

**MINUTES
REGULAR MEETING
HERTFORD COUNTY BOARD OF COMMISSIONERS
MULTI-PURPOSE ROOM - JUDICIAL CENTER
Monday, April 6, 2020
9:00 AM**

Present: Com. Ronald J. Gatling, Chairman, Com. John D. Horton, Vice-Chair, Com. Leroy Douglas, Com. Andre` Lassiter, and Com. William F. Mitchell, Jr.

Also Present with the Board: Mr. David B. Cotton, Interim County Manager, Dr. Renee Fleetwood, Clerk to the Board, Mr. Charles L Revelle, III, County Attorney

Chairman Ronald J. Gatling called the meeting to order at 9:00 a.m. and called for a moment of silence in recognition of former Commissioner Johnnie Ray Farmer.

On a motion by Com. Andre` Lassiter and second by Com. William F. Mitchell, Jr., the Board unanimously approved the Adoption of the Resolution Honoring the Memory of Commissioner Johnnie Ray Farmer as read by Chairman Gatling and signed by the Board.



**RESOLUTION HONORING THE MEMORY OF
COMMISSIONER JOHNNIE RAY FARMER**

WHEREAS, Johnnie Ray Farmer who unselfishly dedicated many years of service to Hertford County with great distinction and success, died April 4, 2020; and

WHEREAS, Johnnie Ray Farmer enriched the Hertford County community by his tireless public service as a Hertford County Commissioner from 2000 until 2018 serving as Chairman and Vice Chairman; and

WHEREAS, Johnnie Ray Farmer demonstrated the spirit of public service by serving on the Hertford County Veterans Advisory Council, Hertford County Cooperative Advisory Council, Tri-County Airport Authority, Roanoke-Chowan Human Services, Founding Chairman of the Peanut Belt RPO (Rural Planning Organization), recognized as the 2011 County Commissioner of the Year by the North Carolina Council of Community Programs for his dedicated service in mental health, member of the North Carolina Association of County Commissioners (NCACC); appointed by Governor Beverly Perdue to serve on the State Health Coordinating Council (SHCC), and

WHEREAS, upon his retirement from the Hertford County Board of Commissioners in 2018, Governor Roy Cooper awarded Johnnie Ray Farmer the Order of the Long Leaf Pine in recognition of his distinguished career in government; and

WHEREAS Johnnie Ray Farmer proudly served in the United States Army and retired as Sergeant Major, served tirelessly with the American Legion and its affiliates, was employed with the Hertford County School system as a JROTC Army Instructor retiring after 13 years; and

NOW, THEREFORE, BE IT RESOLVED that the Hertford County Board of Commissioners hereby Honors the memory of Johnnie Ray Farmer for a life of outstanding service and extraordinary contributions to Hertford County; and

BE IT FURTHER RESOLVED that this resolution be spread upon the minutes of the Hertford County Board of Commissioners as a permanent record of the achievements of and respect for one of Hertford County's finest citizens, and that the original be presented to the family of Johnnie Ray Farmer with sincere sympathy and appreciation.

Adopted this the 6th day of April, 2020.

(SEAL)

Honorable Ronald J. Gatling, Chairman

John D. Horton, Vice-Chairman

Leroy Douglas, Commissioner

Andre` Lassiter, Commissioner

William F. Mitchell, Jr., Commissioner

Attest:

Dr. Renee Fleetwood, Clerk to the Board

On a motion by Com. Mitchell and second by Com. Leroy Douglas, the Board unanimously approved to fly the flags in front of the Courthouse at half-staff as a symbol of respect and mourning for the passing of Com. Johnnie Ray Farmer.

In memory of Com. Farmer, the Board shared the following sentiments: he was a man of high character and high morals; highly respected in this community; his passing is a loss for Hertford County; he dedicated his service to his country and the Hertford County community, he was a visionary and will be missed.

Invocation was provided by Com. Mitchell.

Chairman Gatling thanked the Board, Mr. Cotton and Dr. Fleetwood for their patience and support along with local government staff who made adjustments to serve and meet the needs of Hertford County citizens during the COVID-19 Pandemic.

