



COUNTY OF DURHAM TAX ADMINISTRATION

Kimberly H. Simpson
Tax Administrator

October 15, 2012

ACLU
Christopher Brook, Legal Director
PO Box 28004
Raleigh, North Carolina 27611-8004

Dear Mr. Brook,

Please find per your request enclosed documentation regarding automated license plate readers used by Durham County Tax Administration.

1. see attachment
2.
 - a) source of funds used to pay were from the General Fund of Durham County Government
 - b) see attached
 - c) County purchasing threshold allowed for approval of purchasing without Board Approval; however the Tax Administrator did request permission to enter into an agreement with ELSAG of North America.
 - d) see attached
3.
 - a) LPR is used for the purpose of referencing delinquent tax data on delinquent motor vehicles. When the camera detects or "reads" a license plate the camera returns the following information. It is stored on the ELSAQ server.
 1. License Plate number
 2. Latitude and Longitude of vehicle
 3. Image of license plate and a partial image of the rear portion of the vehicle
 4. Creates an alarm code of #5 scofflaw
 5. Date and time of the event
 6. Status of "accepted" or "Rejected" alarm, based on the Deputies response to the event.
 - b) See attached
 - c) Two (2) LPR units were purchased, and two (2) laptops
 - d) Two (2) dedicated vehicles of two dedicated deputies assigned solely to Tax Department.
 - e) Two LPR units and two laptops are in vehicles, server is located in Durham County Sheriff's Office, on a dedicated server for ELSAG only.

f) Each vehicle has three cameras (AD3-M) attached to the rear trunk area of the vehicle. Each camera has an OCR processor.

4 a) There are two main data sets in the ELSAG server.

Data set one (1) is the Outstanding Tax 90 Day list. This is based upon delinquent vehicle taxes (over 90 days overdue) owed to the County. The data is sent from the County tax application to the ELSAG server each morning. The data is then imported into the ELSAG system.

Data set two (2) is the ELSAG server Alarm List. This consists of a history of license plate reads that sound an alarm. An alarm item is created when a scanned license plate matches the Outstanding Tax list. The information retained here includes the amount owed, Tax account number, license plate, asset description, location of vehicle, data and time of the match, status and the image of the plate.

There are two main data sets in the Deputy Laptops.

Data set one is the ELSAG Laptop Tax list. This list is downloaded to the Deputy's laptop in the vehicle by the ELSAG server. This is sent only when the deputy logs in to the laptop in their vehicle.

The second is the ELSAG Local Application List on the laptop. This is the internal data used by the camera system.

b) The Outstanding Tax 90 Day List is sent each morning at 6:15 AM. It is imported at 8:00 AM and the original Outstanding Tax list is destroyed.

The ELSAG server alarm list is retained for one year. The data is used for summary reporting only.

The ELSAG Laptop Tax list is stored for one or more days. It is replaced when the Deputy logs in to their laptop daily. If the Deputy does not log in the list is not replaced.

The ELSAG Local Application List is stored for 5-15 seconds during the download process.

c) The data is discarded from the ELSAG server after one year.

Tape backups of the ELSAG server are retained for 5 weeks.

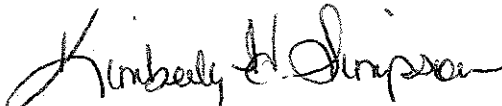
d) 28,177

5. a) North Carolina General Statutes allow for the tax collector to collect delinquent taxes. NCGS. 105-366 (b) allows for the collector to levy against personal property and motor vehicles to satisfy the taxes. The LPR allows us to locate those who have been issued a levy execution, as well as provide a notice to those who have been sent two prior notices the vehicle taxes are past due.

- b) Delinquent Property Tax Collection
 - c) The only purpose established for this system since Tax purchased was for collection of delinquent taxes.
 - d) The data the LPR retrieved is only accessible to the two deputies at the time they are alarmed of delinquent taxes, a Durham County Tax Department System Analyst who pulls data from alerts and rejects for reports that have been provided to you, and a Staff Assistant who is alerted via email the account number we have received an alert on in case the taxpayer contacts our office before the notification sheet has been provided from the Deputy.
 - e) The data is accessed only from the ELSAG Operational Server. This is a Windows 2008 Enterprise server. The server maintains a log that contains records of login/logout activity. Access to this server is limited to limited Technical staff only.
- 6. No data has been shared with any outside agencies, corporations or entities.
 - 7. No data has been provided, shared or requested.
 - 8. See attachments.

Should you have questions please feel free to contact me at 919-560-0306.

Sincerely,

A handwritten signature in black ink, appearing to read "Kimberly H. Simpson". The signature is fluid and cursive, with the first name being the most prominent.

Kimberly H. Simpson
Tax Administrator



P.O. Box 28004 • Raleigh, North Carolina 27611-8004

Phone (919) 834-3390 • Fax (866) 511-1344

www.acluofnc.org

September 20, 2012

VIA FIRST CLASS MAIL

Ms. Kim Simpson
Tax Administrator, Durham County
200 E. Main Street
Durham, NC 27701

Re: Request Regarding Automatic License Plate Readers

Dear Ms. Simpson:

This letter is a request under the North Carolina Public Records Act, N.C. Gen. Stat. § 132-1, by the American Civil Liberties Union of North Carolina Legal Foundation ("ACLU-NCLF"). ACLU-NCLF defends and promotes the fundamental principles embodied in the Bill of Rights and the U.S. and North Carolina Constitutions.

This request seeks records regarding automatic license plate readers (ALPRs). ALPRs are also sometimes referred to as Automatic Vehicle Identification, Car Plate Recognition or License Plate Recognition equipment and/or software. This records request uses ALPR in reference to any of this technology. We understand from Curtis Massey in the Durham County Sheriff's Office that your department has this equipment and/or software that are utilized by law enforcement officers from the Sheriff's Office.

Records Requested

Please provide copies of the following records created from January 1, 2006 to the present:

1. All records regarding your policies, practices and procedures for procuring and using ALPR technology, and for storing, accessing and sharing data obtained through ALPR technology;
2. All records regarding the procurement of ALPR technology, including
 - a. sources of funds used to pay for ALPR technology;
 - b. invoices for the purchase of ALPR technology;
 - c. local government approval for any ALPR purchase;
 - d. interactions with vendors, suppliers and potential suppliers of ALPR

technology, including materials and fact sheets supplied by vendors describing their products;

3. All records regarding the use of ALPR technology, including
 - a. what types of data are obtained;
 - b. number of license plates scanned and/or read in a given time period (day, month, year, etc.);
 - c. the number of ALPR units or systems acquired;
 - d. the number of vehicles equipped with ALPR technology;
 - e. for stationary deployments, the number and physical location of ALPR units;
 - f. the technical capabilities of the ALPR units;
4. All records regarding the storage of data obtained using ALPR technology, including
 - a. what types of data are stored for any period longer than an hour;
 - b. how long data is stored;
 - c. when data must be discarded;
 - d. how many individual license plate scan records your agency currently stores;
5. All records regarding access to ALPR data, including
 - a. the legal justification required before an individual accesses ALPR data;
 - b. purposes for which the data may be accessed;
 - c. purposes for which the data may not be accessed;
 - d. who may access the data, what procedures they must go through to obtain access, and who must authorize access;
 - e. the existence or non-existence of a system that records who accesses the data and when the data is accessed;
6. All records regarding the sharing of data obtained through ALPR technology, including
 - a. what type of data is shared;
 - b. which databases your agency puts collected ALPR data into;
 - c. third parties, governmental or private, that may access your agency's ALPR data, including what procedures third parties must go through in order to access the data and any restrictions placed on third parties regarding further sharing of your ALPR data;
 - d. any agreements to share ALPR data with outside agencies, corporations, or other entities;
7. All records regarding obtaining ALPR data from third parties, including which databases your agency can access;
8. All training materials used to instruct members of your agency in ALPR

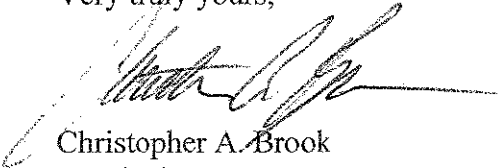
deployment, data management, or operation of automated records systems that contain ALPR data to which any member of your agency has access, including regional or shared ALPR databases.

Because ACLU-NCLF is a non-profit public interest organization, we request a fee waiver. If, however, such a waiver is denied, we will reimburse you for the reasonable cost of copying. Please inform us in advance if the cost will be greater than \$50.00. Please send us documents in electronic form if at all possible.

Thank you for your prompt attention to this matter. Please furnish all applicable records to the mailing address indicated on this letter or to CBrook@acluofnc.org.

We would appreciate receiving a response to this request by **Thursday, October 4, 2012**. Please do not hesitate to contact me at (919) 834-3466 with any questions, comments, or concerns you may have.

