
WORK SESSION

June 20, 2016

7:00 p.m.

The Perquimans County Board of Commissioners met in a regular Work Session on Monday, June 20, 2016, at 7:00 p.m. in the Commissioners' Room located on the first floor of the Perquimans County

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

MEMBERS ABSENT: Edward R. Muzzulin

OTHERS PRESENT: Frank Heath, County Manager Mary P. Hunnicutt, Clerk to the Board

ADJOURNMENT

Chair Cole said that, since there was no business to discuss, she adjourned the Work Session at 7:22 p.m.

 Janice McKenzie Cole, Chair

 Clerk to the Board

REGULAR MEETING

July 5, 2016

7:00 p.m.

The Perquimans County Board of Commissioners met in a regular meeting on Tuesday, July 5, 2016, at 7:00 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
 Hackney High, County Attorney

After the Chair called the meeting to order, County Manager Heath gave the invocation and the Chair led the Pledge of Allegiance.

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 Edward R. Muzzulin, seconded by Wallace E. Nelson.

1. **Approval of Minutes:** June 6, 2016 Regular Meeting & June 20, 2016 Special Called Meeting/Regular Work Session
2. **Tax Refund Approval:**

PERQUIMANS COUNTY TAX REFUND:

Billups, Peter----- \$121.44

c/o Phyllis Billups (check payable) – inadvertent error in assessment. Account No. 100720.

3. **Step/Merit Increases:**

Employee Name	Employee Job Title	Grade /Step	New Salary	Effective Date
Mary Hunnicutt	Secretary/Clerk to the Board/Personnel Officer	65/8	37,576	7/1/16
Virgil Parrish	Chief Inspector	71/15	58,031	7/1/16
William Felton	Supervisor - Buildings & Grounds	62/9	33,732	7/1/16
Lillian Chappell	Telecommunicator	60/9	14.85	7/1/16
Kevin Ayers	EMT-I	66/2	16.31	7/1/16
Theodore B Bowen	EMT-I	66/2	16.31	7/1/16
Faith Broughton	EMT-I	66/2	16.31	7/1/16
Bethany Buttram	EMT-I	66/2	16.31	7/1/16
Cody Cornelius	EMT-I	66/2	16.31	7/1/16
Chris Duty	EMT-I	66/2	16.31	7/1/16
Wilford Forbes	EMT-B	63/2	14.29	7/1/16
Aaron J Grosjean	EMT-I	66/2	16.31	7/1/16
Nancy Harrell	EMT-I	66/2	16.31	7/1/16
Wayne Jordan	EMT-I	66/3	16.71	7/1/16
Duncan Lane	EMT-B	63/3	14.64	7/1/16
Debbie Lyman	EMT-I	66/2	16.31	7/1/16
Walter Meads	EMT-I	66/4	17.12	7/1/16
Hazelene Miller	EMT-I	66/3	16.71	7/1/16
Maria Schwartz	EMT-I	66/2	16.31	7/1/16
Julie Solesbee	EMT-I	66/3	16.71	7/1/16
William Tutwiler	EMT-I	66/2	16.31	7/1/16
Lisa Whidbee	EMT-I	66/2	16.31	7/1/16
Joanne Avery	IMC II	63/1	28,999	7/1/16
Krystal Dozier-Bass	Public Information Assistant IV	59/2	24,925	7/1/16
Angela Jordan	Social Work Supervisor III	73/4	48,470	7/1/16
Debbie Proctor	Secretary	61/10	33,088	7/1/16
Faye Myers	Secretary/Senior Citizen	60/6	28,717	7/1/16
Ray Fesperman, Jr.	Sergeant	67/6	39,078	7/1/16
Kendall Harrell	Sergeant	67/8	41,034	7/1/16
Quinton Jordan, Jr.	Deputy Sheriff (Certified)	65/9	38,492	7/1/16
Thomas Reid	Deputy Sheriff (Certified)	65/8	37,576	7/1/16

