

The Northampton County Board of Commissioners will meet in Regular Session on Monday, June 19, 2017 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.

<b><u>TAB</u></b>	<b><u>TIME</u></b>	<b><u>DESCRIPTION</u></b>
	5:30	Closed Session G.S. 143-318.11 (a)(4)-EDC Report
	5:50	Agenda Work Session
1	6:00	Approval of Regular Meeting Minutes for June 5, 2017 ..... 3
2		Approval of Closed Session Minutes for June 5, 2017
3		Approval of Agenda for June 19, 2017..... 163
4	6:05	Public Hearing-Home and Community Care Block Grant ..... 165 Mrs. Joslyn Reagor, Director Of Office On Aging
5	6:15	Mrs. Vivian Branch Delta Sigma Theta Sorority, Inc. .... 169
6	6:30	Mr. Craig Ellison, Cooperative Ext. Director 1) Adult Expanded Food and Nutrition Education Program ..... 172 2) Northampton County Diabetes Support Program..... 174
7	6:45	Ms. Kimberly Turner, County Manager 1) Contract for Inspection Services..... 177 2) Management Matters
8	6:55	Citizens/Board Comments
	7:25	Adjourn

**NORTHAMPTON COUNTY**  
**BOARD OF COMMISSIONERS**

**Meeting Date:**            06-19-2017

**Agenda Tab Number:**   1

**Agenda Time:**           6:00

**Presenter and/or Subject Matter:**

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Approval of Regular Meeting Minutes for June 5, 2017

Komita Hendricks  
Clerk to the Board

***1 Approval of Regular Meeting Minutes for June 5, 2017***

**NORTHAMPTON COUNTY  
REGULAR SESSION  
June 5, 2017**

Be It Remembered that the Board of Commissioners of Northampton County met on June 5, 2017, with the following present: Fannie Greene, Chester Deloatch, Charles Tyner, Geneva Faulkner, and Robert Carter.

Others Present: Kimberly Turner, Scott McKellar, Nathan Pearce, Leslie Edwards, and Komita Hendricks

**Chairman Carter called the meeting to order.**

**Agenda Work Session:**

A work session was held to discuss today's agenda items. Chairman Carter called upon County Manager, Kimberly Turner, for input. Ms. Turner requested to remove Closed Session G.S. 143-318.11 (a)(5) and rename G.S. 143-318.11 (a)(4) to G.S. 143-318.11 (a)(3). Chairman Carter called upon Commissioners for input. Commissioner Tyner requested updated information on Squire Road, Courthouse project, water survey, and County Audit.

**Regular Session:**

Chairman Carter called the meeting to order, welcomed everyone, and announced when citizens could make comments. Commissioner Faulkner gave the Invocation and the Pledge of Allegiance was recited.

**Approval of Special Meeting Minutes for May 11, 2017:**

A motion was made by Chester Deloatch and seconded by Fannie Greene to approve the Special Meeting Minutes for May 11, 2017. **Question Called:** *All present voting yes.* **Motion carried**

**Approval of Special Meeting Minutes for May 15, 2017:**

A motion was made by Fannie Green and seconded by Chester Deloatch to approve the Special Meeting Minutes for May 15, 2017. **Question Called:** *All present voting yes.* **Motion carried**

**Approval of Regular Session Minutes for May 15, 2017:**

A motion was made by Charles Tyner and seconded by Chester Deloatch to approve the Regular Session Minutes for May 15, 2017. **Question Called:** *All present voting yes.* **Motion carried.**

**Approval of Closed Session Minutes for May 15, 2017:**

A motion was made by Geneva Faulkner and seconded by Fannie Greene to approve the Closed Session Minutes for May 15, 2017. **Question Called:** *All present voting yes.* **Motion carried.**

**Approval of Agenda for June 5, 2017:**

A motion was made by Chester Deloatch and seconded by Fannie Greene to approve the amended agenda for June 5, 2017. **Question Called:** *All present voting yes.* **Motion carried.**

**JCPC:**

Mrs. Pamela Stokes, NC Department of Public Safety, appeared before the Board to discuss proposed JCPC budgets for 2017-2018.

A motion was made by Charles Tyner and seconded by Chester Deloatch that the report coming from JCPC, NC Dept. of Public Safety be adopted. **Question Called:** *All present voting yes.* **Motion carried.**

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



**Northampton County**  
**NC DPS - Community Programs - County Funding Plan**

Available Funds: \$ \$94,114 Local Match: \$ \$11,888 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	\$5,241						\$5,241	
2	Children Matters	\$27,547	\$2,755					\$30,302	9%
3	MHFC Vocational Jobs	\$31,326	\$3,133					\$34,459	9%
4	Second Chance Counts	\$30,000	\$3,000		\$3,000			\$36,000	17%
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
<b>TOTALS:</b>		<b>\$94,114</b>	<b>\$8,888</b>		<b>\$3,000</b>			<b>\$106,002</b>	<b>11%</b>

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 Unexpended Funds \_\_\_\_\_

Amount of funds reversion back to DPS \_\_\_\_\_

Discretionary Funds added \_\_\_\_\_

check type ☐ initial plan ☐ update ☐ final

DPS Use Only		
Reviewed by _____	Area Coordinator _____	Date _____
Reviewed by _____	Program Director _____	Date _____
Verified by _____	County Finance Officer _____	Date _____

\_\_\_\_\_  
 Chairperson, Juvenile Crime Prevention Council (Date)

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



**NC Department of Public Safety**  
**Juvenile Crime Prevention Council Certification**

Fiscal Year: 2017-2018

County: <b>Northampton</b>	Date: April 24, 2017
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**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?

Director of Mental Health, Chief of Police, and Youth under the age of 18. 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.)                     | Yes |
| 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.) | Yes |
| 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)
- 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

\_\_\_\_\_  
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, 2017.**

#### JCPC Administrative Funds SOURCES OF REVENUE

##### DPS JCPC

Only list requested funds for  
JCPC Administrative Budget.

**Local**

\$5421

**Other**

**Total**

\$5421

\_\_\_\_\_  
JCPC Chairperson

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chairman, Board of County Commissioners

\_\_\_\_\_  
Date

\_\_\_\_\_  
DPS Designated Official

\_\_\_\_\_  
Date

**Juvenile Crime Prevention Council Certification (cont'd)**

Northampton

County

FY 2017-2018

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	Nicole Baker	Director of Pre-K	<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	Ebony Bynum	Social Worker	<input checked="" type="checkbox"/>	W	F
8) County Manager or designee	Kimberly Turner	County Manager	<input checked="" type="checkbox"/>	W	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	Sonya Ashe	Director of Reclaiming Futures	<input type="checkbox"/>	B	F
23) County Commissioner appointee			<input type="checkbox"/>		
24) County Commissioner appointee			<input type="checkbox"/>		

**Juvenile Crime Prevention Council Certification (cont'd)**

25) County Commissioner appointee			<input type="checkbox"/>		
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# North Carolina Department of Public Safety

## JCPC Program - Program Application

<b>SECTION I A</b>	<b>SPONSORING AGENCY AND PROGRAM INFORMATION</b>		
<b>FUNDING PERIOD:</b>	FY 17-18	<b>DPS/JCPC FUNDING # (cont only)</b>	866-XXXX
<b>COUNTY:</b>	Northampton	<b>AREA:</b>	Eastern Area
<b>Multi-County:</b>	No	<b>Multi-Components</b>	No
<b>NAME OF PROGRAM:</b>		Second Chance Counts	

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

COMPONENT ID #	NAME OF PROGRAM COMPONENT	PROGRAM TYPE	TOTAL COST OF EACH COMPONENT
17743	Second Chance Counts Restitution	Restitution/Community Service	\$ 36,000
Total cost of components:			\$ 36,000

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

<b>Name:</b>	Olivia Taylor	<b>Title:</b>	Manager
<b>Mailing Address:</b>	P.O. Box 530	<b>City:</b>	Rich Square
<b>Phone:</b>	(252) 539-4155	<b>Fax:</b>	(252) 539-2048
<b>E-mail:</b>	otaylor@nc-cada.org		

**Contact Person** *(if different from program manager)*

<b>Name:</b>	Olivia Taylor	<b>Title:</b>	Manager
<b>Mailing Address:</b>	P.O. Box 530	<b>City:</b>	Rich Square
<b>Phone:</b>	(252) 539-4155	<b>Fax:</b>	(252) 539-2048
<b>E-mail:</b>	otaylor@nc-cada.org		

**Program Fiscal Officer** *(cannot be program manager)*

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

SECTION I B	PROGRAM COMPONENT DESCRIPTION
COMPONENT ID #	COMPONENT INFORMATION
17743	<p><b>NAME OF COMPONENT:</b> Second Chance Counts Restitution</p> <p><b>BRIEF DESCRIPTION:</b> 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>



<b>SECTION II</b>		<b>COMPONENT STATISTICAL INFORMATION</b>			
Multi-Components Yes					
Component Service Statistics		PROGRAM COMPONENT INFORMATION - APPLICATION YEAR			
Component Name: Second Chance Counts Restitution					Component ID # 17743
What is this component's maximum client capacity at any given time?					16
Frequency of client contact per month:	3	Anticipated Average Length of Stay:		180	Days
Total Component Cost:	\$36,000	per	Estimated # to be served during funding period:	15	
Estimated Average Cost Per Youth:		\$2,400			
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		
	0	number of admissions Juvenile Justice referred	0% of total admissions		



SECTION III	COMPONENT SUMMARY
<b>NAME OF COMPONENT:</b>	Second Chance Counts Restitution
<p><b>1. Statement of the Problem:</b> <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"> <li>• Learning to engage in positive interaction with their peers</li> <li>•Assisting adults and other individuals needing their help.</li> <li>•Environmental beautification</li> <li>• Habitat for Humanity</li> <li>•Working at the food pantry</li> <li>• Working in community gardens</li> <li>• Picking up trash</li> <li>• 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.</li> </ul>	
<p><b>2. Target Population:</b> <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><b>3. Program Goal(s):</b> <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><b>4. Measurable Objective(s):</b> <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 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> <p>70% Clients will have no new adjudications for a complaint with an offense date after the admission date.</p> <p>70% Clients will complete restitution or community service within the timeframe permitted by JCPC policy.</p> <p>70% Clients will demonstrate accountability by actively participating in restitution/community service activities.</p> <p>70% Clients successfully/satisfactorily completing the program will have no new adjudications in the 12 months</p>	

SECTION III	COMPONENT SUMMARY
<b>NAME OF COMPONENT:</b>	Second Chance Counts Restitution
<p>following completion.</p> <p>70% Clients will have no new complaints with an offense date after the admission date.</p>	
<p><b>5. Elevated Risks and Needs:</b> <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)
<b>NAME OF COMPONENT:</b>	Second Chance Counts Restitution
<b>1. Location:</b> <i>List physical address(es) and describe where program services are delivered.</i>	<p>Second Chance Counts will be operating in Northampton County (CADA) office is located at 120 Sessoms Drive, Rich Square, North Carolina. Community Service Sites will be throughout the county. Worksite agreements will be completed.</p>
<b>2. Operation:</b> <i>Describe the daily/weekly schedule of program operation.</i>	<p>Northampton County program will operate Monday through Thursday 12 PM to 6 PM. Saturdays and other days will be utilized based on scheduled events to meet the need of youth to be served.</p>
<b>3. Staff Positions:</b> <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>
<b>4. Service Type SPEP:</b> <i>Describe implementation to include:</i>	<p>Primary Service: Restitution / Community Service; Secondary Service: None</p>
<b>5. Admission Process:</b> <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>

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)
<b>NAME OF COMPONENT:</b>	Second Chance Counts Restitution
<p><b>6. Termination Process:</b> <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 made aware of other planned scheduled group events.</p>	
<p><b>7. Referring Agency Interaction:</b> <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><b>8. Intervention/Treatment:</b> <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><b>9. Best Practice Model:</b> <i>Describe what model or evidence-supported/best practice the program is based upon.</i></p> <p>Community Service and Restitution Programming has been proven by the OJJDP model to be effective in helping youth learn to give back to their community. CADA has also 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><b>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.</b></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><b>Term of Agreement</b></p>	
<p>This Agreement shall become effective _____ and shall terminate _____.</p>	
<p><b>Payment to Sponsoring Agency</b></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><b>Availability of Funds:</b></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><b>Responsibilities of the Parties</b></p>	
<p>DPS shall:</p> <ol style="list-style-type: none"> <li>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;</li> <li>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;</li> <li>3. Notify in writing the County and Sponsoring Agency immediately if payments are suspended and again once payments resume;</li> <li>4. Pay only for work as described in the JCPC Program Agreement provided by the Sponsoring Agency and approved subcontractors;</li> <li>5. Provide technical assistance, orientation and training to the Sponsoring Agency, the County and the JCPC;</li> <li>6. Monitor Sponsoring Agency's JCPC funded program(s) in accordance with JCPC Policy 3. Operations: Program Oversight and Monitoring; and</li> <li>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.</li> </ol>	

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"> <li>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);</li> <li>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-802; 143B-851</li> <li>3. Review and locally approve Program Agreement Revisions received from the Sponsoring Agency and submit to the County in a timely manner;</li> <li>4. Review and locally approve Third Quarter Accounting forms and submit to the County in order to meet the due date established by DPS;</li> <li>5. Submit any other information requested by the County or DPS; and</li> <li>6. Monitor the Sponsoring Agency's currently funded JCPC program(s) in accordance with JCPC Policy 3. Operations: Program Oversight and Monitoring</li> </ol> <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"> <li>1. Ensure the Sponsoring Agency is appropriately licensed, and either a public agency or a 501 (c) 3 private non-</li> </ol>

- 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.



<p><b>Beneficiaries:</b> 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.</p>
<p><b>Property Rights</b></p>
<p><b>Intellectual Property</b> - 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.</p> <p><b>Physical Property</b> - 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.  <i>Reference: 14B NCAC 11B.0110; JCPC Policy 7. Fiscal Accounting and Budgeting: Audit Requirements</i></p>
<p><b>Disbursements and Internal Controls</b></p>
<p><b>Reversion of Unexpended Funds</b></p>
<p>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.</p>
<p><b>Accountability for Funds</b></p>
<p><b>Audit Requirement - Local Government or Public Authority Requirements</b>          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".</p> <p><b>Audit Requirement – Non-Governmental Entities:</b> 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.</p>

### 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 17-18
Item #	Justification	Expense	In Kind Expense
120	Workforce Development Coordinator		\$3,000
120	Case Manager \$1667per month x 12 months	\$20,000	
120	Administrative Support \$164 per month x 12 months	\$1,964	
180	Retirement (24400 x 3%)	\$732	
180	FICA (13998 X 7.65%)	\$1,867	
180	Life Insurance 0.8x \$24,400 per month x 12 months	\$400	
180	Workers Compensation (2000 x 2.62%x 2.4%)	\$573	
180	Medical and Dental Insurance \$175 x 12 months	\$2,100	
180	Unemployment Insurance \$24,400 x 1.04 %	\$400	
220	After school activities and snacks54.17 per month x 12	\$400	
230	Educational Materials & Training for clients and Volunteers \$30 per month x 12	\$600	
260	Office Supplies ( paper, pens ink cartridges, other general office supplies	\$400	
290	Other Supplies and Materials needed for Participants and Program	\$500	
310	Administrative Travel @ 35 per mile, hotel fees	\$800	
390	Restitution Bank	\$1,200	
440	Program portion of insurance / participants insurance	\$500	
440	Program portion of Copier Maintenance Contract	\$564	
<b>TOTAL</b>		<b>\$33,000</b>	<b>\$3,000</b>

Job Title	Annual Expense Wages	Annual In Kind Wages
Workforce Development Coordinator- Help with the management of the program		\$3,000
Administrative support	\$1,964	
Case Manager-To schedule events, keep foldes, collaboration with court counselor	\$20,000	
<b>TOTAL</b>	<b>\$21,964</b>	<b>\$3,000</b>

SECTION VII		Program: Second Chance Counts	
Fiscal Year: FY 17-18		Number of Months: 12	
	Cash	In Kind	Total
<b>I. Personnel Services</b>	<b>\$28,036</b>	<b>\$3,000</b>	<b>\$31,036</b>
120 Salaries & Wages	\$21,964	\$3,000	\$24,964
180 Fringe Benefits	\$6,072		\$6,072
190 Professional Services*			\$0
*Contracts MUST be attached			
<b>II. Supplies &amp; Materials</b>	<b>\$1,900</b>		<b>\$1,900</b>
210 Household & Cleaning			\$0
220 Food & Provisions	\$400		\$400
230 Education & Medical	\$600		\$600
240 Construction & Repair			\$0
250 Vehicle Supplies & Materials			\$0
260 Office Supplies and Materials	\$400		\$400
280 Heating & Utility Supplies			\$0
290 Other Supplies and Materials	\$500		\$500
<b>III. Current Obligations &amp; Services</b>	<b>\$2,000</b>		<b>\$2,000</b>
310 Travel & Transportation	\$800		\$800
320 Communications			\$0
330 Utilities			\$0
340 Printing & Binding			\$0
350 Repairs & Maintenance			\$0
370 Advertising			\$0
380 Data Processing			\$0
390 Other Services	\$1,200		\$1,200
<b>IV. Fixed Charges &amp; Other Expenses</b>	<b>\$1,064</b>		<b>\$1,064</b>
410 Rental or Real Property			\$0
430 Equipment Rental			\$0
440 Service and Maint. Contracts	\$1,064		\$1,064
450 Insurance & Bonding			\$0
490 Other Fixed Charges			\$0
<b>V. Capital Outlay</b>			<b>\$0</b>
<b>[This Section Requires Cash Match]</b>			
510 Office Furniture & Equipment			\$0
530 Educational Equipment			\$0
540 Motor Vehicle			\$0
550 Other Equipment			\$0
580 Buildings, Structure & Improv.			\$0
<b>Total</b>	<b>\$33,000</b>	<b>\$3,000</b>	<b>\$36,000</b>

SECTION VIII		SOURCES OF PROGRAM REVENUE (ALL SOURCES)	
FY 17-18 Northampton County Funding ID: 866-XXXX			
Sponsoring Agency: Choanoke Area Development Association, Inc. Program: Second Chance Counts			
\$30,000	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%?	
\$3,000	County Cash	Northampton County	(Specify Source)
	Local Cash		(Specify Source)
	Local Cash		(Specify Source)
\$3,000	Local In-Kind	Workforce Development Coordinator	(Specify Source)
	Other		(Specify Source)
	Other		(Specify Source)
	Other		(Specify Source)
	Other		(Specify Source)
\$36,000	TOTAL	\$3,000	\$6,000
		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

5/3/17

Program Manager

Date

Form JCPC/PA 004 JCPC Program Application

Form structure last revised 12/31/2012

Department of Public Safety





# North Carolina Department of Public Safety

## JCPC Program - Program Application

<b>SECTION I A</b>	<b>SPONSORING AGENCY AND PROGRAM INFORMATION</b>		
<b>FUNDING PERIOD:</b>	FY 17-18	<b>DPS/JCPC FUNDING # (cont only)</b>	866-XXXX
<b>COUNTY:</b>	Northampton	<b>AREA:</b>	Eastern Area
<b>Multi-County:</b>	No	<b>Multi-Components</b>	No
<b>NAME OF PROGRAM:</b>		Northampton Vocational Jobs Program	

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

COMPONENT ID #	NAME OF PROGRAM COMPONENT	PROGRAM TYPE	TOTAL COST OF EACH COMPONENT
16989	Northampton Vocational Jobs Program	Vocational Skills	\$ 34,459
Total cost of components:			\$ 34,459

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

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

**Contact Person** *(if different from program manager)*

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

**Program Fiscal Officer** *(cannot be program manager)*

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

SECTION I B	PROGRAM COMPONENT DESCRIPTION
COMPONENT ID #	COMPONENT INFORMATION
16989	<p><b>NAME OF COMPONENT:</b> Northampton Vocational Jobs Program</p> <p><b>BRIEF DESCRIPTION:</b> 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 OJJJD'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>



<b>SECTION II</b>		<b>COMPONENT STATISTICAL INFORMATION</b>			
Multi-Components No.					
<b>Component Service Statistics</b>		<b>PROGRAM COMPONENT INFORMATION - APPLICATION YEAR</b>			
Component Name: Northampton Vocational Jobs Program					Component ID # 16989
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:			5	
	5	number of admissions Juvenile Court referred		100% of total admissions	
	0	number of admissions Law Enforcement referred		0% of total admissions	
	0	number of admissions Juvenile Justice referred		0% of total admissions	

SECTION III	COMPONENT SUMMARY
<b>NAME OF COMPONENT:</b>	Northampton Vocational Jobs Program
<p><b>1. Statement of the Problem:</b> <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><b>2. Target Population:</b> <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><b>3. Program Goal(s):</b> <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
<b>NAME OF COMPONENT:</b>	Northampton Vocational Jobs Program
	<p><b>4. Measurable Objective(s):</b> <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 have no new adjudications for a complaint with an offense date after the admission date.</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 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>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 complaints with an offense date after the admission date.</p>
	<p><b>5. Elevated Risks and Needs:</b> <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 66% of youth experiencing serious school problems.</p>

SECTION IV	COMPONENT NARRATIVE (attach for each component)
NAME OF COMPONENT:	Northampton Vocational Jobs Program
<b>1. Location:</b> <i>List physical address(es) and describe where program services are delivered.</i>	<p>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.</p>
<b>2. Operation:</b> <i>Describe the daily/weekly schedule of program operation.</i>	<p>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.</p>
<b>3. Staff Positions:</b> <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>
<b>4. Service Type SPEG:</b> <i>Describe implementation to include:</i>	<p>Primary Service: Vocational counseling; Secondary Service: None</p>
<b>5. Admission Process:</b> <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>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.</p>
<b>6. Termination Process:</b> <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>Prior to the end of services, the Specialist meets with the court counselor, the youth, and family to determine if</p>

SECTION IV	COMPONENT NARRATIVE (attach for each component)
<b>NAME OF COMPONENT:</b>	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><b>7. Referring Agency Interaction:</b> <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"> <li>- The Vocational Specialist will serve as the primary contact for the County.</li> <li>- Vocational Specialists and Juvenile Court staff will communicate proactively to ensure strong utilization of services and capacity/census.</li> <li>- Methodist Home Staff will participate in DJJDP staffings, monthly JCPC meetings and will be available for court and any other meetings and appointments.</li> <li>- Weekly contact with court counselors will occur either by written reports, e-mails or direct face to face contact.</li> <li>- Staff will prepare and deliver reports during monthly JCPC meetings and at any other times needed.</li> <li>- Proactive and ongoing communication around successes, needs, barriers, concerns, appointments and information regarding the youth should be routine and professional.</li> </ul>
	<p><b>8. Intervention/Treatment:</b> <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)
<b>NAME OF COMPONENT:</b>	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><b>9. Best Practice Model:</b> <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><b>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.</b></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><b>Term of Agreement</b></p> <p>This Agreement shall become effective _____ and shall terminate _____.</p>	
<p><b>Payment to Sponsoring Agency</b></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><b>Availability of Funds:</b></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><b>Responsibilities of the Parties</b></p> <p>DPS shall:</p> <ol style="list-style-type: none"> <li>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;</li> <li>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;</li> <li>3. Notify in writing the County and Sponsoring Agency immediately if payments are suspended and again once payments resume;</li> <li>4. Pay only for work as described in the JCPC Program Agreement provided by the Sponsoring Agency and approved subcontractors;</li> <li>5. Provide technical assistance, orientation and training to the Sponsoring Agency, the County and the JCPC;</li> <li>6. Monitor Sponsoring Agency's JCPC funded program(s) in accordance with JCPC Policy 3. Operations; Program Oversight and Monitoring; and</li> <li>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.</li> </ol>	



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**

Form structure last revised 12/20/2013  
Department of Public Safety

<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"> <li>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);</li> <li>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</li> <li>3. Review and locally approve Program Agreement Revisions received from the Sponsoring Agency and submit to the County in a timely manner;</li> <li>4. Review and locally approve Third Quarter Accounting forms and submit to the County in order to meet the due date established by DPS;</li> <li>5. Submit any other information requested by the County or DPS; and</li> <li>6. Monitor the Sponsoring Agency's currently funded JCPC program(s) in accordance with JCPC Policy 3. Operations: Program Oversight and Monitoring</li> </ol> <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"> <li>1. Ensure the Sponsoring Agency is appropriately licensed, and either a public agency or a 501 (c) 3 private non-</li> </ol>

