
REGULAR MEETING

December 5, 2016

6:55 p.m.

The Perquimans County Board of Commissioners met in a regular meeting on Monday, December 5, 2016, at 6:55 p.m. in the Commissioners Room located on the first floor of the Perquimans County Courthouse Annex.

MEMBERS PRESENT:	Janice McKenzie Cole, Chair	Kyle Jones, Vice Chairman
	Fondella Leigh	Edward R. Muzzulin
	Wallace Nelson	Matthew Peeler

MEMBERS ABSENT: None

OTHERS PRESENT:	Frank Heath, County Manager	Mary Hunnicutt, Clerk to the Board
	Will Crowe, County Attorney	

After the Chair called the meeting to order, Commissioner Nelson gave the invocation and the Chair led the Pledge of Allegiance.

APPROVAL OF MINUTES

The Minutes from the November 7, 2016 Regular Meeting, the November 14, 2016 Special Called Meeting and the November 21, 2016 Special Called Meeting were unanimously approved on motion made by Matthew Peeler, seconded by Edward R. Muzzulin. Chair Cole stated that a copy of the Closed Session Minutes was distributed to the Board prior to the meeting. Unless the Board has any questions, she will request that they be approved in open session since two of the current Board members will be leaving the Board tonight. On motion made by Matthew Peeler, seconded by Edward R. Muzzulin, the August 1, 2016, September 19 & 21, 2016, and November 7, 2016 Closed Session Minutes were unanimously approved. Because Matthew Peeler had been recused from the quasi-judicial proceedings on September 21, 2016, Closed Session Minutes during the October 18, 2016, October 21, 2016, and November 14, 2016 had to be considered without a vote from Matthew Peeler. On motion made by Wallace E. Nelson, second by Fondella A. Leigh, the Board, minus Mr. Peeler, unanimously approved the October 18 & 21, 2016 and November 14, 2016 Closed Session Minutes.

DONNA WINBORNE, AUDITOR

Copies of the Draft FY 2015-2016 Audit had been e-mailed to the Commissioners prior to the meeting tonight. Ms. Winborne provided a paper copy of the Audit but would need to take them back until they receive Local Government Commission approval. She reviewed the audit and asked if there were any questions. She also thanked Frank Heath, County Manager, and Tracy Mathews, Finance Officer, for their assistance in preparing the audit. There being no further questions or comments, Chair Cole asked for a motion to approve the FY 2015-16 Audit as presented pending LGC approval. On motion made by Matthew Peeler, seconded by Edward R. Muzzulin, the FY 2015-16 Audit was unanimously approved pending LGC approval. Commissioner Peeler thanked the staff for their diligent work.

HERTFORD POST OFFICE

County Manager Heath presented the response from the United States Postal Service of the Board's request to relocate the Hertford Post Office. They denied our request. Mr. Heath has contacted the individual who responded to request that he come to Hertford to see the site himself. Chair Cole made a few comments with regard to obtaining individuals to contact to discuss this problem. Ms. Cole is going to provide the information that she has receive to Mary Hunnicutt, Clerk to the Board, and explained that she plans to continue to work on this item as a private citizen. She also informed the Board that a petition from residents has been prepared and will probably be sent to the Board in the future.

PRESENTATION OF PLAQUES: JANICE MCKENZIE COLE AND MATTHEW PEELER

County Manager Heath explained that he was asked to present Ms. Cole with her plaque for her seven (7) years on the Board. After making a few comments with regard to Ms. Cole's service and accomplishments, Mr. Heath presented her with a plaque. Vice Chairman, Kyle Jones, made a few comments of how Ms. Cole had mentored him in his private life and in his service on the Board of Commissioners. With this in mind, he decided to establish the Janice McKenzie Cole Mentoring Scholarship which will be handled through the Perquimans County School Foundation. With the help of Judge J.C. Cole and Elaine Hester, Mr. Jones read the requirements of the scholarship. Ms. Cole made a few comments and thanked the Board and citizens for allowing her to serve. She thanked Mary Hunnicutt for keeping the Board straight and Frank Heath for his diligence in running the County. Vice Chairman Jones then made a few comments about Matthew Peeler and presented him with a plaque for his four (4) years on the Board and a signed picture of the groundbreaking of the New Library. Mr. Peeler made a few comments.

SWEARING-IN

Todd Tilley, Clerk to the Board, gave the Oath of Office to newly-elected Commissioners Joseph W. Hoffler with his wife holding the Bible, and Kyle Jones, with Janice Cole holding the Bible. Charles Woodard was unable to be at tonight's meeting and will be sworn in at a later date.

ELECTION OF CHAIRMAN/VICE CHAIR

Will Crowe, County Attorney, acting as Temporary Chairman of the meeting, opened the floor for nominations for Chairman of the Board. Fondella A. Leigh nominated T. Kyle Jones as Chairman. Edward R. Muzzulin seconded the nomination. Wallace E. Nelson made motion to close the nominations for Chairman. The motion was seconded by Joseph W. Hoffler. The Board unanimously approved the appointment of T. Kyle Jones as Chairman of the Perquimans County Board of Commissioners on motion by Wallace E. Nelson, seconded by Edward R. Muzzulin. The floor was

opened for nominations for the office of Vice Chair of the Board. Wallace E. Nelson nominated Fondella A. Leigh. Joseph W. Hoffer made a motion to close the nominations for Vice Chair. Edward R. Muzzulin seconded the motion which was unanimously approved by the Board. The Board unanimously approved the appointment of Fondella A. Leigh as Vice Chair of the Perquimans County Board of Commissioners on motion by Wallace E. Nelson, seconded by Edward R. Muzzulin. Mr. Jones proceeded with the meeting.

PUBLIC HEARING

Chairman Jones opened the Public Hearing stating that the purpose of the Public Hearing was to receive citizens' comments to consider Conditional Use Permit No. CUP-16-05, requested by R&S Property Mgt. LLC (Ronald Etheridge, II) to install a double-wide manufactured home in Belvidere Historic Agriculture District on Tax Parcel No. 1-2200-8403-RCE also known as 123 Marians Trail. There were about twenty (20) people present. Chairman Jones recognized Rhonda Money, Planning Assistant, and swore her in. Ms. Money then presented an overall view of the Conditional Use Permit request. Chairman Jones asked Mary Hunnicutt if anyone had signed up to oppose or to speak on this matter. Ms. Hunnicutt said that there were none. Commissioner Nelson asked if the Planning Board had any comments from the abutting property owners. Ms. Money said that there was only one from Mr. Lynwood Winslow who was concerned that this would possibly give precedent for additional doublewides, particularly in the heart of the historic district. Planning Board Chairman, Paul Kahl, said that these are handled on a case-by-case basis only and would require a Conditional Use Permit. There being no further questions or comments, Chairman Jones closed the Public Hearing at 7:40 p.m.

AGENDA

On motion made by Wallace E. Nelson, seconded by Fondella A. Leigh, the Board unanimously approved the Agenda as amended.

CONSENT AGENDA

The following items were considered to be routine and were unanimously approved on motion made by Wallace E. Nelson, seconded by Fondella A. Leigh.

1. **Tax Release/Refund Approvals:**

PERQUIMANS COUNTY TAX RELEASES:

- Lane, Lloyd A. & G.A.**----- \$204.63
Incorrect assessment. Value of Building needed reducing. Account Number 313105.
- Lane, Lloyd A. & G.A.**----- \$168.73
Incorrect assessment. Value of Building needed reducing. Account Number 313105.