CONSENT AGENDA

On a motion by Com. Mitchell and second by Com. Lassiter, the Board unanimously approved the Consent Agenda as follows:

- Approved the March 9, 2020 Special Called Meeting Minutes and the March 16, 2020 Regular Meeting Minutes.
- Approved Tax Refund to Charles W. & Patricia Hughes

Refund to Charles W. Hughes & Patricia Hughes for \$180.00, he paid his taxes in full on 12/31/19. After payment, the county Inspector confirmed the structure is an accessory building to the residential dwelling. (No living quarters) Payee: Vendor #1936

- Approved Tax Refund to Michael Lee Morris

Refund to Michael Lee Morris for \$7,280.76. Taxpayer listed leased equipment in error. Also billed on accounts 46074 & 23574. Payee: Vendor #12856

- Approved Tax Refund to Cathy L. Pope

Refund to Cathy L. Pope for \$254.28 for overpayment on account as a result of a debt setoff. Payee: Vendor #14004

- Approved Tax Refund to James H. Gilliam, Jr.

Refund to James H. Gilliam Jr. for \$249.00 for overpayment on account as a result of a debt setoff. Vendor #8424

- Approved Tax Levy Releases for March 2020

**TAX LEVY RELEASES FOR MONTH ENDING
March 2020**

	NAME	LEVY YEAR	VALUE RELEASED	TAX RELEASED
AHOSKIE TOWNSHIP				
Acct#38433 Bill# 19A38433.10 Taxpayer listed leased equipment in error. Also billed on accounts 46074 & 23574	Morris, Michael Lee	2019	1,635,437.00	G01- \$13,737.68 F01- \$654.18
MURFREESBORO TOWNSHIP				
WINTON TOWNSHIP				
MANEY'S NECK TOWNSHIP				
ST. JOHN TOWNSHIP				
Acct# 50881 Bill#19A5953544790 Double-Wide double listed on Acct #50881 & Acct # 308	Artis, Margaret	2019	25,962	G01- \$218.09 W01- \$90.00 W02- \$90.00
Acct # 30583 Bill# 19A30583.10 Trailer being traded SWMH in Nov. 2018 for DWMH taxed in real on same acct.	Bowser, Juanita	2019	8,319	G01- \$69.88 W01-\$90.00 W02-\$90.00 GAR-\$30.00
HARRELLSVILLE TOWNSHIP				

TOTAL VALUE APPROVED THIS REPORT (2019 LEVY) \$ 1,669,718.00
TOTAL TAX RELEASED THIS REPORT (2019 LEVY) \$14,679.83

TOTAL VALUE APPROVED THIS REPORT (PRIOR LEVY) \$

TOTAL TAX RELEASED THIS REPORT (PRIOR LEVY) \$

TOTAL TAX RELEASED THIS REPORT (W01 COLL/RECYCLE SITE 2019) \$180.00
TOTAL TAX RELEASED THIS REPORT (W02 LANDFILL OPERATION 2019) \$ 180.00

TOTAL TAX RELEASED THIS REPORT (W01 COLL/RECYCLE SITE 2018) \$
TOTAL TAX RELEASED THIS REPORT (W02 LANDFILL OPERATION 2018) \$

Respectfully submitted,

Tammy H. Eason

Tammy H. Eason, Tax Collector

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

On a motion by Com. Mitchell and second by Com. Lassiter, the Board unanimously adopted the Resolution Authorizing Removal of Certain Public Record Books Kept by The Register of Deeds for the Purpose of Repair, Restoration and Rebinding.



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

Resolution No.: _____

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

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

WHEREAS, Kofile Inc. RecordSave is under contract to provide repair, restoration and rebinding of those certain books of public records;

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

Section 1. The Register of Deeds is authorized to remove or cause to be removed to the care and custody of Kofile Inc. RecordSave, Document Preservation Specialists for repair, restoration and rebinding the following book of public records:

Real Estate Deed Book O, 1884-87

Section 2. The book of public records listed in Section 1. of this resolution may remain in the care and custody of Kofile Inc. RecordSave, Document Preservation Specialists for the length of time required to repair, restore or rebind it.

