

**NORTHAMPTON COUNTY
REGULAR SESSION
October 5, 2015**

Be It Remembered that the Board of Commissioners of Northampton County met on October 5, 2015 with the following present: Fannie Greene, Joseph Barrett, Chester Deloatch, and Robert Carter

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

Absent: Virginia Spruill

Agenda Work Session:

A 10-minute work session was held to discuss today's agenda items. Chairwoman Greene called upon County Manager Kimberly Turner for input. Ms. Turner had no changes.

Regular Session:

Chairwoman Greene called the meeting to order, welcomed everyone, and announced when citizens could make comments. Commissioner Carter gave the Invocation, and the Pledge of Allegiance was recited. Chairwoman Greene introduced the student representative, Nathan Rowe, a senior at Northeast Academy.

Approval of Regular Session Minutes for September 21, 2015:

A motion was made by Chester Deloatch and seconded by Joseph Barrett to approve the Regular Session Minutes for September 21, 2015. **Question Called: All present voting yes. Motion carried.**

Approval of Closed Session Minutes for September 21, 2015:

A motion was made by Joseph Barrett and seconded by Robert Carter to approve the Closed Session Minutes for September 21, 2015. **Question Called: All present voting yes. Motion carried.**

Approval of Agenda for October 5, 2015

A motion was made by Robert Carter and seconded by Joseph Barrett that the agenda for October 5, 2015 be adopted. **Question Called: All present voting yes. Motion carried.**

Board of E&R:

Chairwoman Greene recessed the regular session to convene the Board of E&R.

Mrs. Cathy Allen, Tax Administrator, appeared before the Board to conduct the Board of Equalization and Review with a matter that was postponed at the previous Commissioners' Meeting.

She is asking for the Board to either confirm or reduce the appraised value of Northampton County Tax Parcels No. 06-00183 and 06-04614 for Angelo J. Sexton.

Mrs. Allen asked Mr. Chris Deberry of the Health Department to come forward to answer any questions concerning the property and whether it would perk. Mr. Deberry stated that the property would generally perk with site modifications, and the site needs to be made more accessible to the Health Department to give a fair evaluation of the property. It has limitations to be accurately evaluated the way it is now.

Mr. Avery Davis of the Tax Department also came forward to answer questions on the property. Vice-Chairman Barrett asked him if any of the information that he provided would change with this perk information. Mr. Davis said no, until they get definite proof that it does not perk, he will treat it as any other case.

A motion was made by Robert Carter and seconded by Joseph Barrett that the appeal be denied.

Question Called: All present voting yes. Motion carried.

Chairwoman Greene recessed the Board of E&R to convene regular session.

Introduction of New Employee, Ad Valorem Tax Appeals, and 2015 Tax Scroll Approval:

Mrs. Allen appeared before the Board with a new employee, Ms. Shirley Kincaid. Ms. Kincaid started working at the Tax Office on August 3, 2015.

Mrs. Allen also asked to obtain the Board's approval to release or refund Ad Valorem taxes assessed in the amount of \$1998.06 on 12 appeals.

A motion was made by Chester Deloatch and seconded by Joseph Barrett that the Board of Commissioners approve the request for release or refund of the Ad Valorem Tax appeals submitted herewith in the amounts and for the reasons stated on the listings. **Question Called: All present voting yes. Motion carried.**

Mrs. Allen asked to obtain the Board's approval to release or refund Ad Valorem taxes assessed in the amount of \$2005.76 on 43 appeals.

A motion was made by Robert Carter and seconded by Chester Deloatch that the Board of Commissioners approve the request for release or refund of the Ad Valorem Tax appeals submitted herewith in the amounts and for the reasons stated on the listings. **Question Called: All present voting yes. Motion carried.**

Lastly, Mrs. Allen appeared before the Board to obtain approval of the 2015 Tax Scroll.

A motion was made by Chester Deloatch and seconded by Robert Carter that the Board approves the 2015 Scroll as presented and adopt the following order directing the Tax Collector to collect the taxes charged in the tax records and receipts. **Question Called: All present voting yes. Motion carried.**

Quarterly Fiscal Monitoring Report- ECBH:

Ms. Leslie Edwards, Finance Officer, appeared before the Board with an East Carolina Behavioral Health Quarterly Report for information purposes.

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

| Quarterly Fiscal Monitoring Report - DMHDDSAS | | | | | | | | |
|--|---------|---|--------------------|--------------------|--------------------|--------------------|---|-----|
| LME / MCO NAME: <u>East Carolina Behavioral Health</u> | | FOR THE PERIOD ENDING: <u>6/30/2015</u> | | | | | | |
| # of month in the fiscal year (July = 1, August = 2, ..., June = 12) =====> | | <u>12</u> | | | | | | |
| 1. REPORT OF BUDGET VS. ACTUAL | | | | | | | | |
| Basis of Accounting: (check one) | | Cash | (1) | (2) | (3) | (4) | (5) | (6) |
| | | Accrual | PRIOR YEAR | | CURRENT YEAR | | | |
| ITEM | | BUDGET | ACTUAL | BUDGET | ACTUAL YR-TO-DATE | BALANCE (Col. 3-4) | ANNUALIZED PERCENTAGE ** | |
| REVENUE | | | | | | | | |
| Service Fees from LME-Delivered Services | | | | | | | | |
| Medicaid Pass Thru | | 400,000 | 107,758 | 400,000 | 54,343 | 345,657 | 13.59% | |
| Interest Earned | | 500,000 | 450,864 | 500,000 | 367,413 | 132,587 | 73.48% | |
| Rental Income | | 109,428 | 112,882 | 111,160 | 66,961 | 44,199 | 60.24% | |
| Budgeted Fund Balance * (Detail in Item 4, below) | | 7,400,000 | - | 14,300,000 | - | 14,300,000 | | |
| Other Local | | 125,000 | 303,843 | 125,000 | 13,658 | 111,342 | 10.93% | |
| Total Local Funds | | 8,534,428 | 975,347 | 15,436,160 | 502,375 | 14,933,785 | 3.25% | |
| County Appropriations (by county, includes ABC Funds): | | | | | | | | |
| Beaufort County | | 173,599 | 173,599 | 173,599 | 173,599 | - | 100.00% | |
| Bertie County | | 49,390 | 49,390 | 49,390 | 49,390 | - | 100.00% | |
| Camden County | | 24,246 | 23,799 | 24,246 | 24,077 | 169 | 99.30% | |
| Chowan County | | 32,478 | 34,115 | 33,478 | 34,387 | (909) | 102.72% | |
| Craven County | | 276,827 | 277,481 | 276,827 | 278,730 | (1,903) | 100.69% | |
| Curruck County | | 60,300 | 63,163 | 61,600 | 63,914 | (2,314) | 103.76% | |
| Dare County | | 339,948 | 410,000 | 410,988 | 411,040 | (52) | 100.01% | |
| Gates County | | 29,700 | 29,323 | 29,700 | 29,922 | (222) | 100.75% | |
| Hertford County | | 83,750 | 89,039 | 87,750 | 88,475 | (725) | 100.83% | |
| Hyde County | | 12,414 | 12,740 | 12,414 | 11,427 | 987 | 92.05% | |
| Jones County | | 27,506 | 23,768 | 23,906 | 23,414 | 492 | 97.94% | |
| Martin County | | 51,962 | 56,367 | 51,962 | 55,365 | (3,403) | 105.55% | |
| Northampton County | | 81,614 | 81,614 | 81,614 | 81,614 | - | 100.00% | |
| Pamlico County | | 33,593 | 34,443 | 33,593 | 34,083 | (490) | 101.46% | |
| Pasquotank County | | 92,506 | 96,006 | 95,506 | 96,194 | (688) | 100.72% | |
| Perquimans County | | 29,406 | 30,000 | 29,906 | 30,261 | (355) | 101.19% | |
| Pitt County | | 595,500 | 645,779 | 595,500 | 630,722 | (35,222) | 105.91% | |
| Tyrell County | | 9,906 | 9,906 | 9,906 | 9,081 | 825 | 91.67% | |
| Washington County | | 29,228 | 30,723 | 30,000 | 30,000 | - | 100.00% | |
| Total County Funds | | 2,033,873 | 2,171,260 | 2,111,885 | 2,155,895 | (43,810) | 102.07% | |
| LME Systems Admin. Funds (Cost Model) | | 0 | 0 | 0 | 0 | - | | |
| DMH/DD/SAS Administrative Funds (% basis) | | 3,965,628 | 3,965,628 | 3,767,629 | 3,767,630 | (1) | 100.00% | |
| DMH/DD/SAS Risk Reserve Funds (% basis) | | 0 | 0 | 0 | 0 | - | | |
| DMH/DD/SAS Services Funding | | 40,063,143 | 38,351,047 | 40,144,748 | 38,612,961 | 1,531,787 | 96.18% | |
| DMA Capital Funding | | 164,384,974 | 173,267,092 | 165,263,809 | 174,674,023 | (9,410,214) | 105.69% | |
| DMA Risk Reserve Funding | | 3,354,795 | 3,536,063 | 3,372,731 | 3,564,776 | (192,045) | 105.69% | |
| All Other State/Federal Funds | | 513,260 | 622,966 | 512,936 | 722,100 | (209,164) | 140.78% | |
| Total State and Federal Funds | | 212,281,800 | 219,742,796 | 213,061,853 | 221,341,510 | (8,279,657) | 103.89% | |
| TOTAL REVENUE | | 222,850,101 | 222,889,403 | 230,609,898 | 223,999,580 | 6,810,318 | 97.13% | |
| EXPENDITURES: | | | | | | | | |
| System Management/Administration/Care Coordination | | 26,221,068 | 20,703,866 | 40,438,782 | 29,177,654 | 11,261,128 | 72.15% | |
| LME Provided Services | | 0 | 0 | 0 | 0 | - | | |
| Provider Payments | | 195,502,306 | 177,020,246 | 189,035,193 | 179,517,804 | 9,517,389 | 94.97% | |
| Merger Expenses | | 0 | 0 | 0 | 0 | - | | |
| MCO Start-Up Expenses | | 0 | 0 | 0 | 0 | - | | |
| All Other | | 1,126,727 | 1,002,313 | 1,135,923 | 925,694 | 210,229 | 81.49% | |
| TOTAL EXPENDITURES | | 222,850,101 | 198,726,424 | 230,609,898 | 209,621,152 | 20,988,746 | 90.90% | |
| CHANGE IN CASH BALANCE | | | 24,162,979 | | 14,378,428 | | | |
| Beginning Unrestricted Fund Balance | | | 44,348,843 | | 69,999,328 | | | |
| Balance in DMH/DD/SAS Risk Reserve | | | | | | | | |
| Balance in DMA Risk Reserve | | | 8,017,406 | | 11,466,870 | | | |
| Current Estimated Unrestricted Fund Balance and percent of budgeted expenditures | | 31.41% | 69,999,328 | 23.93% | 55,186,084 | | | |
| 2. CURRENT CASH POSITION | | | | | | | | |
| | (1) | (2) | (3) | (4) | (5) | | | |
| | 30 DAYS | 60 DAYS | 90 DAYS | OVER 90 DAYS | TOTAL | | Allowance for Uncollectible Receivables | |
| Accounts Payable (Accrual Method) | | | | | | | | |
| Account Receivable (Accrual Method) | | | | | | | | |
| Current Cash in Bank | | | | | 97,219,000 | | | |
| 3. SERVICE EXCEPTIONS (Provided Based on System Capability) | | | | | | | | |
| Services authorized but not billed | | | | | | | | |
| 4. DETAIL ON BUDGETED FUND BALANCE | | | | | | | | |
| | | | Budgeted | Year-to-Date | Balance | | % | |
| Payments to Providers | | | | | | | | |
| MCO Start-up Expense | | | | | | | | |
| LME Merger Expense | | | 1,300,000 | 1,292,302 | 7,698 | | | |
| Other (List): Medicaid Reinvestment | | | 13,000,000 | 6,728,802 | 6,271,198 | | | |