<p>profit organization;</p> <ol style="list-style-type: none"> <li>2. Use JCPC funds only for the purposes DPS has approved in program agreements or program agreement revisions;</li> <li>3. Disburse JCPC funds monthly and oversee JCPC funds to the Sponsoring Agency in accordance with 14B NCAC 11B.0108</li> <li>4. Comply with the Juvenile Crime Prevention Policy and Procedures established by DPS and the North Carolina Administrative Procedures;</li> <li>5. Review and locally approve Program Agreement Revisions received from the Sponsoring Agency for final approval from DPS; and</li> <li>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.</li> </ol> <p><i>Reference: 14B; Chapter 11; Subchapter B; JCPC Policy 3, 7, 8, 9, 10, and 11</i></p>
<p><b>Headings:</b> 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><b>Choice of Law:</b> 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><b>Assignment:</b> 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"> <li>(a) Forward the Sponsoring Agency's payment check(s) directly to any person or entity designated by the Program Manager, or</li> <li>(b) Include any person or entity designated by Sponsoring Agency as a joint payee on the Sponsoring Agency's payment check(s).</li> </ol> <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			
Northampton Vocational Jobs Program		Fiscal Year	FY 17-18
Item #	Justification	Expense	In Kind Expense
120	Program Supervisor @ 10% of \$35,200 = \$3,520	\$0	
120	Vocational Specialist @ 50% of \$33,440 = \$16,720	\$0	
180	Fringe Benefits estimated @ \$20,240 X 33% = \$6,679	\$0	
290	Youth Job Preparation and Youth Job Pay Supplement estimated @ \$221.60 per youth X 5 youths = \$1,108	\$0	
290	Program Supplies (direct support for families, parents, youths) estimated @ \$75 per quarter X 4 quarters = \$300	\$0	
310	Travel estimated at 500 miles per month X 12 months X \$0.50 = \$3,000	\$0	
390	All line items covered under 390 and the multicounty budget will show the truer expense.	\$34,459	
490	Program supervision and Indirect Cost estimated @ \$31,327 X 10% = \$3,132	\$0	
<b>TOTAL</b>		<b>\$34,459</b>	

Job Title	Annual Expense Wages	Annual In Kind Wages
Vocational Specialist @ 50% of \$33,420 = \$16,720	\$0	
Program Supervisor @ 10% of \$35,200 = \$3,520	\$0	
<b>TOTAL</b>	<b>\$0</b>	



SECTION VII		Program: Northampton Vocational Jobs Program	
Fiscal Year: FY 17-18		Number of Months: 12	
	Cash	In Kind	Total
<b>I. Personnel Services</b>	<b>\$0</b>		<b>\$0</b>
120 Salaries & Wages	\$0		\$0
180 Fringe Benefits	\$0		\$0
190 Professional Services*			\$0
*Contracts MUST be attached			
<b>II. Supplies &amp; Materials</b>	<b>\$0</b>		<b>\$0</b>
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		\$0
<b>III. Current Obligations &amp; Services</b>	<b>\$34,459</b>		<b>\$34,459</b>
310 Travel & Transportation	\$0		\$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	\$34,459		\$34,459
<b>IV. Fixed Charges &amp; Other Expenses</b>	<b>\$0</b>		<b>\$0</b>
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		\$0
<b>V. Capital Outlay</b>			<b>\$0</b>
<b>[This Section Requires Cash Match]</b>			
510 Office Furniture & Equipment			\$0
530 Educational Equipment			\$0
540 Motor Vehicle			\$0
550 Other Equipment			\$0
580 Buildings, Structure & Improv.			\$0
<b>Total</b>	<b>\$34,459</b>		<b>\$34,459</b>

SECTION VIII		SOURCES OF PROGRAM REVENUE (ALL SOURCES)	
FY 17-18 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

2/22/17

Program Manager

Date



# North Carolina Department of Public Safety

## JCPC Program - Program Application

<b>SECTION I A</b>	<b>SPONSORING AGENCY AND PROGRAM INFORMATION</b>		
<b>FUNDING PERIOD:</b>	FY 17-18	<b>DPS/JCPC FUNDING # (cont only)</b>	866-XXXX
<b>COUNTY:</b>	Northampton	<b>AREA:</b>	Eastern Area
<b>Multi-County:</b>	No	<b>Multi-Components</b>	No
<b>NAME OF PROGRAM:</b>		Children Matters	

<b>SPONSORING AGENCY:</b>	United Services Youth Inc.		
<b>SPONSORING AGENCY PHYSICAL ADDRESS:</b>	409 N. Main St. Rich Square NC 27869		
<b>SPONSORING AGENCY MAILING ADDRESS:</b>	PO Box 98 Rich Square NC 27869		
<b>TYPE:</b>	Non-Profit	<b>FEDERAL ID #</b>	74-3259362

COMPONENT ID #	NAME OF PROGRAM COMPONENT	PROGRAM TYPE	TOTAL COST OF EACH COMPONENT
18268	Youth Empowerment	Interpersonal Skill Building	\$ 30,302
Total cost of components:			\$ 30,302

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

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

### Contact Person *(if different from program manager)*

<b>Name:</b>	Marcia Winston	<b>Title:</b>	Director
<b>Mailing Address:</b>	PO Box 98	<b>City:</b>	Rich Square
<b>Phone:</b>	(252) 642-4022	<b>Fax:</b>	(888) 269-1341
<b>E-mail:</b>	m.winston@usginc.org		

### Program Fiscal Officer *(cannot be program manager)*

<b>Name:</b>	Jaquin Sessoms	<b>Title:</b>	Program Assistant
<b>Mailing Address:</b>	PO Box 98	<b>City:</b>	Rich Square
<b>Phone:</b>	(888) 552-5159	<b>Fax:</b>	(888) 269-1341
<b>E-mail:</b>	j.sessoms@usginc.org		

SECTION I B	PROGRAM COMPONENT DESCRIPTION
COMPONENT ID #	COMPONENT INFORMATION
18268	<p><b>NAME OF COMPONENT:</b> Youth Empowerment</p> <p><b>BRIEF DESCRIPTION:</b> 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>

<b>SECTION II</b>		<b>COMPONENT STATISTICAL INFORMATION</b>			
Multi-Components No					
Component Service Statistics		PROGRAM COMPONENT INFORMATION - APPLICATION YEAR			
Component Name: Youth Empowerment					Component ID # 18268
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		
	0	number of admissions Juvenile Justice referred	0% of total admissions		

SECTION III	COMPONENT SUMMARY
NAME OF COMPONENT:	Youth Empowerment
<p><b>1. Statement of the Problem:</b> <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><b>2. Target Population:</b> <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><b>3. Program Goal(s):</b> <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><b>4. Measurable Objective(s):</b> <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>60% Clients will have no new adjudications for a complaint with an offense date after the admission date.</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 successfully or satisfactorily complete services as intended by the program design/service plan.</p> <p>70% Clients successfully/satisfactorily completing the program will have no new complaints in the 12 months following</p>	

SECTION III	COMPONENT SUMMARY
<b>NAME OF COMPONENT:</b>	Youth Empowerment
	<p>completion.</p> <p>70% Clients will reduce specific problem behaviors presented at referral and targeted in the individual service plan.</p> <p>60% Clients will have no new complaints with an offense date after the admission date.</p> <p>70% Clients will demonstrate improvement in targeted skills identified in the individual service plan.</p> <p>50% Parent involvement in the services and empowerment sessions.</p> <p>100% All youth that are in need o Mental Assessments will be referred to s licensed Mental Health provider.</p>
	<p><b>5. Elevated Risks and Needs:</b> <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)
<b>NAME OF COMPONENT:</b>	Youth Empowerment
<b>1. Location:</b> <i>List physical address(es) and describe where program services are delivered.</i>	United Services Youth Program staff will render services in the School as it is allowed by school officials, community, home, library and Program office setting.
<b>2. Operation:</b> <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 third Saturday from 9AM-1PM. These hour may change due to the need of the individual youth and family and or school issues.
<b>3. Staff Positions:</b> <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/ Program Assistant -will have a minimum of high school diploma or GED equivalent and be an intern referred by the school advisor. 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>
<b>4. Service Type SPEP:</b> <i>Describe implementation to include:</i>	Primary Service: Social Skills Training; Secondary Service: None
<b>5. Admission Process:</b> <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 Juvenile Court Conselor, 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 of the participants.

SECTION IV	COMPONENT NARRATIVE (attach for each component)
<b>NAME OF COMPONENT:</b>	Youth Empowerment
<p><b>6. Termination Process:</b> <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 make contact 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><b>7. Referring Agency Interaction:</b> <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><b>8. Intervention/Treatment:</b> <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><b>9. Best Practice Model:</b> <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 of Behavioral Disturbance and Change.</p>	

SECTION IV	COMPONENT NARRATIVE (attach for each component)
NAME OF COMPONENT:	Youth Empowerment
	<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> <p>The SODAS Method: Role play and situational response.</p>

SECTION V	Terms of Agreement
<p><b>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.</b></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><b>Term of Agreement</b></p>	
<p>This Agreement shall become effective _____ and shall terminate _____.</p>	
<p><b>Payment to Sponsoring Agency</b></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><b>Availability of Funds:</b></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><b>Responsibilities of the Parties</b></p>	
<p>DPS shall:</p> <ol style="list-style-type: none"> <li>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;</li> <li>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;</li> <li>3. Notify in writing the County and Sponsoring Agency immediately if payments are suspended and again once payments resume;</li> <li>4. Pay only for work as described in the JCPC Program Agreement provided by the Sponsoring Agency and approved subcontractors;</li> <li>5. Provide technical assistance, orientation and training to the Sponsoring Agency, the County and the JCPC;</li> <li>6. Monitor Sponsoring Agency's JCPC funded program(s) in accordance with JCPC Policy 3. Operations; Program Oversight and Monitoring; and</li> <li>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.</li> </ol>	

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"> <li>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);</li> <li>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</li> <li>3. Review and locally approve Program Agreement Revisions received from the Sponsoring Agency and submit to the County in a timely manner;</li> <li>4. Review and locally approve Third Quarter Accounting forms and submit to the County in order to meet the due date established by DPS;</li> <li>5. Submit any other information requested by the County or DPS; and</li> <li>6. Monitor the Sponsoring Agency's currently funded JCPC program(s) in accordance with JCPC Policy 3. Operations: Program Oversight and Monitoring</li> </ol> <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"> <li>1. Ensure the Sponsoring Agency is appropriately licensed, and either a public agency or a 501 (c) 3 private non-</li> </ol>



<p>profit organization;</p> <ol style="list-style-type: none"> <li>2. Use JCPC funds only for the purposes DPS has approved in program agreements or program agreement revisions;</li> <li>3. Disburse JCPC funds monthly and oversee JCPC funds to the Sponsoring Agency in accordance with 14B NCAC 11B.0108</li> <li>4. Comply with the Juvenile Crime Prevention Policy and Procedures established by DPS and the North Carolina Administrative Procedures;</li> <li>5. Review and locally approve Program Agreement Revisions received from the Sponsoring Agency for final approval from DPS; and</li> <li>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.</li> </ol> <p><i>Reference: 14B; Chapter 11; Subchapter B; JCPC Policy 3, 7, 8, 9, 10, and 11</i></p>
<p><b>Headings:</b> 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><b>Choice of Law:</b> 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><b>Assignment:</b> 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"> <li>(a) Forward the Sponsoring Agency's payment check(s) directly to any person or entity designated by the Program Manager, or</li> <li>(b) Include any person or entity designated by Sponsoring Agency as a joint payee on the Sponsoring Agency's payment check(s).</li> </ol> <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>



<p><b>Beneficiaries:</b> 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.</p>
<p><b>Property Rights</b></p>
<p><b>Intellectual Property</b> - 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.</p> <p><b>Physical Property</b> - 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.  <i>Reference: 14B NCAC 11B.0110; JCPC Policy 7. Fiscal Accounting and Budgeting: Audit Requirements</i></p>
<p><b>Disbursements and Internal Controls</b></p>
<p><b>Reversion of Unexpended Funds</b></p>
<p>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.</p>
<p><b>Accountability for Funds</b></p>
<p><b>Audit Requirement - Local Government or Public Authority Requirements</b>          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".</p> <p><b>Audit Requirement – Non-Governmental Entities:</b> 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.</p>

### 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**

<b>SECTION VII</b>		<b>Program: Children Matters</b>	
<b>Fiscal Year: FY 17-18</b>		<b>Number of Months: 12</b>	
	<b>Cash</b>	<b>In Kind</b>	<b>Total</b>
<b>I. Personnel Services</b>	<b>\$27,800</b>		<b>\$27,800</b>
120 Salaries & Wages	\$26,400		\$26,400
180 Fringe Benefits	\$1,400		\$1,400
190 Professional Services*			\$0
*Contracts MUST be attached			
<b>II. Supplies &amp; Materials</b>	<b>\$2,002</b>		<b>\$2,002</b>
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	\$2,002		\$2,002
280 Heating & Utility Supplies			\$0
290 Other Supplies and Materials			\$0
<b>III. Current Obligations &amp; Services</b>	<b>\$500</b>		<b>\$500</b>
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
<b>IV. Fixed Charges &amp; Other Expenses</b>			<b>\$0</b>
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
<b>V. Capital Outlay</b>			<b>\$0</b>
<b>[This Section Requires Cash Match]</b>			
510 Office Furniture & Equipment			\$0
530 Educational Equipment			\$0
540 Motor Vehicle			\$0
550 Other Equipment			\$0
580 Buildings, Structure & Improv.			\$0
<b>Total</b>	<b>\$30,302</b>		<b>\$30,302</b>

SECTION VI: BUDGET NARRATIVE			
Children Matters		Fiscal Year	FY 17-18
Item #	Justification	Expense	In Kind Expense
120	Program Director/ Program Manage 1200 per month x 12 months	\$14,400	
120	Program Manager, Service Coordinator \$800 per month x 10 months	\$8,000	
120	Youth Mentor \$400 per month x10 months	\$4,000	
180	Required NC and Federal Taxes, workmen's Comp	\$1,400	
260	Purchase of supplies needed to operate the program	\$2,002	
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
Program Manager will oversee everyday program operation and ensure program agreement is being followed	\$14,400	
Youth Mentor	\$4,000	
Program Manager, Service Coordinator will implement services specified in program agreement	\$8,000	
TOTAL	\$26,400	

SECTION VIII		SOURCES OF PROGRAM REVENUE (ALL SOURCES)	
FY 17-18 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

3/10/17

Program Manager

Date

**Old DSS Building Renovations Project:**

Mr. Surapon Sujjavanich, Architects, appeared before the Board to provide an update on Courthouse and Old DSS Building Renovations Projects.

**CPTA:**

Mrs. Sheila Evans, DSS Director, appeared before the Board to obtain approval of a contract with CPTA which includes rate increases beginning July 1, 2017.

A motion was made by Charles Tyner and seconded by Geneva Faulkner to approve the contract with CPTA. **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  
**DECISION PAPER**

## 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

**TO:** Northampton County Board of County commissioners  
**FROM:** Northampton County DSS, Shelia Manley-Evans, Director *SME*  
**RE:** Increase in CPTA rates  
**DATE:** May 24, 2017

**PURPOSE:** To seek your approval in continuing to utilize CPTA for Medicaid and Work First transportation with their increase in rates.

### FACTS:

1. Effective rates beginning July 1, 2017 will be as follows:
  - Medical \$13.02 per trip (old rate- \$12.28 per trip)
  - Dialysis \$13.02 per trip (old rate- \$10.50 per trip)
  - Out of County Medical \$19.68 per trip
  - Jobs/Work First \$11.13 per trip- not to exceed \$3,022.25 per month
2. At this time CPTA is the only public transportation available in the county.



# 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 21, 2017

Ms. Shelia Manley-Evans  
Northampton County DSS  
P. O. Box 157  
Jackson, NC 27845

*Rec'd 4-26-17*

Dear Ms. Evans:

*This is the time of year for budget preparations and we realize everyone is struggling to develop their budgets. Although CPTA has been very fortunate not having to increase rates for the past two years, we find it necessary to increase rates beginning July 1, 2017 to offset cost with time management being the most important factor with the new processes and procedures for the Medicaid Program guidelines.*

*The rates are as follows:*

Medical	\$13.02 per trip	<i>12.28</i>
Dialysis	\$13.02 per trip	<i>10.50</i>
→ Out of County Medical	\$19.68 per trip	<i>10.50</i>
Jobs/Workfirst	\$11.13 per trip	<i>not 3022.00 per year</i>

*We look forward to serving your transportation needs. Please call me if you have any questions at (252) 539-2022 Ext. 226.*

*Sincerely,*

Pamela Perry  
Executive Director

**Contract # N66106 Fiscal Year Begins 07/01/2017 Ends 06/30/2018**

This contract is hereby entered into by and between the Northampton County Department of Social Services (the "County") and **Choanoke Public Transportation Authority (CPTA)** (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or Social Security Number is **56-1379566** and DUNS Number (required if funding from a federal funding source), **15-5995897**

- 1. Contract Documents:** This Contract consists of the following documents:
- (1) This contract
  - (2) The General Terms and Conditions (Attachment A)
  - (3) The Scope of Work, description of services, and rate (Attachment B)
  - (4) Federal Certification Regarding Drug-Free Workplace & Certification Regarding Nondiscrimination (Attachment C)
  - (5) Conflict of Interest (Attachment D)
  - (6) No Overdue Taxes (Attachment E)
  - (7) Federal Certification Regarding Environmental Tobacco Smoke (Attachment F)
  - (8) Federal Certification Regarding Lobbying (Attachment G)
  - (9) Federal Certification Regarding Debarment (Attachment H)
  - (10) *if applicable*, HIPAA Business Associate Addendum (checklist and forms)
  - (11) Certification of Transportation (Attachment J)
  - (12) *if applicable*, IRS federal tax exempt letter or 501 (c)(3)(Attachment K) <http://www.irs.gov/pub/irs-11311023.pdf>
  - (13) Certain Reporting and Auditing Requirements (Attachment L)
  - (14) State Certification (Attachment M)
  - (15) Contract Determination Questionnaire (required)

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

- 2. Precedence among Contract Documents:** In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.
- 3. Effective Period:** This contract shall be effective on **07/01/2017** and shall terminate on **06/30/2018**. This contract must be twelve months or less.
- 4. Contractor's Duties:** The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.
- 5. County's Duties:** The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed \$ \_\_\_\_\_. This amount consists of \$ \_\_\_\_\_ in Federal funds (CFDA # \_\_\_\_\_), \$ \_\_\_\_\_ in State Funds, \$ \_\_\_\_\_ in County funds

X a. There are no matching requirements from the Contractor.

- ☐ b. The Contractor's matching requirement is \$ \_\_\_\_\_, which shall consist of:
- |   |  |
|---|--|
| <input type="checkbox"/> In-kind          | <input type="checkbox"/> Cash                |
| <input type="checkbox"/> Cash and In-kind | <input type="checkbox"/> Cash and/or In-kind |

The contributions from the Contractor shall be sourced from non-federal funds.  
The total contract amount including any Contractor match shall not exceed \$ \_\_\_\_\_

- 6. Reversion of Funds:**  
Any unexpended grant funds shall revert to the County Department of Social Services/Human Services upon termination of this contract.

**7. Reporting Requirements:**

Contractor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular- CFR Title 2 Grants and Agreements, Part 200, and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

**8. Payment Provisions:**

Payment shall be made in accordance with the Contract Documents as described in the Scope of Work, Attachment B.

- 9. Contract Administrators:** All notices permitted or required to be given by one Party to the other and all questions about the contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

**For the County:**

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Shelia Manley-Evans, Director	Name & Title	Shelia Manley-Evans, Director
County	Northampton	County	Northampton
Mailing Address	P.O. Box 157	Street Address	9588 NC 305 Hwy
City, State, Zip	Jackson, NC 27845	City, State, Zip	Jackson, NC 27845
Telephone	252-534-1983		
Fax	252-534-0061		
Email	shelia.evans@nhcnc.net		

**For the Contractor:**

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Pamela Perry, Exec Director	Name & Title	Pamela Perry
Company Name	CPTA	Company Name	CPTA
Mailing Address	P.O. Box 320	Street Address	505 North Main St
City State Zip	Rich Square, NC 27869	City State Zip	Rich Square, NC 27869
Telephone	252-539-2022		
Fax	252-539-2533		
Email	pperry@choanokepta.org		

**10. Supplementation of Expenditure of Public Funds:**

The Contractor assures that funds received pursuant to this contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that the Contractor otherwise expends for contract services and related programs. Funds received under this contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Contractor's total expenditure of other public funds for such services.

**11. Disbursements:**

As a condition of this contract, the Contractor acknowledges and agrees to make disbursements in accordance with the following requirements:

- (a) Implement adequate internal controls over disbursements;
- (b) Pre-audit all vouchers presented for payment to determine:
  - Validity and accuracy of payment
  - Payment due date
  - Adequacy of documentation supporting payment
  - Legality of disbursement
- (c) Assure adequate control of signature stamps/plates;
- (d) Assure adequate control of negotiable instruments; and
- (e) Implement procedures to insure that account balance is solvent and reconcile the account monthly.

**12. Outsourcing to Other Countries:**

The Contractor certifies that it has identified to the County all jobs related to the contract that have been outsourced to other countries, if any. The Contractor further agrees that it will not outsource any such jobs during the term of this contract without providing notice to the County.

**13. Federal Certifications:**

Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, and Lobbying. These assurances and certifications are to be signed by the contractor's authorized representative.

**14. Specific Language Not Previously Addressed:**

*( can be deleted if not needed)*

**15. Signature Warranty:** The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

The Contractor and the County have executed this contract in duplicate originals, with one original being retained by each party.

Signature Pamela Perry

Date

Printed Name Pamela Perry

Title

COUNTY *Shelia Manley-Evans*

Signature Shelia Manley-Evans

*5/30/17*  
Date

*Shelia Manley-Evans*  
Printed Name Shelia Manley-Evans

*Director*

Title

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

*Reelie A. Edwards*  
Signature of County Finance Officer

*5/31/17*  
Date

Contract# N66106  
CPTA

## Attachment A General Terms and Conditions

### Relationships of the Parties

**Independent Contractor:** The Contractor is and shall be deemed to be an independent contractor in the performance of this contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the County.

**Subcontracting:** The Contractor shall not subcontract any of the work contemplated under this contract without prior written approval from the County. Any approved subcontract shall be subject to all conditions of this contract. Only the subcontractors specified in the contract documents are to be considered approved upon award of the contract. The County shall not be obligated to pay for any work performed by any unapproved subcontractor. The Contractor shall be responsible for the performance of all of its subcontractors.

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

- (a) Forward the Contractor's payment check(s) directly to any person or entity designated by the Contractor, or
- (b) Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s).

In no event shall such approval and action obligate the County to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

**Beneficiaries:** Except as herein specifically provided otherwise, this contract 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 contract, and all rights of action relating to such enforcement, shall be strictly reserved to the County and the named Contractor. 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 the County and Contractor that any such person or entity, other than the County or the Contractor, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

### Indemnity and Insurance

**Indemnification:** The Contractor agrees to indemnify and hold harmless the County and any of their officers, agents and employees, from any claims of third parties arising out of or any act or omission of the Contractor in connection with the performance of this contract.

**Insurance:** During the term of the contract, the Contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Contractor shall provide and maintain the following coverage and limits:

- (a) **Worker's Compensation** - The contractor shall provide and maintain Worker's Compensation Insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is sublet, the Contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.
- (b) **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
- (c) **Automobile Liability Insurance:** The Contractor shall provide automobile liability insurance with a combined single limit of \$500,000.00 for bodily injury and property damage; a limit of \$500,000.00 for uninsured/underinsured motorist coverage; and a limit of \$2,000.00 for medical payment coverage. The Contractor shall provide this insurance for all automobiles that are:
  - (a) owned by the Contractor and used in the performance of this contract;
  - (b) hired by the Contractor and used in the performance of this contract; and
  - (c) Owned by Contractor's employees and used in performance of this contract ("non-owned vehicle insurance"). Non-owned vehicle insurance protects employers when employees use their personal vehicles for work purposes. Non-owned vehicle insurance supplements, but does not replace, the car-owner's liability insurance.

The Contractor is not required to provide and maintain automobile liability insurance



Contract# N66106  
CPTA

on any vehicle – owned, hired, or non-owned – unless the vehicle is used in the performance of this contract.

- (d) The insurance coverage minimums specified in subparagraph (a) are exclusive of defense costs.
- (e) The Contractor understands and agrees that the insurance coverage minimums specified in subparagraph (a) are not limits, or caps, on the Contractor's liability or obligations under this contract.
- (f) The Contractor may obtain a waiver of any one or more of the requirements in subparagraph (a) by demonstrating that it has insurance that provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The County shall be the sole judge of whether such a waiver should be granted.
- (g) The Contractor may obtain a waiver of any one or more of the requirements in paragraph (a) by demonstrating that it is self-insured and that its self-insurance provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The County shall be the sole judge of whether such a waiver should be granted.
- (h) Providing and maintaining the types and amounts of insurance or self-insurance specified in this paragraph is a material obligation of the Contractor and is of the essence of this contract.
- (i) The Contractor shall only obtain insurance from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in the State of North Carolina. All such insurance shall meet all laws of the State of North Carolina.
- (j) The Contractor shall comply at all times with all lawful terms and conditions of its insurance policies and all lawful requirements of its insurer.
- (k) The Contractor shall require its subcontractors to comply with the requirements of this paragraph.
- (l) The Contractor shall demonstrate its compliance with the requirements of this paragraph by submitting certificates of insurance to the County before the Contractor begins work under this contract.

#### Transportation of Clients by Contractor:

The contractor will maintain Insurance requirements if required as noted under Article 7 Rule R2-36 of the North Carolina Utilities Commission.

#### Default and Termination

**Termination Without Cause:** The County may terminate this contract without cause by giving 30 days written notice to the Contractor.