Very truly yours,



Christopher A. Brook
Legal Director

ORIGINAL
ELSA G(TC) Server

DELL

QUOTATION

NEW

QUOTE #: 541463868

Customer #: 18681074

Contract #: 9914192

Customer Agreement #: 204A, ITS-002360

Quote Date: 5/17/10

Date: 5/17/10 8:40:33 AM

Customer Name: DURHAM COUNTY SHERIFFS OFFICE

TOTAL QUOTE AMOUNT:	\$3,515.59		
Product Subtotal:	\$3,262.70		
Tax:	\$252.89		
Shipping & Handling:	\$0.00		
Shipping Method:	Ground	Total Number of System Groups:	1

GROUP: 1	QUANTITY: 2	SYSTEM PRICE: \$1,596.35	GROUP TOTAL: \$3,192.70
Base Unit:	Dell Latitude E6410 (224-7936)		
Processor:	Intel Dual Core vPro i5-540M, 2.53GHz, 1066MHz 3M L2 Cache, Latitude E6410 (317-8774)		
Memory:	4.0GB, DDR3-1066 SDRAM, 2 DIMM for Latitude (311-3175)		
Keyboard:	Internal Backlit English Keyboard, Dell Latitude E (330-7359)		
Keyboard:	Documentation (English) Latitude E-Family/Mobile Precision (330-1652)		
Video Card:	Intel HD Graphics with ExpressCard, Dell Latitude E (320-8796)		
Hard Drive:	250GB Hard Drive 9.5MM,7200RPM, Dell Latitude E (342-0479)		
Hard Drive Controller:	NO Internal Fingerprint Reader and NO contactless smartcard reader, Dell Latitude E6410 (330-7356)		
Floppy Disk Drive:	14.1 inch Widescreen WXGA (1280x800) LED Display, Dell Latitude E6410 (320-8792)		
Operating System:	Windows 7 Professional downgrade to XP Professional SP3, with media, Latitude, English (421-2890)		
Operating System:	Windows 7 Downgrade RLOB (421-1993)		
Mouse:	Slate Silver, No WWAN, Dell Latitude E6410 (313-9617)		
Modem:	No Modem for Latitude E-Family (313-6507)		
TBU:	90W 3-Pin, AC Adapter for Latitude E-Family (330-0876)		
TBU:	US - 3-FT, 3-Pin Flat E-FamilyPower Cord for Latitude E-Family (330-0879)		
CD-ROM or DVD-ROM Drive:	8X DVD+/-RW for Latitude E-Family (313-6513)		
CD-ROM or DVD-ROM Drive:	Cyberlink Power DVD 8.3,with Media, Dell Latitude/Mobile Precision (421-1459)		
CD-ROM or DVD-ROM Drive:	Roxio Creator Dell Edition 10.3, Media, Dell RLOB (421-1189)		
Sound Card:	No Camera, with single digital microphone, Dell Latitude E6410 (313-9293)		
Processor Cable:	Dell Wireless 1520 802.11a/b/g/n Half Mini Card, Dell Latitude E (430-3657)		
Documentation Diskette:	No Intel vPro Technology Advanced Management Features, Dell Latitude/Mobile Precision (330-7461)		
Bundled Software:	Adobe Acrobat 9.0 English and French,BND,Dell OptiPlex Precision,and Latitude (410-1862)		
Bundled Software:	Microsoft Office Professional for Latitude, OptiPlex, Precision (420-6712)		
Factory Installed Software:	Resource DVD with Diagnostics and Drivers, Dell Latitude E6410 (330-8999)		
Software Disk Two:	Latitude On Reader for Latitude Notebooks (421-9856)		
Feature	9-Cell/90-WHr Battery, Dell Latitude E/Mobile Precision (312-0909)		
	Basic Hardware Service: Next Business Day Parts and Limited Labor Onsite Response 2 Year		

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Service:	Extended (923-0952)
Service:	Basic Hardware Service: Next Business Day Parts and Limited Labor Onsite Response Initial Year (926-1660)
Service:	Dell Limited Hardware Warranty Plus Onsite Service Extended Year(s) (909-1028)
Service:	Dell Limited Hardware Warranty Plus Onsite Service Initial Year (909-1027)
Support:	CompleteCare Accidental Damage Protection, 3 Year (923-1152)
Support:	Info, Complete Care (988-7689)
	Intel Core i5 Processor (330-7465)

SOFTWARE & ACCESSORIES			
Product	Quantity	Unit Price	Total
Slim Nylon Deluxe (One Pocket) Carrying Case 14.0 inch for Latitude E/Mobile Precision Customer Kit (330-1182)	2	\$35.00	\$70.00
Number of S & A Items: 1		S&A Total Amount: \$70.00	

SALES REP:	Duane McCoy	PHONE:	512-513-9133
Email Address:	Duane_McCoy@Dell.com	Phone Ext:	5139133

Please review this quote carefully. If complete and accurate, you may place your order online at www.dell.com/qto (use quote number above). POs and payments should be made to **Dell Marketing L.P.**

If you do not have a separate agreement with Dell that applies to your order, please refer to www.dell.com/terms as follows:

If purchasing for your internal use, your order will be subject to *Dell's Terms and Conditions of Sale-Direct* including Dell's U.S. Return Policy, at www.dell.com/returnpolicy#total. If purchasing for resale, your order will be subject to *Dell's Terms and Condition of Sale for Persons or Entities Purchasing to Resell*, and other terms of Dell's PartnerDirect program at www.dell.com/partner. If your order includes services, visit www.dell.com/servicecontracts for service descriptions and terms.

Quote information is valid for U.S. customers and U.S. addresses only, and is subject to change. Sales tax on products shipped is based on "Ship To" address, and for downloads is based on "Bill To" address. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, with seller listed as **Dell Marketing L.P.**, to Dell's Tax Department at 800-433-9023. Please include your Customer Number.

For certain products shipped to end-users in California, a State Environmental Fee will be applied. For Asset Recovery/Recycling Services, visit www.dell.com/assetrecovery.



TO RECEIVE PAYMENT, VENDOR'S
FEDERAL ID NUMBER MUST BE
ON FILE WITH DURHAM COUNTY

Vendor Copy
Page 1 of 1

Ordered From

DELL MARKETING LP
ONE DELL WAY RR8707
ROUND ROCK TX 78682
USA

County of Durham

Purchasing Division
200 E. Main Street, Floor 4
Durham, NC 27701
TEL - 919-560-0051
FAX - 919-560-0057

PURCHASE ORDER

Number : 2010000393
Issue Date : 04/01/2010
Delivery Date : 04/15/2010
FOB DESTINATION

Purchasing Group: 004

Your vendor number with us : 1000007087

Deliver To

DURHAM CO TAX ADMINISTRATION
COUNTY ADMINISTRATIVE COMPLEX
200 EAST MAIN STREET, 1ST FLR
DURHAM NC 27701
USA

Terms of Payment: Payable 30 days net

Item	Cost Center	Description	Quantity	Unit	Unit Price	Net Value
1	4140145000	Laptop Latitude E6400 quote # 526477373	2.00	EA	1,631.35	3,262.70

OLD

Total : 3,262.70

INSTRUCTIONS TO VENDORS:

1. Purchase Order Number **MUST** appear on all invoices and all shipping labels.
2. Submit duplicate invoice for each Purchase Order.
3. If all conditions set forth in this order cannot be met, please notify Purchasing immediately.
4. An individual invoice must be rendered for each Purchase Order. No statement will be paid.
5. Mail invoice(s) to: The "Deliver To" address & contact person noted above

Jacqueline Boyce
PURCHASING OFFICER
Anna Fox
FINANCE OFFICER

- 11447 -

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



ELSAG North America

205-H Creek Ridge Road
Greensboro, NC 27406

Duns # 196140821
Phone: 866-9MPH900 (967-4900)
Fax: 336-379-7164

9/11/2009
QUOTATION

Delivered to:
Keshia Johnson
Deputy Tax Administrator
200 East Main Street
Durham, NC 27701
1 (919) 560-0368

Quotation valid until: November 10, 2009
Prepared by: S. J. Hedley
Projected Arrival Date: TBD

Model #	Description	Cost	Units	Amount
MPH-900X3 (Trans)	Mobile License Plate Reader - Includes LPR Processor, 6 cameras (3 color and 3 infrared LPR in three enclosures), cables and related software. IN A TRANSPORTABLE RUGGEDIZED ELECTRONIC SUITCASE.	\$18,555	2	\$37,110.00
INST SUP	Day rate for ELSAG North America installation staff either on site or in the development lab.	\$1,350	1	\$1,350.00
MPH 900 OPC	Operations Center License designed to coordinate multiple fixed and mobile units across.	\$975	2	\$1,950.00
EXT-WARRANTY	Extended warranty for year two and three.	\$1,600	2	\$3,200.00
Phone Support	24 Hour Telephone Support by qualified MPH-900 technicians			FREE
ON-SITE TRAINING	Included in the purchase of both transportable and permanent MPH-900 installations available in group and individual sessions.			FREE
TRAINING CENTER MEMBERSHIP	Unlimited access to ELSAG North America training classes held either in the field or at Company Facilities.			FREE
			TOTAL	\$43,610.00

