

CASWELL COUNTY BOARD OF COMMISSIONERS
MEMBERS PRESENT

January 3, 2022
OTHERS PRESENT

Rick McVey, Chairman
David Owen, Vice Chairman
Nathaniel Hall
Jeremiah Jefferies
Steve Oestreicher
John D. Dickerson

Bryan Miller, County Manager
Carla R. Smith, Clerk to the Board
Debra Ferrell, The Caswell Messenger
Brian Ferrell, County Attorney (Joined Remote)

The Board of Commissioners for the County of Caswell, North Carolina, met in regular session on Monday, January 3, 2022 at 9:00 am in the Historic Courthouse.

WELCOME:

Chairman McVey called the meeting to order and paused for a moment of Silent Prayer. Then the Board of Commissioners and all the guest in attendance recited the Pledge of Allegiance.

PUBLIC COMMENTS:

No individuals appeared before the Board to make public comments.

RECOGNITIONS:

Commissioner Owen: He wanted to recognize all of our first responders and emergency personnel that have been responding already to trees down and car wrecks. Mr. Owen just wanted to thank them for what they do and hope that they'll be safe today.

AGENDA:

APPROVAL OF AGENDA:

Commissioner Hall asked to amend the agenda to include the Ethics Policy. Chairman McVey asked if that policy could be added as the first action item. Then Chairman McVey asked if the closed session could be taken off. County Manager Miller said yes, we need to remove that.

A **motion** was made by Commissioner Hall and seconded by Commissioner Owen and **carried unanimously** to approve the agenda as amended. (Commissioners Hall, Jefferies, Owen, Oestreicher, and McVey voted in favor)

APPROVAL OF CONSENT AGENDA:

- a. December 6, 2021 Regular Meeting Minutes

A **motion** was made by Commissioner Hall and seconded by Commissioner Owen and **carried 5 - 0** to approve the consent agenda. (Commissioners Hall, Jefferies, Owen, Oestreicher, Dickerson, and McVey voted in favor)

January 3, 2022

Commissioner John Dickerson joined the meeting in person at 9:04 am.

PRESENTATION:

VAYA: Brian Shuping was not at the meeting for the presentation.

Alexis Franks: She is the Southeast Director for Workforce and Career Services with Telamon Corporation. We are submitting our 2022 program year application for Project PRIDE for the community service block grant application. The application was provided for review. We are proposing to serve 20 Caswell families in our next program year. We currently serve Rockingham, Caswell, and Person Counties. This year we are slated to serve 11 families and that application has been provided.

Commissioner Hall asked for a summary of the services provided. Mrs. Franks said we currently provide educational support and emergency assistance to families. This funding is provided through the Office of Economic Opportunity for North Carolina. Our services are based around educational support and providing low income families with paid classroom training, paid work experience through training or internship programs, housing assistance, nutrition assistance, and child care assistance. These Services are available based on poverty levels. There is a short application that can be done with any of our career coaches. We also help to provide information on income or high in demand occupations and what is in the area. We look at each individual's needs specifically and customize a plan for them. The funding is very similar to WIOA, if you're familiar with that funding. We are definitely there to support what a family might need and provide wrap around services and support as well.

County Manager Miller asked Mrs. Franks for clarity on whether she was from Telamon or VAYA Health. Mrs. Franks replied she is from Telamon.

DISCUSSION ITEMS:

PLANNING BOARD DISCUSSION:

Chairman McVey said the Planning Board discussion was postponed due to the following, the joint meeting between the Board of Commissioners and the Planning Board / Watershed Review Board will be postponed until after the conclusion of the Watershed Review Boards current appeals. Under that there are three things listed as follows:

1. Litigation in Caswell County Superior Court between Sunrock and some of the "appellants" in the Watershed Review Board matter.
2. Members of the Watershed Review Board are obligated to be independent in their decision-making and to make their decision based only on the record generated at the hearing.
3. Potential discussions could create a due process issue with any decision the Watershed review Board might make.

Chairman McVey is assuming that everyone got a copy of the letter that the attorney sent to him. The County Manager emailed it out. Then the Chairman asked if there were any question and stated they could be directed to the County Attorney or the County Manager. Hearing none, they moved on.

COMMISSIONERS' WORK SESSION TOPICS:

County Manager Miller said Commissioners, I have received one email with topics the board will discuss during the upcoming work session on the 28th. If there are items the board wants to discuss or you as individual members want to discuss, we need those items as soon as possible so we as staff can prepare the discussion for those items. If you have items you want to discuss, please get those to me or Carla as soon as possible so we can start preparing. Chairman McVey asked if the County Manager said he had received one email. County Manager Miller said yes, Commissioner Oestreich has emailed us his list, but that is the only list we have now. If the Board wants to tell us what topics you'd like to discuss here and now, we are happy to record those, you can send an email, or call us later in the week. Chairman McVey asked if the Board had any topics to add. Hearing none, they moved on.

ACTION ITEMS:

ETHICS POLICY:

Commissioner Hall asked that the Ethics Policy be added because it was on our November 1st agenda. We had not acted on this nor had it come up again. Commissioner Hall thinks it's time that we approve this Ethics Policy, so we can move on. Chairman McVey asked if the Board had any questions. Commissioner Dickerson said he did.

Commissioner Dickerson thought we were going to put this off until we heard from the Planning Board during the joint session, where we could talk to them and understand what their views were. A lot of this was generated during the back and forth over the zoning going on in the county. This was interjected into it. Commissioner Dickerson said he also understands that the State Board of Ethics already oversees the ethics of the Board of Commissioners as well as our subparts. So, if they are already in a place where you can make a complaint to them if you have a problem with the ethics, why do we want to enact something that is three pages long? Commissioner Dickerson has a fear that if we put too many restrictions on the boards that we appoint people to, then we will not get an independent view of their actions. In other words, they will be stifled because they will be afraid to tell us what they really think for fear of being kicked off the board. If you want independent thinking and you want an advisory board to function like it should, they need to be able to express their opinions to us and take independent actions as board members with no fear of being micromanaged.

Commissioner Hall said the commissioners are covered by the code of ethics that come down from the State. Employees are covered by a code of ethics that the County Manager put out and will approve. The other boards and commissions should be included in a code of ethics.

Delaying the code of ethics to talk to any particular board is not relevant. The code of ethics is about what we should and should not do. It's not about what any particular board would be giving their opinion on. It's kind of hard to explain, but your code is like your personal code. Do you normally lie to other people? The code of ethics says that that should not happen. We don't need to talk to the board about that. We want to put that in a policy that we do not expect you to lie to the board or any other body. The code of ethics does not require a vote from any other board other than the Board of Commissioners. So, we really don't need to hear their opinion or any other board. We don't get the opinions of other boards about decisions we make today or any other day. The code of ethics is our general rules of expectations. We expect you to carry yourself in a certain manner and that's what it is all about. We have it for the commissioners and employees, and we need to go ahead and cover it for boards and commissions.

Commissioner Owen said he will agree with that as well. This is a policy dealing with very specific things concerning our behavior as commissioners, but also concerning the behavior of anybody that in anyway represents Caswell County Government. So, Commissioner Owen thinks to include all that will be involved in Caswell County government is the right way to go. It doesn't impede free speech, but when they are on the board for Caswell County there are certain things that we cannot or they cannot do. So, Commissioner Owen doesn't have a problem with it.

Commissioner Oestreicher said he agrees with the for mentioned statements. Commissioner Oestreicher thinks it's important that we clearly delineate the fact that there can be no conflict of interest. There can be no misuse of their position. These are common sense rules of ethics. They don't inhibit anything other than bad behavior or unacceptable behavior. Therefore, it's not a reduction of free speech, it's a reduction of inappropriate speech or in many cases illegal speech. So, Commissioner Oestreicher has no issues with this code of ethics whatsoever.

Commissioner Dickerson said he has a big issue with it, and he thinks the unsung theme in the room today is retaliation against certain board members who were not following the status quo. This Board of Commissioners or certain members of this Board of Commissioners wanted people that were appointed to boards to act in a certain manner. When they didn't, now all of a sudden, we got a set of rules sprung into play. This is going to do nothing but micromanage. It's going to stifle people's will to tell us what we need. We are appointing some of these folks to advisory boards. We want these people to feel like they can tell us what's in their mind and their ideas on issues without being afraid there will be repercussions. We already have a state board that you can complain to that covers the ethics, whether it's a commissioner or someone on one of these boards we are talking about. There is a mechanism in place if they're doing truly unethical conduct. We all want ethical conduct on those boards, but we want independent thinking, and Commissioner Dickerson said he cannot go along with this set of rules set in motion just to stifle that.

Chairman McVey asked if there were any more questions or comments. Commissioner Oestreicher asked if a motion was needed to adopt the ethics policy.

A **motion** was made by Commissioner Oestreicher and seconded by Commissioner Hall and **carried 5-1** to approve the Ethics Policy. (Commissioners Hall, Jefferies, Owen, Oestreicher, and McVey voted in favor and Commissioner Dickerson voted against the motion)

APPROVAL OF RULES AND PROCEDURES:

Commissioner Hall said he asked at the last meeting that this be delayed until this meeting. Commissioner Hall just couldn't remember, even over the holidays, what came to his attention this past summer that he felt the Board needed to discuss about the rules and procedures.

A **motion** was made by Commissioner Hall and seconded by Commissioner Owen and **carried unanimously** to approve the rules and procedures. (Commissioners Dickerson, Hall, Jefferies, Owen, Oestreicher, and McVey voted in favor)

FINANCIAL SERVICES CONTRACT:

County Manager Miller said Commissioners, as many of you know, auditing firms are no longer able to prepare year-end financial statements. This is a best practice when audit firms are engaged because if auditors were allowed to both prepare financial statements and conduct the audit on those financial documents; it would be as though the auditors were auditing their own work, which is not a best practice in the financial services. This fact coupled with the growing number of public records requests and the conversion from our legacy accounting ACS software to the new accounting software, Munis, has led us to seek additional financial services assistance. What we are finding is multiple conversion issues that date back many years with our legacy system. In conclusion, this agreement will allow us to complete the conversion from ACS to Munis, to comply with the new requirement that auditors not prepare financial statements and conduct the audits. Probably most importantly, it assures that when we provide the Board of Commissioners with financial information, it is both accurate and timely. We do believe we will be able to do this within the current budget. We do not believe that you will have to make any additional dollars available to us for this. So, no new appropriations are needed. At this time, we ask that you approve this contract or agreement with Isley CPA.

