



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

May 6, 2019
6:00 P.M.

A G E N D A

CALL TO ORDER – Amy Dalrymple, Chair

INVOCATION – Commissioner Dodson

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 April 15, 2019 Regular Meeting. (Pages 1-9)
- B. Minutes from the April 15, 2019 Closed Session Meeting. (Page 10)
- C. Non-Emergency Medicaid Transportation Contract Renewal with D&D General Store. (Pages 11-38)
- D. Non-Emergency Medicaid Transportation Contract Renewal with COLTS. (Pages 39-66)
- E. Non-Emergency Medicaid Transportation Contract Renewal with Rights Transportation. (Pages 67-94)
- F. Increased Costs for Fourth Floor Carpet Replacement at the Lee County Government Center. (Pages 95-96)
- G. Renewal Contract for Inmate Labor with the North Carolina Department of Public Safety. (Pages 97-106)
- H. Budget Amendment #05/06/19/15. (Pages 107-108)
- I. Board of Elections Laptop Purchases. (Pages 109-114)

III. PUBLIC HEARING

- A. Public Hearing on the Capital Improvements Program for FY2020-2024. – John Crumpton (Pages 115-116)

IV. PUBLIC COMMENTS

V. REQUEST TO APPEAR BEFORE THE BOARD

- A. Vernon Stewart. – (Pages 117-136)

VI. PROCLAMATIONS

- A. Proclamation Celebrating National Foster Care Month. – Angelina Noel (Pages 137-138)
- B. Proclamation Celebrating Older Americans Month. – Debbie Davidson (Pages 139-140)

VII. OLD BUSINESS

- A. Consider the transfer of W. Forrest Oakes. – Whitney Parrish (Pages 141-150)
- B. Amendment to the Non-Profit Policy. – Whitney Parrish (Pages 151-158)

VIII. NEW BUSINESS

- A. Presentation on Medicaid Transformation. – Angelina Noel (Pages 159-164)
- B. FY 2019-2020 MOU Between DHHS and Lee County. – Angelina Noel (Pages 165-222)
- C. Audit Contract for FY 2019-2020. – Lisa Minter (Pages 223-239)
- D. Consider Reduction in Membership of Joint Environmental Affairs Board. – Marshall Downey (Pages 240-244)
- E. Adoption of a Resolution for a Minimum Tax Bill. – Mary Yow (Pages 245-250)
- F. 2008 Tax Bill Write Off. – Mary Yow (Pages 251-255)
- G. 2009-2014 Tax Bill Write Off for Registered Motor Vehicles. – Mary Yow (Pages 256-259)
- H. Request from Sanford-Lee County Regional Airport Authority for a Loan from the Revolving Loan Fund. – Lisa Minter (Pages 260-318)
- I. Presentation on Multi-Use Sports Complex. – John Crumpton (Pages 319-354)
- J. Appointment of Lee County Tax Administrator. – Joyce McGehee (Pages 355-356)

IX. MANAGERS' COMMENTS

X. 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: May 6, 2019

SUBJECT: Minutes from the April 15, 2019 Regular Meeting

DEPARTMENT: Governing Body

CONTACT PERSON: Whitney Parrish, Deputy Clerk to the Board

TYPE: Consent Agenda Action Item Public Hearing Information

REQUEST	Approve minutes from the April 15, 2019 regular meeting
BUDGET IMPACT	N/A
ATTACHMENTS	"Draft" copy of the April 15, 2019 minutes
PRIOR BOARD ACTION	Approve minutes from the April 15, 2019 regular meeting
RECOMMENDATION	Pleasure of the Board.
SUMMARY	

A "draft" copy of the minutes from the April 15, 2019 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.



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

April 15, 2019

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, Arianna M. Del Palazzo, Kevin C. Dodson, Dr. Andre Knecht, Robert T. Reives, Cameron W. Sharpe, and Kirk D. Smith. Staff in attendance included County Manager John Crumpton, County Attorney Whitney Parrish, and Deputy County Attorney/Clerk to the Board Jennifer Gamble.

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

Commissioner Dalrymple requested a moment of silence and the Pledge of Allegiance was recited.

I. ADDITIONAL AGENDA

The Board considered changes and additions to the *Agenda*. Commissioner Smith requested to add the Medicaid Tailored Plan Position Statement to New Business as Item J. With no further changes/additions requested, Commissioner Smith moved to approve the *Agenda* as amended. Upon a vote, the results were as follows:

Aye: Dalrymple, Del Palazzo, Dodson, Knecht, Reives, Sharpe, Smith
Nay: None

The Chair ruled the motion had carried unanimously.

II. APPROVAL OF CONSENT AGENDA

The Board considered changes to the *Consent Agenda*. Commissioner Reives requested to move Item G under New Business to the Consent Agenda. With no changes requested, Commissioner Sharpe moved to approve the *Consent Agenda* as amended, which consisted of the following items:

- A. Minutes from the April 1, 2019 Regular Meeting.
- B. Tax refund and release report for March 2019.