Service Plan for goods and services provided by the above quote

		Due Date	
Year I	Free	Hardware and Software	
Year II	\$1,600	Hardware and Software	1 year after receipt
Year III	\$1,600	Hardware and Software	2 years after receipt
Year IV	\$1,600	Hardware and Software	3 years after receipt
Beyond	\$1,600	Software Only	4 years after receipt

Service Plan Includes:
- Software Updates
- Annual Training/Service
- Parts & Labor

Approval Signature: _____

PACKING LIST

Microsoft
Licensing, GP

2000 Midway Lane
Smyrna TN 37167

ORDER DATE: 2010-04-07T12:32:00
PICKLIST NUMBER: E11998696
SHIPMENT ID: 14190428
CUSTOMER PO NUMBER : GSX6317

SHIP TO :

DON BOGUMIL
DURHAM COUNTY TAX ADMIN
200 E MAIN ST
1ST FLR

DURHAM NC 27701-3649
US
9195600311
End Customer PO: 2010000369
Public Customer Number: A0382EE4
Agreement Number: 6844538
Subscription Number:

INVOICE TO :

CDW Corporation

SCANNING NO:



18934910

Carrier Method: FedEx SmartPost

TOTAL LINES:	1
TOTAL QUANTITY:	1
TOTAL CDs :	0
TOTAL DVDs :	1
TOTAL MEDIA :	1

PART NUMBER	DESCRIPTION	CD Ct DVD Ct	LOCATION NO	QTY
228-08442	SQLSvrStd 2008 ENG DiskKit MVL DVD	0	SD-FM-05-01B	1
X14-89152	MS DVD5 SQL SVR STD EDTN 08 EN MLF	1		

Please keep this packing slip as verification of delivery.
If you have questions on this order please contact your Channel Partner.

Customer Reference:

Internal Ref: NMLFC0027768
C035024



TO RECEIVE PAYMENT, VENDOR'S
FEDERAL ID NUMBER MUST BE
ON FILE WITH DURHAM COUNTY

Vendor Copy
Page 1 of 1

Ordered From

DELL MARKETING LP
ONE DELL WAY RR8707
ROUND ROCK TX 78682
USA

County of Durham

Purchasing Division
200 E. Main Street, Floor 4
Durham, NC 27701
TEL - 919-560-0051
FAX - 919-560-0057

PURCHASE ORDER

Number : 2010000393
Issue Date : 04/01/2010
Delivery Date : 04/15/2010
FOB DESTINATION

Purchasing Group: 004

Your vendor number with us : 1000007087

Deliver To

DURHAM CO TAX ADMINISTRATION
COUNTY ADMINISTRATIVE COMPLEX
200 EAST MAIN STREET, 1ST FLR
DURHAM NC 27701
USA

Terms of Payment: Payable 30 days net

Item	Cost Center	Description	Quantity	Unit	Unit Price	Net Value
1	4140145000	Laptop Latitude E6400 quote # 526477373	2.00	EA	1,631.35	3,262.70

Total : 3,262.70

INSTRUCTIONS TO VENDORS:

1. Purchase Order Number **MUST** appear on all invoices and all shipping labels.
2. Submit duplicate invoice for each Purchase Order.
3. If all conditions set forth in this order cannot be met, please notify Purchasing immediately.
4. An individual invoice must be rendered for each Purchase Order.
No statement will be paid.
5. Mail invoice(s) to: The "Deliver To" address & contact person noted above

Jacqueline Boyce
PURCHASING OFFICER
Anna Fox
FINANCE OFFICER

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

DEPARTMENTAL PURCHASE REQUEST				DATE: 1/22/2010		DOCID:	
BUDGET FY: ACCT PD:							
VENDOR CODE:		REQUESTED BY: Aaron Stone		RESP AGENCY:		RESP ORG NAME:	
Vendor Name: Lenovo		PHONE:		DEL BLDG/RM:		IT	
Address:		DEL DATE:		TYPE:			
		RESP PERSON:		COMMENTS:		SHIP TO	
Contact: Jeremy Petty		CONFIRMATION ORDER: NO		TAX		CODE: 130	
Phone: 919-294-2891		LINK:				SHIP TO CONTACT	
Fax: 919-294-3334						Aaron Stone	
Date:				F.O.B.: DESTINATION		Durham Co IT /	
DOCID:						200 E Main St 5th floor	
						Durham NC 27701	

ACCOUNTING DATA										
LN	FUND	AGENCY	ORG/SUB	ACTIVITY	OBJECT/SUB	JOB #	REPT CAT	TOTAL	I/D	AGENCY APPROVAL Print or type Name and then Initial
1								\$ 970.00		1
2										
3										2
4										
5										3

COMMODITY DATA						
LN	QTY	UNIT	COMMODITY CODE	UNIT COST	DESCRIPTION	EXTENDED COST
1	1			\$ 715.00	M58 Form Factor intel Core 2 Duo E7300 2.66GHz	\$ 715.00
2					DVD RW, 160GB HD 7200 4GB RAM	\$ -
3					Part # 7360Y1X	\$ -
4	1			\$ 185.00	L1951p Widescreen performance hybrid LCD	\$ 185.00
5					Part # 2448HB6	\$ -
6	1			\$ 70.00	4 Year onsite Next Business Day warranty	\$ 70.00
7					Part # 41C9194	\$ -
8						
9						
10						
11						

total:
PURCHASING COPY

\$ 970.00

825 - 7360WZ4

- 11451 -

Credit card - (use Jays) or Teresa's



ELSAG North America

205-H Creek Ridge Road
Greensboro, NC 27406

Duns # 196140821
Phone: 866-9MPH900 (967-4900)
Fax: 336-379-7164

Delivered to:
Kestlia Johnson
Deputy Tax Administrator
200 East Main Street
Durham, NC 27701
1 (919) 560-0368

3/17/2009

QUOTATION

Quotation valid until: May 16, 2009
Prepared by: S. J. Hedley
Projected Arrival Date: TBD

Model #	Description	Cost	Units	Amount
MPH-900X3 (Trans)	Mobile License Plate Reader - Includes LPR Processor, 6 cameras (3 color and 3 Infrared LPR in three enclosures), cables and related software. IN A TRANSPORTABLE RUGGEDIZED ELECTRONIC SUITCASE.	\$23,725	2	\$47,450.00
INST SUP	Day rate for ELSAG North America installation staff either on site or in the development lab.	\$750	1	\$750.00
MPH-900 OPC	Operations Center License designed to coordinate multiple fixed and mobile units across	\$975	2	\$1,950.00
Phone Support	24 Hour Telephone Support by qualified MPH-900 technicians			FREE
ON-SITE TRAINING	Included in the purchase of both transportable and permanent MPH-900 installations available in group and individual sessions.			FREE
TRAINING CENTER MEMBERSHIP	Unlimited access to ELSAG North America training classes held either in the field or at Company Facilities.			FREE
			TOTAL	\$48,200.00

Service Plan for goods and services provided by the above quote

			Due Date
Year I	Free	Hardware and Software	
Year II	\$2,410	Hardware and Software	1 year after receipt
Year III	\$2,410	Hardware and Software	2 years after receipt
Year IV	\$2,410	Hardware and Software	3 years after receipt
Beyond	\$1,446	Software Only	4 years after receipt

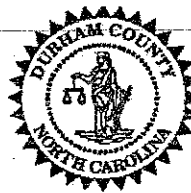
Service Plan Includes:

- Software Updates
- Annual Training/Service
- Parts & Labor

Approval Signature: _____

Terms: 2% Net 15 Days 1%30 Days Receipt of Goods

Cash Discount Value if paid in 15days: \$964.00
Cash Discount Value if paid in 30 days: \$482.00



RECEIVED OCT 16 2009

Department Copy
Page 1 of 1

TO RECEIVE PAYMENT, VENDOR'S
FEDERAL ID NUMBER MUST BE
ON FILE WITH DURHAM COUNTY

Ordered From
ELSAG NORTH AMERICA LLC
205 H CREEK RIDGE ROAD
GREENSBORO NC 27406
USA

County of Durham
Purchasing Division
200 E. Main Street, Floor 4
Durham, NC 27701
TEL - 919-560-0051
FAX - 919-560-0057

PURCHASE ORDER

Number : 2010000120
Issue Date : 09/30/2009
Delivery Date : 10/15/2009
FOB DESTINATION

Purchasing Group: 003

Your vendor number with us : 1000012994

Deliver To

DURHAM CO TAX ADMINISTRATION
COUNTY ADMINISTRATIVE COMPLEX
200 EAST MAIN STREET, 1ST FLR
DURHAM NC 27701
USA

Terms of Payment: Payable 30 days net

Item	Cost Center	Description	Quantity	Unit	Unit Price	Net Value
1	4140145000	License Plate reader	1.00	EA	18,555.00	18,555.00
2	4140145000	License Plate reader	1.00	EA	18,555.00	18,555.00
3	4140145000	Installation reader 1	1.00	EA	675.00	675.00
4	4140145000	Installation reader 2	1.00	EA	675.00	675.00
5	4140145000	Reader Licence 1	1.00	EA	975.00	975.00
6	4140145000	Reader License 2	1.00	EA	975.00	975.00
7	4140145000	Ext Warranty reader 1	1.00	EA	1,600.00	1,600.00
8	4140145000	Ext Warranty reader 2	1.00	EA	1,600.00	1,600.00

