

The Northampton County Board of Commissioners will meet in Regular Session on Monday, April 18, 2016 at 6:00 p.m. in the Commissioners' Meeting Room located at 100 West Jefferson Street, Jackson, North Carolina. The purpose of the meeting is to conduct public business as indicated on the following agenda.

<u>TAB</u>	<u>TIME</u>	<u>DESCRIPTION</u>
	5:50	Agenda Work Session
1	6:00	Approval of Regular Session Minutes for April 4, 2016 3
2		Approval of Closed Session Minutes for April 4, 2016
3		Approval of Special Called Meeting Minutes for April 5, 2016 .. 38
4		Approval of Agenda for April 18, 2016..... 40
5	6:05	Ms. Pamela Stokes, NC Dept. of Public Safety
		JCPC Proposal 42
6	6:20	Mr. William Flynn, Planning and Zoning Director
		Public Hearing- Rezoning 102
7	6:35	Mrs. Robin Williams, Register of Deeds
		Graphtec Brand Scanner/Printer for Mylars 107
8	6:50	Mrs. Cathy Allen, Tax Administrator
		1) Ad Valorem Tax Appeals 124
		2) Motor Vehicle Refunds 126
		3) Present Use Application 128
9	7:05	Ms. Kimberly Turner, County Manager
		Management Matters 131
10	7:20	Citizens/Board Comments
	7:50	Adjourn

NORTHAMPTON COUNTY
BOARD OF COMMISSIONERS

Meeting Date: 04-18-16

Agenda Tab Number: 1

Agenda Time: 6:00

Presenter and/or Subject Matter:

Approval of Regular Session Minutes for April 4, 2016

Michelle Nelson
Clerk to the Board

1- Approval of Regular Session Minutes for April 4, 2016

**NORTHAMPTON COUNTY
REGULAR SESSION
April 4, 2016**

Be It Remembered that the Board of Commissioners of Northampton County met on April 4, 2016 with the following present: Fannie Greene, Joseph Barrett, Chester Deloatch, Virginia Spruill, and Robert Carter

Others Present: Kimberly Turner, Scott McKellar, and Michelle Nelson

Agenda Work Session:

A 10-minute work session was held to discuss today's agenda items. Chairwoman Greene called upon County Manager Kimberly Turner for input. Ms. Turner noted that under Tab 4, she will present the Budget Amendments. The Finance Officer is out for training this week. Under Tab 6, Cheryl Warren will present on behalf of John White, and Under Tab 8, Item 1- remove the Public Hearing request, and add the approval of a Resolution for the Deletion of the State Maintained Secondary Road.

Regular Session:

Chairwoman Greene called the meeting to order, welcomed everyone, and announced when citizens could make comments. She also gave the Invocation, and the Pledge of Allegiance was recited.

Approval of Special Meeting Minutes for March 2, 2016:

A motion was made by Chester Deloatch and seconded by Virginia Spruill to approve the Special Meeting Minutes for March 2, 2016. **Question Called: All present voting yes. Motion carried.**

Approval of Regular Session Minutes for March 21, 2016:

A motion was made by Robert Carter and seconded by Joseph Barrett that the Regular Minutes be adopted. **Question Called: All present voting yes. Motion carried.**

Approval of Agenda for April 4, 2016:

A motion was made by Virginia Spruill and seconded by Chester Deloatch to approve the amended agenda for April 4, 2016. **Question Called: All present voting yes. Motion carried.**

Budget Amendments:

Ms. Kimberly Turner, County Manager, appeared before the Board to present Budget Amendments number 32 and 33.

A motion was made by Virginia Spruill and seconded by Chester Deloatch to approve Amendments 32 and 33. **Question Called: All present voting yes. Motion carried.**

Introduction of New Employees, Albemarle Regional Health Services, and Proclamation for Public Health Month 2016:

Ms. Cheryl Warren, of the Health Department appeared before the Board on behalf of John White. She introduced two new employees: Ms. Zianqua Hilliard, a registered nurse with NFP who started in December and Danielle Boerner, who is also a registered nurse with CCP who started in February.

Ms. Warren also requested the Board's approval of the agreement between Albemarle Regional Health Services through the Partnership to improve Community Health Initiative and Northampton County Health Department to receive grant funds to educate the community on Health Foods and Tobacco Free Living.

A motion was made by Joseph Barrett and seconded by Virginia Spruill to approve. **Question Called: All present voting yes. Motion carried.**

Finally, Ms. Warren requested approval of the observance and proclamation of Public Health Month 2016.

A motion was made by Robert Carter and seconded by Joseph Barrett that the Northampton County Board of Commissioners adopt Public Health Month for April 2016 for Northampton County. **Question Called: All present voting yes. Motion carried.**

**PLEASE SEE SCANNED DOCUMENTS WHICH ARE
HEREBY MADE A PART OF THESE MINUTES:**



NORTHAMPTON COUNTY HEALTH DEPARTMENT

9495 NC 305 HIGHWAY
POST OFFICE BOX 635
JACKSON, NORTH CAROLINA 27845



DECISION PAPER

TO: Northampton County Board of County Commissioners
FROM: Northampton County Health Department
MEETING DATE: April 4, 2016
RE: Albemarle Regional Health Services (PICH) Agreement

PURPOSE:

The purpose of this decision paper is to request the Board of Commissioners' approval of the agreement between Albemarle Regional Health Services through the Partnership to Improve Community Health Initiative and Northampton County Health Department to receive grant funds to educate the community on Health Foods and Tobacco Free Living.

FACTS:

1. Albemarle Regional Health Services received grant funding through the CDC for the Partnership to Improve Community Health (PICH) initiative.
2. The purpose of this initiative is to address the risk factors for the major causes of death in Northeastern North Carolina.
3. The funding covers 15 counties with focus areas in tobacco free living and access to healthy foods.
4. Northampton County Health Department will receive \$2,500.00 to educate the community in these focus areas.
5. This contract was sent to Scott McKellar on January 29, 2016 to go through the contract process.
6. The agreement was presented to and adopted by the Board of Health at their March 17, 2016 meeting.
7. Effective date of the contract will be September 30, 2015, upon approval.

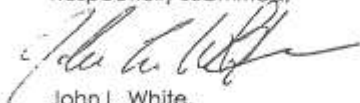
DISCUSSION:

Albemarle Regional Health Services received a grant from the CDC for the Partnerships to Improve Community Health initiative. The funding covers 15 counties in Northeastern North Carolina and focuses on tobacco free living and access to healthy foods. Northampton County Health Department will receive \$2,500.00 from this grant funding to provide education in the focus areas to Northampton County citizens. The contract was sent to the county attorney, Scott McKellar, on January 29, 2016 to go through the contract process. The contract was adopted by the Board of Health at their March 17, 2016 meeting.

RECOMMENDATIONS:

The Northampton County Health Department recommends that the Commissioners approve the proposed agreement between Northampton County Health Department and Albemarle Regional Health Services through the Partnership to Improve Community Health Initiative to provide education on tobacco free living and access to healthy foods with an effective date of September 30, 2015.

Respectfully submitted,



John L. White,
Acting Health Director

COORDINATION:

County Manager:

Concur Kimberly L. Turner
Concur with Comment _____
Non-concur _____

Finance Director:

Concur Debbie A. Edwards
Concur with Comment _____
Non-concur _____

NORTHAMPTON COUNTY CONTRACT CONTROL SHEET		CONTRACT/VENDOR Albemarle Regional Health Services	
VENDOR # 8107		Address	711 Roanoke Ave/PO Box 189 Elizabeth City, NC 27909
		Contact	Jerry Parks, Health Director/Project Director
		2 Originals	0 Copies
CONTRACT #		Amount \$	2,500.00
New Contract	No		
Renewal	Yes	Date originally approved by the Board of Commissioners 7/20/2015	
Cost or Material Changes	\$250.00 increase		
Original Contract sent to Contract Administrator	Date: 1/29/2016		
Originating Department/Individual:	John L. White, Acting H.D.	Item or Service:	Health Education
Department Involved:	Health Department	Type of Contract:	Contract
Line Item Budgeted:	113450-451801	Period of Coverage:	9/30/2015 - 9/29/2016
GRANTS			
Board approval for Application	Approved	Set	Verified
Board approval for Acceptance	Approved	Set	Verified
COUNTY ATTORNEY	Date Received: 1/29/2016	Date Approved: 2/22/2016	
Approved as to Form: YES		Approved as to Legal Sufficiency: YES	
Revisions Necessary? No		Board Action Necessary? YES	
Date Revisions were made? N/A			
FINANCE SHE	Date Received: 3/22/16	Date Audited: 3/23/16	
Non encumbered contract	Yes	No	
ASSISTANT COUNTY MANAGER	Date Received	Date Approved:	
COUNTY MANAGER	Date Received 03/29/16	Date Approved: 03/29/16	
BOARD OF COMMISSIONERS	CLERK TO THE BOARD 3/4/16		
Date approved by Board	Date Received	Date Attested:	
CONTRACT ADMINISTRATOR			
Attorney	Finance	Asst Cty Mgr	Cty Mgr
Outside Agency Signatures:	Date Sent :	Date received:	
Copies Delivered to Appropriate Departments:	ORIGINATING	FINANCE	
Original to Outside Agency:	(Departments to deliver)	Date:	
File County Original / Add to Database:		Date:	
NOTES:			
_____ copies sent to originating department with instruction to obtain signatures and return 1 executed original to Legal _____ copies sent to originating departments with note to forward to vendor PROBLEMS: Corrective Action: _____ Date: _____ Initial: _____			

PROFESSIONAL AGREEMENT

THIS CONTRACT AGREEMENT (herein "Agreement"), is made and entered into this 1st day of February, 2016, by and between Albemarle Regional Health Services, an awardee of the Partnership to Improve Community Health grant, (herein "ARHS") and Northampton County Health Department (herein "Agency"). The parties hereto agree as follows:

1.0 SERVICES OF AGENCY

1.1 Scope of Work.

In compliance with all terms and conditions of this Agreement, the Agency shall provide those services specified in the "Scope of Work" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to ARHS entering into this Agreement, Agency represents and warrants that Agency is a provider of first class work and services and Agency is experienced in performing the work and services contemplated herein and, in light of such status and experience, Agency covenants that it shall follow the highest professional standards in performing the work and services required hereunder.

1.2 Agency's Proposal.

The Scope of Work shall include the Agency's objective-activity plan which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such plan and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law and Service of Process.

All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. This Agreement has been entered into in the State of North Carolina, ARHS-PICH-Region 9, and all questions with respect to the construction of this Agreement and the rights and liabilities of the parties shall be governed by the laws of the State of North Carolina. The parties agree that exclusive venue for the bringing of any action concerning this Agreement shall be in the state or federal courts having jurisdiction in Pasquotank County, North Carolina and that service of process may be made upon either party by certified mail, return receipt requested, postage prepaid to the party's address as set forth herein or such other address as the party may designate in writing received by the other party.

1.4 Familiarity with Work.

By executing this Contract, Agency warrants that Agency (a) has thoroughly investigated and considered the scope of work to be performed, and (b) has carefully considered how the work should be performed under this Agreement.

1.5 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purpose of this Agreement.

2.0 **COMPENSATION**

2.1 Contract Sum.

For the services rendered pursuant to this Agreement, the Agency shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "A" and incorporated herein by this reference. Compensation is subject to availability of funds from the funding source for this scope of work.

2.2 Method of Payments.

Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Agency wishes to receive payment, no later than the tenth (10th) working day of such month, Agency shall submit to ARHS in the form approved by ARHS's Health Director, an invoice for services rendered prior to the date of the invoice, with supporting documentation. ARHS shall pay Agency for all expenses stated thereon which are approved by ARHS pursuant to this Agreement no later than the last working day of the month.

3.0 **PERFORMANCE SCHEDULE**

3.1 Schedule of Performance.

Agency shall commence the services pursuant to this Agreement upon receipt of an executed copy of this Agreement and shall perform all services prior to September 10, 2016.

3.2 Force Majeure.

The parties understand and acknowledge that neither shall be liable for any loss, damage, detention, delay or failure to perform in whole or part resulting in causes beyond their control including, but not limited to fire, strikes, insurrections, riots, embargoes, shortages of motor vehicles, delays in transportation, and inability to obtain supplies of raw materials or requirements or regulations of the United States government or any other civil or military authority.

3.3 Term.

This Agreement shall commence on the date written above and shall continue in full force and effect until September 29, 2016.

4.0 COORDINATION OF WORK

4.1 Representative of Agency.

The following principals of Agency are hereby designated as being the principals and representatives of Agency authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

John White

Virginia McClary

Sheila Person

4.2 Contract Officer.

The Contract Officer shall be such person as may be designated by the Health Director of ARHS, and at the initiation of this Agreement, the Health Director shall be Contract Officer. It shall be the Agency's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Agency shall refer any decisions which must be made by ARHS to the Contract Officer. Unless otherwise specified herein, any approval of ARHS required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of ARHS required hereunder to carry out the terms of this Agreement.

5.0 RECORDS AND REPORTS

5.1 Ownership of Documents.

All reports, records, documents and other materials prepared by Agency in the performance of this Agreement shall be the property of ARHS and shall be delivered to ARHS upon request of the Contract Officer or upon the termination of this Agreement, and Agency shall have no claim for further compensation as a result of the exercise by ARHS of its full rights of ownership of the documents and materials hereunder. Agency may retain copies of such documents for its own use.

5.2 Release of Documents.

The reports, records, documents and other materials prepared by Agency in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer.

6.0 ENFORCEMENT OF AGREEMENT

6.1 North Carolina Law.

This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of North Carolina. Legal actions concerning any dispute claim or matter arising out of or in relation to this Agreement shall be instituted in the state or federal courts having jurisdiction in Pasquotank County, North Carolina, and Agency agrees to submit to the personal jurisdiction of such court in the event of such action.

6.2 Waiver.

No delay or omission in the exercise of any right or remedy by a non defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

6.3 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. ARHS reserves the right to terminate this Agreement at any time, with or without cause, upon seventy-two (72) hours' written notice to Agency. In addition, the Agency reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to ARHS. Upon receipt of any notice of termination, Agency shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Agency has initiated termination, the Agency shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Office. In the event the Agency has initiated termination, the Agency shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.0 NON-DISCRIMINATION

7.1 Conflict of Interest.

No officer or employee of ARHS shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his/her financial interest or the financial interest of any corporation, partnership or association in which he/she is, directly or indirectly, interested, in violation of any State statute or regulation. The Agency warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

7.2 Covenant Against Discrimination.

Agency covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under and through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Agency shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

8.0 MISCELLANEOUS PROVISIONS

8.1 Notice.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, or via email, and in the case of the Agency, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

8.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.3 Integration; Amendment.

It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.4 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.5 Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

ARHS:

Albemarle Regional Health Services
Partnership to Improve Community Health



Jerry L. Parks, MPH
Project Director



R. Battle Betts
Authorized Business Official

AGENCY:

Northampton County Health Department


John White
Interim Health Director

Grant Number: 1U58DP005711-01

Document Date: 10/2/15

Approved 10/21/15

I. Name of Contractor: Institution

Northampton County Health Department

II. Method of Selection: Sole Source

Local health departments embody the public's needs and promote and protect the health of people and the communities where they live, learn, work, and play. Public Health staff, and the programs and services provided, encourage healthy behaviors. Based on the comprehensive Community Health Assessments led by the northeastern North Carolina local health departments, community health partners including hospitals, prioritize health issues with the community. The local health departments, through the Northeastern NC Partnership for Public Health, continue to partner to educate people about their individual health as well as population health and assure the conditions in which people can be healthy.

The local health departments serving the seventeen northeastern counties possess the expertise, leadership, and experience to assist with interventions in the areas of tobacco-free living, healthy foods, and communication through the PICH project objectives.

III. Period of Performance:

September 30, 2015 – September 29, 2016

IV. Scope of Work:

- ❖ Identify staff member(s) within the local health department to be engaged members of the Healthy Foods and/or Tobacco-Free Living Coalition and participate in meetings conducted and work between meetings (if applicable) to implement the PICH project Community Action Plan (CAP).
- ❖ Identify and involve other key stakeholders, within Northampton County in the recruitment of coalition members to support the implementation of goals and objectives for regional activity.
- ❖ Identify opportunities for early success related to healthy foods, tobacco-free living and/or communication that supports the implementation of population-based strategies that expand the reach and health impact of the policy, systems, and environmental (PSE) improvements as defined in the objectives below for the PICH award.
- ❖ This includes, but not limited to, contracting with Healthy Carolinians, Cooperative Extension, or other organizations dedicated to achieving Healthy Food and/or Tobacco-Free Living strategies as defined in the objectives below in the PICH award.
- ❖ For the purchase of Tobacco-Free Living or Healthy Foods (farmers markets) signage, QuitlineNC materials, WIC materials, media, training, expert speaker as defined in the objectives below.
- ❖ Staff time for educating others and serving as an intervention lead for Tobacco-Free Living or Healthy Foods activities as defined in the objectives below.
- ❖ Communicate on a regular basis with local government officials including county/town managers, as well as county commissioners related to PICH project messaging and updates for county and municipalities regarding Tobacco-Free Living and Healthy Foods.
- ❖ Provide a report on local progress toward meeting regional objectives.
- ❖ Objectives – to increase the number of people with improved access to smoke-free and tobacco-free environments in Northampton County. Increase the number of people who are provided with a safe and healthy smoke-free or tobacco-free environment in all county government buildings, by decreasing

Grant Number: 1U58DP005711-01

Document Date: 10/2/15

Approved 10/21/15

exposure to secondhand smoke and by decreasing tobacco use in Northampton County as health outcomes related to heart disease, stroke, and diabetes are improved.

- ❖ Objectives – to increase the number of people with improved access to environments with healthy food and beverage options in Northampton County. Improve access to fresh fruits and vegetables in food desert areas by increasing the number of Farmers Markets and Mobile Markets and expand access and provision of SNAP/EBT for healthy foods purchases at Farmers Markets and Mobile Markets.

V. Method of Accountability:

The progress and performance of the Health Department will be monitored via participation of a selected Health Department representative at monthly coalition meetings as well as through a final written report denoting progress to date related to the strategies and review of the PICH Community Action Plan. Jill C. Jordan, ARHS PICH Principal Investigator, and Jerry L. Parks, ARHS Health Director and PICH Project Director, will be responsible for oversight of this contract.

VI. Itemized Budget and Justification:

Approved budget items include: signage, media/advertising (prior to 9/29/16), educational supplies, printed materials, twenty-five percent (25%) or less of salaries can be used to implement PICH strategies, SNAP/EBT, WIC and Senior Vouchers materials or training, and QuitlineNC materials or training.

Please submit invoices to Robin Sass at robin.sass@arhs-nc.org or mail them to: Post Office Box 189 Elizabeth City, North Carolina 27909

Description	Fee	Total
Approved Healthy Foods & Tobacco-Free Living Project Objectives as stated in the PICH – Community Action Plan for ARHS Year 2	\$2,500.00/per county	\$2,500.00
TOTAL		\$2,500.00

Total Local Public Health Departments \$42,500.00

This Instrument has been pre-audited in the manner as

Per NC.G.S. 159-28 (a) Reslie A. Edwards
Finance Officer



NORTHAMPTON COUNTY HEALTH DEPARTMENT

9495 NC 305 HIGHWAY
POST OFFICE BOX 635
JACKSON, NORTH CAROLINA 27845



DECISION PAPER

TO: Northampton County Board of County Commissioners
FROM: Northampton County Health Department
MEETING DATE: April 4, 2016
RE: Public Health Month 2016

PURPOSE:

The purpose of this decision paper is to request the Board or Commissioners' approval of the observance and proclamation of Public Health Month 2016.

FACTS:

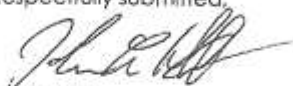
1. On an annual basis, the Northampton County Health Department designates April as Public Health Month.
2. Since 1995, the American Public Health Association has educated the public, policy-makers, and public health professionals regarding important issues that need to be addressed in order to improve the public's health.
3. The American Public Health Association also brings together communities across the U.S. to observe National Public Health Week which is celebrated the first full week of April every year.
4. Local Health Departments provide care to the citizens that will help them to avoid chronic disease and help maintain their health.
5. Local Health Departments make sure the tap water you drink, the air you breathe and the restaurant food you consume are safe.
6. According to the National Association of County & City Health Officials, Local Health Departments are as necessary as police, firefighters, and medical personnel to respond to emergencies and protect community health and safety.
7. Citizens are urged to observe April as Public Health Month by helping families, friends, neighbors, co-workers and leaders better understand the importance of public health.
8. The Board of Health adopted the Public Health Month 2016 Proclamation at their March 17, 2016 meeting.

DISCUSSION:

Northampton County Health Department observes April as Public Health Month every year. Many counties across the state have extended National Public

Health Week, which is observed the first week of April, to include the entire month of April. Since 1995, the American Public Health Association has educated the public, policy-makers, and public health professionals regarding important issues that need to be addressed in order to improve the public's health. Local health departments provide preventive care and education to members of the community and connect people with personal health services outside the agency. Water testing and restaurant inspection are also services provided by local health departments. Public health is proclaimed as a critical component of the state's emergency response to natural and man-made disasters and widespread disease outbreaks in North Carolina. Citizens are urged to observe April as Public Health Month by helping families, friends, neighbors, co-workers and leaders better understand the importance of public health.

Respectfully submitted,



John White
Acting Health Director

COORDINATION:

County Manager:

Concur *Kimberly L. Turner*
Concur with Comment _____
Non-concur _____

Finance Director:

Concur *Rebecca H. Edwards*
Concur with Comment _____
Non-concur _____



Public Health Month

2016

By the Northampton County Board of Health and County Commissioners of Northampton County

A Proclamation

WHEREAS, we hereby recognize and acknowledge public health's 136 years of service to the residents of North Carolina and the immeasurable contribution of these services to the quality of life in our State; and

WHEREAS, North Carolina's public health system is a critical component of the state's emergency response to natural and man-made disasters and widespread disease outbreaks in North Carolina; and

WHEREAS, public health measures to control and eliminate infectious diseases, improve environmental sanitation, and promote healthy lifestyle practices have been the greatest cause of improved health status and increased life expectancy for North Carolina's residents, such that North Carolinians now have an average life expectancy at birth of more than 78 years; and

WHEREAS, public health plays a critical role in eliminating health inequities and preventing chronic diseases and injuries, resulting in improved productivity and decreased health care costs for all North Carolinians; and

WHEREAS, a continued focus on promoting public health programs that provide accessible, high quality medical care and that promote healthy lifestyles for women of childbearing age has resulted in a more than 17 percent decline in infant mortality; and

WHEREAS, a continued focus on prevention has resulted in a 40 percent decline in age-adjusted heart disease death rates since 2000, a 45 percent decline in age-adjusted stroke death rates since 2000, and a 56 percent decline in birth rates for teens (ages 15-19) since 2000; and

WHEREAS, the State of North Carolina is committed to a continued emphasis on prevention in public health and on helping North Carolina reach a better state of health through actions outlined in the Healthy North Carolina 2020 Objectives; and

WHEREAS, the Healthy North Carolina 2020 health objectives represent a 10-year plan to improve the health of all North Carolinians by working to promote access to preventive and needed health services; foster positive and supportive living and working conditions in our communities; and support individuals in developing the capacities and skills to achieve healthy living; and

WHEREAS, communities, employers, hospitals and health care providers, individuals and families, insurers, legislators and policy makers, schools and child care facilities must work together to identify and develop innovative solutions to health problems facing the people of North Carolina;

NOW, THEREFORE, I, Fannie Greene, Chair of Northampton County Commissioners, and I, Dr. Thomas W. Vinson, Chair of Northampton County Board of Health, do hereby proclaim April, 2016, as "**PUBLIC HEALTH MONTH**" in Northampton County and urge our citizens to recognize that public health is working to ensure that all people living in Northampton County are protected from threats such as influenza, food borne disease, injury and chronic diseases such as diabetes, heart disease and asthma.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of Northampton County in Jackson, North Carolina this 4th day of April in the year of our Lord two thousand and sixteen, and of the Independence of the United States of America the two hundred and fortieth.

Fannie Greene
Chair, Northampton County Commissioners

Dr. Thomas W. Vinson
Chair, Northampton County Board of Health

Agreement for Professional Consulting Services:

Mrs. Shelia Manley-Evans, DSS Director, appeared before the Board to request the approval of the contract agreement between Northampton County DSS and Johnson PCI.

A motion was made by Robert Carter and seconded by Virginia Spruill to approve the contract through DSS for services of Johnson Personnel Professional Services. **Question Called:** *All present voting yes.* **Motion carried.**

**PLEASE SEE SCANNED DOCUMENTS WHICH ARE
HEREBY MADE A PART OF THESE MINUTES:**



STRIVING TO HELP IMPROVE
THE WELL-BEING OF OUR CITIZENS

NORTHAMPTON COUNTY DEPARTMENT OF SOCIAL SERVICES

P.O. BOX 157
JACKSON, NORTH CAROLINA 27845
(252) 534-5811
(252) 534-0061 Facsimile



SHELIA MANLEY EVANS
DIRECTOR

DECISION PAPER

TO: County Manager
FM: Shelia Manley-Evans
DT: March 1, 2016
RE: Request for Contract with Johnson PCI

PURPOSE: The purpose of this decision paper is to request the approval of the contract agreement between Northampton County DSS and Johnson PCI.

FACTS:

- Johnson PCI has worked with Northampton County since 1974.
- Northampton County DSS is a part of the Office of State Personnel Act.
- Johnson PCI provides a variety of consulting services concerning State Personnel.
- The cost of the services is within DSS budget.

DISCUSSION:

Johnson PCI has provided over 40 years of consulting services for Northampton and has been an asset to DSS.

RECOMMENDATION:

Recommend approval of the contract agreement between Northampton County DSS and Johnson PCI.

