

Bertie County Council on Aging

By: Lenita C. Thompson

Title: Aging Services Director

Date: 05/22/2023



C-5

NORTH CAROLINA

BERTIE COUNTY

THIS FOOD SERVICE CONTRACT, dated this day the 1 of July, 2023, by and between Bertie County, a political subdivision of the State of North Carolina, party of the first part, and Carolyn Thomas, doing business as Trumps Restaurant, parties of the second part:

WITNESSETH:

WHEREAS, party of the first part, by and through Bertie County Council on Aging administer the Home and Community Care Block Grant Congregate Nutrition and Home Delivered Meals Nutrition Program pursuant to Title III of the Older American Act (hereinafter “the Title III Nutrition Program”);

WHEREAS, the purpose of the Title III Nutrition Program is to provide one hot nutritious noon meal per serving day with 1/3 of the minimum daily allowance (a minimum of 700 calories) for older adults. The target population for this service is persons sixty (60) years of age or older, with emphasis on the low-income minority elderly. Emphasis is also placed on service to the rural elderly; and

WHEREAS, the annual estimate of approximately 28,815 meals (between 84 to 142 meals per day) must be prepared and transported in bulk or pre-plated in order to fulfill the needs addressed by the Title III Nutrition Program. There are approximately 255 serving days beginning July 1, 2023 and ending June 30, 2024.

WHEREAS, in order to carry out the purposes of the program, the party of the first part requires the services of a Food Service Contractor;

WHEREAS, the parties of the second part are food service contractors located in Windsor Bertie County, North Carolina;

WHEREAS, The party of the first part advertised a request for proposals pursuant to the competitive bidding requirements of Chapter 143 of the North Carolina General Statutes;

WHEREAS, parties of the second part submitted a bid in compliance with the request for proposals, and parties of the second part were the lowest responsible bidders; WHEREAS, the party of the first part evaluated the bids received and selected the bid by the second part; and

WHEREAS, this Food Service Contract is intended to memorialize the agreement by and between the party of the first part and the parties of the second part regarding the provision of meals by parties of the second part as required by the party of the first part pursuant to the Title III Nutrition Program, by incorporating herein the Bid Specifications and Requirements.

NOW THEREFORE, in consideration of Ten Dollars and the other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The parties of the second part shall prepare between 84 to 142 hot meals per day to be prepared and transported in bulk or pre-plated, beginning July 1, 2023 and ending June 30, 2024, all in accordance with the terms of the Bid Specifications and Requirements attached hereto as Exhibit A, and incorporated herein by reference. Parties of the second part shall receive a total of **\$5.15** per meal from the party of the first part, billed and payable on a monthly basis, in accordance with the Bid Specifications and Requirements.

2. The parties shall comply in all respects with the terms set forth in the Bid Specifications and Requirements attached hereto as Exhibit A and incorporated herein.

3. This agreement shall be interpreted under the laws of the State of North Carolina.

4. Parties of the second part warrant that all information provided on the Bidder Qualifications Form attached hereto as Exhibit B and incorporated herein is accurate in all material respects.

5. This agreement shall be terminated by the Party of the First Part in the event the funding for the Title III Nutrition Program is discontinued or terminated.

6. This agreement, as well as the attachments hereto, constitutes the entire agreement of the parties. No amendment hereto shall be enforceable unless in writing by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed by their duly authorized representatives this day and year first above written.

BERTIE COUNTY

Bertie County Council on Aging

Juan Vaughan II, County Manager

LaShonda Cartwright, Clerk to the Board

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

Finance Officer

Trumps Restaurant

By: _____
Carolyn Thomas



C-6

BUDGET AMENDMENT

23-08

	INCREASE		INCREASE
10-0050-4839-01	\$ 2,500	10-4950-5499-00	\$ 2,500

INCREASE BUDGET FOR GRANT RECEIVED FROM AMERICAN HEART ASSOCIATION
TO COOPERATIVE EXTENSION FOR HEART HEALTHY EATING PROGRAMS
FUNDS WILL NEED TO BE CARRIED OVER TO FY24

10-0050-4839-04	\$ 29,423.33	10-4330-5352-00	\$ 29,423.33
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INCREASE BUDGET FOR EMERGENCY TOWER REPAIR UTILIZING FUNDS
RECEIVED FROM INSURANCE POOL

12-0025-4531-01	\$ 84,120	12-5310-5499-00	\$ 84,120
12-0050-4839-01	\$ 38,960	12-5310-5499-00	\$ 38,960
	\$ 123,081		\$ 123,081

CONTINUOUS COVERAGE UNWINDING & GAP "HOLD HARMLESS FUNDS FROM STATE
FUNDS WILL NEED TO BE RESERVED AND CARRIED OVER TO FY24
GAP HOLD HARMLESS E&E SA: \$3,841.13
GAP HOLD HARMLESS E&E: \$80,279.34
CCU MEDICAID: \$38960.46

