

**NORTHAMPTON COUNTY
REGULAR SESSION
May 19, 2014**

Be It Remembered that the Board of Commissioners of Northampton County met on May 19, 2014 with the following present: Robert Carter, Fannie Greene, Virginia Spruill, Chester Deloatch, and Joseph Barrett

Others Present: Kimberly Turner, Charles Vaughan, and Michelle Nelson

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 2A- Add: Approval of Special Called Meeting Minutes for May 15, 2014.

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 May 5, 2014:

A motion was made by Chester Deloatch and seconded by Virginia Spruill to approve the Regular Session Minutes for May 5, 2014. **Question Called: All present voting yes. Motion carried.**

Approval of Closed Session Minutes for May 5, 2014:

A motion was made by Fannie Greene and seconded by Joseph Barrett to approve the Closed Session Minutes for May 5, 2014. **Question Called: All present voting yes. Motion carried.**

Approval of Special Called Meeting Minutes for May 15, 2014:

A motion was made by Virginia Spruill and seconded by Chester Deloatch to approve the Special Called Meeting Minutes for May 15, 2014. **Question Called: All present voting yes. Motion carried.**

Approval of Agenda for May 19, 2014:

A motion was made by Joseph Barrett and seconded by Virginia Spruill to approve the agenda for May 19, 2014 with the amended changes. **Question Called: All present voting yes. Motion carried.**

Board of Education Request for Funding:

Dr. John Parker of the Board of Education, came before the Board to request funding. Dr. Parker first acknowledged Mr. Joe Holloway, Chief Finance Officer and Mr. Phil Matthews, Chair of the Finance Committee who were also in attendance.

Dr. Parker mentioned that there was a local appropriation request adopted by the Board on April 24th. He wanted to highlight a couple of items: first, the Capital Outlay Request for \$162,000 that was withheld in the previous year related to building a new high school. Dr. Parker mentioned that a motion was made at a previous meeting to table this money until the county's audit was complete.

Next, Dr. Parker noted the need for funds for school upgrades, the current expense budget, and planned operations.

There was a lengthy discussion about the requested amount, and what had been decided last year.

Chairman Carter would like to meet with Interim County Manager Kimberly Turner, and Finance Officer Dot Vick to see where the county stands with the budget, and what amount can be given. The Board will then get back to the Board of Education about their funding request.

JCPC Program Agreements:

Mr. Clarence High, Jr, Chief Court Counselor, appeared before the Board to present his JCPC Proposals for Northampton County for Fiscal Year 14-15.

Mr. High presented the County Funding Allocation. The State allocation remains unchanged at \$91,844. Mr. High is recommending the programs be funded in the following amounts: The United Services Youth- Children Matters for \$27,547 with a county match amount of \$2,755; The MHFC Vocational Jobs Program for \$31,297 with a county match amount of \$3,130; Project Challenge for \$29,000 with a county match amount of \$2,900; and \$4,000 in the JCPC Admin fund. The JCPC Fund amount total comes to \$91,844 for the State. The county match total is \$8,785 for a grand JCPC total of \$100,629.

Vice-Chairwoman Greene wanted to commend Mr. High on the proposals that have improved from past years. However, Vice-Chairwoman Greene mentioned that she is not pleased with Project Challenge. She feels that there is no accountability for the money. There is no budget narrative involved. She also stated that with the Methodist Home, JCPC is asking for \$34,000, but they are only seeing five children for the year.

Mr. High stated that this is correct, however neither program has changed their funding from last year. Mr. High wanted to note that in respect to the vocational job programs, they can only work with two youth at a time, and each youth in that program is worked with for a period of six months. They are placed on a work experience program and taught independent living skills. It is an intense program, and that is why they can only work with that number of children per year.

With respect to Project Challenge, Mr. High was not sure if he could properly answer that question. He stated that Project Challenge is a multi-county program between Northampton, Bertie, and Hertford County as well.

Vice-Chairwoman Greene asked if JCPC receives any accountability regarding Project Challenge's budget.

Mr. High explained that they are monitored by the State as far as their expenditures, and they report to JCPC each month as to what their expenditures are, and what percentage of their budget has been expended.

Commissioner Spruill asked if there is an audit done at the end of the Fiscal Year.

Mr. High stated that there is a monitoring done.

Commissioner Spruill asked if that was similar to an audit, to explain what they've done since the first of the year.

Mr. High confirmed that at the end of the third quarter, all of the programs have to give an accounting of what they've spent, and how or if they will expend the balance of the monies in the last quarter of the fiscal year.

A motion was made by Virginia Spruill and seconded by Chester Deloatch that the Board approve the JCPC Program Agreements for Fiscal Year 14-15. **Question Called:** *All present voting yes.* **Motion carried.**

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

Northampton County

NC Department of Public Safety - JCPC - County Funding Allocation

Available Funds: \$91,844Local Match: \$8,785

Rate: 10%

#	Program Provider	JCPC Funds	LOCAL FUNDING			OTHER	OTHER	TOTAL
			County Cash	Other Local Cash	Local In-Kind	State/Federal	Funds	
1	United Services Youth-Children Matters	\$ 27,547	\$ 2,755					\$30,302
2	MHFC Vocational Jobs Program	\$ 31,297	\$ 3,130					\$34,427
3	Project Challenge	\$ 29,000	\$ 2,900					\$31,900
4	JCPC Admin Funds	\$ 4,000						\$4,000
5								\$0
6								\$0
7								\$0
8								\$0
9								\$0
10								\$0
11								\$0
12								\$0
13								\$0
14								\$0
15								\$0
16								\$0
17								\$0
18								\$0
TOTALS:		\$91,844	\$8,785	\$0	\$0	\$0	\$0	\$100,629

Unallocated JCPC Funds: \$0

The funding allocations as listed above were derived through Northampton County Juvenile Crime Prevention Council's planning process and represent the county's plan for use of these funds in Fiscal Year 2014 - 2015.

Chairperson, Juvenile Crime Prevention Council

Date

Chairperson, Board of County Commissioners

Date

Introduction of New Employee, Budget Amendments, Move Bank Accounts, and Financial Reports:

Mrs. Dot Vick, Finance Officer, appeared before the Board to officially recognize a new employee, Ms. Shannon Vincent.

Chairman Carter recognized Ms. Vincent and thanked her for her service.

Mrs. Vick also presented Budget Amendment numbers 59 and 61-65.

A motion was made by Chester Deloatch and seconded by Fannie Greene to approve the Budget Amendments 59 and 61-65. **Question Called: All present voting yes. Motion carried.**

Mrs. Vick also appeared before the Board to seek approval in moving three bank accounts from PNC to Southern Bank now located in Jackson, for convenience purposes. PNC is outside of the town of Jackson, and currently employees must travel a small distance in order to deposit funds.

A motion was made by Fannie Greene and seconded by Joseph Barrett that the Board approve the moving of the Jail Inmate Account, the Sheriff's Drug Account, and the DSS Trust Account to Southern Bank in Jackson. **Question Called: All present voting yes. Motion carried.**

Finally, Mrs. Vick presented the Financial Report to the Board, which includes the operating budgets for the period ending April 30, 2014.

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

#59

APPROVED BY Kimberly R. [Signature]
BOARD APPROVED 5/13/14

#64

BOARD APPROVED

#65

PREPARED BY Mary Bradley POSTED BY Mary Bradley APPROVED BY Kimberly L. [Signature]
DATE 05/09/14 05/09/14 BOARD APPROVED 5/13/14



NORTHAMPTON COUNTY

Finance Department & Management Information Systems

Post Office Box 663

Jackson, North Carolina 27845

Finance Telephone (252) 534-1536 or (252) 534-5301

MIS Telephone (252) 534-6171

Fax (252) 534-1239

Dorothy E. Vick
Finance Officer

Bill Blanchard
Computer Systems Coordinator

DECISION PAPER

TO: Northampton County Board of Commissioners

FM: Dot Vick, Finance Officer *DV*

RE: Move Bank Accounts

DT: May 13, 2014

PURPOSE: To seek approval to move three bank accounts from PNC Bank to Southern Bank, now located in Jackson.

FACTS: Northampton County maintains three (3) departmental bank accounts. These bank accounts are currently with PNC Bank which means an employee must travel out of town to deposit funds. These accounts are: Jail Inmate Account, Sheriff's Drug Account and the DSS Trust Account.

DISCUSSION: These accounts were not changed to Southern Bank when the County changed the Central Depository due to the fact that there would not be a bank located in Jackson after PNC closed in July 2013.

The department heads have requested to move these accounts to Southern Bank, located in Jackson which will be more convenient for the department and for the courier.

RECOMMENDATION:

Respectively request the Board of Commissioners approve moving the Jail Inmate Account, Sheriff's Drug Account and the DSS Trust Account to Southern Bank in Jackson.

COORDINATION:

County Manager

Concur:

Concur with Comment



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Finance Officer

Bill Blanchard
Computer Systems Coordinator

INFORMATION PAPER

TO: Northampton County Board of Commissioners

FROM: Dot Vick *D. V.*
Finance Officer

DATE: May 16, 2014

RE: Northampton County Operating Budget Report

Attached you will find the operating budgets for period ending April 30, 2014

Operating budget (General & Social Services)

: Revenues (over) expenditures-----	\$ 2,864,452.97	Fund 11-General
Revenues (under) expenditures-----	- <u>75,762.44</u>	Fund 80- Social Service
Net revenues over expenditures	\$ 2,788,690.53	

Total Revenues over expenditures ----- \$ 2, 788,690.53

Enterprise Funds-

Water - Revenue <u>over</u> expenditures-----	-- \$ 499,921.69
Solid Waste- Revenue <u>over</u> expenditures-----	\$ 233,284.01

Notes:

The operating fund (general & social services) is showing revenues over expenditures ending April 30, 2014 with an increase of approximately of \$100,000 over last year at this time.

The water and solid waste funds are operating in the black with an increase for the same period last year. Also, the water fund has a debt payment in the amount of \$742,941 due June 1, 2014.

The solid waste fund is estimated to end the fiscal year much better than last fiscal year.

Cash Flow

The Enviva Project still owes the general fund. Some funds have been received in current fiscal year but a balance is still due.

Revenue

Current year taxes received has exceed the budgeted percentage.

Sales tax revenue has decreased in current fiscal year and will not meet budgeted amount.

