# NORTHAMPTON COUNTY REGULAR SESSION March 20, 2017

Be It Remembered that the Board of Commissioners of Northampton County met on March 20, 2017, with the following present: Fannie Greene, Chester Deloatch, Charles Tyner, Geneva Faulkner, and Robert Carter.

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

# Chairman Carter called the meeting to order.

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

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

# **Agenda Work Session:**

A work session was held to discuss today's agenda items. Chairman Carter called upon County Manager Kimberly Turner for input. Ms. Turner had no changes. Chairman Carter called upon Commissioners for input. Commissioners had no changes.

# **Regular Session:**

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

### **Approval of Regular Session Minutes for March 6, 2017:**

A motion was made by Fannie Greene and seconded by Geneva Faulkner to approve the Regular Session Minutes for March 6, 2017. *Question Called: All present voting yes.* Motion carried.

# **Approval of Closed Session Minutes for March 6, 2017:**

A motion was made by Chester Deloatch and seconded by Geneva Faulkner to approve the Closed Session Minutes for March 6, 2017. *Question Called:* All present voting yes. <u>Motion carried.</u>

# Approval of Agenda for March 20, 2017:

A motion was made by Charles Tyner and seconded by Chester Deloatch to approve the agenda for March 20, 2017. *Question Called: All present voting yes.* Motion carried.

### **Relay for Life Proclamation:**

Honorable Laquitta Greene-Cooper, Clerk of Court, appeared before the Board to present a proclamation for Relay for Life declaring to "Paint the County Purple" beginning April 1<sup>st</sup> to May 31<sup>st</sup> to show an act of participation in the Relay for Life campaign. They are asking for residents to display a purple bow on their premises. The Relay for Life event will be held on May 19<sup>th</sup> and 20<sup>th</sup> at the Cultural and Wellness Center.

A motion was made by Geneva Faulkner and seconded by Fannie Greene to adopt the proclamation for Relay for Life as presented. *Question Called: All present voting yes.* <u>Motion carried.</u>

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

# PROCLAMATION

WHEREAS, "The American Cancer Society is the nationwide, community-based, voluntary health organization dedicated to eliminating cancer as a major health problem by preventing cancer, saving lives, and diminishing suffering fom cancer, through research, education, advocacy and service"; and

WHEREAS, "Relay for Life is a life changing, nationwide, signature event of the American Cancer Society that gives everyone in the communities across the globe a chance to celebrate the lives of people who have battled cancer, remember loved ones lost, and fight back against the disease"; and

WHEREAS, in May, 1985, Dr. Gordy Klatt started the first 24 hours movement around a track in Tacoma, Washington with a vision to raise money to fight the nation's biggest health concern, cancer and planned the first team relay event known as the City of Destiny Classic 24- Hour Run Against Cancer; and

WHEREAS, Relay for Life of Northampton county, NC recognizes that cancer never sleeps; cancer does not discriminate; and almost everyone has been touched by cancer, either through their own personal battle or through someone they love; and

WHEREAS, RELAY FOR LIFE OF NORTHAMPTON COUNTY, NC, respects that everyone's reason to Relay is unique and joins in the efforts to celebrate the aforementioned vision Friday, May 19 and Saturday, May 20, 2017 at the Northampton County Cultural and Wellness Center located on Hwy 305, Jackson, North the entire community taking turns walking around the track for the duration of the event. Everyone is invited to partake in activities, ceremonies, entertainment, food, games and fundraising opportunities for American Cancer Society; and

WHEREAS, Relay for Life of Northampton County strives to increase community awareness of cancer, stimulate a real sense of relationship, camaraderie and unity among everyone, and raise money to fight cancer. In this effort, every township, resident, church and business in Northampton County is encouraged to support its "PURPLE BOW CAMPAIGN" beginning Saturday, April 1 to Wednesday, May 31, 2017. To show active participation in this meaningful campaign, every resident is asked to display purple bows on their premises; and

WHEREAS, in conjunction to the Pre-Relay Activities, Relay for Life of Northampton County declares Monday, May 15, 2017 as "MAKE A DIFFERENCE DAY and encourages everyone to wear YELLOW in support of ALL CAREGIVERS; and Wednesday, May 17, 2017 as "STRUT YOUR STUFF DAY", everyone is encouraged to wear PURPLE in support of ALL SURVIVIORS; and

WHEREAS, Relay for Life of Northampton County demonstrates and spreads the message, "TOGETHER, we can SPREAD the HOPE, one step at a time and CELEBRATE LIFE – less cancer and more birthdays,"

NOW, THEREFORE, BE IT RESOLVED that the NORTHAMPTON COUNTY BOARD OF COMMISSIONERS do hereby proclaim April 1 to May 31 as "PAINT THE COUNTY PURPLE", a life changing experience sponsored by RELAY FOR LIFE OF NORTHAMPTON COUNTY, urging all residents to recognize and participate in the Relay of Life events in our communities.

Adopted this	day of	, 2017.	
			SEAL
Robert V. Carter, N	orthampton County Bo	ard of Commissioners, Cha	irman

# **NCTN Upgrade:**

Mr. Andy Smith, Health Department Director, appeared before the Board to obtain approval of anamendment of a Subscription Agreement with the Public Health Authority of Cabarrus County for the purpose of upgrading internet service connection.

A motion was made by Charles Tyner and seconded by Fannie Greene to allow the Health Department to enter into an Amendment of a subscription Agreement with the Public Health Authority of Cabarrus County for the purpose of upgrading the internet service connection.

<u>Question Called:</u> All present voting yes. <u>Motion carried.</u>

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



# NORTHAMPTON COUNTY HEALTH DEPARTMENT

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





#### **DECISION PAPER**

TO: Northampton County Board of County Commissioners

FROM: Northampton County Health Department

DATE: March 20, 2017

RE: NCTN Amendment for Upgrade

### PURPOSE:

The purpose of this decision paper is to seek the approval of the County Commissioners to allow the Health Department to enter into an amendment of a Subscription Agreement with the Public Health Authority of Cabarrus County for the purpose of upgrading internet service connection.

### FACTS:

- The health department entered into a Subscription Agreement with the Public Health Authority of Cabarrus County in April of 2011 and renewed the agreement in 2014.
- NCTN is a dedicated network for health care providers which means that
  the communications of the subscribers do not go over the Internet, so they
  are not exposed to delays, reliability issues, or extra security risks of the
  Internet.
- The Health Department currently pays \$530.00 per month. The upgrade from the current 10 mbps (Megabits Per Second) to 50 mbps will cost \$896.86. The difference in the cost will be covered with Aid-to-County funding in the 2016-2017 budget.
- It was recommended the upgrade would be beneficial with the new EHR (Electronic Health Record) system that is scheduled to begin in this fiscal year.
- The offer also includes a 0.5% Fair Share Arrangement to account for the occasional use of the NCTN service as a backup for the County when their other connections are down.
- 6. The amendment was sent to Scott McKellar, County Attorney, for review.
- The Agreement amendment was presented to and approved by the Board of Health at the March 9, 2017 meeting.

PHONE: (252) 534-5841 PHONE: (252) 534

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

FAX (252) 534-1207 Adm.

MAIN FAX: (252) 534-1045

### DISCUSSION:

In April 2011, the Health Department entered into a Service Agreement with the Public Health Authority of Cabarrus County to participate in the Federal Communications Commission Rural Health Care Pilot Program (RHCPP) known as the North Carolina Telehealth Network (NCTN). This agreement authorized Cabarrus Health Alliance to act as an agent on the health department's behalf before the FCC in matters related to the RHCPP.