Section 3. This resolution is effective upon its adoption.

Adopted the 6th of April, 2020.

HERTFORD COUNTY BOARD OF COMMISSIONERS

The Honorable Ronald J. Gatling, Chairman

SEAL

Dr. Renee Fleetwood
Clerk to the Board

INTERIM COUNTY MANAGER'S COMMENTS

Mr. David B. Cotton, Interim County Manager, provided the Board with an overview of County operations, State Emergency Management procedures, and FEMA updates in light of the COVID-19 Pandemic. He also shared his satisfaction with the manner in which the community is policing itself by following the instructions of the Governing Body and Governor's Cooper's Executive Orders.

COMMISSIONERS' COMMENTS

The Board comments were as follows:

Com. Lassiter asked Interim Manager Cotton if there would be additional County adjustments made relating to the next 10-days prognosis charted by the Surgeon General's office.

Interim Manager Cotton responded as follows:

- 1) with the community at-large policing itself and the adjustments made in the Dept. of Social Services' he does not foresee any County drastic changes
- 2) County operations are functioning where we need to be
- 3) will continue to consider the safety of the community and staff

Com. Mitchell shared his concern regarding County employees who may need child care and the high risk and elderly citizens. He requested that the County make sure decisions are made in the best interest of those individuals.

Com. Douglas commented regarding the County regulating solar farms and citizen complaints with the farms generating low property values in their communities.

Attorney Revelle advised the Board that the County has guidelines in place and if those are followed, solar farms are allowed. In addition, he will review the guidelines and advise the Board if additional stipulations need to be discussed.

Vice-Chair John D. Horton entered the Board Meeting during the Commissioners' comments.

CLOSED SESSION

On a motion by Com. Lassiter and a second by Com. Mitchell, the Board unanimously approved to move to Closed Session as allowed under G.S. 143-318.11 (a) (3) to consult with the County Attorney.

Minutes of Closed Session are on file in the Office of the Clerk to the Board.

On a motion by Com. Lassiter and second by Com. Douglas, the Board unanimously approved to return to Regular Session.

On a motion by Com. Lassiter and second by Vice-Chair Horton, the Board unanimously approved to convene as the Board of Equalization and Review.

MEETING OF BOARD OF EQUALIZATION & REVIEW

Mrs. Sandy Brock, Tax Assessor, reported to the Board of Equalization and Review that there were no evaluation disputes to come before the Board and requested the Board recess until May 4, 2020.

On a motion by Vice-Chair Horton and second by Com. Douglas, the Board of E & R unanimously approved to recess until May 4, 2020.

On a motion by Com. Lassiter and second by Com. Mitchell, the Board unanimously approved to return to Regular Session.

On a motion by Vice-Chair Horton and a second by Com. Mitchell, the Board unanimously approved the Temporary Telecommuting Policy and the Temporary Telecommuting Agreement.



TEMPORARY TELECOMMUTING POLICY

1.0 POLICY

Upon approval of the Department Director, Human Resources Director and County Manager: eligible County employees in certain classifications may be permitted or required to perform approved County work functions from locations other than official and traditional government office locations.

2.0 PURPOSE

The County of Hertford's temporary telecommuting policy is designed to address the current COVID-19 outbreak by implementing temporary telecommuting arrangements for employees at an increased risk of contracting COVID-19 provided that work functions are available. Telecommuting is a work alternative that the County may offer to specific employees based on mutual benefit. Telecommuting is not an entitlement but rather an alternative work arrangement intended to prevent the disease from spreading through the workplace. A telecommuting arrangement may include working in an alternate location exclusively or a combination of an alternate location and conventional office. Certain positions, by the nature of their expectations and responsibilities, lend themselves to the possibility of telecommuting; others do not. In all cases, the needs of the County and service to the citizens and internal customers take precedence in decisions relative to telecommuting. Telecommuting does not change the basic terms and conditions of employment with the County and employees are subject to all County policies that apply when working at a County facility. This policy covers the employee's and the County's obligations when the employee works at an alternate location, including the employee's home.