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FOR 2014 10

ACCOUNTS FOR:	ORIGINAL	REVISED					AVAILABLE	PCT
11 GENERAL FUND	APPROP	BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	BUDGET	USED	
3100 TAXES -ADVALOREM	-17,168,962	-17,168,962	-17,723,421.87	-389,907.24	.00	554,459.87	103.2%	
3200 OTHER TAXES & LICENSES	-116,400	-116,400	-47,235.44	-2,505.64	.00	-69,164.56	40.6%	
3230 SALES TAX	-1,940,000	-1,940,000	-1,108,167.14	-139,561.19	.00	-831,832.86	57.1%	
3300 INTERGOVERNMENTAL REVENUE	-85,000	-85,000	-22,932.57	-2,339.03	.00	-62,067.43	27.0%	
3310 CATEGORIAL GRANTS	-361,164	-374,952	-260,459.86	-9,608.60	.00	-114,492.14	69.5%	
3315 INTERGOVERNMENTAL/RESTRICTED	-268,968	-268,968	-233,759.39	-18,353.68	.00	-35,208.61	86.9%	
3330 HEALTH-FED/STATE - RESTRICTED	-1,730,117	-1,727,523	-1,316,471.13	-167,100.89	.00	-411,051.87	76.2%	
3340 PERMITS & FEES	-195,150	-195,150	-198,007.62	-21,324.03	.00	2,857.62	101.5%	
3400 SALES & SERVICES	-1,278,500	-1,400,881	-835,959.23	-101,842.08	.00	-564,921.77	59.7%	
3432 SHERIFF- SPECIAL ACCOUNTS	-38,800	-38,800	-13,415.73	-1,646.79	.00	-25,384.27	34.6%	
3450 SALES & SERVICES-HEALTH	-1,427,121	-1,427,121	-1,171,547.21	-124,690.73	.00	-255,573.79	82.1%	
3830 MISC REVENUE	-56,059	-77,600	-116,170.40	-20,381.70	.00	38,570.40	149.7%	
3831 INVESTMENT EARNINGS	-1,200	-1,200	-5,425.92	-2.78	.00	4,225.92	452.2%	
3832 SPECIAL PROJECT	-64,830	-79,587	-21,937.18	-465.58	.00	-57,649.82	27.6%	
3910 DEBT REFUNDING REVENUE	0	-395,596	.00	.00	.00	-395,596.00	.0%	
3985 TRANSFER FROM OTHER FUNDS	0	6,500	.00	.00	.00	6,500.00	.0%	
3990 FUND BALANCE APPROPRIATED	-687,267	-791,131	.00	.00	.00	-791,131.00	.0%	
4110 GOVERNING BODY	74,997	76,297	64,259.32	5,999.90	.00	12,037.68	84.2%	
0 ADMINISTRATION	234,596	232,896	175,427.68	12,030.23	.00	57,468.32	75.3%	
2 PERSONNEL DEPARTMENT	170,103	170,103	134,180.50	13,195.32	.00	35,922.50	78.9%	
4123 WELLNESS GRANT-HUMAN RESOU	0	7,798	.00	.00	.00	7,798.00	.0%	
4130 FINANCE	563,599	563,599	525,959.59	88,166.81	.00	37,639.41	93.3%	
4132 HOSPITALIZATION-RETIREEES	262,859	262,859	158,151.72	13,028.38	.00	104,707.28	60.2%	
4140 TAX DEPARTMENT	631,105	631,105	452,447.82	33,776.40	1,485.65	177,171.53	71.9%	
4144 LAND RECORDS	174,907	174,907	134,607.45	13,040.08	.00	40,299.55	77.0%	
4150 LEGAL SERVICES	31,134	31,509	20,611.33	3,667.87	.00	10,897.67	65.4%	
4160 COURT FACILITIES	16,948	16,948	10,623.22	1,142.97	.00	6,324.78	62.7%	
4168 TREATMENT FOR EFFECTIVE COMMU	182,276	182,276	113,702.13	11,476.42	.00	68,573.87	62.4%	
4170 ELECTIONS	205,015	209,988	102,305.59	10,500.07	5,560.50	102,121.91	51.4%	
4180 REGISTER OF DEEDS	227,808	240,978	199,403.53	20,402.21	.00	41,574.47	82.7%	
4190 PUBLIC BUILDINGS	718,399	718,399	512,140.82	49,452.35	51,315.00	154,943.18	78.4%	
4210 MANAGEMENT INFORMATION SYSTEM	262,444	262,444	168,425.82	12,317.87	-25.47	94,043.65	64.2%	
4220 CENTRAL GARAGE	71,716	71,716	50,722.11	4,789.43	3,826.37	17,167.52	76.1%	
4250 BULK FUEL	28,600	28,600	45,950.97	16,674.28	.00	-17,350.97	160.7%	
4270 CENTRAL STORES	8,000	8,000	-4,900.49	3,278.69	3,378.75	9,521.74	-19.0%	
4310 SHERIFF	2,269,944	2,567,327	2,113,777.86	158,225.46	515.65	453,033.49	82.4%	
4312 SCHOOL RESOURCE OFFICER	0	83,781	47,915.68	10,782.18	.00	35,865.32	57.2%	
4315 911 WIRED FUNDS	0	20,000	1,805.39	874.47	.00	18,194.61	9.0%	
4316 SHERIFF'S EXECUTION ACCOUNT	27,000	27,000	9,404.50	.00	.00	17,595.50	34.8%	
4320 JAIL	1,395,910	1,415,910	1,014,205.90	146,789.74	410.00	401,294.10	71.7%	
4321 YOUTH DETENTION	25,000	25,000	22,814.00	4,392.00	.00	2,186.00	91.3%	
4325 EMERGENCY COMMUNICATIONS	974,013	945,497	664,607.40	66,101.19	784.90	280,104.70	70.4%	
4326 911 RADIO FUND	0	36,787	38,545.06	16,648.82	9,731.50	-11,489.56	131.2%	
4330 EMERGENCY MANAGEMENT	94,188	138,465	87,126.38	8,888.87	8,595.00	42,743.62	69.1%	

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ACCOUNTS FOR:	ORIGINAL	REVISED					AVAILABLE	PCT
11 GENERAL FUND	APPROP	BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	BUDGET	USED	
4340 FIRE PROTECTION	103,278	103,278	59,884.53	9,612.29	.00	43,393.47	58.0%	
4350 CODE ENFORCEMENT/INSPECTIONS	177,119	177,119	136,791.13	13,749.36	.00	40,327.87	77.2%	
4360 MEDICAL EXAMINER	10,000	10,000	5,500.00	2,350.00	.00	4,500.00	55.0%	
4370 AMBULANCE SERVICE	2,704,036	2,868,724	2,265,019.69	198,906.35	15,042.00	588,662.31	79.5%	
4371 CONTRIBUTION-RESCUE SQUADS	14,000	14,000	10,500.00	.00	.00	3,500.00	75.0%	
4380 ANIMAL CONTROL	104,867	104,867	64,165.56	8,798.49	150.00	40,551.44	61.3%	
4530 TRANSPORTATION-AIRPORTS	24,000	24,000	12,000.00	.00	.00	12,000.00	50.0%	
4730 DRAINAGE & WATERSHED PROTECT.	4,000	4,000	4,000.00	.00	.00	.00	100.0%	
4731 CONTRIBUTIONS-ENVIRON. PROTEC	50,000	50,000	.00	.00	.00	50,000.00	.0%	
4910 PLANNING	164,833	165,233	107,882.59	10,219.91	.00	57,350.41	65.3%	
4920 ECONOMIC DEVELOPMENT	192,100	192,100	150,723.36	14,344.97	.00	41,376.64	78.5%	
4922 GRANT PASS THRU	0	4,000	3,575.82	.00	.00	424.18	89.4%	
4923 EDC LOWES PROJECT	150,000	150,000	125,006.72	14,128.94	.00	24,993.28	83.3%	
4930 CONTRIBUTIONS- ECONOMIC & PHY	15,500	21,500	25,589.60	.00	.00	-4,089.60	119.0%	
4950 COOPERATIVE EXTENSION	270,108	284,885	174,479.85	16,498.29	359.13	110,046.02	61.4%	
4955 AG DAY	0	1,073	.00	.00	.00	1,073.00	.0%	
4960 SOIL/WATER CONSERVATION	89,823	89,823	72,794.30	7,204.53	.00	17,028.70	81.0%	
5000 CONTRIBUTIONS TO OUTSIDE AGENC	890	890	979.61	.00	.00	-89.61	110.1%	
5110 HEALTH	821,294	823,044	515,902.47	62,062.67	10,373.60	296,767.93	63.9%	
COMMUNICABLE DISEASE	23,445	23,445	14,517.31	2,217.98	.00	8,927.69	61.9%	
5113 AID TO COUNTIES-	106,052	106,052	64,405.07	6,589.40	1,150.71	40,496.22	61.8%	
5114 HEALTHY START	111,814	105,910	83,585.46	7,714.82	.00	22,324.54	78.9%	
5120 IMMUNIZATION PROGRAM	11,888	11,888	7,403.44	702.78	.00	4,484.56	62.3%	
5123 CAROLINA ACCESS III	338,022	338,022	208,344.74	20,267.92	.00	129,677.26	61.6%	
5124 TUBERCULOSIS	33,809	33,809	16,306.69	1,721.60	.00	17,502.31	48.2%	
5138 HEALTH - JAIL TEST SITE	54,958	54,958	47,606.86	5,048.48	.00	7,351.14	86.6%	
5139 PREGNANCY CARE MANAGEMENT	81,297	81,297	61,715.85	7,343.25	.00	19,581.15	75.9%	
5142 MOSQUITO CONTROL	17,124	17,124	4,354.00	.00	.00	12,770.00	25.4%	
5143 NURSE FAMILY PARTNERSHIP	475,680	465,711	305,219.90	28,467.51	967.07	159,524.03	65.7%	
5144 HEALTHY COMMUNITIES	6,286	17,069	9,154.41	1,154.09	926.00	6,988.59	59.1%	
5146 HEALTH-SUSAN KOMEN GRANT	0	3,500	3,500.00	.00	.00	.00	100.0%	
5150 SCHOOL NURSE PROGRAM	150,000	150,000	79,116.26	.00	.00	70,883.74	52.7%	
5151 BREAST & CERVICAL CANCER	39,359	39,359	28,166.06	2,612.99	.00	11,192.94	71.6%	
5154 HOME HEALTH	1,213,616	1,213,616	768,311.98	106,991.76	48,492.31	396,811.71	67.3%	
5158 HEALTH PROMOTION-COMMUNITY	0	0	78.20	.00	.00	-78.20	100.0%	
5159 HEALTH CHECK	38,749	38,749	30,464.93	3,046.55	.00	8,284.07	78.6%	
5160 CHILD HEALTH	216,297	216,297	154,609.59	16,664.10	197.70	61,489.71	71.6%	
5161 CHILD SERVICES COORDINATION	53,515	53,515	36,821.98	3,596.83	.00	16,693.02	68.8%	
5163 MATERNAL HEALTH	173,194	171,562	44,201.03	5,392.13	.00	127,360.97	25.8%	
5164 FAMILY PLANNING	177,470	177,809	123,110.44	13,493.28	1,922.65	52,775.91	70.3%	
5165 ADULT HEALTH-HEALTH PRO CLINI	10,969	10,969	5,093.08	402.01	.00	5,875.92	46.4%	
5166 HEAD START	40,806	38,341	26,469.33	2,576.16	.00	11,871.67	69.0%	
5167 WIC- GENERAL ADMINISTRATION	13,448	13,448	10,483.74	1,236.66	303.51	2,660.75	80.2%	
5168 WIC - EDUCATIONAL	42,820	42,820	33,006.33	3,959.68	316.11	9,497.56	77.8%	