Attorney Brian Ferrell said Chairman as you begin discussing this item, just know that I reviewed the standard contract letter of agreement. It is fairly standard, but there are some county specific terms that we'll have to add such as our general pre-audit and some other language in there such as the Iran investments and things like that that we see in all of our contracts. Attorney Ferrell asked if the Board will if considering approving it, if you will do it subject to final county attorney approval. Then Attorney Ferrell will make sure those standard terms are inserted in the final agreement.

Commissioner Dickerson said he has a few questions. Mr. Dickerson asked if this is in relationship to trying to work out the bugs to get the new software system, Munis, implemented properly in the county. The County Manager said yes, that is part of it. Then Commissioner Dickerson asked where the representatives for the Munis company is in all of this. We purchase the software from them but are they not supplying any technical support to help. The County Manager said they are. Mr. Miller said the best way to describe this is that their job is to complete the conversion with the data that we have. If the data that we have is in an unusable format, it doesn't transfer correctly. So, with the data not transferring correctly, that's where we are finding our problems. Commissioner Dickerson said he has asked a bunch of questions behind the scene, but he is not trying to put the County Manager on the spot. He is just trying to understand why we are going through this process and approving this money. At what level do you anticipate the expenditure to cap out? How much money are you talking about spending? The County Manager said honestly, he can't tell the Board that. This is an agreement not to exceed \$30,000. At the end of this agreement, if we don't think we have reached the point where we need, we can proceed on our own. Mr. Miller said he would have to come back before this Board and ask for additional funds for an additional service contract to be approved. Specifically, it was set up like that so the Board could be aware of how much money we were spending going through this process. The County Manager said he hopes we get it ironed out in the first \$30,000. Mr. Miller sincerely hopes that, but he can't guarantee the Board. Then Commissioner Dickerson said we have a financial director and the retired financial director that's working part time to help straighten this out as well. The County Manager said yes, that is correct. Commissioner Dickerson said, we are going to do a contract also with a firm to come in. Commissioner Dickerson asked if he as missing something here. It seems like a much bigger problem than just a changeover form one system to another.

County Manager Miller said it's no secret that our finance department is over worked. They don't have a lot of free time with the new conversion and the HR capital piece. It has created a lot of work for our HR and finance office. The financial software has created a lot of initial work for our finance office plus the tax conversion that was completed maybe a year ago has put new things in place, so our finance office is very busy. When they run into these problems, they have to stop what they are currently doing and fix one of these problems or issues. This may take an hour, or it may take 3-4 days depending on the complexity of the issue. The County Manager said you are asking great questions, but unless you are involved in the minutia of the conversion, and there is only 3-4 people involved that deeply in the conversion, it's hard to understand why this is needed. The County Manager said we need this, and he is asking for the Board's approval. The County Manager said he would like to tell the Board that \$30,000 will do it, but he cannot promise you that.

Commissioner Dickerson said there is something else that he hasn't heard mentioned and he was hoping for further discussion on, which was the overpayment for the last 10 years to the EMS Department employees. Is that going to be a situation rectified by this accounting firm

coming in as well? Commissioner Dickerson said he has heard discussion about how that took place, but it went on for so many years. It was only brought to the attention here by a payroll change over. That sounds like we have more of a problem here in the finance department than meets the eye. The County Manager said he is happy to discuss with the Board how and why that error occurred. Because of the complex schedule of EMS workers, EMS implemented 10 years ago scheduling software. The scheduling software also allowed them to print off timesheets when they needed timesheets. So, they did not do timesheets like the rest of the county employees. When EMS implemented that software, which was 2-3 EMS Directors ago, the EMS Director and the payroll coordinator at that time set up the parameters within that software of how things should work, and Mr. Miller said it was his understanding because this was before he was County Manager. This overpayment with EMS was set up in that software. It was not a calculation done by our finance department. It was done in the EMS software that sets up their daily schedules. So, there is no way our finance department would have caught this. Here again we are getting way down in the weeds of how EMS is paid, but what it was not doing was cutting off the overtime in the middle of the shift when the work week ends and another work week begins. So, it was paying one shift 7 hours of overtime. It wasn't the same shift every time because of the way their schedules went. It was paying one shift 7 hours of overtime a month. Having said that it wasn't the full time and a half they were getting paid. We would have had to pay that regular straight time regardless of whether we paid them at time and a half or not because we paid their regular rate of pay. So really, it's only the half time that was paid in error. So, in one month between 4-6 individuals would receive 7 hours of half time inadvertently. Seven hours of half time is about \$49 per month for one shift. With an operation like EMS where those employees work over time, they work scheduled overtime that's filled into their schedules. They also work regular over time where they fill in for another employee or they come in on a day they were scheduled to be off. They do that regularly to fill the seats on an ambulance or stay over if they're running calls from Greensboro or Durham. They just don't quit when their shift ends. They have to return the ambulance and finish out that call. They have all different types of overtime on a fairly regular basis. So, to even think that an EMS employee would have noticed this extra \$49 in their check or errored \$49 in their check, they're really not going to do that. There's \$49 and then you take out FICA and everything else that the county takes out of it, and it turns out to be about \$25 or \$30 at the end of a day. Did that answer your question?

Commissioner Dickerson said yes and no. Are any other departments from a situation where we're going to find out that they have their pay schedule messed up or just uniquely kept in the EMS department? The County Manager said he personally believes this is simply in the EMS department. We've made it through the conversion. We're on the new system now live and we've not found any additional areas like that that he is aware of. So, Mr. Miller thinks EMS is the only department like that. Then Commissioner Dickerson asked if the financial audit had uncovered anything like this? The County Manager said the financial audits that the county goes through on a yearly basis are not designed to pick up things like this. So, the auditors would not

necessarily find something like this. It's possible they could stumble across it, but that's not what those types of audits are designed to do.

Chairman McVey asked were there any more questions about the financial services contract if not we need to take action on that. Commissioner Hall said Mr. Chairman and County Manager am I understanding that what's before us today is a contract not to exceed \$30,000. The County Manager said that is correct. Then Commissioner Hall asked if we had this in our budget. The County Manager said this is not included as a line item in your budget. What Mr. Miller is saying is he believes we will be able to do this without the Board appropriating additional funds to the budget. The County Manager thinks we can take care of it within the current budget. Then Commissioner Hall asked does that mean that since it exceeds a certain amount, we can talk about it or even approve it, but it has to lay on the table until the next meeting. The County Manager said maybe this is a question for Brian Ferrell. Attorney Ferrell said he wanted to make sure he understood the question. It was about approving next meeting. Is that right? Commissioner Hall said yes if we're going to take action on this request not to exceed \$30,000 and it's not a budgeted line item. Mr. Hall said he thinks we have a threshold of what we can approve that is not budgeted. Does that mean it has to be on the table until the next meeting? Attorney Ferrell said in your rules of procedures you've got a provision about taking action on unbudgeted expenses in excess of I believe \$5,000. Attorney Ferrell said he thinks it requires a unanimous vote. Attorney Ferrell said he is going to pull the rules of procedures really quick and take a look at that piece. The County Manager said the only other piece of information that he thinks is important is that we believe we'll be able to do this within our current budget but it's just not a line item in the budget. Attorney Ferrell said that changes it. If it's not an extra budgeted expense, it's in your budget. The money is within your budget so you're not budgeting new funds to pay for it. We will see if that rule you mentioned Mr. Hall speaks to that. In the rules of procedure that the Board approved that will exist. Rule number 27 says no votes on expenditures for off budget spending in excess of \$10,000 shall be held unless tabled from a prior meeting. Attorney Ferrell said so the question is, is this off budget spending in excess of \$10,000. We don't have a lot of definition about what off budget spending is. What Attorney Ferrell is hearing the County Manager say is this money is included in the budget just not for this particular line item. The County Manager said that is correct. Attorney Ferrell said so it's not new money in the way that you would consider it a new expenditure. Depending on the way you want to define off budget, this money is actually in the budget, so Attorney Ferrell thinks you could do it if you so choose. Of course, you could also hold it until the next meeting if you'd like some additional time to consider it. Attorney Ferrell said he doesn't know what the timing of the work is, but the County Manager can tell you if there's any issues with the delay. The County Manager said he would like to see this move forward as quickly as possible just because we're held up from being able to move our systems forward until we're able to get this settled.

Commissioner Hall had a couple more comments. With our general counsel's comments, Mr. Hall said he doesn't have a problem with the Board moving forward. The other comment is

that as a retired accountant, Mr. Hall worked in situations on two different occasions where we had to put in huge systems. Mr. Hall said he was here when the process started, and he doesn't know if he expressed some concern. He may, or he may not, but he does understand that putting in new systems require additional staff and a lot of training. Mr. Hall said he doesn't know if we provided that training and he know that we didn't provide any additional staff. It's one of those things that you either pay up front or in the end, but you have to have it.

A **motion** was made by Commissioner Hall and seconded by Commissioner Jefferies to approve the financial services contract.

Attorney Ferrell said just to be clear that includes the final county attorney approval to include the standard terms correct. Commissioner Hall said yes always.

