

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

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

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

Agenda Work Session:

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

Regular Session:

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

Approval of Special Meeting Minutes for March 2, 2016:

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

Approval of Regular Session Minutes for March 21, 2016:

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

Approval of Agenda for April 4, 2016:

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

Budget Amendments:

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

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

DATE 03/29/15

JE-NO 32

[illegible]

PREPARED BY Leslie Edwards

POSTED BY Mary Bradley

APPROVED BY Kenneth L. Jensen

DATE 03/29/15

BOARD APPROVED

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

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

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

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

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

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

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



NORTHAMPTON COUNTY HEALTH DEPARTMENT

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



DECISION PAPER

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

PURPOSE:

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

FACTS:

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

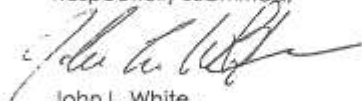
DISCUSSION:

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

RECOMMENDATIONS:

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

Respectfully submitted,



John L. White,
Acting Health Director

COORDINATION:

County Manager:

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

Finance Director:

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

| NORTHAMPTON COUNTY CONTRACT CONTROL SHEET | | CONTRACT/VENDOR Albemarle Regional Health Services | |
|--|--------------------------|--|---|
| VENDOR # 8107 | | Address | 711 Roanoke Ave/PO Box 189 Elizabeth City, NC 27909 |
| | | Contact | Jerry Parks, Health Director/Project Director |
| | | 2 | Originals 0 Copies |
| CONTRACT # | | Amount \$ 2,500.00 | |
| New Contract | No | | |
| Renewal | Yes | Date originally approved by the Board of Commissioners 7/20/2015 | |
| Cost or Material Changes \$250.00 increase | | | |
| Original Contract sent to Contract Administrator | | Date: | 1/29/2016 |
| Originating Department/Individual: John L. White, Acting H.D. | | Item or Service: | Health Education |
| Department Involved: Health Department | | Type of Contract: | Contract |
| Line Item Budgeted: 113450-451801 | | Period of Coverage: | 9/30/2015 - 9/29/2016 |
| GRANTS | | | |
| Board approval for Application | | Approved | Set Verified |
| Board approval for Acceptance | | Approved | Set Verified |
| COUNTY ATTORNEY | Date Received: 1/29/2016 | Date Approved: | 2/22/2016 |
| Approved as to Form: YES | | Approved as to Legal Sufficiency: YES | |
| Revisions Necessary? No | | Board Action Necessary? YES | |
| Date Revisions were made? N/A | | [Signature] | |
| FINANCE JHE | Date Received: 3/22/16 | Date Audited | 3/23/16 |
| Non encumbered contract Yes No | | | |
| ASSISTANT COUNTY MANAGER | | Date Received | Date Approved: |
| COUNTY MANAGER | | Date Received 03/29/16 | Date Approved: 03/29/16 |
| BOARD OF COMMISSIONERS | | CLERK TO THE BOARD | 3/24/16 |
| 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: | | | |
| <p>____ copies sent to originating department with instruction to obtain signatures and return 1 executed original to Legal</p> <p>____ copies sent to originating departments with note to forward to vendor</p> <p>PROBLEMS:</p> <p>Corrective Action: _____ Date: _____ Initial: _____</p> | | | |