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FOR 2014 10

ACCOUNTS FOR:	ORIGINAL	REVISED					AVAILABLE	PCT
11 GENERAL FUND	APPROP	BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	BUDGET	USED	
5169 WIC - CLIENT SERVICES	97,196	97,196	78,988.26	8,269.07	188.75	18,018.99	81.5%	
5170 WIC - BREAST FEEDING	5,787	5,787	3,475.42	411.67	.00	2,311.58	60.1%	
5171 WIC - BREAST FEEDING PEER	0	8,000	5,276.72	505.34	.00	2,723.28	66.0%	
5173 WISE WOMAN PROJECT	15,164	14,302	7,353.80	714.79	.00	6,948.20	51.4%	
5178 PREPARED & RESPON.BIOTERRORIS	40,243	40,243	30,943.72	4,667.36	1,809.75	7,489.53	81.4%	
5180 ENVIRNOMENTAL HEALTH	181,847	182,138	142,586.27	12,968.82	.00	39,551.73	78.3%	
5190 ELDERLY & HANDICAPPED	66,574	66,574	79,077.78	11,463.86	.00	-12,503.78	118.8%	
5194 HOME DELIVERED MEALS	122,042	119,117	68,808.20	6,679.99	2,512.62	47,796.18	59.9%	
5196 HOME & COMMUNITY CARE BLOCK G	140,000	116,219	78,015.78	8,353.94	.00	38,203.22	67.1%	
5197 HEALTH - AIDS CONTROL	29,426	29,426	16,610.04	2,172.25	64.34	12,751.62	56.7%	
5210 CONTRIBUTION TO MENTAL HEALTH	77,614	77,614	71,146.13	12,935.66	.00	6,467.87	91.7%	
5311 DSS- (DEPT OF SOCIAL SERVICES	2,145,612	2,145,612	1,788,010.00	357,602.00	.00	357,602.00	83.3%	
5809 OFFICE ON AGING-SPECIAL PROJS	0	989	.00	.00	.00	989.00	.0%	
5811 OFFICE ON AGING	60,498	60,498	49,052.96	5,156.16	.00	11,445.04	81.1%	
5815 FAMILY CARE GIVER	0	0	14.88	.00	.00	-14.88	100.0%	
5820 VETERANS' SERVICE	52,419	52,419	27,391.74	4,057.64	.00	25,027.26	52.3%	
5833 CBA-AIM & BMB	100,944	100,944	75,525.26	7,499.04	.00	25,418.74	74.8%	
5850 SPECIAL PROJECTS	7,632	7,632	7,182.00	.00	.00	450.00	94.1%	
0 NORTHAMPTON CO PUBLIC SCHOOLS	3,502,988	3,502,988	3,192,625.51	603,361.30	.00	310,362.49	91.1%	
0 COMMUNITY COLLEGE	24,000	24,000	24,000.00	.00	.00	.00	100.0%	
6110 LIBRARY	136,555	136,555	125,175.38	22,759.16	.00	11,379.62	91.7%	
6120 RECREATION	241,231	266,590	178,975.11	23,009.88	8,378.00	79,236.89	70.3%	
6121 RECREATION PROGRAMS EXPENSE	10,000	10,000	4,947.59	384.09	.00	5,052.41	49.5%	
6123 NORTHAMPTON CULTURAL ART C	0	11,019	6,085.96	948.51	.00	4,933.04	55.2%	
6140 MUSEUMS	3,000	3,000	.00	.00	.00	3,000.00	.0%	
8218 INSURANCE	-35,233	-35,233	17,154.02	.00	.00	-52,387.02	-48.7%	
9800 TRANSFER TO OTHER FUNDS	1,366,972	1,366,972	.00	.00	.00	1,366,972.00	.0%	
9910 CONTINGENCY	50,000	20,775	.00	.00	.00	20,775.00	.0%	
TOTAL GENERAL FUND	0	13,000	-4,231,424.97	1,418,908.36	178,732.10	4,065,692.87*****		
TOTAL REVENUES	-25,419,538	-26,082,371	-23,074,910.69	-999,729.96	.00	-3,007,460.31		
TOTAL EXPENSES	25,419,538	26,095,371	18,843,485.72	2,418,638.32	178,732.10	7,073,153.18		

4,231,424.97
 1366 972.00
 2,864,452.97
 dist payment

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FOR 2014 10

ACCOUNTS FOR:	ORIGINAL	REVISED					AVAILABLE	PCT
80 DEPARTMENT OF SOCIAL SER	APPROP	BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	BUDGET	USED	
3531 DSS-FEDERAL/STATE REVENUE	-4,729,646	-4,729,646	-3,328,097.91	-687,731.51	.00	-1,401,548.09	70.4%	
3539 DSS-COUNTY REVENUE	-2,150,297	-2,150,297	-1,795,658.43	-357,852.00	.00	-354,638.57	83.5%	
5311 DSS- (DEPT OF SOCIAL SERVICES	4,870,926	4,870,926	3,728,296.49	384,214.11	9,343.39	1,133,286.12	76.7%	
5346 DSS FED & STATE EXPENDITURES	1,473,266	1,473,266	1,074,218.34	114,568.07	6,556.40	392,491.26	73.4%	
5390 DSS COUNTY EXPENDITURES	535,751	535,751	397,003.95	36,585.98	616.16	138,130.89	74.2%	
TOTAL DEPARTMENT OF SOCIAL SER	0	0	75,762.44	510,215.35	16,515.95	-92,278.39	100.0%	
TOTAL REVENUES	-6,879,943	-6,879,943	-5,123,756.34	-1,045,583.51	.00	-1,756,186.66		
TOTAL EXPENSES	6,879,943	6,879,943	5,199,518.78	535,368.16	16,515.95	1,663,908.27		

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FOR 2014 10

ACCOUNTS FOR:		ORIGINAL	REVISED				AVAILABLE	PCT
61	ENTERPRISE FUND	APPROP	BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	BUDGET	USED
<hr/>								
3710	ENTERPRISE REVENUE	-2,531,365	-2,531,365	-1,894,172.59	-9,164.64	.00	-637,192.41	74.8%
3910	DEBT REFUNDING REVENUE	0	-38,306	.00	.00	.00	-38,306.00	.0%
7110	ENTERPRISE FUND	2,531,365	2,569,671	1,569,468.90	183,323.25	2,585.18	997,616.92	61.2%
	TOTAL ENTERPRISE FUND	0	0	-324,703.69	174,158.61	2,585.18	322,118.51	100.0%
	TOTAL REVENUES	-2,531,365	-2,569,671	-1,894,172.59	-9,164.64	.00	-675,498.41	
	TOTAL EXPENSES	2,531,365	2,569,671	1,569,468.90	183,323.25	2,585.18	997,616.92	

324,703.69
175,217.00

499,920.69

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FOR 2014 10

ACCOUNTS FOR:	ORIGINAL	REVISED				AVAILABLE	PCT
66 SOLID WASTE	APPROP	BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	BUDGET	USED
3710 ENTERPRISE REVENUE	-2,267,927	-2,295,802	-2,100,935.79	-87,835.21	.00	-194,866.21	91.5%
4720 SOLID WASTE	2,267,927	2,295,802	1,867,651.78	187,971.63	840.00	427,310.22	81.4%
TOTAL SOLID WASTE	0	0	-233,284.01	100,136.42	840.00	232,444.01	100.0%
TOTAL REVENUES	-2,267,927	-2,295,802	-2,100,935.79	-87,835.21	.00	-194,866.21	
TOTAL EXPENSES	2,267,927	2,295,802	1,867,651.78	187,971.63	840.00	427,310.22	

MICROCOMM Service Contract Agreement, Waste Disposal Service Agreement for Landfill, Phase V Water System Improvement:

Mr. Jason Morris, Public Works Director, appeared before the Board to obtain approval for the authorization to enter into a new service agreement with MICROCOMM for the upcoming Fiscal year 2014/2015.

MICROCOMM originally supplied the water scada system in 2002, and according to Mr. Morris, they are the best candidates to enter into a service contract with to keep the system maintained.

A motion was made by Joseph Barrett that the Board approve to enter into a service agreement with MICROCOMM for the amount of \$6,250 annually to be renewed on a yearly basis.

Question Called: *All present voting yes.* **Motion carried.**

Mr. Morris also asked the Board for approval for the authorization to enter into a new service agreement with Waste Industries for the disposal of waste at the Northampton County Landfill Convenience Site.

Mr. Morris received three different proposals, but Waste Industries had the best rates. There was a lengthy discussion of the terms and conditions of the Service Agreement. Under the “service fees” section of the agreement, if Waste Industries’ disposal rate increases, they can then pass the increase onto the county. However, Mr. Morris explained that the rate per haul fee as well as the monthly rental on the containers is set, but as mentioned earlier, the disposal rate can change.

There was also some language in the “terms” section of the agreement that the Board was not satisfied with. It indicated that if the county decided to cancel the agreement, there would be charges or fees owed to Waste Industries.

Commissioner Spruill wanted to be guided by the County Attorney on this matter. Mr. Vaughan confirmed that the other contracts that the county has can be terminated at any time, with no cost to the county.

Mr. Morris asked the Board if they would like for him to negotiate further with Waste Industries, to put new terminology in the agreement. The Board suggested that Mr. Morris do that, then allow Mr. Vaughan to take a look at the new agreement.

A motion was made by Virginia Spruill and seconded by Chester Deloatch to table this discussion. **Question Called:** *All present voting yes.* **Motion carried.**

Finally, Mr. Morris asked that the Board approve the authorization to delete part of segment 5W (US 301 Reid Road to Serenity Lane including Serenity Lane) and add Jane Lane and Taylor Lane (part of Taylor Acres Subdivision) at the intersection of Big John Store Rd. and Hickory Tree Rd.

Mr. Morris mentioned that he has been unable to obtain an easement with the landowner for Serenity Lane. This water line was part of a segment that was previously approved. Mr. Morris found that after the area had been approved, around 2001 to 2003, a subdivision was put up

along Big John Store Rd. and Hickory Tree Rd. Public Works has had four customers on Jane Lane to sign up, and two customers have inquired about hook ups on Taylor Lane. There was no plan to install a water line on the two subdivision roads. Mr. Morris is recommending to remove the line along US 301 to Serenity Lane due to the fact that they could not get an easement.

He is suggesting to place two inch water lines on both Jane and Taylor Lanes to potentially obtain 17 customers.

Mr. Morris could not obtain the easement because the owner wanted to receive compensation. Mr. Morris highly recommended that we not compensate for easements on a private road.

The owner of Taylor Lane and Jane Lane is willing to have the water line put in.

Vice-Chairwoman Greene suggests that Mr. Morris go back to the owner of Serenity Lane to negotiate with the property owner. This was what County Attorney Vaughan suggested.

A motion was made by Virginia Spruill to approve the recommendation from the Public Works Department that the Board of Commissioners approve to delete part of segment 5W (US 301 Reid Road to Serenity Lane including Serenity Lane) and add Jane Lane and Taylor Lane (part of Taylor Acres Subdivision) at the intersection of Big John Store Rd. and Hickory Tree Rd.

Question Called: 3 yes (Commissioners Spruill, Barrett, and Carter), 2 no (Commissioners Deloatch and Greene). **Motion carried.**

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

DECISION PAPER

To: Northampton County Board of Commissioners

From: Jason S. Morris, Director Public Works

Date: May 19, 2014

Reference: MICROCOMM Service Contract Agreement

Purpose: The purpose of this Decision Paper is to obtain approval by the Board of Commissioners for the authorization to enter into a new service agreement with MICROCOMM for the upcoming Fiscal year 2014/2015.

Facts:

1. The Water and Sewer Division's MICROCOMM water scada system was originally installed in July 2002.
2. We currently have twenty three (23) water sites that are monitored by this scada system.
3. These sites include: Water Booster Pump Station sites, Well sites, Water Tank sites, and the Base Station site.

Discussion: This agreement could reduce the maintenance cost of having to replace technical items as they near the end of their intended life cycle. With the age of the current MICROCOMM scada system issues could arise from malfunctioning equipment that would prevent the needed monitoring of the water system. Replacement parts for the very technical items can get very costly. The cost of \$6,250.00 will be placed in the upcoming 2014/2015 budget.

Recommendation: Public Works Department recommends the Board of Commissioners approve to enter into a service agreement with MICROCOMM for the amount of \$6,250.00 annually to be renewed on a yearly basis.

Respectfully submitted,



Jason S. Morris
Director, Public Works

Coordination:

Finance Officer

Concur Dot Visk 5-12-14

Non-concur _____

Concur with comment _____

County Manager

Concur Kimberly L. Dean 5/13/14

Non-concur _____

Concur with comment _____

Action by Decision Makers

Approved _____

Disapprove _____

Other _____



15895 S. Plumm Rd.
Olathe, KS 66062
(913) 390-4500
FAX: (913) 390-4550
www.micro-comm-inc.com

March 18, 2014

Attn. Chris Wheeler
North Hampton County Public Works
PO BOX 68
Jackson NC 27845
Fax.252-534-1525

Re: Extended Service Warranty Proposal

Dear Chris

According to our records, your Micro-Comm telemetry system (Job number(s) 02-031 is no longer under warranty. We would like to let you know that we can provide a **service contract** for \$6250.00 annually that will cover all Micro-Comm manufactured parts even if they are damaged by lightning! Plus, under the terms of the service contract you will pay a reduced labor rate of \$90/hr in the event travel to your site is required.