Total : 43,610.00**INSTRUCTIONS TO VENDORS:**

1. Purchase Order Number **MUST** appear on all invoices and all shipping labels.
2. Submit duplicate invoice for each Purchase Order.
3. If all conditions set forth in this order cannot be met, please notify Purchasing immediately.
4. An individual invoice must be rendered for each Purchase Order. No statement will be paid.
5. Mail invoice(s) to: The "Deliver To" address & contact person noted above

Jacqueline Boyce
PURCHASING OFFICER
Anna Fox
FINANCE OFFICER

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



ELSAG North America Law Enforcement Systems, LLC

July 21, 2009

Doris Thomas
Durham County Tax Administrator
200 East Main Street
Durham, NC 27701

Dear Ms. Thomas,

The ELSAG MPH900 is the only License Plate Recognition system available that has:

- The ability to be networked to systems currently in place with the over 450 other U.S. law enforcement agencies including: Wilmington PD, Fayetteville PD.
- The only LPR Company in North America to have 500+ units installed and networked under a single agency (NYPD).
- A successful and proven track record with working with Tax Administration offices.
- A secure magnetically mounted transportable LPR system with an installation that can readily be interchanged between vehicles in a matter of minutes and permanent installation options.
- the only system on the market that allows simultaneous "hands-free" use of up to 8 LPR cameras without forcing the user to select a subset.
- Use of a single Laptop/MDT in the vehicle for all police functions including LPR.
- An "Operations Center" software package that allows central management of LPR data from all cars and sources in the enterprise. The Operations Center enables wireless synchronization using both short and long range communication mediums.
- The only transportable and fixed systems that can be linked together in a single operations center for consolidated search.
- Comprehensive in-car reporting for operator use including a complete mapping component.
- The only system to guarantee reading ability of all plates including flat and vanity plates throughout the life of the system.
- Commercially available with dozens of units in inventory and deliverable in several days.



ELSAG North America Law Enforcement Systems, LLC

- US-based operations and manufacturing with LOCAL 24/7/365 support.
- The world's largest mobile LPR deployment, with expertise from supporting a 5000 car base of operations and proven success supporting the technology.
- A strict no public PR policy supporting the technology to enhance effectiveness and officer safety.
- The ability to read and process tags at over 93% accuracy.
- Ready to deliver covert solutions.
- No re-installation fee should the host car be damaged beyond repair.

Thank you again for the opportunity to highlight the unique advantages of the Elsag North America's MPH900 system, and if you have any further questions or I can help you in any way feel free to call me. My telephone number is (770) 658-9853.

Sincerely,

Steven Hedley
Southeast Area Manager



**COUNTY OF DURHAM, NORTH CAROLINA
BOARD OF COUNTY COMMISSIONERS
Agenda Action Form**

ITEM: Contract with ELSAG North America

DATE OF BOCC MEETING: August 10, 2009

REQUEST FOR BOARD ACTION:

The Tax Department requests authorization to enter into a contract with ELSAG North America for the purchase and installation of two (2) license plate recognition systems. The program allows the ability to read the tags of individuals who are delinquent in property taxes and have been issued a levy.

The tax department recently participated in a pilot program and as a result located 63 vehicles in 15 days for a total of \$14,000 in tax revenues. Durham County would be the first County in North Carolina to utilize for collection of taxes.

The requested contract amount is not to exceed \$ 48,200.00

RESOURCE PERSON(S): Kimberly H Simpson, Tax Administrator

COUNTY MANAGER'S RECOMMENDATION:

Approve the contract with ELSAG North America for the purchase and installation of 2 Mobile License Plate Readers for use in delinquent tax collection. The contract amount is not to exceed \$48,200.00

County Manager: _____

		Motion	Yes	No
() Approved	Bowser	_____	_____	_____
() Denied	Heron	_____	_____	_____
	Howerton	_____	_____	_____
	Page	_____	_____	_____
	Reckhow	_____	_____	_____

CONTRACT CONTROL/REQUISITION FORM

H/c to Angela
9-2-09



CONTRACTOR/VENDOR NAME: ELSA6 North America VENDOR # 1000012944
 ADDRESS/CITY/ST/ZIP: 205 H CREEK RIDGE RD GREENSBORO NC 27406
 TYPE OF CONTRACT: New ☒ Renewal ☐ Amendment ☐ Services ☐ Goods ☐ Consulting ☐ Construction ☐ Lease ☐ Other ☐
 DESCRIPTION/SCOPE OF WORK: Installation + purchase of license Plate Recognition System
 CONTRACT AMT: "48,200.00" CONTRACT PERIOD: 7/1/09 - 6/30/10 BID#: _____
 FUNDING SOURCE: General ☒ State ☐ Federal ☐ Grant ☐ Other ☐

ITEM LINE#	FUND	COST CENTER	G/L ACCOUNT	WBS ELEMENT (Grants/Projects Only)	GRANT NUMBER	TOTAL	I/D	DESCRIPTION OF SERVICES
1	1001010000	1450 4140 1000 00	52001601 00			*48,200.00		
2								
3								
4								
5								

COUNTY ATTORNEY
 Contract requires Risk Management approval? YES ☐ NO ☒
 RISK MANAGER Signature: _____ Date: _____
 Contract requires BOCC approval? YES ☐ NO ☒ Date of BOCC Approval: _____
COMMENTS:
 Reviewing Attorney: _____ Date: _____

INITIATING DEPARTMENT HEAD (Required)
 Signature: [Signature] Date: _____

BUDGET DIRECTOR (Required only for Business Area 9800)
 Signature: _____ Date: _____

COUNTY MANAGER
 Signature: _____ Date: _____

FINANCE OFFICER Pre-audit Certification Completed: Yes ☐ No ☒
 Signature: _____ Date: _____

CLERK TO THE BOARD
 Signature: _____ Date: _____

PURCHASING MANAGER
 Signature: _____ Date: _____

IT DIRECTOR
 Signature: _____ Date: _____

Purchasing Comments:

FUNDS RES DOC ID# _____



91

**COUNTY OF DURHAM, NORTH CAROLINA
BOARD OF COUNTY COMMISSIONERS
Agenda Action Form**

ITEM: Contract with ELSAG North America

DATE OF BOCC MEETING: August 24, 2009

REQUEST FOR BOARD ACTION:

The Tax Department requests authorization to enter into a contract with ELSAG North America for the purchase and installation of two license plate recognition systems. The program allows the ability to read the tags of individuals who are delinquent in property taxes and have been issued a levy.

The tax department recently participated in a pilot program and as a result located 63 vehicles in 15 days for a total of \$14,000 in tax revenues. Durham County would be the first County in North Carolina to utilize for collection of taxes.

The requested contract amount is not to exceed \$ 48,200.00.

RESOURCE PERSON(S): Kimberly H Simpson, Tax Administrator

COUNTY MANAGER'S RECOMMENDATION:

Approve the contract with ELSAG North America for the purchase and installation of two Mobile License Plate Readers for use in delinquent tax collection. The contract amount is not to exceed \$48,200.00.

County Manager: *Richard M. Ruggin*

☒ Approved
☐ Denied

	Motion	Yes	No
Bowser	2	✓	
Heron		✓	
Howerton		✓	
Page		✓	
Reckhow	1	✓	

ACORD**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)
8/25/2009

PRODUCER (336) 375-0600 FAX: (336) 375-7004

Craft Insurance Center

823 North Elm Street

PO Box 14946

Greensboro NC 27415

INSURED

ELSAG North America, LLC

205-H Creek Ridge Road

Greensboro NC 27406

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Federal Insurance Company 20281

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADDL	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY	35840328	12/1/2008	12/1/2009	EACH OCCURRENCE \$ 1,000,000
		☒ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
		☐ CLAIMS MADE ☒ OCCUR				MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$ 1,000,000
		☐ POLICY ☒ PROJECT ☐ LOC				
A		AUTOMOBILE LIABILITY	7532741	12/1/2008	12/1/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		☒ ANY AUTO				BODILY INJURY (Per person) \$
		☐ ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		☐ HIRED AUTOS				
		☐ NON-OWNED AUTOS				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		☐ ANY AUTO				OTHER THAN EA ACC \$
						AUTO ONLY: AGG \$
A		EXCESS/UMBRELLA LIABILITY	79836901	12/1/2008	12/1/2009	EACH OCCURRENCE \$ 5,000,000
		☒ OCCUR ☐ CLAIMS MADE				AGGREGATE \$ 5,000,000
		☐ DEDUCTIBLE				\$
		☒ RETENTION \$10,000				\$
						\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	71710537	12/1/2008	12/1/2009	☒ WC STATUTORY LIMITS ☐ OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
		OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

The County of Durham is named as an additional insured under the general liability policy as required by written contract.

