### NORTHAMPTON COUNTY REGULAR SESSION April 21, 2014

Be It Remembered that the Board of Commissioners of Northampton County met on April 21, 2014 with the following present: Robert Carter, Fannie Greene, Virginia Spruill, Chester Deloatch, and Joseph Barrett

Others Present: Kimberly Turner and Michelle Nelson

**Absent: Charles Vaughan** 

#### **Agenda Work Session:**

A 10-minute work session was held to discuss today's agenda items. The following changes were made to the agenda:

- Tab 3- Add: Approval of Closed Session Minutes for April 16, 2014.
- Tab 12- Add item number four: Mike Scott, PRO, Approval of CDBG Compliance Documents.

#### **Regular Session:**

Chairman Carter called the meeting to order, welcomed everyone, and announced when citizens could make comments.

Vice-Chairwoman Greene delivered the Invocation and the Pledge of Allegiance was recited.

#### **Approval of Regular Session Minutes for April 7, 2014:**

A motion was made by Chester Deloatch and seconded by Virginia Spruill to approve the Regular Session Minutes for April 7, 2014. *Question Called: All present voting yes.* <u>Motion carried.</u>

#### **Approval of Closed Session Minutes for April 7, 2014:**

A motion was made by Virginia Spruill and seconded by Chester Deloatch to approve the Closed Session Minutes for April 7, 2014. *Question Called: All present voting yes.* Motion carried.

#### **Approval of Special Called Meeting Minutes for April 16, 2014:**

A motion was made by Fannie Greene and seconded by Joseph Barrett to approve the Special Called Meeting Minutes for April 16, 2014. *Question Called:* All present voting yes. <u>Motion carried.</u>

#### **Approval of Closed Session Minutes for April 16, 2014:**

A motion was made by Joseph Barrett and seconded by Fannie Greene to approve the Closed Session Minutes for April 16, 2014. *Question Called: All present voting yes.* <u>Motion carried.</u>

#### **Approval of Agenda for April 21, 2014:**

A motion was made by Chester Deloatch and seconded by Virginia Spruill to approve the agenda with amended changes. *Question Called: All present voting yes.* Motion carried.

#### Roanoke-Chowan Community College Progress Report and 2014-15 Budget Request:

Dr. Michael Elam, President of R-CCC, appeared before the Board to present a summary of programs at Roanoke-Chowan Community College, and to discuss the College's 2014-15 budget request.

<u>PLEASE SEE SCANNED DOCUMENTS WHICH ARE</u> <u>HEREBY MADE A PART OF THESE MINUTES:</u>





Spring 2014 Curriculum Student Demographics

MISSION

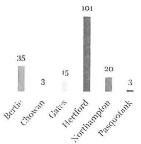
To provide world-class life-long educational and workforce training in order to meet the emerging needs of the community and to improve the quality of life for the students we serve.

## VISION

R-CCC will be a world-class educational institution positively changing the lives of those served.

#### Spring 2014 Continuing Education Student Demographics

Enrollment by County



## VALUES

High Quality Instruction & Service

Community Development

Student Success

Social Awareness

Accountability

Innovation

Gender

30%

Female

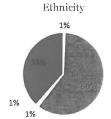
Male

Fairness

Respect

Access

Equity



American Indian

• Black

Hispanic
Other

• White

Key Programs

Hispanic

- + Associate in Arts
- + Medical Office Administration
- + Welding Technology
- +Nursing

White Black

Ethnicity

- + Barbering
- + Criminal Justice Technology

#### **Business Community**

+ Nucor Steel

Male

+ Enviva

■ Female

Gender

- + Vidant Roanoke-Chowan Hospital
- + Perdue

#### **Northampton County Highlights**

#### Northampton County High School Nurse Aide I Training Career and College Promise

 Roanoke Chowan Community College was approved by North Carolina Division of Health Service Regulations to offer Nurse Aide I Training at Northampton County High School December 11,2013

- Roanoke Chowan Community College enrolled 9 students for Nurse Aide I training at Northampton County High School January 2014
- Class started January 24, 2014 with 9 students. One student dropped due to conflicting class time.
- Eight (8) students successfully completed class, lab and clinical April 22,2014
- These students are eligible to take the Nurse Aide Competency Exam scheduled for May 24, 2014 at Roanoke Chowan Community College, upon successful completion of the competency exam the student will be listed on the North Carolina Nurse Aide I Registry.

Public Safety Courses continue to be offered in the county.

Law Enforcement: 349 hours for 92 students.

EMS: 1350 hours for 425 students
Fire: 3945 hours for 354 students

Total for public service: 5644 hours for 871 students

The College is offering Basic Skills, Carpentry, and employability skills at Odom Correctional.

109 Community College Road Ahoskie, NC 27910



252-862-1200 \* Fax 252-862-1358 www.roanokechowan.edu

March 25, 2014

Ms, Kim Turner Northampton County Manager 100 West Jefferson Street P.O. Box 808 Jackson NC 27845-0808



Dear Ms. Turner:

Please find attached the Roanoke-Chowan Community College Budget Request and information for the 2014-2015 fiscal year.

R-CCC faculty and staff are committed to providing all of the necessary education and workforce training essential to building a better community. However, in order to provide these services at the highest level, it is imperative that your College receives the best financial support from all of the counties in our service area.

It is notable that Northampton County residents in some instances makeup the second largest consumer group of services from the College. Although we are requesting \$54,800 in additional funding a significant portion of the funds requested will go directly toward: funding work-study opportunities for Northampton residents, funding community outreach initiatives, and supplementing payments for the High School Equivalency Exam, and other unfunded financial needs for Northampton residents. Thank you for your past support and for giving strong consideration to fulfilling this request.

Sincerely yours in service,

Michael Elam, Ed.D.

Cc: Wendy Ruffin-Barnes, R-CCC Board of Trustees Chair

Roanoke-Chow Community College Buds (equest: NORTHAMPTON COUNTY

	FISCAL YEAR 2014 - 2015	2014 - 2015		
	Actual Expenditures 2012 - 2013	County Appropriations 2013 - 2014	Projected Expenditures 2013 - 2014	Budget Request
Executive Management President's County Supplement	31,920	6,040	6,023	690'9
General Administrative Legal Services Insurance Athletic Insurance Bank Service Charges	6,490 73,629 2,427	5,000	3,525 79,315 1,685	6,000 85,000 5,000 1,800
Facility Operations/Maintenance Salaries/Benefits Full-Time Maintenance/Custodial Part-Time Maintenance/Custodial Security Unemployment Compensation	210,716 46,743 145,429 5,233	180,000 45,000 140,000 2,500	180,024 58,878 140,986 8,398	227,604 37,678 143,140 8,500
Facility Supplies Gas/Oil/Tires Travel	31,738 2,580 776	25,500 2,800 1,000	27,210 2,640 853	40,000 3,500 1,000
Utilities Telephone/Internet Heat Water/Sewer Electricity Garbage Disposal	19,466 32,264 44,595 229,252 7,987	19,800 33,000 20,000 225,000 7,500	26,565 33,000 25,138 225,783 7,500	27,000 38,000 27,000 236,250 7,500
General Facility Repairs	20,557	30,000	32,038	20,000
Lease/Repairs - Motor Vehicles Lease/Rental - Equipment Service/Maintenance Contracts Permits/Licenses	8,241 3,596 37,620 2,432	9,000 3,596 33,008 2,400	7,310 7,185 30,364 2,074	8,500 7,200 35,000 2,400

Roanoke-Chow: `ommunity College Budg .equest: NORTHAMPTON COUNTY

	FISCAL YE	FISCAL YEAR 2014 - 2015		
	Actual Expenditures 2012 - 2013	County Appropriations 2013 - 2014	Projected Expenditures 2013 - 2014	Budget Request 2014 - 2015
Grounds Lawns/Grounds	25,190			40,000
<b>Capital</b> Capital Outlay	4,494	100,000	100,000	250,000
Community Outreach			,	2,000
Institutional Work Study/Adult HS	1	,	1	52,800
TOTALS	993.374	992 839	1 034 645	1 348 934

Roanoke-Chow? Ommunity College Budg .equest: NORTHAMPTON COUNTY

County Appropriations 13-14		992,839	
Fund Balance Carryover 12-13			
TOTAL APPROPRIATIONS		992,839	
2013-2014 REQUEST	1,348,931		
,	2013 - 2014 APPROPRIATIONS	REQUESTED INCREASE	TOTAL REQUESTED APPROPRIATION
Hertford	978,839	370,092	1,348,931
Bertie	1	87,800	87,800
Northampton	12,000	54,800	008'99
Gates	2,000	3,000	5,000
TOTAL	992,839	515,692	1,508,531
NORTHAMPTON COUNTY INCREASE	54.800		

Roanoke-Chow: ommunity College Budger Request: 2014 - 2015

		CAPITA	CAPITAL OUTLAY				
		FIVE YE	FIVE YEAR PLAN				
	TOTAL	YE/	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
	PROJECT	2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018
LINE ITEMS	COST	REQUEST	ACTUAL	REQUEST	REOUEST	REOUEST	REOUEST
Sidewalk Repairs	\$ 75,000	\$ 15,000		\$ 25,000	\$ 15,000	\$ 15,000	\$ 20.000
Parking Lot & Exterior Lighting Upgrade	\$ 88,000	\$ 1,500		\$ 25,000		\$ 15,000	\$ 33,000
Light Fixtures Interior Upgrade	\$ 98,000	\$ 10,000		\$ 25,000	\$ 15,000	\$ 15,000	\$ 40,000
Restroom Repairs/Renovations	\$ 318,857	\$ 12,000		000'09 \$	\$ 40,000	\$ 40,000	\$ 61,230
Roofing Repairs (3 Buildings)	\$ 4,500	\$ 1,500		\$ 1,500	\$ 1,500	₩.	
Electronic Door Locking System	\$ 300,000			\$ 60,000	\$ 55,000	\$ 55,000	\$ 60,000
Window Replacement (JER/YOU)	\$ 48,270			\$ 15,000	\$ 10,000	\$ 10,000	\$ 13,270
Landscaping	\$ 30,000	\$ 15,000		\$ 10,000	\$ 5,000	\$ 5,000	\$ 10,000
Campus Signs/Directories (All Buildings)	\$ 15,000	\$ 5,000		\$ 3,500	\$ 3,500	\$ 3,500	\$ 4,500
Kwasiki Mule - Maintenance use	\$ 9,604	\$ 8,000	\$ 9,604				
Golfcart - Security use	\$ 8,000	\$ 2,500					\$ 8,000
Replacement of Chillers & Boilers (3 Buildings)	\$ 272,843	\$ 120,000	\$ 92,843		000'06 \$	\$ 90,000	
Maintenance Truck - Replacement	\$ 25,000	\$ 25,000		\$ 25,000			
Backhoe for Tractor		\$ 3,500					
Energy Management System		\$ 30,000					
TOTAL	\$1,293,074	\$ 249,000	\$ 102,447	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000

#### **Budget Amendments:**

Mrs. Dot Vick, Finance Officer, appeared before the Board to obtain approval of journal entry numbers 53-56.

Mrs. Vick pointed out on journal entry number 55, that she would have to take the fees from Contingency for an inmate's medical bills. Mr. Carter had a question about the County's insurance, and why it does not cover inmates. Mr. Carter also asked if the State would pay this expense.

Mrs. Vick stated that our insurance does not pay. This expense has to be budgeted through the jail's budget. It is a Northampton County expense. The State does not pay for this unless the County is holding a State prisoner.

Mr. Carter asked if Interim County Manager Kimberly Turner would research an insurance company or policy that would cover inmates' medical expenses.

A motion was made by Chester Deloatch and seconded by Virginia Spruill to adopt budget amendments 53-56. *Question Called:* All present voting yes. Motion carried.

<u>PLEASE SEE SCANNED JOURNAL ENTRIES WHICH ARE</u> <u>HEREBY MADE A PART OF THESE MINUTES:</u>

03/31/14	53

	OUNT IBER	DEBIT	Γ	TO AMEND BUDGET	CREDI'	Г
				11 General Fund		_
				Co-Operate Extension		
113990	499000			Revenue Fund Balance Appropriated	243	00
114950	529505	243	00	Disbursements:		
114750	327303	243	00	4-H Upper Coastal Plains Grant		
				Budget amended to bring forward funds		
				received in prior fiscal year and needed in		
				Current fiscal year.		
	0.00					
		243	00		243	00
REPARED	BY Mary	Bradley	P	OSTED BY Mary Bradley APPROVED BY		

02/03/14	54

ACC	DUNT					
	IBER	DEBIT	Γ	TO AMEND BUDGET	CREDI'	Γ
				11 General Fund		
				Block Grant		
				Revenue:		
113310	433100	23,781	00	Grant Revenue		
				Disbursements:		-
115196	512600			Salaries - Part time	298	0
	518100	535	00	Fica		
	518800	125	00	Medicare		
	569500			Congregate NutJ.W. Faison Sen. Ctr	2,723	0
	569501			Senior Center Operations	3,485	0
	569600	996	00	Lake Gaston Retirement		
3	569700			Transportation	9,731	0
FW - 200	569800	77	80	CADA	2,000	0
	569999			Aging	7,200	0
	to account with			Budget amended to adjust budget to actural		
				amounts approved 2-3-14.		
		25,437	00		25,437	0

PREPARED BY	Mary Bradley	POSTED BY Mary Bradley	APPROVED BY	
DATE	04/10/14	04/10/14	BOARD APPROVED	

ACC	L LEDGER OUNT IBER	DEBIT	Γ	TO AMEND BUDGET	CRED	ΙΤ
				11 General Fund		
119910	599100			Contingency	20,000	00
				Jail		
114320	519300	20,000	00	Professional Services-Medical Bills		
				Budget amended to cover medical cost for		
				fiscal year not submitted until current fiscal		
				year.		
			-			
					-	0
-		20,000	00		20.000	

	20,000	00			20,000	00
PREPARED BY Ma	ry Bradley	P	OSTED BY Mary Bradley	APPROVED BY	Annua de la companya	
DATE(	04/11/14		04/11/14	BOARD APPROVED		

GENERAL LEDGER  ACCOUNT  NUMBER  DEBIT  TO AMEND BUDGET	CREDI	r
11 General Fund		
119910 599100 Contingency	1,950	00
<u>Cultural Arts</u>		
116123 500600 1,950 00 July 4th celebration		
As approved by the Board April 7, 2014.		
713 approved by the Board April 7, 2014.		
		-
		18
		-
1,950 00	1,950	00
PREPARED BY Mary Bradley POSTED BY Mary Bradley APPROVED BY	7	

PREPARED BY	Mary Bradley	POSTED BY Mary Bradley	APPROVED BY	
DATE	04/14/14	04/14/14	BOARD APPROVED	

## **FY13 Financial Report:**

Ms. Cassie Wilson, Auditor of Martin Starnes and Associates, appeared before the Board to present the 2013 Audited Financial Statements.