- C. Approval of health services agreement Amendment # 10 with Southern Health Partners with the Lee County Jail.
- D. Resolution declaring seven vehicles as surplus property.
- E. Minutes from the April 1, 2019 Closed Session Meeting.
- F. Budget Amendment #04/15/19/14.
- G. Award of bid in the amount of \$20,835 to Yarborough Heating and Air for HVAC Replacement at the McSwain Ext. Ed. & Ag. Center Auditorium.
- H. NC PARTF Grant Application.

Upon a vote, the results were as follows:

Aye: Dalrymple, Del Palazzo, Dodson, Knecht, Reives, Sharpe, Smith
Nay: None

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*. No one signed up to speak during the Public Comments section of the meeting.

IV. OLD BUSINESS

A. Vote on the Modification of an Economic Development Agreement with Caterpillar

SAGA Economic Development Executive Director provided a summary of the project. On February 19, 2018, the Board held a public hearing to consider an incentive investment of \$346,246 over five years for an expansion project for Caterpillar, Inc. based on a proposed investment of \$29.5 million in real property, machinery and equipment. SAGA recommended and the Board approved on March 19, 2018 a 5-year incentive of 80% in Year 1, 70% in Year 2, 60% in Year 3, and 50% in Years 4 and 5 on a net new taxable investment. Following approval of this incentive, the company purchased a different building than originally proposed. The cost to complete the project was increased to \$30.8 million. The schedule of the company's investment changes, with more money being spent in the second year than originally planned. Subsequently, the incentive schedule developed by SAGA was found to contain an error in the payout schedule. This new schedule sets a maximum incentive investment by the County at \$400,418 over the five years of the project, an increase of \$54,171. The originally approved 5 year incentive percentage (80%, 70%, 60%, 50%, 50%) does not change. The incentive is a performance-based grant which will create 40 jobs at an average annual wage of \$41,526. The required public hearing was held on April 1, 2019. Commissioner Reives moved to approve the modification to the incentive agreement with Caterpillar, 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, Dodson, Reives, Sharpe
Nay: Del Palazzo, Knecht, Smith

The Chair ruled the motion had carried 4:3.

B. Boys and Girls Club Status and Funding Discussion.

Daniel Simmons, Chief Executive Officer of the Boys and Girls Club of Central Carolina appeared before the Board to provide information and answer questions regarding the organization's activities. Mr. Simmons stated his goal for the meeting was to provide clarification for any miscommunications and misunderstandings that have occurred between the Board of

Commissioners and the Boys and Girls Club. County funds are used to support transportation services in Lee County. Lee County schools also transport children with their own buses. Last year thanks to the generosity of the Hamilton Sloan Foundation and the Sloan Foundation the Organization purchased a brand new school bus. This was a \$95,000 gift. A utilization of Funds breaking down transportation costs was provided. The Church Street location was closed due to having to balance the sustainability of the organization verses the single club location. The organization's budget runs on a deficit and had been running the single club off reserve funds. The Church Street club served predominately Tramway Elementary and JR Ingram students and served approximately 83 kids per day. Funding challenges included fees that were waived for housing authority children including summer camp fees. Other expenses included the alarm, telecommunications, waste, and utility fees. Many of these fees were previously covered by Housing Authority funds prior to 2015. The estimated financial impact of the club amounted to about \$39,000 per year out of the operating budget. Mr. Simmons stated the organization has been seeking other streams of revenue that are considered long term sustainable. Mr. Simmons stated he is scheduled to meet with the Housing Authority Director Shannon Judd on May 2nd to discuss support. The organization is currently supporting 917 members through the OT Sloan Park Club. No action was taken.

V. NEW BUSINESS

A. Consideration of an offer to purchase property at 696 Chelsea Drive, PIN 9661-62-3693-00.

County Attorney Whitney Parrish presented an offer to purchase property located at 696 Chelsea Drive, Sanford, NC from Wayne Langston in the amount of \$750. Lee County foreclosed on the property located at PIN 9661-62-3693-00 in 2012. Currently, what is owed on the property is \$2,923.94, which includes the taxes and attorney fees owed and homeowner association fees. The current tax value of the property is \$35,000. The property is located in the Carolina Trace subdivision. Wayne Langston, on behalf of Coast2Coast Group submitted an offer of \$750 on July 31, 2018 and has paid the requisite 5% deposit and advertising costs. To sell the property through the upset bid procedure, the Commissioners must first declare the property as surplus, then authorize staff to accept the initial offer of \$750 from Mr. Langston and advertise the offer in The Sanford Herald. The Board must also authorize staff to continue to advertise the qualifying bid until no further qualifying bid is received. The last final high qualifying bid will go back to the Board for final approval before the property can be sold. Commissioner Knecht moved to declare property located at 696 Chelsea Drive, Sanford, NC as surplus, accept the offer from Wayne Langston in the amount of \$750, and authorize staff to proceed with the upset sealed bid procedure, a copy of the Resolution authorizing the sale of property located at 696 Chelsea Drive, Lot 696 Woodmere, PIN 9661-62-3693-00, Lee County, North Carolina is hereby attached to these minutes and by this reference made a part hereof. Upon a vote, the results were as follows:

Aye: Dalrymple, Del Palazzo, Dodson, Knecht, Reives, Sharpe, Smith
Nay: None

The Chair ruled the motion had carried unanimously.