Then roll call voting was done and the motion **carried 5 - 1** (Commissioners Hall, Jefferies, Owen, Oestreicher, and McVey voted in favor and Commissioner Dickerson voted against the motion)

COUNTY MANAGER'S UPDATES:

The County Manager said Commissioners, I have one quick update and one fairly lengthy update with a question at the end. I know that everybody has been interested in Co-Square and interested in how the venture is moving forward. I am happy to tell the Board that at this point, Co-Square has reached a break even point. Meaning that the income from the space is equal to or exceeds our operational expenses. That is a wonderful thing for us moving forward. Then the County Manager said he would be happy to answer any questions the Board may have about that.

The second update is some information that I received from the Health Director, and I just wanted to share this as a prelude to my question. Once again, we are seeing an increase in viral transmission. It is estimated that most of what we are currently seeing in North Carolina is now the Omicron variant. The Omicron variant behaves differently than previous variants have. Therefore, the CDC has issued updated isolation and quarantine guidance and NC Department of Health and Human Services has adopted the changes. The key points are: If an individual is eligible for a booster, and has not received it, they are no longer considered to be fully vaccinated. If it has been at least 6 months since their 2nd dose of the Pfizer or Moderna or at least 2 months since their dose of J&J, they are eligible for a booster. This comes into play for County Government when determining isolation and quarantine for exposed individuals. Also having COVID within the last 90 days is no longer a factor in isolation and quarantine procedures, whereas before it was. If you had COVID within the last 90 days, you were considered vaccinated to some degree. The third point of interest is the shorter isolation/quarantine period depends heavily on proper masking and masking procedures. So, if you have symptoms, regardless of vaccination status, get tested and isolate from others while you wait for a result. If you are not able to be tested, follow the guidance below as if you are positive.

If you are exposed to someone with COVID-19 and are **Not vaccinated** stay away from others for 5 days, get tested on day 5 after exposure, and if you test negative, return to normal activities while wearing a mask for 5 additional days. If you are **Vaccinated and eligible for a booster**, but not yet been boosted stay away from others for 5 days, get tested on day 5 after exposure, and if you test negative, return to normal activities while wearing a mask for 5 additional days. If you are **Vaccinated** and have either received your booster or are not yet eligible for a booster you do not need to stay away from others, but you should wear a mask for 10 days. If you test positive, regardless of vaccination status, and **do not have symptoms** isolate yourself from others for 5 days, then wear a mask for 5 additional days when you return to normal activities. If you **have symptoms** isolate yourself from others until you are fever-free and your symptoms are improving. You should isolate for at least 5 days since your symptoms began. Once you stop isolating, you should wear a mask for 5 additional days. That covers the new guidance from the CDC.

Along those same lines County Manager Miller wants the Board to know the new Emergency temporary standard issued by OSHA has been upheld by the courts. This means that at some point, after NC OSHA delivers their edict, we will have to comply with the vaccination or weekly testing policy. Currently the county has about 80 employees or 32% that remain unvaccinated. The cost for testing each unvaccinated employee per year will be somewhere between \$2,840 and \$4,258 per employee. That totals somewhere around \$340,000 per year that we're going to potentially have to pay for unvaccinated employees simply for the testing. When I say testing, I mean the time away from work not the test kits because right now that's offered free. It may not be in the future, but right now that's free. So, take this \$340,000 a year in consideration. I'm just going to ask the board one more time. If the Board wants to consider any kind of incentive to make sure employees become vaccinated or to incentivize employees to become vaccinated.

Commissioner Dickerson had a question for the County Manager. Currently isn't the policy under review by the Supreme Court? They've appealed to that level and they're going to hear this case on the Biden vaccine mandate. This thing has become so politicized and hammered back and forth to the point it's mind-boggling. If someone has had the virus, their natural immunity, in Mr. Dickerson's opinion and the opinion of many other health care professionals, they're far better off than people that have been vaccinated. In the end this is in the courts now and they will make a determination as to whether or not that is a valid claim. So, do we need to be concerned about acting on it until we get a final ruling from the supreme court? The County Manager said to the best of his understanding Freida Bluestein of UNC School of Government wrote a great blog post. So, anybody that wants to read it, Mr. Miller would encourage them to go read it, but the latest court ruling approved the vaccination or weekly testing mandate to move forward. Commissioner Dickerson said so there was no stay put on the execution of it until the higher court rules. The County Manager said not to his knowledge. That doesn't mean there may not be another appeal that I'm not aware of. The County Manager is updating the Board with the

information that he knows about. This blog post was published on December 20, 2021. The way that works is OSHA has made their determination with the agreement with North Carolina. Now North Carolina's OSHA has to make their ruling or determination of how they will enforce this or how they will abide by the federal OSHA. Then that comes down to us and that when we have to comply.

Then Commissioner Dickerson said he did a google search and the Supreme Court has it dated January 2, 2022 that the Supreme Court will hear challenges to the Biden administration federal vaccine mandate. So, it is actually subject to be overruled or they may uphold it, but it is in legal limbo at this time. The County Manager said the information he has states that the NC OSHA is going through their steps to make a determination. When they get to that point, we're going to have to be ready regardless of what we do. If they say by February 10th then that's when we have to move, then that's when we have to make sure we're following these guidelines. Attorney Brian Ferrell said he thinks the County Manager and Commissioner Dickerson are right. This area of the law is in flux and what the School of Government post was reacting to was on December 17, 2021 the Federal Appeals Court lifted the bloc that existed on the implementation of the vaccination requirements and testing requirements. Because that bloc was lifted in late December the process then moved forward. What Commissioner Dickerson was referring to is the new bloc that appears to have gone in place pending the resolution of the Federal Supreme Court review of the mandate. What Mr. Ferrell understood the County Manager asking was whether or not the County was interested at this time at looking at some incentives to potentially encourage unvaccinated to get vaccinated, which is somewhat independent although admittedly related to the ultimate testing requirement that the manager referenced. Attorney Ferrell said he don't think we are at the end of the case yet but all we can do is stay tuned. Some governments are deciding to offer incentives in lieu of or in addition to whatever the final resolution of the mandate is at the federal level.

The County Manager said the question still remains if the Board wants to do some incentive or hold off until you find out more information about the existing court battle. It's just going to be very expensive for us per unvaccinated employee if this legislation comes in. Commissioner Owen said he thinks the County Manager already has some options that you have presented to the Board before. So, Mr. Owen would suggest the County Manager and staff prepare some options, but until it's necessary he doesn't think the Board needs to do anything. The Board doesn't need to consider it until it is necessary. Commissioner Dickerson said he agrees. Commissioner Hall said if we wait until it's necessary then we are always reacting. Commissioner Hall thinks the Board should make some kind of decision, but he would not approve incentives for anybody to take a free shot. One option is that all employees be informed that pending the court cases, if unvaccinated you may not be employed with Caswell County. Why offer incentives to 30% of employees when 70% has already taken the shot for free. It is in our best interest economically as the County Manager explained. It's in the best interest of all the citizens and the employees that everybody gets vaccinated. There are many opinions out here

about what people can or cannot do, what they should or should not do, and who is a miracle and who is not. But if you listen to the medical doctor there is a higher percentage who suggest you take the vaccination. There is a high percentage of medical doctors saying that having COVID does not make you immune. Commissioner Hall does not think we should be paying people to take the shot. If they want to work in Caswell, let them know that if the Board makes this decision there is a chance they won't be working for Caswell County if they are not vaccinated. It's too dangerous for employees and the citizens of Caswell County. We don't need our employees trying to serve our citizens unvaccinated. Commissioner Jefferies said everyone in Caswell County need to be vaccinated. There is no need to wait until the epidemic breaks out. Everybody knows it is already out. We need to stop it and nip this in the bud right now. We can control it if everybody in Caswell County gets the shot.

Then Attorney Ferrell said just to be clear and give you the best information that I've got, what I'm saying is that the Federal Appeals Court lifted the bloc and Attorney Ferrell thinks that stands. He doesn't think the Federal court instituted a new bloc, at least not that he can find really quickly. The Supreme Court is going to take the issue up and there's hearings scheduled for January 7th in the Supreme Court, which is a really expedited review. So again, it is in flux. The Supreme Court is going to weigh in. Attorney Ferrell said he can't tell you that there is a firm bloc right now on the OSHA rules, but what he can tell the Board is the Supreme Court is going to take it up and hear arguments. Ultimately, they will make a decision on the case and the argument is set for January 7th. There is more to be done at the federal level on the mandate.

Chairman McVey said he has a hard time telling somebody they have to take the shot. Mr. McVey understand how much money they are talking about spending. Chairman McVey is suggesting that we wait until we hear what the Supreme Court has to say. Then we will know if we don't mandate taking the shot, how much it is going to cost us if we don't comply. So, Chairman McVey recommends we wait and see if it is mandated that we require the vaccine.

Commissioner Hall said if the Supreme Court stay this on January 7th, it could mean there will not be a ruling until March up to June. When we discussed this last, we did not have the Omicron variant. We did not know that this new variant was coming. Right now, we are reacting again. This variant is far more contagious. Many people are getting sick, but those that are immunized are less likely to end up in the hospital. When the Supreme Court rules, Mr. Hall doesn't think they will say that they require us to require people to take the shot. They may mandate some Federal Agencies, but Mr. Hall doesn't think they will mandate everyone to require employees be vaccinated. When we get hit with another variant and more people are sick, we need to be more proactive about this than reactive. Waiting is easy but being proactive means you have to make some decision, do some research and then move on. We need to be proactive and tell our employees they need to be vaccinated.

Chairman McVey said thinking back years ago when the Board was kids and he remembers having to take the Polio vaccine. We went into the school sites and we all lined up and took the polio vaccine. There was nothing back then to mandate that you took the vaccine,

but he was a kid. It was each individual parent's prerogative to have their child vaccinated or themselves. Chairman McVey is thinking this is how it should be. Right now, he would not want to force anybody to take the vaccine.