PROFESSIONAL AGREEMENT

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

1.0 SERVICES OF AGENCY

1.1 Scope of Work.

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

1.2 Agency's Proposal.

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

1.3 Compliance with Law and Service of Process.

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

1.4 Familiarity with Work.

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

1.5 Further Responsibilities of Parties.

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

2.0 **COMPENSATION**

2.1 Contract Sum.

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

2.2 Method of Payments.

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

3.0 **PERFORMANCE SCHEDULE**

3.1 Schedule of Performance.

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

3.2 Force Majeure.

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

3.3 Term.

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

4.0 COORDINATION OF WORK

4.1 Representative of Agency.

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

John White

Virginia McClary

Sheila Person

4.2 Contract Officer.

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

5.0 RECORDS AND REPORTS

5.1 Ownership of Documents.

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

5.2 Release of Documents.

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

6.0 ENFORCEMENT OF AGREEMENT

6.1 North Carolina Law.

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

6.2 Waiver.

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

6.3 Termination Prior to Expiration of Term.

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

7.0 **NON-DISCRIMINATION**

7.1 Conflict of Interest.

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

7.2 Covenant Against Discrimination.

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

8.0 MISCELLANEOUS PROVISIONS

8.1 Notice.

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

8.2 Interpretation.

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

8.3 Integration; Amendment.

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

8.4 Severability.

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

8.5 Authority.

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

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

ARHS:

Albemarle Regional Health Services
Partnership to Improve Community Health



Jerry L. Parks, MPH
Project Director



K. Battle Betts
Authorized Business Official

AGENCY:

Northampton County Health Department

John White
Interim Health Director

Grant Number: 1U58DP005711-01
Document Date: 10/2/15
Approved 10/21/15

I. Name of Contractor: Institution

Northampton County Health Department

II. Method of Selection: Sole Source

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

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

III. Period of Performance:

September 30, 2015 – September 29, 2016

IV. Scope of Work:

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

Grant Number: 1U58DP005711-01

Document Date: 10/2/15

Approved 10/21/15

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

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

V. Method of Accountability:

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

VI. Itemized Budget and Justification:

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

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

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

Total Local Public Health Departments \$42,500.00

This Instrument has been pre-audited in the manner as

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



NORTHAMPTON COUNTY HEALTH DEPARTMENT

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



DECISION PAPER

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

PURPOSE:

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

FACTS:

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

DISCUSSION:

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

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

Respectfully submitted,



John White
Acting Health Director

COORDINATION:

County Manager:

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

Finance Director:

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



Public Health Month

2016

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

A Proclamation

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

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

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

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

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

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

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

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

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

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

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

Fannie Greene
Chair, Northampton County Commissioners

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

Agreement for Professional Consulting Services:

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

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

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



STRIVING TO HELP IMPROVE
THE WELL-BEING OF OUR CITIZENS

**NORTHAMPTON COUNTY
DEPARTMENT OF SOCIAL SERVICES**

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



SHELIA MANLEY EVANS
DIRECTOR

DECISION PAPER

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

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

FACTS:

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

DISCUSSION:

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

RECOMMENDATION:

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

COORDINATION:

Finance Officer:

Concur *Delia A. Edwards*
3-14-16

Concur with Comment _____

Non- concur _____

County Manager:

Concur *Kimberly F. [Signature]*

Concur with Comment _____

Non-concur _____

| NORTHAMPTON COUNTY CONTRACT CONTROL SHEET | | CONTRACT/VENDOR | |
|---|---------|--|-------------------------|
| VENDOR # | | Johnson PCT | |
| | | Address 2307 Patsy McLawhorn Rd | |
| CONTRACT # | | Contact Greenville NC 27834 | |
| New Contract | | 1 Originals 2 Copies | |
| Renewal | | Amount \$ 3,000 (4 hrs/month) + 100/hr for additional services | |
| Cost or Material Changes | | Date originally approved by the Board of Commissioners New | |
| Original Contract sent to Contract Administrator Date: | | | |
| Originating Department/Individual: Shelia Evans | | Item or Service: Consulting Services | |
| Department Involved: DSS | | Type of Contract: | |
| Line Item Budgeted: Professional Services | | Period of Coverage: 3-1-16 through 6-30-16 | |
| GRANTS | | | |
| Board approval for Application | | Approved | Set Verified |
| Board approval for Acceptance | | Approved | Set Verified |
| COUNTY ATTORNEY | | Date Received: 3/2/2016 | Date Approved: 3/2/2016 |
| Approved as to Form: YES | | Approved as to Legal Sufficiency: YES, IF REVISIONS MADE. | |
| Revisions Necessary? YES | | Board Action Necessary? YES | |
| Date Revisions were made? 3/2, by Atty. | | SHELYA EVANS | |
| FINANCE | | Date Received: 03-10-16 | Date Audited: 03-14-16 |
| Non encumbered contract Yes No | | | |
| ASSISTANT COUNTY MANAGER | | Date Received | Date Approved: |
| COUNTY MANAGER | | Date Received: 3/15/16 | Date Approved: 3/15/16 |
| BOARD OF COMMISSIONERS | | CLERK TO THE BOARD | 3/15/16 |
| 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: | | | |
| <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: |