Ms. Wilson discussed some of the financial highlights, including information on fund balance and current year revenues and expenditures.

<u>PLEASE SEE SCANNED PRESENTATION WHICH ARE</u> <u>HEREBY MADE A PART OF THESE MINUTES:</u>

## MARTIN·STARNES & ASSOCIATES, CPAs, P.A.

## **Northampton County**

2013 Audited Financial Statements

MARTIN-STARNES & ASSOCIATES, COAST. E.A.

# Audit Highlights

- Unmodified opinion
- □ Cooperative staff
- □ Implemented GASB 63 & 65

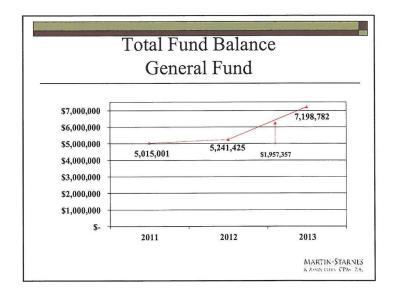
MARTIN-STARNE

## Fund Balance

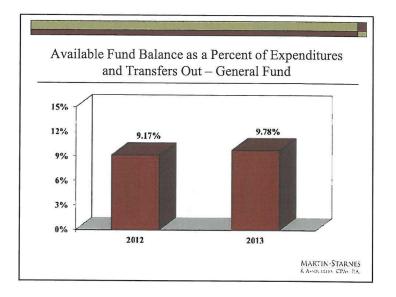
- Serves as a measure of the County's financial resources available
  - (Assets + Deferred outflows) (Liabilities + Deferred inflows) = Fund Balance/Net Position

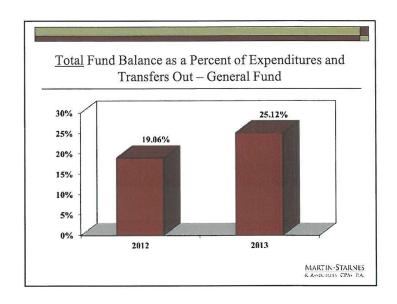
#### 5 Classifications:

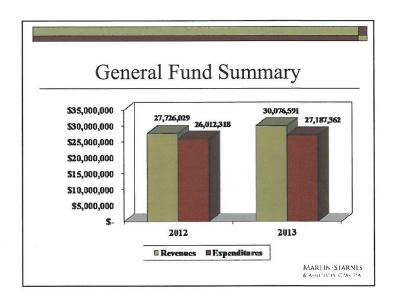
- Non spendable not in cash form
- Restricted external restrictions (laws, grantors)
- Committed internal constraints at the highest (Board) level do not expire, require Board action to undo
- Assigned internal constraints, lower level than committed
- Unassigned No external or internal constraints

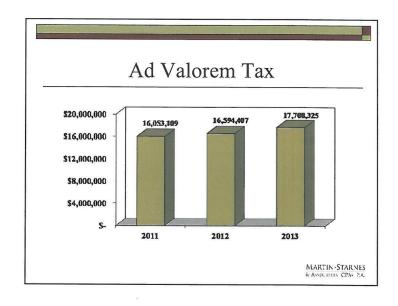


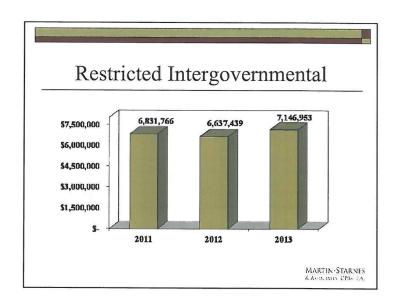
	ance Position	on
Total Fund Balance Less:	2012 \$ 5,241,425	<b>2013</b> \$ 7,198,782
Stabilization by State Statute Available Fund Balance	(2,718,801) \$ 2,522,624	(4,397,287) \$ 2,801,495
		MARTIN-STARNES

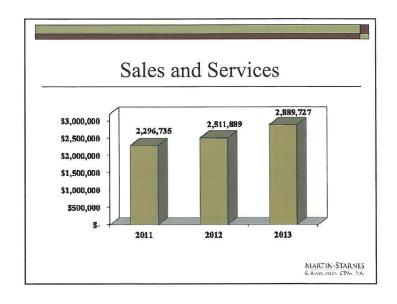


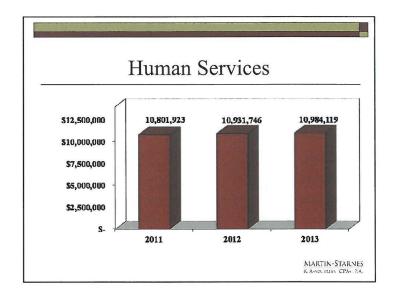


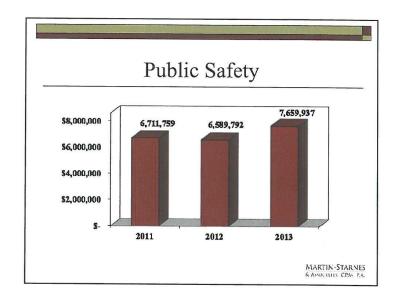


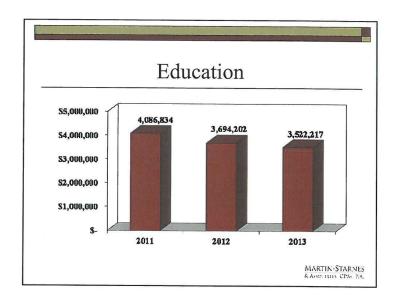












Water & Sewer	Fur	nd
Unrestricted Net Position	\$	634,966
Cash flow from Operations	\$	861,636
Debt Service 2012-2013	\$	891,911
Net Position at 6/30/13	\$ 1	1,062,901
		MARTIN-STARNE & ASSOCIATES CPAS. P.A.

Solid Waste Fund				
□ Unrestricted Net Position	\$ (502,143)			
☐ Cash flow from Operations	\$ (96,285)			
□ Debt Service 2012-2013	\$ 0			
□ Net Position at 6/30/13	\$ (502,143)			
	MARTIN-STARNES & ASSOCIATION CPACE SA.			

Enterprise Funds
Income (Loss) - Full Accrual

	Water & Sewer	Solid Waste
Operating Revenues	\$ 2,509,579	\$ 2,147,413
<b>Operating Expenses</b>	2,290,604	2,259,565
Operating Income (Loss)	218,975	(112,152)
Net non-operating	(420,250)	51
Change in Net Position	(201,275)	(112,101)
		MARTIN-STARNE & ASSURING CRASE

# Questions & Comments

MARTIN·STARNES & ASSOCIATES, CPAS, P.A.

> MARTIN-STARNES & Asso, may CPAs, 2A.

#### **Presentation of Award:**

Mr. Eddie Buffaloe, Jr., Chief of Police for Elizabeth City Police Department, came before the Board to present an award and letter of appreciation to Deputy Ikeisha Jacobs. Deputy Jacobs assisted in an undercover operation, which yielded the arrests of twenty-one people charged with various felonious drug offenses.

# Ad Valorem DMV Refunds Approval, Appeal of Removal of Present Use Valuation, and Appeal of Rollback Tax Bills:

Mrs. Cathy Allen, Tax Administrator, appeared before the Board to obtain approval to release Ad Valorem taxes in the amount of \$1,120.28 on fifteen appeals.

A motion was made by Virginia Spruill and seconded by Fannie Greene to approve the request to release or refund Ad Valorem taxes submitted herewith for the amounts and reasons stated on the listing. *Question Called: All present voting yes.* Motion carried.

Mrs. Allen also asked the Board for their action concerning the removal of present use valuation on parcel 13-01115 owned by Katherine S. Robinson.

Ms. Katherine Robinson came before the Board to speak and presented documents to plead her case on the removal of present use valuation on this particular parcel.

A motion was made by Virginia Spruill to deny Katherine Robinson's appeal. <u>Question Called:</u> 3 yes (Commissioners Barrett, Spruill, and Carter), 2 no (Commissioners Greene and Deloatch). <u>Motion carried.</u>

Mrs. Allen also asked the Board for their action concerning roll back bills on parcels 09-00215, 09-01826 and 13-00225 owned by RGS Properties, Inc.

Mrs. Betty Doughtie, representative for RGS Properties, Inc., appeared before the Board and stated that she never received the letters about the audit, but did receive a second set of tax bills which prompted her attention to this matter.

A motion was made by Virginia Spruill to deny the appeal to release rollback bills on parcels 09-00215, 09-01826, and 13-00225. <u>Question Called:</u> 4 yes (Commissioners Barrett, Spruill, Carter and Greene), 1 no (Commissioner Deloatch). <u>Motion carried.</u>

Mrs. Allen also asked the Board for their action concerning roll back bills on parcel 06-02186 owned by New Tree Farm, LLC.

Mr. Uli Bennewitz, who manages the parcel on behalf of New Tree Farm, LLC, appeared before the Board. He stated that he sent the request to the owners who live in Italy and didn't receive a response. Mr. Bennewitz filled out the form and sent it for a signature. The owners sent it back after the appeal deadline. Mr. Bennewitz admitted that he missed the deadline to file the appeal.

A motion was made by Joseph Barrett and seconded by Virginia Spruill to deny the appeal to release rollback bills on parcel 06-02186. *Question Called: All present voting yes.* **Motion carried.** 

Mrs. Allen also asked the Board for their action concerning roll back bills on parcel 03-01947 owned by Margaret J. Odom.

A motion was made by Joseph Barrett and seconded by Virginia Spruill to deny the appeal to release rollback bills on parcel 03-01947 *Question Called: All present voting yes.* **Motion carried.** 

Mrs. Allen also asked the Board for their action concerning roll back bills on parcel 06-01715 owned by R.A. Jr. and Jane E. Newsome.

Mr. Buddy Jones, the Newsomes' lawyer was present, and stated that they never received the original audit letter, but did receive the second notice which prompted their attention to this matter.

A motion was made by Virginia Spruill to deny the appeal to release rollback bills on parcel 06-01715. *Question Called:* All present voting yes. Motion carried.

# <u>Public Works Contract, Triple P Contract, Position Upgrades, and Public Health Month Proclamation:</u>

Mr. John White, Acting Health Director, appeared before the Board to seek approval for a rate increase in the recurring contract between Public Works and Northampton County Health Department for commercial drivers' medical physicals.

A motion was made by Joseph Barrett and seconded by Virginia Spruill to approve the rate increase from \$196.00 to \$200.00 in the recurring contract between Public Works and the Northampton County Health Department for commercial drivers' medical physicals to be effective on April 30, 2014. *Question Called: All present voting yes.* Motion carried.

Mr. White also asked the Board's approval for the revision of the Memorandum of Agreement with the Halifax County Health Department for the purpose of providing the Positive Parenting Program (Triple P) to parents and children.

A motion was made by Fannie Greene and seconded by Virginia Spruill to approve the revised Memorandum of Agreement with Halifax County Health Department for the purpose of providing the Triple P program services. *Question Called: All present voting yes.* <u>Motion carried.</u>

Mr. White also asked for the Board's approval to consider a salary increase for two employees whose job responsibilities have significantly increased.

Mr. White mentioned that the Health Department has given their approval, and the Finance Officer has concurred, but the Interim County Manager did not concur the decision.

Mr. Carter asked Ms. Turner the reason she non-concurred. According to Ms. Turner, there is a process to reclassify and upgrade salaries. This process was not open for any employee this year. Ms. Turner made the decision to non-concur because an upgrade that was not made available for all employees would not be fair.

A motion was made by Virginia Spruill and seconded by Joseph Barrett, that the Health Department follow the policy which reflects salary upgrades. *Question Called: All present voting yes.* **Motion carried.** 

Mr. White also asked the Board to approve the adoption of the Public Health Month 2014 Proclamation.

A motion was made by Joseph Barrett and seconded by Virginia Spruill to recommend the approval of the Public Health Month 2014 Proclamation. *Question Called:* All present voting yes. Motion carried.