NCTN is a dedicated network for health care providers which means that the communications of the subscribers do not go over the Internet, so they are not exposed to delays, reliability issues, or especially security risks of the Internet. The cost is currently \$530.00 per month. The upgrade from the current 10 Mbps (Megabits Per Second) to 50 Mbps will cost \$896.86. According to the County MIS, this is an extremely good price. The difference in the cost is covered in the 2016-2017 budget with Aid-to-County funding.

The upgrade would be beneficial with the new EHR (Electronic Health Record) system that is scheduled to begin in this fiscal year and the County will benefit from the upgrade as it includes a 0.5% Fair Share Arrangement to account for the occasional use of the NCTN service as a backup for the County when their other connections are down.

The amendment was sent to Scott McKellar, County Attorney, for review. The Agreement amendment was presented to and approved by the Board of Health at the March 9, 2017 meeting.

#### RECOMMENDATIONS:

Recommend that the Northampton County Board of Commissioners approve to allow the Health Department to enter into an Amendment of a Subscription Agreement with the Public Health Authority of Cabarrus County for the purpose of upgrading the internet service connection at a discounted price.

Andy Smith
Health Director

Respectfully submitted,

COORDINATION:

County Manager:

Concur With Comment 311-17

Non-concur

Finance Director:

Concur NISLU A Edwards

Concur with Comment

Non-concur

NCTN SA Amendment Northampton AM#201702018 PK#20170131D



This is an amendment designated as AM#20170201B (hereinafter Amendment) to the Renewal Letter identified as Northampton County HD Renewal PK#20170131D (hereinafter called Agreement), between Cabarrus Health Alliance (CHA) and Northampton County Health Department (hereinafter, the Parties).

The Parties agree to modify the Agreement and any previous amendments noted below as follows:

 The existing 10 mbps service would be upgraded to 20 mbps (service instance 2 below) or 50 mbps (service instance 3 below). A result of the doubling of the service capacity, the fair share rationale would be reduced from 1% to .05%;

The use of our network was figured on the following: The County already has two ISP's; however, wanted to be included to use the Health Department's NCTN connection as back-up only. Mr. Blanchard, County MIS, arrived at the .05% use of the service.

#### The Subscriber shall:

- · Cross out the DST entry below that you don't want.
- · On the remaining entry, review each line to determine whether it is correct or not.
  - Insert Subscriber Initials on the last line to accept this Service at this Site and acknowledge that the DST information is correct.