Since most *insurance companies* don't understand telemetry, it is impossible to purchase this type of coverage from anyone else. Likewise, your insurance money is best spent to cover vandalism, flooding, accidents, etc.

The service contract program was designed with you in mind-for example, one of your Micro-Comm telemetry units is down and you need parts. Simply give us a call and the parts will be immediately shipped to you for free. Simply return the broken parts so they may be repaired and returned to stock for future use.

Please read and review the following:

Terms and Conditions of the Service Contract:

1. Micro-Comm, Inc. shall be liable only for the cost or repair of any Micro-Comm manufactured equipment including radio, power supply, and associated equipment required for system operation as designed (see #4 below). In the event that the equipment is defective or if the equipment is damaged by lightning. Customer shall supply labor for removal and installation of equipment at customer's premises. Return of defective equipment to Micro-Comm is the customer responsibility.
2. This contract is void and **does not apply** if damage is caused by improper installation, improper maintenance, accident, alteration, abuse, or misuse, (by other than Micro-Comm, Inc. or its designates).
3. Micro-Comm's sole obligation in case of its equipment failure will be to provide the service specified above. Micro-Comm will not be liable for any consequential or incidental damage to *any other manufacturers* equipment arising from Micro-Comm equipment failure.
4. The contract is for **Micro-Comm manufactured parts only**. The following list is an example of items **not** covered: PLC's; BW probes and relays; Chart recorders, pens and paper; Phase monitors and pump alternators; Flow meters and flow sensors; Chemical feed and chemical monitoring equipment; Portable/Mini monitors; Phone dialers; light bulbs; computers, keyboards, monitors, external modems and printers; external wiring/cabling.
5. The Service Contract coverage provided by Micro-Comm, Inc. begins when current system warranty ends and provides coverage for one calendar year from warranty end date. Warranty end

date will be extended when a signed copy of Service Contract and payment are received. Non-Warranty Customer warranty date will be assigned when a signed copy of Service Contract and payment are received. Service Contract coverage will be for one calendar year from assigned warranty date.

Micro-Comm's *normal* service charge is \$125/hour with a four hour minimum, plus \$50/hour travel-time and expenses, or \$1250/day plus \$50/hour travel-time and expenses. **Under the terms of this service contract, a reduced service rate will be offered: \$90/hour with a four hour minimum, plus \$40/hour travel-time and all expenses, or \$900/day plus \$40/hour travel-time and all expenses.**

Should you choose to purchase/renew this service contract **YOU MUST** complete the form below and return this letter to us with a check payable to Micro-Comm, Inc. Please write Service Contract on you check. If you have any questions, feel free to contact me at any time.

Sincerely,

MICRO-COMM, INC.



Mark Stockton
Service Manager

Enclosure

I have read and fully understand the terms and conditions of the Service Contract as stated above.

Accepted by: _____

Date: _____

Amount of Check Enclosed: _____

DECISION PAPER

To: Northampton County Board of Commissioners

From: Jason S. Morris, Director Public Works

Date: May 19, 2014

Reference: Waste Industries Service Agreement for Landfill

Purpose: The purpose of this Decision Paper is to obtain approval by the Board of Commissioners for the authorization to enter into a new service agreement with Waste Industries for the disposal of waste at the Northampton County Landfill Convenience Site.

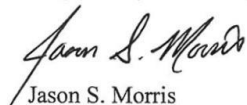
Facts:

1. There currently is no service agreement for disposal services provided at the Landfill Convenience site.
2. The current cost for disposal of waste from this site is calculated to be \$73.12 per ton based on a six month average.
3. Proposal were received from the following:
 - a. Waste Industries
 - b. Republic Services
 - c. Unity of the Carolina's, Inc.
4. The Term of the service agreement will be sixty (60) months.

Discussion: Based upon proposals received, Waste Industries offers the most cost savings to the department for the cost of disposal of waste. This agreement would reduce our current cost of \$73.12 per ton to near \$68.00 per ton based on a six month average. The Solid Waste Division will continue to monitor these costs associated with the disposal of waste received at the Landfill.

Recommendation: Public Works Department recommends the Board of Commissioners approve to enter into a service agreement with Waste Industries for a term of sixty (60) months.

Respectfully submitted,



Jason S. Morris
Director, Public Works

Coordination:

Finance Officer

Concur At Vido 5-12-14

Non-concur _____

Concur with comment _____

County Manager

Concur _____

Non-concur _____

Concur with comment Kimberly L. De 5/13/14
the service agreement does not reflect the
"68 per ton change"

Action by Decision Makers

Approved _____

Disapprove _____

Other _____



SERVICE AGREEMENT

Contract Effective Date 7/1/2014
 Service Start Date 7/1/2014

Agreement ID 00086106
 Agreement Type Renewal

Phone (252) 536-2681 Fax (252) 536-2681
 2211 Hwy 301 N Halifax, NC 27839

Customer Information

Legal Name _____ Account Number 000251764 Tax ID # _____

Service Information

Company NORTHAMPTON CO-LANDFILL

Address LANDFILL SITE

City JACKSON State NC Zip 27845

Phone # (252) 534-6731 Fax # _____

Contact JASON MORRIS

Email _____

Billing Information

Company NORTHAMPTON COUNTY LANDFILL

Address PO Box 68

MELVIN

City JACKSON State NC Zip 278450068

Phone # (252) 534-6731 Fax# _____

Contact JASON MORRIS

Requested Service Days

Qty	Cont. Size	Frequency	Rate Per Haul	Disposal Rate/Ton	Monthly Rental	Weight	M	T	W	TH	F	S	SU	Service Desc	Monthly Charge
4	30 yard	On-Call	\$95.00	\$52.50	\$100.00									Roll Off Trash	\$100.00
Fees Relocation Fee: \$75.00 Trip Fee: \$75.00 Oil Energy Fee: EXEMPT															

Terms 60 Months Total \$25.00

Monthly charge will vary based on number of hauls and/or disposal

Special Comments _____

I have fully read and understand and initialed the terms and conditions on Pg 2 of this agreement.

Customer

Authorized Signature X

Print Name & Title X

Date X

WI Representative

Authorized Signature _____

Print Name & Title Christopher Williams, General Manager

Date _____

SERVICE AGREEMENT

Company NORTHAMPTON CO-LANDFILL

TERMS AND CONDITIONS:

I. DUTIES AND RESPONSIBILITIES OF SERVICE PROVIDER:

- A. **SERVICE:** We will provide You with the Equipment and Service Levels specified on the reverse side of this page. You grant to Us the exclusive right to collect and dispose of Proper Waste Materials, and You agree to make the payments to Us as provided herein and on the reverse side of this page.
- B. **CHANGES IN SERVICES:** Changes in services provided by Us or in the fees and charges paid by You may be made only by a written agreement between You and Us. If You relocate to a location within Our service area, We will continue Our services to You and this Agreement will continue to be binding obligation on You and Us.
- C. **EQUIPMENT:** We will deliver and install the Equipment at a site You designate within Our service area. We will collect and dispose of all Proper Waste Materials deposited by You in the Equipment in those intervals specified by You on the reverse side of this page. We will maintain and service the Equipment for use under normal operating conditions.
- D. **TITLE:** Title to all Proper Waste Materials including Recyclable Materials will transfer to Us when You place such materials in the Equipment. You will be responsible for all liabilities that relate to Your disposals or recyclables, including any fines or penalties for improper disposal or disposal of Hazardous Materials.
- E. **DISPOSAL:** We will dispose of Waste in a manner consistent with all applicable laws, regulations and ordinances. Unless otherwise specified on the reverse side of this page, We will use a disposal facility (landfill, transfer station, etc.) that meets all legal requirements and is most cost effective to Your location as determined by Us.

II. DUTIES AND RESPONSIBILITIES OF CUSTOMER:

- A. **SERVICE FEE:** You will pay on a monthly basis, the service fees and charges designated on the reverse side of this page, plus such adjustments as are calculated below:

(1) **Sales Tax, Use Tax, Fees and Surcharges:** You will be responsible for any and all sales tax, use tax, fees, surcharges and other charges imposed in connection with services provided under or arising out of this Agreement including, without limitation, charges imposed for Waste collection, transportation and disposal. The fees and charges under the Agreement will, at Our option, be increased by the amount of these taxes, fees and surcharges, and You will be responsible for paying such increased amount.

(2) **Adjustments:** Because disposal, processing and fuel costs are a significant portion of the costs of Our services provided hereunder, We may increase the schedule of charges proportionately to reflect any increase in such costs, plus an appropriate mark-up. We may also adjust the schedule of charges based on other factors, including, without limitation, increases in landfill fees, the Consumer Price Index, the Transportation Index and/or other similar benchmark indices. Where the schedule of charges includes disposal as a component of the charges, disposal will mean the posted gate rate for the disposal at the disposal facility that We utilize plus an appropriate mark-up. You and We agree that the schedule of charges is based upon the estimated average Waste weight that is specified on the reverse side of this page for each cubic yard. If Your Waste exceeds the average Waste weight agreed to herein, We may increase the schedule of charges proportionately to reflect the additional average Waste weight. Subject to Your approval, the fees may be adjusted for other reasons.

(3) **Terms:** You agree to pay Us the fees set forth herein in accordance with the payment terms of Our invoice. We reserve the right to charge a late fee in an amount equal to the maximum amount allowed by law. In the event any charges You owe Us are required to be collected by or through an attorney, in addition to the principal and interest owing, You will pay an amount equal to the maximum amount allowed by applicable law for attorneys' fees incurred, plus any expenses of litigation.

B. **CARE OF EQUIPMENT:** The Equipment We will furnish to You will remain Our property. You acknowledge that You have care, custody and control of the Equipment and will be responsible for any loss or damages resulting from Your possession, use, handling and operation of the Equipment except for normal wear and tear. You will not overload by weight or volume, or move or alter the Equipment and You will take reasonable precautions to prevent others from doing the same. You will use the Equipment only for its intended purpose. On collection day, You will provide unobstructed access to the Equipment. If the Equipment is inaccessible or overloaded by weight or volume, Your service will be subject to an additional charge. You will provide the access to be used by Us and You warrant that any right of way provided by You for the Equipment and Our vehicles required to perform the services will be sufficient to bear the weight of the Equipment and Our vehicles. We will not be responsible for damage to Your driving surfaces resulting from the weight of Our vehicles or Equipment.

C. **INDEMNITY:** We agree to indemnify and hold You harmless from and against any and all claims, demands, actions, fines, penalties, expenses and liabilities (including reasonable attorneys' fees) ("Losses") incurred by You as a result of bodily injury (including death), property damage, or violation of law, to the extent caused by any negligent act, negligent omission or willful misconduct of Us, which occurs during Our provision of services to You under this Agreement; provided that Our indemnification obligation will not apply to occurrences involving Waste other than Proper Waste Materials or involving the negligence or willful misconduct of You, Your employees, representatives and contractors. You agree to indemnify and hold Us harmless from and against any and all Losses incurred by Us arising out of Your breach of this Agreement; the negligent acts omissions or willful misconduct of You, Your employees, representatives or contractors; disposal of Waste other than Proper Waste Materials in the Equipment; and Your use, operation or possession of any of the Equipment furnished by Us.

