

# LEE COUNTY

NORTH CAROLINA

*Committed Today for a Better Tomorrow*

**REGULAR MEETING  
OF THE  
LEE COUNTY BOARD OF COMMISSIONERS**  
106 HILLCREST DRIVE  
SANFORD, NORTH CAROLINA 27330

April 2, 2018  
6:00 P.M.

## **A G E N D A**

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**CALL TO ORDER** – Amy Dalrymple, Chair

**INVOCATION** – Commissioner Larry “Doc” Oldham

**PLEDGE OF ALLEGIANCE**

**I. ADDITIONAL AGENDA**

**II. APPROVAL OF CONSENT AGENDA** (All items listed below are routine and will be approved by one motion. No separate discussion will be held except by a request of a member of the Board. Any item removed from the Consent Agenda will be considered individually as a part of the regular agenda).

- A. Minutes from the March 12, 2018 Special Meeting. (Pages 1-3)
- B. Minutes from the March 19, 2018 Regular Meeting. (Pages 4-13)
- C. FY 2018-2019 State Consolidated Agreement. (Pages 14-46)
- D. Application for Opioid grant funding. (Pages 47-49)
- E. WIC and Expanded Food and Nutrition Education Program Collaboration. (Page 50)

**III. PUBLIC COMMENTS**

**IV. OLD BUSINESS**

- A. Consideration of a Resolution in Support of House Bill 551. – Commissioner Dodson (Pages 51-54)

**V. NEW BUSINESS**

- A. Recognition of the outstanding achievements of Heather Connor. – Amy Dalrymple (Pages 55-56)
- B. Proclamation for National Public Health Week. – Heath Cain. (Pages 57-58)
- C. Presentation Regarding Voters’ Registration. – Parker Holland (Page 59)
- D. Request for approval of Resolution Approving and Authorizing the Execution and Delivery of a Master Trust Agreement, a First Supplemental Trust Agreement, a Deed of Trust and Related Documents in Connection with Various Capital Improvements for the County. – Lisa Minter (Pages 60-67)
- E. Consideration of a Lease Agreement with Broadway Baseball League for the lease of the Gilbert Lett Family Park. – Whitney Parrish (Pages 68-72)

- F. Request for approval of Resolution Requesting an Opinion from the Attorney General's Office Regarding Clarification of N.C. General Statute § 158-7.1 on Notice and Public Hearing Requirements for Economic Development Items. – John Crumpton (Pages 73-79)

**VI. MANAGERS' COMMENTS**

**VII. COMMISSIONERS' COMMENTS**

**ADJOURN**

ITEM #:  
**II. A.**

# LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

(Use the Down or Up Arrows to move between fields of the Form)

**MEETING DATE:** April 2, 2018

**SUBJECT:** Minutes from the March 12, 2018 Special Meeting

**DEPARTMENT:** Governing Body

**CONTACT PERSON:** Jennifer Gamble, Clerk to the Board

**TYPE:**  Consent Agenda     Action Item     Public Hearing     Information

REQUEST	Approve Minutes from the March 12, 2018 Special Meeting
BUDGET IMPACT	N/A
ATTACHMENTS	"Draft" copy of the March 12, 2018 Minutes
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Approve Minutes from the March 12, 2018 Special Meeting
SUMMARY	

A "draft" copy of the Minutes from the March 12, 2018 Special Meeting have been prepared for approval. Attachments referenced in the Minutes are available for review in the Clerk's Office located at 408 Summit Drive, Sanford, NC. Once approved, Minutes will be recorded at the Lee County Register of Deeds Office.

# LEE COUNTY

NORTH CAROLINA

*Committed Today for a Better Tomorrow*

SPECIAL MEETING  
OF THE  
LEE COUNTY BOARD OF COMMISSIONERS  
106 HILLCREST DRIVE  
SANFORD, NORTH CAROLINA 27330

**MARCH 12, 2018**

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The special meeting of the Board of Commissioners for the County of Lee, State of North Carolina, convened at 12:15 P.M. in the Commissioners Room, First Floor, Lee County Government Center, 106 Hillcrest Drive, Sanford, North Carolina, on said date. Commissioners present when the meeting was called to order were Amy M. Dalrymple, Dr. Andre Knecht, Larry "Doc" Oldham, Robert T. Reives, Cameron W. Sharpe, and Timothy S. Sloan.

I. Call to Order

Chair Dalrymple called the meeting to order.

II. Consideration of Purchase of Broadway Optimist Park Located at 100 Gilbert Lett Road, Broadway, NC 27505

County Manager John Crumpton stated that the Lett family has agreed to the transfer of the property located at 100 Gilbert Lett Road, Broadway, NC as long as it continues to be referenced as the Lett Family Park and the deed restrictions referring to the Lett family's consent to any or transfer of the property and the requirement for continued use for park purposes remain in effect. The park consists of two baseball fields with a concession stand and a 4,000 square foot community building. The County plans to move Tiny Tots into the building beginning next year. Commissioner Oldham moved the approve the purchase of the property along with the budget amendment appropriating the funds for the purchase, a copy of the Settlement Statement, Purchase Agreement, and Budget Amendment # 03/12/18/09 are attached to these minutes and by this reference made a part hereof. Upon a vote, the results were as follows:

Aye: Dalrymple, Knecht, Oldham, Reives, Sharpe, Sloan  
Nay: None  
Absent: Dodson

The Chair ruled the motion had carried.

III. Adjournment

With no further business to come before the Board, Commission Reives moved to adjourn the meeting. Upon a vote, the results were as follows:

Aye: Dalrymple, Knecht, Oldham, Reives, Sharpe, Sloan  
Nay: None  
Absent: Dodson

The Chair ruled the motion had carried and the meeting adjourned at 12:37 p.m.

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Amy M. Dalrymple, Chair  
Lee County Board of Commissioners

ATTEST:

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Jennifer Gamble, Clerk to the Board

ITEM #:  
**II. B.**

## LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

(Use the Down or Up Arrows to move between fields of the Form)

**MEETING DATE:** April 2, 2018

**SUBJECT:** Minutes from the March 19, 2018 Regular Meeting

**DEPARTMENT:** Governing Body

**CONTACT PERSON:** Jennifer Gamble, Clerk to the Board

**TYPE:**     Consent Agenda     Action Item     Public Hearing     Information

REQUEST	Approve Minutes from the March 19, 2018 Regular Meeting
BUDGET IMPACT	N/A
ATTACHMENTS	“Draft” copy of the March 19, 2018 Minutes
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Approve Minutes from the March 19, 2018 Regular Meeting
SUMMARY	

A “draft” copy of the Minutes from the March 19, 2018 Regular Meeting have been prepared for approval. Attachments referenced in the Minutes are available for review in the Clerk’s Office located at 408 Summit Drive, Sanford, NC. Once approved, Minutes will be recorded at the Lee County Register of Deeds Office.

# LEE COUNTY

NORTH CAROLINA

*Committed Today for a Better Tomorrow*

REGULAR MEETING  
OF THE  
LEE COUNTY BOARD OF COMMISSIONERS  
106 HILLCREST DRIVE  
SANFORD, NORTH CAROLINA 27330

**MARCH 19, 2018**

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The regular meeting of the Board of Commissioners for the County of Lee, State of North Carolina, convened at 6:00 P.M. in the Commissioners Room, First Floor, Lee County Government Center, 106 Hillcrest Drive, Sanford, North Carolina, on said date. Commissioners present when the meeting was called to order were Amy M. Dalrymple, Larry "Doc" Oldham, Robert T. Reives, Cameron W. Sharpe, and Timothy S. Sloan.

Chair Dalrymple called the meeting to order and the following business was transacted:

Mark Akinosho, chair of the Lee County School Board, provided the invocation.

The Pledge of Allegiance was recited.

## **I. ADDITIONAL AGENDA**

The Board considered changes/additions to the *Agenda*. Commissioner Oldham requested to add the "Spring Thaw" Fine Forgiveness Program for the Lee County Library. Chair Dalrymple requested to table Item D for Consideration of Resolution in support of House Bill 551 under New Business until the next meeting when Commissioner Dodson could be present. Commissioner Knecht joined the meeting at 6:02 p.m. Commissioner Reives moved to approve the *Agenda* as amended. Upon a vote, the results were as follows:

Aye: Dalrymple, Knecht, Oldham, Reives, Sharpe, Sloan  
Nay: None  
Absent: Dodson

The Chair ruled the motion had carried unanimously.

## II. APPROVAL OF CONSENT AGENDA

The Board considered changes to the *Consent Agenda*. Commissioner Sharpe moved to approve the *Consent Agenda* as presented, which consisted of the following items:

- A. Minutes from the February 19, 2018 Regular Meeting.
- B. Minutes from the February 19, 2018 Closed Session.
- C. Request for Renewal of Sanford Farmers Market MOU.
- D. Tax Release and Refund Report for February 2018.
- E. FY 2018 Senior Health Insurance Information (SHIIP) Outreach Grant under the Medicare Improvements for Patients and Providers Act (MIPPA) through the Triangle J Area Agency on Aging.
- F. Request for Approval of Reach Out and Read Program.
- G. Budget Amendment #03/19/18/10.

Upon a vote, the results were as follows:

Aye: Dalrymple, Knecht, Oldham, Reives, Sharpe, Sloan  
Nay: None  
Absent: Dodson

The Chair ruled the motion had carried unanimously.

## III. PUBLIC COMMENTS

Pursuant to General Statute § 152A-52.1, Chair Dalrymple opened the floor for *Public Comments*. The following people signed up to speak and were permitted 3 minutes for comments:

- 1. D.E. Kanning, 125 Doe Run Drive, Sanford, NC (Expenditures)
- 2. Jim Womack, 1615 Boone Trail Rd, Sanford, NC (Wicker School)
- 3. Frank Del Palazzo, 425 Rolling Hill Rd, Sanford, NC (Wicker School)
- 4. Bob Finch, 1414 Carthage Street, Sanford, NC (Wicker School)

## IV. OLD BUSINESS

- A. Consideration of Proposed Economic Development Project – Project Eagle  
County Attorney Whitney Parrish reviewed the proposed terms for Project Eagle. The project consists of building renovations and the purchase of machinery and equipment in the amount of \$29,500,000.00 in taxable investment in Lee County, with the County sharing up to \$346,246.00 of the cost of the project with revenues from the County General Fund over the five year life of the project. The project is estimated to create at least 40 new jobs with an average annual wage of \$41,526.00. Notice of the public hearing was published in *The Sanford Herald* on February 9, 2018. The public hearing was held at the February 19, 2018 regular



meeting of the Board of Commissioners. No one spoke in favor or in opposition of the proposed economic development project. Commissioner Sloan moved to approve the Resolution and Agreement for Project Eagle, a copy of which is attached to these minutes and by this reference made a part hereof. Upon a vote the results were as follows:

Aye: Dalrymple, Oldham, Reives, Sharpe, Sloan  
Nay: Knecht  
Absent: Dodson

The Chair ruled the motion had carried 5:1.

B. Request for Approval of Local Grant Agreement for the One North Carolina Fund with Wyeth Holdings, LLC.

Commissioner Sloan was excused due to a potential conflict of interest related to his employment with Pfizer. County Attorney Whitney Parrish presented the Local Grant Agreement for the One North Carolina Fund with Wyeth Holdings LLC for the Board's consideration. On February 20, 2017, the Board held a public hearing proposing to participate in an economic development project, Project Panda, Wyeth Holdings LLC, which consists of a life science research and product manufacturing process with a taxable investment of at least one hundred million dollars and the hiring of fifty new jobs at an average salary of ninety thousand dollars over a five year period. The investment from the County will be up to \$1,412,715.00. As part of Wyeth Holdings LLC State incentive, they received a One North Carolina Grant in which they will receive \$250,000.00 as part of a match from our local incentive. The County will be a pass through entity for the administration of the grant. Commissioner Reives moved to allow Commissioner Sloan to recuse himself due to a potential conflict of interest. Upon a vote, the results were as follows:

Aye: Dalrymple, Knecht, Oldham, Reives, Sharpe, Sloan  
Nay: None  
Absent: Dodson

The Chair ruled the motion had carried unanimously.

Commissioner Reives moved to approve the agreements and to authorize the Chair to sign any documents associated with the One North Carolina Grant, a copy of which is attached to these minutes and by this reference made a part hereof. Upon a vote, the results were as follows:

Aye: Dalrymple, Oldham, Reives, Sharpe, Sloan  
Nay: Knecht  
Absent: Dodson

The Chair ruled the motion had carried 5:1.

C. Consideration of Resolution Authorizing County Manager or Designee to Direct and Supervise the Disinterment, Removal, and Reinterment of Graves from Shallow Well Cemetery.

Wayne Watson, Cemetery agent for Shallow Well Church, provided the Board with background information regarding the history of Shallow Well Cemetery and how it will be impacted by the Department of Transportation's project for widening NC 42. There is about 5.7 acres of cemetery presently. Originally, the North Carolina Department of Transportation (DOT) proposed about 50 graves would need to be moved to accomplish the project. It later changed to 125 graves, then 147 graves, and a later meeting with DOT determined there were 207 graves that would need to be moved. DOT has not counted the potential grave sites already reserved by families. There are 150 reserve spots. Mr. Watson stated that DOT has not expressed a willingness to reimburse families for property they plan to take over in conjunction with the project. The families have hired a lawyer for representation in the matter. DOT has agreed to put a walkway in front of the church and fix the Jonesboro side so it is handicap accessible. Commissioner Reives asked Counsel to have DOT notify the Church of what calls they are receiving to let the church know who has contacted them. County Manager John Crumpton stated that the DOT has requested that the Board adopt a resolution directing someone within the county government to supervise the disinterment, removal, and reinterment of the graves at the Shallow Well Cemetery for the expansion of NC 42 from US 421 to Main Street in Lee County. North Carolina General Statute § 65-106 outlines the procedures for the disinterment, removal, and reinterment of graves and directs that all disinterment, removal, and reinterment shall be made under the supervision and direction of the County Board of Commissioners. The attached resolution authorizes the County Manager's Office, or designee, with the assistance of the County Health Director as necessary, to be responsible for the supervision and direction of the disinterment, removal, and reinterment of graves. Commissioner Sharpe moved to adopt the resolution authorizing the County Manager or his designee to direct and supervise the disinterment, removal, and reinterment of graves at Shallow Well Cemetery, a copy of the Resolution is attached to these minutes and by this reference made a part hereof. Upon a vote, the results were as follows:

Aye: Dalrymple, Knecht, Oldham, Sharpe, Sloan  
Nay: Reives  
Absent: Dodson

The Chair ruled the motion had carried 5:1.

D. Consideration of Purchase Agreement for WB Wicker Elementary School.

Chair Dalrymple asked the County Manager to respond to false assertions that have been made regarding the project. County Manager John Crumpton stated that he has worked on this project for about 3 years now. In speaking with Ms. Rumley with Brick Capital, the agreement was that the County would pay off then existing loan and pay Brick Capital \$400,000 for the property. Discussions were held in open session. The payoff of the existing loan is approximately \$1,677,370.98. The upcoming schedule for the closing of the bonds to build the new Wicker Elementary

School required that the Board of Commissioners complete the purchase of the existing building from Brick Capital LLC. The purchase of the building was agreed upon when the Board secured the property for the construction of the new school. The current offer to purchase runs out on April 30. This contract to purchase extends the agreement to May 31, 2018. Closing should occur in the first two weeks of May and will be coordinated with the closing of the bond sale. Commissioner Oldham made a motion that the Board approve the purchase and sale of real property agreement for the WB Wicker School in substantially the same form presented at the meeting, and authorize the Chair and staff to sign any related documents, which may contain modifications as the chair, with the advice of counsel, shall approve to the extent not inconsistent with the provisions of the resolution and agreement on the agenda today, a copy of which is attached to these minutes and by this reference made a part hereof. Upon a vote, the results were as follows:

Aye: Dalrymple, Knecht, Oldham, Reives, Sharpe, Sloan  
Nay: None  
Absent: Dodson

The Chair ruled the motion carried unanimously.

## V. NEW BUSINESS

- A. Request to Lease Office A, Suite 304 on the third floor of the Buggy Building.  
Joni Martin representing Progressive Contracting Company, Inc. provided the Board with a request from Stephen Ryan of Atlantic Mortgage and Funding, Inc. to lease Office A in Suite 304 on the third floor of the Buggy Building. Commissioner Sharpe moved to approve Stephen Ryan's request to lease Office A in Suite 304 on the third floor of the Buggy Building. Upon a vote, the results were as follows:

Aye: Dalrymple, Knecht, Oldham, Reives, Sharpe, Sloan  
Nay: None  
Absent: Dodson

The Chair ruled the motion had carried unanimously.