Employee Name	Employee Job Title	Grade/Step	New Salary	Effective Date
Shelton White	Deputy Sheriff/Investigator	68/9	43,928	7/1/16
Helen L. Hunter	Tax Clerk/Finance Specialist	59/10	30,295	7/1/16
Debbie Stallings	Assistant Tax Administrator	66/11	42,236	7/1/16
Kathy Matthews	Water Clerk	61/9	32,279	7/1/16
Kelvin Roberson	Water Plant Operator	64/17	44,773	7/1/16

4. **Board Appointment:** The following Board appointment was approved by the Board:

NAME	BOARD	ACTION	TERM	EFFECTIVE DATE
Aples, Archie	Recreation Advisory Committee - Hertford	Appointment	3 yrs.	7/1/2016

5. **Third-Party Consultant Agreement:** The Board approved the following proposal received from Roger Waldon, Senior Consultant with Clarion, to assist County staff with the review of upcoming projects.

Proposal to Provide Planning Services to Perquimans County, NC
June 28, 2016
Clarion Associates

Clarion Associates, a national planning consulting firm with offices in Chapel Hill, North Carolina, proposes to offer services to Perquimans County as described below:

The Context

Perquimans County has received an application from Timbermill Wind, LLC, requesting a Conditional Use Permit to construct a wind energy facility on property located in Perquimans County. The project is proposed to be located on approximately 17,000 acres of land spanning Perquimans and Chowan Counties, and will include 105 turbines.

The County has been reviewing and processing the application materials, and seeks a third-party review of the application, with particular focus on studies that have been prepared focusing on shadow flicker analysis, sound analysis, blade drop and throw analyses, and ice drop and throw analyses.

The County has enacted zoning provisions regarding the development of Wind Energy Facilities, last amended on February 1, 2016.

Clarion Associates offers to conduct a review of the application, and provide comments regarding compliance with Perquimans County zoning regulations.

Proposed Scope of Work

Clarion Associates proposes to review the Timbermill Wind Power Project application materials and prepare comments to submit to Perquimans County as follows:

- Comments regarding the completeness of the application.
- Comments regarding the completeness and sufficiency of five separate reports:
 - Decommissioning Study
 - Shadow Flicker Analysis
 - Sound Analysis
 - Blade Drop and Throw Analyses
 - Ice Drop and Throw Analyses
- Comments regarding compliance of the application with Perquimans County zoning regulations.
- Comments regarding the four findings that the Board of County Commissioners are required to address in consideration of the application for a Conditional Use Permit.
- Suggestions for conditions of approval that may be considered as part of approval of this application.
- Suggestions of issues that may be considered as possible reasons for denial of the application.

A report will be prepared to include these comments and suggestions, and delivered to the County in paper and electronic formats. If desired by the County, Clarion staff will be available to present the report at a meeting or meetings in Perquimans County, as requested by the County.

Services will be provided by Roger Waldon, Senior Clarion Consultant, with occasional consultation as needed with other Clarion professionals. A one-page summary of Mr. Waldon’s qualifications and experience is attached, along with a one-page description of Clarion Associates.

Proposed Cost for Services

Clarion proposes to produce this report, along with regular consultation with Perquimans County staff (via email and telephone calls), for a fee of \$5,950.00, based on my hourly billing rate of \$165 and consultation with another Clarion principal who has done wind energy regulatory work. If the County seeks to have a Clarion professional (Roger Waldon) appear at a meeting or meetings in Perquimans County to present the report, a per-trip fee of \$1200 will apply (including time and travel expenses). For a two-day trip (overnight stay in Hertford with meetings on consecutive days) a fee of \$2000 will apply.

Summary of Qualifications

Following is a one-page summary of qualifications for the firm, and for Roger Waldon who will be leading this effort.

6. **Memorandum of Understanding with e-Recording Partners Network:** Last month, Jacqueline Frierson, Register of Deeds, informed the Board that the Register of Deeds’ Office has started a new program entitled “GetCertificateNow”. The Board approved the following Memorandum of Understanding:

ELECTRONIC RECORDING MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING, dated _____, is between eRecording Partners Network, LLC (ePN) and _____ (“County”) located in _____.

ePN offers a national electronic recording service to function as a trusted third party for Title Insurance Companies, Attorneys, Mortgage Bankers, Full Service Banks and other trusted entities to submit electronic documents to government entities for recording.