CERTIFICATE HOLDER

County of Durham
Office of Tax Administrator
200 East Main Street 1st Floor
Durham, NC 27701

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Mark McLamb, CIC/KMM*Mark McLamb*

**NORTH CAROLINA
DURHAM COUNTY**

SERVICE CONTRACT

THIS CONTRACT is made, and entered into this the 16 day of July, 2009, by and between the COUNTY of DURHAM, a political subdivision of the State of North Carolina, (hereinafter referred to as "COUNTY"), and ELSA G North America, LLC a corporation duly authorized to do business in the state of North Carolina, (hereinafter referred to as "CONTRACTOR").

For and in consideration of mutual promises to each as herein after set forth, the parties hereto do mutually agree as follows:

1. **SCOPE OF SERVICES.** CONTRACTOR hereby agrees to provide the services and/or materials under this contract pursuant to the provisions and specifications identified in "Attachment 1" (hereinafter collectively referred to as "Services"). Attachment 1 is hereby incorporated herein and made a part of this contract. Time is of the essence with respect to all provisions of this contract that specify a time for performance.
2. **TERM OF CONTRACT.** The Term of this contract for services is from 8/10/09 to 6/30/10 unless sooner terminated as provided herein.

This contract is subject to the availability of funds to purchase the specified services and may be terminated at any time during the Term upon thirty (30) days notice in the event such funds become unavailable.

3. **PAYMENT TO CONTRACTOR.** CONTRACTOR shall receive from COUNTY an amount not to exceed Forty eight thousand two hundred and no/100 (\$48,200.00) as full compensation for the provision of Services. COUNTY agrees to pay CONTRACTOR at the rates specified for Services performed to the satisfaction of the COUNTY, in accordance with this contract, and Attachment 1. Unless otherwise specified, CONTRACTOR shall submit an itemized invoice to COUNTY by the end of the month during which Services are performed. A Funds Reservation number may be assigned to encumber the funds associated with this contract and must appear on all invoices and correspondence mailed to Purchaser. Payment will be processed promptly upon receipt and approval of the invoice by COUNTY.
4. **INDEPENDENT CONTRACTOR.** COUNTY and CONTRACTOR agree that CONTRACTOR is an independent contractor and shall not represent itself as an agent or employee of COUNTY for any purpose in the performance of CONTRACTOR's duties under this Contract. Accordingly, CONTRACTOR shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of CONTRACTOR's activities in accordance with this Contract. For purposes of this contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

CONTRACTOR, as an independent contractor, shall perform the Services required hereunder in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.

5. **INSURANCE AND INDEMNITY.** To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify and hold harmless the COUNTY and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from CONTRACTOR's performance of this Contract or the actions of the CONTRACTOR or its officials, employees, or contractors under this Contract or under contracts entered into by the CONTRACTOR in connection with this Contract. This indemnification shall survive the termination of this Contract.

In addition, CONTRACTOR shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. Additionally, CONTRACTOR shall maintain, at its expense, the following minimum insurance coverage:

\$1,000,000 per occurrence /\$2,000,000 aggregate --- Bodily Injury Liability, and
\$ 100,000 --- Property Damage Liability, or
\$1,000,000 per occurrence /\$2,000,000 aggregate---Combined Single Limit Bodily Injury and Property Damage

CONTRACTOR, upon execution of this Contract, shall furnish to the COUNTY a Certificate of Insurance reflecting the minimum limits stated above. The Certificate shall provide for thirty-(30) days advance written notice in the event of a decrease, termination or cancellation of coverage. Providing and maintaining adequate insurance coverage is a material obligation of the CONTRACTOR. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The CONTRACTOR shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the CONTRACTOR shall not be interpreted as limiting the CONTRACTOR's liability and obligations under the Contract.

6. **HEALTH AND SAFETY.** CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract.
7. **NON-DISCRIMINATION IN EMPLOYMENT.** CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed and that employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, or disability. In the event CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by COUNTY, and CONTRACTOR may be declared ineligible for further COUNTY contracts.
8. **LIVING WAGE.** Unless otherwise exempt, CONTRACTOR shall comply with the COUNTY's Living Wage Policy (the "Policy"). Pursuant to the Policy, CONTRACTOR agrees to pay all employees, providing Services in connection with this Contract, at least a Living Wage, as herein defined. Living Wage is defined to be a wage paid at an hourly rate of not less than 7.5% above the Federal Poverty Guidelines, as defined by the Bureau of Census, for a family of four. The hourly rate for the COUNTY's fiscal year 2010 (July 2009 through June 2010) is \$11.40.

CONTRACTOR shall furnish to the COUNTY a copy of the CONTRACTOR's payroll (with personal identification redacted) on at least a quarterly basis showing the wages paid to the CONTRACTOR's employees who perform work pursuant to this Contract. Failure to comply with the Policy may, in addition to all other remedies available for breach of contract, result in CONTRACTOR being barred from receiving any other contracts with the COUNTY for a period of up to three years.

9. **GOVERNING LAW.** This Contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Contract shall be brought in the General Court of Justice in the County of Durham and the State of North Carolina.

10. TERMINATION OF CONTRACT. This Contract may be terminated, without cause, by either party upon thirty (30) days written notice to the other party. This termination notice period shall begin upon receipt of the notice of termination. Such a termination does not bar either party from pursuing a claim for damages for breach of the contract.

This Contract may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this Contract and if the failure is not corrected within ten (10) days of the receipt of the notification. Upon such termination, the parties shall be entitled to such additional rights and remedies as may be allowed by relevant law.

Termination of this Contract, either with or without cause, shall not form the basis of any claim for loss of anticipated profits by either party.

11. SUCCESSORS AND ASSIGNS. CONTRACTOR shall not assign its interest in this Contract without the written consent of COUNTY. CONTRACTOR has no authority to enter into contracts on behalf of COUNTY.

12. COMPLIANCE WITH LAWS. CONTRACTOR represents that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented. The implementation of this Contract shall be carried out in strict compliance with all Federal, State, or local laws.

13. NOTICES. All notices which may be required by this contract or any rule of law shall be effective when received by certified mail sent to the following addresses:

**COUNTY OF DURHAM
ATTN: PURCHASING DEPARTMENT
4TH FLOOR, 200 EAST MAIN STREET
DURHAM, NORTH CAROLINA 27701**

**CONTRACTOR
ATTN: ELSAG North America LLC
205-H CREEK RIDGE RD
Greensboro, NC 27401**

14. AUDIT RIGHTS. For all Services being provided hereunder, COUNTY shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of the Services. Audits shall take place at times and locations mutually agreed upon by both parties. Notwithstanding the foregoing, CONTRACTOR must make the materials to be audited available within one (1) week of the request for them.

15. COUNTY NOT RESPONSIBLE FOR EXPENSES. COUNTY shall not be liable to CONTRACTOR for any expenses paid or incurred by CONTRACTOR, unless otherwise agreed in writing.

16. EQUIPMENT. CONTRACTOR shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide Services hereunder, unless otherwise agreed in writing.

17. ENTIRE CONTRACT. This contract, including Attachment 1, shall constitute the entire understanding between COUNTY and CONTRACTOR and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.

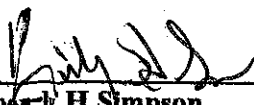
18. HEADINGS. The subject headings of the sections are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This contract shall be deemed to have been drafted by both parties and no interpretation shall be made to the contrary.

19. EXISTENCE. CONTRACTOR warrants that It is a corporation duly organized, validly existing, and in good standing under the laws of the State of North Carolina and is duly qualified to do business in the State of North Carolina and has full power and authority to enter into and fulfill all the terms and conditions of this contract.

20. **CORPORATE AUTHORITY.** By execution hereof, the person signing for CONTRACTOR below certifies that he/she has read this contract and that he/she is duly authorized to execute this contract on behalf of the CONTRACTOR.

IN TESTIMONY WHEREOF, the parties have expressed their agreement to these terms by causing this Service Contract to be executed by their duly authorized office or agent.

COUNTY OF DURHAM



Kimberly H Simpson
Tax Administrator

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

George K. Quick
Durham County Finance Officer

CONTRACTOR

By: 

Authorized Representative
Print Name: Sherri Corder
Title: Project Manager

"ATTACHMENT 1" to follow

ELSAG, Electronic License Plate Reader Program

The program was designed to assist in the collection of delinquent registered motor vehicle taxes. The program allows two (2) Deputies within the Durham County Sheriff's office, who are solely dedicated to the Tax Department for delinquent enforcement actions to occur daily. The program also assists in the location of vehicles that are subject to Levy under North Carolina General Statute 105-366 and 105-367.

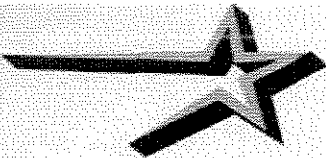
Each day the Tax Department updates the file that provides for taxpayers who own registered motor vehicles which are more than 60 days past due, and those we have issued an Execution of Levy Seizure. The file is submitted via server that communicates with the laptop of the Deputy through a dedicated server. The Server communicates this list to the vehicle and once the program is engaged it communicates with the cameras that are mounted on their vehicle. As the Deputies travel throughout the County the cameras on such vehicles capture images of registered plates with delinquent taxes. Upon this capture it alerts the Deputy if they have a hit on a delinquent property tax from the database that has been provided.