2. **Personnel Matters:**

Employee Name	Employee Job Title	Action Required	Grade/Step	New Salary	Effective Date
Allison Winslow	IMC Investigator I	Resignation			1/1/2017
Sharon Smith	TDA Director – Part-Time	Appointment		\$14.00/hr.	1/1/2017
Ashlee Bockelman	Part-Time/Fill-In/Fill-In EMT	Appointment	63/1	\$13.95/hr.	12/1/2016
Amy Bojo	Part-Time/Fill-In/Fill-In EMT	Appointment	63/1	\$13.95/hr.	12/1/2016
Heidi Russell	Part-Time/Fill-In/Fill-In EMT	Appointment	63/1	\$13.95/hr.	12/1/2016
Rachel Sawyer	Part-Time/Fill-In/Fill-In EMT	Appointment	63/1	\$13.95/hr.	12/1/2016
Sean Tripp	Part-Time/Fill-In/Fill-In EMT	Appointment	63/1	\$13.95/hr.	12/1/2016
Linwood Browder	Part-Time/Fill-In/Fill-In EMT-I	Appointment	66/1	\$15.91/hr.	12/1/2016
Tyler Spruce	Part-Time/Fill-In/Fill-In EMT-I	Appointment	66/1	\$15.91/hr.	12/1/2016
Martin Surface	Part-Time/Fill-In/Fill-In EMT-I	Appointment	66/1	\$15.91/hr.	12/1/2016
John vonRosenberg	Part-Time/Fill-In/Fill-In EMT-I	Appointment	66/1	\$15.91/hr.	12/1/2016

3. **Step/Merit Increases:**

Employee Name	Employee Job Title	Grade/Step	New Salary	Effective Date
Susan Chaney	Director – Social Services	79/8	69,592	12/1/2016
Robin Gieseke	IMC II	63/7	33,571	12/1/2016
Robert Farrar	Deputy Sheriff (Certified)	65/7	36,660	12/1/2016
Robert Elliott	Technician I	58/4	25,045	12/1/2016

ED NIXON, ATHLETIC COMPLEX

Mr. Nixon came before the Board as a member of the Nixon family that provided the property for the Athletic Complex. There is a \$600,000 bequest from the Charles Ward family and he wishes that this Board designate those funds to the Athletic Complex. He is speaking for the family. The family is looking at this project being completed in four phases. Right now, they are looking for some funds to start the process with engineering and architecture expenses. There are some people in the community that are willing to start working on the process for this fall. The family wants a football stadium to be built by 2018 which is one of the stipulations of Mr. Nixon. There is a big donor that is willing to make a donation if they could get the \$600,000 designated tonight. If not, the donor will not make the donation. They are moving forward but we need to have some funds laid down soon and this \$600,000 would be great. Chairman Jones asked that, if we designate this \$600,000 tonight to the Athletic Complex, at budget time, what will happen if the Board does not move forward with the rest of the funds to complete Phase 1 of the project. Mr. Nixon said that the \$600,000 would cover Phase 1 and that the total project will now only be \$3.5 million dollars instead of the original \$6.0 million dollars. Mr. Jones further expressed concerns about the items mentioned by Superintendent Cheeseman at their November meeting may require more local county funds. County Manager Heath said that many of the items are still being discussed by the General Assembly. Chairman Jones asked if there were any other comments or questions from the Board. Commissioner Nelson expressed that the County is fully committed to proceeding with this project and they have shown that by borrowing funds for the Library. The only projects that Charles Ward designated the funds for was the Library and the Athletic Complex. Mr. Nelson asked how much this donor was willing to give. Mr. Nixon said it was \$250,000 and he further stated that the donor wants a commitment from the Board of Commissioners. Mr. Jones spoke as one Commissioner not as Chair that he would prefer that they wait until the budget process. Commissioner Muzzulin said that he has all been in favor of the Athletic Complex and is willing to make a motion to designate the \$600,000 bequest from Mr. Ward to the Athletic Complex. Commissioner Nelson seconded the motion. After some discussion as to which fiscal year Mr. Muzzulin was thinking

about, the Board decided that it would be for FY 2017-18. The motion was unanimously approved by the Board.

BILL JENNINGS, TAX ADMINISTRATOR

Mr. Jennings gave his monthly report. He further stated that they started working on five (5) foreclosures but one individual paid his taxes. His part-time Tax Lister will begin next week. Their office is really been busy collecting taxes.

SUSAN CHANEY, SOCIAL SERVICES DIRECTOR

Ms. Chaney gave her monthly report for Social Services including a Disaster Recovery Project and the Low Income Energy Assistance which started on December 1st. She explained the requirements and that the applicants were in line at 5:45 a.m. Commissioner Hoffler asked why they got there so early. Ms. Chaney said that they wanted to make sure their application was made prior to the funds being disbursed.

COMMISSIONER'S CONCERNS/COMMITTEE REPORTS

Chairman Jones asked if there were any Commissioner's Concerns or Committee Reports. The following reports/concerns were discussed:

- **Commissioner Nelson:** Mr. Nelson stated that they have selected the Public Health Director for Albemarle Regional Health Services. It is Battle Betts.
- **Chairman Jones:** Mr. Jones explained that Eric Tilley, County Sheriff, will be retiring the end of January. After discussing the matter with County Attorney High and the North Carolina Association of County Commissioners, he explained how the County will proceed to find the replacement to complete Mr. Tilley's term. He said that the County will issue a request for interested parties to notify the County Manager's office. Even though the County is not bound by it, the Democratic Party would make a recommendation since Mr. Tilley ran as a Democrat. The Board will then go into Closed Session to meet with these individuals. Commissioner Nelson was concerned that this process may not be completed in time for Mr. Tilley's retirement. County Manager Heath stated that this General Statute addresses this and states that, if a replacement has not been made prior to the current sheriff's retirement, the chief deputy/investigator would step in to handle the job until the Board makes that recommendation. In this case Officer Shelby White will be that person. Commissioner Hoffler asked if the Board was going to appoint the replacement for sheriff. Chairman Jones explained what has transpired. It was the consensus to authorize the County Manager to proceed with placing a notice on the website and advertise it in the Perquimans Weekly and to receive a recommendation from the Democratic Party.

UPDATES FROM COUNTY MANAGER

County Manager Heath presented the following updates:

- **Perquimans County Marine Industrial Park Boat Ramp Project:** Mr. Heath explained that they held a pre-construction meeting last Friday. The last of the Federal money that the State Wildlife has been freed up and the projected start date would be December 9, 2016. They have 120 days to complete the project so we will soon have an industrial and recreational boat ramp for the County.
- **Library Project:** Mr. Heath explained that the rough end for plumbing and electrical has been done. They are waiting on the electrician to lay some conduit. In the next 30 days, you will be able to see the roof trusses go up. Their plan is to do some interior framing in the next 30 days.
- **Perquimans County's Tier Status:** Mr. Heath said that he had e-mailed the Board about the change in Perquimans County's Tier status. The County will be moving from a Tier I to a Tier II for next fiscal year. Basically it harms some of our economic development status. Mr. Heath did express his objection to this but, in spite of his protest, the County will be a Tier II County. After that, the new revaluation calculations will take affect and that may change the status.

PLANNING BOARD ITEM

Chairman Jones stated that a Public Hearing was held earlier in the meeting to receive citizens' comments to consider Conditional Use Permit No. CUP-16-05, requested by R&S Property Mgt. LLC (Ronald Etheridge, II) to install a double-wide manufactured home in Belvidere Historic Agriculture District on Tax Parcel No. 1-2200-8403-RCE also known as 123 Marians Trail. Chairman Jones explained that, per an e-mail from County Attorney High, the Board, when handling small scale project, the Board would be on safe legal ground to proceed to handle them as we have been. Mr. Jones asked County Manager Heath if he was right in his interpretation of Mr. High's e-mail. Mr. Heath said that the more advanced projects and controversial project, the Board would need to handle in a more formal setting. With regard to non-controversial project, there is some lead way in our Zoning Ordinance. You need to go through the four (4) findings but the absence of formal, expert testimony would not require the Board to deny the Conditional Use Permit. In light of this fact, Chairman Jones asked what was the pleasure of the Board regarding Conditional Use Permit No. CUP-16-05. Chairman Jones proceeded to have the Board consider the following Section 903 Findings to support the motion:

- (a) That the use will not materially endanger the public health or safety, if located according to the plan submitted and approved; *this finding was unanimously approved by the Board.*
- (b) That the use meets all required conditions and specifications; *this finding was unanimously approved by the Board.*
- (c) That the use will not substantially injure the value of adjoining or abutting property, or that the use is a public necessity; *this finding was unanimously approved by the Board;* and
- (d) That the location and character of the use, if developed according to the plan as submitted and approved, will be in harmony with the area in which it is to be located and in general conformity with the Perquimans County Land Use Plan; *This finding was unanimously approved by the Board.*