Then Commissioner Dickerson said he was not sure where Mr. Hall got his information but there's a lot of controversy going around with facts and figures. The Omicron variant is not nearly as dire as the first two variants that came around. There are thoughts that if people are exposed and catch this virus then it will boost our immunity. As we are talking about forcing people to take this experimental vaccine or be fired, you are going down a slippery slope of taking God-given rights from the people. If we were talking about forced abortions people would be coming unglued. If the Federal government can tell you to take a shot, with many side effects, at their discretion and you don't have the freedom to reject it, then the government will control us like pawns on a chessboard. Commissioner Dickerson doesn't want to see that happen to this great country we live in. So, Commissioner Dickerson will not support any kind of effort to tell our county employees that they have to take a shot or lose their job.

Commissioner Hall said we are already required to take shots to send our kids to school and we all took them. It doesn't matter how old you are. If you go to college you have to take more shots. The fact of the matter is that this is a health problem and we have people who are concerned about the general health of the citizens of North Carolina and the citizens of the United States. We as Commissioners need to be concerned about the citizens of Caswell County and not about our personal opinion. That's where it requires a little research and thinking before we make any decision. We are all entitled to our decision, but Commissioner Hall said he will argue for vaccination because we've been doing it for quite a while. Polio was devastating, and Mr. Hall had classmates with polio. It was up to the parents at that time. Those parents who saw other kids in the community with polio understood it was better to take that chance than to let your child suffer from polio. From the time Mr. Hall left elementary school until 1996, he did not see another person with polio until he went to West Africa.

Commissioner Dickerson said the vaccines you are referring to that children took back before they went to school were government-approved vaccines. The vaccine we are talking about now has all kinds of new genetic manipulations of the virus and God knows what kind of side effects that will have on people going down the line. Commissioner Dickerson said he is not for forced vaccinations nor is he for incentive to get a vaccine. Commissioner Hall said but today's technology is much better than the technology of the past. Commissioner Dickerson said but those were approved vaccines and there is no long-term research on what the effects of this vaccine is. Mr. Dickerson feels it is unconscionable to tell our employees they have to take the vaccine or not have a job.

Commissioner Oestreicher said he doesn't think we have enough information to decide this. One thing Mr. Oestreicher thinks is being overlooked is that it's not get vaccinated or get fired. The guidelines are get vaccinated or subject yourself to weekly testing. To Mr. Oestreicher there is an option which is the weekly testing that is free. Commissioner Oestreicher said he

believes that Jennifer Eastwood has told us that the vaccinations do not reduce your ability to spread the virus. You are just as contagious if you catch it with or without the vaccine. People vaccinated or unvaccinated will come down with the virus and be out of work. The County Manager said currently there is only two departments within the county that we pay for COVID time of the OSHA emergency temporary standard (ETS) and that's the Health Department and EMS. All other departments, if an employee gets sick and are diagnosed with COVID will have to take their leave time. Things have changed. This is how we had operated previously, but currently that's changed. So, there is no more COVID time. The County Manager said the time he was talking about that amounts to \$340,000 a year was the time it takes employees to get tested. We have to pay them for that time. Then Commissioner Oestreicher said so whether or not they're vaccinated, if they feel sick they have to go get tested. We keep forgetting the testing aspect of this. How long can it take to get tested? The County Manager said he personally went to be tested last Thursday. He was the first person in the parking lot at 7:45 am and he left a little after 9 am. That's with the testing site operating as it is now. You throw in an additional 80 people in the mix and it could take 2 hours to get tested. Commissioner Oestreicher said it's not a matter of employment versus vaccination. It's vaccination versus testing, and vaccination does not grant you immunity. Mr. Oestreicher thinks a better analysis is needed before the Board makes a decision.

Commissioner Hall said he wanted to talk about the county providing medical insurance. Mr. Hall suspects that in the near future the cost of medical insurance will go up because of COVID. Right now, we are spending around \$2 million in health insurance a year. With the federal government covering some of these calls we won't see an increase. When the insurance companies start getting hit in the next 6 months that insurance is going to go up. That is something else we need to consider. With a significant increase in insurance cost that could mean another tax increase. So, we need to consider what we will do in six months if we get hit with an increase.

Chairman McVey said since Mrs. Eastwood is basically in charge of the pandemic stuff that we talk with her before we make a decision on this. We need to get her perspective on mandating vaccines for employees. Maybe she can provide some different information. The County Manager said he is happy to ask Jennifer Eastwood to be at the next Commissioner's meeting. County Manager Miller said he just want to make it clear that vaccination mandate was not at all what he intended when going into this discussion. Looking at the cost of employees being out of the office to be tested, Mr. Miller wanted to urge the Board to provide an incentive for vaccination. That was his intent not to get back into the discussion about vaccine mandating.

COMMISSIONER COMMENTS:

Commissioner Jefferies: What is going on with Jack Pointer Road? Mr. Jefferies has had many people come by and ask when anything is going to be done. The resident is still putting stuff out by the road and Mr. Jefferies wants to know what will be done about it. The County Manager

said we have to work through the process. We have to send them letters. Truth be told we can't make them do anything. We can ask the to remove the trash or whatever is in his yard. Then we can fine them. The County Manager doesn't know what stage we're at, but the County Planner has taken action. Mr. Hoagland has done the research and issued the letters possibly. We may be at the stage where we can fine the residents. Mr. Jefferies asked the County Manager to come down and take a look at the yard. Mr. Jefferies said a similar incident occurred on Highway 119 and it had to be cleaned up the next week. Mr. Jefferies just wants something done.

Mr. Jefferies said he saw one of the CATS vans on the road this morning. He thinks it is a dangerous thing to have the van out with the weather like it is. The County Manager said they were called out for some potentially dangerous situations. The CATS director took immediate action and pulled the drivers back in except for those people that had serious medical appointments that they had to be at like dialysis.

Commissioner Dickerson: He wanted to note that he is all about involvement from folks in the county. He loves to hear people come up and speak and give the Board their input. It's snowing today and it's not the most ideal situation for any of us to be here, but Mr. Dickerson wanted to recognize Mr. Tim Yarbrough, County Commissioner candidate, for coming out today and being a part of the process and showing such effort to be here.

Commissioner Hall: He was glad to hear that Co-Square is at a break-even point because there has been a lot of grumbling about the commissioners doing that project. Mr. Hall thought then and thinks now it is a great price. To know it's at a break-even point is even better. Mr. Hall's other comment is that he heard over the holidays that the Board of Elections returned either some CARES Act or some AARP money back to the state. Mr. Hall thinks we need to have a sit down with the Board of Elections. Mr. Hall doesn't understand how a county in our economic condition can afford to be sending money back that was granted to us for any certain purpose and certainly not for COVID. There are a lot of needs, so we need to talk with the Board of Elections and find out why they could not spend those dollars.

Chairman McVey asked the County Manager to have the Elections Board come to explain this to the Board of Commissioners.

ANNOUNCEMENTS AND UPCOMING EVENTS:

- **January 17, 2022 – Martin Luther King Jr. Day**
- **January 18, 2022 – Board of Commissioner Meeting at 6:30 pm**
- **January 28, 2022 - Work Planning Session 9:00 am-11:00 am**

ADJOURNMENT:

A **motion** was made at 10:24 am by Commissioner Owen and seconded by Commissioner Hall and **carried unanimously** to adjourn the meeting. (Commissioners Dickerson, Hall, Jefferies, Owen, Oestreicher and McVey voted for the motion)

Carla R. Smith
Clerk to the Board

Rick McVey
Chairman

Code of Ethics for the
Board of Commissioners, County Employees, and Appointees to Boards and Committees by the
Caswell County Board of Commissioners
Caswell County, North Carolina

WHEREAS, elected officials, public employees, and boards and committees are charged with upholding the public trust; and

WHEREAS, public trust in its elected officials, public employees, and boards and committees is essential to the orderly and successful conduct of the public's business and government; and

WHEREAS, the proper operation of democratic representative government depends upon public confidence in the integrity of the government and the responsible exercise of the public trust conferred upon elected officials, public employees, and boards and committees; and

WHEREAS, it is incumbent upon elected officials, public employees, and boards and committees to conform the exercise of their public duties in an ethical manner which warrants the trust of the public; and

WHEREAS, Section 160A-86 of the North Carolina General Statutes requires local governing boards to adopt a code of ethics.

NOW THEREFORE, the Caswell County Board of Commissioners adopts the following Code of Ethics as a guide for members of the Caswell County Board of Commissioners, Employees of Caswell County, and all Boards and Committees appointed by the Board of Commissioners to follow while conducting their duties.

CODE OF ETHICS

The purpose of this Code of Ethics is to establish guidelines for ethical standards of conduct for the Caswell County Board of Commissioners, Employees of Caswell County, and all Boards and Committees appointed by the Board of Commissioners and to assist in the determination of what conduct is appropriate in particular cases (hereinafter the term "Commissioners" shall refer to elected members of the Caswell County Board of Commissioners, the term "Employees" shall mean employees of Caswell County, and the term "Committee Members" shall refer to the individual members of the boards and committees appointed by the Caswell County Board of Commissioners). This Code of Ethics is not intended to substitute for any applicable legal requirement, legal standard, or the best judgment of the Commissioners, Employees, and Committee Members.

SECTION 1.

Commissioners, Employees, and Committee Members shall obey all laws applicable to their official actions and should be guided by the spirit as well as the letter of the law. Mere disagreement

with the policy position of another Commissioner, Employee, or Committee Member does not warrant a charge of unethical behavior and the making of such a charge is itself unethical.

Commissioners, Employees, and Committee Members need to discharge their duties conscientiously and to conduct themselves in a manner, in both their public and private matters, which will reflect favorably upon the county. Specifically:

Commissioners, Employees, and Committee Members need to keep current, using all resources available to them, about new or ongoing legal or ethical issues which they might face in their official duties.

SECTION 2.