<u>PLEASE SEE SCANNED DOCUMENTS WHICH ARE</u> <u>HEREBY MADE A PART OF THESE MINUTES:</u>



#### NORTHAMPTON COUNTY HEALTH DEPARTMENT

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





TO: Northampton County Board of Commissioners

**FROM:** Northampton County Health Department

**DATE:** April 21, 2014

**RE:** Update Recurring Contract Between Public Works and

Northampton County Health Department

#### **PURPOSE:**

The purpose of this decision paper is to seek the approval of the County Commissioners for a rate increase in the recurring contract between Public Works and Northampton County Health Department for commercial driver's medical physicals.

#### **FACTS:**

- Northampton County Health Department contracts with Public Works to provide commercial drivers medical physicals for prospective employees of the Public Works Department.
- 2. The CDL (Commercial Driver's License) physicals include a detailed vision check, hearing check, urine dip, musculo-skeletal screening, tuberculosis skin test, and urine drug screening.
- 3. The current contract with Public Works has been re-negotiated to reflect a rate increase from \$196.00 to \$200.00.
- 4. The rate is based on the cost of the Department of Correction physical rate, drug screening rate, and lab handling fee.
- 5. The last rate increase passed on to Public Works was in 2013. Proposed rate increase was discussed with the Public Works Director.
- 6. The contract was sent to Kimberly Turner, Interim County Manager, for the contract process on 03/31/2014.
- 7. The renewal contract with the proposed rate change was approved by the Board of Health on April 10, 2014.
- 8. The effective date of contract, upon approval, will be April 30, 2014. Effective date of proposed rate will be July 1, 2014.

PHONE: (252) 534-5841

PHONE: (252) 534-1291 (Home Health)

FAX (252) 534-1207 Adm.

MAIN FAX: (252) 534-1045

#### DISCUSSION:

Northampton County Health Department contracts with the Public Works Department to provide commercial drivers medical physicals for Public Works prospective employees. The current contract rate of \$196.00, established in 2013, includes a physical, drug screening and lab handling fees. The renegotiated rate, upon approval, will increase to \$200.00 and will be effective July 1, 2014 for budgetary purposes. The contract was sent to Kimberly turner, Interim County manager, for the contract process on March 31, 2014. The renewal contract with the proposed rate increase was presented to and approved by the Board of Health on April 10, 2014. The proposed rate has also been discussed with the Public Works Director.

#### **RECOMMENDATION:**

Respectfully submitted,

Recommend that the Board of Commissioners approve the rate increase from \$196.00 to \$200.00 in the recurring contract between Public Works and Northampton County Health Department for commercial driver's medical physicals to be effective April 30, 2014 with the proposed rate becoming effective July 1, 2014.

John L. White Acting Health Director
CO-ORDINATION
County Manager:  Concur: Limberly L. Development:  Concur with Comment:  Non-concur:
Finance Director:  Concur: Dot Vish il 14-14  Concur with Comment:  Non-concur:
Public Works Director
Concur: Concur with Comment Non-concur:

#### NORTH CAROLINA

#### NORTHAMPTON COUNTY

This AGREEMENT, made and entered into this the <u>30th</u> day of <u>April</u>, <u>2014</u>, by and between the Northampton County Health Department, (hereafter called Contractor), and Northampton County Public Works Department(hereafter called Department).

#### PHYSICALS:

The contractor agrees to provide Commercial Drivers Medical Physicals to the Department at a rate of \$200.00 each.

#### RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall:

- A) Provide a Medical Practitioner licensed in the State of North Carolina as a Medical Doctor (MD), Physician's Assistant (PA) or a Family Nurse Practitioner (FNP).
- B) Maintain an office suitable to provide medical examinations and evaluations.
- C) Be provided a North Carolina Department of Federal Motor Carrier Medical Examination Report for Commercial Driver Fitness Determination by the examinee to aid in the evaluation (See Attachment A)
- D) Physician shall examine the prospective employee and fully complete the Medical Examination Report (Attachment A).
- E) Be provided the essential job functions for the various employees and be familiar with the functions to aid in the evaluation.
- F) Be provided a copy of the Medical Examiner's Instructions as published by the Federal Motor Carrier Safety Regulations.
- G) Seal the completed Medical Examination Report (CDL-29) in an envelope and return to the Prospective Employee for return to the Employer.
- H) Provide a Urine Drug Screen on the employee.
- I) Provide itemized billing according for services performed. All invoices must clearly contain the NAME of the person examined, DATE OF SERVICE.
- J) Provide timely appointments (within 7 business days) of a call by the employee or employer.
- K) Secure and maintain the employee's medical record with information provided and a copy of the examination report.
- L) Provide a medical examiner's certificate (Attachment B) to employee.
- M) Ensure that all services provided will be consistent with community standards of practice and performed in accordance with customary rules of ethics and conduct of the applicable state and professional licensure boards and agencies.
- N) Unless otherwise agreed upon, the Provider certifies that he/she now has, and will continue to maintain medical malpractice insurance coverage covering the provider engaged in any work under the contract.

#### RESPONSIBILITIES OF THE DEPARTMENT:

The Department Shall:

- A) Pay the contractor as set forth in this agreement upon receipt of delivery of service and acceptance of an itemized invoice.
- B) Provide each prospective employee with a Medical Examination Report Form F2 (Attachment A), Medical Examiner's Certificate (Attachment B) and a Patient Information Form (Attachment C) completed prior to appointment.

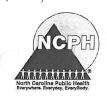
This agreement may be terminated by either party in writing 30 days prior to termination and will be renewed each year with/without changes.

HIPAA Compliance.

In addition to and without limitation of the foregoing, if and to the extent, and for as long as required by the provisions of 45 CFR Part 160 and Part 164 enacted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) effective April 14, 2003, and as amended for time to time, each health plan, health care clearinghouse and/or health care provider shall appropriately safeguard, in accordance with the HIPAA regulations, all Protected Health Information made available to it by, or obtained by it from another party.

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

	John L. White Acting Health Director	Date
	William R. Futrell, Jr., Chair Northampton County Board of Health	Date
	Jason Morris Public Works Director	Date
Kimberly Turner Date Interim County Manager		
Robert V. Carter, Chair Date Northampton County Commissioners	_	



### 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

DATE:

April 21, 2014

RE:

Halifax Triple P MOA-Revised

#### PURPOSE:

The purpose of this decision paper is to seek the approval of the County Commissioners to allow the revision of the Memorandum of Agreement with Halifax County Health Department for the purpose of providing the Positive Parenting Program (Triple P) to parents and children.

#### **FACTS:**

- The County Commissioners were presented with a decision paper on December 2, 2013 requesting Halifax County Health Department and Northampton County Health Department enter into a Memorandum of Agreement (MOA) for the purpose of providing the Positive Parenting Program (Triple P) to parents and children.
- 2. This program creates family environments that encourage children to realize their potential.
- The revised MOA is more detailed in the agreement between the two counties.
- 4. The revised MOA was presented to and approved by the Board of Health at the April 10, 2014 meeting.
- 5. The revised agreement was sent to Kimberly Turner, Assistant County Manager, to begin the contract process.
- 6. All terms and conditions of this Agreement are dependent upon and subject to the allocation of funds for the purpose set forth and shall automatically terminate if funds cease to be available.

#### **DISCUSSION:**

On December 2, 2013, Northampton County Health Department presented a decision paper to the County Commissioners requesting the approval to enter into a MOA between Halifax County Health Department and this agency for the purpose of

PHONE: (252) 534-5841

PHONE: (252) 534-1291 (Home Health)

FAX (252) 534-1207 Adm.

MAIN FAX: (252) 534-1045

providing the Positive Parenting Program (Triple P) to parents and children. The agency has since received a revised agreement which includes more detail as to the expectations of both counties. The revised MOA was presented to and approved by the Board of Health at the April 10, 2014 meeting.

The revised Memorandum of Agreement still serves as a partnership between Halifax County Health Department and Northampton County Health Department for the purpose of providing the Positive Parenting Program (Triple P) to parents and children in order to create family environments that encourage children to realize their potential. Northampton County Health Department will be reimbursed for training costs as well as the cost of the provider kit and one year of parent resources for initial implementation of Triple P. Once approved, this MOA shall be in effect from October 1, 2013 through May 31, 2014. The revised MOA was presented to and approved by the Board of Health at the April 10, 2014 meeting. All terms and conditions of this Agreement are dependent upon and subject to the allocation of funds for the purpose set forth and shall automatically terminate if funds cease to be available.

#### **RECOMMENDATIONS:**

Respectfully submitted

Recommend that the Northampton County Board of Commissioners the revised Memorandum of Agreement with Halifax County Health Department for the purpose of providing Triple P Program services.

John L. White
Acting Health Director

COORDINATION:

County Manager:

Concur Limberley L. Der
Concur with Comment
Non-concur

Finance Director:

Concur Dof Viels 4-14-17

Concur with Comment
Non-concur

			OUGU	ral MOF	-
	A g u		- //	RACT/VENDOR	
NORTHAMPTON COUNTY CONTRACT CONTROL SHEET			Halifax Cou	nty Health Departme	ent
		Address	P.O. Box 10, I	Halifax, NC 27839	
		Contact	Elizabeth S.	Buffaloe, Adm. Asst.	
VENDOR #N/A		2	Originals	0	Copies
CONTRACT#		Amount \$		18,933.00	
Original Contract sent to Contract	Administrator	Date:	11/21/2013		
Originating Department/Individual: John L.	White, Acting H.I	D. Item or Servi	ce:	reimbursement for I	ID services
	epartment	Type of Cont	ract:	MOA	
	be determined	Period of Cov	verage:	10/01/2013 - 05/	31/2014
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Board approval for Acceptance	Approve		Set	Verified	
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Approved as to Form:		Approved as t	o Legal Suffici	ency: Ul	
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#### Memorandum of Agreement

Between
Halifax County Health Department
And
Northampton County Health Department

#### PARTIES TO THE AGREEMENT:

This Memorandum of Agreement (MOA) is made and entered into this 15<sup>th</sup> day of November, 2013 between the Halifax County Health Department, hereinafter referred to as "HCHD" and Northampton County Health Department, hereinafter referred to as the "NCHD."

This MOA between the parties listed above is to establish a partnership between HCHD and NCHD for the purpose of providing the Positive Parenting Program (Triple P) to parents and children to create family environments that encourage children to realize their potential.

I. In consideration of the mutual promises, agreements, and undertakings set forth, it is hereby agreed as follows:

#### HCHD shall:

- 1. Administer the Triple P Program, provide program supervision, and serve to monitor the quality of clinical and supportive services that are a part of the model.
- 2. Employ, and cover all costs of, the Triple P Coordinator that will serve the Tri County area of Northampton, Hertford and Halifax Counties.
- 3. Provide office space at no cost for the Coordinator and space to store the needed supplies and equipment for Triple P.
- 4. Establish a Sr. Community Advisory Board/Committee (CAB) to support the sustainability of Triple P in the Tri County area.
- Reimburse NCHD for approved Triple P expenses as invoiced, not to exceed \$18,933 for the term of the agreement.

#### NCHD shall:

- 1. Identify a supervisor to serve as the liaison for the Triple P Coordinator who works in the Northampton, Hertford and Halifax County Area. This supervisor is to assure that the Halifax County Coordinator is fully integrated into NCHD and assist in making linkages with other agencies.
- 2. Establish a Jr. CAB for Northampton County to collaborate with the Sr. CAB in Halifax County. The purpose of the Jr. CAB is to identify key stakeholders to establish partnerships.
- Invoice HCHD by the 5<sup>th</sup> of each month for any approved Triple P Program expenses.

martialis

Both parties shall:

Work together to meet all the elements of model fidelity expected by the National Office of the Positive Parenting Program (Triple P) to produce the outcomes expected.

II. Amendments:

This MOA is subject to review and modification upon request of either party at any time in order to promote improvement in the delivery of services to the participants and staff.

III. Term:

The term of this MOA shall be October 1, 2013 through May 31, 2014. This agreement will automatically renew each year of the Triple P award as provided by the Division of Public Health. This agreement may be terminated, with or without cause, at any time and by either party after giving thirty days written notice.

IV. Agreement:

By signing the document this will constitute agreement to the above terms and conditions.

This instrument has been pre-audited in the manner as

Per NC.G.S. 159-28 (a) Parolly Vish 12-5-13
Finance Officer

`					
NORTHAMPTON COUNTY				FRACT/VENDOR ounty Health Departm	
CONTRACT		Address		Halifax, NC 27839	lent
CONTROL SHEET		Contact		S. Buffaloe, Adm. Ass	
VENDOR #N/A		2	Originals		Copies
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Department Involved: Health Department		Type of Contr		MOA	1
Line Item Budgeted: Revenue line to be determine	ned ]	Period of Cov	/erage:	10/01/2013 - 0	5/31/2014
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FINANCE Date Received:			Date Audite	d	
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BOARD OF COMMISSIONERS C	LERK	TO THE I	BOARD	**************************************	
Date approved by Board	J	Date Received		Date Attested:	
CONTRACT ADMINISTRATOR					
Attorney Finance As		gr	Cty Mgr	Clerk	
Outside Agency Signatures: Date Sent :	D	ate received:		Value and the	
Copies Delivered to Appropriate Departments:	0	RIGINATING		FINANCE	
Original to Outside Agency: (Departments to deliv	ver)	Date:			
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NOTES:					
Original MOA approved on 1	12/02/2	013word	ling has b	een changed.	
Present to BOH April 10, 2014			1000	Size	
copies sent to originating department with instruction t	to obtain	signatures and	d return 1 ex	ecuted original to Lega	ıl
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PROBLEMS:					
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# MEMORANDUM OF AGREEMENT (MOA) Between Halifax County Health Department And

#### Northampton County Health Department

This Memorandum of Agreement (MOA) is entered by and between the Halifax County Health Department and Northampton County Health Department for the purpose of implementing Triple P (Positive Parenting Program) within Northampton County. This MOA is subject to the provisions of all applicable Federal and State laws, regulations, policies and standards. The administrator for the Halifax County Health Department will be Dr. Cardra Burns, Health Director, 19 N. Dobbs Street, Halifax, NC 27839, or designee. The administrator for Northampton County Health Department will be Judi Northcott, RN, Clinical Nurse Supervisor 9495 NC 305 Hwy, Jackson, NC 27845, 252-534-5841 (ext) 630. This MOA may be terminated by either party upon at least 30 days' written notice or immediately upon notice for cause. This MOA may be amended, if mutually agreed upon, to change scope and terms of the MOA. Such changes shall be incorporated as a written amendment to this MOA.