COORDINATION:

Finance Officer:

Concur Nellie A. Edwards
3-14-16

Concur with Comment _____

Non-concur _____

County Manager:

Concur Kimberly B. Smith

Concur with Comment _____

Non-concur _____

NORTHAMPTON COUNTY CONTRACT CONTROL SHEET		CONTRACT/VENDOR	
VENDOR #		Johnson PCT	
		Address <u>2307 Patsy McLanahan Rd</u>	
CONTRACT # <u>N46220</u>		Contact <u>Greenville NC 27834</u>	
		Amount \$ <u>3,000 (4 hrs/mtg) + 60/hr for additional services</u>	
New Contract <input checked="" type="checkbox"/>		Date originally approved by the Board of Commissioners <u>New</u>	
Renewal <input type="checkbox"/>			
Cost or Material Changes <input type="checkbox"/>			
Original Contract sent to Contract Administrator <input type="checkbox"/> Date: <input type="text"/>			
Originating Department/Individual: <u>Shelia Evans</u>		Item or Service: <u>Consulting Services</u>	
Department Involved: <u>DSS</u>		Type of Contract: <u>Professional Services</u>	
Line Item Budgeted: <u>Professional Services</u>		Period of Coverage: <u>3-1-16 through 6-30-16</u>	
GRANTS			
Board approval for Application		Approved <input type="checkbox"/>	Set <input type="checkbox"/> Verified <input type="checkbox"/>
Board approval for Acceptance		Approved <input type="checkbox"/>	Set <input type="checkbox"/> Verified <input type="checkbox"/>
COUNTY ATTORNEY		Date Received: <u>3/2/2016</u>	Date Approved: <u>3/2/2016</u>
Approved as to Form: <u>YES</u>		Approved as to Legal Sufficiency: <u>YES, IF REVISIONS MADE.</u>	
Revisions Necessary? <u>YES</u>		Board Action Necessary? <u>YES</u>	
Date Revisions were made? <u>3/2, by Atty.</u>		<u>SECURITY 1-10-16</u>	
FINANCE <u>Atty</u>		Date Received: <u>03-10-16</u>	Date Audited: <u>03-14-16</u>
Non encumbered contract Yes <input type="checkbox"/> No <input type="checkbox"/>			
ASSISTANT COUNTY MANAGER		Date Received: <u>3/15/16</u>	Date Approved: <u>3/15/16</u>
COUNTY MANAGER		Date Received: <u>3/15/16</u>	Date Approved: <u>3/15/16</u>
BOARD OF COMMISSIONERS		CLERK TO THE BOARD	<u>3/15/16</u>
Date approved by Board		Date Received: <u>3/15/16</u>	Date Attested: <u>3/15/16</u>
CONTRACT ADMINISTRATOR			
Attorney	Finance	Asst Cty Mgr	Cty Mgr
Outside Agency Signatures:	Date Sent: <u>3/2/16</u>	Date received: <u>3/15/16</u>	
Copies Delivered to Appropriate Departments:		ORIGINATING <u>3/15/16</u>	FINANCE <u>3/15/16</u>
Original to Outside Agency: (Departments to deliver)		Date: <u>3/15/16</u>	
File County Original / Add to Database:		Date: <u>3/15/16</u>	
NOTES:			
<p>____ copies sent to originating department with instruction to obtain signatures and return 1 executed original to Legal</p> <p>____ copies sent to originating departments with note to forward to vendor</p> <p>PROBLEMS:</p> <p>Corrective Action: _____ Date: _____ Initial: _____</p>			

AGREEMENT FOR THE PROVISION OF PROFESSIONAL CONSULTING SERVICES

This agreement and duplicate copies are made and entered into by and between Johnson Personnel Consulting, Inc. (hereinafter referred to as Johnson PCI) and the Northampton County Department of Social Services (hereinafter referred to as the Department).

PROVISIONS:

1. The purpose of this agreement is to state the terms and conditions under which Johnson PCI will provide personnel consulting services to the Department.
2. Either party may terminate this agreement, for any reason, by giving 30 days' notice, or by mutual consent at any time.
3. Johnson PCI agrees to comply with all federal, state and local laws in connection with its services rendered under this agreement.
4. Johnson PCI, as a professional organization offering its services to the public, will provide a variety of consulting services to the Department concerning matters including but not limited to: Recruitment and Selection Issues, Applicant and Employee Qualification Recommendations, Position Classification Recommendations, Organizational Structures and Position Design, Policy Development and Interpretation, Employee/Employer Relation Issues, Disciplinary Action, EEOC Responses, Salary Administration Issues, Regulation Compliance to include American Disabilities Act, Unlawful Workplace Harassment, Family Medical Leave Act, etc. and training in specific areas.
5. Johnson PCI will be mindful of and recognize that the final authority and responsibility for decision making in personnel matters rest, by North Carolina General Statutes and the Rules of the State Human Resources Commission, with the Department.
6. Johnson PCI's address is 2307 Patsy McLawhorn Road, Greenville, North Carolina 27834
7. Johnson PCI's employer identification number is 01-0690108.
8. This agreement shall be interpreted and governed under the laws of the State of North Carolina, with the sole and exclusive venue being the General Courts of Justice in Northampton County, North Carolina.
9. Johnson PCI, on request, shall make available to the Department any accounting records including time records and records of services performed.
10. Method of payment: Johnson PCI shall provide a statement at the beginning of each month which will include a monthly retainer fee of \$250.00 for that month plus fees for any services provided during the previous month which were in excess of the monthly retainer fee for that month. For this monthly retainer fee, Johnson PCI shall make available up to four hours monthly of consultative services which may include document review by facsimile machine or electronic mail, telephone consulting, visitation by a member of the Department to the business address of Johnson PCI, and personal visitation to the Department. While each month stands alone for the purpose of available consulting hours, the Department may elect to submit payment in advance for retainer fees on a quarterly basis or other basis by mutual agreement. A minimum of four hours shall be charged for each personal visitation to the Department. Fees for monthly services in excess of four hours shall be at the rate of \$60.00 per hour, with a four-hour minimum charge for personal visitations. Consulting services provided by Johnson PCI from its office shall be billed, at a minimum, in 15 minute increments with, for example, a 20-minute telephone or document review consultation being considered 30 minutes of billable time.

11. Johnson PCI shall be responsible for all cost associated with the provision of consulting services to include secretarial services, copying services, telephone service it initiates, supplies it uses and cost associated with the operation of any vehicle.
12. Either party may terminate this agreement immediately for cause upon written notice; the cause shall be documented in writing to the party detailing the grounds for termination. Cause shall include but is not limited to any breach of the terms of this agreement.
13. The Department agrees to provide Johnson PCI copies of any changes to internal rules, regulations, policies, or other information the Department receives which may affect or influence the issues about which Johnson PCI provides consulting services.
14. This agreement is for the period from March 1, 2016 through June 30, 2016.

NORTHAMPTON COUNTY DEPARTMENT
OF SOCIAL SERVICES

BY _____
DATE _____

JOHNSON PERSONNEL CONSULTING, INC.

BY _____
DATE _____

Fannie P. Greene, Chair
Northampton County Board of Commissioners
Date: _____

THIS INSTRUMENT HAS BEEN
PREAUDITED IN THE MANNER
REQUIRED BY THE LOCAL
GOVERNMENT BUDGET AND
FISCAL CONTROL ACT.

BY Audie Edwards

Ad Valorem Tax Appeals and Motor Vehicle Refunds:

Mrs. Cathy Allen, Tax Administrator, appeared before the Board to obtain approval to release or refund Ad Valorem taxes assessed in the amount of \$2,477.82 on ten appeals.

Vice-Chairman Barrett had a question about a couple of the items which are bankruptcy listings. Attorney McKellar said if the discharge hadn't gone through, we don't have to release them, we just can't collect for them. Mrs. Allen stated that they are post discharged. Attorney McKellar asked if the taxes were levied and assessed before the bankruptcy filings or after. Mrs. Allen said before, and the discharges have gone through. Attorney McKellar stated that in this case, it was properly done.

A motion was made by Virginia Spruill and seconded by Robert Carter to approve the request for release or refund of the Ad Valorem Tax appeals submitted herewith in the amounts shown on the listing. **Question Called: All present voting yes. Motion carried.**

Mrs. Allen also appeared before the Board to obtain approval to release or refund Ad Valorem Tax Appeals for Motor Vehicle refunds assessed in the amount of \$613.04 on 14 appeals.

A motion was made by Robert Carter and seconded by Virginia Spruill to approve the Motor Vehicle refund request as listed. **Question Called: All present voting yes. Motion carried.**

Resolution for the Deletion of the State Maintained Secondary Road and Management Matters:

Ms. Kimberly Turner, County Manager, appeared before the Board with a petition request for the abandonment of secondary roads 1352/Princeton Farm Rd. and 1353/Will Stephenson Rd. At the request of the property owners, there is a resolution included for the Board's approval to forward to North Carolina Department of Transportation to review the described roads and delete the roads from the system if it meets the established standards and criteria. The property owners have also requested the County to abandon those roads, where they can gate the roads off. However, that is another process. Ms. Turner will be coming back before the Board at a later date to request a Public Hearing on that matter.

A motion was made by Joseph Barrett and seconded by Virginia Spruill to approve the request for the deletion of State maintained secondary road system 1352 and State road 1353. **Question Called: All present voting yes. Motion carried.**

Ms. Turner also presented a letter from the Northampton County Schools Superintendent Dr. Smith-Woofter. The Board of Education is requesting an additional \$800,000 from what the Board of Commissioners have planned to allot them from the upcoming Fiscal Year. The Board expressed that they would like to have a work session to discuss this matter (with the Superintendent present). It was a Board consensus to hold the work session on Monday April 18th at 4:30 pm.

**PLEASE SEE SCANNED DOCUMENTS WHICH ARE
HEREBY MADE A PART OF THESE MINUTES:**

Northampton County

"A GREAT PLACE TO RAISE FAMILIES, PROFITS AND EXPECTATIONS"

BOARD OF COMMISSIONERS

P. O. BOX 808

JACKSON, N. C. 27845

PHONE (252) 534-2501 • FAX (252) 534-1166

NORTH CAROLINA STATE DEPARTMENT OF TRANSPORTATION AND HIGHWAY SAFETY REQUEST FOR DELETION TO STATE MAINTAINED SECONDARY ROAD SYSTEM

North Carolina
County of Northampton

Road description SR 1352/Princeton Farm Road; SR 1353/Will Stephenson Road

WHEREAS, the attached petition has been filed with the Board of Commissioners of the County of Northampton requesting that the above described road, the location of which has been indicated in orange on the attached map, be deleted from the Secondary Road System; and

WHEREAS, the Board of County Commissioners is of the opinion that the above described road should be deleted from the Secondary Road System, if the road meets minimum standards and criteria established by the Division of Highways of the Department of Transportation and Highway Safety for the deletion of roads to the System.

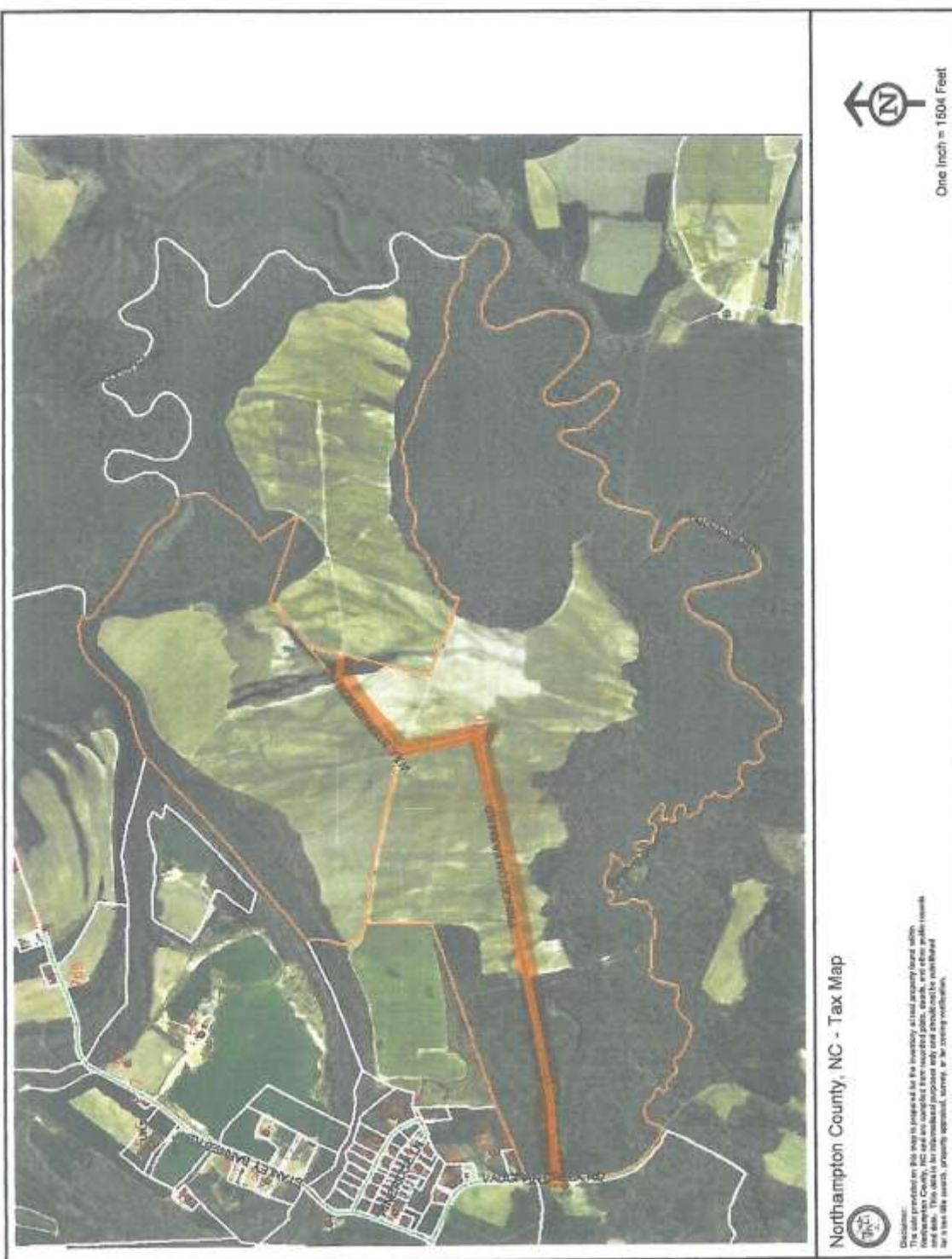
NOW, THEREFORE be it resolved by the Board of Commissioners of the County of Northampton that the Division of Highways is hereby requested to review the above described road, and to delete the road from the System if it meets established standards and criteria.

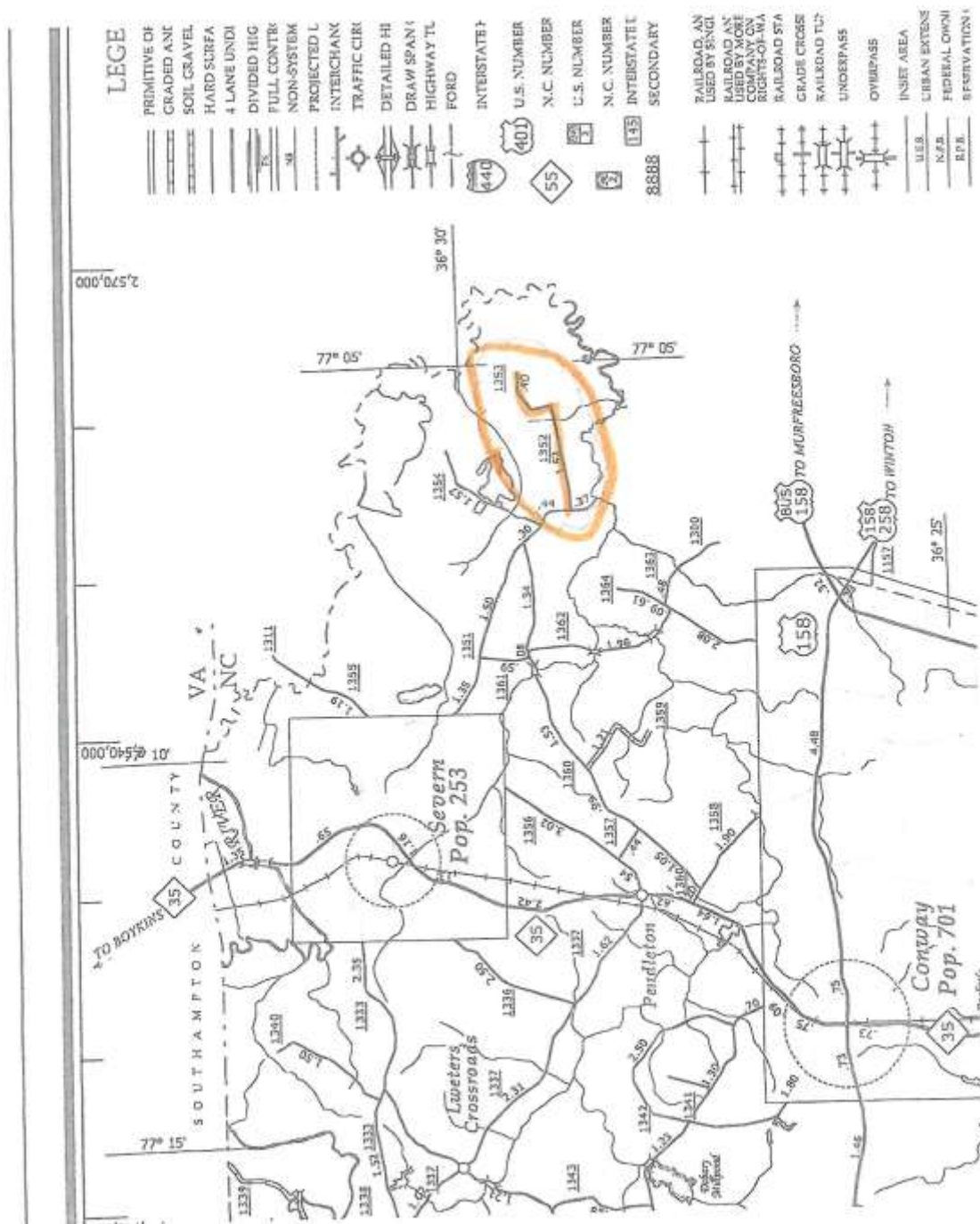
CERTIFICATE

The foregoing resolution was duly adopted by the Board of Commissioners of the County of Northampton at a meeting on the _____ day of _____ 20____ and appears in the minutes of the said Commission.

WITNESS my hand and official seal this the _____ day of _____ 20____.

Michelle Nelson, Clerk to the Board
Northampton County Board Commissioners





North Carolina Department of Transportation
Division of Highways
Abandonment Petition

North Carolina

County of Northampton

Petition request for the abandonment of Secondary Road 1352 from the State.
Maintained System

We the under signed, being all of the property owners on Secondary Road 1352
in Northampton County do hereby request the Division of Highways of the Department of
Transportation to abandon the road from the State Maintained System.

PROPERTY OWNERS

<u>Name</u>	<u>Address</u>
<u>Princeton Farms, LLC</u>	<u>1822 Lasker Rd</u>
	<u>Conway, NC 27820</u>
<u>Richard D. Steiner</u>	<u>1728 Tower Rd</u>
	<u>Margarettsville, NC 27853</u>

**North Carolina Department of Transportation
Division of Highways
Abandonment Petition**

North Carolina

County of Northampton

Petition request for the abandonment of Secondary Road 1353 from the State.

Maintained System

We the under signed, being all of the property owners on Secondary Road 1353
in Northampton County do hereby request the Division of Highways of the Department of
Transportation to abandon the road from the State Maintained System.

PROPERTY OWNERS

<u>Name</u>	<u>Address</u>
<u>Princeton Farms, LLC</u>	<u>1822 Lasker Rd</u>
	<u>Conway, NC 27820</u>
<u>Richard D. Steiner</u>	<u>1728 Tower Rd</u>
	<u>Margarettsville, NC 27853</u>

LASSITER FAMILY FARMS

1822 Lasker Road	Conway, NC 27820	(252) 578-7361	donny_lassiter@hotmail.com
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March 1, 2016

Dear Northampton County Commissioners',

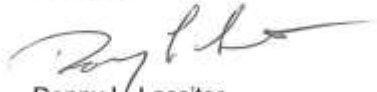
My family is one of two owners, which have had the opportunity to purchase the Princeton Farm, located on the Meherrin River on the eastern border of Northampton County. We would like to respectfully request that the Board of Commissioners at the request of NCDOT consider the abandonment of the state-maintained roads within this farm (SR 1352/Princeton Farm Road, SR1353/Will Stephenson Road).

We believe that this will increase the integrity of the farm by more effectively preventing trespassing, garbage dumping, unauthorized hunting and fishing, and potential damage to farm equipment, including irrigation. We are committed to preserving the natural resources and protecting the crops that are grown on this farm. As land owners, we will agree to maintain the gravel roads, ditch backs, and shoulders as needed.

We feel that if the board will agree to abandon these roads, this will be in the best interest of the citizens of Northampton County, as tax-payer money will be saved and could be allocated for other needed projects.

Thank you for your consideration of our request. Please feel free to contact me if you have any questions or need any additional information.

Sincerely,



Donny L. Lassiter
252-578-7361

March 1, 2016

Dear Northampton County Commissioners',

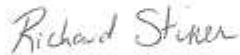
My family is one of two owners, which have had the opportunity to purchase the Princeton Farm, located on the Meherrin River on the eastern border of Northampton County. I would like to concur the request that the Board of Commissioners at the request of NCDOT consider the abandonment of the state-maintained roads within this farm (SR 1352/Princeton Farm Road, SR1353/Will Stephenson Road).

We believe that this will increase the integrity of the farm by more effectively preventing trespassing, garbage dumping, unauthorized hunting and fishing, and potential damage to farm equipment, including irrigation. We are committed to preserving the natural resources and protecting the crops that are grown on this farm. As land owners, we will agree to maintain the gravel roads, ditch backs, and shoulders as needed.

We feel that if the board will agree to abandon these roads, this will be in the best interest of the citizens of Northampton County, as tax-payer money will be saved and could be allocated for other needed projects.

Thank you for your consideration of our request. Please feel free to contact me if you have any questions or need any additional information.

Sincerely,

A handwritten signature in cursive script that reads "Richard Stiner".

Richard Stiner
252-209-5641



March 28, 2016

Ms. Kimberly Turner
Northampton County Manager
P. O. Box 808
Jackson, N.C. 27845

Dear Ms. Turner:

Northampton County Schools is requesting additional money for both capital outlay and current expense needs for the 2016-2017 school year. As you are aware, we have been in much conversation regarding the need for a new centrally located school. Now that the citizens have voted against the option to build a new centrally located school, the Northampton County Board of Education is in the process of reviewing a plan that would result in the consolidation of schools and reconfiguring of grade levels on existing campuses. Based on the three facility studies conducted since 2005, the Board of Education voted to consider closing the current high school campus located in Conway and moving the high school students to the newest high school facility located in Gaston. If this decision is ultimately approved in accordance with GS 115C-72, other students will be displaced, which will require the Board to decide on locations for the displaced students. The plan under consideration by the Board will move the majority of our students into the newest facilities that would remain open throughout the county. On March 21, 2016, the Board voted to pursue Option 4 and requested that administration begin immediately with the statutory process for the review and possible implementation of this plan. Administration has begun to review the feasibility of the plan, including studying the proposal in accordance with GS 115C-72 and making cost projections.

We have estimated the beginning costs for implementation of the plan that is under consideration to be around \$800,000. Given that the Board has no choice but to consolidate some schools for the 2016-17 school year, we are requesting this additional amount be allocated to Northampton County Schools above the planning allotment projections that you provided in early March 2016. If the plan is approved in accordance with GS 115C-72, we may find it necessary to request additional funding. However, we believe that these beginning estimates are on target. We recognize that your approval of the additional funds might be contingent on the Board's approval of a consolidation plan in accordance with GS 115C-72, but it is important for us to know that these funds will be made available for the consolidation as we make plans for the 2016-17 school year.

The school visits that are scheduled between the Commissioners and School Board members on April 5, 2016 will certainly provide visual and concrete representations for the additional appropriation request. We are open to scheduling a joint meeting between both Boards or between the Board Chairpersons, to include you and I. At this meeting we can provide explicit rationales for these projected costs, as they have increased since you and I last communicated, and we can also discuss specific details regarding the implementation of the proposed option. We look forward to meeting with you and much conversation about the educational opportunities for our students.

Sincerely,

Mofica Smith-Woofter, Ed.D.
Superintendent

Citizens/Board Comments:

Chairwoman Greene called for Citizens Comments.

None were heard.

Chairwoman Greene called for Board Comments.

Commissioner Carter stated that he's had conversations with the County Manager, Representative Michael Wray, and Public Works Director Jason Morris concerning Parker Chapel Baptist Church. Someone from the church informed him that their church is sitting on a rust bed. Commissioner Carter noted that the Connect NC Bond Referendum that just passed includes a portion that is set aside for infrastructure. He would like to do something for the church.

Chairwoman Greene mentioned the listening session with Congressman Butterfield and other representatives, where a lot of important information was shared. She also said she had a Board of Directors meeting in Raleigh and they have a new property tax technology program coming down from the State. She asked Ms. Turner to research and follow up on this. Mrs. Greene also met with the Committee for the Wellness Center regarding the grant for the playground. They picked out the colors for the playground and saw the design. She said it is a very nice layout, and the plan is to have it in place by August.

A motion was made by Joseph Barrett and seconded by Robert Carter to recess regular session.

Question Called: All present voting yes. Motion carried.

