July 22, 2019
9:00am

CALL TO ORDER…………………………………………………………………………… Chairman Newell

INVOCATION

PLEDGE OF ALLEGIANCE

DISCUSSION/ADJUSTMENT/APPROVAL OF AGENDA

RECOGNITION

ITEM #1
Governor’s Award for Volunteer Service ………………………………….. Chairman Newell

ITEM #2
Presentation of Soft Body Armor Grant to Sheriff’s Office ……………….. Bob Carruth & Bill Halliburton

INFORMAL COMMENTS
The Person County Board of Commissioners established a 10-minute segment which is open for informal comments and/or questions from citizens of this county on issues, other than those issues for which a public hearing has been scheduled. The time will be divided equally among those wishing to comment. It is requested that any person who wishes to address the Board, register with the Clerk to the Board prior to the meeting.

ITEM #3
DISCUSSION/ADJUSTMENT/APPROVAL OF CONSENT AGENDA

A. Approval of Minutes of June 11, 2019,
B. Approval of Minutes of June 17, 2019,
C. Budget Amendment #1,
D. Budget Amendment #2 CIP,
E. DSS Attorney Contracts for Fiscal Year 2019-2020 with primary attorney, Tom Fitzgerald, and secondary attorneys, Julie Ramsey and Joe Weinberger, Jr.,
F. Home and Community Care Block Grant for Older Adults County Funding Plan for Fiscal Year 2018-2019 Revision #2 Final Report,
G. Home and Community Care Block Grant for Older Adults Agreement between Person County and Kerr-Tar Area Agency on Aging for Fiscal Year 2019-2020, and
H. Tax Adjustments for July 2019  
   a. Tax Releases  
   b. NC Vehicle Tax System pending refunds

NEW BUSINESS:
ITEM #4  
Tax Collector Settlement ................................................................. Russell Jones

ITEM #5  
Order to Collect Taxes ................................................................. Russell Jones

ITEM #6  
Resolution Waiving Competitive Bidding Requirements under NC General Statute 143-129(g) and Approval of Contract for Purchase of Permitting Software ....................................................... Laura Jensen

ITEM #7  
Addition of Community Training Materials Fee .............................. Laura Jensen

ITEM #8  
Appointment to Boards and Committees ........................................ Brenda Reaves

CHAIRMAN’S REPORT

MANAGER’S REPORT

COMMISSIONER REPORTS/COMMENTS

CLOSED SESSION #1  
A motion to enter Closed Session per General Statute 143-318.11(a) (5) to establish, or to instruct the public body’s staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating the price and other material terms of a contract with the following individuals permitted to attend: County Manager, Heidi York, Clerk to the Board, Brenda Reaves, County Attorney, Ron Aycock, and Interim Assistant County Manager, Laura Jensen.

RECESS MEETING until 6:00pm at the FEMA Room for the purpose to attend the Board of Health’s meeting and be included in the Board of Health’s closed session per General Statute 143-318.11(a)(6) to consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee (personnel).

Note: All Items on the Agenda are for Discussion and Action as deemed appropriate by the Board.
AGENDA ABSTRACT

Meeting Date: July 22, 2019

Agenda Title: Governor’s Award for Volunteer Service

Summary of Information:
The Governor’s Volunteer Service Award honors the true spirit of volunteerism.

Recommended Action:
The Board of County Commissioners to present the Governor’s Award to a dedicated volunteer.

Submitted By: Chairman Newell
Meeting Date: July 22, 2019

Agenda Title: Presentation of Soft Body Armor Grant to Person County Sheriff’s Office

Summary of Information:
In September of 2018, the North Carolina Association of County Commissioners Risk Management program established the Soft Body Armor Reimbursement Program. The program will reimburse eligible members up to 100% of the costs of soft body armor through the Workers Compensation Pool for a maximum of $500.00 per garment, until funds are exhausted. Qualified Sheriff’s Offices are eligible for reimbursement for three (3) ballistic vests per fiscal year, which totals $1,500.

The goal of this program is simple – to provide resources and tools that the local sheriff can use to better protect their officers and the public, while reducing the risk of injury and loss – “Protecting Those Who Protect Us”. This presentation today is to recognize that the Person County Sheriff’s Office is the first member of the Workers Compensation Pool to take advantage of this program.

Recommended Action: None Required

Submitted By: Bob Carruth, Risk Control Manager & Bill Halliburton, Law Enforcement Specialist for the North Carolina Association of County Commissioners
The Board of Commissioners for the County of Person, North Carolina, met in recessed session on Tuesday, June 11, 2019 at 9:00am in the Commissioners’ meeting room in the Person County Office Building.

Chairman Newell called the recessed meeting to order. Chairman Newell announced that a Closed Session for economic development was requested to be added following budget discussion.

Commissioner Puryear stated at the end of the last budget work session, he would bring back a proposal for a budget that included no property tax increase. He proposed the following:

- 1% reduction across the board for county departments ($382,151),
- Health Department $400,000 General Fund allocation to Health Department Fund Balance appropriation ($400,000),
- Hold compression study implementation for 1/3 of workforce until a potential new revenue received ($216,000),
- Retain the former cell phone policy ($22,590),
- Hold Land Use Plan County appropriation ($140,000), and
- Cut the Manager recommended property tax rate increase of $.02 ($896,000)

Commissioner Puryear stated the above reflected a savings of $264,741 in the proposed budget without a property tax increase; that coupled with a fire tax increase fully funds the Manager’s recommended budget with $11,592 for undesignated contingency.

Commissioner Puryear confirmed his proposal includes the appropriation as recommended by the Manager for the Schools, but does not include any appropriations for an increase in the operating budget for Economic Development nor any appropriation for a Water & Sewer Fund. He added he would consent to a Fund Balance appropriation for Economic Development.

Vice Chairman Jeffers voiced his concern how the across the board cuts for county departments would affect funding revenue sources with a match, i.e., the Department of Social Services and the Health Department. County Manager, Heidi York stated the cuts would impact operating budgets but the 1% cuts could be made without affecting the match
amounts. She reiterated that staff needed time to calculate a 1% reduction for all department’s operating budgets, if that was the consensus of the Board.

Vice Chairman Jeffers proposed the following adjustments to the Manager’s Recommended Budget:

- Increase Economic Development operating budget by $250,000,
- Include the study for the YMCA at $25,000,
- Fund the Compression Study for 2-year implementation (versus the 3-year implementation proposed by the Manager at $216,330) for $363,471.50 for an increase of $147,141.50,
- Establish a water/sewer fund for future infrastructure projects using $1M from Fund Balance,
- Cut Woodsdale VFD appropriation by $30,000 (review breach of contract for not attending ISO Training or working to reduce ISO rating) retaining that amount in the VFD unallocated fund,
- Study Health Department services offered and while under the study, cut the Public Health Nurse Director I position (currently funding around $80,000), as well as freeze all vacant positions, and
- Reduce the Agricultural well permit fee from $300 to $100 (note: this is not applicable for home/dwelling well permits).

Vice Chairman Jeffers’ funding to achieve the above noted items was to increase taxes one additional cent over the Manager’s proposed two-cent increase ($.70 to $.73).

Commissioner Powell asked if a study was warranted based on the recent meeting with the YMCA. Ms. York stated that she, Chairman Newell and Vice Chairman Jeffers met with the Danville YMCA Executive Director and a few of their board members noting they were not in a position to confirm expansion of their services to Person County until a consultant conducted a feasibility study to determine whether or not the community would be able to support and sustain a YMCA at certain price points and at certain location options. Ms. York further noted positive results were required of the survey before the umbrella YMCA would expand into a new market. Commissioner Powell confirmed that this would not be a free public swimming pool that indeed charges for use by individual or family rates would apply which was affirmed. Commissioners Powell and Puryear stated they were not supportive of the $25,000 cost of the study. Vice Chairman Jeffers stated this was one of the items that was recently approved by the Board in its strategic plan.

Commissioner Powell asked about the YES program budget reduction to which Assistant County Manager, Sybil Tate said the Juvenile Crime Prevention Council had reduced the amount of funding for that program and the staff had agreed to staying on at the reduced amount, therefore it was a wash in the budget.

June 11, 2019

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Commissioner Powell asked about the extension agent increase to which Ms. York explained she recommended in the Cooperative Extension contracted services budget an increase of $32,500 funding to move the extension director from part-time to full-time.

A **motion** was made by Commissioner Puryear to direct county staff to review his proposal to confirm the figures and for the County Manager to prepare a Budget Ordinance reflecting such.

A **substitute motion** was made by Commissioner Clayton and **carried 3-2** to accept Vice Chairman Jeffers’ budget proposal as presented and to direct the County Manager to prepare a Budget Ordinance reflecting that proposal. Commissioner Clayton, Chairman Newell and Vice Chairman Jeffers voted in favor of the motion. Commissioners Puryear and Powell cast the dissenting votes.

Chairman Newell stated the Board of Commissioners only had control of the checkbook relating to the Health Department noting circumstances and risks are out of the Commissioners’ control. He suggested working with the Board of Health to protect the County’s interest as the County is liable for any such consequences. Commissioner Puryear went on record to say that Janet Clayton has been the best Health Director in the state of NC.

Finance Director, Amy Wehrenberg confirmed a Budget Ordinance would be ready by the Board’s next meeting. Laura Jensen, Assistant Finance Director and Budget Manager stated staff would amend the proposed budget as per the prevailing motion. She provided the Board the following chart outlining a running total noting some figures may adjust based on the prevailing motion with any left over funding to be appropriated in the Contingency undesignated fund.

![Budget Chart](chart.png)

*June 11, 2019*
CLOSED SESSION 1:

A motion was made by Commissioner Powell and carried 5-0 to enter into Closed Session at 9:38am per General Statute 143-318.11(a)(4) for the purpose of discussion of matters relating to the location or expansion of industries or other businesses in the county (economic development) with the following individuals permitted to attend: County Manager, Heidi York, Clerk to the Board, Brenda Reaves, and Economic Development Director, Sherry Wilborn.

A motion was made by Vice Chairman Jeffers and carried 5-0 to return to open session at 9:47am.

ADJOURNMENT:

A motion was made by Vice Chairman Jeffers and carried 5-0 to adjourn the meeting at 9:48am.

Brenda B. Reaves
Clerk to the Board

David B. Newell, Sr.
Chairman

(Draft Board minutes are subject to Board approval).
The Board of Commissioners for the County of Person, North Carolina, met in regular session on Monday, June 17, 2019 at 9:00am in the Commissioners’ meeting room in the Person County Office Building.

Chairman Newell called the meeting to order. Commissioner Powell offered an invocation and Commissioner Clayton led the group in the Pledge of Allegiance.

DISCUSSION/ADJUSTMENT/APPROVAL OF AGENDA:

Vice Chairman Jeffers requested to add an item to the agenda for a request by the Environmental Issues Advisory Committee related to its new Anti-Litter Campaign.

A motion was made by Vice Chairman Jeffers and carried 5-0 to add an item to the agenda for a request by the Environmental Issues Advisory Committee related to its Anti-Litter Campaign and to approve the agenda as adjusted.

RECOGNITION:

RESOLUTION OF APPRECIATION FOR PERSON COUNTY RETIREES:

Chairman Newell read and presented a Resolution of Appreciation to each of the Person County Retirees, Anita Poindexter and Sandra Mangum.
RESOLUTION OF APPRECIATION

WHEREAS, Anita Poindexter has served the people of Person County during her tenure as a Practical Nurse II at the Health Department; and

WHEREAS, Anita Poindexter has served the citizens of Person County with honor, integrity, sincerity and dedication, providing accurate, concise services for twenty-four years, August 1996 – May 2019; and

WHEREAS, Anita Poindexter has earned the respect and admiration of all who have known her and worked with her throughout her career; and

WHEREAS, the County of Person recognizes the many contributions Anita Poindexter has made to the County and offers her sincere best wishes for her retirement.

NOW, THEREFORE, I, David Newell, Sr., Chairman of the Person County Board of Commissioners, do hereby extend this Resolution of Appreciation to Anita Poindexter for continually striving to make Roxboro and Person County a better place to live and work.

Adopted this, the 17th day of June 2019.

______________________________
David Newell, Sr., Chairman
Person County Board of Commissioners

Attest:

______________________________
Brenda B. Reeves
Clerk to the Board of Commissioners
RESOLUTION OF APPRECIATION

WHEREAS, Sandra Mangum has served the people of Person County during her tenure as a Processing Assistant III at the Health Department; and

WHEREAS, Sandra Mangum has served the citizens of Person County with honor, integrity, sincerity and dedication, providing accurate, concise services for twelve years, October 2007 – May 2019; and

WHEREAS, Sandra Mangum has earned the respect and admiration of all who have known her and worked with her throughout her career; and

WHEREAS, the County of Person recognizes the many contributions Sandra Mangum has made to the County and offers her sincere best wishes for her retirement.

NOW, THEREFORE, I, David Newell, Sr., Chairman of the Person County Board of Commissioners, do hereby extend this Resolution of Appreciation to Sandra Mangum for continually striving to make Roxboro and Person County a better place to live and work.

Adopted this, the 17th day of June 2019.

[Signature]
David Newell, Sr., Chairman
Person County Board of Commissioners

[Signature]
Brenda B. Reaves
Clerk to the Board of Commissioners
PUBLIC HEARING:
REQUEST TO ADD WALNUT RIDGE CT TO THE DATABASE OF ROADWAY NAMES USED FOR E-911 DISPATCHING:

A motion was made by Commissioner Powell and carried 5-0 to open the duly advertised public hearing for a request to add Walnut Ridge Ct to the database of roadway names used for E-911 dispatching.

GIS Manager, Sallie Vaughn requested the Board to approve Walnut Ridge Ct, a new roadway, to be added to the database of roadway names used for E-911 dispatching noting a new subdivision was being built off Moore’s Mill Rd with a cul-de-sac approximately 500 feet long noting the parcel was subdivided into seven lots; there were no existing homes or roadways on the parcels.

Ms. Vaughn said the owners of the properties submitted name choices and the name Walnut Ridge Ct was chosen; she confirmed the selected name was compliant with local ordinance.

As required by North Carolina General Statute 153A-239.1(A), a public notice was published in the Roxboro Courier-Times. A sign advertising the public hearing was placed at the proposed roadway location approximately two weeks prior to this public hearing.

There were no individuals appearing before the Board to speak in favor of or in opposition to the request to add Walnut Ridge Ct to the database of roadway names used for E-911 dispatching.

A motion was made by Vice Chairman Jeffers and carried 5-0 to close the public hearing for a request to add Walnut Ridge Ct to the database of roadway names used for E-911 dispatching.

CONSIDERATION TO GRANT OR DENY REQUEST TO ADD WALNUT RIDGE CT TO THE DATABASE OF ROADWAY NAMES USED FOR E-911 DISPATCHING:

A motion was made by Vice Chairman Jeffers and carried 5-0 to approve Walnut Ridge Ct, a new roadway, to be added to the database of roadway names used for E-911 dispatching.
INFORMAL COMMENTS:
The following individuals appeared before the Board to make informal comments:

Mr. Chris Weaver of 342 Satterfield Farm Road, Timberlake stated he was very opposed to the Board adopting a budget that raised taxes; he urged the Board to create an environment for new revenues.

Mr. Derrick Sims of 2409 Flat Woods Road, Timberlake stated he was against the proposed budget with tax increases noting it adds burden to taxpayers, especially those in the City. Mr. Sims requested the Board to consider Commissioner Puryear’s budget proposal and told the Board the study for a YMCA was a waste of funds.

Mr. Robert Allen of 549 Old City Lake Road, Roxboro stated his support for a tax increase as economic development has suffered. He posed questions: 1) how much does three cents in taxes generate and, 2) what is the projected economic development impact with a tax increase?

Mr. Fred Fox of 202 Woody Fox Road, Roxboro, and a former school board member, stated he understood the need for a tax increase but differed with the amount of increase. Mr. Fox asked the Board to use sales taxes to offset the property tax burden and lower the proposed tax increase.

Mr. Carlyle Hall of 222 Thaxton Road, Roxboro asked the Board to consider a budget proposal without raising taxes.

Ms. Louise Wright-Oliver, PO Box 1921, Roxboro advocated for the Board to vote yes on the YMCA study to give the youth a chance.

Ms. Margaret Jones of 505 Jones Paylor Road, Roxboro stated support for the YMCA Study appropriation.

Mr. James Hayward of 2844 Leasburg Road, Roxboro asked the Board to fund a budget that invested in health and wealth of the community.

Ms. Tammie Kirkland of 2312 Cunningham Road, Semora stated her support for the Board to increase taxes to make Person County a nicer place.

Ms. Karolyn Mangeot of 112 Elderberry Lane, Rougemont, and a resident of a senior community of 18 homes, on fixed income, noted her support to raise taxes to make the county a better place. She added the children she tutors would love a place to swim.

Mr. Everett Motley of 3747 Virgilina Road, Roxboro stated support to raise taxes for a better community; he stated support for the needed YMCA.
Mr. Rodney Cameron of 1705 Sunset Street, Roxboro advocated for a place for children to have structured programming, i.e. YMCA.

Ms. Tauheedah White of Mt. Harmony Church Road, and an employee of the Dept. of Social Services, shared her first experience of swimming was in college and she advocated for recreational center with community programs and for youth to learn to swim.

Ms. April Short of 495 Lester Burch Road, Roxboro asked the Board to vote for the YMCA noting children need a place to go for shelter, before and after school and during summer break.

DISCUSSION/ADJUSTMENT/APPROVAL OF CONSENT AGENDA:

A motion was made by Vice Chairman Jeffers and carried 5-0 to approve the Consent Agenda with the following items:

A. Approval of Minutes of June 3, 2019,
B. Approval of Minutes of June 4, 2019,
C. Budget Amendment #21,
D. Resolution Appointing Review Officers,
E. Request from Schools for approval of lottery applications,
   a. NMS security cameras in the amount of $6,000,
   b. Oak Lane Elementary bathroom floors refurbishment in the amount of $12,000,
   c. South and Woodland Elementary carpet replacement in the office/classrooms in the amount of $35,000,
   d. PHS replace tennis courts in the amount or $100,000,
   e. PHS ADA handicap walkway and ramp installation in the amount of $80,000,
F. Home & Community Care Block Grant Funding 2019-2020,
G. Letters of Support to the Governor, DHHS Secretary, Senators and Representatives to move DHHS to Granville County,
H. Approve the updated proposed PATS vehicle advertisement rates, and
I. Juvenile Crime Prevention Council FY2019-2020 Funding Plan
NEW BUSINESS:

DAN RIVER REGIONAL WATER PROJECT MODIFICATION AGREEMENT BETWEEN TOWN OF YANCEYVILLE, CITY OF ROXBORO, AND COUNTY OF PERSON, AND AN AGREEMENT BETWEEN TOWN OF YANCEYVILLE, CITY OF ROXBORO, AND COUNTY OF PERSON:

County Attorney, Ron Aycock stated in 2008 Person County, Caswell County, the City of Roxboro and the Town of Yanceyville entered into a joint agreement to seek a permit from the state to draw water from the Dan River with an intake facility near Yanceyville; the City of Roxboro was to be the primary operating entity. Recently the Town of Yanceyville requested that it be the primary operating entity since its water needs are becoming more urgent and Yanceyville expects to receive a federal grant to assist in funding the project.

Mr. Aycock presented to the Board two Agreements; one agreement provides for the Town of Yanceyville to become the primary operating entity, and the second agreement provides for the primary operating entity status to revert to the City of Roxboro if Yanceyville is unsuccessful in its efforts. Mr. Aycock confirmed that both the City of Roxboro and Person County would retain their original rights for use of the Dan River water supply.

Mr. Aycock confirmed that Caswell County was aware of this update.

A motion was made by Commissioner Clayton and carried 5-0 to approve the two Agreements, as presented; one agreement provides for Yanceyville to become the primary operating entity, and the second agreement provides for the primary operating entity status to revert to City of Roxboro if Yanceyville is unsuccessful in its efforts.

The approved agreements follow:
CASWELL COUNTY

MODIFICATION AGREEMENT

NORTH CAROLINA

THIS MODIFICATION AGREEMENT made and entered into this the 8th day of January, 2019, by and between the TOWN OF YANCEYVILLE, party of the first part (Party A),

the CITY OF ROXBORO, party of the second part (Party B), and the COUNTY OF PERSON,

party of the third part (Party C);

WITNESSETH

WHEREAS, on the 1st day of July, 2008, the parties entered into a contract relating to the Dan River Regional Water Project (the Contract), which is incorporated herein by reference; and

WHEREAS, the parties have each agreed to modify certain terms and provisions of the aforementioned contract pursuant to clause 18.1 of said contract.

NOW, THEREFORE, it is mutually agreed, that in consideration of the covenants and releases hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree, amend and substitute as follows:

Section 1.

a. Party B is hereby released and discharged from the performance of clause Section 3.1 of the aforementioned contract.

b. Party A assumes all responsibility and obligation for the performance of clause Section 3.1 of the aforementioned contract.

c. Party B is hereby released and discharged from the performance of Segment 1 obligations under clause 3.5 of the aforementioned contract.

d. Party A assumes all responsibility and obligation for the performance of Segment 1 obligations under clause 3.5 of the aforementioned contract.

e. Party B is hereby released and discharged from the performance of clause Section 3.6 of the aforementioned contract.

f. Party A assumes all responsibility and obligation for the performance of clause Section 3.6 of the aforementioned contract.

g. Party B is hereby released and discharged from the performance of Segment 1 construction obligations under clause 3.7 of the aforementioned contract.

h. Party A assumes all responsibility and obligation for the performance of Segment 1 construction obligations under clause 3.7 of the aforementioned contract.

Section 2.

a. Parties B and C are hereby released and discharged from all Segment 1 facility present and future title ownership rights and privileges under clause Section 5.2 of the aforementioned contract.

b. Party A assumes all title and absolute rights, title, interest and ownership to the Segment 1 facility under clause Section 5.2 of the aforementioned contract.

Prepared and Drafted by:

R. Lee Farmer, Attorney at Law

June 17, 2019
Section 3.
   a. Parties B and C are hereby released and discharged from all Segment 1 facility present and future title ownership rights and privileges under clause Section 6.1 of the aforementioned contract.
   b. Party A assumes all sole and absolute right, title, interest and ownership to the Segment 1 facility under clause Section 6.1 of the aforementioned contract.

Section 4.
   a. Party B is hereby released and discharged from all Segment 1 facility permit or regulatory approval obligations under clause Section 7.1 of the aforementioned contract. Party B further agrees and covenants to assign, grant and transfer all previously obtained permits or approvals to Party A hereto.
   b. Party A assumes all Segment 1 permit and regulatory approval responsibility and obligation under clause Section 7.1 of the aforementioned contract.

Section 5.
   a. Parties B and C are hereby released and discharged from all Segment 1 facility construction, permit and financial obligations under clauses Section 10.1 and 10.2, inclusive, of the aforementioned contract.
   b. Party A assumes all Segment 1 construction, permit and financial responsibility and obligations under clauses Section 10.1 and 10.2, inclusive, of the aforementioned contract.

Section 6.
   Parties A, B, and C reserve the right and privilege to jointly amend and modify the revenue and raw water allocations of the aforementioned contract subsequent to this modification agreement.

Section 7. Except as hereby modified or amended, the Contract shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this contract in triplicate originals, one of which is retained by each of the parties, the day and year first above written.

TOWN OF YANCEYVILLE

By: [Signature]
Alvin W. Potter, Mayor

ATTEST:
Kamran M. Hasani
Kamran M. Grivas, Town Clerk

(TOWN SEAL)

CITY OF ROXBORO

By: [Signature]
Melody McLean, Mayor

ATTEST:
Gail Adams, City Clerk

(CITY SEAL)

June 17, 2019
CASWELL COUNTY
NORTH CAROLINA

AGREEMENT

THIS AGREEMENT made and entered into this the 24th day of April, 2019, by and between the TOWN OF YANCEYVILLE, party of the first part, the CITY OF ROXBORO, party of the second part, and the COUNTY OF PERSON, party of the third part;

WITNESSETH

WHEREAS, on the 1st day of July, 2008, the parties entered into a contract relating to the Dan River Regional Water Project (the Contract), which is incorporated herein by reference; and

WHEREAS, the parties have entered into a Modification Agreement dated January 8, 2019, as to the terms and provisions of the aforementioned Contract, which Modification Agreement is incorporated herein by reference; and

WHEREAS, the parties have agreed to the following terms and provisions concerning the aforementioned Contract and Modification Agreement.

NOW, THEREFORE, it is mutually agreed, that in consideration of the foregoing agreements and covenants, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

a. If the Dan River Regional Water Project Pump Station is not funded by the Town of Yanceyville as contemplated, the Modification Agreement dated January 8, 2019, shall become null and void.

b. If the Dan River Regional Water Project Pump Station is funded by the Town of Yanceyville as contemplated, the parties hereto shall enter into a separate agreement to ensure that the City of Roxboro can, in the future, withdraw water from the Segment 1 facilities as contemplated by the "Interlocal Agreement To Establish a Public Enterprise for a Water Supply and Distribution System by the Town of Yanceyville, City of Roxboro, Caswell County and Person County" dated July 1, 2008, entered into by the parties herein.

IN WITNESS WHEREOF, the parties hereto have executed this contract in duplicate originals, one of which is retained by each of the parties, the day and year first above written.

TOWN OF YANCEYVILLE

Alvin W. Foster, Mayor

ATTEST:

Kamala M. Graves, Town Clerk

(TOWN SEAL)

Prepared & Drafted by:
R. Lee Farmer, Attorney at Law

June 17, 2019

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CITY OF ROXBORO

By: [Signature] (SEAL)

Mayor

Trevor Adams, City Clerk

(SEAL)

COUNTY OF PERSON

By: [Signature] (SEAL)

David B. Newell, Sr., Chairman
Board of Commissioners

STATE OF NORTH CAROLINA
COUNTY OF CASWELL

I, a Notary Public for said County and State, do hereby certify that on this 24th day of April, 2019, personally appeared before me, ALVIN W. FOSTER, Mayor of the Town of Yanceyville, who is the signer of the foregoing instrument, and acknowledged the due execution thereof.

Witness my hand and official seal, this the 24th day of April, 2019.

Anita B. Smith, Notary Public


(State of North Carolina
COUNTY OF PERSON)

I, a Notary Public for said County and State, do hereby certify that on this [14th] day of May, 2019, personally appeared before me, Mearth Newell, Mayor of the City of Roxboro, who is the signer of the foregoing instrument, and acknowledged the due execution thereof.

Witness my hand and official seal, this the [14th] day of May, 2019.

Notary Public

My Commission Expires: 05/21/2022

June 17, 2019
12
STATE OF NORTH CAROLINA
COUNTY OF PERSIEN

I, a Notary Public for said County and State, do hereby certify that on this 17th day of
[Redacted], 2019, personally appeared before me, [Redacted], Chairman
of the Board of Commissioners of Person County, North Carolina, who is the signer of the
foregoing instrument, and acknowledged the due execution thereof.

Witness my hand and official seal, this the 17th day of [Redacted], 2019.

[Redacted]
Notary Public

My Commission Expires: 3-17-24

(NOTARY SEAL)

June 17, 2019
13
REMOVAL OF ABANDONED BUILDING AT 109 OXFORD RD:

Person County has an Abandoned Structure Ordinance based on North Carolina General Statute 153A-366. For all other similar instances, the Building Inspections Department has been able to manage the issue by working with the property owner to improve the site conditions. However, the property owner of 109 Oxford Road (Old Roxboro Body Shop) has not responded to multiple requests to improve the site.

Assistant County Manager, Sybil Tate reminded the Board, that at its April 15, 2019 meeting, funds were approved for the Inspections Director to estimate the cost of removing the structure. Ms. Tate stated the Inspections Department was now requesting funds to pay for asbestos removal and demolition, estimated to cost $21,650. As stated before, the cost of the title of opinion, asbestos testing, and removal of the abandoned building will be passed on to the property owner via a lien, collected on the property tax bill.

Ms. Tate requested approval of appropriating Contingency funds to the Inspections budget in the amount of $21,650 for the asbestos removal and the demolition of the abandoned building located at 109 Oxford Rd.

Inspections Director, Dale Tillman stated bids were received on May 31 and the lowest bidder was Michael Lewis. He said the asbestos removal would cost $2,150 and demolition and cleanup of the property would cost $19,500.

A motion was made by Vice Chairman Jeffers and carried 5-0 to appropriate $21,650 from Contingency to the Inspections budget for asbestos removal and demolition of the abandoned building located at 109 Oxford Rd.
Racial Equity Institute Funding:
Assistant County Manager, Sybil Tate stated seventy-seven percent of the youth (or 95 youth) who have received complaints in the juvenile justice system are from a minority population. At the same time, minorities represent only 38% of the entire juvenile population in the county.

Ms. Tate noted the Juvenile Crime Prevention Council received a report from the State that provided data showing the racial and ethnic disparities in the juvenile justice population. At the end of the presentation, the State noted that other counties have begun the process to rectify these issues by hosting a Racial Equity Institute training.

The Racial Equity Institute provides training for organizations to address systems, programs, and policies that contribute to racial and ethnic disparities. REI offers a 2-day training that involves input from community leaders. REI has hosted similar trainings in other counties. The estimated cost for this training is $15,000.

Ms. Tate said funding was available through the mental health budget refund and this program is an approved training by Cardinal. Many of the juveniles involved in the court system also have mental health and substance abuse concerns. Ms. Tate requested the Board to approve funding for the Racial Equity Institute using mental health funds.

Ms. Tate noted the Juvenile Crime Prevention Council (JCPC) and the Brothers and Sisters in Conversations (BASIC) both shown interest to manage the training to be held in Person County.

Commissioner Powell, and commissioner representative on the Cardinal Board, stated his support noting using unspent mental health funding was a good use for this needed training.

A motion was made by Commissioner Powell and carried 5-0 to approve $15,000 funding for the Racial Equity Institute using mental health funds.
FISCAL YEAR 2019-2020 BUDGET ORDINANCE:

General Statute 159-13(a) directs that the annual budget must be adopted by July 1st. The budget ordinance may be adopted at any regular or special meeting at which a quorum is present, by a majority of those present and voting.

County Manager, Heidi York and Finance Director, Amy Wehrenberg presented the Fiscal Year 2019-2020 Budget Ordinance for adoption, drafted based on the Board’s direction at its last budget work session and having fulfilled the legal requirements including the conducting of a public hearing.

Assistant Finance Director and Budget Manager, Laura Jensen outlined the Adjustments to the Recommended Budget as follows:
## Adjustments from Recommended to Adopted Budget

<table>
<thead>
<tr>
<th>Department</th>
<th>Explanation of Change</th>
<th>Revenue Changes</th>
<th>Expenditure Changes</th>
<th>Equivalent Tax Rate (1 cent = $447,356)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>General Fund</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Recommended Budget</td>
<td></td>
<td>62,897,023</td>
<td>62,897,023</td>
<td></td>
</tr>
<tr>
<td>Resources</td>
<td>1. real property tax increase (8% to 8.7%)</td>
<td>110,815</td>
<td>0.54</td>
<td></td>
</tr>
<tr>
<td>General Fund FBA</td>
<td></td>
<td>1,000,000</td>
<td>2.23</td>
<td></td>
</tr>
<tr>
<td>Expenditures</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>YMCA Feasibility Study</td>
<td></td>
<td>24,000</td>
<td>0.05</td>
<td></td>
</tr>
<tr>
<td>Finance reclassification reduction - TDA accounting services</td>
<td></td>
<td>(24,246)</td>
<td>(0.01)</td>
<td></td>
</tr>
<tr>
<td>YES Program</td>
<td></td>
<td>56,166</td>
<td>0.12</td>
<td></td>
</tr>
<tr>
<td>JCPG Administration (reallocated to YES Program)</td>
<td></td>
<td>(56,166)</td>
<td>(0.12)</td>
<td></td>
</tr>
<tr>
<td>EDC Contracted Services</td>
<td></td>
<td>250,000</td>
<td>0.56</td>
<td></td>
</tr>
<tr>
<td>Public Health Nurse Director Position</td>
<td></td>
<td>(69,702)</td>
<td>(0.20)</td>
<td></td>
</tr>
<tr>
<td>Interim Public Health Nurse Director Position</td>
<td></td>
<td>(2,405)</td>
<td>(0.01)</td>
<td></td>
</tr>
<tr>
<td>Environmental Health Contracted Services (lab services for water samples)</td>
<td></td>
<td>5,100</td>
<td>0.01</td>
<td></td>
</tr>
<tr>
<td>Transfer to Water &amp; Sewer Reserve Fund</td>
<td></td>
<td>1,000,000</td>
<td>2.23</td>
<td></td>
</tr>
<tr>
<td>Contingency (Undesignated)</td>
<td></td>
<td>96,030</td>
<td>0.21</td>
<td></td>
</tr>
<tr>
<td>Contingency (Compression Study - 3 year to 2 year implementation)</td>
<td></td>
<td>147,142</td>
<td>0.33</td>
<td></td>
</tr>
<tr>
<td>Total Amended General Fund Budget</td>
<td></td>
<td>85,277,768</td>
<td>85,277,768</td>
<td>0.00</td>
</tr>
<tr>
<td>Difference of Amended Changes over (under) Recommended</td>
<td></td>
<td>1,419,845</td>
<td>1,419,845</td>
<td></td>
</tr>
<tr>
<td><strong>Person Industries and Material Recovery Facility - Special Revenue Fund</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Person Industries and Material Recovery Facility Budget Fund</td>
<td></td>
<td>3,317,363</td>
<td>3,317,363</td>
<td>0.06</td>
</tr>
<tr>
<td><strong>Fire District Tax - Special Revenue Fund</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Recommended Budget</td>
<td></td>
<td>1,020,000</td>
<td>1,020,000</td>
<td></td>
</tr>
<tr>
<td>Expenditures</td>
<td>Reduction in allocation to Woodside Volunteer Fire Department</td>
<td>(30,000)</td>
<td>(0.00)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Unallocated Fire District Funds</td>
<td>30,000</td>
<td>0.08</td>
<td></td>
</tr>
<tr>
<td>Total Fire District Tax Special Revenue Fund</td>
<td></td>
<td>1,020,000</td>
<td>1,020,000</td>
<td>0.00</td>
</tr>
<tr>
<td><strong>Emergency Telephone System - Special Revenue Fund</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Recommended Budget</td>
<td>$65,384</td>
<td>$69,264</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Revenues</td>
<td>Consolidated ES11 Fees</td>
<td>32,487</td>
<td>0.07</td>
<td></td>
</tr>
<tr>
<td>Expenditures</td>
<td>Travel &amp; Training</td>
<td>6,800</td>
<td>0.02</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Maintenance &amp; Repair for Equipment</td>
<td>15,629</td>
<td>0.02</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Maintenance &amp; Repair for Systems and Software</td>
<td>14,858</td>
<td>0.03</td>
<td></td>
</tr>
<tr>
<td>Total Emergency Telephone System Fund Budget</td>
<td></td>
<td>501,851</td>
<td>501,851</td>
<td>0.00</td>
</tr>
<tr>
<td>Difference of Amended Changes over (under) Recommended</td>
<td></td>
<td>32,487</td>
<td>32,487</td>
<td></td>
</tr>
<tr>
<td><strong>Revolving Loan Fund - Special Revenue Fund</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Revolving Loan Fund</td>
<td>5,776</td>
<td>5,776</td>
<td>0.00</td>
<td></td>
</tr>
</tbody>
</table>
Commissioner Puryear asked if any of the proposed personnel changes in the Health Department are state mandated to which Ms. York said a nursing leadership position is needed for oversight. Ms. York suggested when a joint meeting was scheduled with the Board of Health, the Commissioners, could at that time make necessary adjustments.
Commissioner Clayton and Chairman Newell consented waiting until the Board of Commissioners can meet jointly with the Board of Health prior to restoring positions. Health Director, Janet Clayton told the group that NC Administrative Code as well as the agreement with the state of North Carolina, there is to be a nurse leadership position to come into compliance with the regulations.

Ms. York noted the two personnel actions included 1) to freeze all vacant positions and 2) cut the Nursing Director position.

A **motion** was made by Vice Chairman Jeffers to adopt the Fiscal Year 2019-2020 Budget Ordinance, as presented.

Commissioner Puryear stated that the commissioners all stated their different priorities and that his priority was a budget that fully funded schools, and fire tax increase of one-cent, without many extras, but within the counties’ means and without a tax increase.

A **substitute motion** was made by Commissioner Puryear to adopt the Fiscal Year 2019-2020 Budget Ordinance using his proposal from the last budget work session. Excerpt from June 11, 2019 budget work session outlining Commissioner Puryear’s proposed budget:

- 1% reduction across the board for county departments ($382,151),
- Health Department $400,000 General Fund allocation to Health Department Fund Balance appropriation ($400,000),
- Hold compression study implementation for 1/3 of workforce until a potential new revenue received ($216,000),
- Retain the former cell phone policy ($22,590),
- Hold Land Use Plan County appropriation ($140,000), and
- Cut the Manager recommended property tax rate increase of $.02 ($896,000)
Commissioner Clayton asked the County Attorney, Ron Aycock if the substitute motion was in order as related to the Board’s Rules of Procedure. Commissioner Puryear noted his motion at the last meeting did not go to a vote nor was tabled so he felt his motion this date was valid as his proposal was completely different from the motion from Vice Chairman Jeffers. Mr. Aycock confirmed Commissioner Puryear’s motion had many different provisions and the substitute motion was permitted.

Vice Chairman Jeffers asked Commissioner Puryear the effects of cutting 1% across county departments to which Commissioner Puryear stated the Board had the opportunity to send that to study; and referred him to ask the County Manager, which he asked for in his motion at the work session (for the Manager to review his proposal and its affects.) Commissioner Puryear stated his confidence in the Manager and the Department Directors, also recognizing the conservation revenues budgeted.

Chairman Newell called the question.

The substitute motion failed 2-3. Commissioners Puryear and Powell voted in favor of the substitute motion. Chairman Newell, Vice Chairman Jeffers and Commissioner Clayton voted in opposition to the substitute motion.

The original motion carried 3-2.