NCTN SA Amendment Northampton AM#201702018 PK#20170131D

DESCRIPTION OF	Service\Instance	2
	Site and Spirite Decoupling	
1	NCTN Entity, ID, Site ID(s), SIW, and HCP#, rurality, Svc Instance ID	N0049, SoS0043,SI#, HCP# 22399, Rural, NIS#-1, Svc Instance ID: SoS0043-SoS0433-4
1.5	Prior Service Instance ID	Svc Instance being replaced: SoS0043-NTRANET-2
2	Start Site Name:	Northampton County Health Department
3	Start Site Address:	9495 NC 305 Hwy
4	Start Site City, State, Zip	Jackson, NC, 27845
5	Service Type	8-Increments: 10 mbps, 4-PHS Individual/Other: 10 mbps, 3-PHS First Responder(20mbps)
6	Service period (in months)	36.00
7	Name, address and identifiers for other end of PTP connections	Name: Northampton County Data Center, 152 Landfill Rd, Jackson, NC 27845; N0049, SoS0433, SIF,
8	Planned Service Start Date	12/18/1
9	Discount Arrangement	Initial Discounts
-	PARTS and Delian discourse applied)	
10	One-Time Installation Cost we Discounts	\$0.00
11	Not to Exceed Primary Circuit Cost we Discounts	\$0.00
12	Not to Exceed Pathway Construction Cost we Discounts	\$0.00
13	Not to Exceed one-time costs we Discounts (Line10+kine11+Line12+Line27)	\$0.0
14	Not to Exceed Monthly Total Costs we Discounts (Line 15+Line 30+Line 31)	\$1,700.00
15	Not-to-exceed Monthly Cost for Broadband Services we Discounts	The second secon
1.7	Tro-to-execut intitiating cost for prompting services we discountry	\$1,600.00
16	Basis of Eligibility for Discounts for this Service Instance.  Eligible HCP site name, address, and HCP# if site of service or one end of a PTP	Local health department/agency - ES-IS-Eligible Site to Ineligible Site
17	svc is not eligible of if site of svc is qualified by this eligible site	
2.00		
18	Rationale for % eligible use (see Fair Share Arrangement Section)	Back-up only
19	Rationale for % eligible use (see Fair Share Arrangement Section)  Recurring Costs - % eligible use for this service	99.50%
19 20	Rationale for % eligible use (see Fair Share Arrangement Section)  Recurring Costs - % eligible use for this service  Primary Circuit Cost - % of eligible use for the service	99.50%
19 20 21	Rationale for % eligible use (see Fair Share Arrangement Section)  Recurring Costs - % eligible use for this service  Primary Circuit Cost - % of eligible use for this service  Installation Costs - % of eligible use for this service	99,509
19 20 21 22	Rationale for % eligible use (see Fair Share Arrangement Section)  Recurring Costs - % eligible use for this service  Primary Circuit Cost - % of eligible use for this service  Installation Costs - % of eligible use for this service  Pathway Costs - % of eligible use for this service	99.50% 100.00% 50.00%
19 20 21	Rationale for % eligible use (see Fair Share Arrangement Section)  Recurring Costs - % eligible use for this service  Primary Circuit Cost - % of eligible use for this service  Installation Costs - % of eligible use for this service  Pathway Costs - % of eligible use for the service  Maximum HCF Discount	99.50% 100.009 50.00% 100.00%
19 20 21 22 23	Rationale for % eligible use (see Fair Share Arrangement Section)  Recurring Costs - % eligible use for this service  Primary Circuit Cost - % of eligible use for this service  Installation Costs - % of eligible use for this service  Pathway Costs - % of eligible use for this service  Maximum HCF Discount	99.50% 100.00% 50.00% 100.00% 65.00%
19 20 21 22 23 24	Rationale for % eligible use (see Fair Share Arrangement Section)  Recurring Costs - % eligible use for this service  Primary Circuit Cost - % of eligible use for this service  Installation Costs - % of eligible use for this service  Pathway Costs - % of eligible use for the service  Maximum HCF Discount  Subscriber Portion Install Cost	99.50% 100.00% 50.00% 100.00% 65.00%
19 20 21 22 23 24 25	Rationale for % eligible use (see Fair Share Arrangement Section)  Recurring Costs - % eligible use for this service  Primary Circuit Cost - % of eligible use for this service  Installation Costs - % of eligible use for this service  Pathway Costs - % of eligible use for the service  Maximum HCF Discount  Subscriber Portion Install Cost  Not-to-exceed Subscriber Portion of Primary Circuit Cost	99.50% 100.00% 50.00% 100.00% 65.00% \$0.00
19 20 21 22 23 24 25 26	Rationale for % eligible use (see Fair Share Arrangement Section)  Recurring Costs - % eligible use for this service  Primary Circuit Cost - % of eligible use for the service  Installation Costs - % of eligible use for the service  Pathway Costs - % of eligible use for the service  Maximum HCF Discount  Subscriber Portion install Cost  Not-to-exceed Subscriber Portion of Primary Circuit Cost  Not-to-exceed Subscriber Portion of Pathway Cost	99.50% 100.00% 50.00% 100.00% 65.00% \$0.00 50.00
19 20 21 22 23 24 25 26 27	Rationale for % eligible use (see Fair Share Arrangement Section)  Recurring Costs - % eligible use for this service  Primary Circuit Cost - % of eligible use for this service  Installation Costs - % of eligible use for this service  Pathway Costs - % of eligible use for the service  Maximum HCF Discount  Subscriber Portion Install Cost  Not-to-exceed Subscriber Fortion of Primary Circuit Cost  Not-to-exceed Subscriber Fortion of Pathway Cost  Other one-time Fee (not discountable)	99.50% 100.00% 50.00% 100.00% 65.00% \$0.00 \$0.00 \$0.00
19 20 21 22 23 24 25 26 27 28	Rationale for % eligible use (see Fair Share Arrangement Section)  Recurring Costs - % eligible use for this service  Primary Circuit Cost - % of eligible use for this service  Installation Costs - % of eligible use for this service  Pathway Costs - % of eligible use for the service  Maumum HCF Discount  Subscriber Portion Install Cost  Not-to-exceed Subscriber Portion of Primary Circuit Cost  Not-to-exceed Subscriber Portion of Pathway Cost  Other one-time Fee (not discountable)  Portion of One-time costs required before implementation begins	99.50% 100.009 50.009 65.009 50.00 50.00 50.00 50.00
19 20 21 22 23 24 25 26 27 28	Rationale for % eligible use (see Fair Share Arrangement Section)  Recurring Costs - % eligible use for this service  Primary Circuit Cost - % of eligible use for this service  Installation Costs - % of eligible use for this service  Pathway Costs - % of eligible use for the service  Pathway Costs - % of eligible use for the service  Maumini HCF Discount  Subscriber Portion Install Cost  Not-to-exceed Subscriber Portion of Primary Circuit Cost  Not-to-exceed Subscriber Portion of Pathway Cost  Other one-time Fee (odd discountable)  Portion of One-time costs required before implementation begins  Not-to-exceed Subscriber Portion Monthly Cost for Broadband Services with	99.50% 100.009 50.009 65.009 50.00 50.00 50.00 50.00
19 20 21 22 23 24 25 26 27 28	Rationale for % eligible use (see Fair Share Arrangement Section)  Recurring Costs - % eligible use for this service  Primary Circuit Cost - % of eligible use for this service  Installation Costs - % of eligible use for this service  Pathway Costs - % of eligible use for the service  Pathway Costs - % of eligible use for the service  Maumini HCF Discount  Subscriber Portion Install Cost  Not-to-exceed Subscriber Portion of Primary Circuit Cost  Not-to-exceed Subscriber Portion of Pathway Cost  Other one-time Fee (odd discountable)  Portion of One-time costs required before implementation begins  Not-to-exceed Subscriber Portion Monthly Cost for Broadbund Services with Discounts (full cost x eligible use x maximum discount)	99.50% 100.00% 50.00% 100.00% 65.00% 50.00  \$0.00  \$0.00  \$0.00  \$0.00  \$0.00  \$0.00  \$5.000  \$5.000  \$5.000  \$5.000  \$5.000  \$5.000  \$5.000  \$5.000  \$5.000  \$5.000
19 20 21 22 23 24 25 26 27 28 29	Rationale for % eligible use (see Fair Share Arrangement Section)  Recurring Costs - % eligible use for this service  Primary Circuit Cost - % of eligible use for this service  Installation Costs - % of eligible use for this service  Pathway Costs - % of eligible use for this service  Pathway Costs - % of eligible use for this service  Maximum HCF Discount  **The approved Costs of the Service Maximum HCF Discount  **The approved Costs of the Service Maximum HCF Discount  **The approved Costs of the Service Maximum Cost Cost  Not-to-exceed Subscriber Portion of Primary Circuit Cost  Not-to-exceed Subscriber Portion of Pathway Cost  Other one-time Fee (not discountable)  Portion of One-time costs required before implementation begins  Not-to-exceed Subscriber Portion Monthly Cost for Broadband Services with Discounts (full cost x eligible use x maximum discount)  Monthly Admin Fee (not discountable)	99.50% 100.00% 50.00% 100.00% 65.00%  \$0.00
19 20 21 22 23 24 25 26 27 28 29 30 31	Rationale for % eligible use (see Fair Share Arrangement Section)  Recurring Costs - % eligible use for this service  Primary Circuit Cost - % of eligible use for this service  Installation Costs - % of eligible use for this service  Pathway Costs - % of eligible use for this service  Pathway Costs - % of eligible use for this service  Maximum HCF Discount  **The approved Costs of Cost Cost (Subscriber Portion of Primary Circuit Cost (Not-to-exceed Subscriber Portion of Primary Circuit Cost (Not-to-exceed Subscriber Portion of Pathway Cost (Other one-time Fee (not discountable)  Portion of One-time costs required before implementation begins  Not-to-exceed Subscriber Portion Monthly Cost for Broadband Services with Discounts (full cost x eligible use x maximum discount)  Monthly Admin Fee (not discountable)  Other Monthly Fee (not discountable)	99.50% 100.00% 50.00% 100.00% 65.00%  \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$50.00 \$50.00 \$50.00 \$50.00 \$50.00 \$50.00 \$50.00 \$50.00 \$50.00 \$50.00 \$50.00
19 20 21 22 23 24 25 26 27 28 29 30 31	Rationale for % eligible use (see Fair Share Arrangement Section)  Recurring Costs - % eligible use for this service  Primary Circuit Cost - % of eligible use for this service  Installation Costs - % of eligible use for this service  Pathway Costs - % of eligible use for this service  Pathway Costs - % of eligible use for this service  Maximum HCF Discount  **The approved Costs of the Service Maximum HCF Discount  **The approved Costs of the Service Maximum HCF Discount  **The approved Costs of the Service Maximum Cost Cost  Not-to-exceed Subscriber Portion of Primary Circuit Cost  Not-to-exceed Subscriber Portion of Pathway Cost  Other one-time Fee (not discountable)  Portion of One-time costs required before implementation begins  Not-to-exceed Subscriber Portion Monthly Cost for Broadband Services with Discounts (full cost x eligible use x maximum discount)  Monthly Admin Fee (not discountable)	99.50% 100.00% 50.00% 100.00% 65.00%  \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$50.00 \$50.00 \$50.00 \$50.00 \$50.00 \$50.00 \$50.00 \$50.00 \$50.00 \$50.00 \$50.00
19 20 21 22 23 24 25 26 27 28 29 30 31	Rationale for % eligible use (see Fair Share Arrangement Section)  Recurring Costs - % eligible use for this service  Primary Circuit Cost - % of eligible use for this service  Installation Costs - % of eligible use for this service  Pathway Costs - % of eligible use for this service  Pathway Costs - % of eligible use for this service  Maximum HCF Discount  Subscriber Portion Install Cost  Not-to-exceed Subscriber Portion of Primary Circuit Cost  Not-to-exceed Subscriber Portion of Pathway Cost  Other one-time Fee (not discountable)  Portion of One-time-costs required before implementation begins  Not-to-exceed Subscriber Portion Monthly Cost for Broadband Services with  Discounts (full cost x eligible use x maximum discount)  Monthly Admin Fee (not discountable)  Not-fo-exceed Subscriber Portion One-Time Cost with Discounts  Not-fo-exceed Subscriber Portion One-Time Cost with Discounts	99.50% 100.00% 50.00% 50.00% 65.00% \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$5.00 \$5.00 \$5.00 \$5.00 \$5.00 \$5.00 \$5.00 \$5.00 \$5.00 \$5.00 \$5.00 \$5.00 \$5.00 \$5.00 \$5.00 \$5.00 \$5.00 \$5.00
19 20 21 22 23 24 25 26 27 28 29 30 31 32	Rationale for % eligible use (see Fair Share Arrangement Section)  Recurring Costs - % eligible use for this service  Primary Circuit Cost - % of eligible use for this service  Installation Costs - % of eligible use for the service  Pathway Costs - % of eligible use for the service  Pathway Costs - % of eligible use for the service  Maximum HCF Discount  Subscriber Portion Install Cost  Not-to-exceed Subscriber Portion of Primary Circuit Cost  Not-to-exceed Subscriber Portion of Pathway Cost  Other one-time Fee (not discountable)  Portion of One-time costs required before implementation begins  Not-to-exceed Subscriber Portion Monthly Cost for Broadband Services with Discounts (fulf cost x eligible use x maximum discount)  Monthly Admin Fee (not discountable)  Not-to-exceed Subscriber Portion One-Time Cost with Discounts  -Zine24+Line25+Line26+Line27  Total Not-to-exceed Subscriber Monthly Cost with Discounts (Line 29 + Line	99.50% 100.00% 50.00% 50.00% 65.00% 50.00 50.00 50.00 50.00 50.00 5565.20 5100.00 50.00 50.00 50.00 50.00 50.00