Closed Session G.S. 143-318.11(a)(4):

A motion was made by Chester Deloatch and seconded by Robert Carter to enter into closed session for the purpose of G.S. 143-318.11(a)(4)- EDC Report. **Question Called: All present voting yes. Motion carried.**

A motion was made by Joseph Barrett and seconded by Virginia Spruill to enter into regular session to adjourn. **Question Called: All present voting yes. Motion carried.**

Michelle Nelson, Clerk to the Board
"r.m. 04-04-16"

NORTHAMPTON COUNTY
BOARD OF COMMISSIONERS

Meeting Date: 04-18-16

Agenda Tab Number: 2

Agenda Time: 6:00

Presenter and/or Subject Matter:

Approval of Closed Session Minutes for April 4, 2016

(omitted)

Michelle Nelson
Clerk to the Board

NORTHAMPTON COUNTY
BOARD OF COMMISSIONERS

Meeting Date: 04-18-16

Agenda Tab Number: 3

Agenda Time: 6:00

Presenter and/or Subject Matter:

Approval of Special Called Meeting Minutes for April 5, 2016

Michelle Nelson
Clerk to the Board

3- Approval of Special Called Meeting Minutes for April 5, 2016

Special Called Meeting Northampton County April 5, 2016

Chairwoman Fannie Greene
Commissioner Robert Carter
Ms. Kimberly Turner, County Manager
Chair Rhonda Taylor, School Board
Mr. Phil Matthews, School Board
Dr. Monica Smith-Woofter, Superintendent
Ms. Cathy Gillus, Interim Finance Officer

Vice-Chairman Joseph Barrett
Commissioner Virginia Spruill
Ms. Michelle Nelson, Clerk
Ms. Lucy Edwards, School Board
Ms. Keedra Whitaker, School Board
Mr. Doug Miller, Exec. Dir. of Auxiliary Services

Dr. Monica Smith-Woofter, Superintendent of Northampton County Schools, and several members of the Board of Education hosted the Board of Commissioners on a tour of some of the County's schools. The Commissioners toured Willis Hare Elementary, Squire Elementary, Gaston Elementary, Gaston Middle, and Northampton County High School.

Michelle Nelson, Clerk to the Board
"s.m. 04-05-16"

NORTHAMPTON COUNTY
BOARD OF COMMISSIONERS

Meeting Date: 04-18-16

Agenda Tab Number: 4

Agenda Time: 6:00

Presenter and/or Subject Matter:

Approval of Agenda for April 18, 2016

Michelle Nelson
Clerk to the Board

4- Approval of Agenda for April 18, 2016

The Northampton County Board of Commissioners will meet in Regular Session on Monday, April 18, 2016 at 6:00 p.m. in the Commissioners' Meeting Room located at 100 West Jefferson Street, Jackson, North Carolina. The purpose of the meeting is to conduct public business as indicated on the following agenda.

<u>TAB</u>	<u>TIME</u>	<u>DESCRIPTION</u>
	5:50	Agenda Work Session
1	6:00	Approval of Regular Session Minutes for April 4, 2016
2		Approval of Closed Session Minutes for April 4, 2016
3		Approval of Special Called Meeting Minutes for April 5, 2016
4		Approval of Agenda for April 18, 2016
5	6:05	Ms. Pamela Stokes, NC Dept. of Public Safety JCPC Proposal
6	6:20	Mr. William Flynn, Planning and Zoning Director Public Hearing- Rezoning
7	6:35	Mrs. Robin Williams, Register of Deeds Graphtec Brand Scanner/Printer for Mylars
8	6:50	Mrs. Cathy Allen, Tax Administrator 1) Ad Valorem Tax Appeals 2) Motor Vehicle Refunds 3) Present Use Applications
9	7:05	Ms. Kimberly Turner, County Manager Management Matters
10	7:20	Citizens/Board Comments
	7:50	Adjourn

NORTHAMPTON COUNTY
BOARD OF COMMISSIONERS

Meeting Date: 04-18-16

Agenda Tab Number: 5

Agenda Time: 6:05

Presenter and/or Subject Matter:

Ms. Pamela Stokes, NC Dept. of Public Safety

JCPC Proposal

Michelle Nelson
Clerk to the Board

5- JCPC Proposal



NC Department of Public Safety
Juvenile Crime Prevention Council Certification

Fiscal Year: 2016 -2017

County: Northampton	Date: 3-30-2016
----------------------------	------------------------

CERTIFICATION STANDARDS

STANDARD #1 - Membership

- | | |
|---|-----|
| A. Have the members of the Juvenile Crime Prevention Council been appointed by county commissioners? | Yes |
| B. Is the membership list attached? | Yes |
| C. Are members appointed for two year terms and are those terms staggered? | Yes |
| D. Is membership reflective of social-economic and racial diversity of the community? | Yes |
| E. Does the membership of the Juvenile Crime Prevention Council reflect the required positions as provided by N.C.G.S. §143B-846? | No |

If not, which positions are vacant and why?

Council has attempted to get members to attend the meetings. Due to meeting time, some individuals are not able to attend.

STANDARD #2 - Organization

- | | |
|--|-----|
| A. Does the JCPC have written Bylaws? | Yes |
| B. Bylaws are <input type="checkbox"/> attached or <input checked="" type="checkbox"/> on file (Select one.) | |
| C. Bylaws contain Conflict of Interest section per JCPC policy and procedure. | Yes |
| D. Does the JCPC have written policies and procedures for funding and review? | Yes |
| E. These policies and procedures <input type="checkbox"/> attached or <input checked="" type="checkbox"/> on file. (Select one.) | |
| F. Does the JCPC have officers and are they elected annually? | Yes |

JCPC has: ☒ Chair; ☒ Vice-Chair; ☒ Secretary; ☐ Treasurer.

STANDARD #3 - Meetings

- | | |
|--|-----|
| A. JCPC meetings are considered open and public notice of meetings is provided. | Yes |
| B. Is a quorum defined as the majority of membership and required to be present in order to conduct business at JCPC meetings? | Yes |
| C. Does the JCPC meet bi-monthly at a minimum? | Yes |
| D. Are minutes taken at all official meetings? | Yes |
| E. Are minutes distributed prior to or during subsequent meetings? | Yes |

STANDARD #4 - Planning

- | | |
|---|-----|
| A. Does the JCPC conduct an annual planning process which includes a needs assessment, monitoring of programs and funding allocation process? | Yes |
| B. Is this Annual Plan presented to the Board of County Commissioners and to DPS? | Yes |
| C. Is the Funding Plan approved by the full council and submitted to Commissioners for their approval? | Yes |

Juvenile Crime Prevention Council Certification (cont'd)

STANDARD #5 - Public Awareness

- A. Does the JCPC communicate the availability of funds to all public and private non-profit agencies which serve children or their families and to other interested community members? (☒ RFP, distribution list, and article attached) _____
Yes
- B. Does the JCPC complete an annual needs assessment and make that information available to agencies which serve children or their families, and to interested community members? _____
Yes

STANDARD #6 – No Overdue Tax Debt

- A. As recipient of the county DPS JCPC allocation, does the County certify that it has no overdue tax debts, as defined by N.C.G.S. §105-243.1, at the Federal, State, or local level? _____
Yes

Briefly outline the plan for correcting any areas of standards non-compliance.

The Council will continue to recruit members.

Having complied with the Standards as documented herein, the Juvenile Crime Prevention Council may use up to \$15,500 of its annual Juvenile Crime Prevention fund allocation to cover administrative and related costs of the council. *Form JCPC/ OP 002 (b) JCPC Certification Budget Pages* detailing the expenditure budget must be attached to this certification.

The JCPC Certification **must be received by June 30, 2016.**

JCPC Administrative Funds SOURCES OF REVENUE

DPS JCPC	
Only list requested funds for JCPC Administrative Budget.	
Local	_____ \$6421
Other	_____
Total	_____ \$6421

JCPC Chairperson _____
Date

Chairman, Board of County Commissioners _____
Date

DPS Designated Official _____
Date

Juvenile Crime Prevention Council Certification (cont'd)

Northampton

County

FY 2016-2017

Instructions: N.C.G.S. § 143B-846 specifies suggested members be appointed by county commissioners to serve on local Juvenile Crime Prevention Councils. In certain categories, a designee may be appointed to serve. Please indicate the person appointed to serve in each category and his/her title. Indicate appointed members who are designees for named positions. Indicate race and gender for all appointments.

Specified Members	Name	Title	Designee	Race	Gender
1) School Superintendent or designee	Dr. Shirley Smith	Director of Student Svs.	<input checked="" type="checkbox"/>	B	F
2) Chief of Police			<input type="checkbox"/>		
3) Local Sheriff or designee	Sgt Deloatch	Sgt	<input checked="" type="checkbox"/>	B	M
4) District Attorney or designee	Valerie Asbell	District Attorney	<input type="checkbox"/>	W	F
5) Chief Court Counselor or designee	Sonyia Leonard	Chief Court Counselor	<input type="checkbox"/>	B	F
6) Director, AMH/DD/SA, or designee			<input type="checkbox"/>		
7) Director DSS or designee	Renee Mallard	Social Worker	<input checked="" type="checkbox"/>	W	F
8) County Manager or designee	Michelle Nelson	Clerk to the County	<input checked="" type="checkbox"/>	B	F
9) Substance Abuse Professional	Hope Eley	SOC Coordinator	<input type="checkbox"/>	B	F
10) Member of Faith Community	Pamela Taylor		<input type="checkbox"/>	B	F
11) County Commissioner	Robert Carter	Commissioner	<input type="checkbox"/>	B	F
12) Two Persons under age 18 (State Youth Council Representative, if available)			<input type="checkbox"/>		
			<input type="checkbox"/>		
13) Juvenile Defense Attorney	Luther Culpepper	Attorney	<input type="checkbox"/>	W	M
14) Chief District Judge or designee	Brenda Branch	Judge	<input type="checkbox"/>	B	F
15) Member of Business Community			<input type="checkbox"/>		
16) Local Health Director or designee	Carol Lee	Social Worker	<input checked="" type="checkbox"/>	B	F
17) Rep. United Way/other non-profit			<input type="checkbox"/>		
18) Representative/Parks and Rec.	James Roberts	Director of Wellness Center	<input type="checkbox"/>	W	M
19) County Commissioner appointee	Lisa Wheeler	School Social Worker	<input type="checkbox"/>	W	F
20) County Commissioner appointee	Beverly Rascoe	School Social Worker	<input type="checkbox"/>	B	F
21) County Commissioner appointee	Chris Langston	Court Counselor	<input type="checkbox"/>	B	M
22) County Commissioner appointee			<input type="checkbox"/>		
23) County Commissioner appointee			<input type="checkbox"/>		
24) County Commissioner appointee			<input type="checkbox"/>		
25) County Commissioner appointee			<input type="checkbox"/>		

SECTION VI: BUDGET NARRATIVE			
JCPC Administration		Fiscal Year	FY 16-17
Item #	Justification	Expense	In Kind Expense
120	JCPC Administrative Assistant \$ 100 per month X 10 months	\$1,000	
390	Administrative funds for the JCPC includes lunch, workshops, guest speakers, supplies and postage	\$5,241	
TOTAL		\$6,241	

Job Title	Annual Expense Wages	Annual In Kind Wages
JCPC Administrative Assistant \$ 100 per month x 10 months	\$1,000	
TOTAL	\$1,000	

SECTION VII		Program: JCPC Administration	
Fiscal Year: FY 16-17		Number of Months: 12	
	Cash	In Kind	Total
I. Personnel Services	\$1,000		\$1,000
120 Salaries & Wages	\$1,000		\$1,000
180 Fringe Benefits			\$0
190 Professional Services*			\$0
*Contracts MUST be attached			
II. Supplies & Materials			\$0
210 Household & Cleaning			\$0
220 Food & Provisions			\$0
230 Education & Medical			\$0
240 Construction & Repair			\$0
250 Vehicle Supplies & Materials			\$0
260 Office Supplies and Materials			\$0
280 Heating & Utility Supplies			\$0
290 Other Supplies and Materials			\$0
III. Current Obligations & Services	\$5,241		\$5,241
310 Travel & Transportation			\$0
320 Communications			\$0
330 Utilities			\$0
340 Printing & Binding			\$0
350 Repairs & Maintenance			\$0
370 Advertising			\$0
380 Data Processing			\$0
390 Other Services	\$5,241		\$5,241
IV. Fixed Charges & Other Expenses			\$0
410 Rental or Real Property			\$0
430 Equipment Rental			\$0
440 Service and Maint. Contracts			\$0
450 Insurance & Bonding			\$0
490 Other Fixed Charges			\$0
V. Capital Outlay			\$0
[This Section Requires Cash Match]			
510 Office Furniture & Equipment			\$0
530 Educational Equipment			\$0
540 Motor Vehicle			\$0
550 Other Equipment			\$0
580 Buildings, Structure & Improv.			\$0
Total	\$6,241		\$6,241

Northampton County
NC DPS - Community Programs - County Funding Plan

Available Funds: \$ \$94,114 Local Match: \$ \$11,668 Rate: 10%

DPS JCPC funds must be committed with a Program Agreement submitted in NC Allies and electronically signed by authorized officials.

#	Program Provider	DPS-JCPC Funding	LOCAL FUNDING			OTHER State/Federal	OTHER Funds	Total	% Non DPS-JCPC Program Revenues
			County Cash Match	Local Cash Match	Local In-Kind				
1	JCPC Administrative Funds	\$6,241						\$6,241	
2	Children's Matters	\$27,547	\$2,755					\$30,302	9%
3	WHFC Vocational Jobs	\$31,326	\$3,133					\$34,459	9%
4	Second Chance Courts	\$29,000	\$2,900		\$2,900			\$34,800	17%
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
TOTALS:		\$94,114	\$8,788		\$2,900			\$105,802	11%

The above plan was derived through a planning process by the Northampton County
 Juvenile Crime Prevention Council and represents the County's Plan for use of these funds in FY 2016-2017.

Amount of Unallocated Funds: _____

Amount of funds reverted back to DPS: _____

Discretionary Funds added: _____

 Chairperson, Juvenile Crime Prevention Council (Date)

check type ☐ initial plan ☐ update ☐ final

---DPS Use Only---

Reviewed by _____	Area Consultant	Date _____
Reviewed by _____	Program Assistant	Date _____
Verified by _____	Designated State Office Staff	Date _____

 Chairperson, Board of County Commissioners (Date)
 or County Finance Officer



North Carolina Department of Public Safety

JCPC Program - Program Application

SECTION I A	SPONSORING AGENCY AND PROGRAM INFORMATION		
FUNDING PERIOD:	FY 16-17	DPS/JCPC FUNDING # (cont only)	866-XXXX
COUNTY:	Northampton	AREA:	Eastern Area
Multi-County:	No	Multi-Components:	No
NAME OF PROGRAM: Children Matters			

SPONSORING AGENCY:	United Services Youth Inc.		
SPONSORING AGENCY PHYSICAL ADDRESS:	409 N. Main St. Rich Square NC 27869		
SPONSORING AGENCY MAILING ADDRESS:	PO Box 985 Rich Square NC 27869		
TYPE:	Non-Profit	FEDERAL ID #	74-3259362

COMPONENT ID #	NAME OF PROGRAM COMPONENT	PROGRAM TYPE	TOTAL COST OF EACH COMPONENT
14509	Youth Empowerment	Interpersonal Skill Building	\$ 30,302
Total cost of components:			\$ 30,302

Program Manager Name & Address *(same person on signature page)*

Name:	Joyetta Williams	Title:	Program Manager
Mailing Address:	PO Box 98	City:	Rich Square
Phone:	(252) 287-9462	Fax:	(888) 269-1341
E-mail:	j.williams@usginc.org		

Contact Person *(if different from program manager)*

Name:	Marcie Winston	Title:	Director
Mailing Address:	PO Box 98	City:	Rich Square
Phone:	(252) 842-4022	Fax:	(888) 269-1341
E-mail:	m.winston@usginc.org		

Program Fiscal Officer *(cannot be program manager)*

Name:	Aretha Yates	Title:	Program Assistant
Mailing Address:	PO Box 98	City:	Rich Square
Phone:	(888) 552-5159	Fax:	(888) 269-1341
E-mail:	a.yates@usginc.org		

SECTION I B	PROGRAM COMPONENT DESCRIPTION
COMPONENT ID #	COMPONENT INFORMATION
14509	<p>NAME OF COMPONENT: Youth Empowerment</p> <p>BRIEF DESCRIPTION: Program will offer individual and group support through academic enrichment, prosocial and interpersonal skill building sessions, problematic consults and leisure activities. Children Matters will also provide support and assistance to strengthen the knowledge of youth and parents in effort of developing a positive impact that will lead to positive community involvement. Participants will also learn different levels of conflict resolutions.</p>

SECTION II		COMPONENT STATISTICAL INFORMATION			
Multi-Components No					
Component Service Statistics		PROGRAM COMPONENT INFORMATION - APPLICATION YEAR			
Component Name: Youth Empowerment				Component ID # 14509	
What is this component's maximum client capacity at any given time?				8	
Frequency of client contact per month:	20	Anticipated Average Length of Stay:	180	Days	
Total Component Cost:	\$30,302	- by	Estimated # to be served during funding period: 8		
Estimated Average Cost Per Youth:		\$3,788			
Applies to continuation programs only.	Actual number of youth admitted last fiscal year:		11		
	1	number of admissions Juvenile Court referred	9.09% of total admissions		
	0	number of admissions Law Enforcement referred	0% of total admissions		

SECTION III	COMPONENT SUMMARY
NAME OF COMPONENT:	Youth Empowerment
<p>1. Statement of the Problem: <i>In concise terminology, describe how the program will address continuum need(s) in the county.</i></p> <p>According to the Northampton County Risk and Needs Assessments, youth over 10 years of age have complaints filed with DPS and have had previous delinquent history or some serious behavior problems at school and have also engaged in negative peer relationships. United Services Youth Incorporated (Children Matters) will address these issues through individual and group interventions. This program will also include psychoeducational, prosocial and interpersonal skill sessions as well as leisure activities. The program will offer training to parents through parenting classes and individual skill sessions. Youth will participate in age appropriate activities and trainings that will offer positive insight on the areas of concern. Youth will participate in conflict resolution sessions and other sessions deemed necessary after an individual assessment of each youth is reviewed. Program will engage youth in the community and will be involved in youth academic and behavioral enhancement in the school setting. Program will offer an inviting and age appropriate environment for youth to physically attend and participate in group and individual training and counseling sessions. Program will offer electronic and hands on activities that will spark youth interests while addressing problems and concerns identified in their assessments.</p>	
<p>2. Target Population: <i>Describe the target population, including age, and the steps taken to insure that the target population is served.</i></p> <p>This program will serve youth ages 6-17 referred by Northampton County Court System, Northampton County Schools, Parents, Northampton County DSS and Northampton County Protective Services. These youth will be deemed at risk of entering into the court system or may already be involved, at-risk of academic failure or already academically failing, behavioral problems in and out of the school setting that may cause more serious problems if not addressed.</p>	
<p>3. Program Goal(s): <i>Provide a brief statement to describe the overall purpose of the program.</i></p> <p>The program goals are to empower the youth we serve with enough knowledge, resources, love, fear and commitment that it will inspire them to stay in school and out of the court system to stay at home and out of the Detention Center, to provide support and assistance by engaging the youth in tutorials and role-playing techniques to strengthen the knowledge of youth while promoting academic achievement and developing a positive impact on the future orientation of the youth that will be useful in their future educational endeavors and workforce experiences. The program goals are also to involve and educate parents on the importance of communicating and assisting youth in the services offered by this program. A major program goal is to reconstruct negative thinking, negative attitude, negative appearance and negative outlook through Kagan Cooperative Learning while developing more appropriate communication skills.</p> <p>OUR ULTIMATE GOAL IS TO HELP CHANGE THE LIVES OF OUR YOUTH ONE CHILD AT A TIME..... TO HELP THEM TO LOVE THEMSELVES MORE AND TO FEAR THOSE THINGS THAT ARE CAUSING THEM TO BE UNSUCCESSFUL.....</p> <p>SUCCESS/////ACCOUNTABILITY///RESPONSIBILITY-- AT SCHOOL</p> <p>SUCCESS///- IN THE COMMUNITY</p> <p>SUCCESS- AT HOME</p>	
<p>4. Measurable Objective(s): <i>State in measurable terms (%) the intended effect of the program on specific undisciplined and/or delinquent behaviors. Example: anticipated reductions in court referrals, runaway behavior, disruptive behavior at school, anticipated improved school attendance and academic achievement. These objectives</i></p>	

SECTION III	COMPONENT SUMMARY
NAME OF COMPONENT:	Youth Empowerment
<p><i>must include impact on participants.</i></p> <p>75% Clients will have no new complaints with an offense date after the admission date.</p> <p>75% Clients successfully/satisfactorily completing the program will have no new complaints in the 12 months following completion.</p> <p>85% Clients will successfully or satisfactorily complete services as intended by the program design/service plan.</p> <p>75% Clients will have no new adjudications for a complaint with an offense date after the admission date.</p> <p>75% Clients will demonstrate improvement in targeted skills identified in the individual service plan.</p> <p>80% Clients will reduce specific problem behaviors presented at referral and targeted in the individual service plan.</p> <p>75% Clients successfully/satisfactorily completing the program will have no new adjudications in the 12 months following completion.</p>	
<p>5. Elevated Risks and Needs: <i>Describe how you will address one or more of the Elevated Risk and Needs of adjudicated juveniles listed in the local JCPC Request for Proposal.</i></p> <p>According to the risks and needs assessment, negative peer relationships, serious behavior problems in school, health and hygiene issues, mental health issues, family criminality, and limited parenting skills were identified as high risk issues:</p> <p>*Negative peer relationships will be addressed through Kagan Cooperative Learning with role-playing, interpersonal exercises, action accountability, family involvement and peer mediation.</p> <p>*Limited Supervision- Program will work to offer services and some activities around the times school is out and parents are working to help youth to occupy unsupervised time wisely and doing something that is constructive in group and individual settings. this will include Mentoring and shadowing. Youth who are suspended from school will spend this time at the program</p> <p>*Serious behavior problems in school will be addressed through group exercises, role-playing, rehearsal intensive feedback, family session involvement and program partnership with school officials.</p> <p>*Mental health issues will be addressed by referring youth to service appropriate and age appropriate licensed mental health providers who will work within program goals and professional recommendations. Program will also offer transportation to appointments and help to bridge the gap between the provider and guardians responsible for being apart of the process.</p> <p>*Family criminality will be addressed through realistic incidents, media reports, statistical facts and an invitation of law enforcement to participate in program activities and sessions.</p> <p>*Limited parenting skills will be addressed through parenting classes, parental skill building activities, role-play kagan cooperative learning model and healing method using the Bethesda Model.</p>	

SECTION IV	COMPONENT NARRATIVE (attach for each component)
NAME OF COMPONENT:	Youth Empowerment
1. Location: <i>List physical address(es) and describe where program services are delivered.</i>	United Services Youth office location is 429 N. Main St. Rich Square, NC. Program staff will render services in the School as it is allowed by school officials community, home, and Program office setting.
2. Operation: <i>Describe the daily/weekly schedule of program operation.</i>	The youth will meet Tuesdays and Thursdays from 3:30PM to 6:00PM and on selected Saturdays from 12PM-3PM for community based activities. During the summer, the youth will meet on Mondays, Tuesdays and Thursdays from 10AM to 5PM and every other Saturday from 9:10AM-1PM. These hour may change due to the need of the individual youth and family and or school issues.
3. Staff Positions: <i>Describe paid or volunteer position qualifications, (certifications, degrees, work experience) and position(s) responsibilities relative to this component.</i>	<p>Program Manager/ Program Assistance/Youth Counselor will have a Bachelor's Degree in Sociology, Social Work, Psychology other Human Service related fields and two years of work experience with at-risk youth or court affiliate youth and families. The program manager will be responsible for implementing program services to referred youth and families. The program manager will also be responsible for intake assessment and review for appropriate service provisions. The program manager will be a liaison and advocate for youth through all court and school matters.</p> <p>Program Assistant/ Director/Mentor will have a minimum Associate's or Bachelor's Degree in Business Management, Business Administration or other related Business fields and two years of work experience in a youth or family program. The director will be responsible for day to day operations, activity coordination, service coordination and staff supervision at the discretion of program manager.</p> <p>Youth Mentor -will have a minimum of high school diploma or GED equivalent. Youth assistant will assist the program manager and the director with administrative and clerical duties. Youth assistant may also assist in the administering of services through activities, role-playing and other directives given by the program manager.</p> <p>Activity Coordinator - will have a minimum of high school diploma or GED equivalent. Activity coordinator will assist all staff in planned activities for participants.</p>
4. Service Type SPEP: <i>Describe implementation to include:</i>	Provides a service: Interpersonal and Social Skill building
5. Admission Process: <i>Describe the specific referral, screening, admission process (including timeline), the staff responsible for making decisions about admissions and reasons why a referral may not be accepted.</i>	The program will receive referrals from Northampton County Court System, Schools, Northampton County DSS, Parents and Northampton County Protective Services. Referrals will be reviewed within 48 hours and contact will be made with referring source to receive preliminary information and to inform referring source of a scheduled initial intake assessment. Potential participant and parent or guardian will be contacted via telephone or mailed letter indicating the date and time of scheduled assessment. All necessary confidentiality and program forms will be issued, reviewed and signed during intake process. The Program Manager will review all referrals and assessments to determine participants eligibility to the program. A referral may be denied based on programs inability to effectively meet the need