#### Halifax County Health Department agrees to:

- Serve as the Triple P administrator for Halifax, Hertford, and Northampton Counties.
- Maintain a high-level, full-time employee to serve as the Triple P coordinator.
- Maintain communication with your agency through telephone calls, email, mailings, and site visits regarding Triple P activities and positive parenting-related opportunities available to your agency and other organizations throughout Halifax, Hertford, and Northampton Counties.
- Serve as a resource to inform your agency of other relevant contacts and Triple P opportunities.
- Provide guidance in Triple P intervention selection based on best fit for your agency.
- Cover the Triple P training costs for the selected providers from your agency.
- Cover the cost of the provider kit and one year of parent resources to selected providers for initial implementation of Triple P.
- Provide continual support throughout implementation phase, with the assistance from Triple P America.
- Work towards creating system level changes where we transform how we work with parents.
- Provide Level 1, Stay Positive Campaign and website to de-stigmatize and normalize the process of seeking help for parents.
- Coordinate access to provider website and on-line access to tools and evaluation reporting system.

#### The Northampton County Health Department agrees to:

- Support the Halifax County Health Department as the administrator for Triple P within Halifax, Northampton and Hertford counties, and serve as a partner in determining the direction of Triple P initiatives.
  - Maintain communication with the Triple P Coordinator on Triple P-related activities.
  - Support your selected providers by allowing them to attend all training and accreditation process dates for which they were selected, prepare and study for accreditation, and complete the accreditation quiz.
- Provide support for your accredited providers to successfully implement Triple P by allowing them to integrate it into their current scope of work, permitting them to participate in peer support activities, coordinate parent sessions, collect and report evaluation data, and participate in additional Triple P-related activities as necessary.
- Assist accredited providers with reaching identified agency objectives & performance indicators by supporting the provider's recruitment, retention, implementation, and evaluation activities (i.e. providers are expected to begin using Triple P with families within one month of training and work toward their goal of families reached).
- Promote the Triple P Program within your agency and to potential clients, and serve as a referral source to Triple P providers.
- Identify local needs where Triple P may partner to provide parent consultations, provider trainings, assistance, and resources.
- Provide meeting space when possible for Triple P meetings and parent sessions.
- Commit agency representative/provider's supervisor to attend management briefing meeting with Halifax County Health Department/Triple P America.
- Notify Halifax County Health Department within 30 days if provider's employment is terminated with your agency.

All terms and conditions of this Agreement are dependent upon and subject to the allocation of funds for the purpose set forth in this Agreement, and this Agreement shall automatically terminate if funds cease to be available.

BY:	
TITLE: Acting Health Director	
DATE:	
Halifax County Health Departmen	t
Director or Designee	
DATE:	

Northampton County Health Department



#### 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

DATE:

April 21, 2014

RE:

Public Health Month 2014 Proclamation

#### **PURPOSE:**

The purpose of this decision paper is to request the Board of Commissioners' adoption of the Public Health Month 2014 Proclamation.

#### FACTS:

- 1. On an annual basis the Northampton County Health Department designates April as Public Health Month.
- 2. A proclamation is declared by the County Commissioners and the Board of Health of Northampton County.
- 3. Since 1995, the American Public Health Association has educated the public, policy-makers, and public health professionals regarding important issues that need to be addressed in order to improve the public's health.
- 4. The proclamation offers statistics regarding deaths in the United States that are attributed to injuries as well as the financial costs associated with injuries.
- 5. Citizens are urged by the proclamation to observe April as Public Health Month by helping families, friends, neighbors, co-workers and leaders better understand the importance of public health.
- The Board of Health accepted the proclamation at the April 10, 2014 meeting.

#### **DISCUSSION:**

April is designated by the North Carolina State Health Director as Public Health Month each year. A template is provided by the Office of the Governor of the State of North Carolina for presentation and approval of

PHONE: (252) 534-5841

PHONE: (252) 534-1291 (Home Health)

FAX (252) 534-1207 Adm.

MAIN FAX: (252) 534-1045

the County Commissioners and the Board of Health of Northampton County. Since 1995, the American Public Health Association has educated the public, policy-makers, and public health professionals regarding important issues that need to be addressed in order to improve the public's health. Citizens are urged by the proclamation to observe April as Public Health Month by helping families, friends, neighbors, coworkers and leaders better understand the importance of public health.

#### **RECOMMENDATIONS:**

Recommend that the Northampton County Board of Commissioners approve the Public Health Month 2014 Proclamation.

John L. White Acting Health Director
COORDINATION:
County Manager:
Concur Jimberly L. Jer Concur with Comment
<u>Finance Director:</u>
Concur Det Vish 4-14-14 Concur with Comment
Non concur

#### Public Health Month

#### 2014

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

#### A Proclamation

WHEREAS, we hereby recognize and acknowledge public health's 134 years of service to the residents of North Carolina and the immeasurable contribution of these services to the quality of life in our State; and

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

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

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

WHEREAS, a continued focus on promoting public health programs that provide accessible, high quality medical care and that promote healthy lifestyles for women of childbearing age has resulted in a more than 16 percent decline in infant mortality; and

WHEREAS, a continued focus on prevention has resulted in a 36 percent decline in age-adjusted heart disease death rates since 2000, a 44 percent decline in age-adjusted stroke death rates since 2000, and a 42 percent decline in the teen pregnancy rate since 2000; and

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

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

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

NOW, THEREFORE, I, Robert V. Carter, Chair of Northampton County Commissioners, and I, Dr. William R. Futrell, Jr. Chair of Northampton County Board of Health, and do hereby proclaim April, 2014, as "PUBLIC HEALTH MONTH" in Northampton County and urge our citizens to recognize that public health is working to ensure that all people living in Northampton County are protected from threats such as influenza, food borne disease, injury and chronic diseases such as diabetes, heart disease and asthma.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of Northampton County\_in Jackson, North Carolina this \_\_\_\_ day of April in the year of our Lord two thousand and fourteen, and of the Independence of the United States of America the two hundred and thirty-eighth.

Mr. Robert V. Car	rter
Chair, Northampte	on County Commissioners

Dr. William R. Futrell, Jr. Chair, Northampton County Board of Health

# <u>Utility Relocation Agreement for Maggett Lane, Water/Sewer Tap Fees and Equipment Rates, and Solid Waste – Disposal Fees at Landfill:</u>

Mr. Jason Morris, Director of Public Works, appeared before the Board to obtain approval for a Utility Relocation Agreement with NCDOT to relocate an existing water main for the NC State Highway Project 1C.066048.

Mr. Morris would like to award the contract to the second bidder listed, Herring & Rivenbark, Inc. to complete this project, because the top bidder is unable to obtain materials to perform the work in a timely manner.

A motion was made by Virginia Spruill and seconded by Joseph Barrett to approve the public works request to award the contract to Herring and Rivenbark, Inc. in the amount of \$17,250.00, and to recommend that the Board approve the Utility Relocation Agreement for NC State Highway Project 1C.006048. *Question Called: All present voting yes.* Motion carried.

Mr. Morris also asked to obtain approval of the Board for an increase in fees to be attached to current Rules and Regulations for the Northampton County Public Works Department.

A motion was made by Fannie Greene and seconded by Virginia Spruill to approve the Public Works Department increase in the fees as shown on the attachment and incorporated in the Public Work Department's rules and regulations effective May 1, 2014. *Question Called: All present voting yes.* Motion carried.

Mr. Morris also asked to obtain approval of the Board for disposal and other associated fees within the Solid Waste Division.

The Solid Waste Tipping Fee (effective May 1, 2014) will increase from \$57.00 per ton to \$68.00 per ton.

A motion was made by Joseph Barrett and seconded by Virginia Spruill to support Mr. Morris' recommendation. *Question Called: All present voting yes.* Motion carried.

<u>PLEASE SEE SCANNED DOCUMENTS WHICH ARE</u> <u>HEREBY MADE A PART OF THESE MINUTES:</u>

#### **Decision Paper**

To: Northampton County Board of Commissioners

From: Jason S. Morris, Director Public Works

Date: April 21, 2014

Reference: SR 1136 (Maggett Lane) Utility Relocation Agreement

<u>Purpose:</u> The purpose of this decision paper is to obtain approval of the Board of Commissioners for a Utility Relocation Agreement with NCDOT to relocate existing water main for the NC State Highway Project 1C.066048.

#### Facts:

- NCDOT has a project to replace an existing 42" CMP with 81"x59" CMAAP 48' with 10' headwalls and wings. The existing 6" water main is located on top of the existing 42" CMP and will need to be relocated to give adequate space for NCDOT improvements.
- 2. 200' of the existing 6" water main will be replaced with 200' of 6" HDPE and tied into existing water main with 6" thrust collars by HDD (Horizontal Directional Drilling).
- 3. Northampton County Public Works received 3 proposals to perform needed replacement of 6" Water main. The 3 quotes received were as follows:

a. Ralph Hodge Construction Co. \$11,475.00b. Herring & Rivenbark, Inc. \$17,250.00

b. Herring & Rivenbark, Inc. \$17,250.00c. David C. Rightmyer Gen. Contractor \$19,000.00

Note: Ralph Hodge Construction Company was awarded this project previously on March 17, 2014 and is currently unable to obtain materials and perform work within a reasonable time frame. (See Attached Email) By virtue of the above mentioned circumstances Ralph Hodge Construction Company is rescinding it's proposal to perform work as specified.

<u>Discussion</u>: The costs associated with this relocation of Northampton County Water lines will be reimbursed to the county from NCDOT in accordance with utility relocation agreement. The prior utility relocation agreement approved on March 17, 2014 will be voided.

Recommendation: It is the recommendation of the Public Works Department that the Board of Commissioners award contract to Herring & Rivenbark, Inc. in the amount of \$17,250.00. It is also recommended the Board of Commissioners approve the Utility Relocation Agreement for NC State Highway project no. 1C.066048.

/Jason S. Morris Public Works Director
Coordination:
Finance Officer
Concur Out Virls 4-15-14
Non-concur
Concur with comment
County Manager
Concur Kimbuly & Den 4/14/14
Non-concur
Concur with comment
Action by Decision Makers
Approve
Disapprove
Other

Respectfully submitted,

#### **Jason Morris**

From:

Tommy Rightmyer <tommy@ralphhodge.com>

Sent:

Monday, April 14, 2014 11:48 AM

To: Subject: jason.morris@nhcnc.net Magette Lane HDD

#### Jason,

Our supplier is unable to obtain the HDPE required for this project within the time frame required. Therefore we can not perform this project in the time frame required. We apologize for this. Thank you. Sent from my iPhone

### Herring & Rivenbark, Inc.

Public Utilities Contractor 415 Central Avenue P.O. Box 3425 Kinston, NC 28501 Telephone (252) 527-2549 Fax (252) 527-0881

February 12, 2014

### **Proposal**

For installing a 6" HDPE waterline and tying into an existing 6" P.V.C. waterline located on Maggett Lane, in Rich Square, N.C., due to N.C.D.O.T. replacing culvert under said road.

 200' 6" HDPE @ \$65.00 L.F.
 \$13,000.0

 6" Thrust Collar Assembly (HDPE Transition) 2 @ \$1,500.00 Ea.
 \$3000.0

 Install new service line to existing meter. (approximately 150') L.S.
 \$750.0

 Cleanup and Seeding L.S.
 \$500.0

**Total Price** 

\$17,250.0

OTILITY RELOCATION AGREEMENT
NORTH CAROLINA STATE HIGHWAY PROJECT NO 1C.066048
<b>WBS ELEMENT:</b> 1C.066048
COUNTY Northampton
This agreement made this day of, 20 14_, by and between the
Department of Transportation, an agency of the State of North Carolina, hereinafter
referred to as the DEPARTMENT, and Northampton County hereinafter referred to as
the COMPANY:
WITNESSETH:
THAT WHEREAS, the DEPARTMENT will submit a project for construction as follows:
Replacement of 42" CMP with 81"x59" CMAAP 48' with 10' headwalls and wings
known as route SR1136 in Northampton County, North Carolina to be designated as
N.C. State Highway Project and/or WBS Element <u>1C.066048</u> and,
WHEREAS, the construction of said project requires certain adjustments to be
made to the existing facilities of the COMPANY;
NOW, THEREFORE, in order to facilitate the orderly and expeditious relocation of
the said facilities of COMPANY, the DEPARTMENT and the COMPANY have agreed as
follows:

<ol> <li>That the scope, description, and location of work to be undertaken by</li> </ol>				
the COMPANY are as follows:	Trenchless installation of 200 LF of 6" HDPE			
and tie in with thrust collar. Reconnection of one (1) service.				