Annual County ABC Report for Northampton County

Per GS 18B-805(h) since East Carolina Behavioral Health (ECBH) received Alcoholism (ABC) Funds from your county, we are required to provide an annual report to the board of county commissioners describing how the funds were spent. Listed below please find the annual contribution from your county in addition to a brief description of the expenditures that were paid from July 1, 2014 to June 30, 2015.

ABC Revenue Received FY 14-15: \$ 4,000

*Expenditures related to the above revenue FY 14-15: \$ 48,509

Unduplicated Number of Consumers in your county who received these SA services: 95

Description of ABC expenditures: County ABC funds were spent for the treatment of alcoholism or substance abuse. These funds were paid to providers who contracted with ECBH to provide substance abuse treatment to consumers with an address in your county. Services provided include but are not limited to the below:

- Assessment/evaluation
- Outpatient treatment and counseling, including face to face and telepsychiatry and both individual and group
- Mobile Crisis
- Substance Abuse Intensive Outpatient Therapy
- Facility Based Crisis
- Opioid Treatment

*Denotes ABC and State funds paid for services for consumers residing in Northampton County with substance abuse diagnosis. This does NOT include Medicaid funds paid for the same.

Board Recognition of Employees:

Chairwoman Greene presented certificates of recognition on behalf of the Board to the EMS staff that participated in the 2015 EMS World Expo Competition in Las Vegas, NV and won second place. The employees recognized are: Paul Nowell, Joe D'Arco, William Blanchard, Brandon Rose, and Chris Velvin.

Chairwoman Greene also recognized Health Department and other employees of the County for obtaining the 2015 NC GlaxoSmithKline Foundation for Child Health Recognition Award for their participation in the RECESS Program. The employees recognized are: Judi Northcott, Dixie Harrell, Pat Burke, Carol Turner, Tina Edwards, Virginia McClary, Tammy Vincent, Duane Ashmon, Antoine Smith, and Patricia Harrison.

Public Hearing- ROAP Grant Application:

Chairwoman Greene recessed regular session to convene a Public Hearing.

Mrs. Joslyn Reagor, Office on Aging Director, appeared before the Board to obtain approval of the Northampton County Rural Operating Assistance Program (ROAP) Grant Application FY 2015-2016.

Chairwoman Greene asked if there were questions from the audience.

Ms. Belinda Joyner asked what ROAP stood for. Mrs. Reagor answered Rural Operating Assistance Program.

Chairwoman Greene closed the Public Hearing to reconvene regular session.

A motion was made by Robert Carter and seconded by Joseph Barrett that the Board approve the Rural Operating Assistance Program Application and recommended allocations as identified in the attachment. **Question Called:** All present voting yes. **Motion carried.**

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

DECISION PAPER

TO: The Northampton County Board of Commissioners

FROM: Office on Aging

DATE: October 5, 2015

REFERENCE: Rural Operating Assistance Program Application

PURPOSE:

To obtain the Board's approval of the Northampton County Rural Operating Assistance Program (ROAP) Grant Application FY 2015-2016.

FACTS:

1. The Rural Operating Transportation Assistance Program (ROAP) consolidates the Elderly and Disabled Transportation Assistance Program, Rural General Public Transportation Program and Work Transitional-Employment Program into one application
2. Northampton County has been allotted \$52,495.00 for Elderly and Disabled (EDTAP) Transportation Program, \$7,477.00 for the Employment program and \$51,181.00 for Rural General Public Transportation through the North Carolina Department of Transportation.
3. No local match is required for Northampton County.
4. J.W. Faison Senior Center and Roanoke Valley Adult Center has applied for the \$52,495.00.
5. Aging has applied for the \$7,477.00 transitional-Employment funding.
6. Choanoke Public Transportation Authority (CPTA) has applied for the Rural General Public funds \$51,181.00. (Attachment 1)

Discussion:

The Elderly and Disabled Transportation Assistance Program provides transportation to seniors and disabled residents. The Employment program provides operating assistance for general

public employment transportation needs. The Rural General Public Program provides transportation services to individuals who are not human services agency clients. The Office on Aging Financial Advisory Board has prioritized transportation needs as medical, multipurpose, nutrition, education, employment and social, recreational for the elderly and Disabled Transportation Assistance Program.

Conclusion:

Approval of the Rural Operating Assistance Program (ROAP) applicants and recommended allocations will allow Northampton County to submit the grant application and thereby, continuing transportation services.

Recommendation:

That the Board of County Commissioners approve the Rural Operating Assistance Program Application and recommended allocations as identified in Attachment 1.

Respectively submitted,

Joslyn Debraux-Reagor, Director

Coordination:

Kimberly Turner, County Manager

Concur: Kimberly R. Turner

Concur with comments: 9/30/15

Non-Concur: _____

Leslie Edwards, County Finance Director

Concur: Leslie A. Edwards

Concur with comments: _____

Non-Concur: _____

Joslyn Debraux-Reagor, Office on Aging Director

Concur: Joslyn Debraux-Reagor

Concur with comments: _____

Non-Concur: _____

Attachment 1
ROAP FY 2015-2016

Elderly and Disabled Transportation Assistance Program

| <u>Provider</u> | <u>Funding</u> |
|----------------------------|------------------|
| J. W. Faison Senior Center | \$32,495.00 |
| Roanoke Valley Adult Day | <u>20,000.00</u> |
| | \$52,495.00 |

Employment transportation program

| <u>Provider</u> | <u>Funding</u> |
|-----------------|----------------|
| Aging | \$ 7,477.00 |

Rural General Public Transportation Program

| <u>Provider</u> | <u>Funding</u> |
|-----------------------------|----------------|
| CPTA | \$51,181.00 |
| Total Allocated amount..... | \$ 111,153.00 |

Fire Department and EMS Squad Financial Assistance Contracts:

Mr. Ronnie Storey, Emergency Management Director, appeared before the Board to obtain approval from Northampton County Board of Commissioners for the contracts/applications for the Fire Departments and EMS Squads for designated funds for FY 15-16.

County Manager Turner mentioned that because of the issue with Gaston Rescue Squad, she would recommend dividing their payment up. The County would pay half of the appropriation in October, then the other half after the operation has been reviewed further.

A motion was made by Joseph Barrett and seconded by Robert Carter that the Board approve the contracts/applications for each Fire Department and EMS Squad with the County Manager's recommendation. **Question Called:** *All present voting yes.* **Motion carried.**

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

Decision Paper

To: Northampton County Board of Commissioners

From: Ronald P Storey Jr, Emergency Management Director

Re: Fire Department and EMS Squad Financial Assistance Contracts/Applications

Date: July 21, 2015

Purpose: The purpose of this decision paper is to obtain approval from the Northampton County Board of Commissioners for the contracts/applications for the Fire Departments and EMS Squads for designated funds for FY15-16.

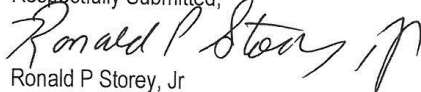
Facts:

1. A Resolution adopted by the Board of Commissioners on March 17, 1980 sets out the process for the approval of the Fire Departments' contracts and the EMS Squads' applications for financial assistance pending a review of the performance record of each Fire Department/EMS Squad. Performance charts of Fire Departments and EMS Squads for July 1, 2014 – June 30, 2015 are included with this package.
2. Northampton County requires all Fire Departments and EMS Squads operating within the County to submit a contract/application annually in order to receive their designated funds.
3. We have 10 Fire Departments that consist of Roanoke Wildwood, Gaston, Garysburg, Jackson, Lasker, Rich Square, Seaboard, Severn, Woodland, Conway and 3 EMS Squads that consist of Conway/Severn, Eastside, and Gaston.
4. Contributions in the amount of \$14,500.00 for the Fire Departments and \$14,000.00 for the EMS Squads (\$28,500.00 total) are included in the FY15-16 budget.
5. Contracts/applications were received by the May 1, 2015 deadline from the following departments requesting their designated funds:

| | |
|------------------------|--------|
| • Roanoke Wildwood VFD | \$850 |
| • Gaston VFD | \$850 |
| • Garysburg VFD | \$850 |
| • Jackson VFD | \$850 |
| • Lasker VFD | \$850 |
| • Rich Square VFD | \$850 |
| • Seaboard VFD | \$850 |
| • Severn VFD | \$3850 |
| • Woodland VFD | \$850 |
| • Conway VFD | \$3850 |
| • Conway Severn EMS | \$4667 |
| • Eastside EMS | \$4667 |
| • Gaston EMS | \$4667 |
6. The aforementioned funds are not the funds the Fire Departments receive through their Fire Service District Tax. If approved the funds will be processed for payment in October 2015.


Recommendation: I recommend the approval of these Contracts/Applications pending the Boards satisfaction with each Fire Department's/EMS Squad's performance.