Form JCPC/PA 004 JCPC Program Application

Form structure last revised 12/31/2012

Department of Public Safety

SECTION IV	COMPONENT NARRATIVE (attach for each component)
NAME OF COMPONENT:	Youth Empowerment
	of the participants.
	<p>6. Termination Process: <i>Describe the termination process to include the staff responsible for making decisions and the criteria for a successful termination, satisfactory termination, unsuccessful completion and non-compliant termination.</i></p> <p>The Program Manager will meet with referral source, parent or guardian, the participant and any other person involved in the youth's services to determine the youth's progress or the lack thereof. If youth have reached goals set according to the assessment, the youth will be satisfactorily terminated from this program. If youth or parent does not participate in service after reasonable attempts have been made to contact youth will be unsuccessfully terminated. If youth is removed from the county due to disciplinary actions of the court system, youth will be unsuccessfully terminated.</p> <p><i>How is the referring agency involved with the termination process?</i></p> <p>The referring agency will be contacted before termination process begins. The referring agency will be asked for assistance with any unsuccessful termination being considered before the final process. If termination is successful, the referring agency will be notified via email or postal mail of participants progress and goals met that have determined reason for successful termination.</p>
	<p>7. Referring Agency Interaction: <i>Describe the interaction with juvenile court counselors and/or other referring agencies including how client progress will be communicated.</i></p> <p>Referring agency will be contacted at least once per month via email or postal mail with information that will give an account for youth participation and progress or the lack of progress. Referring agency will also be invited to participate in youth services provided through this program.</p>
	<p>8. Intervention/Treatment: <i>Describe specifically what the component will do to redirect inappropriate youth behavior or how the component will address the identified needs of the youth and family. What interventions will typically be utilized in this component and how will parents/guardians be involved?</i></p> <p>When youth behavior is inappropriate during program sessions or activities, staff will redirect youth by communicating in a calm manner while addressing the problem and work to resolve the issue by allowing youth to vent or count to ten using the deep breathing technique or allowing youth to isolate themselves to regain focus. Program staff will communicate with parent via telephone or letter to make them aware of youth's behavior and what a triggering factor may have been. Depending on the severity of the behavior, staff will request individual sessions with youth and family members to address whatever may have been going on during this issue.</p> <p>Program will use deescalating techniques such as deep breathing, time out, venting, walking and immediate individual response time. Parents may be called and invited to participate in individual sessions to help regain youth's focus.</p>
	<p>9. Best Practice Model: <i>Describe what model or evidence-supported/best practice the program is based upon.</i></p> <p>The program will utilize the Bethesda Model, Offering healing and family restoration, The Kagan Cooperative Learning Model. The Kagan Cooperative Learning Model is a structured facilitated and monitored training model that teaches youth in smaller group settings. This model pertains structured activities that teaches positive working relationships, how to set and reach clear learning and behavioral goals and strategies used for staying on task. The Cooperative Learning Model teaches positive human relationships, multiple intelligent systems, positive independence, individual accountability, and simultaneous interaction. This best practice model will be used in conjunction with the ABC Model</p>

SECTION IV	COMPONENT NARRATIVE (attach for each component)
NAME OF COMPONENT:	Youth Empowerment
	<p>of Behavioral Disturbance and Change.</p> <p>The ABC Model of behavioral disturbance and change is:</p> <p>A-Activating Event- this represents the situation, that is often the inferred situational and critical event that triggers a significant emotional response.</p> <p>B-Beliefs- these are the evaluative emotional and behavioral beliefs that youth have related to his or her unique personal likes and dislikes.</p> <p>C-Consequence- this represents the negative disturbed emotions and dysfunctional behaviors related to A and B. The beliefs and assumptions at B are seen as a connecting and mediating bridge between the situation and the unhealthy feelings and maladaptive behaviors.</p>

SECTION V	Terms of Agreement
<p>This section of the JCPC Program Application will ONLY be completed if approved for funding and will be included in the required JCPC Program Agreement document for completion.</p>	
<p>This Agreement is entered into by and between Department of Public Safety, (hereinafter referred to as the DPS), and County, (hereinafter referred to as the County), the County's Juvenile Crime Prevention Council (hereinafter referred to as the JCPC) and (hereinafter referred to as the Sponsoring Agency).</p>	
<p>The DPS, the County, the JCPC and the Sponsoring Agency do mutually agree as follows:</p>	
<p>Term of Agreement</p>	
<p>This Agreement shall become effective _____ and shall terminate _____.</p>	
<p>Payment to Sponsoring Agency</p>	
<p>All parties agree that services will be delivered as described in the approved JCPC Program Agreement and that JCPC funds will be disbursed in an amount not to exceed the amount \$_____ for the term of this agreement, unless amended by an approved JCPC Program Agreement Revision.</p>	
<p>Availability of Funds:</p>	
<p>All parties to this Agreement agree and understand that the payment of the sums specified in this JCPC Program Agreement budget is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the DPS.</p>	
<p>Responsibilities of the Parties</p>	
<p>DPS shall:</p> <ol style="list-style-type: none"> 1. Disburse funds monthly to County Governments, for payment to the Sponsoring Agency, from the Juvenile Crime Prevention Council (JCPC) fund appropriation by the General Assembly; 2. Reserve the right to suspend payment to the County for any non-compliance by the Sponsoring Agency with any reporting requirements set forth in the JCPC Policy and Procedures; 3. Notify in writing the County and Sponsoring Agency immediately if payments are suspended and again once payments resume; 4. Pay only for work as described in the JCPC Program Agreement provided by the Sponsoring Agency and approved subcontractors; 5. Provide technical assistance, orientation and training to the Sponsoring Agency, the County and the JCPC; 6. Monitor Sponsoring Agency's JCPC funded program(s) in accordance with JCPC Policy 3. Operations: Program Oversight and Monitoring; and 7. Notify parties entering into this Agreement of all due dates in a timely manner in order for reports to be submitted by the established due date. 	

The Sponsoring Agency shall:

1. Comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and/or authority;
2. Comply with all Federal and State laws relating to equal employment opportunity;
3. Keep as confidential and not divulge or make available to any individual or organization without the prior written approval of the DPS any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Sponsoring Agency under this Agreement;
4. Acknowledge that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Agreement;
5. Comply with the Juvenile Crime Prevention Policy and Procedures established by the DPS and the North Carolina Administrative Procedures;
6. Secure local match as required, pursuant to 14B NCAC 11B.0105, for the approved JCPC funds;
7. Create and adopt individualized guidelines specific to the funded program, while also adhering to JCPC Policy and Procedures established by DPS for all JCPC funded programs and for the specific program type for which they receive funding;
8. Ensure that state funds received are spent in accordance with the approved JCPC Program Agreement and be accountable for the legal and appropriate expenditure of those state funds;
9. Maintain reports, records, and other information to properly document services rendered and outcomes; also maintain an ability to send and receive electronic communication;
10. Have the capacity to use DPS electronic, internet-based system for tracking clients served;
11. Use generally accepted accounting procedures that guarantee the integrity of the expenditure of JCPC funds, maintain reports, records, and other information to properly account for the expenditure of all State funds provided to the Sponsoring Agency;
12. Receive from the North Carolina Division of Revenue a refund of all sales and use taxes paid by them in the performance of the JCPC Program Agreement, pursuant to N.C.G.S. §105-164.14(c); and exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports;
13. Submit JCPC Program Agreement Revisions, Third Quarter Accounting, Final Accounting and annual detailed check ledgers to the JCPC. These reports must be in accordance with the submission process as outlined in the JCPC Policy and Procedures established by DPS and with the due dates established by DPS;
14. Make personnel, reports, records and other information available to DPS, the County, the JCPC, and/or the State Auditor for oversight, monitoring and evaluation purposes;
15. Submit any other information requested by the JCPC, County or DPS;
16. Be responsible for the performance of all subcontractors as described in the JCPC Program Agreement;
17. Indemnifies and holds harmless DPS, the State of North Carolina, the County and any of their officers, agents and employees, from any claims of third parties arising out of any act or omission of the Sponsoring Agency in connection with the performance of the JCPC Program Agreement;
18. Receive permission and budgetary approval from DPS prior to using the JCPC Program Agreement as a part of any news release or commercial advertising and acknowledge DPS funding in partnership with the County;
19. Comply with DPS trainings and requirements regarding the United States Department of Justice national standards to prevent, detect, and respond to prison rape under the Prison Rape Elimination Act (PREA);

Reference: 14B; Chapter 11; Subchapter B, and in compliance with JCPC Policy 2: Operations; Program Operational Requirements

Sponsoring Agency Contractor(s)/Subcontractors

<input type="checkbox"/> Yes, subcontractors are included in the JCPC Program Agreement budget. <input type="checkbox"/> No, subcontractors are not included in the JCPC Program Agreement budget.
<p>If yes, the following only applies when subcontractors are providing services as described in the JCPC Program Agreement (listed in Line Item 190 of the budget).</p> <p>20. Receive prior approval from DPS in the form of an unsigned contract being submitted with the JCPC Program Agreement if any of the services described in the JCPC Program Agreement are provided by a subcontractor; <i>NOTE: Contracts signed by all parties must be submitted once the JCPC Program Agreement receives signed approval from DPS. Sponsoring Agencies will be notified requesting this information.</i></p> <p>21. Hold any contractor or subcontractor to which the Sponsoring Agency provides State funds accountable for the legal and appropriate expenditure of State funds, and to all applicable laws and Juvenile Crime Prevention Council Policies and Procedures;</p> <p>22. Ensure that all subcontractors provide all information necessary to comply with the standards set forth in the JCPC Program Agreement; and</p> <p>23. Be deemed an independent contractor in the performance of services described in the JCPC Program Agreement and as such shall be wholly responsible for the services to be performed and for the supervision of its employees. The Sponsoring Agency represents that it has, or shall secure at its own expense, all personnel required in performing the services as described in the JCPC Program Agreement. Such employees shall not be employees of, or have any individual contractual relationship with, DPS;</p> <p><u>The JCPC shall:</u></p> <ol style="list-style-type: none"> 1. Ensure the Sponsoring Agency uses JCPC funds for only the purposes DPS has approved in JCPC Program Agreement or JCPC Program Agreement Revision(s); 2. Comply with the Juvenile Crime Prevention Policy and Procedures established by DPS and the North Carolina Administrative Code; N.C.G.S. §143B-801(a); 143B-602; 143B-851 3. Review and locally approve Program Agreement Revisions received from the Sponsoring Agency and submit to the County in a timely manner; 4. Review and locally approve Third Quarter Accounting forms and submit to the County in order to meet the due date established by DPS; 5. Submit any other information requested by the County or DPS; and 6. Monitor the Sponsoring Agency's currently funded JCPC program(s) in accordance with JCPC Policy 3. Operations: Program Oversight and Monitoring <p><i>Reference: 14B NCAC 11B.0202 and JCPC Policy 1, 7, 8, 9, 10, and 11.</i></p> <p><u>The County shall:</u></p> <ol style="list-style-type: none"> 1. Ensure the Sponsoring Agency is appropriately licensed, and either a public agency or a 501 (c) 3 private non-

<p>profit organization;</p> <ol style="list-style-type: none"> 2. Use JCPC funds only for the purposes DPS has approved in program agreements or program agreement revisions; 3. Disburse JCPC funds monthly and oversee JCPC funds to the Sponsoring Agency in accordance with 14B NCAC 11B.0108 4. Comply with the Juvenile Crime Prevention Policy and Procedures established by DPS and the North Carolina Administrative Procedures; 5. Review and locally approve Program Agreement Revisions received from the Sponsoring Agency for final approval from DPS; and 6. Review and locally approve Third Quarter and Final Accounting forms for the JCPC and all JCPC funded programs according to the procedures and due dates established by DPS. <p><i>Reference: 14B; Chapter 11; Subchapter B; JCPC Policy 3, 7, 8, 9, 10, and 11</i></p>
<p>Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.</p>
<p>Choice of Law: The validity of this Program Agreement and any of its terms or provisions, as well as the rights and duties of the parties to this Program Agreement, are governed by the laws of North Carolina. The parties, by signing this Program Agreement, agree and submit, solely for matters concerning this Program Agreement, to the exclusive jurisdiction of the courts of North Carolina and agree, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Program Agreement and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in Program Agreement or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.</p>
<p>Assignment: No assignment of the Sponsoring Agency's obligations or the Sponsoring Agency's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, DPS may:</p> <ol style="list-style-type: none"> (a) Forward the Sponsoring Agency's payment check(s) directly to any person or entity designated by the Program Manager, or (b) Include any person or entity designated by Sponsoring Agency as a joint payee on the Sponsoring Agency's payment check(s). <p>In no event shall such approval and action obligate DPS or County Government to anyone other than the Sponsoring Agency and the Sponsoring Agency shall remain responsible for fulfillment of all Program Agreement obligations.</p>

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

Property Rights

Intellectual Property - All deliverable items produced pursuant to this Program Agreement are the exclusive property of DPS. The Sponsoring Agency shall not assert a claim of copyright or other property interest in such deliverables.

Physical Property - the Sponsoring Agency agrees that it shall be responsible for the proper custody and care of any property purchased for or furnished to it for use in connection with the performance of this Program Agreement and will reimburse DPS for loss of, or damage to, such property. At the termination of this Program Agreement, the Sponsoring Agency, County Government, and JCPC shall follow the guidelines for disposition of property set forth in Administrative Code and JCPC policy.

Reference: 14B NCAC 11B.0110; JCPC Policy 7. Fiscal Accounting and Budgeting; Audit Requirements

Disbursements and Internal Controls

Reversion of Unexpended Funds

Any remaining unexpended JCPC funds DPS disbursed to the County for the Sponsoring Agency must be refunded/ reverted back to DPS at the close of fiscal year or upon termination of this Agreement.

Accountability for Funds

Audit Requirement - Local Government or Public Authority Requirements

Local Government or Public Authorities in accordance with N.C.G.S. §159-34 must have an audit performed in conformity with generally accepted auditing standards. The audit shall evaluate the performance of a unit of local government or public authority with regard to compliance with all applicable Federal and State agency regulations. This audit, combined with the audit of financial accounts, shall be deemed to be the single audit described by the "Federal Single Audit Act of 1984".

Audit Requirement – Non-Governmental Entities: An audit, when required by law, or requested by the County or DPS shall be performed in conformity with generally accepted auditing standards and audits of non-governmental entities, both for-profit and not-for-profit, and must meet the requirements of OMB Circular A-133. At a minimum, the required report shall include the financial statements prepared in accordance with generally accepted accounting principles, all disclosures in the public interest required by law, and the auditor's opinion and comments relating to financial statements. The audit report must be submitted to the State Auditor's office as required by law, to the County and DPS, and to other recipients as appropriate within nine (9) months after the end of your program's fiscal year.

Oversight

Access to Persons and Records: The State Auditor shall have access to persons and records as a result of all Program Agreements entered into by State agencies or political subdivisions in accordance with N.C.G.S. §147-64.7. Additionally, as the State funding authority, DPS shall have access to persons and records as a result of all Program Agreements entered into by State agencies or political subdivisions.

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

No Overdue Tax Debt -Not for profit organizations ONLY will comply with this section. Form must be attached to the Program Agreement upon submission.

The Sponsoring Agency shall be responsible for the payment of all State, local, and Federal taxes. Consistent with N.C.G.S. § 143C-6-23 (c), not for profit organizations shall file with DPS and the County a written statement completed by that Sponsoring Agency's board of directors or other governing body, stating that the Sponsoring Agency does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the Federal, State, or local level. This written statement, *Certification of No Overdue Tax Debts*, shall be completed by the Sponsoring Agency and attached to the Program Agreement upon submission.

Conflict of Interest -Not for profit organizations ONLY will comply with this section. Form must be attached to the Program Agreement upon submission.

Consistent with the N.C.G.S. §143C-6-23 (b), not for profit organizations shall file with DPS and the County a copy of that Sponsoring Agency's policy addressing conflicts of interest that may arise involving the Sponsoring Agency's management employees and the members of its board of directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the Sponsoring Agency's employees or members of its board or other governing body, from the Sponsoring Agency's disbursing of State funds and shall include actions to be taken by the Sponsoring Agency or the individual, or both to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed before the County or DPS may disburse any funds. The Sponsoring Agency shall also complete the DPS Conflict of Interest Policy Statement (*Form DPS 13 001*) and attach the statement and the Sponsoring Agency's policy addressing conflicts of interest to the JCPC Program Agreement upon submission.

Amendment: This Agreement may not be amended orally or by performance. Any amendment must be requested by the Sponsoring Agency through submission of a JCPC

Program Agreement Revision and executed by duly authorized representatives of DPS, the County Government, JCPC and Sponsoring Agency.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Program Agreement violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Program Agreement shall remain in full force and effect.

Termination for Cause: If, through any cause, the Sponsoring Agency shall fail to fulfill its obligations under this Program Agreement in a timely and proper manner, DPS shall have the right to terminate this Program Agreement by giving written notice to the Sponsoring Agency and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Sponsoring Agency under this Program Agreement shall, at the option of DPS, become its property and the Sponsoring Agency shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Sponsoring Agency shall not be relieved of liability to DPS for damages sustained by DPS by virtue of the Sponsoring Agency's breach of this agreement, and DPS may withhold any payment due the Sponsoring Agency for the purpose of setoff until such time as the exact amount of damages due DPS from such breach can be determined. The filing of a petition for bankruptcy by the Sponsoring Agency shall be an act of default under this Program Agreement.

Termination without Cause: DPS, the County Government, or the Sponsoring Agency may terminate this Agreement at any time and without cause by giving at least thirty (30) days advance written notice to the other. If this Program Agreement is terminated by DPS as provided herein, the Sponsoring Agency shall be reimbursed on a pro rata basis for services satisfactorily provided to DPS under this Program Agreement prior to Program Agreement termination.

Waiver of Default: Waiver by DPS of any default or breach in compliance with the terms of this Program Agreement by the Sponsoring Agency shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this Program Agreement unless stated to be such in writing, signed by an authorized representative of DPS, County Government, the JCPC and the Sponsoring Agency and attached to the Program Agreement.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Program Agreement expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

END OF SECTION V – Terms of Agreement

SECTION VI: BUDGET NARRATIVE			
Children Matters		Fiscal Year	FY 16-17
Item #	Justification	Expense	In Kind Expense
120	Program Director \$1200 per month x 12 months	\$14,400	
120	Youth Mentor\$ 545 per month x10 months	\$6,540	
120	Program Manager, Service Coordinator \$600 per month x 12 months	\$7,200	
180	Required NC and Federal Taxes, workmen's Comp	\$500	
260	Purchase of supplies needed to operate the program per month	\$1,162	
310	Transporting participants at a rate of .30 per mile and maintenace	\$500	
TOTAL		\$30,302	

Job Title	Annual Expense Wages	Annual In Kind Wages
Youth Mentor	\$6,540	
Program Manager will oversee everyday program operation and ensure program agreement is being followed	\$14,400	
Program Manager, Service Coordinator will implement services specified in program agreement	\$7,200	
TOTAL	\$28,140	

SECTION VII		Program: Children Matters	
Fiscal Year: FY 16-17		Number of Months: 12	
	Cash	In Kind	Total
I. Personnel Services	\$28,640		\$28,640
120 Salaries & Wages	\$28,140		\$28,140
180 Fringe Benefits	\$500		\$500
190 Professional Services*			\$0
*Contracts MUST be attached			
II. Supplies & Materials	\$1,162		\$1,162
210 Household & Cleaning			\$0
220 Food & Provisions			\$0
230 Education & Medical			\$0
240 Construction & Repair			\$0
250 Vehicle Supplies & Materials			\$0
260 Office Supplies and Materials	\$1,162		\$1,162
280 Heating & Utility Supplies			\$0
290 Other Supplies and Materials			\$0
III. Current Obligations & Services	\$500		\$500
310 Travel & Transportation	\$500		\$500
320 Communications			\$0
330 Utilities			\$0
340 Printing & Binding			\$0
350 Repairs & Maintenance			\$0
370 Advertising			\$0
380 Data Processing			\$0
390 Other Services			\$0
IV. Fixed Charges & Other Expenses			\$0
410 Rental or Real Property			\$0
430 Equipment Rental			\$0
440 Service and Maint. Contracts			\$0
450 Insurance & Bonding			\$0
490 Other Fixed Charges			\$0
V. Capital Outlay			\$0
[This Section Requires Cash Match]			
510 Office Furniture & Equipment			\$0
530 Educational Equipment			\$0
540 Motor Vehicle			\$0
550 Other Equipment			\$0
580 Buildings, Structure & Improv.			\$0
Total	\$30,302		\$30,302

SECTION VIII		SOURCES OF PROGRAM REVENUE (ALL SOURCES)	
FY 16-17 Northampton County Funding ID: 866-XXXX			
Sponsoring Agency: United Services Youth Inc. Program: Children Matters			
\$27,547	DPS/JCPC Funds	* This is the amount of your request on your application	
10%	Local Match Rate	Is the Local Match Rate 10%, 20% or 30%?	
\$2,755	County Cash	Northampton County	(Specify Source)
	Local Cash		(Specify Source)
	Local Cash		(Specify Source)
	Local In-Kind		(Specify Source)
	Other		(Specify Source)
	Other		(Specify Source)
	Other		(Specify Source)
	Other		(Specify Source)
\$30,302	TOTAL	\$2,755	\$2,755
		Required Local Match	Match Provided

We, the undersigned, have reviewed this JCPC Program Application to be presented to the Juvenile Crime Prevention Council of this County in accordance with the procedures established by the local Juvenile Crime Prevention Council. Agencies seeking funding must be able to meet the applicable requirements of the North Carolina General Statutes, Administrative Code, and the Division of Adult Correction and Juvenile Justice.

We understand and acknowledge that the approval process is first with the Juvenile Crime Prevention Council, second with the County Board of Commissioners, and the final authority with the Department of Public Safety, Division of Adult Correction and Juvenile Justice.

All parties understand that the availability of funds is contingent upon the appropriation of those funds by the General Assembly of the State of North Carolina.

Chair, County Board of Commissioners or County Finance Director	Date
Chair, Juvenile Crime Prevention Council	Date
Joyetta Williams	4/6/16
Program Manager	Date



North Carolina Department of Public Safety

JCPC Program - Program Application

SECTION I A	SPONSORING AGENCY AND PROGRAM INFORMATION		
FUNDING PERIOD:	FY 16-17	DPS/JCPC FUNDING # (cont only)	866-XXXX
COUNTY:	Northampton	AREA:	Eastern Area
Multi-County:	Yes	Multi-Components:	No
NAME OF PROGRAM: Second Chance Counts			

SPONSORING AGENCY:	Choanoke Area Development Association, Inc.		
SPONSORING AGENCY PHYSICAL ADDRESS:	120 Sessoms Drive Rich Square NC 27869	P.O. Box 530	
SPONSORING AGENCY MAILING ADDRESS:	P.O. Box 530 Rich Square NC 27869		
TYPE:	Non-Profit	FEDERAL ID #	56-0841757

COMPONENT ID #	NAME OF PROGRAM COMPONENT	PROGRAM TYPE	TOTAL COST OF EACH COMPONENT
14337	Second Chance Counts Restitution	Restitution/Community Service	\$ 34,800
Total cost of components:			\$ 34,800

Program Manager Name & Address *(same person on signature page)*

Name:	Clivia Taylor		Title:	Manager	
Mailing Address:	P.O. Box 530		City:	Rich Square	Zip: 27869
Phone:	(252) 539-4155	Fax:	(252) 539-2048	E-mail:	ctaylor@nc-cada.org

Contact Person *(if different from program manager)*

Name:	Clivia Taylor		Title:	Manager	
Mailing Address:	P.O. Box 530		City:	Rich Square	Zip: 27869
Phone:	(252) 539-4155	Fax:	(252) 539-2048	E-mail:	ctaylor@nc-cada.org

Program Fiscal Officer *(cannot be program manager)*

Name:	Traig Neal		Title:	Finance Officer	
Mailing Address:	P.O. Box 530		City:	Rich Square	Zip: 27869
Phone:	(252) 539-4155	Fax:	(252) 539-2048	E-mail:	tneal@nc-cada.org

SECTION I B	PROGRAM COMPONENT DESCRIPTION
COMPONENT ID #	COMPONENT INFORMATION
14337	<p>NAME OF COMPONENT: Second Chance Counts Restitution</p> <p>BRIEF DESCRIPTION: Youth will participate in giving back to their community, by learning to engage in positive interactions with their peers, adults and individuals in need. The goal for Second Chance Counts is to reduce recidivism rate of any restitution with in the County being served. Youth being served will participate in community service activities such as environmental beautification, working the food pantries, and working in community gardens. Restitution will be paid when deemed necessary.</p>

SECTION II		COMPONENT STATISTICAL INFORMATION			
Multi-Components No					
Component Service Statistics		PROGRAM COMPONENT INFORMATION - APPLICATION YEAR			
Component Name: Second Chance Counts Restitution					Component ID # 14337
What is this component's maximum client capacity at any given time?					10
Frequency of client contact per month:	3	Anticipated Average Length of Stay:		180	Days
Total Component Cost:	\$34,800	- by	Estimated # to be served during funding period:		12
Estimated Average Cost Per Youth: \$2,900					
Applies to continuation programs only.	Actual number of youth admitted last fiscal year:		13		
	13	number of admissions Juvenile Court referred	100% of total admissions		
	0	number of admissions Law Enforcement referred	0% of total admissions		

SECTION III	COMPONENT SUMMARY
NAME OF COMPONENT:	Second Chance Counts Restitution
<p>1. Statement of the Problem: <i>In concise terminology, describe how the program will address continuum need(s) in the county.</i></p> <p>Second Chance Counts will implement strategies to divert juveniles from the Juvenile Justice system and provide them with productive opportunities to learn skills and gain experiences that contribute to more positive lifestyles and enhance their capacity to make better decisions. Each youth will participate in projects that provide services to the community in order to promote growth in building character and leadership skills. Recidivism and restitution will be reduced through positive interactions with their communities. Youth will give back to their community through:</p> <ul style="list-style-type: none"> • Learning to engage in positive interaction with their peers • Assisting adults and other individuals needing their help. • Environmental beautification • Habitat for Humanity • Working at the food pantry • Working in community gardens • Picking up trash • Providing assist to local school systems (depending on criminal record), volunteering at senior citizen centers or more complex such as beautifying a park. This may be a group activity or an individual project. 	
<p>2. Target Population: <i>Describe the target population, including age, and the steps taken to insure that the target population is served.</i></p> <p>The target population will be youth 6-17 years old referred by DPS/DJJ. All referrals will be accepted from Juvenile Court Counselors for youth of level 1 and 2 court involvement.</p>	
<p>3. Program Goal(s): <i>Provide a brief statement to describe the overall purpose of the program.</i></p> <p>The main goal of Second Chance Counts is to provide an avenue in which juveniles offenders of the law are held accountable for their delinquent behavior by performing community service and or restitution. Volunteer work supervisors will be utilized as positive role models who will offer clear and concrete instructions, support and positive feedback. As a result, the youth will gain a sense of responsibility for wrong doing, a sense of contributing to the community, an understanding of the victim's perspective and better image of self and self-control.</p>	
<p>4. Measurable Objective(s): <i>State in measurable terms (%) the intended effect of the program on specific undisciplined and/or delinquent behaviors. Example: anticipated reductions in court referrals, runaway behavior, disruptive behavior at school, anticipated improved school attendance and academic achievement. These objectives must include impact on participants.</i></p> <p>70% Clients successfully/satisfactorily completing the program will have no new adjudications in the 12 months following completion.</p> <p>70% Clients will demonstrate accountability by actively participating in restitution/community service activities.</p> <p>70% Clients will have no new complaints with an offense date after the admission date.</p> <p>70% Clients successfully/satisfactorily completing the program will have no new complaints in the 12 months following completion.</p> <p>70% Clients will successfully or satisfactorily complete services as intended by the program design/service plan.</p>	