County desires to offer recording of real property documents by electronic transmission in substitution for conventional paper based documents and to assure that transactions are not legally invalid or unenforceable as a result of the use of available electronic technologies for the mutual benefit of the parties of the transactions.

For purposes of this Memorandum of Understanding, *Electronic Recording* is defined based on the level of automation and structure of the transaction. The three levels of automation are as follows:

- Level 1 Submitting organizations transmit scanned image copies of ink signed documents to the county. The County completes the recording process in the same way as paper using the imaged copy as the source document. An electronic recording endorsement is returned to the organization in the form of a label or printing process in order for the submitting organization to append that information to the original paper document.
- Level 2 Submitting organizations transmit scanned images of ink signed documents along with electronic indexing information to the county. The County performs an electronic examination of the imaged documents and indexing data, and then completes the recording process using the imaged copy and electronic indexing information. The electronic version of the recorded document is returned electronically to the submitting organization along with the electronic recording data.
- Level 3 Submitting organizations transmit “Smart” documents which are a single object containing the electronic version of the document in such a way that enables the electronic extraction of data from the object. Smart documents

are required to be signed and notarized electronically. The Smart document is endorsed electronically by the county and returned in Smart document format to the submitting organization.

Program Eligibility

Title Insurance Companies, Attorneys, Mortgage Bankers, Full Service Banks and other trusted entities may directly or through a trusted third party provider submit real property records for electronic recording. Electronic Recording mandates a close working relationship as well as mutual trust between the County and the submitting entity. All parties of the Electronic Recording transaction desire to operate and maintain a secure recording system that safeguards parties to recordation from deceit, fraud and forgery. This Memorandum of Understanding outlines the procedures and rules for the trusted relationship between ePN and the County to facilitate a safe and secure Electronic Recording relationship.

Participation in the Electronic Recording program is voluntary and the decision to do so is a business judgment.

There will be no added fees or costs of any kind charged by the County for Electronic Recording,

County Requirements

The Electronic Recording Program of the County is defined by the requirements attached to this Memorandum of Understanding.

- **Attachment A** contains the document and indexing specifications for the Electronic Recording program. For each document, the County specific document code is provided along with the required indexing information. Any County specific editing rules will also be described in this attachment. ePN acknowledges that County will reject and return any transactions that do not meet the document and indexing specifications.
- **Attachment B** contains the processing schedules and hours of operation for the Electronic Recording Program. Neither party shall be liable for any failure to perform processing of the transactions and documents where such failure results from any act of God or other cause beyond the party's reasonable control (including, without limitation, any mechanical, electronic or communications failure which prevents the parties from transmitting or receiving the electronic recording transactions. If the County system causes delays or power failures that interfere with the normal course of business, the County will notify ePN with a choice of using a courier service or waiting until the problem has been remedied,
- **Attachment C** provides the payment instructions for the Electronic Recording program. This form provides the account information for ePN to deposit payments via ACH into the County bank account.

ePN Responsibilities

ePN acknowledges that Electronic Recording permits them to prepare, sign and/or transmit in electronic formats documents and business records and the document or records shall be considered as the "original" record of the transaction in substitution for, and with the same intended effect as, paper documents and, in the case that such documents bear a digital or electronic signature, paper documents bearing handwritten signatures.

By use of electronic or digital certificates to sign documents, ePN intends to be bound to those documents for all purposes as fully as if paper versions of the documents had been manually signed.

By use of electronic or digital certificates to sign documents, ePN intends to be bound by those electronic signatures affixed to any documents and such electronic signature shall have the same legal effect as if that signature was manually affixed to a paper version of the document.

General Terms

The County will not incur any liability for the information electronically transmitted by ePN. Should a dispute or legal action arise concerning an electronic transaction, the County will be held harmless and not liable for any damages.