Chairman Newell announced the Fiscal Year 2019-2020 Budget Ordinance has been adopted, as presented.
PERSON COUNTY,
NORTH CAROLINA
2019-2020

BUDGET ORDINANCE

BE IT ORDAINED by the Board of Commissioners of Person County, North Carolina (the "Board"):

Section 1. The following amounts are hereby appropriated in General Fund for the operation of the county government and its activities for the fiscal year beginning July 1, 2019 and ending June 30, 2020, in accordance with the chart of accounts heretofore established for this county and by function as listed below:

<table>
<thead>
<tr>
<th>EXPENDITURES</th>
<th>AMOUNT</th>
<th>PERCENT OF BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Government</td>
<td>$7,477,066</td>
<td>11.5</td>
</tr>
<tr>
<td>Public Safety</td>
<td>13,989,633</td>
<td>21.4</td>
</tr>
<tr>
<td>Transportation</td>
<td>1,035,703</td>
<td>1.6</td>
</tr>
<tr>
<td>Human Services</td>
<td>13,750,949</td>
<td>21.1</td>
</tr>
<tr>
<td>Education</td>
<td>12,337,277</td>
<td>18.9</td>
</tr>
<tr>
<td>Environmental Protection</td>
<td>168,574</td>
<td>0.2</td>
</tr>
<tr>
<td>Economic and Physical Development</td>
<td>1,414,001</td>
<td>2.2</td>
</tr>
<tr>
<td>Culture and Recreation</td>
<td>1,875,651</td>
<td>2.9</td>
</tr>
<tr>
<td>Debt Service</td>
<td>2,006,169</td>
<td>3.1</td>
</tr>
<tr>
<td>Self-Funded Health Insurance</td>
<td>3,886,060</td>
<td>5.9</td>
</tr>
<tr>
<td>Transfers to Other Funds and Component Unit</td>
<td>6,453,177</td>
<td>9.9</td>
</tr>
<tr>
<td>Contingency</td>
<td>873,508</td>
<td>1.3</td>
</tr>
</tbody>
</table>

**TOTAL GENERAL FUND APPROPRIATIONS** $65,277,768 100.0

Section 2. The appropriations to the Board of Education for current expense, firstly, shall be made from any funds that are dedicated to the use of the schools and secondly, shall be made from general county revenues to the extent necessary and for capital expenditures shall be by project, as listed in the the categories in the budget of the Board of Education, to the extent of the amount available for capital appropriations. Capital outlay will be distributed on a requisition basis as expenditures are incurred. Documentation of expenditures must be submitted to the Person County Finance Office in such form as they prescribe prior to reimbursement.

The appropriation of state funds from the State Library of North Carolina shall be used exclusively for operating expenditures of the Person County Public Library.

The appropriations made and revenues estimated hereafter shall be for the fiscal year beginning July 1, 2019 and ending June 30, 2020.
Section 3. It is estimated that the following revenues will be available in the General Fund:

<table>
<thead>
<tr>
<th>REVENUES</th>
<th>AMOUNT</th>
<th>PERCENT OF BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ad Valorem Taxes</td>
<td>$33,227,195</td>
<td>50.9</td>
</tr>
<tr>
<td>Local Option Sales Taxes</td>
<td>8,369,600</td>
<td>12.8</td>
</tr>
<tr>
<td>Other Taxes</td>
<td>403,500</td>
<td>0.6</td>
</tr>
<tr>
<td>Licenses and Permits</td>
<td>607,455</td>
<td>0.9</td>
</tr>
<tr>
<td>Intergovernmental Revenues</td>
<td>7,584,797</td>
<td>11.6</td>
</tr>
<tr>
<td>Investment Earnings</td>
<td>494,800</td>
<td>0.8</td>
</tr>
<tr>
<td>Charges for Services</td>
<td>8,157,463</td>
<td>12.5</td>
</tr>
<tr>
<td>Other Revenues</td>
<td>279,406</td>
<td>0.4</td>
</tr>
<tr>
<td>Transfers from Component Unit</td>
<td>253,200</td>
<td>0.4</td>
</tr>
<tr>
<td>Fund Balance Appropriated</td>
<td>5,900,352</td>
<td>9.1</td>
</tr>
<tr>
<td><strong>TOTAL GENERAL FUND REVENUES</strong></td>
<td><strong>$65,277,788</strong></td>
<td><strong>100.0</strong></td>
</tr>
</tbody>
</table>

Section 4. The following amounts are hereby appropriated, and included in the General Fund, for Debt Service for the payment of principal and interest on the outstanding debt of the county, and the expenses relating thereto:

- Principal – 2006 Installment Financing Contract – Reroof and Paving $400,000
- Principal – 2010 Installment Financing Contract–Cthouse Renov & Various Re-Roofing 300,000
- Interest – 2010 Installment Financing Contract–Cthouse Renov & Various Re-Roofing 15,300
- Principal – 2012 Installment Financing Contract–Schools Re-Roofing 208,836
- Interest – 2012 Installment Financing Contract–Schools Re-Roofing 67,710
- Principal – 2014 Installment Financing Contract – PCRC & Re-Roofing 100,000
- Interest – 2014 Installment Financing Contract – PCRC & Re-Roofing 38,500
- Principal – 2015 Capital Lease – Election Equipment 7,660
- Principal – 2017 Installment Financing Contract – Senior Center 152,333
- Interest – 2017 Installment Financing Contract – Senior Center 51,291
- Principal – 2016 Installment Financing Contract – Roxel & Reroofing 100,000
- Principal – 2017 Installment Financing Contract – Tower and Broadband 200,000
- Interest – 2017 Installment Financing Contract – Tower and Broadband 140,176
- Principal – 2018 PEMC Ambulance Loan 155,218
- Issuance Costs 4,657

**Total** $2,006,189
Section 5. The following amounts are hereby appropriated in an Internal Service Fund for the payment of employee claims and administration expenses associated with the County’s Self-Funded Health Insurance Program:

Self-Funded Health Insurance Costs $ 3,886,060

Section 6. It is estimated that the following revenues, including the receipt of premium payments from the County for its employees and from the employees for their dependents, will be available in the Self-Funded Health Insurance Fund:

<table>
<thead>
<tr>
<th>Charges for Services</th>
<th>$ 3,539,780</th>
</tr>
</thead>
<tbody>
<tr>
<td>Investment Earnings</td>
<td>8,000</td>
</tr>
<tr>
<td>Transfer from General Fund</td>
<td>338,300</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$ 3,886,060</strong></td>
</tr>
</tbody>
</table>

Section 7. The following amounts are hereby appropriated in the Person Industries & PI Material Recovery Facility (MRF) Fund:

<table>
<thead>
<tr>
<th>Community Rehabilitation Program Services</th>
<th>$ 2,699,883</th>
</tr>
</thead>
<tbody>
<tr>
<td>Material Recovery Facility</td>
<td>617,480</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$ 3,317,363</strong></td>
</tr>
</tbody>
</table>

Section 8. It is estimated that the following revenues will be available in the Person Industries & PI Material Recovery Facility (MRF) Fund:

<table>
<thead>
<tr>
<th>Intergovernmental Revenues</th>
<th>$ 558,114</th>
</tr>
</thead>
<tbody>
<tr>
<td>Charges for Services</td>
<td>2,396,900</td>
</tr>
<tr>
<td>Investment Earnings</td>
<td>17,248</td>
</tr>
<tr>
<td>Other Revenues</td>
<td>6,100</td>
</tr>
<tr>
<td>Fund Balance Appropriation</td>
<td>5,000</td>
</tr>
<tr>
<td>Transfer from General Fund</td>
<td></td>
</tr>
<tr>
<td>Person Industries</td>
<td>112,421</td>
</tr>
<tr>
<td>Material Recovery Facility</td>
<td>221,580</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$ 3,317,363</strong></td>
</tr>
</tbody>
</table>

Section 9. The following amounts are hereby appropriated in the Fire Tax District Fund, which was established to provide for all operating and capital funding of the local volunteer fire and rescue departments:

| Fire Tax District | $ 1,020,000 |

Section 10. It is estimated that the following revenues will be available in the Fire Tax District Fund:

| Ad Valorem Taxes | $ 1,020,000 |
Section 11. The following amounts are hereby appropriated in the Emergency Telephone System Fund:

Emergency Telephone System $ 591,851

Section 12. It is estimated that the following revenues will be available in the Emergency Telephone System Fund:

E-911 State Surcharges $ 588,849
Investment Earnings 2,100
Fund Balance Appropriation 902
Total  $ 591,851

Section 13. The following amounts are hereby appropriated in the Revolving Loan Fund, which was established to provide loans to small businesses to promote economic development:

Reserved for Loans $ 5,775

Section 14. It is estimated that the following revenues will be available in the Revolving Loan Fund:

Other Revenues $ 5,455
Investment Earnings 320
Total  $ 5,775

Section 15. The following amounts are hereby appropriated in the Economic Catalyst Fund for future industrial incentives and expansion efforts of current industry facilities:

Industrial Recruitment Incentives $ 654,000

Section 16. It is estimated that the following revenues will be available in the Economic Catalyst Fund:

Investment Earnings $ 32,300
Fund Balance Appropriation 621,700
Total  $ 654,000

Section 17. The following amounts are hereby appropriated in the Water and Sewer Construction Reserve Fund for the future funding of water and sewer construction:

Reserve for Water and Sewer Construction $ 1,031,400

Section 18. It is estimated that the following revenues will be available in the Water and Sewer Construction Reserve Fund:

Shared Fees  $ 30,000
Investment Earnings 1,400
Transfer from General Fund 1,000,000
Total  $ 1,031,400

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Section 19. The following amounts are hereby appropriated in the Stormwater Fund for funding the Stormwater Management Utility’s responsibilities for protection, restoration, and management of stormwater quality:

Reserve for Stormwater Utility Management $ 250,000

Section 20. It is estimated that the following revenues will be available in the Stormwater Fund for funding the Stormwater Management Utility’s responsibilities for protection, restoration, and management of stormwater quality:

Stormwater Fees $ 250,000

Section 21. There is hereby levied a tax at the rate of $0.73 per $100 valuation of property listed for taxes as of January 1, 2019 for the purpose of raising revenues from property taxes included in “Ad Valorem Taxes” in the General Fund in Section 3 of this Ordinance.

This rate of tax is based on an estimated total valuation of property for the purpose of taxation of $4,210,000,000 and an estimated collection rate of 97.50%. In addition to these revenues, the County is also including licensed motor vehicle tax revenues collected by the North Carolina License Plate Agencies, which is budgeted to generate $2,708,020 in revenues.

Section 22. There is hereby levied a tax at the rate of $0.0275 per $100 valuation of property listed for taxes as of January 1, 2019 for the purpose of raising revenues from fire service protection district taxes included in “Ad Valorem Taxes” in the Fire Tax District Fund in Section 10 of this Ordinance.

This rate of tax is based on an estimated total valuation of property for the purpose of taxation of $3,569,000,000 and an estimated collection rate of 97.50%. In addition to these revenues, the County is also including licensed motor vehicle tax revenues collected by the North Carolina License Plate Agencies, which is budgeted to generate $69,375 in revenues.

Section 23. Charges for services and fees by County departments, excluding those established by state statute, are levied in the amounts set forth in the attached Fee Schedule. (Attachment 1)

Section 24. The budget officer is hereby authorized to transfer appropriations within a fund as contained herein under the following conditions:

a. She may transfer amounts between objects of expenditure within a department and between departments within the same functional area without limitation and without a report to the Board of Commissioners.

b. She may transfer amounts up to $10,000 between functional areas of the same fund with an official report on such transfers at the next regular meeting of the Board of Commissioners.

c. She may not transfer any amount between funds or from the regular contingency appropriation within any fund, except that she may transfer any amount from the Information Technology Systems Fund for technology-related items and the Fleet Management Fund for the appropriation of vehicles, without a report to the Board of Commissioners.

June 17, 2019
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Section 25. The County Manager, or her designee, is hereby authorized to execute contractual documents under the following conditions:

a. She may execute contracts for construction repair projects which do not require formal competitive bid procedures.

b. She may execute contracts for: (1) purchase of apparatus, supplies and materials, or equipment which is within budgeted department appropriations, (2) leases of personal property for a duration of one year or less and within budgeted department appropriations and (3) services which are within department appropriations.

c. She may execute grant agreements to or from public and nonprofit organizations that are within budgeted appropriations, unless grantor organization requires execution by the Board of Commissioners.

d. She may execute contracts, as the lessor/lessee of real property, which are of one-year duration or less, if funds are within budgeted appropriations.

e. She may execute contracts for consultant services, which consultant fees are estimated to be less than $10,000 and if funds are within budgeted appropriations.

Section 26. The Finance Director may make cash advances between funds during the fiscal year without reporting to the Board of Commissioners. Any advances outstanding at fiscal year-end must be reported to the board except those involving funds where grant revenues or unreimbursed debt proceeds arise from prior county expenditures.

Section 27. Copies of the Budget Ordinance shall be furnished to the Budget Officer, the Finance Director, and the Tax Administrator for direction in the carrying out of their duties.

Adopted this the 17th day of June 2019.

[Signatures of David B. Newell, Sr., Chairman and Brenda B. Reaves, Clerk to the Board]
<table>
<thead>
<tr>
<th>Department</th>
<th>Fee Type</th>
<th>FY2019 Adopted Fees</th>
<th>FY2020 Adopted Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Animal Control</td>
<td>Adoption Fees (includes age appropriate vaccinations)</td>
<td>$95</td>
<td>No change</td>
</tr>
<tr>
<td></td>
<td>Deposit required for unspayed/uncastrated animals (deposit will be refunded if animal is spayed/uncastrated before the expiration date stated on adoption contract)</td>
<td>$100</td>
<td>No change</td>
</tr>
<tr>
<td>Animal Control</td>
<td>License Fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>LI-1st Offense $25</td>
<td>$25</td>
<td>No change</td>
</tr>
<tr>
<td></td>
<td>2nd/3rd Offense (1 year period)</td>
<td>$50</td>
<td>No change</td>
</tr>
<tr>
<td></td>
<td>LI-2nd Offense (1 year period)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>LI-3rd Offense (1 year period)</td>
<td>$100</td>
<td>No change</td>
</tr>
<tr>
<td></td>
<td>Registered holding per night</td>
<td>$15</td>
<td>No change</td>
</tr>
<tr>
<td></td>
<td>Unregistered holding per night</td>
<td>$10</td>
<td>No change</td>
</tr>
<tr>
<td></td>
<td>VI-1st Offense $25</td>
<td>$25</td>
<td>No change</td>
</tr>
<tr>
<td></td>
<td>2nd/3rd Offense (1 year period)</td>
<td>$50</td>
<td>No change</td>
</tr>
<tr>
<td></td>
<td>Violation of permit (including non-renewal at time of trial)</td>
<td>$50</td>
<td>No change</td>
</tr>
<tr>
<td></td>
<td><em>No change</em></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Depo 1st Ovarial $25</td>
<td>$25</td>
<td>No change</td>
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June 17, 2019 27
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**June 17, 2019**

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June 17, 2019
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**June 17, 2019**

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June 17, 2019

33
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June 17, 2019
34
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Transportation

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<td>Zone 2</td>
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June 17, 2019

35
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<tr>
<td>Additional Stop (2,4,6,8 vehicles per day)</td>
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</table>

**June 17, 2019**

**36**
DESIGNATE NACO 2019 ANNUAL CONFERENCE VOTING DELEGATE:

Voting Credentials for the 2019 Annual Conference to be held July 12-15, 2019, in Clark County located in Nevada, must be submitted by June 28, 2019 in order for Person County’s delegate to participate in the association’s annual election of officers and policy adoption.

A motion was made by Vice Chairman Jeffers carried 5-0 to designate Commissioner Clayton to serve as Person County’s voting delegate at the 2019 NACo Annual Conference to be held July 12-15, 2019.

APPOINTMENTS TO BOARDS AND COMMITTEES:

The Person County Board of Commissioners solicited volunteers to fill positions on the following boards, commissions, authorities, and committees through advertisement in the Courier-Times edition dated May 15, 2019 with notice to submit applications by the deadline on June 4, 2019.

Clerk to the Board, Brenda Reaves presented to the Board interested citizen applications for the following boards and committees and requested the Board to nominate and appoint as deemed appropriate.

Ms. Reaves noted the following applicants were uncontested:

- **ABC Board**
  3-Year Term: 1 position available
  1) Michael Laws requested reappointment

- **Adult Care Home Community Advisory Committee**
  1-Year Initial Term; 3-Year Reappointment: 4 positions available
  1) Martha Winstead requested appointment
  2) Shelia McGhee requested appointment

- **Animal Services Advisory Committee**
  Unspecified Term:
  1) Janet Slivinski, President, Animal Protection Society (APS) of Person County (replacing Cheryl Peters, former President of APS of Person County)

- **Board of Health**
  3-Year Term:
  1 position for a dentist
  1) Dr. W. Jeffrey Noblett requested reappointment

June 17, 2019
37
Environmental Issues Advisory Committee
3-Year Term: 1 position for a citizen residing in each of the following townships:
Allensville – Jason Torian requested reappointment
Bushy Fork – no application received
Cunningham – Albert Stehle requested reappointment
Holloway – no application received

Jury Commission
2-Year Term; 1 position available
1) Bayard Crumpton requested reappointment

Juvenile Crime Prevention Council
1-Year Initial Term: 2-Year Reappointment
1 position for a person under the age of 18 serving on the State Youth Council – no applications,
1 position for a substance abuse professional – request to move current member, Martha Pickett, who meets this criteria, to this seat for the duration of her term,
1 position representing the faith community – no applications, and
1 position representing the business community – Charles Harvey requested reappointment,

2-Year Term:
1 position for the Health Director or designee – Emily Latta requested appointment,
1 position for the Chief of Police or his designee- no applications,
1 position for a citizen-at-large – Glen LaBar Jr. requested appointment

The Director of MH DD DA Authority or designee (now LME/MCO)
1 position for a representative of the LME/MCO – Stephanie Jones (Cardinal Innovations) requested appointment

Nursing Home Advisory Committee
1-Year Initial Term: 3-Year Reappointment; 4 positions available
1) Jessie Dianne Jones requested appointment

Person-Caswell Lake Authority
3-Year Term: 1 position available
1) Lindsay (Tommy) Wagstaff, Jr. requested reappointment

Recreation Advisory Board
3-Year Term: 2 positions available
1) Tabitha George requested reappointment
2) Donald Long requested reappointment
- **Social Services Board**
  3-Year Term: 1 position available
  1) Elbert Franklin Dickens requested reappointment

- **Voluntary Agricultural District Board**
  3-Year Term: 1 position for the following townships:
  Allensville: Kenny Griffin requested reappointment
  Roxboro: Arch “Chip” Stone requested reappointment
  Olive Hill: Bruce Whitfield requested reappointment

  A motion was made by Commissioner Puryear and carried 5-0 to nominate and appoint all applicants above that were uncontested.

  Ms. Reaves asked the Board to nominate and appoint three individuals to participate and represent Person County on the Research Triangle Regional Partnership (RTRP) Board of Directors for Fiscal Year 2019-2020.

- **Research Triangle Regional Partnership**
  Current fiscal year representatives are: Gordon Powell, commissioner representative, Sherry Wilborn, Economic Development Director, and Phillip Allen, Economic Development Commission member

  A motion was made by Chairman Newell and carried 5-0 to nominate and appoint Gordon Powell, commissioner representative, Sherry Wilborn, Economic Development Director, and Phillip Allen, Economic Development Commission member on the Research Triangle Regional Partnership (RTRP) Board of Directors for Fiscal Year 2019-2020.
Ms. Reaves informed the Board that the below listed boards have more applicants than seats available. She noted the Board may nominate and appoint or should the Board have consensus to bring the nine below listed applicants before the board for informal interviews, please direct the Clerk to initiate an open session informal interview process at the Board’s next meeting.

- **Board of Adjustment**
  3-Year Term: 1 position available
  1) Andrew Withers requested reappointment
  2) Shelia McGhee requested appointment

- **Library Advisory Board**
  3-Year Term: 1 position available
  1) Anne Gibson requested reappointment
  2) Judith Akers requested appointment

- **Piedmont Community College Board of Trustees**
  4-Year Term: 1 position available
  1) James J. Woody requested reappointment
  2) Joel Adler requested appointment

- **Planning Board**
  3-Year Term: 2 positions available
  1) Derrick Smith requested reappointment
  2) W. Barry Walker requested reappointment
  3) Shelia McGhee requested appointment

A motion was made by Commissioner Puryear and carried 5-0 to conduct informal interviews at the Board’s August 5, 2019 meeting starting at 6:00pm.
REQUEST BY THE ENVIRONMENTAL ISSUES ADVISORY COMMITTEE RELATED TO ITS ANTI-LITTER CAMPAIGN:

Vice Chairman Jeffers, and commissioner representative on the Environmental Issues Advisory Committee, presented a request for the Board to consider funding items needed for the environmental committee to participate at the upcoming Personality Festival with an awareness booth, kicking-off an anti-litter campaign.

Vice Chairman Jeffers said the committee had no funding nor was tied to a county department and asked if the booth rental at the Personality event, a customized banner, keychains and plastic litter bags could be paid for through the Governing Body’s current year budget; the estimated costs were $737.24.

A motion was made by Vice Chairman Jeffers and carried 5-0 to direct the Manager to work with the Environmental Issues Advisory Committee Chairman, Jason Torian to purchase the items requested and to fund out of the Governing Body’s current year budget or as the Manager deems appropriate.

CHAIRMAN’S REPORT:

Chairman Newell had no report.

MANAGER’S REPORT:

County Manager, Heidi York thanked Assistant County Manager, Sybil Tate for her contributions to the county over the last seven years and bid her farewell as she leaves Person County for a new job in Buncombe County.

COMMISSIONER REPORT/COMMENTS:

There was no report/comments from Vice Chairman Jeffers nor Commissioners Powell, Clayton and Puryear.
CLOSED SESSION #1

A motion was made by Vice Chairman Jeffers and carried 5-0 to enter Closed Session per General Statute 143-318.11(a) (5) at 10:20am to establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating the price and other material terms of a contract with the following individuals permitted to attend: County Manager, Heidi York, Clerk to the Board, Brenda Reaves, County Attorney, Ron Aycock, Assistant County Manager, Sybil Tate, IT Director, Chris Puryear, and Mighty River Consultant, Joe Freddoso.

A motion was made by Commissioner Clayton and carried 5-0 to return to open session at 11:06am.

ADJOURNMENT:

A motion was made by Chairman Newell and carried 5-0 to adjourn the meeting at 11:07am.

Brenda B. Reaves
Clerk to the Board

David B. Newell, Sr.
Chairman

(Draft Board minutes are subject to Board approval).
## BUDGET AMENDMENT

7/22/2019

<table>
<thead>
<tr>
<th>Dept./Acct No.</th>
<th>Department Name</th>
<th>Amount</th>
<th>Incr / (Decr)</th>
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<td><em>General Fund</em></td>
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<td>Public Safety</td>
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<td>Culture and Recreation</td>
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<td>Contingency</td>
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<td><em>General Fund</em></td>
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<tr>
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<td>Intergovernmental</td>
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**Explanation:**

Correct original budgets for Human Services function (increase of $5,100) and Environmental Protection (decrease of $5,100); transfer undesignated contingency (-$57) to Inspections ($57) for cost of advertising building demolition notice; receipt of FEMA disaster recovery assistance for Mayo Park ($48,000); carryforward donations made to Library in FY19 for purchase of new bookmobile ($4,125); receipt of LSTA grant for purchase of new bookmobile ($100,000); receipt of LSTA NCPLDA grant for professional development for Library staff ($1,000); receipt of lottery proceeds for approved capital projects at Person County Schools ($252,420); receipt of CFAT grant from NC Clean Energy Technology Center for purchase of one electric vehicle charging station ($6,849); transfer undesignated contingency (-$1,712) to PATS Administration ($1,712) for matching funds for CFAT grant.
BUDGET AMENDMENT

7/22/2019

<table>
<thead>
<tr>
<th>Dept./Acct No.</th>
<th>Department Name</th>
<th>Amount</th>
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</thead>
<tbody>
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<td>Transfer to Other Funds</td>
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<tr>
<td></td>
<td>Executive Hangar construction</td>
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<td><strong>REVENUES</strong></td>
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<td></td>
<td><em>Airport Construction Capital Project Fund</em></td>
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<td>Transfer from CIP Fund</td>
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<td></td>
<td>Fund Balance Appropriation</td>
<td>1,323,000</td>
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**Explanation:**
The fund balance appropriation from the General Fund for CIP Projects was approved as part of the 2019-2020 Adopted Budget. The transactions below are the approved budget amounts for the new project revenues and expenditures in the CIP Project Fund ($6,374,801), as well as the close-out of completed projects through FY19 (-$625,583). The CIP-funded portion of the Airport Hangar project is being transferred to the Airport Construction Capital Project Fund ($2,277,000) in anticipation of receiving grant revenues that may help to partially fund this project.

BUDGET ADJUSTMENT

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<th>Account Number</th>
<th>Account Description</th>
<th>$Revenues incr. (decr.)</th>
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<td>Fiber Project-Engineering &amp; Construction</td>
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<td>New Roof-Anim Services</td>
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<td>New Roof-Board of Elections</td>
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**Transfer of Airport Hangar Project:**

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<td>40070-398041</td>
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**Completed CIP Projects:**

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<td>4104260-558200</td>
<td>New Roof-Allensville, Helena, HM, Longhurst, Mayo Park</td>
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<td>Airport-Remove Sprinkler System</td>
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<td>PCOB-Elevator Modernization</td>
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<td>4105911-570800</td>
<td>BOE Carpet Replacement</td>
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**Revenue Adjustments:**

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<td>41020-381491</td>
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**Totals** 8,026,218  8,026,218
AGENDA ABSTRACT

Meeting Date: July 22, 2019

Agenda Title: DSS Attorney Contracts

Summary of Information: Contracts for legal services to be paid at an hourly rate to agency’s primary attorney, Tom Fitzgerald, and secondary attorneys, Julie Ramsey, and Joe Weinberger. There are separate contracts for Child Support services therefore two contracts per attorney are attached. The only changes to the contracts are the dates.

Recommended Action: Approval

Submitted By: Carlton B. Paylor, Sr., MBA
Director, Person County Department of Social Services
Contract # 1008  
Thomas L. Fitzgerald  
Page 1

Contract # 1008  Fiscal Year Begins July 1, 2019  Ends June 30, 2020

This contract is hereby entered into by and between the Person County Department of Social Services (the "County") and Thomas L. Fitzgerald (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number is 20-2272 781.

**Contract Documents:** This Contract consists of the following documents:

This contract  
The General Terms and Conditions (Attachment A)  
The Scope of Work, description of services, and rate (Attachment B)  
Federal Certification Regarding Drug-Free Workplace & Certification Regarding Nondiscrimination (Attachment C)  
Conflict of Interest (Attachment D)  
No Overdue Taxes (Attachment E)  
Federal Certification Regarding Lobbying (Attachment G)  
Federal Certification Regarding Debarment (Attachment H)  
HIPAA Business Associate Addendum (Attachment I)  
State Certification (Attachment M)  
Certification Regarding Nondiscrimination, Clean Air Act, Clean Water (Attachment N)  
Budget Addendum

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

**Precedence among Contract Documents:** In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

**Effective Period:** This contract shall be effective on July 1, 2019 and shall terminate on June 30, 2020. This contract must be twelve months or less.

**Contractor’s Duties:** The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.

**County’s Duties:** The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents.

[ x ] a. There are no matching requirements from the Contractor.

[   ] b. The Contractor’s matching requirement is $__________, which shall consist of:

[   ] In-kind  [   ] Cash  [   ] Cash and In-kind  [   ] Cash and/or In-kind

The contributions from the Contractor shall be sourced from non-federal funds. The total contract amount including any Contractor match shall not exceed 1,000 hours collectively for all attorneys under contract. Rate of compensation for Primary Attorney Thomas L. Fitzgerald is $140 per hour.
Reversion of Funds:
Any unexpended grant funds shall revert to the County Department of Social Services upon termination of this contract.

Reporting Requirements:
Contractor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular- CFR Title 2 Grants and Agreements, Part 200, and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

Payment Provisions:
Payment shall be made in accordance with the Contract Documents as described in the Scope of Work, Attachment B.

Contract Administrators: All notices permitted or required to be given by one Party to the other and all questions about the contract from one Party to the other shall be addressed and delivered to the other Party’s Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties’ respective initial Contract Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

<table>
<thead>
<tr>
<th>For the County:</th>
<th>For the Contractor:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wendy McKinney, Accounting Technician</td>
<td>Thomas L. Fitzgerald, Attorney</td>
</tr>
<tr>
<td>Person County Department of Social Services</td>
<td>P.O. Box 1519</td>
</tr>
<tr>
<td>P.O. Box 770</td>
<td>22 Court Street</td>
</tr>
<tr>
<td>355B South Madison Boulevard</td>
<td>Roxboro, NC 27573</td>
</tr>
<tr>
<td>Roxboro, NC 27573</td>
<td>(336) 599-2567</td>
</tr>
<tr>
<td>(336) 599-8361</td>
<td></td>
</tr>
</tbody>
</table>

Supplementation of Expenditure of Public Funds: The Contractor assures that funds received pursuant to this contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that the Contractor otherwise expends for contract services and related programs. Funds received under this contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Contractor’s total expenditure of other public funds for such services.

Disbursements: As a condition of this contract, the Contractor acknowledges and agrees to make disbursements in accordance with the following requirements:

(a) Implement adequate internal controls over disbursements;
(b) Pre-audit all vouchers presented for payment to determine:
   • Validity and accuracy of payment
   • Payment due date
   • Adequacy of documentation supporting payment
   • Legality of disbursement
(c) Assure adequate control of signature stamps/plates;
(d) Assure adequate control of negotiable instruments; and
(c) Implement procedures to insure that account balance is solvent and reconcile the account monthly.
Outsourcing to Other Countries: The Contractor certifies that it has identified to the County all jobs related to the contract that have been outsourced to other countries, if any. The Contractor further agrees that it will not outsource any such jobs during the term of this contract without providing notice to the County.

Federal Certifications: Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, and Lobbying. These assurances and certifications are to be signed by the contractor’s authorized representative.

Signature Warranty: The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

Signature Warranty:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

The Contractor and the County have executed this contract in duplicate originals, with one original being retained by each party.

Thomas L. Fitzgerald, Attorney At Law

__________________________________________     __________________________
Signature                                           Date

PERSON COUNTY

David B. Newell, Sr.

__________________________________________     __________________________
Chairman, County Commissioners                    Date

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

__________________________________________     __________________________
Amy Wehrenberg, County Finance Director           Date
ATTACHMENT A

General Terms and Conditions

Relationships of the Parties

Independent Contractor: The Contractor is and shall be deemed to be an independent contractor in the performance of this contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the County.

Subcontracting: The Contractor shall not subcontract any of the work contemplated under this contract without prior written approval from the County. Any approved subcontract shall be subject to all conditions of this contract. Only the subcontractors specified in the contract documents are to be considered approved upon award of the contract. The County shall not be obligated to pay for any work performed by any unapproved subcontractor. The Contractor shall be responsible for the performance of all of its subcontractors.

Assignment: No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the County may: Forward the Contractor's payment check(s) directly to any person or entity designated by the Contractor, or Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s). In no event shall such approval and action obligate the County to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the County and the named Contractor. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the County and Contractor that any such person or entity, other than the County or the Contractor, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Indemnity and Insurance

Indemnification: The Contractor agrees to indemnify and hold harmless the County and any of their officers, agents and employees, from any claims of third parties arising out or any act or omission of the Contractor in connection with the performance of this contract.

Insurance: During the term of the contract, the Contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Contractor shall provide and maintain the following coverage and limits:

Worker's Compensation - The contractor shall provide and maintain Worker’s Compensation Insurance as required by the laws of North Carolina, as well as employer’s liability coverage with minimum limits of $500,000.00, covering all of Contractor’s employees who are engaged in any work under the contract. If any work is sublet, the Contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.

Commercial General Liability - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of $1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)

Automobile Liability Insurance: The Contractor shall provide automobile liability insurance with a combined single limit of $500,000.00 for bodily injury and property damage; a limit of $500,000.00 for uninsured/under insured motorist coverage; and a limit of $2,000.00 for medical payment coverage. The Contractor shall provide this insurance for all automobiles that are:

(a) owned by the Contractor and used in the performance of this contract;
(b) hired by the Contractor and used in the performance of this contract; and
(c) Owned by Contractor’s employees and used in performance of this contract (“non-owned vehicle insurance”).

Non-owned vehicle insurance protects employers when employees use their personal vehicles for work purposes. Non-owned vehicle insurance supplements, but does not replace, the car-owner’s liability insurance.
The Contractor is not required to provide and maintain automobile liability insurance on any vehicle - owned, hired, or non-owned – unless the vehicle is used in the performance of this contract.

(d) The insurance coverage minimums specified in subparagraph (a) are exclusive of defense costs.
(e) The Contractor understands and agrees that the insurance coverage minimums specified in subparagraph (a) are not limits, or caps, on the Contractor’s liability or obligations under this contract.
(f) The Contractor may obtain a waiver of any one or more of the requirements in subparagraph (a) by demonstrating that it has insurance that provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The County shall be the sole judge of whether such a waiver should be granted.
(g) The Contractor may obtain a waiver of any one or more of the requirements in paragraph (a) by demonstrating that it is self-insured and that its self-insurance provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The County shall be the sole judge of whether such a waiver should be granted.
(h) Providing and maintaining the types and amounts of insurance or self-insurance specified in this paragraph is a material obligation of the Contractor and is of the essence of this contract.
(i) The Contractor shall only obtain insurance from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in the State of North Carolina. All such insurance shall meet all laws of the State of North Carolina.
(j) The Contractor shall comply at all times with all lawful terms and conditions of its insurance policies and all lawful requirements of its insurer.
(k) The Contractor shall require its subcontractors to comply with the requirements of this paragraph.
(l) The Contractor shall demonstrate its compliance with the requirements of this paragraph by submitting certificates of insurance to the County before the Contractor begins work under this contract.

Transportation of Clients by Contractor:
The contractor will maintain Insurance requirements if required as noted under Article 7 Rule R2-36 of the North Carolina Utilities Commission.

Default and Termination

Termination without Cause: The County may terminate this contract without cause by giving 30 days written notice to the Contractor.

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor’s breach of this agreement, and the County may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the County may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

Waiver of Default: Waiver by the County of any default or breach in compliance with the terms of this contract by the Provider shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the County and the Contractor and attached to the contract.

Availability of Funds: The parties to this contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the County.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: All deliverable items produced pursuant to this contract are the exclusive property of the County. The Contractor shall not assert a claim of copyright or other property interest in such deliverables.


Compliance with Applicable Laws

Compliance with Laws: The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Title VI, Civil Rights Compliance: In accordance with Federal law and U.S. Department of Agriculture (USDA) and U.S. Department of Health and Human Services (HHS) policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability. Under the Food Stamp Act and USDA policy, discrimination is prohibited also on the basis of religion or political beliefs.

Equal Employment Opportunity: The Contractor shall comply with all federal and State laws relating to equal employment opportunity.

Health Insurance Portability and Accountability Act (HIPAA): The Contractor agrees that, if the County determines that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended (“HIPAA”), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the County may require to ensure compliance.

(a) Data Security: The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.

(b) Duty to Report: The Contractor shall report a suspected or confirmed security breach to the local Department of Social Services/Human Services Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.

(c) Cost Borne by Contractor: If any applicable federal, state, or local law, regulation, or rule requires the Contractor to give written notice of a security breach to affected persons, the Contractor shall bear the cost of the notice.

Trafficking Victims Protection Act of 2000: The Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104).

Executive Order # 24: It is unlawful for any vendor, contractor, subcontractor or supplier of the state to make gifts or to give favors to any state employee. For additional information regarding the specific requirements and exemptions, contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the County. The Contractor acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this contract.
Oversight

Access to Persons and Records: The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the Division. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later. The record retention period for Temporary Assistance for Needy Families (TANF) and MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

Warranties and Certifications

Date and Time Warranty: The Contractor warrants that the product(s) and service(s) furnished pursuant to this contract (“product” includes, without limitation, any piece of equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interfaces therein) that perform any date and/or time data recognition function, calculation, or sequencing will support a four digit year format and will provide accurate date/time data and leap year calculations. This warranty shall survive the termination or expiration of this contract.

Certification Regarding Collection of Taxes: G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors that meet one of the conditions of G.S. 105-164.8(b) and yet refuse to collect use taxes on sales of tangible personal property to purchasers in North Carolina. The conditions include: (a) maintenance of a retail establishment or office; (b) presence of representatives in the State that solicit sales or transact business on behalf of the vendor; and (c) systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. The Contractor certifies that it and all of its affiliates (if any) collect all required taxes.

E-Verify

Pursuant to G.S. 143-48.5 and G.S. 147-33.95(g), the undersigned hereby certifies that the Contractor named below, and the Contractor’s subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system. E-Verify System Link: www.uscis.gov

Miscellaneous

Choice of Law: The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, are governed by the laws of North Carolina. The Contractor, by signing this contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be the county in which the contract originated. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be the county where the contract originated, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the County and the Contractor.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this contract shall remain in full force and effect.
Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of this contract.

Key Personnel: The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the County. The term “key personnel” includes any and all persons identified as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

Care of Property: The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this contract and will reimburse the County for loss of, or damage to, such property. At the termination of this contract, the Contractor shall contact the County for instructions as to the disposition of such property and shall comply with these instructions.

Travel Expenses: Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates established in County policy.

Sales/Use Tax Refunds: If eligible, the Contractor and all subcontractors shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Contractor shall not use the award of this contract as a part of any news release or commercial advertising.
ATTACHMENT B – Scope of Work

NORTH CAROLINA

LEGAL SERVICES AGREEMENT

THIS Agreement, made and entered into this the 1st day of July, 2019, by
and between the PERSON COUNTY DEPARTMENT OF SOCIAL SERVICES,
hereinafter referred to as Agency, and Thomas L. Fitzgerald, Attorney at Law,
hereinafter referred to as Attorney.

W I T N E S S E T H :

THAT WHEREAS, the Agency has determined that it has need for legal services
and consultation beyond those presently being provided by the county attorney;

AND WHEREAS, the Attorney is a member of a reputable law firm with an office
in Person County, North Carolina, and has expertise in the field of social services law,
rules and regulations, and the Agency is desirous of obtaining such legal services from
said Attorney on a continuing basis;

NOW, THEREFORE, it is hereby agreed that the Attorney shall provide legal
services to the Agency in the nature of consultations, interpretation of social services
laws and regulations and drafting of legal document when necessary on the following
terms and conditions:

1

The Attorney shall make himself available and on call to the Agency on a prompt
basis for the purposes herein above described until June 30, 2020. At the end of said
period, the arrangement herein described will be analyzed by the parties hereto to
determine if same is effective and fair to all parties concerned and revised or terminated
accordingly as deemed necessary.

2

The Agency shall pay for such legal services to the Attorney the sum of one hundred
forty dollars ($140.00) per hour for out of court time and one hundred forty dollars
($140.00) per hour for in court time for each hour of legal services performed, same to
be due and payable on or before the 10th of each month upon due submission by the
Attorney of a statement of work detailing the hours of work performed and the nature of
such legal work. Such hourly rate shall encompass all expenses, including, but not
limited to, those for salary, supplies, office space, heating and maintenance for office space, telephone service, long-distance telephone calls, postage, and travel. The party of the second part is not to be reimbursed for any extraordinary expense incident to performing the services included under this agreement; except, that the party of the first part agrees to pay all court costs and filing fees which are required to be paid in conjunction with services provided by the attorney under this agreement.

3

The Attorney will assist the Agency in maintaining records of the legal services provided as same are necessary for the agency in filing its reports and funding statements.