B. Second amendment to roll-off hauling and front load dumpster service agreement.

Joseph Cherry, Solid Waste Superintendent presented an amendment to the Roll-Off Hauling and Front Load Dumpster Service Agreement with Waste Industries, LLC. This request is made according to Section 5. Rates; Payment, item C which states: Adjustments to rates may be requested by the Company in writing and not unreasonably withheld, due to taxes, fees and surcharges required or imposed solely by federal, state or local law, regulation, rule, permit or

permit condition that was not imposed directly because of the action or inaction of the company. Waste Industries is requesting a recycling processing fee of \$62/ton due to changes in the recycling process. This is a new fee. County Manager John Crumpton recommended using fund balance to offset the additional expenses incurred during the first year and then reevaluate the status of recycling following a year to consider modifying the household fees. Commissioner Reives moved to approve the second amendment to the Roll-Off Hauling and Front Load Dumpster Service Agreement with Waste Industries, 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, Del Palazzo, Dodson, Knecht, Reives, Sharpe, Smith
Nay: None

Chair Dalrymple ruled the motion had carried unanimously.

C. Consideration of declaring the house located at 1111 Woodland Avenue surplus and disposing through the upset bid procedure.

General Services Director Russel Spivey and County Attorney Whitney Parrish presented an offer to purchase personal property identified as a house located at 1111 Woodland Avenue Sanford, NC from John Oldham in the amount of \$300. It would cost the County about \$2,700 to tear down and dispose of the house. Lee County purchased certain tracts of land around the courthouse from Ruby and Ernest McSwain Estate in 2017. One of the parcels, 1111 Woodland Avenue PIN 9652-05-0285-00 has a house located on the property. The County was going to demolish the house and leave the lot vacant. John Oldham, with Eugene Oldham and Sons House Movers has placed an offer to purchase and move the house for \$300. This service will include cleaning up all debris where the house was located, sowing grass, and covering the site of removal with straw. If the Board wishes to dispose of this personal property, it can declare the property as surplus and dispose of it by public auction, sealed bid, or through upset bid. In this instance, staff suggests following the same procedure we do with other surplus real property and dispose of the house through the upset bid procedure. Commissioner Knecht moved to declare the property as surplus, accept the offer in the amount of \$300 to purchase and remove the house, and authorize staff to advertise and allow for upset bids, a copy of the Resolution authorizing the sale of personal property, a house, located at 1111 Woodland Ave PIN 9652-05-0285-00 is hereby attached to these minutes and by this reference made a part hereof. Upon a vote, the results were as follows:

Aye: Dalrymple, Del Palazzo, Dodson, Knecht, Reives, Sharpe, Smith
Nay: None

Chair Dalrymple ruled the motion had carried unanimously.

D. Resolution Supporting the Responding Efforts of the Juvenile Crime Prevention Council to the Juvenile Justice Reinvestment Act Raise the Age Legislation.

Pamela Glover, Chair of the Juvenile Crime Prevention Council, provided information regarding the Raise the Age legislation that will go into effect December 1, 2019. North Carolina is one of the last states that still charges 16 year olds as adults, so with the new legislation, they will be considered juveniles. Every JCPC in North Carolina is asking for support from the County Commissioners for the JCPC to send to the General Assembly. More juveniles in the system will require additional resources to provide for the needs of the youth. Commissioner Sharpe moved to approve the Resolution supporting responding efforts of the Juvenile Crime Prevention Council to the Juvenile Justice Reinvestment Act Raise the Age Legislation as presented, 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, Del Palazzo, Dodson, Knecht, Reives, Sharpe, Smith
Nay: None

Chair Dalrymple ruled the motion had carried unanimously.

E. Consideration of the Board of Commissioners' summer meeting schedule.

In the past, the Board of Commissioners have only met one time a month during the months of July, August, and September in order to allow staff and Commissioners time for vacations. Commissioner Smith moved to approve a modified summer meeting schedule to meet once a month for the months of July, August, and September beginning at 6:00 p.m. on the dates of July 15, August 19, and September 16. Upon a vote, the results were as follows:

Aye: Dalrymple, Del Palazzo, Dodson, Knecht, Reives, Sharpe, Smith
Nay: None

Chair Dalrymple ruled the motion had carried unanimously.

Commissioner Dalrymple requested to move the Budget Work Session originally scheduled for May 28th to June 3rd beginning at 4:00 p.m. prior to the regular Board of Commissioners' meeting.

F. Request for approval of contract for Blue Cross Blue Shield of NC for health insurance effective August 1, 2019 through July 31, 2020 and approval of the wellness incentives for employees.