**Termination for Cause:** If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written

**General Terms and Conditions rev 06-07-2015**

notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the County, become its property and the Contractor 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 Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor's breach of this agreement, and the County may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the County may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

**Waiver of Default:** Waiver by the County of any default or breach in compliance with the terms of this contract by the Provider 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 contract unless stated to be such in writing, signed by an authorized representative of the County and the Contractor and attached to the contract.

**Availability of Funds:** The parties to this contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the County.

**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 contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.



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### Intellectual Property Rights

**Copyrights and Ownership of Deliverables:** All deliverable items produced pursuant to this contract are the exclusive property of the County. The Contractor shall not assert a claim of copyright or other property interest in such deliverables.

**Federal Intellectual Property Bankruptcy Protection Act:** The Parties agree that the County shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365 (n) and any amendments thereto.

### Compliance with Applicable Laws

**Compliance with Laws:** The Contractor shall 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.

**Title VI, Civil Rights Compliance:** In accordance with Federal law and U.S. Department of Agriculture (USDA) and U.S. Department of Health and Human Services (HHS) policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability. Under the Food Stamp Act and USDA policy, discrimination is prohibited also on the basis of religion or political beliefs.

**Equal Employment Opportunity:** The Contractor shall comply with all federal and State laws relating to equal employment opportunity.

**Health Insurance Portability and Accountability Act (HIPAA):** The Contractor agrees that, if the County determines that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the County may require to ensure compliance.

- (a) **Data Security:** The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.
- (b) **Duty to Report:** The Contractor shall report a suspected or confirmed security breach to the local Department of Social Services/Human Services Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service

data within one (1) hour after the breach is first discovered.

- (c) **Cost Borne by Contractor:** If any applicable federal, state, or local law, regulation, or rule requires the Contractor to give written notice of a security breach to affected persons, the Contractor shall bear the cost of the notice.

### Trafficking Victims Protection Act of 2000 :

The Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104)

**Executive Order # 24:** It is unlawful for any vendor, contractor, subcontractor or supplier of the state to make gifts or to give favors to any state employee. For additional information regarding the specific requirements and exemptions, contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

### Confidentiality

**Confidentiality:** Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the County. The Contractor acknowledges 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 contract.

### Oversight

**Access to Persons and Records:** The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants 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 the Division. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract 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,

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negotiation, audit, disallowance action, or other action involving this Contract 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. The record retention period for Temporary Assistance for Needy Families (TANF) and MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

#### **Warranties and Certifications**

**Date and Time Warranty:** The Contractor warrants that the product(s) and service(s) furnished pursuant to this contract ("product" includes, without limitation, any piece of equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interfaces therein) that perform any date and/or time data recognition function, calculation, or sequencing will support a four digit year format and will provide accurate date/time data and leap year calculations. This warranty shall survive the termination or expiration of this contract.

**Certification Regarding Collection of Taxes:** G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors that meet one of the conditions of G.S. 105-164.8(b) and yet refuse to collect use taxes on sales of tangible personal property to purchasers in North Carolina. The conditions include: (a) maintenance of a retail establishment or office; (b) presence of representatives in the State that solicit sales or transact business on behalf of the vendor; and (c) systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. The Contractor certifies that it and all of its affiliates (if any) collect all required taxes.

#### **E-Verify**

**Pursuant to G.S. 143-48.5 and G.S. 147-33.95(g)**, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: [www.USCIS.gov](http://www.USCIS.gov)

#### **Miscellaneous**

**Choice of Law:** The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, are governed by the laws of North Carolina. The Contractor, by signing this contract, agrees and submits, solely for matters concerning this Contract,

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to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be the county in which the contract originated. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be the county where the contract originated, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

**Amendment:** This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the County and the Contractor.

**Severability:** In the event that a court of competent jurisdiction holds that a provision or requirement of this contract 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 contract shall remain in full force and effect.

**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.

**Time of the Essence:** Time is of the essence in the performance of this contract.

**Key Personnel:** The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the County. The term "key personnel" includes any and all persons identified as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

**Care of Property:** The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this contract and will reimburse the County for loss of, or damage to, such property. At the termination of this contract, the Contractor shall contact the County for instructions as to the disposition of such property and shall comply with these instructions.

**Travel Expenses:** Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates established in County policy.

**Sales/Use Tax Refunds:** If eligible, the Contractor and all subcontractors shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this contract, pursuant to G.S. 105-164.14; and (b) exclude all

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refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

**Advertising:** The Contractor shall not use the award of this contract as a part of any news release or commercial advertising.

**ATTACHMENT B – Scope of Work      Federal Tax Id. or SSN 56-1379566**  
**Contract # N66106**

**A. CONTRACTOR INFORMATION**

1. Contractor Agency Name: Choanoke Public Transportation Authority (CPTA)
2. *If different* from Contract Administrator Information in General Contract:  
Address (Same)

Telephone Number: 252-539-2022 Fax Number: 252-539-2533 Email: pperry@choanokepta.org

3. Name of Program (s): Medicaid; Elderly and Handicapped; and Work First Transportation
4. Status: ( ) Public ( ) Private, Not for Profit ( ) Private, For Profit (X) Authority
5. Contractor's Financial Reporting Year July 1, 2017 through June 30, 2018

**B. Explanation of Services to be provided and to whom (include SIS Service Code): T**

Transportation to medical appointments for eligible Medicaid and Elderly & Handicapped Program clients;  
 Transportation to Adult Day Care for eligible clients;  
 Transportation to school, work, training or other areas relating to Work First Employment Services for eligible Work first clients.

**C. Rate per unit of Service (define the unit): Unit defined as one-(1) one-way trip from point A to point B.**

1. If Standard Fixed Rate, Maximum Allowable, (See Rates for Services Chart)

2. Negotiated County Rate.

Medical, Title XX and Elderly/Handicapped Transportation (excluding dialysis) **\$13.02** per unit of one way trip.

Dialysis Transportation **\$13.02** per unit of one way trip

Out of County Medical **\$19.68** per unit of one way trip

Van for Work First participants **\$11.13** per unit of one way trip (not to exceed \$3,022.25 per mth)

**D. Number of units to be provided: 9,000**

**E. Details of Billing process and Time Frames; Billed Monthly**

**F. Area to be served/Delivery site(s): Northampton County**

**G: Trip Requirements:**

CPTA must meet the following obligations in providing transportation for NCDSS and for the clients:

An obligation that no more than one quarter of one percent of all trips be missed by the vendor (vendor no-show) during the course of the contract year;

An obligation to meet on-time performance standards such that no more than five percent (5%) of trips should be late for recipient drop off to their appointment per month (past the recipient's appointment time);

An obligation to provide names of all owners, managers, management entities, and subcontractors;

An obligation to report any changes such as insurance provider, business ownership or management or exclusion from participation in Medicare;

An obligation to allow monitoring of records to ensure all contract requirements are met;

An obligation to report all no-shows on a daily basis and cancellations on a monthly basis;

An obligation not to charge NCDSS for no-show or wait times,

An obligation to maintain its own transportation logs comparable to DMA 2056 to ensure an accurate count of all NEMT trips.

9, An obligation to use the provided transportation billing codes on invoices to NCDSS for reimbursements.

An obligation to record all recipient complaints which deal with matters in the vendor's control, including the date the complaint was made, the nature of the complaint and what steps were taken to resolve the complaint.

An obligation to allow one Guest to accompany a wheelchair patient on trip at No Charge.

An obligation to receive approval from Medicaid Transportation Coordinator(s) before transporting an escort or attendant.

  
(Signature of County Authorized Person)

5/30/17  
(Date Submitted)

\_\_\_\_\_  
(Signature of Contractor)

\_\_\_\_\_  
(Date Submitted)

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CPTA

### ATTACHMENT C

#### CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS AND CERTIFICATION REGARDING NONDISCRIMINATION

Northampton County Department of Social Services/Human Services

- I. By execution of this Agreement the Contractor certifies that it will provide a drug-free workplace by:
  - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - B. Establishing a drug-free awareness program to inform employees about:
    - (1) The dangers of drug abuse in the workplace;
    - (2) The Contractor's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - C. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (A);
  - D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the agreement, the employee will:
    - (1) Abide by the terms of the statement; and
    - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
  - E. Notifying the County within ten days after receiving notice under subparagraph (D)(2) from an employee or otherwise receiving actual notice of such conviction;
  - F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (D)(2), with respect to any employee who is so convicted:
    - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
    - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and



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Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).

II. The site(s) for the performance of work done in connection with the specific agreement are listed below:

1. 305 N Main Street  
(Street address)  
  
Rich Square, NC 27869  
(City, county, state, zip code)
2.  
(Street address)  
  
(City, county, state, zip code)

Contractor will inform the County of any additional sites for performance of work under this agreement.

False certification or violation of the certification shall be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment  
**45 C.F.R. Section 82.510. Section 4 CFR Part 85, Section 85.615 and 86.620.**

#### **Certification Regarding Nondiscrimination**

**The Vendor certifies** that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.



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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Agency/Organization

\_\_\_\_\_  
Date

(Certification signature should be same as Contract signature.)

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## ATTACHMENT D

### Conflict of Interest Policy

The Board of Directors/Trustees or other governing persons, officers, employees or agents are to avoid any conflict of interest, even the appearance of a conflict of interest. The Organization's Board of Directors/Trustees or other governing body, officers, staff and agents are obligated to always act in the best interest of the organization. This obligation requires that any Board member or other governing person, officer, employee or agent, in the performance of Organization duties, seek only the furtherance of the Organization mission. At all times, Board members or other governing persons, officers, employees or agents, are prohibited from using their job title, the Organization's name or property, for private profit or benefit.

A. The Board members or other governing persons, officers, employees, or agents of the Organization should neither solicit nor accept gratuities, favors, or anything of monetary value from current or potential contractors/vendors, persons receiving benefits from the Organization or persons who may benefit from the actions of any Board member or other governing person, officer, employee or agent. This is not intended to preclude bona-fide Organization fund raising-activities.

B. A Board or other governing body member may, with the approval of Board or other governing body, receive honoraria for lectures and other such activities while not acting in any official capacity for the Organization. Officers may, with the approval of the Board or other governing body, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If a Board or other governing body member, officer, employee or agent is acting in any official capacity, honoraria received in connection with activities relating to the Organization are to be paid to the Organization.

C. No Board member or other governing person, officer, employee, or agent of the Organization shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his knowledge, any of the following has a financial interest in that purchase or contract:

1. The Board member or other governing person, officer, employee, or agent;
2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
3. An organization in which any of the above is an officer, director, or employee;
4. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.

D. **Duty to Disclosure** – Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to the Board or other governing body or one's supervisor immediately.

E. **Board Action** – When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists. In addition, the person(s) shall not participate in the

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final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of and vote of the Board of Directors/Trustees or other governing body.

**F. Violations of the Conflicts of Interest Policy** – If the Board of Directors/Trustees or other governing body has reasonable cause to believe a member, officer, employee or agent has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose. If, after hearing the person's response and after making further investigation as warranted by the circumstances, the Board of Directors/Trustees or other governing body determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

**G. Record of Conflict** – The minutes of the governing board and all committees with board delegated powers shall contain:

1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Approved by:

\_\_\_\_\_  
 Name of Organization

\_\_\_\_\_  
 Signature of Organization Official

\_\_\_\_\_  
 Date

**NOTARIZED CONFLICT OF INTEREST POLICY**

\_\_\_\_\_  
 State of North Carolina

County of \_\_\_\_\_

I, \_\_\_\_\_, Notary Public for said County and State, certify  
 that

\_\_\_\_\_ personally appeared before me this day and  
 acknowledged

that he/she is \_\_\_\_\_ of \_\_\_\_\_  
 [enter name of entity]

and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
(Official Seal)

Notary Public

My Commission expires \_\_\_\_\_, 20 \_\_\_\_

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## Attachment E – No Overdue Tax Debts

**Instructions:** Grantee/Provider should complete this certification for all funds received. Entity should enter appropriate data in the yellow highlighted areas. The completed and signed form must be provided to the County Department of Social Services/Human Services.

### Entity's Letterhead

**05/17/2017**

To: County Department of Social Services/Human Services

**Certification:**

We certify that the **Choanoke Public Transportation Authority** does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S.) 143C-10-1b.

**Sworn Statement:**

Connie Perry and Pamela Perry being duly sworn, say that we are the Board Chair and Executive Director, respectively, of Choanoke Public Transportation Authority of Rich Square in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

\_\_\_\_\_  
Board Chair

\_\_\_\_\_  
Executive Director

Sworn to and subscribed before me on the day of the date of said certification.

\_\_\_\_\_  
(Notary Signature and Seal)

My Commission Expires: \_\_\_\_\_

<sup>1</sup> G.S. 105-243.1 defines: Overdue tax debt. – Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement."

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## ATTACHMENT F

### CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Northampton County Department of Social Services/Human Services

#### Certification for Contracts, Grants, Loans and Cooperative Agreements

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per day and/or the imposition of an administrative compliance order on the responsible entity.

By signing and submitting this application, the Contractor certifies that it will comply with the requirements of the Act. The Contractor further agrees that it will require the language of this certification be included in any subawards which contain provisions for children's services and that all subgrantees shall certify accordingly.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Agency/Organization

\_\_\_\_\_  
Date

(Certification signature should be same as Contract signature.)

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**Attachment G**

**Northampton County Department of Social Services/Human Services**

**Certification Regarding Lobbying**

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal, state or local government agency, a Member of Congress, a Member of the General Assembly, an officer or employee of Congress, an officer or employee of the General Assembly, an employee of a Member of Congress, or an employee of a Member of the General Assembly in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal, state or local government agency, a Member of Congress, a Member of the General Assembly, an officer or employee of Congress, an officer or employee of the General Assembly, an employee of a Member of Congress, or an employee of a Member of the General Assembly in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Notwithstanding other provisions of federal OMB Circulars-CFR Title 2, Grants and Agreements, Part 200, costs associated with the following activities are unallowable:

**Paragraph A.**

- (1) Attempts to influence the outcomes of any Federal, State, or local election, referendum, initiative, or similar procedure, through in kind or cash contributions, endorsements, publicity, or similar activity;
- (2) Establishing, administering, contributing to, or paying the expenses of a political party, campaign, political action committee, or other organization established for the purpose of influencing the outcomes of elections;
- (3) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation through communication with any member or employee of the Congress or State legislature (including efforts to influence State or

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- local officials to engage in similar lobbying activity), or with any Government official or employee in connection with a decision to sign or veto enrolled legislation;
- (4) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation by preparing, distributing or using publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign; or
  - (5) Legislative liaison activities, including attendance at legislative sessions or committee hearings, gathering information regarding legislation, and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in unlawful lobbying.

The following activities as enumerated in Paragraph B are excepted from the coverage of Paragraph A:  
**Paragraph B.**

- (1) Providing a technical and factual presentation of information on a topic directly related to the performance of a grant, contract or other agreement through hearing testimony, statements or letters to the Congress or a State legislature, or subdivision, member, or cognizant staff member thereof, in response to a documented request (including a Congressional Record notice requesting testimony or statements for the record at a regularly scheduled hearing) made by the recipient member, legislative body or subdivision, or a cognizant staff member thereof; provided such information is readily obtainable and can be readily put in deliverable form; and further provided that costs under this section for travel, lodging or meals are unallowable unless incurred to offer testimony at a regularly scheduled Congressional hearing pursuant to a written request for such presentation made by the Chairman or Ranking Minority Member of the Committee or Subcommittee conducting such hearing.
- (2) Any lobbying made unallowable by subparagraph A (3) to influence State legislation in order to directly reduce the cost, or to avoid material impairment of the organization's authority to perform the grant, contract, or other agreement.
- (3) Any activity specifically authorized by statute to be undertaken with funds from the grant, contract, or other agreement.

**Paragraph C.**

- (1) When an organization seeks reimbursement for indirect costs, total lobbying costs shall be separately identified in the indirect cost rate proposal, and thereafter treated as other unallowable activity costs in accordance with the procedures of subparagraph B.(3).
- (2) Organizations shall submit, as part of the annual indirect cost rate proposal, a certification that the requirements and standards of this paragraph have been complied with.
- (3) Organizations shall maintain adequate records to demonstrate that the determination of costs as being allowable or unallowable pursuant to this section complies with the requirements of this Circular.
- (4) Time logs, calendars, or similar records shall not be required to be created for purposes of complying with this paragraph during any particular calendar month when: (1) the employee engages in lobbying (as defined in subparagraphs (a) and (b)) 25 percent or less of the employee's compensated hours of employment during that calendar month, and (2) within the preceding five-year period, the organization has not materially misstated allowable or unallowable costs of any nature, including legislative lobbying costs. When conditions (1) and (2) are met, organizations are not required to establish records to support the allowability of claimed costs in addition to records already required or maintained. Also, when conditions (1) and (2) are met, the absence of time logs, calendars, or similar records will not serve as a basis for disallowing costs by contesting estimates of lobbying time spent by employees during a calendar month.
- (5) Agencies shall establish procedures for resolving in advance, in consultation with OMB, any significant questions or disagreements concerning the interpretation or application of this section. Any such advance resolution shall be binding in any subsequent settlements, audits or investigations with respect to that grant or contract for purposes of interpretation of this Circular;

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CPTA

provided, however, that this shall not be construed to prevent a contractor or grantee from contesting the lawfulness of such a determination.

**Paragraph D.**

Executive lobbying costs. Costs incurred in attempting to improperly influence either directly or indirectly, an employee or officer of the Executive Branch of the Federal Government to give consideration or to act regarding a sponsored agreement or a regulatory matter are unallowable. Improper influence means any influence that induces or tends to induce a Federal employee or officer to give consideration or to act regarding a federally sponsored agreement or regulatory matter on any basis other than the merits of the matter.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Agency/Organization

\_\_\_\_\_  
Date

(Certification signature should be same as Contract signature.)

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CPTA

#### ATTACHMENT H

Northampton County Department of Social Services/Human Services

#### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

##### Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to which the proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended,

(Federal Certification-Debarment)(06/2015)

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ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency of which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -  
Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Agency/Organization

\_\_\_\_\_  
Date

(Certification signature should be same as Contract signature.)

This document will be used to determine if you have a business associate relationship with a contractor. This form should be completed on all contracts that have a HIPPA covered health care component. This would include all health related information.

Contractor: CPTA

Contract Number: N66106

Date: 07/1/17

## HIPPA ASSESSMENT FORM

Questions	Notes	Steps
1. Has a relationship been initiated Yes allows the contractor to perform a function or activity for, or on behalf of, County Department of Social Services HIPPA covered health care component?		YES—Go to Question 2. NO—Stop. There is no business associate relationship.
2. Is the function or service to be rendered by the contractor on an activity other than treatment of clients?	NOTE: The sharing of Individually identifiable health information with another treatment contractor for treatment purposes only does not require a business associate agreement. See 45 CFR §164.502(e)(1)(ii)(A)	YES—Go to Question 3. NO—Stop. There is no business associate relationship.
3. Does the function or service to be rendered by the contractor involve the use or disclosure of the County Department of Social Services individually identifiable health information?	NOTE: Data that does not contain A County Department of Social Services individually identifiable health information is not covered by HIPPA and thus does not have to be protected through a business associate agreement.	YES—Go to Question 4. NO—Stop. There is no business associate relationship.
4. Are the services rendered by staff from the contractor performed on the premises of the covered health care component, using the component's resources and following the component's policies and procedures?	NOTES: Whenever a service is rendered on the premises of a covered component, utilizing the component's resources and following the component's policies and procedures, the person rendering such services is considered a member of the component's workforce, and is required to comply with the component's privacy policies and procedures. No business associate agreement is required.	NO—Got Question 5. YES—Stop. There is not business associate relationship.
5. Is the contractor performing a type(s) of function/activity for or on the behalf of the County Department of Social Services HIPPA covered health	Check appropriate service(s): <input type="checkbox"/> Attorney Representing Agency <input type="checkbox"/> Benefits Management	<b>YES—You have identified a business associate relationship.</b> The specified function/activity, which involves the sharing of individually identifiable

<p>component that is directly related to the covered health component's continued operation?</p>	<input type="checkbox"/> Patient Accounts Billing <input type="checkbox"/> Claims Processing <input type="checkbox"/> Claims Administration <input type="checkbox"/> Bill Collections <input type="checkbox"/> Professional Services <input type="checkbox"/> Special Population Assessments <input type="checkbox"/> Data Analysis <input type="checkbox"/> Data Processing <input type="checkbox"/> Data Administration <input type="checkbox"/> JCAHO <input type="checkbox"/> Council on Accreditation <input type="checkbox"/> Re-pricing <input type="checkbox"/> Rate Setting <input type="checkbox"/> Practice Management <input type="checkbox"/> Software Support <input type="checkbox"/> Utilization Review <input type="checkbox"/> Quality Assurance Contract Analysis <input type="checkbox"/> Central Office Supervision <input type="checkbox"/> Security <input type="checkbox"/> Dietary <input type="checkbox"/> Machine Maintenance <input type="checkbox"/> Facility Maintenance <input type="checkbox"/> Landscaping <input type="checkbox"/> Housekeeping <input type="checkbox"/> Hardware Support <input type="checkbox"/> Audits/Surveys <input type="checkbox"/> Purchasing	<p>health information, is provided by the contractor. This constitutes a business associate relationship as such information must be protected the same as required of the HIPPA covered health care component. There are two types of business associate relationships: External Business Associate relationships: You have indentified an External business associate relationship if you are contracting with any entity outside city, county or state government. A <u>Business Associate Addendum</u> must be signed and included with the contract. If you are completing a Memorandum of Agreement (MOA) with a governmental entity the <u>Government Associate Addendum</u> must be utilized. NO—STOP. There is no business associate relationship.</p>
<p><b>ADDITIONAL REQUIRMENTS</b></p>		
<p><b>NOTE:</b> Make sure all county requirements are met for internally notifying the correct parties for External and Internal Business Associates</p>		

Rev: 7-1-2013

Contract # N66106  
CPTA

## ATTACHMENT J

### CERTIFICATION REGARDING TRANSPORTATION

Northampton County Department of Social Services/Human Services

By execution of this Agreement the Contractor certifies that it will provide safe client transportation by:

1. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be at least 18 years of age;
2. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be licensed to operate the specific vehicle used in transporting clients in accordance with Chapter 20-7 of the General Statutes of North Carolina and the Division of Motor Vehicle requirements;
3. Insuring that all vehicles transporting clients shall have at least the minimum level of liability insurance appropriate for the type of vehicle as defined by Article 7, Rule R2-36 of the North Carolina Utilities Commission;
4. Insuring that the contractor shall have written policies and procedures regarding how drivers handle and report client emergencies and/or vehicle crashes involving clients to contractor and how contractor notifies the Northampton County Department of Social Services;
5. Insuring that no more than one quarter of one percent of all trips be missed by the contractor during the course of the contract period; *(Medicaid only)*
6. Insuring that that no more than five percent (5%) of trips should be late for recipient drop off to their appointment per month; *(Medicaid only)*
7. Contractor will maintain records documenting the following *(County may require contractor to provide)*:
  - a. Valid current copies of Drivers License for all drivers;
  - b. Current valid Vehicle Registration, for all vehicles transporting clients;
  - c. Driving records for all drivers for the past three years and with annual updates;
  - d. Criminal Background checks through North Carolina Law Enforcement or NCIC prior to employment and every three years thereafter;
  - e. Alcohol and Drug Testing policy to meet the Federal Transit Authority guidelines.
8. Disclosing, at the outset of the contract, upon renewal and upon request, any criminal convictions or other reasons for disqualifications from participation in Medicare, Medicaid or Title XX programs *(signature on this form confirms this statement)*.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Agency/Organization

\_\_\_\_\_  
Date

(Certification signature should be same as Contract signature.)



## ATTACHMENT K

### What is a Private Non Profit Agency?

**Answer:** A private non profit is an organization that is incorporated under State law and whose purpose is not to make a profit, but rather to further a charitable, civic, religious, scientific, or other lawful purpose. The Secretary of State's office grants corporate status to organizations in North Carolina.

### What is a 501(c)(3) designation?

**Answer:** When the agency becomes a state private non profit corporation, it can then apply for 501(c)(3) designation through the IRS. Once the IRS grants 501(c)(3) status, the organization is exempt from certain taxes and any donations to the charitable organization are tax deductible. Many individuals and organizations prefer to make donations to 501(c)(3) private non profits.

### Who can obtain a 501(c)(3) designation?

**Answer:** Any organization or group can apply for 501(c)(3) status, provided their charter or mission focuses on the non profit's objective.

Another option is to apply for a 509(a)(1) status which falls under the 501(c)(3) umbrella. Being a 509(a)(1) designates an organization as a tax-free public charity that receives most of its support from a governmental unit or from the general public. Becoming a 509(a)(1) provides public recognition of tax-exempt status, advance assurance to donors of deductibility of contributions, exemption from certain State and federal taxes, and non profit mailing privileges. Organizations that typically qualify are churches, educational institutions, hospitals, and governmental units.

### How does a Private Non Profit obtain Tax Exempt Status?

EO Web Site [ [www.irs.gov/ep](http://www.irs.gov/ep) ]

#### IRS TE/GE Customer Service

You may direct technical and procedural questions concerning charities and other nonprofit organizations, including questions about your tax-exempt status and tax liability, to the IRS Tax Exempt and Government Entities Customer Account Services at (877) 829-5500 (toll-free number).