3.0 SCOPE

This policy applies to employees in any position type whose job functions may be performed as effectively in an alternate work location as in a conventional work location as determined by the Department Director in consultation with the County Manager and Human Resource Director.

4.0 DEFINITIONS

- **4.1 Telecommuting** - The practice of an employee working at a location other than the conventional office such as the employee's home.
- **4.2 Telecommuter** - Employee who works in or from a nontraditional location and conducts County business functions one or more days per week.

5.0 ORGANIZATIONAL RULES

- **5.1 Employee Eligibility** - Employee eligibility for telecommuting will be determined based on all of the following:
 - A. The nature of position is one where the expectations can be clearly defined and work performance can be effectively evaluated regardless of where it is performed.
 - B. Employee provides a doctor's note documenting employee's increased risk exposure.
 - C. The nature of the position is analyzed by the department and is recommended as suitable by the Human Resources Director for approval by the County Manager as a telecommuting arrangement.
 - D. The alternate work site is conducive to telecommuting as determined by the requesting department, Information Technology Director, and Human Resources Director.
 - E. The employee's past performance and work habits demonstrate that he/she can work successfully at an alternate work site.
 - F. The telecommuting arrangement does not disrupt service to the public or internal customers.
 - G. The position can function independently and the supervisor can adequately assess the work performance in a telecommuting arrangement.
 - H. Non-exempt positions will not create additional overtime liability with the telecommuting arrangement.
- **5.2 Implementation:**
 - A. General Requirements**
 1. Offering the opportunity to work at an alternative location is a management option; telecommuting is not a universal employee benefit or entitlement. The employee, supervisor, departmental director or County Manager may terminate telecommuting at any time and for any reason.
 2. The telecommuter's conditions of employment with the County remain the same as for non-telecommuting employees and employees are subject to the same policies that apply when working at a County facility.
 3. Employee salary, benefits and employer-sponsored insurance coverage will not change as a result of telecommuting.
 4. Any change to the schedule must be reviewed and approved in advance by the Department Director and must be communicated to the Human Resources Director and County Manager.
 5. While telecommuting, the employee and manager shall decide in advance the method of contact (i.e. telephone, email, video app, etc.) during agreed upon hours. Telecommuters must notify their supervisor if they leave their telecommuting location, as they would inform a receptionist when leaving the traditional office during the work day.
 6. Telecommuters are prohibited from conducting face-to-face County business from their personal home.
 7. The telecommuting employee has the responsibility for accounting, accurately documenting and reporting time worked to the supervisor.
 8. An employee required to attend staff or other meetings must attend even though it may require an employee to report to a County or offsite facility.
 9. More specific conditions relating to the employee's telecommuting arrangements are detailed in the **Telecommuting Agreement** which must be completed by the employee and his/her supervisor and approved by the Department Director and County Manager.
 - B. Home Office Requirements**
 1. Since the employee's home work-space is an extension of the local government work-space, County liability for job-related accidents under Worker's Compensation will continue to exist during the approved work schedule and in the employee's designated work location. To ensure that safe working conditions exist, the employee assumes responsibility for maintaining a safe workplace and safe work behavior during work hours. The employee must certify that his home work space will meet or exceed County standards for telecommuting offices.
 2. Restricted-access materials shall not be taken out of the office or accessed through the computer unless approved in advance by the telecommuter's manager. Telecommuters shall have and use locked storage space in the alternate work location to ensure the security of any County related materials approved to be taken out of the office. Some materials, as determined by the County Attorney, are prohibited from being removed from governmental offices; telecommuters who need to access these materials will be required to come to the County departmental location to access them.
 3. Any changes to the telecommuter's work-space must be reviewed and approved in writing by the employee's manager prior to any changes.
 4. Office supplies for use in telecommuting work-space will be provided by the County through generally accepted practices and procedures, which shall be obtained during the telecommuter's in-office work period.
 5. Basic level equipment such as a computer and software will be provided by the County. Provision of Internet access and basic level equipment will generally be provided by the employee and will be determined in writing as a part of the Telecommuting Agreement.
 6. County equipment (if any) that is placed in the employee's home office is to be used for County business only. All equipment distributed for telecommuting remains the property of the County. The employee is required to return all County owned telecommuting equipment and related material when the telecommuting arrangement is discontinued.
 - C. Information Technology Services Requirements:**
 1. To ensure hardware and software security, all software used for telecommuting must be approved through the County's Information Technology Director and installed by the Hertford County Data Center (HCDC) Information Technology (IT) personnel on Hertford County issued equipment. Networking can only be established using compatible hardware and software. Only approved communication sources may be accessed using County equipment.
 2. Software licensed to the County shall not be duplicated or used on any equipment not approved by the County.
 3. Troubleshooting equipment/software problems are the primary responsibility of the telecommuter. However, limited IT support may be provided by the HCDC IT personnel.
 4. Equipment, software or files that are stolen, lost or destroyed must be reported as soon as practical but no later than the next business day.
 5. Unless otherwise agreed to in writing prior to any loss, damage or wear, the County of Hertford does not assume liability for loss, damage or wear of employee-owned equipment.