Human Resources Director Joyce McGehee proposed that Lee County continue coverage with Blue Cross Blue Shield of North Carolina. The renewal for 2019/2020 is a 0% increase in premium for the County. It is proposed that the current PPO health insurance benefit remain the same for 2019/2020. The PPO Plan is a basic pay plan of \$20 for primary care office visits and pharmacy co-pays of \$4, \$40, and \$55. It is proposed that employees who participate in the County's wellness screenings continue to receive a monthly discount of \$25 on the employee monthly premium. The employees' monthly contribution will be \$96.56.

It is proposed that the current HSA Plan remain the same with a \$1,000 contribution by the County for those employees who participate in the county's wellness screenings. Non-participants will receive a \$700 contribution to their HSA account. The County's contribution is made to the HSA Plan to help defray costs because the HSA Plan does not have co-pays for office visits and pharmacy. Employees are responsible for 100% of charges up to \$1,500 before BCBS pays anything. The employees' monthly contribution will remain at \$0.

It is proposed that retirees who are pre-sixty five have the option of choosing between the PPO and the HSA. It is proposed that post-sixty five retirees remain on the Medicare Advantage Plan.

Commissioner Sharpe moved to authorize the Chair to sign the contract for Blue Cross and Blue Shield for health insurance effective August 1, 2019 through July 31, 2020 and approve wellness incentives to employees who participate in the County's Wellness Program. Upon a vote, the results were as follows:

Aye: Dalrymple, Del Palazzo, Dodson, Knecht, Reives, Sharpe, Smith
Nay: None

Chair Dalrymple ruled the motion had carried unanimously.

G. NC Parks and Recreation Trust Fund Grant Application. – Moved to Consent Agenda

H. Request for approval of bid award to Cunningham Recreation for new playground installation at Lett Family Park in Broadway.

Parks and Recreation Director John Payne issued a request for bids for a new playground installation for Lett Family Park in Broadway. Six firms responded. Parks and Recreation staff reviewed and ranked the submittals with one being the best. Barrs Recreation's submittal did not include swings, which is preferred for a playground. Barr's submitted a proposal with swings that totaled \$58,978.33. Cunningham Recreation, also known as Game time, submitted the lowest bid for the project at \$56,479.44 which included the swings staff preferred along with other elements consistent with each submittal. Commissioner Smith moved to approve the bid from Cunningham Recreation/Game Time in the amount of \$56,479.44. Upon a vote, the results were as follows:

Aye: Dalrymple, Del Palazzo, Dodson, Knecht, Reives, Sharpe, Smith
Nay: None

Chair Dalrymple ruled the motion had carried unanimously.

I. Presentation of 2020-2024 Recommended Capital Improvements Program (CIP).

County Manager John Crumpton presented his recommended Capital Improvements Program for fiscal years 2020-2024.

Commissioner Smith moved to recommend following the County Manager's priorities for the upcoming CIP. Commissioner Smith moved to amend his motion to add the five recommended priorities including the Judicial Building, Sports-Complex, Library/CCCC Classroom Building, Fire Range, and Renovations at the Lee County Government Center. Upon a vote, the results were as follows:

Aye: Dalrymple, Del Palazzo, Dodson, Knecht, Reives, Sharpe, Smith
Nay: None

Chair Dalrymple ruled the motion had carried unanimously.

J. Sandhills Center Tailored Plan Position

Commissioner Smith read aloud the position statement from the Sandhills Center to ask for support of the Board as the transition to the Tailored Plan for Medicaid transformation takes place. Commissioner Smith moved to adopt the position statement as presented, 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, Del Palazzo, Dodson, Knecht, Reives, Sharpe, Smith
Nay: None

Chair Dalrymple ruled the motion had carried unanimously.

VI. MANAGERS' REPORTS

A. March 2019 Financial Report

Assistant County Manager/Finance Director Lisa Minter presented the March 2019 Financial Report to the Board. No action was taken.

B. County Manager's Monthly Report for April 2019.

County Manager John Crumpton presented his monthly report for April 2019, a copy of which is attached to these minutes and by this reference made a part hereof. No action was taken. Dr. Crumpton reminded the Board regarding the adoption of a resolution in 2018 to change the hunting season district. A request has been made to update the resolution to affirm the support of the current board. The change in zones would extend the hunting season approximately two weeks. Representative Sauls has agreed to run this as part of another bill if the Board will reaffirm. Commissioner Smith moved to reaffirm the resolution supporting the change of the deer hunting season, a copy of the reaffirmed resolution is hereby attached to these minutes and by this reference made a part hereof. Upon a vote, the results were as follow:

Aye: Dalrymple, Del Palazzo, Dodson, Knecht, Reives, Sharpe, Smith
Nay: None

Chair Dalrymple ruled the motion had carried unanimously.