Respectfully Submitted,


Ronald P Storey, Jr
Emergency Management Director

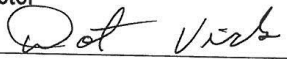
Coordination:

County Manager

Concur:  7/21/15
Concur with Comment: _____

Disagree: _____

Finance Director

Concur:  7-21-15
Concur with Comment: _____

Disagree: _____

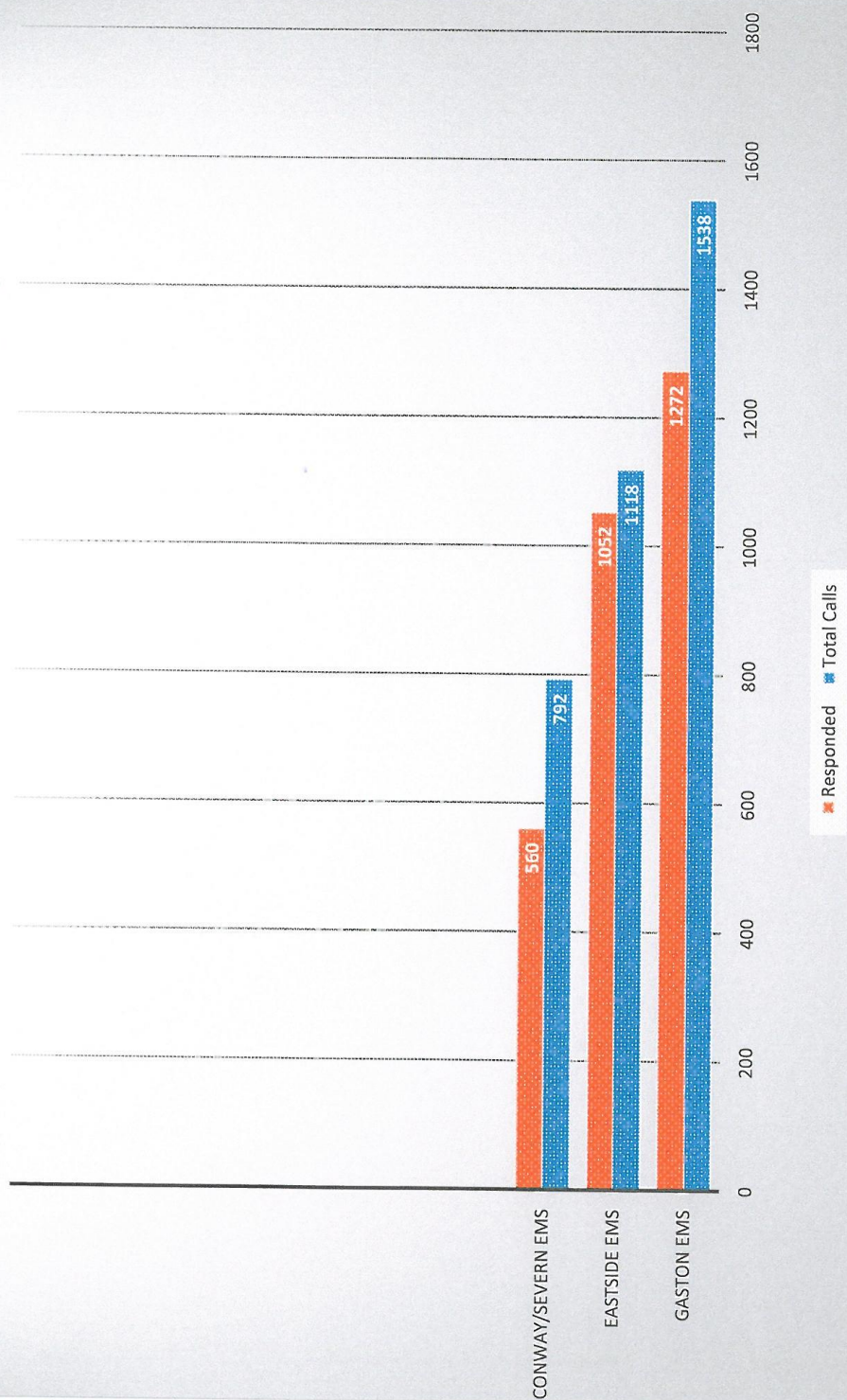
Action by the Decision Maker

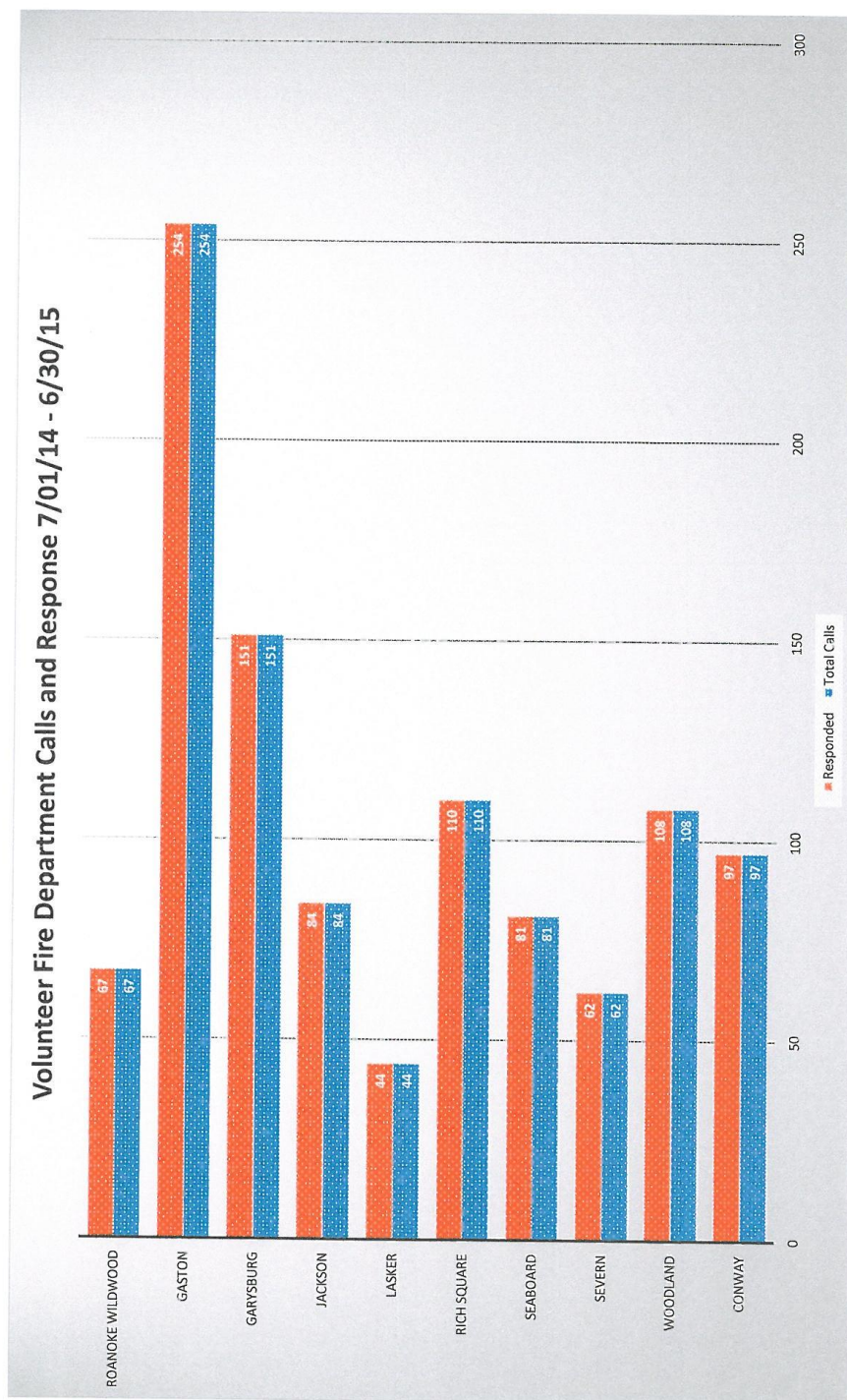
Approve: _____

Disapprove: _____

Other: _____

Volunteer EMS Calls and Response 07/01/14 - 06/30/15





**Application For Financial Assistance
To An Incorporated Rescue Squad
Pursuant To Resolution Adopted By The
Board of Commissioners Of Northampton County**

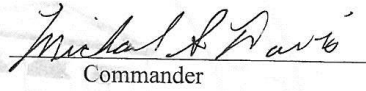
Application is hereby made by the Conway/Severn Incorporated Rescue Squad for financial assistance under the provisions of the aforesaid resolution for providing financial assistance to certain Rescue Squads in the County.

The Conway/Severn Incorporated Rescue Squad hereby agrees to give assistance to the residents of Northampton County located outside the incorporated town limits.

In witness whereof, the Conway/Severn Incorporated Rescue Squad has caused this application to be duly executed in its name and by the undersigned officers.

ATTEST:


Secretary


Commander

Date: 3/23/15

For County Use Only

The Board of Commissioners of Northampton County, in accordance with the provisions of the aforesaid resolution and on the basis of the Rescue Squad's past record, hereby approves the application of the Conway/Severn Incorporated Rescue Squad for financial assistance which shall begin on July 1, 2015.

ATTEST:

Clerk to the Board

Chairperson

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

Finance Officer

Vendor # _____
Code # _____
Amount \$ _____
Approval _____

**Application For Financial Assistance
To An Incorporated Rescue Squad
Pursuant To Resolution Adopted By The
Board of Commissioners Of Northampton County**

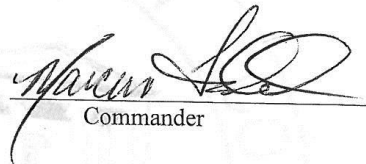
Application is hereby made by the Gaston Incorporated Rescue Squad for financial assistance under the provisions of the aforesaid resolution for providing financial assistance to certain Rescue Squads in the County.

The Gaston Incorporated Rescue Squad hereby agrees to give assistance to the residents of Northampton County located outside the incorporated town limits.

In witness whereof, the Gaston Incorporated Rescue Squad has caused this application to be duly executed in its name and by the undersigned officers.

ATTEST:


Secretary


Commander

Date: 4-3-15

For County Use Only

The Board of Commissioners of Northampton County, in accordance with the provisions of the aforesaid resolution and on the basis of the Rescue Squad's past record, hereby approves the application of the Gaston Incorporated Rescue Squad for financial assistance which shall begin on July 1, 2015.

ATTEST:

Clerk to the Board

Chairperson

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

Finance Officer

Vendor # _____
Code # _____
Amount \$ _____
Approval _____

**Application For Financial Assistance
To An Incorporated Rescue Squad
Pursuant To Resolution Adopted By The
Board of Commissioners Of Northampton County**

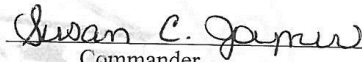
Application is hereby made by the Eastside Incorporated Rescue Squad for financial assistance under the provisions of the aforesaid resolution for providing financial assistance to certain Rescue Squads in the County.

The Eastside Incorporated Rescue Squad hereby agrees to give assistance to the residents of Northampton County located outside the incorporated town limits.

In witness whereof, the Eastside Incorporated Rescue Squad has caused this application to be duly executed in its name and by the undersigned officers.