Commissioners, Employees, and Committee Members need to uphold the integrity and independence of their position and not be subject to improper influence as they exercise their official duties. For example, they need to:

- Be unaffected by improper influence while at the same time be open to consideration of the opinions and ideas of others.
- Disclose contacts and information about issues that they receive outside of quasi-judicial evidentiary hearings and refrain from seeking or receiving information about quasi-judicial matters outside of the quasi-judicial proceeding itself.
- Treat other Commissioners, Employees, Committee Members, and the public with respect.
- Not reach conclusions on issues until all sides have been heard.
- Avoid conflicts of interest.
- Make decisions based on the public good and not on their desires or considerations of special interests.
- Commissioners should not talk with, discuss issues, or apply undue influence on members of quasi-judicial boards.

SECTION 3.

- A. Commissioners, Employees, and Committee Members need to avoid impropriety in the exercise of their official duties. Although opinions may vary about what behavior is appropriate in any given situation, authorities will consider impropriety in terms of whether a reasonable person who is aware of all the relevant facts and circumstances surrounding the action at issue would conclude that the action was inappropriate.
- B. If Commissioners, Employees, or Committee Members believes that their actions, while legal and ethical, may give the appearance of not being so, he or she should seek the advice of the County Attorney and should consider publicly disclosing the facts of the situation and the steps taken, if any, to resolve it.
- C. Commissioners, Employees, and Committee Members shall refrain from use of their position for personal or financial gain for themselves or family by use of intimidation, undue influence or misuse of other commissioners, county employees or committee

members. They must conduct themselves in such a manner that there is no suggestion of the extracting of private advantage from their association with the County.

- D. Commissioners, Employees, and Committee Members shall exercise discretion in their care of personal financial activities to avoid any legal liabilities, which would reflect unfavorably upon the County. Questionable cases should be discussed with the supervisor, county manager, or County Attorney if necessary.
- E. Commissioners, Employees, and Committee Members shall not use their positions, in any way, to coerce, or give the appearance of coercing, another person to provide any financial benefit to the employee or to other persons.
- F. Commissioners, Employees, and Committee Members shall avoid any action, which might result in giving preferential treatment to any organization or person; losing his or her independence or impartiality of action; or affecting adversely the confidence of the public in the integrity of the County.
- G. Commissioners, Employees, and Committee Members who witnesses another associate engaging in an unlawful act in the fulfillment of their obligations to the County shall report that the act to that individual's immediate leadership, who is to notify the appointing authority, who in turn will notify the County Attorney.

SECTION 4.

Commissioners, Employees, and Committee Members need to faithfully perform the duties of their office or position and need to always keep in mind the trust placed in them by the public. Commissioners and Committee Members need to faithfully attend and prepare for meetings, need to bear their fair share of the organization's workload, and need to put the County's interests above their own in the conduct of the public's business.

SECTION 5.

Commissioners and Committee Members need to conduct the affairs of their respective boards and committees in an open and public manner, including complying with all applicable laws governing open meetings and public records and should respect the sanctity of closed sessions.

SECTION 6.

Commissioners, Employees, and Committee Members found in violation of this policy Shall be subject to sanctions, termination or removal from committees.

Adopted by the Caswell County Board of Commissioners this the 3rd day of January, 2022.


Bryan S. Miller - County Manager


Rick McVey - Board Chairman

RULES OF PROCEDURE
FOR THE
CASWELL COUNTY BOARD OF COMMISSIONERS

I. APPLICABILITY

Rule 1. Applicability of Rules. These rules shall apply to all meetings of the Board of Commissioners of Caswell County at which the Board is empowered to exercise any of the executive, quasi-judicial, administrative, or legislative powers conferred on it by law.

II. OPEN MEETINGS

Rule 2. Meetings to the Open. (a) It is the public policy of North Carolina and of Caswell County that the hearings, deliberations, and actions of this Board and its committees be conducted openly.

(b) Except as otherwise provided in these rules and in accordance with applicable law, each official meeting of the Caswell County Board of Commissioners shall be open to the public and any person is entitled to attend such a meeting.

(c) For the purpose of the provisions of these rules concerning open meetings, an official meeting of the Board is defined as any gathering together at any time or place or the simultaneous communication by conference telephone or other electronic means of a majority of Board members for the purpose of conducting hearings, participating in deliberations, or voting upon or otherwise transacting public business within the jurisdiction, real or apparent, of the Board.

Rule 3. Closed Sessions. (a) Notwithstanding the provisions of Rule 2, the Board may hold a closed session and exclude the public under the circumstances provided by G.S. §143-318.1, as amended from time to time, as follows.

- (1) To prevent the disclosure of information that is privileged or confidential.
- (2) To prevent the premature disclosure of an honorary degree, scholarship, prize or similar award.
- (3) To consult with an attorney employed or retained by the County in order to preserve attorney/client privilege.
- (4) To discuss matters relating to the location or expansion of industries or other businesses in the County, including agreement on a tentative list of economic development incentives that may be offered.
- (5) To establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of a public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease; or (ii) the amount of compensation and other material terms of an employment contract or proposed employment contract.

- (6) To consider the compensation, terms of appointment and performance of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee.
- (7) To plan, conduct, or hear reports concerning investigations of alleged criminal misconduct.
- (8) To formulate plans by a local board of education relating to emergency response to incidents of school violence or to formulate and adopt the school safety components of school improvement plan by a local board of education or a school improvement team.
- (9) To discuss and take action regarding plans to protect public safety as it relates to existing or potential terrorist activity and to receive briefings by staff members, legal counsel, or law enforcement or emergency service officials concerning actions taken or to be taken to respond to such activity.
- (10) To view a recording released pursuant to G.S. 132-1.4A.

(b) The Board may go into closed session only upon a motion made and adopted at an open meeting. A motion to go into closed session must cite one of the more of the permissible purposes listed in G.S. §143-318.11 as it is from time to time amended.

(c) Unless the motion to go into closed session provides otherwise, the County Manager, County Attorney, and Clerk to the Board may attend the closed session. No other person may attend the closed session unless specifically invited by majority vote of the Board.

III. ORGANIZATION OF THE BOARD

Rule 4. Organizational Meeting. (a) Even-Numbered Years. The Board shall hold an organizational meeting on the first Monday in December of each even-numbered year. The agenda for this organizational meeting shall be limited to induction of newly elected members of the Board of County Commissioners and other elected County officials and organization of the Board for the ensuing year. The Clerk to the Board of Commissioners shall call the meeting to order and shall preside until a Chair is elected. If they have not already been sworn and inducted into office, the newly elected members of the Board shall take and subscribe the oath of office as the first order of business. As the second order, the Board shall elect a Chair and Vice-Chair from among its members. As the third order, the Board shall approve the bonds of the Sheriff and the Register of Deeds and induct them and any other newly elected County officials into office. As the fourth and fifth orders of business, the Board may appoint a Clerk and an Attorney.

(b) Odd-Numbered Years. At the first regular meeting in December of each odd-numbered year, the first order of business shall be approval of the minutes of the previous meeting. The Clerk to the Board of Commissioners shall call the meeting to order and shall preside until a Chair is elected. The second order of business shall be election of the Chair and Vice-Chair for the ensuing year. The third and fourth orders of business may be appointment of the Clerk and County Attorney.

Rule 5. Election of the Chair. The Chair of the Board shall be elected annually for a term of one year and shall not be removed from the office of Chair unless he or she becomes disqualified to serve as a member of the Board.

IV. REGULAR AND SPECIAL MEETINGS

Rule 6. Regular and Special Meetings. (a) Regular Meetings. The Board shall hold a regular meeting on the first and third Monday of each month. If a regular meeting day is a holiday on which county offices are closed, the meeting shall be held on the next business day, or such succeeding day as may be specified in the motion adjourning the immediately preceding regular meeting. The Board shall establish the time and place for regular meetings.

(b) Special Meetings. The Chair or a majority of the members of the Board may at any time call a special meeting of the Board by signing a notice stating the time and place of the meeting and the subjects to be considered. The person or persons who call the meeting shall cause the notice to be posted on the principal bulletin board of the County and delivered to the Chair and all other Board members or left at the usual dwelling place of each member at least 72 hours before the meeting. In addition, the notice shall be mailed or delivered to individual persons and news media organizations who have requested such notice as provided in subsection (d), below. Only those items of business specified in the notice may be transacted at a special meeting, unless all members are present or those who are not present have signed a written waiver.

(c) Emergency Meetings. If a special meeting is called to deal with an unexpected circumstance that requires immediate consideration by the Board, the notice requirements of this rule do not apply. However, the person or persons who call an emergency meeting shall take reasonable action to inform the other members and the public of the meeting. Local news media organizations, who have requested notice of special meetings as provided in subsection (d), below, shall be notified of such emergency meetings by the same method used to notify Board members. Only business connected with the emergency may be discussed at the meeting.

(d) Sunshine List. Any individual person and any newspaper, wire service, radio station, and television station may file with the Clerk to the Board of Commissioners a written request for notice of all special meetings of the Board. Requests by individuals must be renewed on or before the last day of each calendar quarter and are subject to a \$10.00 nonrefundable annual fee. Requests made by news media organizations must be renewed annually on or before January 1 and are not subject to any fee.

(e) Work Sessions and Committee Meetings. The Board may schedule work sessions, committee meetings, or other informal meetings of the Board or a majority of the members of the Board at such times and with respect to such subject matter as may be established by resolution or order of the Board. A schedule of any such meetings that are held on a regular

basis shall be filed in the same place and manner as the schedule of regular meetings. Work sessions and other informal official meetings not held on a regular schedule are subject to the same notice requirements as special Board meetings.

Rule 7. All Meetings within the County. All meetings shall be held within the boundaries of Caswell County except as otherwise provided herein.

1. A joint meeting with the governing board of any other political subdivision of this State or any other State may be held within the boundaries of either subdivision as may be stated in the call of the meeting. At any such joint meeting, this Board reserves the right to vote separately on all matters coming before the joint meeting.
2. A special meeting called for the purpose of considering and acting upon any order or resolution requesting members of the General Assembly representing all or any portion of this County to support or oppose any bill pending in the General Assembly or proposed for introduction therein shall be held in Raleigh or such other place as may be stated in the call of the meeting.