- 2. That any work performed under this agreement shall comply with DEPARTMENT's "POLICIES AND PROCEDURES FOR ACCOMMODATING UTILITIES ON HIGHWAY RIGHTS OF WAY" dated January 1, 1975, and such amendments thereto as may be in effect at the date of this agreement. The work to be performed by the COMPANY shall conform with Federal Highway Administration's Federal-Aid Policy Guide, Subchapter G, Part 645, Subpart A hereinafter referred to as FAPG dated December 9, 1991, and such amendments thereto as may be in effect at the date of this agreement. The provisions of said FAPG and amendments thereto are incorporated in this agreement by reference as fully as if herein set out. Any work performed under this agreement not in compliance with FAPG shall constitute unauthorized work and the DEPARTMENT shall be relieved of participating in the costs of such unauthorized work unless such work is done pursuant to a supplemental agreement attached to and made a part hereof.
- 3. That the COMPANY will prepare an estimate, broken down as to estimated cost of labor, construction overhead, materials and supplies, handling charges, transportation and equipment, rights of way, preliminary engineering and construction engineering, including an itemization of appropriate credits for salvage, betterments and accrued depreciation, all in sufficient detail to provide the DEPARTMENT a reasonable basis for analysis. Unit costs, such as broad gauge units of property, may be used for estimating purposes where the COMPANY uses such units in its own operations. The COMPANY will also prepare plans, sketches or drawings showing their existing facilities, temporary and permanent changes to be made with reference to the DEPARTMENT's new right of way using appropriate nomenclature, symbols, legend, notes, color coding or the like. The aforementioned estimate and plans are attached hereto and made a part hereof. The DEPARTMENT will not reimburse the COMPANY for any utility relocations or changes not necessitated by the construction of the highway project, nor for changes made solely for the benefit or convenience of the COMPANY, its contractor, or a highway contractor.
- 4. That the DEPARTMENT's authority, obligation, or liability to pay for relocations as set forth in this agreement is based on the COMPANY having a right of occupancy in its existing location by reason of holding the fee, an easement or other real property interest, the damaging or taking of which is compensable in eminent domain.
- 5. That payment for all work done hereunder shall be made in accordance with the requirements of FAPG unless payment is being made pursuant to a supplemental agreement attached to and made a part of this agreement.
- 6. That the construction work provided for in this agreement will be performed by the method or methods as specified below:

		BY COMPANY'S REGULAR FORCE: The COMPANY
		proposes to use its regular construction or maintenance crews and personnel at its standard schedule of wages and working hours in accordance with the terms of its agreement with such employees.
		BY EXISTING WRITTEN CONTINUING CONTRACT: The
		COMPANY proposes to use an existing written continuing contract under which certain work as shown by the COMPANY's estimate is regularly performed for the COMPANY and under which the lowest available costs are developed.
_	Х	BY CONTRACT: The COMPANY does not have adequate staff or equipment to perform the necessary work with its own forces. The COMPANY proposes to award a contract to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed as set forth in an appropriate solicitation for bids.
7. a. Co about March 24	onstru , 2014	action of this State Highway Project is scheduled to begin on or
b. Ba	ased cate a	on the best information available at the present time to the applicable paragraph below:
-	X	Materials are available and it is expected that work will be complete prior to highway construction.
-		All work will take place during highway construction and arrangements for said work will be coordinated with highway construction operations at preconstruction conference.
-		Work will begin promptly upon notification by the DEPARTMENT; however, it is not expected to be complete prior to highway construction. Any remaining work will be coordinated with highway construction operations at preconstruction conference.
_		Other (Specify):
	-	
	-	

8. That the method used by the COMPANY in developing the relocation costs shall be as indicated by Paragraph (a), (b), or (c) as follows:				
ac	actual direct and related indirect costs accumulated in ccordance with a work order accounting procedure rescribed by the applicable Federal or State regulatory body.			
ac de	ctual direct and related indirect costs accumulated in ccordance with an established accounting procedure eveloped by the COMPANY and approved by the EPARTMENT.			
D ui si ch ite	on a lump-sum basis where the estimated cost to the DEPARTMENT does not exceed \$17,250.00. Except where nit costs are used and approved, the estimate shall show uch details as man-hours by class and rate; equipment harges by type, size, and rate; materials and supplies by ems and price; and payroll additives and other overhead actors.			
9. Indicate if (a)	, (b), or (c) is applicable:			
Ca	hat the replacement facility is not of greater functional apacity or capability than the one it replaces, and includes no COMPANY betterments.			
be	hat the replacement facility involves COMPANY etterments, or is of greater functional capacity or capability nan the one it replaces.			
C as su si	hat the replacement facility is other than a segment of the COMPANY's service, distribution, or transmission lines, such is a building, pumping station, filtration plant, power plant or substation, production or transfer of storage facilities and other imilar operating units of the COMPANY's physical plant or perating facilities.			
If (c) is applicable, set forth credit to the project for the accrued depreciation of the facility being replaced.				
10. That the total estimated cost of the work proposed herein, including all cost to the DEPARTMENT and COMPANY less any credit and COMPANY less any credit for salvage, is estimated to be seventeen thousand two hundred fifty dollarsdollars (\$17,250.00).				
The estimated non-betterment cost to the DEPARTMENT, including all cost less any credits for salvage, betterments, accrued depreciation and additional work done by the COMPANY will be seventeen thousand two hundred fifty dollarsdollars (\$17,250.00).				

The estimated cost to the COMPANY including betterments, accrued depreciation and any additional work done by the COMPANY will be zero and no/100 ------dollars (\$0.00).

(The above costs shall be supported by attached estimate and plans)

- 11. That in the event it is determined there are changes in the scope of work, extra work, or major changes from the statement of work covered by this agreement, reimbursement shall be limited to costs covered by a modification of this agreement or a written change or extra work order approved by the DEPARTMENT.
- 12. Periodic progress billings of incurred costs may be made by COMPANY to the DEPARTMENT not to exceed monthly intervals; however, total progress billing payments shall not exceed 95% of the approved non-betterment estimate. Progress billing forms may be obtained from the State Utility Agent. One final and detailed complete billing of all costs shall be made by COMPANY to the DEPARTMENT at the earliest practicable date after completion of work and in any event within 6 months after completion of work. The statement of final billing shall follow as closely as possible the order of the items in the estimate portion of this agreement.
- 13. That the DEPARTMENT shall have the right to inspect non-reusable materials of the COMPANY recovered on this project prior to disposal by sale or scrap.
- 14. That the DEPARTMENT shall have the right to inspect all books, records, accounts and other documents of the COMPANY pertaining to the work performed by it under this agreement at any time after work begins and for a period of 3 years from the date final payment has been received by the COMPANY.
- 15. That the COMPANY obligates itself to erect, service and maintain the facilities to be retained and installed over and along the highway within the DEPARTMENT right of way limits in accordance with the mandate of the Statute and such other laws, rules, and regulations as have been or may be validly enacted or adopted, now or hereafter.
- 16. That if, in the future, it becomes necessary due to highway construction or improvement to adjust or relocate utilities covered in this agreement being relocated at DEPARTMENT expense that are crossing or otherwise occupying highway right of way, the non-betterment cost of same will be that of the DEPARTMENT.
- 17. That if, at any time, the DEPARTMENT shall require the relocation of or changes in the location of the encroaching facilities covered in this agreement being relocated at COMPANY expense, the COMPANY binds itself, its successors and assigns, to promptly relocate or alter the facilities, in order to conform to the said requirements, without any cost to the DEPARTMENT.
- 18. That the COMPANY agrees to relinquish their rights in that portion of right of way vacated by their existing facilities now absorbed within DEPARTMENT right of way.

IN WITNESS WHEREOF, the parties hereby have affixed their names by their duly authorized officers the day and year first above written.

#### DEPARTMENT OF TRANSPORTATION

BY:	ASST. STATE UTILITY AGENT
ATTEST OR WITNESS	
(Title)	
	NORTHAMPTON COUNTY
BY:	
	CHAIRMAN
ATTEST OR WITNESS	
CLERK	

Form R/W 16.8 Rev. 07/02/07

#### **Decision Paper**

To: Northampton County Board of Commissioners

From: Jason S. Morris, Director Public Works

Date: April 21, 2014

Reference: Fee Increases - Amendment to Rules and Regulations

<u>Purpose:</u> The purpose of this decision paper is to obtain approval of the Board of Commissioners an increase in fees to be attached to current Rules and Regulations for the Northampton County Public Works Department.

#### Facts:

- 1. Current tap fees were previously approved in April 2005. Other fees were implemented at other various times.
- 2. Current and Proposed fee schedule (See Attachment)
- 3. Proposed fees are comparable to other surrounding counties.

<u>Discussion:</u> The proposed rate increases within the Water and Sewer Division are being driven by the cost of doing business within the department. The increase in rates for personnel are based on current salary rates plus benefits. Other service and equipment rates are based on costs associated with operating and maintaining the equipment or providing the necessary services. New tap on fees are based on a rise in cost to install necessary equipment for the proposed needed services.

Recommendation: It is the recommendation of the Public Works Department that the Board of Commissioners approve the increase in fees as shown on attachment and incorporate into the Northampton County Public Works Department Rules and Regulations.

Respectfully submitted,

Jason S. Morris

Public Works Director

Coordination:
Finance Officer
Concur Dot Viol 4-15-14
Non-concur_
Concur with comment
County Manager
Concur Limberly R. Jem 4/16/14
Non-concur
Concur with comment
Action by Decision Makers
Approve
Disapprove
Other

#### Northampton County Public Works Department Water and Sewer Division - Effective May 1, 2014 Personnel/Equipment Rates

Type of Service	Charges per Hour Proposed	Charges per Hour Current
Management Assistance (Public Works Director)	\$40.00	\$35.00
Technical Assistance (Tech III)	\$35.00	\$30.00
Certified Operator (Tech II)	\$30.00	\$25.00
Two Man Repair Crew	\$50.00	\$25.00
Backhoe and Operator	\$100.00	\$50.00
Sewer Jetting Machine (Includes 1 Tech)	\$75.00	\$50.00
Road Bore Only (Includes 2 Techs)	\$75.00	N/A
Dump Truck and Operator	\$85.00	N/A
10 kW Generator (Run Time Only)	\$20.00	N/A
30 kW Generator (Run Time Only)	\$25.00	N/A
60 kW Generator (Run Time Only)	\$30.00	N/A

Note: There will be a charge for fuel if generators are returned without a full fuel tank. The above fees are only intended for assistance to neighboring municipalities within the county and the county's school system.

Tap on Fees	Proposed Fees	Current Fees
3/4" Water Tap	\$800.00	\$500.00
1" Water Tap*	\$1,000.00	\$750.00
2" Water Tap*	\$3,000.00	\$1,500.00
>2" Water Tap	At Cost	At Cost

<sup>\*</sup>Cost of backflow preventer/hot box is additional

Water Taps will be made for the approved tap fee, provided it can be completed with the Water Department's manpower and equipment. If special equipment and/or manpower is required, the cost to the customer will be the actual contracted cost of the tap. (Materials Included)

Miscellaneus Fees	<b>Proposed Fees</b>	<b>Current Fees</b>
Asphalt Patch	\$1,000.00	N/A
Damaged Locks	\$50.00	N/A
Damaged Angle Stops	\$100.00	N/A

Note: The customer will be responsible for any other damaged equipment at the cost of materials for needed repairs plus twenty percent (20%)

Sewer Tap on Fees

**Proposed Fees** 

**Current Fees** 

Sewer Impact Fee (Fees assesed by Weldon) for Garysburg Sewer Customers Only

\$840.00 \$840.00

Any Capacity/Impact fees assesed to Northampton County for new taps will be invoiced to the respective customer.

Sewer Service Installation Policy - It is the present policy of the Northampton County Public Works, Water and Sewer Division not to make sewer taps. The present policy allows for a licensed plumber only to tap into the county's sewer system using a rubber saddle that seals the sewer main from leaks. From that point on, the building codes have precedence over materials and installation practice. The plumber must supply one (1) clean-out at the street right of way for county access for cleaning to the sewer main. Work shall be performed by the County's instruction and use only approved construction materials.

#### Inventory

When possible, repair parts will be supplied and furnished by the Public Works Department. Any and all parts used for repairs to another entity's water and/or wastewater system shall be reordered and invoiced to the respective entity for the replacement of the County's inventory.

#### **Decision Paper**

To: Northampton County Board of Commissioners

From: Jason S. Morris, Director Public Works

Date: April 21, 2014

Reference: Solid Waste Tipping Fee Rate Changes

<u>Purpose:</u> The purpose of this decision paper is to obtain approval of the Board of Commissioners for disposal and other associated fees within the Solid Waste Division.

#### Facts:

 The Solid Waste Tipping Fee is currently set at \$57.00 per ton for Construction/Demolition waste.

2. The surrounding counties tipping fees for construction/demolition waste are currently set as shown on attachment.

3. Following is a list of cost associated with the tipping fees for construction/demolition waste per ton:

Tipping fee from Waste Industries \$54.00 per ton

Box Rental \$ 0.24 per ton 6 mo. avg. Haul Rate \$18.88 per ton 6 mo. avg.

Total Disposal Cost \$73.12 per ton

4. The proposal is to increase the current solid waste tipping fee from \$57.00 per ton to \$68.00 per ton for construction/demolition waste and reduce or increase other associated fees as shown on attachment.

<u>Discussion:</u> The last Solid Waste Tipping Fee increase was in April 2009. This increase if approved will only cover our exact cost of disposal of waste without any excess Revenue. Other fees on schedule are based on cost of disposal to the county. With an new and approved contract for waste disposal services the public works department feels the proposed tipping fee of \$68.00 will be sufficient.