- B. Request to Lease Office B, Suite 304 on the third floor of the Buggy Building.  
Joni Martin representing Progressive Contracting Company, Inc. provided the Board with a request from Felicia Alston of Foster Care Facilities, LLC to lease Office B in Suite 304 on the third floor of the Buggy Building. Commissioner Sloan moved to approve Felicia Alston's request to lease Office B in Suite 304 on the third floor of the Buggy Building. Upon a vote, the results were as follows:

Aye: Dalrymple, Knecht, Oldham, Reives, Sharpe, Sloan  
Nay: None  
Absent: Dodson

The Chair ruled the motion had carried unanimously.

C. Lee County Cost of Community Services Presentation

Bill Stone, County Extension Director provided the Lee County Cost of Community Services Study Presentation, which was a collaborative project with the Finance and Tax Office along with Mount Olive College to complete a county Cost of Community Services assessment. Edward Olive with Mount Olive University presented the Cost of Community Services Study. A copy of the full study was provided to the Board. This study evaluated three different land uses including residential, commercial/industrial, and agriculture/forestry. This project was supported through the N.C. Agricultural Development and Farmland Preservation Trust Fund. No action was taken.

D. Consideration of Resolution in Support of House Bill 551

Tabled until April 2, 2018 Board of Commissioners Meeting.

E. Request for Approval of Contract with Duke Life Point (DLP) / Central Carolina Medical Group, LLC

Lee County implemented the first phase of an employee wellness program in November of 2012. The purpose of the program was to educate, improve and change the behavior of our employees regarding their health. Since the implementation of the program, reduction in the cost of Lee County employee's claims has been achieved, thus lowering premiums over the last several years. Lee County has now implemented the second phase of the employee wellness program. DLP Central Carolina Medical Group, LLC will provide on-site acute care for employees and employees' dependents who are on the County's Health Insurance Plan. Employees can receive care and the costs of that care will not be billed to BCBS. This will reduce the cost of claims. The wellness center will also reduce the time away from work for employees who normally would have longer wait times in a physician's office. The wellness center will be located next door to the Government Center. DLP Central Carolina Medical Group, LLC will provide a Nurse Practitioner and a Certified Medical Assistant 3 hours a day, 5 days a week. The Group will provide the licensing and professional liability insurance for one million dollars per occurrence. A licensed physician employed by DLP Central Carolina Medical Group, LLC, will supervise the wellness center. The plan for the future is to use the wellness clinic to do drug testing, employee screenings and worker's compensation injuries in addition to providing acute care. Open House for the Wellness Center will occur on April 2<sup>nd</sup>, and will open for business on Tuesday, April 3<sup>rd</sup>, 2018. Commissioner Oldham moved to approve the contract with DLP Central Carolina Medical Group, LLC, a copy of which is attached to these minutes and by this reference made a part hereof. Upon a vote, the results were as follows:

Aye: Dalrmples, Knecht, Oldham, Reives, Sharpe, Sloan  
Nay: None  
Absent: Dodson

The Chair ruled the motion had carried unanimously.

F. Request for Approval of Memorandum of Understanding for Temporary Land Use at OT Sloan Park.

Resolute Building Company has requested the use of approximately 75 feet of park property adjoining the SECU Project property line. County property will be used for setting up a construction office, construction employee parking, and staging materials and equipment for the project. The project is expected to be completed by the end of October 2018. Commissioner Sloan moved to accept a Memorandum of Understanding authorizing the use of approximately 75 feet of property adjacent to O.T. Sloan Park in order to construct the new SECU on Bragg Street, a copy of the Memorandum of Understanding is attached to these minutes and by this reference made a part hereof. Upon a vote, the results were as follows:

Aye: Dalrymple, Knecht, Oldham, Reives, Sharpe, Sloan

Nay: None

Absent: Dodson

The Chair ruled the motion had carried unanimously.

G. Consideration of Revisions of the County's Financial Policies Regarding Available Fund Balance Percentages

The Board of Commissioners and the County Manager have had several discussions over the last few years regarding appropriate fund balance levels. The Local Government Commission recommends that counties maintain an available fund balance equal to 8% of the General Fund budget as a minimum. The 8% equates to roughly one month's expenditures. When asked what they would recommend as a target percentage, they recommend that you look at the average of your peer group. As of the fiscal year ended June 30, 2016, Lee County's population group average available fund balance percentage was 31.57%. Lee County's percentage was 17.92%. Based on the numbers in our population group, it is recommended that current fund balance policy in the County's financial policies be revised to raise the floor available fund balance percentage from 14% to 16% and the target percentage from 18% to 24%. Having an increased fund balance allows the County greater flexibility if there is a downturn in the economy. It also gives the County greater resources to be able to take advantage of opportunities that may come available for property purchases, grants, etc. Commissioner Reives moved to approve the revised Financial Policies Resolution. Commissioner Knecht moved to table the Financial Policies Revisions until the next meeting to gain understanding of the proposed policies. Commissioner Reives withdrew his motion to approve. After discussion, Commissioner Knecht withdrew his motion to table. Commissioner Reives renewed his motion to adopt the revised Financial Policies Resolution, a copy of which is attached to these minutes and by this reference made a part hereof. Upon a vote, the results were as follows:

Aye: Dalrymple, Knecht, Oldham, Reives, Sharpe, Sloan

Nay: None  
Absent: Dodson

The Chair ruled the motion had carried unanimously

H. Request for Approval of Resolution Authorizing Certain Staff to Accept Donations on Behalf of the County.

Under North Carolina General Statute § 153A-12, the Board of Commissioners have the authority to accept donations of real or personal property to the governing board of commissioners for the use of any statutorily approved use it has. The Board of Commissioners can also grant authority to accept certain donations to staff members to allow greater efficiency when donations are given to the County. The proposed resolution would grant the County Manager authorization to accept donations of personal property of up to \$1,000. Any donations of real property will still have to go before the Board of Commissioners for approval. Commissioner Reives moved to approve the resolution giving the County Manager the authority to approve donations of personal property up to \$1,000 in value to the County, a copy of which is attached to these minutes and by this reference made a part hereof. Upon a vote, the results were as follows:

Aye: Dalrymple, Knecht, Oldham, Reives, Sharpe, Sloan  
Nay: None  
Absent: Dodson

The Chair ruled the motion had carried unanimously.

I. Request for Approval of "Spring Thaw" Fine Forgiveness Program for Lee County Libraries

Beth List, Lee County Library Director, provided the Board with information on a proposed "Spring Thaw" Fine Forgiveness Program for Lee County Libraries. The proposed program will encourage library card holders to return lost items with no penalty, will allow patrons to purchase an exact match replacement for their lost item(s) to clear their accounts, and to encourage patrons to renew/update their accounts by making a payment on their current fines with a forgiving match of 50%. The program would also eliminate "legacy bills", which are historical bills that migrated over when the new system was established in 2013. Several of these accounts migrated over with mistakes and errors that would need to be individually researched to get an accurate total of. Commissioner Reives moved to approve the "Spring Thaw" Fine Forgiveness Program for Lee County Libraries. Upon a vote, the results were as follows:

Aye: Dalrymple, Knecht, Oldham, Reives, Sharpe, Sloan  
Nay: None  
Absent: Dodson

The Chair ruled the motion had carried unanimously.

## VI. MANAGER'S REPORTS

A. January 2018 Financial Report

Assistant County Manager/Finance Director Lisa Minter presented the January 2018 Financial Report. No action was taken.

B. February 2018 Financial Report

Assistant County Manager/Finance Director Lisa Minter presented the February 2018 Financial Report. No action was taken.

C. County Manager's Monthly Report for March 2018

County Manager John Crumpton presented the Monthly Manager's Report for March 2018, a copy of which is attached to these minutes and by this reference made a part hereof. No action was taken.

## VII. COMMISSIONERS' COMMENTS

Commissioner Oldham requested Staff write letter to the North Carolina Department of Transportation regarding the traffic congestion in Tramway at Tramway Elementary School. Commissioner Oldham also requested staff take a look at the conditions at the brick house across from Tramway Elementary School. Commissioner Sloan requested that the County ask the City about grant money available to fund water expansion projects. County Manager stated staff is currently working on evaluating density to determine qualifications for grant money in the unincorporated areas of the County. Commissioner Reives asked the Board of Education to take a look at the excess property around schools that can be considered for development.

## ADJOURNMENT

With no further business to come before the Board, Commissioner Oldham moved to adjourn the meeting. Upon a vote, the results were as follows:

Aye: Dalrymple, Knecht, Oldham, Reives, Sharpe, Sloan  
Nay: None  
Absent: Dodson

The Chair ruled the motion had carried unanimously and the meeting adjourned at 8:08 p.m.

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Amy M. Dalrymple, Chair  
Lee County Board of Commissioners

ATTEST:

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Jennifer Gamble, Clerk to the Board



# LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

ITEM #:  
**II. C.**

(Use the Down or Up Arrows to move between fields of the Form)

**MEETING DATE:** April 2, 2018

**SUBJECT:** State Consolidated Budget for FY 2018-2019

**DEPARTMENT:** Health Department

**CONTACT PERSON:** Heath Cain

**TYPE:**  Consent Agenda     Action Item     Public Hearing     Information

REQUEST	This is a request to the County Commissioners to approve the FY 2018-2019 State Consolidated Agreement.
BUDGET IMPACT	Reimbursement will not be made to the county until the Consolidated Agreement is signed and received by the State Contracts Office.
ATTACHMENTS	Copy of FY 18-19 State Consolidated Agreement (32 pages)
PRIOR BOARD ACTION	None
RECOMMENDATION	The health department respectfully requests the County Commissioners to approve the FY 18-19 State Consolidated Agreement.
SUMMARY	

**Summary of Changes to the FY 2018-2019 Consolidated Agreement (CA). The more robust changes are explained.**

1. Section A. Paragraph 10, 11, 12, 13-New guidance and requirements regarding the Community Health Assessment, Community Health Improvement Plans, and SOTCH.
2. Section A. Paragraph 16-removed the website for the NC Public Health logo to protect the logo's integrity. It is available upon request.
3. Section B. Paragraph 9.b.-clarified language.
4. Section B. Paragraph 14.c.-changed the requirement to file for CIT training reimbursement to within 60 days of course completion vs. 12 months.
5. Section C. Paragraph 1.f.-updated website.
6. Section C. Paragraph 2.b-reintroduced the requirement for health districts, public health authorities and hospital authorities to submit quarterly a Fiscal Monitoring Report.
7. Section C. Paragraph 5.b- clarified language, c-deleted redundant language and clarified with new language, d-clarified language.
8. Section G. Paragraph 9, 10-updated verbiage to reflect new local health department health services analysis process.

This action was approved by the Board of Health March 21, 2018.



## FY 2019 CONSOLIDATED AGREEMENT

This Agreement is made between the North Carolina Department of Health and Human Services, Division of Public Health ("State") and the **Lee County Health Department** ("Department") for the purposes of maintaining and promoting the advancement of public health in North Carolina. This Agreement shall cover a period from July 1, 2018 to June 30, 2019 and shall remain in force until the next Fiscal Year Agreement is signed except as provided for in Section J. Termination.

Now, therefore, the State and the Department agree that the provisions and clauses herein set forth shall be incorporated in and constitute the terms and conditions applicable for activities involving State funding. (State funding or funds means State, federal, and/or special funding or funds throughout this Agreement.)

### A. RESPONSIBILITIES OF THE DEPARTMENT

1. The Department shall perform activities in compliance with applicable program rules contained in the North Carolina Administrative Code, as well as all applicable federal and State laws and regulations.
2. The Department shall perform the activities specified in the Agreement Addenda for State-funded budgets. The Department must negotiate these Agreement Addenda in good faith to the satisfaction of State representatives as part of the Agreement execution. The Department will meet or exceed the Agreement Addenda levels unless extenuating circumstances prevail and are explained in writing to the State section, branch or program.
3. The Department shall report client, service, encounter, and other data as specified by applicable program rules, Agreement Addenda for State-funded budgets, and by North Carolina Administrative Code.
4. The Department shall provide access to patient records to authorized staff from the Division of Public Health (DPH) for technical consultation, program monitoring, and program evaluation, as specified by applicable program rules, Agreement Addenda for State-funded budgets, and by North Carolina Administrative Code.
5. The Department shall provide client, service, encounter, and other data through the State's centralized automated systems for claims creation and submission for processing to the State's Medicaid agency except as allowed by NCGS § 130A-45.13 Authority to contract directly with private providers to operate billing system for county Medicaid claims and NCGS § 130A-34.2 Billing of Medicaid. To ensure that such data is accurately linked to the specific client served in a manner that results in a unique identifier from the DHHS Common Name Data Service except as allowed by NCGS § 130A-34.2 the Department shall allow the State to submit (on its behalf) the Social Security Numbers of all clients to the Social Security Administration for verification.
6. The Department shall share data to support efforts of the public health system, represented by the local health departments, local health programs, and the State (the parties), in order to meet public health objectives. The data will be shared in a manner which respects the confidentiality and integrity of each party's data and protects the privacy of individual client health information. Sharing data includes providing client information allowed as permitted disclosures under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-91, HIPAA Administration Simplification Provisions Sections 261 through 264, 45 CFR 164.512.
7. The Department shall administer and enforce all rules that have been adopted by the Commission for Public Health, ratified by the North Carolina General Assembly, or adopted by the Local Board of Health.
8. The Department shall provide to the State a copy of any rules adopted or rescinded by the Local Board of Health pursuant to NCGS § 130A-39 Powers and duties of a local board of health and Public Health

Ordinances adopted by the County Commissioners, within 30 days of adoption or rescission. These rules and ordinances are to be sent to the Local Technical Assistance and Training Branch (LTAT).

9. The Department shall have policies related to conflict of interest, and policies and procedures for Human Subjects Clearance. Each staff member shall receive a copy of these policies.
10. The Department shall provide to the Local Technical Assistance and Training (LTAT) Branch Head or designee:
  - a. A comprehensive community health assessment (CHA) at least every four years, for each county or health district. The CHA should be a collaborative effort with local partners inclusive of hospitals, businesses, community partners, and the local Healthy Carolinians Partnership (if such exists), and shall include the collection and analysis of primary data at the county and district level (if such exists), secondary data from the State Center for Health Statistics (SCHS) and other sources, and an assessment and analysis of community resources. The CHA shall identify a list of community health problems based on the assessment. Each identified problem shall be prioritized and described in the narrative. The CHA will include data analysis of those indicators listed in the Accreditation Self-Assessment Inventory, Benchmark 1, Activity 1.1. The CHA is due on the first Monday in March following the year of assessment.
  - b. Community Health Improvement Plans (CHIPs) no later than six months after the completion of the comprehensive community health assessment (CHA). The CHIPs are due by the first Monday in September following the year of assessment.
    - 1) A CHIP is written for each of two prioritized health problems.
    - 2) One CHIP can be short term in nature (focus for 1-3 years), but the second CHIP must be long term (focus for 5-10 years).
    - 3) Each CHIP should use best evidence interventions targeting health behaviors, the physical environment, social and economic factors, and/or clinical care.
    - 4) The long-term CHIP must be represented in either the CDC 6/18 Initiative, HI- 5 Interventions, be one of the 13 Healthy North Carolina 2020 (HNC 2020) focus areas or in other evidence-based health status indicators.
    - 5) The long-term CHIP should include short-term and long-term interventions with a goal of improving population health indicators (morbidity and mortality).
    - 6) The long-term CHIP could potentially persist for several CHA cycles. With each CHA cycle, the CHIP must be updated to demonstrate that:
      - a) the health problem persists and continues to be a priority
      - b) the current interventions are effective, or that new interventions are needed, and
      - c) the interventions need to be expanded to a new target population.
    - 7) All CHIPs shall include a plan for staffing, training, implementation, monitoring, evaluating, and sustaining.
11. The Department shall provide a state of the county or district health report (SOTCH) during each of the interim years between community assessments. The SOTCH shall include progress made on each CHIP evaluation measure. The SOTCH is due by the first Monday in March during the years a CHA is not submitted.
12. The Department shall make requests for variances in submission of documents in writing in advance of the required date of submission. Emails may be sent to the Director, Community Health Assessment, Local Technical Assistance and Training Branch (LTAT) [cha.sotch@dhhs.nc.gov](mailto:cha.sotch@dhhs.nc.gov).
13. Refer to CHA tools at <http://publichealth.nc.gov/lhd/cha/>

14. The Department shall provide formal training for its Board of Health (BOH). The LTAT Branch shall notify the Department no later than April 30 of the name of the contractor who can provide this training during the upcoming fiscal year. First priority should be given to training newly appointed members with the ultimate goal of having all BOH members trained as time and resources allow. Continuing education updates on topics of special interest are strongly encouraged after general board member orientation has been provided for all BOH Members.
15. The Department shall provide Network and Internet access at its facilities (or to the county network where desired) at a minimum speed of a full T1 line in order to:
  - a. Connect with the North Carolina Health Alert Network (HAN), North Carolina Electronic Disease Surveillance System (NCEDSS), North Carolina Immunization Registry (NCIR), Local Health Department Health Services Analysis (LHD-HSA) and Electronic Birth Registration System (EBRS)
  - b. Rapidly communicate email alerts to and from DPH regarding bioterrorism and public health topics (outbreaks, emergency alerts, etc.)
  - c. Access DPH training material and information used for training staff, including access to webinars
  - d. Maintain a secure infrastructure for remote data entry in the local health departments
  - e. Report electronically all required Environmental Health Section inspection data in the format and frequency specified by DPH. (Paper copies of inspection data are no longer accepted for Food, Lodging, and Institutions inspections.)