If you prefer to write, you may write at:

Internal Revenue Service  
Exempt Organizations Determinations  
P.O. Box 2508  
Cincinnati, OH 45201

You may also contact the [Taxpayer Advocate Service](#), an independent organization within the IRS that helps taxpayers resolve problems with the IRS and recommends changes that will prevent problems.

A private non profit must apply to the IRS for tax exempt status. To qualify, applicants must complete and submit to the IRS Form 1023. Once federal tax exempt status is granted, the private non profit applies for State tax exempt status by completing Form CD-435 and submitting it to the N. C. Department of Revenue.

### What must a County Department of Social Services/Human Services do?

**Answer:** Verify the Tax Exempt Letter. Check date for expiration and check if current address of agency is reflected.

Revised 06-2015

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**Attachment L**  
**Notice of Certain Reporting and Audit Requirements**

Grantee shall comply with all rules and reporting requirements established by statute or administrative rules. All reports must be submitted to the addresses below.

The applicable prescribed requirements are found in North Carolina General Statute 143C-6-22 & 23 entitled "Use of State Funds by Non-State Entities" and Implementation of Required Rules, 09 NCAC 03M .0102 -0802, North Carolina Administrative Code, issued September 2005.

The Contractor's fiscal year runs from **July 1, 2017** to **June 30, 2018**.

G.S. 143C-6-23 requires every nongovernmental entity that receives State or Federal pass-through grant funds directly from a State agency to file annual reports on how those grant funds were used. There are 3 reporting levels which are determined by the total direct grant receipts from all State agencies in your fiscal year:

- Level 1: Less than \$25,000
- Level 2: At least \$25,000 but less than \$500,000
- Level 3: \$500,000 or more

A grantee's reporting date is determined by its fiscal year end and the total funding received directly from all State agencies. For those grantees receiving less than \$500,000, the due date is 6 months from its fiscal year end. For those receiving \$500,000 or more, the due date is 9 months from its fiscal year end. In addition to the reports, grantees receiving \$500,000 or more must submit a yellow book audit in electronic or hard copy to the Office of the State Auditor and to all funding State agencies at the addresses below.

**All annual grantee reports required by GS 143C-6-23 must be completed online at [www.NCGrants.gov](http://www.NCGrants.gov).** The online reporting system will automatically place your organization on the Noncompliance list if your reports have not been completed in [www.NCGrants.gov](http://www.NCGrants.gov) by your required due date.

To access the online grants reporting system go to [www.NCGrants.gov](http://www.NCGrants.gov) and click on the LOGIN tab at the top of the page. You must have a NCID to access the online reporting system. To obtain a user manual or request assistance with the system please go to <https://www.ncgrants.gov/NCGrants/Help.jsp>. You can also email requests for assistance directly to [NCGrants@osbm.nc.gov](mailto:NCGrants@osbm.nc.gov).

Once you have logged in you will see your "Grantee Summary / Data Entry Screen".

- Your summary screen will identify your correct level of reporting, i.e., Level 1, 2 or 3, based on the State grant funds paid to your organization during your fiscal year.
- The summary will show all the grants contained in the [www.NCGrants.gov](http://www.NCGrants.gov) system that have been awarded to your organization. The program will automatically provide links to the reports that correspond to your reporting level, and only those reports, for each grant. Check to make sure that the grant(s) shown in the system correspond with what you show as having received from each agency for your fiscal year.
- If you have questions, need help in resolving any differences between your records and online reporting system or need corrections to be made to the data you enter, send an e-mail to [NCGrants@osbm.nc.gov](mailto:NCGrants@osbm.nc.gov) to request help.

All grantees must file their required reports online at [www.NCGrants.gov](http://www.NCGrants.gov) without exception.

**IMPORTANT NOTE FOR AUDITS**

(REV. 7-10)

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If you expend more than \$500,000 in Federal grant funds from all sources, then you must have an A-133 single audit performed. If you are at this level for federal reporting and you are required to file a yellow book audit with the State under G.S. 143C-6-23, then you may substitute the A-133 audit for the yellow book audit.

If you are required to have an A-133 audit performed and you receive any Federal grant funds passed through the North Carolina Department of Health and Human Services, you are required to file the A-133 audit with the North Carolina Department of Health and Human Service.

If you expend more than \$500,000 and you are required to file a yellow book audit with the State Auditor under G.S. 143C-6-23, then you are also required to file the yellow book audit with the North Carolina Department of Health and Human Service.

A planned enhancement to the system is the capability for the grantee to directly upload a pdf version of their audit directly into the online system where it will be accessible to both the funding agency/agencies and the Office of the State Auditor.

Please send the required audit to the following address:

Mail to: DHHS Office of the Controller  
Attention: Audit Resolution  
2019 Mail Service Center  
Raleigh, NC 27699-2019

Or direct delivery to: 1050 Umstead Drive  
Raleigh, NC 27606

#### **Equipment Purchased with Contract Funds:**

Title to equipment costing in excess of \$500.00 acquired by the Contractor with funds from this contract shall vest in the Contractor, subject to the following conditions.

- A. The Contractor shall use the equipment in the project or program for which it was acquired as long as needed. When equipment is no longer needed for the original project or program or if operations are discontinued, or at the termination of this contract the Contractor shall contact the Division for written instructions regarding disposition of equipment.
- B. With the prior written approval of the Division, the Contractor may use the equipment to be replaced as trade-in against replacement equipment or may sell said equipment and use the proceeds to offset the costs of replacement equipment.
- C. For equipment costing in excess of \$500.00, equipment controls and procedures shall include at a minimum the following:
  1. Detailed equipment records shall be maintained which accurately include the:
    - a. Description and location of the equipment, serial number, acquisition date/cost, useful life and depreciation rate;
    - b. Source/percentage of funding for purchase and restrictions as to use or disposition; and
    - c. Disposition data, which includes date of disposal and sales price or method used to determine fair market value.

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2. Equipment shall be assigned a control number in the accounting records and shall be tagged individually with a permanent identification number.
  3. Biennially, a physical inventory of equipment shall be taken and results compared to accounting and fixed asset records. Any discrepancy shall immediately be brought to the attention of management and the governing board.
  4. A control system shall be in place to ensure adequate safeguards to prevent loss, damage, or theft of equipment and shall provide for full documentation and investigation of any loss or theft.
  5. Adequate maintenance procedures shall be implemented to ensure that equipment is maintained in good condition.
  6. Procedures shall be implemented which ensure that adequate insurance coverage is maintained on all equipment. A review of coverage amounts shall be conducted on a periodic basis, preferably at least annually.
- D. The Contractor shall ensure all subcontractors are notified of their responsibility to comply with the equipment conditions specified in this section.

## Reporting Requirements of N. C. General Statute 143C-6.23

Use these charts to determine GS 143C-6.23 reporting requirements.

Total Funds from All State Agencies	Reports Due (Key all reports into online reporting system at <a href="http://www.NCGrants.gov">www.NCGrants.gov</a> , including online submission of the audit when the system has the capability). Until that point, audits should be mailed to both the Office of the State Auditor and the NC Department of Health and Human Services (DHHS).)	Reports Due Date
Level 1 \$1 - \$24,999	<ul style="list-style-type: none"> <li>• Certification</li> <li>• State Grants Compliance Reporting Receipt of &lt; \$25,000.*</li> </ul>	Within 6 months of entity's fiscal year end
Level 2 \$25,000 - \$499,999	<ul style="list-style-type: none"> <li>• Certification</li> <li>• State Grants Compliance Reporting Receipt of &gt;= \$25,000</li> <li>• Schedule of Receipts and Expenditures*</li> <li>• Program Activities and Accomplishments</li> </ul>	Within 6 months of entity's fiscal year end
Level 3 \$500,000 or more	<ul style="list-style-type: none"> <li>• Certification</li> <li>• State Grants Compliance Reporting Receipt of &gt;= \$25,000</li> <li>• Audit [A-133 Single Audit if &gt;= \$500,000 in federal funds or Yellow Book Audit]</li> <li>• Schedule of Federal and State Awards (May be included in the audit)</li> <li>• Program Activities and Accomplishments</li> </ul>	Within 9 months of entity's fiscal year end

Use this chart to determine where to send copies of GS 143C-6.23 reports.

Grantees receiving \$500,000 or more must send one copy of each audit report to DHHS.	<p>Mail to: DHHS Office of the Controller Attention: Audit Resolution 2019 Mail Service Center Raleigh, NC 27699-2019</p> <p>Or direct delivery to: 1050 Umstead Drive Raleigh, NC 27606</p>
<p>Grantees receiving \$500,000 or more must send one copy of each audit report to the State Auditor.</p> <p>In addition, grantees must submit copies of their audits to <a href="http://www.NCGrants.gov">www.NCGrants.gov</a> for compliance purposes.</p>	<p>Mail to: Office of the State Auditor 20601 Mail Service Center Raleigh, NC 27699-0601</p> <p>Or direct delivery to: 2 South Salisbury Street Raleigh, NC 27603</p>



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CPTA

### Attachment M

## State Certification

### Contractor Certifications Required by North Carolina Law

#### Instructions

The person who signs this document should read the text of the statutes listed below and consult with counsel and other knowledgeable persons before signing.

- The text of Article 2 of Chapter 64 of the North Carolina General Statutes can be found online at:  
[http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter\\_64/Article\\_2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf)
- The text of G.S. 105-164.8(b) can be found online at:  
[http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_105/GS\\_105-164.8.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf)
- The text of G.S. 143-48.5 (S.L. 2013-418, s. 2.(d)) can be found online at:  
<http://www.ncga.state.nc.us/Sessions/2013/Bills/House/PDF/H786v6.pdf>
- The text of G.S. 143-59.1 can be found online at:  
[http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.1.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf)
- The text of G.S. 143-59.2 can be found online at:  
[http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf)
- The text of G.S. 147-33.95(g) (S.L. 2013-418, s. 2. (e)) can be found online at:  
<http://www.ncga.state.nc.us/Sessions/2013/Bills/House/PDF/H786v6.pdf>

#### Certifications

- (1) **Pursuant to G.S. 143-48.5 and G.S. 147-33.95(g)**, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: [www.uscis.gov](http://www.uscis.gov)

Local government is specifically exempt from Article 2 of Chapter 64 of the North Carolina General Statutes. However, local government is subject to and must comply with North Carolina General Statute §153A-99.1., which states in part as follows:

Counties Must Use E-Verify. - Each county shall register and participate in E-Verify to verify the work authorization of new employees hired to work in the United States.

- (2) **Pursuant to G.S. 143-59.1(b)**, the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
- (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); **and**
  - (b) [check **one** of the following boxes]

Contractor Certifications Required by North Carolina Law

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- ☐ Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c) (2) after December 31, 2001; **or**
- ☐ The Contractor or one of its affiliates **has** incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 **but** the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.

- (3) **Pursuant to G.S. 143-59.2(b)**, the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (4) The undersigned hereby certifies further that:
- (a) He or she is a duly authorized representative of the Contractor named below;
- (b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
- (c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

\_\_\_\_\_  
Contractor's Name

\_\_\_\_\_  
Signature of Contractor's Authorized Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Contractor's Authorized Agent

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Date

The witness should be present when the Contractor's Authorized Agent signs this certification and should sign and date this document immediately thereafter.



**Request Date/Time for Public Hearing for HCCBG Grant:**

Mrs. Joslyn Reagor, Office on Aging Director, appeared before the Board to request a Public Hearing date and time for HCCBG Grant.

Chairman Carter asked the Clerk, Komita Hendricks, for a date and time. Ms. Hendricks gave the date and time of June 19, 2017 at 6:05 pm.

A motion was made by Fannie Greene and seconded by Charles Tyner to set the date and time of June 19, 2017 at 6:05 pm for a Public Hearing for HCCBG Grant. **Question Called:** *All present voting yes.* **Motion carried.**

**Employee Wellness Program**

Mr. Andy Smith, Health Department Director, appeared before the Board to seek approval of the Employee Wellness Services Program to current Northampton County Employees beginning July 1, 2017.

A motion was made by Charles Tyner and seconded by Fannie Greene to approve the proposed Employee Wellness Services Program to current Northampton County Employees with Medcost insurance beginning July 1, 2017 and waive the \$15 co-pay along with allowing current county employees not to use sick leave during their appointment. **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:** June 5, 2017  
**RE:** Proposed County Employee Wellness Program

#### **PURPOSE:**

The purpose of this decision paper is to request the Board of Commissioners' approval for the Health Department to begin providing Employee Wellness Services to current Northampton County Employees beginning July 1, 2017.

#### **FACTS:**

1. Northampton County Health Department is currently a preferred provider for Medcost Health Insurance and can bill Medcost Insurance for services rendered.
2. Northampton County Health Department currently and as needed sees current Northampton County Employees for occasional sick visits and bills Medcost Insurance for services rendered.
3. By providing Employee Wellness Services to current County Employees, Northampton County Health Department will be able to generate additional revenues and ensure a healthier County workforce by providing Health Wellness services.
4. The proposed County Wellness Program has been approved by the Northampton County Board of Health, Health Department Medical Director, Dr. Frank Taylor and Medcost Health Insurance.

#### **DISCUSSION:**

Northampton County Health Department would like to begin offering an Employee Wellness Program to all current County Employees who have Medcost Health Insurance beginning July 1, 2017 on Mondays, Tuesdays and Thursdays of each week by scheduled appointment. As an extra benefit for coming to the Health Department for Wellness services, the Health Department requests County Commissioner approval to waive the \$15 Health Insurance copay and also allow current county employees to **Not** have to use sick leave during their appointment. If the Proposed County Employee Wellness Program proves to be successful,

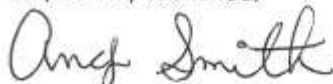
the Health Department will seek to contract with an additional Mid-level Provider under the supervision of the Agency Medical Director to provide services on Friday of each week and possibly an occasional Wednesday of each week. The Health Department's proposed FY17-18 budget is able to support the Wellness Program thus no additional County Funds will be needed.

The Benefits of the Proposed County Employee Wellness Program are twofold; County Employees will save money and time by coming to the Health Department for services thus resulting in a healthier workforce and the Health Department will be able to generate much needed additional revenues by billing Medcost Insurance for services rendered. All current County Employees will also be able to be seen for sick visits with the ability to provide specialist referral if needed. The only foreseen potential challenge at the moment is that the Health Department may not initially be able to offer same day appointments but will certainly strive to see everyone as soon as possible.

#### **RECOMMENDATIONS:**

The Northampton County Health Department and Board of Health recommend that Northampton County Commissioner's approve Proposed County Employee Wellness Program beginning July 1, 2017 and waive the \$15 Insurance Copay along with allowing current county employees not to use sick leave for health visit appointments at the Health Department.

Respectfully submitted,



Andy Smith  
Health Director

#### **COORDINATION:**

County Manager:

Concur Kimberly B. Dean  
Concur with Comment if approved, Commissioner's  
Non-concur will Waive the \$15 fee for the Health Department

Finance Director:

Concur Russie H. Edwards  
Concur with Comment \_\_\_\_\_  
Non-concur \_\_\_\_\_

Human Resources Director:

Concur Marcenda Rogers  
Concur with Comment \_\_\_\_\_  
Non-concur \_\_\_\_\_

**Rental Agreement:**

Mrs. Karen Lee, Recidivism Reduction, appeared before the Board to obtain approval of a rental agreement with Newport News Shipyard Commuter's Club.

A motion was made by Fannie Greene and seconded by Chester Deloatch to approve the proposed contract between Northampton County Recidivism Reduction and Newport News Commuter's Club for the purpose of office and classroom rental space. **Question Called:** *Yes (Commissioners Carter, Deloatch, Tyner, and Greene); no (Commissioner Faulkner).* **Motion carried.**

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

**DECISION PAPER**

**To:** Northampton County Board of Commissioners  
**FROM:** Northampton County Recidivism Reduction Services  
**DATE:** May 30, 2017  
**Re:** Newport News Shipyard Commuter's Club

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**Purpose:**

The purpose of this decision paper is to request the Board of Commissioner's approval of the Newport News Shipyard Commuter's Club contract for the Northampton Recidivism Reduction Services.

---

**Facts:**

1. The Northampton Recidivism Reduction Services is in need of office and classroom space in Hertford County to provide services for offenders. The Recidivism Reduction Services receives \$55,000.00 yearly from the North Carolina Department of Public Safety to provide Cognitive Behavior services to offenders in Hertford County.
  2. Newport News Shipyard Commuter's Club has office space available for rent at the rate of \$200.00 per month.
  3. The proposed contract was sent to Scott Mckellar, County Attorney, for review.
- 

**DISCUSSION**

Northampton County's Recidivism Reduction Services in in need of office and classroom space to provide Cognitive Behavioral Services in Hertford County to offenders. Newport News Shipyard Commuter's Club has space available at the rate of \$200.00 monthly. The proposed contract has been sent to Scott Mckellar, County Attorney for review.

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**RECOMMENDATION**

The Northampton County Recidivism Reduction Services recommends that the Commissioners approve the proposed contract between Northampton's County Recidivism Reduction Services and Newport News Commuter's Club for the purpose of office and classroom rental space.

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Respectfully Submitted,

Karen Lee, Director  
Recidivism Reduction Services

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**COORDINATION:****County Manager:**

Concur Kimberly F. De...  
Concur with comment \_\_\_\_\_  
Non-concur \_\_\_\_\_

**Finance Director:**

Concur Ressie A. Edwards  
Concur with comment \_\_\_\_\_  
Non-concur \_\_\_\_\_

---

NEWPORT NEWS SHIPYARD COMMUTERS' CLUB  
 101 C. S. Brown Drive, Winton, North Carolina 27986  
 (252) 358-7701 (252) 358-6521-Fax E-Mail: [magic@coastalnet.net](mailto:magic@coastalnet.net)

This is an agreement between the Newport News Shipyard Commuters' Club of Winton, North Carolina, Lessor and Northampton County, Lessee to rent property belonging to the Lessor known as NNSCC. The area to be rented is described as "Lunch Room" for a period of 6 months from May 9, 2017 to December 9, 2017.

The Lessee, Northampton County, agrees to pay the NNSCC, Lessor, the total sum of \$1,200.00 in increments of \$200.00 per month with a (3) working day cancellation for both parties.

The Lessee, Northampton County, agrees to provide its own insurance on all persons involved (available upon request) and shall not hold the Lessee, NNSCC responsible for any personal injuries or property damages caused by Lessee.

The Lessee, Northampton County, agrees to make sure property upon leaving is same as found upon arrival, with any damages being repaired by Lessee, less normal wear and tear.

Additional comments:

William M. Pierce  
 NNSCC Lessor Representative

\_\_\_\_\_  
 Lessee Representative

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

This Instrument has been prepared in the manner as

Per NC.G.S. 159-20 (a) Rebecca A. Edwards  
 Finance Officer



**NC Division of Water Infrastructure:**

Mr. Jason S. Morris, Public Works Director, appeared before the Board to obtain approval by the Board to complete and submit an application to the NC Division of Water Infrastructure for an Asset Inventory and Assessment Grant for water and sewer infrastructure for Northampton County Public Works Water and Sewer Division.

A motion was made by Geneva Faulkner and seconded by Charles Tyner to approve to proceed with the submission of applications for the Asset Inventory and Assessment Grant to the NC Division of Water Infrastructure for existing water and sewer infrastructure owned by Northampton County. **Question Called: All present voting yes. Motion carried.**

Mr. Morris also provided the Board with an update on Squire Road and the water survey.

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

**DECISION PAPER**

**To:** Northampton County Board of Commissioners

**From:** Jason S. Morris, Public Works Director

**Date:** June 5, 2017

**Reference:** NC Division of Water Infrastructure – Asset Inventory and Assessment Grant

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**Purpose:** The purpose of this Decision Paper is to obtain approval by the Board of Commissioners to complete and submit applications to the NC Division of Water Infrastructure for an Asset Inventory and Assessment Grant for water and sewer infrastructure for Northampton County Public Works Water and Sewer Division.

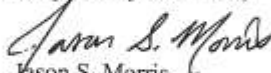
**Facts:**

1. Northampton County does not currently have an Asset Management Plan for all systems operated by the Public Works Department.
2. Green Engineering has offered to assist Northampton County in preparing and submitting the applications for water and sewer Asset Inventory and Assessment Grants. (See letter Attachment)
3. The deadline for application submittal is September 30, 2017.

**Discussion:** An asset management plan will be useful to determine the age of all infrastructure for water and sewer to best determined and plan for future replacements and needs of our aging infrastructure. These asset management plans are helpful with scoring on other grant applications for system improvement that may be done in the future. Asset Management Plans also help in the creation of more accurate Capital Improvement Plans when planning for future upgrades to our systems.

**Recommendation:** The Public Works Department recommends the Board of Commissioners approve to proceed with the submission of applications for the Asset Inventory and Assessment Grant to the NC Division of Water Infrastructure for existing water and sewer infrastructure owned by Northampton County

Respectfully submitted,

  
Jason S. Morris  
Public Works Director

Coordination:

Finance Officer

Concur \_\_\_\_\_

Non-concur \_\_\_\_\_

Concur with comment Healie A. Edwards  
If application is approved 5% match must be set aside in Public Works Budget.

County Manager

Concur Kimberly B. Allen

Non-concur \_\_\_\_\_

Concur with comment \_\_\_\_\_

Action by Decision Makers

Approved \_\_\_\_\_

Disapprove \_\_\_\_\_

Other \_\_\_\_\_

---



Green Engineering, PLLC

Water, Wastewater, Surveying

Planning, Project Management

303 Goldsboro Street East • PO Box 609 • Wilson, NC 27684

TEL 252.237.5305 • FAX 252.243.7400

WWW.GREENENGINEERING.COM

March 3, 2017

Northampton County  
PO Box 68  
Jackson, North Carolina, 27845

Attention: Mr. Jason Morris, UMC  
Public Works Director

Subject: NC Division of Water Infrastructure  
Asset Inventory and Assessment Grants  
Sample Application Submittals

Dear Mr. Morris:

Please find attached for your review three (3) Asset Inventory and Assessment Grant applications we prepared for municipal clients and submitted to the Division of Water Infrastructure. All three of these applications were funded and they are as follows:

- Bertie County Water District II
- City of Wilson – Water System
- City of Wilson – Sanitary Sewer System

As we discussed we believe Northampton County would be a strong candidate for grant consideration based on a preliminary evaluation of the economic indicators and the fact that you are operating several independent water systems. The attached applications will give you an idea of what information needs to be included in the application and what information will need to be provided by the County if you choose to submit. Please pay special attention to Line Items in the Narrative as the Division of Water Infrastructure places a lot of emphasis on the Applicant's "internal asset management team", how the Applicant will use the information developed through this project and how the asset inventory database developed through this project will be kept up to date.

There is only one (1) application cycle this year and the submittal date is September 30, 2017. Again, per our discussion, Green Engineering will prepare this application on behalf of Northampton County (with some assistance from the County) at no cost to the County. We also understand that if a grant is awarded the County will most likely advertise to receive a Statement of Qualifications or RFQ for completion of the project even though this is not a requirement of the award by the Division of Water Infrastructure.

Applications for sanitary sewer can also be separately submitted.

If you have any questions regarding the above or the attachments please give me a call to discuss.

Respectfully,

E. Leo Green, III, PE, PLS

w:\northa 17027 office\jason morris six hr. 5-3-2017.docx



Green Engineering, PLLC  
 Water, Wastewater, Surveying  
 Planning, Project Management

303 Goldsboro Street East • PO Box 508 • Wilson, NC 27094  
 TEL 252.237.6365 • FAX 252.743.7499  
 WWW.GREENENGINEERING.COM

February 28, 2017

Northampton County  
 PO Box 68  
 Jackson, North Carolina, 27845

Attention: Mr. Jason Morris, UMC  
 Public Works Director

Subject: NC Division of Water Infrastructure  
 Asset Inventory and Assessment Grants

Dear Mr. Morris:

Thank you for taking the time yesterday to speak with me regarding the RFQ/RFP for the water main relocation project on Squire Road. During our conversation we discussed Northampton County's lack of a comprehensive Geographical Information System (GIS) database for the water systems and the need for one. I mentioned to you that the North Carolina Division of Water Infrastructure is now accepting grant applications for Asset Inventory and Assessment grants and that these grants were created in Session Law 2015-241 in the changes made to NCGS 159G, to broaden the use of grant funds to encourage water and wastewater utilities to become more viable and more proactive in the management and financing of their system.

**Why is this important?**

Funding applications for infrastructure improvements, whether loan, grant or both, are being ranked based on a very competitive priority rating system for which points are awarded in multiple categories, with funding being allocated to the highest ranked application first, then the next highest, and so forth until all available funds are exhausted. As a result, many needed worthwhile projects go unfunded each year. Maximizing your application's points is your best way to improve your chances of getting funded. Areas to improve your score include the implementation of capital improvement and asset management plans; source water protection and/or wellhead protection plans, and water conservation incentive rate structures. The State, in realizing the benefits that these measures could have on water and sewer utilities across the state, decided to offer grants of nearly 100% to assist these utilities in these efforts. As a starting point, the State has made grant funds available to go towards Asset Inventory and Assessment projects; the first two (2) steps of a comprehensive Asset Management Plan.