ATTEST:


Secretary


Commander

Date: 3/18/15

For County Use Only

The Board of Commissioners of Northampton County, in accordance with the provisions of the aforesaid resolution and on the basis of the Rescue Squad's past record, hereby approves the application of the Eastside Incorporated Rescue Squad for financial assistance which shall begin on July 1, 2015.

ATTEST:

Clerk to the Board

Chairperson

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

Finance Officer

Vendor # _____
Code # _____
Amount \$ _____
Approval _____

**Contract For County Fire Service
From Incorporated Department**

North Carolina
Northampton County

This Contract, made and entered into this the 1st day of July, 2015 by and between the County of Northampton, herein called the County, and the Roanoke Wildwood Fire Department, hereinafter called the Department.

Witneseth:

That for and in consideration of the mutual covenants hereinafter contained, and pursuant to authority granted by G.S. 153A-233, do hereby covenant and agree as follows:

1. The Department agrees to furnish and provide continuing fire protection service to property within its Service Area by dispatching upon call of any resident or property owner within the said Service Area equipment consisting of 2 TANKER PUMPERS and adequate personnel to operate same.
2. The County agrees to make a contribution to the Department in the amount of \$850 annually.
3. This Contract may be terminated by either party at the end of any fiscal year by giving 180 days written notice of its intent to so terminate to the other party by registered or certified mail.

In witness whereof the County of Northampton has caused these presents to be signed in its name by its Chairman and attested by its Clerk and Roanoke Wildwood Rural Fire Department has caused these presents to be signed in its name by its President and attested by its Secretary.

This the 28th day of March, 2015.

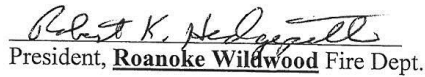
ATTEST:

Clerk to the Board Chairperson, Board of Commissioners

This the _____ day of _____, 20____.

ATTEST:


Secretary


President, Roanoke Wildwood Fire Dept.

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

Finance Officer

Vendor # _____
Code # _____
Amount \$ _____
Approval _____

**Contract For County Fire Service
From Incorporated Department**

North Carolina
Northampton County

This Contract, made and entered into this the 1st day of July, 2015 by and between the County of Northampton, herein called the County, and the Gaston Fire Department, hereinafter called the Department.

Witneseth:

That for and in consideration of the mutual covenants hereinafter contained, and pursuant to authority granted by G.S. 153A-233, do hereby covenant and agree as follows:

1. The Department agrees to furnish and provide continuing fire protection service to property within its Service Area by dispatching upon call of any resident or property owner within the said Service Area equipment consisting of Fire/Rescue Equipment and adequate personnel to operate same.
2. The County agrees to make a contribution to the Department in the amount of \$850 annually.
3. This Contract may be terminated by either party at the end of any fiscal year by giving 180 days written notice of its intent to so terminate to the other party by registered or certified mail.

In witness whereof the County of Northampton has caused these presents to be signed in its name by its Chairman and attested by its Clerk and Gaston Rural Fire Department has caused these presents to be signed in its name by its President and attested by its Secretary.

This the _____ day of _____, 20____.

ATTEST:

Clerk to the Board

Chairperson, Board of Commissioners

This the _____ day of _____, 20____.

ATTEST:

Marilyn J. Porter
Secretary

[Signature]
President, Gaston Fire Dept.

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

Finance Officer

Vendor # _____
Code # _____
Amount \$ _____
Approval _____

**Contract For County Fire Service
From Incorporated Department**

North Carolina
Northampton County

This Contract, made and entered into this the 1st day of July, 2015 by and between the County of Northampton, herein called the County, and the Garysburg Fire Department, hereinafter called the Department.

Witnesseth:

That for and in consideration of the mutual covenants hereinafter contained, and pursuant to authority granted by G.S. 153A-233, do hereby covenant and agree as follows:

1. The Department agrees to furnish and provide continuing fire protection service to property within its Service Area by dispatching upon call of any resident or property owner within the said Service Area equipment consisting of Tanker + Pumper and adequate personnel to operate same.
2. The County agrees to make a contribution to the Department in the amount of \$850 annually.
3. This Contract may be terminated by either party at the end of any fiscal year by giving 180 days written notice of its intent to so terminate to the other party by registered or certified mail.

In witness whereof the County of Northampton has caused these presents to be signed in its name by its Chairman and attested by its Clerk and Garysburg Rural Fire Department has caused these presents to be signed in its name by its President and attested by its Secretary.

This the _____ day of _____, 20____.

ATTEST:

Clerk to the Board

Chairperson, Board of Commissioners

This the 14th day of April, 2015.

ATTEST:

Lela Aubrey
Secretary

Hamilton Dauder
President, Garysburg Fire Dept.

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

Finance Officer

Vendor # _____
Code # _____
Amount \$ _____
Approval _____

**Contract For County Fire Service
From Incorporated Department**

North Carolina
Northampton County

This Contract, made and entered into this the 1st day of July, 2015 by and between the County of Northampton, herein called the County, and the Jackson Fire Department, hereinafter called the Department.

Witnesseth:

That for and in consideration of the mutual covenants hereinafter contained, and pursuant to authority granted by G.S. 153A-233, do hereby covenant and agree as follows:

1. The Department agrees to furnish and provide continuing fire protection service to property within its Service Area by dispatching upon call of any resident or property owner within the said Service Area equipment consisting of _____ and adequate personnel to operate same.
2. The County agrees to make a contribution to the Department in the amount of \$850 annually.
3. This Contract may be terminated by either party at the end of any fiscal year by giving 180 days written notice of its intent to so terminate to the other party by registered or certified mail.

In witness whereof the County of Northampton has caused these presents to be signed in its name by its Chairman and attested by its Clerk and Jackson Rural Fire Department has caused these presents to be signed in its name by its President and attested by its Secretary.

This the _____ day of _____, 20____.

ATTEST:

Clerk to the Board

Chairperson, Board of Commissioners

This the _____ day of _____, 20____.

ATTEST:

[Signature]
Secretary

[Signature]
President, Jackson Fire Dept.

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

Finance Officer

Vendor # _____
Code # _____
Amount \$ _____
Approval _____

**Contract For County Fire Service
From Incorporated Department**

North Carolina
Northampton County

This Contract, made and entered into this the 1st day of July, 2015 by and between the County of Northampton, herein called the County, and the Lasker Fire Department, hereinafter called the Department.

Witnesseth:

That for and in consideration of the mutual covenants hereinafter contained, and pursuant to authority granted by G.S. 153A-233, do hereby covenant and agree as follows:

1. The Department agrees to furnish and provide continuing fire protection service to property within its Service Area by dispatching upon call of any resident or property owner within the said Service Area equipment consisting of _____ and adequate personnel to operate same.
2. The County agrees to make a contribution to the Department in the amount of \$850 annually.
3. This Contract may be terminated by either party at the end of any fiscal year by giving 180 days written notice of its intent to so terminate to the other party by registered or certified mail.

In witness whereof the County of Northampton has caused these presents to be signed in its name by its Chairman and attested by its Clerk and Lasker Rural Fire Department has caused these presents to be signed in its name by its President and attested by its Secretary.

This the _____ day of _____, 20____.

ATTEST:

Clerk to the Board

Chairperson, Board of Commissioners

This the 22 day of April, 2015.

ATTEST:

Carelyn Outland
Secretary

Michael Smith
President, Lasker Fire Dept.

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

Finance Officer

Vendor # _____
Code # _____
Amount \$ _____
Approval _____

**Contract For County Fire Service
From Incorporated Department**

North Carolina
Northampton County

This Contract, made and entered into this the 1st day of July, 2015 by and between the County of Northampton, herein called the County, and the Rich Square Fire Department, hereinafter called the Department.

Witnesseth:

That for and in consideration of the mutual covenants hereinafter contained, and pursuant to authority granted by G.S. 153A-233, do hereby covenant and agree as follows:

1. The Department agrees to furnish and provide continuing fire protection service to property within its Service Area by dispatching upon call of any resident or property owner within the said Service Area equipment consisting of Tanker/Pumper and adequate personnel to operate same.
2. The County agrees to make a contribution to the Department in the amount of \$850 annually.
3. This Contract may be terminated by either party at the end of any fiscal year by giving 180 days written notice of its intent to so terminate to the other party by registered or certified mail.

In witness whereof the County of Northampton has caused these presents to be signed in its name by its Chairman and attested by its Clerk and Rich Square Rural Fire Department has caused these presents to be signed in its name by its President and attested by its Secretary.

This the _____ day of _____, 20____.

ATTEST:

Clerk to the Board

Chairperson, Board of Commissioners

This the _____ day of _____, 20____.

ATTEST:

William T. Robb
Secretary

[Signature]
President, Rich Square Fire Dept.

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

Finance Officer

Vendor # _____
Code # _____
Amount \$ _____
Approval _____

**Contract For County Fire Service
From Incorporated Department**

North Carolina
Northampton County

This Contract, made and entered into this the 1st day of July, 2015 by and between the County of Northampton, herein called the County, and the Seaboard Fire Department, hereinafter called the Department.

Witnesseth:

That for and in consideration of the mutual covenants hereinafter contained, and pursuant to authority granted by G.S. 153A-233, do hereby covenant and agree as follows:

1. The Department agrees to furnish and provide continuing fire protection service to property within its Service Area by dispatching upon call of any resident or property owner within the said Service Area equipment consisting of All available and adequate personnel to operate same.
2. The County agrees to make a contribution to the Department in the amount of \$850 annually.
3. This Contract may be terminated by either party at the end of any fiscal year by giving 180 days written notice of its intent to so terminate to the other party by registered or certified mail.

In witness whereof the County of Northampton has caused these presents to be signed in its name by its Chairman and attested by its Clerk and Seaboard Rural Fire Department has caused these presents to be signed in its name by its President and attested by its Secretary.

This the _____ day of _____, 20____.

ATTEST:

Clerk to the Board

Chairperson, Board of Commissioners

This the _____ day of _____, 20____.

ATTEST:

de C. D.
Secretary

John L. L. L.
President, Seaboard Fire Dept.

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

Finance Officer

Vendor # _____
Code # _____
Amount \$ _____
Approval _____

**Contract For County Fire Service
From Incorporated Department**

North Carolina
Northampton County

This Contract, made and entered into this the 1st day of July, 2015 by and between the County of Northampton, herein called the County, and the Severn Fire Department, hereinafter called the Department.