4

The party of the second part shall notify the Agency when a conflict of interest arises for the Attorney. In all such cases, referral shall be made to another attorney with whom the Department has contracted for secondary employment for the provision of legal services when conflicts arise.

5

It is understood and agreed that the legal services provided pursuant to this contract will be in addition to those provided by the county attorney and not in substitution nor duplication of such services by the county attorney.

6

The party of the second part further agrees to attend seminars regarding Protective Services and other matters related to Social Services as part of his duty to the agency in addition to Child Support Enforcement training. Further, the party of the first part agrees to compensate the party of the second part at the hourly rate of fifty-five dollars ($55.00) for each hour that the party of the second part spends in training up to but not to exceed the amount of four hundred forty dollars ($440.00) per day. Travel and meal reimbursement shall be made at the same rates that are applicable to county DSS employees (see Budget Addendum). However, the attorney may not be paid an hourly rate for time spent traveling.

7

It is specifically agreed that the Attorney is an independent contractor and shall perform the legal services herein provided according to his own judgment and method and shall not be subject to control of the Agency except as to the result of his work.
The Attorney shall not under any circumstance be considered an employee of the Agency. The Agency shall not withhold federal or state taxes from sums paid to the Attorney pursuant to this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement in duplicate originals, one of which is retained by each of the parties hereto, on the day and year first above written.

Thomas L. Fitzgerald, Attorney At Law

_____________________________  ______________________________
Signature                                      Date

David B. Newell, Sr.

_____________________________  ______________________________
Chairman, County Commissioners                 Date
ATTACHMENT C

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
AND CERTIFICATION REGARDING NONDISCRIMINATION

Person County Department of Social Services

I. By execution of this Agreement the Contractor certifies that it will provide a drug-free workplace by:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor’s workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing a drug-free awareness program to inform employees about:
   
   (1) The dangers of drug abuse in the workplace;
   
   (2) The Contractor’s policy of maintaining a drug-free workplace;
   
   (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
   
   (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

C. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (A);

D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the agreement, the employee will:

   (1) Abide by the terms of the statement; and

   (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

E. Notifying the County within ten days after receiving notice under subparagraph (D)(2) from an employee or otherwise receiving actual notice of such conviction;

F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (D)(2), with respect to any employee who is so convicted:

   (1) Taking appropriate personnel action against such an employee, up to and including termination; or

   (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).
The site(s) for the performance of work done in connection with the specific agreement are listed below:

22 Court Street, Roxboro, NC 27573

Contractor will inform the County of any additional sites for performance of work under this agreement.

False certification or violation of the certification shall be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment 45 C.F.R. Section 82.510. Section 4 CFR Part 85, Section 85.615 and 86.620.

Certification Regarding Nondiscrimination

The Vendor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

Thomas L. Fitzgerald, Attorney At Law

______________________________  ____________________________
Signature                      Date

David B. Newell, Sr.

______________________________  ____________________________
Chairman, County Commissioners  Date
ATTACHMENT D:

CONFLICT OF INTEREST

The Board of Directors/Trustees or other governing persons, officers, employees or agents are to avoid any conflict of interest, even the appearance of a conflict of interest. The Organization's Board of Directors/Trustees or other governing body, officers, staff and agents are obligated to always act in the best interest of the organization. This obligation requires that any Board member or other governing person, officer, employee or agent, in the performance of Organization duties, seek only the furtherance of the Organization mission. At all times, Board members or other governing persons, officers, employees or agents, are prohibited from using their job title, the Organization's name or property, for private profit or benefit.

A. The Board members or other governing persons, officers, employees, or agents of the Organization should neither solicit nor accept gratuities, favors, or anything of monetary value from current or potential contractors/vendors, persons receiving benefits from the Organization or persons who may benefit from the actions of any Board member or other governing person, officer, employee or agent. This is not intended to preclude bona-fide Organization fund raising-activities.

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

C. No Board member or other governing person, officer, employee, or agent of the Organization shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his knowledge, any of the following has a financial interest in that purchase or contract:
   1. The Board member or other governing person, officer, employee, or agent;
   2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
   3. An organization in which any of the above is an officer, director, or employee;
   4. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.

D. Duty to Disclosure -- Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to the Board or other governing body or one’s supervisor immediately.

E. Board Action -- When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists. In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of and vote of the Board of Directors/Trustees or other governing body.

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

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

1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.

2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

NOTARIZED CONFLICT OF INTEREST POLICY

Thomas L. Fitzgerald, Attorney At Law

_________________________________           ________________
Signature        Date

NORTH CAROLINA
PERSON COUNTY

I, __________________________, a Notary Public of said County and State do hereby certify that Thomas L. Fitzgerald, Attorney at Law, personally appeared before me this date and acknowledged the due execution of the foregoing agreement for the purposes therein expressed and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held on the ___________ day of ___________, _________.

Sworn to and subscribed before me this ________ day of ______________________, 2019.

___________________________
Notary Public

My Commission expires: ____________________
ATTACHMENT E – OVERDUE TAXES

THOMAS L. FITZGERALD  
ATTORNEY AT LAW  
22 COURT STREET  
P.O. BOX 1519  
ROXBORO, NORTH CAROLINA 27573  
(336) 599-2567  
Fax (336) 599-5782

______________, 2019

To: Person County Department of Social Services

Certification:

I, Thomas L. Fitzgerald, certify that I do not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. I further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S.) 143C-10-1b.

Sworn Statement:

I, Thomas L. Fitzgerald, being duly sworn, say that the foregoing certification is true, accurate and complete to the best of my knowledge and was made and subscribed by me. I also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

Thomas L. Fitzgerald, Attorney At Law

____________________________            _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _
Signature        Date

NORTH CAROLINA  
PERSON COUNTY

Sworn to and subscribed before me this _________ day of ______________________, 2019.

___________________________  
Notary Public

My Commission expires: __________________

1 G.S. 105-243.1 defines: Overdue tax debt. – Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement.”
ATTACHMENT G

Person County Department of Social Services

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal, state or local government agency, a Member of Congress, a Member of the General Assembly, an officer or employee of Congress, an officer or employee of the General Assembly, an employee of a Member of Congress, or an employee of a Member of the General Assembly in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Notwithstanding other provisions of federal OMB Circulars-CFR Title 2, Grants and Agreements, Part 200, costs associated with the following activities are unallowable:

Paragraph A.

(1) Attempts to influence the outcomes of any Federal, State, or local election, referendum, initiative, or similar procedure, through in kind or cash contributions, endorsements, publicity, or similar activity;

(2) Establishing, administering, contributing to, or paying the expenses of a political party, campaign, political action committee, or other organization established for the purpose of influencing the outcomes of elections;

(3) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation through communication with any member or employee of the Congress or State legislature (including efforts to influence State or local officials to engage in similar lobbying activity), or with any Government official or employee in connection with a decision to sign or veto enrolled legislation;

(4) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation by preparing, distributing or using publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or
participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign; or

(5) Legislative liaison activities, including attendance at legislative sessions or committee hearings, gathering information regarding legislation, and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in unallowable lobbying.

The following activities as enumerated in Paragraph B are excepted from the coverage of Paragraph A:

**Paragraph B.**

(1) Providing a technical and factual presentation of information on a topic directly related to the performance of a grant, contract or other agreement through hearing testimony, statements or letters to the Congress or a State legislature, or subdivision, member, or cognizant staff member thereof, in response to a documented request (including a Congressional Record notice requesting testimony or statements for the record at a regularly scheduled hearing) made by the recipient member, legislative body or subdivision, or a cognizant staff member thereof; provided such information is readily obtainable and can be readily put in deliverable form; and further provided that costs under this section for travel, lodging or meals are unallowable unless incurred to offer testimony at a regularly scheduled Congressional hearing pursuant to a written request for such presentation made by the Chairman or Ranking Minority Member of the Committee or Subcommittee conducting such hearing.

(2) Any lobbying made unallowable by subparagraph A (3) to influence State legislation in order to directly reduce the cost, or to avoid material impairment of the organization's authority to perform the grant, contract, or other agreement.

(3) Any activity specifically authorized by statute to be undertaken with funds from the grant, contract, or other agreement.

**Paragraph C.**

(1) When an organization seeks reimbursement for indirect costs, total lobbying costs shall be separately identified in the indirect cost rate proposal, and thereafter treated as other unallowable activity costs in accordance with the procedures of subparagraph B.(3).

(2) Organizations shall submit, as part of the annual indirect cost rate proposal, a certification that the requirements and standards of this paragraph have been complied with.

(3) Organizations shall maintain adequate records to demonstrate that the determination of costs as being allowable or unallowable pursuant to this section complies with the requirements of this Circular.

(4) Time logs, calendars, or similar records shall not be required to be created for purposes of complying with this paragraph during any particular calendar month when: (1) the employee engages in lobbying (as defined in subparagraphs (a) and (b)) 25 percent or less of the employee's compensated hours of employment during that calendar month, and (2) within the preceding five-year period, the organization has not materially misstated allowable or unallowable costs of any nature, including legislative lobbying costs. When conditions (1) and (2) are met, organizations are not required to establish records to support the allowability of claimed costs in addition to records already required or maintained. Also, when conditions (1) and (2) are met, the absence of time logs, calendars, or similar records will not serve as a basis for disallowing costs by contesting estimates of lobbying time spent by employees during a calendar month.

(5) Agencies shall establish procedures for resolving in advance, in consultation with OMB, any significant questions or disagreements concerning the interpretation or application of this section. Any such advance resolution shall be binding in any subsequent settlements, audits or investigations with respect to that grant or contract for purposes of interpretation of this Circular; provided, however, that this shall not be construed to prevent a contractor or grantee from contesting the lawfulness of such a determination.

**Paragraph D.**

Executive lobbying costs. Costs incurred in attempting to improperly influence either directly or indirectly, an employee or officer of the Executive Branch of the Federal Government to give consideration or to act regarding a sponsored agreement or a regulatory matter are unallowable. Improper influence means any influence that induces or tends to induce a Federal employee or officer to give consideration or to act regarding a federally sponsored agreement or regulatory matter on any basis other than the merits of the matter.
Thomas L. Fitzgerald, Attorney At Law

__________________________   __________________________
Signature                        Date

David B. Newell, Sr.

__________________________   __________________________
Chairman, County Commissioners  Date
ATTACHMENT H

PERSON COUNTY DEPARTMENT OF SOCIAL SERVICES
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant will provide immediate written notice to the person to whom the proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency of which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge
and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Thomas L. Fitzgerald, Attorney At Law

________________________________________  ______________________________
Signature                                   Date

David B. Newell, Sr.

________________________________________  ______________________________
Chairman, County Commissioners              Date
This Agreement is made effective the 1st day of July, 2019, by and between Person County Department of Social Services (“Covered Entity”) and Thomas L. Fitzgerald, Attorney at Law (“Business Associate”) (collectively the “Parties”).

1. BACKGROUND

a. Covered Entity and Business Associate are parties to a contract entitled Legal Services Contract (the “Contract”), whereby Business Associate agrees to perform certain services for or on behalf of Covered Entity.
b. Covered Entity is an organizational unit of Person County as the Person County Department of Social Services (DSS) as a health care component for purposes of the HIPAA Privacy Rule.
c. The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is or may be a “business associate” within the meaning of the HIPAA Privacy Rule.
d. The Parties enter into this Business Associate Addendum to the Contract with the intention of complying with the HIPAA Privacy Rule provision that a covered entity may disclose protected health information to a business associate, and may allow a business associate to create or receive protected health information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.

2. DEFINITIONS

Unless some other meaning is clearly indicated by the context, the following terms shall have the following meaning in this Agreement:

b. “Individual” shall have the same meaning as the term “individual” in 45 CFR160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
c. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
d. “Protected Health Information” shall have the same meaning as the term “protected health information” in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
e. “Required By Law” shall have the same meaning as the term “required by law” in 45 CFR 164.103.
f. “Secretary” shall mean the Secretary of the United States Department of Health and Human Services or his designee.
g. Unless otherwise defined in this Agreement, terms used herein shall have the same meaning as those terms have in the Privacy Rule.

3. OBLIGATIONS OF BUSINESS ASSOCIATE

a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.
b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
d. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
e. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
f. Business Associate agrees to provide access, at the request of Covered Entity, to Protected Health Information in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
g. Business Associate agrees, at the request of the Covered Entity, to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526.
h. Unless otherwise prohibited by law, Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, available to the Covered Entity, or to the Person County Department of Social Services, in a time and manner designated by the Secretary, for purposes of determining Covered Entity's compliance with the Privacy Rule.
i. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, and to provide this information to Covered Entity or an Individual to permit such a response.

4. PERMITTED USES AND DISCLOSURES

a. Except as otherwise limited in this Agreement or by other applicable law or agreement, if the Contract permits, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Contract, provided that such use or disclosure:

1) would not violate the Privacy Rule if done by Covered Entity; or
2) would not violate the minimum necessary policies and procedures of the Covered Entity.
b. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Protected Health Information as necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

c. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that:

1) disclosures are Required By Law; or
2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

d. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).

e. Notwithstanding the foregoing provisions, Business Associate may not use or disclose Protected Health Information if the use or disclosure would violate any term of the Contract or other applicable law or agreements.

5. TERM AND TERMINATION

a. Term. This Agreement shall be effective as of the effective date stated above and shall terminate when the Contract terminates.

b. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:

1) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement and services provided by Business Associate, to the extent permissible by law, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
2) Immediately terminate this Agreement and services provided by Business Associate, to the extent permissible by law; or
3) If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy Rule.

c. Effect of Termination.

1) Except as provided in paragraph (2) of this section or in the Contract or by other applicable law or agreements, upon termination of this Agreement and services provided by Business Associate, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
2) In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

6. GENERAL TERMS AND CONDITIONS

a. This Agreement amends and is part of the Contract.
b. Except as provided in this Agreement, all terms and conditions of the Contract shall remain in force and shall apply to this Agreement as if set forth fully herein.
c. In the event of a conflict in terms between this Agreement and the Contract, the interpretation that is in accordance with the Privacy Rule shall prevail. In the event that a conflict then remains, the Contract terms shall prevail so long as they are in accordance with the Privacy Rule.
d. A breach of this Agreement by Business Associate shall be considered sufficient basis for Covered Entity to terminate the Contract for cause.

Thomas L. Fitzgerald, Attorney At Law

__________________________  ________________________
Signature                  Date

David B. Newell, Sr.

__________________________  ________________________
Chairman, County Commissioners  Date
State Certification

Contractor Certifications Required by North Carolina Law

Instructions

The person who signs this document should read the text of the statutes listed below and consult with counsel and other knowledgeable persons before signing.

- The text of Article 2 of Chapter 64 of the North Carolina General Statutes can be found online at: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf
- The text of G.S. 105-164.8(b) can be found online at: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf
- The text of G.S. 143-48.5 (S.L. 2013-418, s. 2.(d)) can be found online at: http://www.ncga.state.nc.us/Sessions/2013/Bills/House/PDF/H786v6.pdf
- The text of G.S. 143-59.1 can be found online at: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf
- The text of G.S. 143-59.2 can be found online at: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf
- The text of G.S. 147-33.95(g) (S.L. 2013-418, s. 2.(e)) can be found online at: http://www.ncga.state.nc.us/Sessions/2013/Bills/House/PDF/H786v6.pdf

Certifications

(1) **Pursuant to G.S. 143-48.5 and G.S. 147-33.95(g),** the undersigned hereby certifies that the Contractor named below, and the Contractor’s subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov

Local government is specifically exempt from Article 2 of Chapter 64 of the North Carolina General Statutes. However, local government is subject to and must comply with North Carolina General Statute §153A-99.1., which states in part as follows:

- Counties Must Use E-Verify. - Each county shall register and participate in E-Verify to verify the work authorization of new employees hired to work in the United States.

(2) **Pursuant to G.S. 143-59.1(b),** the undersigned hereby certifies that the Contractor named below is not an “ineligible Contractor” as set forth in G.S. 143-59.1(a) because:

(a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); and

(b) [check one of the following boxes]
Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a “tax haven country” as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; or

☐ The Contractor or one of its affiliates has incorporated or reincorporated in a “tax haven country” as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 but the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.

(3) Pursuant to G.S. 143-59.2(b), the undersigned hereby certifies that none of the Contractor’s officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.

(4) The undersigned hereby certifies further that:

(a) He or she is a duly authorized representative of the Contractor named below;

(b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and

(c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

Contractor’s Name: Thomas L. Fitzgerald

Signature of Contractor’s Authorized Agent

Date

Printed Name of Contractor’s Authorized Agent

Thomas L. Fitzgerald

Title

Attorney at Law

Signature of Witness

Date

Printed Name of Witness

Date

The witness should be present when the Contractor’s Authorized Agent signs this certification and should sign and date this document immediately thereafter.
Attachment N

Person County Department of Social Services

CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT, CLEAN WATER ACT

Certification Regarding Nondiscrimination

Thomas L. Fitzgerald certifies that he will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

Thomas L. Fitzgerald must comply with Executive Order 11246, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over $10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

Meaningful Access for LEP Individuals: Thomas L. Fitzgerald, to participate in the SNAP must take reasonable steps to ensure that LEP persons have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single language minorities in certain project areas. SNAP Contractors that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in the Food and Nutrition Act of 2008, as amended, Title VI of the Civil Rights Act of 1964 (Title VI) and SNAP program regulations at 7 CFR 272A(b). They also risk noncompliance with the USDA policy guidance titled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", published in 79 FR 70771 - 70784 (November 28, 2014).

Thomas L. Fitzgerald should develop an implementing plan to address the language assistance needs of the LEP population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. LEP needs should be considered in developing budgets and front line staff should understand how to obtain language assistance services. For additional assistance and information regarding LEP matters, please also visit [http://www.lep.gov](http://www.lep.gov).

Ensuring Equal Opportunity Access for Persons with Disabilities: Thomas L. Fitzgerald must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications
with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations.

DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 “Nondiscrimination on the Basis of Disability in State and Local Government Services” and at 28 CFR Part 36 “Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities”. In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (TTY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: http://www.ada.gov.

IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)

a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.

b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).

c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]


a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such
conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.

b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.

c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:

(i) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and

(ii) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.

f. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.

g. In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).
## STATEMENT OF TRAVEL EXPENSES

**Per Diem rates for meals**

| **Breakfast:** $7 | leave before 7:30 a.m. |
| **Lunch:** $11 | leave before 11:00 am (day of departure) return after 2:00 pm (day of return) |
| **Dinner:** $18 | leave before 5:00 pm (day of departure) return after 7:00 pm (day of return) |

**Effective January 1, 2019**

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### IRS Meal Reimbursements for Non-Overnight Travel

Person County will no longer allow expenses for non-overnight meals.

Current reimbursement rate for mileage is: 0.58

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<th>Date</th>
<th>Time Left</th>
<th>Time Returned</th>
<th>FROM</th>
<th>TO</th>
<th>NUMBER OF MILES</th>
<th>$AMT. @ $0.545 EA</th>
<th>Hotel Meals</th>
<th>Other</th>
<th>TOTAL</th>
<th>Client Y or N</th>
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I HEREBY CERTIFY THAT THE DISTANCES FOR WHICH CHARGE IS MADE IN THIS STATEMENT HAVE BEEN NECESSARILY TRAVELED AND THAT EXPENSES FOR WHICH REIMBURSEMENT IS CLAIMED WERE INCURRED IN THE SERVICE OF THE COUNTY.

---

DEPARTMENT HEAD APPROVAL

SIGNATURE OF Thomas L. Fitzgerald

Effective January 1, 2019

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85
Contract # 1009 Fiscal Year Begins July 1, 2019 Ends June 30, 2020

This contract is hereby entered into by and between the Person County Department of Social Services (the "County") and Thomas L. Fitzgerald (the "Contractor") (referred to collectively as the "Parties"). The Contractor’s federal tax identification number is 20-2272-781.

Contract Documents: This Contract consists of the following documents:

This contract
The General Terms and Conditions (Attachment A)
The Scope of Work, description of services, and rate (Attachment B)
Federal Certification Regarding Drug-Free Workplace & Certification Regarding Nondiscrimination (Attachment C)
Conflict of Interest (Attachment D)
No Overdue Taxes (Attachment E)
Federal Certification Regarding Lobbying (Attachment G)
Federal Certification Regarding Debarment (Attachment H)
HIPAA Business Associate Addendum (Attachment I)
State Certification (Attachment M)
Certification Regarding Nondiscrimination, Clean Air Act, Clean Water (Attachment N)
Budget Addendum

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

Precedence among Contract Documents: In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

Effective Period: This contract shall be effective on July 1, 2019 and shall terminate on June 30, 2020. This contract must be twelve months or less.

Contractor’s Duties: The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.

County’s Duties: The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents.

[ x ] a. There are no matching requirements from the Contractor.

[ ] b. The Contractor’s matching requirement is $__________, which shall consist of:
   [ ] In-kind   [ ] Cash   [ ] Cash and In-kind   [ ] Cash and/or In-kind

The contributions from the Contractor shall be sourced from non-federal funds. The total contract amount including any Contractor match shall not exceed 1,000 hours collectively for all attorneys under contract. Rate of compensation for Primary Attorney Thomas L. Fitzgerald is $140 per hour.
Reversion of Funds:
Any unexpended grant funds shall revert to the County Department of Social Services upon termination of this contract.

Reporting Requirements:
Contractor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular- CFR Title 2 Grants and Agreements, Part 200, and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

Payment Provisions:
Payment shall be made in accordance with the Contract Documents as described in the Scope of Work, Attachment B.

Contract Administrators: All notices permitted or required to be given by one Party to the other and all questions about the contract from one Party to the other shall be addressed and delivered to the other Party’s Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties’ respective initial Contract Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

<table>
<thead>
<tr>
<th>For the County:</th>
<th>For the Contractor:</th>
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</thead>
<tbody>
<tr>
<td>Wendy McKinney, Accounting Technician</td>
<td>Thomas L. Fitzgerald, Attorney</td>
</tr>
<tr>
<td>Person County Department of Social Services</td>
<td>P.O. Box 1519</td>
</tr>
<tr>
<td>P.O. Box 770</td>
<td>22 Court Street</td>
</tr>
<tr>
<td>355B South Madison Boulevard</td>
<td>Roxboro, NC 27573</td>
</tr>
<tr>
<td>Roxboro, NC 27573</td>
<td>(336) 599-8361</td>
</tr>
<tr>
<td>(336) 599-8361</td>
<td>(336) 599-2567</td>
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</tbody>
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Supplementation of Expenditure of Public Funds: The Contractor assures that funds received pursuant to this contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that the Contractor otherwise expends for contract services and related programs. Funds received under this contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Contractor’s total expenditure of other public funds for such services.

Disbursements: As a condition of this contract, the Contractor acknowledges and agrees to make disbursements in accordance with the following requirements:

(a) Implement adequate internal controls over disbursements;
(b) Pre-audit all vouchers presented for payment to determine:
   - Validity and accuracy of payment
   - Payment due date
   - Adequacy of documentation supporting payment
   - Legality of disbursement
(c) Assure adequate control of signature stamps/plates;
(d) Assure adequate control of negotiable instruments; and
(c) Implement procedures to insure that account balance is solvent and reconcile the account monthly.
Outsourcing to Other Countries: The Contractor certifies that it has identified to the County all jobs related to the contract that have been outsourced to other countries, if any. The Contractor further agrees that it will not outsource any such jobs during the term of this contract without providing notice to the County.

Federal Certifications: Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, and Lobbying. These assurances and certifications are to be signed by the contractor’s authorized representative.

Signature Warranty: The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

Signature Warranty:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

The Contractor and the County have executed this contract in duplicate originals, with one original being retained by each party.

Thomas L. Fitzgerald, Attorney At Law

______________________________      ________________________________

Signature                      Date

PERSON COUNTY

David B. Newell, Sr.

______________________________      ________________________________

Chairman, County Commissioners       Date

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

______________________________      ________________________________

Amy Wehrenberg, County Finance Director       Date
ATTACHMENT A

General Terms and Conditions

Relationships of the Parties

Independent Contractor: The Contractor is and shall be deemed to be an independent contractor in the performance of this contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the County.

Subcontracting: The Contractor shall not subcontract any of the work contemplated under this contract without prior written approval from the County. Any approved subcontract shall be subject to all conditions of this contract. Only the subcontractors specified in the contract documents are to be considered approved upon award of the contract. The County shall not be obligated to pay for any work performed by any unapproved subcontractor. The Contractor shall be responsible for the performance of all of its subcontractors.

Assignment: No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the County may: Forward the Contractor's payment check(s) directly to any person or entity designated by the Contractor, or Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s). In no event shall such approval and action obligate the County to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the County and the named Contractor. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the County and Contractor that any such person or entity, other than the County or the Contractor, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Indemnity and Insurance

Indemnification: The Contractor agrees to indemnify and hold harmless the County and any of their officers, agents and employees, from any claims of third parties arising out of any act or omission of the Contractor in connection with the performance of this contract.

Insurance: During the term of the contract, the Contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Contractor shall provide and maintain the following coverage and limits:

Worker's Compensation - The contractor shall provide and maintain Worker’s Compensation Insurance as required by the laws of North Carolina, as well as employer’s liability coverage with minimum limits of $500,000.00, covering all of Contractor’s employees who are engaged in any work under the contract. If any work is sublet, the Contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.

Commercial General Liability - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of $1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)

Automobile Liability Insurance: The Contractor shall provide automobile liability insurance with a combined single limit of $500,000.00 for bodily injury and property damage; a limit of $500,000.00 for uninsured/under insured motorist coverage; and a limit of $2,000.00 for medical payment coverage. The Contractor shall provide this insurance for all automobiles that are:

(a) owned by the Contractor and used in the performance of this contract;
(b) hired by the Contractor and used in the performance of this contract; and
(c) Owned by Contractor’s employees and used in performance of this contract (“non-owned vehicle insurance”).

Non-owned vehicle insurance protects employers when employees use their personal vehicles for work purposes. Non-owned vehicle insurance supplements, but does not replace, the car-owner’s liability insurance.
The Contractor is not required to provide and maintain automobile liability insurance on any vehicle – owned, hired, or non-owned – unless the vehicle is used in the performance of this contract.

(d) The insurance coverage minimums specified in subparagraph (a) are exclusive of defense costs.

(e) The Contractor understands and agrees that the insurance coverage minimums specified in subparagraph (a) are not limits, or caps, on the Contractor’s liability or obligations under this contract.

(f) The Contractor may obtain a waiver of any one or more of the requirements in subparagraph (a) by demonstrating that it has insurance that provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The County shall be the sole judge of whether such a waiver should be granted.

(g) The Contractor may obtain a waiver of any one or more of the requirements in paragraph (a) by demonstrating that it is self-insured and that its self-insurance provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The County shall be the sole judge of whether such a waiver should be granted.

(h) Providing and maintaining the types and amounts of insurance or self-insurance specified in this paragraph is a material obligation of the Contractor and is of the essence of this contract.

(i) The Contractor shall only obtain insurance from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in the State of North Carolina. All such insurance shall meet all laws of the State of North Carolina.

(j) The Contractor shall comply at all times with all lawful terms and conditions of its insurance policies and all lawful requirements of its insurer.

(k) The Contractor shall require its subcontractors to comply with the requirements of this paragraph.

(l) The Contractor shall demonstrate its compliance with the requirements of this paragraph by submitting certificates of insurance to the County before the Contractor begins work under this contract.

Transportation of Clients by Contractor:
The contractor will maintain Insurance requirements if required as noted under Article 7 Rule R2-36 of the North Carolina Utilities Commission.

Default and Termination

Termination without Cause: The County may terminate this contract without cause by giving 30 days written notice to the Contractor.

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor’s breach of this agreement, and the County may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the County may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

Waiver of Default: Waiver by the County of any default or breach in compliance with the terms of this contract by the Provider shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the County and the Contractor and attached to the contract.

Availability of Funds: The parties to this contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the County.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: All deliverable items produced pursuant to this contract are the exclusive property of the County. The Contractor shall not assert a claim of copyright or other property interest in such deliverables.


Compliance with Applicable Laws

Compliance with Laws: The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Title VI, Civil Rights Compliance: In accordance with Federal law and U.S. Department of Agriculture (USDA) and U.S. Department of Health and Human Services (HHS) policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability. Under the Food Stamp Act and USDA policy, discrimination is prohibited also on the basis of religion or political beliefs.

Equal Employment Opportunity: The Contractor shall comply with all federal and State laws relating to equal employment opportunity.

Health Insurance Portability and Accountability Act (HIPAA): The Contractor agrees that, if the County determines that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the County may require to ensure compliance.

(a) Data Security: The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.

(b) Duty to Report: The Contractor shall report a suspected or confirmed security breach to the local Department of Social Services/Human Services Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.

(c) Cost Borne by Contractor: If any applicable federal, state, or local law, regulation, or rule requires the Contractor to give written notice of a security breach to affected persons, the Contractor shall bear the cost of the notice.

Trafficking Victims Protection Act of 2000: The Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104).

Executive Order # 24: It is unlawful for any vendor, contractor, subcontractor or supplier of the state to make gifts or to give favors to any state employee. For additional information regarding the specific requirements and exemptions, contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the County. The Contractor acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this contract.
Oversight

Access to Persons and Records: The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the Division. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later. The record retention period for Temporary Assistance for Needy Families (TANF) and MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

Warranties and Certifications

Date and Time Warranty: The Contractor warrants that the product(s) and service(s) furnished pursuant to this contract ("product" includes, without limitation, any piece of equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interfaces therein) that perform any date and/or time data recognition function, calculation, or sequencing will support a four digit year format and will provide accurate date/time data and leap year calculations. This warranty shall survive the termination or expiration of this contract.

Certification Regarding Collection of Taxes: G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors that meet one of the conditions of G.S. 105-164.8(b) and yet refuse to collect use taxes on sales of tangible personal property to purchasers in North Carolina. The conditions include: (a) maintenance of a retail establishment or office; (b) presence of representatives in the State that solicit sales or transact business on behalf of the vendor; and (c) systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. The Contractor certifies that it and all of its affiliates (if any) collect all required taxes.

E-Verify

Pursuant to G.S. 143-48.5 and G.S. 147-33.95(g), the undersigned hereby certifies that the Contractor named below, and the Contractor’s subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system. E-Verify System Link: www.uscis.gov

Miscellaneous

Choice of Law: The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, are governed by the laws of North Carolina. The Contractor, by signing this contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be the county in which the contract originated. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be the county where the contract originated, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the County and the Contractor.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this contract shall remain in full force and effect.
Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of this contract.

Key Personnel: The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the County. The term “key personnel” includes any and all persons identified as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

Care of Property: The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this contract and will reimburse the County for loss of, or damage to, such property. At the termination of this contract, the Contractor shall contact the County for instructions as to the disposition of such property and shall comply with these instructions.

Travel Expenses: Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates established in County policy.

Sales/Use Tax Refunds: If eligible, the Contractor and all subcontractors shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Contractor shall not use the award of this contract as a part of any news release or commercial advertising.
STATE OF NORTH CAROLINA )
) )
) )
COUNTY OF ________ Person ________ )

THIS CONTRACT made and entered into this the 1st day of July, 2019, by and between the Person County Commissioners, party of the first part, and Thomas L. Fitzgerald, Attorney, party of the second part;

W I T N E S S E T H

The parties hereby agree that the party of the second part shall provide legal services to the party of the first part pursuant to the following mutual covenants:

1. This Contract shall begin July 1, 2019, and unless sooner terminated by 30 days’ notice of either party shall exist and continue through June 30, 2020.

2. Said party of the second part, upon reasonable notice, is to be available for consultation, legal advice and for representation as requested by the Child Support Enforcement Agency on all legal matters arising from the duties of the party of the first part under Sections 128 through 140 of Chapter 110 of the North Carolina General Statutes and Title 42 of the United States Code, Sections 651 through 660 and the federal regulations lawfully promulgated pursuant thereto.

3. Said party of the second part agrees to comply with all the requirements of Sections 128 through 140 of Chapter 110 of the North Carolina General Statutes, Title 42 of the United States Code, Sections 651 through 660, and the regulations promulgated pursuant thereto relating to the performance of program legal services including, but not limited to, maintaining such records as are required by the party of the first part, to make said records available for federal or state audit if required, and to make financial, statistical, and program progress reports as are required.

4. For their services under this contract, the party of the first part agrees to pay the party of the second part one hundred forty dollars ($140.00) per hour for out of court time and one hundred forty dollars ($140.00) per hour for in court time for each hour spent by the party of the second part providing legal services under the Child Support Enforcement Program. Such hourly rate shall encompass all expenses, including, but not limited to, those for salary, supplies, office space, heating and maintenance for office space, telephone service, long-distance telephone calls, postage, and travel (other than travel to attend the Child Support Enforcement Training). The party of the second part is not to be reimbursed for any extraordinary expense incident to performing the services included under this agreement; except, that the party of the first part agrees to pay all court costs and filing fees which are required to be paid in conjunction with services provided by the attorney under this agreement.
5. The party of the second part shall notify the Agency when a conflict of interest arises for the Attorney. In all such cases, referral shall be made to another attorney with whom the Department has contracted for secondary employment for the provision of legal services when conflicts arise.

6. The party of the second part further agrees to attend at least one training session on Child Support Enforcement per year conducted by the Child Support Enforcement Agency. Further, the party of the first part agrees to compensate the party of the second part at the hourly rate of fifty-five dollars ($55.00) for each hour that the party of the second part spends in training up to but not to exceed the amount of four hundred forty dollars ($440.00) per day. Travel and meal reimbursement shall be made at the same rates that are applicable to county DSS employees (see Budget Addendum). However, the attorney may not be paid an hourly rate for time spent traveling. Failure to attend one approved workshop per year shall be construed as an indication that the party of the second part does not wish to continue providing services under this agreement.

7. Person County Department of Social Services will pay standard costs for ACTS training with consideration being given to Person County Department of Social Services paying for Mr. Fitzgerald’s ACTS computer software should such acquisition be necessary.

8. It is specifically agreed that the party of the second part is an independent contractor and the party of the second part shall perform the services herein provided according to his own judgment and method and shall not be subject to the control of the party of the first part except as to the result of his work.

9. The party of the second part shall not under any circumstance be considered an employee of the party of the first part. The party of the first part shall not withhold federal or state taxes from sums to be paid to the party of the second part pursuant to this agreement.

IN TESTIMONY WHEREOF, said parties have executed this contract in triplicate originals, one of which is to be retained by the party of the first part, one of which is to be retained by the party of the second part, and one of which is to be filed with Child Support Enforcement Section, Division of Social Services of the Department of Human Resources, Raleigh, North Carolina.

Thomas L. Fitzgerald, Attorney At Law

____________________________  ____________________________
Signature                      Date

David B. Newell, Sr.

____________________________  ____________________________
Chairman, County Commissioners Date
ATTACHMENT C

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS AND CERTIFICATION REGARDING NONDISCRIMINATION

Person County Department of Social Services

I. By execution of this Agreement the Contractor certifies that it will provide a drug-free workplace by:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor’s workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing a drug-free awareness program to inform employees about:
   (1) The dangers of drug abuse in the workplace;
   (2) The Contractor’s policy of maintaining a drug-free workplace;
   (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
   (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

C. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (A);

D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the agreement, the employee will:
   (1) Abide by the terms of the statement; and
   (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

E. Notifying the County within ten days after receiving notice under subparagraph (D)(2) from an employee or otherwise receiving actual notice of such conviction;

F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (D)(2), with respect to any employee who is so convicted:
   (1) Taking appropriate personnel action against such an employee, up to and including termination; or
   (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).
The site(s) for the performance of work done in connection with the specific agreement are listed below:

22 Court Street, Roxboro, NC 27573

Contractor will inform the County of any additional sites for performance of work under this agreement.

False certification or violation of the certification shall be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment.

45 C.F.R. Section 82.510. Section 4 CFR Part 85, Section 85.615 and 86.620.

Certification Regarding Nondiscrimination

The Vendor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

Thomas L. Fitzgerald, Attorney At Law

__________________________________________  __________________________
Signature                                      Date

David B. Newell, Sr.

__________________________________________  __________________________
Chairman, County Commissioners                Date
ATTACHMENT D:

CONFLICT OF INTEREST

The Board of Directors/Trustees or other governing persons, officers, employees or agents are to avoid any conflict of interest, even the appearance of a conflict of interest. The Organization's Board of Directors/Trustees or other governing body, officers, staff and agents are obligated to always act in the best interest of the organization. This obligation requires that any Board member or other governing person, officer, employee or agent, in the performance of Organization duties, seek only the furtherance of the Organization mission. At all times, Board members or other governing persons, officers, employees or agents, are prohibited from using their job title, the Organization's name or property, for private profit or benefit.

A. The Board members or other governing persons, officers, employees, or agents of the Organization should neither solicit nor accept gratuities, favors, or anything of monetary value from current or potential contractors/vendors, persons receiving benefits from the Organization or persons who may benefit from the actions of any Board member or other governing person, officer, employee or agent. This is not intended to preclude bona-fide Organization fund raising-activities.

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

C. No Board member or other governing person, officer, employee, or agent of the Organization shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his knowledge, any of the following has a financial interest in that purchase or contract:
   1. The Board member or other governing person, officer, employee, or agent;
   2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
   3. An organization in which any of the above is an officer, director, or employee;
   4. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.

D. Duty to Disclosure -- Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to the Board or other governing body or one’s supervisor immediately.

E. Board Action -- When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists. In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of and vote of the Board of Directors/Trustees or other governing body.

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

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

1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing board’s or committee’s decision as to whether a conflict of interest in fact existed.

2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

NOTARIZED CONFLICT OF INTEREST POLICY

Thomas L. Fitzgerald, Attorney At Law

_________________________________           _________ _____________________
Signature        Date

NORTH CAROLINA
PERSON COUNTY

I, __________________________, a Notary Public of said County and State do hereby certify that Thomas L. Fitzgerald, Attorney at Law, personally appeared before me this date and acknowledged the due execution of the foregoing agreement for the purposes therein expressed and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held on the __________ day of __________, __________.

Sworn to and subscribed before me this _________ day of ______________________, 2019.

___________________________
Notary Public

My Commission expires: __________________
ATTACHMENT E – OVERDUE TAXES

THOMAS L. FITZGERALD
ATTORNEY AT LAW
22 COURT STREET
P.O. BOX 1519
ROXBORO, NORTH CAROLINA 27573
(336) 599-2567
Fax (336) 599-5782

______________, 2019

To: Person County Department of Social Services

Certification:

I, Thomas L. Fitzgerald, certify that I do not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. I further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S.) 143C-10-1b.

Sworn Statement:

I, Thomas L. Fitzgerald, being duly sworn, say that the foregoing certification is true, accurate and complete to the best of my knowledge and was made and subscribed by me. I also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

Thomas L. Fitzgerald, Attorney At Law

____________________________            __________________________
Signature                        Date

NORTH CAROLINA
PERSON COUNTY

Sworn to and subscribed before me this ________ day of ______________________, 2019.