AGREEMENT FOR THE
PROVISION OF PROFESSIONAL
CONSULTING SERVICES

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

PROVISIONS:

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

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

NORTHAMPTON COUNTY DEPARTMENT
OF SOCIAL SERVICES

BY _____
DATE _____

JOHNSON PERSONNEL CONSULTING, INC.
BY _____
DATE _____

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

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

BY Auli Edwards

Ad Valorem Tax Appeals and Motor Vehicle Refunds:

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

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

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

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

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

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

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

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

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

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

Northampton County

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

BOARD OF COMMISSIONERS

P. O. BOX 808

JACKSON, N. C. 27845

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

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

North Carolina
County of Northampton

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

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

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

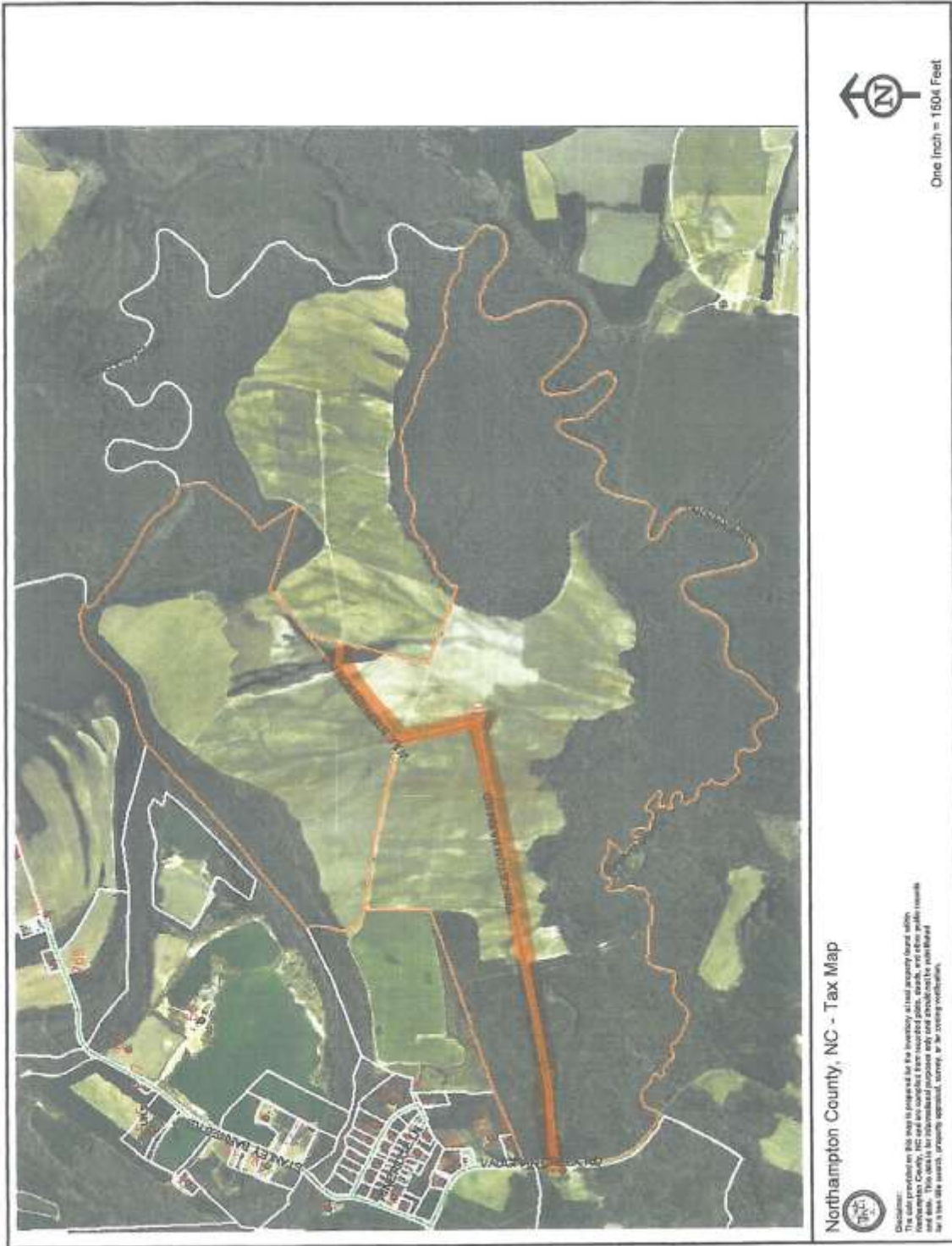
NOW, THEREFORE be it resolved by the Board of Commissioners of the County of Northampton that the Division of Highways is hereby requested to review the above described road, and to delete the road from the System if it meets established standards and criteria.