Recommendation: It is the recommendation of the Public Works Department that the Board of Commissioners approve the proposed fee schedule attached hereto effective May 1, 2014.

Jason S. Morris Public Works Director	
Coordination:	
Finance Officer	
Concur	
Non-concur	9
Concur with comment Oot field - I think we should get the actual cost of dispersal from the customer.	7
County Manager from the Customer,	
Concur Kindreile, L. Den	
Non-concur	
Concur with comment	
Action by Decision Makers	
Approve	
Disapprove	
Other	

Respectfully submitted,

Northampton County Public Works Department
Solid Waste Division

Disposal Fees

Туре	Current Fee	Proposed Fee	Unit	Hertford Coun	Hertford County Bertie County   Halifax	11001	County Warren County
Yard Waste	\$57.00	\$57.00	Ton	N/A	N/A	\$47.00	\$20.00
Yard Compost	N/A	\$0.00	Ton	N/A	N/A	N/A	N/A
Construction/Demolition	\$57.00	\$68.00	Ton	\$66.00	\$0.00	\$47.00	\$67.00
Metal	\$57.00	\$0.00	Ton	\$0.00	\$0.00	\$0.00	\$0.00
Shingles Unacceptable	\$57.00	\$68.00	Ton	\$66.00	\$0.00	N/A	N/A
Shingles Acceptable	\$30.00	\$0.00	Ton	\$50.00	\$0.00	N/A	N/A
White Goods	\$0.00	\$0.00	Ton	\$0.00	\$0.00	\$0.00	\$0.00
Scrap Tires	\$0.00	\$0.00	Each	\$0.00	\$0.00	\$0.00	\$0.00
Trailer Delivery Fee (Off Site)	\$100.00	\$0.00	Each	\$0.00	\$0.00	\$0.00	\$0.00
Used Motor Oil	\$0.00	00.08	Gallon	N/A	N/A	N/A	N/A
Lead Acid Batteries	\$0.00	\$0.00	Each	N/A	N/A	N/A	N/A
Pesticide Containers	\$0.00	\$0.00	Each	N/A	N/A	N/A	N/A
Used Cooking Oil	\$0.00	\$0.00	Gallon	N/A	N/A	N/A	N/A
Electronics, TV's Etc.	\$0.00	\$0.00	Ton	\$0.00	\$0.00	\$0.00	\$0.00
Electronics, TV's Etc. (on site pick-up)	\$5.00	\$6.00	Trip	N/A	N/A	N/A	N/A
White Goods (on site pick-up)	\$5.00	\$6.00	Trip	N/A	N/A	N/A	N/A
Brown Goods (on site pick-up)	\$5.00	\$6.00	Trip	N/A	N/A	N/A	N/A
Per item (Brown Goods)Disposal	\$1.00	\$2.00	Each	N/A	N/A	N/A	N/A

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# <u>Agreement for Consulting Services, Resolution for Lake Gaston Cleanup Day 2014, and Management Matters:</u>

Ms. Kimberly Turner, Interim County Manager, appeared before the Board to obtain approval for an agreement between Northampton County and Johnson Personnel Consulting, Inc. Ms. Turner recommends that the Board approve the agreement. Johnson Personnel Consulting, Inc. has worked with the county for many years and is very reputable in her opinion.

A motion was made by Virginia Spruill to approve the agreement with Johnson Personnel Consulting, Inc. for services as described; that the funding for these services be paid from the Human Resources Department, and with any excess utilized by the Department of Social Services and Health Department be paid from their departments' budgets. *Question Called: All present voting yes.* Motion carried.

Ms. Turner also asked the Board for approval to adopt a Resolution for Take Pride in Lake Gaston Clean-up Day 2014.

A motion was made by Joseph Barrett and seconded by Fannie Greene to adopt the Resolution for Take Pride in Lake Gaston Clean-up Day 2014. *Question Called: All present voting yes.* **Motion carried.** 

Ms. Turner also asked the Board for approval to adopt a Resolution for Mutual Assistance with Other Law Enforcement Agencies.

County Attorney Vaughan prepared this resolution as agreed to by the Board and Sheriff Jack Smith.

A motion was made by Fannie Greene and seconded by Chester Deloatch to adopt the Resolution for Mutual Assistance with Other Law Enforcement Agencies. *Question Called: All present voting yes.* Motion carried.

Ms. Turner also asked the Board to adopt a Proclamation for Mrs. Nellie Jackson, a citizen of Northampton County who will be turning 100 years old on May 3, 2014.

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

Ms. Turner requested that the Board hold a work session after the May 5<sup>th</sup> regular session to discuss the health insurance proposals.

There was a general consensus from the Board to hold the work session on May 5<sup>th</sup>.

<u>PLEASE SEE SCANNED DOCUMENTS WHICH ARE</u> HEREBY MADE A PART OF THESE MINUTES:

#### **DECISION PAPER**

TO: The Northampton County Board of Commissioners

FM: Kimberly L. Turner, Interim County Manager

DT: April 14, 2014

RF: Johnson Personnel Consulting, Inc. Agreement

#### PURPOSE:

The purpose of this decision paper is to obtain the approval by the Northampton County Board of Commissioners of an agreement between Northampton County and Johnson Personnel Consulting, Inc.

#### **FACTS:**

- Johnson Personnel Consulting, Inc. has years of experience in the personnel field and Northampton County currently utilizes the services of Johnson Personnel Consulting, Inc. on a contracted basis.
- Due to the limited staff in the Human Resources Department, Northampton County has the need for Johnson Personnel Consulting, Inc. to provide services such as the following:
  - Position Classification
  - Organizational Structures and Position Design
  - Policy Development and Interpretation
  - Employee/Employer Relation Issues
  - Disciplinary Actions
  - EEOC Responses
  - Salary Administration Issues
- 3. The contract provide for the above-mentioned services as well as other needed services on a monthly retainer fee of \$500 per month. For this monthly retainer fee, Johnson Personnel Consulting, Inc. shall make available up to eight hours per month. The Northampton County Manager and Human Resources Director shall be responsible for authorizing any additional services beyond the eight hours allowed in the monthly retainer fee.
- 4. If approved by the Board, all Northampton County departments shall be able to utilize the services of Johnson Personnel Consulting, Inc. through the Human Resources Department.
- 5. Funds to pay for this service are budgeted within the Human Resources Department budget.
- 6. The Northampton County Department of Social Services and the Northampton County Health Department utilizes the services of Johnson Personnel Consulting, Inc. as well and pay for services in excess of the allotted hours from their budgets.
- 7. This contract has been reviewed by the County Attorney.

#### DISCUSSION:

These services are needed by the County when addressing extensive personnel issues due to the limited staff within the Human Resources Department and Johnson Personnel Consulting, Inc. will serve as a resource for the county as a whole.

#### RECOMMENDATION:

I recommend that the Board of Commissioners approve the agreement with Johnson Personnel Consulting, Inc. for services as described, that the funding for these services to be paid from the Human Resources Department, and with any excess utilized by the Department of Social Services and Health Department to be paid from those departments' budgets.

Respectfully submitted,	
Kimberly L. Turner Interim County Manager	
Coordination:	
Finance Officer: Concur of Vico	4-15-14
Non-concur	
Concur with comments	
Action by the Commissioners:	Approved: Disapproved: Other:

#### AGREEMENT FOR THE PROVISION OF PROFESSIONAL CONSULTING SERVICES

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

#### PROVISIONS:

- The purpose of this agreement is to state the terms and conditions under which Johnson PCI will provide personnel consulting services to the County.
- Either party may terminate this agreement, for any reason, by giving 30 days notice, or by mutual consent at any time.
- Johnson PCI agrees to abide by all the provisions of North Carolina General Statues which provide protections for the privacy for personnel information.
- 4. Johnson PCI, as a professional organization offering its services to the public, will provide a variety of consulting services concerning matters including but not limited to: Recruitment and Selection Issues, Applicant and Employee Qualification Recommendations, Position Classification Recommendations, Organizational Structures and Position Design, Policy Development and Interpretation, Employee/Employer Relation Issues, Disciplinary Action, EEOC Responses, Salary Administration Issues, Regulation Compliance to include American Disabilities Act, Unlawful Workplace Harassment, Family Medical Leave Act, etc. and Training in specific areas.
- Johnson PCI will be mindful of and recognize that the final authority and responsibility for decision making in personnel matters rest, by North Carolina General Statutes and the Rules of the State Personnel Commission, with the Northampton County Board of Commissioners.
- 6. Johnson PCI's address is 2307 Patsy McLawhorn Road, Greenville, North Carolina 27834
- 7. Johnson PCI's employer identification number is <u>01-0690108</u>.
- 8. Any disagreement between the parties shall be resolved through negotiation.
- Johnson PCI, on request, shall make available to the County any accounting records including time records and records of services performed.
- 10. Method of payment: Johnson PCI shall provide a statement at the beginning of each month which will include a monthly retainer fee of \$500.00 for that month plus fees for any services provided during the previous month which were in excess of the monthly retainer fee for that month. For this monthly retainer fee, Johnson PCI shall make available up to eight hours monthly of consultative services which may include document review by facsimile machine or electronic mail, telephone consulting, visitation by a member of the county to the business address of Johnson PCI, and personal visitation to the County. While each month stands alone for the purpose of available consulting hours, the County may elect to submit payment in advance for retainer fees on a quarterly basis or other basis by mutual agreement. A minimum of four hours shall be charged for each personal visitation to the County. Fees for monthly services in excess of eight hours shall be at the rate of \$60.00 per hour, with a four-hour minimum charge for personal visitations. Consulting services provided by Johnson PCI from its office shall be billed, at a minimum, in 15 minute increments with, for example, a 20-minute telephone or document review consultation being considered 30 minutes of billable time.

- 11. Johnson PCI shall be responsible for all cost associated with the provision of consulting services to include secretarial services, copying services, telephone service it initiates, supplies it uses and cost associated with the operation of any vehicle.
- 12. Either party may terminate this agreement immediately for cause upon written notice; the cause shall be documented in writing to the party detailing the grounds for termination.
- 13. While advice and information provided by Johnson PCI is believed to be reasonable and accurate based on its current understanding of applicable requirements and regulations, results and outcomes of advice provided can not be guaranteed because of the nature of personnel issues and changing case law and interpretations. The County recognizes and accepts this provision in signing this agreement. The County agrees to provide Johnson PCI copies of any changes to internal rules, regulations, policies, or other information the County receives which may affect or influence the issues about which Johnson PCI provides consulting services.
- 14. The County, its officials, Department Heads and employees are held harmless from any actions taken by Johnson PCI or its employees.
- 15. The County, its officials, Department Heads and employees shall hold Johnson PCI harmless from any actions taken by the County.
- 16. This agreement is for the period January 1, 2014 to December 31, 2014.

FOR THE COUNTY	
BY	
DATE	

JOHNSON PERSONNEL CONSULTING SERVICES, INC. BY Johns Johnson Date 3-2K/4

THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND

FISCAL CONTROL ACT.

Northampton County

\*A GREAT PLACE TO RAISE FAMILIES, PROFITS AND EXPECTATIONS'
BOARD OF COMMISSIONERS
P. O. BOX 808
JACKSON, N. C. 27845
PHONE (252) 534-2501 • FAX (252) 534-1166

### Resolution in Support of Take Pride in Lake Gaston Clean-up Day 2014

WHEREAS, there is a need to improve the appearance of Lake Gaston by removing litter and debris that create eyesores and harm the environment; and

WHEREAS, a clean Lake Gaston environment positively impacts water safety, economic development, travel, tourism and quality of life; and

WHEREAS, the Lake Gaston Association is sponsoring Take Pride in Lake Gaston clean-up of the lake on May 31, 2014 in an effort to educate citizens on the harmful effects of litter; and

WHEREAS, there is a need for citizen participation in maintaining the beauty of our county, and

WHEREAS, it is in the interest of Northampton County to support our volunteers in efforts to improve the appearance of the county;

NOW, THEREFORE BE IT RESOLVED by the Board of Commissioners of Northampton County, NC that it endorses and supports the Take Pride in Lake Gaston Clean-up Day 2014 initiative.

Adopted this the 21st day of April, 2014.

Robert Carter, Chairman Northampton County Board of Commissioners

Michelle Nelson, Clerk Northampton County Board of Commissioners

## Northampton County

GREAT PLACE TO RAISE FAMILIES, PROFITS AND EXPECTATIONS'
BOARD OF COMMISSIONERS
P. O. BOX 808
JACKSON, N. C. 27845
PHONE (252) 534-2501 • FAX (252) 534-1166

### RESOLUTION ADOPTING A POLICY FOR MUTUAL ASSISTANCE WITH OTHER LAW ENFORCEMENT AGENCIES

WHEREAS, pursuant to North Carolina General Statutes §160A-288, the governing body of a county may adopt appropriate guidelines for the purpose of mutual assistance with other municipal and county law enforcement agencies; and

WHEREAS, pursuant to said laws, the law enforcement assistance to be rendered authorizes lending officers to work temporarily with officers of the requesting agencies, including in an undercover capacity, and lending equipment and supplies; and

WHEREAS, it is deemed to be in the best interests of the citizens of Northampton County to adopt a reasonable policy and guidelines whereby reciprocal law enforcement assistance can be both rendered to and obtained from other governmental jurisdictions; and

WHEREAS, such reciprocal assistance is necessary for effective law enforcement for the protection of the citizens of Northampton County;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF NORTHAMPTON COUNTY THAT:

- Jack Smith, Sheriff of Northampton County, is hereby authorized to enter into mutual assistance arrangements with other North Carolina municipal and county law enforcement agencies, provided that the head of the requesting law enforcement agency makes such a request in writing.
- 2) Jack Smith, Sheriff of Northampton County, is hereby authorized to permit officers of the Northampton County Sheriff's Department to work temporarily with officers of the requesting agency, including in an undercover capacity, and Sheriff Jack Smith may lend such equipment and supplies to requesting agencies as he deems advisable.
- 3) All such request and authorizations shall be in accordance with North Carolina General Statutes §160A-288, as applicable.
- While working with a requesting agency, an officer shall have the same jurisdiction, powers, rights, privileges and immunities (including those relating to the defense of civil actions and payment of judgments) as the officers of the requesting agency in addition to those the officer normally possesses.