____________________________
Notary Public

My Commission expires: _______________________

1 G.S. 105-243.1 defines: Overdue tax debt. – Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement.”
ATTACHMENT G

Person County Department of Social Services

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal, state or local government agency, a Member of Congress, a Member of the General Assembly, an officer or employee of Congress, an officer or employee of the General Assembly, an employee of a Member of Congress, or an employee of a Member of the General Assembly in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Notwithstanding other provisions of federal OMB Circulars-CFR Title 2, Grants and Agreements, Part 200, costs associated with the following activities are unallowable:

Paragraph A.

(1) Attempts to influence the outcomes of any Federal, State, or local election, referendum, initiative, or similar procedure, through in kind or cash contributions, endorsements, publicity, or similar activity;

(2) Establishing, administering, contributing to, or paying the expenses of a political party, campaign, political action committee, or other organization established for the purpose of influencing the outcomes of elections;

(3) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation through communication with any member or employee of the Congress or State legislature (including efforts to influence State or local officials to engage in similar lobbying activity), or with any Government official or employee in connection with a decision to sign or veto enrolled legislation;

(4) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation by preparing, distributing or using publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or
participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign; or
(5) Legislative liaison activities, including attendance at legislative sessions or committee hearings, gathering information regarding legislation, and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in unallowable lobbying.

The following activities as enumerated in Paragraph B are excepted from the coverage of Paragraph A:

Paragraph B.
(1) Providing a technical and factual presentation of information on a topic directly related to the performance of a grant, contract or other agreement through hearing testimony, statements or letters to the Congress or a State legislature, or subdivision, member, or cognizant staff member thereof, in response to a documented request (including a Congressional Record notice requesting testimony or statements for the record at a regularly scheduled hearing) made by the recipient member, legislative body or subdivision, or a cognizant staff member thereof; provided such information is readily obtainable and can be readily put in deliverable form; and further provided that costs under this section for travel, lodging or meals are unallowable unless incurred to offer testimony at a regularly scheduled Congressional hearing pursuant to a written request for such presentation made by the Chairman or Ranking Minority Member of the Committee or Subcommittee conducting such hearing.
(2) Any lobbying made unallowable by subparagraph A (3) to influence State legislation in order to directly reduce the cost, or to avoid material impairment of the organization's authority to perform the grant, contract, or other agreement.
(3) Any activity specifically authorized by statute to be undertaken with funds from the grant, contract, or other agreement.

Paragraph C.
(1) When an organization seeks reimbursement for indirect costs, total lobbying costs shall be separately identified in the indirect cost rate proposal, and thereafter treated as other unallowable activity costs in accordance with the procedures of subparagraph B.(3).
(2) Organizations shall submit, as part of the annual indirect cost rate proposal, a certification that the requirements and standards of this paragraph have been complied with.
(3) Organizations shall maintain adequate records to demonstrate that the determination of costs as being allowable or unallowable pursuant to this section complies with the requirements of this Circular.
(4) Time logs, calendars, or similar records shall not be required to be created for purposes of complying with this paragraph during any particular calendar month when: (1) the employee engages in lobbying (as defined in subparagraphs (a) and (b)) 25 percent or less of the employee's compensated hours of employment during that calendar month, and (2) within the preceding five-year period, the organization has not materially misstated allowable or unallowable costs of any nature, including legislative lobbying costs. When conditions (1) and (2) are met, organizations are not required to establish records to support the allowability of claimed costs in addition to records already required or maintained. Also, when conditions (1) and (2) are met, the absence of time logs, calendars, or similar records will not serve as a basis for disallowing costs by contesting estimates of lobbying time spent by employees during a calendar month.
(5) Agencies shall establish procedures for resolving in advance, in consultation with OMB, any significant questions or disagreements concerning the interpretation or application of this section. Any such advance resolution shall be binding in any subsequent settlements, audits or investigations with respect to that grant or contract for purposes of interpretation of this Circular; provided, however, that this shall not be construed to prevent a contractor or grantee from contesting the lawfulness of such a determination.

Paragraph D.
Executive lobbying costs. Costs incurred in attempting to improperly influence either directly or indirectly, an employee or officer of the Executive Branch of the Federal Government to give consideration or to act regarding a sponsored agreement or a regulatory matter are unallowable. Improper influence means any influence that induces or tends to induce a Federal employee or officer to give consideration or to act regarding a federally sponsored agreement or regulatory matter on any basis other than the merits of the matter.
Thomas L. Fitzgerald, Attorney At Law

_________________________  __________________________
Signature                  Date

David B. Newell, Sr.

_________________________  __________________________
Chairman, County Commissioners Date
ATTACHMENT H

PERSON COUNTY DEPARTMENT OF SOCIAL SERVICES
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant will provide immediate written notice to the person to whom the proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency of which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge
and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Thomas L. Fitzgerald, Attorney At Law

___________________________  __________________________
Signature                        Date

David B. Newell, Sr.

___________________________  __________________________
Chairman, County Commissioners    Date
This Agreement is made effective the 1st day of July, 2019, by and between Person County Department of Social Services ("Covered Entity") and Thomas L. Fitzgerald, Attorney at Law ("Business Associate") (collectively the "Parties").

1. BACKGROUND

a. Covered Entity and Business Associate are parties to a contract entitled Legal Services Contract (the "Contract"), whereby Business Associate agrees to perform certain services for or on behalf of Covered Entity.

b. Covered Entity is an organizational unit of Person County as the Person County Department of Social Services (DSS) as a health care component for purposes of the HIPAA Privacy Rule.

c. The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is or may be a “business associate” within the meaning of the HIPAA Privacy Rule.

d. The Parties enter into this Business Associate Addendum to the Contract with the intention of complying with the HIPAA Privacy Rule provision that a covered entity may disclose protected health information to a business associate, and may allow a business associate to create or receive protected health information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.

2. DEFINITIONS

Unless some other meaning is clearly indicated by the context, the following terms shall have the following meaning in this Agreement:


b. “Individual” shall have the same meaning as the term “individual” in 45 CFR160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

c. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

d. “Protected Health Information” shall have the same meaning as the term “protected health information” in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

e. “Required By Law” shall have the same meaning as the term “required by law” in 45 CFR 164.103.

f. “Secretary” shall mean the Secretary of the United States Department of Health and Human Services or his designee.
g. Unless otherwise defined in this Agreement, terms used herein shall have the same meaning as those terms have in the Privacy Rule.

3. OBLIGATIONS OF BUSINESS ASSOCIATE

a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.
b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
d. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
e. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
f. Business Associate agrees to provide access, at the request of Covered Entity, to Protected Health Information in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
g. Business Associate agrees, at the request of the Covered Entity, to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526.
h. Unless otherwise prohibited by law, Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, available to the Covered Entity, or to the Person County Department of Social Services, in a time and manner designated by the Secretary, for purposes of determining Covered Entity's compliance with the Privacy Rule.
i. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, and to provide this information to Covered Entity or an Individual to permit such a response.

4. PERMITTED USES AND DISCLOSURES

a. Except as otherwise limited in this Agreement or by other applicable law or agreement, if the Contract permits, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Contract, provided that such use or disclosure:

1) would not violate the Privacy Rule if done by Covered Entity; or
2) would not violate the minimum necessary policies and procedures of the Covered Entity.
b. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Protected Health Information as necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

c. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that:

1) disclosures are Required By Law; or
2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

d. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).

e. Notwithstanding the foregoing provisions, Business Associate may not use or disclose Protected Health Information if the use or disclosure would violate any term of the Contract or other applicable law or agreements.

5. TERM AND TERMINATION

a. Term. This Agreement shall be effective as of the effective date stated above and shall terminate when the Contract terminates.

b. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:

1) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement and services provided by Business Associate, to the extent permissible by law, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
2) Immediately terminate this Agreement and services provided by Business Associate, to the extent permissible by law; or
3) If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy Rule.

c. Effect of Termination.

1) Except as provided in paragraph (2) of this section or in the Contract or by other applicable law or agreements, upon termination of this Agreement and services provided by Business Associate, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
2) In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

6. GENERAL TERMS AND CONDITIONS

a. This Agreement amends and is part of the Contract.
b. Except as provided in this Agreement, all terms and conditions of the Contract shall remain in force and shall apply to this Agreement as if set forth fully herein.
c. In the event of a conflict in terms between this Agreement and the Contract, the interpretation that is in accordance with the Privacy Rule shall prevail. In the event that a conflict then remains, the Contract terms shall prevail so long as they are in accordance with the Privacy Rule.
d. A breach of this Agreement by Business Associate shall be considered sufficient basis for Covered Entity to terminate the Contract for cause.

______________________________
Signature                                      Date

______________________________
Thomas L. Fitzgerald, Attorney At Law

______________________________
Chairman, County Commissioners

______________________________
David B. Newell, Sr.

______________________________
Date
Attachment M

State Certification

Contractor Certifications Required by North Carolina Law

Instructions

The person who signs this document should read the text of the statutes listed below and consult with counsel and other knowledgeable persons before signing.

- The text of Article 2 of Chapter 64 of the North Carolina General Statutes can be found online at: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf

- The text of G.S. 105-164.8(b) can be found online at: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf

- The text of G.S. 143-48.5 (S.L. 2013-418, s. 2.(d)) can be found online at: http://www.ncga.state.nc.us/Sessions/2013/Bills/House/PDF/H786v6.pdf

- The text of G.S. 143-59.1 can be found online at: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf

- The text of G.S. 143-59.2 can be found online at: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf

- The text of G.S. 147-33.95(g) (S.L. 2013-418, s. 2.(e)) can be found online at: http://www.ncga.state.nc.us/Sessions/2013/Bills/House/PDF/H786v6.pdf

Certifications

1. Pursuant to G.S. 143-48.5 and G.S. 147-33.95(g), the undersigned hereby certifies that the Contractor named below, and the Contractor’s subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov

Local government is specifically exempt from Article 2 of Chapter 64 of the North Carolina General Statutes. However, local government is subject to and must comply with North Carolina General Statute §153A-99.1, which states in part as follows:

Counties Must Use E-Verify. - Each county shall register and participate in E-Verify to verify the work authorization of new employees hired to work in the United States.

2. Pursuant to G.S. 143-59.1(b), the undersigned hereby certifies that the Contractor named below is not an “ineligible Contractor” as set forth in G.S. 143-59.1(a) because:

   (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); and

   (b) [check one of the following boxes]
Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a “tax haven country” as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; or

☐ The Contractor or one of its affiliates has incorporated or reincorporated in a “tax haven country” as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 but the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.

(3) Pursuant to G.S. 143-59.2(b), the undersigned hereby certifies that none of the Contractor’s officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.

(4) The undersigned hereby certifies further that:

(a) He or she is a duly authorized representative of the Contractor named below;

(b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and

(c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

Contractor’s Name: Thomas L. Fitzgerald

<table>
<thead>
<tr>
<th>Signature of Contractor’s Authorized Agent</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Printed Name of Contractor’s Authorized Agent</td>
<td>Title</td>
</tr>
<tr>
<td>Thomas L. Fitzgerald</td>
<td>Attorney at Law</td>
</tr>
<tr>
<td>Signature of Witness</td>
<td>Title</td>
</tr>
<tr>
<td>Printed Name of Witness</td>
<td>Date</td>
</tr>
</tbody>
</table>

The witness should be present when the Contractor’s Authorized Agent signs this certification and should sign and date this document immediately thereafter.
Attachment N

Person County Department of Social Services

CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT, CLEAN WATER ACT

Certification Regarding Nondiscrimination

Thomas L. Fitzgerald certifies that he will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

Thomas L. Fitzgerald must comply with Executive Order 11246, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over $10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

Meaningful Access for LEP Individuals: Thomas L. Fitzgerald, to participate in the SNAP must take reasonable steps to ensure that LEP persons have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single language minorities in certain project areas. SNAP Contractors that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in the Food and Nutrition Act of 2008, as amended, Title VI of the Civil Rights Act of 1964 (Title VI) and SNAP program regulations at 7 CFR 272A(b). They also risk noncompliance with the USDA policy guidance titled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", published in 79 FR 70771 - 70784 (November 28, 2014).

Thomas L. Fitzgerald should develop an implementing plan to address the language assistance needs of the LEP population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. LEP needs should be considered in developing budgets and front line staff should understand how to obtain language assistance services. For additional assistance and information regarding LEP matters, please also visit http://www.lep.gov.

Ensuring Equal Opportunity Access for Persons with Disabilities: Thomas L. Fitzgerald must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications
with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations.

DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (TTY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: http://www.ada.gov.

IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)

a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.

b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).

c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]


a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such
conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.

b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.

c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:

(i) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and

(ii) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.

f. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.

g. In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).

Thomas L. Fitzgerald, Attorney At Law

Signature ___________________________ Date ___________________________

(Certification signature should be same as Contract signature.)
## STATEMENT OF TRAVEL EXPENSES

**Name:** Thomas L. Fitzgerald  
**Month of:** 2019

<table>
<thead>
<tr>
<th>Time Left</th>
<th>Time Returned</th>
<th>FROM</th>
<th>TO</th>
<th>NUMBER OF MILES</th>
<th>$AMT. @ $0.545 EA.</th>
<th>Attach Receipt Per Diem</th>
<th>Attach Receipt Hotel Meals</th>
<th>Attach Receipt Other</th>
<th>TOTAL</th>
<th>Client Y or N</th>
<th>Program</th>
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**Per Diem rates for meals:**
- **Breakfast:** $7 - leave before 7:30 a.m.
- **Lunch:** $11 - leave before 1:00 am (day of departure), return after 2:00 pm (day of return)
- **Dinner:** $18 - leave before 5:00 pm (day of departure), return after 7:00 pm (day of return)

**Effective January 1, 2019**

**IRS Meal Reimbursements for Non-Overnight Travel:** Person County will no longer allow expenses for non-overnight meals.

**Current reimbursement rate for mileage is:** 0.58

I HEREBY CERTIFY THAT THE DISTANCES FOR WHICH CHARGE IS MADE IN THIS STATEMENT HAVE BEEN NECESSARILY TRAVELED AND THAT EXPENSES FOR WHICH REIMBURSEMENT IS CLAIMED WERE INCURRED IN THE SERVICE OF THE COUNTY.

**DEPARTMENT HEAD APPROVAL**

**SIGNATURE OF Thomas L. Fitzgerald**

**Effective January 1, 2019**

**Revised January 2, 2019**
This contract is hereby entered into by and between the Person County Department of Social Services (the "County") and Julie A. Ramsey (the "Contractor") (referred to collectively as the “Parties”). The Contractor’s federal tax identification number is 56-199 9585.

**Contract Documents:** This Contract consists of the following documents:

- This contract
- The General Terms and Conditions (Attachment A)
- The Scope of Work, description of services, and rate (Attachment B)
- Federal Certification Regarding Drug-Free Workplace & Certification Regarding Nondiscrimination (Attachment C)
- Conflict of Interest (Attachment D)
- No Overdue Taxes (Attachment E)
- Federal Certification Regarding Lobbying (Attachment G)
- Federal Certification Regarding Debarment (Attachment H)
- HIPAA Business Associate Addendum (Attachment I)
- State Certification (Attachment M)
- Certification Regarding Nondiscrimination, Clean Air Act, Clean Water (Attachment N)

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

**Precedence among Contract Documents:** In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

**Effective Period:** This contract shall be effective on July 1, 2019 and shall terminate on June 30, 2020. This contract must be twelve months or less.

**Contractor’s Duties:** The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.

**County’s Duties:** The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents.

- [x] a. There are no matching requirements from the Contractor.

- [ ] b. The Contractor’s matching requirement is $__________, which shall consist of:
  - [ ] In-kind
  - [ ] Cash
  - [ ] Cash and In-kind
  - [ ] Cash and/or In-kind

The contributions from the Contractor shall be sourced from non-federal funds.

The total contract amount including any Contractor match shall not exceed 1,000 hours collectively for all attorneys under contract. Rate of compensation for Secondary Attorney Julie A. Ramsey is $75 per hour.
Reversion of Funds:
Any unexpended grant funds shall revert to the County Department of Social Services upon termination of this contract.

Reporting Requirements:
Contractor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular- CFR Title 2 Grants and Agreements, Part 200, and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

Payment Provisions:
Payment shall be made in accordance with the Contract Documents as described in the Scope of Work, Attachment B.

Contract Administrators: All notices permitted or required to be given by one Party to the other and all questions about the contract from one Party to the other shall be addressed and delivered to the other Party’s Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties’ respective initial Contract Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

<table>
<thead>
<tr>
<th>For the County:</th>
<th>For the Contractor:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wendy McKinney, Accounting Technician</td>
<td>Julie A. Ramsey, Attorney</td>
</tr>
<tr>
<td>Person County Department of Social Services</td>
<td>P.O. Box 3130</td>
</tr>
<tr>
<td>P.O. Box 770</td>
<td></td>
</tr>
<tr>
<td>355B South Madison Boulevard</td>
<td>22 Court Street, Suite 200</td>
</tr>
<tr>
<td>Roxboro, NC 27573</td>
<td>Roxboro, NC 27573</td>
</tr>
<tr>
<td>(336) 599-8361</td>
<td>(336) 599-5004</td>
</tr>
</tbody>
</table>

Supplementation of Expenditure of Public Funds: The Contractor assures that funds received pursuant to this contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that the Contractor otherwise expends for contract services and related programs. Funds received under this contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Contractor’s total expenditure of other public funds for such services.

Disbursements: As a condition of this contract, the Contractor acknowledges and agrees to make disbursements in accordance with the following requirements:

(a) Implement adequate internal controls over disbursements;
(b) Pre-audit all vouchers presented for payment to determine:
   • Validity and accuracy of payment
   • Payment due date
   • Adequacy of documentation supporting payment
   • Legality of disbursement
(c) Assure adequate control of signature stamps/plates;
(d) Assure adequate control of negotiable instruments; and
(c) Implement procedures to insure that account balance is solvent and reconcile the account monthly.
Outsourcing to Other Countries: The Contractor certifies that it has identified to the County all jobs related to the contract that have been outsourced to other countries, if any. The Contractor further agrees that it will not outsource any such jobs during the term of this contract without providing notice to the County.

Federal Certifications: Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, and Lobbying. These assurances and certifications are to be signed by the contractor’s authorized representative.

Signature Warranty: The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

Signature Warranty:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

The Contractor and the County have executed this contract in duplicate originals, with one original being retained by each party.

Julie A. Ramsey, Attorney At Law

__________________________  _________________________
Signature                           Date

PERSON COUNTY

David B. Newell, Sr.

__________________________  _________________________
Chairman, County Commissioners   Date

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

__________________________  _________________________
Amy Wehrenberg, County Finance Director  Date
ATTACHMENT A

General Terms and Conditions

Relationships of the Parties

Independent Contractor: The Contractor is and shall be deemed to be an independent contractor in the performance of this contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the County.

Subcontracting: The Contractor shall not subcontract any of the work contemplated under this contract without prior written approval from the County. Any approved subcontract shall be subject to all conditions of this contract. Only the subcontractors specified in the contract documents are to be considered approved upon award of the contract. The County shall not be obligated to pay for any work performed by any unapproved subcontractor. The Contractor shall be responsible for the performance of all of its subcontractors.

Assignment: No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the County may: Forward the Contractor's payment check(s) directly to any person or entity designated by the Contractor, or Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s). In no event shall such approval and action obligate the County to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the County and the named Contractor. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the County and Contractor that any such person or entity, other than the County or the Contractor, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Indemnity and Insurance

Indemnification: The Contractor agrees to indemnify and hold harmless the County and any of their officers, agents and employees, from any claims of third parties arising out or any act or omission of the Contractor in connection with the performance of this contract.

Insurance: During the term of the contract, the Contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Contractor shall provide and maintain the following coverage and limits:

Worker's Compensation - The contractor shall provide and maintain Worker’s Compensation Insurance as required by the laws of North Carolina, as well as employer’s liability coverage with minimum limits of $300,000.00, covering all of Contractor’s employees who are engaged in any work under the contract. If any work is sublet, the Contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.

Commercial General Liability - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of $1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)

Automobile Liability Insurance: The Contractor shall provide automobile liability insurance with a combined single limit of $500,000.00 for bodily injury and property damage; a limit of $500,000.00 for uninsured/under insured motorist coverage; and a limit of $2,000.00 for medical payment coverage. The Contractor shall provide this insurance for all automobiles that are:

(a) owned by the Contractor and used in the performance of this contract;
(b) hired by the Contractor and used in the performance of this contract; and
(c) Owned by Contractor’s employees and used in performance of this contract (“non-owned vehicle insurance”).

Non-owned vehicle insurance protects employers when employees use their personal vehicles for work purposes. Non-owned vehicle insurance supplements, but does not replace, the car-owner’s liability insurance.
The Contractor is not required to provide and maintain automobile liability insurance on any vehicle – owned, hired, or non-owned – unless the vehicle is used in the performance of this contract.

(d) The insurance coverage minimums specified in subparagraph (a) are exclusive of defense costs.
(e) The Contractor understands and agrees that the insurance coverage minimums specified in subparagraph (a) are not limits, or caps, on the Contractor’s liability or obligations under this contract.
(f) The Contractor may obtain a waiver of any one or more of the requirements in subparagraph (a) by demonstrating that it has insurance that provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The County shall be the sole judge of whether such a waiver should be granted.
(g) The Contractor may obtain a waiver of any one or more of the requirements in paragraph (a) by demonstrating that it is self-insured and that its self-insurance provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The County shall be the sole judge of whether such a waiver should be granted.
(h) Providing and maintaining the types and amounts of insurance or self-insurance specified in this paragraph is a material obligation of the Contractor and is of the essence of this contract.
(i) The Contractor shall only obtain insurance from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in the State of North Carolina. All such insurance shall meet all laws of the State of North Carolina.
(j) The Contractor shall comply at all times with all lawful terms and conditions of its insurance policies and all lawful requirements of its insurer.
(k) The Contractor shall require its subcontractors to comply with the requirements of this paragraph.
(l) The Contractor shall demonstrate its compliance with the requirements of this paragraph by submitting certificates of insurance to the County before the Contractor begins work under this contract.

Transportation of Clients by Contractor:

The contractor will maintain Insurance requirements if required as noted under Article 7 Rule R2-36 of the North Carolina Utilities Commission.

Default and Termination

Termination without Cause: The County may terminate this contract without cause by giving 30 days written notice to the Contractor.

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor’s breach of this agreement, and the County may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the County may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

Waiver of Default: Waiver by the County of any default or breach in compliance with the terms of this contract by the Provider shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the County and the Contractor and attached to the contract.

Availability of Funds: The parties to this contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the County.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: All deliverable items produced pursuant to this contract are the exclusive property of the County. The Contractor shall not assert a claim of copyright or other property interest in such deliverables.


Compliance with Applicable Laws

Compliance with Laws: The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Title VI, Civil Rights Compliance: In accordance with Federal law and U.S. Department of Agriculture (USDA) and U.S. Department of Health and Human Services (HHS) policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability. Under the Food Stamp Act and USDA policy, discrimination is prohibited also on the basis of religion or political beliefs.

Equal Employment Opportunity: The Contractor shall comply with all federal and State laws relating to equal employment opportunity.

Health Insurance Portability and Accountability Act (HIPAA): The Contractor agrees that, if the County determines that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended (“HIPAA”), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the County may require to ensure compliance.

(a) Data Security: The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.

(b) Duty to Report: The Contractor shall report a suspected or confirmed security breach to the local Department of Social Services/Human Services Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.

(c) Cost Borne by Contractor: If any applicable federal, state, or local law, regulation, or rule requires the Contractor to give written notice of a security breach to affected persons, the Contractor shall bear the cost of the notice.

Trafficking Victims Protection Act of 2000: The Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104).

Executive Order # 24: It is unlawful for any vendor, contractor, subcontractor or supplier of the state to make gifts or to give favors to any state employee. For additional information regarding the specific requirements and exemptions, contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the County. The Contractor acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this contract.
Oversight

Access to Persons and Records: The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the Division. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later. The record retention period for Temporary Assistance for Needy Families (TANF) and MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

Warranties and Certifications

Date and Time Warranty: The Contractor warrants that the product(s) and service(s) furnished pursuant to this contract ("product" includes, without limitation, any piece of equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interfaces therein) that perform any date and/or time data recognition function, calculation, or sequencing will support a four digit year format and will provide accurate date/time data and leap year calculations. This warranty shall survive the termination or expiration of this contract.

Certification Regarding Collection of Taxes: G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors that meet one of the conditions of G.S. 105-164.8(b) and yet refuse to collect use taxes on sales of tangible personal property to purchasers in North Carolina. The conditions include: (a) maintenance of a retail establishment or office; (b) presence of representatives in the State that solicit sales or transact business on behalf of the vendor; and (c) systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. The Contractor certifies that it and all of its affiliates (if any) collect all required taxes.

E-Verify

Pursuant to G.S. 143-48.5 and G.S. 147-33.95(g), the undersigned hereby certifies that the Contractor named below, and the Contractor’s subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system. E-Verify System Link: www.uscis.gov

Miscellaneous

Choice of Law: The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, are governed by the laws of North Carolina. The Contractor, by signing this contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be the county in which the contract originated. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be the county where the contract originated, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the County and the Contractor.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this contract shall remain in full force and effect.
**Headings:** The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

**Time of the Essence:** Time is of the essence in the performance of this contract.

**Key Personnel:** The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the County. The term “key personnel” includes any and all persons identified as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

**Care of Property:** The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this contract and will reimburse the County for loss of, or damage to, such property. At the termination of this contract, the Contractor shall contact the County for instructions as to the disposition of such property and shall comply with these instructions.

**Travel Expenses:** Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates established in County policy.

**Sales/Use Tax Refunds:** If eligible, the Contractor and all subcontractors shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

**Advertising:** The Contractor shall not use the award of this contract as a part of any news release or commercial advertising.
ATTACHMENT B – Scope of Work

NORTH CAROLINA

DUPLICATE ORIGINAL

PERSON COUNTY

LEGAL SERVICES AGREEMENT

THIS Agreement, made and entered into this the 1st day of July, 2019, by and between the PERSON COUNTY DEPARTMENT OF SOCIAL SERVICES, hereinafter referred to as Agency, and Julie A. Ramsey, Attorney at Law, hereinafter referred to as Attorney.

W I T N E S S E T H:

THAT WHEREAS, the Agency has determined that it has need for legal services and consultation beyond those presently being provided by the county attorney;

AND WHEREAS, the Attorney is a member in a reputable law firm with an office in Person County, North Carolina, and has expertise in the field of social services law, rules and regulations, and the Agency is desirous of obtaining such legal services from said Attorney on a continuing basis;

NOW, THEREFORE, it is hereby agreed that the Attorney shall provide legal services to the Agency in the nature of consultations, interpretation of social services laws and regulations and drafting of legal documents when necessary on the following terms and conditions:

1

The Attorney shall make herself available and on call to the Agency on a prompt basis for the purposes herein above described until June 30, 2020. At the end of said period, the arrangement herein described will be analyzed by the parties hereto to determine if same is effective and fair to all parties concerned and revised or terminated accordingly as deemed necessary.

2

The Agency shall pay for such legal services to the Attorney the sum of seventy-five dollars ($75.00) per hour for out of court time and seventy-five dollars ($75.00) per hour for in court time for each hour of legal services performed, same to be due and payable on or before the 10th of each month upon due submission by the Attorney of a statement of work detailing the hours of work performed and the nature of such legal work.
The Attorney will assist the Agency in maintaining records of the legal services provided as same are necessary for the agency in filing its reports and funding statements.

It is understood and agreed that the legal services provided pursuant to this contract will be in addition to those provided by the county attorney and not in substitution nor duplication of such services by the county attorney.

It is specifically agreed that Attorney is an independent contractor and shall perform the legal services herein provided according to her own judgment and method and shall not be subject to control of the Agency except as to the result of her work.

The Attorney shall not under any circumstance be considered an employee of the Agency. The Agency shall not withhold federal or state taxes from sums paid to the Attorney pursuant to this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement in duplicate originals, one of which is retained by each of the parties hereto, on the day and year first above written.

Julie A. Ramsey, Attorney At Law

Signature

Date

David B. Newell, Sr.

Chairman, County Commissioners

Date
ATTACHMENT C

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS AND CERTIFICATION REGARDING NONDISCRIMINATION

Person County Department of Social Services

I. By execution of this Agreement the Contractor certifies that it will provide a drug-free workplace by:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor’s workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing a drug-free awareness program to inform employees about:
   (1) The dangers of drug abuse in the workplace;
   (2) The Contractor’s policy of maintaining a drug-free workplace;
   (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
   (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

C. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (A);

D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the agreement, the employee will:
   (1) Abide by the terms of the statement; and
   (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

E. Notifying the County within ten days after receiving notice under subparagraph (D)(2) from an employee or otherwise receiving actual notice of such conviction;

F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (D)(2), with respect to any employee who is so convicted:
   (1) Taking appropriate personnel action against such an employee, up to and including termination; or
   (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).
The site(s) for the performance of work done in connection with the specific agreement are listed below:

22 Court Street, Suite 200, Roxboro, NC 27573

Contractor will inform the County of any additional sites for performance of work under this agreement.

False certification or violation of the certification shall be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment

45 C.F.R. Section 82.510. Section 4 CFR Part 85, Section 85.615 and 86.620.

Certification Regarding Nondiscrimination

The Vendor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

Julie A. Ramsey, Attorney At Law

_____________________________             ____________________________
Signature                      Date

David B. Newell, Sr.

_____________________________             ____________________________
Chairman, County Commissioners  Date
ATTACHMENT D:

CONFLICT OF INTEREST

The Board of Directors/Trustees or other governing persons, officers, employees or agents are to avoid any conflict of interest, even the appearance of a conflict of interest. The Organization's Board of Directors/Trustees or other governing body, officers, staff and agents are obligated to always act in the best interest of the organization. This obligation requires that any Board member or other governing person, officer, employee or agent, in the performance of Organization duties, seek only the furtherance of the Organization mission. At all times, Board members or other governing persons, officers, employees or agents, are prohibited from using their job title, the Organization's name or property, for private profit or benefit.

A. The Board members or other governing persons, officers, employees, or agents of the Organization should neither solicit nor accept gratuities, favors, or anything of monetary value from current or potential contractors/vendors, persons receiving benefits from the Organization or persons who may benefit from the actions of any Board member or other governing person, officer, employee or agent. This is not intended to preclude bona-fide Organization fund raising-activities.

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

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

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

D. Duty to Disclosure -- Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to the Board or other governing body or one’s supervisor immediately.

E. Board Action -- When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists. In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of and vote of the Board of Directors/Trustees or other governing body.

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

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

1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing board’s or committee’s decision as to whether a conflict of interest in fact existed.

2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

NOTARIZED CONFLICT OF INTEREST POLICY

Julie A. Ramsey, Attorney At Law

_________________________________           ________________
Signature        Date

NORTH CAROLINA
PERSON COUNTY

I, __________________________, a Notary Public of said County and State do hereby certify that Julie A. Ramsey, Attorney at Law, personally appeared before me this date and acknowledged the due execution of the foregoing agreement for the purposes therein expressed and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held on the __________ day of __________, _________.

Sworn to and subscribed before me this __________ day of ______________________, 2019.

___________________________
Notary Public

My Commission expires: __________________
ATTACHMENT E – OVERDUE TAXES

JULIE A. RAMSEY
--------------------------------------ATTORNEY AT LAW------------------------------------
22 Court Street, Suite 200            336-599-5004 – Telephone
P.O. Box 3130                        336-599-5007 – Fax
Roxboro, NC 27573              julie.ramsey@esinc.net

__________, 2019

To: Person County Department of Social Services

Certification:

I, Julie A. Ramsey, certify that I do not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. I further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S.) 143C-10-1b.

Sworn Statement:

I, Julie A. Ramsey, being duly sworn, say that the foregoing certification is true, accurate and complete to the best of my knowledge and was made and subscribed by me. I also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

Julie A. Ramsey, Attorney At Law

____________________________            _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _
Signature        Date

NORTH CAROLINA
PERSON COUNTY

Sworn to and subscribed before me this _________ day of ______________________, 2019.

___________________________
Notary Public

My Commission expires: __________________

1 G.S. 105-243.1 defines: Overdue tax debt. – Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement.”
ATTACHMENT G

Person County Department of Social Services

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal, state or local government agency, a Member of Congress, a Member of the General Assembly, an officer or employee of Congress, an officer or employee of the General Assembly, an employee of a Member of Congress, or an employee of a Member of the General Assembly in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Notwithstanding other provisions of federal OMB Circulars-CFR Title 2, Grants and Agreements, Part 200, costs associated with the following activities are unallowable:

Paragraph A.

(1) Attempts to influence the outcomes of any Federal, State, or local election, referendum, initiative, or similar procedure, through in kind or cash contributions, endorsements, publicity, or similar activity;

(2) Establishing, administering, contributing to, or paying the expenses of a political party, campaign, political action committee, or other organization established for the purpose of influencing the outcomes of elections;

(3) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation through communication with any member or employee of the Congress or State legislature (including efforts to influence State or local officials to engage in similar lobbying activity), or with any Government official or employee in connection with a decision to sign or veto enrolled legislation;

(4) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation by preparing, distributing or using publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or
participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign; or
(5) Legislative liaison activities, including attendance at legislative sessions or committee hearings, gathering information regarding legislation, and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in unallowable lobbying.

The following activities as enumerated in Paragraph B are excepted from the coverage of Paragraph A:

**Paragraph B.**

(1) Providing a technical and factual presentation of information on a topic directly related to the performance of a grant, contract or other agreement through hearing testimony, statements or letters to the Congress or a State legislature, or subdivision, member, or cognizant staff member thereof, in response to a documented request (including a Congressional Record notice requesting testimony or statements for the record at a regularly scheduled hearing) made by the recipient member, legislative body or subdivision, or a cognizant staff member thereof; provided such information is readily obtainable and can be readily put in deliverable form; and further provided that costs under this section for travel, lodging or meals are unallowable unless incurred to offer testimony at a regularly scheduled Congressional hearing pursuant to a written request for such presentation made by the Chairman or Ranking Minority Member of the Committee or Subcommittee conducting such hearing.

(2) Any lobbying made unallowable by subparagraph A (3) to influence State legislation in order to directly reduce the cost, or to avoid material impairment of the organization's authority to perform the grant, contract, or other agreement.

(3) Any activity specifically authorized by statute to be undertaken with funds from the grant, contract, or other agreement.

**Paragraph C.**

(1) When an organization seeks reimbursement for indirect costs, total lobbying costs shall be separately identified in the indirect cost rate proposal, and thereafter treated as other unallowable activity costs in accordance with the procedures of subparagraph B.(3).

(2) Organizations shall submit, as part of the annual indirect cost rate proposal, a certification that the requirements and standards of this paragraph have been complied with.

(3) Organizations shall maintain adequate records to demonstrate that the determination of costs as being allowable or unallowable pursuant to this section complies with the requirements of this Circular.

(4) Time logs, calendars, or similar records shall not be required to be created for purposes of complying with this paragraph during any particular calendar month when: (1) the employee engages in lobbying (as defined in subparagraphs (a) and (b)) 25 percent or less of the employee's compensated hours of employment during that calendar month, and (2) within the preceding five-year period, the organization has not materially misstated allowable or unallowable costs of any nature, including legislative lobbying costs. When conditions (1) and (2) are met, organizations are not required to establish records to support the allowability of claimed costs in addition to records already required or maintained. Also, when conditions (1) and (2) are met, the absence of time logs, calendars, or similar records will not serve as a basis for disallowing costs by contesting estimates of lobbying time spent by employees during a calendar month.

(5) Agencies shall establish procedures for resolving in advance, in consultation with OMB, any significant questions or disagreements concerning the interpretation or application of this section. Any such advance resolution shall be binding in any subsequent settlements, audits or investigations with respect to that grant or contract for purposes of interpretation of this Circular; provided, however, that this shall not be construed to prevent a contractor or grantee from contesting the lawfulness of such a determination.

**Paragraph D.**

Executive lobbying costs. Costs incurred in attempting to improperly influence either directly or indirectly, an employee or officer of the Executive Branch of the Federal Government to give consideration or to act regarding a sponsored agreement or a regulatory matter are unallowable. Improper influence means any influence that induces or tends to induce a Federal employee or officer to give consideration or to act regarding a federally sponsored agreement or regulatory matter on any basis other than the merits of the matter.
Julie A. Ramsey, Attorney At Law

_________________________          __________________________
Signature                    Date

David B. Newell, Sr.

_________________________          __________________________
Chairman, County Commissioners  Date
ATTACHMENT H

PERSON COUNTY DEPARTMENT OF SOCIAL SERVICES
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant will provide immediate written notice to the person to whom the proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency of which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge
and information of a participant is not required to exceed that which is normally possessed by a
prudent person in the ordinary course of business dealings.

9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a
covered transaction knowingly enters into a lower tier covered transaction with a person who is
suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in
addition to other remedies available to the Federal Government, the department or agency with
which this transaction originated may pursue available remedies, including suspension, and/or
debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower
Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it
nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or
voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this
certification, such prospective participant shall attach an explanation to this proposal.

Julie A. Ramsey, Attorney At Law

_________________________________________  _________________________________
             Signature                           Date

David B. Newell, Sr.

_________________________________________  _________________________________
   Chairman, County Commissioners            Date
ATTACHMENT 1

PERSON COUNTY
DEPARTMENT OF SOCIAL SERVICES
BUSINESS ASSOCIATE ADDENDUM

This Agreement is made effective the 1st day of July, 2019, by and between Person County Department of Social Services (“Covered Entity”) and Julie A. Ramsey, Attorney at Law (“Business Associate”) (collectively the “Parties”).

1. BACKGROUND

a. Covered Entity and Business Associate are parties to a contract entitled Legal Services Contract (the “Contract”), whereby Business Associate agrees to perform certain services for or on behalf of Covered Entity.
b. Covered Entity is an organizational unit of Person County as the Person County Department of Social Services (DSS) as a health care component for purposes of the HIPAA Privacy Rule.
c. The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is or may be a “business associate” within the meaning of the HIPAA Privacy Rule.
d. The Parties enter into this Business Associate Addendum to the Contract with the intention of complying with the HIPAA Privacy Rule provision that a covered entity may disclose protected health information to a business associate, and may allow a business associate to create or receive protected health information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.

2. DEFINITIONS

Unless some other meaning is clearly indicated by the context, the following terms shall have the following meaning in this Agreement:

b. “Individual” shall have the same meaning as the term “individual” in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
c. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
d. “Protected Health Information” shall have the same meaning as the term “protected health information” in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
e. “Required By Law” shall have the same meaning as the term “required by law” in 45 CFR 164.103.
f. “Secretary” shall mean the Secretary of the United States Department of Health and Human Services or his designee.
g. Unless otherwise defined in this Agreement, terms used herein shall have the same meaning as those terms have in the Privacy Rule.