Pursuant to the above Section 903 (a) through (d), Fondella A. Leigh made a motion to find the proposed Conditional Use Permit No. CUP-16-05 to be consistent and in harmony with the existing development pattern in and around the Belvidere Historic District; and a motion to approve the following Conditional Use Permit No CUP-16-05 for R&S Property Management, LLC to place a Doublewide Manufactured Home at 123 Marians Trail, off of Belvidere Road, on Tax Parcel No. 1-2200-8403-RCE in the Belvidere HA Zone, conditioned upon the conditions contained in the Conditional Use Permit, adopting above Section 903 Findings to support the motion:

CONDITIONAL USE PERMIT No. CUP-16-05

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On the date(s) listed below, the Board of Commissioners for Perquimans County met and held a public hearing to consider the following application:

Owner: R & S Property Management, LLC
124 Marians Trail
Belvidere, NC 27919

Authorized Applicant: Ronald C. Etheridge, II
 124 Marians Trail
 Belvidere, NC 27919

Property Location: Tax Map 1 Block 2200 Lot 8403-RCE

Street Address: 123 Marians Trail, Belvidere, NC 27919

Zoning District: HA (Historic Agriculture District)

Proposed Use of Property: CUP-16-05 Application lists the nature of the proposed use as, "*To place a double-wide manufactured home located less than 250 feet from the beginning of the Belvidere historic District...*" The proposed double-wide will be in the HA zone.

Meeting and Hearing Dates: Planning Board on 11-8-16 & Board of Commissioners on 12-5-16.

CONDITIONAL USE PERMIT No. CUP-16-05

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Having heard all the evidence and argument presented at the hearing(s), the Perquimans County Board of Commissioners finds that the application is complete, that the application complies with all of the applicable requirements of the Perquimans County Zoning Ordinance for the development proposed, and that therefore the application to make use of the above-described property for the purpose indicated is hereby approved, subject to all applicable provisions of the Zoning Ordinance pertaining to Doublewide Manufactured Homes and the following conditions:

- (1) The applicant shall conduct operations strictly in accordance with the plans and narrative submitted to and approved by this Board, a copy of which is contained in the County Planning Office and filed with the Register of Deeds office. However, it is understood that the property owner may propose changes to the attached Conceptual Site Plan now or in the future, in coordination with the County Planning Office, to provide for the placement of accessory structures or a complete change in the use of the property pursuant to other land uses which are otherwise permitted outright by the Zoning Ordinance for properties zoned HA, Historic Agriculture District.
- (2) If any of the conditions affixed hereto or any part thereof shall be held invalid or void, then this permit shall be void and of no effect.
- (3) Placement of home (and any other accessory structures proposed in the future) to have a front yard setback that is a minimum of 30 feet Northeast of where the lot reaches its maximum width.

CONDITIONAL USE PERMIT No. CUP-16-05

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IN WITNESS WHEREOF, Perquimans County has caused this permit to be issued in its name, and the undersigned, being all the property owners of the property above described, do hereby accept this Conditional Use Permit, together with all its conditions, as binding on them and their successors in interest.

T. Kyle Jones, Chairman, Board of County Commissioners Date

Attest: _____ (Seal)
Mary P. Hunnicutt, Clerk to the Board Date

I (We), _____, Owner(s) or Authorized Applicant(s) of the above identified property, do hereby acknowledge receipt of this Conditional Use Permit. The undersigned does/do further acknowledge that no work may be done pursuant to this permit except in accordance with all of its conditions and requirements and that this restriction shall be binding on them and their successors in interest.

R & S Property Management, LLC Date
By: Ronald C. Etheridge, Manager

The State of North Carolina
Perquimans County

I, _____, a Notary Public in and for the said State and County,
do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the forgoing instrument.

WITNESS my hand and notarial seal, this the _____ day of _____, 20_____.

Notary Public

My Commission expires: _____ (Not valid until fully executed and recorded)

CONDITIONAL USE PERMIT No. CUP-16-05

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SITE PLAN CONTINUES ON NEXT PAGE

NAME	BOARD	ACTION	TERM	EFFECTIVE DATE
Stoop, Ashley	Chowan/Perquimans Multi-County LEPC	Reappointment	1 yr.	1/1/2017
Value, Jason	Chowan/Perquimans Multi-County LEPC	Reappointment	1 yr.	1/1/2017
VanDuyn, T. Gwen	Chowan/Perquimans Multi-County LEPC	Reappointment	1 yr.	1/1/2017
Williams, Peter	Chowan/Perquimans Multi-County LEPC	Reappointment	1 yr.	1/1/2017
Winslow, Jarvis	Chowan/Perquimans Multi-County LEPC	Reappointment	1 yr.	1/1/2017

➤ **PSAP Backup Plan Documentation:** Mr. Nixon presented the PSAP Backup Plan; Financial Documentation; Budget Amendment; Grant Award Letter from the NC 911 Board; Agreement for Grant – NC 911 Board; and Memorandum of Understanding for the Board to consider. County Attorney High has reviewed and approved these documents. On motion made by Wallace E. Nelson, seconded by Edward R. Muzzulin, the Board unanimously approved the following: Budget Amendment No. 6; Agreement for Grant – NC 911 Board; and Memorandum of Understanding:

**BUDGET AMENDMENT NO. 6
GENERAL FUNDS**

CODE NUMBER	DESCRIPTION OF CODE	AMOUNT	
		INCREASE	DECREASE
78-350-001	Revenue - Emerg. 911 Fees	374,488	
78-399-000	Fund Balance Approp.	13,071	
78-348-000	State Grants	176,206	
78-500-110	E-911 Telephone	12,209	
78-500-140	E-911 Travel/Training	5,200	
78-500-160	E-911 Software Maint.	90,251	
78-500-161	E-911 Hardware Maint.	23,063	
78-500-740	E-911 Capital Outlay Equip.	433,042	
EXPLANATION: To budget E-911 Funding Reconsideration approval amounts for FY2016/2017 for Back-Up 911 Center Project.			

Contract No. G2017-12A

AGREEMENT

THIS AGREEMENT (the Agreement) is made effective the _____ day of 2016 by and between Perquimans County the Grantee, local governments established pursuant to N.C. Gen. Stat. §160A-462 North Carolina, and the **North Carolina 911 Board** (hereinafter referred to as 911 Board), an agency of the State of North Carolina. Grantee and the Board (together "the Parties") hereby agree as follows:

WITNESSETH:

WHEREAS, the 911 Board was created by N.C. Gen. Stat. §143B-1400 *et seq.* to collect and administer the 911 Fund; and
 WHEREAS, the 911 Board solicited grant applications pursuant to N.C. Gen. Stat. §143B-1407 and procedures for Grants adopted by the Board; and
 WHEREAS, Grantee submitted a Grant Application to upfit a Back-up PSAP at the Chowan County 911 Center for use by Perquimans County in dispatching resources necessary to respond to 911 calls if the Perquimans County 911 Center is inoperable; and
 WHEREAS, the 911 Board allocated funds for the purposes identified in the grant application;

NOW, THEREFORE, the Parties enter into this Agreement, and in consideration of the mutual promises and such other valuable consideration as shall be set out herein, the Parties hereto do mutually agree to the following terms and conditions:

1. **Definitions:**
 - a. Project: Perquimans County Back-up 911 Center.
 - b. Executive Director: the Executive Director of the 911 Board.
 - c. Grant Funds: the amount authorized for award by the 911 Board, \$176,206.
 - d. Grant: Financial assistance provided by the 911 Board, or a subgrantee, to carry out activities whereby the 911 Board anticipates no programmatic involvement with the grantee or subgrantee during the performance of the Grant.
 - e. Grantee: Perquimans County, notwithstanding N.C. Gen. Stat §143C-6-23(a)(2).
 - f. Interlocal agreement: Reserved.
 - g. State Funds: Any funds appropriated by the N.C. General Assembly or collected by the State of North Carolina. The Grant Funds are State Funds. Grantee recognizes that the expenditure of money deposited in the State treasury, including the 911 Fund, is subject to acts by the General Assembly and actions of the Budget Director.
 - h. Subgrantee: As defined in N.C. Gen. Stat. §143C-6-23(a)(3), a non-State entity that receives a grant of State funds from a Grantee of a State Agency, here the 911 Board, or a Subgrantee of a Grantee, but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.
 - i. Unit, or unit of local government:

As defined in N.C. Gen. Stat. §143C-1-1(d)(29), a municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by N.C. Gen. Stat. §160B-2(1), and all boards, agencies, commissions, authorities and institutions thereof that are not municipal corporations.