The Department will maintain the above-described minimum connection. The Department may choose any provider (ISP) that it wishes. The Department will also ensure security of a minimum of a T1 connection at the Department location. The Department may utilize security products (i.e., firewalls) of its choosing to maintain network connectivity and security integrity. The Department network configuration and security practices must allow communication with systems within the state network.
16. The Department shall incorporate basic elements of the North Carolina Public Health logo and theme line (slogan) into communication materials developed for programs and services that depend, in whole or in part, upon State funding. The logo files are available from the Local Technical and Assistance Training Branch. Such communication materials could include letterhead, business cards, brochures, pamphlets, advertisements or announcements, signs and marketing/promotional materials. The Department is encouraged to incorporate its own name with the logo.
17. The Department shall notify the LTAT Branch any time there is a legal name change to the Department; in addition, if the Department becomes part of a consolidated human services agency, the Department shall send to the LTAT Branch an organization chart reflecting the new structure of the consolidated human service agency so that the State will know who to contact related to public health issues.
18. The Department shall notify the DPH Deputy Director in writing 90 days in advance of any planned discontinuance of either Care Coordination for Children (CC4C) or Pregnancy Care Management (OBCM) programs. A letter co-signed by the DPH Deputy Director and the Department's local Health Director is required approving a joint transition plan that includes input from the appropriate local partners. Failure to comply with this provision may result in the withholding of all funds from the Department at the discretion of the DPH Deputy Director. (See Attachment A for Discontinuance of the OBCM or CC4C Program requirements.)
19. The Department may not require a client to present identification that includes a picture of the client for at least immunization, pregnancy prevention, sexually transmitted disease and communicable disease services.

20. The Department shall assure the State that expenditures of locally appropriated funds (Maintenance of Effort, or MOE) is maintained for maternal health, child health, and family planning program activities equal to or greater than that reported on the Staff Time Activity Report for the period July 1, 1984 through June 30, 1985. This figure will be increased annually based on a federally accepted inflation index (first updated in the FY 2000-2001 Agreement). This revised baseline figure has been calculated and is provided as Attachment B to this Agreement for the Department's use in budget preparation.
21. The Department shall retain records including electronic records in accordance with the State's basic records retention policy and in accordance with the retention of those records as described in Section C.1.f. Records resulting from these Services shall not be destroyed, purged or disposed of without the express written consent of DPH during the period specified in the State's records retention policy and in accordance with State and federal law. The State's basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Agreement has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

## **B. FUNDING STIPULATIONS**

1. Funding for this Agreement and all Agreement Addenda is subject to the availability of State, federal, and Special Funds for the purpose set forth in this Agreement.
2. During the period of this Agreement, the Department shall not use State, federal or Special Project funds received under this Agreement or any Agreement Addenda to reduce locally appropriated funds as reflected in the Local Appropriations Budget (see Paragraph C.4. below).
3. The Department shall not use personal health program funds to support environmental health programs nor use environmental health program funds to support personal health programs.
4. The Department shall submit monthly reports of On-Site Wastewater activities to the On-Site Water Protection Branch in the Environmental Health Section of DPH in the format provided by the Section.
5. The Department shall comply with 10A NCAC 46.0200 Standards for Local Health Departments.
6. The Department shall maintain authenticated employee time records to document the actual work activity of each employee on a daily basis. The percentage of time each employee spends in each activity shall be converted to dollars based upon the employee's salary and benefits at least on a monthly basis. The computation shall support the charges for salaries and benefits to all federal and State grants (as required in 2 CFR 200) as well as provide the documentation of detailed labor cost per activity for preparation of Medicaid Cost Report.
7. For Departments participating in Medicaid Reimbursement, the Department shall:
  - a. Execute a Provider Participation Agreement with the Division of Medical Assistance. Health departments receiving at least \$5,000,000 in Medicaid receipts annually, as identified by the Division of Medical Assistance, must sign, as part of their continuing participation as a Medicaid provider, a Letter of Attestation affirming that: (1) detailed information is provided to employees, contractors and agents about the Federal and State False Claims Acts and (2) written policies and procedures are in place to detect and prevent fraud, waste and abuse.

- b. Make every reasonable effort to collect its cost in providing services, for which Medicaid reimbursement is sought, through public or private third party payors except where prohibited by federal regulations or State law; however, no one shall be refused services solely because of an inability to pay.
  - c. Establish one charge per clinical/support service for all payors (including Medicaid) based on their related costs as stated in NCGS § 130A.39.g. All Payors must be billed the same established charge except when billing 340B Drug Pricing Program drugs or devices to Medicaid. All drugs or devices purchased using 340B Program must be billed to Medicaid at the acquisition cost. The Department may accept negotiated or other agreed upon lower amounts (e.g., the Medicaid reimbursement rate) as payment in full.
8. Subject to the availability of funds and approval of the Public Health Nursing and Professional Development Unit, the Department may request reimbursement for:
- a. Nursing service personnel participating in *Principles and Practices of Public Health Nursing* course. Reimbursement is \$400 per participant upon successful completion of the course. Reimbursement requests must be filed by the Department within the same fiscal year the course is completed. (Attachment C)
  - b. Health Department Management/Supervision level staff participating in the *Management and Supervision for Public Health Professionals* course. Reimbursement is \$600 per participant upon successful completion of the course. Reimbursement requests must be filed by the Department within the same fiscal year the course is completed. (Attachment D)
9. Equipment is a type of fixed asset consisting of specific items of property that: (1) is tangible in nature; (2) has a life longer than one year; and (3) has a significant value.
- a. For Inventory Purposes
    - 1) Equipment must be accounted for in accordance with the North Carolina Department of State Treasurer's *Policy Manual for Local Government, Chapter 20, Capital Assets*.
    - 2) All equipment with an acquisition cost of \$500 or more which is purchased with Women, Infants and Children (WIC) Program Funds, must be inventoried with the Women's and Children's Health Section.
  - b. For Prior Approval Purposes
    - 1) Except for WIC, all equipment purchased or leased with an acquisition cost exceeding \$2,500, where there is an option to purchase with State/federal funds, the purchase or lease must receive prior written approval from the appropriate Section and Branch within DPH. [See Subparagraph 2 below for WIC requirements.] For those purchased with Public Health Preparedness & Response Branch funds only, any purchase exceeding \$2,500 per invoice should be treated as a single purchase for prior approval purposes. [For example, on one invoice, the Department purchases a computer, monitor, and printer totaling more than \$2,500, or purchases six computers at \$500 each.]
    - 2) For WIC, all computer and medical equipment purchased or leased, must receive prior written approval from the Branch regardless of cost. In addition, all other tangible assets (non-computer/medical) with an acquisition cost exceeding \$500 must receive prior approval.
  - c. For Accounting Purposes
    - 1) The Department must utilize the depreciation schedule provided by the State for all assets with an acquisition cost of \$5,000 or greater. The accumulated depreciation should be recorded in the general fixed assets account group.

10. Prior approval required for purchases other than equipment:
  - a. For Public Health Preparedness & Response Branch funds, purchases for meals and refreshments must receive prior written approval from the PHP&R Branch.
  - b. The use of Women's and Children's Health Medicaid fees for capital improvements requires prior written approval from the Women's and Children's Health Section.
11. The Department agrees to execute the following Consolidated Federal Certifications attached to this Agreement as applicable when receiving Federal funds:
  - a. Certification regarding Nondiscrimination
  - b. Certification regarding Drug-Free Workplace Requirements
  - c. Certification regarding Environmental Tobacco Smoke.
  - d. Certification regarding Debarment
  - e. Certification regarding Lobbying
12. When administering the Women, Infants, and Children's Program (WIC), the Department must adhere to the requirements set forth in Section 361 of the Healthy Hunger-Free Kids Act of 2010 which amended Section 12(b) of the Richard B. Russell National School Lunch Act (NSLA), 42 USC 1760(b). This Act requires the Department to support full use of the Federal administrative funds provided for the WIC program. The federal administrative funds are specifically excluded from budget restrictions or limitations including, at a minimum, hiring freezes, work furloughs and travel restrictions.
13. Pursuant to the Federal Funding Accountability and Transparency Act (FFATA), the Department is required to submit to DPH information that is reportable by DPH for all qualified subawardees of federal funds. The Department will complete and submit the Federal Funding Accountability and Transparency Act (FFATA) Data Reporting Requirement form provided by DPH to determine the eligibility as a subawardee for reporting purposes. Information provided by the Department will be used by DPH to report subawards (funding authorizations) equal to or greater than \$25,000 from each federal grant.

The Department shall maintain an active registration in the federal government's System for Award Management (SAM). The SAM registration must be updated no less than annually in order to maintain an active status. To update the registration, the Department must log in at the SAM home page, [www.sam.gov](http://www.sam.gov), and follow the instructions found there.
14. Subject to the availability of funds and approval of the Environmental Health Section, the Department may request reimbursement for Centralized Intern Training (CIT) and a one-time mileage allocation. (Attachment E)
  - a. For Interns attending CIT sessions, reimbursement amounts are based on the session attended:
    - 1) Food Protection & Facilities Track — \$280
    - 2) On-Site Water Protection Track — \$560
    - 3) Tier 2 General EH Module — \$280
  - b. For Cross-training Registered Environmental Health Specialists (REHS) attending CIT sessions, reimbursement amounts are based on the session attended:
    - 1) Food, Lodging, & Institutions— \$170
    - 2) Child Care & School Sanitation— \$62
    - 3) On-site Water Protection— \$450
    - 4) Private Drinking Water Wells— \$62
    - 5) Public Swimming Pools— \$62
    - 6) Tattoo— \$62

- c. A one-time mileage allocation per two REHSs from the same county per training session is based on one of the four geographical areas they are employed. Reimbursement requires successful completion of the course and requests must be filed by the Department within 60 days course completion.
  - 1) Area 1 — \$57: Alamance, Caswell, Chatham, Cumberland, Duplin, Durham, Edgecombe, Franklin, Granville, Greene, Guilford, Halifax, Harnett, Hoke, Johnston, Lee, Lenoir, Montgomery, Moore, Nash, Orange, Person, Randolph, Sampson, Vance, Wake, Warren, Wayne, Wilson.
  - 2) Area 2 — \$170: Alexander, Alleghany, Anson, Ashe, Beaufort, Bertie, Bladen, Brunswick, Cabarrus, Camden, Carteret, Catawba, Chowan, Columbus, Craven, Currituck, Dare, Davidson, Davie, Forsyth, Gaston, Gates, Hertford, Hyde, Iredell, Jones, Lincoln, Martin, Mecklenburg, New Hanover, North Hampton, Onslow, Pamlico, Pasquotank, Pender, Perquimans, Pitt, Richmond, Robeson, Rockingham, Rowan, Scotland, Stanly, Stokes, Surry, Tyrrell, Union, Washington, Watauga, Wilkes, Yadkin.
  - 3) Area 3 — \$283: Avery, Buncombe, Burke, Caldwell, Cleveland, Haywood, Henderson, Jackson, Madison, McDowell, Mitchell, Polk, Rutherford, Transylvania, Yancey.
  - 4) Area 4 — \$396: Cherokee, Clay, Graham, Macon, Swain.

### C. FISCAL CONTROL

1. The Department shall comply with the Local Government Budget and Fiscal Control Act, North Carolina General Statute Chapter 159, Article 3.a.
  - a. The Department shall maintain a purchasing and procurement system in accordance with generally accepted accounting practices and procedures set forth by the Local Government Commission.
  - b. The Department shall execute written agreements with all parties who invoice the Department for payment for the provision of services to patients. Exceptions may be permitted in cases where the patient has a preference for a non-contracted provider and that provider verbally agrees to abide by program requirements and to accept program payment as payment in full.
  - c. The Department, when subcontracting, must meet the following conditions:
    - 1) The Department is not relieved of any of the duties and responsibilities provided in this Agreement.
    - 2) The subcontractor will agree to abide by the standards contained herein or to provide such information as to allow the Department to comply with these standards.
    - 3) The subcontractor will agree to allow State and federal authorized representatives' access to any records pertinent to its role as a subcontractor of the Department.
    - 4) Upon request, the Department will make available to the State a copy of subcontracts supported with State or federal funds.
  - d. The Department must receive prior written approval from the State to subcontract when any of the following conditions exist:
    - 1) The Department proposes to subcontract to a single entity 50 percent or more of the total State and federal funds made available through this Agreement.
    - 2) The Department proposes to subcontract 50 percent or more, or \$50,000, whichever is greater, of the total State and federal funds made available through this Agreement for any Agreement Addendum for any single public health Activity.
    - 3) The Department proposes to subcontract for services in the Women, Infants and Children (WIC) Program.

- e. The Department shall mail a signed copy of all public health Funding Authorization documents to the DPH Budget Office, 1931 Mail Service Center, Raleigh, NC 27699-1931.
- f. The Department shall retain a copy of all Funding Authorization documents, the monthly certified electronic printed screen of the Expenditure Reports with any amendments (via the Aid-to-Counties Database), Consolidated Agreement, Agreement Addenda, Agreement Addendum Revisions and other financial records in accordance with the current Records Disposition Schedule for County and District Health Departments issued by the North Carolina Division of Archives and Records, Department of Cultural Resources and located on their website at: <https://archives.ncdcr.gov/government/retention-schedules>

2. Audits/Monitoring:

- a. The Department shall have an annual audit performed in accordance with the Single Audit Act of 1984 (with amendment in 1996) and 2 CFR 200. The audit report shall be submitted to the Local Government Commission (LGC) by the County Administration (if single county health department) or the District Health Department or Public Health Authority (if so organized) within six months following the close of the Agreement. Audit findings referred to the DHHS Internal Audit Office by LGC will be investigated and findings verified by the DHHS Controller's Office staff with assistance of DPH Program Staff.
- b. The Department, if it is a District Health Department, Public Health Authority, or Hospital Authority, must complete quarterly a Fiscal Monitoring Report and submit it to the Branch Head of DPH, Local Technical Assistance and Training Branch.

3. The Department shall prepare and maintain a Local Appropriations Budget (reflecting the plans to use local appropriations or earned fees) for each Activity covered by this Agreement in a manner consistent with instructions provided in general budgetary guidance from the DPH and the specific guidance from the respective programs and enter that budget information into the Aid-to-Counties Database for each activity funded under this Agreement.

- a. The Department shall prepare budget revisions to their Local Appropriation budgets when appropriations will be increased or decreased and enter that information in the Aid-to-Counties Database.

4. The Department shall observe the following conditions when budgeting and reporting Local Earned Revenues:

- a. Locally appropriated funds may not be supplanted by earned revenues from persons, or public or private third-party payors.
- b. All earned revenue (officially classified as local funds) must be budgeted and spent in the program that earned it except:
  - 1) Revenue generated by Women's and Children's Health (WCH) Section Programs may be budgeted and expended (consequently reported) in any WCH Section Program activity, unless a specific Agreement Addendum has a more restrictive requirement.
  - 2) Revenue generated by a local clinic or program that has no State-funded Activity budget (no State or federal funds) should be budgeted and associated expenditures reported in a State Program Activity that most closely matches the deliverables of the respective State program. This process will enable the collection of total expenditures in public health per program.
- c. All fees collected shall be used in the current year or succeeding fiscal years.
- d. Use of program income generated by the expenditure of federal categorical funds will be governed by applicable federal regulations, including, but not limited to, 2 CFR 200.



- 1) Local Budgets for DHHS Reporting: After preparing Local Budgets, the Department must use the Allocation/County Line in the Aid-to-Counties Database to show the approved local funding.
  - a) Line item 101 in the Aid-to-Counties Database must be used to budget local appropriations for each program Activity, if applicable.
  - b) Line item 102 in the Aid-to-Counties Database must be used to budget Title XIX Medicaid earned revenues for each program Activity, if applicable.
  - c) Line item 103 in the Aid-to-Counties Database must be used to budget other earned revenues (e.g., Home Health fees, patient fees (cash), other insurance payments, and other grants and donations) for each program Activity, if applicable.
  - d) Line item 104 in the Aid-to-Counties Database must be used to budget Local funding associated with Teen Pregnancy Activities, if applicable.
  - e) Line item 106 in the Aid-to-Counties Database must be used to budget Local funding for bioterrorism Activities, if applicable.
  - f) Line item 107 in the Aid-to-Counties Database must be used to budget Temporary Food Establishment (TFE) fees collected, if applicable.
  - g) Line item 107 in the Aid-to-Counties Database must be used to budget Limited Food Services Establishment (LFSE) fees collected, if applicable.