SECTION III	COMPONENT SUMMARY
NAME OF COMPONENT:	Second Chance Counts Restitution
<p>70% Clients will complete restitution or community service within the timeframe permitted by JCPC policy.</p> <p>70% Clients will have no new adjudications for a complaint with an offense date after the admission date.</p>	
<p>5. Elevated Risks and Needs: <i>Describe how you will address one or more of the Elevated Risk and Needs of adjudicated juveniles listed in the local JCPC Request for Proposal.</i></p> <p>Second Chance Counts will assist youth with modifying negative behaviors with productive alternatives to getting them on the right track. Life skills training sessions will assist youth with improving self-esteem, communication, decision-making, time management, anger management, healthy relationships and social skills with peer interactions.</p>	

SECTION IV	COMPONENT NARRATIVE (attach for each component)
NAME OF COMPONENT:	Second Chance Counts Restitution
1. Location: <i>List physical address(es) and describe where program services are delivered.</i>	Second Chance Counts will be operating in Northampton County (CADA) office is located at 120 Sessoms Drive, Rich Square, North Carolina.
2. Operation: <i>Describe the daily/weekly schedule of program operation.</i>	Northampton County program will operate Monday through Thursday 12 AM to 6 PM. Saturdays and other days will be utilized based on scheduled events to meet the need of youth to be served.
3. Staff Positions: <i>Describe paid or volunteer position qualifications, (certifications, degrees, work experience) and position(s) responsibilities relative to this component.</i>	<p>One staff member (case manager) will be expected to have a four –year degree in social work or related field; three years experience in successful in community-based, education and family community. Experience working in community services with ability to communicate with disadvantaged youth. Staff will coordinate the program in Northampton County.</p> <p>Case Manager will be trained on how to build youth/case manager relationships, establish effective partnerships with juvenile justice staff and with other agencies in order to match youth with needed resources. The case manager will coordinate the services needed by the youth in order to achieve their goals through community partners or direct services. All activities will be supervised such as job placements, work sites, community service activities, school performance and peer interactions. Services will be monitored by-weekly to ensure that progress is being made by youth to ensure goals and outcomes are being met. Case Manager will also serve as a life coach, assisting youth with establishing and accomplishing personal goals and identifying barriers. A small case load is needed to allow the case manager the opportunity to focus on the specific need of each youth. Case manager will also implement in-house services along with community support services to provide workshops to participants on various topics to address areas of negative behaviors. Communication between case manager and juvenile justice staff will be ongoing throughout the program to make adjustments as needed.</p>
4. Service Type SPEP: <i>Describe implementation to include:</i>	Primary Service - Restitution / Community Service; Secondary Service - None
5. Admission Process: <i>Describe the specific referral, screening, admission process (including timeline), the staff responsible for making decisions about admissions and reasons why a referral may not be accepted.</i>	<p>Second Chance Counts referrals will be received from the Juvenile Justice system. When referrals are received; the Case Manager will coordinate services in order to meet the guidelines of the court order or diversion contract. These services will be a collaborative effort with community partners as well as direct services. A scheduled orientation with youth and parents to discuss guidelines of the program and the requirement of all parties involved. Documentation needing signatures will be completed during orientation. The number of hours and weeks of community services is set by DJJJ which outlines the time frame for services to be completed. Youth will be seen bi-weekly, individually or as a group depending on planned events. Community services activities will be scheduled according to work site assignments. Collaboration from all parties involved will determine the success of the youth involved in the Juvenile Justice system. The case manager will hold youth accountable for services to be performed in the community. Activities will be supervised and monitored at all times to ensure the safety of all parties involved</p>

SECTION IV	COMPONENT NARRATIVE (attach for each component)
NAME OF COMPONENT:	Second Chance Counts Restitution
	<p>6. Termination Process: <i>Describe the termination process to include the staff responsible for making decisions and the criteria for a successful termination, satisfactory termination, unsuccessful completion and non-compliant termination.</i></p> <p>Once youth have met the required hours of community service and restitution a written termination form within ten days will be sent to all juvenile terminated from the program and submit a copy to parent(s)/legal guidance(s), Court Counselor and all parties involved. Youth will be terminated from NC Allies system and copies of documentation put in all folders.</p> <p>If youth completed the program satisfactory or unsuccessfully they will refer for on-going support and aftercare to an appropriate community resource as needs are identified. This is a plan that will be developed by staff, juvenile, parent (s)/legal guardian(s), juvenile Court Counselor prior to termination from services.</p> <p><i>How is the referring agency involved with the termination process?</i></p> <p>Communication and Coordination of services will be ongoing between both parties to ensure the youth needs are being met or addressed. A monthly progress report will be submitted to the Court Counselor, juvenile, parent(s)/legal guidance(s) and the service provider stating concerns, prognosis and any progress that has or has not been made. All interested parties will be made aware of other planned scheduled group events.</p>
	<p>7. Referring Agency Interaction: <i>Describe the interaction with juvenile court counselors and/or other referring agencies including how client progress will be communicated.</i></p> <p>The case manager will have a vital role in working closely with Juvenile Justice staff throughout the program in order to keep court staff aware of participants' compliance or non-compliance within the court ordered guidelines. Communication and Coordination of services will be ongoing between both parties to ensure the youth needs are being met or addressed.</p>
	<p>8. Intervention/Treatment: <i>Describe specifically what the component will do to redirect inappropriate youth behavior or how the component will address the identified needs of the youth and family. What interventions will typically be utilized in this component and how will parents/guardians be involved?</i></p> <p>Second Chance Counts will teach youth and their families the importance of respecting other rights, personal property and the value of hard work. When inappropriate behaviors have to be redirected parents will be involved in activities that reinforce constructive feedback as well. Parents will be encouraged to participate in role play activities with their child.</p>
	<p>9. Best Practice Model: <i>Describe what model or evidence-supported/best practice the program is based upon.</i></p> <p>CADA has provided services to youth within the juvenile justice system dating back to 2003. The program was called Family Preservation which was geared toward impacting the lives of troubled youth, helping them find the right school settings, attending school regularly, adhere to curfews, participate in constructive activities with peers and learning to manage anger and conflict without getting into trouble. CADA operates Youth@Work programs in Bertie, Halifax, Hertford, Martin and Northampton counties that assist youth in promoting long term goals through leadership training defined as best practices.</p>

SECTION V	Terms of Agreement
<p>This section of the JCPC Program Application will ONLY be completed if approved for funding and will be included in the required JCPC Program Agreement document for completion.</p> <p>This Agreement is entered into by and between Department of Public Safety, (hereinafter referred to as the DPS), and County, (hereinafter referred to as the County), the County's Juvenile Crime Prevention Council (hereinafter referred to as the JCPC) and (hereinafter referred to as the Sponsoring Agency).</p> <p>The DPS, the County, the JCPC and the Sponsoring Agency do mutually agree as follows:</p>	
<p>Term of Agreement</p> <p>This Agreement shall become effective _____ and shall terminate _____.</p>	
<p>Payment to Sponsoring Agency</p> <p>All parties agree that services will be delivered as described in the approved JCPC Program Agreement and that JCPC funds will be disbursed in an amount not to exceed the amount \$_____ for the term of this agreement, unless amended by an approved JCPC Program Agreement Revision.</p>	
<p>Availability of Funds:</p> <p>All parties to this Agreement agree and understand that the payment of the sums specified in this JCPC Program Agreement budget is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the DPS.</p>	
<p>Responsibilities of the Parties</p> <p>DPS shall:</p> <ol style="list-style-type: none"> 1. Disburse funds monthly to County Governments, for payment to the Sponsoring Agency, from the Juvenile Crime Prevention Council (JCPC) fund appropriation by the General Assembly; 2. Reserve the right to suspend payment to the County for any non-compliance by the Sponsoring Agency with any reporting requirements set forth in the JCPC Policy and Procedures; 3. Notify in writing the County and Sponsoring Agency immediately if payments are suspended and again once payments resume; 4. Pay only for work as described in the JCPC Program Agreement provided by the Sponsoring Agency and approved subcontractors; 5. Provide technical assistance, orientation and training to the Sponsoring Agency, the County and the JCPC; 6. Monitor Sponsoring Agency's JCPC funded program(s) in accordance with JCPC Policy 3. Operations: Program Oversight and Monitoring; and 7. Notify parties entering into this Agreement of all due dates in a timely manner in order for reports to be submitted by the established due date. 	

The Sponsoring Agency shall:

1. Comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and/or authority;
2. Comply with all Federal and State laws relating to equal employment opportunity;
3. Keep as confidential and not divulge or make available to any individual or organization without the prior written approval of the DPS any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Sponsoring Agency under this Agreement;
4. Acknowledge that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Agreement;
5. Comply with the Juvenile Crime Prevention Policy and Procedures established by the DPS and the North Carolina Administrative Procedures;
6. Secure local match as required, pursuant to 14B NCAC 11B.0105, for the approved JCPC funds;
7. Create and adopt individualized guidelines specific to the funded program, while also adhering to JCPC Policy and Procedures established by DPS for all JCPC funded programs and for the specific program type for which they receive funding;
8. Ensure that state funds received are spent in accordance with the approved JCPC Program Agreement and be accountable for the legal and appropriate expenditure of those state funds;
9. Maintain reports, records, and other information to properly document services rendered and outcomes; also maintain an ability to send and receive electronic communication;
10. Have the capacity to use DPS electronic, internet-based system for tracking clients served;
11. Use generally accepted accounting procedures that guarantee the integrity of the expenditure of JCPC funds, maintain reports, records, and other information to properly account for the expenditure of all State funds provided to the Sponsoring Agency;
12. Receive from the North Carolina Division of Revenue a refund of all sales and use taxes paid by them in the performance of the JCPC Program Agreement, pursuant to N.C.G.S. §105-164.14(c); and exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports;
13. Submit JCPC Program Agreement Revisions, Third Quarter Accounting, Final Accounting and annual detailed check ledgers to the JCPC. These reports must be in accordance with the submission process as outlined in the JCPC Policy and Procedures established by DPS and with the due dates established by DPS;
14. Make personnel, reports, records and other information available to DPS, the County, the JCPC, and/or the State Auditor for oversight, monitoring and evaluation purposes;
15. Submit any other information requested by the JCPC, County or DPS;
16. Be responsible for the performance of all subcontractors as described in the JCPC Program Agreement;
17. Indemnifies and holds harmless DPS, the State of North Carolina, the County and any of their officers, agents and employees, from any claims of third parties arising out of any act or omission of the Sponsoring Agency in connection with the performance of the JCPC Program Agreement;
18. Receive permission and budgetary approval from DPS prior to using the JCPC Program Agreement as a part of any news release or commercial advertising and acknowledge DPS funding in partnership with the County;
19. Comply with DPS trainings and requirements regarding the United States Department of Justice national standards to prevent, detect, and respond to prison rape under the Prison Rape Elimination Act (PREA);

Reference: 14B; Chapter 11; Subchapter B, and in compliance with JCPC Policy 2: Operations: Program Operational Requirements

Sponsoring Agency Contractor(s)/Subcontractors

<input type="checkbox"/> Yes, subcontractors are included in the JCPC Program Agreement budget. <input type="checkbox"/> No, subcontractors are not included in the JCPC Program Agreement budget.
<p>If yes, the following only applies when subcontractors are providing services as described in the JCPC Program Agreement (listed in Line Item 190 of the budget).</p> <p>20. Receive prior approval from DPS in the form of an unsigned contract being submitted with the JCPC Program Agreement if any of the services described in the JCPC Program Agreement are provided by a subcontractor; <i>NOTE: Contracts signed by all parties must be submitted once the JCPC Program Agreement receives signed approval from DPS. Sponsoring Agencies will be notified requesting this information.</i></p> <p>21. Hold any contractor or subcontractor to which the Sponsoring Agency provides State funds accountable for the legal and appropriate expenditure of State funds, and to all applicable laws and Juvenile Crime Prevention Council Policies and Procedures;</p> <p>22. Ensure that all subcontractors provide all information necessary to comply with the standards set forth in the JCPC Program Agreement; and</p> <p>23. Be deemed an independent contractor in the performance of services described in the JCPC Program Agreement and as such shall be wholly responsible for the services to be performed and for the supervision of its employees. The Sponsoring Agency represents that it has, or shall secure at its own expense, all personnel required in performing the services as described in the JCPC Program Agreement. Such employees shall not be employees of, or have any individual contractual relationship with, DPS;</p> <p><u>The JCPC shall:</u></p> <ol style="list-style-type: none"> 1. Ensure the Sponsoring Agency uses JCPC funds for only the purposes DPS has approved in JCPC Program Agreement or JCPC Program Agreement Revision(s); 2. Comply with the Juvenile Crime Prevention Policy and Procedures established by DPS and the North Carolina Administrative Code; N.C.G.S. §143B-801(a);143B-602;143B-851 3. Review and locally approve Program Agreement Revisions received from the Sponsoring Agency and submit to the County in a timely manner; 4. Review and locally approve Third Quarter Accounting forms and submit to the County in order to meet the due date established by DPS; 5. Submit any other information requested by the County or DPS; and 6. Monitor the Sponsoring Agency's currently funded JCPC program(s) in accordance with JCPC Policy 3. Operations: Program Oversight and Monitoring <p><i>Reference: 14B NCAC 11B.0202 and JCPC Policy 1, 7, 8, 9, 10, and 11.</i></p> <p><u>The County shall:</u></p> <ol style="list-style-type: none"> 1. Ensure the Sponsoring Agency is appropriately licensed, and either a public agency or a 501 (c) 3 private non-

- profit organization;
2. Use JCPC funds only for the purposes DPS has approved in program agreements or program agreement revisions;
 3. Disburse JCPC funds monthly and oversee JCPC funds to the Sponsoring Agency in accordance with 14B NCAC 11B.0108
 4. Comply with the Juvenile Crime Prevention Policy and Procedures established by DPS and the North Carolina Administrative Procedures;
 5. Review and locally approve Program Agreement Revisions received from the Sponsoring Agency for final approval from DPS; and
 6. Review and locally approve Third Quarter and Final Accounting forms for the JCPC and all JCPC funded programs according to the procedures and due dates established by DPS.

Reference: 14B; Chapter 11; Subchapter B; JCPC Policy 3, 7, 8, 9, 10, and 11

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

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

Assignment: No assignment of the Sponsoring Agency's obligations or the Sponsoring Agency's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, DPS may:

(a) Forward the Sponsoring Agency's payment check(s) directly to any person or entity designated by the Program Manager, or

(b) Include any person or entity designated by Sponsoring Agency as a joint payee on the Sponsoring Agency's payment check(s).

In no event shall such approval and action obligate DPS or County Government to anyone other than the Sponsoring Agency and the Sponsoring Agency shall remain responsible for fulfillment of all Program Agreement obligations.

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

Property Rights

Intellectual Property - All deliverable items produced pursuant to this Program Agreement are the exclusive property of DPS. The Sponsoring Agency shall not assert a claim of copyright or other property interest in such deliverables.

Physical Property - the Sponsoring Agency agrees that it shall be responsible for the proper custody and care of any property purchased for or furnished to it for use in connection with the performance of this Program Agreement and will reimburse DPS for loss of, or damage to, such property. At the termination of this Program Agreement, the Sponsoring Agency, County Government, and JCPC shall follow the guidelines for disposition of property set forth in Administrative Code and JCPC policy.

Reference: 14B NCAC 11B.0110; JCPC Policy 7. Fiscal Accounting and Budgeting: Audit Requirements

Disbursements and Internal Controls

Reversion of Unexpended Funds

Any remaining unexpended JCPC funds DPS disbursed to the County for the Sponsoring Agency must be refunded/ reverted back to DPS at the close of fiscal year or upon termination of this Agreement.

Accountability for Funds

Audit Requirement - Local Government or Public Authority Requirements

Local Government or Public Authorities in accordance with N.C.G.S. §159-34 must have an audit performed in conformity with generally accepted auditing standards. The audit shall evaluate the performance of a unit of local government or public authority with regard to compliance with all applicable Federal and State agency regulations. This audit, combined with the audit of financial accounts, shall be deemed to be the single audit described by the "Federal Single Audit Act of 1984".

Audit Requirement – Non-Governmental Entities: An audit, when required by law, or requested by the County or DPS shall be performed in conformity with generally accepted auditing standards and audits of non-governmental entities, both for-profit and not-for-profit, and must meet the requirements of OMB Circular A-133. At a minimum, the required report shall include the financial statements prepared in accordance with generally accepted accounting principles, all disclosures in the public interest required by law, and the auditor's opinion and comments relating to financial statements. The audit report must be submitted to the State Auditor's office as required by law, to the County and DPS, and to other recipients as appropriate within nine (9) months after the end of your program's fiscal year.

Oversight

Access to Persons and Records: The State Auditor shall have access to persons and records as a result of all Program Agreements entered into by State agencies or political subdivisions in accordance with N.C.G.S. §147-64.7. Additionally, as the State funding authority, DPS shall have access to persons and records as a result of all Program Agreements entered into by State agencies or political subdivisions.

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

No Overdue Tax Debt -Not for profit organizations ONLY will comply with this section. Form must be attached to the Program Agreement upon submission.

The Sponsoring Agency shall be responsible for the payment of all State, local, and Federal taxes. Consistent with N.C.G.S. § 143C-6-23 (c), not for profit organizations shall file with DPS and the County a written statement completed by that Sponsoring Agency's board of directors or other governing body, stating that the Sponsoring Agency does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the Federal, State, or local level. This written statement, *Certification of No Overdue Tax Debts*, shall be completed by the Sponsoring Agency and attached to the Program Agreement upon submission.

Conflict of Interest -Not for profit organizations ONLY will comply with this section. Form must be attached to the Program Agreement upon submission.

Consistent with the N.C.G.S. §143C-6-23 (b), not for profit organizations shall file with DPS and the County a copy of that Sponsoring Agency's policy addressing conflicts of interest that may arise involving the Sponsoring Agency's management employees and the members of its board of directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the Sponsoring Agency's employees or members of its board or other governing body, from the Sponsoring Agency's disbursing of State funds and shall include actions to be taken by the Sponsoring Agency or the individual, or both to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed before the County or DPS may disburse any funds. The Sponsoring Agency shall also complete the DPS Conflict of Interest Policy Statement (*Form DPS 13 001*) and attach the statement and the Sponsoring Agency's policy addressing conflicts of interest to the JCPC Program Agreement upon submission.

Amendment: This Agreement may not be amended orally or by performance. Any amendment must be requested by the Sponsoring Agency through submission of a JCPC

Program Agreement Revision and executed by duly authorized representatives of DPS, the County Government, JCPC and Sponsoring Agency.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Program Agreement violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Program Agreement shall remain in full force and effect.

Termination for Cause: If, through any cause, the Sponsoring Agency shall fail to fulfill its obligations under this Program Agreement in a timely and proper manner, DPS shall have the right to terminate this Program Agreement by giving written notice to the Sponsoring Agency and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Sponsoring Agency under this Program Agreement shall, at the option of DPS, become its property and the Sponsoring Agency shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Sponsoring Agency shall not be relieved of liability to DPS for damages sustained by DPS by virtue of the Sponsoring Agency's breach of this agreement, and DPS may withhold any payment due the Sponsoring Agency for the purpose of setoff until such time as the exact amount of damages due DPS from such breach can be determined. The filing of a petition for bankruptcy by the Sponsoring Agency shall be an act of default under this Program Agreement.

Termination without Cause: DPS, the County Government, or the Sponsoring Agency may terminate this Agreement at any time and without cause by giving at least thirty (30) days advance written notice to the other. If this Program Agreement is terminated by DPS as provided herein, the Sponsoring Agency shall be reimbursed on a pro rata basis for services satisfactorily provided to DPS under this Program Agreement prior to Program Agreement termination.

Waiver of Default: Waiver by DPS of any default or breach in compliance with the terms of this Program Agreement by the Sponsoring Agency shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this Program Agreement unless stated to be such in writing, signed by an authorized representative of DPS, County Government, the JCPC and the Sponsoring Agency and attached to the Program Agreement.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Program Agreement expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

END OF SECTION V – Terms of Agreement

SECTION VI: BUDGET NARRATIVE			
Second Chance Counts		Fiscal Year	FY 16-17
Item #	Justification	Expense	In Kind Expense
120	Case Manager 920 hrs./sk 13.46 x 52 weeks)	\$13,998	
180	Workforce Development Coordinator (2hrs/wk x 52 weeks + benefits)		\$2,900
180	Workers Compensation (13,998 x 2.4%)	\$336	
180	FICA (13998 X 7.65%)	\$1,071	
180	Retirement (13,998 x 3%)	\$420	
180	Medical and Dental Insurance (511.15 x12 x5)	\$3,067	
180	Unemployment Insurance (21,700 x 2.988 % x 5)	\$324	
180	Life Insurance (.8% x 30,000 x .5)	\$120	
220	After school activities and snacks	\$750	
230	Educational Materials & Training for clients and Volunteers	\$1,170	
260	Office Supplies (paper, pens ink cartridges, other general office supplies	\$1,500	
290	Other Supplies and Materials needed for Participants and Program	\$1,000	
310	Administrative Travel @ 35 per mile, hotel fees	\$1,200	
390	Administrative Support (Approved Indirect Cost Rate 13.92% x 13,998 salaries)	\$1,949	
390	Restitution Bank	\$4,345	
440	Program portion of Copier Maintenance Contract	\$300	
440	Program portion of insurance / participants insurance	\$350	
TOTAL		\$31,900	\$2,900

Job Title	Annual Expense Wages	Annual In Kind Wages
Case Manager-To schedule events, keep folders, collaboration with court counselor	\$13,998	
TOTAL	\$13,998	

SECTION VII		Program: Second Chance Counts	
Fiscal Year: FY 16-17		Number of Months: 8	
	Cash	In Kind	Total
I. Personnel Services	\$19,336	\$2,900	\$22,236
120 Salaries & Wages	\$13,998		\$13,998
180 Fringe Benefits	\$5,338	\$2,900	\$8,238
190 Professional Services*			\$0
*Contracts MUST be attached			
II. Supplies & Materials	\$4,420		\$4,420
210 Household & Cleaning			\$0
220 Food & Provisions	\$750		\$750
230 Education & Medical	\$1,170		\$1,170
240 Construction & Repair			\$0
250 Vehicle Supplies & Materials			\$0
260 Office Supplies and Materials	\$1,500		\$1,500
280 Heating & Utility Supplies			\$0
290 Other Supplies and Materials	\$1,000		\$1,000
III. Current Obligations & Services	\$7,494		\$7,494
310 Travel & Transportation	\$1,200		\$1,200
320 Communications			\$0
330 Utilities			\$0
340 Printing & Binding			\$0
350 Repairs & Maintenance			\$0
370 Advertising			\$0
380 Data Processing			\$0
390 Other Services	\$6,294		\$6,294
IV. Fixed Charges & Other Expenses	\$650		\$650
410 Rental or Real Property			\$0
430 Equipment Rental			\$0
440 Service and Maint. Contracts	\$650		\$650
450 Insurance & Bonding			\$0
490 Other Fixed Charges			\$0
V. Capital Outlay			\$0
[This Section Requires Cash Match]			
510 Office Furniture & Equipment			\$0
530 Educational Equipment			\$0
540 Motor Vehicle			\$0
550 Other Equipment			\$0
580 Buildings, Structure & Improv.			\$0
Total	\$31,900	\$2,900	\$34,800

SECTION VIII		SOURCES OF PROGRAM REVENUE (ALL SOURCES)	
FY 16-17 Northampton County Funding ID: 866-XXXX			
Sponsoring Agency: Choanoke Area Development Association, Inc. Program: Second Chance Counts			
\$29,000	DPS/JCPC Funds	* This is the amount of your request on your application	
10%	Local Match Rate	Is the Local Match Rate 10%, 20% or 30%?	
\$2,900	County Cash	Northampton	(Specify Source)
	Local Cash		(Specify Source)
	Local Cash		(Specify Source)
\$2,900	Local In-Kind	Workforce Development Coordinator	(Specify Source)
	Other		(Specify Source)
	Other		(Specify Source)
	Other		(Specify Source)
	Other		(Specify Source)
\$34,800	TOTAL	\$2,900	\$5,800
		Required Local Match	Match Provided

We, the undersigned, have reviewed this JCPC Program Application to be presented to the Juvenile Crime Prevention Council of this County in accordance with the procedures established by the local Juvenile Crime Prevention Council. Agencies seeking funding must be able to meet the applicable requirements of the North Carolina General Statutes, Administrative Code, and the Division of Adult Correction and Juvenile Justice.

We understand and acknowledge that the approval process is first with the Juvenile Crime Prevention Council, second with the County Board of Commissioners, and the final authority with the Department of Public Safety, Division of Adult Correction and Juvenile Justice.

All parties understand that the availability of funds is contingent upon the appropriation of those funds by the General Assembly of the State of North Carolina.