D. **TERM:** This Agreement is entered into upon the date signed by You and Us. The term of this Agreement will be 60 months beginning on the date service begins, as reflected on the reverse side of this page (the "Effective Date"). This Agreement will automatically be renewed for successive 60 month terms without further action by You or Us unless canceled by either party in writing sent by certified mail, hand delivery, or nationally recognized overnight express delivery at least 90 days but no more than 180 days, prior to the end of the initial term or any renewal term. We may terminate or suspend the Agreement immediately if You fail to pay for services rendered within the payment terms, or if You breach any other term of this Agreement. Upon termination of the Agreement for any reason, We may enter upon Your property and remove the Equipment at any time. Repossession of the Equipment may be accomplished without judicial process and without prior notice. If You are not in any breach of any provision of this Agreement, You may terminate the Agreement before the expiration of the term if You pay as liquidated damages, and not as penalty, a sum equal to the total amount of fees and charges charged to You and all related Recyclable Materials revenues received by Us with respect thereto the six (6) month period immediately preceding Your request for termination of the Agreement. If a six (6) month period has not been established, liquidated damages will be defined as six (6) times Your expected monthly fees, charges and Our related Recyclable Materials revenues. You and We acknowledge and agree that Our actual damages for an early termination of the Agreement would be impossible to accurately estimate or calculate and the amount stated herein as liquidated damages is a fair and reasonable estimate of the probable loss that We would sustain if You terminate this Agreement early.

E. **RIGHT OF FIRST REFUSAL:** You hereby grant to Us a right of first refusal to match any offer relating to services similar to those provided by Us hereunder which You receive (or intend to make) upon termination of this Agreement for any reason, and You will give Us prompt written notice of any such offer and a reasonable opportunity to respond.

III. **MISCELLANEOUS:** The provisions of this Agreement will be binding upon and inure to the benefit of You and Us and our respective successors and permitted assigns. The indemnities contained herein will survive the termination of this Agreement. Signatures to this Agreement are valid whether original, copied or faxed and this Agreement may be signed in counterparts, all of which will constitute one original. This Agreement will be binding on the party on the reverse side of this page whether signed by an authorized officer or an agent of the party. You may not assign this Agreement or any of Your rights or obligations hereunder without Our prior written consent. For purposes of this Agreement, "assignment" will include sale of more than 50% of Your voting securities, merger, or other assignment by operation of law. Any provision of this Agreement which is unenforceable under applicable law will be ineffective to the extent that it is prohibited or unenforceable without invalidating the remainder or any portion or provision of this Agreement. The parties hereto agree that this Agreement is made and entered into in the State of North Carolina and will be constructed and controlled under the laws of North Carolina. We will not be deemed to have waived any of Our rights or remedies unless the waiver is in writing and signed by Us. This Agreement may not be waived, changed, discharged or terminated orally or by any course of dealing between the parties, but only by an instrument in writing signed by the party against whom any waiver, change, discharge or termination is sought. This Agreement supersedes all prior and contemporaneous agreements between the parties with respect to all matters contained in this Agreement (including, but not limited to, any prior written agreements respecting the Equipment) and this Agreement constitutes the sole and entire agreement between the parties hereto with respect to the subject matter hereof.

IV. **DEFINITIONS:** The following terms, as used in this Agreement, will have the meanings specified in this paragraph:

- (a) "Service Provider" means Waste Industries or TransWaste as it applies;
- (b) "You" or "Your" means the customer named on the front page of this Agreement;
- (c) "Equipment" means all containers, stationary and self-contained compactors and other equipment provided to You by Us as specified on the reverse side of this page, all of which will remain Our sole and exclusive property;
- (d) "Hazardous Materials" means any substance that is toxic, ignitable, reactive, corrosive, acidic, radioactive, volatile, highly flammable, explosive, biomedical or infectious and that is regulated by any local government, State government or United States government, and includes any and all materials or substances that are defined as "hazardous waste", "extremely hazardous waste", or a "hazardous substance" pursuant to local, state or Federal law or regulation. Hazardous materials include, but are not restricted to, asbestos, polychlorinated biphenyls (PCB) and petroleum;
- (e) "Proper Waste Materials" or "Waste" means any solid waste material or substance which We can handle and transport without the requirement of a hazardous or toxic waste license or permit which does not contain Hazardous Materials and will include Recyclable Materials;
- (f) "Recyclable Material" means material which We determine can be recycled including, but not limited to, aluminum, glass, office paper, production paper, newspaper, cardboard and plastics;
- (g) "Service Levels" means the levels of service to be provided to You by Us, as specified on the reverse side of this page, as amended from time to time; and
- (h) "We", "Us" or "Our" means Service Provider.

Customer Initials / Date _____

Sales Representative Initials / Date _____

DECISION PAPER

To: Northampton County Board of Commissioners

From: Jason S. Morris, Director Public Works

Date: May 19, 2014

Reference: Phase V Water System Improvements

Purpose: The purpose of this Decision Paper is to obtain approval by the Board of Commissioners for the authorization to delete part of segment 5W (US 301 Reid Road to Serenity Lane including Serenity Lane) and add Jane Lane and Taylor Lane (part of Taylor Acres Subdivision) at the intersection of Big John Store Rd. and Hickory Tree Rd.

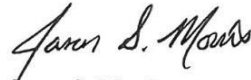
Facts:

1. Unable to obtain easement to install waterline along Serenity Lane where the county would have picked up the majority of users. 15 Potential customers total, 7 on Serenity Lane alone.
2. See Attached Cost estimate breakdown for major materials that would be used between Segment 5W and Jane/Taylor Lane.
3. Taylor Acres Subdivision was created after project investigation and plans were made.
4. Taylor Lane has 7 potential Customers and Jane Lane has 10 potential customers. 4 Customers have signed up on Jane Lane and 2 customers have inquired about hook-up on Taylor Lane.

Discussion: To install new 2" Water Main along Jane Lane and Taylor Lane the approximate cost per user is \$2,500.00.

Recommendation: Public Works Department recommends the Board of Commissioners approve delete part of segment 5W (US 301 Reid Road to Serenity Lane including Serenity Lane) and add Jane Lane and Taylor Lane (part of Taylor Acres Subdivision) at the intersection of Big John Store Rd. and Hickory Tree Rd.

Respectfully submitted,


Jason S. Morris
Director, Public Works

Coordination:

Finance Officer

Concur Dot Vick 5-12-14

Non-concur _____

Concur with comment _____

County Manager

Concur _____

Non-concur _____

Concur with comment Kimberly L. Deen 5/12/14

Please make sure that this is the most cost effective alternative that addresses the most potential customers to be served as well as taking into account the Commissioners' requests for water in other areas.

Approved _____

Disapprove _____

Other _____

301 and Serenity Lane

Desc.	QTY.	Cost/ Unit	Total
1 6" PVC Waterline	3340	\$6.70	\$22,378.00
2 2" PVC Waterline	700	\$4.25	\$2,975.00
3 Fire Hydrant	1	\$2,700.00	\$2,700.00
4 Flushing Hydrant	1	\$1,700.00	\$1,700.00
		Total	\$29,753.00

Taylor and Jane Lanes

Desc.	QTY.	Cost/ Unit	Total
1 2" PVC Waterline	1240	\$4.25	\$5,270.00
2 Flushing Hydrant	2	\$1,700.00	\$3,400.00
		Total	\$8,670.00

DDI Medical Technology Group Contract:

Mr. John White, Acting Health Director, appeared before the Board to request approval for the Health Department Nurse Family Partnership Program to enter into an agreement with DDI Medical Technology Group, LLC for the purpose of managing software developed with applications for patient disease and case management.

A motion was made by Fannie Greene and seconded by Joseph Barrett to approve the proposed agreement between DDI Medical Technology Group, LLC and the Northampton County Health Department Nurse Family Partnership for case management software license. **Question Called:** *All present voting yes.* **Motion carried.**

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



NORTHAMPTON COUNTY HEALTH DEPARTMENT

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



DECISION PAPER

TO: Northampton County Board of County Commissioners
FROM: Northampton County Health Department
DATE: May 19, 2014
RE: DDI Medical Technology Group, LLC

PURPOSE:

The purpose of this decision paper is to request the Board of Commissioners' approval for the Health Department Nurse Family Partnership Program to enter into an agreement with DDI Medical Technology Group, LLC for the purpose of managing software developed with applications for patient disease and case management.

FACTS:

1. DDI Medical Technology Group, LLC is a software company that focuses on delivering superior products and professional consulting services in the areas of finance, healthcare, environment, and government.
2. Through ongoing home visits, Health Department Nurse Family Partnership Program provides low-income, first-time mothers care and support needed to have a healthy pregnancy and is in need of a software system to assist them in meeting their patient's needs.
3. The State Agreement Addendum requires the NFP program to participate in data collection.
4. DDI medical technology Group offers a software system with applications to help these nurses achieve the required data collection for their case management.
5. The cost of the agreement is a license fee of \$7,500.00 for three years support and a monthly charge of \$0.50 per active NFP client.
6. Costs for this software program will be paid by Nurse Family Partnership State funding.
7. Two originals were sent to Kimberly Turner, Assistant County Manager, to go through the contract process on April 22, 2014.
8. The effective date of the program, upon approval, begins the May 1, 2014.
9. The contract was presented to and approved by the Board of Health at the May 8, 2014 meeting.

DISCUSSION:

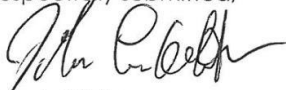
The Health Department's Nurse Family Partnership program (a collaboration which serves citizens in Edgecombe, Halifax, Hertford, and Northampton Counties) provides ongoing home visits to low-income, first-time mothers the care and support needed to have a healthy pregnancy. As a condition of the State Agreement Addendum, the program is required to maintain resource and referral systems that are kept current and made accessible to the team of nurse home visitors. They must also participate in data collection for federally mandated MIECHV (Maternal, Infant, and Early Childhood Home Visiting) program benchmarks by collecting and reviewing data using appropriate software. DDI Medical Technology Group has developed certain proprietary software with applications to meet the needs of the program's case management services. During the term of the agreement, DDI Medical Technology Group shall provide installation support, training, help desk support, error corrections consulting, and customization of existing assessment and encounter forms. As payment for the Software license and services, the NFP Program shall pay with State funding through the State Agreement Addendum a license fee of \$7,500.00, which is the total for the three year duration. There will be a monthly charge of \$0.50 per active NFP client, not to exceed \$100.00 per month.

The agreement was sent to Kimberly Turner, Assistant County Manager, to go through the contract process on April 22, 2014 and was presented to and approved by the Board of Health at the May 8, 2014 meeting.

RECOMMENDATIONS:

Recommend that the Northampton County Board of Commissioners approve the proposed agreement between DDI Medical Technology Group, LLC and the Northampton County Health Department Nurse Family Partnership for case management software license.

Respectfully submitted,



John L. White
Acting Health Director

COORDINATION:

County Manager:

Concur Kimberly L. Turner 5/12/14
Concur with Comment _____
Non-concur _____

Finance Director :

Concur Dot Nick 5-9-14
Concur with Comment _____
Non-concur _____

LICENSE AND SERVICES AGREEMENT

This License and Services Agreement hereinafter (the "Agreement") is entered into as of this 1st day of May 2014 (the "Effective Date") between DDI Medical Technology Group, LLC, ("DDI Medical Technology Group") and lead agency, Northampton County Health Department Northeastern NC Collaborative NFP Program (collaboration of Edgecombe, Halifax, Hertford, and Northampton County Health Departments) ("Licensee"). In this Agreement, DDI Medical Technology Group and Licensee shall sometimes be referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, DDI Medical Technology Group has developed certain proprietary software (the "Software") with applications for patient disease and case management, and

WHEREAS, the Software is a Web-based software application for patient monitoring, disease management, and case management; The Software will enable Licensee to gather patient information from Licensee electronic files, including registrations and diagnosis/billing data files, and disparate points of care and provide the information to Licensee to support their effort in managing the patient's condition, provided that the Software shall not be a substitute for any health care decision which shall be the sole responsibility of the health care provider; and

WHEREAS, DDI Medical Technology Group provides certain services in conjunction with the Software, and

WHEREAS, Licensee desires to license the Software and utilize certain services as set forth in this Agreement for the purposes of providing disease and case management services to certain patients, and

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Recitals

The above-referenced recitals are hereby incorporated into this Agreement as stated above.