**What does it cost my Utility?**

Northampton County can request up to \$150,000 towards this effort with a local match of 5-20% depending on where the County rates in the following five (5) Local Government Unit Indicators:

- Percent population change
- Poverty Rate
- Median Household Income
- Unemployment
- Property Valuation Per Capita

Based on these indicators, Northampton County will be required to provide the following match:

- 5% match if 5 of 5 LGU indicators are worse than state benchmark
- 10% match if 4 of 5 LGU indicators are worse than state benchmark
- 15% match if 3 of 5 LGU indicators are worse than state benchmark
- 20% match if <3 of 5 LGU indicators are worse than state benchmark

Based on our evaluation, Northampton County will be required to provide a 5% match. Northampton County will have the option to provide in-kind services or cash for this match.

**What other Factors are considered in the Grant?**

Applicants with Operating Ratios greater than 1.0 over the past three (3) years, i.e. water and/or sewer rates greater than \$33.00 per month, and evidence that the county's asset management team will use the information gained from this grant to manage their infrastructure in the future will also be factored into the score of this application.

**What does Northampton County need to do to apply for this grant?**

Assist Green Engineering with information to complete a 6 page Common Application; adopt a Resolution requesting the grant and willingness to participate in the match; complete a LGC-108A Form; and sign a form certifying that the County has not transferred any funds from the water and/or sewer enterprise fund to the County's general fund.

Green Engineering will complete and file the Grant Application at no charge with the understanding that if a grant is awarded Northampton County will contract with Green Engineering to perform the asset inventory and assessment survey.

**Is there a dead Line?**

Yes, this application has to be filed no later than September 30, 2017 as there is not a Spring cycle. This may seem like a long time from now but we all know that application deadlines have a way of sneaking up on you.

**IF you are interested in filing a grant application for asset inventory and assessment please contact our office at your earliest convenience so we may begin this process with you. Time is of the essence to meet this deadline.**

Please give me a call at 252-237-5365 if you have any questions regarding the information presented above.

Respectfully,



E. Leo Green, III; PE, PLS

**Ad Valorem Tax Appeals:**

Mrs. Cathy Allen, Tax Administrator, appeared before the Board to obtain approval to release or refund Ad Valorem taxes in the amount of \$588.38 on 2 appeals.

A motion was made by Chester Deloatch and seconded by Fannie Greene to 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 listing. **Question Called:** *All present voting yes.* **Motion carried.**

**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 \$966.90 on 26 appeals.

A motion was made by Fannie Greene and seconded by Chester Deloatch to approve the request for release or refund of the Ad Valorem Tax appeals submitted herewith in the amounts and for the reason stated on the listing. **Question Called:** *All present voting yes.* **Motion carried.**

**Late Application Appeals for 2016:**

Mrs. Cathy Allen, Tax Administrator, appeared before the Board to obtain the Board's action concerning whether Duke Energy has good cause for filing late applications for Tax Exemption on Gaston Solar, LLC, Garysburg Solar, LLC, Seaboard Solar, LLC and Woodland Solar, LLC.

A motion was made by Charles Tyner and seconded by Geneva Faulkner to refund Duke Energy for the late application. **Question Called:** *All present voting yes.* **Motion carried.**

**Solid Waste Appeals-Busy Bees:**

Mrs. Cathy Allen, Tax Administrator, appeared before the Board to obtain the Board's action concerning a Solid Waste fee appeal submitted by Mrs. Vicky Bennett.

A motion was made by Geneva Faulkner and seconded by Charles Tyner to deny the request according to the Solid Waste Ordinance adopted in 1993. **Question Called:** *Yes (Commissioners Carter, Faulkner, and Tyner) no (Commissioner Greene, Deloatch).* **Motion carried.**

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



# **DECISION PAPER**

TO: NORTHAMPTON COUNTY BOARD OF COMMISSIONERS

FM: Cathy B. Allen, Tax Administrator

RE: Ad Valorem Tax Appeals

DT: May 30, 2017

THIS IS A DECISION PAPER.

**PURPOSE:** To obtain the Board's approval to release or refund Ad Valorem taxes assessed in the amount of **\$588.38** on two (2) 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: \_\_\_\_\_

May 30, 2017

Ad Valorem Tax Appeals

NAME	ACCOUNT	ACTION	AMOUNT	REASON
Pearcey, John & Sandra	91577	Refund	\$ 532.39	Illegal Tax
Williams, Brenna	128682	Release	55.99	Double Listed
<b>TOTAL REFUNDS/RELEASES</b>			<b>\$ 588.38</b>	

Respectfully submitted,

CATHY B. ALLEN  
TAX ADMINISTRATOR

CBA/br

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

# **DECISION PAPER**

TO: NORTHAMPTON COUNTY BOARD OF COMMISSIONERS

FM: Cathy B. Allen, Tax Administrator

RE: Ad Valorem Tax Appeals

Motor Vehicle Refunds

DT: May 30, 2017

THIS IS A DECISION PAPER.

**PURPOSE:** To obtain the Board's approval to release or refund Ad Valorem taxes assessed in the amount of **\$966.90** on twenty-six (26) 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: \_\_\_\_\_

May 2017 refund

## AD VALOREM TAX APPEALS

## MOTOR VEHICLE REFUND ADJUSTMENTS

NAME	ACTION	AMOUNT	REASON
MICHAEL ANDREW ASTON	REFUND	\$1.53	VEHICLE SOLD
BAMBI DESIREE BARNES	REFUND	\$108.10	VEHICLE TOTALLED
LAUREN CHAPPELL BARNES	REFUND	\$77.48	VEHICLE SOLD
BUILING FAITH CHRISTIAN CENTER	REFUND	\$84.91	EXEMPT PROPERTY
ROSA COX	REFUND	\$2.59	VEHICLE SOLD
BARRINGTON KEITH DAVIS	REFUND	\$6.78	VEHICLE SOLD
SHIRLEY LONG DELOATCH	REFUND	\$80.03	VEHICLE SOLD
SHIRLEY EASTER	REFUND	\$8.17	VEHICLE SOLD
KENNY RAY GODFREY	REFUND	\$44.69	VEHICLE TOTALLED
BRENDA FLEETWOOD GRANT	REFUND	\$15.86	SITUS ERROR
AKRAM KASSIM HUSSEIN	REFUND	\$68.56	VEHICLE SOLD
GARRY RUDOLPH JACOBS	REFUND	\$10.76	VEHICLE SOLD
JASON BRADLEY JENKINS	REFUND	\$138.20	SITUS ERROR
ANGELINE JONES JOYNER	REFUND	\$33.27	VEHICLE SOLD
RACHEL ANN LITTLE	REFUND	\$6.99	VEHICLE SOLD
LAKEISHA ZAKEITA MAYES	REFUND	\$2.95	VEHICLE SOLD
LLOYD DAQUAN PITMAN	REFUND	\$34.08	VEHICLE SOLD
LARRY EUGENE SNOW	REFUND	\$27.00	VEHICLE SOLD
TEDDY NEAL SUMNER	REFUND	\$8.96	VEHICLE SOLD
ROBERT MCDONALD SURRY	REFUND	\$42.49	VEHICLE SOLD
JESSICA RENEE WATERS	REFUND	\$30.67	VEHICLE SOLD
RONNIE EUGENE WATERS	REFUND	\$25.20	VEHICLE SOLD
SARAH ELIZABETH WEST	REFUND	\$8.30	VEHICLE SOLD
HUNTER JORDAN WHEELER	REFUND	\$20.40	SITUS ERROR
NICOLE ALICIA WHITE	REFUND	\$67.58	SITUS ERROR
TRUDY SHEARIN WILLIAMS	REFUND	\$11.35	VEHICLE SOLD
<b>TOTAL REFUND AMOUNT</b>		<b>\$966.90</b>	

Respectfully submitted,

CATHY B. ALLEN

TAX ADMINISTRATOR

CBA/epj

CC: Board of Commissioners (7)

County Manager (1)

Clerk to Board (6)

# **POSITION PAPER**

**TO:** NORTHAMPTON COUNTY BOARD OF COMMISSIONERS

**FM:** Cathy Allen, Tax Administrator

**RE:** Late 2016 applications for Tax Exemption /Exclusion–Gaston Solar, LLC, Garysburg Solar, LLC, Seaboard Solar, LLC and Woodland Solar, LLC

**DT:** May 19, 2017

**PURPOSE:** To obtain the Board's action concerning whether Duke Energy has good cause for filing late applications for Tax Exemption on the above referenced solar farms for 2016.

**FACTS:** The fore mention owners as of January 1, 2016 did not submit applications for tax exemption for 2016. Therefore, each entity was billed at 100 percent of their appraised values. Mr. David Wright, Director of Property & Indirect Tax for Duke Energy filed late applications on behave of the Gaston Solar, LLC, Garysburg Solar, LLC, Seaboard Solar, LLC and Woodland Solar, LLC which were received in office February 24, 2017. **G.S. 105-282.1 (2) (a1)** does allows an applicant to submit a late application upon a showing of good cause by the applicant for failure to make a timely application, an application for exemption or exclusion filed after the close of the listing period may be approved by the department of Revenue, the board of equalization and review, the board of county commissioners, or the governing body of a municipality, as appropriate.

**DISCUSSION:** An untimely application for exemption or exclusion approved under G.S. 105-282.1(2) (1) states under this subsection applies only to property taxes levied by the county or municipality in the calendar year in which the untimely application is filed.

Northampton's deadline for listing was February 15, 2016 or by December 31, 2016 for submitting a late application.

## **CONCLUSION:**

**RECOMMENDATION:** If the Board of Commissioners approves the late application the Tax office request the Board to authorize the Tax Collector to refund Duke Energy from tax bill 16A128279.01.1 (\$68,505.83), tax bill 16A128280.01.1 (\$64,533.48), tax bill (\$61,892.36) and tax bill 16A128282.06.1 (\$66,407.49) the total levy amount of **\$261,339.16**. The break-down consist of (\$237,418.37 G01, \$3,845.28 F52, \$4,714.20 F53, \$3,543.29 F57, and \$4,823.53 F59) plus total interest in the amount of \$6,994.49 bringing the total refund to **\$268,333.65**.

## **ACTION BY THE BOARD:**

APPROVED \_\_\_\_\_

DISAPPROVED \_\_\_\_\_

OTHER \_\_\_\_\_

SIGNATURE & DATE \_\_\_\_\_



March 29, 2017

Northampton Board of Commissioners  
100 West Jefferson Street  
Jackson, NC 27845-0808

Tax Department

**Duke Energy**  
DEC41A | 550 South Tryon Street  
Charlotte, NC 28202

Mailing Address:  
P.O. Box 1321  
Charlotte, NC 28201

**RE: Notice of Appeal**  
**Gaston Solar, LLC; Garysburg Solar, LLC**  
**Woodland Solar, LLC; Seaboard Solar, LLC**  
**2016 Solar Energy Electric System Exemption – AV-10 Form**

Dear Commissioners,

This letter is to file an appeal of the decision by the Northampton County Tax Office to deny the 2016 Solar Energy Electric System Exemption Applications (Form AV-10) filed by the four above referenced solar companies owned by Duke Energy.

The county tax offices' reason for denying the applications is based on the fact that the applications were filed on 2/24/2017 (enclosed). We believe there were circumstances created by both the seller of these companies to Duke Energy and the Hampton County Tax Office that led to the applications not being filed with the 2016 property listings, or subsequently, before the end of the year, Dec 31<sup>st</sup> 2016.

North Carolina statute 105-282.1(b) (enclosed) gives power to the County Commissioners to reverse this decision assuming there was "good cause" for the delayed filing. Therefore, I am hereby requesting a hearing before the County Commissioners to explain these circumstances and request that you reverse the county tax offices' decision.

If there are questions or if additional information is needed in advance, please contact my office at (704) 382-6125 or davidw.wright@duke-energy.com

Respectfully,

  
David Wright  
Director - Property & Indirect Tax  
Duke Energy



cc: Cathy B. Allen – Northampton Tax Office

Form AV-10  
(Rev. 03-14)APPLICATION for TAX YEAR 2016**Property Tax Exemption or Exclusion**COUNTY: Northampton

MUNICIPALITY: \_\_\_\_\_

Full Name of Owner(s): Garysburg Solar, LLCTrade Name of Business: Garysburg Solar, LLCMailing Address of Owner: 550 South Tryon St. (DEC41B), Charlotte, NC 28202Phone Numbers: Home: \_\_\_\_\_ Work: 704-382-6125 Cell: \_\_\_\_\_

List the Property Identification Numbers and addresses/locations for the properties included in this application (attach list if needed):

Property ID #: 128280 Address/Location: 614 Lowes Blvd., Garysburg, NC 27831

Property ID #: \_\_\_\_\_ Address/Location: \_\_\_\_\_

Property ID #: \_\_\_\_\_ Address/Location: \_\_\_\_\_

**Non-Deferment Exemptions and Exclusions**—Check or write in the exemption or exclusion for which this application is made. These exemptions or exclusions do not result in the creation of deferred taxes. However, taxes for prior years of exemption or exclusion may be recoverable if it is later determined that the property did not actually qualify for exemption or exclusion for those prior years.

- |  |  |  |                                     |
|--|--|--|-------------------------------------|
| <input type="checkbox"/> G.S. 105-275(8)             | Pollution abatement/recycling            | <input type="checkbox"/> G.S. 105-278.5  | Religious educational assemblies    |
| <input type="checkbox"/> G.S. 105-275(17)            | Veterans organizations                   | <input type="checkbox"/> G.S. 105-278.6  | Home for the aged, sick, or infirm  |
| <input type="checkbox"/> G.S. 105-275(18),(19)       | Lodges, fraternal & civic purposes       | <input type="checkbox"/> G.S. 105-278.6  | Low- or moderate-income housing     |
| <input type="checkbox"/> G.S. 105-275(20)            | Goodwill Industries                      | <input type="checkbox"/> G.S. 105-278.6  | YMCA, SPCA, VFD, orphanage          |
| <input checked="" type="checkbox"/> G.S. 105-275(45) | Solar energy electric system             | <input type="checkbox"/> G.S. 105-278.6A | CCRC-Attach Form AV-11              |
| <input type="checkbox"/> G.S. 105-275(46)            | Charter school property                  | <input type="checkbox"/> G.S. 105-278.7  | Other charitable, educational, etc. |
| <input type="checkbox"/> G.S. 105-277.13             | Brownfields-Attach brownfields agreement | <input type="checkbox"/> G.S. 105-278.8  | Charitable hospital purposes        |
| <input type="checkbox"/> G.S. 105-278.3              | Religious purposes                       | <input type="checkbox"/> G.S. 131A-21    | Medical Care Commission bonds       |
| <input type="checkbox"/> G.S. 105-278.4              | Educational purposes (institutional)     | <input type="checkbox"/> Other:          | _____                               |

**Tax Deferment Programs**—Check the tax deferment program for which this application is made. \*\*\*These programs will result in the creation of deferred taxes that will become immediately due and payable with interest when the property loses eligibility. The number of years for which deferred taxes will become due and payable varies by program. Read the applicable statute carefully.\*\*\*

- |  |   |
|--|---|
| <input type="checkbox"/> G.S. 105-275(12)  | Nonprofit corporation or association organized to receive and administer lands for conservation purposes    |
| <input type="checkbox"/> G.S. 105-275(29a) | Historic district property held as a future site of a historic structure                                    |
| <input type="checkbox"/> G.S. 105-277.14   | Working waterfront property   |
| <input type="checkbox"/> G.S. 105-277.15A  | Site infrastructure land  |
| <input type="checkbox"/> G.S. 105-278      | Historic property-Attach copy of the local ordinance designating property as historic property or landmark. |
| <input type="checkbox"/> G.S. 105-278.6(e) | Nonprofit property held as a future site of low- or moderate-income housing                                 |

Describe the property: Solar Electric Generation

Describe how you are using the property. If another organization is using the property, give their name, how they are using the property, and any income you receive from their use: The solar electric generation equipment is being used by the owner to generate electricity from harnessing sunlight.

**AFFIRMATION:** I, the undersigned, declare under penalties of law that this application and any attachments are true and correct to the best of my knowledge and belief. I have read the applicable exemption or exclusion statute. I fully understand that an ineligible transfer of the property or failure to meet the qualifications will result in the loss of eligibility. If applying for a tax deferment program, I fully understand that loss of eligibility will result in removal from the program and the immediate billing of deferred taxes.

Signature(s) of Owner(s): [Signature] Title: Property Tax Director Date: 2/13/17

(All tenants of a tenancy \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_)

In common must sign \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

The Tax Assessor may contact you for additional information after reviewing this application.

OFFICE USE ONLY: ☒ APPROVED ☒ DENIED BY: Cathy B. Allen REASON FOR DENIAL: Untimely Application



Form AV-10  
(Rev. 03-14)APPLICATION for TAX YEAR 2016**Property Tax Exemption or Exclusion**COUNTY: Northampton

MUNICIPALITY: \_\_\_\_\_

Full Name of Owner(s): Gaston Solar, LLCTrade Name of Business: Gaston Solar, LLCMailing Address of Owner: 550 South Tryon St. (DEC41B), Charlotte, NC 28202Phone Numbers: Home: \_\_\_\_\_ Work: 704-382-6125 Cell: \_\_\_\_\_

List the Property Identification Numbers and addresses/locations for the properties included in this application (attach list if needed):

Property ID #: 128279 Address/Location: 698 Gus Smith Rd., Gaston, NC 27832

Property ID #: \_\_\_\_\_ Address/Location: \_\_\_\_\_

Property ID #: \_\_\_\_\_ Address/Location: \_\_\_\_\_

**Non-Deferment Exemptions and Exclusions**—Check or write in the exemption or exclusion for which this application is made. These exemptions or exclusions do not result in the creation of deferred taxes. However, taxes for prior years of exemption or exclusion may be recoverable if it is later determined that the property did not actually qualify for exemption or exclusion for those prior years.

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|--|--|--|-------------------------------------|
| <input type="checkbox"/> G.S. 105-275(8)             | Pollution abatement/recycling            | <input type="checkbox"/> G.S. 105-278.5  | Religious educational assemblies    |
| <input type="checkbox"/> G.S. 105-275(17)            | Veterans organizations                   | <input type="checkbox"/> G.S. 105-278.6  | Home for the aged, sick, or infirm  |
| <input type="checkbox"/> G.S. 105-275(18),(19)       | Lodges, fraternal & civic purposes       | <input type="checkbox"/> G.S. 105-278.6  | Low- or moderate-income housing     |
| <input type="checkbox"/> G.S. 105-275(20)            | Goodwill Industries                      | <input type="checkbox"/> G.S. 105-278.6  | YMCA, SPCA, VFD, orphanage          |
| <input checked="" type="checkbox"/> G.S. 105-275(45) | Solar energy electric system             | <input type="checkbox"/> G.S. 105-278.6A | CCRC-Attach Form AV-11              |
| <input type="checkbox"/> G.S. 105-275(46)            | Charter school property                  | <input type="checkbox"/> G.S. 105-278.7  | Other charitable, educational, etc. |
| <input type="checkbox"/> G.S. 105-277.13             | Brownfields-Attach brownfields agreement | <input type="checkbox"/> G.S. 105-278.8  | Charitable hospital purposes        |
| <input type="checkbox"/> G.S. 105-278.3              | Religious purposes                       | <input type="checkbox"/> G.S. 131A-21    | Medical Care Commission bonds       |
| <input type="checkbox"/> G.S. 105-278.4              | Educational purposes (institutional)     | <input type="checkbox"/> Other:          | _____                               |

**Tax Deferment Programs**—Check the tax deferment program for which this application is made. \*\*\*These programs will result in the creation of deferred taxes that will become immediately due and payable with interest when the property loses eligibility. The number of years for which deferred taxes will become due and payable varies by program. Read the applicable statute carefully.\*\*\*

- |  |   |
|--|---|
| <input type="checkbox"/> G.S. 105-275(12)  | Nonprofit corporation or association organized to receive and administer lands for conservation purposes    |
| <input type="checkbox"/> G.S. 105-275(29a) | Historic district property held as a future site of a historic structure                                    |
| <input type="checkbox"/> G.S. 105-277.14   | Working waterfront property   |
| <input type="checkbox"/> G.S. 105-277.15A  | Site infrastructure land  |
| <input type="checkbox"/> G.S. 105-278      | Historic property-Attach copy of the local ordinance designating property as historic property or landmark. |
| <input type="checkbox"/> G.S. 105-278.6(e) | Nonprofit property held as a future site of low- or moderate-income housing                                 |

Describe the property: Solar Electric Generation

Describe how you are using the property. If another organization is using the property, give their name, how they are using the property, and any income you receive from their use: The solar electric generation equipment is being used by the owner to generate electricity from harnessing sunlight.

**AFFIRMATION:** I, the undersigned, declare under penalties of law that this application and any attachments are true and correct to the best of my knowledge and belief. I have read the applicable exemption or exclusion statute. I fully understand that an ineligible transfer of the property or failure to meet the qualifications will result in the loss of eligibility. If applying for a tax deferment program, I fully understand that loss of eligibility will result in removal from the program and the immediate billing of deferred taxes.

Signature(s) of Owner(s): [Signature] Title: Property Tax Director Date: 2/12/17

(All tenants of a tenancy) \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

In common must sign.) \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

The Tax Assessor may contact you for additional information after reviewing this application.

OFFICE USE ONLY: ☒ APPROVED ☐ DENIED BY: [Signature] REASON FOR DENIAL: Continued Application

Form AV-10  
(Rev. 03-14)APPLICATION for TAX YEAR 2016**Property Tax Exemption or Exclusion**COUNTY: Northampton

MUNICIPALITY: \_\_\_\_\_

Full Name of Owner(s): Seaboard Solar, LLCTrade Name of Business: Seaboard Solar, LLCMailing Address of Owner: 550 South Tryon St. (DEC41B), Charlotte, NC 28202Phone Numbers: Home: \_\_\_\_\_ Work: 704-382-6125 Cell: \_\_\_\_\_

List the Property Identification Numbers and addresses/locations for the properties included in this application (attach list if needed):

Property ID #: 128281 Address/Location: 208 Hargraves Rd., Seaboard, NC 27876

Property ID #: \_\_\_\_\_ Address/Location: \_\_\_\_\_

Property ID #: \_\_\_\_\_ Address/Location: \_\_\_\_\_

**Non-Deferment Exemptions and Exclusions**—Check or write in the exemption or exclusion for which this application is made. These exemptions or exclusions do not result in the creation of deferred taxes. However, taxes for prior years of exemption or exclusion may be recoverable if it is later determined that the property did not actually qualify for exemption or exclusion for those prior years.

- |  |  |  |                                     |
|--|--|--|-------------------------------------|
| <input type="checkbox"/> G.S. 105-275(8)             | Pollution abatement/recycling            | <input type="checkbox"/> G.S. 105-278.5  | Religious educational assemblies    |
| <input type="checkbox"/> G.S. 105-275(17)            | Veterans organizations                   | <input type="checkbox"/> G.S. 105-278.6  | Home for the aged, sick, or infirm  |
| <input type="checkbox"/> G.S. 105-275(18),(19)       | Lodges, fraternal & civic purposes       | <input type="checkbox"/> G.S. 105-278.6  | Low- or moderate-income housing     |
| <input type="checkbox"/> G.S. 105-275(20)            | Goodwill Industries                      | <input type="checkbox"/> G.S. 105-278.6  | YMCA, SPCA, VFD, orphanage          |
| <input checked="" type="checkbox"/> G.S. 105-275(45) | Solar energy electric system             | <input type="checkbox"/> G.S. 105-278.6A | CCRC-Attach Form AV-11              |
| <input type="checkbox"/> G.S. 105-275(46)            | Charter school property                  | <input type="checkbox"/> G.S. 105-278.7  | Other charitable, educational, etc. |
| <input type="checkbox"/> G.S. 105-277.13             | Brownfields-Attach brownfields agreement | <input type="checkbox"/> G.S. 105-278.8  | Charitable hospital purposes        |
| <input type="checkbox"/> G.S. 105-278.3              | Religious purposes                       | <input type="checkbox"/> G.S. 131A-21    | Medical Care Commission bonds       |
| <input type="checkbox"/> G.S. 105-278.4              | Educational purposes (institutional)     | <input type="checkbox"/> Other:          | _____                               |

**Tax Deferment Programs**—Check the tax deferment program for which this application is made. \*\*\*These programs will result in the creation of deferred taxes that will become immediately due and payable with interest when the property loses eligibility. The number of years for which deferred taxes will become due and payable varies by program. Read the applicable statute carefully.\*\*\*

- |  |   |
|--|---|
| <input type="checkbox"/> G.S. 105-275(12)  | Nonprofit corporation or association organized to receive and administer lands for conservation purposes    |
| <input type="checkbox"/> G.S. 105-275(29a) | Historic district property held as a future site of a historic structure                                    |
| <input type="checkbox"/> G.S. 105-277.14   | Working waterfront property   |
| <input type="checkbox"/> G.S. 105-277.15A  | Site infrastructure land  |
| <input type="checkbox"/> G.S. 105-278      | Historic property-Attach copy of the local ordinance designating property as historic property or landmark. |
| <input type="checkbox"/> G.S. 105-278.6(e) | Nonprofit property held as a future site of low- or moderate-income housing                                 |

Describe the property: Solar Electric Generation

Describe how you are using the property. If another organization is using the property, give their name, how they are using the property, and any income you receive from their use: The solar electric generation equipment is being used by the owner to generate electricity from harnessing sunlight.