- While on duty with the requesting agency, an officer shall be subject to the lawful operational commands of the officer's superior officers in the requesting agency, but the officer shall for personnel and administrative purposes remain under the control of the officer's own agency, including for purposes of pay. An officer shall furthermore be entitled to worker's compensation and the same benefits to the extent as though he were functioning within the normal scope of the officer's duties.
- 6) Sheriff Jack Smith is hereby authorized to enter into mutual assistance agreements with other North Carolina county and municipal law enforcement agencies in accordance with such reasonable arrangements, terms and conditions as may be agreed upon between the respective heads of the law enforcement agencies.
- 7) This Northampton County Mutual Assistance Policy is to become effective upon the passage of this Resolution and is to automatically terminate upon the date that current Northampton County Sheriff Jack Smith is for whatever reason no longer the active Sheriff of Northampton County. At that time, the Northampton County Board of Commissioners will consider the adoption of a replacement Resolution adopting appropriate guidelines for the Northampton County Sheriff who succeeds the current Northampton County Sheriff Jack Smith.

Commissioner resolution and Commissione resolution was passed by the		moved	the passag seconded	ge of the the motion	
Ayes:			,		
Nays:					
Not Voting:					
Carolina, DO HEREBY CER the proceedings of the Board and held April 2014, as it said proceedings are recorded N.C.G.S. §143-318.12, a currin my office.	of Commissioners for sait related in any way to the lin Minute Book o ent copy of a schedule of	s a true d Count e resolut f the min f regular	and complet y at a regulation hereinab nutes of said meetings o	te copy of sar meeting coove set for downty. For this Board	so much of duly called th and that Pursuant to d is on file
WITNESS my hand ar	nd the common seal of sai	d Count	y, this d	lay of April	2014.
	-		Michelle N		
	(	lerk to t	he Board of	Commissio	more

#### **PROCLAMATION**

WHEREAS, Nellie Jackson was born on May 3, 1914 in Halifax County. However, she has resided in Northampton County (Jackson) for nine years; and,

WHEREAS, Mrs. Jackson was married to the late William Henry Jackson, having been blessed with 11 children and generations of grandchildren, great grandchildren and great-great grandchildren.

WHEREAS, Mrs. Jackson worked on the farm for many years and has a love for gardening, shopping and traveling to see her family; but most of all, she loves people and giving to others; and,

WHEREAS, Mrs. Jackson attends Miracle Tabernacle Church in Weldon, NC; and,

WHEREAS, Mrs. Nellie Jackson has lived during a very eventful century of our world history and has lived to see many changes take place; and,

*WHEREAS*, Mrs. Nellie Jackson will celebrate her  $100^{th}$  birthday on May 3, 2014 with family and friends.

NOW, THEREFORE, the Northampton County Board of Commissioners, does hereby proclaim congratulations on the event of Nellie Jackson's 100<sup>th</sup> birthday and deem it a pleasure to pay this special tribute and best wishes.

Presented this 21st day of April, 2014

Robert V. Carter, Chair Northampton County Board of Commissioners

Fannie P. Greene, Vice-Chair Northampton County Board of Commissioners

### **CDBG Compliance Documents:**

Mr. Mike Scott, PRO, appeared before the Board to obtain approval of several CDBG compliance documents to submit with the CDBG Infrastructure Application to upgrade the Garysburg Sewer System. Mr. Scott submitted and asked for the approval of five documents: a Conflict of Interest Checklist Certification, a Language Access Plan, a Citizen Participation Plan, a Residential Anti-Displacement and Relocation Assistance Plan, and an Equal Employment and Procurement Plan.

A motion was made by Fannie Greene and seconded by Chester Deloatch to adopt the aforesaid documents that were mentioned. *Question Called:* All present voting yes. Motion carried.

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

#### **ATTACHMENT 8**

#### **NORTHAMPTON COUNTY CONFLICT OF INTEREST CHECKLIST CERTIFICATION**

To assist applicants with determining if a potential conflict of interest exists, as defined in 24 CFR Part 570 Bul

570.489 (h), please provide res Bulletin 10-8 for next steps.	sponses to the following questions. For any "yes" response, refer to
	ved with this potential CDBG project have family or business ties with any nt elected officials or local government staff?
	ed with this potential CDBG project requested or received an opinion Flict of interest from an attorney or from the North Carolina Ethics
	ved with this potential CDBG project have an ownership interest in an ffected by activities proposed in the application?
	ed with this potential CDBG project derive any income or commission as a taken by the local government elected board or its staff?
Name of Chief Elected Official	Robert V. Carter
Title	Chairman, Northampton County Board of Commissioners
Signature	

April 21, 2014

Date

#### Language Access Plan Northampton County, NC April 21, 2014

The purpose of this Policy and Plan is to ensure compliance with Title VI of the Civil Rights Act of 1964, and other applicable federal and state laws and their implementing regulations with respect to persons with limited English proficiency (LEP). Title VI of the Civil Rights Act of 1964 prohibits discrimination based on the ground of race, color or national origin by any entity receiving federal financial assistance. Administrative methods or procedures, which have the effect of subjecting individuals to discrimination or defeating the objectives of these regulations, are prohibited.

In order to avoid discrimination on the grounds of national origin, all programs or activities administered by Northampton County must take adequate steps to ensure that their policies and procedures do not deny or have the effect of denying LEP individuals with equal access to benefits and services for which such persons qualify. This Policy defines the responsibilities the agency has to ensure LEP individuals can communicate effectively.

This policy and plan is effective February 18, 2013.

#### I. Scope of Policy

These requirements will apply to Northampton County, including subcontractors, vendors, and subrecipients.

The agency will ensure that LEP individuals are provided meaningful access to benefits and services provided through contractors or service providers receiving subgrants from the agency.

#### II. Definitions

- A. Limited English Proficient (LEP) individual Any prospective, potential, or actual recipient of benefits or services from the agency who cannot speak, read, write or understand the English language at a level that permits them to interact effectively with health care providers and social service agencies.
- B. Vital Documents These forms include, but are not limited to, applications, consent forms, all compliance plans, bid documents, fair housing information, citizen participation plans, letters containing important information regarding participation in a program; notices pertaining to the reduction, denial, or termination of services or benefits, the right to appeal such actions, or that require a response from beneficiary notices advising LEP persons of the availability of free language assistance, and other outreach materials.

- C. Title VI Compliance Officer: The person or persons responsible for compliance with the Title VI LEP policies.
- D. Substantial number of LEP: 5% or 1,000 people, whichever is smaller, are potential applicants or recipients of the agency and speak a primary language other than English and have limited English proficiency.

#### III. Providing Notice to LEP Individuals

A. The agency will take appropriate steps to inform all applicants, recipients, community organizations, and other interested persons, including those whose primary language is other than English, of the provisions of this policy. Such notification will also identify the name, office telephone number, and office address of the Title VI compliance officer(s).

List the current name, office telephone number and office address of the Title VI compliance officers:

Jeff Futrell Northampton County Compliance Officer PO Box 808 Jackson, NC 27845 252-534-2621

(Note: The agency must notify the DCA compliance office immediately of changes in name or contact information for the Title VI compliance officer.)

B. The agency will post and maintain signs in regularly encountered languages other than English in waiting rooms, reception areas and other initial points of contact. These signs will inform applicants and beneficiaries of their right to free language assistance services and invite them to identify themselves as persons needing such services.

#### Identify areas within the agency where these signs will be posted:

Courthouse; County Manager's Office; Department of Social Services; County Health Department

C. The agency will include statements of the right to free language assistance in Spanish and other significant languages in all outreach material that is routinely disseminated to the public (including electronic text). D. The agency will also disseminate information in the following manner:

Local newspaper and Public Service Announcements

## IV. Provision of Services to LEP Applicants/Recipients

- A. Assessing Linguistic Needs of Potential Applicants and Recipients
  - The agency will assess the language needs of the population to be served, by identifying:
    - a. the language needs of each LEP applicant/recipient
    - b. the points of contact where language assistance is needed; and
    - the resources needed to provide effective language assistance, including location, availability and arrangements necessary for timely use.
  - 2. Determining the Language Needs of the Population to be Served

The agency is responsible for assessing the needs of the population to be served. Such assessment will include, but not be limited to the following:

- a. The non-English languages that are likely to be encountered in its program will be identified.
- b. An estimate of the number of people in the community for whom English is not the primary language used for communication will be completed and updated annually. To identify the languages and number of LEP individuals local entities should review:
  - i. census data
  - ii. school system data
  - iii. reports from federal, state, and local governments
  - iv. community agencies' information, and
  - v. data from client files
- c. The points of contact in the program or activity where language assistance is likely to be needed will be identified.
- 3. Determining the Language Needs of Each Applicant/Recipient

The agency will determine the language needs of each applicant/recipient. Such assessment will include, but not be limited to the following:

 At the first point of contact, each applicant/recipient will be assessed to determine the individual's primary language.

## Check all methods that will be used:

- ☑ multi-language identification cards, a poster-size language list, or the use of "I speak" peel-off language identification cards for indicating preferred languages
- English proficiency assessment tools, provided they can be administered in a manner that is sensitive to and respectful of individual dignity and privacy
- □ Other (describe):
- b. If the LEP person does not speak or read any of these languages, the agency will use a telephone interpreting service to identify the client's primary language.
- c. Staff will not solely rely on their own assessment of the applicant or recipient's English proficiency in determining the need for an interpreter. If an individual requests an interpreter, an interpreter will be provided free of charge. A declaration of the client will be used to establish the client's primary language.
- d. When staff place or receive a telephone call and cannot determine what language the other person on the line is speaking, a telephone interpreting service will be utilized in making the determination.
- e. If any applicant/recipient is assessed as LEP, they will be informed of interpreter availability and their right to have a language interpreter at no cost to them with a notice in writing in the languages identified in Section C. Provisions of Written Translations.

## B. Provision of Bilingual/Interpretive Services

The agency will ensure that effective bilingual/interpretive services are
provided to serve the needs of the non-English speaking population. The
provision of bilingual/interpretive services will be prompt without undue
delays. In most circumstances, this requires language services to be
available during all operating hours.

This requirement will be met by: Local staff if available or contractual services

 The agency will provide language assistance at all level of interaction with LEP individuals, including telephone interactions.

Describe how this requirement will be met: Qualified bilingual staff if available or contractual services.

(Note: The agency may use paid interpreters, qualified bilingual employees, and qualified employees of other agencies or community resources. Telephone interpreter services should only be utilized as a back-up system or where other language assistance options are unavailable.)

#### 3. Interpreter Standards

- a. Those providing bilingual/interpretive services will meet the linguistic and cultural competency standards set forth below. The agency will ensure that interpreters and self-identified bilingual staff, have first been screened to ensure that the following standards are met before being used for interpreter services:
  - Can fluently and effectively communicate in both English and the primary language of the LEP individual
  - ii. Can accurately and impartially interpret to and from such languages and English
  - iii. Has a basic knowledge of specialized terms and concepts used frequently in the provision of the agency's services
  - iv. Demonstrates cultural competency
  - v. Understands the obligation to maintain confidently
  - vi. Understands the roles of interpreters and the ethics associated with being an interpreter

Describe how the agency ensures the competency of bilingual staff and interpreters:

Educational qualifications and/or professional references.

b. When staff members have reason to believe that an interpreter is not qualified or properly trained to serve as an interpreter, the staff member will request another interpreter.

- 4. Using Family Members or Friends as Interpreters
  - Applicants/recipients may provide their own interpreter; however the agency will not require them to do so.
  - b. The agency will first inform an LEP person, in the primary language of the LEP person, of the right to free interpreter services and the potential problems for ineffective communication. If the LEP person declines such services and requests the use of a family member or friend, the agency may utilize the family member or friend to interpret only if the use of such person would not compromise the effectiveness or services or violate the LEP person's confidentiality. The agency will monitor these interactions and again offer interpreter services, if it appears there are problems with this arrangement.
  - c. The agency will indicate in the LEP individual's file that an offer of interpreter services was made and rejected; that the individual was informed of potential problems associated with using friends or family members and the name of the person serving as an interpreter at the LEP individual's request.
  - d. Only under extenuating circumstances shall the agency allow a minor (under the age of 18 years) to temporarily act as an interpreter. The agency will keep a written record of when it has used a minor as an interpreter, and this information will be shared with the DCA upon request.
- The agency will *not* require the applicant/recipient to pay for bilingual/interpretive services.

#### C. Provision of Written Translations

- The agency must provide written materials in languages other than English
  where a substantial number or percentage of the population eligible to be
  served or likely to be directly affected by the program needs services or
  information in a language other than English to communicate effectively.
- 2. Translation of Vital Documents
  - The agency will ensure that vital documents for locally designed programs are translated into Spanish.