Witnesseth:

That for and in consideration of the mutual covenants hereinafter contained, and pursuant to authority granted by G.S. 153A-233, do hereby covenant and agree as follows:

1. The Department agrees to furnish and provide continuing fire protection service to property within its Service Area by dispatching upon call of any resident or property owner within the said Service Area equipment consisting of 1 pumper and adequate personnel to operate same.
2. The County agrees to make a contribution to the Department in the amount of \$3,850 annually.
3. This Contract may be terminated by either party at the end of any fiscal year by giving 180 days written notice of its intent to so terminate to the other party by registered or certified mail.

In witness whereof the County of Northampton has caused these presents to be signed in its name by its Chairman and attested by its Clerk and Severn Rural Fire Department has caused these presents to be signed in its name by its President and attested by its Secretary.

This the 30th day of April, 2015.

ATTEST:

Clerk to the Board

Chairperson, Board of Commissioners

This the _____ day of _____, 20____.

ATTEST:

Allen Egle
Secretary

Dennis Woodard
President, Severn Fire Dept.

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

Finance Officer

Vendor # _____
Code # _____
Amount \$ _____
Approval _____

**Contract For County Fire Service
From Incorporated Department**

North Carolina
Northampton County

This Contract, made and entered into this the 1st day of July, 2015 by and between the County of Northampton, herein called the County, and the Woodland Fire Department, hereinafter called the Department.

Witnesseth:

That for and in consideration of the mutual covenants hereinafter contained, and pursuant to authority granted by G.S. 153A-233, do hereby covenant and agree as follows:

1. The Department agrees to furnish and provide continuing fire protection service to property within its Service Area by dispatching upon call of any resident or property owner within the said Service Area equipment consisting of _____ and adequate personnel to operate same.
2. The County agrees to make a contribution to the Department in the amount of \$850 annually.
3. This Contract may be terminated by either party at the end of any fiscal year by giving 180 days written notice of its intent to so terminate to the other party by registered or certified mail.

In witness whereof the County of Northampton has caused these presents to be signed in its name by its Chairman and attested by its Clerk and Woodland Rural Fire Department has caused these presents to be signed in its name by its President and attested by its Secretary.

This the Thirtieth day of April, 2015.

ATTEST:

Clerk to the Board

Chairperson, Board of Commissioners

This the Thirtieth day of April, 2015.

ATTEST:

Raymond S Eaton
Secretary

[Signature]
President, Woodland Fire Dept.

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

Finance Officer

Vendor # _____
Code # _____
Amount \$ _____
Approval _____

**Contract For County Fire Service
From Incorporated Department**

North Carolina
Northampton County

This Contract, made and entered into this the 1st day of July, 2015 by and between the County of Northampton, herein called the County, and the Conway Fire Department, hereinafter called the Department.

Witnesseth:

That for and in consideration of the mutual covenants hereinafter contained, and pursuant to authority granted by G.S. 153A-233, do hereby covenant and agree as follows:

1. The Department agrees to furnish and provide continuing fire protection service to property within its Service Area by dispatching upon call of any resident or property owner within the said Service Area equipment consisting of Pumper / Tanker and adequate personnel to operate same.
2. The County agrees to make a contribution to the Department in the amount of \$3,850 annually.
3. This Contract may be terminated by either party at the end of any fiscal year by giving 180 days written notice of its intent to so terminate to the other party by registered or certified mail.

In witness whereof the County of Northampton has caused these presents to be signed in its name by its Chairman and attested by its Clerk and Conway Rural Fire Department has caused these presents to be signed in its name by its President and attested by its Secretary.

This the _____ day of _____, 20____.

ATTEST:

Clerk to the Board

Chairperson, Board of Commissioners

This the 6 day of April, 2015.

ATTEST:

[Signature]
Secretary

[Signature]
President, Conway Fire Dept.

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

Finance Officer

Vendor # _____
Code # _____
Amount \$ _____
Approval _____

Amendment to CPTA Contract, Transportation Contract with Martin County Transit, and Rental Agreement for Martin County Office Space:

Ms. Karen Lee, Recidivism Reduction Services Director, appeared before the Board to obtain permission to amend the contract with CPTA to include Bertie County.

A motion was made by Robert Carter and seconded by Joseph Barrett that the Board approve the amendment contract with CPTA to provide transportation services for offenders in Bertie County. **Question Called: All present voting yes. Motion carried.**

Ms. Lee also appeared before the Board to obtain permission to enter into a contract with Martin County Transit (MCT).

A motion was made by Chester Deloatch and seconded by Robert Carter that the Board of Commissioners approve the contract with Martin County Transit to provide transportation services to offenders in Martin County. **Question Called: All present voting yes. Motion carried.**

Finally, Ms. Lee asked for the Board's permission to enter into a rental agreement with Robersonville Ice and Coal, Inc., for office space in Williamston, NC.

A motion was made by Joseph Barrett and seconded by Robert Carter that the Board of Commissioners approve the rental contract between Northampton County and Robersonville Ice and Coal for office space in Martin County. **Question Called: All present voting yes. Motion carried.**

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

Decision Paper

TO: Northampton County Board of Commissioners
FROM: Northampton County Recidivism Reduction Services (RRS)
formerly TECS
DATE: September 21, 2015
REFERENCE: Amendment with Choanoke Public Transportation Services
(CPTA)

Purpose:

To obtain the Board's permission to amend the contract with CPTA to include Bertie County.

Fact:

CPTA provides transportation services to Northampton County's RRS program for District 1 in all counties (Halifax, Hertford and Northampton) except Bertie County. Bertie County offenders are in need of transportation services. RRS is required by the Department of Public Safety to make transportation available to offenders within the program.

Discussion:

By providing transportation services to the offenders in Bertie County, this will be one less barrier they face and will help increase their chances of completing probation. CPTA has provided transportation services to the RRS program in District 1 (formerly TECS) program for the last three years.

Conclusion:

The Department of Public Safety, Division of Community Corrections requires vendors to make transportation services available to offenders to eliminate this barrier in hopes of increasing their chances of completing probation successfully.

Recommendation:

The Board of Commissioners approves the amendment contract with CPTA to provide transportation services for offenders in Bertie County.

Respectfully submitted,
Karen Lee, Director
Northampton County Recidivism Reduction Services

Coordination: Kimberly Turner, County Manager

Concur: Kimberly L. Turner
Concur with comment: 9/24/15
Non-Concur: _____

Leslie Edwards, Finance Director

Concur: Leslie H. Edwards
Concur with comment: _____

| NORTHAMPTON COUNTY CONTRACT CONTROL SHEET | | CONTRACT/VENDOR Choanoke Public Transportation Authority | |
|--|--|---|------------------------------------|
| | | Address | P.O. Box 320 Rich Square, Nc 27869 |
| | | Contact | Pamela perry |
| | | Originals | 0 Copies |
| CONTRACT # | Amount \$ | | |
| New Contract | | | |
| Renewal | Date originally approved by the Board of Commissioners | | |
| Cost or Material Changes | | | |
| Original Contract sent to Contract Administrator | Date: | | |
| Originating Department/Individual: | RRS | Item or Service: | |
| Department Involved: | RRS | Type of Contract: | Contract Amendment |
| Line Item Budgeted: | 114168-519900 | Period of Coverage: | 07/01/2015-06/30/2015 |
| GRANTS | | | |
| Board approval for Application | Approved | Set | Verified |
| Board approval for Acceptance | Approved | Set | Verified |
| COUNTY ATTORNEY | Date Received: 9/14/2015 | Date Approved: 9/16/2015 | |
| Approved as to Form: | Yes, as to Amendment | | |
| Approved as to Legal Sufficiency: | No, see comment | | |
| Revisions Necessary? | No, as to Amendment | | |
| Board Action Necessary? | Yes | | |
| Date Revisions were made? | N/A - Scott Makee | | |
| FINANCE | Date Received: 9/28/15 | Date Audited | 9/28/15 |
| Non encumbered contract | Yes | No | |
| ASSISTANT COUNTY MANAGER | Date Received | Date Approved: | |
| COUNTY MANAGER | Date Received 9/29/15 | Date Approved: 9/29/15 | |
| BOARD OF COMMISSIONERS | CLERK TO THE BOARD | 9/29/15 | |
| Date approved by Board | Date Received | Date Attested: | |
| CONTRACT ADMINISTRATOR | | | |
| Attorney | Finance | Asst Cty Mgr | Cty Mgr Clerk |
| Outside Agency Signatures: | Date Sent : | Date received: | |
| Copies Delivered to Appropriate Departments: | ORIGINATING | FINANCE | |
| Original to Outside Agency: | (Departments to deliver) | Date: | |
| File County Original / Add to Database: | | Date: | |
| NOTES: The underlying contract needs revisions when it comes up for renewal. - Scott Makee | | | |
| ____ copies sent to originating department with instruction to obtain signatures and return 1 executed original to Legal | | | |
| ____ copies sent to originating departments with note to forward to vendor | | | |
| PROBLEMS: | | | |
| Corrective Action: | | Date: | |
| | | Initial: | |

*Amendment To
The FY 2015/2016
Agreement for Transportation Services*

Between

*Northampton Co. Day Reporting
And
Choanoke Public Transportation Authority*

2. Provider's Responsibilities

- G. Transportation will be provided on the following days to the following sites from approximately 10:00 a.m. to 12:00 p.m.
Sites listed below:

Northampton Site - 114 W. Jefferson St. Jackson, NC (Tuesday & Thursday)
Halifax Site - 8870 Hwy 301, Halifax, NC (Monday & Wednesday)
Hertford Site - 205 N. Railroad St., Ahoskie, NC (Tuesday & Thursday)
Bertie Site - 128 Granville St., Windsor, NC (Tuesday & Thursday)

This amendment shall become effective September 1, 2015.

Northampton County

Choanoke Public Transportation Authority

By _____

By _____

Date

Date

This Instrument has been pre-audited in the manner as

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

Decision Paper

TO: Northampton County Board of Commissioners
FROM: Northampton County Recidivism Reduction Services (RRS)
(Formerly TECS)
DATE: September 21, 2015
REFERENCE: Agreement for Transportation Services

Purpose:

To obtain the Board's permission to enter into a contract with Martin County Transit (MCT)

Fact:

The North Carolina Department of Public Safety, Division of Community Corrections has awarded Northampton County's RRS program the contract to provide services to offenders in Martin County. It is a requirement by the North Carolina Department of Public Safety, Division of Community Corrections to make transportation services available to offenders in Martin County.

Discussion:

MCT will provide transportation to offenders at the rate of \$1.79 per service mile. By providing transportation services to offenders in Martin County, this will be one less barrier they face and will help increase their chances of completing probation.

Conclusion:

The North Carolina Department of Public Safety, Division of Community Corrections requires vendors to make transportation services available to offenders to eliminate this barrier in hopes of increasing their chances of completing probation.