The Tax Department does not encourage our Deputies to engage in pursuit of a vehicle for the purpose of property taxes. Therefore as a result the Deputy may not be in a position to stop the vehicle and give them notice of delinquent property taxes and may reject the alert on their laptop.

If the Deputy does not reject the alert, the Deputy will place a notice of "Property Seizure Attempt" on the vehicle due to delinquent property taxes owed to Durham County, if not occupied. If the vehicle is occupied the notice is served upon its owner.

Each day the Deputies provide dedicated tax staff a copy of notices served from the previous day. These notices are to be entered into the system as a collection case to ensure the Tax Department monitors for payment within the 24 hours specified, or the date the Deputy has arranged for payment with the taxpayer.

00901


COUNTY OF DURHAM
Office of the Sheriff
Worth L. Hall
Sheriff

Durham County Tax Administration
PROPERTY SEIZURE ATTEMPT

Taxpayer Name

Balance Due

Date/Time

Plate Number

This was an attempt to seize your property for delinquent property taxes owed to Durham County.

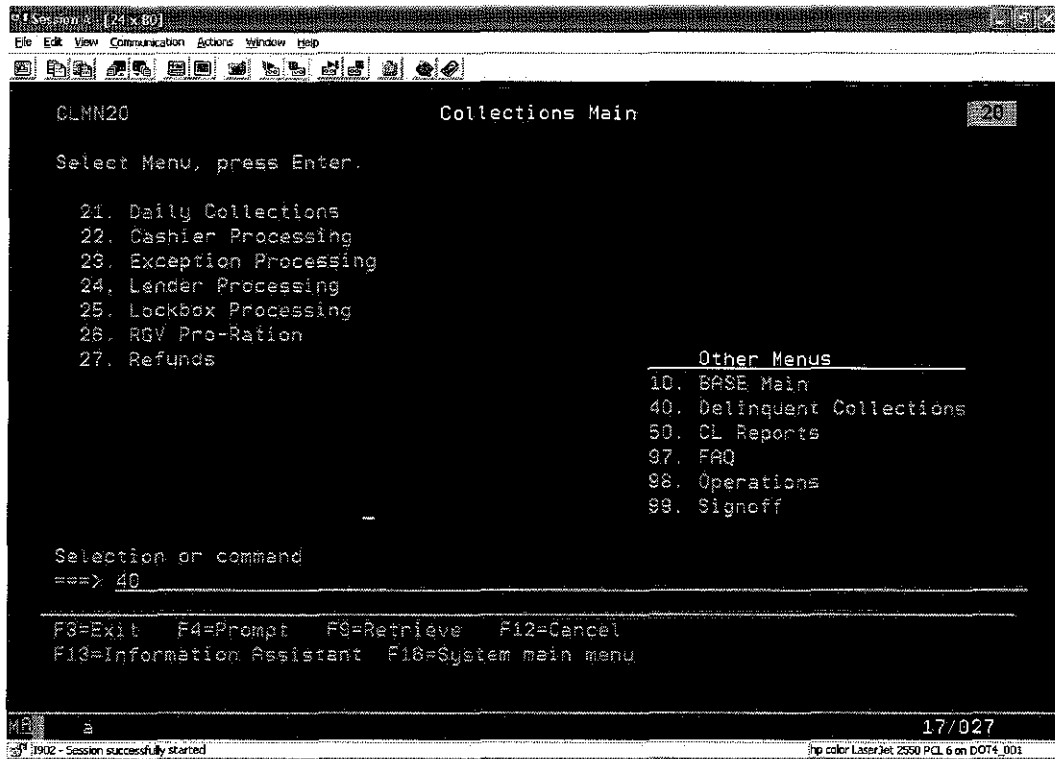
Payment must be received in the Durham County Tax Office within 24 hours of this notice. This would also apply for other delinquent vehicles that are owned by you. Seizure of property can occur at any location. Payment must be made in cash, money order, certified check or by using our website at tax.durhamcountync.gov.

Deputy T. Kelly _____

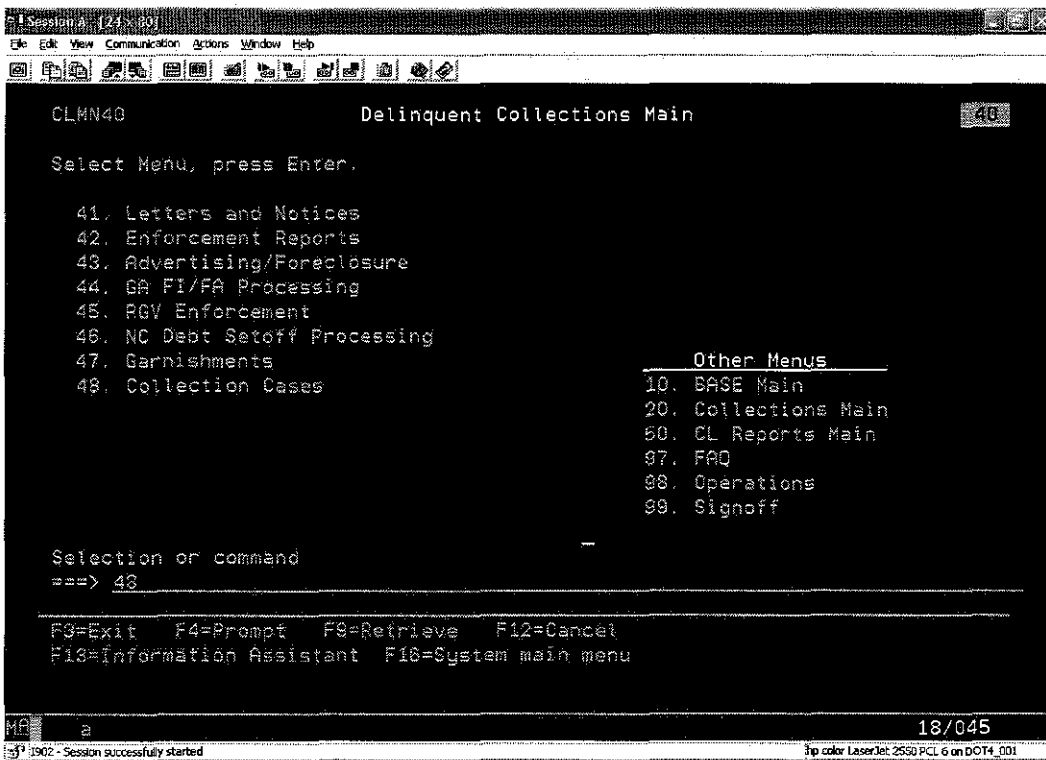
Durham County Tax Department Telephone # 560-0300

Steps for entering a collection case for ELSAG notification:

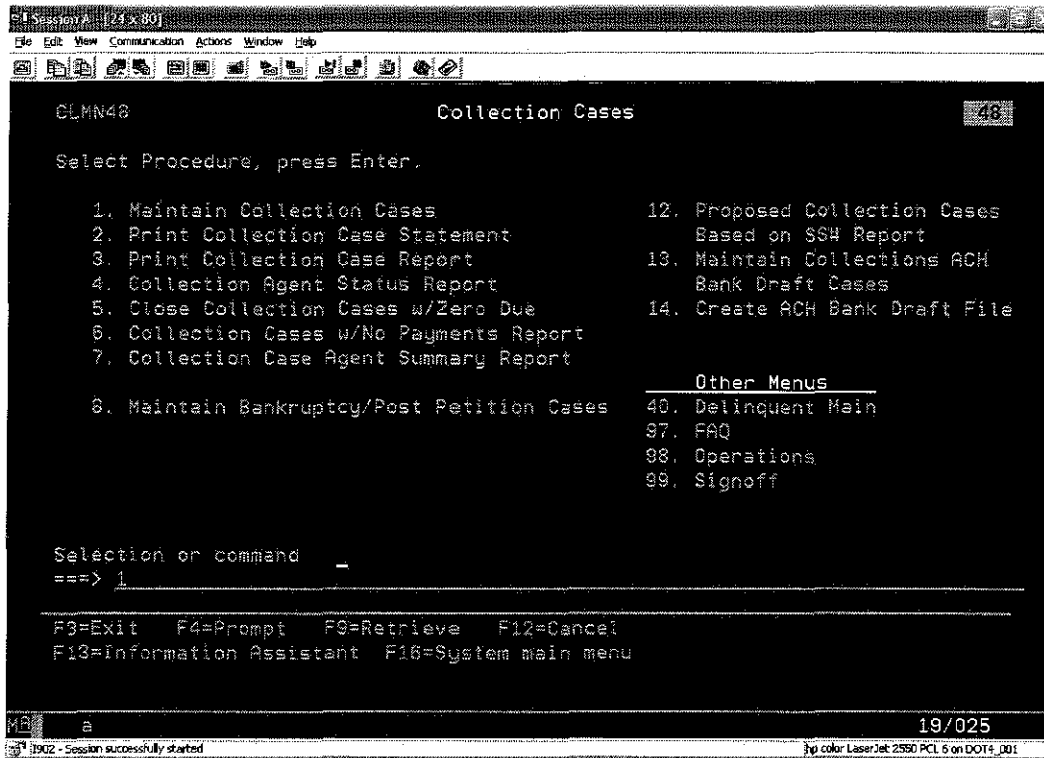
This step will require the use of your two monitors. Pull up the Collection Case Module and the Tax Bill Inquiry screen. As the information about the vehicle bill and asset will be important during the case creation.