**AFFIRMATION:** I, the undersigned, declare under penalties of law that this application and any attachments are true and correct to the best of my knowledge and belief. I have read the applicable exemption or exclusion statute. I fully understand that an ineligible transfer of the property or failure to meet the qualifications will result in the loss of eligibility. If applying for a tax deferment program, I fully understand that loss of eligibility will result in removal from the program and the immediate billing of deferred taxes.

Signature(s) of Owner(s): [Signature] Title: Property Tax Director Date: 2/13/17  
 (All tenants of a tenancy \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_  
 in common must sign.) \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

The Tax Assessor may contact you for additional information after reviewing this application.

OFFICE USE ONLY: ☒ APPROVED ☒ DENIED BY: Cheryl B. Allen REASON FOR DENIAL: Untimely Application

Form AV-10  
(Rev. 03-14)APPLICATION for TAX YEAR 2016**Property Tax Exemption or Exclusion**COUNTY: Northampton

MUNICIPALITY: \_\_\_\_\_

Full Name of Owner(s): Woodland Solar, LLCTrade Name of Business: Woodland Solar, LLCMailing Address of Owner: 550 South Tryon St. (DEC41B), Charlotte, NC 28202Phone Numbers: Home: \_\_\_\_\_ Work: 707-382-6142 Cell: \_\_\_\_\_

List the Property Identification Numbers and addresses/locations for the properties included in this application (attach list if needed):

Property ID #: 128282 Address/Location: 612 W. Main St., Woodland, NC 27897

Property ID #: \_\_\_\_\_ Address/Location: \_\_\_\_\_

Property ID #: \_\_\_\_\_ Address/Location: \_\_\_\_\_

**Non-Deferment Exemptions and Exclusions**—Check or write in the exemption or exclusion for which this application is made. These exemptions or exclusions do not result in the creation of deferred taxes. However, taxes for prior years of exemption or exclusion may be recoverable if it is later determined that the property did not actually qualify for exemption or exclusion for those prior years.

- |  |  |  |                                     |
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| <input type="checkbox"/> G.S. 105-275(8)             | Pollution abatement/recycling            | <input type="checkbox"/> G.S. 105-278.5  | Religious educational assemblies    |
| <input type="checkbox"/> G.S. 105-275(17)            | Veterans organizations                   | <input type="checkbox"/> G.S. 105-278.6  | Home for the aged, sick, or infirm  |
| <input type="checkbox"/> G.S. 105-275(18),(19)       | Lodges, fraternal & civic purposes       | <input type="checkbox"/> G.S. 105-278.6  | Low- or moderate-income housing     |
| <input type="checkbox"/> G.S. 105-275(20)            | Goodwill Industries                      | <input type="checkbox"/> G.S. 105-278.6  | YMCA, SPCA, VFD, orphanage          |
| <input checked="" type="checkbox"/> G.S. 105-275(45) | Solar energy electric system             | <input type="checkbox"/> G.S. 105-278.6A | CCRC-Attach Form AV-11              |
| <input type="checkbox"/> G.S. 105-275(46)            | Charter school property                  | <input type="checkbox"/> G.S. 105-278.7  | Other charitable, educational, etc. |
| <input type="checkbox"/> G.S. 105-277.13             | Brownfields-Attach brownfields agreement | <input type="checkbox"/> G.S. 105-278.8  | Charitable hospital purposes        |
| <input type="checkbox"/> G.S. 105-278.3              | Religious purposes                       | <input type="checkbox"/> G.S. 131A-21    | Medical Care Commission bonds       |
| <input type="checkbox"/> G.S. 105-278.4              | Educational purposes (institutional)     | <input type="checkbox"/> Other:          | _____                               |

**Tax Deferment Programs**—Check the tax deferment program for which this application is made. \*\*\*These programs will result in the creation of deferred taxes that will become immediately due and payable with interest when the property loses eligibility. The number of years for which deferred taxes will become due and payable varies by program. Read the applicable statute carefully.\*\*\*

- |  |   |
|--|---|
| <input type="checkbox"/> G.S. 105-275(12)  | Nonprofit corporation or association organized to receive and administer lands for conservation purposes    |
| <input type="checkbox"/> G.S. 105-275(29a) | Historic district property held as a future site of a historic structure                                    |
| <input type="checkbox"/> G.S. 105-277.14   | Working waterfront property   |
| <input type="checkbox"/> G.S. 105-277.15A  | Site infrastructure land  |
| <input type="checkbox"/> G.S. 105-278      | Historic property-Attach copy of the local ordinance designating property as historic property or landmark. |
| <input type="checkbox"/> G.S. 105-278.6(e) | Nonprofit property held as a future site of low- or moderate-income housing                                 |

Describe the property: Solar Electric Generation

Describe how you are using the property. If another organization is using the property, give their name, how they are using the property, and any income you receive from their use: The solar electric generation equipment is being used by the owner to generate electricity from harnessing sunlight.

**AFFIRMATION:** I, the undersigned, declare under penalties of law that this application and any attachments are true and correct to the best of my knowledge and belief. I have read the applicable exemption or exclusion statute. I fully understand that an ineligible transfer of the property or failure to meet the qualifications will result in the loss of eligibility. If applying for a tax deferment program, I fully understand that loss of eligibility will result in removal from the program and the immediate billing of deferred taxes.

Signature(s) of Owner(s): [Signature] Title: Property Tax Director Date: 2/2/17

(All tenants of a tenancy) \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

In common must sign.) \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

The Tax Assessor may contact you for additional information after reviewing this application.

OFFICE USE ONLY: ☐ APPROVED ☒ DENIED BY: [Signature] REASON FOR DENIAL: Untimely application



# NORTHAMPTON COUNTY

## Tax Department

Post Office Box 637, 104 Thomas Bragg Drive  
 Jackson, North Carolina 27845  
 (252) 534-4461 or (252) 534-3431  
 Fax (252) 534-4406 Email: cathy.allen1@nhcnc.net  
 Cathy B. Allen, Tax Administrator/Collector

March 7, 2017

Garysburg Solar, LLC  
 550 South Tryon St  
 Charlotte, NC, 28202

Ref: Solar Energy Electric System Equipment

Dear Sir,

I write to inform you that the Northampton County Tax Office acknowledges receipt of your application for the exemption/exclusion of the Solar Energy Electric System. After reviewing your **2016 application**, Please see below for decision:

☐ Approved G.S. 105-275(45)  
☒ Denied Untimely application received 2/24/17 deadline for Northampton's listing period 2/15/16 or 12/31/16 for submitting a late application. See attached statutes

You may appeal my decision in writing to the Northampton County Board of Commissioners within 30 days of the date of this notification (April 2, 2017). Upon receipt of your written appeal, I will schedule an appointment and notify you of the date and time for you to appear and personally present to the Board of Commissioners your good cause for your failure to make a timely application.

Please see attached copy of application. If we can be of further service please do not hesitate to contact us.

Sincerely,

Cathy B. Allen  
 Tax Administrator



# NORTHAMPTON COUNTY

## Tax Department

Post Office Box 637, 101 Thomas Bragg Drive  
 Jackson, North Carolina 27845  
 (252) 534-4461 or (252) 534-3431  
 Fax (252) 534-1406 Email: cathy.allen1@nhctc.net  
 Cathy B. Allen, Tax Administrator/Collector

March 7, 2017

Gaston Solar, LLC  
 550 South Tryon St  
 Charlotte, NC, 28202

Ref: Solar Energy Electric System Equipment

Dear Sir,

I write to inform you that the Northampton County Tax Office acknowledges receipt of your application for the exemption/exclusion of the Solar Energy Electric System. After reviewing your **2016 application**, Please see below for decision:

☐ Approved G.S. 105-275(45)  
☒ Denied Untimely application received 2/24/17 deadline for Northampton's listing period 2/15/16 or 12/31/16 for submitting a late application. See attached statutes

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Please see attached copy of application. If we can be of further service please do not hesitate to contact us.

Sincerely,

Cathy B. Allen  
 Tax Administrator



# NORTHAMPTON COUNTY

## Tax Department

Post Office Box 637, 104 Thomas Bragg Drive  
 Jackson, North Carolina 27845  
 (252) 534-4461 or (252) 534-3431  
 Fax (252) 534-1406 Email: cathy.allen1@nhcnc.net  
 Cathy B. Allen, Tax Administrator/Collector

March 7, 2017

Seaboard Solar, LLC  
 550 South Tryon St  
 Charlotte, NC, 28202

Ref: Solar Energy Electric System Equipment

Dear Sir,

I write to inform you that the Northampton County Tax Office acknowledges receipt of your application for the exemption/exclusion of the Solar Energy Electric System. After reviewing your **2016 application**, Please see below for decision:

☐ Approved G.S. 105-275(45)  
☒ Denied Untimely application received 2/24/17 deadline for Northampton's listing period 2/15/16 or 12/31/16 for submitting a late application. See attached statutes

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Please see attached copy of application. If we can be of further service please do not hesitate to contact us.

Sincerely,

Cathy B. Allen  
 Tax Administrator



# NORTHAMPTON COUNTY

## Tax Department

Post Office Box 637, 104 Thomas Bragg Drive  
 Jackson, North Carolina 27815  
 (252) 534-1461 or (252) 534-3131  
 Fax (252) 534-1406 Email: cathy.allen1@nhcnc.net  
 Cathy B. Allen, Tax Administrator/Collector

March 7, 2017

Woodland Solar, LLC  
 550 South Tryon St  
 Charlotte, NC, 28202

Ref: Solar Energy Electric System Equipment

Dear Sir,

I write to inform you that the Northampton County Tax Office acknowledges receipt of your application for the exemption/exclusion of the Solar Energy Electric System. After reviewing your **2016 application**, Please see below for decision:

☐ Approved G.S. 105-275(45)  
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You may appeal my decision in writing to the Northampton County Board of Commissioners within 30 days of the date of this notification (April 2, 2017). Upon receipt of your written appeal, I will schedule an appointment and notify you of the date and time for you to appear and personally present to the Board of Commissioners your good cause for your failure to make a timely application.

Please see attached copy of application. If we can be of further service please do not hesitate to contact us.

Sincerely,

Cathy B. Allen  
 Tax Administrator



**North Carolina State Tax Reporter, North Carolina, Sec. 105-282.1, Applications for property tax exemption or exclusion; annual review of property exempted or excluded from property tax**

GENERAL STATUTES OF NORTH CAROLINA, 1943, CHAPTER 105 TAXATION, SUBCHAPTER II LISTING, APPRAISAL, AND ASSESSMENT OF PROPERTY AND COLLECTION OF TAXES, Article 12 Property Subject to Taxation

**105-282.1(a)** *Application.* Every owner of property claiming exemption or exclusion from property taxes under the provisions of this Subchapter has the burden of establishing that the property is entitled to it. If the property for which the exemption or exclusion is claimed is appraised by the Department of Revenue, the application shall be filed with the Department. Otherwise, the application shall be filed with the assessor of the county in which the property is situated. An application must contain a complete and accurate statement of the facts that entitle the property to the exemption or exclusion and must indicate the municipality, if any, in which the property is located. Each application filed with the Department of Revenue or an assessor shall be submitted on a form approved by the Department. Application forms shall be made available by the assessor and the Department, as appropriate.

Except as provided below, an owner claiming an exemption or exclusion from property taxes must file an application for the exemption or exclusion annually during the listing period.

**105-282.1(a)(1)** *No application required.* Owners of the following exempt or excluded property do not need to file an application for the exemption or exclusion to be entitled to receive it:

**105-282.1(a)(1)a.** Property exempt from taxation under G.S. 105-278.1 or G.S. 105-278.2.

**105-282.1(a)(1)b.** Special classes of property excluded from taxation under G.S. 105-275(15), (16), (26), (31), (32a), (33), (34), (37), (40), (42), or (44).

**105-282.1(a)(1)c.** Property classified for taxation at a reduced valuation under G.S. 105-277(g) or G.S. 105-277.9.

**105-282.1(a)(2)** *Single application required.* An owner of one or more of the following properties eligible for a property tax benefit must file an application for the benefit to receive it. Once the application has been approved, the owner does not need to file an application in subsequent years unless new or additional property is acquired or improvements are added or removed, necessitating a change in the valuation of the property, or there is a change in the use of the property or the qualifications or eligibility of the taxpayer necessitating a review of the benefit.

**105-282.1(a)(2)a.** Property exempted from taxation under G.S. 105-278.3, 105-278.4, 105-278.5, 105-278.6, 105-278.7, or 105-278.8.

**105-282.1(a)(2)b.** Special classes of property excluded from taxation under G.S. 105-275(3), (7), (8), (12), (17), (18), (19), (20), (21), (31e), (35), (36), (38), (39), (41), or (45) or under G.S. 131A-21.

**105-282.1(a)(2)c.** Special classes of property classified for taxation at a reduced valuation under G.S. 105-277(h), 105-277.1, 105-277.1C, 105-277.10, 105-277.13, 105-277.15, 105-277.17, or 105-278.

**105-282.1(a)(2)d.** Property owned by a nonprofit homeowners' association but where the value of the property is included in the appraisals of property owned by members of the association under G.S. 105-277.8.

**105-282.1(a)(2)e.** (Repealed by Session Laws 2008-35, s. 1.2, effective for taxes imposed for taxable years beginning on or after July 1, 2008.)

**105-282.1(a1) Late Application.** Upon a showing of good cause by the applicant for failure to make a timely application, an application for exemption or exclusion filed after the close of the listing period may be approved by the Department of Revenue, the board of equalization and review, the board of county commissioners, or the governing body of a municipality, as appropriate. An untimely application for exemption or exclusion approved under this subsection applies only to property taxes levied by the county or municipality in the calendar year in which the untimely application is filed.

**105-282.1(b) Approval and Appeal Process.** The Department of Revenue or the assessor to whom an application for exemption or exclusion is submitted must review the application and either approve or deny the application. Approved applications shall be filed and made available to all taxing units in which the exempted or excluded property is situated. If the Department denies an application for exemption or exclusion, it shall notify the taxpayer, who may appeal the denial to the Property Tax Commission.

If an assessor denies an application for exemption or exclusion, the assessor must notify the owner of the decision and the owner may appeal the decision to the board of equalization and review or the board of county commissioners, as appropriate, and from the county board to the Property Tax Commission. If the notice of denial covers property located within a municipality, the assessor shall send a copy of the notice and a copy of the application to the governing body of the municipality. The municipal governing body shall then advise the owner whether it will adopt the decision of the county board or require the owner to file a separate appeal with the municipal governing body. In the event the owner is required to appeal to the municipal governing body and that body renders an adverse decision, the owner may appeal to the Property Tax Commission. Nothing in this subsection shall prevent the governing body of a municipality from denying an application which has been approved by the assessor or by the county board provided the owner's rights to notice and hearing are not abridged. Applications handled separately by a municipality shall be filed in the office of the person designated by the governing body, or in the absence of such designation, in the office of the chief fiscal officer of the municipality.

**105-282.1(c) *Discovery of Property.*** When an owner of property that may be eligible for exemption or exclusion neither lists the property nor files an application for exemption or exclusion, the assessor or the Department of Revenue, as appropriate, shall proceed to discover the property. If, upon appeal, the owner demonstrates that the property meets the conditions for exemption or exclusion, the body hearing the appeal may approve the exemption or exclusion. Discovery of the property by the Department or the county shall automatically constitute a discovery by any taxing unit in which the property has a taxable situs.

**105-282.1(d) *Roster of Exempted and Excluded Property.*** The assessor shall prepare and maintain a roster of all property in the county that is granted tax relief through classification or exemption. On or before November 1 of each year, the assessor must send a report to the Department of Revenue summarizing the information contained in the roster. The report must be in the format required by the Department. The assessor must also send the Department a copy of the roster upon the request of the Department. As to affected real and personal property, the roster shall set forth:

**105-282.1(d)(1)** The name of the owner of the property.

**105-282.1(d)(2)** A brief description of the property.

**105-282.1(d)(3)** A statement of the use to which the property is put.

**105-282.1(d)(4)** A statement of the value of the property.

**105-282.1(d)(5)** The total value of exempt property in the county and in each municipality therein.

**105-282.1(e) *Annual Review of Exempted or Excluded Property.*** Pursuant to G.S. 105-296(i), the assessor must annually review at least one-eighth of the parcels in the county exempted or excluded from taxation to verify that the parcels qualify for the exemption or exclusion.

(As added by Ch. 695, Laws 1973; as amended by Ch. 1252, Laws 1974; Chs. 54, 86 and 915, Laws 1981; Ch. 982, Laws 1986; Chs. 45, 295, 680, 813 and 680, Laws 1987; Chs. 674 and 723, Laws 1989; Ch. 34, Laws 1991; Ch. 975, Laws 1992; Ch. 459, Laws 1993; Ch. 41, Laws 1995; Ch. 646, Laws 1996; Ch. 23, Laws 1997; Ch. 140 (S.B. 1335), Laws 2000; Ch. 139 (S.B. 162), Laws 2001, effective May 31, 2001; Ch. 497 (H.B. 1499), Laws 2007, effective for taxable years beginning on or after July 1, 2009; Ch. 35 (S.B. 1876), Laws 2008, effective for taxable years beginning on or after July 1, 2008; Ch. 107 (H.B. 2436), Laws 2008, effective for taxable years beginning on or after January 1, 2009; Ch. 171 (H.B. 2436), Laws 2008, for taxable years beginning on or after July 1, 2010; Ch. 445 (S.B. 509), Laws 2009, effective August 7, 2009; Ch. 481 (H.B. 1586), Laws 2009, effective for taxes imposed for taxable years beginning on or after July 1, 2010.)



# NORTHAMPTON COUNTY

## Tax Department

Post Office Box 637, 104 Thomas Bragg Drive  
 Jackson, North Carolina 27845  
 (252) 534-4461 or (252) 534-3431  
 Fax (252) 534-1406 Email: cathy.allen1@nhcnc.net  
 Cathy B. Allen, Tax Administrator/Collector

Duke Energy  
 Mr. David Wright  
 550 South Tyron St  
 Charlotte, NC 28202

May 24, 2017

**Ref: Gaston Solar, LLC**  
**Garysburg Solar, LLC**  
**Seaboard Solar, LLC**  
**Woodland Solar, LLC**

Dear Mr. Wright,

Your appeals with the Northampton Board of Commissioners are scheduled to be heard on Monday, June 5, 2017; the board will convene at 10:00 am. The purpose for the hearing is to allow you the opportunity to present proof or provide any evidence to substantiate your eligibility to receive a tax exclusion or exemption.

The meeting will be held in the Commissioner's Meeting Room located at 100 West Jefferson Street on the Court House Square, in Jackson, NC.

In the event that you cannot attend the scheduled hearing, please contact me prior to the scheduled date by calling (252) 534-3431 extension 160.

If you fail to appear before the Board at the designated time, the Board will review your appeal and render a decision based on the available information.

Sincerely,

Cathy B. Allen  
 Tax Administrator

**§ 105-275. Property classified and excluded from the tax base.**

The following classes of property are designated special classes under Article V, Sec. 2(2), of the North Carolina Constitution and are excluded from tax:

- (1) Repealed by Session Laws 1987, c. 813, s. 5.
- (2) Tangible personal property that has been imported from a foreign country through a North Carolina seaport terminal and which is stored at such a terminal while awaiting further shipment for the first 12 months of such storage. (The purpose of this classification is to encourage the development of the ports of this State.)
- (3) Real and personal property owned by nonprofit water or nonprofit sewer associations or corporations.
- (4) Repealed by Session Laws 1987, c. 813, s. 5.
- (5) Vehicles that the United States government gives to veterans on account of disabilities they suffered in World War II, the Korean Conflict, or the Vietnam Era so long as they are owned by:
  - a. A person to whom a vehicle has been given by the United States government or
  - b. Another person who is entitled to receive such a gift under Title 38, section 252, United States Code Annotated.
- (5a) A motor vehicle owned by a disabled veteran that is altered with special equipment to accommodate a service-connected disability. As used in this section, disabled veteran means a person as defined in 38 U.S.C. § 101(2) who is entitled to special automotive equipment for a service-connected disability, as provided in 38 U.S.C. § 3901.
- (6) Special nuclear materials held for or in the process of manufacture, processing, or delivery by the manufacturer or processor thereof, regardless whether the manufacturer or processor owns the special nuclear materials. The terms "manufacture" and "processing" do not include the use of special nuclear materials as fuel. The term "special nuclear materials" includes (i) uranium 233, uranium enriched in the isotope 233 or in the isotope 235; and (ii) any material artificially enriched by any of the foregoing, but not including source material. "Source material" means any material except special nuclear material which contains by weight one twentieth of one percent (0.05%) or more of (i) uranium, (ii) thorium, or (iii) any combination thereof. Provided however, that to qualify for this exemption no such nuclear materials shall be discharged into any river, creek or stream in North Carolina. The classification and exclusion provided for herein shall be denied to any manufacturer, fabricator or processor who permits burial of such material in North Carolina or who permits the discharge of such nuclear materials into the air or into any river, creek or stream in North Carolina if such discharge would contravene in any way the applicable health and safety standards established and enforced by the Department of Environmental Quality or the Nuclear Regulatory Commission. The most stringent of these standards shall govern.
- (7) Real and personal property that is:
  - a. Owned either by a nonprofit corporation formed under the provisions of Chapter 55A of the General Statutes or by a bona fide charitable organization, and either operated by such owning organization or leased to another such nonprofit corporation or charitable organization, and
  - b. Appropriated exclusively for public parks and drives.
- (7a) **(Expiring for taxes imposed for taxable years beginning on or after July 1, 2021)** Real and personal property that meets each of the following requirements:

- (44) Free samples of drugs that are required by federal law to be dispensed only on prescription and are given to physicians and other medical practitioners to dispense free of charge in the course of their practice.
- \* (45) Eighty percent (80%) of the appraised value of a solar energy electric system. For purposes of this subdivision, the term "solar energy electric system" means all equipment used directly and exclusively for the conversion of solar energy to electricity.
- (46) **(Effective for taxes imposed for taxable years beginning on or after July 1, 2013)** Real property that is occupied by a charter school and is wholly and exclusively used for educational purposes as defined in G.S. 105-278.4(f) regardless of the ownership of the property.
- (47) **(Effective for taxes imposed for taxable years beginning on or after July 1, 2015)** Energy mineral interest in property for which a permit has not been issued under G.S. 113-395. For the purposes of this subdivision, "energy mineral" has the same meaning as in G.S. 105-187.76.
- (48) **(Effective July 1, 2016)** Real and personal property located on lands held in trust by the United States for the Eastern Band of Cherokee Indians, regardless of ownership. (1939, c. 310, s. 303; 1961, c. 1169, s. 8; 1967, c. 1185; 1971, c. 806, s. 1; c. 1121, s. 3; 1973, cc. 290, 451; c. 476, s. 128; c. 484; c. 695, s. 1; c. 790, s. 1; cc. 904, 962, 1028, 1034, 1077; c. 1262, s. 23; c. 1264, s. 1; 1975, cc. 566, 755; c. 764, s. 6; 1977, c. 771, s. 4; c. 782, s. 2; c. 1001, ss. 1, 2; 1977, 2nd Sess., c. 1200, s. 4; 1979, c. 200, s. 1; 1979, 2nd Sess., c. 1092; 1981, c. 86, s. 1; 1981 (Reg. Sess., 1982), c. 1244, ss. 1, 2; 1983, c. 643, ss. 1, 2; c. 693; 1983 (Reg. Sess., 1984), c. 1060; 1985, c. 510, s. 1; c. 656, s. 37; 1985 (Reg. Sess., 1986), c. 982, s. 18; 1987, c. 356; c. 622, s. 2; c. 747, s. 8; c. 777, s. 6; c. 813, ss. 5, 6, 22; c. 850, s. 17; 1987 (Reg. Sess., 1988), c. 1041, s. 1.1; 1989, c. 148, s. 4; c. 168, s. 6; c. 705; c. 723, s. 1; c. 727, ss. 28, 29; 1991, c. 717, s. 1; 1991 (Reg. Sess., 1992), c. 975, s. 2; 1993, c. 459, s. 2; 1993 (Reg. Sess., 1994), c. 745, s. 39; 1995, c. 41, s. 2; c. 509, s. 51; 1995 (Reg. Sess., 1996), c. 646, s. 12; 1997-23, ss. 1, 3, 9; 1997-443, s. 11A.119 (a); 1997-456, s. 27; 1998-55, ss. 10, 18; 1998-212, s. 29A.18(a); 1999-337, s. 35 (a); 2000-2, s. 1; 2000-18, s. 1, 2000-140, ss. 71, 72(a); 2001-84, s. 3; 2001-427, s. 15(a); 2001-474, s. 8; 2002-104, s. 1; 2003-284, s. 43A.1; 2007-477, s. 1; 2007-527, s. 37; 2008-35, s. 2.1; 2008-107, s. 28.11(a); 2008-134, s. 72; 2008-144, s. 1; 2008-146, ss. 4.1, 5.1; 2008-171, ss. 7(a), (b); 2009-445, s. 21; 2010-95, s. 15; 2011-123, s. 1; 2011-274, s. 1; 2012-120, s. 1(a); 2013-259, s. 1; 2013-355, s. 3; 2013-375, s. 3(a); 2014-4, s. 18; 2015-241, s. 14.30(u); 2015-262, s. 1(a); 2016-94, s. 38.6(a).)