The County will not incur any liability for any breach of security, fraud or deceit as a result of Electronic Recording. Neither ePN nor the County shall be liable to the other for any special, incidental, exemplary or consequential damages arising from or as a result of any delay, omission or error in the Electronic Recording transmission or receipt.

ePN and the County will attempt in good faith to resolve any controversy or claim arising out of or relating to Electronic Recording through either negotiation or mediation prior to initiating litigation.

Pamela Trombo
eRecording Manager
888-325-3365 ext 11240
pam@GOePN.com

ePN Support
888-325-3365 ext 1
support@GOePN.com

ePN Accounting
888-325-3365 ext 11226
accounting@GOePN.com

Either party may terminate this Memorandum of Understanding for any reason by providing 30 days written notice of termination.

Agreed and Accepted:

eRecording Partners Network, LLC

County:

Signature
Name: Pamela Trombo
Title: eRecording Manager
Date: _____

Signature
Name: Janice McKenzie Cole
Title: Chair, Perquimans County Board of Commissioners
Date: _____

Attachment A

Document and Indexing Specifications

Accepted eRecord Document Types and Document Codes:

(or attach document list or note that software vendor will provide document list)

XML Indexing Specifications:

Required: (i.e. Grantor/Grantee, etc.)

Attachment B

Hours of Operation and Processing Schedule

Office Hours of Operation: _____ AM to _____ PM (_____)
Time Zone

eRecording Processing Hours: _____ AM to _____ PM

Closed for Holidays as Follows: (Optional)

BILL JENNINGS, TAX ADMINISTRATOR

Mr. Jennings presented his monthly report. Mr. Jennings explained that Pearson Appraisals have left Perquimans County and is now working in Tyrrell County. They have explained to Mr. Jennings that they are only a phone call away if they are needed here again. Commissioner Peeler asked Mr. Jennings how the Agreement between the Department of the Navy, the Department of Defense, and Iberdrola will affect their taxes. Mr. Jennings said that he would have to research that and let him know.

JEWEL WINSLOW, EXTENSION DIRECTOR

Ms. Winslow informed the Board that she wants to apply for the SHIIP (Senior Health Insurance Information Program) Grant again this fiscal year. This program has been very beneficial to our senior population and she would like to continue with it. She said that the County could receive up to \$3,278 this year. She requested permission to apply and explained that everything is being handled via electronically so she did not have a copy of the application. Matthew Peeler made a motion to authorize Ms. Winslow to apply on behalf of Perquimans County for the SHIIP Grant in the amount of \$3,278 and authorize Frank Heath, County Manager, to sign the electronic copy of the application. The motion was seconded by Wallace E. Nelson and unanimously approved by the Board.

COMMISSIONER'S CONCERNS/COMMITTEE REPORTS

Chair Cole asked if there were any Commissioner's Concerns or Committee Reports. There being none, Chair Cole proceeded with Old Business.

UPDATES FROM COUNTY MANAGER

County Manager Heath presented the following updates:

- Mr. Heath informed the Board that they took down two dilapidated houses - one on Chapanoke Road and one on Woodville Road. Chair Cole asked if the expenses to tear down these houses were charged to the homeowner's taxes. Mr. Heath said that they are working with the homeowners to receive payment. Commissioner Peeler asked if the property tax values had changed due to the removal of the houses. Will this cause the County to lose money since we probably will not be collecting their taxes. Mr. Heath said that he did not think this would happen because we are talking with the taxpayers and they know what is going on.
- **Boat Ramp Project:** Wildlife is waiting on insurance and bond information from the contractor.
- **Library Project:** Mr. Heath informed the Board that the County's application for funding for the Library Project went before the Local Government Commission (LGC) in July.

ANNUAL CONTRACTS

The following annual contracts were presented by County Manager Heath for Board action:

Senior Nutrition Contract: County Manager Heath explained that this contract is between Perquimans County and Albemarle Commission to handle the Senior Nutrition Program at the Senior Center. The cost is \$8,961.03 for FY 2016-2017.