Rule 8. Broadcasting and Recording Meetings.

(a) Except as provided in this rule, any person is entitled to broadcast all or any part of an official meeting of the Board that is required to be open to the public. Any person may photograph, film, tape-record, or otherwise reproduce any part of a meeting required to be open.

(b) Any person wishing to broadcast any portion of an official meeting of the Board shall so notify the County Manager no later than twenty-four hours before the meeting. If the number of requests or the quantity and size of the necessary equipment is such that the meeting cannot be accommodated in the designated meeting room and no suitable alternative site in the County office building is available, the County Manager may require the news media either to pool equipment and personnel or to secure and pay the costs of an alternative meeting site that is mutually agreeable to the Board and the media representative.

V. AGENDA

Rule 9. Agenda. (a) The Clerk to the Board shall prepare the agenda for each regular, special, and emergency meeting. A request to have an item of business placed on the agenda for a regular meeting must be received no later than 12:00 p.m. the Tuesday before the meeting with supporting documentation that is relevant to the item. Any Board member may, by a timely request, have an item placed on the agenda.

(b) The agenda packet shall include the agenda document, any proposed ordinances or amendments to ordinances, and supporting documentation and background information relevant to items on the agenda. A copy of the agenda packet shall be delivered to each member of the Board at least ninety-six hours before the meeting. Documents in the agenda

Approved Januay 3, 2022

packet, if not previously available for public inspection, shall become so when packets have been delivered to each Board member or left at his or her usual dwelling.

(c) The Board may, by majority vote, add an item that is not on the agenda.

Rule 10. Informal Public Comments. The Clerk to the Board shall include on the agenda of each regular meeting a period for comments or questions from members of the public in attendance. The County's Public Comments Rules and Procedures shall apply to the comments from the members of the public.

VI. CONDUCT OF DEBATE

Rule 11. Powers of the Chair. The Chair shall preside at all meetings of the Board. A member must be recognized by the Chair in order to address the Board. The Chair shall have the following powers:

1. To rule on points of parliamentary procedure, including the right to rule out of order any motion patently offered for obstructive or dilatory purposes.
2. To determine whether a speaker has gone beyond reasonable standards of courtesy in his or her remarks and to entertain and rule on objections from other members on this ground.
3. To call a brief recess at any time.
4. To adjourn in an emergency.

Rule 12. Presiding Officer When the Chair is in Active Debate. If the Chair wishes to become actively engaged in debate on a particular proposal, he or she shall designate another Board member or a staff member to preside. The Chair shall resume the duty to preside as soon as action on the matter is concluded.

Rule 13. Action by the Board. The Board shall proceed by motion. Any member, including the Chair, may make a motion.

Rule 14. Second Required. A motion shall require a second.

Rule 15. One Motion at a Time. A member may make only one motion at a time.

Rule 16. Substantive Motion. A substantive motion is out of order while another substantive motion is pending.

Rule 17. Adoption by Majority Vote. A motion shall be adopted if approved by a majority of the votes cast, a quorum being present, unless an extraordinary majority is required by these rules or the laws of North Carolina.

Rule 18. Debate. The Chair shall state the motion and then open the floor to debate, presiding over the debate according to these general principles:

1. The member making the motion or introducing the ordinance, resolution, or order is entitled to speak first.
2. A member who has not spoken on the issue shall be recognized before someone who has already spoken.
3. To the extent possible, the debate shall alternate between opponents and proponents of the measure.

Rule 19. Procedural Motions. (a) In addition to substantive proposals, the procedural motions listed in subsection (b) of this rule, and no others, shall be in order. Unless otherwise noted, each motion is debatable, may be amended, and requires a majority vote for adoption.

(b) In order of priority (if applicable), the procedural motions are:

1. To Adjourn. The motion may be made only at the conclusion of action on a pending matter; it may not interrupt deliberation of a pending matter.
2. To Take a Recess.
3. To Call to Follow the Agenda. The motion must be made at the first reasonable opportunity or it is waived.
4. To Suspend the Rules. The motion requires a vote equal to a quorum.
5. To Divide a Complex Motion and Consider it by Paragraph.
6. To Defer Consideration. A substantive motion whose consideration has been deferred expires one hundred days thereafter, unless a motion to revive consideration is adopted.
7. To Call the Previous Question. The motion is not in order until there have been at least twenty minutes of debate and every member has had one opportunity to speak.
8. To Postpone to a Certain Time or Day.

9. To Refer to Committee. Sixty days after a motion has been referred to a Committee, the introducer may compel consideration of the measure by the entire Board, regardless of whether the Committee has reported the matter back to the Board.
10. To Amend. An amendment to a motion must be germane to the subject of the motion, but it may not achieve the opposite effect of the motion. There may be an amendment to the motion and an amendment to an amendment, but no further amendments. Any amendment to a proposed ordinance shall be reduced to writing.
11. To Revive Consideration. The motion is in order at any time within one hundred days of a vote deferring consideration of it. A substantive motion on which consideration has been deferred expires one hundred days after the deferral, unless a motion to revive consideration is adopted.
12. To Reconsider. The motion must be made at the same meeting at which the original vote was taken, and by a member who voted with the prevailing side. The motion cannot interrupt deliberation on a pending matter but is in order at any time before adjournment.
13. To Prevent Reconsideration for Six Months. The motion shall be in order immediately following the defeat of a substantive motion and at no other time. The motion requires a vote equal to a quorum and is valid for six months or until the next regular election of County Commissioners, whichever occurs first.

Rule 20. Renewal of Motion. A defeated motion may not be renewed at the same meeting.

Rule 21. Withdrawal of Motion. A motion may be withdrawn by the introducer at any time before the Chair puts the motion to a vote.

Rule 22. Duty to Vote. It is the duty of each member to vote unless excused by a majority vote according to law. The Board may excuse members from voting on matters involving their own financial interest or official conduct. A member who wishes to be excused from voting shall so inform the Chair, who shall take a vote of the remaining members. A member who fails to vote, not having been excused, shall be recorded as voting in the affirmative.

Rule 23. Prohibition of Secret Voting. No vote may be taken by secret ballot. If the Board decides to vote by written ballot, each member shall sign his or her ballot and the minutes shall record the vote of each member. These ballots shall be retained and made available for public inspection until the minutes of that meeting have been approved, at which time they may be destroyed.

Rule 24. Action by Reference. The Board shall not deliberate, vote, or otherwise act on any matter by reference to an agenda or document number unless copies of the agenda or documents being referenced are available for public inspection at the meeting and are so worded that people at this meeting can understand what is being discussed or acted on.

Rule 25. Introduction of Ordinances. A proposed ordinance shall be deemed introduced at the first meeting at which it is on the agenda, regardless of whether it is actually considered by the Board, and its introduction shall be recorded in the minutes.

Rule 26. Adoption, Amendment, or Repeal of Ordinance. To be adopted at the meeting where first introduced, an ordinance or any action with the effect of an ordinance, or any ordinance amending or repealing an existing ordinance (except the budget ordinance, a bond order, or another ordinance requiring a public hearing before adoption) must be approved by all members of the Board of Commissioners. If the proposed measure is approved by a majority of those voting, but not all the members of the Board, or if the measure is not voted on at the meeting where introduced, it shall be considered at the next regular meeting of the Board. If the proposal receives a majority of the votes cast at the next meeting or within one hundred days of being introduced, it is adopted.

Rule 27. Consideration of Unbudgeted Expenditures. No votes on expenditures for off-budget spending in excess of \$10,000 shall be held unless tabled from a prior meeting.

Rule 28. Quorum. A majority of the Board membership shall constitute a quorum. The number required for a quorum is not affected by vacancies. If a member has withdrawn from a meeting without being excused by majority vote of the remaining members present, he or she shall be counted as present for the purposes of determining whether a quorum is present. The Board may compel the attendance of an absent member by ordering the Sheriff to take the member into custody.

Rule 29. Public Hearings. Public hearings required by law or deemed advisable by the Board shall be organized by the Clerk to the Board on the appropriate agenda, setting forth the subject, date, place, and time of the hearing as well as any rules adopted by the Board governing the conduct of the public hearing, including, but not limited to, the length of time allotted to each speaker and designating representatives to speak for large groups. At the appointed time, the Chair shall call the hearing to order and preside over it. When the allotted time expires, the Chair shall inform the Board, and the Board may, by majority vote, declare the hearing ended and resume the regular order of business. If there is no motion to conclude the hearing, it may continue until there are no more speakers, or until such a motion is made and adopted.

Rule 30. Quorum at Public Hearings. A quorum of the Board shall be required at all public hearings required by law.

Rule 31. Minutes. Minutes shall be kept of all Board meetings.

Rule 32. Appointments. The Board shall use the following procedure to make appointments to fill vacancies in other boards and public offices over which the Board has power of appointment.

The Chair shall open the floor to nominations, whereupon the members shall put forward the names of possible appointees. After each member has had the opportunity to nominate candidates, those nominated are debated. After the debate concludes the Chairman will then end debate on nominations. When debate ends, the Chair shall call the roll of each Commissioner for their vote(s). Each Commissioner must vote for as many appointees as there are appointments to be made. The votes shall not be tallied until each member has voted. The Clerk tallies the votes once each Commissioner has voted.

Each vote shall be decided by a majority of the valid ballots cast (a majority is determined by dividing the number of valid ballots cast by two and taking the next highest whole number). It is the duty of each member to vote for as many appointees as there are appointments to be made, but failure to do so does not invalidate that member's ballot.

Rule 33. Appointments to the Board of Commissioners.