- When DCA forms and other written material contain spaces in
  which the local entity is to insert information, this inserted
  information will also be in the individual's primary language.
  When such forms are completed by applicants/recipients in their
  primary language, the information must be accepted.
- c. If, as a result of the local language assessment, it appears there are a substantial number of potential applicants or recipients of the agency (defined as 5% or 1,000 people whichever is less) who are LEP and speak a language other than Spanish, the agency will translate and provide vital documents in the appropriate language.
- The agency will keep a record of all vital documents translated, and will submit this information to DCA at their request.
- 3. If the primary language of an LEP applicant or recipient is a language other than Spanish AND the language does not meet the threshold for translation as defined in the preceding paragraph, the LEP individual will be informed in their own language of the right to oral translation of written notices. The notification will include, in the primary language of the applicant/recipient, the following language: IMPORTANT: IF YOU NEED HELP IN READING THIS, ASK THE AGENCY FOR AN INTERPRETER TO HELP. AN INTERPRETER IS AVAILABLE FREE OF CHARGE.
- D. Documentation of Applicant/Recipient Case Records
  - 1. The agency will maintain case record documentation in sufficient detail to permit a reviewer to determine the agency's compliance with this policy.
  - 2. The agency will ensure that case record documentation, including computerized records if appropriate, identifies the applicants/recipient's ethnic origin and primary language. In those cases where the applicant/recipient is non-English speaking, the agency will:
    - Document the individual's acceptance or refusal of forms or other written materials offered in the individual's primary language.
    - b. Document the method used to provide bilingual services, e.g., assigned worker is bilingual, other bilingual employee acted as interpreter, volunteer interpreter was used, or client provided interpreter. When a minor is used as interpreter, the agency will document the circumstances requiring temporary use of a minor and will provide this information to DCA upon request.

 Consent for the release of information will be obtained from applicants/recipients when individuals other than agency employees are used as interpreters and the case record will be so documented.

## E. Staff Development and Training

- The agency will provide staff training at new employee orientation and continuing training programs. The training will include, but not be limited to:
  - Language assistance policies and procedures, resources available to support such procedures, methods of effective use of interpreters, and familiarization with the discrimination complaint process.
  - b. Cultural awareness information, including specific cultural characteristics of the groups served by the agency to provide a better understanding of, and sensitivity to, the various cultural groups to ensure equal delivery of services.
- 2. The agency will provide or ensure training is provided for bilingual staff and interpreters employed or utilized by the agency. This includes the ethics of interpreting, including confidentiality; methods of interpreting; orientation to the organization; specialized terminology used by the agency; and cultural competency.
- 3. The agency will ensure that applicable grantees, contractors, cooperative agreement recipients and other entities receiving state or federal dollars are trained in the requirements of this policy.

Describe how this provision will be met: Contract provisions

4. The agency will collect and maintain the following information about training provided to staff: the date(s) of such training, the content of such training, the number and types of credit hours awarded; and the names and identifying information of each attendee at the training. The agency will ensure that grantees, contractors, cooperative agreement recipients and other applicable funded entities collect and maintain such information as well.

## V. Compliance Procedures, Reporting and Monitoring

#### A. Reporting

 The agency will complete an annual compliance report and send this report to DCA.
 (Format will be supplied by DCA)

## B. Monitoring

- The agency will complete a self-monitoring report on a quarterly basis, using a standardized reporting system providing by the DCA. These reports will be maintained and stored by the Title VI compliance officer and will be provided to the DCA upon request.
- The agency will cooperate, when requested, with special review by the DCA.

## VI. Applicant/Recipient Complaints of Discriminatory Treatment

## A. Complaints

- The agency will provide assistance to LEP individuals who do not speak
  or write in English if they indicate that they would like to file a complaint.
  A complaint will be filed in writing, contain the name and address of the
  person filing it or his/her designee and briefly describe the alleged
  violation of this policy.
- The agency will maintain records of any complaints filed, the date of filing, actions taken and resolution.
- The agency will notify the appropriate agency or Division within DCA of complaints filed the date of filing, actions taken and resolution. This information will be provided within 30 days of resolution.

## B. Investigation

- The DCA Compliance Office will conduct an investigation of the allegations of the complaint. The investigation will afford all interested persons and their representatives, if any, an opportunity to submit evidence relevant to the complaint.
- The investigation will not exceed 30 days, absent a 15-day extension for extenuating circumstances.

## C. Resolution of Matters

- 1. If the investigation indicates a failure to comply with the Act, the local unit of government, agency Director or his/her designee will so inform the recipient and the matter will be resolved by informal means whenever possible within 60 days.
- 2. If the matter cannot be resolved by informal means, then the individual will be informed of his or her right to appeal further to the Department of Justice. This notice will be provided in the primary language of the individual with Limited English Proficiency.
- If not resolved by DCA, then complaint will be forwarded to DOJ, HUD Field Office.

## SUBMITTED AND APPROVED BY:

Robert V. Carter	
Chairman	
Signature	
April 21, 2014 Date	

# Northampton County, NC Citizen Participation Plan April 21, 2014 to April 20, 2017

This plan describes how Northampton County will involve citizens in the planning, implementation and assessment of the Community Development Block Grant (CDBG) program. The funds must be used for projects which benefit low and moderate-income persons and aids in the elimination and prevention of slums and blight. The program is intended to assist governments in understanding neighborhood improvement programs. The regulations give ultimate responsibility for the design and implementation of the program to local elected officials and also require that citizens be given an opportunity to serve in a key advisory role to these elected officials.

#### SCOPE OF CITIZEN PARTICIPATION

Citizens will be involved in all stages of the CDBG program, including program implementation, assessment of performance and design of changes in the Citizen Participation Plan. There will be three (3) general mechanisms for their involvement:

- 1. To serve as an advisory committee to the project;
- 2. To attend or hold public hearings or community meetings; and
- 3. To provide individual citizen efforts in the form of comments, complaints or inquiries submitted directly to the Program Administrators or designated Town official.

#### PROGRAM IMPLEMENTATION

Citizen participation in program implementation will occur primarily through consultation with Northampton County. The County will be asked to review and comment on specific guidelines for approved projects. They will also meet to review any program amendments, budget revisions and program modifications. All such changes will be discussed with the County and their comments considered prior to taking action. If program amendments require approval from the North Carolina Department of Commerce, a public hearing shall be held specifically on the amendment. Citizens may also be involved in implementation of projects specifically requiring citizen participation, such as self-help projects. Their roles will be defined as the project develops. Technical assistance will be available as needed.

## PROGRAM ASSESSMENT

Program assessment activities by citizens will occur in a variety of ways. A performance hearing will be held thirty to sixty (30 to 60) days prior to the start of planning for the next program year. The Program Amendment will be asked to provide citizen commentary for the Grantee Performance Report.

As a part of the orientation to the program offered at the public hearing, citizens will be invited to submit comments on all aspects of program performance through the program year. Comments should be submitted in writing to the Northampton County Representative. He or she will respond in writing within ten (10) days. If the response is unsatisfactory, the complainant should write directly to The County Chief Elected Official. He or she shall respond within ten (10) days.

If the citizen is still dissatisfied, he/she should write to the NC Department of Commerce, Community Investment, 4313 Mail Service Center, Raleigh, NC 27699-4313, Attention: Citizen Participation Matter. Program staff will also be available during normal business hours to respond to any citizen inquiries or complaints at 919-571-4900.

The Citizen Participation Plan will be subject to annual review and proposed revision, to occur in the period between the performance hearing and the public hearing on the subsequent year's application.

## TECHNICAL ASSISTANCE

Technical Assistance will be provided to citizen organizations and groups of low/moderate income persons or target area residents upon request to Northampton County. Such assistance will support citizen efforts to develop proposals, define policy and organize for the implementation of the program. It is expected that such assistance will be provided directly to the County in response to their request. Assistance could be provided in the form of local presentations, informational handouts, and research of a specific issue or other short-term efforts.

#### **PUBLIC INFORMATION**

Northampton County will also undertake public information efforts to promote citizen participation. These efforts will include the following:

- 1. Public Notice of all Public Hearings will be published in the non-legal section of the local newspaper at least ten (10) days, but no more than 25 days before the scheduled hearing. These notices will indicate the date, time, location and topics to be considered. These notices will also be made available in the form of press releases, as a public service announcement to local radio stations and will be provided to churches within the target area of distribution.
- 2. Orientation Information will be provided at the first public hearing. The Program Administrator(s) will make a presentation which covers: (a) the total amount of CDBG funds available and the competitive basis for award; (b) the range of eligible activities; (c) the planning process and the schedule of meetings and hearings; (d) the role of citizens in the program and (e) a summary of other program requirements, such as the environmental policies, fair housing provisions and contracting procedures.
- 3. A public file containing program documentation will be available for review at the County Manager's Office during normal business hours. Included will be copies of the Application, Environmental Review Record, the Citizen Participation Plan and the Annual Performance Report. Other program documents are also available for citizen review on request at the County Manager's Office consistent with applicable State and local laws regarding personal privacy and obligations of confidentiality.
- 4. Public Hearings: An interpreter will be provided for all non-English speaking individuals and/or deaf individuals with 48-hour notice given to the County's Clerk to the Board.

ADOPTED, this the 21st day of April, 2014.

Robert V. Carter, Chairman
Northampton County Board of Commissioners

# NORTHAMPTON COUNTY RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN UNDER SECTION 104(d) OF THE HOUSING & COMMUNITY DEVELOPMENT ACT OF 1974, AS AMENDED April 21, 2014 – April 20, 2017

WHEREAS, Northampton County anticipates the award of 2014 Community Development Block Grant Funds;

WHEREAS, the County is required to adopt a Residential Anti-Displacement and Relocation Assistance Plan;

WHEREAS, the purpose of this plan is to minimize residential displacement and to provide relocation assistance to displaced residents in a timely manner;

NOW, THEREFORE, BE IT RESOLVED that the following constitutes the Residential Anti-Displacement and Relocation Assistance Plan for Northampton County:

Northampton County will replace all occupied and vacant occupiable low/moderate income dwelling units demolished or converted to a use other than low/moderate income housing as a direct result of activities assisted with funds provided under the Housing & Community Development Act of 1974, as amended, as described in 24 CFR 570.606 (b) (1).

All replacement housing will be provided within three years of the commencement of the demolition or rehabilitation relating to conversion. Before obligating or expending funds that will directly result in such demolition or conversion, the County will make public the following information in writing:

- 1. A description of the proposed assisted activity;
- 2. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as low/moderate income dwelling units as a direct result of the assisted activity:
- A time schedule for the commencement and completion of the demolition or conversion;
- The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units;
- The source of funding and a time schedule for the provision of replacement dwelling units; and
- The basis for concluding that each replacement dwelling unit will remain a low/moderate income dwelling unit for at least 10 years from the date of initial occupancy.

Northampton County will provide relocation assistance, as described in 570.606 (b) (2), to each low/moderate income household displaced by demolition of housing or by the

assisted activities.	
Northampton County will provide relocation as are available.	ssistance in the event no other alternatives
This 21 <sup>st</sup> day of April 2014.	
	Robert V. Carter, Chairman
ATTEST:	
Michelle Nelson, Clerk to the Board	

conversion of a low/moderate income dwelling to another use as a direct result of

## Northampton County Community Development Block Grant Program April 21, 2014 – April 20, 2017

## **Equal Employment and Procurement Plan**

The County of Northampton maintains the policy of providing equal employment opportunities for all persons regardless of race, color, religion, sex, national origin, handicap, age, political affiliation, or any other non-merit factor, except where religion, sex, national origin, or age are bona fide occupation qualifications for employment.

In furtherance of this policy, the County prohibits any retaliatory action of any kind taken by any employee of the locality against any other employee or applicant for employment because that person made a charge, testified, assisted or participated in any manner in a hearing, proceeding or investigation of employment discrimination.

The County shall strive for greater utilization of all persons by identifying previously underutilized groups in the workforce, such as minorities, women, and the handicapped, and making special efforts toward their recruitment, selection, development and upward mobility and any other term, condition, or privilege of employment.

Responsibility for implementing equal opportunities and affirmative action measures is hereby assigned to the Director of Human Resources to assist in the implementation of this policy statement.

The County shall develop a self-evaluation mechanism to provide for periodic examination and evaluation. Periodic reports as requested on the progress of Equal Employment Opportunity and Affirmative Action will be presented to the Northampton County Board of Commissioners.

Northampton County is committed to this policy and is aware that with its implementation, the County will receive positive benefits through the greater utilization and development of all its human resources.

Adopted this 21st day of April 2014.

	Robert V. Carter, Chairman
ATTEST:	
Michelle Nelson Clerk to the Board	

# **Citizens/Board Comments:**

# Mr. Carter called for citizens comments.

Mr. Doug Hughes made a comment thanking the Board for the Resolution in Support of the Take Pride in Lake Gaston Clean-up Day 2014.

Mr. Hughes discussed the weed control budget. He mentioned that Northampton County will be contributing the least amount of budget funding.

# Mr. Carter called for Board comments.

Vice-Chairwoman Fannie Greene reminded everyone of the Mock Commissioners' Meeting at 9:00 a.m. on April 22, 2014, and asked that the Commissioners attend.

Vice-Chairwoman Greene also voiced her concern about a beautification issue. There is an area off of I-95 coming into Northampton County, where trucks are being repaired. She mentioned that it was an eyesore, and wanted to know what could be done about moving the trucks. She mentioned that there is an ordinance, and supposedly the company that owns this land is in compliance. Ms. Kimberly Turner will research the matter further.

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

Michelle Nelson, Clerk to the Board

"r.m. 04-21-14"