Drainage Management Contract: County Manager Heath explained that this contract is between Perquimans County and Dwane Hinson to handle drainage water management consulting services to meet the water management needs in Perquimans County. And it has the option to extend on an annual basis. The contract with Dwane Hinson would be for another year at a cost of an average of 12 hours per week at a fee of \$30.00 per hour plus a mileage supplement of 50.5 cents per mile.

Public Information Officer Contract:

AGREEMENT

Agreement is hereby made between Perquimans County, North Carolina and Thomas Morris Ponte as set forth below according to the following terms, conditions and provisions.

- | | | |
|----|------------------------|---|
| 1. | Identity of Client | Perquimans County Emergency Management
159 Creek Drive
Hertford, NC 27944 |
| 2. | Identity of Contractor | Thomas Morris Ponte
111 Green Ct W
Hertford, NC 27944 |
| 3. | Work to be Performed | Contractor agrees to provide services as the Public Information Officer for Perquimans County Emergency Management on a best efforts basis. This will include serving as media contact for planned events (exercises); emergencies and as a representative for any seminars, conferences or meetings involving Public Information for Perquimans County Emergency Management. |
| 4. | Terms of Payment | Client shall pay the Contractor the sum of \$110.00 per month. |
| 5. | Expenses | Client shall not be liable for any expenses paid or incurred by Contractor unless agreed to in writing. |
| 6. | Terms of Agreement | The effective date of this agreement shall be July 1, 2016 and will terminate on June 30, 2017 and shall be renewed on a yearly basis. This contract can be terminated by either party with thirty (30) days written notice to the other party. |

Client:	Perquimans County Emergency Management	By: _____	Date: _____
Contractor:	Thomas M. Ponte	By: <u>Thomas M. Ponte</u>	Date: <u>4/20/16</u>

Economic Development Consultant Contract:

DAVID N. GOSS
Economic Development Consultant
125 Cashie Drive
Hertford, NC 27944

June 2, 2016

Frank Heath
County Manager
Perquimans County
P.O. Box 45
Hertford, NC 27944

Dear Frank:

Described below is a proposal [for the period July 1, 2016 through June 30, 2017] for me to continue to provide economic development consulting services to Perquimans County.

Work Program

- Serve as Perquimans County's primary point of contact for perspective economic development inquiries.
- Continue to market the Perquimans County Commerce Centre to a variety of potential companies, but with a priority focus on marine, logistics/supply chain, and entrepreneurial entities.
- Assist County Manager with negotiations and follow-up with potential Commerce Centre land buyers and, where applicable, support buyers in their acquisition and development processes.
- Provide staff liaison with the North Carolina Marine Industrial Park Authority [NCIPA] in the development of a Marine Industrial Park (MIP) within the Commerce Centre. During this fiscal year this activity will be focused on (1) seeking potential businesses development opportunities, (2) supporting companies that commit to the MIP and (3) assisting NCIPA in obtaining funding support for and the initiation of the MIP basin.
- Assist, where required, in the implementation of the Commerce Centre boat ramp project.
- Finalize the development of a site plan for Phase 2 of the Commerce Centre and start implementation of priority plan projects.
- In coordination with the Perquimans Chamber of Commerce and Albemarle Commission, continue to support a Small Business Resource Center at the Chamber that provides resource services to potential users of the Center to create new and/or grow existing small businesses.
- Continue to be an active participant in the regional marketing efforts of the North Carolina East Alliance.
- Assist Hertford and Winfall in their economic development initiatives, with priority focus on tourism-related opportunities.
- Assist the Perquimans Tourism Development Authority in the development and initiation of a more robust tourist/visitor program.

- Assist the Albemarle Commission in the implementation of a regional Ecotourism program, with a specific focus on enhancing water quality in the region.
- Where applicable, assist in the preparation of North Carolina economic development grant/loan applications for existing and potential businesses in Perquimans County.
- Assist Commerce Centre site buyers in the design and implementation of workforce development programs, if necessary, in cooperation with the Albemarle Commission, COA and ECSU's SBTDC programs.
- Present periodic oral reports to the Board of Commissioners.
- Have an annual review of projects and evaluation of progress and performance with the County Manager.
- Undertake special projects as requested by the County Manager and/or the EDC.