The Board shall use the following procedures in G.S. §153A-27, as amended from time to time, to make appointments to fill vacancies in the Board itself as follows:

(a) If a vacancy occurs on the board of commissioners, the remaining members of the board shall appoint a qualified person to fill the vacancy. If the number of vacancies on the board is such that a quorum of the board cannot be obtained, the chairman of the board shall appoint enough members to make up a quorum, and the board shall then proceed to fill the remaining vacancies. If the number of vacancies on the board is such that a quorum of the board cannot be obtained and the office of chairman is vacant, the clerk of superior court of the county shall fill the vacancies upon the request of any remaining member of the board or upon the petition of any five registered voters of the county. If for any other reason the remaining members of the board do not fill a vacancy within 60 days after the day the vacancy occurs, the clerk shall immediately report the vacancy to the clerk of superior court of the county. The clerk of superior court shall, within 10 days after the day the vacancy is reported to him, fill the vacancy.

(b) If the member being replaced was serving a two-year term, or if the member was serving a four-year term and the vacancy occurs later than 60 days before the general election for county commissioner held after the first two years of the term, the appointment to fill the vacancy is for the remainder of the unexpired term. Otherwise, the term of the person appointed to fill the vacancy extends to the first Monday in December next following the first general election for county commissioner held more than 60 days after the day the vacancy occurs; at that general election, a person shall be elected to the seat vacated, either to the remainder of the unexpired term or, if the term has expired, to a full term.

(c) To be eligible for appointment to fill a vacancy, a person must (i) be a member of the same political party as the member being replaced, if that member was elected as the nominee of a political party, and (ii) be a resident of the same district as the member being replaced, if the

county is divided into electoral districts. The board of commissioners or the clerk of superior court, as the case may be, shall consult the county executive committee of the appropriate political party before filling a vacancy, but neither the board nor the clerk of the superior court is bound by the committee's recommendation.

Rule 34. Reference to Robert's Rules of Order. To the extent not provided for in, and not conflicting with the spirit of, these rules, the Chair shall refer to Robert's Rules of Order to resolve procedural questions.



Greg W. Isley, CPA, PA
Certified Public Accountant

January 3, 2022

Caswell County
PO Box 98
Yanceyville, NC 27379

Attention: Bryan Miller, County Manager

This letter is to confirm our understanding of the terms and objectives of this engagement and the nature and limitations of the services that will be provided by Greg W Isley, CPA, PA ("Firm").

The purpose of our engagement is to provide professional staffing to provide bookkeeping services to Caswell County ("the County") in order assist the County in preparation of their monthly and annual financial statements.

This engagement is not a preparation, compilation, review or audit engagement whereby any form of assurance will be provided on the County's financial statements. It is our understanding that management has designated qualified individuals with the necessary expertise, preferably within senior management, to be responsible and accountable for overseeing our services as part of this engagement. By your signature below, you acknowledge that management agrees to evaluate the adequacy of, and accept responsibility for, the results of all the services performed as part of this agreement.

Our fees for this engagement shall be billed at \$210/hour for my time and \$100/hour for each of my staff, plus direct expenses (mileage/hotel/meals). Travel time will be billed at fifty percent of the stated rate. We understand the maximum billing under this contract is \$30,000; therefore, we will cease work on this contract if or when our billings reach \$30,000 unless an amendment occurs to increase the maximum billing under this contract. Payment for services is due when rendered and interim billings will be submitted as work progresses and expenses incurred. Invoices will be rendered every two weeks and are payable upon presentation.

In addition, in the event our firm or any of its employees or agents is called as a witness or requested to provide any information (whether oral, written, or electronic) in any judicial, quasi-judicial, or administrative hearing or trial regarding information or communications that you have provided to this firm, or any documents and work papers prepared by Greg W Isley, CPA, PA in accordance with the terms of this agreement, you agree to pay any and all reasonable expenses, including fees and costs for our time at the rates specified in our engagement letter, as well as any legal or other fees that we incur as a result of such appearance or production of documents.

In connection with this engagement, we may communicate with you or others via email transmission. We take reasonable measures to secure your confidential information in our email transmissions, including password protecting confidential documents. However, as email can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom it is directed and only to such parties, we cannot guarantee or warrant that email from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure or communication of email transmissions, or for the unauthorized use or failed delivery of email transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of sales or anticipated profits, or disclosure or communication of confidential or proprietary information.

Unless you indicate otherwise, our firm may transmit confidential information that you provided us to third parties in order to facilitate delivering our services to you. We have secured confidentiality agreements with all our service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain

responsible for the work provided by any third-party service providers used under this agreement. By your signature below, you consent to having confidential information transmitted to entities outside the firm. Please feel free to inquire if you would like additional information regarding the transmission of confidential information to entities outside the firm.

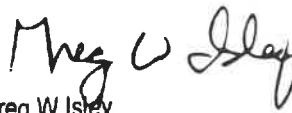
It is our policy to keep records related to this engagement for five years. However, Greg W Isley CPA, PA does not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies.

By your signature below, you acknowledge and agree that upon the expiration of the five-year period, Greg W Isley, CPA PA shall be free to destroy our records related to this engagement.

We appreciate the opportunity to be of service to you and believe this letter correctly expresses the significant terms of our engagement. If you have any questions please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to me.

Cordially,

Greg W Isley, CPA, PA


Greg W Isley
President

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of Caswell County, North Carolina by:

Name: Brenda Miller

Title: County Manager

Date: 1-6-2022

Notwithstanding any statement or provision herein to the contrary, the terms and provisions of that "NC Local Government Standard Contractual Terms & Conditions Rider" or "LGR" most recently revised, effective January 1st, 2022 and kept on file by the County Manager, are hereby incorporated into this instrument by reference, as if fully set out herein, and shall supersede, control over and prevail in the event of any conflict with the provisions of this instrument and/or any exhibit, addenda, or attachment hereto.

NTE Limit: \$

The total annual compensation to be paid hereunder shall not exceed the NTE Limit stated without the prior written approval of the County Manager.

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


County Finance Officer

**NC LOCAL GOVERNMENT
STANDARD CONTRACTUAL TERMS & CONDITIONS RIDER**

(the "LGR") Revised & Effective: January 1, 2022

THIS LGR is hereby made and entered into by and between CASWELL COUNTY (the "County") and any and all parties entering into any contract, memorandum of understanding, or other agreement of any kind, for the provision of goods, services, or other consideration of any kind, to the County referencing its existence or inclusion as a part thereof.

Any such instrument(s) together with any and all exhibits, addenda, riders and/or any other instruments attached to, or incorporated by reference therein, shall be collectively referred to hereinafter as the "Contract".

WITNESSETH:

WHEREAS, County is a body politic of the State of North Carolina, subject by operation of law to certain additional rules, regulations, and laws applicable to public and/or governmental bodies including without limitation certain operational and contractual requirements; and

WHEREAS, the risk of financial default under a contract entered into by such a governmental body is substantially lower than the ordinary risk of financial default attributable to private or commercial entities; and

WHEREAS, County has established this LGR for the non-exclusive purposes of expediting its contract review and approval process, to document notice of its governmental status, and to protect its residents and the public at large from illegal or unfair obligations otherwise imposed under certain adhesion contracts; and

WHEREAS, County is prohibited by applicable law from executing the Contract without modification by this LGR, or has otherwise determined it is not in the best interests of its residents and the public at large to do so without the additional terms and conditions of this LGR being made a part thereof.

NOW THEREFORE, in exchange of the mutual covenants made herein, and for other good and valuable consideration exchanged between the parties, the sufficiency of which is hereby acknowledged, including but not limited to the inducement of County to enter into the Contract as modified by this LGR, the parties agree as follows:

PART A: CONTRACTUAL INCORPORATION & PRECEDENCE OF LGR WITHIN CONTRACT:

1. **Contract Incorporation:** **THE TERMS AND PROVISIONS OF THIS LGR SHALL BE DEEMED FULLY AND COMPLETELY INCORPORATED INTO, AGREED TO, AND ACCEPTED BY, ALL PARTIES ENTERING INTO ANY CONTRACT WHICH REFERENCES THEIR EXISTENCE IN ANY WAY;** including to the fullest extent permitted by law, incomplete or non-specific references to their existence where any party could with reasonable due diligence have ascertained the existence and content of its terms. Partial performance by any party under such a Contract without formal execution thereof, shall be considered as agreement to, and acceptance of, these LGR terms and conditions.

- a. Without limiting the generality of the foregoing statement, the LGR may be incorporated by specific reference into any Contract by reference by inserting the following suggested italicized language therein prior to its execution:

Notwithstanding any statement or provision herein to the contrary, the terms and provisions of that "NC Local Government Standard Contractual Terms & Conditions Rider" or "LGR" most recently revised, effective January 1st, 2022 and kept on file by the County Manager, are hereby incorporated into this instrument by reference, as if fully set out herein, and shall supersede, control over and prevail in the event of any conflict with the provisions of this instrument and/or any exhibit, addenda, or attachment hereto.

NTE Limit: \$ 30,000

The total annual compensation to be paid hereunder shall not exceed the NTE Limit stated without the prior written approval of the County Manager.

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


County Finance Officer

2. Condition Precedent: Each party entering into any such Contract further agrees that the incorporation of this LGR into the terms and conditions of the Contract shall be deemed to be a **MATERIAL CONDITION PRECEDENT** to County's acceptance of such Contract, and to the validity and enforceability of said Contract against County by any party thereto.
3. Contractual Conflict & Precedence: **NOTWITHSTANDING ANY STATEMENT OR PROVISION WITHIN THE CONTRACT TO THE CONTRARY, AND EXCEPT FOR ANY "ADDITIONAL TERMS & CONDITIONS" AGREED TO BETWEEN THE PARTIES PURSUANT TO THE IMMEDIATELY FOLLOWING PARAGRAPH, THE TERMS AND CONDITIONS OF THIS LGR SHALL SUPERSEDE, CONTROL OVER, AND PREVAIL IN THE EVENT OF ANY CONFLICT WITH ANY DIFFERING OR CONTRARY TERMS OR CONDITIONS OF THE CONTRACT.** Except to the extent they are inconsistent with or modified by this LGR, the terms and conditions of the contract shall remain in full force and effect.
4. Additional Terms & Conditions: To the extent the parties require any additional or specific modifications or amendments to the Contract, or to this LGR itself, the same **shall be reduced in writing and attached to the Contract labeled as "Additional Terms & Conditions" which shall clearly reference the Contract to which it applies, shall state that it takes precedence over, and shall control in the event of any conflicts with, both the Contract and any Local Government Rider", and shall be separately signed by all parties** concurrently with their execution of the Contract instrument(s).