As defined in N.C. Gen. Stat. §160A-460, means a county, city, consolidated city-county, local board of education, sanitary district, facility authority created under Article 20 of Chapter 160A of the General Statutes, special district created under Article 43 of Chapter 105 of the General Statutes, or other local political subdivision, authority, or agency of local government.
2. **Scope of Project:** To utilize space in the Chowan County 911 Center for use as the Perquimans County 911 Back-up Center.
 - a. Perquimans County shall be responsible for administrative and management duties associated with the Project; and shall be responsible for completing the goals and objectives described in the Grant Application. To the extent that the Project includes expenses that are not eligible for reimbursement and which are not included in the Grant Funds allocated by the 911 Board, Grantee shall be responsible for all expenses for the non-eligible items.
 - b. Goals and objectives include:
 1. Procure, relocate and install equipment in the Chowan County 911 Center to serve as the Perquimans County 911 Back-up Center which will improve communications for Perquimans County and facilitate Back-up PSAP operations for the County.
 2. The Back-up PSAP will be equipped with at least two new call taking / dispatching positions.
 3. Interlocal agreements shall include provisions supporting this Agreement and specifically identifying each Party's responsibilities arising from Paragraphs 2, 7, 11, and 17(a) herein.
 4. Acquiring, installing and successful testing 911 System equipment including but not limited to, telecommunications systems, radio consoles, CAD and mapping server/data storage, furniture for telecommunicators and workstations, and radio dispatch consoles.
 5. Facilitating use of the Perquimans County 911 Center by, and for, Chowan County's 911 Back-up operations.
 - c. Grantee shall submit a revised budget and work plan within sixty (60) days of signing this Agreement if the actual budget or work plan deviates from the Grant Application. Revisions and work plan changes should identify project component details (as identified in the Grant Application) and costs identified in the Grant Application together with a timeline that includes component details. These revised documents must reflect any changes and special conditions of the Grant award. The budget must include any matching funds or funds from other sources and the anticipated time when such funds will be spent. Grantee shall identify potential or contingent sources of funding including but not limited to other grants during the term of this Agreement. The work plan should include a time line and specific milestones and/or deliverables that will be used to measure interim progress and accomplishments of the project during the term of this Agreement. Grant Funds will not be released until these revised documents are approved by the 911 Board Executive Director.
 - d. Grantee will draft one or more Requests for Proposal to be utilized by Grantee in development, procurement and/or operations of the Project consistent with the grant application and approved project budget.
 - e. Grantee will collect and compile documents as directed by the 911 Board for the purpose of Grantee's verifying the requirements of Article 15, Part 10 of Chapter 143B of the N.C. General Statutes.
 - f. Grantee shall assist the 911 Board in any audits of Grant Funds by supplying required document(s) to satisfy the requests of an auditor.

3. Changes in the Project.

- a. If changes or extra work are requested with respect to the Project, such changes must be authorized in writing by the Parties. The 911 Board will not approve any changes that exceed its authority under N.C. Gen. Stat. §143B-1400 *et seq.*, or subsequent modification thereof.
- b. Any work referred to in Paragraph 3(a) above shall be the subject of a separate written agreement stating the costs and schedule for completing any such extra work.
- c. Each Party shall immediately notify the other of any change in conditions or applicable law, or any other event, which may significantly affect its ability to perform the Project.
- d. The Parties agree that the 911 Board may assign this Agreement to its successor, if any; or continue the Agreement by amending the term if legislation is enacted that does, or may, affect the term of this agreement.
- e. A request for change in the project period requires advance written approval by the 911 Board Executive Director. The request must be submitted in writing, stating the basis for the request, to the 911 Board Executive Director at least 90 calendar days prior to the expiration of the Grant. The Grantee shall submit a revised budget and any other documentation or information requested by the 911 Board Executive Director indicating the planned use of all unexpended funds during the extension period.

4. Consolidation. Reserved.

5. Term of Agreement. The Parties intend that the term of this Agreement shall begin upon the Effective Date and extend through 1 August 2017 (End Date). The effective period of this Agreement shall commence upon completion by the Parties' authorized signatories (the Effective Date), and terminate upon the End Date unless sooner terminated under Paragraph 14; or amended by written agreement to extend said date by the Parties or their successors in interest.

6. Project Schedule. Grantee shall prepare and deliver a project schedule consistent with this Agreement that substantially conforms to the following:

- a. The Project is anticipated to be completed in no more than 8 months. The equipment planned and the proposed budget, shall be reviewed, revised and provided to the 911 Board Executive Director within sixty (60) days of signing this Agreement if the actual budget or work plan deviates from the Grant Application. These revised documents must reflect any changes and special conditions of the Grant award.
- b. Perquimans will continue to operate within its existing framework during the equipment acquisition, installation and testing activities; therefore, there will be no disruption to emergency call taking or dispatching services.
- c. Grantee shall contract for upfitting the Back-up facility consistent with the Grant Application and this Agreement.
- d. Grantee shall prepare and release one or more solicitation documents comprising RFPs or other similar documents in compliance with the Project schedule presented in the Grant Application, and as such may be amended.
- e. Contracts based upon Grantee's solicitation documents shall be awarded in a timely manner in compliance with the Project schedule presented in the Grant Application, and as such may be amended.
- f. PSAP transitions to the new backup PSAP shall begin promptly after completion of the construction and inspections for the new facility.

7. Delivery of Grant Funds. The total Grant Funds equal One Hundred Seventy Six Thousand Two Hundred Six (\$176,206) Dollars. Grant Funds shall be held by the 911 Board and delivered as follows:

- a. Funds shall be released to Grantee after receiving copies of Grantee's contracts, purchase orders and invoices therefor, and Grantee's satisfactory completion of its obligations under this Agreement. Grant Funds shall not be used for updating data gathered during the Project. The 911 Board may release Grant Funds directly to subgrantees upon receipt of evidence satisfactory to the 911 Board Executive Director that all conditions necessary to release such Funds have been satisfied. Such evidence may comprise demonstrated compliance with work and payment schedules of this Agreement and any agreement with a Subgrantee, relevant contracts, purchase orders and invoices therefor, satisfactory completion of testing and acceptance criteria of Grantee's contracts with its vendors, approval of the Grantee, and such other evidence as the Executive Director deems reasonably necessary or proper. Payment schedules may include pre-determined progress payments, payments based upon time and materials that are not to exceed a maximum amount, retainage, and such other terms that are consistent with this Agreement.
- b. Grant Funds shall not be released, or paid, in advance of performance of actual services or reimbursable purchases, nor paid for maintenance or other services in future fiscal years. Funds shall be released for ineligible expenses as identified in the Grant Application as authorized by N.C.G.S. 143B-1407(b)(4). In the event Grant Funds remain following completion of ineligible expense items, Grant Funds may be applied to expenses that are eligible under N.C. Gen. Stat. §143B-1400 *et seq.* and the policies of the 911 Board.
- c. Indirect costs and administrative costs will not be allowable charges against Grant Funds unless such costs are specifically included in the approved Project budget as incorporated into the award.
- d. Grantee will maintain full, accurate, and verifiable accounting records to support the preparation of financial statements in conformity with accounting practices applicable to N.C. local governments as approved by, or consistent with, standards of the Local Government Commission. Expenditures must be consistent with the Project Budget and N.C. Gen. Stat. §143B-1400 *et seq.*
- e. In the event Grantee breaches any of the covenants or agreements contained in this Paragraph, or any of the representations and warranties of Paragraphs 9, 19, and 24 are untrue as to a material fact as of the date of this Agreement, Grantee agrees to return any unearned Grant Funds held by Grantee and refund sums equal to any non-qualified expenditures paid with Grant Funds. Grantee's obligations that are created by this subsection (e), to return Grant Funds and to refund sums, apply only to Grant Funds held by Grantee. Grant Funds are "held" by Grantee only to the extent they are in the actual, not constructive, possession of Grantee. Any actions taken pursuant by a party to an interlocal agreement constituting withdrawal from the consolidation shall cause an accounting and the withdrawing party shall be financially responsible for returning grant funds pursuant to the terms of the interlocal agreement. Grantee shall timely enforce all such rights, duties and perform its responsibilities to ensure completion of the accounting and return of grant funds to the Board.
- f. Grantee must attend workshops or other instructional sessions relating to administration of the Grant or use of 911 Funds provided by the 911 Board during the term of this Agreement.
- g. Funds identified with contingencies or escalations as presented in Grantee's budget documents and financial forecasts shall revert to the Board if unused or unallocated in a timely manner.