### NCTN SA Amendment Northampton AM#201702018 PK#20170131D

Line I	Service Instance	3
	Site and Service Discription	
1	NCTN Entity ID, Site ID(s), SI#, and HCP#, rurality. Svc Instance ID	N0049, SoS0043,SE# , HCP# 22399, Rural, NES#- 1, Svc Instance ID: SoS0043-NTRANET-5
1.5	Prior Service Instance ID	Svc Instance being replaced: SoS0043-NTRANET-2
2	Start Site Name:	Northampton County Health Department
3	Start Site Address:	9495 NC 305 Hwy
4	Start Site City, State, Zip	Jackson, NC, 27845
5	Service Type	8-Increments: 10 mbps, 4-PHS Individual/Other: 10 mbps, 3-PHS First Responder, 12-Point to Point(50mbps)
6	Service period (in months)	36.0
	Name, address and Identifiers for other end of PTP connections	Name: Northampton County Data Center, 132 Landfil Rd, Jackson, NC 27845; N0049, SoS0433, SI#, 41584
7		
8	Planned Service Start Date	12/18/1
9	Discount Arrangement	InitialDiscounts
	Pult Custs the fire discounts applied	the second second second second second
10	One-Time Installation Cost wo Discounts	\$500.0
11	Not to Exceed Primary Circuit Cost we Discounts	\$22.0
12	Not to Exceed Pathway Construction Cost we Discounts	\$0.0
13	Not to Exceed one-time costs we Discounts (Line10+Line11+Line12+Line27)	\$522.0
14	Not to Exceed Monthly Total Costs wo Discounts (Line15+Line30+Line31)	\$2,189.9
15	Not-to-exceed Monthly Cost for Broadband Services we Discounts	\$1,989.9
	Discount Internation	31,509.5
16	Bass of Flightiny for Discounts for this Service Instance.	Local health department/agency - ES-IS-Eligible Site to Ineligible Site
17	Eligible HCP site name, address, and HCP# if site of service or one end of a PTP sw: as not eligible of if site of sw: a qualified by this eligible site	
18	Rationale for % eligible use (see Fair Share Arrangement Section)	Back-up only
19	Recurring Costs - % eligible use for this service	99,979
20	Primary Circuit Cost - % of eligible use for this service	100.005
21	Installation Costs - % of eligible use for this service	100.009
22	Pathway Costs - % of eligible use for this service	100.00%
23	Maximum HCF Discount	65.00%
	Name exceed following Costs (60th (4giid) are soil discounts applied):	
24	Subscriber Portion Install Cost	\$175.00
25	Not-to-exceed Subscriber Portion of Primary Circuit Cost	\$7.70
26	Not-to-exceed Subscriber Portion of Patirway Cost	\$0.00
27	Other one-time Fee (not discountable)	\$0.00
28	Portion of One-time costs required before implementation begins	\$0.00
	Not-to-exceed Subscriber Portion Monthly Cost for Broadband Services with	\$696.86
29	Discounts (fall cost x eligible use x maximum discount)	
_	Monthly Admin Fee (not discountable)	\$200.00
	Other Monthly Fee (not discountable)	\$0.00
	Not-to-exceed Subscriber Portion One-Time Cost with Discounts =Line24+Line25+Line26+Line27	\$182.70
	Total Not-to-exceed Subscriber Monthly Cost with Discounts(Line 29 + Line 30 +Line 31)	\$896.86
	Assessment and Affermany	the last been been as
34	Subscriber Accepts Service at this site and affirms that DST Entry data is correct (Subscriber initials)	THE DESCRIPTION OF THE OWNERS

# NCTN SA Amendment Northampton AM#201702018 PK#20170131D

Except as set forth in this Amendment, the Agreement and previous amendments remain in full force
and effect in accordance with their terms. If there is conflict between this Amendment and the
Agreement or any earlier amendment, the terms of this Amendment shall prevail.

# ACCEPTED AND AGREED TO: ACCEPTED AND AGREED TO:

By (Print)	Dr. William F Pilkington	By (Print)	Andy Smith
By (Sign)		By (Sign)	
Title:	Chief Executive Officer and Director of Public Health	Title	Health Director
Date		Date	

# **Request Date/Time for Public Hearing for Rezoning:**

Mr. William Flynn, Zoning Director, appeared before the Board to request a Public Hearing date and time for Rezoning.

Chairman Carter asked the Clerk, Komita Hendricks, for a date and time. Ms. Hendricks gave the date and time of April 17, 2017 at 6:30 pm.

A motion was made by Fannie Greene and seconded by Chester Deloatch to set the date and time of April 17, 2017 at 6:30 pm for a Public Hearing for Rezoning. *Question Called: All present voting yes.* Motion carried.

# **Capital Improvement Plan:**

Ms. Kimberly Turner, County Manager, appeared before the Board to obtain approval of the County's Five-Year Capital Improvement Plan for Fiscal Years 2017-2018 through 2021-2022.

A motion was made by Charles Tyner and seconded by Fannie Greene that the Board approves the Five-Year Capital Improvement Plan for the years 2017-2022 as presented. <u>Question</u> <u>Called: All present voting yes. Motion carried</u>

# **Board Discussion Allowing Alcohol at Wellness Center for Private Events:**

Ms. Kimberly Turner, County Manager, appeared before the Board to obtain a decision by the Board on whether or not they would allow alcohol to be served and consumed at the Cultural and Wellness Center for private events.

A motion was made by Charles Tyner and seconded by Chester Deloatch that no changes be made now to the policy to allow alcohol at the Cultural and Wellness Center. *Question Called: All present voting yes.* Motion carried

### **Management Matters:**

Ms. Kimberly Turner, County Manager, appeared before the Board to obtain approval of a contract with Greg W. Isley, CPA, PA for services.

A motion was made by Charles Tyner and seconded by Fannie Greene to approve the contract with Greg W. Isley, CPA, PA. *Question Called: All present voting yes.* <u>Motion carried.</u>

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

#### DECISION PAPER

10.	The Normanipoli County Board of Commissioners
FM:	Kimberly L. Turner, County Manager
DT:	March 20, 2017
RF:	Capital Improvement Plan

The Mosthesenton Courts Donal of Commission

### PURPOSE:

The purpose of this decision paper is to obtain approval by the Board of Commissioners of the County's Five-Year Capital Improvement Plan for Fiscal Years 2017-2018 through 2021-2022.