Menu 40 – Delinquent Collections



Menu 48 – Collection Cases



CLMN48 Collection Cases 48

Select Procedure, press Enter.

1. Maintain Collection Cases	12. Proposed Collection Cases
2. Print Collection Case Statement	Based on SSH Report
3. Print Collection Case Report	13. Maintain Collections ACH
4. Collection Agent Status Report	Bank Draft Cases
5. Close Collection Cases w/Zero Due	14. Create ACH Bank Draft File
6. Collection Cases w/No Payments Report	
7. Collection Case Agent Summary Report	
8. Maintain Bankruptcy/Post Petition Cases	

Other Menus

40. Delinquent Main
97. FAQ
98. Operations
99. Signoff

Selection or command

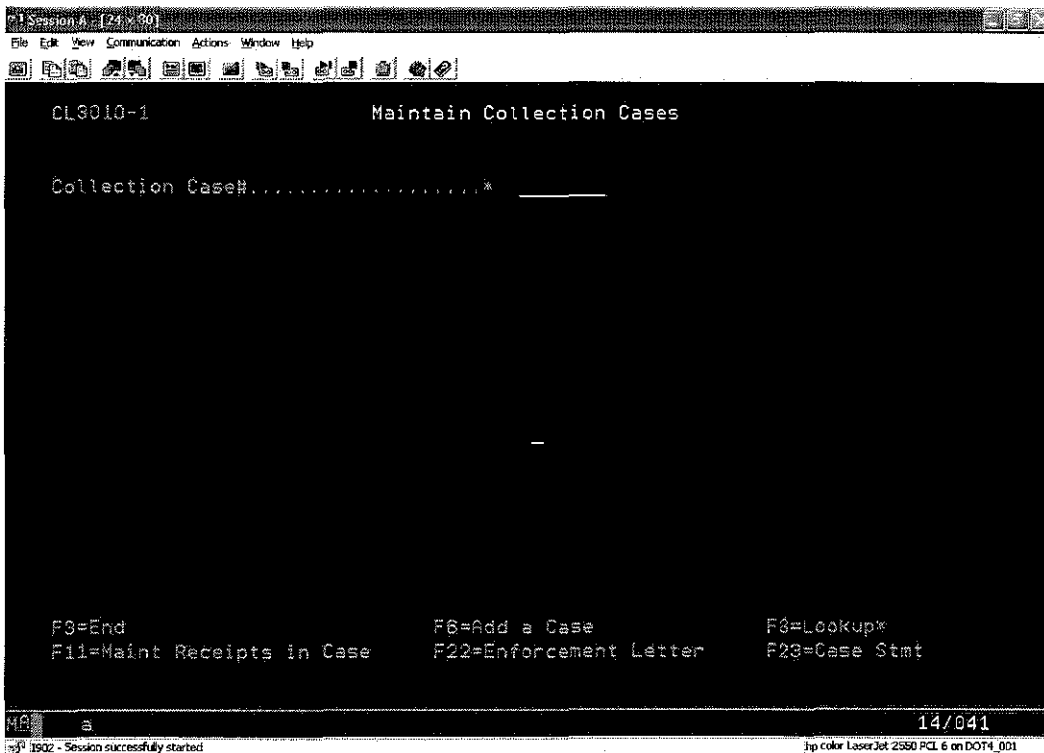
==> 1

F9=Exit F4=Prompt F9=Retrieve F12=Cancel
F13=Information Assistant F16=System main menu

19/025

hp color LaserJet 2550 PCL 6 on DOT4.001

Select 1 – Maintain Collection Cases



CL3010-1 Maintain Collection Cases

Collection Case#.....*

—

F9=End F6=Add a Case F8=Lookup*
F11=Maint Receipts in Case F22=Enforcement Letter F23=Case Stmt

14/041

hp color LaserJet 2550 PCL 6 on DOT4.001

Press F-6 Add a case. If you already have a case, do not create a new one. Put in the case number and press enter.

From the AS400 you can access the delinquent account by name, account number, or tag number.

We will use the tag number for the example:

CL1010-1 View Tax Bills

Transaction Date..... 2/25/2011
 Year..... 2010
 Bill Number..... _____
 - or -
 Owner Id.....* _____
 - or -
 Designated Id (Payer).....* _____
 - or -
 Parcel Id.....* _____
 - or -
 Tag# or Vin#..... ZTJ8361 or _____
 - or -
 Collection Case#.....* _____
 - or -
 Receipt Number..... _____
 - or -
 Owner Name (Name 1 ONLY)..... _____

ENTER F3=End Trans F6=Lookup* F9=Owner F10=Payer F15=Parcel
 F16=Alt Bill# F18=Tag#/VIN#

MR a 06/011

9902 - Session successfully started. hp color LaserJet 2550 PCL 6 on DOT4.001

AS400 Session – enter plate number located on Elsag Notice

Session A - [24 x 80] [X]

File Edit View Communication Actions Window Help

CL1010-2 View Tax Bills

INQUIRY

Year/Receipt: 2010 6275932 200 Bill #: 5799663 Transaction Date: 2/25/2011

JENKINS ENRICO VALENTA II

5318 WHIPPOORWILL ST

DURHAM NC 27704-1251

Discovery: 2009 Delinquent Flag:

Bill Collect Status: TAG 3.00000

Owner Collect Status: CH3K1.54MEN

Tender Instruction:

District: 1 Parcel/Personal Type: REGISTERED VEHICLE

Owner ID: @ 8457898 Payer ID: @ 8457898 Lender: @

ASV Value: 5,560 Bad Check:

Tax Amount: 89.39 Due Date: 8/01/2010 SI Receipt:

Charges: 7.38 Assessments: 15.00 SI Owner:

Prior Paid: 91.77 Paid Date: 2/16/2011 Created: 6/28/2010

Balance: .00 Asset: 1999 ACUR 30C CP 3.0CL PREM

Refund Due: Refund Paid:

Owner Collect Status Date: 11/20/2009 Bill Collect Status Date: 12/09/2010

ENTER F5=Charges F7=Duplicate

F9=Addresses F11=Asset Info F13=Trans Hist F12=Previous F14=Distribution

F20=ID Comments F21=Coll Sts Hst F22=AR Comment F24=More Options

Paid in Full

MA 01/001

1902 - Session successfully started hp color LaserJet 2550 PCL 6 on DOT4 001

Session A - [24 x 80] [X]

File Edit View Communication Actions Window Help

CL9010-2 Maintain Collection Cases

ADD

Collection Case#..... 002221

Primary Contact Taxpayer ID.....*

Collection Agent Code.....*

Collection Status Code.....*

Collection Status Effective Date....

Agreement Signed By.....

Agreement Signed For.....

Agreement Date.....

Payment Start Date.....

Payment Amount.....

Payment Frequency..... (W=Weekly, H=Monthly, Q=Qtrly)

Case Status..... (O=Open, C=Closed)

Last Maintained.....

Case Created.....

F8=Lookup* F9=Taxpayer Maint

F11=Maint Receipts in Case F12=Previous F20=Case Comments

F22=Enforcement Ltr F23=Case Stmt

MA 19/043

1902 - Session successfully started hp color LaserJet 2550 PCL 6 on DOT4 001

To Lookup:

Type name (last name first name) and press enter

Session A - [24 x 80] [B] X

File Edit View Communication Actions Window Help

TX4050-1 Lookup Taxpayer ID

For Name... (S) Starting Point or (B) Beginning With: S (S/B)

ID #: _____ SSH: _____

OR Address: _____ Search addr 1 or 2: 1

OR Name: _____ Phone #: _____

OR Business Physical Location: _____

OR Drivers License#: _____

SEL ID Open Taxpayer Name Other Taxpayer Name Typ S Real

-	0157814	HAYES KENJERICH L SR		I	
-	0311734	HAYES KENJERICH L SR		I	
X	8017584	D HAYES KENJERICH LAMONT		I	
=	8375571	HAYES KENJERICH LAMONT SR		I	
-	3140610	HAYES KENNETH A		I	
-	0118126	HAYES KENNETH ALTON	SPIVEY DEBORAH WALKER	I	
-	8054300	HAYES KENNETH ALTON		I	
-	8002700	HAYES KENNETH ALTON	SPIVEY DEBORAH WALKER	I	
-	8134430	HAYES KENNETH ALTON		I	
-	8200618	HAYES KENNETH ALTON		I	
-	8354275	D HAYES KENNETH ALTON		I	
-	0628686	HAYES KENNETH ALTON	N2 SPIVEY DEBORAH WALKER	I	+

Sel: I=View, T=Template, X=Select M=Maintain F12=Previous
 F17=Fold/Unfold F18+Sel (S)=Parcel Summary F21+Sel (S)=Bill Summary

MF a MW 12/002

1902 - Session successfully started HP Color LaserJet 1500 on Net00

Place an X beside the one you want to select and enter

Session A - [24 x 80] File Edit View Communication Actions Window Help

CL3010-2 Maintain Collection Cases

ADD

Collection Case#..... 036968

Primary Contact Taxpayer ID.....* 8344795

Collection Agent Code.....* WAD

Collection Status Code.....* Y

Collection Status Effective Date....