Chair, County Board of Commissioners or County Finance Director

Date

Chair, Juvenile Crime Prevention Council

Date

Olivia J. Taylor

4/4/16

Program Manager

Date



North Carolina Department of Public Safety

JCPC Program - Program Application

SECTION I A	SPONSORING AGENCY AND PROGRAM INFORMATION		
FUNDING PERIOD:	FY 16-17	DPS/JCPC FUNDING # (cont only)	866-XXXX
COUNTY:	Northampton	AREA:	Eastern Area
Multi-County:	No	Multi-Components:	No
NAME OF PROGRAM:		Northampton Vocational Jobs Program	

SPONSORING AGENCY:	Methodist Home for Children		
SPONSORING AGENCY PHYSICAL ADDRESS:	1041 Washington Street Raleigh NC 27605		
SPONSORING AGENCY MAILING ADDRESS:	1041 Washington Street Raleigh NC 27605		
TYPE:	Non-Profit	FEDERAL ID #	56-0547482

COMPONENT ID #	NAME OF PROGRAM COMPONENT	PROGRAM TYPE	TOTAL COST OF EACH COMPONENT
14196	Northampton Vocational Jobs Program	Vocational Skills	\$ 34,459
Total cost of components:			\$ 34,459

Program Manager Name & Address *(same person on signature page)*

Name:	Kenneth Perry		Title:	Vice President of Operations	
Mailing Address:	1041 Washington Street		City:	Raleigh	Zip: 27605
Phone:	(919) 754-3632	Fax:	(919) 755-1833	E-mail:	kperry@mhfc.org

Contact Person *(if different from program manager)*

Name:	Kenneth Perry		Title:	Vice President of Operations	
Mailing Address:	1041 Washington Street		City:	Raleigh	Zip: 27605
Phone:	(919) 754-3632	Fax:	(919) 755-1833	E-mail:	kperry@mhfc.org

Program Fiscal Officer *(cannot be program manager)*

Name:	Peter Williams		Title:	CFO	
Mailing Address:	1041 Washington Street		City:	Raleigh	Zip: 27605
Phone:	(919) 754-3641	Fax:	(919) 755-1833	E-mail:	pwilliams@mhfc.org

SECTION I B	PROGRAM COMPONENT DESCRIPTION
COMPONENT ID #	COMPONENT INFORMATION
14198	<p>NAME OF COMPONENT: Northampton Vocational Jobs Program</p> <p>BRIEF DESCRIPTION: A Vocational Jobs program with supplemental services of interpersonal skill development will be offered. The program is modeled after the CRAFT program, listed as one of OJJDP's model program. Methodist Home will also utilize components of the evidence-based model of care titled, Families First; adapted from the Utah Youth Villages Teaching Family Association (TFA) certified program. The Vocational Jobs program serves referred Level II and/or at-risk youth for up to 6 months (24 weeks).</p>

SECTION II		COMPONENT STATISTICAL INFORMATION			
Multi-Components No					
Component Service Statistics		PROGRAM COMPONENT INFORMATION - APPLICATION YEAR			
Component Name: Northampton Vocational Jobs Program				Component ID # 14198	
What is this component's maximum client capacity at any given time?				2	
Frequency of client contact per month:	6	Anticipated Average Length of Stay:	180	Days	
Total Component Cost:	\$34,459	+ by	Estimated # to be served during funding period:	5	
Estimated Average Cost Per Youth:		\$6,892			
Applies to continuation programs only.	Actual number of youth admitted last fiscal year:		4		
	4	number of admissions Juvenile Court referred	100% of total admissions		
	0	number of admissions Law Enforcement referred	0% of total admissions		

SECTION III	COMPONENT SUMMARY
NAME OF COMPONENT:	Northampton Vocational Jobs Program
<p>1. Statement of the Problem: <i>In concise terminology, describe how the program will address continuum need(s) in the county.</i></p> <p>According to the Northampton County's assessments of needs, County Risk Data and Level II Disposition Youth over the last three years, a vocational and job program can provide an alternative intermediary service option for youth involved with the Division of Juvenile Justice. Continuing this service will maintain an appropriate service capacity and options for Northampton County address the needs of juvenile justice population. The program will address the needs for youth to make better use of time, to reduce suspension and expulsion school issues.</p> <p>We plan to use the Vocational Jobs program to address youth afterschool time as well as provide supplemental services of interpersonal skills training. This service offers the ability to monitor the youth daily, create time for more extensive service planning to occur, and teach the youth social skills that will lead to reducing behaviors that have led to suspensions and expulsions in the public school system which is one of the identified areas of concern.</p> <p>This proposal will create the option to serve up to 5 Level II and/or at-risk juveniles in the vocational job program. The goal will be to have 5 job placements in the county. Placements will last up to 6 months (24 weeks), unless the Chief Court Counselor identifies a longer length of service is needed.</p>	
<p>2. Target Population: <i>Describe the target population, including age, and the steps taken to insure that the target population is served.</i></p> <p>A) Age Range: We will serve youth between the ages of 14 and 17 in the Vocational Jobs Program.</p> <p>B) Gender: Both male and female youth will be served.</p> <p>C) Number of youth to be served by this program: The program will have the capacity to serve up to 5 placements per year.</p> <p>D) Projected cost per youth: \$6892 per youth.</p> <p>E) Behaviors you are targeting: Targeted behaviors and Skill Achievement for the family include, but are not limited to: communication, setting clear limits and boundaries, problem solving, anger management, establishing expectations, accessing resources, planning and scheduling. Targeted behaviors and Skill Achievement for the youth include, but are not limited to: respect for adult and authority figures, meeting educational/vocational expectations, following rules and laws, avoiding high-risk behaviors (including substance abuse and gang activity), increasing youth's positive social skills, decreasing unacceptable school behavior, and increasing school attendance.</p>	
<p>3. Program Goal(s): <i>Provide a brief statement to describe the overall purpose of the program.</i></p> <p>The overall purpose of this program is to provide Court Counselors with an alternative service option for Level II and/or at-risk youth and to assist the youth with gaining interpersonal skills that lead to positive changes in their behaviors.</p>	

SECTION III	COMPONENT SUMMARY
NAME OF COMPONENT:	Northampton Vocational Jobs Program
	<p>4. Measurable Objective(s): <i>State in measurable terms (%) the intended effect of the program on specific undisciplined and/or delinquent behaviors. Example: anticipated reductions in court referrals, runaway behavior, disruptive behavior at school, anticipated improved school attendance and academic achievement. These objectives must include impact on participants.</i></p> <p>75% Clients will reduce specific problem behaviors presented at referral and targeted in the individual service plan.</p> <p>75% Clients will increase overall knowledge of vocational skills or readiness to enter the workforce.</p> <p>75% Clients will successfully or satisfactorily complete services as intended by the program design/service plan.</p> <p>75% Clients successfully/satisfactorily completing the program will have no new complaints in the 12 months following completion.</p> <p>75% Clients will actively participate in vocational skill building activities as intended by the program design/service plan.</p> <p>75% Clients will have no new adjudications for a complaint with an offense date after the admission date.</p> <p>75% Clients successfully/satisfactorily completing the program will have no new adjudications in the 12 months following completion.</p> <p>75% Clients will have no new complaints with an offense date after the admission date.</p>
	<p>5. Elevated Risks and Needs: <i>Describe how you will address one or more of the Elevated Risk and Needs of adjudicated juveniles listed in the local JCPC Request for Proposal.</i></p> <p>Through the JCPC assessment, the group identified two major areas of concern as: 1) the number of school suspensions and expulsions resulting from poor school attendance and inappropriate behaviors in the school setting, and 2) unproductive use of youths' free time. The risk data for Northampton County shows that there is a rate of 69% of youth experiencing serious school problems.</p>

SECTION IV	COMPONENT NARRATIVE (attach for each component)
NAME OF COMPONENT:	Northampton Vocational Jobs Program
1. Location: <i>List physical address(es) and describe where program services are delivered.</i>	The location for the services will vary since the program will want to allow the youth to practice and use skills in multiple places. These services could occur at the job site, local churches, and/or community centers.
2. Operation: <i>Describe the daily/weekly schedule of program operation.</i>	The programs will operate throughout the week, weekends, and evenings based on the needs of the youths and the families. Both the supervisor and specialist are on call 24 hours per day. They are available during planned as well as crisis times to give and seek program and case supervision. The supervisor and specialist work flexible schedules, including late evenings and weekends, to meet the needs of the youth and families.
3. Staff Positions: <i>Describe paid or volunteer position qualifications, (certifications, degrees, work experience) and position(s) responsibilities relative to this component.</i>	<p>The Program will have a 10% time Program Supervisor and a 50% time Vocational Specialist. The program supervisor manages the overall program, recruits employers and provides updates for the JCPC.</p> <p>The Specialist will have regular supervision with the Program Supervisor to discuss current cases, to review required documentation, and to ensure fidelity of the model of care is in place.</p> <p>One Vocational Specialist (VS) will work with two youth at a time, is responsible for the weekly job skills and interpersonal sessions and providing the weekly updates to the court counselors. The Vocational Specialist helps ensure that the treatment plan is carried out as prescribed. The VS provides the job coaching, helps the youth find a job, assists the youth with interpersonal skill acquisition, provides the parent orientation to the program as well as assist with the parent training. The VS has, at minimum, a bachelor's level related degree and 2 years of experience working in the human services field. The supervisor has a master's degree in the human service field and/or has an undergraduate degree with multiple years of experience.</p>
4. Service Type SPEP: <i>Describe implementation to include:</i>	Primary Service - Vocational counseling; Secondary Service - None
5. Admission Process: <i>Describe the specific referral, screening, admission process (including timeline), the staff responsible for making decisions about admissions and reasons why a referral may not be accepted.</i>	The Court Counselors and MHC staff will meet and develop the criteria for admission, periodic updates, discharges, data collection, and all necessary documentation. The Program Supervisor will meet with the Chief Court Counselor and determine the referral process and required documentation. Methodist Home currently provides similar services in other counties and will share the process and referral form used in those counties with the Chief Court Counselor. We anticipate the placement length of stay will be 6 months, with the option to extend with mutual consent.
6. Termination Process: <i>Describe the termination process to include the staff responsible for making decisions and the criteria for a successful termination, satisfactory termination, unsuccessful completion and non-compliant termination.</i>	Prior to the end of services, the Specialist meets with the court counselor, the youth, and family to determine if

SECTION IV	COMPONENT NARRATIVE (attach for each component)
NAME OF COMPONENT:	Northampton Vocational Jobs Program
	<p>termination is appropriate based on the completion of program goals. These goals center on safety and stability issues along with family functioning issues at home and in the community. At the conclusion of services, a termination summary is completed and placed in the juvenile's file. A reason which may result in less than successful or satisfactory termination is the lack of motivation of the youth and family to participate. Motivation and readiness for change impacts the youth's ability to make lasting changes.</p> <p><i>How is the referring agency involved with the termination process?</i></p> <p>Prior to the end of services, the Specialist meets with the court counselor, the youth, and family to determine if termination is appropriate based on the completion of program goals. These goals center on safety and stability issues along with family functioning issues at home and in the community. At the conclusion of services, a termination summary is completed and placed in the juvenile's file. A reason which may result in less than successful or satisfactory termination is the lack of motivation of the youth and family to participate. Motivation and readiness for change impacts the youth's ability to make lasting changes.</p>
	<p>7. Referring Agency Interaction: <i>Describe the interaction with juvenile court counselors and/or other referring agencies including how client progress will be communicated.</i></p> <ul style="list-style-type: none"> - The Vocational Specialist will serve as the primary contact for the County. - Vocational Specialists and Juvenile Court staff will communicate proactively to ensure strong utilization of services and capacity/census. - Methodist Home Staff will participate in DJJDP staffings, monthly JCPC meetings and will be available for court and any other meetings and appointments. - Weekly contact with court counselors will occur either by written reports, e-mails or direct face to face contact. - Staff will prepare and deliver reports during monthly JCPC meetings and at any other times needed. - Proactive and ongoing communication around successes, needs, barriers, concerns, appointments and information regarding the youth should be routine and professional.
	<p>8. Intervention/Treatment: <i>Describe specifically what the component will do to redirect inappropriate youth behavior or how the component will address the identified needs of the youth and family. What interventions will typically be utilized in this component and how will parents/guardians be involved?</i></p> <p>A Vocational Jobs program with supplemental services of interpersonal skill development will be offered. The program is modeled after the CRAFT program that is listed as one of OJJDP's model program. The Vocational Jobs program will allow referred Level II youth to participate in the program for up to 6 months (24 weeks). The program will offer assistance with locating a job and job skills development. The youth will meet 2-3 times a week in the community to get help with job skills, interpersonal skills that will be helpful when seeking employment as well as directed at behavioral and attendance issues at school. Whenever it is appropriate, youth will participate in a certificate program at the local community college. Skill acquisition for the youth and interpersonal and job skills development will occur by identifying strengths and deficits and providing time to practice and role play situations that will likely occur at home, at school and in the community.</p> <p>Job Assessment Tool – A job skills assessment will be completed by the VS to make the best job site placement match.</p> <p>Job Site Placement – Each juvenile will be placed in a job. While they are working, they will also be pursuing a certificate at the local community college, if applicable. Any time spent pursuing their certificate will be treated as on-the-job training.</p>

SECTION IV	COMPONENT NARRATIVE (attach for each component)
NAME OF COMPONENT:	Northampton Vocational Jobs Program
	<p>Interpersonal Skills – the VS will conduct social skills and job skills sessions 2-3 times a week at a designated location in the community. During these sessions, the youth will receive feedback about work site performance and receive coaching with identified job skills and social skills deficits that may prevent them from doing well at work, at school or in their community.</p> <p>Transportation – The program will ensure that all youth participating in the program have adequate transportation to and from their work sites. This will happen by making funds available to cover the cost of a transportation voucher, staff transporting or a negotiated arrangement with parents.</p> <p>Parent Orientation – Parents will receive program orientation information and be asked to support their child by being positive about their job situation, monitoring and accurately reporting how the youth does at home, in the community and at work, as well as negotiating with the VS when they can assist with transportation.</p> <p>Employer Orientation – Potential employers will participate in an orientation session with the purpose of educating them regarding the population served, discussing realistic expectations, and providing information on support systems for both the employer and the youth employee.</p>
	<p>9. Best Practice Model: <i>Describe what model or evidence-supported/best practice the program is based upon.</i></p> <p>Methodist Home for Children will utilize the CRAFT model in addition to the evidence-based model of care titled, "Families First," adapted from the Utah Youth Villages Teaching Family Association (TFA) certified program. This model of care allows flexibility for youths and their families to move through Six Phases at a monitored pace that is most effective for them. It is systemic, structured, strength-focused, and encourages healthy independence in behaviors and goal attainment.</p>

SECTION V	Terms of Agreement
<p>This section of the JCPC Program Application will ONLY be completed if approved for funding and will be included in the required JCPC Program Agreement document for completion.</p>	
<p>This Agreement is entered into by and between Department of Public Safety, (<i>hereinafter referred to as the DPS</i>), and County, (<i>hereinafter referred to as the County</i>), the County's Juvenile Crime Prevention Council (<i>hereinafter referred to as the JCPC</i>) and (<i>hereinafter referred to as the Sponsoring Agency</i>).</p>	
<p>The DPS, the County, the JCPC and the Sponsoring Agency do mutually agree as follows:</p>	
<p>Term of Agreement</p>	
<p>This Agreement shall become effective _____ and shall terminate _____.</p>	
<p>Payment to Sponsoring Agency</p>	
<p>All parties agree that services will be delivered as described in the approved JCPC Program Agreement and that JCPC funds will be disbursed in an amount not to exceed the amount \$ _____ for the term of this agreement, unless amended by an approved JCPC Program Agreement Revision.</p>	
<p>Availability of Funds:</p>	
<p>All parties to this Agreement agree and understand that the payment of the sums specified in this JCPC Program Agreement budget is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the DPS.</p>	
<p>Responsibilities of the Parties</p>	
<p>DPS shall:</p> <ol style="list-style-type: none"> 1. Disburse funds monthly to County Governments, for payment to the Sponsoring Agency, from the Juvenile Crime Prevention Council (JCPC) fund appropriation by the General Assembly; 2. Reserve the right to suspend payment to the County for any non-compliance by the Sponsoring Agency with any reporting requirements set forth in the JCPC Policy and Procedures; 3. Notify in writing the County and Sponsoring Agency immediately if payments are suspended and again once payments resume; 4. Pay only for work as described in the JCPC Program Agreement provided by the Sponsoring Agency and approved subcontractors; 5. Provide technical assistance, orientation and training to the Sponsoring Agency, the County and the JCPC; 6. Monitor Sponsoring Agency's JCPC funded program(s) in accordance with JCPC Policy 3. Operations: Program Oversight and Monitoring; and 7. Notify parties entering into this Agreement of all due dates in a timely manner in order for reports to be submitted by the established due date. 	

The Sponsoring Agency shall:

1. Comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and/or authority;
2. Comply with all Federal and State laws relating to equal employment opportunity;
3. Keep as confidential and not divulge or make available to any individual or organization without the prior written approval of the DPS any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Sponsoring Agency under this Agreement;
4. Acknowledge that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Agreement;
5. Comply with the Juvenile Crime Prevention Policy and Procedures established by the DPS and the North Carolina Administrative Procedures;
6. Secure local match as required, pursuant to 14B NCAC 11B.0105, for the approved JCPC funds;
7. Create and adopt individualized guidelines specific to the funded program, while also adhering to JCPC Policy and Procedures established by DPS for all JCPC funded programs and for the specific program type for which they receive funding;
8. Ensure that state funds received are spent in accordance with the approved JCPC Program Agreement and be accountable for the legal and appropriate expenditure of those state funds;
9. Maintain reports, records, and other information to properly document services rendered and outcomes; also maintain an ability to send and receive electronic communication;
10. Have the capacity to use DPS electronic, internet-based system for tracking clients served;
11. Use generally accepted accounting procedures that guarantee the integrity of the expenditure of JCPC funds, maintain reports, records, and other information to properly account for the expenditure of all State funds provided to the Sponsoring Agency;
12. Receive from the North Carolina Division of Revenue a refund of all sales and use taxes paid by them in the performance of the JCPC Program Agreement, pursuant to N.C.G.S. §105-164.14(c); and exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports;
13. Submit JCPC Program Agreement Revisions, Third Quarter Accounting, Final Accounting and annual detailed check ledgers to the JCPC. These reports must be in accordance with the submission process as outlined in the JCPC Policy and Procedures established by DPS and with the due dates established by DPS;
14. Make personnel, reports, records and other information available to DPS, the County, the JCPC, and/or the State Auditor for oversight, monitoring and evaluation purposes;
15. Submit any other information requested by the JCPC, County or DPS;
16. Be responsible for the performance of all subcontractors as described in the JCPC Program Agreement;
17. Indemnifies and holds harmless DPS, the State of North Carolina, the County and any of their officers, agents and employees, from any claims of third parties arising out of any act or omission of the Sponsoring Agency in connection with the performance of the JCPC Program Agreement;
18. Receive permission and budgetary approval from DPS prior to using the JCPC Program Agreement as a part of any news release or commercial advertising and acknowledge DPS funding in partnership with the County;
19. Comply with DPS trainings and requirements regarding the United States Department of Justice national standards to prevent, detect, and respond to prison rape under the Prison Rape Elimination Act (PREA);

Reference: 14B; Chapter 11; Subchapter B, and in compliance with JCPC Policy 2: Operations; Program Operational Requirements

Sponsoring Agency Contractor(s)/Subcontractors

<input type="checkbox"/> Yes, subcontractors are included in the JCPC Program Agreement budget. <input type="checkbox"/> No, subcontractors are not included in the JCPC Program Agreement budget.
<p>If yes, the following only applies when subcontractors are providing services as described in the JCPC Program Agreement (listed in Line Item 190 of the budget).</p> <p>20. Receive prior approval from DPS in the form of an unsigned contract being submitted with the JCPC Program Agreement if any of the services described in the JCPC Program Agreement are provided by a subcontractor; <i>NOTE: Contracts signed by all parties must be submitted once the JCPC Program Agreement receives signed approval from DPS. Sponsoring Agencies will be notified requesting this information.</i></p> <p>21. Hold any contractor or subcontractor to which the Sponsoring Agency provides State funds accountable for the legal and appropriate expenditure of State funds, and to all applicable laws and Juvenile Crime Prevention Council Policies and Procedures;</p> <p>22. Ensure that all subcontractors provide all information necessary to comply with the standards set forth in the JCPC Program Agreement; and</p> <p>23. Be deemed an independent contractor in the performance of services described in the JCPC Program Agreement and as such shall be wholly responsible for the services to be performed and for the supervision of its employees. The Sponsoring Agency represents that it has, or shall secure at its own expense, all personnel required in performing the services as described in the JCPC Program Agreement. Such employees shall not be employees of, or have any individual contractual relationship with, DPS;</p> <p><u>The JCPC shall:</u></p> <ol style="list-style-type: none"> 1. Ensure the Sponsoring Agency uses JCPC funds for only the purposes DPS has approved in JCPC Program Agreement or JCPC Program Agreement Revision(s); 2. Comply with the Juvenile Crime Prevention Policy and Procedures established by DPS and the North Carolina Administrative Code; N.C.G.S. §143B-801(a);143B-602;143B-851 3. Review and locally approve Program Agreement Revisions received from the Sponsoring Agency and submit to the County in a timely manner; 4. Review and locally approve Third Quarter Accounting forms and submit to the County in order to meet the due date established by DPS; 5. Submit any other information requested by the County or DPS; and 6. Monitor the Sponsoring Agency's currently funded JCPC program(s) in accordance with JCPC Policy 3. Operations: Program Oversight and Monitoring <p><i>Reference: 14B NCAC 11B.0202 and JCPC Policy 1, 7, 8, 9, 10, and 11.</i></p> <p><u>The County shall:</u></p> <ol style="list-style-type: none"> 1. Ensure the Sponsoring Agency is appropriately licensed, and either a public agency or a 501 (c) 3 private non-

- profit organization;
2. Use JCPC funds only for the purposes DPS has approved in program agreements or program agreement revisions;
 3. Disburse JCPC funds monthly and oversee JCPC funds to the Sponsoring Agency in accordance with 14B NCAC 11B.0108
 4. Comply with the Juvenile Crime Prevention Policy and Procedures established by DPS and the North Carolina Administrative Procedures;
 5. Review and locally approve Program Agreement Revisions received from the Sponsoring Agency for final approval from DPS; and
 6. Review and locally approve Third Quarter and Final Accounting forms for the JCPC and all JCPC funded programs according to the procedures and due dates established by DPS.

Reference: 14B; Chapter 11; Subchapter B; JCPC Policy 3, 7, 8, 9, 10, and 11

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

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

Assignment: No assignment of the Sponsoring Agency's obligations or the Sponsoring Agency's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, DPS may:

(a) Forward the Sponsoring Agency's payment check(s) directly to any person or entity designated by the Program Manager, or

(b) Include any person or entity designated by Sponsoring Agency as a joint payee on the Sponsoring Agency's payment check(s).

In no event shall such approval and action obligate DPS or County Government to anyone other than the Sponsoring Agency and the Sponsoring Agency shall remain responsible for fulfillment of all Program Agreement obligations.

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

Property Rights

Intellectual Property - All deliverable items produced pursuant to this Program Agreement are the exclusive property of DPS. The Sponsoring Agency shall not assert a claim of copyright or other property interest in such deliverables.

Physical Property - the Sponsoring Agency agrees that it shall be responsible for the proper custody and care of any property purchased for or furnished to it for use in connection with the performance of this Program Agreement and will reimburse DPS for loss of, or damage to, such property. At the termination of this Program Agreement, the Sponsoring Agency, County Government, and JCPC shall follow the guidelines for disposition of property set forth in Administrative Code and JCPC policy.

Reference: 14B NCAC 11B.0110; JCPC Policy 7, Fiscal Accounting and Budgeting; Audit Requirements

Disbursements and Internal Controls

Reversion of Unexpended Funds

Any remaining unexpended JCPC funds DPS disbursed to the County for the Sponsoring Agency must be refunded/ reverted back to DPS at the close of fiscal year or upon termination of this Agreement.

Accountability for Funds

Audit Requirement - Local Government or Public Authority Requirements

Local Government or Public Authorities in accordance with N.C.G.S. §159-34 must have an audit performed in conformity with generally accepted auditing standards. The audit shall evaluate the performance of a unit of local government or public authority with regard to compliance with all applicable Federal and State agency regulations. This audit, combined with the audit of financial accounts, shall be deemed to be the single audit described by the "Federal Single Audit Act of 1984".

Audit Requirement – Non-Governmental Entities: An audit, when required by law, or requested by the County or DPS shall be performed in conformity with generally accepted auditing standards and audits of non-governmental entities, both for-profit and not-for-profit, and must meet the requirements of OMB Circular A-133. At a minimum, the required report shall include the financial statements prepared in accordance with generally accepted accounting principles, all disclosures in the public interest required by law, and the auditor's opinion and comments relating to financial statements. The audit report must be submitted to the State Auditor's office as required by law, to the County and DPS, and to other recipients as appropriate within nine (9) months after the end of your program's fiscal year.

Oversight

Access to Persons and Records: The State Auditor shall have access to persons and records as a result of all Program Agreements entered into by State agencies or political subdivisions in accordance with N.C.G.S. §147-64.7. Additionally, as the State funding authority, DPS shall have access to persons and records as a result of all Program Agreements entered into by State agencies or political subdivisions.

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

No Overdue Tax Debt -Not for profit organizations ONLY will comply with this section. Form must be attached to the Program Agreement upon submission.

The Sponsoring Agency shall be responsible for the payment of all State, local, and Federal taxes. Consistent with N.C.G.S. § 143C-6-23 (c), not for profit organizations shall file with DPS and the County a written statement completed by that Sponsoring Agency's board of directors or other governing body, stating that the Sponsoring Agency does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the Federal, State, or local level. This written statement, *Certification of No Overdue Tax Debts*, shall be completed by the Sponsoring Agency and attached to the Program Agreement upon submission.

Conflict of Interest -Not for profit organizations ONLY will comply with this section. Form must be attached to the Program Agreement upon submission.