VII. COMMISSIONERS' COMMENTS

Commissioner Dalrymple reminded the Board that the withholding of funds from the Boys and Girls Club was contingent on a representative coming before the Board to answer the Board's questions and concerns. Commissioner Smith moved to proceed with releasing the \$10,000 in funds budgeted this fiscal year for the Boys and Girls Club. Commissioner Knecht requested and Commissioner Smith moved to amend his motion to add that the nonprofit policy be amended to include any concerns and requests from the Board of Commissioners should be addressed in a timely fashion. Upon a vote, the results were as follows:

Aye: Dalrymple, Del Palazzo, Dodson, Knecht, Reives, Sharpe, Smith
Nay: None

Chair Dalrymple ruled the motion had carried unanimously.

VIII. CLOSED SESSION

Commissioner Dodson moved to go into Closed Session per N.C. General Statute § 143-318(a)(6) to discuss a personnel matter. Upon a vote, the results were as follows:

Aye: Dalrymple, Del Palazzo, Dodson, Knecht, Reives, Sharpe, Smith
Nay: None

Chair Dalrymple ruled the motion had carried unanimously and the Board went into Closed Session.

ADJOURNMENT

Upon return from Closed Session and with no further business to come before the Board, Commissioner Knecht moved to adjourn the meeting. Upon a vote, the results were as follows:

Aye: Dalrymple, Del Palazzo, Dodson, Knecht, Reives, Sharpe, Smith
Nay: None

The Chair ruled the motion had carried unanimously and the meeting adjourned at 8:20 p.m.

Amy M. Dalrymple, Chair
Lee County Board of Commissioners

ATTEST:

Jennifer Gamble, Clerk to the Board



LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

ITEM #:
II. B.

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

MEETING DATE: May 6, 2019

SUBJECT: Minutes from the April 15, 2019 Closed Session Meeting

DEPARTMENT: Governing Body

CONTACT PERSON: Whitney Parrish, Deputy Clerk to the Board

TYPE: Consent Agenda Action Item Public Hearing Information

REQUEST	Approve closed session minutes from the April 15, 2019 closed session meeting
BUDGET IMPACT	N/A
ATTACHMENTS	Minutes are in a sealed envelope included in each Commissioner's agenda package
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Approve minutes as presented.
SUMMARY	

A "draft" copy of the minutes from the April 15, 2019 closed session meeting of the Board has been prepared and provided for the Board's review.



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: May 6, 2019

SUBJECT: Non-Emergency Medicaid Transportation Contract Renewal

DEPARTMENT: Social Services

CONTACT PERSON: Angelina Noel, Director

TYPE: Consent Agenda Action Item Public Hearing Information

REQUEST	Approve to renew the contract with D&D General Store for Non-Emergency Medicaid Transportation
BUDGET IMPACT	The FY 19-20 budget includes \$35,000 in estimated revenues and expenditures. NEMT is 100% funded by state and federal dollars, no county match.
ATTACHMENTS	D&D General Store Contract
PRIOR BOARD ACTION	None
RECOMMENDATION	Approve the renewal contract for D&D General Store to provide gas vouchers for NEMT clients.
SUMMARY	

Non-Emergency Medicaid Transportation is a mandated service that Lee County Social Services is required to provide for eligible individuals receiving Medicaid. The attached contract is a renewal for D&D General Store to continue providing services to our NEMT population. Lee County Social Services completes the eligibility determination for NEMT services and when eligible provides gas vouchers to recipients that they may redeem at the D&D General Store. D&D General Store accepts gas vouchers from Lee County Social Services for NEMT clients needing gas to get to doctor appointments and other authorized medical trips. D&D General Store submits redeemed vouchers to Lee County Social Services monthly to request payment for fuel provided to NEMT clients.

NEMT is 100% funded by federal/state dollars. Lee County Social Services requests reimbursement for expenditures monthly for NEMT gas vouchers through the DMA 2055 process. Estimated decrease in expenditures and revenues due to the implementation of Medicaid Transformation in February 2020.

Fiscal Year Begins 07/01/2019 Ends 06/30/2020

This contract is hereby entered into by and between the Lee County Department of Social Services (the "County") and Steele Bridge Enterprises/D&D general Store (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number is 27-3190975

1. Contract Documents: This Contract consists of the following documents:

- (1) This contract
- (2) The General Terms and Conditions (Attachment A)
- (3) The Scope of Work, description of services, and rate (Attachment B)
- (4) Federal Certification Regarding Drug-Free Workplace & Certification Regarding Nondiscrimination (Attachment C)
- (5) Conflict of Interest (Attachment D)
- (6) No Overdue Taxes (Attachment E)
- (7) Federal Certification Regarding Lobbying (Attachment G)
- (8) Federal Certification Regarding Debarment (Attachment H)
- (9) Certification of Transportation (Attachment J)
- (10) State Certification (Attachment M)
- (11) Attachment N - Non-Discrimination, Clean Air, Clean Water
- (12) Contract Determination Questionnaire (required)

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

- 2. Precedence among Contract Documents:** In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.
- 3. Effective Period:** This contract shall be effective on 07/01/2019 and shall terminate on 06/30/2020, This contract must be twelve months or less.
- 4. Contractor's Duties:** The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.
- 5. County's Duties:** The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed \$ 35,000.

a. There are no matching requirements from the Contractor.

b. The Contractor's matching requirement is \$ _____, which shall consist of:

- | | |
|---|--|
| <input type="checkbox"/> In-kind | <input type="checkbox"/> Cash |
| <input type="checkbox"/> Cash and In-kind | <input type="checkbox"/> Cash and/or In-kind |

The contributions from the Contractor shall be sourced from non-federal funds.
The total contract amount including any Contractor match shall not exceed \$ _____.