# PROPOSAL PAPER

**TO:** NORTHAMPTON COUNTY BOARD OF COMMISSIONERS  
**FM:** Cathy Allen, Tax Administrator  
**RE:** Bennett, Vicky Cotton Solid Waste appeal of parcel 04-04930  
**DT:** April 8, 2017

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**PURPOSE:** For the Board of Commissioners to act on the Solid Waste fee appeal submitted by Mrs. Vicky Bennett for 2016 in the amount of \$210.86.

**FACTS:** Mrs. Bennett owns parcel 04-04930 known as BENNETT 24 BUSY BEES with a physical address of 533 US 301 Hwy.

Mrs. Bennett presented the Solid Waste appeal to the Tax Office on April 3, 2017. Mrs. Bennett's appeal is based on the fact that the business have been closed more than two years and they have not utilized solid waste or the building, nor did the business have a roll out trash container until the later months of 2016. Please see the attached appeal.

**DISCUSSION:** The business Busy Bee retained a private contract with Waste Industries for a dumpster until their closing. The Tax office was not notified that the business no longer was under contract. During an audit of the solid waste fees is when our office was notified that they were no longer under contract. Therefore, one solid waste fee was added to the parcel for 2016. According to the Northampton County Solid Waste Ordinance, the Solid Waste fee is an availability fee (which means available for use) charged to all improved properties with the exception or those with private contracts. The burden is on the taxpayer to let Public Works or the Tax Department know if they have a lost, damaged or stolen can or under contract.

**CONCLUSION:** The Tax Department recommends that the appeal be denied in according to the Solid Waste Ordinance adopted in 1993.

Cc: dp04-04930

ACTION BY THE BOARD:

APPROVED \_\_\_\_\_

DISAPPROVED \_\_\_\_\_

OTHER \_\_\_\_\_

SIGNATURE & DATE \_\_\_\_\_

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Bennett, Vicky  
PO Box 142  
Garysburg NC 27831

Mrs. Kathy Allen  
Tax Administrator  
Northampton County Tax Office

81053



Dear Mrs. Kathy Allen:

I am requesting an adjustment to solid waste fees for 533 US Hwy 301 as we have been closed more than two years and have not been utilizing solid waste or the building, nor did we have any waste receptacles until the last few months of 2016.

Kind Regards,

  
Bennett, Vicky

**Budget Amendments:**

Ms. Leslie Edwards, Finance Director, appeared before the Board to obtain approval of Budget Amendments #24 to 29 for Fiscal Year 2016-2017.

A motion was made by Geneva Faulkner and seconded by Fannie Greene that the Budget Amendments #24 to 29 be adopted. **Question Called:** *All present voting yes.* **Motion carried.**

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













# BUDGET AMENDMENT

DATE 05/24/17JE-NO 29

GENERAL LEDGER ACCOUNT NUMBER		INCREASE		TO AMEND BUDGET	INCREASE	
				<u>Health</u>		
113330	451600			Child Health	40,768	99
115160	512100	40,768	99	Salaries		
113330	451630			Maternal Health	40,000	00
115163	512100	40,000	00	Salaries		
113330	450640			Family Planning	30,000	00
115164	512100	30,000	00	Salaries		
113330	451655			Adult Health	30,000	00
115165	512100	28,500	00	Salaries		
115165	518100	549	00	FICA		
115165	518200	500	00	Retirement		
115165	518800	100	00	Medicaid		
115165	523805	325	00	Lab Services		
115165	536000	26	00	Freight		
				Received Additional State Funding		
		140,768	99		140,768	99

PREPARED BY Leslie Edwards

POSTED BY \_\_\_\_\_

APPROVED BY Kimberly F. J.  
5/24/17DATE 05/24/17

BOARD APPROVED \_\_\_\_\_

**Management Matters:**

Ms. Kimberly Turner, County Manager, appeared before the Board to provide an update on the sound system at the Cultural and Wellness Center.

Ms. Leslie Edwards, Finance Director, provided the Board with an update on the Audit report.

**Citizens/Board Comments:**

**Chairman Carter called for Citizens Comments.**

None heard.

**Chairman Carter called for Board Comments.**

Commissioner Faulkner thanked the citizens for attending and for being patient during this learning time for her.

Commissioner Greene made comments in reference to the Northampton County Chamber of Commerce Annual Meeting on June 15, 2017. She invited everyone to attend for a \$20 fee which will include dinner.

Vice-Chairman Deloatch had no comment.

Commissioner Tyner made comments in reference to a Bill that was passed by the Senate to allow the spreading of hog waste near homes and Senate Bill 594. He asked the board to send a letter/resolution to our State Representatives opposing both of them. He also thanked the citizens for attending.

Chairman Carter stated there's a Board consensus to allow the County Attorney to write a letter/resolution on behalf of the Board to all State Representatives about both of the concerns that Commissioner Tyner stated.

**Recess for break; resumed at 1:45.**

**Personnel Policy Updates:**

Mrs. Marcenda Rogers, Human Resources Director, appeared before the Board to obtain approval of revisions and updates reviewed May 1, 2017 and to review and approve the updates to Article 1: Organization of Personnel System, "Reassignment", Article 11: The Position Classification Plan, Section 5 (B) and Article 111: The Pay Plan, Section 12 (C) of the Northampton County Local Government Personnel Policy effective June 5, 2017.

A motion was made by Geneva Faulkner and seconded by Charles Tyner to approve Article 1, Article II and Article III as stated. **Question Called: All present voting yes. Motion carried.**

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



## Northampton County Local Government Human Resources Department

Equal Opportunity Employer  
Marcenda Rogers  
HR Director

### DECISION PAPER

**TO:** Board of Commissioners  
**FM:** Marcenda Rogers, HR Director  
**DT:** June 5, 2017  
**RE:** Northampton County Local Government Policy Updates (Resubmitted)

### PURPOSE:

The purpose of this decision paper is to seek the endorsement of the Board of Commissioners for the approval of the revisions and updates reviewed May 1, 2017. And to review and approve the updates to **Article I:** Organization of Personnel System, "Reassignment", **Article II:** The Position Classification Plan, Section 5 (B) and **Article III:** The Pay Plan, Section 12(C) of the Northampton County Local Government Personnel Policy.

### FACT:

1. Policies help guide decisions. To be effective, policies need to be adjusted to meet the changing needs of the County. **Article XI, Section 5. Annual Review** states, "*The policy shall be reviewed on an annual basis. Any revisions or updates shall be approved by the Board of Commissioners.*"

### DISCUSSION:

1. The Board's evaluation of the draft copy of the Northampton County Local Government Personnel Policy submitted, June, 2017.

### RECOMMENDATION:

It is the recommendation of the Human Resources Director for the Board of Commissioners to approve all of the updates and revisions to the Northampton County Personnel Policy to be effective June 5, 2017.

### COORDINATION:

**Finance Officer:** Concur/Non-concur

*Rellie A. Edwards*

Comments:

**County Manager:** Concur/Non-concur

*Kimberly L. Dean*

Comments:

PO Box 367  
107 Thomas Bragg Drive  
Jackson, North Carolina 27845  
Office: 252-574-0236 Fax: 252-534-4483

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ARTICLE I: ORGANIZATION OF PERSONNEL SYSTEM

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**ARTICLE I**

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ORGANIZATION  
OF PERSONNEL  
SYSTEM

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NORTHAMPTON COUNTY  
LOCAL GOVERNMENT

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## ARTICLE I: ORGANIZATION OF PERSONNEL SYSTEM

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**Public Safety Employees.** Northampton County employees working in the Office of Sheriff, Detention Center, Emergency Communications, Emergency Medical Services, Emergency Management, Code Enforcement, and Animal Control officers.

**Range Revision.** One (1) or more salary grades are assigned different minimum and/or maximum salary ranges; or when a classification is assigned a new pay grade based upon labor market issues.

~~**Reassignment.** A voluntary change in status resulting from assignment of a position to an equal or lower classification level. The action usually occurs as a result from a mutually agreed arrangement between all management involved and the employee. (Deleted. Added breakdown.)~~

~~**Reassignment.** All reassignments usually occur as a result from a mutually agreed arrangement between all management involved and the employee. The movement of an employee from one position to another existing (vacant and posted) position within the County as a consideration for continual employment.~~

- ~~**Lateral Reassignment.** A voluntary change in status resulting from assignment of a position to an equal classification level.~~
- ~~**Lower Classification Reassignment.** A voluntary change in status resulting from assignment of a position to a lower classification level.~~

**Reclassification.**

The reassignment of an existing position from one (1) class to another based on changes in job duties, difficulty, required skill and responsibility of the work performed.

**Reduction-in-Force.** The abolishment of or reduction of a position or group of positions based upon organizational needs, workloads and funding.

**Salary Grade.** All positions which are sufficiently comparable to warrant one (1) range of pay rates.

**Salary Plan.** A schedule of pay ranges for each class assigned to any given salary range.

**Salary Plan Revision.** The uniform raising and lowering of the salary ranges of every grade within the pay plan.

**Salary Range.** The minimum and maximum salary for a given classification.

**Salary Schedule.** A listing by grade and steps of the entire approved minimum to maximum salary ranges authorized by the Board of County Commissioners for various position classifications within County government.

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## **ARTICLE II**

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### **THE POSITION CLASSIFICATION PLAN**

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NORTHAMPTON COUNTY  
LOCAL GOVERNMENT

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## ARTICLE II: THE POSITION CLASSIFICATION PLAN

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### Section 5. Exemptions

#### A. Employees under the Office of Human Resources

All positions within the Department of Social Services, the Health Department, and the Emergency Management ~~Department Director~~ (Deleted the word "Director" and added Department: We are only naming departments in this section and not individual job titles.) are exempt from this Article, The Position Classification Plan. All positions within those departments must be reviewed and approved by the Office of State Human Resources.

#### B. Elected Officials

**BOARD DECISION PENDING.**

##### **Option #1**

1. **Register of Deeds:** The Register of Deeds will be elected at a Grade 71, and will be included on the classification plan allowing the County Manager to approve salaries up to Step 3, and the Board of Commissioners to approve salaries beyond Step 3 and up to Step 7. This Elected Official will have full access to County benefits (including medical/hospitalization, dental/vision, life insurance, and voluntary benefits); however, the Register of Deeds will not be eligible for the accrual of leave time or merit increases.
2. **Sheriff:** The Sheriff will be elected at a Grade 77, and will be included on the classification plan allowing the County Manager to approve salaries up to Step 3, and the Board of Commissioners to approve salaries beyond Step 3 and up to Step 7. This Elected Official will have full access to County benefits (including medical/hospitalization, dental/vision, life insurance, and voluntary benefits); however, the Sheriff will not be eligible for the accrual of leave time or merit increases.
3. **County Board of Commissioners:** The County's Board of Commissioners will be elected at a Grade 99, and will have full access to County benefits (including medical/hospitalization, dental/vision, life insurance, and voluntary benefits); however, the County's Board of Commissioners will not be eligible for the accrual of leave time or merit increases.

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## ARTICLE II: THE POSITION CLASSIFICATION PLAN

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### ***Option #2***

1. **Register of Deeds & Sheriff:** According to the rights given in General Statute (GS 153A-92), the County's Board of Commissioners will set a specific salary for the Register of Deeds and the Sheriff prior to new elections. The Board of Commissioners will announce the salary 14 days prior to the deadline for filing the notice of candidacy. Both the Register of Deeds and the Sheriff will have full access to County benefits (including medical/hospitalization, dental/vision, life insurance, and voluntary benefits); however, neither will be eligible for the accrual of leave time or merit increases.
2. **County Board of Commissioners:** The County's Board of Commissioners will be elected at a Grade 99, and will have full access to County benefits (including medical/hospitalization, dental/vision, life insurance, and voluntary benefits); however, the County's Board of Commissioners will not be eligible for the accrual of leave time or merit increases. (same as Option 1)

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## ARTICLE III

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### THE PAY PLAN

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NORTHAMPTON COUNTY  
LOCAL GOVERNMENT

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DRAFT

### ARTICLE III: THE PAY PLAN

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~~The employee shall receive a letter confirming the appointment to the lower level position and the newly assigned salary as well as a position description outlining the revised duties and responsibilities. (Deleted & added into sub-section "C" below.)~~

#### C. Reassignments

A reassignment is defined as the movement of an employee from one position to another existing (vacant **and posted**) position within the County **as a consideration for continual employment.**

**Lateral Reassignments** occur when an employee is reassigned to a position within the same classification (equal pay), therefore warranting no change in salary.

**Lower Classification Reassignments** occur when an employee is reassigned to a position within a lower classification. When Lower Classification Reassignments occur, the employee **must** accept a *salary adjustment* to a step within the lower salary range as determined appropriate by the Department Head, and as approved by the Human Resources Director and/or County Manager. The employee shall receive a letter confirming the appointment to the lower level position and the newly assigned salary, as well as a position description outlining the **revised (deleted: the duties are new/different, not revised)** duties and responsibilities.

#### D. Reclassifications

A reclassification is the reassignment of an existing position from one (1) classification to another based on job content such as duty, kind of work, level of difficulty, decision-making responsibility, required skill and education as well as accountability for work being performed. Reclassifications impact individual positions only.

When an employee's reclassified position is assigned to a higher salary range, each employee shall have his/her salary increased to the minimum of the new salary range.

If the employee's current salary is already *above* the minimum salary rate, his/her salary may be adjusted between 5% to 7.5 %. The adjusted salary may **not** exceed the maximum of the assigned salary range.

If the position is reclassified to a *lower* pay range and the employee is receiving a salary *above* the maximum established for the new class, the salary of the employee shall be maintained at that level until such time as the position's pay range is increased above the employee's current salary.

A motion was made by Geneva Faulkner and seconded by Fannie Green to enter in closed session for the purpose of G.S. 143-318.11 (a)(3). **Question Called: All present voting yes. Motion carried.**

A motion was made by Chester Deloatch and seconded by Fannie Greene to adjourn closed session. **Question Called: All present voting yes. Motion carried.**

A motion was made by Fannie Greene and seconded by Chester Deloatch to reconvene regular session. **Question Called: All present voting yes. Motion carried.**

**Budget Session:**

Ms. Kimberly Turner, County Manager, appeared before the Board for the Third Budget Work Session.

Ms. Turner presented and passed out the Fire Service Districts request for FY 2017-2018. Ms. Turner noted the only change was Gaston District with an increase of one cent.

A motion was made by Chester Deloatch and seconded by Fannie Greene that the rate for Gaston Fire Dept. remain the same rate until further information is obtained. . **Question Called: All present voting yes. Motion carried.**

Ms. Turner presented and passed out current Proposed General Fund Operational Budget.

Ms. Turner noted the changes made to Ambulance and Contingency. She also stated she has a balanced budget using \$1,223,956 from Fund Balance.

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



*Final Budget Session*

Proposed General Fund Budget (Operational) 2017/2018 Budget							
ORG	Department	2017 2016/2017 Approved	2018 Depart Request	2018 Admin Approved	2018 Changes WS	2018 Other Changes	2018 Board Approved
4110	Commissioners	\$112,854	\$99,681	\$112,381	\$12,700		
4120	Administration	\$250,822	\$238,651	\$238,651			
4122	Human Resources	\$198,245	\$207,235	\$207,235			
4132	Retiree's Hosp	\$280,314	\$284,452	\$284,452			
4130	Finance	\$642,349	\$639,504	\$639,504			
4140	Tax Department	\$645,927	\$601,397	\$601,397			
4144	Land Records	\$184,644	\$180,757	\$180,757			
4150	Legal	\$70,375	\$70,375	\$70,375			
4160	Court	\$23,050	\$18,400	\$18,400			
4168	RRS	\$287,867	\$305,858	\$305,858			
4170	Elections	\$218,497	\$233,224	\$233,224			
4180	Reg of Deeds	\$242,854	\$243,000	\$216,348	-\$26,652		
4190	Bldgs & Grounds	\$905,366	\$740,477	\$918,287	\$177,810		
4210	MIS	\$279,310	\$269,626	\$269,626			
4220	Central Garage	\$81,825	\$82,370	\$101,370	\$19,000		
4250	Bulk Fuel	\$19,800	\$5,000	\$5,000			
4270	Central Stores	\$14,700	\$200	\$200			
4310	Sheriff	\$2,465,283	\$2,373,741	\$2,373,741			
4312	Sheriff School Res. Offs.	\$145,772	\$141,858	\$141,858			
4316	Sheriff Execution Accounts	\$27,000	\$27,000	\$27,000			
4320	Jail	\$1,396,997	\$1,363,791	\$1,363,791			
4321	Youth Detention	\$50,000	\$30,000	\$30,000			
4325	Emer. Communication	\$897,329	\$867,951	\$867,951			
4330	Emer. Manag.	\$136,894	\$133,317	\$133,317			
4331	Forestry Program	\$91,877	\$110,145	\$94,584			
4350	Bldg Insp.	\$209,423	\$181,457	\$181,457			
4360	Medical Examiner	\$10,000	\$12,000	\$12,000			
4370	Ambulance	\$3,106,940	\$3,274,726	\$3,314,726	\$40,000		
4371	Contrib. Rescue	\$14,000	\$14,000	\$14,000			
4380	Animal Control	\$100,707	\$90,461	\$90,461			
4910	Planning	\$177,063	\$149,402	\$149,402			
4920	EDC	\$193,613	\$182,199	\$182,199			
4950	Cooperative Exten.	\$276,535	\$274,558	\$274,558			
4960	Soil Conservation	\$113,164	\$109,227	\$109,227			
5311	DSS Co.'s Share	\$2,322,299	\$2,122,299	\$2,122,299			
5811	Aging	\$57,073	\$55,195	\$55,195			
6120	Recreation	\$256,246	\$264,514	\$264,514			
5820	Veterans	\$52,748	\$50,952	\$50,952			
5190	E & H	\$111,153	\$111,153	\$111,153			
5196	Block Grant	\$92,500	\$91,755	\$91,755			
5196	Match-Block Grant	\$0	\$0	\$0			
5833	CBA Programs	\$87,873	\$87,873	\$87,873			
5833	Co's share CBA	\$8,788	\$8,888	\$8,888			
5850	JCPC	\$6,241	\$6,241	\$6,241			
5110	Health Programs	\$4,779,244	\$4,191,532	\$4,191,532			
5210	Mental Health	\$77,614	\$77,614	\$77,614			
5210	5 cent Bottle Tax	\$4,000	\$4,000	\$4,000			
5000	Rest Home Comm.	\$1,200	\$1,200	\$1,200			

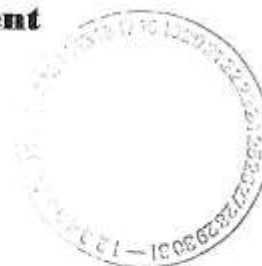
Proposed General Fund Budget (Operational)							
2017/2018 Budget							
ORG	Department	2017 2016/2017 Approved	2018 Depart Request	2018 Admin Approved	2018 Changes WS	2018 Other Changes	2018 Board Approved
4923	SW Pick Up	\$170,000	\$170,000	\$170,000			
9800	Contingency	\$100,000	\$100,000	\$150,000	\$50,000		
9800	Tax Revaluation	\$50,000	\$50,000	\$50,000			
9800	Debt Service	\$1,415,116	\$1,342,341	\$1,342,341			
4920	Enviva Incentive	\$373,000	\$367,370	\$367,370			
6123	Cultural Recreation	\$8,510	\$8,378	\$8,378			
5601	Senior Tarheel Leg.	\$600	\$600	\$600			
	Talon Building	\$0	\$5,000	\$5,000			
	Vol. Fire Departments	\$14,500	\$14,500	\$14,500			
	<b>Schools:</b>						
5900	Current Expense	\$3,650,000	\$3,907,815	\$3,500,000			
5900	C.O.	\$795,000	\$695,000	\$695,000			
5900	Fines	\$70,000	\$63,000	\$58,000			
	<b>Contributions:</b>						
4730	Drain-Watershed	\$4,000	\$4,000	\$4,000			
5000	Caswell	\$390	\$390	\$390			
5816	Faison Sen Ctr.	\$0		\$0			
5850	Food Bank	\$0	\$2,000	\$0			
6110	Library	\$156,430	\$156,430	\$156,430			
5920	Halifax CC	\$20,000	\$30,000	\$30,000	\$10,000		
6140	Museum	\$4,000	\$7,500	\$4,000			
4930	Upper Coastal Plains COG	\$9,805	\$9,733	\$9,733			
5920	RC Comm Coll	\$20,000	\$354,665	\$50,000	\$30,000		
4930	CADA	\$2,500	\$25,000	\$2,500			
4930	Chamber of Commerce	\$16,509	\$18,459	\$18,459			
4731	Lake Gaston Weed	\$116,000	\$116,000	\$116,000			
	Roanoke River Partners	\$1,000	\$1,000	\$1,000			
5850	RPO	\$5,782	\$6,649	\$6,649			
4531	CPTA	\$2,500	\$13,000	\$2,500			
4530	Tri-County Airport	\$15,000	\$20,000	\$20,000	\$5,000		
4530	Regional Airport	\$15,000	\$25,000	\$25,000	\$10,000		
4930	Four Rivers	\$500	\$500	\$500			
	Hannah's Place	\$0		\$0			
	King's Kitchen	\$0		\$1,000			
	R-Chowan Safe	\$0	\$2,000	\$0			
	<b>Total Expenditures</b>	<b>\$28,764,517</b>	<b>\$28,145,586</b>	<b>\$27,645,903</b>	<b>\$327,859</b>		

Proposed General Fund Budget (Operational)							
2017/2018 Budget							
ORG	Department	2017 2016/2017 Approved	2018 Depart Request	2018 Admin Approved	2018 Changes WS	2018 Other Changes	2018 Board Approved
	<b>REVENUES</b>						
	Ad valorem Taxes	\$17,978,959	\$17,845,742	\$18,468,830			
	Proposed tax increa.						
	Other Taxes & Lic	\$110,500	\$149,400	\$149,400			
	Sales Tax	\$2,125,300	\$2,140,300	\$2,140,300			
	Intergov. Unrestricted	\$118,220	\$110,320	\$110,320			
	Categorical Grants	\$475,758	\$495,172	\$495,172			
	Intergov. Restricted	\$248,445	\$238,286	\$238,286			
	Health F/S Restric	\$1,564,672	\$1,467,600	\$1,670,446			
	Permits/Fees	\$229,200	\$240,900	\$240,900			
	Sales/Services	\$1,546,372	\$1,620,658	\$1,620,658			
	Health Sales/Services	\$1,322,215	\$1,197,457	\$1,197,457			
	Miscellaneous	\$201,178	\$90,178	\$90,178			
	Fund Balance Approp	\$2,857,043	\$0	\$1,223,956			
	<b>Total Revenue</b>	<b>\$28,777,862</b>	<b>\$25,596,013</b>	<b>\$27,645,903</b>			
	Difference		-\$2,549,573	\$0	-\$327,859	\$0	
	<b>Other Funds:</b>						
	66 Solid Waste	\$2,318,222		\$2,317,535			
	61 Enterprise	\$3,213,096		\$3,196,768			
	251 Tourism Dev.	\$57,600		\$58,000			



FIRE SERVICE DISTRICTS		
District	FY 16-17	FY 17-18
Roanoke Wildwood	3.1 cents per \$100	3.1 cents per \$100
Roanoke Wildwood A	3.1 cents	3.1 cents
Garysburg	6 cents	6 cents
Gaston	7 cents	8 cents
Jackson	3.93 cents	3.93 cents
Lasker	5.09 cents	5.09 cents
Rich Square	5 cents	5 cents
Seaboard	5.75 cents	5.75 cents
Woodland	7.42 cents	7.42 cents
	Districts	
Lake Gaston Special Tax District	0	

**Gaston Volunteer Fire Department  
210 Old Emporia Road  
Gaston, North Carolina 27832  
252.537.8279**



May 15, 2017

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

Dear Ms. Turner:

Find enclosed the information that you requested. We are requesting our department's recommended tax rate be \$0.08 per \$100 of assessed value for the Gaston Fire Tax District. We are in the process of replacing our first out pumper which is 17 years old. The increase is needed to keep up with demands for service from our fire department.

If you should need any further assistance, please advise.

Sincerely,

A handwritten signature in black ink, appearing to read "Chief Ed Porter, Jr.", followed by a long horizontal flourish.