### FACTS:

- The County Manager has a responsibility to prepare and present a Capital Improvement Budget to the Board of Commissioners for the Board's consideration for approval.
- 2. The attached plan is a five-year plan which encompasses the years of 2017-2022.
- The plan identifies County needs over a specific period of time with estimated costs projected for each need. The approved plan will be utilized for all future budgeting of capital needs.
- For the purposes of this plan, a capital need is one which would cost a minimum of \$5,000 and would have a use life of at least three years.
- 5. The total projected costs of the five-year plan to date are \$7,138,505.
- Approval of this plan by the Board of Commissioners constitutes only approval of the capital
  improvement plan process and the needs identified therein. Approval of this plan does not approve
  nor authorize funding of the plan or any project included in the plan.

### DISCUSSION:

Approval for funding of any capital outlay item will be considered annually during annual operating budget preparation and approved by the Board of Commissioners.

#### RECOMMENDATION:

I recommend that the Board of Commissioners approve the Five-Year Capital Improvement Plan and the projects contained therein for the years 2017-2022.

### Coordination:

Finance Officer:	
Concur Pellie H. Edwards	
Non-concur	
Concur with comments	

1

### NORTHAMPTON COUNTY CAPITAL IMPROVEMENT PLAN SUMMARY BY DEPARTMENT

(FY 17-18 through FY 21-22)

DEPARTMENT	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22
	Year 1	Year 2	Year 3	Year 4	Year 5
HEALTH					
Environmental Health Vehicle.	\$7.515	7,515	7,515	0	7
Animal Control Vehicle (1)	7,899	7,899	7,899	0	i
Server	0	0	10,038	0	ì
Vaccine Refrigerator	8,000	0	0	0	è
Sub-Total	23,414	15,414	25,452	0	
PUBLIC WORKS					
**Vehicles (5)	26,000	26.000	26,000	26,000	26,000
**Vehicle (Svc Truck)	0	0	30,000	0	
**Mini Excavator & Trailer	41,000	0	0	0	2
**W&S Gator with Sprayer	0	9.000	0	0	č
**W&S Backhoe	0	0	0	75,000	ï
**W&S Dump Truck	0	0	0	0	60,000
"Sewer Jet Rodder	0	o o	45,000	o o	00,000
**WeE Sites Install Perm. Generators	30.000	30.000	30.000	30.000	30.000
"Sewer Pump Station (Upgrade at NC Welcome)	C C	0	124,800	0	0
"Sewer Pump Station (Upgrade at VA Welcome)	0	0	0	180,125	õ
"Sewer Pump Station (Upgrade at McElroy)	165.325	0	0	0	Ö
"Sewer Pump Station (Upgrade at Boardman)	0	147.775	0	0	Ó
"Sewer Pump Station (Upgrade at Rich Square)	0	0	0	0	75.000 0
"Sewer Pump Station (Upgrade at Pleasant Hill)	0	0	0	0	108,100
"Sewer (Upgrade Pump Sta. 1)	83,000	0	0	0	(15)(15)
**Sewer (Upgrade Pump Sta. 2)	0	83,000	0	0	0
"Sewer (Upgrade Pump Sta. 3)	0	0	83,000	0	Ö
**Sewer (Upgrade Pump Sta. 4)	0	0	0	83,000	ò
"Sewer (Upgrade at Sanfillipo)	0	0	0	0	83,000
**Sewer (Upgrade at Hampton Woods)	0	50,000	0	0	0
"Sewer Replace Line from Sta. 1 to Weldon	250,000	250.000	250,000	250,000	250,000
"Barrow's Mill Rd Sewer Proj	231,000	231,000	231,000	231,000	231,000
**Lawn Mower (W&S) 2	11,500	11,500	0	0	0
Carpet (PW)	0	6.500	Ö	0	Ö
"Water Potecasi Well Reconditioning	7.500	0	0	0	Ô
Water Pendleton Well Reconditioning	7,000	0	0	0	0
Water Lasker 1 Well Reconditioning	0	7.500	0	0	ò
Water Hickory Hollow BPS Reconditioning	D	7,000	0	0	ō
Water Lasker 2 Well Reconditioning	0	0	7.500	0	0
Water North Woodland Reconditioning	0	0	7.500	0	0
Meter Read Computer/Software/Radio	30,000	0	0	0	0
Jasper Eley Annex Building (Roof Replacement)	30,000	0	0	. 0	0

DEPARTMENT	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22 2
Public Works (HVAC)	0	12,000	12,000	0	0
Additional Bays (Central Garage)	0	0	60,000	60,000	60,000
Lift for Ambulances (Central Garage)	27,000	0	0	0	0
Vehicle (Central Garage)	21,000	0	0	0	0
Fence Vehicle Storage Area (Central Garage)	8,000	0	0	0	0
Tax Dept HVAC	12,000	12,000	12,000	12,000	12,000
Courthouse Painting (Inside)	20,000	0	0	0	0
Courthouse Dumpster Pad & Fence	6,000	0	0	.0	0
Courthouse Waterproof Basement	20.000	o o	o o	0	0
Courthouse Roof Repaint	0	10.000	n n	0	0
Finance Windows	0	15,900	0	0	0
Finance (HVAC)	0	15,000	12,000	12,000	12,000
Administrative Bldg HVAC	15,000	15,000	15,000	15,000	15,000
Administrative Bldg (Electric Doors)	20,000	20,000	0.000	0.000	0,000
B&G Lawn Mower	0	0	ŏ	10,400	0
B&G Vehicles (2)	25,000	0	o o	0 0	0
Jail HVAC	15,000	15,000	15,000	15,000	15,000
Evidence Bldg (Office Renovation)	10,000	10,000	15,000	000,61	
*Landfill Storage Shed Flo. Light Recycle	15,000	0,000	0		0
**Landfill Vehicle	15,000	0		0	0
**Landfill Vehicle Box Truck	0	0	21,000	0	0
**Landfill Scale House		0	0	30,000	0
	10,000	0	0	0	0
**Landfill Add Bay on Shelter	0	0	0	0	15,000
**Landfill Loader	0	0	25,000	0	0
Pave Gravel Parking Lot (Wellness Ctr)	0	25,000	25,000	25,000	0
Data Processing Bldg (HVAC)	.0	0	0	0	10,000
E-911 Bldg (HVAC)	0	20,000	20,000	20,000	D
Sheriff Dept (HVAC)	0	0	0	0	15,000
Wellness Ctr (HVAC)	0	0	0	0	25,000
Recreation Concession Stand (HVAC)	20,000	0	0	0	0
B&G Used Bucket Truck	0	15,000	0	0	0
Courthouse Resurface Parking Lot	0	40,000	0	0	0
Courthouse Exterior Brick Sealant	30,000	0	0	0	0
Sub-Total	1,186,325	1,084,175	1,051,800	1,074,525	967,100
EMS					
Ambulance	150,000	0	0	150,000	0
Ambulance	0	150,000	0	0	150,000
QRV	40,000	0	0	0	0.000
QRV	0	0	Ö	55,000	ő
Sub-Total	190,000	150,000	0	205,000	150,000
EMERGENCY MANAGEMENT					
Viper Radios	0	15,000	15,000	0	0
	270			-	30
Sub-Total	0	15,000	15,000	0	0