- **5.3** It is not possible to identify all of the situations that may arise from a specific telecommuting relationship. As such, issues will be addressed on a case by case basis and may not be binding to other arrangements.

6.0 PROCEDURES

- 6.1-The Department Director will assess the nature of the position’s roles and responsibilities. The Department Director will determine the compatibility of the position’s roles and responsibilities as well as the incumbent’s past performance to determine suitability for telecommuting in accordance with the requirements of this policy.
- 6.2-Employee shall provide a doctor’s note stating medical condition.
- 6.3-If, after completing an assessment, the Department Director is prepared to recommend a telecommuting arrangement, he/she will complete a Telecommuting Agreement form.
- 6.4-The Department Director will submit the recommended Telecommuting Agreement to the Human Resources Director and County Manager for consideration and determination.

7.0 APPENDIX, APPENDICES

Temporary Telecommuting Agreement

Temporary Telecommuting Agreement

The following constitutes an agreement between the County of Hertford and

[Employee] agrees to adhere to the applicable guidelines and policies of the temporary telecommuting program. The County concurs with the employee's participation and agrees to adhere to the applicable guidelines and policies.

Terms and Conditions

The temporary telecommuting agreement is subject to the following terms and conditions:

Duration - This agreement will be valid for a period of _____ [specify term] beginning on _____ [start date] and ending on _____ [end date]. At the end of that time, both parties will participate in a review, which may result in the reactivation of the agreement.

Work hours - The employee's work hours and work location are specified at the end of this agreement.

Conditions of employment - The conditions of employment with the County remain the same as for non- telecommuting employees and employees are subject to the same policies that apply when working at a County facility.

Pay and attendance - The employee’s salary, benefits and employer-sponsored insurance coverage will not change as a result of telecommuting.

Leave - Employees must obtain approval before taking leave in accordance with established County Personnel Policies and Department policy and procedures. By signing this form, the employee agrees to follow established procedures for requesting and obtaining approval of leave.

Overtime - The employee will continue to work in pay status while working at the home office or alternate location.

By signing this agreement, the non-exempt employee agrees that failing to obtain proper approval from his/her supervisor for overtime work may result in removal from the telecommuting program and/or corrective action up to and including dismissal. Time worked after generally scheduled hours will be compensable according to the Fair Labor Standards Act and County policy.

County-owned equipment - In order to effectively perform their assigned tasks, the employee agrees to only use County issued equipment at the telecommuting location. Equipment will be protected against damage and unauthorized use. Equipment will be serviced and maintained by the County. Any equipment provided by the employee will be at no cost to the County and will be maintained by the employee. Equipment provided by the County (if any) will be serviced and maintained by the County.

Inspection - The County reserves the right to inspect any County issued equipment to ensure it is being used solely by the employee and for County business only.

Liability - The County of Hertford will not be liable for damages to the employee’s property that results from participation in the telecommuting program.

Reimbursement - The County will not be responsible for any operating costs, home maintenance, or any other incidental cost (e.g., utilities) whatsoever, associated with the use of the employee's residence. The employee will be reimbursed for authorized business expenses incurred while conducting business for the County in the same manner as if working at a County facility.