Compensation

My proposed compensation for the above Work Program would be a retainer fee of \$1,679.73 a month [current compensation] that would cover my time and travel-related costs within the region. However, if County employees are given an annual percentage cost of living increase during the 2016-17 fiscal year, I request that this monthly retainer fee be increased by the same percentage amount. Not included would be any travel-related costs outside the region, membership fees for relevant economic development-related organizations and registration fees for trade shows/economic development conferences that I have authorization to attend from the County.

I continue to appreciate and enjoy the economic development consulting relationship I have had with Perquimans County. I look forward to a continuing productive relationship over the 12-month period from July 1, 2016 through June 30, 2017.

Sincerely,

David N. Goss

David N. Goss

Frank Heath
Perquimans County Manager

Administrator of Community-Based Youth Gang Violence Prevention Program Contract & Administrator of Restitution/Community Service Program Contract:

NORTH CAROLINA

CONTRACT FOR SERVICES

PERQUIMANS COUNTY

THIS AGREEMENT made and entered into this the 1st day of July, 2016, by and between PERQUIMANS COUNTY, hereinafter referred to as "the County", and Donna Jones, hereinafter referred to as the "Provider";

WITNESSETH:

THAT WHEREAS the County has received a State Grant from the North Carolina Department of Juvenile Justice and Delinquency Prevention to finance the Community-Based Youth Gang Violence Prevention Program; and

WHEREAS the County and the Provider wish to enter into an agreement, by which the Provider will provide Community-Based Youth Gang Violence Prevention services as an independent contractor;

NOW, THEREFORE, PERQUIMANS COUNTY and Donna Jones, agree as follows:

1. RESPONSIBILITIES OF THE PROVIDER.

a. As Provider, Donna Jones will administer the Community-Based Youth Gang Violence Prevention Program in Perquimans County according to State of North Carolina guidelines.

b. As Provider, Donna Jones will promptly complete and deliver all paperwork, including, but not limited to, monthly billings to the State, to be signed by the County Manager or Finance Officer of Perquimans County.

c. As Provider, Donna Jones shall, during each fiscal year, make two (2) presentations to the Perquimans County Board of Commissioners as to the performance of the Community-Based Youth Gang Violence Prevention Program in Perquimans County.

2. TERM.

Unless sooner terminated, the term of this contact shall be for the period beginning July 1, 2016 and continuing through June 30, 2017. The Provider will provide a minimum of 32 hours per week, of which 11 hours are funded by JCPC/OJJ funding, except when she is observing County holidays. All holidays observed by the County shall be observed by the Provider.

3. CONTRACT PRICE.

Perquimans County shall pay the Provider as follows: \$1,789.58 monthly beginning on the 25th of July and on the 25th day of every month thereafter through June 25, 2017. If this contract is terminated prior to June 30, 2017, the Provider shall be paid through the date of termination, but not for any time thereafter.

4. TERMINATION.

This contract may be terminated at any time by the County of Perquimans or by the Provider, Donna Jones, upon written notice to the other.

5. WORKERS' COMPENSATION.

The Provider will be covered under Perquimans County's Workers' Compensation Program for the period of time covered by this Agreement.

6. FICA AND TAXES.

The Provider will be required to record and pay all of her Social Security taxes and to file and pay all of her North Carolina and Federal Income taxes.

7. INDEPENDENT CONTRACTOR.

The Provider, Donna Jones, shall at all times under this Agreement be considered an independent contractor with Perquimans County. The Provider understands that under this contract she is not a county employee and she shall not be eligible for any of the benefits of the employees of Perquimans County and that she shall not come under the rules of the Perquimans County personnel policy.

IN WITNESS WHEREOF, PERQUIMANS COUNTY has caused this agreement to be executed, in duplicate originals, by the Chairman of its Board of Commissioners and attested by the Clerk to the Board, and its seal to be hereunto affixed, the day and year first above written, and DONNA JONES, has hereunto set her hand and seal, in duplicate originals, the day and year first above written.