Note: The Department shall report Local expenditures in the appropriate category (e.g., 101, 102, 103, 104, or 106) in the ZZZZ line item in the Aid-to-Counties Database and TFE fees collected in Category 107 in the ZZZZ line item in the Aid-to-Counties Database.

- e. When reporting local expenditures (local appropriations, Medicaid or other earned revenues) the Department must use the Aid-to-Counties Database to report the pertinent month's actual expenditures. (Note that an "actual expenditure" is one for which the item has been ordered, received, invoiced and the check has been issued) or if the Agreement Addendum allows for drawing down funds based on number of individuals screened or provided services, the actual number screened or served multiplied by the per capita rate specified in the Agreement Addendum. The Expenditure Reports must be submitted monthly in the website format and certified in the website to the DHHS Controller's Office.
  - 1) Line item 101 in the Aid-to-Counties Database must be used to report local appropriations that were expended on a monthly basis.
  - 2) Line item 102 in the Aid-to-Counties Database must be used to report Title XIX (Medicaid) earned revenues that were expended on a monthly basis.
  - 3) Line item 103 in the Aid-to-Counties Database must be used to report other earned revenues that were expended on a monthly basis.
  - 4) Local funding for Teen Pregnancy Prevention Initiatives (104) and Bioterrorism (106) must be reported in the Aid-to-Counties Database on a monthly basis.
  - 5) Line item 107 must be used to report Temporary Food Establishment fees collected on a monthly basis.
  - 6) Line item 107 must be used to report Limited Food Services Establishment fees collected on a monthly basis.
- f. A local account shall be maintained for unexpended earned revenues (i.e., Title XIX fees, private insurance or private pay [cash]). Accounts shall be maintained in sufficient detail to identify the program source generating the fees.
- g. The amount of Title XIX fees budgeted and expended in FY 2018-2019 must equal or exceed the amount of Title XIX revenues earned during FY 2016-2017. The State will not approve program activity budgets that do not include an amount of Title XIX fees sufficient to meet the

requirements of this section. The State may waive this requirement if the Department provides sufficient justification.

5. For State and federal revenues only, the Department shall submit a monthly report of actual State and federal expenditures to the DHHS Controller's Office in the Aid-to-Counties Database.
  - a. Reporting in the Aid-to-Counties Database shall be by line item as referenced in Section C. Fiscal Control, Paragraphs 4.d and 4.e.
  - b. The Department shall submit to the DHHS Controller's Office a monthly Expenditure Report of the pertinent month's actual expenditures for all programs via the Aid-to-Counties Database. The Office of the Controller's Aid-to-Counties Expenditure Control Schedule, published annually in December for the next calendar year, provides the submission dates for these expenditures. This schedule allows the Department at least seven days to enter the pertinent month's expenditures into the Aid-to-Counties Database. Failure to meet the reporting deadline will result in the exclusion of those expenditures for that month. The Department must submit these monthly Expenditure Reports via the Aid-to-Counties Database consecutively throughout the Agreement period.

The health director and the finance officer will approve the monthly Expenditure Report in the Aid-to-Counties Database and the system will alert the staff in the DHHS Controller's Office that expenditures have been approved and certified. The "Certification" verifies that the total State and federal expenditures reported are valid for the pertinent month's actual expenditures. Local expenditures are part of the Expenditure Report, but are not included in the amount verified in the "Certification." Local appropriations must be reported monthly along with the State and federal expenditures. Funding is based on an allocation method, not a contract method, and counties receive reimbursement for services provided during one month in the following month.

- c. The final Expenditure Report for the SFY, the last service month to be paid in the SFY, will be May services which are reported and paid in June. (Services provided in June and reported in July will be paid out of the next SFY.)
- d. When Agreement Addenda are supported by federal funding or grants that do not coincide with the State fiscal year, care must be taken to be attentive to the service month and payment months for each grant as well as the ending liquidation date for each grant. Expenditures of federal funds must be reported according to the funding period for a grant. For each grant, the Budgetary Estimate document and the Funding Authorization document will have service and payment month dates listed. Failure to report expenditures after the payment period ends may result in non-payment.
- e. The Department shall have the opportunity to submit amended expenditure reports in the month following discovery of the error. The Department should not wait to submit all adjustments with the invoice submitted to the Office of the Controller at the end of May as that will not allow sufficient time for verification of the adjustments before the last payment in the State Fiscal Year.
  - 1) In accordance with Paragraph 4.d, above, the Department must keep current on reporting adjustments against federal funds to ensure such adjustments are received in time to be paid within the grant's payment period.
  - 2) The Department shall review their prior reimbursement claims against payments monthly.
  - 3) Amended expenditure reports must be submitted no later than the next reporting date after the grant period ends in order to be paid unless an exception is approved by the DPH Budget Office.

- 4) Any overpayments identified by either the State or the Department will be adjusted out of the next month's claim for reimbursement by the DHHS Controller's Office or by submitting a check to DHHS for payment if it is the last month of the fiscal year or the federal grant is closed. There is no provision to carry forward funds from one State Fiscal Year to another; therefore, any adjustment not included in the June payment (or earlier if the grant period expires during the State Fiscal Year) should be paid from local funds.
- f. The Department shall submit requests for reimbursement for training per Section B. Funding Stipulations, Paragraph 8, to the Public Health Nursing and Professional Development Unit. Form 3300 – Public Health Nursing Training Funds must be used as the invoice for payment the course Principles and Practices of Public Health Nursing and Form 3301 Management and Supervision Training Funds Reimbursement Form must be used for invoice payment for the course Management and Supervision.
- g. The Department shall submit requests for reimbursement for training per Section B. Funding Stipulations, Paragraph 14, to the Environmental Health Section. Form DHHS 4125 – Centralized Intern Training Funds Reimbursement Request must be used as the invoice for payment.

#### **D. PERSONNEL POLICIES**

1. The Department shall adhere to and fully comply with State and county personnel policies as applicable.
2. Environmental Health Specialists employed by the Department shall be delegated authority by the State to administer and enforce State environmental health rules and laws as directed by the State pursuant to NCGS § 130A-4 Administration. This delegation shall be done according to 15A NCAC 01O .0101 Scope of Delegated Authority.
  - a. The Department is responsible for sending their newly employed environmental health specialists (interns) to centralized intern training within 180 days from date of employment.
  - b. Arrangements for centralized intern training for newly-employed environmental health specialists will be handled by the DPH Education and Training Staff.
  - c. The Department, when contracting with an environmental health specialist (EHS) employed by another entity, shall be responsible for ensuring that all original documents/public records (e.g., permits, inspection reports, correspondence) generated by the contracted EHS be maintained by the Department. All contracts covering this work shall stipulate that the contracted EHS shall be available for consultation with the public concerning work performed under the contract.
3. The Department shall comply with 10A NCAC 46 .0301 Minimum Standard Health Department Staffing, and shall ensure that all nursing staff who provide public health services funded by this Agreement comply with this rule.
4. The Department shall complete the attached State Certifications regarding its compliance with E-Verify, its eligibility status as a contractor, and that its officers have not violated any State or federal Securities Acts.

#### **E. CONFIDENTIALITY**

1. All information as to personal facts and circumstances obtained by Department personnel in connection with the provision of services or other activity under this Agreement shall be privileged communication, shall be held confidential, and shall not be divulged without the client's or responsible person's written consent, except as may be otherwise required or allowed by law or regulation. Such information may be disclosed in summary, statistical, or other form which does not directly or indirectly identify particular individuals. Department employees must sign confidentiality pledges documenting the knowledge of, and the agreement to maintain, personal and medical confidentiality.

**F. CIVIL RIGHTS**

1. The Department shall assure that no person, on the grounds of race, color, age, religion, sex, marital status, immigration status, national origin or otherwise qualified handicapped individual, solely by reason of his or her handicap (unless otherwise medically indicated), be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity covered by this Agreement.
2. The Department shall complete the attached Federal Certification regarding Nondiscrimination.
3. The American with Disabilities Act 1990 (ADA) makes it unlawful to discriminate in employment against a qualified individual with a disability and outlaws discrimination against individuals with disabilities in State and local government services and public accommodations. The Department certifies that it and its principals and subcontractors will comply with regulations in ADA Title I (Employment), Title II (Public Services), and Title III (Public Accommodations) in fulfilling the obligations under this Agreement.
4. Provision of Interpreter Services: As required by Title VI of the Civil Rights Act, the Department, because it receives federal funds, must provide interpreter services at no charge to Limited English Proficiency clients in all programs and services offered by the Department.

**G. RESPONSIBILITIES OF THE STATE**

1. The State shall provide training to the Department, and upon request, consultation will be provided for the Department's response to the Agreement Addenda.
2. The State shall conduct liaison activities with local health departments for general problem solving and technical support.
3. The State shall provide high-level consultation, technical assistance, and advice to local health directors. Broad content areas include, but are not limited to:
  - a. Board Relations
  - b. Management Teams and Staffing
  - c. Policy Development
  - d. Program Planning and Implementation
  - e. Quality and Performance Improvement
  - f. General Administrative Consultation, including consultation and technical assistance in budgeting, fiscal, administrative and management support topic areas.
4. The State shall provide coordination and support for the education and training for the public health workforce.
5. The State shall provide technical assistance and consultant services, as required, for specific health program areas, including providing guidance and consultation about specific patient clinical issues, when requested.
6. The State shall provide course coordination, consultation, and technical assistance on nursing practice and standards, policies and procedures that cross programs.
7. The State shall provide support and consultation to the public health workforce in local health departments, including regional public health consultants who offer technical assistance and training on professional development; program planning, program evaluation and quality assurance; data collection; and community health assessment.

8. The State shall act as the principal liaison between the public health system and the State's Medicaid agency on issues related to Medicaid reimbursed services provided by the State and the Department and shall cooperate with the State Medicaid agency to provide technical assistance, guidance, and consultation to local health programs to ensure compliance with Medicaid policies and procedures.
9. The State shall provide an automated system to collect DPH program-related data from client, service, encounter and other data on behalf of the local health departments and other public health programs. The State shall provide business and technical support for the automated system to the users of this system.
10. The State shall be responsible in its use of data received and reviewed in its role as a public health authority and health oversight agency while respecting the confidentiality and integrity of the data and securing and protecting the privacy of individual client health information (see the Business Associate Addendum to this Consolidated Agreement).
11. The State shall provide to the Department the Budgetary Estimates of Funding Allocations no later than February 14 of each year to use in preparation of their local budget proposals per current General Statute. An exception is the Food & Lodging distributions required by NCGS § 130A-248(d). The State shall provide the Food & Lodging funding allocation on the Distribution Spreadsheet which will accompany the Activity 874 Food & Lodging Agreement Addendum.
12. The Food & Lodging Local Health Department Request for Payment Form (DPH EH 2948) will accompany the Agreement Addendum for Activity 874 Food & Lodging and will be provided to the Department no later than March 30 for the State Fiscal Year in which payment will be made. The State shall disperse Food & Lodging funds to the Department upon receipt of the executed Agreement Addendum and the signed, completed, and approved Food & Lodging Local Health Department Request for Payment Form.
13. The State shall provide a Funding Authorization document to the Department after the receipt of the Certified State Budget.
14. The State shall make funds available to the Department at the beginning of each fiscal year upon receipt of this executed Agreement, and the executed Agreement Addenda. Funds will be dispersed in accordance with the timely submissions of Expenditure Reports. Payment will be made to the Department according to the DHHS Controller's Office Aid-to-Counties Expenditure Control Schedule issued December of each year for the following calendar year.
15. The State shall assist the Department to comply with all applicable laws, regulations, and standards relating to the activities covered in this Agreement.
16. The State reserves the right to conduct reviews, audits, and program monitoring to determine compliance with the terms of this Agreement and its associated Agreement Addenda.
17. For services of the State Laboratory of Public Health ("State Lab"), the State shall:
  - a. Provide free or at-cost mailers that meet the US Postal Service/DOT UN3373 Biologic substance shipping and packaging regulations for samples submitted to the State Lab only, when ordered via the State Lab's web-based mailroom ordering system;
  - b. Assure qualified personnel to process, analyze and report test results;
  - c. Assure that the State Laboratory maintains CLIA certification;
  - d. Submit invoices to the local health departments via electronic means;
  - e. Collect interest (per NCGS § 147-86.23 Interest and penalties) and a 10% late fee as appropriate; and

- f. Provide a qualified Laboratory Director and a Technical Consultant for local health departments' laboratories participating in the North Carolina State Laboratory of Public Health CLIA Contract Program. Services provided by the oversight of this personnel include training and continuing education, CLIA inspection assistance, proficiency testing and enrollment, competency assessment, and models for laboratory forms, procedures and policies.

#### **H. DISBURSEMENT OF FUNDS**

1. The State shall disburse funds to the Department on a monthly basis; monthly disbursements for each program activity will be based on monthly expenditures reported.
2. The State shall disburse Food and Lodging funds in accordance with § .2900 Restaurant and Lodging Fee Collection and Inventory Program, 15A NCAC 18A.2901 Disbursement of Funds, in the month following receipt of the signed, completed, and approved Food & Lodging Local Health Department Request for Payment Form (DPH EH 2948). The exception is that Temporary Food Establishment (TFE) and Limited Food Establishment (LFE) fees MUST be collected by the Department and must be expended to support the food, lodging, and institution sanitation programs and activities. Such fees shall be deemed to have been disbursed to the Department upon their collection and shall be reported in the Aid-to-Counties Database on the ZZZZ line for Activity 874, Category 107–Local Temporary Food Establishment and Limited Food Establishment.
3. Total payment by program Activity is limited to the total amount listed on the Funding Authorization document and any Funding Authorization revision documents received after the initial notification.
4. Final payments for the State Fiscal Year will be made based on the final monthly Expenditure Report which is due as delineated per the Controller's Office's Aid-to-Counties Payment Schedule.

#### **I. AMENDMENT OF AGREEMENT**

1. Amendments, modifications, or waivers of this Agreement may be made at any time by mutual consent of all parties. Amendments shall be in writing and signed by appropriate authorities.

#### **J. PROVISION OF TERMINATION**

1. Either party may terminate this Agreement for reasons other than non-compliance upon 60 days written notice. If termination should occur, the Department shall receive payment only for allowable expenditures.
2. The State may withhold payment to the Department until the State can determine whether the Department is entitled to further payment or whether the State is entitled to a refund.

#### **K. COMPLIANCE**

1. The State shall respond to non-compliance with all terms of this Agreement as follows:
  - a. Upon determination of non-compliance, the State shall give the Department 60 days written notice to come into compliance. If the deficiency is corrected, the Department shall submit a written report to the State that sets forth the corrective action taken.
  - b. If the above deficiencies should not be corrected to the satisfaction of the State after the 60-day period, disbursement of funds for the particular activity may be temporarily suspended pending negotiation of a plan of corrective action.
  - c. If the deficiency is still not corrected within the next 30 days following temporary suspension of funding, program funds may be permanently suspended until the Department can provide evidence that the deficiencies have been corrected.
  - d. In the event of the Department's non-compliance with clauses of this Agreement, the State may cancel, terminate, or suspend this Agreement in whole or in part and the Department may be



ATTACHMENT A

**A. Discontinuance of the OBCM or CC4C Program**

The Division of Public Health (DPH) is responsible for assuring the Statewide provision of Pregnancy Care Management (OBCM) and Care Coordination for Children (CC4C) services. DPH considers this a core public health service and prefers that each local health department continues to provide it. Every resource including technical assistance from the regional consultants and Women's and Children's Health (WCH) Section should be used to resolve issues to prevent discontinuation of services.

In the event that the Department decides it can no longer fulfill this obligation, the Department shall:

1. Notify the DPH Deputy Director in writing of the Department's intention to discontinue the service 90 days in advance of any planned action.
2. Cooperate with the DPH Deputy Director's office in developing a joint plan for transition that will include the appropriate local partners.
3. Prepare a joint letter co-signed by the DPH Deputy Director and the Department's Health Director outlining the agreed upon terms for the transition.
4. Submit an Assurance Plan as outlined in Section B to the DPH Deputy Director's Office that includes a copy of any proposed subcontracts. This plan must be approved by the DPH prior to execution of the pilot model period.
5. Upon approval of the pilot model, the Department shall submit monthly reports to DPH that includes program activity updates and service data. Reports shall reflect reporting requirements in network contracts for the Medicaid population and in Agreement Addenda for the non-Medicaid population, including the monthly status reports from the service provider.
6. Notify DPH 90 days before the scheduled end of the pilot period regarding the Department's desire to continue the program past the pilot phase. DPH will review the progress of the pilot and determine whether it is in the best interest of the DPH to renew the pilot and report back to the Department 30 days before the scheduled end of the pilot period.