Recommendation:

The Board of Commissioners approves the contract with Martin County Transit to provide transportation services to offenders in Martin County.

Respectfully submitted,

Karen Lee, Director

Northampton County Treatment for Effective Community Supervision Program

Coordination: Kimberly Turner, County Manager

Concur: Kimberly F. Turner

Concur with comment: 9/29/15

Non-Concur: _____

Leslie Edwards, Finance Director

Concur: Leslie H. Edwards

Concur with comment _____

Non-Concur: _____

| NORTHAMPTON COUNTY CONTRACT CONTROL SHEET | | CONTRACT/VENDOR Martin County Transit | |
|--|------------|---|-----------------------------------|
| VENDOR # | | Address | P.O. Box 668 Williamston NC 27892 |
| | | Contact | Susan Davenport |
| | | Originals | 0 Copies |
| CONTRACT # | | Amount \$ | |
| New Contract <u>X</u> | | | |
| Renewal | | Date originally approved by the Board of Commissioners | |
| Cost or Material Changes | | | |
| Original Contract sent to Contract Administrator | | Date: | |
| Originating Department/Individual: RRS | | Item or Service: | |
| Department Involved: | | Type of Contract: Transportation Contract | |
| Line Item Budgeted: 114168-519900 | | Period of Coverage: 10/1/2015/06/30/2016 | |
| GRANTS | | | |
| Board approval for Application | | Approved | Set |
| Board approval for Acceptance | | Approved | Set |
| COUNTY ATTORNEY | | Date Received: 9/14/2015 | Date Approved: 9/16/2015 |
| Approved as to Form: YES | | Approved as to Legal Sufficiency: YES, IF CHANGES MADE. | |
| Revisions Necessary? YES | | Board Action Necessary? YES | |
| Date Revisions were made? 9/16/2015 (BY ATTY.) | | SCOTT MCKEE | |
| FINANCE nte | | Date Received: 9/28/15 | Date Audited: 9/28/15 |
| Non encumbered contract Yes No | | | |
| ASSISTANT COUNTY MANAGER | | Date Received | Date Approved: |
| COUNTY MANAGER | | Date Received: 9/29/15 | Date Approved: 9/29/15 |
| BOARD OF COMMISSIONERS | | CLERK TO THE BOARD | 9/29/15 |
| Date approved by Board | | Date Received | Date Attested: |
| CONTRACT ADMINISTRATOR | | | |
| Attorney | Finance | Asst Cty Mgr | Cty Mgr |
| Outside Agency Signatures: | Date Sent: | Date received: | |
| Copies Delivered to Appropriate Departments: | | ORIGINATING | FINANCE |
| Original to Outside Agency: (Departments to deliver) | | Date: | |
| File County Original / Add to Database: | | Date: | |
| NOTES: | | | |
| _____ copies sent to originating department with instruction to obtain signatures and return 1 executed original to Legal _____ copies sent to originating departments with note to forward to vendor PROBLEMS: Corrective Action: | | | |
| | | Date: | |
| | | Initial: | |

CONTRACT # 02
Northampton County Recidivism Reduction Services

MCT's Policy & Procedure - Administration
Section: 10 Title: Martin County Transit Contracts
MARTIN COUNTY TRANSIT'S MAIN NUMBER IS 789-4390.

**Transportation Agreement for Curb to Curb Service
(SFY 2015-2016)**

This agreement as set forth herein between Martin County, North Carolina, by and through its department, Martin County Transit (hereafter referred to as "MCT") and NORTHAMPTON COUNTY, NORTH CAROLINA, BY AND THROUGH ITS DEPARTMENT, NORTHAMPTON COUNTY RECIDIVISM REDUCTION SERVICES (hereinafter referred to as "Agency"), represents a mutual understanding of the agreement whereby MCT will provide to the Agency certain services as set forth below.

I. PURPOSE AND LIMITATIONS OF THE SERVICES

Transportation services are limited to individuals "adults" who are 18 years old or older (without adult escort) or a "minor(s)" (with an adult escort). Riders/clients that are in need of the transportation service who have been preapproved by Northampton County Recidivism Reduction Services for said service and verified by a signed fax sent to MCT.

The purpose of this agreement is to provide efficient and effective, specialized transportation for clients within the MCT service area. MCT's service area is defined as Martin County. Out of County services will be provided through this agreement at the request of the Agency. This contract applies to all programs and services funded by the Agency.

II. OBLIGATIONS OF PARTIES

A. MCT shall:

1. Be responsible for the administration of safe and reliable transportation.
2. **Martin County Transit provides curb to curb service only. MCT staff cannot assist riders beyond the curb of pick up or drop off.**
3. Comply with all state and local laws and ordinances governing vehicle and driver licensure and operation.
4. Agree to keep and maintain proper business records of all services and charges provided to the Agency under this agreement. The source of these records shall be information supplied to the Agency and MCT as recorded by driver route documentation.
5. Provide services Monday through Friday, between the general hours of 6:30 AM and 5:00 PM, services may be provided outside normal operating hours as requested by the Agency for special events, etc.
6. Schedule all trips in a coordinating manner intended to maximize on-time performance, vehicle utilization, minimize passenger ride time & deadhead service, while considering Agency requirements. **For these purposes, a trip is considered "On-Time" if the initial pickup is made within +/- 45/15 (45 minutes before scheduled pick-up time or 15 minutes after scheduled pick-up time) minutes of the scheduled time.**
7. Make all books and records maintained by MCT pertaining to the Agreement available to the Agency or its representatives for the purpose of inspection or audit during normal business hours upon reasonable notice.
8. Submit to the Agency, on or before the 15th day of each month, an invoice for services provided in the prior calendar month. Agencies will have thirty (30) calendar days to bring billing disputes to the attention of MCT. MCT reserves the right to make adjustments to the previous month's invoice as necessary. MCT further

CONTRACT # 02

Northampton County Recidivism Reduction Services

reserves the right to refuse billing disputes not brought to our attention within the above-specified time frame.

9. Provide service during inclement weather in accordance with the policies and procedures of MCT. No Service will be provided on New Years Day, Martin Luther King Jr's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving, the Friday following Thanksgiving, Christmas Eve, Christmas Day, or the day after Christmas.
10. **Martin County Transit drivers shall not collect any consumer contributions from "agency" (NCRRS) clients. For billing invoice questions this contact is provided: Susan Holliday at 789-4392. For route and pick up time questions call the Dispatcher (Annie Spivey) at 789-4393. For customer complaints, unsafe driving reports, ADA issues, Civil Rights and Title VI concerns call the MCT Deputy Director (Frank Halsey Jr.) at 789-4496. The main MCT number (with voicemail) is 789-4390 to schedule a ride.**

B. The Agency Shall:

1. Provide MCT with written or facsimile service request including but not limited to the time, physical address, street address, location of pickups and discharges, as well as the names, telephone numbers, special needs (e.g. vans with wheelchair lift, type of wheelchair), and identify the funding source to be charged, for all clients the Agency requests to be served. **Individual service requests must be submitted by 12 noon three business days prior to the requested date of service. The fax or written service request must be signed by an "agency" employee of NCRRS in order for this to be valid.** The local agency contact for the NCRRS program is Karen Lee (Director) who will fax the list of riders to the MCT. The fax number to MCT is 1-252-789-4394

The Agency will recognize a +/- 45/15 minutes deviation (pick up time) when scheduling trips.

2. Provide MCT with adequate notice of cancellation for prescheduled transportation. **"Adequate notice" is defined as 24 hours before an MCT driver attempts to perform the scheduled transportation pick up of the NCRRS (agency) rider. If the trip is not canceled appropriately and is marked a "No Show" a fee will be charged to the agency (NCRRS). The "No Show" fee will be calculated using the formula outlined in Section 3A as if the scheduled transportation was performed for the client. The agency (NCRRS) must secure and is responsible for the payment to MCT for the "No Show" fee. The NCRRS agency shall require it's riders to call 789-4390, and to speak directly with MCT staff to cancel the ride with the MCT van/bus. (This is the only way to avoid a "No Show" fee.) The agency shall supply MCT with a copy of its own "No Show" policy used to manage this problem.**
3. A. Reimburse MCT for transportation services within thirty days of receipt of the monthly invoice as submitted. Any extension of time for payment must be approved in advanced by the MCT Director.

- B. **RATE FOR UNIT OF SERVICE (ONE-WAY TRIP):**
One unit = one service mile. Reimburse MCT for all services rendered at a base rate of **\$1.79 per service mile**. This rate will be adjusted to offset fuel price increases/decreases. Adjustments for increases/decreases in the price of fuel will be made at the rate of \$.01 per mile per \$.07 per gallon increment above or below the average gas price of **\$3.56 per gallon. (Effective July 1, 2014)** For invoicing purposes, the rates described

CONTRACT # 02

Northampton County Recidivism Reduction Services

above will be shared between clients/agencies represented on a specific route using the following formula:

$$\frac{(\text{Number of Service Miles of a Specific Route}) (\text{Rate})}{\text{Number of Passengers Specific to the Route}}$$

**Wait time will be charged directly to the individual(s) causing the wait time to occur.*

Service miles are defined as all miles generated in the provision of service, from the time the vehicle leaves MCT's parking lot or outpost until it returns or begins a separate route. Wait time is defined as anytime a driver spends waiting for a client in excess of 15 minutes, which prohibits him from servicing other MCT clients. Agencies will be invoiced using the above formula. The rates specified above apply to all miles and to all vehicles used for the provision of MCT service.

In the event the Agency disputes the accuracy of charges for any trip, the Agency will have thirty (30) calendar days to bring billing disputes to the attention of MCT. MCT reserves the right to make adjustments on the following month's invoice as necessary. MCT further reserves the right to refuse billing disputes not brought to our attention within the above-specified time frame.

- C. In the event the Federal Minimum Wage Rate is increased during the term of this agreement, from July 1, 2015 to June 30, 2016, MCT reserves the right to renegotiate the payment terms of the agreement. Renegotiations will be focused on the adjustment of the base rate of reimbursement as set forth in Section 3A. The rate will be adjusted to reflect any financial increase over minimum wage after 7/1/2015, plus any applicable wage related expenses. Notwithstanding any of the foregoing, any changes or adjustment in the payment or rate terms shall be in writing and mutually agreed by both parties.
4. Notify MCT of service complaints within forty-eight hours. Complaints must be supported with written documentation and signed by the person preparing the complaint.
 5. Obtain prior approval from MCT when requesting new or exceptional services.
 6. The agency shall acknowledge that MCT offers "curb-to-curb" service only. Drivers are not permitted to provide assistance to passengers from the door of their origination to the door of their destination. Drivers are not permitted to provide assistance up and down any number of steps for passengers in wheelchairs. Drivers are not permitted to enter client's homes or medical facilities for any reason. Drivers are not permitted to sign passengers in or out of service buildings. Passengers should be ready within 45 minutes of their scheduled pick-up time. Personal Care Attendants (PCA) of passengers requiring additional assistance may ride for no charge, provided that the request is made in advance, their origin and destination are the same, and the PCA is limited to one person. Only one adult escort/attendant (age 18 years or older) can ride "free" with the client/rider to attend to the rider's needs.
 7. Ensure that no trips are taken involving the transportation of Agency clients for religious or political activities or any trips that are prohibited by law.
 8. Agree to assist in the enforcement of MCT's policies and in the education of consumers using the MCT system. Agency shall notify each rider of the "passenger behavior guidelines" included in the RGP brochure provided by MCT. Agency shall give each of its clients this RGP brochure to read before riding the MCT system.