DEPARTMENT	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22 3
Courthouse					
Courthouse Security Improvement Project	135,300	0	0	0	0
Sub-Total	135,300	0	0	0	0
Administation					
Renovation of Old DSS Bldg	170,000	170,000	170,000	170,000	170,000
Sub-Total	170,000	170,000	170,000	170,000	170,000
	Tot	als for Each Department			
Health	23,414	15,414	25,452	0	0
Public Works	1,186,325	1,084,175	1,051,800	1,074,525	967,100
EMS	190,000	150,000	D	205,000	150,000
Emergency Management	0	15,000	15,000	0	0
Courthouse	135,300	0	٥	0	0
Administration	170,000	170,000	170,000	170,000	170,000
Sub-Total	1,705,039	1,434,589	1,262,252	1,449,525	1,287,100
Grand Total	7,138,505				

<sup>&</sup>quot;Reimbursed by State
"Enterprise Fund
""%Reimbursed by Federal
""Telephone Surcharge Fund

#### DECISION PAPER

TO: The Northampton County Board of Commissioners

FM: Kimberly L. Turner, County Manager 149

DT: March 20, 2017

RF: Alcohol Allowed for Private Events at the Cultural & Wellness Center

#### PURPOSE:

The purpose of this decision paper is to obtain a decision by the Board of Commissioners on whether or not they would allow alcohol to be served and consumed at the Cultural and Wellness Center for private events.

#### FACTS:

- A request by Mayor Manuel was made to the Board of Commissioners on January 30th for the consideration of allowing alcohol at the Cultural and Wellness Center for private events.
- 2. Mayor Manuel also asked for the Board's consideration again at our February 20th meeting.
- The Board conducted a public hearing on February 7, 2008 in reference to whether or not to allow
  alcohol in the auditorium at the Cultural and Wellness Center during private events for designated
  groups. Based on public comments, the Board unanimously adopted policy; which did not include
  alcohol at the Cultural and Wellness Center. (Minutes attached)
- After further research, the proposed policy to allow alcohol in the auditorium at the Cultural and Wellness Center is attached for the Board's review.
- 5. This policy has been reviewed by the County Attorney.

#### DISCUSSION:

Due to a request made for consideration, a policy has been drafted for the Board's review to include allowing alcohol in the auditorium at the Cultural and Wellness Center during private events.

#### RECOMMENDATION:

I recommend that the Board of Commissioners make any necessary changes to the draft policy presented and conduct a public hearing to obtain citizens' input prior to adoption of this policy due to strong opposition from the public previously.

# Northampton County Alcohol Beverage Policy

#### Overview

The consumption of alcohol beverages is a common occurrence at special events. However, efforts should be made so that the use and consumption of alcohol beverages should not detract from the use of the facilities of Northampton County. No use of alcohol beverages is allowed on County property except as permitted by this Policy. Alcohol beverage consumption is allowed only in the designated facilities owned by the County. Any consumption of alcohol beverages on County premises without written authorization is not permitted. Authorization will only be given by the County Manager.

#### II. County Facilities Where Alcohol Consumption May Be Allowed

 Cultural and Wellness Center Auditorium located at 9536 NC Hwy 305, Jackson, NC, 27845

#### III. General Conditions

- Applicants must have written authorization from Northampton County.
- The County requires the applicant to have the appropriate ABC permit and liquor liability insurance.
- Area in which alcohol consumption may take place is within the Auditorium at the Northampton County Cultural and Wellness Center.
- The County reserves the right, depending on the type of event, the number of people attending, the time of use and other factors to require groups serving alcohol to pay \$35.00 per hour to have two (2) off duty Northampton County Sheriff's Office Deputies on the premises.
- The County requires the applicant to have a licensed bartender to serve alcohol beverages other than beer and wine at the event.
- Applicant is responsible for clean-up.
- The consumption of alcoholic beverages on County property is restricted and limited to the area that is approved as part of the authorization process.
- No person shall bring, carry or transport any alcoholic beverage into, onto or outside the designated area for alcohol consumption at an authorized event.
- Applicant is responsible for all damage to persons or property caused or related to authorized event activities.

- The County reserves the right, in its sole and absolute discretion, to reject
  applications for alcohol consumption based on the type of event, number of
  people attending, the time of use and any other factors which it may deem
  relevant.
- The County also reserves, in its sole and absolute discretion, the right to amend or terminate this policy at any time.

-3373-

### NORTHAMPTON COUNTY RECONVENED MEETING (February 4, 2008) February 7, 2008 6:30 p.m.

Present: Virginia Spruill, Robert Carter, Fannie Greene, James Hester and Chester Deloatch

Chairman Carter reconvened the regular meeting of February 4, 2008.

Motion was made by Virginia Spruill and seconded by James Hester to amend today's agenda to include a public hearing. All present voted yes.

Mr. Carter made the following comment: "Good evening Ladies and Gentleman. On behalf of the Northampton County Board of Commissioners, we are very pleased to see this overflowing attendance of citizens that have taken the time from your busy schedules to be present at this public hearing. Being the Chairman of this Board, I feel that it is my responsibility to present the facts to you before entering this public hearing. Commissioner Hester and I, along with six department chairmen and the County Manager presented to the Board of Commissioners a draft regarding the Rental Rules and Regulations to govern the Complex, which did not permit the use of alcohol. This is being referred tonight as Option #1. After much deliberation the Board instructed the County Manager and the committee to put forth a draft regarding the Rental Rules and Regulations to include an alcohol policy. This is being referred tonight as Option #2, which allows alcohol to be served in one area only of the facility. The groups designated for these privileges were; wedding receptions/wedding anniversaries, class reunions, National Chapters of Fraternities and Sorority groups, Economic Development groups, and Chamber of Commerce events. Ladies and Gentlemen, at no time has this Board considered serving alcohol in the presence of children. The Northampton County Complex will be constructed in four phases. We are about to open and present to the citizens of Northampton County Phase I, the Wellness and Cultural Center. It is now a pleasure for me to call upon the best county manager in the State of North Carolina, Mr. Wayne Jenkins, who will give the ground rules for this hearing then this Board will allow you, our citizens, the utmost respect and listen to your input. We will then have a fiveminute recess and take an official position upon the use or non-use of alcohol in the Northampton County Cultural and Wellness Center."

Chairman Carter recessed the regular session and convened a public hearing.

Mr. Wayne Jenkins, County Manager, stated the purpose of tonight's public hearing is to receive public comment on whether to allow alcohol or not to allow alcohol during private events held at the Northampton County Cultural and Wellness Center.

Mr. Wayne Jenkins, County Manager, advised the public that the County has complied with the North Carolina General Statutes in respect to advertising this public hearing and stated the newspapers in which the advertisement was posted.

Mr. Wayne Jenkins, County Manager, informed the public of possible Board actions and explained the ground rules for tonight's meeting. Mr. Jenkins also publicly complimented the Commissioners for recognizing the sensitivity of the matter at hand and for inviting the citizens to be a part of this governmental process and thanked the interested citizens for coming out and participating.

#### The floor was opened for public comments.

The following citizens made comments and were opposed to alcohol at the Wellness Center:

Mr. Harold Miller

Ms. Sue Gay, representing the Board of Health.

Rev. Willie McLawhorn-read and submitted a resolution on behalf of the Deacons of Conway Baptist Church opposing alcohol at the Wellness Center.

Rev. Tony Flood, Sr.-read a letter on behalf of the Northampton County Baptist Association strongly opposing alcohol at the Wellness Center.

Rev. Robert Sessoms-read a letter and submitted a petition with 609 signatures from the churches in the County strongly opposing alcohol at the Wellness Center.