2. License

DDI Medical Technology Group hereby grants Licensee a non-exclusive, non-transferable right to use the Software in accordance with this Agreement for the period beginning on the Effective Date and ending three (3) years thereafter. This license shall include the right for Licensee to operate and use the Software at facilities owned or leased by Licensee. Each Participating Practice shall be allowed to use the Software under the same conditions set forth in this Agreement as apply to Licensee. Any

Participating Provider's failure to comply with the terms of this Agreement shall be deemed a breach of this Agreement by Licensee. Licensee shall indemnify and hold DDI Medical Technology Group harmless from any claim and damage for Participating Physician's use of the Software other than as authorized by the terms of this Agreement. Nothing in this Agreement shall allow Licensee the right to allow use or access to the Software to any DDI Medical Technology Group competitor. The rights granted pursuant to this license are subject to the following limitations and obligations:

- A. Licensee shall receive the Software only in object code format.
- B. the Software shall only be installed on a computer located at a Licensee facility or at a contracted service provider facility where the software is used exclusively by Licensee.
- C. Licensee may use the Software only for its internal purposes. Licensee shall not use the Software to perform any data or information processing services for any third party in return for a fee or other pecuniary benefit of any kind.
- D. Licensee may keep one backup copy of the Software for archival purposes. Licensee shall not otherwise copy the Software for any reason.
- E. except as otherwise specifically set forth in this Agreement, Licensee shall not re-license, sublicense, or otherwise transfer or distribute to any person, any part of the Software, or any right, title or interest therein of any kind.
- F. upon termination of this Agreement, Licensee shall immediately cease use of the Software and erase all installed copies of the Software and destroy or return to DDI Medical Technology Group all user manuals or other documentation.
- G. Licensee acknowledges that it obtains no right, title or interest in any DDI Medical Technology Group copyright, trademark, patent or other proprietary right relating to the Software and agrees not to remove, alter, cover, or obscure any copyright, trademark, patent or other proprietary rights notice on the Software.
- H. Licensee shall not reverse engineer, decompile, disassemble or otherwise attempt to identify or create any derivative works of the Software. To the extent any such derivative works are created, then such works shall constitute work for hire and the title shall vest thereto in DDI Medical Technology Group. All Software shall remain the sole property of DDI Medical Technology Group

and Licensee shall be entitled only to those rights specifically granted hereunder.

- I. Licensee shall use the Software only for lawful purposes and in compliance with all applicable laws and regulations.

3. Services

During the term of this Agreement, DDI Medical Technology Group shall provide installation support, training, help desk support, error corrections consulting, customization of existing assessment and encounter forms. DDI Medical Technology Group shall provide software support during the hours of 8:30 AM to 5:00 PM Monday through Friday. Licensee is responsible for operation, uptime, and support of their hardware and system software. Routine requests by Licensee for Services shall be responded to by DDI Medical Technology Group within a reasonable time. Urgent requests for services will be responded to within three hours of any request. "Installation support" shall include all support necessary to install Software on Licensee's server and ensure that it is fully functional for all program needs including availability on line to authorized program users. The following Services shall be included:

- A. providing error corrections so as to correct any non-conformity of the Software with the printed Software documentation which DDI Medical Technology Group provides to Licensee ("Documentation");
- B. providing telephone consultation support to answer technical questions regarding the operation of the Software;

4. Licensee Responsibilities

Except as specifically set forth herein, Licensee shall be responsible for the operation and use of the hardware and system software. Licensee shall provide all hardware and systems software necessary for operation of the Software. Licensee is solely responsible for providing an environment that is suitable for the Software's installation and operation. Licensee further is solely responsible except as specifically set forth herein for each of the following:

- A. the use and operation of the Software in accordance with DDI Medical Technology Group's specifications;
- B. the Software's operational results;
- C. all data input into any Software;

- D. the use of the Software in compliance with applicable laws and regulations; and
- E. the suitability of the Software for Licensee' intended use.

5. Charges and Payment

As payment for the Software license and services granted hereunder, Licensee shall pay with State Funding through State Agreement Addendum DDI Medical Technology Group a license fee of \$7,500.00, which is the total for the three (3) year duration. Licensee is responsible for any state fees and/or sales taxes. There will be a monthly charge of \$0.50 per active Nurse Family Partnership (NFP) Program client, not to exceed \$100.00 per month. An invoice will be generated at the first (1st) of each month beginning the month after Agreement execution. The license fee is due and payable at execution of License Agreement.

6. Term and Termination

This Agreement shall commence on the Effective Date and continue for a period of three (3) years.

At any time, DDI Medical Technology Group may terminate this Agreement, if Licensee is in breach of any obligation under this Agreement and such breach is not cured within thirty (30) days of written notice of said breach. Licensee may terminate this Agreement if DDI Medical Technology Group is in breach of its obligations under this Agreement and such breach is not cured within thirty (30) days of written notice of said breach.

7. Warranties

DDI Medical Technology Group warrants that for the term of this Agreement, the Software will operate in substantial conformance within the Documentation. DDI Medical Technology Group warrants that at the time of delivery, the Software shall not infringe upon the patent, copyright or trademark of any other person. These warranties shall not apply to any breach resulting from operation or use of the Software, other than in accordance with DDI Medical Technology Group' specifications and Documentation or to alteration or modification of the Software by any person or entity other than DDI Medical Technology Group.

EXCEPT AS SPECIFICALLY SET FORTH ABOVE, ALL SOFTWARE AND SERVICES ARE PROVIDED AS IS, WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, DECISION DYMANICS EXPRESSLY

DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DATA INTEGRITY, ABSCENCE OF ANOMOLIES OR NONCONFORMITIES, ERROR-FREE OPERATION OR UNINTERRUPTED SERVICE.

8. LIMITATION OF REMEDIES

NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT, LICENSEE'S EXCLUSIVE REMEDY IN RESPECT OR RELATED IN ANY WAY TO ANY SOFTWARE OR SERVICES PROVIDED HEREIN SHALL BE FOR DDI MEDICAL TECHNOLOGY GROUP, AT ITS OPTION, TO EITHER:

- A. REPAIR OR CORRECT THE NONCONFORMITY WITHIN A REASONABLE TIME, OR
- B. REFUND TO LICENSEE ALL CHARGES OF ANY NATURE PAID BY LICENSEE TO DDI MEDICAL TECHNOLOGY GROUP DURING THE PERIOD IN WHICH THE SOFTWARE FAILED TO OPERATE AS WARRANTED IN RESPECT TO THE SOFTWARE.

9. LIMITATION OF DAMAGES

IF NOTWITHSTANDING THE PROVISIONS OF THIS AGREEMENT TO THE CONTRARY, LICENSEE IS ENTITLED TO DAMAGES IN RESPECT TO ANY CLAIM ARISING UNDER THIS AGREEMENT, THE TOTAL AMOUNT OF SUCH DAMAGES SHALL BE LIMITED TO THE AMOUNT WHICH LICENSEE HAS PAID TO DDI MEDICAL TECHNOLOGY GROUP PURSUANT TO THIS AGREEMENT. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL DDI MEDICAL TECHNOLOGY GROUP HAVE ANY LIABILITY FOR ANY INCIDENTAL CONSEQUENTIAL, PUNITIVE, SPECIAL DAMAGES OR DAMAGES FOR LOST PROFITS. THE PARTIES AGREE THAT THE PROVISIONS OF SECTIONS 7, 8 AND 9 ARE A FAIR AND REASONABLE ALLOCATION OF RISK AND THAT DDI MEDICAL TECHNOLOGY GROUP IS UNWILLING TO PROCEED WITH THIS TRANSACTION WITHOUT SUCH PROVISIONS.

10. Indemnification

Licensee and DDI Medical Technology Group agree to mutually indemnify, defend and hold each other and their shareholders, directors, officers, employees, agents and other representatives harmless from and against any damage, loss or expense or liability, including reasonable attorney's fees, directly or indirectly arising out of a breach of this Agreement by the indemnifying party or any negligent, grossly negligent, willful or wanton act on the part of the indemnifying party.

11. Confidentiality

Licensee and DDI Medical Technology Group agree that confidential information or materials of whatsoever nature provided under the terms and operation of this Agreement shall be deemed confidential and shall not be disclosed to any other person or entity. Licensee and DDI Medical Technology Group shall take such actions to preserve and protect the confidential information which, at a minimum, are equal to those actions taken by each Party to preserve and protect their most valuable trade secrets or other proprietary or Confidential Information. The terms of this Agreement also shall be considered Confidential Information. DDI Medical Technology Group will also exercise and abide by the Business Associate Agreement. Notwithstanding the above, any obligation of confidentiality shall not apply to any information which:

- A. was lawfully or rightfully in the Party's possession at the time of the disclosure, or
- B. was lawfully and rightfully acquired by the Party through proper means and through no breach of confidentiality, or
- C. is part of the public domain by publication or otherwise.

12. Attorney's Fees

In any action, proceeding or arbitration brought by either Party regarding this Agreement, the prevailing Party shall be entitled to the payment of reasonable costs and attorneys' fees.

13. Governing Law

This Agreement shall be governed and construed according to the laws of the State of North Carolina.

14. Force Majeure

Force Majeure is any cause or circumstance beyond the Party's control such as, but not limited to, acts of God, changes in government regulations, acts of governmental bodies or their employees or agents, weather, strikes, lockouts, boycotts and inability to secure labor or any materials, fire, transportation delays, unavoidable casualties, et cetera. All periods of time specified for performance of any obligation in this Agreement by either Party shall be subject to an extension for a period of time equal to the delay caused by Force Majeure provided that any obligation of payment hereunder shall not be extended because of Force Majeure.

15. Notices

Notices, requests, demands or other communications directed to a Party shall be in writing and shall be personally delivered or sent by certified, return receipt requested, registered mail, postage prepaid or via nationally recognized overnight delivery service to the following addresses:

Northeastern NC Collaborative NFP Program
Attention of John L. White
9495 NC 305 Hwy
Jackson, NC 27845

DDI Medical Technology Group, LLC
Attention of Glenn Thames
PO Box 2078
Lexington, SC 29071

16. Waivers

The failure of either Party to insist upon strict performance of any term or condition of this Agreement shall not be deemed a waiver of any rights or remedies of such Party in respect to any other provision or in respect of any subsequent breach or default under such term or condition.

17. Effect of Agreement

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors and permitted assigns.

18. Assignment

Neither party shall be entitled to assign this Agreement nor any right granted hereunder without the express written permission of the other party.

19. Amendments

This Agreement shall not be modified, altered or amended except by written amendment executed by all Parties.

20. Relationship with the Parties

The Parties agree that in the performance of this Agreement, DDI Medical Technology Group is acting as an independent contractor and is not a partner, joint venturer, employee or agent of any other Party.

[Signature page to follow.]

IN WITNESS WHEREOF, THIS AGREEMENT IS EXECUTED AS OF THE
EFFECTIVE DATE.

DDI Medical Technology Group, LLC

By: _____

Print name: _____

Title: _____

Northeastern NC Collaborative NFP Program

By: _____

Print name: _____

This instrument has been pre-audited in the manner as

Per NC.G.S. 159-28 (a)


Finance Officer

Chairman Carter called for a five minute break.

A motion was made by Chester Deloatch and seconded by Virginia Spruill to recess regular session to enter into the Board of Equalization and Review. **Question Called: All present voting yes. Motion carried.**

Board of Equalization and Review:

Mrs. Cathy Allen, Tax Administrator, appeared before the Board to conduct the Northampton County Board of Equalization and Review.

A motion was made by Joseph Barrett and seconded by Virginia Spruill to approve the May 5, 2014 Board of E&R Minutes with amended changes. **Question Called: All present voting yes. Motion carried.**

Chairman Carter called upon citizens for 2014 Appeals of Value.

None were heard.

Mr. Carter recommended that Mrs. Allen make the appeal again.