Consistent with the N.C.G.S. §143C-6-23 (b), not for profit organizations shall file with DPS and the County a copy of that Sponsoring Agency's policy addressing conflicts of interest that may arise involving the Sponsoring Agency's management employees and the members of its board of directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the Sponsoring Agency's employees or members of its board or other governing body, from the Sponsoring Agency's disbursing of State funds and shall include actions to be taken by the Sponsoring Agency or the individual, or both to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed before the County or DPS may disburse any funds. The Sponsoring Agency shall also complete the DPS Conflict of Interest Policy Statement (*Form DPS 13 001*) and attach the statement and the Sponsoring Agency's policy addressing conflicts of interest to the JCPC Program Agreement upon submission.

Amendment: This Agreement may not be amended orally or by performance. Any amendment must be requested by the Sponsoring Agency through submission of a JCPC

Program Agreement Revision and executed by duly authorized representatives of DPS, the County Government, JCPC and Sponsoring Agency.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Program Agreement violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Program Agreement shall remain in full force and effect.

Termination for Cause: If, through any cause, the Sponsoring Agency shall fail to fulfill its obligations under this Program Agreement in a timely and proper manner, DPS shall have the right to terminate this Program Agreement by giving written notice to the Sponsoring Agency and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Sponsoring Agency under this Program Agreement shall, at the option of DPS, become its property and the Sponsoring Agency shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Sponsoring Agency shall not be relieved of liability to DPS for damages sustained by DPS by virtue of the Sponsoring Agency's breach of this agreement, and DPS may withhold any payment due the Sponsoring Agency for the purpose of setoff until such time as the exact amount of damages due DPS from such breach can be determined. The filing of a petition for bankruptcy by the Sponsoring Agency shall be an act of default under this Program Agreement.

Termination without Cause: DPS, the County Government, or the Sponsoring Agency may terminate this Agreement at any time and without cause by giving at least thirty (30) days advance written notice to the other. If this Program Agreement is terminated by DPS as provided herein, the Sponsoring Agency shall be reimbursed on a pro rata basis for services satisfactorily provided to DPS under this Program Agreement prior to Program Agreement termination.

Waiver of Default: Waiver by DPS of any default or breach in compliance with the terms of this Program Agreement by the Sponsoring Agency shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this Program Agreement unless stated to be such in writing, signed by an authorized representative of DPS, County Government, the JCPC and the Sponsoring Agency and attached to the Program Agreement.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Program Agreement expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

END OF SECTION V – Terms of Agreement

SECTION VI: BUDGET NARRATIVE			
Northampton Vocational Jobs Program		Fiscal Year	FY 16-17
Item #	Justification	Expense	In Kind Expense
120	Program Supervisor @ 10% of \$35,200 = \$3,520	\$3,520	
120	Vocational Specialist @ 50% of \$33,440 = \$16,720	\$16,720	
180	Fringe Benefits estimated @ \$20,240 X 33% = \$6,679	\$6,679	
290	Program Supplies (direct support for families, parents, youths) estimated @ \$75 per quarter X 4 quarters = \$300	\$300	
290	Youth Job Preparation and Youth Job Pay Supplement estimated @ \$221.60 per youth X 5 youths = \$1,108	\$1,108	
310	Travel estimated at 500 miles per month X 12 months X \$0.50 = \$3,000	\$3,000	
490	Program supervision and Indirect Cost estimated @ \$31,327 X 10% = \$3,132	\$3,132	
TOTAL		\$34,459	

Job Title	Annual Expense Wages	Annual In Kind Wages
Vocational Specialist @ 50% of \$33,420 = \$16,720	\$16,720	
Program Supervisor @ 10% of \$35,200 = \$3,520	\$3,520	
TOTAL	\$20,240	

SECTION VII		Program: Northampton Vocational Jobs Program	
Fiscal Year: FY 16-17		Number of Months: 12	
	Cash	In Kind	Total
I. Personnel Services	\$26,919		\$26,919
120 Salaries & Wages	\$20,240		\$20,240
180 Fringe Benefits	\$6,679		\$6,679
190 Professional Services*			\$0
*Contracts MUST be attached			
II. Supplies & Materials	\$1,408		\$1,408
210 Household & Cleaning			\$0
220 Food & Provisions			\$0
230 Education & Medical			\$0
240 Construction & Repair			\$0
250 Vehicle Supplies & Materials			\$0
260 Office Supplies and Materials			\$0
280 Heating & Utility Supplies			\$0
290 Other Supplies and Materials	\$1,408		\$1,408
III. Current Obligations & Services	\$3,000		\$3,000
310 Travel & Transportation	\$3,000		\$3,000
320 Communications			\$0
330 Utilities			\$0
340 Printing & Binding			\$0
350 Repairs & Maintenance			\$0
370 Advertising			\$0
380 Data Processing			\$0
390 Other Services			\$0
IV. Fixed Charges & Other Expenses	\$3,132		\$3,132
410 Rental or Real Property			\$0
430 Equipment Rental			\$0
440 Service and Maint. Contracts			\$0
450 Insurance & Bonding			\$0
490 Other Fixed Charges	\$3,132		\$3,132
V. Capital Outlay			\$0
[This Section Requires Cash Match]			
510 Office Furniture & Equipment			\$0
530 Educational Equipment			\$0
540 Motor Vehicle			\$0
550 Other Equipment			\$0
580 Buildings, Structure & Improv.			\$0
Total	\$34,459		\$34,459

SECTION VIII		SOURCES OF PROGRAM REVENUE (ALL SOURCES)	
FY 16-17 Northampton County Funding ID: 866-XXXX			
Sponsoring Agency: Methodist Home for Children Program: Northampton Vocational Jobs Program			
\$31,326	DPS/JCPC Funds	* This is the amount of your request on your application	
10%	Local Match Rate	Is the Local Match Rate 10%, 20% or 30%?	
\$3,133	County Cash	Northampton County	(Specify Source)
	Local Cash		(Specify Source)
	Local Cash		(Specify Source)
	Local In-Kind		(Specify Source)
	Other		(Specify Source)
	Other		(Specify Source)
	Other		(Specify Source)
	Other		(Specify Source)
\$34,459	TOTAL	\$3,133	\$3,133
		Required Local Match	Match Provided

We, the undersigned, have reviewed this JCPC Program Application to be presented to the Juvenile Crime Prevention Council of this County in accordance with the procedures established by the local Juvenile Crime Prevention Council. Agencies seeking funding must be able to meet the applicable requirements of the North Carolina General Statutes, Administrative Code, and the Division of Adult Correction and Juvenile Justice.

We understand and acknowledge that the approval process is first with the Juvenile Crime Prevention Council, second with the County Board of Commissioners, and the final authority with the Department of Public Safety, Division of Adult Correction and Juvenile Justice.

All parties understand that the availability of funds is contingent upon the appropriation of those funds by the General Assembly of the State of North Carolina.

Chair, County Board of Commissioners or County Finance Director

Date

Chair, Juvenile Crime Prevention Council

Date

Kenneth D. Perry

3/21/16

Program Manager

Date

NORTHAMPTON COUNTY
BOARD OF COMMISSIONERS

Meeting Date: 04-18-16

Agenda Tab Number: 6

Agenda Time: 6:20

Presenter and/or Subject Matter:

Mr. William Flynn, Planning and Zoning Director

Public Hearing- Rezoning

Michelle Nelson
Clerk to the Board

6- Public Hearing- Rezoning**DECISION PAPER**

TO: Northampton County Board of Commissioners
FROM: William Flynn, Planning and Zoning Director
DATE: April 18, 2016
SUBJECT: Proposed Re-zoning – Miller Sons Property, LLC

PURPOSE:

The purpose of this public hearing is to receive and consider public input on a re-zoning request that, if granted, will re-zone two parcels of land north of Severn, NC from Agricultural Residential (AR) to Highway Business (HB).

FACTS:

1. The properties parcel numbers are 03-00642 and 03-02723 and they are 2.89 acres and 1.86 acres respectively.
2. They are located at the intersection of NC 35 Hwy and Vaughan's Creek Road and Severn Road. (map enclosed with this paper)
3. The current minimum lot size for Highway Business property is 30,000 feet. The properties proposed for re-zoning both exceed the minimum lot size requirement.
4. Both properties currently have non-residential structures on them. The structure on parcel number 03-2723 is a business and is known as Pantego Overhead Doors. The structures on the other parcel are two newly renovated buildings that provide potential office space and storage area.
5. The Northampton County Planning Board gave this proposed rezoning a favorable recommendation.

DISCUSSION:

- The size and location of these properties is ideal for Highway Business zoning . They are located at an intersection along a major thoroughfare on the edge of town.
- When considering a re-zoning action, the Board must take the following into consideration:

The size of the property relative to the size of surrounding properties, the benefits and detriments of rezoning the property, the disparity of zoning uses between the existing zoning classification and the proposed zoning classification, compatibility with the land use plan.

The relative size of the property:

The properties proposed for re-zoning are 2.89 acres and 1.86 acres in size. This size property is very common for HB zoning. They are a bit larger than many residential lots but not so large that they could be profitable for farming or larger industry. The properties easily meet the minimum lot size requirements for Highway Business properties.

Benefits and Detriments:

Staff is of the opinion that if this property were to be re-zoned, the benefits would likely outweigh the detriments. There is very little Highway Business property scattered throughout the County and adding more could be beneficial to the surrounding communities. If the properties are not rezoned, it is likely that the business that currently occupy the properties could not be rebuilt if they were destroyed and/or they may not be allowed to expand if the businesses grow. This is detrimental to both the owners and the community because the owners wouldn't be able to grow and expanding business and the community would not be able to enjoy additional opportunities that may present themselves by these business properties expanding.

Disparity of Zoning Uses:

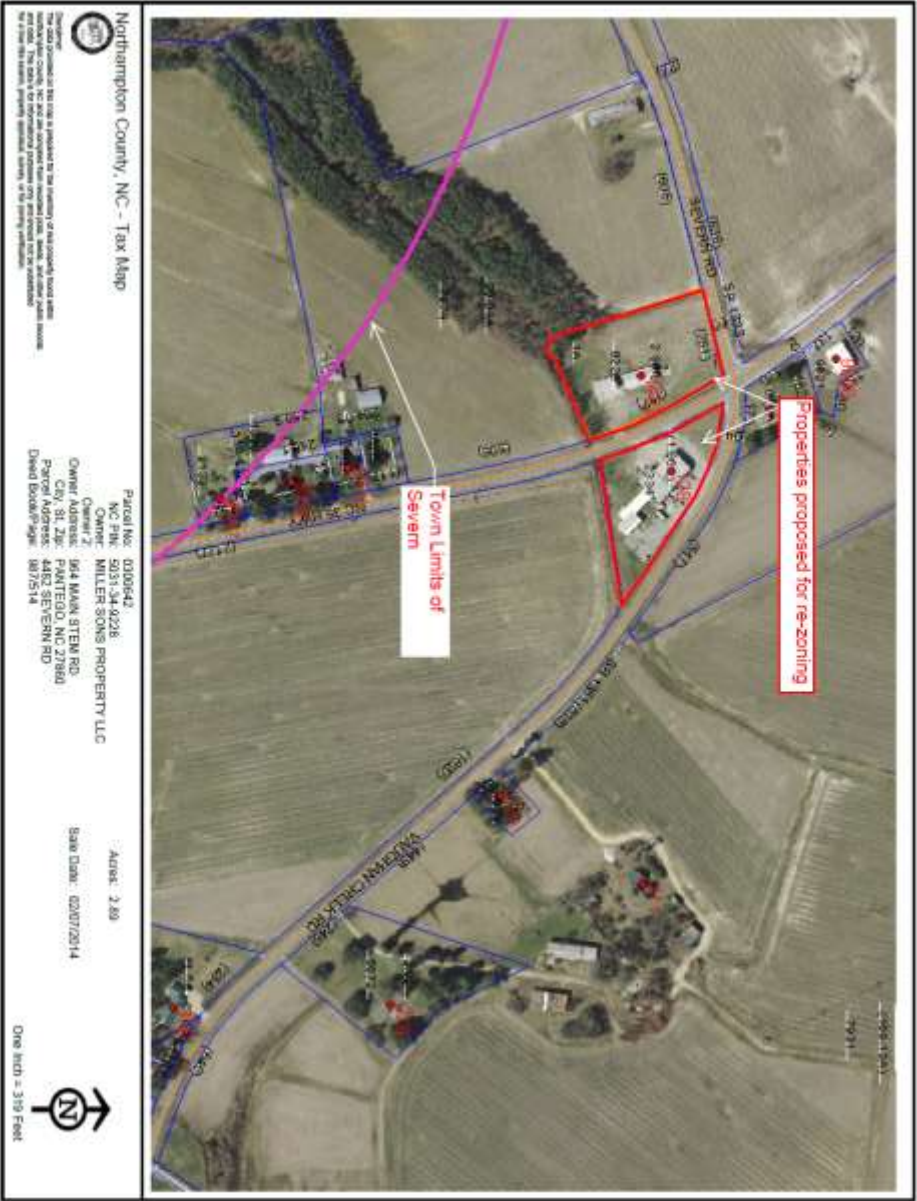
The difference in zoning uses between Agricultural – Residential properties and Highway Business properties are attached to this paper. While obviously there are differences between AR properties and HB properties, the differences aren't as great as the differences between AR properties and Light Industrial (LI) properties. The Highway Business district was created for the general motoring public, the same motoring public that travels by most of the AR zoned properties in Northampton County.

Compatibility with the land use plan:

For years we have used the zoning ordinance and the zoning map as a guide for land use in Northampton County. If one were to look at the Northampton County Zoning Map, they would note that most of the Highway Business zoned property is located along major thoroughfares and at intersection locations. The properties proposed for re-zoning are located both along a major thoroughfare and at an intersection.

CONCLUSION:

It has been proposed by the property owner to re-zone parcel numbers 03-00642 and 03-02723 located at the intersection of NC 35 HWY and Severn Road/ Vaughan Creek Road from Agricultural – Residential (AR) to Highway Business (HB). The properties have been determined to be in ideal locations for this type of zoning and they exceed the minimum lot size requirements for properties located in HB zoning districts. Staff is of the opinion that the properties are well suited for Highway Business uses due to their size, location and the general area in which they are located.



Michelle Nelson
Clerk to the Board

7 Graphtec Brand Scanner/Printer for Mylars

DECISION PAPER

To: Northampton County Board of Commissioners

From: Robin Williams, Register of Deeds

Date: April 18, 2016

Reference: Graphtec CSX510-09 Image Scanner through Logan Systems, Inc. and a 5 Year Maintenance Agreement through Paradigm Imaging

Purpose:

The purpose of this Decision Paper is to obtain the approval from the Northampton County Board of Commissioners to purchase a Graphtec CSX510-09 Image Scanner from Logan Systems and a 5 Year Maintenance Agreement through Paradigm Imaging. This machine will scan, print and copy Mylar's and Plats.

Facts:

1. Our current Image Scanner (OCE '7055) only makes copies of Mylar's and Plats.
2. The service provider for existing OCE '7055 is through McGee CADD Reprographics and Drafting Supply Company at a cost of \$2,990 annually in addition to the following charge:
 - a. \$0.13550 per linear foot over the contracted footage (250 linear feet is included in the current Service Maintenance Agreement)
3. Because the OCE '0755 is older than 7 years the manufacturer no longer supports this equipment. As a result the availability of parts is limited and if parts are located, they would be much more expensive.
4. Currently McGee CADD Reprographics and Drafting Supply Company can offer a Service Maintenance Agreement for labor only at \$2,612 annually in addition to the following charge:
 - a. \$0.12195 per linear foot over the contracted footage (250 linear feet is included in the labor only Service Maintenance Agreement)
5. The cost the Graphtec CSX510-09 Image Scanner through Logan Systems, Inc. is \$6,700 which includes shipping, installation and setup of the machine and staff training.
6. Maintenance Agreement for 5 Years is through Paradigm for \$1,980
7. Purchasing the Graphtec CSX510-09 would allow the ROD's office to scan Mylar's and Plats in-house which provides the following advantages:

- a. With increasing postage costs, ROD's office will not incur further mailing costs for Mylar's and Plats to Logan Systems, Inc. in Greensboro, NC
- b. Logan Systems, Inc. currently charges \$6.00 per Mylar for scanning to upload for public viewing. With the Graphtec CSX510-09, the ROD's staff will scan and upload images in-house without any additional cost
- c. There would be no linear foot charges

Discussion:

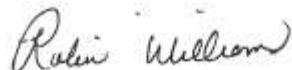
Because the OCE '7055 manufacturer no longer supports the equipment due to its age and because of the cost of the **labor only** service agreement through McGee Cadd Reprographics and Drafting Supply Co. it would be more beneficial to purchase the Graphtec CSX510-09 Image Scanner through Logan Systems, Inc. along with the 5 year maintenance agreement warranty for the benefit of the general public, the ROD's office and the ROD's budget.

As the ROD's office continues to upgrade equipment to make information more accessible to the general public, selecting our current vendor, Logan Systems, Inc., as the provider for additional equipment has its advantages. *First*, it minimizes compatibility problems. Because the vendor will provide a product designed specifically to work with existing equipment, there will be less double data entry, more cross-application features and faster processing speeds. *Secondly*, it will save time in the procurement phase. It takes time comparing vendors to find the best. The ROD's office has found a qualified vendor, Logan Systems, Inc., and it is easier to stick with them knowing they can provide us with additional hardware and software needs when necessary. *Lastly*, a multi-vendor environment can have you going from one vendor to the next vendor to get a problem resolved, with each vendor blaming the next. Sticking with one vendor, purchasing the Graphtec CSX510-09 Image Scanner through Logan Systems, Inc. makes it simpler.

Recommendation:

The Registers of Deeds recommends that the Northampton County Board of Commissioners approves the purchase of the Graphtec CSX510-09 Image Scanner through Logan Systems, Inc. and the 5 year maintenance agreement through Paradigm Imaging.

Respectfully,

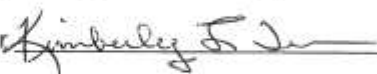


Robin Williams
Register of Deeds

Attachments: Graphtec CSX510-09 Spec Sheet
Logan Systems, Inc. Cost Analysis

Coordination:

County Manager/Ms. Kimberly Turner

Concur  _____

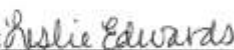
Non-concur _____

Concur with comment _____

Finance Director/Leslie Edwards

Concur _____

Non-concur _____

Concur with comment  _____
Funds Available in Automation Funds.

Action by Decision Makers

Approved _____

Disapprove _____

Other _____

NORTHAMPTON COUNTY CONTRACT CONTROL SHEET		CONTRACT/VENDOR	
VENDOR #		Logan Systems, Inc.	
CONTRACT #		Address	P.O. Box 20844, Greensboro, NC 27420
New Contract <input checked="" type="checkbox"/> Yes		Contact	Craig Sanders
Renewal <input type="checkbox"/>		Originals	0 Copies
Cost or Material Changes <input checked="" type="checkbox"/> Yes		Amount \$	\$6,700 purchase; \$1,980 maintenance
Original Contract sent to Contract Administrator		Date originally approved by the Board of Commissioners	
Date:			
Originating Department/Individual: R.O.D. / Robin Williams		Item or Service:	Copier
Department Involved: Register of Deeds		Type of Contract:	Service Agreement
Line Item Budgeted:		Period of Coverage:	Annual
GRANTS			
Board approval for Application		Approved	Set
Board approval for Acceptance		Approved	Set
COUNTY ATTORNEY		Date Received: 4/5/2017	Date Approved: 4/7/2016
Approved as to Form: YES		Approved as to Legal Sufficiency: YES	
Revisions Necessary? NO		Board Action Necessary? YES	
Date Revisions were made? N/A		Date Approved: 4/12/14	
FINANCE		Date Received: 4/12/14	Date Audited: 4/12/14
Non encumbered contract Yes <input type="checkbox"/> No <input type="checkbox"/>			
ASSISTANT COUNTY MANAGER		Date Received	Date Approved:
COUNTY MANAGER		Date Received: 4/13/14	Date Approved: 4/13/14
BOARD OF COMMISSIONERS		CLERK TO THE BOARD	4/12/14
Date approved by Board		Date Received	Date Attested:
CONTRACT ADMINISTRATOR			
Attorney	Finance	Asst. Cty Mgr	Cty Mgr
Outside Agency Signatures:	Date Sent:	Date received:	
Copies Delivered to Appropriate Departments:		ORIGINATING	FINANCE
Original to Outside Agency: (Departments to deliver)		Date:	
File County Original / Add to Database:		Date:	
NOTES:			
___ copies sent to originating department with instruction to obtain signatures and return 1 executed original to Legal ___ copies sent to originating departments with note to forward to vendor			
PROBLEMS:			
Corrective Action:		Date:	
		Initial:	

From: "Craig Sanders" <craigsanders@logansystems.com>
 Subject: RE: Extended Service Agreement
 Sent date: Mon, Apr 4, 2016 03:44:12 PM
 To: "robin.williams@nhcnc.net" <robin.williams@nhcnc.net>, "Tammy Rice" <trice@logansystems.com>
 Attachments: NORTHAMPTON COUNTY WARRANTY-MAINTENANCE AGREEMENT.pdf [258 KB]

Robin:

Here is the agreement as you requested. They don't normally have the agreement directly with the end user (like you). Let me know if you would need anything else.

As far as expected consumables, we have used the Graphtecs for years and generally have no consumable costs. You might eventually need some of these things, but I would not expect them for at least two years. Here are the retail prices for these items as of today. Since I don't think you will need them for at least two years, I don't know what the prices will be then. It is possible that you replace nothing for the full five years. For budget purposes, you could add \$200 annually to that line item, with the understanding that it may need to roll over to future years if unused.

28GR444074820,	Scan Glass,	\$89.00 each
Five pieces per scanner. Can be replaced individually.		
28GR444063681,	Press Roller A (White Background Roller),	\$45.61 each
Five rollers per scanner. Can be replaced individually.		
28GRIS0932,	Calibration Set,	\$120.00 each
Usually replaced when lost.		
Various Part#,	Document Guides,	\$20.00 each
Eight guides per scanner. Can be replaced individually. Only need replacement under heavy use.		

Craig



Logan Systems, Inc.

P.O. Box 20844
Greensboro, NC 27420

336-299-2992



INVOICE

Bill To: Robin M. Williams
Register of Deeds
Northampton County Courthouse
101 Thomas Bragg Street
Jackson, NC 27845

Invoice Number: 47908

Date: 3/29/2016

Terms: Net 20 Days

Quantity	Description	Rate	Amount
1	Plat Map Scanner Graphtec Model CSX510-09 5 year Maintenance Agreement (Year 1 warranty; years 2-5 \$495/year—through Paradigm Imaging)	6,700.00	6,700.00
		1,980.00	1,980.00
		Subtotal	\$8,680.00
		Sales Tax	\$585.90
		Total	\$9,265.90

White = Customer Copy; Yellow = Remittance Copy; Pink = File Copy

GRAPHTEC

CSX510-09

36" Full-Color Image Scanner

Luxios Multi-Sensor Control

Hi-Speed 64bit Imaging | 48bit Color | Adobe RGB Mode

CIS Scanning Technology

600dpi optical resolution, 4800dpi max.

Scan speeds up to 3.5 ips (mono) & 1.2 ips (full-color) at 400dpi

Face-up document scanning

0.1% scanning accuracy

LUXIOS
High speed, Real Image Scan Engine.

GRAPHTEC

Experience the Graphtec Advantage!

1 YEAR
ON-SITE
WARRANTY

CSX510-09 Specifications

Document thickness	Max. 1.6 mm, Min. 0.05 mm
Margin	0 mm (+/- 0.5 mm)
Scanning system	Main: Contact image sensor (CIS), five A4-size sensors are arranged in a zigzag pattern Sub: Feeding document
Document loading	Face-up
Optical resolution	600 dpi
Interpolated resolution	upto 4800 dpi
Max. Scan Speed @ 480 dpi	
Monochrome	3.5 ips
Gray	3.5 ips
Color	1.2 ips
Scanning accuracy	plus or minus 0.1 %
Gradation	Monochrome: 81-level, intermediate tones (dithering, error diffusion); Gray: 256 shades; Gray (RGB): 256 shades; Color: 24-bits
Color space	sRGB, AdobeRGB
Sensor	Number of pixel: 22,020 pixels; Output: Color 48-bits/pixel, Gray 16-bits/pixel; Light source: LED (RGB)
Interface	USB2.0 (Hi-speed)
Output	Image data
Power source	100 V to 120 V AC, 200 V to 240 V AC (+/- 10%), 50/60Hz
Operating environment	Temp.: 10 to 35 degree centigrade; Humidity: 25 to 80 % RH (Non-condensing)
Storage environment	Temp.: -20 to 50 degree centigrade; Humidity: 0 to 95 % RH (Non-condensing)
Power consumption	42 W or less (3 W or less in power save mode)
External dimensions (W x H x D)	Without Stand: approx. 1,097 mm x 160 mm x 322 mm; With Stand: approx. 1,097 mm x 972 mm x 717 mm
Weight	Without Stand: approx. 25 kg; With Stand: 39 kg
Supported standards	UL60950 & FCC Part15 class B (USA), CE (Europe), CCC (China)
Included Software	Scanning Master PRO Color, Scanning Arts 2 for WIN
Supported OS for Software	Windows 7 (32-bits & 64-bits), Windows Vista (32-bits & 64-bits), Windows XP Home Edition Professional (32-bits & 64-bits), Windows 2000 Professional

Scanner MasterPRO Color



Scanning Master PRO Color software enables easy editing and management of image files. It has useful features for file management and file sharing such as image linking, auto de-skew, auto de-speckle, background color suppression, re-touching and deleting together with search function, thumbnail view and display tree of image files.

Scanning Arts2 for WIN



Scanning Arts 2 software can easily combine existing large-format printers and Graphicex scanners into a large format copy system. Featuring an intuitive and easy to use interface, you can quickly scan, print and copy documents with configurable settings such as document type, size and color and monochrome.