Discontinuance of OBCM or CC4C without an approved transition plan may result in the withholding of all funds from the Department at the discretion of the DPH Deputy Director.

**B. Assurance Plan Requirements for OBCM or CC4C**

If the approved transition results in the Department moving to an assurance model for OBCM, CC4C or both to another service provider for a pilot period of up to one year, the Department shall:

1. Monitor and evaluate the service provider quarterly based on the agreements outlined in the transition plan assurances model.
2. Provide monthly status reports on the implementation of the pilot model inclusive of all components of this Section B: Assurance Plan Requirements for OBCM or CC4C, with both Medicaid and non-Medicaid clients in the report. These reports are to be delivered to the OBCM and CC4C regional consultants and the respective program managers.
3. Conduct quarterly meetings with Executive Level County Health Department and Network representatives to review OBCM and CC4C services. Provide meeting dates, agendas, and names of the meeting attendees to the OBCM and CC4C regional consultants.
4. Assure that the service provider includes a copy of the county's monthly program activity and service level data to the Department's Health Director on a monthly basis.
5. Provide a clear and comprehensive description of the entire care and case management system including:
  - a. A description of services for both the Medicaid and non-Medicaid children and Medicaid women (and also non-Medicaid women, if appropriate). Include a statement of how the county will



- address Agreement Addendum (AA) deliverables for the OBCM and CC4C programs and provide oversight through Executive Leadership to assure that AA deliverables are met for both programs. The Agreement Addenda for Activity 101 Maternal Health and Activity 318 Care Coordination for Children programs will be revised to reference this effort as a one-year pilot;
- b. A statement on how the county service system components interact;
  - c. The staffing plan;
  - d. Outreach strategies;
  - e. A description of the client triage model for early childhood and maternal health programs and services for the county;
  - f. A description of the referral system both to and from the care management systems. Develop criteria for referral of all first-time mothers to the women's and children's home visiting programs. Those not eligible for the women's and children's home visiting programs or for those who decline the services will be referred to OBCM. The plan should include a process to follow-up on referrals to assure they were successfully completed and the referral outcomes;
  - g. Follow-up strategies;
  - h. Accountability and monitoring plans that cover Department responsibility for all of the Title V components including non-Medicaid care management services and school nurses;
  - i. A description detailing the overall goals and strategies of the Department's plan to develop a unique continuum of care for these populations. This should include school nurses, case management for the non-Medicaid eligible children, Nurse-Family Partnership, and other pertinent women's and children's services in the county;
  - j. A statement on how the Department will maintain a clear audit trail for the various components of the system.
6. Describe the program monitoring process including the procedure for corrective action plans in the event they are warranted. The program monitoring process should also include analysis of county program activity reports and outcomes indicative of clients' successes based on the program evaluation criteria.
  7. Provide a statement on how the Department will coordinate and transition clients in collaboration with school nurses as an extension of OBCM/CC4C/CCNC (Community Care of North Carolina) care coordination in the school setting. If so, include information about the involvement of school nurse consultants in the planning process, prior to implementing the case management system in the county schools.
  8. Ensure that the service provider's CC4C coordinators complete the Life Skills Progression (LSP) assessment and focus on children with toxic stress. A strong concern is that the typical medical model of CCNC care management is very different than the medical and socioeconomic model used in public health. One of the values of the CC4C model is the additional focus on prevention and health promotion. The LSP is a tool that allows CC4C to assess, intervene and track progress of a family toward self-reliance and self-sufficiency. The CC4C goal is not just to make a referral to community resources, but to teach a family how to identify and access resources themselves—to act as their own advocates and prompters in seeking out resources, to understand the value of Medical Home and regular preventive care for their child, and to actively participate in their child's health and development. The Department shall ensure that the service provider's CC4C coordinators describe how this focus has been maintained.
  9. Describe the payment mechanism. While this is classically a subcontract relationship, DPH recognizes there are practical concerns in shifting funds back and forth between the health department and the network. Provide a detailed accounting for expenditures of DPH funds to support services for both Medicaid and non-Medicaid clients.

ATTACHMENT B

Maintenance of Effort Schedule-local health departments

Citation: 130A-4.1; Consolidated Agreement clause G(19)

Local Health Department	MOE Baseline 1985	Updated Baseline CPI * 2018-19	Local Health Department	MOE Baseline 1985	Updated Baseline CPI * 2018-19
Alamance	\$215,751	\$489,895	Jackson	\$11,822	\$26,843
Albemarle District	\$47,803	\$108,544	Johnston	\$196,475	\$446,125
Alexander	\$33,308	\$75,630	Jones	\$22,851	\$51,887
Anson	\$27,096	\$61,525	Lee	\$57,470	\$130,494
Appalachian District	\$56,663	\$128,661	Lenoir	\$120,667	\$273,992
Beaufort	\$63,029	\$143,115	Lincoln	\$78,475	\$178,189
Bladen	\$19,564	\$44,422	Macon	\$27,277	\$61,937
Brunswick	\$122,285	\$277,666	Madison	\$55,718	\$126,516
Buncombe	\$166,104	\$377,162	MTW District	\$97,748	\$221,951
Burke	\$83,689	\$190,029	Mecklenburg	\$375,712	\$853,109
Cabarrus	\$250,406	\$568,583	Montgomery	\$24,389	\$55,378
Caldwell	\$59,226	\$134,481	Moore	\$36,243	\$82,295
Carteret	\$16,843	\$38,244	Nash	\$124,412	\$282,495
Caswell	\$31,809	\$72,227	New Hanover	\$128,664	\$292,149
Catawba	\$127,542	\$289,603	Northampton	\$71,678	\$162,755
Chatham	\$50,121	\$113,807	Onslow	\$63,147	\$143,385
Cherokee	\$11,705	\$26,578	Orange	\$258,834	\$587,720
Clay	\$1,580	\$3,587	Pamlico	\$11,162	\$25,345
Cleveland	\$243,917	\$553,849	Pender	\$0	\$0
Columbus	\$85,858	\$194,953	Person	\$42,878	\$97,361
Craven	\$113,647	\$258,052	Pitt	\$164,404	\$373,303
Cumberland	\$458,294	\$1,040,622	Randolph	\$81,302	\$184,608
Dare	\$22,597	\$51,310	Richmond	\$50,348	\$114,323
Davidson	\$100,199	\$227,516	Robeson	\$225,422	\$511,853
Davie	\$38,546	\$87,525	Rockingham	\$157,370	\$357,331
Duplin	\$84,922	\$192,827	Rowan	\$178,268	\$404,783
Durham	\$439,506	\$997,962	RPM District	\$48,315	\$109,707
Edgecombe	\$157,941	\$358,628	Sampson	\$37,229	\$84,533
Forsyth	\$508,138	\$1,153,801	Scotland	\$12,388	\$28,128
Franklin	\$65,012	\$147,619	Stanly	\$23,625	\$53,644
Gaston	\$342,765	\$778,297	Stokes	\$41,687	\$94,657
Graham	\$3,949	\$8,967	Surry	\$49,658	\$112,756
Granville-Vance	\$170,160	\$386,372	Swain	\$10,674	\$24,236
Greene	\$78,527	\$178,307	Toe River District	\$49,658	\$112,756
Guilford	\$1,605,509	\$3,645,541	Transylvania	\$66,417	\$150,810
Halifax	\$118,024	\$267,991	Union	\$25,573	\$58,067
Harnett	\$69,651	\$158,152	Wake	\$758,321	\$1,721,878
Haywood	\$82,684	\$187,746	Warren	\$8,551	\$19,416
Henderson	\$109,750	\$249,204	Wayne	\$271,847	\$617,268
Hertford	\$3,517	\$7,985	Wilkes	\$73,909	\$167,820
Hoke	\$25,698	\$58,351	Wilson	\$59,617	\$135,370
Hyde	\$12,355	\$28,053	Yadkin	\$20,687	\$46,973
Iredell	\$36,698	\$83,329			
			TOTAL:	\$10,583,276	\$24,030,861

Notes: \* Adjusted for inflation, 1985 through 2017, based upon changes in Consumer Price Index (CPI). Adjustment factor equals 227.06%.  
Reference for calculating CPI changes: [http://www.bls.gov/data/inflation\\_calculator.htm](http://www.bls.gov/data/inflation_calculator.htm)

ATTACHMENT C

Page \_\_\_\_ of \_\_\_\_  
FY 2018-2019

## Public Health Nursing Training Funds Reimbursement Request

Public Health Nursing &  
Professional Development  
\_\_\_\_\_  
Office, Section, or Branch

Remit To Address:

N/A  
\_\_\_\_\_  
Contract Number

\_\_\_\_\_  
Contractor (County Name)

Public Health Nurse Training  
\_\_\_\_\_  
Activity

Name(s) of Participant(s)

Date Attended (Mo. & Yr.)

\*Amount Requested: \$

\_\_\_\_\_  
Health Director Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contact Person Signature

( )  
\_\_\_\_\_  
Telephone Number

This form is to be used when requesting reimbursement. Submit this reimbursement request directly to:

Public Health Nursing & Professional Development  
DHHS - Division of Public Health  
1916 Mail Service Center  
Raleigh, NC 27699-1916

Reviewed by:

\_\_\_\_\_  
Initials Date

ATTACHMENT D

Page \_\_\_\_\_ of \_\_\_\_\_  
FY 2018-2019

## Management and Supervision Training Funds Reimbursement Request

Public Health Nursing &  
Professional Development  
Office, Section, or Branch

Remit To Address:

N/A  
Contract Number

Contractor (County Name)

Public Health Nurse Training  
Activity

Name(s) of Participant(s)

Date Attended (Mo. & Yr.)

\*Amount Requested: \$ \_\_\_\_\_

\_\_\_\_\_  
Health Director Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contact Person Signature

( ) \_\_\_\_\_  
Telephone Number

This form is to be used when requesting reimbursement. Submit this reimbursement request directly to:

Public Health Nursing & Professional Development  
DHHS - Division of Public Health  
1916 Mail Service Center  
Raleigh, NC 27699-1916

Reviewed by:

\_\_\_\_\_  
Initials Date

ATTACHMENT E

Page \_\_\_\_\_ of \_\_\_\_\_  
FY 2018-2019

**Centralized Intern Training  
Funds Reimbursement Request**

Invoice # \_\_\_\_\_

Name of REHS-Intern (or REHS)	County Health Department and Address	CIT Modules and Dates Attended GM: General Module FPF: Food Module OSWP: On-site Water Protection	Subsistence Reimbursement (Food / Lodging)	Mileage Reimbursement (1 round trip per 2 attendees)	Total Amount per REHS Intern
			532732	532731	532199028

Total Amount Requested \$ \_\_\_\_\_

Date Stamped (DHHS use only)

\_\_\_\_\_  
Health Director Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contact Person Signature

\_\_\_\_\_  
Telephone Number

This form is to be used when requesting reimbursement. Submit this reimbursement request directly to:

Environmental Health Section,  
Centralized Intern Training & Authorizations  
DHHS - Division of Public Health  
1632 Mail Service Center  
Raleigh, NC 27699-1632

Reviewed by:

\_\_\_\_\_  
Initials Date

**NORTH CAROLINA  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
BUSINESS ASSOCIATE ADDENDUM TO CONSOLIDATED AGREEMENT**

This Agreement is made effective July 1, 2018, by and between **Lee County Health Department** (“Covered Entity”) and the **North Carolina Department of Health and Human Services, Division of Public Health, Administrative, Local, Community Support Section, Health Information System and Local Technical Assistance and Training** units (“Business Associate”) (collectively the “Parties”).

**1. BACKGROUND**

- a. Covered Entity and Business Associate are parties to a Memorandum of Understanding, entitled “FY 2019 Consolidated Agreement” (the “MOU”), whereby Business Associate agrees to perform certain services for or on behalf of Covered Entity.
- b. Covered Entity is a local health department in the State of North Carolina that has been designated in whole or in part by as a “covered entity” for purposes of the HIPAA Privacy Rule.
- c. The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is or may be a “business associate” within the meaning of the HIPAA Privacy Rule.
- d. The Parties enter into this Business Associate Addendum to the MOU with the intention of complying with the HIPAA Privacy Rule provision that a covered entity may disclose protected health information to a business associate, and may allow a business associate to create or receive protected health information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.

**2. DEFINITIONS**

Unless some other meaning is clearly indicated by the context, the following terms shall have the following meaning in this Agreement:

- a. “Electronic Protected Health Information” shall have the same meaning as the term “electronic protected health information” in 45 C.F.R. § 160.103.
- b. “HIPAA” means the Administrative Simplification Provisions, Sections 261 through 264, of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as modified and amended by the Health Information Technology for Economic and Clinical Health (“HITECH”) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, Public Law 111-5.
- c. “Individual” shall have the same meaning as the term “individual” in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- d. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164.
- e. “Protected Health Information” shall have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- f. “Required By Law” shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.
- g. “Secretary” shall mean the Secretary of the United States Department of Health and Human Services or the person to whom the authority involved has been delegated.
- h. Unless otherwise defined in this Agreement, terms used herein shall have the same meaning as those terms have in the Privacy Rule.

**3. OBLIGATIONS OF BUSINESS ASSOCIATE**

- a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.

- b. Business Associate agrees to use appropriate safeguards and comply, where applicable, with subpart C of 45 C.F.R. Part 164 with respect to electronic protected health information, to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- d. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware, including breaches of unsecured protected health information as required by 45 C.F.R. § 164.410.
- e. Business Associate agrees, in accordance with 45 C.F.R. § 164.502(e)(1) and § 164.308(b)(2), to ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such information.
- f. Business Associate agrees to make available protected health information as necessary to satisfy Covered Entity's obligations in accordance with 45 C.F.R. § 164.524.
- g. Business Associate agrees to make available Protected Health Information for amendment and incorporate any amendment(s) to Protected Health Information in accordance with 45 C.F.R. § 164.526.
- h. Unless otherwise prohibited by law, Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- i. Business Associate agrees to make available the information required to provide an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

#### 4. PERMITTED USES AND DISCLOSURES

- a. Except as otherwise limited in this Agreement or by other applicable law or agreement, if the MOU permits, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the MOU, provided that such use or disclosure:
  - 1) would not violate the Privacy Rule if done by Covered Entity; or
  - 2) would not violate the minimum necessary policies and procedures of the Covered Entity.
- b. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the MOU permits, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that:
  - 1) the disclosures are Required By Law; or
  - 2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- c. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the MOU permits, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- d. Notwithstanding the foregoing provisions, Business Associate may not use or disclose Protected Health Information if the use or disclosure would violate any term of the MOU or other applicable law or agreements.





**STATE CERTIFICATIONS**

**Contractor Certifications Required by North Carolina Law**

**Instructions:** The person who signs this document should read the text of the statutes and Executive Order listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes and of the Executive Order can be found online at:

- Article 2 of Chapter 64: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter\\_64/Article\\_2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf)
- G.S. 133-32: <http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.pl?statute=133-32>
- Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): <http://www.ethicscommission.nc.gov/library/pdfs/Laws/EO24.pdf>
- G.S. 105-164.8(b): [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_105/GS\\_105-164.8.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf)
- G.S. 143-48.5: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter\\_143/GS\\_143-48.5.html](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-48.5.html)
- G.S. 143-59.1: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.1.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf)
- G.S. 143-59.2: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf)
- G.S. 143-133.3: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter\\_143/GS\\_143-133.3.html](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-133.3.html)
- G.S. 143B-139.6C: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143B/GS\\_143B-139.6C.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-139.6C.pdf)

**Certifications**

- (1) Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009), the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.
- (2) Pursuant to G.S. 143-48.5 and G.S. 143-133.3, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: [www.uscis.gov](http://www.uscis.gov)
- (3) Pursuant to G.S. 143-59.1(b), the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
- (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); and
- (b) [check one of the following boxes]  
 Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; or  
 The Contractor or one of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 but the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
- (4) Pursuant to G.S. 143-59.2(b), the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (5) Pursuant to G.S. 143B-139.6C, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.
- (6) The undersigned hereby certifies further that:
- (a) He or she is a duly authorized representative of the Contractor named below;
- (b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
- (c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

Contractor's

Name: Lee County Health Department

Contractor's

Authorized Agent: Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name William Heath Cain Title Health Director

Witness: Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_ Title \_\_\_\_\_

The witness should be present when the Contractor's Authorized Agent signs this certification and should sign and date this document immediately thereafter.