3. OBLIGATIONS OF BUSINESS ASSOCIATE

a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.
b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
d. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
e. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
f. Business Associate agrees to provide access, at the request of Covered Entity, to Protected Health Information in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
g. Business Associate agrees, at the request of the Covered Entity, to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526.
h. Unless otherwise prohibited by law, Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, available to the Covered Entity, or to the Person County Department of Social Services, in a time and manner designated by the Secretary, for purposes of determining Covered Entity's compliance with the Privacy Rule.
i. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, and to provide this information to Covered Entity or an Individual to permit such a response.

4. PERMITTED USES AND DISCLOSURES

a. Except as otherwise limited in this Agreement or by other applicable law or agreement, if the Contract permits, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Contract, provided that such use or disclosure:

1) would not violate the Privacy Rule if done by Covered Entity; or
2) would not violate the minimum necessary policies and procedures of the Covered Entity.
b. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Protected Health Information as necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

c. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that:

1) disclosures are Required By Law; or
2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

d. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).

e. Notwithstanding the foregoing provisions, Business Associate may not use or disclose Protected Health Information if the use or disclosure would violate any term of the Contract or other applicable law or agreements.

5. TERM AND TERMINATION

a. Term. This Agreement shall be effective as of the effective date stated above and shall terminate when the Contract terminates.

b. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:

1) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement and services provided by Business Associate, to the extent permissible by law, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
2) Immediately terminate this Agreement and services provided by Business Associate, to the extent permissible by law; or
3) If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy Rule.

c. Effect of Termination.

1) Except as provided in paragraph (2) of this section or in the Contract or by other applicable law or agreements, upon termination of this Agreement and services provided by Business Associate, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
2) In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

6. GENERAL TERMS AND CONDITIONS

a. This Agreement amends and is part of the Contract.

b. Except as provided in this Agreement, all terms and conditions of the Contract shall remain in force and shall apply to this Agreement as if set forth fully herein.

c. In the event of a conflict in terms between this Agreement and the Contract, the interpretation that is in accordance with the Privacy Rule shall prevail. In the event that a conflict then remains, the Contract terms shall prevail so long as they are in accordance with the Privacy Rule.

d. A breach of this Agreement by Business Associate shall be considered sufficient basis for Covered Entity to terminate the Contract for cause.

Julie A. Ramsey, Attorney At Law

_________________________________________  Date
Signature

_________________________________________  Date
Chairman, County Commissioners

David B. Newell, Sr.
State Certification

Contractor Certifications Required by North Carolina Law

Instructions

The person who signs this document should read the text of the statutes listed below and consult with counsel and other knowledgeable persons before signing.

- The text of Article 2 of Chapter 64 of the North Carolina General Statutes can be found online at: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf
- The text of G.S. 105-164.8(b) can be found online at: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf
- The text of G.S. 143-48.5 (S.L. 2013-418, s. 2.(d)) can be found online at: http://www.ncga.state.nc.us/Sessions/2013/Bills/House/PDF/H786v6.pdf
- The text of G.S. 143-59.1 can be found online at: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf
- The text of G.S. 143-59.2 can be found online at: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf
- The text of G.S. 147-33.95(g) (S.L. 2013-418, s. 2.(e)) can be found online at: http://www.ncga.state.nc.us/Sessions/2013/Bills/House/PDF/H786v6.pdf

Certifications

1. Pursuant to G.S. 143-48.5 and G.S. 147-33.95(g), the undersigned hereby certifies that the Contractor named below, and the Contractor’s subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system. E-Verify System Link: www.uscis.gov

Local government is specifically exempt from Article 2 of Chapter 64 of the North Carolina General Statutes. However, local government is subject to and must comply with North Carolina General Statute §153A-99.1., which states in part as follows:

Counts Must Use E-Verify. - Each county shall register and participate in E-Verify to verify the work authorization of new employees hired to work in the United States.

2. Pursuant to G.S. 143-59.1(b), the undersigned hereby certifies that the Contractor named below is not an “ineligible Contractor” as set forth in G.S. 143-59.1(a) because:

(a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); and

(b) [check one of the following boxes]
Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a “tax haven country” as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; or

The Contractor or one of its affiliates has incorporated or reincorporated in a “tax haven country” as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 but the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.

(3) Pursuant to G.S. 143-59.2(b), the undersigned hereby certifies that none of the Contractor’s officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.

(4) The undersigned hereby certifies further that:

(a) He or she is a duly authorized representative of the Contractor named below;

(b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and

(c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

Contractor’s Name: Julie A. Ramsey

Signature of Contractor’s Authorized Agent

Date

Printed Name of Contractor’s Authorized Agent

Julie A. Ramsey

Title

Attorney at Law

Signature of Witness

Title

Printed Name of Witness

Date

The witness should be present when the Contractor’s Authorized Agent signs this certification and should sign and date this document immediately thereafter.
CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT, CLEAN WATER ACT

Certification Regarding Nondiscrimination

Julie A. Ramsey certifies that she will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

Julie A. Ramsey must comply with Executive Order 11246, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over $10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

Meaningful Access for LEP Individuals: Julie A. Ramsey, to participate in the SNAP must take reasonable steps to ensure that LEP persons have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single language minorities in certain project areas. SNAP Contractors that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in the Food and Nutrition Act of 2008, as amended, Title VI of the Civil Rights Act of 1964 (Title VI) and SNAP program regulations at 7 CFR 272A(b). They also risk noncompliance with the USDA policy guidance titled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", published in 79 FR 70771 - 70784 (November 28, 2014).

Julie A. Ramsey should develop an implementing plan to address the language assistance needs of the LEP population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. LEP needs should be considered in developing budgets and front line staff should understand how to obtain language assistance services. For additional assistance and information regarding LEP matters, please also visit http://www.lep.gov.

Ensuring Equal Opportunity Access for Persons with Disabilities: Julie A. Ramsey must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with
applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations.

DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (TTY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: http://www.ada.gov.

IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)

a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.

b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).

c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]


a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such
conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.

b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.

c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation’s water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:

(i) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and

(ii) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.

f. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.

g. In paragraph (1), the term “commercial item” has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).
Contract # 1013 Fiscal Year Begins July 1, 2019 Ends June 30, 2020

This contract is hereby entered into by and between the Person County Department of Social Services (the "County") and Julie A. Ramsey (the "Contractor") (referred to collectively as the “Parties”). The Contractor's federal tax identification number is 56-199 9585.

Contract Documents: This Contract consists of the following documents:

This contract
The General Terms and Conditions (Attachment A)
The Scope of Work, description of services, and rate (Attachment B)
Federal Certification Regarding Drug-Free Workplace & Certification Regarding Nondiscrimination (Attachment C)
Conflict of Interest (Attachment D)
No Overdue Taxes (Attachment E)
Federal Certification Regarding Lobbying (Attachment G)
Federal Certification Regarding Debarment (Attachment H)
HIPAA Business Associate Addendum (Attachment I)
State Certification (Attachment M)
Certification Regarding Nondiscrimination, Clean Air Act, Clean Water (Attachment N)

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

Precedence among Contract Documents: In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

Effective Period: This contract shall be effective on July 1, 2019 and shall terminate on June 30, 2020. This contract must be twelve months or less.

Contractor’s Duties: The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.

County’s Duties: The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents.

[ x ] a. There are no matching requirements from the Contractor.

[ ] b. The Contractor’s matching requirement is $__________, which shall consist of:
   [ ] In-kind   [ ] Cash   [ ] Cash and In-kind   [ ] Cash and/or In-kind

The contributions from the Contractor shall be sourced from non-federal funds.
The total contract amount including any Contractor match shall not exceed 1,000 hours collectively for all attorneys under contract. Rate of compensation for Secondary Attorney Julie A. Ramsey is $75 per hour.
Reversion of Funds:
Any unexpended grant funds shall revert to the County Department of Social Services upon termination of this contract.

Reporting Requirements:
Contractor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular- CFR Title 2 Grants and Agreements, Part 200, and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

Payment Provisions:
Payment shall be made in accordance with the Contract Documents as described in the Scope of Work, Attachment B.

Contract Administrators: All notices permitted or required to be given by one Party to the other and all questions about the contract from one Party to the other shall be addressed and delivered to the other Party’s Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties’ respective initial Contract Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

<table>
<thead>
<tr>
<th>For the County:</th>
<th>For the Contractor:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wendy McKinney, Accounting Technician</td>
<td>Julie A. Ramsey, Attorney</td>
</tr>
<tr>
<td>Person County Department of Social Services</td>
<td>P.O. Box 3130</td>
</tr>
<tr>
<td>P.O. Box 770</td>
<td></td>
</tr>
<tr>
<td>355B South Madison Boulevard</td>
<td>22 Court Street, Suite 200</td>
</tr>
<tr>
<td>Roxboro, NC 27573</td>
<td>Roxboro, NC 27573</td>
</tr>
<tr>
<td>(336) 599-8361</td>
<td>(336) 599-5004</td>
</tr>
</tbody>
</table>

Supplementation of Expenditure of Public Funds: The Contractor assures that funds received pursuant to this contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that the Contractor otherwise expends for contract services and related programs. Funds received under this contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Contractor’s total expenditure of other public funds for such services.

Disbursements: As a condition of this contract, the Contractor acknowledges and agrees to make disbursements in accordance with the following requirements:

(a) Implement adequate internal controls over disbursements;
(b) Pre-audit all vouchers presented for payment to determine:
   • Validity and accuracy of payment
   • Payment due date
   • Adequacy of documentation supporting payment
   • Legality of disbursement
(c) Assure adequate control of signature stamps/plates;
(d) Assure adequate control of negotiable instruments; and
(c) Implement procedures to insure that account balance is solvent and reconcile the account monthly.
**Outsourcing to Other Countries:** The Contractor certifies that it has identified to the County all jobs related to the contract that have been outsourced to other countries, if any. The Contractor further agrees that it will not outsource any such jobs during the term of this contract without providing notice to the County.

**Federal Certifications:** Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, and Lobbying. These assurances and certifications are to be signed by the contractor’s authorized representative.

**Signature Warranty:** The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

   **Signature Warranty:**

   The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

   The Contractor and the County have executed this contract in duplicate originals, with one original being retained by each party.

   **Julie A. Ramsey, Attorney At Law**

   Signature  
   Date

   PERSON COUNTY

   **David B. Newell, Sr.**

   Chairman, County Commissioners  
   Date

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

   **Amy Wehrenberg, County Finance Director**  
   Date
ATTACHMENT A

General Terms and Conditions

Relationships of the Parties

Independent Contractor:  The Contractor is and shall be deemed to be an independent contractor in the performance of this contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the County.

Subcontracting:  The Contractor shall not subcontract any of the work contemplated under this contract without prior written approval from the County. Any approved subcontract shall be subject to all conditions of this contract. Only the subcontractors specified in the contract documents are to be considered approved upon award of the contract. The County shall not be obligated to pay for any work performed by any unapproved subcontractor. The Contractor shall be responsible for the performance of all of its subcontractors.

Assignment:  No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the County may: Forward the Contractor's payment check(s) directly to any person or entity designated by the Contractor, or Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s). In no event shall such approval and action obligate the County to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

Beneficiaries:  Except as herein specifically provided otherwise, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the County and the named Contractor. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the County and Contractor that any such person or entity, other than the County or the Contractor, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Indemnity and Insurance

Indemnification:  The Contractor agrees to indemnify and hold harmless the County and any of their officers, agents and employees, from any claims of third parties arising out or any act or omission of the Contractor in connection with the performance of this contract.

Insurance:  During the term of the contract, the Contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Contractor shall provide and maintain the following coverage and limits:

**Worker's Compensation** - The contractor shall provide and maintain Worker’s Compensation Insurance as required by the laws of North Carolina, as well as employer’s liability coverage with minimum limits of $300,000.00, covering all of Contractor’s employees who are engaged in any work under the contract. If any work is sublet, the Contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.

**Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of $1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)

**Automobile Liability Insurance** - The Contractor shall provide automobile liability insurance with a combined single limit of $500,000.00 for bodily injury and property damage; a limit of $500,000.00 for uninsured/under insured motorist coverage; and a limit of $2,000.00 for medical payment coverage. The Contractor shall provide this insurance for all automobiles that are:

- (a) owned by the Contractor and used in the performance of this contract;
- (b) hired by the Contractor and used in the performance of this contract; and
- (c) Owned by Contractor’s employees and used in performance of this contract (“non-owned vehicle insurance”).

Non-owned vehicle insurance protects employers when employees use their personal vehicles for work purposes. Non-owned vehicle insurance supplements, but does not replace, the car-owner’s liability insurance.
The Contractor is not required to provide and maintain automobile liability insurance on any vehicle – owned, hired, or non-owned – unless the vehicle is used in the performance of this contract.

(d) The insurance coverage minimums specified in subparagraph (a) are exclusive of defense costs.

(e) The Contractor understands and agrees that the insurance coverage minimums specified in subparagraph (a) are not limits, or caps, on the Contractor’s liability or obligations under this contract.

(f) The Contractor may obtain a waiver of any one or more of the requirements in subparagraph (a) by demonstrating that it has insurance that provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The County shall be the sole judge of whether such a waiver should be granted.

(g) The Contractor may obtain a waiver of any one or more of the requirements in paragraph (a) by demonstrating that it is self-insured and that its self-insurance provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The County shall be the sole judge of whether such a waiver should be granted.

(h) Providing and maintaining the types and amounts of insurance or self-insurance specified in this paragraph is a material obligation of the Contractor and is of the essence of this contract.

(i) The Contractor shall require its subcontractors to comply with the requirements of this paragraph.

(j) The Contractor shall demonstrate its compliance with the requirements of this paragraph by submitting certificates of insurance to the County before the Contractor begins work under this contract.

Transportation of Clients by Contractor:
The contractor will maintain Insurance requirements if required as noted under Article 7 Rule R2-36 of the North Carolina Utilities Commission.

Default and Termination

Termination without Cause: The County may terminate this contract without cause by giving 30 days written notice to the Contractor.

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor’s breach of this agreement, and the County may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the County may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

Waiver of Default: Waiver by the County of any default or breach in compliance with the terms of this contract by the Provider shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the County and the Contractor and attached to the contract.

Availability of Funds: The parties to this contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the County.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: All deliverable items produced pursuant to this contract are the exclusive property of the County. The Contractor shall not assert a claim of copyright or other property interest in such deliverables.


Compliance with Applicable Laws

Compliance with Laws: The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Title VI, Civil Rights Compliance: In accordance with Federal law and U.S. Department of Agriculture (USDA) and U.S. Department of Health and Human Services (HHS) policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability. Under the Food Stamp Act and USDA policy, discrimination is prohibited also on the basis of religion or political beliefs.

Equal Employment Opportunity: The Contractor shall comply with all federal and State laws relating to equal employment opportunity.

Health Insurance Portability and Accountability Act (HIPAA): The Contractor agrees that, if the County determines that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended (“HIPAA”), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the County may require to ensure compliance.

(a) Data Security: The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.

(b) Duty to Report: The Contractor shall report a suspected or confirmed security breach to the local Department of Social Services/Human Services Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.

(c) Cost Borne by Contractor: If any applicable federal, state, or local law, regulation, or rule requires the Contractor to give written notice of a security breach to affected persons, the Contractor shall bear the cost of the notice.

Trafficking Victims Protection Act of 2000: The Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104).

Executive Order # 24: It is unlawful for any vendor, contractor, subcontractor or supplier of the state to make gifts or to give favors to any state employee. For additional information regarding the specific requirements and exemptions, contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the County. The Contractor acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this contract.
Oversight

Access to Persons and Records: The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the Division. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later. The record retention period for Temporary Assistance for Needy Families (TANF) and MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

Warranties and Certifications

Date and Time Warranty: The Contractor warrants that the product(s) and service(s) furnished pursuant to this contract ("product" includes, without limitation, any piece of equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interfaces therein) that perform any date and/or time data recognition function, calculation, or sequencing will support a four digit year format and will provide accurate date/time data and leap year calculations. This warranty shall survive the termination or expiration of this contract.

Certification Regarding Collection of Taxes: G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors that meet one of the conditions of G.S. 105-164.8(b) and yet refuse to collect use taxes on sales of tangible personal property to purchasers in North Carolina. The conditions include: (a) maintenance of a retail establishment or office; (b) presence of representatives in the State that solicit sales or transact business on behalf of the vendor; and (c) systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. The Contractor certifies that it and all of its affiliates (if any) collect all required taxes.

E-Verify

Pursuant to G.S. 143-48.5 and G.S. 147-33.95(g), the undersigned hereby certifies that the Contractor named below, and the Contractor’s subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system. E-Verify System Link: www.uscis.gov

Miscellaneous

Choice of Law: The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, are governed by the laws of North Carolina. The Contractor, by signing this contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be the county in which the contract originated. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be the county where the contract originated, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the County and the Contractor.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this contract shall remain in full force and effect.
Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of this contract.

Key Personnel: The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the County. The term “key personnel” includes any and all persons identified as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

Care of Property: The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this contract and will reimburse the County for loss of, or damage to, such property. At the termination of this contract, the Contractor shall contact the County for instructions as to the disposition of such property and shall comply with these instructions.

Travel Expenses: Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates established in County policy.

Sales/Use Tax Refunds: If eligible, the Contractor and all subcontractors shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Contractor shall not use the award of this contract as a part of any news release or commercial advertising.
STATE OF NORTH CAROLINA )
) )
) )
COUNTY OF [Person] )

ATTACHMENT B – Scope of Work Federal Tax Id. 56-199 9585

THIS CONTRACT made and entered into this the 1st day of July, 2019, by and between the Person County Commissioners, party of the first part, and Julie A. Ramsey, Attorney, party of the second part;

W I T N E S S E T H :

The parties hereby agree that the party of the second part shall provide legal services to the party of the first part pursuant to the following mutual covenants:

1. This Contract shall begin July 1, 2019, and unless sooner terminated by 30 days’ notice of either party shall exist and continue through June 30, 2020.

2. Said party of the second part, upon reasonable notice, is to be available for consultation, legal advice and for representation as requested by the Child Support Enforcement Agency on all legal matters arising from the duties of the party of the first part under Sections 128 through 140 of Chapter 110 of the North Carolina General Statutes and Title 42 of the United States Code, Sections 651 through 660 and the federal regulations lawfully promulgated pursuant thereto.

3. Said party of the second part, agrees to comply with all the requirements of Sections 128 through 140 of Chapter 110 of the North Carolina General Statutes, Title 42 of the United States Code, Sections 651 through 660, and the regulations promulgated pursuant thereto relating to the performance of program legal services including, but not limited to, maintaining such records as are required by the party of the first part, to make said records available for federal or state audit if required, and to make financial, statistical, and program progress reports as are required.

4. For her services under this contract, the party of the first part agrees to pay the party of the second part seventy-five dollars ($75.00) per hour for out of court time and seventy-five dollars ($75.00) per hour for in court time for each hour spent by the party of the second part providing legal services under the Child Support Enforcement Program. Such hourly rate shall encompass all expenses, including, but not limited to, those for salary, supplies, office space, heating and maintenance for office space, telephone service, long-distance telephone calls, and travel. The party of the second part is not to be reimbursed for any extraordinary expense incident to performing the services included under this agreement; except, that the party of the first part agrees to pay all court costs and filing fees which are required to be paid in conjunction with services provided by the attorney under this agreement.
5. It is specifically agreed that the party of the second part is an independent contractor and the party of the second part shall perform the services herein provided according to his own judgment and method and shall not be subject to the control of the party of the first part except as to the result of his work.

6. The party of the second part shall not under any circumstance be considered an employee of the party of the first part. The party of the first part shall not withhold federal or state taxes from sums to be paid to the party of the second part pursuant to this agreement.

IN TESTIMONY WHEREOF, said parties have executed this contract in triplicate originals, one of which is to be retained by the party of the first part, one of which is to be retained by the parties of the second part, and one of which is to be filed with Child Support Enforcement Section, Division of Social Services of the Department of Human Resources, Raleigh, North Carolina.

Julie A. Ramsey, Attorney At Law

__________________________  __________________________
Signature                      Date

David B. Newell, Sr.

__________________________  __________________________
Chairman, County Commissioners  Date
ATTACHMENT C

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
AND CERTIFICATION REGARDING NONDISCRIMINATION

Person County Department of Social Services

I. By execution of this Agreement the Contractor certifies that it will provide a drug-free workplace by:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor’s workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing a drug-free awareness program to inform employees about:

   (1) The dangers of drug abuse in the workplace;

   (2) The Contractor’s policy of maintaining a drug-free workplace;

   (3) Any available drug counseling, rehabilitation, and employee assistance programs; and

   (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

C. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (A);

D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the agreement, the employee will:

   (1) Abide by the terms of the statement; and

   (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

E. Notifying the County within ten days after receiving notice under subparagraph (D)(2) from an employee or otherwise receiving actual notice of such conviction;

F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (D)(2), with respect to any employee who is so convicted:

   (1) Taking appropriate personnel action against such an employee, up to and including termination; or

   (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).
The site(s) for the performance of work done in connection with the specific agreement are listed below:

22 Court Street, Suite 200, Roxboro, NC 27573

Contractor will inform the County of any additional sites for performance of work under this agreement.

False certification or violation of the certification shall be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment.

**45 C.F.R. Section 82.510. Section 4 CFR Part 85, Section 85.615 and 86.620.**

**Certification Regarding Nondiscrimination**

The **Vendor certifies** that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to non-discrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to non-discrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

Julie A. Ramsey, Attorney At Law

________________________________________  _________________________
Signature                                      Date

David B. Newell, Sr.

________________________________________  _________________________
Chairman, County Commissioners                Date
The Board of Directors/Trustees or other governing persons, officers, employees or agents are to avoid any conflict of interest, even the appearance of a conflict of interest. The Organization's Board of Directors/Trustees or other governing body, officers, staff and agents are obligated to always act in the best interest of the organization. This obligation requires that any Board member or other governing person, officer, employee or agent, in the performance of Organization duties, seek only the furtherance of the Organization mission. At all times, Board members or other governing persons, officers, employees or agents, are prohibited from using their job title, the Organization's name or property, for private profit or benefit.

A. The Board members or other governing persons, officers, employees, or agents of the Organization should neither solicit nor accept gratuities, favors, or anything of monetary value from current or potential contractors/vendors, persons receiving benefits from the Organization or persons who may benefit from the actions of any Board member or other governing person, officer, employee or agent. This is not intended to preclude bona-fide Organization fund raising-activities.

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

C. No Board member or other governing person, officer, employee, or agent of the Organization shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his knowledge, any of the following has a financial interest in that purchase or contract:
   1. The Board member or other governing person, officer, employee, or agent;
   2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
   3. An organization in which any of the above is an officer, director, or employee;
   4. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.

D. Duty to Disclosure -- Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to the Board or other governing body or one’s supervisor immediately.

E. Board Action -- When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists. In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of and vote of the Board of Directors/Trustees or other governing body.

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

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

1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing board’s or committee’s decision as to whether a conflict of interest in fact existed.

2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

NOTARIZED CONFLICT OF INTEREST POLICY

Julie A. Ramsey, Attorney At Law

_________________________________           __________________________
Signature        Date

NORTH CAROLINA
PERSON COUNTY

I, __________________________, a Notary Public of said County and State do hereby certify that Julie A. Ramsey, Attorney at Law, personally appeared before me this date and acknowledged the due execution of the foregoing agreement for the purposes therein expressed and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held on the __________ day of __________, 2019.

Sworn to and subscribed before me this _________ day of ______________________, 2019.

___________________________
Notary Public

My Commission expires: __________________
ATTACHMENT E – OVERDUE TAXES

JULIE A. RAMSEY

--------------------------------------ATTORNEY AT LAW------------------------------------
22 Court Street, Suite 200            336-599-5004 – Telephone
P.O. Box 3130            336-599-5007 – Fax
Roxboro, NC 27573

____________________________            _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _
Signature        Date

______________, 2019

To:  Person County Department of Social Services

Certification:

I, Julie A. Ramsey, certify that I do not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. I further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S.) 143C-10-1b.

Sworn Statement:

I, Julie A. Ramsey, being duly sworn, say that the foregoing certification is true, accurate and complete to the best of my knowledge and was made and subscribed by me. I also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

Julie A. Ramsey, Attorney At Law

NORTH CAROLINA
PERSON COUNTY

Sworn to and subscribed before me this _________ day of ______________________, 2019.

___________________________
Notary Public

My Commission expires: __________________

1 G.S. 105-243.1 defines: Overdue tax debt. – Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement.”
ATTACHMENT G

Person County Department of Social Services

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal, state or local government agency, a Member of Congress, a Member of the General Assembly, an officer or employee of Congress, an officer or employee of the General Assembly, an employee of a Member of Congress, or an employee of a Member of the General Assembly in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Notwithstanding other provisions of federal OMB Circulars-CFR Title 2, Grants and Agreements, Part 200, costs associated with the following activities are unallowable:

Paragraph A.

(1) Attempts to influence the outcomes of any Federal, State, or local election, referendum, initiative, or similar procedure, through in kind or cash contributions, endorsements, publicity, or similar activity;

(2) Establishing, administering, contributing to, or paying the expenses of a political party, campaign, political action committee, or other organization established for the purpose of influencing the outcomes of elections;

(3) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation through communication with any member or employee of the Congress or State legislature (including efforts to influence State or local officials to engage in similar lobbying activity), or with any Government official or employee in connection with a decision to sign or veto enrolled legislation;

(4) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation by preparing, distributing or using publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or
participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign; or

(5) Legislative liaison activities, including attendance at legislative sessions or committee hearings, gathering information regarding legislation, and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in unallowable lobbying.

The following activities as enumerated in Paragraph B are excepted from the coverage of Paragraph A:

Paragraph B.

(1) Providing a technical and factual presentation of information on a topic directly related to the performance of a grant, contract or other agreement through hearing testimony, statements or letters to the Congress or a State legislature, or subdivision, member, or cognizant staff member thereof, in response to a documented request (including a Congressional Record notice requesting testimony or statements for the record at a regularly scheduled hearing) made by the recipient member, legislative body or subdivision, or a cognizant staff member thereof; provided such information is readily obtainable and can be readily put in deliverable form; and further provided that costs under this section for travel, lodging or meals are unallowable unless incurred to offer testimony at a regularly scheduled Congressional hearing pursuant to a written request for such presentation made by the Chairman or Ranking Minority Member of the Committee or Subcommittee conducting such hearing.

(2) Any lobbying made unallowable by subparagraph A (3) to influence State legislation in order to directly reduce the cost, or to avoid material impairment of the organization's authority to perform the grant, contract, or other agreement.

(3) Any activity specifically authorized by statute to be undertaken with funds from the grant, contract, or other agreement.

Paragraph C.

(1) When an organization seeks reimbursement for indirect costs, total lobbying costs shall be separately identified in the indirect cost rate proposal, and thereafter treated as other unallowable activity costs in accordance with the procedures of subparagraph B.(3).

(2) Organizations shall submit, as part of the annual indirect cost rate proposal, a certification that the requirements and standards of this paragraph have been complied with.

(3) Organizations shall maintain adequate records to demonstrate that the determination of costs as being allowable or unallowable pursuant to this section complies with the requirements of this Circular.

(4) Time logs, calendars, or similar records shall not be required to be created for purposes of complying with this paragraph during any particular calendar month when: (1) the employee engages in lobbying (as defined in subparagraphs (a) and (b)) 25 percent or less of the employee's compensated hours of employment during that calendar month, and (2) within the preceding five-year period, the organization has not materially misstated allowable or unallowable costs of any nature, including legislative lobbying costs. When conditions (1) and (2) are met, organizations are not required to establish records to support the allowability of claimed costs in addition to records already required or maintained. Also, when conditions (1) and (2) are met, the absence of time logs, calendars, or similar records will not serve as a basis for disallowing costs by contesting estimates of lobbying time spent by employees during a calendar month.

(5) Agencies shall establish procedures for resolving in advance, in consultation with OMB, any significant questions or disagreements concerning the interpretation or application of this section. Any such advance resolution shall be binding in any subsequent settlements, audits or investigations with respect to that grant or contract for purposes of interpretation of this Circular; provided, however, that this shall not be construed to prevent a contractor or grantee from contesting the lawfulness of such a determination.

Paragraph D.

Executive lobbying costs. Costs incurred in attempting to improperly influence either directly or indirectly, an employee or officer of the Executive Branch of the Federal Government to give consideration or to act regarding a sponsored agreement or a regulatory matter are unallowable. Improper influence means any influence that induces or tends to induce a Federal employee or officer to give consideration or to act regarding a federally sponsored agreement or regulatory matter on any basis other than the merits of the matter.
Julie A. Ramsey, Attorney At Law

___________________________  _____________________________
Signature                                              Date

David B. Newell, Sr.

___________________________  _____________________________
Chairman, County Commissioners                          Date
ATTACHMENT H

PERSON COUNTY DEPARTMENT OF SOCIAL SERVICES
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant will provide immediate written notice to the person to whom the proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency of which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge
and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Julie A. Ramsey, Attorney At Law

_____________________________    ______________________________
Signature                        Date

David B. Newell, Sr.

_____________________________    ______________________________
Chairman, County Commissioners    Date
ATTACHMENT I

PERSON COUNTY
DEPARTMENT OF SOCIAL SERVICES
BUSINESS ASSOCIATE ADDENDUM

This Agreement is made effective the 1st day of July, 2019, by and between Person County Department of Social Services (“Covered Entity”) and Julie A. Ramsey, Attorney at Law (“Business Associate”) (collectively the “Parties”).

1. BACKGROUND

a. Covered Entity and Business Associate are parties to a contract entitled Legal Services Contract (the “Contract”), whereby Business Associate agrees to perform certain services for or on behalf of Covered Entity.
b. Covered Entity is an organizational unit of Person County as the Person County Department of Social Services (DSS) as a health care component for purposes of the HIPAA Privacy Rule.
c. The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is or may be a “business associate” within the meaning of the HIPAA Privacy Rule.
d. The Parties enter into this Business Associate Addendum to the Contract with the intention of complying with the HIPAA Privacy Rule provision that a covered entity may disclose protected health information to a business associate, and may allow a business associate to create or receive protected health information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.

2. DEFINITIONS

Unless some other meaning is clearly indicated by the context, the following terms shall have the following meaning in this Agreement:

b. “Individual” shall have the same meaning as the term “individual” in 45 CFR160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
c. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
d. “Protected Health Information” shall have the same meaning as the term “protected health information” in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
e. “Required By Law” shall have the same meaning as the term “required by law” in 45 CFR 164.103.
f. “Secretary” shall mean the Secretary of the United States Department of Health and Human Services or his designee.
g. Unless otherwise defined in this Agreement, terms used herein shall have the same meaning as those terms have in the Privacy Rule.

3. OBLIGATIONS OF BUSINESS ASSOCIATE

a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.
b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
d. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
e. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
f. Business Associate agrees to provide access, at the request of Covered Entity, to Protected Health Information in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
g. Business Associate agrees, at the request of the Covered Entity, to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526.
h. Unless otherwise prohibited by law, Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, available to the Covered Entity, or to the Person County Department of Social Services, in a time and manner designated by the Secretary, for purposes of determining Covered Entity's compliance with the Privacy Rule.
i. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, and to provide this information to Covered Entity or an Individual to permit such a response.

4. PERMITTED USES AND DISCLOSURES

a. Except as otherwise limited in this Agreement or by other applicable law or agreement, if the Contract permits, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Contract, provided that such use or disclosure:

   1) would not violate the Privacy Rule if done by Covered Entity; or
   2) would not violate the minimum necessary policies and procedures of the Covered Entity.
b. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Protected Health Information as necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

c. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that:

1) disclosures are Required By Law; or
2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

d. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).

e. Notwithstanding the foregoing provisions, Business Associate may not use or disclose Protected Health Information if the use or disclosure would violate any term of the Contract or other applicable law or agreements.

5. TERM AND TERMINATION

a. Term. This Agreement shall be effective as of the effective date stated above and shall terminate when the Contract terminates.

b. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:

1) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement and services provided by Business Associate, to the extent permissible by law, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
2) Immediately terminate this Agreement and services provided by Business Associate, to the extent permissible by law; or
3) If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy Rule.

c. Effect of Termination.

1) Except as provided in paragraph (2) of this section or in the Contract or by other applicable law or agreements, upon termination of this Agreement and services provided by Business Associate, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
2) In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

6. GENERAL TERMS AND CONDITIONS

a. This Agreement amends and is part of the Contract.
b. Except as provided in this Agreement, all terms and conditions of the Contract shall remain in force and shall apply to this Agreement as if set forth fully herein.
c. In the event of a conflict in terms between this Agreement and the Contract, the interpretation that is in accordance with the Privacy Rule shall prevail. In the event that a conflict then remains, the Contract terms shall prevail so long as they are in accordance with the Privacy Rule.
d. A breach of this Agreement by Business Associate shall be considered sufficient basis for Covered Entity to terminate the Contract for cause.

Julie A. Ramsey, Attorney At Law

__________________________  ____________________________
Signature                      Date

David B. Newell, Sr.

__________________________  ____________________________
Chairman, County Commissioners Date
Attachment M

State Certification

Contractor Certifications Required by North Carolina Law

Instructions

The person who signs this document should read the text of the statutes listed below and consult with counsel and other knowledgeable persons before signing.

- The text of Article 2 of Chapter 64 of the North Carolina General Statutes can be found online at: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf)
- The text of G.S. 105-164.8(b) can be found online at: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf)
- The text of G.S. 143-48.5 (S.L. 2013-418, s. 2.(d)) can be found online at: [http://www.ncga.state.nc.us/Sessions/2013/Bills/House/PDF/H786v6.pdf](http://www.ncga.state.nc.us/Sessions/2013/Bills/House/PDF/H786v6.pdf)
- The text of G.S. 143-59.1 can be found online at: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf)
- The text of G.S. 143-59.2 can be found online at: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf)
- The text of G.S. 147-33.95(g) (S.L. 2013-418, s. 2.(e)) can be found online at: [http://www.ncga.state.nc.us/Sessions/2013/Bills/House/PDF/H786v6.pdf](http://www.ncga.state.nc.us/Sessions/2013/Bills/House/PDF/H786v6.pdf)

Certifications

(1) Pursuant to G.S. 143-48.5 and G.S. 147-33.95(g), the undersigned hereby certifies that the Contractor named below, and the Contractor’s subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system. E-Verify System Link: [www.uscis.gov](http://www.uscis.gov)

Local government is specifically exempt from Article 2 of Chapter 64 of the North Carolina General Statutes. However, local government is subject to and must comply with North Carolina General Statute §153A-99.1., which states in part as follows:

Counties Must Use E-Verify. - Each county shall register and participate in E-Verify to verify the work authorization of new employees hired to work in the United States.

(2) Pursuant to G.S. 143-59.1(b), the undersigned hereby certifies that the Contractor named below is not an “ineligible Contractor” as set forth in G.S. 143-59.1(a) because:

(a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); and

(b) [check one of the following boxes]
Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a “tax haven country” as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; or

The Contractor or one of its affiliates has incorporated or reincorporated in a “tax haven country” as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 but the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.

(3) Pursuant to G.S. 143-59.2(b), the undersigned hereby certifies that none of the Contractor’s officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.

(4) The undersigned hereby certifies further that:

(a) He or she is a duly authorized representative of the Contractor named below;

(b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and

(c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

Contractor’s Name: Julie A. Ramsey

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<tr>
<th>Signature of Contractor’s Authorized Agent</th>
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<tr>
<td>Printed Name of Contractor’s Authorized Agent</td>
<td>Title</td>
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<tr>
<td>Julie A. Ramsey</td>
<td>Attorney at Law</td>
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<td>Signature of Witness</td>
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<td>Printed Name of Witness</td>
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The witness should be present when the Contractor’s Authorized Agent signs this certification and should sign and date this document immediately thereafter.
CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT, CLEAN WATER ACT

Certification Regarding Nondiscrimination

Julie A. Ramsey certifies that she will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

Julie A. Ramsey must comply with Executive Order 11246, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over $10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

Meaningful Access for LEP Individuals: Julie A. Ramsey, to participate in the SNAP must take reasonable steps to ensure that LEP persons have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single language minorities in certain project areas. SNAP Contractors that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in the Food and Nutrition Act of 2008, as amended, Title VI of the Civil Rights Act of 1964 (Title VI) and SNAP program regulations at 7 CFR 272A(b). They also risk noncompliance with the USDA policy guidance titled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", published in 79 FR 70771 - 70784 (November 28, 2014).

Julie A. Ramsey should develop an implementing plan to address the language assistance needs of the LEP population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. LEP needs should be considered in developing budgets and front line staff should understand how to obtain language assistance services. For additional assistance and information regarding LEP matters, please also visit http://www.lep.gov.

Ensuring Equal Opportunity Access for Persons with Disabilities: Julie A. Ramsey must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as
communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations.

DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (TTY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: http://www.ada.gov.

IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)

a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.

b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).

c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]


a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The
prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.

b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.

c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation’s water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:

(i) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and

(ii) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.

f. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.

g. In paragraph (1), the term “commercial item” has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).
This contract is hereby entered into by and between the Person County Department of Social Services (the “County”) and Joseph Weinberger, Jr. (the "Contractor") (referred to collectively as the “Parties”). The Contractor’s federal tax identification number is 56-153-8949.

**Contract Documents:** This Contract consists of the following documents:

This contract
The General Terms and Conditions (Attachment A)
The Scope of Work, description of services, and rate (Attachment B)
Federal Certification Regarding Drug-Free Workplace & Certification Regarding Nondiscrimination (Attachment C)
Conflict of Interest (Attachment D)
No Overdue Taxes (Attachment E)
Federal Certification Regarding Lobbying (Attachment G)
Federal Certification Regarding Debarment (Attachment H)
HIPAA Business Associate Addendum (Attachment I)
State Certification (Attachment M)
Certification Regarding Nondiscrimination, Clean Air Act, Clean Water (Attachment N)

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

**Precedence among Contract Documents:** In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

**Effective Period:** This contract shall be effective on July 1, 2019 and shall terminate on June 30, 2020. This contract must be twelve months or less.

**Contractor’s Duties:** The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.

**County’s Duties:** The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents.

[ ] a. There are no matching requirements from the Contractor.

[ ] b. The Contractor’s matching requirement is $__________, which shall consist of:

[ ] In-kind   [ ] Cash   [ ] Cash and In-kind   [ ] Cash and/or In-kind

The contributions from the Contractor shall be sourced from non-federal funds.
The total contract amount including any Contractor match shall not exceed 1,000 hours collectively for all attorneys under contract. Rate of compensation for Secondary Attorney Joseph Weinberger, Jr. is $75 per hour.
Reversion of Funds:
Any unexpended grant funds shall revert to the County Department of Social Services upon
termination of this contract.

Reporting Requirements:
Contractor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and
OMB Circular- CFR Title 2 Grants and Agreements, Part 200, and shall disclose all information
required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

Payment Provisions:
Payment shall be made in accordance with the Contract Documents as described in the Scope
of Work, Attachment B.