6. Reversion of Funds:

Any unexpended grant funds shall revert to the County Department of Social Services/Human Services upon termination of this contract.

7. Reporting Requirements:

Contractor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular- CFR Title 2 Grants and Agreements, Part 200, and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

8. Payment Provisions:

Payment shall be made in accordance with the Contract Documents as described in the Scope of Work, Attachment B.

9. Contract Administrators: All notices permitted or required to be given by one Party to the other and all questions about the contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the County:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Angelina Noel, Director	Name & Title	Angelina Noel, Director
County	Lee County DSS	County	Lee County DSS
Mailing Address	PO Box 1066	Street Address	530 Carthage Street
City, State, Zip	Sanford, NC 27331	City, State, Zip	Sanford, NC 27330
Telephone	(919)718-4690		
Fax	(919)718-4635		
Email	anoel@leecountync.gov		

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Daniel Doby, Owner	Name & Title	Daniel Doby, Owner
Company Name	Steele Bridge Enterprises / D&D General Store	Company Name	Steele Bridge Enterprises / D&D General Store
Mailing Address	3201 Carbonton Road	Street Address	3201 Carbonton Road
City State Zip	Sanford, NC 27330	City State Zip	Sanford, NC 27330
Telephone	(919)842-5676 / (919)499-8908		
Fax			
Email	steelbridgeinc@hotmail.com		

10. Supplementation of Expenditure of Public Funds:

The Contractor assures that funds received pursuant to this contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that the Contractor otherwise expends for contract services and related programs. Funds received under this contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Contractor's total expenditure of other public funds for such services.

11. Disbursements:

As a condition of this contract, the Contractor acknowledges and agrees to make disbursements in accordance with the following requirements:

- (a) Implement adequate internal controls over disbursements;
- (b) Pre-audit all vouchers presented for payment to determine:
 - Validity and accuracy of payment
 - Payment due date
 - Adequacy of documentation supporting payment
 - Legality of disbursement
- (c) Assure adequate control of signature stamps/plates;
- (d) Assure adequate control of negotiable instruments; and
- (e) Implement procedures to insure that account balance is solvent and reconcile the account monthly.

12. Outsourcing to Other Countries:

The Contractor certifies that it has identified to the County all jobs related to the contract that have been outsourced to other countries, if any. The Contractor further agrees that it will not outsource any such jobs during the term of this contract without providing notice to the County.

13. Federal Certifications:

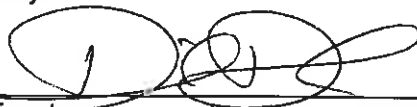
Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, and Lobbying. These assurances and certifications are to be signed by the contractor's authorized representative.

14. Specific Language Not Previously Addressed:

(can be deleted if not needed)

15. Signature Warranty: The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

The Contractor and the County have executed this contract in duplicate originals, with one original being retained by each party.

	4-10-19
Steel Bridge Enterprises Inc by: Daniel Deby	owner
Signature	Date
Printed Name	Title

COUNTY

Signature <i>(must be legally authorized to sign contracts for County DSS)</i>	Date
Printed Name	Title

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

Signature of County Finance Officer	Date
-------------------------------------	------

Attachment A General Terms and Conditions

Relationships of the Parties

Independent Contractor: The Contractor is and shall be deemed to be an independent contractor in the performance of this contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the County.

Subcontracting: The Contractor shall not subcontract any of the work contemplated under this contract without prior written approval from the County. Any approved subcontract shall be subject to all conditions of this contract. Only the subcontractors specified in the contract documents are to be considered approved upon award of the contract. The County shall not be obligated to pay for any work performed by any unapproved subcontractor. The Contractor shall be responsible for the performance of all of its subcontractors.

Assignment: No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the County may:

- (a) Forward the Contractor's payment check(s) directly to any person or entity designated by the Contractor, or
- (b) Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s).

In no event shall such approval and action obligate the County to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the County and the named Contractor. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the County and Contractor that any such person or entity, other than the County or the Contractor, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Indemnity and Insurance

Indemnification: The Contractor agrees to indemnify and hold harmless the County and any of their officers, agents and employees, from any claims of third parties arising out of or any act or omission of the Contractor in connection with the performance of this contract.