8. Travel Expenses. The approved budget does not include travel costs. Such costs, if any, are limited to reimbursement rates set forth in N.C. Gen. Stat. §138-6; as interpreted by the Office of State Budget and Management, and as amended from time to time. Further expenditures for travel, conferences, software or equipment that are not within the deliverables and payment schedule annexed hereto and as presented in the approved budget may be reimbursed at the rates set forth in N.C. Gen. Stat. §138-6; as interpreted by the Office of State Budget and Management, and as amended from time to time. The State of North Carolina's Travel Policy is contained in the State Budget Manual located on the Internet at <http://www.osbm.state.nc.us>. Original receipts for such expenses shall be retained by Grantee.

9. Independent Status of Grantee.

- a. It is agreed between the Parties that neither this Agreement nor any provisions hereof shall be deemed to create a partnership or joint venture between Grantee and any third party; nor with the 911 Board. It is further agreed that except for the rights expressly granted to Grantee or the 911 Board in this Agreement, neither of them shall have any proprietary rights in the Project.
- b. The Parties acknowledge that Grantee is an independent entity. Grantee shall not represent itself as an agent of the 911 Board; nor shall the Agreement be construed so as to make Grantee an agent of the 911 Board. Grantee shall not have the ability to bind the 911 Board to any agreement for payment of goods or services, nor shall it represent to any person or entity that it has such ability. Grantee shall be responsible for payment of all its expenses, including rent, office expenses and all forms of compensation to employees. Grantee shall provide workers compensation insurance to the extent required for its operations and shall accept full responsibility for payments of unemployment compensation, social security, income taxes and any other charges, taxes or payroll deductions required by law in connection with its operations, for itself and its employees who are performing work pursuant to this Agreement. All expenses incurred by Grantee are its sole responsibility. The 911 Board shall not be liable for the payment of any obligations incurred in the performance of the Project.

10. Conflicts of Interest. Grantee acknowledges and represents that it has adopted policies governing conflicts of interest and ethics in the exercise of its authority, and its actions under this Agreement. Grantee will review, disclose and employ its best efforts to resolve any anticipated or reported conflict of interest or issue involving its ethics policies during the performance of this Agreement. Grantee shall, upon request, submit a copy of its conflict of interest policy, and shall ensure that such policy conforms to the requirements of N.C. Gen. Stat. §143C-6-23 and other applicable laws.

11. Obligation of Funds. Grant Funds provided by the 911 Board may not be utilized for expenses incurred by Grantee prior to the Effective Date or subsequent to the Termination Date. All unpaid obligations incurred prior to the Termination Date shall be paid and satisfied by Grantee within thirty (30) days thereafter. Prior approval shall not be required for changes that affect the approved budget unless a line item in the Grant Application Budget Narrative is exceeded by ten (10%) percent or \$500.00, whichever is greater. Any changes in the approved budget that would result in the addition or deletion of a budget category shall require prior approval from the 911 Board.

12. Project Records.

- a. Grantee shall maintain full, accurate and verifiable financial records, supporting documents, and all other pertinent data for this Project in such a manner so as to identify and document clearly the expenditure of Grant funds provided under this Agreement, separate from accounts for other awards, monetary contributions, or other revenue sources for this Project.