CONTRACT # 02
Northampton County Recidivism Reduction Services

C. General Terms:

1. This agreement shall take effect on July 1, 2015 and shall be effective through June 30, 2016. This Agreement will be automatically renewed for successive 1-year terms unless terminated in writing by either party in accordance with section C3 below.
2. Any modification or amendments to this Agreement shall be in writing and when signed by all parties shall be made a part of hereof.
3. Either party upon thirty (30) days' notice advance written notice to the other may terminate this Agreement at the end of the current fiscal year.
4. Only clients of the Agency may receive services under this agreement. Except as specifically authorized herein, neither party shall transfer, assign or subcontract any rights or obligations of this Agreement without prior written approval from the other party.
5. All notices and other communications pertaining to this agreement shall be in writing and shall be deemed delivered if personally delivered to the other party or if sent by certified mail, return receipt requested, postage prepaid. A notice sent by certified mail, shall be deemed received on the third business day after the mailing date. All notices or communications between Agency and MCT pertaining to the Agreement shall be addressed as shown below.
6. **"Minors Policy" and the "No Show" connection** - MCT can transport "minors" (persons under age 18 years) only if the agency has supplied an adult escort (age 18 or older) to travel with the "minor". **MCT shall refuse to transport any minor (under age 18 years) who does not have an adult/guardian escort with him/her for the ride. MCT shall not charge the adult/guardian escort for the transport when the clients/riders are minors.** (There is a limit of only one adult escort allowed to ride "free" with the minor(s) on each trip. For clarification, the agency shall include the name of the adult/guardian escort that will be traveling with the "minor(s)". Agency will indicate on the fax form which clients/riders are "minors" (under age 18 years) that require the adult to ride free with him/her. **The agency (NCRRS) shall address issues in which the adult/guardian escort did not attempt to ride with the minor. This situation is also considered a "No Show" issue for the adult/guardian escort failed to ride with the "minor". The agency (NCRRS) shall pay for this "No Show" cost since the MCT driver could not transport the minor.**

| | |
|---|--|
| Northampton County Recidivism Reduction Services P.O. Box 975 Jackson, N.C. 27845 Attention <u>Karen Lee</u> (NCRRS Director) | Martin County Transit P.O. Box 668 Williamston, N.C. 27892 Attention Susan Davenport (Martin County Transit Director) |
| <u>karen.lee@nhcnc.net</u> | <u>susan.davenport@martincountyncgov.com</u> |
| Phone # 1-252-534-1627 office | Phone # 1-252-789-4402 |
| Fax 1-252-534-1506 Director's cell number is 252-536-8652 The local contact for the NCRRS program is <u>Beverly Turner</u> . Her cell number is 1-252-661-5555. | Send all payments to the attention of <u>Susan Holliday</u> at the address above. Susan Holliday can be reached at <u>1-252-789-4390</u> about the invoices. MCT fax number is 1-252-789-4394. Fax list of approved client/riders to this number. |

CONTRACT # 02
Northampton County Recidivism Reduction Services

1. Failure to enforce any provision of this contract shall not be constructed as a waiver of such a provision or otherwise affect the validity of this contract.
2. If any provision of this contract is adjudicated invalid by any court of competent jurisdiction, the provision deemed invalid will not affect the remainder of this contract.

IN TESTIMONY WHEREOF, MARTIN COUNTY TRANSIT AND AGENCY through their authorized officers and by their own hands have set forth their hands and seals on the day and year written.

AGENCY- NORTHAMPTON COUNTY, NORTH CAROLINA

By: _____

(Title)

Date: _____

Attested _____

(Title)

Date _____

MARTIN COUNTY, NORTH CAROLINA

By: Susan Darupart
Director
(Title)

Date: September 22, 2015

Attested Freddie Hickey Jr
ACT Deputy Director
(Title)

Date 9/22/2015

9-10-2015 revision (transport minors/adults) fgh

This instrument has been pre-audited in the manner as

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

Decision Paper

TO: Northampton County Board of Commissioners
FROM: Northampton County Recidivism Reduction Services (RRS)
(Formerly Treatment for Effective Community Supervision)
DATE: September 21, 2014
REFERENCE: Rental Agreement

Purpose:

To obtain the Board's permission to enter into a rental agreement with Robersonville Ice and Coal, Inc., for office space in Williamston, North Carolina (Martin County).

Fact:

The North Carolina Department of Public Safety, Division of Community Corrections has awarded Northampton County's RRS program the contract to provide evidenced based services to offenders in Martin County. Robersonville Ice and Coal, Inc. will rent space for \$350.00 monthly, a total of \$4,200.00 per year.

Discussion:

Robersonville Ice and Coal, Inc. has office space available is willing to rent the space for \$350.00 per month. The Recidivism Reduction Program will work with high risk; high need offenders in Martin County. The office space is located on Main Street and is located near the Probation/Parole Office and the Martin County Sheriff's Office; therefore, this is a prime location for office space.

Conclusion:

Approval of the rental agreement with Robersonville Ice and Coal, Inc. will allow the Recidivism Reduction Services program to provide evidenced based services for offenders in Martin County.

Recommendation:

The Board of Commissioners approves the rental contract with Robersonville Ice and Coal, Inc. for office space in Martin County.

Respectfully submitted,
Karen Lee, Director
Northampton County Recidivism Reduction Services

Coordination: Kimberly Turner, County Manager
Concur: Kimberly Turner
Concur with comment: 9/30/15
Non-Concur: _____

Leslie Edwards, Finance Director
Concur: Leslie A. Edwards
Concur with comment: _____
Non-concur: _____

| NORTHAMPTON COUNTY CONTRACT CONTROL SHEET | | CONTRACT/VENDOR | |
|---|---------------|--|----------------------------|
| VENDOR # _____ | | Robersonville Ice and Coal, Inc. | |
| | | Address P.O. Box 106 | |
| | | Contact Robersonville, NC | |
| | | Originals | 0 Copies |
| CONTRACT # _____ | | Amount \$ 4,200.00 | |
| New Contract <u>XX</u> | | | |
| Renewal _____ | | Date originally approved by the Board of Commissioners _____ | |
| Cost or Material Changes _____ | | | |
| Original Contract sent to Contract Administrator _____ | | Date: _____ | |
| Originating Department/Individual: RRS | | Item or Service: _____ | |
| Department Involved: RRS | | Type of Contract: Rental Agreement | |
| Line Item Budgeted: _____ | | Period of Coverage: October 1, 2015-June 30, 2016 | |
| GRANTS | | | |
| Board approval for Application | | Approved _____ | Set _____ Verified _____ |
| Board approval for Acceptance | | Approved _____ | Set _____ Verified _____ |
| COUNTY ATTORNEY | | Date Received: 9/27/2015 | Date Approved: 9/28/2015 |
| Approved as to Form: YES | | Approved as to Legal Sufficiency: YES | |
| Revisions Necessary? YES | | Board Action Necessary? YES | |
| Date Revisions were made? 9/28/2015 (BY ATTY.) | | Jorge Neke | |
| FINANCE JHE | | Date Received: 9/28/15 | Date Audited 9/29/15 |
| Non encumbered contract Yes _____ No _____ | | | |
| ASSISTANT COUNTY MANAGER | | Date Received _____ | Date Approved: _____ |
| COUNTY MANAGER | | Date Received: 9/30/15 | Date Approved: 9/30/15 |
| BOARD OF COMMISSIONERS | | CLERK TO THE BOARD 9/30/15 | |
| Date approved by Board _____ | | Date Received _____ | Date Attested: _____ |
| CONTRACT ADMINISTRATOR | | | |
| Attorney _____ | Finance _____ | Ass't City Mgr _____ | City Mgr _____ Clerk _____ |
| Outside Agency Signatures: _____ | | Date Sent: _____ | Date received: _____ |
| Copies Delivered to Appropriate Departments: _____ | | ORIGINATING _____ | FINANCE _____ |
| Original to Outside Agency: _____ (Departments to deliver) | | Date: _____ | |
| File County Original / Add to Database: _____ | | Date: _____ | |
| NOTES: | | | |
| <p>_____ copies sent to originating department with instruction to obtain signatures and return 1 executed original to Legal</p> <p>_____ copies sent to originating departments with note to forward to vendor</p> | | | |
| PROBLEMS: | | | |
| Corrective Action: _____ | | Date: _____ | Initial: _____ |

NORTH CAROLINA

LEASE AGREEMENT

MARTIN COUNTY

THIS LEASE AGREEMENT (the "Lease"), effective as of October 1, 2015, by and between **ROBERSONVILLE ICE AND COAL, INC.**, a North Carolina corporation (the "Landlord") and **NORTHAMPTON COUNTY**, a body politic and corporate of the State of North Carolina (the "Tenant").

RECITALS

A. Landlord owns fee simple title to a certain parcel of real property located at 115 East Main Street, Williamston, Martin County, North Carolina 27892, including the structure located thereon known as the Manning Building (the "Property"). The Property is identified as Martin County Tax Property ID No. 05-01891 and Martin County PIN No. 5777-61-4733.

B. Landlord and Tenant desire that Tenant lease the Property from the Landlord pursuant to the terms and conditions hereinafter set forth, and pursuant to and in furtherance of the foregoing, the parties desire to enter into this Lease.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants of the parties herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord hereby demises and lets to Tenant and Tenant hereby takes from Landlord the Property for the term and upon the covenants, terms and conditions herein contained, and in connection therewith the parties agree as follows:

1. **TERM:**

A. The term of this Lease is for one year, beginning on October 1, 2015 and expiring at midnight on September 30, 2016.

B. Landlord grants to Tenant automatic annual renewal of this Lease with all other terms and conditions of the renewal lease to be the same as those in this Lease.

C. To terminate or cancel this annual option to renew, either Landlord or Tenant must give written notice of intention for non-renewal at least thirty (30) days before this Lease, or any annual renewal thereof, expires.