**FEDERAL CERTIFICATIONS**

**The undersigned states that:**

1. He or she is the duly authorized representative of the Contractor named below;
2. He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:
  - a. The Certification Regarding Nondiscrimination;
  - b. The Certification Regarding Drug-Free Workplace Requirements;
  - c. The Certification Regarding Environmental Tobacco Smoke;
  - d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
  - e. The Certification Regarding Lobbying;
3. He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;
4. [Check the applicable statement]
  - He or she **has completed** the attached **Disclosure of Lobbying Activities** because the Contractor **has made, or has an agreement to make**, a payment to a lobbying entity for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action;

**OR**

  - He or she **has not completed** the attached **Disclosure of Lobbying Activities** because the Contractor **has not made, and has no agreement to make**, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.
5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

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Signature	Title
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**Lee County Health Department**

---

Contractor [Organization's] Legal Name	Date
--	------

**[This Certification must be signed by a representative of the Contractor who is authorized to sign contracts.]**

**I. Certification Regarding Nondiscrimination**

**The Contractor certifies** that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

## II. Certification Regarding Drug-Free Workplace Requirements

1. **The Contractor certifies that it will provide a drug-free workplace by:**
  - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - b. Establishing a drug-free awareness program to inform employees about:
    - (1) The dangers of drug abuse in the workplace;
    - (2) The Contractor's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - c. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);
  - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:
    - (1) Abide by the terms of the statement; and
    - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
  - e. **Notifying the Department within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;**
  - f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
    - (1) taking appropriate personnel action against such an employee, up to and including termination; or
    - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
  - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

Street Address No. 1: 106 Hillcrest Drive

City, State, Zip Code: Sanford, NC 27330

Street Address No. 2: 115 Chatham Street

City, State, Zip Code: Sanford, NC 27330
3. Contractor will inform the Department of any additional sites for performance of work under this agreement.
4. False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

### **III. Certification Regarding Environmental Tobacco Smoke**

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

**The Contractor certifies** that it will comply with the requirements of the Act. The Contractor further agrees that it will require the language of this certification be included in any subawards that contain provisions for children's services and that all subgrantees shall certify accordingly.

### **IV. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions**

#### **Instructions**

[The phrase "prospective lower tier participant" means the Contractor.]

1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originate may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

### **Certification**

- a. **The prospective lower tier participant certifies**, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### **V. Certification Regarding Lobbying**

**The Contractor certifies**, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of \$100,000.00 or more and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

### **VI. Disclosure of Lobbying Activities**

#### **Instructions**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

**Disclosure of Lobbying Activities**  
(Approved by OMB 0348-0046)

**Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352**

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract  <input type="checkbox"/> b. grant  <input type="checkbox"/> c. cooperative agreement  <input type="checkbox"/> d. loan  <input type="checkbox"/> e. loan guarantee  <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. Bid/offer/application  <input type="checkbox"/> b. Initial Award  <input type="checkbox"/> c. Post-Award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing  <input type="checkbox"/> b. material change</p> <p><b>For Material Change Only:</b>  Year _____ Quarter _____  Date of Last Report: _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime  <input type="checkbox"/> Subawardee Tier _____, (if known)</p> <p>Congressional District (if known) _____</p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District (if known) _____</p>
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:  CFDA Number (if applicable) _____</p>	
<p>8. Federal Action Number (if known)</p>	<p>9. Award Amount (if known) :  \$ _____</p>	
<p>10. a. Name and Address of Lobbying Registrant  <i>(if individual, last name, first name, MI):</i></p> <p><i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i></p>	<p>b. Individuals Performing Services <i>(including address if different from No. 10a.) (last name, first name, MI):</i></p> <p><i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i></p>	
<p>11. Amount of Payment <i>(check all that apply):</i></p> <p>\$ _____ actual planned</p>	<p>13. Type of Payment <i>(check all that apply):</i></p> <p><input type="checkbox"/> a. retainer  <input type="checkbox"/> b. one-time fee  <input type="checkbox"/> c. commission  <input type="checkbox"/> d. contingent fee  <input type="checkbox"/> e. deferred  <input type="checkbox"/> f. other; specify: _____</p>	
<p>12. Form of Payment <i>(check all that apply):</i></p> <p><input type="checkbox"/> a. cash  <input type="checkbox"/> b. In-kind; specify: Nature _____ Value _____</p>		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11 <i>(attach Continuation Sheet(s) SF-LLL-A, if necessary):</i></p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached: <span style="float:right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p>		
<p>16. Information requested through this form is authorized by title 31 U. S. C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U. S. C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>		<p>Signature: _____  Print Name: _____  Title: _____  Telephone No: _____ Date: _____</p>
<p>Federal Use Only</p>		<p>Authorized for Local Reproduction Standard Form - LLL</p>

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D. C. 20503

Street Address No. 3: 1450 N. Horner Blvd.

City, Stae, Zip Code: Sanford, NC 27330

Street Address No. 4: \_\_\_\_\_

City, Stae, Zip Code: \_\_\_\_\_





Committed Today for a Better Tomorrow

ITEM #:  
**II. D.**

## LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

(Use the Down or Up Arrows to move between fields of the Form)

**MEETING DATE:** April 2, 2018

**SUBJECT:** Opioid Grant Funding

**DEPARTMENT:** Health Department

**CONTACT PERSON:** Heath Cain, Health Department

**TYPE:**  Consent Agenda     Action Item     Public Hearing     Information

REQUEST	This is a request to the County Commissioners to allow the health department to apply for a grant concerning opioids through the UNC School of Government/BlueCross BlueShield.
BUDGET IMPACT	None
ATTACHMENTS	(1); 2 pages from the UNC School of Government
PRIOR BOARD ACTION	None
RECOMMENDATION	The health department respectfully requests the County Commissioners to allow the health department to apply for this funding.
SUMMARY	

This grant will provide opportunities to form goals, set plans for implementation, collaborate across fields and jurisdictions, and learn from experts on opioid-related issues. The School of Government will provide support throughout, \$10,000 will be provided to assist with the costs of hiring a community project manager; and \$10,000 in implementation funding will be provided for the project.

This action was approved by the Board of Health March 21, 2018.



UNC  
SCHOOL OF GOVERNMENT

# Responding to the Opioid Crisis

## Application Process

Communities wishing to take part in this program must submit an online application, due **April 6, 2018**. Please read all of the information below before you complete an application.

The School of Government/BlueCross BlueShield will provide the following to each participating community:

- five regional forums at which teams will form goals, set plans for implementation, collaborate across fields and jurisdictions, and learn from experts on opioid-related issues;
- School of Government support throughout the process;
- \$10,000 to assist with the costs of hiring a community project manager; and
- \$10,000 in implementation funding for the project.

Each community team will be asked to contribute the following:

- a committed team—representing multiple departments, jurisdictions, and/or organizations addressing opioid issues—that will invest the time, energy, and work needed to achieve team goals; and
- travel funds for some team members (likely 3–5 individuals) to attend the forums.

A panel made up of faculty members from the School will review the applications and select ten communities. The following criteria will guide the selection process:

- diversity of geography, economy, and demography;
- a community's prior experience with opioid mitigation efforts;
- the magnitude of the crisis in the applicant community;
- the applicant's identification of a core team composed of three individuals from different local government(s) and/or organizations within the community; and
- demonstration of community commitment through at least three letters of support.

Communities may apply as individual county teams, municipal-county partnerships, or multi-county collaboratives. Note that in any of these combinations, at least one county must be represented.

## Assembling Community Teams

As part of the application process discussed immediately above, a community interested in participating in the School of Government's opioid mitigation program must identify a core team, which is to be made up of three key individuals representing different local governments and/or organizations within the community.

The core team is charged with identifying members of the full community team. The community team should be a diverse group of local government officials and important community actors, all committed to active participation in the two-year program. As needed, the School will assist communities in building the full team (for example, by use of a stakeholder identification exercise).

Given that each community has different needs and different key stakeholders, composition of the full community teams will vary. Community teams may include, but are not limited to, the following individuals:

- Elected officials
- City and county managers
- Public health officials
- Mental health officials
- Social services employees
- Law enforcement officials
- Emergency Medical Services (EMS) personnel
- Judges and/or magistrates
- Attorneys
- Superintendents of school systems
- Public library representatives
- Community college administrators
- Military representatives
- Staff of nonprofits



UNC  
SCHOOL OF GOVERNMENT

Accessibility

Knapp-Sanders Building  
Campus Box 3330, UNC Chapel Hill  
Chapel Hill, NC 27599-3330  
T: 919 966 5381 | F: 919 962 0654

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Committed Today for a Better Tomorrow

ITEM #:  
II. E.

# LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

(Use the Down or Up Arrows to move between fields of the Form)

**MEETING DATE:** April 2, 2018

**SUBJECT:** WIC and Expanded Food and Nutrition Education Program (EFNEP) Collaboration

**DEPARTMENT:** Health Department

**CONTACT PERSON:** Heath Cain

**TYPE:**  Consent Agenda  Action Item  Public Hearing  Information

REQUEST	This is a request for the Board of Commissioners to approve a collaboration between the Lee County Health Department and the North Carolina Cooperative Extension Services of Lee County to provide Expanded Food and Nutrition Education Program (EFNEP) four-week nutrition program in the WIC clinic.
BUDGET IMPACT	None
ATTACHMENTS	None
PRIOR BOARD ACTION	None
RECOMMENDATION	The health department respectfully requests the County Commissioners to approve this collaboration with the Lee County Cooperative Extension Service.
SUMMARY	

Since 1969, EFNEP has successfully addressed critical societal concerns influencing nutrition and physical activity behaviors of low-income families. EFNEP is conducted through the Cooperative Extension Service and administered through NC State University. The program, which EFNEP would like to provide for WIC clients, consists of a series of lessons that include hands-on activities, cooking, and simple physical activity. The classes are interactive and fun. The participants will learn skills throughout the series that enable them to practice recipes and skills at home. Upon graduation, each participant receives an EFNEP cookbook and certificate. Classes are completely free. WIC will sign up their clients for the program if interested and EFNEP employees will conduct the classes at the Health Department.

This action was approved by the Board of Health March 21, 2018.



ITEM #:  
**IV. A.**

## LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

(Use the Down or Up Arrows to move between fields of the Form)

**MEETING DATE:** April 2, 2018

**SUBJECT:** Resolution in Support of House Bill 551

**DEPARTMENT:** Commissioner

**CONTACT PERSON:** Commissioner Kevin Dodson/Whitney Parrish

**TYPE:**  Consent Agenda  Action Item  Public Hearing  Information

<b>REQUEST</b>	To adopt a resolution in support of House Bill 551
<b>BUDGET IMPACT</b>	N/A
<b>ATTACHMENTS</b>	House Bill 551 text, Proposed Resolution
<b>PRIOR BOARD ACTION</b>	N/A
<b>RECOMMENDATION</b>	Pleasure of the Board
<b>SUMMARY</b>	

House Bill 551 is entitled An Act to Amend the Law and Constitution of North Carolina to Provide Better Protections and Safeguards to Victims and the primary sponsors of the bill include Representatives Dollar, R. Turner, Destin Hall and Earle. The Bill does change the Constitution of North Carolina in order to give more protections to victims of crimes. The Bill was introduced for discussion at the February 19, 2018 Board of County Commissioners Regular Meeting and is now back on with a proposed resolution in support of the Bill.

GENERAL ASSEMBLY OF NORTH CAROLINA  
SESSION 2017

H.B. 551  
Apr 4, 2017  
HOUSE PRINCIPAL CLERK

H

D

HOUSE BILL DRH30244-MS-28 (01/25)

Short Title: Strengthening Victims' Rights. (Public)

Sponsors: Representatives Dollar, R. Turner, Destin Hall, and Earle (Primary Sponsors).

Referred to:

A BILL TO BE ENTITLED

AN ACT TO AMEND THE LAW AND CONSTITUTION OF NORTH CAROLINA TO  
PROVIDE BETTER PROTECTIONS AND SAFEGUARDS TO VICTIMS.

The General Assembly of North Carolina enacts:

SECTION 1. Section 37 of Article I of the North Carolina Constitution reads as  
rewritten:

"Sec. 37. Rights of victims of crime.

(1) Basic rights. Victims of ~~crime, as prescribed by law,~~ crime shall be entitled to the  
following basic rights:

- (a) ~~The right as prescribed by law to be informed of and to be present at~~  
court ~~right, upon request, to reasonable and timely notice of, and to be~~  
present at criminal and juvenile proceedings of the accused.
- (b) ~~The right to be heard at sentencing or disposition of the accused in a manner~~  
~~prescribed by law, and at other times as prescribed by law or deemed~~  
~~appropriate by the court.~~ any proceeding involving release, plea, parole, and  
during which a right of the victim is implicated.
- (c) ~~The right as prescribed by law to receive~~ full and timely restitution from the  
defendant.
- (d) ~~The right as prescribed by law to be given information about the crime, how~~  
~~the criminal justice system works, the rights of victims, and the availability~~  
~~of services for victims.~~
- (e) ~~The right as prescribed by law to receive information about the conviction or~~  
~~final disposition and sentence of the accused.~~
- (f) ~~The right as prescribed by law~~ right, upon request, to receive notification of  
escape, release, proposed parole or pardon of the accused, or notice of a  
reprieve or commutation of the accused's sentence.
- (g) ~~The right as prescribed by law to present their views and concerns to the~~  
~~Governor or agency considering any action that could result in the release of~~  
~~the accused, prior to such action becoming effective.~~
- (h) ~~The right as prescribed by law to confer with the prosecution.~~
- (i) The right to reasonable protection from the accused or anyone acting at the  
direction of the accused.
- (j) The right to proceedings free from unreasonable delay and a prompt  
conclusion of the case.
- (k) The right to be treated with fairness and respect for the victim's dignity and  
privacy.



\* D R H 3 0 2 4 4 - M S - 2 8 \*



# LEE COUNTY

NORTH CAROLINA

*Committed Today for a Better Tomorrow*

**LEE COUNTY BOARD OF COMMISSIONERS RESOLUTION IN SUPPORT OF HOUSE BILL 551  
ENTITLED AN ACT TO AMEND THE LAW AND CONSTITUTION OF NORTH CAROLINA TO  
PROVIDE BETTER PROTECTIONS AND SAFEGUARDS TO VICTIMS**

**WHEREAS**, House Bill 551, entitled An Act to Amend the Law and Constitution of North Carolina to Provide Better Protections and Safeguards to Victims, has been introduced to the General Assembly of North Carolina; and,

**WHEREAS**, Representatives Dollar, R. Turner, Destin Hall, and Earle are the primary sponsors of House Bill 551; and,

**WHEREAS**, House Bill 551 gives more protections to victims of crimes under the Constitution of North Carolina; and,

**WHEREAS**, House Bill 551 has passed by a majority vote in the North Carolina House of Representatives.

**NOW THEREFORE, BE IT RESOLVED** by the Lee County Board of County Commissioners that the Lee County Board of County Commissioners supports the legislation under House Bill 551 and authorizes a copy of this resolution sent to the delegates of Lee County at the General Assembly.

**ADOPTED** this 2<sup>nd</sup> day of April, 2018.

LEE COUNTY

\_\_\_\_\_  
Amy Dalrymple, Chair  
Lee County Board of Commissioners

ATTEST

\_\_\_\_\_  
Jennifer Gamble, Clerk to the Board



ITEM #:  
**V. A.**

## LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

(Use the Down or Up Arrows to move between fields of the Form)

**MEETING DATE:** April 2, 2018

**SUBJECT:** Recognition of the Outstanding Achievements of Heather Connor

**DEPARTMENT:** Governing Body

**CONTACT PERSON:** Amy Dalrymple, Chair

**TYPE:**     Consent Agenda     Action Item     Public Hearing     Information

REQUEST	N/A
BUDGET IMPACT	N/A
ATTACHMENTS	Letter of Recognition from the Board of Commissioners
PRIOR BOARD ACTION	N/A
RECOMMENDATION	N/A
SUMMARY	

The Board of Commissioners will present a letter of recognition to Heather Connor for her outstanding achievements as a World Champion Powerlifter.

# LEE COUNTY

NORTH CAROLINA

*Committed Today for a Better Tomorrow*

## CONGRATULATIONS!

April 2, 2018

Heather Connor  
Address 1  
Address2

Dear Ms. Connor,

On behalf of the Lee County Board of County Commissioners, I would like to congratulate you on your recent record setting performance at the Arnold Sports Classic on March 3<sup>rd</sup> in Columbus, Ohio. In addition to winning "Best Female Lifter" for the competition, you beat your own personal record and set a new world record by dead lifting 402.3 pounds!

Your personal successes in the sport of powerlifting are inspirational to our community and exemplify the triumph and realization of dreams through hard work, talent and determination. Your achievements are truly inspirational! We want you to know that your community here in Sanford and Lee County is watching and cheering you on as you work towards new goals and achieve new records in the sport of powerlifting.

Congratulations again on your most recent success at the Arnold Sports Classic and we are all looking forward to hearing of your future successes!