Chief Ed Porter, Jr.  
Gaston Volunteer Fire Department.

enclosures/

## Gaston Volunteer Fire Department 2017 Proposed Budget

**INCOME**

Fees For Service	\$28,000
General Donations	\$15,000
Fuel Tax Refund	\$925
Grants	\$25,000
NC Sales & Use Tax Refund	\$6,000
Northampton County Donation	\$850
Gaston Fire Taxing District	\$197,925
Town of Gaston Contribution	\$12,500
Fund Drives	\$10,000
<b>TOTAL INCOME</b>	<b>\$296,200</b>

**EXPENSES**

Fire Stations Maintenance	\$18,000
FF Dues/Retirement	\$7,520
New Fire Equipment	\$25,000
New Rescue Equipment	\$25,000
Fuel	\$10,000
Insurance	\$24,000
Office Supplies	\$5,500
Vehicle Maintenance	\$16,500
Utilities	\$20,000
Contingency	\$5,925
Building Loan Pmt.	\$72,730
Equipment Maintenance	\$13,100
Truck Loan Payments	\$36,925
Office Equipment	\$3,000
Public Education/Fire Prevention	\$7,000
Recruitment & Retention	\$1,000
Training	\$3,000
Misc. & Unappropriated	\$2,000
<b>TOTAL EXPENSES</b>	<b>\$296,200</b>

## 01/01/2016 - 12/31/2016

<u>Income</u>	<u>Actual</u>	<u>Budget</u>
Fees for Services	\$ 27,952.82	\$ 30,000.00
General Donations	\$ 14,460.39	\$ 10,000.00
Fuel Tax Refunds	\$ 927.91	\$ 700.00
Grants	\$ 38,966.88	\$ 25,000.00
NC Sales/Use Funds	\$ 6,350.00	\$ 3,000.00
NoCo Donation	\$ 1,700.00	\$ 850.00
NoCo Fire Tax	\$ 170,061.71	\$ 178,000.00
Town of Gaston	\$ 12,500.00	\$ 12,500.00
Fund Drives	\$ 9,603.10	\$ 15,000.00
Insurance Claim	\$ 2,365.00	\$ -
Savings Transfer	\$ -	\$ 35,000.00
<b>Totals</b>	<b>\$ 284,887.81</b>	<b>\$ 310,050.00</b>

<u>Expenses</u>	<u>Actual</u>	<u>Budget</u>
Station Maintenance	\$ 20,384.43	\$ 14,000.00
Dues/FF Retirement	\$ 7,858.76	\$ 3,500.00
Fire Equipment	\$ 66,606.85	\$ 68,500.00
Rescue Equipment	\$ 10,368.56	\$ 25,000.00
Fuel	\$ 8,119.65	\$ 6,750.00
Insurance	\$ 23,607.50	\$ 21,000.00
Office Supplies	\$ 5,259.99	\$ 5,500.00
Vehicle Maintenance	\$ 16,422.63	\$ 20,000.00
Utilities	\$ 17,976.12	\$ 22,000.00
Contingency	\$ -	\$ 3,000.00
Building Loan	\$ 72,729.85	\$ 72,730.00
Equipment Maintenance	\$ 13,037.04	\$ 10,000.00
Truck Payment	\$ 22,826.10	\$ 24,000.00
Office Equipment	\$ 3,596.13	\$ 3,000.00
Public Outreach	\$ 5,514.36	\$ 7,000.00
Recruitment/Retention	\$ 214.50	\$ 1,000.00
Training	\$ 3,050.76	\$ 1,070.00
Miscellaneous	\$ 13,352.20	\$ 2,000.00
Safer grant	\$ 511.94	\$ -

<b>Total</b>	<b>\$311,437.37</b>	<b>\$ 310,050.00</b>
<b>Overall total</b>	<b>\$ (26,549.56)</b>	

Checking	\$ 8,422.32
Savings	\$ 39,968.98
Relief Fund	\$ 16,387.64

A motion was made by Chester Deloatch and seconded by Fannie Greene to adjourn. **Question Called: All present voting yes. Motion carried.**

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Komita Hendricks, Clerk to the Board  
“r.m. 06-05-17”

**NORTHAMPTON COUNTY**  
**BOARD OF COMMISSIONERS**

**Meeting Date:**            06-19-2017

**Agenda Tab Number:**   2

**Agenda Time:**           6:00

**Presenter and/or Subject Matter:**

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Approval of Closed Session Minutes for June 5, 2017

(omitted)

Komita Hendricks  
Clerk to the Board

**NORTHAMPTON COUNTY**  
**BOARD OF COMMISSIONERS**

**Meeting Date:**           06-19-2017

**Agenda Tab Number:**   3

**Agenda Time:**           6:00

**Presenter and/or Subject Matter:**

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Approval of Agenda for June 19, 2017

Komita Hendricks  
Clerk to the Board



### ***3 Approval of Agenda for June 19, 2017***

The Northampton County Board of Commissioners will meet in Regular Session on Monday, June 19, 2017 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.

<b><u>TAB</u></b>	<b><u>TIME</u></b>	<b><u>DESCRIPTION</u></b>
	5:30	Closed Session G.S. 143-318.11 (a)(4)-EDC Report
	5:50	Agenda Work Session
1	6:00	Approval of Regular Meeting Minutes for June 5, 2017
2		Approval of Closed Session Minutes for June 5, 2017
3		Approval of Agenda for June 19, 2017
4	6:05	Public Hearing-Home and Community Care Block Grant Mrs. Joslyn Reagor, Director of Office on Aging
5	6:15	Mrs. Vivian Branch Delta Sigma Theta Sorority, Inc.
6	6:30	Mr. Craig Ellison, Cooperative Extension Director 1) Adult Expanded Food and Nutrition Education Program 2) Northampton County Diabetes Support Program
7	6:45	Ms. Kimberly Turner, County Manager 1) Contract for Inspections Services 2) Management Matters
8	6:55	Citizens/Board Comments
	7:25	Adjourn

**NORTHAMPTON COUNTY**  
**BOARD OF COMMISSIONERS**

**Meeting Date:** 06-19-2017

**Agenda Tab Number:** 4

**Agenda Time:** 6:05

**Presenter and/or Subject Matter:**

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Public Hearing-Home and Community Care Block Grant

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Mrs. Joslyn Reagor, Director of Office on Aging

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Komita Hendricks  
Clerk to the Board

#### ***4 Public Hearing-Home and Community Care Block Grant***

##### **DECISION PAPER**

**To:** Northampton County Board of Commissioners  
**From:** Office on Aging  
**Date:** June 19, 2017  
**Reference:** Home and Community Care Block Grant Allocations for FY 2017-2018

---

**Purpose:** To obtain the Board's approval of the Home and Community Care Block Grant allocations and services for FY 2017-2018.

**Facts:**

- 1) Each year Northampton County is allocated monies through the Home and Community Care Block Grant for services for eligible senior adults.
- 2) The Office on Aging was appointed Lead Agency by the County Board of Commissioners in 1995 and an Advisory Board on Aging was also formed to serve as the Block Grant Committee.
- 3) It is the responsibility of the Office on Aging Financial Advisory Board to recommend which services to fund and how much is to be allocated to each service. (see Attachment 1)
- 4) The Financial Advisory committee has reviewed the sealed proposals.
- 5) The preliminary schedule of federal and state funding for fiscal year 2017-2018 for Northampton County is \$284,150.

**Discussion:**

The Financial Advisory Board met on May 25, 2017 to review sealed proposals and to receive block grant providers' presentations. Providers and allocations were voted on by the Office on Aging Advisory Committee. The J. W. Faison Senior Center, Lake Gaston Retirement Village Foundation, Inc. and Department of Social Services, are responsible for their own 10% match and the county Match the Health Department.

**Conclusion:**

Approval of this funding will allow senior adults in Northampton County to continue to receive services as listed on Attachment 1.

**Recommendation:**

That the Board of Commissioners approves the Home and Community Care Block Grant allocations and local match for county agencies as identified in Attachment 1.

Page 2  
June 19, 2017

Respectfully Submitted

*Joslyn Debraux-Reagor*

Joslyn Debraux-Reagor

Northampton County Office on Aging

**Coordination:**

Kimberly Turner, County Manager

Concur *Kimberly Turner* \_\_\_\_\_

Concur with Comment *6/19/17* \_\_\_\_\_

Non-Concur \_\_\_\_\_

Leslie Edwards, County Finance Director

Concur *Leslie A. Edwards* \_\_\_\_\_

Concur with Comment \_\_\_\_\_

Non-Concur \_\_\_\_\_

Page 3  
June 19, 2017

Attachment 1

**HCCBG Allocation FY 2017-2018**

<b>Health Department</b>	
Home Delivered Meals	<b>70,000</b>
 <b><u>Lake Gaston RVF, INC.</u></b>	
Medical Trans	600
Home Improvement	<u>5,500</u>
	<b>6,100</b>
 <b><u>J. W. Faison Senior Center</u></b>	
Senior Operations	44,373
Congregate	20,649
Medical Trans.	7,578
General Trans.	<u>13,055</u>
	<b>85,655</b>
 <b><u>DSS</u></b>	
In Home Level I	28,811
In Home Level II	82,778
Adult Care	3,859
Adult Day Health	<u>6,947</u>
	<b>122,395</b>
 <b><u>TOTAL</u></b>	 <b><u>284,150</u></b>

**NORTHAMPTON COUNTY**  
**BOARD OF COMMISSIONERS**

**Meeting Date:**            06-19-2017

**Agenda Tab Number:**   5

**Agenda Time:**           6:15

**Presenter and/or Subject Matter:**

\_\_\_\_\_

\_\_\_\_\_

Mrs. Vivian Branch

Delta Sigma Theta Sorority, Inc

\_\_\_\_\_

\_\_\_\_\_

Komita Hendricks  
Clerk to the Board

## ***Delta Sigma Theta Sorority, Inc.***

# ***Delta Sigma Theta Sorority, Incorporated***

*A Service Sorority Founded in 1913*

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1707 New Hampshire Avenue N.W. ▲ Washington, DC 20009 ▲ (202) 986-2400 ▲ Telefax (202) 986-2513

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## **BACKGROUNDER: Delta Sigma Theta Sorority, Inc.**

### **Mission and History**

Delta Sigma Theta Sorority, Inc. is a private, non-profit organization whose purpose is to provide assistance and support through established programs in communities throughout the world. Delta Sigma Theta Sorority was founded on January 13, 1913 by twenty-two collegiate women at Howard University in Washington, D.C.

These young women wanted to use their collective strength to promote academic excellence; to provide scholarships; to provide support to the underserved; to educate and stimulate participation in the establishment of positive public policy; and to highlight issues and provide solutions for problems in their communities.

### **Programs**

Delta Sigma Theta Sorority's major programs are based upon the organization's Five-Point Programmatic Thrust, which consists of:

- Economic Development;
- Educational Development;
- International Awareness and Involvement;
- Physical and Mental Health; and
- Political Awareness and Involvement.

Some of the Sorority's national programs and initiatives include:

- **The Dr. Betty Shabazz Delta Academy**, an educational program which provides an opportunity for local chapters to collaborate or work independently with at-risk young women between the ages of 11 and 14;
- **Delta GEMS: Growing and Empowering Myself Successfully**, a program that helps at-risk young women between the ages of 14 and 18 to realize their dreams;
- **Delta Days in the Nation's Capital**, the Sorority's annual legislative conference;
- **Delta Days at the United Nations**, an annual forum held at the UN;
- **The Healthy Lifestyle Initiative- The Total Woman: Mind, Body and Spirit**, an effort to educate and facilitate lifestyle changes for the physical, mental and spiritual well-being of Delta members and the communities they serve;
- **Financial Fortitude**, a program designed to help participants develop a blueprint to address all aspects of their personal finances;
- **Project ART: Actively Redefining Together**, is a collective effort of the Sorority's membership to support, nurture and uplift positive programming while rejecting demeaning and harmful images in all forms of entertainment and media; and
- **Water Tanks and Wells**, a collaboration with Water for Children Africa that provided financial support for the placement of 7 water tanks in the Machachos School District outside Nairobi, Kenya.

Dr. Paulette C. Walker  
National President

Beverly E. Smith  
National First Vice President

Taylor McCain  
National Second Vice President

Cheryl A. Hickmon  
National Secretary

Deborah A. Jone-Buggs  
National Treasurer

Roseline McKinney  
Executive Director

### **Organizational Structure**

The organizational structure and governance of the Delta Sigma Theta Sorority is invested in the Grand Chapter, which meets in National Convention biennially. Regional Conferences are held in the seven geographic regions of the organization during non-convention years. In the interim, the Executive Board, consisting of elected and appointed members, acts to establish and implement policies, as needed. A paid professional staff, under the leadership of the Executive Director, operates the National Headquarters office in Washington, D.C.

Delta Sigma Theta Sorority, Inc. conducts all of its activities in accordance with the rules that govern organizations whose tax status is 501 (c)(7).

### **Membership**

A sisterhood of more than 200,000 predominately Black college educated women, the Delta Sigma Theta Sorority currently has over 900 chapters located in the United States, England, Japan (Tokyo and Okinawa), Germany, the Virgin Islands, Bermuda, the Bahamas and the Republic of Korea.

The members of Delta Sigma Theta Sorority represent a unique segment of the nation's demographic profile. Delta women are movers and shakers--they hold political offices, own businesses and are influential in a range of fields from medicine to law to education. A recent survey of members showed that 97 percent of all Deltas are registered to vote; they are well-educated, earn competitive incomes and maintain positions of influence and respect within the greater community.

Alumnae Deltas comprise the largest portion (76 percent) of the membership, while collegiate Deltas comprise 24 percent of the membership. Most Deltas are employed in education as teachers, school administrators, counselors, professors, and higher education administrators. Other occupations frequently reported include management, social sciences, social work, medicine/health, law, engineering, architecture, the performing arts, information sciences, public administration (federal, state, and local levels), the judiciary, journalism, and religion.

A great number of the most astute professionals, entrepreneurs, corporate leaders, political leaders, educators and key influencers from around the world hold membership in Delta Sigma Theta. Some of the organization's most distinguished members include: former U.S. Secretary of Labor, The Honorable Alexis Herman; Attorney General Loretta Lynch; Congresswomen Marcia L. Fudge (D-OH), Joyce Beatty (D-OH), Yvette Clark (D-NY) and Brenda Lawrence (D-MI); and renowned journalists Gwen Ifill, Soledad O'Brien and Melissa Harris-Perry.



Komita Hendricks  
Clerk to the Board

### ***1) Adult Expanded Food and Nutrition Education Program***

#### Decision Paper

TO: Northampton County Board of Commissioners

FROM: Craig Ellison, Northampton County Extension Director Cooperative Extension

DATE: June 19, 2017

RE: Adult EFNEP – Expanded Food and Nutrition Education Program – Northampton County

- 
- PURPOSE:** To appear before the Northampton County Board of Commissioners to obtain approval to receive grant funds from the Vidant Community Benefit Grants Program which will provide support toward resources used in education classes for citizens living in Northampton County.
- DISCUSSION:** The Expanded Food and Nutrition Education Program (EFNEP) reaches out to limited resource families with young children, pregnant women and teen parents through a series of lessons, taught over several months by paraprofessionals, many of whom are indigenous to the target population. The program utilizes curricula developed collaboratively with the Division of Public Health, Nutrition Services Branch and Physical activity and Nutrition Branch and NC State University called EFNEP's Families Eating Smart and Moving More (EFESMM). The curriculum consists of 22 lessons under five major headings:
- \*Introduction to the EFNEP Program
  - \*Moving More, Everyday, Everywhere
  - \*Eating Smart on the run (Smart Breakfast/Lunch Choices)
  - \*Eating Smart at Home (Planning, Shopping)
  - \*Eating Smart Throughout the Life cycle

**RECOMMENDATION:**

That the Board grant Kimberly Turner, County Manager, and Leslie Edwards, Finance Officer, permission to sign this agreement to allow grant funds to be disbursed to the county.

---

Respectfully Submitted,

Craig Ellison  
County Extension Director

Coordination:

Kimberly Turner, County Manager

Concur: Kimberly L. Turner

Concur with Comment: 4/13/17

Non-Concur: \_\_\_\_\_

Leslie Edwards, County Finance Director

Concur: Leslie A. Edwards

Concur with Comment: \_\_\_\_\_

Non-Concur: \_\_\_\_\_

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## 2) Northampton County Diabetes Support Program

### Decision Paper

TO: Northampton County Board of Commissioners

FROM: Craig Ellison, Northampton County Extension Director Cooperative Extension

DATE: June 19, 2017

RE: Northampton County Diabetes Support Program

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**PURPOSE:** To appear before the Northampton County Board of Commissioners to obtain approval to receive grant funds from the Vidant Community Benefit Grants Program which will provide diabetes support and education classes for citizens living with Type 2 Diabetes in Northampton County.

**DISCUSSION:** Northampton County Cooperative Extension will provide Diabetes Support and Education classes to citizens living with Type 2 Diabetes in Northampton County. Diabetes Support and Education teaches persons with diabetes about the importance of managing their diabetes through the use of medications, diet, exercise, and managing stress. The 2016-2017 Vidant Community Benefit Grant allowed NC Cooperative Extension to establish monthly diabetes support groups in the communities of Jackson and Rich Square. This program has given citizens on-going access to self-management skills otherwise unavailable to them. We are requesting \$2,000.00 to further enhance these newly established groups. In addition, we will partner with Northampton County Health Department to increase our efforts by establishing a group on the central to western end of Northampton County. These funds will be used to purchase educational supplies and extenders, such as, food models, taste testing supplies, scales, educational displays and games. These supplies will allow the participants to have hands-on experience with daily self-management of diabetes. Funds will also be used in promoting diabetes prevention behaviors in adults and youth throughout the community.

**RECOMMENDATION:**

That the Board grant Kimberly Turner, County Manager, and Leslie Edwards, Finance Officer, permission to sign this agreement to allow grant funds to be disbursed to the county.

Respectfully Submitted,

Craig Ellison  
County Extension Director

Coordination:

Kimberly Turner, County Manager

Concur: Kimberly L. Turner

Concur with Comment: 6/13/17

Non-Concur: \_\_\_\_\_

Leslie Edwards, County Finance Director

Concur: Leslie A. Edwards

Concur with Comment: \_\_\_\_\_

Non-Concur: \_\_\_\_\_

**NORTHAMPTON COUNTY**  
**BOARD OF COMMISSIONERS**

**Meeting Date:**            06-19-2017

**Agenda Tab Number:**   8

**Agenda Time:**           6:45

**Presenter and/or Subject Matter:**

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Ms. Kimberly Turner, County Manager

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1) Contract for Inspection Services

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2) Management Matters

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Komita Hendricks  
Clerk to the Board

## *Contract for Inspection Services*

STATE OF NORTH CAROLINA  
COUNTY OF NORTHAMPTON

### SERVICE AGREEMENT

THIS AGREEMENT, executed and entered into as of 19 June 2017, by and between the County of Northampton, State of North Carolina, a body politic and corporate, hereinafter called "the County", as party of the first part; and Charlie J. Watson, hereinafter "Watson", as party of the second part;

### WITNESSETH:

WHEREAS, Northampton County has no full or part-time employee with the necessary certification from the State of North Carolina required to perform fire inspection services for Northampton County Schools, rest homes, daycare centers, etc., and;

WHEREAS, Watson is licensed by the State of North Carolina as a Level III inspector certified for inspection of plumbing, mechanical and fire inspections. Watson is licensed by the State of North Carolina as a Level II inspector certified for inspection of building and electrical inspections, and;

WHEREAS, the County and Watson reached a verbal agreement for Watson to perform the above described services as an independent contractor for the County on an as needed basis and both parties desire that the terms of said verbal agreement be set forth in the form of a written service agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

### SECTION 1. DUTIES AND RELATIONSHIP OF PARTIES:

The County agrees to confer upon Watson the duties of fire inspection of all trades for Northampton County, which inspections shall include, but are not limited to, all building, electrical, plumbing, mechanical and fire inspections. Watson accepts such conferment and agrees to be available to the County during the term of this Agreement for the purposes of fulfilling all necessary inspection services required by the County.

It is expressly understood and agreed that all services performed by Watson under the terms of this agreement shall be on an independent contractor basis. Watson acknowledges and defines himself as being an independent contractor of the County and not an employee or agent thereof, and shall at no time hold himself out as an employee or agent of the County.

### SECTION 2. TERM:

This agreement shall continue in full force and effect until terminated by either party as set forth in Section 5 of this Agreement.

### SECTION 3. SALARY:

County agrees to pay Watson the sum of \$50 per hour, plus \$.55 per mile in travel or in mileage allowance to and from his Murfreesboro, North Carolina home to Jackson, North Carolina building inspections office, such fees to be payable upon receipt of invoice submitted to the County from

Watson. There shall be no charge for travel time. Watson is to receive no fringe benefits whatsoever and is not to be covered by any County insurance policy or workman's compensation and is not to operate any County motor vehicle.

**SECTION 4. OTHER TERMS AND CONDITIONS OF EMPLOYMENT:**

During the continuation of this agreement, Watson agrees to be responsible for and keep current all State of North Carolina inspection certification requirements necessary to fulfill the duties herein set forth. Watson also agrees that he will at all times perform his duties under the supervision and direction of Nathan Pearce, Northampton County Assistant Manager.

**SECTION 5. TERMINATION:**

Each party hereto shall have the right to terminate this agreement at any time upon thirty (30) days of written notice of intention to do so.

**SECTION 6. INDEMNIFICATION:**

Watson shall defend and indemnify the County against and hold the County harmless from all claims, losses, liabilities, damages and expenses (including attorneys' fees) asserted against or incurred by the County (a) arising from or related to any breach of this agreement by Watson, (b) any injury to or death of any person arising from or related to negligent acts or omissions or wrongful misconduct of Watson or Watson's agents, employees and contractors, and (c) loss of or damage to any property arising from or related to negligent acts or omissions or wrongful misconduct of Watson or Watson's agents, employees and contractors.

**SECTION 7. E-VERIFY CERTIFICATION:**

Employers and their subcontractors with twenty-five (25) or more employees in the State of North Carolina as defined in Article 2 of Chapter 64 of the North Carolina General Statutes must comply with E-Verify requirements in order to contract with governmental units. E-Verify is a program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees. Watson certifies that he is aware of and in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes. In addition, Watson certifies that to the best of his knowledge, any subcontractors employed by it as a part of this agreement are in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes. Watson acknowledges and agrees that local governments are prohibited from contracting with persons or entities that do not comply with E-Verify requirements and that the County is relying on the certifications set forth herein in order to contract with Watson.

**SECTION 8. GOVERNING LAW AND CONSENT TO JURISDICTION:**

This agreement shall be construed and enforced with the laws of the State of North Carolina notwithstanding its conflict of law principles. Watson agrees that any legal action or proceeding arising out of or relating to this agreement shall be instituted in the Superior Court of Northampton County, North Carolina. Watson consents to the jurisdiction of such court and waives any objection relating to the basis for personal or in rem jurisdiction or to venue.



IN WITNESS WHEREOF, the parties have caused this agreement to be executed the day and year first above written.

NORTHAMPTON COUNTY, NORTH CAROLINA

By: \_\_\_\_\_  
Robert V. Carter, Chair  
Northampton County Board of Commissioners

ATTEST:

\_\_\_\_\_  
Komita Hendricks, Clerk to the Board  
Northampton County

\_\_\_\_\_  
Charlie J. Watson (SEAL)

This instrument has been pre-audited in the manner required by the Local Government and Fiscal Control Act.

Leslie H. Edwards  
Leslie H. Edwards, Northampton County Finance Officer

NORTHAMPTON COUNTY CONTRACT CONTROL SHEET		CONTRACT/VENDOR	
VENDOR # 5469		Charlie J. Watson	
		Address 326 Jay Trail, Murfreesboro, NC 27855	
		Contact Charlie J. Watson	
		2	Originals      0      Copies
CONTRACT # <u>2017-13</u>		Amount \$ <u>\$50 per hr / \$.55 per mile</u>	
New Contract <u>Yes</u>			
Renewal _____		Date originally approved by the Board of Commissioners _____	
Cost or Material Changes _____			
Original Contract sent to Contract Administrator		Date: <u>6/7/2017</u>	
Originating Department/Individual: Administration		Item or Service: Inspection Services	
Department Involved: Building Inspections		Type of Contract: Services Agreement	
Line Item Budgeted: 114350-512100		Period of Coverage: 6/19/2017- until position is filled	
<b>GRANTS</b>			
Board approval for Application		Approved _____	Set _____ Verified _____
Board approval for Acceptance		Approved _____	Set _____ Verified _____
COUNTY ATTORNEY		Date Received: <u>6/7/2017</u>	Date Approved: <u>6/12/2017</u>
Approved as to Form: <u>YES</u>		Approved as to Legal Sufficiency: <u>YES</u>	
Revisions Necessary? <u>YES</u>		Board Action Necessary? <u>YES</u>	
Date Revisions were made? <u>6/12, By ATTY.</u>		<u>JOHN M. ECCO</u>	
FINANCE <u>JHE</u>		Date Received: <u>6/12/17</u>	Date Audited: <u>6/12/17</u>
Non encumbered contract Yes _____ No _____			
ASSISTANT COUNTY MANAGER		Date Received _____	Date Approved: _____
COUNTY MANAGER <u>KJ2</u>		Date Received <u>6/13/17</u>	Date Approved: <u>6/13/17</u>
BOARD OF COMMISSIONERS		CLERK TO THE BOARD	
Date approved by Board _____		Date Received _____	Date Attested: _____
<b>CONTRACT ADMINISTRATOR</b>			
Attorney _____	Finance _____	Asst Cty Mgr _____	Cty Mgr _____ Clerk _____
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: _____	
<b>NOTES:</b>			
<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><b>PROBLEMS:</b></p> <p>Corrective Action: _____</p> <p style="text-align: right;">Date: _____ Initial: _____</p>			

**NORTHAMPTON COUNTY**  
**BOARD OF COMMISSIONERS**

**Meeting Date:**            06-19-2017

**Agenda Tab Number:**   9

**Agenda Time:**            6:55

**Presenter and/or Subject Matter:**

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Citizens/Board Comments

Komita Hendricks  
Clerk to the Board