- b. Grantee shall retain all financial records, supporting documents, and all other pertinent records related to the Project for five (5) years from the Termination Date. In the event such records are audited, all Project records shall be retained beyond such three-year period until any and all audit findings have been resolved.
- c. Pursuant to N.C. Gen. Stat. §143C-6-23, and §147-64.7, Grantee agrees to make available to the State Auditor, Grantee, or designated representatives of the foregoing, all of its records which relate to the Project, and agrees to allow the 911 Board or its representative to audit, examine and copy any and all data, documents, proceedings, records and notes of activity relating in any way to the Project. Access to these records shall be allowed upon request at any time during normal business hours and as often as the 911 Board or its representative may deem necessary.
- d. Grantee acknowledges and agrees that it will be subject to the audit and reporting requirements prescribed by N.C. Gen. Stat. § 143C-6-23 *et seq.*, Non-State Entities Receiving State Funds or N.C. Gen. Stat. §159-34, The Local Government and Fiscal Control Act - Annual Independent Audit, Rules, and Regulations; as applicable. Such audit and reporting requirements may vary depending upon the amount and source of funding received by Grantee, and are subject to change from time to time. Grantee shall constantly monitor all performance under Grant-supported activities, including activities performed by Sub-grantees, to ensure that time schedules are being met, projected work units by time periods are being accomplished, and other performance goals are being achieved. Such obligations to comply with the Board's or other agency's monitoring activities shall survive grant closeout and the termination of this Agreement.
13. Publications.
- a. Any published or distributed reports, data, or other information shall contain a disclaimer statement to the following effect: *Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the view and policies of the 911 Board.*
- b. 911 Board may publish or arrange for the publication of information resulting from work carried out under this Agreement, and copyright any books, publications, films, or other copyrightable materials developed in the course of or resulting from work under this Agreement.
- c. Upon publication of materials resulting from the work of the Project, Grantee shall furnish a minimum of two copies of reprints to the 911 Board.
14. Termination; Availability of Funds.
- a. If Grantee fails for any reason to fulfill in a timely and proper manner its obligations under this Agreement, the 911 Board shall thereupon have the right to terminate this Agreement by giving written notice to Grantee of such termination and by specifying the effective date of termination. In such event, the 911 Board shall have no responsibility to make additional payments under this Agreement after the Termination Date. No further expenditures shall be made under this Agreement except for such work as shall have already been performed prior to the Termination Date and Grantee shall return all unearned funds upon the demand of the 911 Board. The Grantee shall not be relieved of liability to the 911 Board for damages sustained by the 911 Board by virtue of any breach of this agreement, and the 911 Board may withhold payment to the Grantee for the purpose of set off until such time as the exact amount of damages due the 911 Board from such breach can be determined.
- b. The Parties may terminate this Agreement by mutual consent upon sixty (60) days notice. Notice may be given by either party to the other at the addresses and to the attention of the Party's representative specified in Paragraph 28 below.
- c. Termination of the contract by the Grantee shall not prohibit the 911 Board from seeking remedies for additional costs consequential to the termination, which are incurred by the 911 Board. The Grantee shall repay to the 911 Board any Grant Funds received in excess of the payment due under this Agreement.
15. Liabilities and Loss. The 911 Board assumes no liability, nor shall it have any liability under this Agreement, with respect to accidents, bodily injury, illness, breach of contract or any other damages, claims, or losses arising out of any activities undertaken by Grantee or its contractors under this Agreement, whether with respect to persons or property of Grantee, or third parties. Grantee agrees to obtain insurance to protect it and others as it may deem desirable, or, if it elects not to obtain such insurance, it represents that it has adequate resources available to it for this purpose. Further, Grantee agrees to indemnify, defend and save harmless the 911 Board, and their respective officers, agents and employees against any liability, including costs and expenses and attorneys fees, for the violation of any proprietary right or right of privacy arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any information published resulting from the work of the Project or based on any libelous or other unlawful matter contained in such information. Grantee also further agrees to indemnify, defend and save harmless the 911 Board, and their respective officers, agents and employees from any and all claims and losses accruing or resulting to any and all subgrantees, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the Project and the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by Grantee or its agents in the performance of the Project.
16. Bankruptcy of Third Parties. In the event that any Sub-grantee (or other entity other than Grantee) receiving Grant funds files bankruptcy owing Grantee, the Board or other entities any money, it shall be the sole responsibility of Grantee to (i) immediately notify the Board and (ii) pursue all reasonable claims against the debtor in bankruptcy to obtain the maximum payment allowed by law. To the extent that Grantee fails to pursue the debtor in bankruptcy and obtain the maximum payment allowed by law, Grantee shall be responsible for all amounts paid to such Third Party that are not returned to Grantee; and no Grant Funds may be expended to replace such monies or payments represented by claims against the Third Party.
17. Remedies. In the event of Grantee's non-compliance with any provision in this Agreement, Grantee agrees that the Board may take any actions authorized by law or by this Agreement, including but not limited to those described in 9 N.C.A.C. 3M.0401. These remedies include, but are not limited to, reducing or suspending Grant funds or terminating the Grant, including the withdrawal of all funds described in this Agreement except for funds already expended on otherwise eligible activities which may not be recaptured or deducted from future grants. The Board may also require Grantee to reimburse Grantee's Program account for improperly expended funds by Grantee or any Subgrantee or other Third Party.
- a. (Consolidation grants) Reserved.
- b. Upon non-compliance with the applicable provisions of 9 N.C.A.C. 3M, the Board shall take measures under .0801 of that Subchapter to ensure that the requirements are met, including: communicating the requirements to the non-State entity; requiring a response from the non-State entity upon a determination of noncompliance; and suspending payments to the non-State entity until the non-State entity is in compliance.
- c. Pursuant to 9 N.C.A.C. 3M.0703(11), the Parties may terminate this Agreement with 60 day's notice by mutual consent, or as otherwise provided by law. Pursuant to 9 N.C.A.C. 3M.0703(13), unexpended grant funds shall revert back to the Board upon termination of the Agreement, unless otherwise provided by applicable laws, rules, regulations or orders.
- d. However, no termination of this Agreement or the Grant (i) removes Grantee's liability regarding any Grant funds improperly expended (including the Board's enforcement abilities to recover such funds) or (ii) removes Grantee's existing and continued obligations and liabilities with respect to Grant funds already properly expended (including the Board's enforcement abilities).
18. Entire Agreement. This Agreement supersedes all prior agreements between the 911 Board and Grantee, and expresses the entire understanding of the Parties with respect to the transactions contemplated herein, and shall not be amended, modified or altered except pursuant to a writing signed by both Parties.
19. Grantee Representation and Warranties. Grantee hereby represents and warrants that:
- a. Grantee is duly organized and validly existing as a unit of local government under the laws of the State of North Carolina.
- b. Grantee will provide written assurances from the County and parties to the interlocal agreements submitted with the Grant Application confirming that funding contingencies identified in the Grant Application are waived and that all such parties agree that grant funding is sufficient for the purposes and scope of the Grant. This Agreement constitutes a binding obligation of Grantee, enforceable against it in accordance with its terms. The execution and delivery of this Agreement have been duly authorized by all necessary action on the part of Grantee, and does not violate any applicable organizational documents of Grantee, or any agreement or undertaking to which it is a party or by which it is bound.
- c. Grantee shall allocate such further and sufficient funds to complete the project in a manner consistent with this Agreement and the Grant Application.
- d. There is no action, suit, proceeding, or investigation at law or in equity or before any court, public board or body pending, or to Grantee's knowledge, threatened against or affecting it, that could or might adversely affect the Project or any of the transactions contemplated by this Agreement or the validity or enforceability of this Agreement or Grantee's ability to discharge its obligations under this Agreement.
- e. All consents or approvals necessary from any governmental authority as a condition to the execution and delivery of this Agreement have been obtained by Grantee. Grantee shall provide the 911 Board with evidence of the existence of all such contracts at the time of the execution of this Agreement.
- f. The Grantee will notify the 911 Board Executive Director of any significant problems relating to the administrative or financial aspects of the award, such as misappropriation of funds; use of 911 Funds for non-eligible expenses; placement or retaining 911 funds in any account other than the Emergency System Telephone Fund.
20. Performance Measures. Grantee shall ensure that its contracts with third parties include performance measures that provide remedies ensuring protection of the Grant Funds, any matching funds or funds from other sources, and that secure completion of this Agreement consistent with the time and budget for the Project. Specific measures are within the discretion of Grantee, and shall consider including measures including one or more of the following:
- a. Requiring terminated vendors to provide costs of cover for replacement goods or services.
- b. Termination of vendor contracts for cause and vendor's forfeiture of rights to payment.