Insurance: During the term of the contract, the Contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Contractor shall provide and maintain the following coverage and limits:

- (a) **Worker's Compensation** - The contractor shall provide and maintain Worker's Compensation Insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is sublet, the Contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.
- (b) **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
- (c) **Automobile Liability Insurance:** The Contractor shall provide automobile liability insurance with a combined single limit of \$500,000.00 for bodily injury and property damage; a limit of \$500,000.00 for uninsured/under insured motorist coverage; and a limit of \$2,000.00 for medical payment coverage. The Contractor shall provide this insurance for all automobiles that are:
 - (a) owned by the Contractor and used in the performance of this contract;
 - (b) hired by the Contractor and used in the performance of this contract; and
 - (c) Owned by Contractor's employees and used in performance of this contract ("non-owned vehicle insurance"). Non-owned vehicle insurance protects employers when employees use their personal vehicles for work purposes. Non-owned vehicle insurance supplements, but does not replace, the car-owner's liability insurance.

The Contractor is not required to provide and maintain automobile liability insurance on any vehicle – owned, hired, or non-owned – unless the vehicle is used in the performance of this contract.

- (d) The insurance coverage minimums specified in subparagraph (a) are exclusive of defense costs.
- (e) The Contractor understands and agrees that the insurance coverage minimums specified in subparagraph (a) are not limits, or caps, on the Contractor's liability or obligations under this contract.
- (f) The Contractor may obtain a waiver of any one or more of the requirements in subparagraph (a) by demonstrating that it has insurance that provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The County shall be the sole judge of whether such a waiver should be granted.
- (g) The Contractor may obtain a waiver of any one or more of the requirements in paragraph (a) by demonstrating that it is self-insured and that its self-insurance provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The County shall be the sole judge of whether such a waiver should be granted.
- (h) Providing and maintaining the types and amounts of insurance or self-insurance specified in this paragraph is a material obligation of the Contractor and is of the essence of this contract.
 - (i) The Contractor shall only obtain insurance from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in the State of North Carolina. All such insurance shall meet all laws of the State of North Carolina.
 - (j) The Contractor shall comply at all times with all lawful terms and conditions of its insurance policies and all lawful requirements of its insurer.
 - (k) The Contractor shall require its subcontractors to comply with the requirements of this paragraph.
 - (l) The Contractor shall demonstrate its compliance with the requirements of this paragraph by submitting certificates of insurance to the County before the Contractor begins work under this contract.

Transportation of Clients by Contractor:

The contractor will maintain Insurance requirements if required as noted under Article 7 Rule R2-36 of the North Carolina Utilities Commission.

Default and Termination

Termination Without Cause: The County may terminate this contract without cause by giving 30 days written notice to the Contractor.

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable

compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor's breach of this agreement, and the County may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the County may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

Waiver of Default: Waiver by the County of any default or breach in compliance with the terms of this contract by the Provider shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the County and the Contractor and attached to the contract.

Availability of Funds: The parties to this contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the County.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: All deliverable items produced pursuant to this contract are the exclusive property of the County. The Contractor shall not assert a claim of copyright or other property interest in such deliverables.

Federal Intellectual Property Bankruptcy Protection Act: The Parties agree that the County shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365 (n) and any amendments thereto.

Compliance with Applicable Laws

Compliance with Laws: The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Title VI, Civil Rights Compliance: In accordance with Federal law and U.S. Department of Agriculture (USDA) and U.S. Department of Health and Human Services (HHS) policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability. Under the Food Stamp Act and USDA policy, discrimination is prohibited also on the basis of religion or political beliefs.

Equal Employment Opportunity: The Contractor shall comply with all federal and State laws relating to equal employment opportunity.

Health Insurance Portability and Accountability Act (HIPAA): The Contractor agrees that, if the County determines that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the County may require to ensure compliance.

- (a) **Data Security:** The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.
- (b) **Duty to Report:** The Contractor shall report a suspected or confirmed security breach to the local Department of Social Services/Human Services Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.
- (c) **Cost Borne by Contractor:** If any applicable federal, state, or local law, regulation, or rule requires the Contractor to give written notice of a security breach to affected persons, the Contractor shall bear the cost of the notice.

Trafficking Victims Protection Act of 2000 :

The Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104)

Executive Order # 24: It is unlawful for any vendor, contractor, subcontractor or supplier of the state to make gifts or to give favors to any state employee. For additional information regarding the specific requirements and exemptions, contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the County. The Contractor acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this contract.

Oversight

Access to Persons and Records: The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the Division. State 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 Contract 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. The record retention period for Temporary Assistance for Needy Families (TANF) and MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

Warranties and Certifications

Date and Time Warranty: The Contractor warrants that the product(s) and service(s) furnished pursuant to this contract ("product" includes, without limitation, any piece

of equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interfaces therein) that perform any date and/or time data recognition function, calculation, or sequencing will support a four digit year format and will provide accurate date/time data and leap year calculations. This warranty shall survive the termination or expiration of this contract.