PERQUIMANS COUNTY

By: _____
Chairman, Board of Commissioners of
Perquimans County

ATTEST:

Clerk to the Board

DONNA JONES

NORTH CAROLINA

PERQUIMANS COUNTY

I, _____, a Notary Public of the County and State aforesaid, certify that Mary P. Hunnicutt, personally came before me this day and acknowledged that she is Clerk to the Board of the Commissioners of Perquimans County, and that by authority duly given and as the act of said Board, the foregoing instrument was signed in its name by its Chairman, sealed with is corporate seal and attested by her as its Clerk.

Witness my hand and official stamp or seal, this _____ day of _____, 2016.

My commission expires: _____

Notary Public

NORTH CAROLINA

PERQUIMANS COUNTY

I, _____, a Notary Public of the County and State aforesaid, certify that DONNA JONES, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this _____ day of _____, 2016.

My commission expires: _____

Notary Public

NORTH CAROLINA

CONTRACT FOR SERVICES

PERQUIMANS COUNTY

THIS AGREEMENT made and entered into as of July 1, 2016, by and between PERQUIMANS COUNTY, hereinafter referred to as "the County", and DONNA JONES, hereinafter referred to as the "Provider";

WITNESSETH:

THAT WHEREAS the State of North Carolina has a program called the Restitution/Community Service Program whereby juveniles who have been found delinquent engage in work in order to earn money which is then paid as restitution for their delinquent offense or offenses and/or engage in community service for said offense or offenses; and

WHEREAS the County is seeking to employ the Provider for the administration of the Restitution/Community Service Program in Perquimans County; and

THAT WHEREAS the Provider, as an independent contractor, is prepared to serve as the part-time Program Administrator for the Restitution/Community Service Program in Perquimans County; and

WHEREAS the County is eligible to receive a State Grant to finance the Restitution/Community Service Program; and

WHEREAS the County and the Provider wish to enter into an agreement, by which the Provider will provide services as an independent contractor administering the Restitution/Community Service Program for Perquimans County; and

NOW, THEREFORE, PERQUIMANS COUNTY and DONNA JONES, agree as follows:

1. RESPONSIBILITIES OF THE PROVIDER.

(A) As Provider, Donna Jones will administer the Restitution/Community Services Program in Perquimans County according to State of North Carolina guidelines.

(B) As Provider, Donna Jones will promptly complete and deliver all paperwork, including, but not limited to, monthly Client Tracking Forms (CTF) data to the State.

(C) As Provider, Donna Jones shall, during each fiscal year, make two (2) presentations to the Perquimans County Board of Commissioners as to the performance of the Restitution/Community Service Program in Perquimans County.

2. TERM.

Unless sooner terminated, the term of this contact shall be for the period beginning July 1, 2016 and continuing through June 30, 2017. The Provider will provide services to complete the Restitution/Community Service Program as needed, except when she is observing County holidays. All holidays observed by the County shall be observed by the Provider.

3. CONTRACT PRICE.

Perquimans County shall pay to the Provider, the total of \$4,500.00, and represents 12 hours per week, which shall be paid as follows: \$900.00 on the 25th day of every month thereafter through June 25, 2017. If this contract is terminated prior to June 30, 2017 the Provider shall be paid through the date of termination, but not for any time thereafter.

4. TERMINATION.

This contract may be terminated at any time by the County of Perquimans or by the Provider, Donna Jones, upon written notice to the other.

5. WORKERS' COMPENSATION.

The Provider will be covered under Perquimans County's Workers' Compensation Program for the period of time covered by this Agreement.

6. FICA AND TAXES.

The Provider will be required to record and pay all of her Social Security taxes and to file and pay all of her North Carolina and Federal Income taxes.

7. INDEPENDENT CONTRACTOR.

The Provider, Donna Jones, shall at all times under this Agreement be considered an independent contractor with Perquimans County. The Provider understands that under this contract she is not a county employee and she shall not be eligible for any of the benefits of the employees of Perquimans County and that she shall not come under the rules of the Perquimans County personnel policy.