- c. Grantee's ownership, or free use, of all planning materials, estimates, drafts, plans, drawings and similar items or information produced by Grantee's vendors in the event of termination for any reason.
 - d. Grantee's requirement that its vendors provide contract security for their performance, including but not limited to, bonds, letters of credit, escrows of funds or other assets, or like security.
 - e. Terms and conditions of agreements allocating damages and setting forth limitations of liability as may be necessary or proper to ensure that any breaches or failures to perform by Grantee's vendors, as a minimum measure,
 - f. Acceptance testing and warranties for any and all equipment, goods and services provided by Grantee's vendors of sufficient duration and measurement to ensure performance consistent with 911 center operations.
21. Subcontracting. Grantee shall not subcontract any of the work contemplated under this contract without obtaining prior written approval from the 911 Board. Any approved subcontract shall be subject to all conditions of this Agreement. Only the subgrantees specified in the Application are to be considered approved upon award of the contract. Grantee shall be responsible for the performance of any subgrantee; and shall require all subgrantees to comply with the provisions of the grant award, including this Agreement. Grantee shall be responsible for the performance of any subgrantee.
- a. Grantee shall ensure that any subgrantee provides all information necessary or proper to ensure compliance with this Agreement and the timely completion of the Project.
 - b. The Grantee shall provide all necessary personnel, equipment, and facilities required to implement the work as stated in the Grantee's grant application and subsequently approved project schedules, budgets and project scope identified herein, in accordance with the stated objectives, goals, results, standards, and deliverables.
22. Excusable Delay (Force Majeure). Neither party shall be liable for any failure or delay in performing any of its obligations under this Agreement that is due to causes beyond its reasonable control, such as, but not limited to, acts of God, earthquakes and other natural catastrophes, governmental acts, shortages of supplies, riots, war, fire, epidemics, delays in common carriers, labor strikes or other difficulties or circumstances beyond its reasonable control. Grantee shall notify the 911 Board promptly of any factor, occurrence or event that comes to its attention that may affect or delay Grantee's ability to perform any of its other obligations hereunder. The obligations and rights of the excused party shall be extended on a day to day basis for the time period equal to the period of the excusable delay.
23. Dispute Resolution. The Parties agree that it is in their mutual interest to resolve disputes informally. A claim by Grantee shall be submitted in writing to the 911 Board for decision. A claim by the 911 Board shall be submitted in writing to Grantee for decision. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Agreement. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under this Agreement, or at law; or invite the other party to submit the matter to mediation. If both Parties agree to submit the matter to mediation, the following actions shall be taken:
- a. Each Party shall recommend a mediator certified by the N.C. Courts after first determining that the recommended mediator, and said mediator's firm, if any, have no conflict or prior knowledge of the matter to be resolved, and no prior work for or against either Party; and,
 - b. The recommended mediators must have knowledge of the general subject matter of the FCC 911 laws, regulations and 911 practices; and,
 - c. The recommended mediators must be able to execute and deliver a satisfactory confidentiality and non-disclosure agreement if information exempt from disclosure under N.C. Gen. Stat. §132-1, *et seq.* is relevant or material to the matter to be resolved; and,
 - d. Recommended mediators and their respective contact and qualification information shall be exchanged within five (5) days to each party as provided in Paragraph 28 below following the agreement to mediate; and
 - e. Unless the Parties mutually agree to select a particular mediator, the selection of a mediator shall be determined by the Mediator's earliest available date to initiate mediation. Any agreement to mediate shall require the Parties to appear and mediate the matter in good faith in accordance with the schedule and calendar established by the Mediator; and,
 - f. Provided, however, that this term shall not constitute an agreement by either Party to mediate or arbitrate any dispute; and that any agreement to mediate may be revoked or terminated without penalty therefore if so advised by the N.C. Attorney General.
24. Special Provisions and Conditions.
- a. The 911 Board may request from Grantee certain information that will assist 911 Board with evaluation of the short and long-range impact of its programs. Grantee recognizes that such requests may occur after termination of this Agreement and agrees, to the extent possible, to provide such information as requested.
 - b. If the 911 Board finds that Grantee has used grant funds for an unauthorized purpose, or in a manner not agreed and approved as provided in this Agreement, the Board shall report such findings to the Attorney General, The Office of State Budget and Management, the Office of the State Auditor, and the Office of the State Controller, as may be required by applicable law and regulations. Funds shall not be disbursed to Grantee if the Grantee fails to comply with the reporting requirements of this Agreement.
 - c. Nondiscrimination. Grantee agrees not to discriminate by reason of age, race, religion, color, sex, national origin, or handicap related to the activities of this Agreement.
 - d. Conflict of Interest. Grantee certifies that to the best of its knowledge no employee or officer of Grantee has any pecuniary interest in the business of the 911 Board or of the Project, and that no person associated with Grantee has any interest that would conflict in any manner with the performance of the Agreement.
 - e. Order of Precedence. To the extent of any conflict between this Agreement, including the Exhibits comprising Grantee's Grant Application and supporting documents and Reporting Schedule, such conflicts shall be resolved by first referring to this Agreement, followed serially by the Reporting Schedule, grant application, and lastly by other subordinate documents in reverse order to their adoption.
 - f. Compliance with Laws. Grantee shall at all times observe and comply with all laws, ordinances, and regulation of the state, federal and local governments which may in any manner affect the performance of the Agreement.
 - g. Non-Assignability. Grantee shall not assign any interest in the Agreement and shall not transfer any interest in the same without prior written consent of the 911 Board; provided, however, that claims for money due to Grantee from the 911 Board under this Agreement may be assigned to any commercial bank or other financial institution without such approval.
 - h. Personnel. Grantee represents that it has, or will secure at its own expense, all personnel required to carry out and perform the scope of services required under this Agreement. Such personnel shall be fully qualified and shall be authorized under state and local law to perform such services.
 - i. Future Cooperation. The Board and Grantee agree to cooperate fully with one another, to execute any and all supplementary documents and/or agreements that may be necessary or helpful to give full force and effect to the terms of this Agreement and to the Parties' intentions in entering this Agreement.
 - j. Illegal Aliens. No costs incurred as a result of work performed by illegal aliens shall be eligible for reimbursement by Grant funds. As such, in submitting a reimbursement request to the Board for payment, Grantee shall be required to certify to the Board that the expenses for which reimbursement is sought were not incurred as a result of work performed by illegal aliens.
25. Intellectual Property Rights. All documents, data, databases, maps, compilations and other works produced by Grantee or any subgrantee under this Agreement shall be considered either Works for Hire under applicable copyright law, or as public records, and neither Grantee nor any subgrantee shall have any property rights of ownership in such works.
26. Confidential Information. The Parties acknowledge and agree that each is subject to the N.C. Public Records Act, which is set forth in N.C. Gen. Stat. §132-1, *et seq.* The Parties further acknowledge and agree that other standards of confidentiality may apply to information made or received during the performance of this Agreement. Such information may include proprietary information of a third party. Prior to accepting any proprietary information, the receiving Party shall ensure that an appropriate and acceptable non-disclosure agreement (NDA) is prepared. Any NDA shall ensure:
- a. That the Proprietary Information is protected as permitted by applicable law,
 - b. That the Proprietary Information is available and accessible to all persons as may be necessary to complete the purposes of this Agreement, and
 - c. That the Proprietary Information is clearly marked as such.
27. Proprietary Information: Proprietary information shall be subject to the N.C. Public Records Act, which is set forth in N.C. Gen. Stat. 132-1, *et seq.* Grantee shall ensure that any third party is encouraged to review the applicable Statutes prior to submitting any information or documentation believed to be proprietary.
- a. 911 Board may maintain the confidentiality of certain types of information described in N.C. Gen. Stat. §132-1, *et seq.* Such information may include trade secrets defined by N.C. Gen. Stat. §66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132-1.2.
 - b. Grantee may permit third parties to designate appropriate portions of reports, data, and other deliverables as confidential, consistent with and to the extent permitted under the statutes set forth above, by marking the top and bottom of pages containing confidential information with a legend in boldface type "**CONFIDENTIAL.**" By so marking any page, any disclosing party warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors that the portions marked confidential meet the requirements of the Statutes set forth above.

c. The 911 Board may serve as custodian of confidential information and not as an arbiter of claims against any party's assertion of confidentiality. If an action is brought pursuant to N.C. Gen. Stat. §132-9 to compel disclosure information marked confidential, the disclosing party agrees that it will intervene in the action through its counsel and participate in defending the 911 Board, including any public official(s) or public employee(s). The 911 Board agrees to promptly notify Grantee in writing of any action seeking to compel the disclosure of a third party's confidential information. The 911 Board shall have the right, at its option and expense, to participate in the defense of the action through its counsel. The 911 Board shall have no liability to Grantee or any third party with respect to the disclosure of confidential information ordered by a court of competent jurisdiction pursuant to N.C. Gen. Stat. §132-9 or other applicable law; nor by disclosure of unmarked information or information that is publicly known.

28. Notice. All notices required or permitted to be delivered hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered by one or more of the following: when deposited in the United States mails, first class, postage prepaid and properly addressed, by facsimile, or by e-mail, as follows:

If to the 911 Board: Attn: Richard Taylor, Executive Director
N.C. 911 Board
P.O. Box 17209
Raleigh, NC 27609
Ph: 919-754-6624
[E-Mail: Richard.Taylor@nc.gov](mailto:Richard.Taylor@nc.gov)

If to Grantee: Attn: Jonathan A. Nixon
Emergency Services Director
P.O. Box 563
159 Creek Drive
Hertford, NC 27944
Ph.: 252-426-5646
[E-Mail: j.nixon@perquimanscountync.gov](mailto:j.nixon@perquimanscountync.gov)

or addressed to such other address or to the attention of such other individual as the 911 Board or Grantee shall have specified in a notice delivered pursuant to this Subsection.

29. Construction. This Agreement shall be construed and governed by the laws of the State of North Carolina. The place of this Agreement, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or in tort, relating to its validity, construction, interpretation and enforcement shall be determined. The Parties agree and submit, solely for matters relating to this Contract, to the jurisdiction of the courts of the State of North Carolina, and stipulate that Wake County shall be the proper venue for all matters.

30. This Agreement will expire if not signed and returned to the 911 Board for countersignature no later than ninety (90) days from the date it was sent to Grantee.