Contract Administrators:  All notices permitted or required to be given by one Party to the
other and all questions about the contract from one Party to the other shall be addressed and
delivered to the other Party’s Contract Administrator.  The name, post office address, street
address, telephone number, fax number, and email address of the Parties’ respective initial
Contract Administrators are set out below.  Either Party may change the name, post office
address, street address, telephone number, fax number, or email address of its Contract
Administrator by giving timely written notice to the other Party.

<table>
<thead>
<tr>
<th>For the County:</th>
<th>For the Contractor:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wendy McKinney, Accounting Technician</td>
<td>Joseph Weinberger, Jr., Attorney</td>
</tr>
<tr>
<td>Person County Department of Social Services</td>
<td>P.O. Box 1215</td>
</tr>
<tr>
<td>P.O. Box 770</td>
<td>114 North Main Street</td>
</tr>
<tr>
<td>355B South Madison Boulevard</td>
<td>Roxboro, NC 27573</td>
</tr>
<tr>
<td>(336) 599-8361</td>
<td>(336) 599-4959</td>
</tr>
</tbody>
</table>

Supplementation of Expenditure of Public Funds:  The Contractor assures that funds
received pursuant to this contract shall be used only to supplement, not to supplant, the total
amount of federal, state and local public funds that the Contractor otherwise expends for
contract services and related programs. Funds received under this contract shall be used to
provide additional public funding for such services; the funds shall not be used to reduce the
Contractor’s total expenditure of other public funds for such services.

Disbursements:  As a condition of this contract, the Contractor acknowledges and agrees to
make disbursements in accordance with the following requirements:

(a) Implement adequate internal controls over disbursements;
(b) Pre-audit all vouchers presented for payment to determine:
   • Validity and accuracy of payment
   • Payment due date
   • Adequacy of documentation supporting payment
   • Legality of disbursement
(c) Assure adequate control of signature stamps/plates;
(d) Assure adequate control of negotiable instruments; and
(c) Implement procedures to insure that account balance is solvent and reconcile the
   account monthly.
Outsourcing to Other Countries: The Contractor certifies that it has identified to the County all jobs related to the contract that have been outsourced to other countries, if any. The Contractor further agrees that it will not outsource any such jobs during the term of this contract without providing notice to the County.

Federal Certifications: Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, and Lobbying. These assurances and certifications are to be signed by the contractor's authorized representative.

Signature Warranty: The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

Signature Warranty:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

The Contractor and the County have executed this contract in duplicate originals, with one original being retained by each party.

Joseph Weinberger, Jr., Attorney At Law

_________________________________________  ____________________________
Signature                          Date

PERSON COUNTY

David B. Newell, Sr.

_________________________________________  ____________________________
Chairman, County Commissioners  Date

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

_________________________________________  ____________________________
Amy Wehrenberg, County Finance Director  Date
ATTACHMENT A

General Terms and Conditions

Relationships of the Parties

Independent Contractor: The Contractor is and shall be deemed to be an independent contractor in the performance of this contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the County.

Subcontracting: The Contractor shall not subcontract any of the work contemplated under this contract without prior written approval from the County. Any approved subcontract shall be subject to all conditions of this contract. Only the subcontractors specified in the contract documents are to be considered approved upon award of the contract. The County shall not be obligated to pay for any work performed by any unapproved subcontractor. The Contractor shall be responsible for the performance of all of its subcontractors.

Assignment: No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the County may: Forward the Contractor's payment check(s) directly to any person or entity designated by the Contractor, or Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s). In no event shall such approval and action obligate the County to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the County and the named Contractor. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the County and Contractor that any such person or entity, other than the County or the Contractor, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Indemnity and Insurance

Indemnification: The Contractor agrees to indemnify and hold harmless the County and any of their officers, agents and employees, from any claims of third parties arising out or any act or omission of the Contractor in connection with the performance of this contract.

Insurance: During the term of the contract, the Contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Contractor shall provide and maintain the following coverage and limits:

Worker’s Compensation - The contractor shall provide and maintain Worker’s Compensation Insurance as required by the laws of North Carolina, as well as employer’s liability coverage with minimum limits of $500,000.00, covering all of Contractor’s employees who are engaged in any work under the contract. If any work is sublet, the Contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.

Commercial General Liability - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of $1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)

Automobile Liability Insurance: The Contractor shall provide automobile liability insurance with a combined single limit of $500,000.00 for bodily injury and property damage; a limit of $500,000.00 for uninsured/under insured motorist coverage; and a limit of $2,000.00 for medical payment coverage. The Contractor shall provide this insurance for all automobiles that are:

(a) owned by the Contractor and used in the performance of this contract;
(b) hired by the Contractor and used in the performance of this contract; and
(c) Owned by Contractor’s employees and used in performance of this contract (“non-owned vehicle insurance”).

Non-owned vehicle insurance protects employers when employees use their personal vehicles for work purposes. Non-owned vehicle insurance supplements, but does not replace, the car-owner’s liability insurance.
The Contractor is not required to provide and maintain automobile liability insurance on any vehicle – owned, hired, or non-owned – unless the vehicle is used in the performance of this contract.

(d) The insurance coverage minimums specified in subparagraph (a) are exclusive of defense costs.
(e) The Contractor understands and agrees that the insurance coverage minimums specified in subparagraph (a) are not limits, or caps, on the Contractor’s liability or obligations under this contract.
(f) The Contractor may obtain a waiver of any one or more of the requirements in subparagraph (a) by demonstrating that it has insurance that provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The County shall be the sole judge of whether such a waiver should be granted.
(g) The Contractor may obtain a waiver of any one or more of the requirements in paragraph (a) by demonstrating that it is self-insured and that its self-insurance provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The County shall be the sole judge of whether such a waiver should be granted.
(h) Providing and maintaining the types and amounts of insurance or self-insurance specified in this paragraph is a material obligation of the Contractor and is of the essence of this contract.
(i) The Contractor shall only obtain insurance from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in the State of North Carolina. All such insurance shall meet all laws of the State of North Carolina.
(j) The Contractor shall comply at all times with all lawful terms and conditions of its insurance policies and all lawful requirements of its insurer.
(k) The Contractor shall require its subcontractors to comply with the requirements of this paragraph.
(l) The Contractor shall demonstrate its compliance with the requirements of this paragraph by submitting certificates of insurance to the County before the Contractor begins work under this contract.

Transportation of Clients by Contractor:
The contractor will maintain Insurance requirements if required as noted under Article 7 Rule R2-36 of the North Carolina Utilities Commission.

Default and Termination

Termination without Cause: The County may terminate this contract without cause by giving 30 days written notice to the Contractor.

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor’s breach of this agreement, and the County may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the County may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

Waiver of Default: Waiver by the County of any default or breach in compliance with the terms of this contract by the Provider shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the County and the Contractor and attached to the contract.

Availability of Funds: The parties to this contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the County.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: All deliverable items produced pursuant to this contract are the exclusive property of the County. The Contractor shall not assert a claim of copyright or other property interest in such deliverables.


Compliance with Applicable Laws

Compliance with Laws: The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Title VI, Civil Rights Compliance: In accordance with Federal law and U.S. Department of Agriculture (USDA) and U.S. Department of Health and Human Services (HHS) policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability. Under the Food Stamp Act and USDA policy, discrimination is prohibited also on the basis of religion or political beliefs.

Equal Employment Opportunity: The Contractor shall comply with all federal and State laws relating to equal employment opportunity.

Health Insurance Portability and Accountability Act (HIPAA): The Contractor agrees that, if the County determines that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended (“HIPAA”), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the County may require to ensure compliance.

(a) Data Security: The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.

(b) Duty to Report: The Contractor shall report a suspected or confirmed security breach to the local Department of Social Services/Human Services Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.

(c) Cost Borne by Contractor: If any applicable federal, state, or local law, regulation, or rule requires the Contractor to give written notice of a security breach to affected persons, the Contractor shall bear the cost of the notice.

 Trafficking Victims Protection Act of 2000: The Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104).

Executive Order # 24: It is unlawful for any vendor, contractor, subcontractor or supplier of the state to make gifts or to give favors to any state employee. For additional information regarding the specific requirements and exemptions, contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the County. The Contractor acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this contract.
Oversight

Access to Persons and Records: The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the Division. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later. The record retention period for Temporary Assistance for Needy Families (TANF) and MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

Warranties and Certifications

Date and Time Warranty: The Contractor warrants that the product(s) and service(s) furnished pursuant to this contract (“product” includes, without limitation, any piece of equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interfaces therein) that perform any date and/or time data recognition function, calculation, or sequencing will support a four digit year format and will provide accurate date/time data and leap year calculations. This warranty shall survive the termination or expiration of this contract.

Certification Regarding Collection of Taxes: G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors that meet one of the conditions of G.S. 105-164.8(b) and yet refuse to collect use taxes on sales of tangible personal property to purchasers in North Carolina. The conditions include: (a) maintenance of a retail establishment or office; (b) presence of representatives in the State that solicit sales or transact business on behalf of the vendor; and (c) systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. The Contractor certifies that it and all of its affiliates (if any) collect all required taxes.

E-Verify

Pursuant to G.S. 143-48.5 and G.S. 147-33.95(g), the undersigned hereby certifies that the Contractor named below, and the Contractor’s subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system. E-Verify System Link: www.uscis.gov

Miscellaneous

Choice of Law: The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, are governed by the laws of North Carolina. The Contractor, by signing this contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be the county in which the contract originated. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be the county where the contract originated, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the County and the Contractor.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this contract shall remain in full force and effect.
Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of this contract.

Key Personnel: The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the County. The term “key personnel” includes any and all persons identified as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

Care of Property: The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this contract and will reimburse the County for loss of, or damage to, such property. At the termination of this contract, the Contractor shall contact the County for instructions as to the disposition of such property and shall comply with these instructions.

Travel Expenses: Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates established in County policy.

Sales/Use Tax Refunds: If eligible, the Contractor and all subcontractors shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Contractor shall not use the award of this contract as a part of any news release or commercial advertising.
LEGAL SERVICES AGREEMENT

THIS Agreement, made and entered into this the 1st day of July, 2019, by and between the PERSON COUNTY DEPARTMENT OF SOCIAL SERVICES, hereinafter referred to as Agency, and Joseph Weinberger, Jr., Attorney at Law, hereinafter referred to as Attorney.

WITNESSETH:

THAT WHEREAS, the Agency has determined that it has need for legal services and consultation beyond those presently being provided by the county attorney;

AND WHEREAS, the Attorney is a member in a reputable law firm with an office in Person County, North Carolina, and has expertise in the field of social services law, rules and regulations, and the Agency is desirous of obtaining such legal services from said Attorney on a continuing basis;

NOW, THEREFORE, it is hereby agreed that the Attorney shall provide legal services to the Agency in the nature of consultations, interpretation of social services laws and regulations and drafting of legal documents when necessary on the following terms and conditions:

1

The Attorney shall make himself available and on call to the Agency on a prompt basis for the purposes herein above described until June 30, 2020. At the end of said period, the arrangement herein described will be analyzed by the parties hereto to determine if same is effective and fair to all parties concerned and revised or terminated accordingly as deemed necessary.

2

The Agency shall pay for such legal services to the Attorney the sum of seventy-five dollars ($75.00) per hour for out of court time and seventy-five dollars ($75.00) per hour for in court time for each hour of legal services performed, same to be due and payable on or before the 10th of each month upon due submission by the Attorney of a statement of work detailing the hours of work performed and the nature of such legal work.
The Attorney will assist the Agency in maintaining records of the legal services provided as same are necessary for the agency in filing its reports and funding statements.

It is understood and agreed that the legal services provided pursuant to this contract will be in addition to those provided by the county attorney and not in substitution nor duplication of such services by the county attorney.

It is specifically agreed that Attorney is an independent contractor and shall perform the legal services herein provided according to his own judgment and method and shall not be subject to control of the Agency except as to the result of his work.

The Attorney shall not under any circumstance be considered an employee of the Agency. The Agency shall not withhold federal or state taxes from sums paid to the Attorney pursuant to this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement in duplicate originals, one of which is retained by each of the parties hereto, on the day and year first above written.

Joseph Weinberger, Jr., Attorney At Law

_____________________________  ______________________________
Signature                                      Date

David B. Newell, Sr.

_____________________________  ______________________________
Chairman, County Commissioners                  Date
ATTACHMENT C

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
AND CERTIFICATION REGARDING NONDISCRIMINATION

Person County Department of Social Services

I. By execution of this Agreement the Contractor certifies that it will provide a drug-free workplace by:

   A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor’s workplace and specifying the actions that will be taken against employees for violation of such prohibition;

   B. Establishing a drug-free awareness program to inform employees about:

      (1) The dangers of drug abuse in the workplace;

      (2) The Contractor’s policy of maintaining a drug-free workplace;

      (3) Any available drug counseling, rehabilitation, and employee assistance programs; and

      (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

   C. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (A);

   D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the agreement, the employee will:

      (1) Abide by the terms of the statement; and

      (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

   E. Notifying the County within ten days after receiving notice under subparagraph (D)(2) from an employee or otherwise receiving actual notice of such conviction;

   F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (D)(2), with respect to any employee who is so convicted:

      (1) Taking appropriate personnel action against such an employee, up to and including termination; or

      (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).
The site(s) for the performance of work done in connection with the specific agreement are listed below:

114 North Main Street, Roxboro, NC 27573

Contractor will inform the County of any additional sites for performance of work under this agreement.

False certification or violation of the certification shall be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment

45 C.F.R. Section 82.510. Section 4 CFR Part 85, Section 85.615 and 86.620.

Certification Regarding Nondiscrimination

The Vendor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

Joseph Weinberger, Jr., Attorney At Law

__________________________                   ______________________________
Signature                        Date

David B. Newell, Sr.

__________________________                   ______________________________
Chairman, County Commissioners     Date
ATTACHMENT D:

CONFLICT OF INTEREST

The Board of Directors/Trustees or other governing persons, officers, employees or agents are to avoid any conflict of interest, even the appearance of a conflict of interest. The Organization's Board of Directors/Trustees or other governing body, officers, staff and agents are obligated to always act in the best interest of the organization. This obligation requires that any Board member or other governing person, officer, employee or agent, in the performance of Organization duties, seek only the furtherance of the Organization mission. At all times, Board members or other governing persons, officers, employees or agents, are prohibited from using their job title, the Organization's name or property, for private profit or benefit.

A. The Board members or other governing persons, officers, employees, or agents of the Organization should neither solicit nor accept gratuities, favors, or anything of monetary value from current or potential contractors/vendors, persons receiving benefits from the Organization or persons who may benefit from the actions of any Board member or other governing person, officer, employee or agent. This is not intended to preclude bona-fide Organization fund raising-activities.

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

C. No Board member or other governing person, officer, employee, or agent of the Organization shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his knowledge, any of the following has a financial interest in that purchase or contract:
   1. The Board member or other governing person, officer, employee, or agent;
   2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
   3. An organization in which any of the above is an officer, director, or employee;
   4. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.

D. Duty to Disclosure -- Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to the Board or other governing body or one’s supervisor immediately.

E. Board Action -- When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists. In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of and vote of the Board of Directors/Trustees or other governing body.

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

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

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

NOTARIZED CONFLICT OF INTEREST POLICY

Joseph Weinberger, Jr., Attorney At Law

Signature ____________________________ Date ____________________________

NORTH CAROLINA
PERSON COUNTY

I, __________________________, a Notary Public of said County and State do hereby certify that Joseph Weinberger, Jr., Attorney at Law, personally appeared before me this date and acknowledged the due execution of the foregoing agreement for the purposes therein expressed and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held on the __________ day of __________, _________.

Sworn to and subscribed before me this __________ day of ______________________, 2019.

___________________________
Notary Public

My Commission expires: ________________
To: Person County Department of Social Services

Certification:

I, Joseph Weinberger, Jr., certify that I do not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. I further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S.) 143C-10-1b.

Sworn Statement:

I, Joseph Weinberger, Jr., being duly sworn, say that the foregoing certification is true, accurate and complete to the best of my knowledge and was made and subscribed by me. I also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

Joseph Weinberger, Jr., Attorney At Law

____________________________            _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _
Signature        Date

NORTH CAROLINA
PERSON COUNTY

Sworn to and subscribed before me this _________ day of ______________________, 2019.

___________________________
Notary Public

My Commission expires: ________________

1 G.S. 105-243.1 defines: Overdue tax debt. – Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement.”
ATTACHMENT G

Person County Department of Social Services

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal, state or local government agency, a Member of Congress, a Member of the General Assembly, an officer or employee of Congress, an officer or employee of the General Assembly, an employee of a Member of Congress, or an employee of a Member of the General Assembly in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Notwithstanding other provisions of federal OMB Circulars-CFR Title 2, Grants and Agreements, Part 200, costs associated with the following activities are unallowable:

Paragraph A.

(1) Attempts to influence the outcomes of any Federal, State, or local election, referendum, initiative, or similar procedure, through in kind or cash contributions, endorsements, publicity, or similar activity;

(2) Establishing, administering, contributing to, or paying the expenses of a political party, campaign, political action committee, or other organization established for the purpose of influencing the outcomes of elections;

(3) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation through communication with any member or employee of the Congress or State legislature (including efforts to influence State or local officials to engage in similar lobbying activity), or with any Government official or employee in connection with a decision to sign or veto enrolled legislation;

(4) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation by preparing, distributing or using publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or
participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign; or

(5) Legislative liaison activities, including attendance at legislative sessions or committee hearings, gathering information regarding legislation, and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in unallowable lobbying.

The following activities as enumerated in Paragraph B are excepted from the coverage of Paragraph A:

**Paragraph B.**

(1) Providing a technical and factual presentation of information on a topic directly related to the performance of a grant, contract or other agreement through hearing testimony, statements or letters to the Congress or a State legislature, or subdivision, member, or cognizant staff member thereof, in response to a documented request (including a Congressional Record notice requesting testimony or statements for the record at a regularly scheduled hearing) made by the recipient member, legislative body or subdivision, or a cognizant staff member thereof; provided such information is readily obtainable and can be readily put in deliverable form; and further provided that costs under this section for travel, lodging or meals are unallowable unless incurred to offer testimony at a regularly scheduled Congressional hearing pursuant to a written request for such presentation made by the Chairman or Ranking Minority Member of the Committee or Subcommittee conducting such hearing.

(2) Any lobbying made unallowable by subparagraph A (3) to influence State legislation in order to directly reduce the cost, or to avoid material impairment of the organization's authority to perform the grant, contract, or other agreement.

(3) Any activity specifically authorized by statute to be undertaken with funds from the grant, contract, or other agreement.

**Paragraph C.**

(1) When an organization seeks reimbursement for indirect costs, total lobbying costs shall be separately identified in the indirect cost rate proposal, and thereafter treated as other unallowable activity costs in accordance with the procedures of subparagraph B.(3).

(2) Organizations shall submit, as part of the annual indirect cost rate proposal, a certification that the requirements and standards of this paragraph have been complied with.

(3) Organizations shall maintain adequate records to demonstrate that the determination of costs as being allowable or unallowable pursuant to this section complies with the requirements of this Circular.

(4) Time logs, calendars, or similar records shall not be required to be created for purposes of complying with this paragraph during any particular calendar month when: (1) the employee engages in lobbying (as defined in subparagraphs (a) and (b)) 25 percent or less of the employee's compensated hours of employment during that calendar month, and (2) within the preceding five-year period, the organization has not materially misstated allowable or unallowable costs of any nature, including legislative lobbying costs. When conditions (1) and (2) are met, organizations are not required to establish records to support the allowability of claimed costs in addition to records already required or maintained. Also, when conditions (1) and (2) are met, the absence of time logs, calendars, or similar records will not serve as a basis for disallowing costs by contesting estimates of lobbying time spent by employees during a calendar month.

(5) Agencies shall establish procedures for resolving in advance, in consultation with OMB, any significant questions or disagreements concerning the interpretation or application of this section. Any such advance resolution shall be binding in any subsequent settlements, audits or investigations with respect to that grant or contract for purposes of interpretation of this Circular; provided, however, that this shall not be construed to prevent a contractor or grantee from contesting the lawfulness of such a determination.

**Paragraph D.**

Executive lobbying costs. Costs incurred in attempting to improperly influence either directly or indirectly, an employee or officer of the Executive Branch of the Federal Government to give consideration or to act regarding a sponsored agreement or a regulatory matter are unallowable. Improper influence means any influence that induces or tends to induce a Federal employee or officer to give consideration or to act regarding a federally sponsored agreement or regulatory matter on any basis other than the merits of the matter.
Joseph Weinberger, Jr., Attorney At Law

______________________________________________  ________________________________
Signature                                      Date

David B. Newell, Sr.

______________________________________________  ________________________________
Chairman, County Commissioners                 Date
ATTACHMENT H

PERSON COUNTY DEPARTMENT OF SOCIAL SERVICES
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant will provide immediate written notice to the person to whom the proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency of which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge
and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Joseph Weinberger, Jr., Attorney At Law

________________________  __________________________
Signature                                      Date

David B. Newell, Sr.

________________________  __________________________
Chairman, County Commissioners                   Date
ATTACHMENT I

PERSON COUNTY
DEPARTMENT OF SOCIAL SERVICES
BUSINESS ASSOCIATE ADDENDUM

This Agreement is made effective the 1st day of July, 2019, by and between Person County Department of Social Services (“Covered Entity”) and Joseph Weinberger, Jr., Attorney at Law (“Business Associate”) (collectively the “Parties”).

1. BACKGROUND

a. Covered Entity and Business Associate are parties to a contract entitled Legal Services Contract (the “Contract”), whereby Business Associate agrees to perform certain services for or on behalf of Covered Entity.

b. Covered Entity is an organizational unit of Person County as the Person County Department of Social Services (DSS) as a health care component for purposes of the HIPAA Privacy Rule.

c. The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is or may be a “business associate” within the meaning of the HIPAA Privacy Rule.

d. The Parties enter into this Business Associate Addendum to the Contract with the intention of complying with the HIPAA Privacy Rule provision that a covered entity may disclose protected health information to a business associate, and may allow a business associate to create or receive protected health information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.

2. DEFINITIONS

Unless some other meaning is clearly indicated by the context, the following terms shall have the following meaning in this Agreement:


b. “Individual” shall have the same meaning as the term “individual” in 45 CFR160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

c. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

d. “Protected Health Information” shall have the same meaning as the term “protected health information” in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

e. “Required By Law” shall have the same meaning as the term “required by law” in 45 CFR 164.103.

f. “Secretary” shall mean the Secretary of the United States Department of Health and Human Services or his designee.
3. OBLIGATIONS OF BUSINESS ASSOCIATE

a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.
b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
d. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
e. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
f. Business Associate agrees to provide access, at the request of Covered Entity, to Protected Health Information in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
g. Business Associate agrees, at the request of the Covered Entity, to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526.
h. Unless otherwise prohibited by law, Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, available to the Covered Entity, or to the Person County Department of Social Services, in a time and manner designated by the Secretary, for purposes of determining Covered Entity's compliance with the Privacy Rule.
i. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, and to provide this information to Covered Entity or an Individual to permit such a response.

4. PERMITTED USES AND DISCLOSURES

a. Except as otherwise limited in this Agreement or by other applicable law or agreement, if the Contract permits, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Contract, provided that such use or disclosure:

1) would not violate the Privacy Rule if done by Covered Entity; or
2) would not violate the minimum necessary policies and procedures of the Covered Entity.
b. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Protected Health Information as necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

c. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that:

1) disclosures are Required By Law; or
2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

d. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).

e. Notwithstanding the foregoing provisions, Business Associate may not use or disclose Protected Health Information if the use or disclosure would violate any term of the Contract or other applicable law or agreements.

5. TERM AND TERMINATION

a. Term. This Agreement shall be effective as of the effective date stated above and shall terminate when the Contract terminates.

b. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:

1) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement and services provided by Business Associate, to the extent permissible by law, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
2) Immediately terminate this Agreement and services provided by Business Associate, to the extent permissible by law; or
3) If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy Rule.

c. Effect of Termination.

1) Except as provided in paragraph (2) of this section or in the Contract or by other applicable law or agreements, upon termination of this Agreement and services provided by Business Associate, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
2) In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

6. GENERAL TERMS AND CONDITIONS

a. This Agreement amends and is part of the Contract.
b. Except as provided in this Agreement, all terms and conditions of the Contract shall remain in force and shall apply to this Agreement as if set forth fully herein.
c. In the event of a conflict in terms between this Agreement and the Contract, the interpretation that is in accordance with the Privacy Rule shall prevail. In the event that a conflict then remains, the Contract terms shall prevail so long as they are in accordance with the Privacy Rule.
d. A breach of this Agreement by Business Associate shall be considered sufficient basis for Covered Entity to terminate the Contract for cause.

Joseph Weinberger, Jr., Attorney At Law

______________________________          _________________________
Signature                                      Date

David B. Newell, Sr.

______________________________          _________________________
Chairman, County Commissioners               Date
Attachment M

State Certification

Contractor Certifications Required by North Carolina Law

Instructions

The person who signs this document should read the text of the statutes listed below and consult with counsel and other knowledgeable persons before signing.

- The text of Article 2 of Chapter 64 of the North Carolina General Statutes can be found online at: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf)

- The text of G.S. 105-164.8(b) can be found online at: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf)

- The text of G.S. 143-48.5 (S.L. 2013-418, s. 2.(d)) can be found online at: [http://www.ncga.state.nc.us/Sessions/2013/Bills/House/PDF/H786v6.pdf](http://www.ncga.state.nc.us/Sessions/2013/Bills/House/PDF/H786v6.pdf)

- The text of G.S. 143-59.1 can be found online at: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf)

- The text of G.S. 143-59.2 can be found online at: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf)

- The text of G.S. 147-33.95(g) (S.L. 2013-418, s. 2.(e)) can be found online at: [http://www.ncga.state.nc.us/Sessions/2013/Bills/House/PDF/H786v6.pdf](http://www.ncga.state.nc.us/Sessions/2013/Bills/House/PDF/H786v6.pdf)

Certifications

(1) **Pursuant to G.S. 143-48.5 and G.S. 147-33.95(g),** the undersigned hereby certifies that the Contractor named below, and the Contractor’s subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: [www.uscis.gov](http://www.uscis.gov)

Local government is specifically exempt from Article 2 of Chapter 64 of the North Carolina General Statutes. However, local government is subject to and must comply with North Carolina General Statute §153A-99.1., which states in part as follows:

Counties Must Use E-Verify. - Each county shall register and participate in E-Verify to verify the work authorization of new employees hired to work in the United States.

(2) **Pursuant to G.S. 143-59.1(b),** the undersigned hereby certifies that the Contractor named below is not an “ineligible Contractor” as set forth in G.S. 143-59.1(a) because:

(a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); and

(b) [check one of the following boxes]
Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a “tax haven country” as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; or

The Contractor or one of its affiliates has incorporated or reincorporated in a “tax haven country” as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 but the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.

(3) Pursuant to G.S. 143-59.2(b), the undersigned hereby certifies that none of the Contractor’s officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.

(4) The undersigned hereby certifies further that:

(a) He or she is a duly authorized representative of the Contractor named below;

(b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and

(c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

<table>
<thead>
<tr>
<th>Contractor’s Name: Joseph Weinberger, Jr.</th>
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<tbody>
<tr>
<td>Signature of Contractor’s Authorized Agent</td>
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<tr>
<td>Printed Name of Contractor’s Authorized Agent</td>
</tr>
<tr>
<td>Joseph Weinberger, Jr.</td>
</tr>
<tr>
<td>Signature of Witness</td>
</tr>
<tr>
<td>Printed Name of Witness</td>
</tr>
</tbody>
</table>

The witness should be present when the Contractor’s Authorized Agent signs this certification and should sign and date this document immediately thereafter.
Attachment N

Person County Department of Social Services

CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT, CLEAN WATER ACT

Certification Regarding Nondiscrimination

Joseph Weinberger, Jr. certifies that he will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

Joseph Weinberger, Jr. must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over $10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

Meaningful Access for LEP Individuals: Joseph Weinberger, Jr., to participate in the SNAP must take reasonable steps to ensure that LEP persons have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single language minorities in certain project areas. SNAP Contractors that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in the Food and Nutrition Act of 2008, as amended, Title VI of the Civil Rights Act of 1964 (Title VI) and SNAP program regulations at 7 CFR 272A(b). They also risk noncompliance with the USDA policy guidance titled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", published in 79 FR 70771 - 70784 (November 28, 2014).

Joseph Weinberger, Jr. should develop an implementing plan to address the language assistance needs of the LEP population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. LEP needs should be considered in developing budgets and front line staff should understand how to obtain language assistance services. For additional assistance and information regarding LEP matters, please also visit http://www.lep.gov.

Ensuring Equal Opportunity Access for Persons with Disabilities: Joseph Weinberger, Jr. must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications
with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations.

DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 “Nondiscrimination on the Basis of Disability in State and Local Government Services” and at 28 CFR Part 36 “Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities”. In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (TTY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: http://www.ada.gov.

IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)

a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.

b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).

c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]


a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such
conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.

b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.

c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:

(i) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and

(ii) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.

f. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.

g. In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).

Joseph Weinberger, Jr., Attorney At Law

Signature ___________________________ Date ___________________________

* Note: Enacted by Session Law 2015-118 as G.S. 143C-55 et seq., but has been renumbered for codification at the direction of the Revisor of Statutes.
Contract # 1007  Fiscal Year Begins July 1, 2019  Ends June 30, 2020

This contract is hereby entered into by and between the Person County Department of Social Services (the "County") and Joseph Weinberger, Jr. (the "Contractor") (referred to collectively as the "Parties"). The Contractor’s federal tax identification number is 56-153 8949.

Contract Documents: This Contract consists of the following documents:

This contract
The General Terms and Conditions (Attachment A)
The Scope of Work, description of services, and rate (Attachment B)
Federal Certification Regarding Drug-Free Workplace & Certification Regarding Nondiscrimination (Attachment C)
Conflict of Interest (Attachment D)
No Overdue Taxes (Attachment E)
Federal Certification Regarding Lobbying (Attachment G)
Federal Certification Regarding Debarment (Attachment H)
HIPAA Business Associate Addendum (Attachment I)
State Certification (Attachment M)
Certification Regarding Nondiscrimination, Clean Air Act, Clean Water (Attachment N)

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

Precedence among Contract Documents: In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

Effective Period: This contract shall be effective on July 1, 2019 and shall terminate on June 30, 2020. This contract must be twelve months or less.

Contractor’s Duties: The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.

County’s Duties: The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents.

[ x ] a. There are no matching requirements from the Contractor.

[   ] b. The Contractor’s matching requirement is $__________, which shall consist of:

[   ] In-kind  [   ] Cash  [   ] Cash and In-kind  [   ] Cash and/or In-kind

The contributions from the Contractor shall be sourced from non-federal funds.
The total contract amount including any Contractor match shall not exceed 1,000 hours collectively for all attorneys under contract. Rate of compensation for Secondary Attorney Joseph Weinberger, Jr. is $75 per hour.
Reversion of Funds:
Any unexpended grant funds shall revert to the County Department of Social Services upon termination of this contract.

Reporting Requirements:
Contractor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular- CFR Title 2 Grants and Agreements, Part 200, and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

Payment Provisions:
Payment shall be made in accordance with the Contract Documents as described in the Scope of Work, Attachment B.

Contract Administrators: All notices permitted or required to be given by one Party to the other and all questions about the contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

<table>
<thead>
<tr>
<th>For the County:</th>
<th>For the Contractor:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wendy McKinney, Accounting Technician</td>
<td>Joseph Weinberger, Jr., Attorney</td>
</tr>
<tr>
<td>Person County Department of Social Services</td>
<td></td>
</tr>
<tr>
<td>P.O. Box 770</td>
<td>P.O. Box 1215</td>
</tr>
<tr>
<td>355B South Madison Boulevard</td>
<td>114 North Main Street</td>
</tr>
<tr>
<td>Roxboro, NC 27573</td>
<td>Roxboro, NC 27573</td>
</tr>
<tr>
<td>(336) 599-8361</td>
<td>(336) 599-4959</td>
</tr>
</tbody>
</table>

Supplementation of Expenditure of Public Funds: The Contractor assures that funds received pursuant to this contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that the Contractor otherwise expends for contract services and related programs. Funds received under this contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Contractor's total expenditure of other public funds for such services.

Disbursements: As a condition of this contract, the Contractor acknowledges and agrees to make disbursements in accordance with the following requirements:

(a) Implement adequate internal controls over disbursements;
(b) Pre-audit all vouchers presented for payment to determine:
   • Validity and accuracy of payment
   • Payment due date
   • Adequacy of documentation supporting payment
   • Legality of disbursement
(c) Assure adequate control of signature stamps/plates;
(d) Assure adequate control of negotiable instruments; and
(c) Implement procedures to insure that account balance is solvent and reconcile the account monthly.
Outsourcing to Other Countries: The Contractor certifies that it has identified to the County all jobs related to the contract that have been outsourced to other countries, if any. The Contractor further agrees that it will not outsource any such jobs during the term of this contract without providing notice to the County.

Federal Certifications: Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, and Lobbying. These assurances and certifications are to be signed by the contractor’s authorized representative.

Signature Warranty: The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

Signature Warranty:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

The Contractor and the County have executed this contract in duplicate originals, with one original being retained by each party.

Joseph Weinberger, Jr., Attorney At Law

_________________________________________  __________________________
Signature                                                                 Date

PERSON COUNTY

David B. Newell, Sr.

_________________________________________  __________________________
Chairman, County Commissioners                                              Date

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

_________________________________________  __________________________
Amy Wehrenberg, County Finance Director                                    Date
ATTACHMENT A

General Terms and Conditions

Relationships of the Parties

Independent Contractor: The Contractor is and shall be deemed to be an independent contractor in the performance of this contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the County.

Subcontracting: The Contractor shall not subcontract any of the work contemplated under this contract without prior written approval from the County. Any approved subcontract shall be subject to all conditions of this contract. Only the subcontractors specified in the contract documents are to be considered approved upon award of the contract. The County shall not be obligated to pay for any work performed by any unapproved subcontractor. The Contractor shall be responsible for the performance of all of its subcontractors.

Assignment: No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the County may: Forward the Contractor's payment check(s) directly to any person or entity designated by the Contractor, or Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s). In no event shall such approval and action obligate the County to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the County and the named Contractor. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the County and Contractor that any such person or entity, other than the County or the Contractor, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Indemnity and Insurance

Indemnification: The Contractor agrees to indemnify and hold harmless the County and any of their officers, agents and employees, from any claims of third parties arising out or any act or omission of the Contractor in connection with the performance of this contract.

Insurance: During the term of the contract, the Contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Contractor shall provide and maintain the following coverage and limits:

Worker's Compensation - The contractor shall provide and maintain Worker's Compensation Insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of $300,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is sublet, the Contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.

Commercial General Liability - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of $1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)

Automobile Liability Insurance: The Contractor shall provide automobile liability insurance with a combined single limit of $500,000.00 for bodily injury and property damage; a limit of $500,000.00 for uninsured/under insured motorist coverage; and a limit of $2,000.00 for medical payment coverage. The Contractor shall provide this insurance for all automobiles that are:

(a) owned by the Contractor and used in the performance of this contract;
(b) hired by the Contractor and used in the performance of this contract; and
(c) Owned by Contractor’s employees and used in performance of this contract ("non-owned vehicle insurance").

Non-owned vehicle insurance protects employers when employees use their personal vehicles for work purposes. Non-owned vehicle insurance supplements, but does not replace, the car-owner's liability insurance.
The Contractor is not required to provide and maintain automobile liability insurance on any vehicle – owned, hired, or non-owned – unless the vehicle is used in the performance of this contract.

(d) The insurance coverage minimums specified in subparagraph (a) are exclusive of defense costs.
(e) The Contractor understands and agrees that the insurance coverage minimums specified in subparagraph (a) are not limits, or caps, on the Contractor’s liability or obligations under this contract.
(f) The Contractor may obtain a waiver of any one or more of the requirements in subparagraph (a) by demonstrating that it has insurance that provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The County shall be the sole judge of whether such a waiver should be granted.
(g) The Contractor may obtain a waiver of any one or more of the requirements in paragraph (a) by demonstrating that it is self-insured and that its self-insurance provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The County shall be the sole judge of whether such a waiver should be granted.
(h) Providing and maintaining the types and amounts of insurance or self-insurance specified in this paragraph is a material obligation of the Contractor and is of the essence of this contract.
(i) The Contractor shall only obtain insurance from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in the State of North Carolina. All such insurance shall meet all laws of the State of North Carolina.
(j) The Contractor shall comply at all times with all lawful terms and conditions of its insurance policies and all lawful requirements of its insurer.
(k) The Contractor shall require its subcontractors to comply with the requirements of this paragraph.
(l) The Contractor shall demonstrate its compliance with the requirements of this paragraph by submitting certificates of insurance to the County before the Contractor begins work under this contract.

Transportation of Clients by Contractor:
The contractor will maintain insurance requirements if required as noted under Article 7 Rule R2-36 of the North Carolina Utilities Commission.

Default and Termination

Termination without Cause: The County may terminate this contract without cause by giving 30 days written notice to the Contractor.

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor’s breach of this agreement, and the County may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the County may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

Waiver of Default: Waiver by the County of any default or breach in compliance with the terms of this contract by the Provider shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the County and the Contractor and attached to the contract.

Availability of Funds: The parties to this contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the County.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: All deliverable items produced pursuant to this contract are the exclusive property of the County. The Contractor shall not assert a claim of copyright or other property interest in such deliverables.


Compliance with Applicable Laws

Compliance with Laws: The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Title VI, Civil Rights Compliance: In accordance with Federal law and U.S. Department of Agriculture (USDA) and U.S. Department of Health and Human Services (HHS) policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability. Under the Food Stamp Act and USDA policy, discrimination is prohibited also on the basis of religion or political beliefs.

Equal Employment Opportunity: The Contractor shall comply with all federal and State laws relating to equal employment opportunity.

Health Insurance Portability and Accountability Act (HIPAA): The Contractor agrees that, if the County determines that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the County may require to ensure compliance.

(a) Data Security: The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.

(b) Duty to Report: The Contractor shall report a suspected or confirmed security breach to the local Department of Social Services/Human Services Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.

(c) Cost Borne by Contractor: If any applicable federal, state, or local law, regulation, or rule requires the Contractor to give written notice of a security breach to affected persons, the Contractor shall bear the cost of the notice.

Trafficking Victims Protection Act of 2000: The Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104).

Executive Order # 24: It is unlawful for any vendor, contractor, subcontractor or supplier of the state to make gifts or to give favors to any state employee. For additional information regarding the specific requirements and exemptions, contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the County. The Contractor acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this contract.
Oversight

Access to Persons and Records: The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the Division. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later. The record retention period for Temporary Assistance for Needy Families (TANF) and MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

Warranties and Certifications

Date and Time Warranty: The Contractor warrants that the product(s) and service(s) furnished pursuant to this contract (“product” includes, without limitation, any piece of equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interfaces therein) that perform any date and/or time data recognition function, calculation, or sequencing will support a four digit year format and will provide accurate date/time data and leap year calculations. This warranty shall survive the termination or expiration of this contract.