Mrs. Cathy Allen made an announcement that this is the last opportunity as of 5:00 p.m. today that the tax office will be receiving valuation appeals for 2014. The office will honor letters postmarked by today as well.

A motion was made by Virginia Spruill and seconded by Joseph Barrett that the Board of Equalization and Review be adjourned for the purpose of receiving value of appeals for the tax year 2014 at 5:00 p.m. today. **Question Called: All present voting yes. Motion carried.**

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

Ad Valorem Tax Appeals, DMV Refunds, Rollback Tax Appeals, Board of Motor Vehicles:

Mrs. Cathy Allen, Tax Administrator, appeared before the Board to obtain action regarding a request for release to discovery tax bills assessed to unlisted business personal property equipment of Turner's Drive Inn on Business Equipment Discoveries.

There was a Board consensus that County Attorney Vaughan will pull the deed to see if it covers any equipment in the building. This issue will be tabled for now.

Mrs. Cathy Allen, also appeared before the Board to obtain action on interest appeal on tax bills 13A0602054, 13A0602054.1, and 13A0602054.2 in the amount of \$56.05 on behalf of Mr. Virgil C. Daniels, III.

A motion was made by Joseph Barrett and seconded by Virginia Spruill that the Board refund the \$56.05 to Mr. Virgil C. Daniels III. **Question Called: All present voting yes. Motion carried.**

Mrs. Allen also asked the Board for their approval to release or refund Ad Valorem taxes assessed in the amount of \$1,198.44 on twenty-six appeals.

A motion was made by Fannie Greene and seconded by Virginia Spruill that the Board approve the request for release or refund of the Ad Valorem Tax appeals submitted herewith in the amounts and for the reasons stated on the listings. **Question Called:** *All present voting yes.*

Motion carried.

Mrs. Allen also asked the Board for their action concerning whether Etta Hunter Hart has shown good cause for failure to make a timely application to receive Present Use Assessment on parcel 08-01417 for 2013.

Mr. William Hunter appeared before the Board on behalf of Etta Hunter Hart to plead his case for parcel 08-01417. Mr. Hunter mentioned that he requested an address change that did not take place. The letter from the tax office went to his previous New Jersey address instead of his current Roanoke Rapids, NC address. This is why Mr. Hunter was late in filing the application.

A motion was made by Virginia Spruill and seconded by Fannie Greene that the Board deny the late present use application on parcel 08-01417 for the year 2013. **Question Called:** *All present voting yes.* **Motion carried.**

Mrs. Allen also asked the Board for their action concerning whether Moses Hunter Heirs has shown good cause for failure to make a timely application to receive Present Use Assessment on parcel 08-00075 for 2013.

Mr. William Hunter, appeared before the Board again on behalf of Moses Hunter Heirs to plead his case for parcel 08-00075.

A motion was made by Virginia Spruill and seconded by Joseph Barrett that the Board deny the late present use application on parcel 08-00075 for the year 2013. **Question Called:** *All present voting yes.* **Motion carried.**

Mrs. Allen also asked the Board for their action concerning roll back bills on parcel 06-00777 owned by William C. Parker & Others.

Dr. John Parker came before the Board on behalf of the Parker family. Dr. Parker mentioned that the tax process may need to be more refined. He feels it is a little confusing to the citizens.

Mrs. Spruill noted that the County Attorney Mr. Vaughan has consulted with the North Carolina Courts in reference to this matter. The courts advised the Board not to comply with this request.

A motion was made by Virginia Spruill and seconded by Fannie Greene that the Board deny the appeal to release the rollback bills on parcel 06-00777. **Question Called:** *All present voting yes.* **Motion carried.**

A motion was made by Virginia Spruill and seconded by Fannie Greene to recess regular session. **Question Called:** *All present voting yes.* **Motion carried.**

A motion was made by Chester Deloatch and seconded by Fannie Greene to enter into the Motor Vehicle Board. **Question Called: All present voting yes. Motion carried.**

Finally, Mrs. Allen appeared before the Board to obtain action concerning the assessed value of \$13,000 applied on a 2006 SNBE trailer owned by Mr. James A. Alston on tax bill 08BT47564 dated July 16, 2008.

Mr. Alston was present and pleaded his case before the Board. He felt that the DMV made a mistake in identifying his trailer. They charged him for a motor home type of trailer, but he actually has a utility trailer. Mr. Alston filed an appeal, on the motor vehicle tax bill, and an adjustment was made that provided proof that he owned a utility trailer. However, Mr. Alston then requested a value adjustment on the tax bill, which was denied because his request was not made within the 30 day deadline.

A motion was made by Fannie Greene and seconded by Joseph Barrett that the Board make no adjustment to tax bill 08VBT47564. **Question Called: All present voting yes. Motion carried.**

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

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

Request Date and Time for Public Hearing-HCCBG and Management Matters:

Ms. Kimberly Turner, Interim County Manager, appeared before the Board to request a date and time for the HCCBG Public Hearing.

A date and time of June 2nd at 10:30 a.m. was given.

A motion was made by Joseph Barrett and seconded by Fannie Greene to hold the Public Hearing for HCCBG at the date and time given. **Question Called: All present voting yes. Motion carried.**

Ms. Turner also requested a date and time from the Board to hold its second budget work session. Ms. Turner suggested May 22, 2014 at 1:00 p.m. There was a Board consensus to hold the second budget work session on the date and time suggested.

Under management matters, Sheriff Jack Smith appeared before the Board to obtain approval to accept the Agency Agreement between the Northampton County Sheriff's Office and Leads Online.

A motion was made by Chester Deloatch and seconded by Virginia Spruill to accept the Sheriff's recommendation. **Question Called: All present voting yes. Motion carried.**

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



OFFICE OF THE SHERIFF NORTHAMPTON COUNTY

JACK E. SMITH, SHERIFF

P.O. BOX 176
JACKSON, NC 27845
Phone: (252)534-2611
Fax: (252)534-1408

To: Ms. Kimberly Turner

From: Sheriff Jack E. Smith

Date: 5/12/2014

Re: Leads Online

Purpose: To seek approval to accept the Agency Agreement between the Northampton County Sheriff's Office and Leads Online, an agreement dated April 1, 2014.

Leads operate and maintain an electronic reporting and criminal investigation system for receiving data for the use of law enforcement officers in their official duties. Leads acts in the capacity of an agent for such law enforcement agencies for the purpose of collecting, maintaining and disseminating data.

I request funding provided in the following manner:

\$712.00 for April 1, 2014 thru June 30, 2014 and

\$2,848.00 for July 1, 2014 thru June 30, 2015

The following Police Departments have agreed to give the Northampton County Sheriff's Office \$300.00 each per year for the use of Leads Online.

Gaston Police Department, Garysburg Police Department, Rich Square Police Department, Woodland Police Department, Seaboard Police Department and Jackson Police Department.

That is a total of \$1800.00 per year.

The amount owed for service from April 1 thru June 1, 2014 is \$712.00 and the total cost for a 15 month period is \$3560.00



6900 Dallas Parkway, Suite 825, Plano, TX 75024

leadsonline.com

T 972-361-0900

F 972-361-0901

1F 800-311-2656

AGENCY AGREEMENT

This LeadsOnline, LLC AGENCY AGREEMENT ("Agreement"), dated, April 1, 2014 ("Effective Date" is) made between Northampton County Sheriff's Office ("Agency") and LeadsOnline LLC ("Leads").

SCOPE OF AGREEMENT

Leads operates and maintains an electronic reporting and criminal investigation system for receiving Data for the use of Law Enforcement Officials in their official duties. Leads acts in the capacity of an agent for such Law Enforcement Agencies for the purpose of collecting, maintaining and disseminating Data.

Agency desires to utilize Leads' System to support its investigations.

Subject to the terms of this Agreement and in consideration of the mutual covenants stated below, the parties agree as follows:

1. Definitions

- 1.1 "Data" means all information provided by Reporting Business and Law Enforcement Agencies about transactions, including (but not limited to) the transaction number, item number, product UPC code, quantity and ingredients, make, model, property description, serial number, name, address, identification number, telephone number, date of birth and any images recorded during the course of a transaction according to official request, statutory requirement or otherwise.
- 1.2 "GLBA" means the Gramm-Leach-Bliley Act of 1999, together with the Privacy Rule and Safeguards Rule promulgated by the U.S. Federal financial institution regulators and the Federal Trade Commission.
- 1.3 "Law Enforcement Agency" means any agency duly authorized by municipal, state, county or federal government to enforce laws or investigate crimes.
- 1.4 "Law Enforcement Official" means a person employed and authorized by a Law Enforcement Agency to, in their official duties, access Data and/or submit Data for official use by Law Enforcement Agencies.
- 1.5 "Leads' System" is Leads' electronic reporting and criminal investigations system for receiving Data for access by Law Enforcement Officials.
- 1.6 "Reporting Business" shall mean any entity that records Data regarding (a) the receipt or sale of products regulated by law, including but not limited to the Combat Methamphetamine Act of 2005 and (b) the receipt or other disposition of merchandise or materials, and reports such Data for access by Law Enforcement Officials according to official request, statutory requirement or otherwise.

2. Responsibilities of Agency

- 2.1 Agency agrees that the protection of usernames and passwords used to access Leads services and any Data accessed via Leads by its Law Enforcement Official is the



6900 Dallas Parkway, Suite 825, Plano, TX 75024

leadsonline.com

T 972-361-0900

F 972-361-0901

TF 800-311-2656

responsibility of Agency. Agency agrees to maintain such information in a secure manner and to not provide login credentials to any other person.

2.2 Agency is responsible for the accuracy of information submitted by Agency's Law Enforcement Officials in registration for Law Enforcement Agency's accounts.

2.3 Agency agrees that accounts will be used only by the Law Enforcement Official to whom the account is registered.

2.4 Agency represents and warrants that it shall only access, use and disclose Data for use in Agency's official Law Enforcement Agency duties.

2.5 Agency agrees to not divulge Data or information obtained through Leads' System to anyone other than Law Enforcement Officials within Agency's Law Enforcement Agency, with the exception of disclosure necessary for the purpose of prosecution of crimes within Agency's jurisdiction investigated by Agency, and disclosure to the employee of the agency, Northampton County.

2.6 With regard to Data accessed from Leads' System, Agency agrees to comply with all applicable statutes, laws and regulations for use and disclosure of non-public personal information, including federal and state data security breach laws and the GLBA.

2.7 Agency will pay subscription fees according to the schedule set forth in Attachment 'A' which by this reference is incorporated herein.

3. Responsibilities of Leads

3.1 Leads agrees to operate and maintain the Leads System for the purpose of receiving Data for access only by Law Enforcement Officials.

3.2 Leads agrees to secure Data using administrative, technical and physical safeguards as set forth in applicable law, including the GLBA.

3.3 Leads agrees to provide use of Leads' System with the capabilities specified in Attachment 'A'.

4. Conditions for use of Leads' System

4.1 Leads' System and website, including but not limited to written materials, text, graphics, logos, software, functionality, icons and images are the exclusive proprietary property of Leads and are protected under the United States Copyright Act (17 U.S.C.), as well as by all applicable state and international copyright laws, and by the Lanham Act (15 U.S.C. §§1051-1141n). Agency Agrees to abide by any additional copyright notices, trademarks, information, or restrictions contained in any content on Leads' System and website. Leads' System and website may be used solely for the purposes expressly provided for herein, and no aspect of the Leads' System or website may be used for any other purpose whatsoever. Any other use is unauthorized and will constitute an infringement upon the proprietary rights of Leads. No authority to use any content on Leads' System, website, or any other intellectual or other property of Leads not expressly granted by this Agreement shall be implied.

4.2 Agency agrees to not decompile or otherwise copy or use content on the Leads' System or website or other proprietary information of Leads for purposes of reverse-engineering



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or reconstruction, and to not remove, overprint or deface any notice of copyright, trademark, logo, legend, or other notices from any materials Agency obtains from Leads' System or website.