APPROVED ___ / ___ /2023



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: June 20, 2023

SECTION: Discussion

DEPARTMENT: Governing Body (D-1 to D-4)

TOPIC(S):

1. Discussion of Plans to Establish Bertie County Fire Protection Service District
2. Discussion of Changes to FY 2023-24 County Budget
3. Discussion of Plans to Adopt FY 2023-24 County Budget and Fee Schedule
4. Upcoming Meetings
 - a. **July 14, 2023 7:00 PM**
Mayors & Commissioners Dinner - Aulander
 - b. **July 21 - 24, 2023**
NACo Conference

COUNTY MANAGER RECOMMENDATION OR COMMENTS:

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

ATTACHMENTS: Yes

LEGAL REVIEW PENDING: N/A

ITEM HISTORY: ---



D-1

**BERTIE COUNTY
NORTH CAROLINA**

RESOLUTION TITLE: DEFINING AND ESTABLISHING THE BERTIE COUNTY FIRE PROTECTION SERVICE DISTRICT TO PROVIDE FIRE PROTECTION AND RESCUE SERVICES TO THE UNINCORPORATED AREAS OF BERTIE COUNTY AND THE TOWNS OF ASKEWVILLE, AULANDER, COLERAIN, KELFORD, LEWISTON-WOODVILLE, POWELLSVILLE, AND ROXOBEL.

WHEREAS, North Carolina General Statutes (“NCGS”) § 153A-301 and 153A-309.2 authorize Bertie County Board of Commissioners to establish and define a service district in order to finance, provide, or maintain for the district certain services in addition to or to a greater extent than those financed, provided, or maintained for the entire county;

WHEREAS, in determining whether to establish a unified, countywide service district to provide fire protection and rescue services, the Board considered the population and the population density of the proposed district, the appraised value of property subject to taxation in the proposed district, the present tax rates of the County and any special districts in which the district or any portion thereof is located, the ability of the proposed district to sustain the additional taxes necessary to provide the services planned for the district, and any other matters that the Commissioners believe to have a bearing on whether the district should be established, pursuant to NCGS § 153A-302(a);

WHEREAS, upon the information and evidence it has received, the Board finds there is a demonstrable need and demand by the persons living in the proposed unified service district for providing fire protection and rescue services in the district;

WHEREAS, the Board further finds that it is impractical to provide the fire protection and rescue services across the entire county, and it is economically feasible to provide these services within the proposed service district without unreasonable or burdensome annual tax levies;

WHEREAS, the Board approved on May 22, 2023, a Resolution “Calling a Public Hearing to Consider the Establishment of a Fire Protection Service Tax District for All Unincorporated Areas of Bertie County and the Towns of Askewville, Aulander, Colerain, Kelford, Lewiston-Woodville, Powellsville and Roxobel and to Establish a Rate Cap”, pursuant to NCGS § 153A-309.2;

WHEREAS, a report on “2023 Bertie County Fire Protection Service District NCGS Report” has been prepared containing a map of the proposed unified countywide service district, showing its proposed boundaries, a statement showing that the proposed service district favorably meets the standards set forth in NCGS § 153A-302(b) and defined in NCGS §153A-309.2(b), and a plan for providing the needed fire protection and rescue services; and a copy of the report has been available for public inspection in the office of the Clerk to the Board for more than two weeks before the date of the required public hearing before adopting a resolution defining a new service

district, and the Notice and Report is attached hereto and incorporated herein by reference; and

WHEREAS, it has been duly certified to the Bertie County Board of Commissioners that Notice of Public Hearing on the establishment of the unified, countywide service district for fire protection services was duly published in accordance with the provisions of NCGS § 153A-309.2 and such public hearing was held on June 20, 2023.

NOW THEREFORE, BE IT RESOLVED BY THE BERTIE COUNTY BOARD OF COMMISSIONERS:

1. The countywide service district is hereby defined and established, as more fully described in the attached Notice of Public Hearing and Report on "2023 Bertie County Fire Protection Service District NCGS Report", for the purpose of providing needed fire protection and rescue services within said district area. This new service district is to hereby be recognized from here forward as the "Bertie County Fire Protection Service District".
2. The Bertie County Tax Assessor/Collector shall levy a special tax in an amount to be determined by the Bertie County Board of Commissioners on behalf of Bertie County within said service district in addition to those levied throughout the County in order to finance, provide and maintain fire protection and rescue services within the newly defined and established service district in addition to or to a greater extent than those financed, provided, or maintained for the entire County.
3. This resolution defining and establishing the unified, countywide service district to provide fire protection and rescue services shall take effect on July 1, 2023.

Adopted this the 20th day of June, 2023.

Ronald Wesson, Chairman

Attest:

LaShonda Cartwright, Clerk