Certification Regarding Collection of Taxes: G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors that meet one of the conditions of G.S. 105-164.8(b) and yet refuse to collect use taxes on sales of tangible personal property to purchasers in North Carolina. The conditions include: (a) maintenance of a retail establishment or office; (b) presence of representatives in the State that solicit sales or transact business on behalf of the vendor; and (c) systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. The Contractor certifies that it and all of its affiliates (if any) collect all required taxes.

E-Verify

Pursuant to G.S. 143-48.5 and G.S. 147-33.95(g), the undersigned hereby certifies that the Contractor named below, and the Contractor’s subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system. E-Verify System Link: www.uscis.gov

Miscellaneous

Choice of Law: The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, are governed by the laws of North Carolina. The Contractor, by signing this contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be the county in which the contract originated. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be the county where the contract originated, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the County and the Contractor.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this contract shall remain in full force and effect.
**Headings:** The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

**Time of the Essence:** Time is of the essence in the performance of this contract.

**Key Personnel:** The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the County. The term “key personnel” includes any and all persons identified as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

**Care of Property:** The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this contract and will reimburse the County for loss of, or damage to, such property. At the termination of this contract, the Contractor shall contact the County for instructions as to the disposition of such property and shall comply with these instructions.

**Travel Expenses:** Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates established in County policy.

**Sales/Use Tax Refunds:** If eligible, the Contractor and all subcontractors shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

**Advertising:** The Contractor shall not use the award of this contract as a part of any news release or commercial advertising.
ATTACHMENT B – Scope of Work      Federal Tax Id.  56-153 8949

STATE OF NORTH CAROLINA )
)   CONTRACT FOR LEGAL SERVICES
)  
COUNTY OF Person )

THIS CONTRACT made and entered into this the 1st day of July, 2019, by and between the Person County Commissioners, party of the first part, and Joseph Weinberger, Jr., Attorney, party of the second part;

W I T N E S S E T H:

The parties hereby agree that the party of the second part shall provide legal services to the party of the first part pursuant to the following mutual covenants:

1. This Contract shall begin July 1, 2019, and unless sooner terminated by 30 days’ notice of either party shall exist and continue through June 30, 2020.

2. Said party of the second part, upon reasonable notice, is to be available for consultation, legal advice and for representation as requested by the Child Support Enforcement Agency on all legal matters arising from the duties of the party of the first part under Sections 128 through 140 of Chapter 110 of the North Carolina General Statutes and Title 42 of the United States Code, Sections 651 through 660 and the federal regulations lawfully promulgated pursuant thereto.

3. Said party of the second part, agrees to comply with all the requirements of Sections 128 through 140 of Chapter 110 of the North Carolina General Statutes, Title 42 of the United States Code, Sections 651 through 660, and the regulations promulgated pursuant thereto relating to the performance of program legal services including, but not limited to, maintaining such records as are required by the party of the first part, to make said records available for federal or state audit if required, and to make financial, statistical, and program progress reports as are required.

4. For his services under this contract, the party of the first part agrees to pay the party of the second part seventy-five dollars ($75.00) per hour for out of court time and seventy-five dollars ($75.00) per hour for in court time for each hour spent by the party of the second part providing legal services under the Child Support Enforcement Program. Such hourly rate shall encompass all expenses, including, but not limited to, those for salary, supplies, office space, heating and maintenance for office space, telephone service, long-distance telephone calls, and travel. The party of the second part is not to be reimbursed for any extraordinary expense incident to performing the services included under this agreement; except, that the party of the first part agrees to pay all court costs and filing fees which are required to be paid in conjunction with services provided by the attorney under this agreement.
5. It is specifically agreed that the party of the second part is an independent contractor and the party of the second part shall perform the services herein provided according to his own judgment and method and shall not be subject to the control of the party of the first part except as to the result of his work.

6. The party of the second part shall not under any circumstance be considered an employee of the party of the first part. The party of the first part shall not withhold federal or state taxes from sums to be paid to the party of the second part pursuant to this agreement.

IN TESTIMONY WHEREOF, said parties have executed this contract in triplicate originals, one of which is to be retained by the party of the first part, one of which is to be retained by the parties of the second part, and one of which is to be filed with Child Support Enforcement Section, Division of Social Services of the Department of Human Resources, Raleigh, North Carolina.

Joseph Weinberger, Jr., Attorney At Law

________________________    __________________________
Signature                          Date

David B. Newell, Sr.

________________________    __________________________
Chairman, County Commissioners  Date
ATTACHMENT C

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
AND CERTIFICATION REGARDING NONDISCRIMINATION

Person County Department of Social Services

I. By execution of this Agreement the Contractor certifies that it will provide a drug-free workplace by:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor’s workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing a drug-free awareness program to inform employees about:
   (1) The dangers of drug abuse in the workplace;
   (2) The Contractor’s policy of maintaining a drug-free workplace;
   (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
   (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

C. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (A);

D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the agreement, the employee will:
   (1) Abide by the terms of the statement; and
   (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

E. Notifying the County within ten days after receiving notice under subparagraph (D)(2) from an employee or otherwise receiving actual notice of such conviction;

F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (D)(2), with respect to any employee who is so convicted:
   (1) Taking appropriate personnel action against such an employee, up to and including termination; or
   (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).
The site(s) for the performance of work done in connection with the specific agreement are listed below:

114 North Main Street, Roxboro, NC 27573

Contractor will inform the County of any additional sites for performance of work under this agreement.

False certification or violation of the certification shall be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment
45 C.F.R. Section 82.510. Section 4 CFR Part 85, Section 85.615 and 86.620.

Certification Regarding Nondiscrimination

The Vendor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

Joseph Weinberger, Jr., Attorney At Law

________________________  ______________________
Signature                  Date

David B. Newell, Sr.

________________________  ______________________
Chairman, County Commissioners                  Date
ATTACHMENT D:

CONFLICT OF INTEREST

The Board of Directors/Trustees or other governing persons, officers, employees or agents are to avoid any conflict of interest, even the appearance of a conflict of interest. The Organization's Board of Directors/Trustees or other governing body, officers, staff and agents are obligated to always act in the best interest of the organization. This obligation requires that any Board member or other governing person, officer, employee or agent, in the performance of Organization duties, seek only the furtherance of the Organization mission. At all times, Board members or other governing persons, officers, employees or agents, are prohibited from using their job title, the Organization's name or property, for private profit or benefit.

A. The Board members or other governing persons, officers, employees, or agents of the Organization should neither solicit nor accept gratuities, favors, or anything of monetary value from current or potential contractors/vendors, persons receiving benefits from the Organization or persons who may benefit from the actions of any Board member or other governing person, officer, employee or agent. This is not intended to preclude bona-fide Organization fund raising-activities.

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

C. No Board member or other governing person, officer, employee, or agent of the Organization shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his knowledge, any of the following has a financial interest in that purchase or contract:
   1. The Board member or other governing person, officer, employee, or agent;
   2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
   3. An organization in which any of the above is an officer, director, or employee;
   4. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.

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

E. Board Action -- When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists. In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of and vote of the Board of Directors/Trustees or other governing body.

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

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

1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.

2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

NOTARIZED CONFLICT OF INTEREST POLICY

Joseph Weinberger, Jr.

_________________________________           ________________
Signature        Date

NORTH CAROLINA
PERSON COUNTY

I, __________________________, a Notary Public of said County and State do hereby certify that Joseph Weinberger, Jr., Attorney at Law, personally appeared before me this date and acknowledged the due execution of the foregoing agreement for the purposes therein expressed and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held on the __________ day of ___________, __________.

Sworn to and subscribed before me this _________ day of ______________________, 2019.

______________________________
Notary Public

My Commission expires: _________________
ATTACHMENT E – OVERDUE TAXES

Joe Weinberger, Jr.
Attorney and Counselor at Law
114 NORTH MAIN STREET
P.O. BOX 1215
ROXBORO, NORTH CAROLINA 27573

To: Person County Department of Social Services

Certification:

I, Joseph Weinberger, Jr., certify that I do not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. I further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S.) 143C-10-1b.

Sworn Statement:

I, Joseph Weinberger, Jr., being duly sworn, say that the foregoing certification is true, accurate and complete to the best of my knowledge and was made and subscribed by me. I also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

Joseph Weinberger, Jr., Attorney At Law

________________________________  ________________________
Signature                        Date

NORTH CAROLINA
PERSON COUNTY

Sworn to and subscribed before me this _________ day of ______________________, 2019.

________________________________
Notary Public

My Commission expires: _________________

¹G.S. 105-243.1 defines: Overdue tax debt. – Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement.”
ATTACHMENT G

Person County Department of Social Services

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal, state or local government agency, a Member of Congress, a Member of the General Assembly, an officer or employee of Congress, an officer or employee of the General Assembly, an employee of a Member of Congress, or an employee of a Member of the General Assembly in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Notwithstanding other provisions of federal OMB Circulars-CFR Title 2, Grants and Agreements, Part 200, costs associated with the following activities are unallowable:

Paragraph A.

(1) Attempts to influence the outcomes of any Federal, State, or local election, referendum, initiative, or similar procedure, through in kind or cash contributions, endorsements, publicity, or similar activity;

(2) Establishing, administering, contributing to, or paying the expenses of a political party, campaign, political action committee, or other organization established for the purpose of influencing the outcomes of elections;

(3) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation through communication with any member or employee of the Congress or State legislature (including efforts to influence State or local officials to engage in similar lobbying activity), or with any Government official or employee in connection with a decision to sign or veto enrolled legislation;

(4) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation by preparing, distributing or using publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or
participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign; or

(5) Legislative liaison activities, including attendance at legislative sessions or committee hearings, gathering information regarding legislation, and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in unallowable lobbying.

The following activities as enumerated in Paragraph B are excepted from the coverage of Paragraph A:

**Paragraph B.**

(1) Providing a technical and factual presentation of information on a topic directly related to the performance of a grant, contract or other agreement through hearing testimony, statements or letters to the Congress or a State legislature, or subdivision, member, or cognizant staff member thereof, in response to a documented request (including a Congressional Record notice requesting testimony or statements for the record at a regularly scheduled hearing) made by the recipient member, legislative body or subdivision, or a cognizant staff member thereof; provided such information is readily obtainable and can be readily put in deliverable form; and further provided that costs under this section for travel, lodging or meals are unallowable unless incurred to offer testimony at a regularly scheduled Congressional hearing pursuant to a written request for such presentation made by the Chairman or Ranking Minority Member of the Committee or Subcommittee conducting such hearing.

(2) Any lobbying made unallowable by subparagraph A (3) to influence State legislation in order to directly reduce the cost, or to avoid material impairment of the organization's authority to perform the grant, contract, or other agreement.

(3) Any activity specifically authorized by statute to be undertaken with funds from the grant, contract, or other agreement.

**Paragraph C.**

(1) When an organization seeks reimbursement for indirect costs, total lobbying costs shall be separately identified in the indirect cost rate proposal, and thereafter treated as other unallowable activity costs in accordance with the procedures of subparagraph B.(3).

(2) Organizations shall submit, as part of the annual indirect cost rate proposal, a certification that the requirements and standards of this paragraph have been complied with.

(3) Organizations shall maintain adequate records to demonstrate that the determination of costs as being allowable or unallowable pursuant to this section complies with the requirements of this Circular.

(4) Time logs, calendars, or similar records shall not be required to be created for purposes of complying with this paragraph during any particular calendar month when: (1) the employee engages in lobbying (as defined in subparagraphs (a) and (b)) 25 percent or less of the employee's compensated hours of employment during that calendar month, and (2) within the preceding five-year period, the organization has not materially misstated allowable or unallowable costs of any nature, including legislative lobbying costs. When conditions (1) and (2) are met, organizations are not required to establish records to support the allowability of claimed costs in addition to records already required or maintained. Also, when conditions (1) and (2) are met, the absence of time logs, calendars, or similar records will not serve as a basis for disallowing costs by contesting estimates of lobbying time spent by employees during a calendar month.

(5) Agencies shall establish procedures for resolving in advance, in consultation with OMB, any significant questions or disagreements concerning the interpretation or application of this section. Any such advance resolution shall be binding in any subsequent settlements, audits or investigations with respect to that grant or contract for purposes of interpretation of this Circular; provided, however, that this shall not be construed to prevent a contractor or grantee from contesting the lawfulness of such a determination.

**Paragraph D.**

Executive lobbying costs. Costs incurred in attempting to improperly influence either directly or indirectly, an employee or officer of the Executive Branch of the Federal Government to give consideration or to act regarding a sponsored agreement or a regulatory matter are unallowable. Improper influence means any influence that induces or tends to induce a Federal employee or officer to give consideration or to act regarding a federally sponsored agreement or regulatory matter on any basis other than the merits of the matter.
Joseph Weinberger, Jr., Attorney At Law

______________________________          ____________________________
Signature                        Date

David B. Newell, Sr.

______________________________          ____________________________
Chairman, County Commissioners    Date
ATTACHMENT H

PERSON COUNTY DEPARTMENT OF SOCIAL SERVICES
CERTIFICATION REGARDING DEBARMEMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant will provide immediate written notice to the person to whom the proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency of which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge
and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Joseph Weinberger, Jr., Attorney At Law

Signature ___________________________ Date ___________________________

David B. Newell, Sr.

Chairman, County Commissioners ___________________________ Date ___________________________
ATTACHMENT I

PERSON COUNTY
DEPARTMENT OF SOCIAL SERVICES
BUSINESS ASSOCIATE ADDENDUM

This Agreement is made effective the 1st day of July, 2019, by and between Person County Department of Social Services (“Covered Entity”) and Joseph Weinberger, Jr., Attorney at Law (“Business Associate”) (collectively the “Parties”).

1. BACKGROUND

a. Covered Entity and Business Associate are parties to a contract entitled Legal Services Contract (the “Contract”), whereby Business Associate agrees to perform certain services for or on behalf of Covered Entity.
b. Covered Entity is an organizational unit of Person County as the Person County Department of Social Services (DSS) as a health care component for purposes of the HIPAA Privacy Rule.
c. The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is or may be a “business associate” within the meaning of the HIPAA Privacy Rule.
d. The Parties enter into this Business Associate Addendum to the Contract with the intention of complying with the HIPAA Privacy Rule provision that a covered entity may disclose protected health information to a business associate, and may allow a business associate to create or receive protected health information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.

2. DEFINITIONS

Unless some other meaning is clearly indicated by the context, the following terms shall have the following meaning in this Agreement:

b. “Individual” shall have the same meaning as the term “individual” in 45 CFR160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
c. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
d. “Protected Health Information” shall have the same meaning as the term “protected health information” in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
e. “Required By Law” shall have the same meaning as the term “required by law” in 45 CFR 164.103.
f. “Secretary” shall mean the Secretary of the United States Department of Health and Human Services or his designee.
3. OBLIGATIONS OF BUSINESS ASSOCIATE

a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.
b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
d. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
e. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
f. Business Associate agrees to provide access, at the request of Covered Entity, to Protected Health Information in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
g. Business Associate agrees, at the request of the Covered Entity, to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526.
h. Unless otherwise prohibited by law, Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, available to the Covered Entity, or to the Person County Department of Social Services, in a time and manner designated by the Secretary, for purposes of determining Covered Entity's compliance with the Privacy Rule.
i. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, and to provide this information to Covered Entity or an Individual to permit such a response.

4. PERMITTED USES AND DISCLOSURES

a. Except as otherwise limited in this Agreement or by other applicable law or agreement, if the Contract permits, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Contract, provided that such use or disclosure:

1) would not violate the Privacy Rule if done by Covered Entity; or
2) would not violate the minimum necessary policies and procedures of the Covered Entity.
b. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Protected Health Information as necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

c. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that:

1) disclosures are Required By Law; or
2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

d. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).

e. Notwithstanding the foregoing provisions, Business Associate may not use or disclose Protected Health Information if the use or disclosure would violate any term of the Contract or other applicable law or agreements.

5. TERM AND TERMINATION

a. Term. This Agreement shall be effective as of the effective date stated above and shall terminate when the Contract terminates.

b. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:

1) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement and services provided by Business Associate, to the extent permissible by law, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
2) Immediately terminate this Agreement and services provided by Business Associate, to the extent permissible by law; or
3) If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy Rule.

c. Effect of Termination.

1) Except as provided in paragraph (2) of this section or in the Contract or by other applicable law or agreements, upon termination of this Agreement and services provided by Business Associate, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
2) In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

6. GENERAL TERMS AND CONDITIONS

a. This Agreement amends and is part of the Contract.
b. Except as provided in this Agreement, all terms and conditions of the Contract shall remain in force and shall apply to this Agreement as if set forth fully herein.
c. In the event of a conflict in terms between this Agreement and the Contract, the interpretation that is in accordance with the Privacy Rule shall prevail. In the event that a conflict then remains, the Contract terms shall prevail so long as they are in accordance with the Privacy Rule.
d. A breach of this Agreement by Business Associate shall be considered sufficient basis for Covered Entity to terminate the Contract for cause.

Joseph Weinberger, Jr., Attorney At Law

__________________________________________  __________________________
Signature                                                                 Date

David B. Newell, Sr.

__________________________________________  __________________________
Chairman, County Commissioners                                                                 Date
Attachment M

State Certification

Contractor Certifications Required by North Carolina Law

Instructions

The person who signs this document should read the text of the statutes listed below and consult with counsel and other knowledgeable persons before signing.

- The text of Article 2 of Chapter 64 of the North Carolina General Statutes can be found online at: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf

- The text of G.S. 105-164.8(b) can be found online at: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf

- The text of G.S. 143-48.5 (S.L. 2013-418, s. 2.(d)) can be found online at: http://www.ncga.state.nc.us/Sessions/2013/Bills/House/PDF/H786v6.pdf

- The text of G.S. 143-59.1 can be found online at: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf

- The text of G.S. 143-59.2 can be found online at: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf

- The text of G.S. 147-33.95(g) (S.L. 2013-418, s. 2.(e)) can be found online at: http://www.ncga.state.nc.us/Sessions/2013/Bills/House/PDF/H786v6.pdf

Certifications

(1) Pursuant to G.S. 143-48.5 and G.S. 147-33.95(g), the undersigned hereby certifies that the Contractor named below, and the Contractor’s subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov

Local government is specifically exempt from Article 2 of Chapter 64 of the North Carolina General Statutes. However, local government is subject to and must comply with North Carolina General Statute §153A-99.1., which states in part as follows:

Counties Must Use E-Verify. - Each county shall register and participate in E-Verify to verify the work authorization of new employees hired to work in the United States.

(2) Pursuant to G.S. 143-59.1(b), the undersigned hereby certifies that the Contractor named below is not an “ineligible Contractor” as set forth in G.S. 143-59.1(a) because:

(a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); and

(b) [check one of the following boxes]
Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a “tax haven country” as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; or

The Contractor or one of its affiliates has incorporated or reincorporated in a “tax haven country” as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 but the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.

(3) Pursuant to G.S. 143-59.2(b), the undersigned hereby certifies that none of the Contractor’s officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.

(4) The undersigned hereby certifies further that:

(a) He or she is a duly authorized representative of the Contractor named below;

(b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and

(c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

Contractor’s Name: Joseph Weinberger, Jr.

<table>
<thead>
<tr>
<th>Signature of Contractor’s Authorized Agent</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Printed Name of Contractor’s Authorized Agent</td>
<td>Title</td>
</tr>
<tr>
<td>Joseph Weinberger, Jr.</td>
<td>Attorney at Law</td>
</tr>
<tr>
<td>Signature of Witness</td>
<td>Title</td>
</tr>
<tr>
<td>Printed Name of Witness</td>
<td>Date</td>
</tr>
</tbody>
</table>

The witness should be present when the Contractor’s Authorized Agent signs this certification and should sign and date this document immediately thereafter.
CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT, CLEAN WATER ACT

Certification Regarding Nondiscrimination

Joseph Weinberger, Jr. certifies that he will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

Joseph Weinberger, Jr. must comply with Executive Order 11246, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over $10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

Meaningful Access for LEP Individuals: Joseph Weinberger, Jr., to participate in the SNAP must take reasonable steps to ensure that LEP persons have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single language minorities in certain project areas. SNAP Contractors that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in the Food and Nutrition Act of 2008, as amended, Title VI of the Civil Rights Act of 1964 (Title VI) and SNAP program regulations at 7 CFR 272A(b). They also risk noncompliance with the USDA policy guidance titled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", published in 79 FR 70771 - 70784 (November 28, 2014).

Joseph Weinberger, Jr. should develop an implementing plan to address the language assistance needs of the LEP population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. LEP needs should be considered in developing budgets and front line staff should understand how to obtain language assistance services. For additional assistance and information regarding LEP matters, please also visit http://www.lep.gov.

Ensuring Equal Opportunity Access for Persons with Disabilities: Joseph Weinberger, Jr. must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications
with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations.

DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (TTY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: http://www.ada.gov.

IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)

a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.

b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).

c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]


a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such
conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.

b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.

c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:

   (i) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and

   (ii) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.

f. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.

g. In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).
AGENDA ABSTRACT

Meeting Date: July 22, 2019

Agenda Title: Home & Community Care Block Grant (HCCBG) REVISED 2018-2019 Final Reports

Summary of Information:
Person County Senior Center received a total of $323,445 allocated between Congregate and Home Delivered Nutrition, Transportation, In-Home Aide II and III, Home Care CDS and Operations. FY 2017-18 REVISED funding plan to reflect actual spending attached.

Recommended Action: Approval of revised, Person County Senior Center Provider Service allocations.

Submitted By: Maynell Harper, Aging Services Director
## Home and Community Care Block Grant for Older Adults

### County Funding Plan

#### Provider Services Summary

<table>
<thead>
<tr>
<th>Services</th>
<th>Ser. Delivery</th>
<th>Block Grant Funding</th>
<th>Required</th>
<th>Net* Serv Cost</th>
<th>NSIP Subsidy</th>
<th>Total Funding</th>
<th>Projected HCCBG Units</th>
<th>Projected Reimburse Rate</th>
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</table>

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

**Daily Care**          **ADC**  **ADHC**

Certification of required minimum local match availability.

Required local match will be expended simultaneously with Block Grant Funding.

Authorized Signature, Title  
Community Service Provider  
Date

Signature, County Finance Officer  
Date

Signature, Chairman, Board of Commissioners  
Date
AGENDA ABSTRACT

Meeting Date: July 22, 2019

Agenda Title: Home & Community Care Block Grant (HCCBG) Funding 2019-2020

Summary of Information: Home and Community Care Block Grant for Older Adults contract between County of Person and the Kerr-Tar Area Agency on Aging for grant funding.

Recommended Action: Approval of the HCCBG Agreement for the Provision of County Based Aging Services

Submitted By: Maynell Harper, Aging Services Director
July 1, 2019 through June 30, 2020

Home and Community Care Block Grant for Older Adults

Agreement for the Provision of County-Based Aging Services

This Agreement, entered into as of this 1st day of July, 2019, by and between the County of Person (hereinafter referred to as the "County") and the Kerr-Tar Area Agency on Aging, (hereinafter referred to as the "Area Agency").

Witnesseth That:

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

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

1. As provided in the Area Plan, community service providers shall be those specified by the County to encourage maximum collocation and coordination of services for older persons are as follows:
   Region K Community Assistance Corporation
   Person County Department of Social Services

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

2. Availability of Funds. The terms set forth in this Agreement for payment are contingent upon the receipt of Home and Community Care Block Grant funding by the Area Agency.
3. Grant Administration. The grant administrator for the Area Agency shall be Nancy Francis, Aging Director (title). The grant administrator for the County shall be Heidi York, County Manager (title). It is understood and agreed that the grant administrator for the County shall represent the County in the performance of this Agreement. The County shall notify the Area Agency in writing if the administrator changes during the grant period. Specific responsibilities of the grant administrator for the County are provided in paragraph seven (7) of this Agreement.

4. Services authorized through the County Funding Plan, as specified on the Provider Services Summary format(s) (DAAS-732) are to commence no later than July 1 of the state fiscal year and shall be undertaken and pursued in such sequence as to assure their expeditious completion. All services required hereunder shall be completed on or before the end of the Agreement period, June 30 of the state fiscal year.

5. Assignability and Contracting. The County shall not assign all or any portion of its interest in this Agreement. Any purchase of services with Home and Community Care Block Grant for Older Adults funding shall be carried out in accordance with the procurement and contracting policy of the community services provider or, where applicable, the Area Agency, which does not conflict with procurement and contracting requirements contained in 45 CFR Part 75, Subpart D-Post Federal Award Requirements, Procurement Standards. Federal funds shall not be awarded to any subrecipients who have been suspended or debarred by the Federal government. In addition, Federal funds may not be used to purchase goods or services costing over $100,000 from a vendor that has been suspended or debarred from Federal grant programs.

6. Compensation and Payments to the County. The County shall be compensated for the work and services actually performed under this Agreement by payments to be made monthly by the Area Agency. Total reimbursement to the community service providers under this Agreement may not exceed the grant total of Block Grant funding, as specified on the Provider Services Summary format (DAAS-732).

(a) Interim Payments to the County

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

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

c) **Role of the County Finance Director**

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

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

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

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

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

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

Unless community services providers have been given the capacity to enter data into the Aging Resources Management System (ARMS), Area Agencies on Aging are responsible for entering amended service data into the Division of Aging and Adult Services Management Information System, as specified in the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers, revised February 17, 1997.

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

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

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

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

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>Annual Expenditures</th>
<th>Report Required to AAA</th>
<th>Allowable Cost for Reporting</th>
</tr>
</thead>
</table>
• Less than $25,000 in State or Federal funds
  Certification form and State Grants Compliance Reporting <$25,000 (item # 11, Activities and Accomplishments does not have to be completed)
  OR
  Audited Financial Statements in Compliance with GAO/GAS (i.e. Yellow Book)

• Greater than $25,000 and less that $500,000 in State Funds or $750,000 in Federal Funds
  Certification form and Schedule of Grantee Receipts >$25,000 and Schedule of Receipts and Expenditures
  OR
  Audited Financial Statements in Compliance with GAO/GAS (i.e. Yellow Book)

• $500,000 + in State funds but Federal pass through in an amount less than $750,000
  Audited Financial Statement in compliance with GAO/GAS (i.e. Yellow Book)
  May use State funds, but not Federal Funds

• $500,000+ in State funds and $750,000+ in Federal pass through funds
  Audited Financial Statement in compliance with OMB Uniform Guidance 2 CFR Part 200 (i.e. Single Audit)
  May use State and Federal funds

• Less than $500,000 in State funds and $750,000+ in Federal pass through funds
  Audited Financial Statement in compliance with OMB Uniform Guidance 2 CFR Part (i.e. Single Audit)
  May use Federal funds, but not State funds.

12. **Audit/Assessment Resolutions and Disallowed Cost.** It is further understood that the community service providers are responsible to the Area Agency for clarifying any audit exceptions that may arise from any Area Agency assessment, county or community service
provider single or financial audit, or audits conducted by the State or Federal Governments. In the event that the Area Agency or the Department of Health and Human Services disallows any expenditure made by the community service provider for any reason, the County shall promptly repay such funds to the Area Agency once any final appeal is exhausted in accordance with paragraph nine (9). The only exceptions are if the Area Agency on Aging is designated as a community service provider through the County Funding Plan or, if as a part of a procurement process, the Area Agency on Aging enters into a contractual agreement for service provision with a provider which is in addition to the required County Funding Plan formats. In these exceptions, the Area Agency is responsible for any disallowed costs. The County or Area Agency on Aging can recoup any required payback from the community service provider in the event that payback is due to a community service provider's failure to meet OMB Uniform Guidance CFR 2 Part 200, 45 CFR Part 1321 or state eligibility requirements as specified in policy.

13. **Indemnity.** The County agrees to indemnify and save harmless the Area Agency, its agents, and employees from and against any and all loss, cost, damages, expenses, and liability arising out of performance under this Agreement to the extent of errors or omissions of the County.

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

15. **Data to be Furnished to the County.** All information which is existing, readily available to the Area Agency without cost and reasonably necessary, as determined by the Area Agency's staff, for the performance of this Agreement by the County shall be furnished to the County and community service providers without charge by the Area Agency. The Area Agency, its agents and employees, shall fully cooperate, with the County in the performance of the County's duties under this Agreement.

16. **Rights in Documents, Materials and Data Produced.** The County and community service providers agree that at the discretion of the Area Agency, all reports and other data prepared by or for it under the terms of this Agreement shall be delivered to, become and remain, the property of the Area Agency upon termination or completion of the work. Both the Area Agency and the County shall have the right to use same without restriction or limitation and without compensation to the other. For the purposes of this Agreement, "data" includes writings, sound recordings, or other graphic representations, and works of similar nature. No reports or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the County.
17. **Interest of the Board of Commissioners.** The Board of Commissioners covenants that neither the Board of Commissioners nor its agents or employees presently has an interest, nor shall acquire an interest, direct or indirect, which conflicts in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the service hereunder in an impartial and unbiased manner.

18. **Interest of Members of the Area Agency, Lead Regional Organization, and Others.** No officer, member or employee of the Area Agency or Lead Regional Organization, and no public official of any local government which is affected in any way by the Project, who exercises any function or responsibilities in the review or approval of the Project or any component part thereof, shall participate in any decisions relating to this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; nor shall any such persons have any interest, direct or indirect, in this Agreement or the proceeds arising there from.

19. **Officials not to Benefit.** No member of or delegate to the Congress of the United States of America, resident Commissioner or employee of the United States Government, shall be entitled to any share or part of this Agreement or any benefits to arise here from.

20. **Prohibition Against Use of Funds to Influence Legislation.** No part of any funds under this Agreement shall be used to pay the salary or expenses of any employee or agent acting on behalf of the County to engage in any activity designed to influence legislation or appropriations pending before Congress.

21. **Confidentiality and Security.** Any client information received in connection with the performance of any function of a community service provider or its subcontractors under this Agreement shall be kept confidential. The community service provider acknowledges that in receiving, storing, processing, or otherwise handling any confidential information, the agency and any subcontractors will safeguard and not further disclose the information except as provided in this Agreement and accompanying documents.

22. **Record Retention and Disposition.** All state and local government agencies, nongovernmental entities, and their subrecipients, including applicable vendors, that administer programs funded by federal sources passed through the NC DHHS and its divisions and offices are expected to maintain compliance with the NC DHHS record retention and disposition schedule and any agency-specific program schedules developed jointly with the NC Department of Cultural Resources, Division of Archives and Records. Retention requirements apply to the community service providers funded under this Agreement to provide Home and Community Care Block Grant services. Information on retention requirements is posted at [http://www.nchdhhs.gov/control/retention/retention.htm](http://www.nchdhhs.gov/control/retention/retention.htm) and updated semi-annually by the NC DHHS Controller’s Office. By funding source and state fiscal year, this schedule lists the earliest date that grant records in any format may be destroyed. The Division of Archives and

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

In addition to record retention requirements for records in any format, the long-term and/or permanent preservation of electronic records require additional commitment and active management by agencies. The community service provider will comply with all policies, standards, and best practices published by the Division of Aging and Adult Services regarding the creation and management of electronic records.
23. **Applicable Law.** This Agreement is executed and is to be performed in the State of North Carolina, and all questions of interpretation and construction shall be construed by the laws of such State.

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

**Person County**

Attest:

______________________________  By: ________________________________

Chairman, Board of Commissioners

**Area Agency**

Attest:

______________________________  By: ________________________________

Area Agency Director          Executive Director,
Lead Regional Organization

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

BY: ________________________________

FINANCE OFFICER, Lead Regional Organization
AGENDA ABSTRACT

Meeting Date:    July 22, 2019

Agenda Title:   Tax Adjustments for July 2019

Summary of Information: Attached please find the tax releases and motor vehicle pending refunds:


Recommended Action: Motion to accept reports and authorize refunds.

Submitted By: Russell Jones, Tax Administrator
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**NET RELEASES PRINTED:** 490.19

**TOTAL TAXES RELEASED** 490.19
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## FIREADVL.TAX - Fire District Tax

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## FIREPEN.FEE - Fire LateList

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<td>TIMBERLAKE, NC 27583</td>
<td>Proration</td>
<td>Reg . Out of state</td>
<td>05/16/2019</td>
<td>01 Tax (10.15)</td>
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<td>01 Tax (9.73)</td>
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<td>PERKINS, WILLIAM GARY</td>
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<td>06/04/2019</td>
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<td>Refund Reason</td>
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<td>06/26/2019</td>
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<td>$2.49</td>
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<td>06/17/2019</td>
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<td>ROGERS, SABRINA FRANCINE</td>
<td>ROXBORO, NC 27573</td>
<td>Proration</td>
<td>Insurance Lapse</td>
<td>06/28/2019</td>
<td>01 Tax ($40.37)</td>
<td>50 Tax</td>
<td>($38.64)</td>
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<td>50 Vehicle $0.00</td>
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<td>ROYSTER, CAROLYN JEAN</td>
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<td>06/14/2019</td>
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<td>SHAW, BRIDGET CLAYTON</td>
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<td>05/16/2019</td>
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<td>05/31/2019</td>
<td>01 Tax ($6.65)</td>
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<td>Situs error</td>
<td>06/17/2019</td>
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<td>SUMNER, JONATHAN ANDREW II</td>
<td>ROXBORO, NC 27574</td>
<td>Proration</td>
<td>Vehicle Sold</td>
<td>05/20/2019</td>
<td>01 Tax ($12.48)</td>
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<td>SWANN, PATRICIA BURTON</td>
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<td>Proration</td>
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<td>06/20/2019</td>
<td>01 Tax ($33.61)</td>
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<td>Create Date</td>
<td>Tax Jurisdiction</td>
<td>Levy Type</td>
<td>Total Change</td>
</tr>
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<tr>
<td>WALKER, CALE LEE</td>
<td>ROXBORO, NC 27574</td>
<td>Proration</td>
<td>Vehicle Sold</td>
<td>06/12/2019</td>
<td>01 Tax ($220.50)</td>
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<td>60 Tax ($3.15)</td>
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<td>$223.65</td>
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<td>Proration</td>
<td>Vehicle Totalled</td>
<td>05/15/2019</td>
<td>01 Tax ($132.79)</td>
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<td></td>
<td>$134.69</td>
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<tr>
<td>WILLET, MARK TODD</td>
<td>ROUGEMONT, NC 27572</td>
<td>Proration</td>
<td>Vehicle Sold</td>
<td>06/07/2019</td>
<td>01 Tax ($16.52)</td>
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<td>$16.75</td>
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</table>
Meeting Date: July 22, 2019

Agenda Title: Tax Collector Settlement

Summary of Information: As required by G.S. 105-373(a)(3), an annual settlement for taxes for the current fiscal year and all previous years must be made with the governing body of the taxing unit. The settlement report is attached.

Recommended Action: Motion to accept report.

Submitted By: Russell Jones, Tax Administrator
2018
Tax Collector Settlement
Introduction:

Per N.C. General Statute 105-373 the Tax Collector must make a report of settlement for the fiscal Year 2018-2019 and prior years.
### 2018 County Levy

#### Real/Personal Property

<table>
<thead>
<tr>
<th>Total Billed</th>
<th>Actual Collections</th>
<th>Uncollected</th>
<th>% Collected</th>
</tr>
</thead>
<tbody>
<tr>
<td>$23,510,913.96</td>
<td>$23,141,545.27</td>
<td>$369,368.69</td>
<td>98.43%</td>
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</tbody>
</table>

#### Public Service

<table>
<thead>
<tr>
<th>Total Billed</th>
<th>Actual Collections</th>
<th>Uncollected</th>
<th>% Collected</th>
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</thead>
<tbody>
<tr>
<td>$6,143,129.09</td>
<td>$6,143,129.09</td>
<td>$.00</td>
<td>100.00%</td>
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#### Motor Vehicles

<table>
<thead>
<tr>
<th>Total Billed</th>
<th>Actual Collections</th>
<th>Uncollected</th>
<th>% Collected</th>
</tr>
</thead>
<tbody>
<tr>
<td>$2,831,921.41</td>
<td>$2,828,180.65</td>
<td>$3,740.76</td>
<td>99.87%</td>
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</tbody>
</table>
### Total 2018 County Levy

<table>
<thead>
<tr>
<th>Combined Collections</th>
<th></th>
<th></th>
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<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Billed</td>
<td>$32,485,964.46</td>
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</tr>
<tr>
<td>Actual Collections</td>
<td>$32,112,855.01</td>
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</tr>
<tr>
<td>Uncollected</td>
<td>$373,109.45</td>
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</tr>
<tr>
<td>% Collected</td>
<td>98.85%</td>
<td></td>
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</tbody>
</table>

### Total 2018 County Levy-Adjusted

<table>
<thead>
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<th>Combined Collections</th>
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</thead>
<tbody>
<tr>
<td>Total Billed</td>
<td>$32,459,340.94</td>
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<tr>
<td>Actual Collections</td>
<td>$32,112,855.01</td>
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<tr>
<td>Uncollected</td>
<td>$346,485.93</td>
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</tr>
<tr>
<td>% Collected</td>
<td>98.93%</td>
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<td></td>
<td></td>
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<tr>
<td>----------------------</td>
<td>-----------</td>
<td>-----------</td>
<td>-----------</td>
<td>-----------</td>
</tr>
<tr>
<td>Real/Personal Property</td>
<td>98.43%</td>
<td>98.37%</td>
<td>98.39%</td>
<td>98.50%</td>
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<tr>
<td>Public Service</td>
<td>100.00%</td>
<td>100.00%</td>
<td>100.00%</td>
<td>100.00%</td>
</tr>
<tr>
<td>Motor Vehicles</td>
<td>99.87%</td>
<td>99.90 %</td>
<td>99.85 %</td>
<td>99.83 %</td>
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</table>
## 5 Year Comparison Overall Collection Rate

<table>
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<tr>
<th>Date</th>
<th>Collection Rate</th>
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</thead>
<tbody>
<tr>
<td>6/30/2019</td>
<td>98.85%</td>
</tr>
<tr>
<td>6/30/2018</td>
<td>98.81%</td>
</tr>
<tr>
<td>6/30/2017</td>
<td>98.74%</td>
</tr>
<tr>
<td>6/30/2016</td>
<td>98.90%</td>
</tr>
<tr>
<td>6/30/2015</td>
<td>98.69%</td>
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</tbody>
</table>
## Collections Tools Used

<table>
<thead>
<tr>
<th>Tool</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Delinquent Notices</td>
<td>Mailed out in January and May each year</td>
</tr>
<tr>
<td>Advertising</td>
<td>Listed in newspaper early March</td>
</tr>
<tr>
<td>Garnishments</td>
<td>Instructs employer to withhold/submit 10% of gross wages</td>
</tr>
<tr>
<td>Attachment</td>
<td>Instructs bank to withdraw available funds to pay taxes</td>
</tr>
<tr>
<td>Escheats</td>
<td>Also known as NCCash</td>
</tr>
<tr>
<td>Debt Setoff</td>
<td>For debts over $50/submitted against NC Tax Refunds &amp; Lottery Winnings</td>
</tr>
<tr>
<td>Payment Arrangements</td>
<td>Many taxpayers, especially those with fixed income, make payments even before bills are mailed</td>
</tr>
<tr>
<td>Foreclosure</td>
<td>Results in the sale of property at public action</td>
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</tbody>
</table>
## Other Collections

<table>
<thead>
<tr>
<th>Category</th>
<th>Pre-Payment</th>
<th>Collection Fees</th>
<th>Stormwater/Interest</th>
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</thead>
<tbody>
<tr>
<td>Pre-Payment Collection Fees</td>
<td>$142,017.36</td>
<td>$62,221.92</td>
<td>$280,726.11</td>
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<tr>
<td>Prior Year Taxes</td>
<td>$382,011.93</td>
<td>$15,953.52</td>
<td>$353,702.04</td>
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<tr>
<td>County Interest</td>
<td>$126,882.32</td>
<td>$15,595.32</td>
<td>$444.12</td>
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<tr>
<td>Late Listing</td>
<td>$15,709.55</td>
<td>$2,465.00</td>
<td>$4,445,404.17</td>
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<tr>
<td>Grand total for all taxes &amp; fees</td>
<td>- $35,046,049.30</td>
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</table>
### 11th Year Insolvents-2008

<table>
<thead>
<tr>
<th>2008 County Taxes</th>
<th>Original Levy</th>
<th>Balance</th>
<th>%</th>
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</thead>
<tbody>
<tr>
<td>Real Estate/Other</td>
<td>$24,895,375.32</td>
<td>$3,976.95</td>
<td>99.98%</td>
</tr>
<tr>
<td>Vehicle</td>
<td>$2,143,908.73</td>
<td>$7,707.66</td>
<td>99.64%</td>
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<tr>
<td>Final Collection Rate Overall</td>
<td>$27,039,284.05</td>
<td>$11,684.61</td>
<td>99.96%</td>
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## Other Tax Office Items

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
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<tbody>
<tr>
<td>Deceased Owners</td>
<td>288 bills with a 2018 amount due of $70,080</td>
</tr>
<tr>
<td>Important Tax Dates</td>
<td>Mailed new notices to help citizens understand tax requirements, deadlines, and assistance programs</td>
</tr>
<tr>
<td>Gap Billing</td>
<td>Created 1,956 new bills, county taxes due of $30,836.76, collected $22,282.92, or just over 72%.</td>
</tr>
<tr>
<td>New software</td>
<td>Finalized the mobile version of Bi-Tek in order to place technology in the field.</td>
</tr>
<tr>
<td>Fire Tax</td>
<td>Successfully implemented and collected the first year of this new tax with a collection rate of 98.91%.</td>
</tr>
<tr>
<td>2021 Revaluation</td>
<td>Field work has started and qualified sales are being used to develop values.</td>
</tr>
</tbody>
</table>
Meeting Date:    July 22, 2019

Agenda Title:    Order to Collect Taxes

Summary of Information: As required by G.S. 105-321, the governing board of the taxing unit must issue an order of collection to tax collectors. This gives the tax collector legal authority to collect taxes. The order is attached.