Workers' Compensation - The employee is covered under the Workers' Compensation Law if injured in the course of performing official duties at the telecommuting location.

Work assignments - The employee will meet with his/her immediate supervisor to receive assignments and to review completed work as necessary or appropriate. The employee will complete all assigned work according to work procedures mutually agreed upon by the employee and the immediate supervisor according to guidelines and standards stated in the employee's performance plan.

Employee evaluation - The employee's performance evaluation will be conducted according to the Personnel Policy regarding Performance Planning and Appraisal Program.

Records - The employee will apply approved safeguards, including a locked file cabinet or box, to protect the County's records from unauthorized disclosure or damage. Work done at the telecommuting location is considered County business. All records, papers, computer files, and correspondence must be safeguarded for their return to the primary County work location. No records may be duplicated or saved on non-county equipment unless authorized in writing by the Department Director.

Performance location - The employee agrees to limit performance of assigned duties to the primary County work location or to the approved alternate work location. Failure to comply with this provision may result in termination of the telecommuting agreement and/or other appropriate disciplinary action. Meetings required by the County or the Department must be attended.

Statement of Understanding

The following hours and locations are agreed to in support of the Temporary Telecommuting Agreement.

Work Location:	

General Work Hours

Day of Week	Hours From	Hours To	Location (home, office, other)
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			
Sunday			

Additional Conditions or Specifics

(Schedule flexibility, who will supply equipment, method/time of communication, meetings, etc.):

Signatures:

County Manager Approval		Date	
Human Resources Approval		Date	
Department Head Approval		Date	
Manager/Supervisor		Date	
Employee		Date	

Employee Information:

Name	
Address	
City, State and Zip	

On a motion by Com. Lassiter and a second by Com. Douglas, the Board unanimously approved Families First Coronavirus Response Act (FFCRA) Option D as the amendment to the Hertford County Personnel Ordinance.

HERTFORD COUNTY PERSONNEL ORDINANCE AMENDMENT
IN ACCORDANCE WITH THE FAMILIES FIRST CORONAVIRUS RESPONSE ACT (FFCRA)

In accordance with the Families First Coronavirus Response Act (FFCRA), Hertford County will provide leave for all employees, with the exception of contracted employees, to address employee sick leave due to COVID-19 related reasons. Leave under this policy consists of the following:

A. COVID-19 Sick Leave

1. Eighty (80) hours of paid sick leave for a full-time employee who is "Sick", related to COVID-19, as defined below:

"Sick" for purposes of this Section A, means the employee is unable to work (or telework) due to one or more of the following reasons:

- (a) being subject to a federal, state, or local quarantine order related to COVID-19;
- (b) having been advised by a health care provider to self-quarantine;
- (c) experiencing symptoms of COVID-19 and is seeking a diagnosis;
- (d) caring for an individual that is subject to an order for quarantine; or,
- (e) caring for the employee's son or daughter because the child's school is closed and/or their regular caregiver is unavailable, for a COVID-19 related reason.

- (1) This leave will replace all of the employee's wages up to a maximum of \$511 per day, not to exceed \$5,110 per employee, for their own use (subsections a, b, and c above)
- (2) If the employees' absence is necessitated by caring for others (subsections d and e above) the cap is two thirds of the employees' wages up to a maximum of \$200 per day, not to exceed \$2,000 per employee.

2. Part-time employees are entitled to be paid COVID-19 Sick leave on a pro rata basis calculated based upon the number of hours that such part-time employee works on average every two weeks.

B. COVID-19 Family Leave

1. Twelve (12) weeks of paid family leave for employees, who have been employed for at least 30 days, to care for a minor child, in the event of the closure of the child's school or if the child's regular childcare provider is unavailable due to the COVID-19 public health emergency.

- a) The first ten (10) days are unpaid; however, an employee can utilize paid sick leave under this policy, or any other accrued but unused sick or other paid time off, to offset the first 10 unpaid days.
- b) This leave will replace at least two-thirds of the employee's wages up to a maximum of \$200 per day, not to exceed \$10,000 per employee.
- c) Part-time employees are eligible on a pro rata basis, calculated based on the average number of hours worked during the previous six months before taking leave.