31. IN WITNESSETH WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

Perquimans County

By: _____
Title: Chairman, Perquimans County Board of Commissioners
Date: December 5, 2016

ATTEST:

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

By: _____
Chief Finance Financial Officer

N.C. 911 Board

By: _____
Title: _____
Date: _____

**STATE OF NORTH CAROLINA
COUNTY OF CHOWAN & COUNTY OF PERQUIMANS
INTERLOCAL AGREEMENT FOR BACKUP PSAP**

This Agreement, made this 5th day of December, 2016, by and between the County of Chowan (herein Chowan) and the County of Perquimans (herein Perquimans), for the purpose of insuring a functional Backup Public Safety Answering Point (PSAP) for both parties;

WITNESSETH:

WHEREAS, Chowan and Perquimans are both bodies corporate and political existing pursuant to the laws of the State of North Carolina; and
WHEREAS, Chowan and Perquimans are currently engaged in operating and maintaining respective county-wide "911 communications system"; and

WHEREAS, Chowan and Perquimans are desirous of insuring that any citizen utilizing the "Emergency 911" system in Chowan County or Perquimans County have their call answered as promptly and efficiently as possible; and

WHEREAS, during times of natural disaster and other unpredictable events, a county's 911 communications system may be temporarily disabled; and

WHEREAS, each party hereto recognizes the economy and benefits of utilizing the other's 911 emergency communications system temporarily and facilities for a longer term; and

WHEREAS, the parties desire to set forth in this Agreement the terms by which Chowan and Perquimans may utilize the other's 911 emergency communications centers for the benefit of the people of Chowan and Perquimans Counties; and

NOW, THEREFORE, in consideration of the terms, conditions, and covenants expressed therein, the parties agree as follows:

1. PURPOSE OF AGREEMENT

The purpose of this Agreement is to confirm the understanding of the parties' responsibilities and obligations whereby Chowan utilizes Perquimans as its Backup 911 Center, currently located at 159 Creek Drive in Hertford, NC, during such times as Chowan may experience failure of its primary 911 Center, and Perquimans utilizes Chowan as its Backup 911 Center currently located at 305 West Freemason Street in Edenton, NC, during such times as Perquimans may experience failure of its primary 911 Center, subject to the terms of this Agreement as set forth below.

2. RESPONSIBILITIES OF CHOWAN

2.1 Chowan agrees to provide a physical location for placement and use of equipment needed for Perquimans to function as their 911 Center. Chowan agrees to provide enough space for three (3) workstations.

2.2 Chowan agrees to provide antenna space for Perquimans to install necessary radio equipment.

2.3 Chowan agrees to provide space in its recording system to capture all telephone and radio traffic associated with Perquimans during a Perquimans failure at Chowan's expense.

2.4 Chowan agrees to provide data connectivity (Internet) at the Chowan location for Perquimans data use. 2.5 Chowan agrees to maintain its 911 Center facility operationally functional and up to date as possible.

2.6 Chowan agrees to provide key or other methods of access to Perquimans so that Perquimans will have access should a failure occur in Perquimans.

2.7 Chowan agrees to give the Perquimans 911 Director as much advance notice as practicable under the then existing circumstances of its need and intent to operate within the Perquimans facility.

Witness my hand and Notarial Seal, this 7th of December, 2016.

My Commission expires: 10-05-2019 .

Notary Public

PERQUIMANS COUNTY

T. Kyle Jones, Chairman

ATTEST:

Mary P. Hunnicutt Clerk

[seal]

NORTH CAROLINA
PERQUIMANS COUNTY

I, William C. Heath, III, a Notary Public in and for the aforesaid County and State, do hereby certify that Mary P. Hunnicutt (insert name of person attesting above) personally appeared before me this day and acknowledged that she is Clerk of Perquimans County (for example), a North Carolina municipal corporation, and that by authority duly given and as the act of the County of Perquimans, the foregoing instrument was signed in its corporate name by its Manager, sealed with its corporate seal, and attested by herself as Clerk (if that's the title the one attesting is).

Witness my hand and Notarial Seal, this 8th of December, 2016.

My Commission expires: 3-23-18 .

William C. Heath, III
Notary Public

REGISTER OF DEEDS ITEMS

County Manager Heath and Jacqueline Frierson, Register of Deeds, presented the following items to the Board for them to consider and take action:

- **Reinstatement of Salary:** Mr. Heath explained that, following the General Election in which the Register of Deeds ran unopposed, the Board needs to reinstate the Register of Deeds' salary to \$45,685 (Grade 70/Step 7) effective December 1, 2016. This action needs to be taken in compliance with General Statute 153A-92. On motion made by Edward R. Muzzulin, seconded by Fondella A. Leigh, the Board unanimously reinstated the Register of Deeds' Salary to \$45,685 (Grade 70/Step 7) effective December 1, 2016.
- **Resolution - Authorizing Removal of Certain Record Books:** Mr. Heath presented a Resolution authorizing the removal of certain record books for repair. On motion made by Fondella A. Leigh, seconded by Edward R. Muzzulin, the Board unanimously approved the following Resolution:

**RESOLUTION AUTHORIZING
REMOVAL OF CERTAIN PUBLIC RECORD BOOKS
KEPT BY THE REGISTER OF DEED FOR
THE PURPOSE OF REPAIR, RESTORATION
AND REBINDING**

WHEREAS, NCGS 132-7 provides that books of public records should be copied or repaired, renovated or rebound if worn, mutilated, damaged or difficult to read; and

WHEREAS, there is identified certain books of public records maintained by the Register of Deeds in need of repair, restoration and rebinding; and

WHEREAS, KOFIL Technologies is under contract to provide repair, restoration and rebinding of those certain books of public records.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS FOR PERQUIMANS COUNTY, NORTH CAROLINA, that:

Section 1. The Register of Deeds is authorized to remove or cause to be removed to the care and custody of KOFIL Technologies for repair, restoration and rebinding the following books for public records:

Plat Book 3 Page 1 thru 242

Section 2. The books of public records listed in Section 1 of this resolution may remain in the care and custody of KOFIL Technologies for the length of time required to repair, restore and rebind them.

Section 3. This resolution is effective upon its adoption.

ADOPTED the 5th day of December, 2016.

T. Kyle Jones, Chairman
Board of Commissioners

ATTEST:

Mary P. Hunnicutt, Clerk to the Board

- **Request for Salary Increase – Register of Deeds:** Mr. Heath explained that Ms. Frierson had presented information in the Board's Agenda Packet that supports her request for a salary increase. Ms. Frierson gave additional information to support her request. Mr. Heath explained that typically the Board does not make budget changes at the same meeting it is requested. On motion made by Joseph W. Hoffler, seconded by Wallace E. Nelson, the Board decided to table the matter until the January Work Session.

BANK RESOLUTION & SIGNATURE STAMP

Due to a change in Chair, the Board needs to approve the Resolution and Agreement for Deposit Account and Bank/Corporate Services to authorize new Chairman, T. Kyle Jones, to sign checks for the PNC Checking Account and the Single-Family Rehab Account along with Tracy Mathews, Finance Officer, and Frank Heath, County Manager. Also included in the approval is the use of the Chair's stamp. On motion made by Joseph F. Hoffler, seconded by Wallace E. Nelson, the Board unanimously authorized Chairman and County Staff to sign the Resolution and Agreement for PNC Bank and Single-Family Rehab accounts and the use of Chair's signature stamp when necessary.

VOTING DELEGATE – LEGISLATIVE GOALS CONFERENCE

The Legislative Goals Conference is being held on January 12-13, 2017 in Raleigh, NC. At the present time, no one has registered to attend. It was the consensus of the Board for the members to check their calendars to see who could attend. They were to let Mary Hunnicutt know so she could register them. The Voting Delegate appointment will be tabled until the January meeting.

SALE OF SURPLUS VEHICLES

County Manager Heath reported that, with the help of the Finance Office and Helen Hunter, we have sold another surplus vehicle on GovDeals. The highest bidder was as follows:

BUYER	VEHICLE	START BID	SOLD AMOUNT	GOVDEALS FEE	NET RESULTS
Deshawn Wiggins	2010 Ford Fusion	\$500.00	\$2,810.00	\$140.50	\$2,669.50

On motion made by Wallace E. Nelson, seconded by Joseph W. Hoffler, the Board unanimously authorized Mr. Heath to proceed with the sale of this surplus vehicle.

PUBLIC COMMENTS

There were no public comments.

ADJOURNMENT

There being no further comments or business to discuss, the Regular Meeting was adjourned at 8:30 p.m. on motion made by Fondella A. Leigh, seconded by Joseph W. Hoffler.

T. Kyle Jones, Chairman

Clerk to the Board