Ms. Rose Sumner

Ms. Hazel Collier

Mr. Don Johnson

Mr. Marvin Coleman

Ms. Linda Boone-asked Mr. Jenkins two questions to which Mr. Jenkins replied.

Mr. Walter Sykes

Mr. Jenkins read a letter from Northampton County Farm Bureau with Board member signatures opposing alcohol at the Wellness Center and recognized letters he received from Bernie and Kay Futrell and Dr. & Mrs. George E. Clark opposing alcohol at the Wellness Center.

# The following citizens made comments and were for alcohol at the Wellness Center:

Mr. Floyd Grant-asked that civic/social groups and non-profits be added to the group list wherein alcohol will be permitted at specific events.

Ms. Elaine Grant, representing Progressive Women's Guild-asked that the Progressive Women's Guild be added to the group list wherein alcohol will be permitted at specific events being they were the first to make a contribution to the facility.

#### The Board took a five-minute recess.

# Chairman Carter reconvened the meeting.

A motion was made by James Hester and seconded by Fannie Greene to close the public hearing. <u>All present voted yes.</u>

A motion was made by James Hester and seconded by Chester Deloatch to reconvene regular session. All present voted yes.

A motion was made by Virginia Spruill and seconded by Fannie Greene to adopt and approve Option #1-no alcohol in Cultural and Wellness Center in Northampton County. All present voted yes.

Mr. Wayne Jenkins, County Manager, introduced the Cultural and Wellness Center Operations Plan Committee and gave a brief summary of the phases of the project and what was included in each phase. Mr. Jenkins advised the public that the facility will likely open for public use in mid-March with a ribbon cutting the first of March. Mr. Jenkins also advised the public that an open house would be held in late March or early April for the public.

Mr. Wayne Jenkins, County Manager, asked the public if they would be interested in having future forums around the county. The public agreed by applauding.

A motion was made by Virginia Spruill and seconded by Fannie Greene to adjourn. <u>All</u> present voted ves.

SEE SCANNED RESOLUTION AND LETTERS BELOW:



January 30th, 2008

Northampton County Board of Commissioners PO Box 808 Jackson NC 27845

Dear Commissioners:

At our January 28th board meeting we were informed that you were considering offering the new Cultural and Wellness Center for rent to individuals or private groups for special events. Also being considered is the allowing of alcohol to be served at these events.

We feel to permit alcohol to be served on any county owned facility would send the wrong message to our children of whom were one of our primary reasons for constructing the Cultural and Wellness Center.

The Board voted unanimously to ask you to say NO to any proposal allowing the use of alcohol on any taxpayer owned facility in Northampton County.

We thank you for your attention on this matter. I am attaching a list of Board Members making this appeal to you.

Sincerely,

Kelly Vann

Northampton County Farm Bureau President

KV:jb

pc: Wayne Jenkins, Northampton County Manager, with attachment

Rely Vary
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Tommy Holesport
John T Harport
John T Harport
John A Bensen
Som A Bensen

Jacid Bitter

January 30, 2008

Mr. Wayne Jenkins and Northampton County Commissioners P. O. Box 808 Jackson, N.C. 27845

Dear Mr. Jenkins and County Commissioners:

We write this letter in protest of the use of alcohol in county-owned buildings such as the new Wellness Center in Jackson. Alcohol is not allowed in other county buildings and should not be allowed in this one.

We were under the impression the facility was to be used as a health and fitness center, and not to be rented for parties and social events.

Sincerely

Kay Lahell Bernie & Kny Futrell 4871 NC Hwy 305 Rich Square, N.C. 27869



-3379-



Junuary 25, 2008

To: Commissioners of Northempton County

Re: Alcohol on Wellness Center Property

#### Dear Commissioners,

When we agreed so build a Wellness Center, it was stated at the first planning meeting that no tax energy would be used. Instend, we would use Federal grants and loans for the project. These funds allowed as use of situated on the property. We agreed. We used Federal money is good faith no this project. Now, we learn that we wore actually building a country dub with different nulso—beat and switch at its bast. We object. If it is wurted for or elected officials is not good, we citizens have made bad choices. We don't believe we did that. We do think our detected afficials already look at what they are proposing again. Better sail, listen to Rev. Hester, Mr. Jenkins and Shariff Visicess.

Also, since it is a Wellness Censer, it should be tobacco free. Pechaps there are other people here who agree with the original plan. Speak up!

Dr. & Mrs. George E. Clark Conway, NC 27820

Piceso substitute this letter for the one I sent you deted Jan 25, 2008. Thank you

(mode cross)



January 25, 2008

To: Commissioners of Northampton Councy

Re: Alcohol on Wellness Center Property

#### Dear Commissioners,

When we agreed to boild a Wellness Certon, it was stated at the first planning meeting that no tax money would be used. Instead, we would use Federal growth and leans for the project. These fireds allowed on use of alcehold on the property. We agreed. We used Federal money in good fainh on this project. Now, we learn that we were actually building a country cito with different rules—but and switch at about. We object. If the word of one elected officials on a positive site best. We object if the word of one elected officials on a positive we did that. We do think our elected officials should look at what they are proposing again. Better still, listen to Nev. Heaver, Mr. Jenkins and Sheriff Vingon.

Also, since it is a Wellisess Center, it should be tohacco free and coffeiented sodes should not be for sale there either.

Perhaps there are other people here who agree with the original plan. Speak up!

Dr. & Mrs. George E. Clark Conwey, NC 17820

2. Horye Education

Kimberly L. Targer, Clerk to the Board

"reconvened mtg. 02-07-08"



March 16, 2017

Northampton County 100 West Jefferson Street Jackson, NC 27845

Attention: Leslie Edwards

This letter is to confirm our understanding of the terms and objectives of this engagement and the nature and limitations of the services that will be provided by Greg W Isley, CPA, PA ("Firm").

The purpose of our engagement is to provide professional staffing to provide bookkeeping services to the finance officer of Northampton County ("the County") to the County in order assist the County in preparation of their monthly financial statements.

This engagement is not a preparation, compilation, review or audit engagement whereby any form of assurance will be provided on the County's financial statements. It is our understanding that management has designated qualified individuals with the necessary expertise, preferably within senior management, to be responsible and accountable for overseeing our services as part of this engagement. By your signature below, you acknowledge that management agrees to evaluate the adequacy of, and accept responsibility for, the results of all the services performed as part of this agreement.

Our fees for this engagement shall be billed at \$210/hour for my staff and me who are CPA's and \$110/hour for my non-CPA staff, plus direct expenses. Travel time will be billed at fifty percent of the state rate. We understand the maximum billing under this contract is \$30,000; therefore, we will cease work on this contract if or when our billings reach \$30,000 unless an amendment occurs to increase the maximum billing under this contact. Payment for services is due when rendered and interim billings will be submitted as work progresses and expenses incurred. Invoices will be rendered every two weeks and are payable upon presentation.

In addition, in the event our firm or any of its employees or agents is called as a witness or requested to provide any information (whether oral, written, or electronic) in any judicial, quasi-judicial, or administrative hearing or trial regarding information or communications that you have provided to this firm, or any documents and work papers prepared by Greg W Isley, CPA, PA in accordance with the terms of this agreement, you agree to pay any and all reasonable expenses, including fees and costs for our time at the rates specified in our engagement letter, as well as any legal or other fees that we incur as a result of such appearance or production of documents.

In connection with this engagement, we may communicate with you or others via email transmission. We take reasonable measures to secure your confidential information in our email transmissions, including password protecting confidential documents. However, as email can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom it is directed and only to such parties, we cannot guarantee or warrant that email from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure or communication of email transmissions, or for the unauthorized use or failed delivery of email transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of sales or anticipated profits, or disclosure or communication of confidential or proprietary information.