Sincerely,

Amy Dalrymple, Chair  
Lee County Board of County Commissioners

CC: Lee County Board of County Commissioners

ITEM #:  
**V. B.**

**LEE COUNTY AGENDA ABSTRACT  
BOARD OF COMMISSIONERS MEETING**

(Use the Down or Up Arrows to move between fields of the Form)

**MEETING DATE:** April 2, 2018

**SUBJECT:** Proclamation for National Public Health Week

**DEPARTMENT:** Health Department

**CONTACT PERSON:** Heath Cain

**TYPE:**     Consent Agenda     Action Item     Public Hearing     Information

REQUEST	Proclaim April 2 – 6, 2018 National Public Health Week in Lee County
BUDGET IMPACT	\$0
ATTACHMENTS	Public Health Week Proclamation
PRIOR BOARD ACTION	None
RECOMMENDATION	Proclaim April 2-6, 2018 as National Public Health Week in Lee County.
<b>SUMMARY</b>	

National Public Health Week, an initiative of the American Public Health Association, will be held on April 2-6, 2018 in communities across the nation. The week presents an opportunity to further education and outreach in the community surrounding topics of importance in the area of public health and creates pathways to conversations to helping us build a healthier community.

# LEE COUNTY

NORTH CAROLINA

*Committed Today for a Better Tomorrow*

## PROCLAMATION

**WHEREAS**, a strong public health system is critical for sustaining and improving the overall health of the community; and,

**WHEREAS**, the week of April 2 – 8, 2018 is designated as National Public Health Week and centers on the goal of “Healthiest Nation 2030”; and,

**WHEREAS**, National Public Health Week is a cooperative effort of the American Public Health Association, state and local health departments, academic institutions, community groups, and professional and trade associations that have joined together to promote a common interest in public health; and,

**WHEREAS**, to ensure broad focus and conversation of public health issues, a daily theme has been assigned from Monday – Friday to cover Behavioral Health, Communicable Diseases, Environmental Health, Injury and Violence Prevention, and Ensuring the Right to Health; and,

**WHEREAS**, collaborative efforts with individuals, communities, providers and policy makers will help the next generation be healthier than the one before.

**NOW, THEREFORE BE IT RESOLVED**, that the Lee County Board of Commissioners proclaim April 2 – 8, 2018 as **National Public Health Week** in Lee County, North Carolina and call upon residents to observe this week by helping our families, friends, neighbors, co-workers, and leaders better understand the value of public health and adopt preventative lifestyle habits in support of the goal of “Healthiest Nation 2030.”

**ADOPTED** this 2<sup>nd</sup> day of April, 2018

LEE COUNTY

\_\_\_\_\_  
Amy Dalrymple, Chair  
Lee County Board of Commissioners

ATTEST

\_\_\_\_\_  
Jennifer Gamble, Clerk to the Board

ITEM #: <b>V. C.</b>
-------------------------

## LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

(Use the Down or Up Arrows to move between fields of the Form)

**MEETING DATE:** April 2, 2018

**SUBJECT:** Primary Election 2018

**DEPARTMENT:** Board of Elections

**CONTACT PERSON:** Parker Holland

**TYPE:**     Consent Agenda     Action Item     Public Hearing     Information

REQUEST	N/A
BUDGET IMPACT	N/A
ATTACHMENTS	N/A
PRIOR BOARD ACTION	N/A
RECOMMENDATION	N/A
SUMMARY	

The purpose of this presentation is to inform the public about voter registration, what is a primary election, and where and when citizens can vote in May of 2018.

## LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

ITEM #:  
**V. D.**

(Use the Down or Up Arrows to move between fields of the Form)

**MEETING DATE:** April 2, 2018

**SUBJECT:** Resolution Approving and Authorizing the Execution and Delivery of a Master Trust Agreement, a First Supplemental Trust Agreement, a Deed of Trust and Related Documents in Connection with the Financing of Various Capital Improvements for the County

**DEPARTMENT:** Finance

**CONTACT PERSON:** Lisa G. Minter, Assistant County Manager/Finance Director

**TYPE:**     Consent Agenda     Action Item     Public Hearing     Information

REQUEST	Approval of the Resolution Approving and Authorizing the Execution and Delivery of a Master Trust Agreement, a First Supplemental Trust Agreement, a Deed of Trust and Related Documents in Connection with the Financing of Various Capital Improvements for the County
BUDGET IMPACT	Anticipated debt services in FY 18-19 is \$1,848,701.
ATTACHMENTS	Resolution Approving and Authorizing the Execution and Delivery of a Master Trust Agreement, a First Supplemental Trust Agreement, a Deed of Trust and Related Documents in Connection with the Financing of Various Capital Improvements for the County
PRIOR BOARD ACTION	Public Hearing was held on February 5, 2018 and the Board adopted a Resolution Making Certain Findings and Determinations Regarding the Proposed Financing of Various Capital Projects by the County of Lee, North Carolina and Requesting the Local Government Commission to Approve the Financing Agreement.
RECOMMENDATION	Approve the Resolution Approving and Authorizing the Execution and Delivery of a Master Trust Agreement, a First Supplemental Trust Agreement, a Deed of Trust and Related Documents in Connection with the Financing of Various Capital Improvements for the County

**SUMMARY**

As the County moves ahead with the sale of Limited Obligation Bonds to fund the elementary school project, courthouse projects, and park projects, several financing documents will need to be executed. The Board is being asked to approve a Resolution Approving and Authorizing the Execution and Delivery of a Master Trust Agreement, a First Supplemental Trust Agreement, a Deed of Trust and Related Documents in Connection with the Financing of Various Capital Improvements for the County.

The documents listed below will be available in the Clerk's office for review and are not included in the agenda package due to the size:

- Master Trust Agreement
- First Supplemental Trust Agreement
- Deed of Trust
- Lease Agreement
- Construction and Acquisition Agreement

The Board of Commissioners for the County of Lee, North Carolina met in a regular meeting in the Commissioners' Room at the Lee County Government Center, 106 Hillcrest Drive in Sanford, North Carolina, the regular place of meeting, at 6:00 p.m. on April 2, 2018.

Present: Chair Amy Dalrymple, presiding, and Commissioners

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Absent: Commissioners

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Also present: \_\_\_\_\_

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\* \* \* \* \*

\_\_\_\_\_ introduced the following resolution the title of which was read and a copy of which had been previously distributed to each Commissioner:

**RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER TRUST AGREEMENT, A FIRST SUPPLEMENTAL TRUST AGREEMENT, A DEED OF TRUST AND RELATED DOCUMENTS IN CONNECTION WITH THE FINANCING OF VARIOUS CAPITAL IMPROVEMENTS FOR THE COUNTY**

BE IT RESOLVED by the Board of Commissioners (the "Board") for the County of Lee, North Carolina (the "County"):

Section 1. The Board does hereby find and determine as follows:

(a) There exists a need in the County to finance through the issuance of limited obligation bonds the costs of (i) acquiring, constructing, renovating, improving and equipping an elementary school, (ii) renovating and improving buildings in the County courthouse complex and related parking facilities and (iii) constructing, expanding, improving, renovating and equipping existing parks and recreational facilities in the County (collectively, the "Project").

(b) After a public hearing and due consideration, the Board has determined that the most efficient manner of financing the Project will be through the execution and delivery of a Master Trust Agreement, to be dated as of May 1, 2018 (the “Master Trust Agreement”), between the County and U.S. Bank National Association, as trustee (the “Trustee”), and a First Supplemental Trust Agreement, to be dated as of May 1, 2018 (the “First Supplemental Trust Agreement,” and, together with the Master Trust Agreement, the “Trust Agreement”), between the County and the Trustee, pursuant to which the County will issue limited obligation bonds thereunder in an aggregate principal amount not to exceed \$35,000,000 (the “Bonds”) to provide funds, together with any other available funds, to pay or reimburse (i) the costs of the Project and (ii) the fees and expenses incurred in connection with the sale and issuance of the Bonds.

(c) In order to secure the payment of the principal of and interest on the Bonds and the performance of its other obligations under the Trust Agreement, the County will execute and deliver a Deed of Trust, to be dated as of May 1, 2018 (the “Deed of Trust”), to the deed of trust trustee named therein for the benefit of the Trustee, granting a first lien of record on the site of elementary school constituting a portion of the Project, together with all improvements and fixtures located or to be located thereon (the “Mortgaged Property”).

(d) In order to assure that the elementary school constituting a portion of the Project is constructed in the manner required by the Constitution and laws of the State of North Carolina and the Trust Agreement, the County will enter into a Construction and Acquisition Agreement, to be dated as of May 1, 2018 (the “Construction Agreement”), with the Lee County Board of Education (the “Board of Education”) whereby the Board of Education agrees to acquire, construct and equip the elementary school improvements in accordance with the Construction Agreement for and on behalf of the County.



(e) The site of the elementary school constituting the Mortgaged Property will be leased to the Board of Education pursuant to a Lease Agreement, to be dated as of May 1, 2018 (the "Lease Agreement"), between the County and the Board of Education, which Lease Agreement will be subordinate to the lien created by the Deed of Trust.

(f) The Bonds will initially be sold to Wells Fargo Bank National Association and Robert W. Baird & Co. Incorporated (the "Underwriters") pursuant to the terms of a Bond Purchase Agreement, to be dated the date of delivery thereof (the "Bond Purchase Agreement"), between the County and the Underwriters.

(g) In connection with the offering and sale of the Bonds by the Underwriters, there will be prepared and distributed to potential purchasers a Preliminary Official Statement, to be dated as of the date of delivery thereof (the "Preliminary Official Statement"), and the Official Statement (hereinafter defined), relating to the offering and sale of the Bonds.

(h) There have been presented to the Board drafts of the following documents relating to the transaction hereinabove described:

- (1) the Master Trust Agreement;
- (2) the First Supplemental Trust Agreement, together with the form of the Bonds attached as Exhibit A thereto;
- (3) the Deed of Trust;
- (4) the Construction Agreement;
- (5) the Lease Agreement;
- (6) the Bond Purchase Agreement; and
- (7) the Preliminary Official Statement.

Section 2. In order to provide for the financing of the Project and relating financing costs, the County is hereby authorized to enter into the Master Trust Agreement and the First

Supplemental Trust Agreement and issue the Bonds thereunder in an aggregate principal amount not to exceed \$35,000,000. The actual principal amount of the Bonds shall be determined by the County at the time of execution of the Bond Purchase Agreement, such execution and delivery of the Bond Purchase Agreement to constitute approval by the Board of the principal amount of the Bonds as set forth in the Bond Purchase Agreement. The principal amount of the Bonds shall be the amount that, in the best judgment of the person executing the Bond Purchase Agreement, shall be the amount necessary to provide sufficient funds, together with any other available funds, to pay or reimburse (a) the costs the Project and (b) the fees and expenses incurred in connection with the sale and issuance of the Bonds. The interest rates on the Bonds shall be determined by the County at the time of the execution by the County of the Bond Purchase Agreement; provided, however, that such interest rates shall not result in a true interest cost in excess of 4.50% per annum, such execution and delivery of the Bond Purchase Agreement to constitute approval by the Board of the interest rates on the Bonds.

Section 3. The Bonds shall be sold to the Underwriters pursuant to the Bond Purchase Agreement. The Bonds may be sold to the Underwriters at a discount below the amount of the principal amount of the Bonds, such discount not to exceed 98% of the principal amount of the Bonds; provided, however, that if all or any of the Bonds are to be sold to the public by the Underwriters at original issue discount (resulting in lower interest costs of the interest on the Bonds), then the Bonds may be sold at a further discount in the amount necessary to cover such original issue discount. The final maturity of the Bonds shall not be later than December 31, 2038.

Section 4. The Board hereby approves the forms of the Master Trust Agreement, the First Supplemental Trust Agreement, the Deed of Trust, the Construction Agreement, the Lease

Agreement and the Bond Purchase Agreement in substantially the forms presented at this meeting. The Chair of the Board, the County Manager and the Assistant County Manager/Finance Director are each hereby authorized to execute and deliver on behalf of the County the Master Trust Agreement, the First Supplemental Trust Agreement, the Deed of Trust, the Construction Agreement, the Lease Agreement and the Bond Purchase Agreement in substantially the forms presented at this meeting, containing such modifications as the person executing such documents shall approve, such execution to be conclusive evidence of approval by the Board of any such changes. The Clerk to the Board or any assistant or deputy Clerk to the Board is hereby authorized to affix the official seal of the County to each of said documents and to attest the same to the extent so required.

Section 5. The Board hereby approves the Preliminary Official Statement in substantially the form presented at this meeting and hereby approves the distribution thereof by the Underwriters in connection with the offering and sale of the Bonds. Upon the sale of the Bonds to the Underwriters, a final Official Statement, to be dated as of the date of the Bond Purchase Agreement (the "Official Statement"), will be prepared substantially in the form of the Preliminary Official Statement and will contain such information relating to the pricing terms of the Bonds and such additional information as may be necessary. The Board hereby approves the delivery of the Official Statement on behalf of the County by the Chair of the Board, the County Manager or the Assistant County Manager/Finance Director and the distribution thereof by the Underwriters in connection with the offering and sale of the Bonds.

Section 6. No deficiency judgment may be rendered against the County in any action for breach of any contractual obligation under the Trust Agreement, and the taxing power of the

County is not and may not be pledged directly or indirectly to secure any moneys due under the Trust Agreement.

Section 7. The Chair of the Board, the County Manager, the Assistant County Manager/Finance Director and the County Attorney are hereby authorized to cooperate with the Underwriters in preparing and filing such filings under state securities or “blue sky” laws as the Underwriters may request; provided, however, that the County shall not be required to consent to the jurisdiction of any state in which it is not now subject unless the County Attorney shall determine that such consent is in the best interest of the County.

Section 8. The Chair of the Board, the County Manager, the Assistant County Manager/Finance Director, the County Attorney and the Clerk to the Board, and any other officers, agents and employees of the County, are hereby authorized and directed to take such actions and to deliver such certificates, opinions and other items of evidence as shall be deemed necessary to consummate the transactions described in this resolution.

Section 9. This resolution shall take effect immediately upon its adoption.

Upon motion of Commissioner \_\_\_\_\_, the foregoing resolution entitled “RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER TRUST AGREEMENT, A FIRST SUPPLEMENTAL TRUST AGREEMENT, A DEED OF TRUST AND RELATED DOCUMENTS IN CONNECTION WITH THE FINANCING OF VARIOUS CAPITAL IMPROVEMENTS FOR THE COUNTY” was adopted by the following vote:

Ayes: \_\_\_\_\_

---

Noes: \_\_\_\_\_

\* \* \* \* \*

I, Jennifer Gamble, Clerk to the Board of Commissioners for the County of Lee, North Carolina, DO HEREBY CERTIFY that the foregoing is a true copy of so much of the proceedings of said Board of Commissioners for said County at a regular meeting held on April 2, 2018, as it relates in any way to the adoption of the foregoing resolution and that said proceedings are to be recorded in the minutes of said Board of Commissioners.

I DO HEREBY FURTHER CERTIFY that proper notice of such regular meeting was given as required by North Carolina law.

WITNESS my hand and the official seal of said County this 2nd day of April, 2018.

---

Clerk to the Board of Commissioners

[SEAL]



ITEM #:  
V. E.

## LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

(Use the Down or Up Arrows to move between fields of the Form)

**MEETING DATE:** April 2, 2018

**SUBJECT:** Lease Agreement with Broadway Baseball League

**DEPARTMENT:** Administration

**CONTACT PERSON:** John Crumpton/Whitney Parrish

**TYPE:**  Consent Agenda  Action Item  Public Hearing  Information

<b>REQUEST</b>	Review and approve a Lease Agreement with Broadway Baseball League.
<b>BUDGET IMPACT</b>	N/A
<b>ATTACHMENTS</b>	Lease Agreement and Copy of Broadway Baseball's Insurance
<b>PRIOR BOARD ACTION</b>	Purchased the Gilbert Lett Family Park in Broadway, North Carolina
<b>RECOMMENDATION</b>	Approve a Lease Agreement with Broadway Baseball League.
<b>SUMMARY</b>	

Now that the County has purchased the Gilbert Lett Family Park in Broadway, North Carolina, the County wishes to enter into a lease agreement with Broadway Baseball. Broadway Baseball will organize sporting events at the property, with approval and in conjunction with the Lee County Parks and Recreation Department. The County will continue to have rights to inspect the property and cancel any events that have not previously been approved. The lease can be terminated given thirty days' notice by either party.

**LEASE AGREEMENT  
BETWEEN COUNTY OF LEE  
AND  
BROADWAY BASEBALL LEAGUE**

This Lease is made by and between the County of Lee (hereinafter referred to as "Landlord"), a body both politic and corporate of the State of North Carolina, and Broadway Baseball League (hereinafter referred to as "Tenant").