Agreement Signed By.....

Agreement Signed For.....

Agreement Date.....

Payment Start Date.....

Payment Amount.....

Payment Frequency..... (W=Weekly, M=Monthly, Q=Qtrly)

Case Status..... (0=Open, C=Closed)

Last Maintained.....

Case Created.....

F8=Lookup* F9=Taxpayer Maint

F11=Maint Receipts in Case F12=Previous F20=Case Comments

F22=Enforcement Ltr F23=Case Stmt

MR a MW 07/042

T902 - Session successfully started hp color LaserJet 2550 PCL 6 on DOT4_001

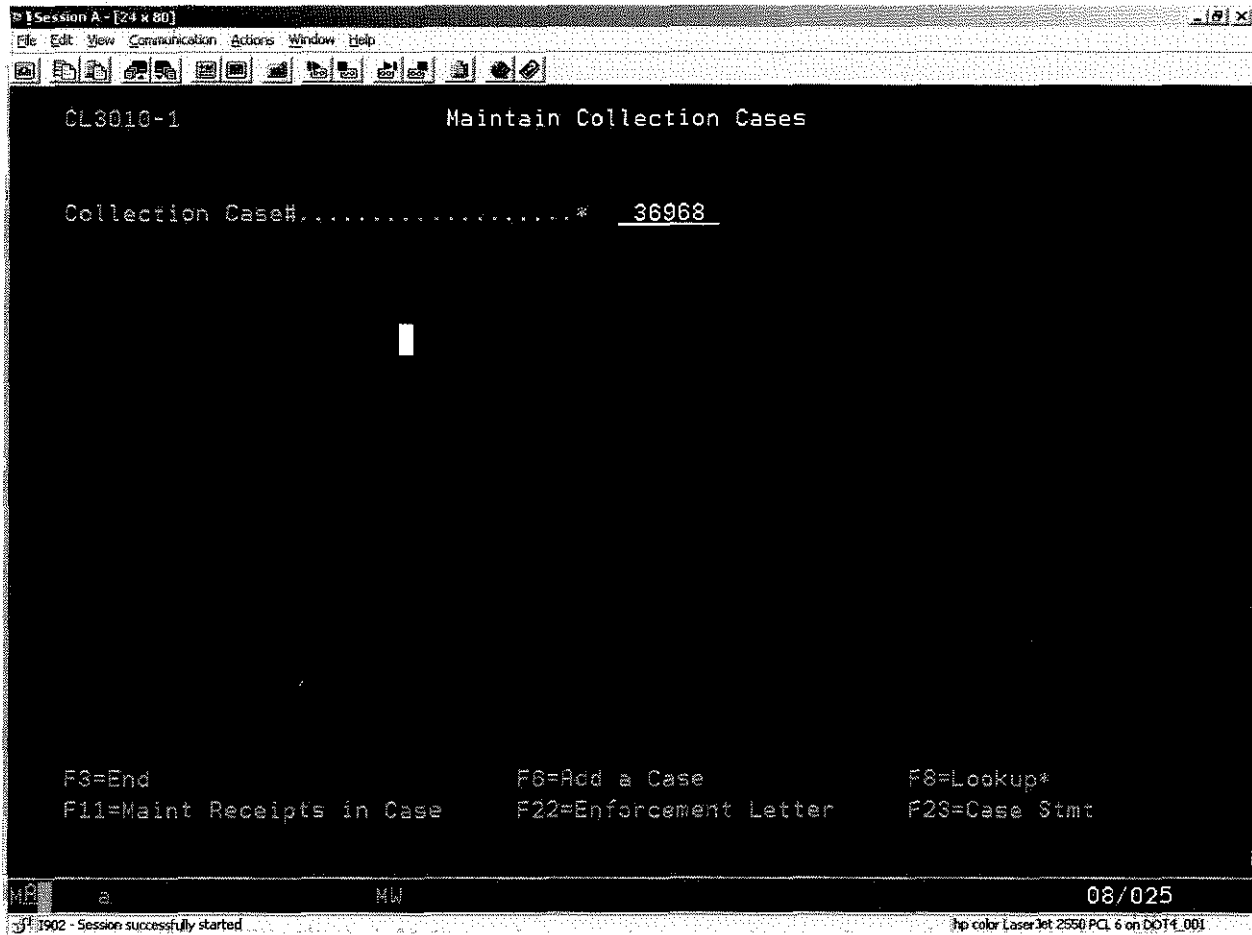
Collection Agent Code: Enter Deputies code. Deputy Wadford – WAD .Deputy Kelly DKEL

Collection Status Code: Enter Collection Code. Select Elsag (Y)

Collection Status Effective Date: Date of the Elsag Notice

Enter twice.

To Add Receipt to Collection Case



From the collection case
Press Enter

Session A - [24 x 80] File Edit View Communication Actions Window Help

CL3010-2 Maintain Collection Cases
CHANGE

Collection Case#..... 036968

Primary Contact Taxpayer ID.....* 8344795
Collection Agent Code.....* WAD
Collection Status Code.....* Y
Collection Status Effective Date.... 2/28/2011
Agreement Signed By.....
Agreement Signed For.....
Agreement Date.....
Payment Start Date.....
Payment Amount.....
Payment Frequency..... (W=Weekly, M=Monthly, Q=Qtrly)
Case Status..... 0 (0=Open, C=Closed)
Last Maintained..... 3/01/2011 DTS019
Case Created..... 3/01/2011 DTS019

* NOTE * When the collection status code for a case is changed, all receipts
in that case are also changed.

F6=Add Receipts to Case F8=Lookup* F9=Taxpayer Maint F10=Calc Pmt
F11=Maint Receipts in Case F12=Previous F20=Case Comments
F22=Enforcement Ltr F23=Case Stmt

MP a MW 06/040

1902 - Session successfully started hp color LaserJet 2550 PCL 6 on DOT4_001

Press F6=Add receipts to case

Session A - [24 x 80] File Edit View Communication Actions Window Help

CL1010-1 View Tax Bills

Transaction Date..... 1/28/2009
Year..... 2008
Bill Number.....
- or -
Owner Id.....*
- or -
Designated Id (Payer).....*
- or -
Parcel Id.....*
- or -
Tag# or Vin#..... or
- or -
Collection Case#.....*
- or -
Receipt Number.....
- or -
Owner Name (Name 1 ONLY).....

ENTER F3=End Trans F8=Lookup* F9=Owner F10=Payer F15=Parcel
F16=Alt Bill# F18=Tag#/VIN#

MP a MW 15/015

1902 - Session successfully started HP Color LaserJet 1500 on Net00

Enter owner ID or you can do normal search for the account.

CL1010-B Retrieve Tax Bills by Owner ID
 Owner ID# 8017584 HAYES KENJERICH LAMONT Trans Date 1/28/2009
 Retrieve _ Blank=All, 0=Open Bills
 ID Collection Status:
 ID Tender Instruction:
 Taxpayer: 10 debt setoff

Selected Due:
 Total Due: 106.46

S	Year	Receipt	Description	C	R	C	C	Amount Due	Payment	R
				C	S	S	Q M RGC			
-	2005	4426418	1995 OLDS SUL 4S CUTLA	F	P		200		6/26/06	
-	2005	4604944	1999 CHEV SIL TK P-UP	F	P		200		6/26/06	
-	2005	4677884	2005 CHRY PTC VN PT CR	F	P		200		6/26/06	
-	2006	4960754	1999 CHEV SIL TK P-UP	F	P		200		11/01/06	
-	2007	5294209	1994 CADI DCS 4S DEVIL	F	P		200		2/08/08	
-	2007	5294210	1999 CHEV SIL TK P-UP	F	P		200		2/08/08	
X	2008	5664959	1999 CHEV SIL TK P-UP	0	P		200	106.46		

Bottom

Sel(X)+ENTER=Accum Total F1=Select All F2=Debt Setoff Inquiry F5=Bottom
 Sel(X)+F6=Add to Case F8=Lookup* F9=Address@
 Sel(X)+F10=Receipt Detail F11=Actions F12=Previous F17=Fold
 F20=ID Comments F22=Tax Status F23=Statement

02/013

Select the receipt(s) by placing an X by each receipt. Hit enter and the amount will display as selected due, to add to the case you must hit F6, the selected amount due will disappear.

Hit F12 to go back to previous screen

Press F20 to enter case comments