Paradigm Imaging Group

3010 Red Hill Avenue, Costa Mesa, CA 92626
 Phone: (714) 432-7226 • Fax: (714) 432-7222
 Web: www.paradigmimaging.com

1-YEAR GRAPHTEC SCANNER ON-SITE SERVICE INFORMATION FOR CSX500 SERIES SCANNERS

Thank you for purchasing your Graphtec scanner (the "Equipment"). Paradigm Imaging Group is the distributor of Graphtec scanners and provides initial customer support for the Equipment. If you have any problems, please contact your reseller or Paradigm Imaging Group.

The Equipment comes with an on-site service agreement upgrade from the standard manufacturer's warranty.

ON-SITE SERVICE AGREEMENT MUST BE ACTIVATED. To activate the on-site service agreement, the scanner must be registered within 10 days of receipt. **Note that a service call cannot be placed on your scanner if the agreement is not activated.** Go to www.scantopia.com, click on the "Support" dropdown menu and select "Warranty Activations". If you have any problems, please contact Paradigm Imaging Group at the number below.

WHAT TO DO IF THERE IS A PROBLEM

Contact your reseller, or contact Paradigm Imaging Group at 714-432-7226 or 888-221-7226, 8am to 5pm PST or email support@paradigmimaging.com

Paradigm Imaging Group shall attempt to diagnose the reported failure via telephone or email and, if considered appropriate, attempt to resolve the reported failure by requesting the customer to carry out any required standard operational maintenance or simple adjustments which the customer can reasonably be expected to conduct. Most reported problems can be resolved in this manner.

If the failure cannot be resolved in this manner then Paradigm Imaging Group will arrange for a repair technician to visit the customer's site.

ON-SITE SERVICE AGREEMENT INFORMATION SUMMARY

The Equipment comes with a one-year on-site service agreement to maintain it based on information from the manufacturer. The manufacturer determines what is repairable under the warranty. If the customer has a problem, the Reseller or Paradigm Imaging Group will work with the customer to resolve the problem and to determine if the problem is caused by a defect in the Equipment.

The on-site service agreement does not cover software, computer configuration, network configuration, or installation issues. The manufacturer determines if a part is warrantable. In addition, consumable items are not covered. Please see LIST OF CONSUMABLE ITEMS.

The maintenance agreement does not cover damage to the Equipment caused by misuse or neglect, or damage caused by shipping or moving the Equipment from its initial installation address.

If anyone other than a factory authorized personnel installs the Equipment and the Equipment is damaged during installation (i.e.: such as inserting cables improperly) then the customer will have to pay time and materials for a service technician to repair the Equipment.

If a technician is called on-site and it is determined that the problem is not covered under the TERMS AND CONDITIONS of the service agreement, then the customer will be liable for time and material charges.

At the end of the three-year service agreement period, the on-site service agreement may be extended by renewing the agreement before the end of the existing agreement. If there is a lapse in the on-site service agreement, the service provider will require an inspection of the Equipment (at customer's expense) before an agreement may be renewed.

STANDARD ON-SITE SERVICE AGREEMENT (Graphtec Scanners)

TERMS AND CONDITIONS

1. This Service agreement for this Equipment shall commence on the date the Equipment first ships from Paradigm Imaging Group. Access Services agrees to provide service under this agreement for the term specified from the date thereof.
2. The services purchased as detailed on the service agreement include parts (except the manufacturer recommended consumables or if the manufacturer determines that a part is not warrantable), labor and travel to maintain the Equipment based on the manufacturer's information. It does not include problems caused by software application or operating system conflicts or configuration; or, other non-hardware related issues.
3. Service agreement will not include electrical work external to the Equipment, maintenance of accessories, attachments, machines or other devices not listed in this contract, or repair of components, or peripherals damaged resulting from accident, neglect, misuse, or failure of electrical power or causes other than ordinary use. It will also not include painting or refinishing or furnishing materials therefore, making conversions, or adding or removing attachments or other devices.
4. Neither Paradigm Imaging Group, nor Access Services shall be responsible for any loss of business or production while the equipment out of service. Neither Paradigm Imaging Group, nor Access Services shall be responsible for any loss of function of the equipment if the manufacturer indicates that the Equipment cannot be repaired to full function.
5. The customer is responsible for the purchase and maintenance of all consumables and operator cleanings as specified by the Equipment manufacturer(s). If preferred, Access Services can provide this service at the Time and Materials rates then in effect.
6. If other than an Access Services Representatives shall at any time perform repair or maintenance service on the Equipment, and if in the judgment of Access Services the cost of service will thereby be increased. Access Services may discontinue service for such units hereunder. Service for any Equipment discontinued hereunder will hereafter be furnished, if requested, at Access Services' established time and material charge then in effect.
7. Unless otherwise stated, this agreement is for service during Access Services' normal working hours, which are 8:00am to 5:00pm customer's local time, Monday through Friday, except holidays.
8. Unless contracted, after hour service requested by the customer on all units, regardless of nature, will be charged at the rates then in effect. This service, performed entirely during the hours other than normal working hours, and so requested by the customer whether for their convenience or under emergency service required will be furnished on an "if available" basis.
9. Access Services Representatives shall have full and free access to the units to perform services thereon. Access Services shall not be responsible for failure to render service due to any and all causes beyond its control.
10. If parts are needed, they will be shipped to the site before an Access Services Representative is sent on-site.

11. There shall be added to the charges provided for in this agreement amounts equal to any taxes, however designated, levied or based on such charges or on this agreement, or on the service rendered or parts supplied pursuant thereto, including state and local, sales, use, privilege or excise taxes based on gross revenue, and any taxes or amounts in lieu thereof paid or payable by Access Services in respect of the foregoing, exclusive, however, of taxes based on net income.
12. Neither the benefits nor the obligations of this agreement are assignable or transferable without the written consent of Access Services.
13. In rare instances, it may be determined that the Equipment cannot be fixed in the field. In such a case, Paradigm Imaging Group and Access Services reserve the right to remove the equipment for repair and are not responsible for providing temporary replacement equipment while the equipment is being shipped and repaired offsite.
14. Any Service calls necessitated by factors outside of the equipment covered under a service agreement will be billed to the customer at Access Services' then current time and material rates.
15. Cancellation of this contract by either party requires a 30-day written notice.
16. Payments terms are net 30 for any services that do not fall under this agreement.

LIST OF CONSUMABLE ITEMS

Scan Glass
 All Calibration Targets
 All Outer Covers and Attachments
 All Rollers
 External Cables
 Document Guides (black plastic strips over the drive rollers)
 Carrier Sheet
 White Document Rollers
 This is a list of the most common items considered to be consumable and, therefore, not under warranty. Other items may not be warrantable as determined by the manufacturer.

This is the Standard Manufacturer's Warranty for your Graphtec Scanner. All scanners are covered under this warranty. This scanner is also covered under this 1-year on-site service agreement if it has not been purchased under the Dealer Service program.

Limited Warranty Graphtec America, Inc.

Graphtec America, Inc. (GAI) warrants that Covered Products will be free of defects in workmanship and materials for the Warranty Period. GAI will repair or replace, at GAI's option, any failure of the Covered Products during the Warranty Period without charge to the Eligible Purchaser, except as specified below.

Eligible Purchaser: This warranty is limited to the original purchaser in the United States of America or Canada of a Covered Product for its business use in the United States of America or Canada. This warranty may not be transferred nor is it available to any subsequent purchaser of a Covered Product.

Covered Product: This warranty covers products manufactured by Graphtec Corporation, and its affiliated manufacturers, and distributed by GAI, which are purchased by an Eligible Purchaser from GAI or an authorized GAI reseller for business use in the United States of America or Canada.

Warranty Period: This warranty begins on the date the Covered Product is first purchased for use from GAI or an authorized reseller of GAI. This warranty ends on the 1-year anniversary of the purchase date, except as follows: (i) Warranty coverage for the CSX500 Series Scanner products end on the 1-year anniversary. (ii) Warranty coverage for the FC7000 Series Friction Feed Cutting Plotter products ends on the 3-year anniversary. (iii) Warranty coverage for the CE3000MK2 Series Friction Feed Cutting Plotter products ends on the 2-year anniversary of the purchase date. Notwithstanding the above warranty coverage, the friction feed mechanism components such as grit rollers and pinch/push rollers equipped on the FC7000 and CE3000MK2 Series cutting plotter products, and accessories such as stands, media brackets and external media feed mechanisms, ends on the 1-year anniversary of the purchase date.

Obtaining Repair/Replacement: If you have any claim under this warranty, contact GAI at 1-800-854-8385, 1251 East Dyer Rd. Ste 110, Santa Ana, CA 92705. Describe your problem and submit proof of purchase to obtain a "warranty authorization number" as required by GAI. Then deliver the Covered Product to GAI, with freight and insurance prepaid, using the original shipping container, if available. GAI will return the Covered Product or its replacement to you in the United States of America or Canada via surface freight, with freight and insurance charges prepaid.

What is Not Covered: This warranty does not cover any damage to or failure of Covered Product arising from or related to the following:

- Damage or failure due to shipment, fire, flood or other acts of God.
- Damage to or failure of a Covered Product which has been altered in any manner, or for which the manufacturer's or GAI's identification marks or serial numbers have been removed or altered.
- Damage or failure related to improper installation or maintenance.
- Damage or failure related to neglect, abnormal physical or electrical stress, misuse, abuse, improper operation, or failure to follow the most current instructions published by GAI for proper use of the Covered Product.
- Damage or failure that GAI concludes in its reasonable judgment has been caused by or is related to the use of consumable supplies other than those supplied or specifically recommended by GAI.
- Damage or failure that GAI concludes in its reasonable judgment has been caused by or is related to use of any other hardware, peripheral device or software in connection with the Covered Product.

Other Terms: This warranty gives the Eligible Purchaser specific legal rights and you may have other rights, which vary from state to state. No other person may obligate GAI or Graphtec Corporation, and their affiliates, for any liability or obligation with respect to Covered Products beyond the provisions of this warranty. ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLICABLE TO A COVERED PRODUCT IS LIMITED IN DURATION TO THE WARRANTY PERIOD UNDER THIS WRITTEN WARRANTY. PERFORMANCE OF REPAIRS OR REPLACEMENT OF COVERED PRODUCTS IS THE EXCLUSIVE REMEDY UNDER THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY. GAI AND GRAPHTEC CORPORATION SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM BREACH OF THIS WRITTEN OR ANY IMPLIED WARRANTY.*

Please see separate warranty statement for consumable items.

*Some states do not allow limitations on how long an implied warranty will last or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. (Contents of this document are subject to revision without notice.)



3010 Red Hill - Costa Mesa, CA 92626 USA
 Ph: 888-221-SCAN (7226) - Fax: 714-432-7222
www.paradigmimaging.com

SCANNER EXTENDED ON-SITE SERVICE INFORMATION

Thank you for purchasing your scanner (the "Equipment"). Paradigm Imaging Group is the distributor of the scanner and provides initial and extended customer support for the Equipment. If you have any problems, please contact your reseller or Paradigm Imaging Group.

As the distributor of Graphtec & Colortrac wide-format scanners, Paradigm Imaging & their associates are the authorized servicing organizations for these products. Paradigm Imaging provides the parts & telephone/email support. Access Services provides on-site service as determined by Paradigm Imaging Tech Support.

COVERAGE PERIOD: 4 YRS POST EXP OF INITIAL 1 YR WARRANTY
(TO BE DETERMINED BY SHIP DATE)

CUSTOMER:

Robin M Williams/Register of Deeds
 Northampton County Courthouse
 101 Thomas Bragg Street
 Jackson, NC 27845

WHAT TO DO IF THERE IS A PROBLEM

Contact your reseller; or contact Paradigm Imaging Group at 714-432-7226 or 888-221-7226, 8am to 5pm PST or email support@paradigmimaging.com. Paradigm Imaging Group shall attempt to diagnose the reported failure via telephone or email and, if considered appropriate, attempt to resolve the reported failure by requesting the customer to carry out any required standard operational maintenance or simple adjustments which the customer can reasonably be expected to conduct. Most reported problems can be resolved in this manner. If the failure cannot be resolved in this manner then Paradigm Imaging Group will arrange for a repair technician to visit the customer's site.

ON-SITE SERVICE AGREEMENT INFORMATION SUMMARY

The Equipment comes with an on-site warranty agreement as specified in the original purchase warranty information. The manufacturer determines what is repairable under the warranty. This warranty may be extended on a yearly basis. If the customer has a problem, the Reseller or Paradigm Imaging Group will work with the customer to resolve the problem and to determine if the problem is caused by a defect in the Equipment. The on-site service agreement does not cover software, computer configuration, network configuration, or installation issues. The manufacturer determines if a part is warrantable. In addition, consumable items are not covered. Please see LIST OF CONSUMABLE ITEMS

The maintenance agreement does not cover damage to the Equipment caused by misuse or neglect, or damage caused by shipping or moving the Equipment from its initial installation address.

3/30/2016

If anyone other than factory authorized personnel installs the Equipment and the Equipment is damaged during installation (i.e.: such as inserting cables improperly) then the customer will have to pay time and materials for a service technician to repair the Equipment.

If a technician is called on-site and it is determined that the problem is not covered under the TERMS AND CONDITIONS of the service agreement, then the customer will be liable for time and material charges.

At the end of the service agreement period, the on-site service agreement may be extended by renewing the agreement before the end of the existing agreement. If there is a lapse in the on-site service agreement, the service provider will require an inspection of the Equipment (at customer's expense) before an agreement may be renewed.

STANDARD ON-SITE SERVICE AGREEMENT (Graphtec Scanners) TERMS AND CONDITIONS

1. The Service agreement for this Equipment shall commence on the first day following the expiration of the original purchase warranty. Access Services agrees to provide on-site service under this agreement for the term specified from the date thereof.
2. The services purchased as detailed on the service agreement include parts (except the manufacturer recommended consumables or if the manufacturer determines that a part is not warrantable), labor and travel to maintain the Equipment based on the manufacturer's information, telephone/email support and if the customer requests, one on-site preventive maintenance visit per contract year. It does not include problems caused by software application or operating system conflicts or configuration; or, other non-hardware related issues.
3. Service agreement will not include electrical work external to the Equipment, maintenance of accessories, attachments, machines or other devices not listed in this contract, or repair of components, or peripherals damaged resulting from accident, neglect, misuse, or failure of electrical power or causes other than ordinary use. It will also not include painting or refinishing or furnishing materials therefore, making conversions, or adding or removing attachments or other devices.
4. Neither Paradigm Imaging Group, nor Access Services shall be responsible for any loss of business or production while the equipment is out of service. Neither Paradigm Imaging Group, nor Access Services shall be responsible for any loss of function of the equipment if the manufacturer indicates that the Equipment cannot be repaired to full function.
5. The customer is responsible for the purchase and maintenance of all consumables and operator cleanings as specified by the Equipment manufacturer(s). If preferred, Access Services can provide this service at the Time and Materials rates then in effect.
6. If other than an Access Services Representative shall at any time perform repair or maintenance service on the Equipment, and if in the judgment of Access Services the cost of service will thereby be increased. Access Services may discontinue service for such units hereunder. Service for any Equipment discontinued hereunder will hereafter be furnished, if requested, at Access Services' established time and material charge then in effect.
7. Unless otherwise stated, this agreement is for on-site service during Access Services' normal working hours, which are 8:00am to 5:00pm customer's local time, Monday through Friday, except holidays.
8. Unless contracted, after hour service requested by the customer on all units, regardless of nature, will be charged at the rates then in effect. This service, performed entirely during the hours other than normal working hours, and so requested by the customer whether for their convenience or under emergency service required will be furnished on an "if available" basis.

3/30/2016

9. Access Services Representatives shall have full and free access to the units to perform services thereon. Access Services shall not be responsible for failure to render service due to any and all causes beyond its control.

10. If parts are needed, they will be shipped to the site before an Access Services Representative is sent on-site.

11. There shall be added to the charges provided for in this agreement amounts equal to any taxes, however designated, levied or based on such charges or on this agreement, or on the service rendered or parts supplied pursuant thereto, including state and local, sales, use, privilege or excise taxes based on gross revenue, and any taxes or amounts in lieu thereof paid or payable by Access Services in respect of the foregoing, exclusive, however, of taxes based on net income.

12. Neither the benefits nor the obligations of this agreement are assignable or transferable without the written consent of Access Services.

13. In rare instances, it may be determined that the Equipment cannot be fixed in the field. In such a case, Paradigm Imaging Group and Access Services reserve the right to remove the equipment for repair and are not responsible for providing temporary replacement equipment while the equipment is being shipped and repaired offsite.

14. Any Service calls necessitated by factors outside of the equipment covered under a service agreement will be billed to the customer at Access Services' then current time and material rates.

15. Cancellation of this contract by either party requires a 30-day written notice.

16. Payments terms are net 30 for any services that do not fall under this agreement.

LIST OF CONSUMABLE ITEMS

Scan Glass

All Calibration Targets

All Outer Covers and Attachments

All Rollers

External Cables

Document Guides (black plastic strips over the drive rollers)

Carrier Sheet

White Document Rollers

This is a list of the most common items considered to be consumable and therefore, not under warranty. Other items may not be warrantable as determined by the manufacturer.

This Instrument has been pre-audited in the manner as

Per NC.G.S. 159-28 (a) *Reslie A. Edwards*
Finance Officer

3/30/2016

NORTHAMPTON COUNTY
BOARD OF COMMISSIONERS

Meeting Date: 04-18-16

Agenda Tab Number: 8

Agenda Time: 6:50

Presenter and/or Subject Matter:

Mrs. Cathy Allen, Tax Administrator
1) Ad Valorem Tax Appeals
2) Motor Vehicle Refunds
3) Present Use Applications

Michelle Nelson
Clerk to the Board

1) Ad Valorem Tax Appeals

DECISION PAPER

TO: NORTHAMPTON COUNTY BOARD OF COMMISSIONERS

FM: Cathy B. Allen, Tax Administrator

RE: Ad Valorem Tax Appeals

DT: April 11, 2016

THIS IS A DECISION PAPER.

PURPOSE: To obtain the Board's approval to release or refund Ad Valorem taxes assessed in the amount of **\$2,159.85** on five (5) appeals.

FACTS: Attached hereto is a listing of property owners who have requested that I appeal to the Board of Commissioners on their behalf for a release or refund of tax to which they seek relief as provided in G.S. 105-381.

DISCUSSION: G.S. 105-381 Provides that a taxpayer asserting a valid defense to the enforcement of the collection of a tax assessed upon his property may appeal to the Board of Commissioners for relief of such tax. Such appeal must be presented within five years after the tax first became due or within six months after the payment of such tax, whichever is later.

The Board of Commissioners may, upon receiving a taxpayer's written statement of a valid defense, release or refund such tax if the valid defense is one of the following:

- (1) A tax imposed through clerical error
- (2) An illegal tax
- (3) A tax levied for an illegal purpose

CONCLUSION: The Board of Commissioners have the authority to grant, release, or refund due to the above three reasons.

RECOMMENDATION: That the Board of Commissioners approve the request for release or refund of the Ad Valorem Tax appeals submitted herewith in the amounts and for the reasons stated on the listings.

Respectfully submitted,

CATHY B. ALLEN
TAX ADMINISTRATOR

ACTION BY THE BOARD OF COMMISSIONERS:

APPROVED _____
DISAPPROVED _____
OTHER _____
SIGNATURE & DATE: _____

April 11, 2016

Ad Valorem Tax Appeals

NAME	ACCOUNT	ACTION	AMOUNT	REASON
Mitchell, Donna	100336	Release	\$ 68.20	Listing Error
Simmons, Emily	96952	Release	1,259.44	Listing Error
Turner, Raymond G III	110840	Release	787.08	Double Listed
Wallis Rachael	73567	Release	40.80	Double Listed
Williams, Mark Jr	114572	Release	4.33	Listing Error
TOTAL REFUND/RELEASE			\$ 2,159.85	

Respectfully submitted,

CATHY B. ALLEN
TAX ADMINISTRATOR

CBA/br

Cc: Board of Commissioners (7)
County Manager (1)
Clerk to Board (6)

2) Motor Vehicle Refunds

DECISION PAPER

TO: NORTHAMPTON COUNTY BOARD OF COMMISSIONERS

FM: Cathy B. Allen, Tax Administrator

RE: Ad Valorem Tax Appeals
Motor Vehicle Refunds

DT: April 12, 2016

THIS IS A DECISION PAPER.

PURPOSE: To obtain the Board's approval to release or refund Ad Valorem taxes assessed in the amount of **\$1,110.97** on fourteen (14) appeals.

FACTS: Attached hereto is a listing of property owners who have requested that I appeal to the Board of Commissioners on their behalf for a release or refund of tax to which they seek relief as provided in G.S. 105-381.

DISCUSSION: G.S. 105-381 Provides that a taxpayer asserting a valid defense to the enforcement of the collection of a tax assessed upon his property may appeal to the Board of Commissioners for relief of such tax. Such appeal must be presented within five years after the tax first became due or within six months after the payment of such tax, whichever is later.

The Board of Commissioners may, upon receiving a taxpayer's written statement of a valid defense, release or refund such tax if the valid defense is one of the following:

- (1) A tax imposed through clerical error
- (2) An illegal tax
- (3) A tax levied for an illegal purpose

CONCLUSION: The Board of Commissioners have the authority to grant, release, or refund due to the above three reasons.

RECOMMENDATION: That the Board of Commissioners approve the request for release or refund of the Ad Valorem Tax appeals submitted herewith in the amounts and for the reasons stated on the listings.

Respectfully submitted,

CATHY B. ALLEN
TAX ADMINISTRATOR

ACTION BY THE BOARD OF COMMISSIONERS:

APPROVED _____
DISAPPROVED _____
OTHER _____

SIGNATURE & DATE: _____

April 12, 2016

Ad Valorem Tax Appeals
Motor Vehicle Refund Adjustments

NAME	ACTION	AMOUNT	REASON
Atkinson, Marcus Craig	Refund	\$ 29.86	Vehicle Totalled
Cloyd, James Herbert	Refund	18.27	Vehicle Sold
Deacon, Robert Charles	Refund	613.88	Reg. Out Of State
Ingram, Anthony Wayne	Refund	10.25	Overpayment
Jenkins, Luther Cleveland III	Refund	7.41	Situs Error
Kee, Frederick Shaunte	Refund	22.20	Situs Error
Long, Francine Benton	Refund	163.62	Tag Surrender
Manley, Dwight Fitzgerald	Refund	13.16	Other Errors
Moore, Mackie Medwick	Refund	10.99	Vehicle Sold
Richardson, Laura Conwell	Refund	66.85	Vehicle Totalled
Ricks, Keith Hill	Refund	3.82	Tag Surrender
Robinson, Doris Clark	Refund	15.51	Vehicle Sold
Taylor, James Wesley	Refund	24.18	Vehicle Sold
Williams, Davie Lee	Refund	110.97	Situs Error
TOTAL REFUND AMOUNT		\$ 1,110.97	

Respectfully submitted,

CATHY B. ALLEN
TAX ADMINISTRATOR

CBA/br

Cc: Board of Commissioners (7)
County Manager (1)
Clerk to Board (6)

3) *Present Use Application*

POSITION PAPER

TO: NORTHAMPTON COUNTY BOARD OF COMMISSIONERS
FM: Cathy Allen, Tax Administrator
RE: Present Use Application
DT: March 31, 2016

PURPOSE: To obtain the Board of Commissioners approval of the attached list of late Present Use Applications submitted due to a transfer of property, when the application meets all requirements of General Statute 105-277.

FACTS: North Carolina General Statute 105-277.4 state "A new application is not required to be submitted unless the property is transferred" and "An application required due to transfer of the land may be submitted at any time during the calendar year but must be submitted within 60 days of the date of the property's transfer."

Based on a position paper, approved by the Board of Commissioners on February 16, 2012 the Tax Assessor is allowed to submit a group of late applications who have met all requirements of G.S. 105-277, due to the transfer of property for approval when the following proof or documentation has been submitted to the Assessor.

Proof has been provided that the transfer is from a lineal individual to another lineal individual. Also, they failed to do a timely application.

- (1) Taxpayer(s) has made an appeal for a late application.
- (2) Taxpayer(s) submitted a Present Use Application.
- (3) The application would have been approved if submitted in a timely matter.
- (4) The Tax Office has proof that the transfer is from one lineal individual to another lineal individual who failed to submit a timely application.

The following list of property owners has met the above requirements.

PARCEL	ACCT	NAME
07-02283	94720	Ray, Gayle Barnes

DISCUSSION: None

CONCLUSION: Only the Board of Commissioners/Board of Equalization and Review have the authority to approve a Present Use Application that is not timely submitted.

RECOMMENDATION: The Board of Commissioners approves the late Present Use Application on parcels 07-02283 for 2015.

ACTION BY THE BOARD:

APPROVED _____

DISAPPROVED _____

OTHER _____

SIGNATURE & DATE _____

NORTHAMPTON COUNTY
BOARD OF COMMISSIONERS

Meeting Date: 04-18-16

Agenda Tab Number: 9

Agenda Time: 7:05

Presenter and/or Subject Matter:

Ms. Kimberly Turner, County Manager

Management Matters

Michelle Nelson
Clerk to the Board

Management Matters**CHOANOKE PUBLIC TRANSPORTATION AUTHORITY**

Post Office Box 320
Rich Square, North Carolina 27869

Phone: (252) 539-2022

Fax: (252) 539-2533

Connie Perry
Board Chair

Pamela Perry
Executive Director

April 12, 2016

*Ms. Kimberly Turner, County Manager
Northampton County
P. O. Box 808
Jackson, NC 27845*

Dear Ms. Turner:

I am writing to inform you the term of Mr. Aussie Broadnax's appointment to the CPTA Board of Directors expired on March 31, 2016.

Mr. Broadnax has been a very dedicated member to the CPTA Board in representing Northampton County. I would like to recommend that Mr. Broadnax be reappointed to a two year term on the CPTA Board of Directors. Mr. Broadnax has indicated he would like to serve another term on the Board.

We certainly appreciate your support. Please contact me if you have any questions.

Sincerely,


*Pamela Perry
Executive Director*

Michelle Nelson
Clerk to the Board