IN WITNESS WHEREOF, PERQUIMANS COUNTY has caused this agreement to be executed, in duplicate originals, by the Chairman of its Board of Commissioners and attested by the Clerk to the Board, and its seal to be hereunto affixed, the day and year first above written, and DONNA JONES, has hereunto set her hand and seal, in duplicate originals, the day and year first above written.

PERQUIMANS COUNTY

By: _____
Chairman, Board of Commissioners of
Perquimans County

ATTEST:

Clerk to the Board

DONNA JONES

NORTH CAROLINA

PERQUIMANS COUNTY

I, _____, a Notary Public of the County and State aforesaid, certify that Mary P. Hunnicutt, personally came before me this day and acknowledged that she is Clerk to the Board of the Commissioners of Perquimans County, and that by authority duly given and as the act of said Board, the foregoing instrument was signed in its name by its Chairman, sealed with is corporate seal and attested by her as its Clerk.

Witness my hand and official stamp or seal, this _____ day of _____, 2016.

My commission expires: _____

Notary Public

NORTH CAROLINA

PERQUIMANS COUNTY

I, _____, a Notary Public of the County and State aforesaid, certify that DONNA JONES, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this _____ day of _____, 2016.

My commission expires: _____

Notary Public

On motion made by Wallace E. Nelson, seconded by Edward R. Muzzulin, the Board unanimously approved all the above annual contracts for FY 2016-17.

NCACC CONFERENCE VOTING DELEGATE

County Manager Heath stated that, at this time, Commissioners Nelson and Leigh are attending the NCACC Conference. On motion made by Matthew Peeler, seconded by Wallace A. Nelson, the

Board unanimously appointed Fondella A. Leigh as the Voting Delegate to the 2016 NCACC Conference in August.

HOME & COMMUNITY CARE BLOCK GRANT (HCCBG) AGREEMENT FOR FY 2016-17

The County has been approved to receive funds from the Home & Community Care Block Grant (HCCBG) funds. On motion made by Kyle Jones, seconded Edward R. Muzzulin, the Board unanimously authorized the Chair and County Staff to sign the required documentation to receive these funds.

PERSONNEL MATTERS

County Manager Heath reported that these resignations were received after the Agenda Packets were mailed out. On motion made by Wallace A. Nelson, seconded by Edward R. Muzzulin, the Board unanimously accepted the following resignations:

Employee Name	Employee Job Title	Action Required	Grade/Step	New Salary	Effective Date
Kathy Hunter	EMT Part-Time/Fill-In	Resignation			7/1/2016
Brian Owens	EMT Part-Time/Fill-In	Resignation			7/1/2016

BUDGET AMENDMENT NO. 1

The following Budget Amendment was received after the Agenda Packets were mailed out and was unanimously approved by the Board on a motion made by Matthew Peeler and seconded by Wallace A. Nelson:

**BUDGET AMENDMENT NO. 1
GENERAL FUNDS**

CODE NUMBER	DESCRIPTION OF CODE	AMOUNT	
		INCREASE	DECREASE
10-365-001	Grants - Recreation	350,000	
10-685-741	Playground Improvements	350,000	
EXPLANATION: Due to wet weather conditions, the Inclusive Playground at the Recreation Center was not completed within FY 15/16 as anticipated. This project was discussed at the 2/1/16 BOC meeting with the original Budget Amendment being approved for FY 15/16 on 3/17/16.			

PUBLIC COMMENTS

The following public comment was:

- **Tommy Harrell:** Mr. Harrell made two requests: (1) Provide adequate space and sound equipment for the Planning Board meeting next week to consider the Conditional Use Permit; and (2) Provide adequate space and sound equipment for the Board of Commissioners' meeting on the Conditional Use Permit in August.

ADJOURNMENT

There being no further comments or business to discuss, the Regular Meeting was adjourned at 7:20 p.m. on motion made by Edward R. Muzzulin, seconded by Matthew Peeler.

Janice McKenzie Cole, Chair

Clerk to the Board

WORK SESSION
July 18, 2016
7:00 p.m.

Due to a lack of business to discuss, the Perquimans County Board of Commissioners Work Session on July 18, 2016 was cancelled.