Recommended Action: Motion to direct Tax Collector to collect taxes for 2019 and all delinquent taxes from prior years.

Submitted By:    Russell Jones, Tax Administrator
County of Person

To the Tax Collector of the County of Person:

You are hereby authorized, empowered, and commanded to collect the taxes set forth in the tax records filed in the office of Person County Tax Office and in the tax receipts herewith delivered to you, in the amounts and from the taxpayers likewise therein set forth. Such taxes are hereby declared to be a first lien upon all real property of the respective taxpayers in the County of Person, and this order shall be a full and sufficient authority to direct, require, and enable you to levy on and sell any real or personal property of such taxpayers, for and on account thereof, in accordance with law.

Witness my hand and official seal, this 22nd day of July, 2019.

_________________________________________________
David B. Newell, Sr., Chairman
Board of Commissioners of Person County

Attest:

_________________________________________________
Brenda B. Reaves, Clerk to the Board
AGENDA ABSTRACT

Meeting Date: July 22, 2019

Agenda Title: Resolution Waiving Competitive Bidding Requirements under NC General Statute 143-129(g) and Approval of Contract for Purchase of Permitting Software

Summary of Information: Funding for the purchase of new permitting software was approved in the Fiscal Year 2020 Capital Improvement Plan. This software will be used by Planning and Zoning, Inspections, GIS, and Environmental Health. Under NCGS 143-129(g), the county may enter into a contract without undergoing the competitive bidding process if a unit of government in another state has entered into a contract within a 12 month period with a vendor for the same type of equipment, if that unit of government utilizes a public, formal bid process for purchasing similar to that required by NC law. St. Lucie County, Florida entered into a contract with Tyler Technologies on November 12, 2018 for permitting software, and offered Person County the same or better costs, terms, and conditions as it did for St. Lucie County. The City of Roxboro will also participate in the contract and will fund the purchase of the software based upon their license usage.

Recommended Action: Approve waiver of competitive bidding requirements under NCGS 143-129(g) and award permitting software contract to Tyler Technologies

Submitted By: Laura Jensen, Interim Assistant County Manager
Person County Board of County Commissioners

Resolution Waiving Competitive Bidding Requirements and Approving a Purchase pursuant to General Statute 143-129(g) (PIGGYBACK EXCEPTION)

Whereas, NC General Statute 143-129(g) authorizes purchases without competitive bidding if a unit of government in another state has entered into a contract within a 12-month period with a vendor for the same type of equipment and services needed by the NC unit of Government if that unit of government utilizes a system of purchasing which is a public, formal bid process substantially similar to that required by NC law; and

Whereas, the Person County Planning and Zoning, Inspections, GIS, and Environmental Health Departments have a need to purchase a new permitting management system; and

Whereas, the previously mentioned departments along with the Person County IT Department have reviewed numerous permitting management systems and recommend the solution provided by Tyler Technologies; and

Whereas, the County of St. Lucie, Florida entered into a contract on November 12, 2018 with Tyler Technologies for such a system; and

Whereas, Tyler Technologies has agreed to offer the same or better cost, terms and conditions to Person County as it did to the County of St. Lucie, Florida.

Now Therefore Be It Resolved by the Person County Board of County Commissioners that it hereby finds it to be in the best interest of Person County to waive competitive bidding requirements and it hereby waives competitive bidding requirements pursuant to NC General Statute 143-129(g) for this contract and awards contract to Tyler Technologies.

Adopted this the 22nd day of July 2019.

David B. Newell, Sr., Chairman
Person County Board of Commissioners

Attest:

Brenda B. Reaves, Clerk to the Board
Sales Quotation For
Person County
Suite 219
304 S Morgan Street
Roxboro, NC  27573-5245

<table>
<thead>
<tr>
<th>Description</th>
<th># Years</th>
<th>Annual Fee</th>
<th>Impl. Hours</th>
<th>Impl. Cost</th>
<th>Data Conversion</th>
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Sub-Total: $55,062.00 $124,250.00 $21,150.00

Less Discount: $2,753.00 $0.00 $0.00

TOTAL: $52,309.00 710 $124,250.00 $21,150.00
### Other Services

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<tr>
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**TOTAL:** $19,100.00

### Summary

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<th>Description</th>
<th>One Time Fees</th>
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<td>Total SaaS</td>
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<td>Total Tyler Software</td>
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<td>Total Tyler Services</td>
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<td>Total 3rd Party Hardware, Software and Services</td>
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<tr>
<td>EnerGov Community Development</td>
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<td><strong>TOTAL:</strong></td>
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<tr>
<td>EnerGov e-Reviews</td>
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<td><strong>TOTAL:</strong></td>
<td></td>
<td><strong>$24,856.00</strong></td>
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</tbody>
</table>

Unless otherwise indicated in the contract or Amendment thereto, pricing for optional items will be held for Six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval:

Date: ____________________________

Print Name: ____________________________

P.O. #: ____________________________

All primary values quoted in US Dollars.
Comments

Conversion prices are based on a single occurrence of the database. If additional databases need to be converted, these will need to be quoted.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Implementation hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust prices accordingly.

The Munis SaaS fees are based on 100 concurrent users. Should the number of concurrent users be exceeded, Tyler reserves the right to re-negotiate the SaaS fees based upon any resulting changes in the pricing categories.

Client agrees that items in this sales quotation are, upon Client's signature of same, hereby added to the Agreement between the parties, and subject to its terms. Additionally, and notwithstanding anything in the Agreement to the contrary, payment for said items shall conform to the following conditions: Licensee fees for Tyler and 3rd party products are due when Tyler makes such software available for download by the Client (for the purpose of this quotation, the 'Availability Date') or delivery (if not software); Maintenance fees, prorated for the term commencing when on the Availability Date and ending on the last day of the current annual support term for Tyler Software currently licensed to the Client, are due on the Availability Date; Fees for services, unless otherwise indicated, plus expenses, are payable upon delivery.

EnerGov's e-Reviews requires Bluebeam Studio Prime, at an estimated yearly subscription cost of $3,000/100 users. Further pricing detail is available by contacting Bluebeam at https://www.bluebeam.com/solutions/studio-prime

Community Development Forms Library Includes: 1 Permits - Building, 1 Permits - Trade, 1 Planning - Certificate, 1 Permits - Occupancy/Completion, 1 Code - Violation Notice.
Sales Quotation For
St. Lucie County
201 S Indian River Dr
Fort Pierce, FL  34950-4336
Phone +1 (772) 462-1777

<table>
<thead>
<tr>
<th>Description</th>
<th>Monthly Fee</th>
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<td>EnerGov Report Toolkit</td>
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## EnerGov SaaS - Silver

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<th>Description</th>
<th>Monthly Fee</th>
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<td>Tyler GIS</td>
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Sub-Total: $245,804.00
Less Discount: $21,711.00
Total: $224,093.00

## EnerGov Professional Services

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Total: $641,300.00

### Summary

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Unless otherwise indicated in the contract or Amendment thereto, pricing for optional items will be held for Six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: ___________________________ Date: ___________________________

Print Name: ___________________________ P.O. #: ___________________________

All primary values quoted in US Dollars.
Comments

Comments e-Planning requires BlueBeam Studio Prime pricing is as follows:

- Bluebeam Studio Prime Level 1 (up to 100 users), Subscription - $2,340
- Bluebeam Studio Prime Level 2 (up to 200 users), Subscription - $4,140
- Bluebeam Studio Prime Level 3 (up to 500 users), Subscription - $9,540
- Bluebeam Studio Prime Level 4 (up to 1000 users), Subscription - $17,940

EnerGov monthly fees are rounded, excluding cents.

EnerGov SaaS includes up to 1GB of storage. Should additional storage be needed it may be purchased as needed at an annual fee of $3,000 per TB.

Professional services fees for the following business scope have been quoted as not-to-exceed.

Unique Business Transactions in Scope = up to 75 Transactions
Template Business Transactions in Scope = up to 5 Transactions
Geo-Rules within Scope = up to 5 Geo-Rules
Intelligent Objects and IAA's within Scope = up to 10 IO/IAA
Custom Reports/Output documents within scope = up to 15 reports
Integrations within scope = 1 (Banner GL Interface)
Data Conversion Sources within scope = 3 (CodeView SQL & Code Enforcement and Growth Management SQL)

(Client intends to configure additional processes, may require assistance from Tyler at the Configuration Services rates set forth in the agreement.)
Public Notice

The Person County Board of Commissioners will consider a waiver of competitive bidding under G.S. 143-129(g) at its regular meeting on July 22, 2019 at 9:00am for the purchase of permitting software for Planning and Zoning, Inspections, GIS, and Environmental Health Departments from Tyler Technologies. The seller having agreed to extend to Person County the same or more favorable prices and terms as set forth in its contract with St. Lucie County, Florida, entered into on November 12, 2018. The Person County Board of Commissioners’ meeting will be held in Room 215 of the County Office Building located at 304 S. Morgan Street, Roxboro, NC 27573. For additional information, contact Laura Jensen at ljensen@personcountync.gov.
AGENDA ABSTRACT

Meeting Date: July 22, 2019

Agenda Title: Addition of Community Training Materials Fee

Summary of Information: Emergency Medical Services will begin conducting Family and Friends CPR classes for the community in FY20. To cover the cost of the materials, a fee of $7 per participant will be assessed. This fee will be added to the FY20 adopted fee schedule for Person County.

Recommended Action: Approve the addition of the Community Training Materials Fee to the FY20 adopted fee schedule

Submitted By: Laura Jensen, Interim Assistant County Manager
AGENDA ABSTRACT

Meeting Date: July 22, 2019

Agenda Title: Appointment to Boards and Committees

Summary of Information:
The Person County Board of Commissioners solicits volunteers through advertisement in the local newspaper as well as posted on the county website to fill positions that are vacant on boards, commissions, authorities, and committees. The Clerk hereby presents the following to applicants for consideration for appointment:

**Juvenile Crime Prevention Council**

1-Year Initial Term: 2-Year Reappointment

1 position for a person under the age of 18 serving on the State Youth Council (no applications received)

1 position representing the faith community,

1) Teresa Johnson requests reappointment

2-Year Term:

1 position for the Chief of Police or his designee; (no applications received)

Duties: Annually reviews the needs of juveniles in the county who are at risk of delinquency or who have been adjudicated, undisciplined, or delinquent and the resources available to address those needs; meets the second Wednesday of each month at 1:00pm.

**Industrial Facilities and Pollution Control Financing Authority**

6-Year Term: 5 positions available

Duties: Approves issuance of industrial and pollution control financing bonds for private industry; meets on an as-needed basis.

1) Dennis Herman requests appointment

Note: Mr. Herman stated he is only available approximately eight months per year, October through May. The Board may nominate and appoint as deemed appropriate or direct the Clerk to place Mr. Herman’s application of interest on file and reactivate once the County received a bonding request to determine his availability.

**Board of Health**

3-Year Term: 1 position for an optometrist

Duties: To be the policy-making, rule-making, and adjudicatory body for the county health department; meets the fourth Monday of each month at 7:00pm.

General Statutes allow for the County to appoint from the general public when there are no interested citizens to represent in their capacity as an optometrist. This has been the practice for this position in the past. The Clerk reports that there were no applications received from an optometrist. Two general public applications have been submitted for Board consideration:
1) Kenneth Strachan requests appointment
2) Dr. Stephen Saunders requests reappointment

By action of the Board of Commissioners on June 17, 2019, the informal interview process was scheduled to take place with the below named applicants on August 5, 2019 starting at 6:00pm.

There are a few updates for consideration:

**Board of Adjustment**
3-Year Term: 1 position available
   1) Andrew Withers withdrew his application on 7/15/2019
   2) Shelia McGhee requests appointment

**Library Advisory Board**
3-Year Term: 1 position available
   1) Anne Gibson requests reappointment
   2) Judith Akers requests appointment

**Piedmont Community College Board of Trustees**
4-Year Term: 1 position available
   1) James J. Woody requests reappointment
   2) Joel Adler requests appointment

**Planning Board**
3-Year Term: 2 positions available plus 1 position for an unexpired term to 6/30/20
   1) Derrick Smith withdrew his application on 7/15/2019
   2) W. Barry Walker requests reappointment
   3) Shelia McGhee request appointment

Update effective 7/1/19:
A member of the Planning Board, Kenneth Malcolm Montgomery has resigned his seat on the Planning Board due to a change in his work schedule. This presents a vacancy for the remainder of his term.

**Recommended Action:** Nominate and appoint as deemed appropriate; consider the updates for the above boards related to the informal interviews scheduled for August 5, 2019 at 6:00pm.

**Submitted By:** Brenda B. Reaves, Clerk to the Board
APPLICATION FOR APPOINTMENT TO PERSON COUNTY AUTHORITIES, BOARDS, COMMISSIONS, AND COMMITTEES

The Person County Board of Commissioners believes all citizens should have the opportunity to participate in governmental decisions. The Board wants to appoint qualified, knowledgeable, and dedicated people to serve on authorities, boards, commissions, and committees. If you have an interest in being considered for appointment to any advertised vacancy, please thoroughly complete the form below before the advertised deadline and choose from the following options:

→ mail to: County Manager’s Office
304 South Morgan Street, Room 212
 Roxboro, North Carolina 27573-5245

→ fax to: (336) 599-1609

Any questions, please call the County Manager’s Office at (336) 597-1720.

Name of Authority, Board, Commission, or Committee applying for JCPC Board Member

Name Teresa Johnson

Address 1751 Chub Lake Rd. City Roxboro, NC Zip 27574

Telephone: Home 336-597-8681 Work 336-503-0050

Occupation Administrator

Business Address 2850 Virgilina Rd. Roxboro, NC 27574

Email Address teresajohnson@yahoo.com

Briefly explain any anticipated conflict of interest you may have if appointed: None

Educational Background: Bachelors in Counseling, Certified Biblical Counseling, Substance Abuse Counselor Intern

Business and Civic Experiences/Skills: Co-Pastor, Operated a Christian School for 9 years

Areas of Expertise and Interest/Skills: I have a passion to see people lives changed for the better

List any Authorities, Boards, Commissions, or Committees presently serving on: Co-Pastor of Zion Christian Center, Co-Chair of HEALED Inc.

Signature ___________________________ 05/30/2019

DATE

281
APPLICATION FOR APPOINTMENT TO PERSON COUNTY AUTHORITIES, BOARDS, COMMISSIONS, AND COMMITTEES

The Person County Board of Commissioners believes all citizens should have the opportunity to participate in governmental decisions. The Board wants to appoint qualified, knowledgeable, and dedicated people to serve on authorities, boards, commissions, and committees. If you have an interest in being considered for appointment to any advertised vacancy, please thoroughly complete the form below before the advertised deadline and choose from the following options:

→ mail to: County Manager’s Office
          304 South Morgan Street, Room 212
          Roxboro, North Carolina 27573-5245

→ fax to: (336) 399-1609

Any questions, please call the County Manager’s Office at (336) 397-1720.

Name of Authority, Board, Commission, or Committee applying for: Financing Authority

Name: Dennis L. Herman

Address: 7052 Virgilina Rd. City: Roxboro, NC Zip: 27574

Telephone: Home: (336) 322-1507 Work: N/A

Occupation: Retired Electrical Engineer and Supervisor

Business Address: N/A

Email Address: fherman51@gmail.com

Briefly explain any anticipated conflict of interest you may have if appointed: None, I believe. I am both pro environment and pro industry.

Educational Background: See attached resume. Vast both educational and background in engineering and industry.

Business and Civic Experiences/Skills: See attached resume for business experience. I have also been very active in my community through Boy Scouting, youth sports activities and coaching, Lions Club, and more recently, Roxboro Elks Lodge 2005.

Areas of Expertise and Interest/Skills: Again, see attached resume.

List any Authorities, Boards, Commissions, or Committees presently serving on: so far

Member only on Roxboro Elks Lodge 2005

Signature: Dennis L. Herman

Date: 7/2/19

Note: October - May in Person County
       June - September in New York
DENNIS L. HERMAN  
7052 Virginia Road  
Roxboro, North Carolina  
(716) 213-3134 (NY)  
(336) 322-1507 (NC)  

OBJECTIVE:  
Roxboro, North Carolina Industrial Facilities and Pollution Control Financing Authority  

SUMMARY:  
Over thirty-nine years of extensive experience with increasing responsibilities in Corporate Design  
Engineering, Quality Assurance, Technical Services, Performance and Operations Departments.  
Areas of expertise include:  
* Development of programs, policies, procedures, specifications and standards.  
* Complete design of capital and non-capital projects including cost control /scheduling.  
* Outage and Construction management including testing, startup and training.  
* Administration and control of Quality Assurance and quality related  
  programs including Continuous Process Improvement/Total Quality Management.  
* Coordination and maintenance of Boiler and Pressure Vessel Repair and High Energy  
Piping Programs including technical support on ASME Codes, NDE and welding activities.  
* Thermal Performance testing, monitoring, trending and reporting.  
* Availability/Reliability monitoring, trending and reporting.  
* Supervision of represented Operations personnel along with the expertise to work in  
harmony with all personnel as a team to achieve common results-oriented goals.  

EXPERIENCE:  

NRG HUNTLEY OPERATIONS, INC.  
Station Shift Supervisor (NRG Huntley Generating Station)  
1999 – 2009  

Station Shift Supervisor (NRG Huntley Generating Station)  
2004 – 2009  

Responsible for the total operation of the Station on a shift in the production of electricity in a safe,  
uninterrupted, environmentally sound and efficient manner to meet market demands. Ultimately  
responsible for personnel safety, environmental regulations, all station assets and security.  

Performance (aka Plant) Engineer (NRG Huntley Generating Station)  
1999 – 2004  

Responsible for NRG Huntley Thermal Performance and Availability/Reliability Programs in addition to  
all the responsibilities listed for Technical Services Engineer.  

Duties include Performance testing, monitoring, trending and reporting; Availability/Reliability  
monitoring, trending and reporting; root cause analysis; other duties as listed for Technical Services  
Engineer.
Accomplishments:
* Wrote NRG Huntley Generating Station Thermal Performance Program
* Developed Thermal Performance Test spreadsheets and analysis modules.
* Developed and implemented Thermal Performance and Availability/Reliability Reports and Unit Report Cards.
* Wrote and implemented NRG Huntley Generating Station High Energy Piping (HEP) Assessment Program

**NIAGARA MOHAWK POWER CORPORATION**


Responsible for C.R. Huntley Station engineering/technical support, design engineering, construction/outage management and Quality Assurance.

Duties include Performance Testing; Availability monitoring; implementation of Boiler Tube Failure Reduction Program; management of Predictive Maintenance Program; coordination and maintenance of Boiler and Pressure Vessel Repair Program; design, procurement and scheduling of capital and non-capital projects; construction and outage contractor management; Quality Assurance/Quality Control representative for supplier/contractor qualification, shop Inspections, receipt and NDE inspections; root cause/failure analysis.

Accomplishments:
* Developed and implemented Predictive Maintenance Program at C.R. Huntley Station.
* Implemented RTX software program to enhance station Performance Testing, trending and root cause analysis.
* Developed and administered Quality Program to obtain New York State "Owner/User Authorization" for repair of Boiler and Pressure Vessels.
* Facilitated TQM/Quality Process Improvement Program to improve unit performance and heat rate.

**Senior Quality Assurance Engineer** (C.R. Huntley Station) 1987 - 1994

Responsible for total administration and control of Quality Assurance Program and promoting quality principles at C.R. Huntley Station. Facilitator for Continuous Process Improvement/Total Quality Management Program.

Duties included technical support; engineering assurance; surveillance; inspection; audit; program and procedure verification; supplier/contractor qualification; root cause/failure analysis; problem identification, reporting and resolution. Work in harmony with others toward common, results oriented goals.
Supervisor - Q.A. Fossil Operations (Buffalo, NY) 1986-1987
Responsible for the development, coordination and implementation of the Non-Nuclear Quality Assurance Program.

Associate Senior Q.A. Engineer (Buffalo, NY) 1983-1986
Associate Senior Q.A. Engineer-Nuclear (Oswego, NY) 1982-1983

HOOKER CHEMICAL AND PLASTICS CORPORATION 1981-1982
Niagara Falls, New York

Senior Electrical Engineer
Responsible for the coordination of electrical engineering related studies and projects for the Hooker Energy From Waste (EFW) plant.

Duties included electrical design, procurement and scheduling of capital projects; feasibility studies; cost estimates; electrical problem analysis and resolution; evaluation of and long range planning for electrical power distribution system.

UNION CARBIDE CORPORATION, METALS DIVISION 1969-1981
Niagara Falls, New York

Electrical Staff Engineer 1981
Responsibilities included review and approval of all electrical design from AE and in-house engineering; contact with all Metals Division locations on electrical problems and failures; coordinator of Metals Division electrical safety program; scheduling of electrical personnel on specialized projects and inspections; other duties as listed for Senior Design Engineer.

Senior Design Engineer 1979-1981

Duties included electrical design, procurement and scheduling of capital and non-capital projects; AE electrical supervision; construction supervision; field testing and equipment start up; transformer testing; electrical calculations and coordination studies; electrical specifications; scope studies; electrical safety inspections; electrical engineering and design standards.

Design Engineer 1974-1979
Associate Engineer 1971-1974
Junior Engineer Summer 197
Assistant Field Construction Engineer Summer 1969
EDUCATION:

TRI-STATE COLLEGE (currently TRINE UNIVERSITY) 1970
Angola, Indiana
B.S., Electrical Engineering (with honors)
   Tau Sigma Eta - Honorary Engineering Society
   Who's Who Among students in American Universities and Colleges - 1970

ERIE COUNTRY TECHNICAL INSTITUTE 1966
   Williamsville, New York
   A.A.S., Electrical Technology

MULTITUDE OF CAREER ASSOCIATED SEMINARS, PROGRAMS AND CLASSES
   Complete listing available on request

PREVIOUS CERTIFICATIONS
   Class I Stationary Engineer (Buffalo, NY)
   Level II Vibration Certification (CSI)
   Level II Thermography Certification (Infametrics)
   Niagara Mohawk Level I certification in the NDE disciplines of Liquid Penetrant, Magnetic Particle, Straight Beam Ultrasonics and Radiography Evaluation
EDUCATION:

**TRI-STATE COLLEGE** (currently TRINE UNIVERSITY) 1970
Angola, Indiana

**B.S., Electrical Engineering** (with honors)
- Tau Sigma Eta - Honorary Engineering Society

**ERIE COUNTRY TECHNICAL INSTITUTE** 1966
Williamsville, New York

**A.A.S., Electrical Technology**

**MULTITUDE OF CAREER ASSOCIATED SEMINARS, PROGRAMS AND CLASSES**
Complete listing available on request

**PREVIOUS CERTIFICATIONS**
- Class I Stationary Engineer (Buffalo, NY)
- Level II Vibration Certification (CSI)
- Level II Thermography Certification (Infametrics)
- Niagara Mohawk Level I certification in the NDE disciplines of Liquid Penetrant, Magnetic Particle, Straight Beam Ultrasonics and Radiography Evaluation
APPLICATION FOR APPOINTMENT TO PERSON COUNTY AUTHORITIES, BOARDS, COMMISSIONS, AND COMMITTEES

The Person County Board of Commissioners believes all citizens should have the opportunity to participate in governmental decisions. The Board wants to appoint qualified, knowledgeable, and dedicated people to serve on authorities, boards, commissions, and committees. If you have an interest in being considered for appointment to any advertised vacancy, please thoroughly complete the form below before the advertised deadline and choose from the following options:

→ mail to: County Manager's Office
    304 South Morgantown Street, Room 212
    Roxboro, North Carolina 27573-5285

→ fax to: (336) 599-1609

Any questions, please call the County Manager's Office at (336) 597-1720.

Name of Authority, Board, Commission, or Committee applying for Board of Health

Name: Kenneth F. Strachan

Address: 382 Fair Oaks Dr, City: Roxboro, NC Zip: 27574

Telephone: Home: 919 399 0701 Work: 919 956 9300 x 1234

Occupation: Physician

Business Address: 3916 Ben Franklin Blvd, Durham

Email Address: kenneth_strachan@hotmail.com

Briefly explain any anticipated conflict of interest you may have if appointed: None

Educational Background: Internship & Residency  Internal Medicine  Lenox Hill, NY  MD  St. George's University

Business and Civic Experiences/Skills: Owner/Operator LLC Hospital Medical Group; Directorship Hospital Service Line, Home Health, Hospice SWF

Areas of Expertise and Interest/Skills: Continuum of Health: Community, Hospital, post-acute

List any Authorities, Boards, Commissions, or Committees presently serving on: 

Signature: [Signature]

Date: 5-22-19
APPLICATION FOR APPOINTMENT TO PERSON COUNTY AUTHORITIES, BOARDS, COMMISSIONS, AND COMMITTEES

The Person County Board of Commissioners believes all citizens should have the opportunity to participate in governmental decisions. The Board wants to appoint qualified, knowledgeable, and dedicated people to serve on authorities, boards, commissions, and committees. If you have an interest in being considered for appointment to any advertised vacancy, please thoroughly complete the form below before the submitted deadline and choose from the following options:

Mail to: County Manager's Office
394 South Morgan Street, Room 212
Reidsville, North Carolina 27321-3245

Fax to: (336) 599-1609

Any questions, please call the County Manager's Office at (336) 597-1720.

Name of Authority, Board, Commission, or Committee applying for: Bd of Health

Name: Dr. Stephen D. Saunders

Address: P.O. Box 736, Reidsville, NC 27321

Telephone: Home 336-599-0767, Work 336-599-8010

Occupation: Chiropractic Physician

Business Address: P.O. Box 736, 675 Carver Dr.

Email Address: saunders.jester@gmail.com

Briefly explain any anticipated conflict of interest you may have if appointed: None

Educational Background: BS - East Carolina, BS - Logan College
DC - Logan College of Chiropractic

Business and Civic Experiences/Skills: 3 Terms on Bd of Health

Areas of Expertise and Interest/Skills: Health Care

List any Authorities, Boards, Commissions, or Committees presently serving on: PC

Signature: [Signature]
Date: 5-30-19
APPLICATION FOR APPOINTMENT TO PERSON COUNTY AUTHORITIES, BOARDS, COMMISSIONS, AND COMMITTEES

The Person County Board of Commissioners believes all citizens should have the opportunity to participate in governmental decisions. The Board wants to appoint qualified, knowledgeable, and dedicated people to serve on authorities, boards, commissions, and committees. If you have an interest in being considered for appointment to any advertised vacancy, please thoroughly complete the form below before the advertised deadline and choose from the following options:

→ mail to: County Manager's Office 304 South Morgan Street, Room 212 Roxboro, North Carolina 27573-5245
  
→ fax to: (336) 599-1609

Any questions, please call the County Manager's Office at (336) 597-1720.

Name of Authority, Board, Commission, or Committee applying for: Board of Adjustment

Name: Sheila L. McBee

Address: 321 N. Tulip Drive City: Roxboro, NC Zip: 27573


Occupation: Retired

Business Address: ————

Email Address: shelia.msw.com

Briefly explain any anticipated conflict of interest you may have if appointed: —

Educational Background: AS Degree, PCC - AS Degree, Nursing

Business Administration/Management

Business and Civic Experiences/Skills: Communicating Competently

Take Action

Areas of Expertise and Interest/Skills: Accounting - Management

List any Authorities, Boards, Commissions, or Committees presently serving on: ————

Signature: Sheila L. McBee Date: 6-3-19
AUTHORITIES, BOARDS, COMMISSIONS, AND COMMITTEES

The Person County Board of Commissioners believes all citizens should have the opportunity to participate in governmental decisions. The Board wants to appoint qualified, knowledgeable, and dedicated people to serve on authorities, boards, commissions, and committees. If you have an interest in being considered for appointment to any advertised vacancy, please thoroughly complete the form below before the advertised deadline and choose from the following options:

→ mail to: County Manager’s Office
304 South Morgan Street, Room 212
 Roxboro, North Carolina  27573-5245

→ fax to: (336) 599-1609

Any questions, please call the County Manager’s Office at (336) 597-1720.

Name of Authority, Board, Commission, or Committee applying for: Person Count Library Advisory Bd.

Name: Anne G. Gibson
Address: 387 N. Ridge Circle, City: Roxboro, NC, Zip: 27574
Telephone: Home (336) 599-9589, Cell (336) 592-5312, Work (336) 599-9589
Occupation: Retired Media Coor./Librarian PersonCo. Schools
Business Address: N/A
Email Address: agibson36@gmail.com

Briefly explain any anticipated conflict of interest you may have if appointed: None

Educational Background: B.S. Southern Illinois Univ., Master Library Science, UNC-Greensboro
Business and Civic Experiences/Skills: National Director Reatta Div. Buick Club of America
Areas of Expertise and Interest/Skills: 38 years Librarian K-12 Schools

List any Authorities, Boards, Commissions, or Committees presently serving on: None

Locally:
Anne G. Gibson

Signature: 5/7/2019
Date:
The Person County Board of Commissioners believes all citizens should have the opportunity to participate in governmental decisions. The Board wants to appoint qualified, knowledgeable, and dedicated people to serve on authorities, boards, commissions, and committees. If you have an interest in being considered for appointment to any advertised vacancy, please thoroughly complete the form below before the advertised deadline and choose from the following options:

Mail to: County Manager’s Office
304 South Morgan Street, Room 212
 Roxboro, North Carolina 27573-5245

Fax to: (336) 399-1609

Any questions, please call the County Manager’s Office at (336) 397-1720.

Name of Authority, Board, Commission, or Committee applying for Library Advisory Board

Name: Judith A. Akers
Address: 138 Kelly Carver Road City: Roxboro, NC Zip: 27574
Telephone: Home: (336) 599-3362 Work: N/A
Occupation: Retired
Business Address: N/A
Email Address: jaakers@embarrqmail.com

Briefly explain any anticipated conflict of interest you may have if appointed: None known

Educational Background: BA in Sociology 1977 JMU

Business and Civic Experiences/Skills: Former Friends of the Library treasurer;
former Band Boosters treasurer; Extensive training in Child Welfare Funds - multiple areas/Skills
Areas of Expertise and Interest/Skills: Long time member of Friends of the Library;
Friend of Person County Senior Center; Facilitator training - specifically in regard to Foster Parent recruitment; life-long reader!

List any Authorities, Boards, Commissions, or Committees presently serving on: None

Signature: Judith A. Akers
Date: 05/22/2019
AUTHORITIES, BOARDS, COMMISSIONS, AND COMMITTEES

The Person County Board of Commissioners believes all citizens should have the opportunity to participate in governmental decisions. The Board wants to appoint qualified, knowledgeable, and dedicated people to serve on authorities, boards, commissions, and committees. If you have an interest in being considered for appointment to any advertised vacancy, please thoroughly complete the form below before the advertised deadline and choose from the following options:

→ mail to: County Manager's Office
304 South Morgan Street, Room 212
Roxboro, North Carolina 27573-5245

→ fax to: (336) 599-1609

Any questions, please call the County Manager's Office at (336) 597-1720.

Name of Authority, Board, Commission, or Committee applying for PCC Board of Trustees

Name: James J. Woody

Address: 242 Old Seven Rd., Roxboro, NC 27573

Telephone: Home 336-599-8133, Cell 336-260-2416

Occupation: Retired from Chandler Concrete Co.

Business Address

Email Address: woodyjas@embarqmail.com

Briefly explain any anticipated conflict of interest you may have if appointed: No Known or Any

Educational Background: Roxboro H.S., Mang Hill Jr. College, UNCH

AB Geology

Business and Civic Experiences/Skills: Former PCC Board Assessor, PCC Agricultural Foundation

State Board of Community College, Roxboro Kiwanis Club

Areas of Expertise and Interest/Skills: Former H.R. Manager at Chandler Concrete, Teacher, Active in Planning A PCC, Seeing Person G. Excel in Obtaining Business & Industry

List any Authorities, Boards, Commissions, or Committees presently serving on: PCC Trustees, PCC Foundation

Signature: ________________________ Date: 4/29/19

______________________________
The Person County Board of Commissioners believes all citizens should have the opportunity to participate in governmental decisions. The Board wants to appoint qualified, knowledgeable, and dedicated people to serve on authorities, boards, commissions, and committees. If you have an interest in being considered for appointment to any advertised vacancy, please thoroughly complete the form below before the advertised deadline and choose from the following options:

→ mail to: County Manager’s Office 304 South Morgan Street, Room 212 Roxboro, North Carolina 27573-5245
→ fax to: (336) 399-1609

Any questions, please call the County Manager’s Office at (336) 397-1720.

Name of Authority, Board, Commission, or Committee applying for: PCC Board of Trustees

Name: Joel Adler

Address: 325 Old Salem Rd.
City: Roxboro, NC
Zip: 27573

Telephone: Home 804.240.8259 Work N/A

Occupation: Retired Community College Administrator & Professor

Business Address: N/A

Email Address: Sbadler@aol.com

Briefly explain any anticipated conflict of interest you may have if appointed:
No conflict of interest

Educational Background: AAS Opticianry, BA Social Science

Business and Civic Experiences/Skills: Board of Directors Chamber of Commerce, Goochland County, lead Administrator Goochland campus J. Sargeant Reynolds CC

Areas of Expertise and Interest/Skills: Curriculum development, budget allocation, student develop and initiatives, program funding, administration of community college

List any Authorities, Boards, Commissions, or Committees presently serving on: None

Signature: Joel Adler 5-16-2019
The Person County Board of Commissioners believes all citizens should have the opportunity to participate in governmental decisions. The Board wants to appoint qualified, knowledgeable, and dedicated people to serve on authorities, boards, commissions, and committees. If you have an interest in being considered for appointment to any advertised vacancy, please thoroughly complete the form below before the advertised deadline and choose from the following options:

→ mail to: County Manager's Office  
304 South Morgan Street, Room 212  
 Roxboro, North Carolina 27573-5245

→ fax to: (336) 399-1609

Any questions, please call the County Manager's Office at (336) 397-1720.

Name of Authority, Board, Commission, or Committee applying for: **Planning Board**

Name: **W. Barry Walker**

Address: 1575 Charlie Tapp Rd, Roxboro, NC 27573

Telephone: Home 919-880-8180, Work 919-220-1424

Occupation: **[Occupation]**

Business Address: 2503 Broad St, Danbury, NC 27524

Email Address: **B.Walker@WalkerPaperInc.com**

Briefly explain any anticipated conflict of interest you may have if appointed: **N/A**

Educational Background: **14 years**

Business and Civic Experiences/Skills:

Areas of Expertise and Interest/Skills:

List any Authorities, Boards, Commissions, or Committees presently serving on: **Planning Board**

**W. Barry Walker**  
Signature 5/14/19  
Date
APPLICATION FOR APPOINTMENT TO PERSON COUNTY AUTHORITIES, BOARDS, COMMISSIONS, AND COMMITTEES

The Person County Board of Commissioners believes all citizens should have the opportunity to participate in governmental decisions. The Board wants to appoint qualified, knowledgeable, and dedicated people to serve on authorities, boards, commissions, and committees. If you have an interest in being considered for appointment to any advertised vacancy, please thoroughly complete the form below before the advertised deadline and choose from the following options:

→ mail to:  County Manager's Office
             304 South Morgan Street, Room 212
             Roxboro, North Carolina 27573-5245

→ fax to:  (336) 399-1689

Any questions, please call the County Manager's Office at (336) 397-1720.

Name of Authority, Board, Commission, or Committee applying for  Planning Board

Name  Sheila L. McCreary

Address  321 N. Lake Drive  City  Roxboro  NC  Zip 27573

Telephone:  Home  936-599-8266  Work

Occupation  Retired

Business Address

Email Address  sheila.mcree@msn.com

Briefly explain any anticipated conflict of interest you may have if appointed:  NA

Educational Background:  AA Degree  Sec - AA Degree  Shown Here

Business Administration/Management

Business and Civic Experiences/Skills:  Communicating, Completing Tasks, Working

Areas of Expertise and Interest/Skills:  Accounting, Management

List any Authorities, Boards, Commissions, or Committees presently serving on:

________________________________________

________________________________________

________________________________________

________________________________________

Signature  Sheila L. McCreary  Date  6-3-19