2. Pursuant to Section 3105 of the FFCRA, COVID-19 Family Leave is excluded and not available to Hertford County EMS personnel or law enforcement officers.

Employees shall request leave under this policy in accordance with current leave request policies/procedures.

Employees will have to notate time used under this policy on a revised timesheet.

This FFCRA Policy is effective as of April 2, 2020, and expires on December 31, 2020, unless extended.

Adopted: April 6, 2020

The Honorable Ronald J. Gatling, Chairman
Hertford County Board of Commissioners

On a motion by Com. Lassiter and a second by Com. Douglas, the Board unanimously approved the Terms of Extension of employment of David B. Cotton as Hertford County Interim County Manager.



HERTFORD
North Carolina

**TERMS OF EXTENSION OF EMPLOYMENT OF
DAVID B. COTTON AS HERTFORD COUNTY INTERIM COUNTY MANAGER**

- (1) Cotton will be hired as an employee (not a 1099 self-employed contractor) of Hertford County, who is eligible to participate in the NC Local Government Retirement System.
- (2) Cotton will serve as Interim County Manager from April 1, 2020 – June 30, 2020.
- (3) Cotton will attend all meetings of the Board of Commissioners, whether regular or special, as well as any necessary work sessions, committee meetings, or other County agency board meetings, if required.
- (4) Cotton will generally work during normal business hours of Hertford County (8:30 AM – 5:00 PM), Monday through Thursday each week; Cotton will generally not work on Fridays.
- (5) This term of employment will begin as of April 1, 2020, and end on June 30, 2020, unless a full-time County Manager is hired, whichever occurs first; Cotton and the County may extend the term beyond June 30, 2020, upon mutual agreement.
- (6) It is understood that Cotton will continue to evaluate other potential offers of employment, but that Cotton will give Hertford County a minimum of a thirty (30) day notice should Cotton decide to leave for other employment, or for any other reason, prior to June 30, 2020; should Hertford County decide to terminate Cotton's services prior to June 30, 2020 in order to hire a full-time County Manager, Cotton will be given a minimum of two (2) weeks' notice; should Hertford County decide to terminate Cotton's services prior to June 30, 2020, for any other reason, Cotton will be given a minimum of thirty (30) days' notice.
- (7) Hertford County will reimburse Cotton the prevailing IRS rate for travel to and from Cotton's residence to Winton, as well as mileage for any other duties and responsibilities required for the position; Hertford County will reimburse Cotton for lodging expenses in Hertford County up to a maximum of three hundred dollars (\$300.00) per week, as such travel and lodging is for the convenience of the employer; travel and lodging expenses will be reimbursed monthly following submission of claim paperwork.
- (8) Cotton will not receive annual leave, personal leave, sick leave, holiday pay, or other leave benefits given to other employees, as Cotton will be paid on an hourly basis for hours actually worked; it is understood that, from time to time, Cotton's services may be performed at a location other than Winton, N.C., such as at or from his residence, provided such arrangement is approved by the Board Chair.
- (9) Cotton is declining health insurance coverage as an employee for the period April 1-April 30, 2020, but Hertford County shall provide employee health insurance group coverage beginning May 1, 2020.
- (10) Cotton's only compensation shall be an hourly rate of sixty dollars (\$60.00) per hour, to be disbursed according to the County payroll cycle, and any required retirement system contributions.

David Cotton

Date

Ronald G. Gatling, Chairman
Hertford County Board of Commissioners

Date

On a motion by Com. Douglas and a second by Com. Lassiter, the Board unanimously approved to return to Closed Session.

Minutes of Closed Session are on file in the Office of the Clerk to the Board.

On a motion by Com. Mitchell and a second by Com. Lassiter, the Board unanimously approved to return to Regular Session.

On a motion by Com. Douglas and a second by Com. Mitchell, the Board unanimously approved to adjourn the meeting.

Approved April 20, 2020

Com. Ronald J. Gatling
Chairman

Dr. Renee Fleetwood
Clerk to the Board