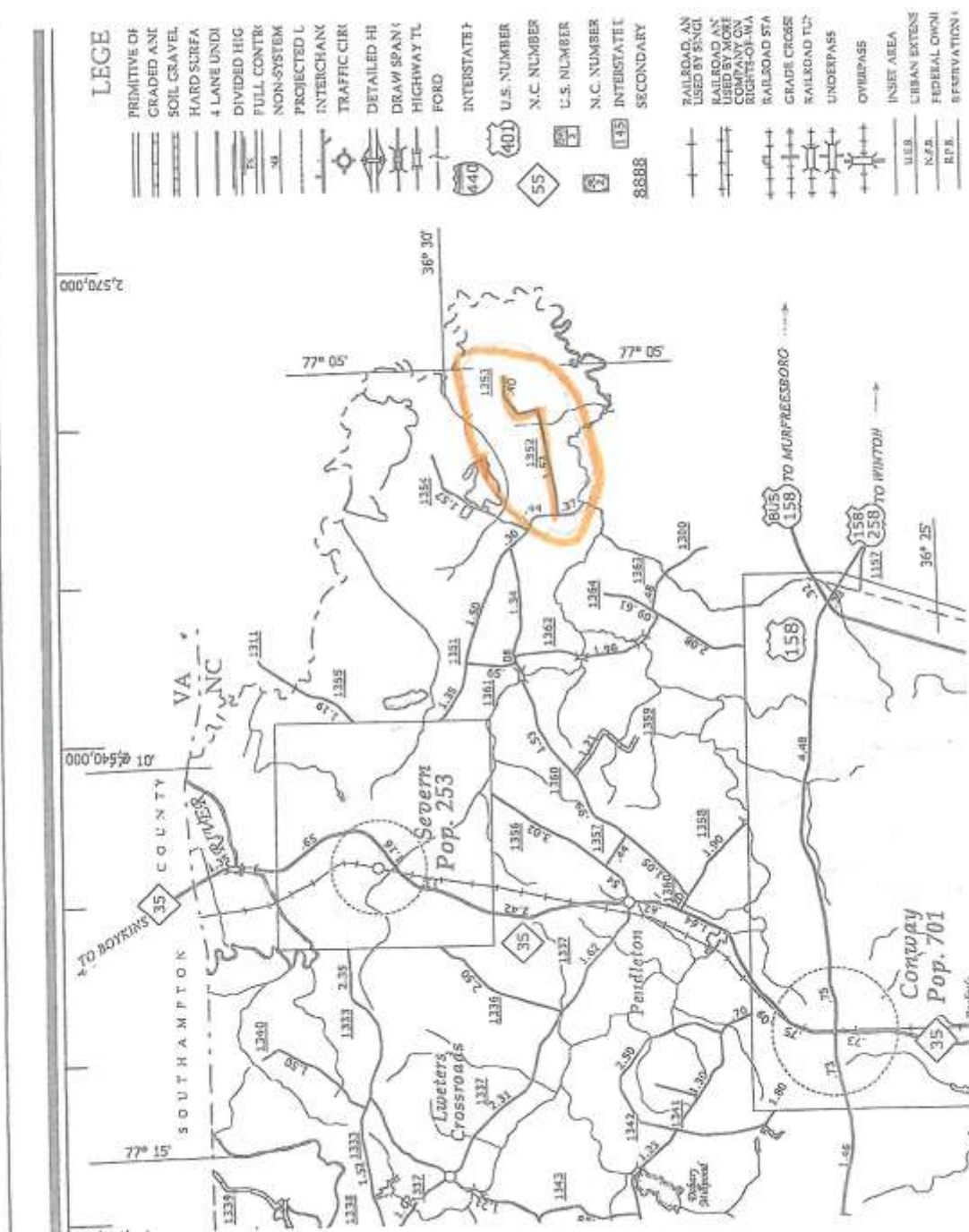
CERTIFICATE

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

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

Michelle Nelson, Clerk to the Board
Northampton County Board Commissioners





North Carolina Department of Transportation
Division of Highways
Abandonment Petition

North Carolina

County of Northampton

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

Maintained System

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

PROPERTY OWNERS

| Name | Address |
|-----------------------------|--|
| <u>Princeton Farms, LLC</u> | <u>1822 Lasker Rd</u> <u>Conway, NC 27820</u> |
| <u>Richard D. Steiner</u> | <u>1728 Tower Rd</u> <u>Margarettsville, NC 27853</u> |
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North Carolina Department of Transportation
Division of Highways
Abandonment Petition

North Carolina

County of Northampton

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

Maintained System

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

PROPERTY OWNERS

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

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

March 1, 2016

Dear Northampton County Commissioners',

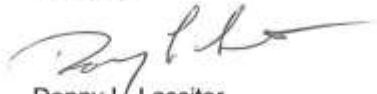
My family is one of two owners, which have had the opportunity to purchase the Princeton Farm, located on the Meherrin River on the eastern border of Northampton County. We would like to respectfully request that the Board of Commissioners at the request of NCDOT consider the abandonment of the state-maintained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

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

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

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

Sincerely,



Donny L. Lassiter
252-578-7361

March 1, 2016

Dear Northampton County Commissioners',

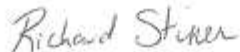
My family is one of two owners, which have had the opportunity to purchase the Princeton Farm, located on the Meherrin River on the eastern border of Northampton County. I would like to concur the request that the Board of Commissioners at the request of NCDOT consider the abandonment of the state-maintained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

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

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

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

Sincerely,

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

Richard Stiner
252-209-5641



March 28, 2016

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

Dear Ms. Turner:

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

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

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

implementation of the proposed option. We look forward to meeting with you and much conversation about the educational opportunities for our students.

Sincerely,



Morica Smith-Woofter, Ed.D.
Superintendent

Citizens/Board Comments:

Chairwoman Greene called for Citizens Comments.

None were heard.

Chairwoman Greene called for Board Comments.

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

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

A motion was made by Joseph Barrett and seconded by Robert Carter to recess regular session.
Question Called: *All present voting yes.* **Motion carried.**

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

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

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

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