4.3 Agency represents it is a Law Enforcement Agency.

4.4 Leads may modify or upgrade any aspect of Leads' System at any time without notice. Leads agrees to make commercially reasonable efforts to perform such modifications in a manner that is not disruptive to Agency.

4.5 Subject to the terms of this Agreement, Agency hereby appoints Leads as its agent for the sole purpose of collecting, maintaining and disseminating Data from Reporting Businesses. This agency appointment is effective as of the registration date of Agency's initial user.

4.6 Leads uses a number of checks to identify inaccurate or incomplete Data, but cannot and does not represent or endorse the accuracy or reliability of Data or other information submitted by Reporting Business and Law Enforcement Agencies. Data is provided by Reporting Businesses and Law Enforcement Agencies according to the laws and practices enforced in Reporting Businesses' jurisdiction using their proprietary operational software.

4.7 Leads will provide reasonable instructions to Reporting Businesses regarding uploading Data to the Leads' System, but is not responsible for ensuring their compliance with their Data reporting obligations.

4.8 Agency will not discourage Reporting Businesses from submitting Data via Leads.

5. Term

5.1 This Agreement will become effective as of the date first set forth above and remain in effect for three (3) years plus any initial partial year (the "Initial Term") or until termination by Leads or Agency as described below.

5.2 Neither party is obligated to renew this Agreement. Upon expiration of the Initial Term and any renewal term, Agency may renew this Agreement for an additional one-year term upon payment of an annual invoice submitted by Leads.

5.3 Following reasonable notice and cure period(s), either party may without further notice, terminate this Agreement if the other party (a) fails to perform any material obligation required under this Agreement or (b) violates any laws, rules or regulations related to this Agreement.

5.4 Agency may terminate this Agreement by providing 60 days' written notice to Leads prior to the next contract year if funding to make the next scheduled payment is not appropriated to the Agency for this Agreement.

6. Disclaimer and Indemnification

6.1 **EXCEPT FOR THE REPRESENTATIONS SET FORTH IN SECTION III OF THIS AGREEMENT, LEADS SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS, CONDITIONS, AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARISING BY STATUTE, OPERATION OF LAW, USAGE OF TRADE, CUSTOM, COURSE OF DEALING, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, THE IMPLIED**



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WARRANTY OF MERCHANTABILITY, MERCHANTABILITY, SATISFACTORY QUALITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND/OR ANY AND ALL OTHER IMPLIED WARRANTIES AND EXPRESS WARRANTIES (OTHER THAN THOSE SET FORTH HEREIN, IF ANY) WITH RESPECT TO LEADS' SYSTEM. LEADS' SYSTEM, INCLUDING ALL DATA, CONTENT, SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH LEADS' WEBSITE IS PROVIDED, AND ACCEPTED AND/OR USED, "AS IS" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND.

6.2 IN NO EVENT SHALL LEADS BE LIABLE FOR OTHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOSSES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, DOWNTIME COSTS, LABOR COST, OVERHEAD COSTS OR CLAIMS OF THE REPORTING BUSINESS, ITS AFFILIATES OR ANY OTHER THIRD PARTY, EVEN IF LEADS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, AT AN ABSOLUTE MAXIMUM, LEADS LIABILITY SHALL BE LIMITED TO THE AMOUNT OF MONEY IT IS PAID BY AGENCY TO LEADS.

6.3 Leads shall indemnify, hold harmless, protect and defend Agency and its officials, officers, employees, agents and authorized volunteers (the "Indemnified Parties") from and against all losses, liabilities, judgments, costs, expenses, damages (including damages to the Leads' System), attorney's fees, and other costs, including all costs of defense, arising from all suits of law or actions of every nature for or on account of the infringement of any trade secrets, patents, trademarks, copyrights or other proprietary right of any other party by reason of the use or integration of any proprietary materials, equipment, devices or processes, originally incorporated, or provided and used, by Leads in the performance of the services provided under this Agreement. Notwithstanding the foregoing, if the foregoing described losses, liabilities, judgments, costs, expenses, damages and the like arise due to the misuse of the Data or any other breach of this Agreement by Agency, Leads' liability under this paragraph shall be reduced proportionately by the amount of loss, liability, judgment, cost, expense, damage and the like arising due to such misuse or breach by Agency.

7. Miscellaneous

7.1 Neither party will be liable for any failure or delay in performing an obligation under this Agreement that is due to causes beyond its reasonable control, including any act that would be considered force majeure.

7.2 If any provision of this Agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement, unless Leads deems the unenforceable provision to be essential to this Agreement, in which case Leads may terminate this Agreement, effective immediately upon notice to Agency.

7.3 Leads reserves the right to disclose any information in response to an official government request or duly authorized subpoena.

7.4 Any waiver by Leads of a breach of any provision of this Agreement by Agency or delay in enforcing any rights shall not operate or be construed as a waiver of any other or subsequent breach by Agency.

7.5 This Agreement constitutes the entire agreement between the parties, and supersedes all prior agreements and understandings, written or oral, between the parties relating to

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discharged, in whole or in part, except by an agreement in writing signed by both parties. The mere acceptance of any work order, purchase order or other document containing provisions purported to modify or enlarge the obligations or liabilities of either party shall not be construed as acceptance of such provisions.

7.6 Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement. There are no third-party beneficiaries to this Agreement. The only persons who may enforce or benefit from this Agreement and any rights under this Agreement are Agency and Leads.

7.7 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflicts of laws provisions. Sole and exclusive jurisdiction and venue for any action or proceeding arising out of or related to this Agreement shall be an appropriate state or federal court located either in Dallas County or Collin County, Texas.

7.8 Neither party will assign its rights or duties under this Agreement without first providing written notice to the other party with at least 30 days to object to such assignment and in doing so, immediately terminate the Agreement without penalty.

LEADS

LeadsOnline LLC

Signature: 

Print Name: David K. Finley

Title: President & CEO

Date: 3/22/14Address: 6900 Dallas Parkway, Suite 825
Plano, Texas 75024

Tax ID: 42-1720332

AGENCY

Northampton County Sheriff's Office

Signature: 

Print Name: Sheriff Jack Small

Title: Sheriff

Date: 03-27-2014Address: P.O. Box 176
Jackson, NC 27845

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Northampton County Sheriff's Office
PO Box 176
Jackson, NC 27845

Attn: Capt. Chuck Hasty

Invoice #: 227850
Invoice Date: 5/1/2014
Customer #: NCNCSO
Terms: Due 07/1/14
Our Tax ID #: 42-1720332

INVOICE

Status:			P.O. Number:
FYIP0414			
Months	Description	Total	
12	LeadsOnline TotalTrack Plus Metal Theft Investigation System: PowerPlus - Renewal	2,848.00	
<p>NEW! Please update your billing contact information online: http://www.leadsonline.com/main/billing/</p> <p>Contract Dates: 07/1/14 - 06/30/15</p>			
Thank you for your subscription. Please remit payment to: LeadsOnline, 6900 Dallas Parkway, Suite 825, Plano, TX 75024			
To pay by credit card, please call 972-331-7748 We accept American Express, Visa, MasterCard, and Discover Card We also accept Direct Deposit Electronic Funds Transfer ACH			
Purchase Orders should be emailed to accounting@leadsonline.com		Total Due: \$2,848.00	

Please call 972-331-7748 or email accounting@leadsonline.com should you have any questions about this invoice.

LeadsOnline's Tax ID #: 42-1720332 (LLC-P)

Two suspects arrested for allegedly stealing and scrapping 219,000 pounds of scrap metal to support heroin addiction

Union County Sheriff's Office joined forces with Delaware County Sheriff's Office, Dublin PD, Upper Arlington PD, Grove City PD and Marysville PD to identify suspects in multijurisdictional metal theft

Marysville, Ohio (April 25, 2014) – Union County Sheriff's Office arrested two suspects allegedly responsible for stealing and scrapping more than 219,000 pounds of scrap metal, including copper and electrical wiring. The two suspects are believed to be a part of a larger ring of suspects targeting vacant homes and construction sites to steal metal and tools in order to support their heroin addiction.

The arrests are a result of Union County joining forces with Delaware County Sheriff's Office, Dublin PD, Upper Arlington PD, Grove City PD and Marysville PD to tie together the criminal activity spanning across their jurisdictions.

"With the multi-agency surveillance operation, we started looking into our known suspects and used LeadsOnline to connect the suspects with pawned items stolen from the construction sites," said the Union County Sheriff's Office lead detective for this case. **"Copper thefts can be difficult to prove since there aren't serial numbers, but by using the metal theft investigations side of LeadsOnline, we connected and identified suspects, and recovered stolen property."**

LeadsOnline is the nation's largest online investigations system used by law enforcement to track stolen property that may have been sold across city, county and even state line.

The suspects were targeting foreclosed and abandoned homes from April 2013 until January 2014. According to police, the suspects received more than \$80,000 for the stolen metal and stole more than \$30,000 worth of additional property from across three counties and six jurisdictions in order to support the suspects' alleged heroin addiction.

"The information in LeadsOnline allowed us to verify the vehicle our suspects were using when scrapping the stolen metal. With that information, we used GPS to find that they were traveling to numerous construction sites, foreclosed homes, secondhand businesses and scrap metal recyclers across several counties," said the lead detective.

More than 2,900 agencies nationwide use LeadsOnline to instantly search for stolen property that may have been sold at secondhand stores, pawn shops, internet drop off stores, or scrap metal recyclers, across all 50 states. Law enforcement agencies in 39 states use the LeadsOnline Metal Theft Investigations System, and it has been implemented as the statewide scrap metal reporting and investigations system in Arkansas, Mississippi and Arizona to track and recover stolen metal.

"Without LeadsOnline, some suspects may not have been identified, and the lead detective would not have had the evidence to fully charge them," said the Investigation Assistant at Union County Sheriff's Office.

Union County Sheriff's Office charged two suspects, a father and son, with more than 30 counts, including felony theft, breaking and entering, receiving stolen property and a state charge of engaging in corrupt activity. The suspects were arrested and are currently in jail, pending a plea bargain or trial. Information in this release is in reference to Union County Sheriff's Office case number 13-000014.

Have a metal theft problem?

Give us a call at 1-800-311-2656 to learn more about the LeadsOnline Metal Theft Investigations System – metal theft crimes are solved daily!

Citizens/Board Comments:

Mr. Carter called for citizens comments.

Mr. Lavon Moody of Garysburg appeared before the Board. His concern is about water lines in his area. Mr. Moody feels that fire hydrants were put in places that benefit Caucasian residents, and the African American residential areas have been ignored. Mr. Moody stated that he has spoken with Mr. Morris, the Public Works Director, about this issue, but nothing has been done to benefit the African American residents in Mr. Moody's opinion. Mr. Moody stated that he was prepared to use his own funds to move against the county and get the media involved as well.

Commissioner Spruill asked about why and where fire hydrants were put up. She wants to know if there is a way to research this matter.

Mr. Moody mentioned that not having a fire hydrant near his home affects his insurance rates as well.

Mr. Vaughan will attempt to research this matter.

Mr. Carter called for Board comments.

Commissioner Barrett made additional comments about the fire hydrant discussion and insurance rates as it relates to Mr. Moody's concern.

A motion was made by Chester Deloatch and seconded by Virginia Spruill to recess regular session. **Question Called: All present voting yes. Motion carried.**

A motion was made by Fannie Greene and seconded by Chester Deloatch to convene a closed session for the purpose of G.S. 143-318.11(a)(6). **Question Called: All present voting yes. Motion carried.**

Closed Session-G.S. 143-318.11(a)(6):

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

A motion was made by Joseph Barrett and seconded by Virginia Spruill to reconvene regular session for the purpose of adjourning. **Question Called: All present voting yes. Motion carried.**

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