**WHEREAS**, the parties hereto have mutually agreed to the terms and conditions of this lease agreement as hereinafter set out.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and conditions as stated herein, Landlord does hereby lease unto Tenant and Tenant hereby takes and leases from Landlord during the period of time and subject to the terms and conditions hereinafter set out, more particularly described as follows:

**1. Premises**

The Gilbert Lett Family Park, located at 100 Gilbert Lett Drive, Broadway North Carolina, which includes the two ball fields, dug outs, spectator stands and concessions building.

**2. Lease Term**

The term of this lease shall be month to month until terminated by either party providing notice in writing to the other party.

**3. Use and Operation of Tenant's Business**

The leased space will be for the use of the Tenant's intent of providing park and recreation services to the citizens of Lee County. The Tenant can use the leased space for the purpose of running baseball, softball and flag football leagues. Tenant shall coordinate with the Lee County Parks and Recreation Director to schedule all events and practices. All event scheduled at the Gilbert Lett Family Park shall be maintained by the Lee County Parks and Recreation Department. Failure to comply with the schedule coordination terms through the Parks and Recreation Department can result in termination of the event by the Landlord. Tenant will be permitted to sell concessions, with prior approval and inspections from the Department of Health. Concession proceeds will be kept by Tenant to help cover costs of running the leagues. Tenant understands Landlord reserves the right to use the premises as well for its own park purposes and Tenant agrees that all uses of the premises shall be for public park purposes only.

**4. Hours of Operation for Scheduled Events**

The Tenant agrees that events will end no later than 10:30pm on Sunday through Thursday and no later than 11:00pm on Friday and Saturday nights. At any time during the lease, the Landlord reserves the right to change such hours of operation.

**5. Non-Discrimination Clause**

Tenant agrees to not discriminate on the basis of age, color, disability, gender, national origin, race, religion, sex or veteran status and no person shall be denied opportunity to participate in any programs or be subject to unlawful discrimination, harassment or retaliation. Such policy ensures the intent for the premise to remain a public park.

**6. Inspection**

Tenant shall be responsible for all maintenance of the property. Landlord shall, at any and all reasonable times, have the right to enter and inspect the premises. If maintenance of the property is not satisfactory to the Landlord, Landlord shall notify the Tenant and then Tenant shall immediately fix any issues satisfactory to the Landlord's approval.

**7. Repairs and Damages**

The tenant shall not allow any damage to be committed on any portion of the premise or property. After each scheduled event, Tenant shall ensure the premise is in as good of condition as existed prior to the scheduled event taking place. Tenant shall be responsible for the cost and expense of the repair of any damage caused by the use of the premise. If there is any damage, the damage shall be reported to the Landlord within 48 hours and the Tenant shall be required to fix the damage to the satisfaction of the Landlord within a reasonable amount of time to avoid or minimize impact on the continued use of the park.

**8. Termination**

This lease may be terminated by either party, for no cause, giving thirty (30) days' written notice to the other party.

**9. Insurance**

Tenant shall maintain liability insurance, not less than \$1,000,000.00 per occurrence limit on the premises. Tenant will be required to provide proof of insurance before they can use the premises.

**10. Assignment**

Neither Party has the right to assign this lease without the written approval of the other Party.

**11. Notices**

All notices required in this agreement shall be mailed to the following addresses:

Landlord:       Parks and Recreation Director  
                  P.O. Box 1968  
                  Sanford, NC 27331

Tenant:         \_\_\_\_\_  
                  \_\_\_\_\_  
                  \_\_\_\_\_



EXECUTED by both parties on \_\_\_\_\_, day of \_\_\_\_\_, 2018.

LANDLORD  
County of Lee

\_\_\_\_\_  
John Crumpton, County Manager

TENANT  
Broadway Baseball League

\_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/22/2018

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> K&K Insurance Group, Inc. 1712 Magnavox Way Fort Wayne IN 46804	<b>CONTACT NAME:</b> Mass Merchandising Underwriting <b>PHONE (A/C, No, Ext):</b> 1-800-426-2889 <b>FAX (A/C, No):</b> 1-260-459-5105 <b>E-MAIL ADDRESS:</b> info@sportsinsurance-kk.com <b>PRODUCER CUSTOMER ID:</b>														
<b>INSURED</b> Broadway Baseball 210 Monroe Ave Sanford, NC 27330 A Member of the Sports, Leisure & Entertainment RPG	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Nationwide Mutual Insurance Company</td> <td style="text-align: center;">23787</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Nationwide Mutual Insurance Company	23787	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Nationwide Mutual Insurance Company	23787														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES** **CERTIFICATE NUMBER: W01198396**      **REVISION NUMBER:**

**THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.**

INSR LTR	TYPE OF INSURANCE	ADDL DISD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		6BRPG000006055100	10/07/2017 12:01 AM EDT	10/07/2018 12:01 AM	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea Occurrence)</td><td style="text-align: right;">\$1,000,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$5,000</td></tr> <tr><td>PERSONAL &amp; ADV INJURY</td><td style="text-align: right;">\$1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$5,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$1,000,000</td></tr> <tr><td>PROFESSIONAL LIABILITY</td><td style="text-align: right;">\$1,000,000*</td></tr> <tr><td>LEGAL LIAB TO PARTICIPANTS</td><td style="text-align: right;">\$1,000,000*</td></tr> </table>	EACH OCCURRENCE	\$1,000,000	DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$1,000,000	MED EXP (Any one person)	\$5,000	PERSONAL & ADV INJURY	\$1,000,000	GENERAL AGGREGATE	\$5,000,000	PRODUCTS - COMP/OP AGG	\$1,000,000	PROFESSIONAL LIABILITY	\$1,000,000*	LEGAL LIAB TO PARTICIPANTS	\$1,000,000*
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	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)      Y/N <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L EACH ACCIDENT E.L DISEASE - EA EMPLOYEE E.L DISEASE - POLICY LIMIT																
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**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Legal Liability to Participants (LLP) limit is a per occurrence limit.  
 Sport(s): Baseball Age(s): 12 and under, 13-15; Softball Age(s): 12 and under  
 The certificate holder is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured.

<b>CERTIFICATE HOLDER</b> Lee County 408 Summit Drive Sanford, NC 27330 (Owner/Lessor of Premises)	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <div style="text-align: right; margin-top: 10px;"><i>Scott Paul</i></div>
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Coverage is only extended to U.S. events and activities.  
 \*\* NOTICE TO TEXAS INSURED: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas

<b>ITEM #:</b> <b>V. F.</b>
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## LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

(Use the Down or Up Arrows to move between fields of the Form)

**MEETING DATE:** April 2, 2018

**SUBJECT:** Resolution Requesting an Opinion from the Attorney General's Office Regarding Clarification of N.C. General Statute § 158-7.1 on Notice and Public Hearing Requirements for Economic Development Organizations and Programs.

**DEPARTMENT:** Administration

**CONTACT PERSON:** John Crumpton, County Manager

**TYPE:**     Consent Agenda     Action Item     Public Hearing     Information

REQUEST	Approve Resolution Requesting a Legal Opinion From the North Carolina Attorney General's Office.
BUDGET IMPACT	N/A
ATTACHMENTS	Draft Resolution, Letter from Attorney Dennis Wicker
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Approve Resolution Requesting a Legal Opinion From the North Carolina Attorney General's Office.
SUMMARY	

Following the amendment to G.S. § 158-7.1 resulting from the enactment of Senate Bill 472 in 2015, there has been a division of opinion on whether the intent of the amendment is to be interpreted as requiring public notice and a hearing prior to making any appropriations to local economic development programs to support economic development efforts or if the notice and hearing requirement only applies to procedures in making incentive grants to companies. G.S. 158-7.1 also known as the Local Development Act, has widely been interpreted as providing broad authority for counties and cities to make appropriations for incentive grants for companies being recruited in subsection (a) and for local governments to use real estate based incentive measures to recruit company facilities in subsection (b). Senate Bill 472 now requires local governments to hold public hearings with prior notice to grant incentives pursuant to subsection (a), however requirements for economic development appropriations beyond incentives remain unclear. The proposed resolution seeks an interpretation of the amended statute to verify appropriate procedures are in place. The issue has been discussed with SAGA staff on numerous occasions. The SAGA Executive Committee supports the Resolution.

# LEE COUNTY

NORTH CAROLINA

*Committed Today for a Better Tomorrow*

## LEE COUNTY BOARD OF COMMISSIONERS RESOLUTION REQUESTING A LEGAL OPINION FROM THE NORTH CAROLINA ATTORNEY GENERAL'S OFFICE

**WHEREAS**, G.S.158-7.1 governs when local governments are required to hold public hearings, preceded by public notice, prior to appropriating funds for economic development organizations and programs in its local jurisdiction; and,

**WHEREAS**, G.S.158-7.1 was amended in 2015 clarifying that local governments hold a public hearing, preceded by public notice, before funding incentive grants to entities desiring to locate or expand in its local jurisdiction; and,

**WHEREAS**, some local governments, however, are interpreting this amendment as requiring a local government unit to hold a public hearing, preceded by public notice, prior to funding any economic development organizations, programs or incentive grants in its local jurisdiction; and,

**WHEREAS**, appropriations made to a local economic development organization or program are usually contained in the budget adopted annually by a local government, whereby a public hearing, preceded by public notice, is held by such local government, prior to the approval of such budget; and that requiring another public hearing, preceded by public notice, would be a redundant, inefficient, and repetitious process for such local government; and,

**WHEREAS**, some local governments interpret G.S.158-7.1, as amended, as not requiring local governments to hold another public hearing, preceded by a public notice, of such appropriations for economic development organizations or programs from its current budget, except for incentive grants to an entity to locate or expand in such local government's jurisdiction; and,

**WHEREAS**, such inconsistency in interpretation of G.S.158-7.1, as amended, is causing confusion among local governments and Lee County wishes to seek clarification from the Attorney General's Office regarding this inconsistency and confusion.

**NOW THEREFORE, BE IT RESOLVED**, Lee County Board of Commissioners requests a legal opinion from the North Carolina Attorney General's Office clarifying the intent of G.S.158-7.1, as amended, regarding the requirements of a local government to hold another public hearing, preceded by public notice, for appropriating funds to economic development organizations or programs prior to such appropriation, after such local government has held such a public hearing for the adoption of its annual budget.

**ADOPTED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

LEE COUNTY

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Amy Dalrymple, Chair  
Lee County Board of Commissioners

ATTEST:

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Jennifer Gamble, Clerk to the Board

January 29, 2018

Honorable Joshua Stein  
Attorney General of North Carolina  
North Carolina Department of Justice  
114 W. Edenton Street  
Raleigh, NC 27603

Re: Request for Opinion

Dear Attorney General Stein:

Your opinion is requested as to whether local government governing boards must hold a public hearing prior to voting on appropriations to local economic development programs to support those programs' efforts to promote economic development within the local government's territorial jurisdictions.

Traditionally, although not required by statute, local governing boards have held hearings prior to acting on incentive grants to companies considering locating a business facility within the local government's territorial jurisdiction. A recent amendment to G. S. §158-7.1 now makes it mandatory that local governing boards hold public hearings, preceded by a ten day public notice, before making incentive grants to companies.

However, some attorneys have interpreted this amendment as requiring that local governing boards must hold public hearings, preceded by a public notice, prior to making an appropriation to local economic development programs to support economic development efforts in the area. Many lawyers do not concur with this conclusion. There is a division of opinion on this point.

Having to hold a public hearing, preceded by a public notice, prior to making such appropriations for general economic development purposes, as opposed to appropriations for incentive grants, is an unnecessary procedural burden, which we contend is not intended to be required by the recent amendment to G.S. §158-7.1. The following outlines the background on this matter and our contentions as to the correct interpretation of the impact of this amendment.

## **Background**

Senate Bill 472 (“SB 472”) was enacted by the North Carolina General Assembly in its 2015 session and took effect with Gov. Pat McCrory’s signature on October 20, 2015. This legislation made a number of amendments to G.S. 158-7.1, known as the Local Development Act (the “Act”).

Many portions of the Act have been in place since 1924. For decades, it has been utilized as the statutory authority under which local governments may make incentive grants to, and provide real estate-based incentive support for, companies being induced to locate new facilities and to expand existing facilities in local governments’ jurisdictions.

Subsection (a) of the Act has always been interpreted as providing broad authority for counties and cities to make appropriations for incentive grants to companies being recruited. Subsection (b) has always been interpreted as providing authority for local governments to use real estate-based incentive measures to recruit company facilities.

Prior to the ratification of SB 472, subsection (c) of the Act required that a local government board hold a public hearing before deciding to provide a real estate-based incentive for a company being recruited. Subsection (c) of the Act did not explicitly require a public hearing before a local government board could make incentive grants to a company under subsection (a), but almost all governments chose to hold public hearings for these grants.

SB 472 amended subsection (c) to clearly require that a local government hold a public hearing for appropriations it makes under subsection (a).

## **Interpretation of SB 472**

SB 472 deleted certain language in subsection (a) of the Act and replaced it with language that stated that a county or city may make appropriations for “economic development purposes”. It is our contention that appropriations for “economic development purposes” referred to, and which replaced the previous language, concerned appropriations for incentive grants, which is consistent with the long-term scope of the Act. But the substitution of this new language has led some attorneys to the opinion that the public notice and public hearing requirements, later in the Act, applied to general economic development appropriations, and not just incentive grants, which is inconsistent with the long term purpose of the Act and which is redundant to other statutory provisions that allow local governments to make appropriations to support local economic development programs.

A number of factors support the conclusion that subsection (c) of the Act, which now clearly requires a public notice and public hearing to grant incentives under subsection (a), does not require these procedural steps to make appropriations to support general economic development efforts. These are as follows:

- The General Assembly staff summary for SB 472 simply describes the amendment to subsection (a) of the Acts as “(r)eplacing a list of economic development purposes that included ‘other purposes’ with the words ‘economic development purposes.’” To that end,

the legislative history under which SB 472 was enacted states that the amendment to subsection (c) was “(r)eplacing” the previous language with the words “economic development purposes,” not expanding or changing the intent of that language. One can reasonably assume that if the General Assembly intended to broaden the requirement for public hearings to include appropriations for general economic development efforts, this significant change would have been cited. Consequently, portions of the legislative history do not seem to support the conclusion that public hearings must be held for appropriations that support general economic development efforts as opposed to appropriations for recruitment incentives.

- Other statutory provisions that allow local governments to make appropriations for general economic development purposes do not require a public hearing prior to that appropriation being approved. For example, G.S. §158-12 allows local governments to make appropriations to economic development “commissions” established under G.S. §158-8. A public hearing prior to such an appropriation being made is not required. It would be incongruous for the General Assembly to not require a public hearing prior to an appropriation of funds to a “commission” established under G.S. §158-8, but to require a public hearing for appropriations to an economic development organization if it is established as a board, a nonprofit, or an arm of a local chamber of commerce.
- Subsection (a) of the Act has been in effect for 93 years. Throughout that time, the authority under that subsection has consistently been applied only to appropriations for incentive grants directed to companies as an inducement to locate facilities with a local government’s jurisdiction. It would be a significant break with that historical application of the statute to extend the hearing requirement under subsection (c) of the Act to appropriations for general economic development purposes other than incentive grants.
- Appropriations to be made to a local economic development organization for general economic development purposes are usually contained in the budget adopted annually by the local government. Public hearings are held prior to approval of the budget by the local government board. But most appropriations made after budget adoption do not require public hearings before being approved. For example, if a local government is not required to hold a public hearing before buying a parcel of property for some general government use, why should it be required to hold a public hearing to acquire a site for an industrial park? Local government boards make appropriations to agencies within the government and to nonprofits outside of government without holding a public hearing prior to the appropriation. Why should a hearing be required just because the appropriation is going to support the general economic development efforts of an in-house program or of a nonprofit economic development organization outside of government?
- The seminal case interpreting the Act was the North Carolina Supreme Court decision in *Maready v. City of Winston-Salem, et al.*, 342 N.C. 708 (1996). This case refers to the procedural requirements of the Act, with a public hearing being required or advisable generally because of the nature of incentive grants, which is the conveyance of money from a local government to, and for the benefit of, a private for-profit entity. That level of concern and sensitivity is not present when a local government is funding a public or



private agency to carry out economic development functions on behalf of the local government.

**Conclusion**

To restate and assure clarity as to the question being asked, this is as follows:

*“Do the current terms of G.S. §158-7.1 require local governing boards to hold a public hearing preceded by ten days public notice, in order to make general appropriations to local economic development organizations and programs, which do not in any way involve incentive grants to a company being induced to locate a new or expansion facility within the territorial jurisdiction of the local government?”*

There are numerous local economic development organizations and local governments in the state, which are very interested in resolving this issue. Thank you for handling this matter.

Sincerely,

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