D. Either Landlord or Tenant has the option to terminate this Lease, or any annual renewal thereof, at any time with thirty (30) days written notice.

2. **RENT:**

A. The total rent under this Lease shall be \$4,200.00 per year and shall include electricity, water, sewer and maintenance of both the heating and air-conditioning system and the structural building located on the Property.

B. No security deposit shall be required of Tenant.

C. Tenant shall pay Landlord the above-specified amount in installments of \$350.00 each month, beginning on October 1, 2015, with succeeding payments due on the 1st day of each subsequent month during the term of this Lease.

3. **REPAIRS AND MAINTENANCE:**

A. Tenant shall, at its expense, maintain the Property and keep the same in good repair as to normal everyday wear and maintenance.

B. Landlord shall, at its expense, keep the interior of the structural building located on the Property in good order and repair, including, but not limited to, maintaining and repairing all glass windows, air return filters, doors, door locks, equipment, electrical fixtures, plumbing, plumbing fixtures and HVAC system. Landlord shall further perform all necessary maintenance or repairs to keep the Property in a good state of repair. Such repairs and maintenance include, but are not limited to, upkeep to the roof, foundation, exterior walls, interior structural walls and all structural components of the building located on the Property. Landlord shall also repair and maintain all parking areas, sidewalks, and landscaping at the Property.

4. **TAXES AND ASSESSMENTS:**

Landlord shall list and promptly pay when the same shall become due all ad valorem taxes, levies and assessments upon the Premises and any of its personal property located thereon.

5. **INSURANCE:**

A. During the Term of this Lease, Landlord shall, at its expense, obtain and keep in full force and effect, personal injury and property damage insurance, insuring against claims of bodily injury or death, personal injury or property damage arising out of or in connection with Landlord's activities upon, in or about the Property in such amounts as Landlord deems advisable.

B. During the Term of this Lease, Landlord shall, at its expense, obtain and keep in full force and effect, commercial property insurance insuring the Building, for the amount of the full replacement of its value as such value may exist from time to time.

6. **DELIVERY, ACCEPTANCE AND SURRENDER OF PREMISES:**

A. Landlord represents that the Property is in fit condition for use by Tenant. Acceptance of the Property by Tenant shall be construed as recognition that the Property is in a good state of repair and

in sanitary condition.

B. Tenant shall surrender the Property at the end of the Lease term, or any renewal of such term, in the same condition as when Tenant took possession, allowing for reasonable use and wear, and damage by acts of God, including fires and storms. Before delivery, Tenant shall remove all business signs placed on the Property by Tenant and restore the portion of the Property on which it was placed in the same condition as when received.

7. **ENTRY ON PREMISES BY LANDLORD:**

With notice to Tenant, Landlord reserves the right to enter on the Property at reasonable times to inspect it, perform required maintenance and repairs, or to make additions, alterations or modifications to any part of the building in which the Property is located, and Tenant shall permit Landlord to do so.

8. **ASSIGNMENT, SUBLEASE OR LICENSE:**

A. Tenant shall not assign or sublease the Property, or any right or privilege connected with the Property, or allow any other person except agents and employees of Tenant to occupy the Property or any part of the Property without first obtaining a written consent of Landlord. Consent by Landlord shall not be a consent to a subsequent assignment, sublease or occupation by other persons.

B. An unauthorized assignment, sublease or license to occupy by Tenant shall be void and shall terminate this Lease at the option of Landlord.

C. The interest of Tenant in this Lease is not assignable by operation of law without the written consent of Landlord.

9. **GOVERNING LAW:**

It is agreed that this Lease shall be governed, construed and enforced in accordance with the laws of the State of North Carolina.

10. **ENTIRE AGREEMENT:**

This Lease shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease shall not be binding upon either party except to the extent incorporated in this Lease in writing.

11. **MODIFICATION OF AGREEMENT:**

Any modification of this Lease or additional obligation assumed by either party in connection with this Lease shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

12. **NOTICES:**

A. All notices, demands or other writings that this Lease requires to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and

deposited in the United States mail, registered and postage prepaid, and addressed as follows:

To Landlord: Robersonville Ice and Coal, Inc.
Attn: C. Morton Hurst, III
P.O. Box 106
Robersonville, NC 27871

To Tenant: Northampton Recidivism Reduction Services
Attn: Karen Lee, Director
P.O. Box 975
Jackson, NC 27845

B. The addresses to which any notice, demand or other writing may be given or made or sent to any party as above provided may be changed by written notice given by such party as above provided.

13. **BINDING EFFECT:**

This Lease shall bind and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties.

14. **PARAGRAPH HEADINGS:**

The titles to the paragraphs of this Lease are solely for the convenience of the parties and shall not be used to explain, modify, simplify or aid in the interpretation of the provisions of this Lease.

IN WITNESS WHEREOF, Landlord and Tenant have each executed or caused this Lease Agreement to be executed by their duly authorized representatives in the manner prescribed by law as of the day and year first above written.

[Signatures and Notary Acknowledgments on Following Pages]

LANDLORD:

ROBERSONVILLE ICE AND COAL, INC.

By: _____

Name: _____

Title: _____

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public of aforesaid state and county, do hereby certify that _____, _____ (Title) of ROBERSONVILLE ICE AND COAL, INC., (the "Signatory"), personally appeared before me this day and by authority duly given, voluntarily acknowledged the due execution of the foregoing instrument on behalf of the Corporation for the purpose stated therein and in the capacity indicated. I certify that the Signatory personally appeared before me the day, and (check one of the following)

_____ (I have personal knowledge of the identity of the Signatory); or

_____ (I have seen satisfactory evidence of the Signatory's identity, by a current or state or federal identification with the Signatory's photograph in the form of: (check one of the following)

_____ a drivers license or

_____ in the form of _____); or

_____ (a credible witness has sworn to the identity of the Signatory).

Witness my hand and notarial stamp or seal this _____ day of _____, 2015.

Notary Public (signature)

Notary Public (print/type)

My Commission Expires: _____
[NOTARY PUBLIC SEAL/STAMP]

TENANT:

ATTEST:

NORTHAMPTON COUNTY:

Michelle Nelson
Clerk to the Board of Commissioners

Fannie P. Greene
Chair, Board of Commissioners

STATE OF NORTH CAROLINA

NORTHAMPTON COUNTY

I, _____, a Notary Public of the aforesaid County and State, do hereby certify that Michelle Nelson came before me this day and being by me sworn, says she knows the corporate seal of Northampton County and is acquainted with Fannie P. Greene, who is the Chair of the Northampton County Board of Commissioners, and that she, Michelle Nelson, is the Clerk to the Northampton County Board of Commissioners, and that she saw the Chair sign the foregoing Loan Agreement and affix the corporate seal of Northampton County to it with the specific intent that it is executed as an instrument under seal, and that she, Michelle Nelson, signed her name in attestation of the execution of the instrument in the presence of the Chair, and that the foregoing Loan Agreement is the act of Northampton County.

Witness my hand and notarial stamp or seal this ____ day of _____, 2015.

Notary Public (signature)

Notary Public (print/type)

My Commission Expires: _____
[NOTARY PUBLIC SEAL/STAMP]

Resolution Authorizing the Donation of Surplus Property and Management Matters:

Ms. Kimberly Turner, County Manager, appeared before the Board to obtain approval for a resolution requesting the Board to declare a server (as listed in the resolution) surplus property and authorize her as the County Manager to donate said property to the Town of Woodland's Police Department.

A motion was made by Robert Carter and seconded by Joseph Barrett that the Board approve the resolution authorizing the donation of surplus property. **Question Called:** *All present voting yes.* **Motion carried.**

Ms. Turner also reminded the Board of Gaston Fire Department's Grand Opening on Saturday, October 17th.

**PLEASE SEE SCANNED DOCUMENT WHICH IS
HEREBY MADE A PART OF THESE MINUTES:**

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

**RESOLUTION
AUTHORIZING THE DONATION OF SURPLUS PROPERTY**

WHEREAS, the Board of Commissioners of Northampton County desires to donate certain County-owned surplus property, pursuant to North Carolina General Statute 160A-280; and,

WHEREAS, Northampton County has surplus computer equipment that has been taken out of service: HP Proliant ML350 G6 (SN: MXQ92001VU P/N 517429-005); and

WHEREAS, the Town of Woodland Police Department has expressed an interest in obtaining this equipment; and

NOW, THEREFORE BE IT RESOLVED, that the Board of Commissioners of Northampton County does declare said property as surplus and authorizes the County Manager to donate said property to the Town of Woodland Police Department for the use of Town business.

Adopted this the 5th day of October, 2015.

Fannie P. Greene, Chairwoman
Northampton County Board of Commissioners

ATTEST:

Michelle Nelson, Clerk
Northampton County Board of Commissioners

Citizens/Board Comments:

Chairwoman Greene called for citizens comments.

Ms. Belinda Joyner asked the Board to consider changing the third Monday's meeting to an evening meeting so that working citizens can attend.

Chairwoman Greene mentioned that she had that discussion with Ms. Joyner at another meeting and she said that she would discuss this issue with the Board.

Mr. Floyd Joiner had comments about the centrally located High School, and wanted to know what methods the Board of Commissioners and the Board of Education have developed to finance the school. He asked if there was a plan going forward.

Chairwoman Greene explained where the two Boards are in this process. County Attorney McKellar also added to the conversation concerning the timeline of the process, and the terms of the mediation agreement between both Boards. He also noted that there is proposed funding for a centrally located school, and that the parties are moving forward with this plan.

Chairwoman Greene called for Board comments.

Chairwoman Greene mentioned that she completed the advanced leadership course last week in Chapel Hill, NC.

Commissioner Carter went back to the point that Ms. Joyner made about evening Commissioners' meetings. He noted that they have attempted to have evening meetings before, and that citizens didn't attend, so they went back to the original schedule. However, he is open to having evening meetings to see if the citizens have an interest in coming.

Chairwoman Greene called on the student representative Nathan Rowe and asked if he had any comments. He thanked the Commissioners for the opportunity to attend the meeting. He said he learned a lot about the different departments in the County, and thanked the Commissioners for what they do.

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

Question Called: All present voting yes. Motion carried.

A motion was made by Chester Deloatch and seconded by Joseph Barrett to enter into closed session for the purpose of G.S. 143-318.11 (a)(3) to discuss matters concerning the Board of Education. **Question Called: All present voting yes. Motion carried.**

Closed Session G.S. 143-318.11 (a)(3):

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

A motion was made by Chester Deloatch and seconded by Robert Carter to enter into regular session. **Question Called: All present voting yes. Motion carried.**

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

Michelle Nelson, Clerk to the Board
"r.m. 10-05-15"