Unless you indicate otherwise, our firm may transmit confidential information that you provided us to third parties in order to facilitate delivering our services to you. We have secured confidentiality agreements with all our service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have the

Northam	pton C	ounty
Jackson,	North	Carolina

Page 2 of 2

appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the work provided by any third-party service providers used under this agreement. By your signature below, you consent to having confidential information transmitted to entities outside the firm. Please feel free to inquire if you would like additional information regarding the transmission of confidential information to entities outside the firm.

It is our policy to keep records related to this engagement for five years. However, Greg W Isley CPA, PA does not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies.

The Professional Staffing Contract Addendum is attached to and is made part of this engagement letter.

By your signature below, you acknowledge and agree that upon the expiration of the five-year period, Greg W Isley, CPA shall be free to destroy our records related to this engagement.

We appreciate the opportunity to be of service to you and believe this letter correctly expresses the significant terms of our engagement. If you have any questions please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to me.

Cordially,

Greg W Isley, CPA, PA

Greg Wisley President

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of Northampton County, North Carolina by:

ame:	
itle:	
Date:	

#### ADDENDUM ATTACHED TO AND MADE A PART OF

Professional Staffing Contract

(Identify Contract at Issue)

BETWEEN NORTHAMPTON COUNTY AND Greg W Isley, CPA, PA,

(Identify Party Contracting with County)

DATED March 16, 2017 (THE "AGREEMENT").

- One Instrument: Conflict. This Addendum and the Agreement to which this Addendum is attached shall be deemed one instrument. All capitalized terms used but not defined herein shall have the same meanings as are ascribed to such terms in the Agreement. If the terms of this Addendum conflict with the terms of the Agreement, the terms of this Addendum shall control.
- 2. Insurance. The Undersigned shall, at all times during the term of the Agreement, provide and maintain in force commercial general liability insurance covering bodily injury (including death) and property damage (including contractual liability covering the Undersigned's indemnity obligations) under a policy or policies providing combined single limit coverage of not less than One Million Dollars (\$1,000,000,000) for each occurrence with Two Million Dollars (\$2,000,000,000) coverage on an annual aggregate basis, together with worker's compensation and employer's liability insurance in such amounts as shall be required by law from time to time. At the request of Northampton County, the Undersigned shall obtain an endorsement on all such insurance naming Northampton County as additional insured. The Undersigned agrees that its insurance shall be primary with respect to any claim arising from or related to the performance or non-performance by the Undersigned of its obligations under the terms of the Agreement. At the request of Northampton County, the Undersigned shall deliver to Northampton County a Certificate from an insurance company licensed to do business in the State of North Carolina evidencing the required insurance coverage, which Certificate shall state that such insurance coverage may not be materially changed or cancelled without at least thirty (30) days prior written notice by certified mail to Northampton County.
- 3. Indemnity. The Undersigned shall defend and indemnify Northampton County against and hold Northampton County harmless from all claims, losses, liabilities, damages and expenses (including attorneys' fees) asserted against or incurred by Northampton County (a) arising from or related to any breach of the Agreement by the Undersigned, (b) any injury to or death of any person arising from or related to negligent acts or omissions or wrongful misconduct of the Undersigned or the Undersigned's agents, employees and contractors, and (c) loss of or damage to any property arising from or related to negligent acts or omissions or wrongful misconduct of the Undersigned or the Undersigned's agents, employees and contractors.
- 4. Governing Law and Consent to Jurisdiction. The Agreement shall be construed and enforced with the laws of the State of North Carolina notwithstanding its conflict of law principles. The Undersigned agrees that any legal action or proceeding arising out of or relating to the Agreement shall be instituted in the Superior Court of Northampton County, North Carolina. The Undersigned consents to the jurisdiction of such court and waives any objection relating to the basis for personal or in rem jurisdiction or to venue.

- 5. E-Verify Certification. Employers and their subcontractors with twenty-five (25) or more employees in the State of North Carolina as defined in Article 2 of Chapter 64 of the North Carolina General Statutes must comply with E-Verify requirements in order to contract with governmental units. E-Verify is a program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees. The Undersigned certifies that it is aware of and in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes. In addition, the Undersigned certifies that to the best of its knowledge, any subcontractors employed by it as a part of this Agreement are in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes. The Undersigned acknowledges and agrees that local governments are prohibited from contracting with persons or entities that do not comply with E-Verify requirements and that Northampton County is relying on the certifications set forth herein in order to contract with the Undersigned.
- 6. <u>Iran Divestment Act Certification.</u> Article 6e of Chapter 147 of the North Carolina General Statutes (the "Iran Divestment Act") requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times: (i) when a bid is submitted, (ii) when a contract is entered into, and (iii) when a contract is renewed or assigned. The Iran Divestment Act requires that contractors with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina must <u>not</u> utilize any contractor found on the State Treasurer's Final Divestment List can be found on the State Treasurer's website and the address <u>www.nctreasurer.com/Iran</u> and is updated every 180 days. The Undersigned certifies that it is not listed on the Final Divestment List and that it will not utilize any contractor listed on the Final Divestment List and that it will not utilize any contractor listed on
- Deletion and Unenforceability of Limitation of Liability Provisions. The Undersigned agrees that all provisions in the Agreement purporting to limit the liability of the Undersigned in any way are hereby deemed deleted and of no force and effect.
- Default Interest Rate. The default interest rate applicable to any amounts owed by Nash County under the Agreement shall not exceed eight percent (8%) per annum.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Undersigned and Nash County have caused this Addendum to be executed by their duly authorized representatives.

Greg W I	sley, CPA, PA
Ву:	My Wolley
Name:	Greg W Isley
Title:	President
Date:	March 16, 2016
	MPTON COUNTY:
By:	
Name;	
Title:	
Date:	

Per NC.G.S. 159-28 (a) NALLY A. FAWARD Finance Officer

F ) APPS/WPS1/EN/RHAM/MASTI CONNTY/CONTRACT REVIEW Standard Addendum docs

# **Citizens/Board Comments:**

# **Chairman Carter called for Citizens Comments.**

Mrs. Sandra Flythe, citizen, made comments in reference to Solar Farms in Northampton County.

Mrs. Debbie Davis, citizen, also made comments in reference to Solar Farms.

Mr. Albert Vann, citizen, made comments in reference to alcohol at the Wellness Center.

Mr. Kenneth Manuel, Mayor of Woodland, invited the Commissioners to the 2<sup>nd</sup> Annual Easter Parade on April 8, 2017, 2<sup>nd</sup> Annual Easter Egg Hunt on April 15, 2017, and May Day on May 6, 2017.

### Chairman Carter called for Board Comments.

Commissioner Tyner made comments in reference to citizens' attendance at the meeting tonight and the phone calls with their comments.

Vice-Chairman Deloatch thanked everyone for coming and stated his number is listed.

Commissioner Greene made comments in reference to the Five County Forum and the fire in Raleigh, NC.

Commissioner Faulkner made comments in reference to citizens getting involved by having an application on file at the County Manager's office for vacancies on any Committees/ Boards within Northampton County. She also mentioned the meeting with Ms. Jada Drew on March 28, 2017.

Chairman Carter made comments in reference to the willingness to hold Public Forums. He also mentioned the ribbon cutting for the playground equipment at the Wellness Center on March 22 at 11 am.

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

Komita Hendricks, Clerk to the Board "r.m. 03-20-17"