PART B: STANDARD LOCAL GOVERNMENT PROVISIONS:

1. Public Records & Confidentiality: County is required to comply with certain applicable statutes of the State of North Carolina regarding open meetings and/or open records. Notwithstanding anything to the contrary within the Contract, County shall not be liable to any party for disclosing the Contract, or any documents or communications made or received in relation thereto, to any third party or the public at large, if such disclosure is made by County in a good faith effort within its sole discretion, to comply with any public records request or other applicable laws.
2. Limitation on Contractual Authority: Only the County Board of Commissioners, the County Manager, or another agent specifically designated in writing by either to exercise their respective authority related to the Contract shall be authorized to enter into, modify, or otherwise bind the County to the Contract in any way. Any such action shall be taken only by the signed written consent thereof, and no party shall rely upon any verbal communications, or otherwise upon the authority of any other agent of the County in lieu thereof. This provision shall apply to prevent any inadvertent or passive modifications to the terms of the Contract through communications between the parties as may otherwise be allowed by law, including but not limited to any such provisions of the North Carolina Uniform Commercial Code, if applicable.
3. Limitation Upon Partial/Progress Payments for Goods/Materials to be Delivered: Payment (partial or otherwise) for any physical goods or materials to be provided to the County pursuant to the Contract, shall not be due or owed by the County until after actual delivery and acceptance of any such physical items.
4. E-Verify Certification: At all times during performance of the Contract, all parties shall fully comply with Article 2 of Chapter 64 of the General Statutes and shall ensure compliance by any subcontractors utilized. All parties shall execute an affidavit verifying such compliance upon request by County.
5. Iran Divestment Act Certification: All parties executing this Contract thereby affirm they are not listed on the Final Divestment List created by the State Treasurer pursuant to NCGS 143-6A-4, nor shall they utilize any subcontractor in the performance of the Contract that is identified upon said list.
6. Constitutional Limitation on County Indemnification: The parties acknowledge and understand that an unlimited indemnification by County constitutes a violation of the North Carolina Constitution and is void and unenforceable by operation of law. Any indemnifications given by County to any party under the Contract shall be deemed to be given only to the extent allowed by law.
7. Contingent Funding/Non-Appropriations Clause: Notwithstanding anything to the contrary within the Contract or this LGR, all financial obligations of the County under the Contract are dependent upon, and subject to, the continuing allocation of funds by the County Board of Commissioners for such purpose. The Contract shall automatically terminate if such funds cease to be allocated or available for any reason.
8. Not to Exceed (NTE) Limit: Unless otherwise approved in writing by County, the total amount of compensation payable by County to all parties under the Contract during each fiscal year of County (running from July 1 to June 30 of the following calendar year) shall not exceed the amount, if any, which is specifically listed within the Contract as an "NTE Limit" or which is otherwise described as a maximum annual compensation amount to be paid hereunder and not exceeded, without the County Manager's prior written approval. This amount typically represents the total combined budget normally allocated for

the services to be rendered under the Contract, and may be increased unilaterally by County from time to time, only through the written approval of the County Manager, which may be given via email.

9. Pre-audit & Purchasing Policy Notices: Per NCGS § 159-28 no contract with a local government including County requiring the payment of any public funds is valid unless properly pre-audited in the manner required by said statute. The Contract must contain a Pre-audit Certificate signed by the County Finance Officer or their Deputy which shall take substantially the following form "This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act." Failure to obtain a pre-audit upon the Contract makes the contract invalid and unenforceable per state law.
10. General Legal Compliance: Any party providing goods or services of any kind to the County pursuant to this Contract hereby agrees to do so in compliance with all applicable local, state, or federal rules, regulations, or laws, and shall be solely responsible for the failure to abide by the same unless otherwise agreed in writing by the County. Without limiting the generality of the foregoing paragraph:
 - a. Federal Uniform Guidance Requirements: If the source of funds for this Contract are federal funds, the following non-exclusive federal provisions shall apply pursuant to 2 C.F.R § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable), and all parties hereto agree to comply with any and all such applicable provisions.
 - i. Equal Employment Opportunity (41 C.F.R. Part 60);
 - ii. Davis-Bacon Act (40 U.S.C. 3141-3148);
 - iii. Copeland "Anti-Kickback" Act (40 U.S.C. 3145);
 - iv. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708);
 - v. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387);
 - vi. Debarment and Suspension (Executive Orders 12549 and 12689);
 - vii. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352);
 - viii. Procurement of Recovered Materials (2 C.F.R. § 200.322); and
 - ix. Record Retention Requirements (2 CFR § 200.324)
 - b. Worker's Compensation Insurance, Certifications, & Indemnification: Each party is solely responsible for obtaining and maintaining at all times any and all policies of Worker's Compensation Insurance to lawfully cover itself, and any and all of its employees, contractors, or subcontractors employed in the provision of any work or services under the Contract, or as otherwise required by law.
 - i. Unless specifically agreed to in writing as part of the terms of the Contract, County shall not be required to obtain any such insurance for any of the employees, contractors, or subcontractors of any other party to the Contract, and all such parties hereby agree to promptly provide certificates of such coverage, or other adequate proof thereof upon County's request, and further to immediately notify County in the event of any loss or disruption of any such coverage during the term of the Contract as a material term hereof.
 - ii. County is hereby authorized to withhold payments under the Contract pending receipt of proof of such insurance coverage if applicable without being in breach of the Contract.
 - iii. All parties also hereby agree to indemnify and hold each other harmless from any and all damages or liability arising from any subsequent determinations by any parties including without limitation each party's own insurance auditors, that any Worker's Compensation Insurance required to be obtained and maintained by any party to the Contract as stated above was not actually obtained or maintained.

PART C: OTHER GENERAL PROVISIONS

Notwithstanding anything within the Contract to the contrary:

1. Choice of Law, Forum, & Pre-Litigation Mediation: This Contract is made and entered into in Caswell County, North Carolina and shall be governed by and construed in accordance with North Carolina law. Any claim for breach or enforcement of this Contract shall be filed in the appropriate court located in the jurisdiction of Caswell County, North Carolina. The parties agree in good faith to first submit any disputes to that formal process known as mediation being that process which is described by North Carolina in its Alternative Dispute Resolution Program through the Dispute Resolution Commission. The parties agree that they will attempt to agree on a North Carolina Certified Superior Court Mediator with the understanding that this list is maintained by the North Carolina Dispute Resolution Commission. Should the parties be unable to agree, then that mediator who is next to be assigned on a case by Court Administration in Caswell County will be used as the mediator. The parties shall share the costs of mediation equally and the parties agree to mediate in good faith.

2. Construction & Headings: No rule of construction shall apply against any party as the drafter of the Contract which is the result of an arms-length negotiation between the parties. The titles/captions/headings of any and all portions of the Contract are intended for reference purposes only and shall not be deemed to affect the meaning or interpretation of the Contract terms and conditions.
3. Merger: The Contract is the entire agreement between the parties with respect to the foregoing matter and there are no other verbal or written agreements with respect thereto between the parties which have not been reduced to writing and specifically incorporated into the Contract.
4. Modification: No modifications of the Contract shall be valid unless reduced to writing signed by all parties hereto.
5. Severability: The provisions of this Contract are intended to be severable. Any and all provisions of this Contract that are prohibited, unenforceable, or otherwise not authorized in any jurisdiction shall, as to such portion and/or jurisdiction only, be deemed ineffective to the extent of such prohibition, unenforceability, or non-authorization, without invalidating the remaining provision(s) hereof in such jurisdiction, or affecting the continuing validity, enforceability, or legality hereof in any other jurisdiction.
6. Signature Warranty: Any party executing the Contract as a corporate or other legal entity represents to the other parties hereto that such entity is duly organized, validly existing, and in good standing under the laws of the State of North Carolina or otherwise under the laws of the state of its formation, and is qualified to transact the business contemplated herein within the State of North Carolina, and further that any such party executing the Contract on behalf thereof, has the full power and authority to do so without any further authorization being required from any party, and thereby legally binds said entity to the terms and conditions of this Contract.
7. Additional Limitation of Scope of County Indemnification: If applicable, any indemnification given by County shall be deemed and further limited to indemnify against claims or actions arising from the action or inaction of County's own officers, officials, employees or agents only; and shall not be deemed to indemnify any party against claims or actions arising from any action or inaction of any other parties.
8. Waiver of Consequential/Punitive Damages: Under no circumstances whatsoever, shall any party be entitled to recover, and all parties hereby waive their right to seek, any indirect, punitive, special or consequential damages of any kind whatsoever, incurred in connection with any breach of the Contract. Notwithstanding the foregoing, the reasonable costs incurred in connection with successfully enforcing the Contract against another party, including court costs, fees, and reasonable attorneys' fees associated therewith shall be recoverable by such a prevailing party.
9. Savings Provision: County shall not be held in default of the Contract or otherwise deemed in breach thereof, unless it has first failed to cure any condition causing such default within fifteen days (15) days written notice thereof by the party alleging such default. If County cures any default within that period, no breach of the Contract shall be deemed to have occurred.
10. Electronic and/or Duplicate Execution & Order of Execution: The Contract may be executed in multiple counterparts, in which event each executed copy shall be deemed an original document as between the parties. An electronic signature and/or copy of the Contract shall have the same force and affect as the original. Due to the need to comply with statutory auditing requirements, all parties contracting with County shall execute the Contract first and deliver a fully signed copy thereof to the County for its counter-execution and delivery of a fully signed copy to all parties.