Certification Regarding Collection of Taxes: G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors that meet one of the conditions of G.S. 105-164.8(b) and yet refuse to collect use taxes on sales of tangible personal property to purchasers in North Carolina. The conditions include: (a) maintenance of a retail establishment or office; (b) presence of representatives in the State that solicit sales or transact business on behalf of the vendor; and (c) systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. The Contractor certifies that it and all of its affiliates (if any) collect all required taxes.

E-Verify

Pursuant to G.S. 143-48.5 and G.S. 147-33.95(g), 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

Miscellaneous

Choice of Law: The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, are governed by the laws of North Carolina. The Contractor, by signing this contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be the county in which the contract originated. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be the county where the contract originated, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This contract may not be amended orally or by performance. Any amendment must be made in

written form and executed by duly authorized representatives of the County and the Contractor.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this contract shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of this contract.

Key Personnel: The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the County. The term "key personnel" includes any and all persons identified as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

Care of Property: The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this contract and will reimburse the County for loss of, or damage to, such property. At the termination of this contract, the Contractor shall contact the County for instructions as to the disposition of such property and shall comply with these instructions.

Travel Expenses: Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates established in County policy.

Sales/Use Tax Refunds: If eligible, the Contractor and all subcontractors shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Contractor shall not use the award of this contract as a part of any news release or commercial advertising.

ATTACHMENT B – Scope of Work Federal Tax Id. or SSN 27-3190975

A. CONTRACTOR INFORMATION

1. Contractor Agency Name: Steele Bridge Enterprises / D&D General Store
2. *If different* from Contract Administrator Information in General Contract:
Address

Telephone Number: Fax Number: Email:

3. Name of Program (s): Medicaid Transportation
4. Status: Public Private, Not for Profit Private, For Profit
5. Contractor's Financial Reporting Year January through December

B. Explanation of Services to be provided and to whom (include SIS Service Code):
Service Code 380- Medicaid Transportation

C. Rate per unit of Service (define the unit):

1. If Standard Fixed Rate, Maximum Allowable, (See Rates for Services Chart)

2. Negotiated County Rate.

Each gas voucher, not to exceed the amount indicated on the gas voucher by DSS staff when determining eligibility.

D. Number of units to be provided: Number of individuals to be served varies and requests for service will be determined by the medical need, recipient eligibility and will be contingent upon funding.

E. Details of Billing process and Time Frames: Invoices are to be submitted for payment by the fifth working day of each month.

F. Area to be served/Delivery site(s): Lee County residents who meet eligibility criteria and who are authorized by the Lee County Department of Social Services.

(Signature of County Authorized Person)

(Date Submitted)



(Signature of Contractor)

4-10-19

(Date Submitted)

ATTACHMENT C

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS AND CERTIFICATION REGARDING NONDISCRIMINATION

Lee County Department of Social Services

- I. By execution of this Agreement 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 County 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

Steele Bridge Enterprises / D&D General Store

Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).

II. The site(s) for the performance of work done in connection with the specific agreement are listed below:

1. 3201 Carbonton Road
(Street address)

Sanford, NC 27330
(City, county, state, zip code)
2.
(Street address)

(City, county, state, zip code)

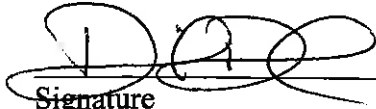
Contractor will inform the County of any additional sites for performance of work under this agreement.

False certification or violation of the certification shall be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment **45 C.F.R. Section 82.510. Section 4 CFR Part 85, Section 85.615 and 86.620.**

Certification Regarding Nondiscrimination

The Vendor 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.

Steele Bridge Enterprises / D&D General Store



Signature

Owner

Title

Steel Bridge Enterprises Inc.

Agency/Organization

4-10-19

Date

(Certification signature should be same as Contract signature.)

Steele Bridge Enterprises / D&D General Store

ATTACHMENT D

Conflict of Interest Policy

The Board of Directors/Trustees or other governing persons, officers, employees or agents are to avoid any conflict of interest, even the appearance of a conflict of interest. The Organization's Board of Directors/Trustees or other governing body, officers, staff and agents are obligated to always act in the best interest of the organization. This obligation requires that any Board member or other governing person, officer, employee or agent, in the performance of Organization duties, seek only the furtherance of the Organization mission. At all times, Board members or other governing persons, officers, employees or agents, are prohibited from using their job title, the Organization's name or property, for private profit or benefit.

A. The Board members or other governing persons, officers, employees, or agents of the Organization should neither solicit nor accept gratuities, favors, or anything of monetary value from current or potential contractors/vendors, persons receiving benefits from the Organization or persons who may benefit from the actions of any Board member or other governing person, officer, employee or agent. This is not intended to preclude bona-fide Organization fund raising-activities.

B. A Board or other governing body member may, with the approval of Board or other governing body, receive honoraria for lectures and other such activities while not acting in any official capacity for the Organization. Officers may, with the approval of the Board or other governing body, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If a Board or other governing body member, officer, employee or agent is acting in any official capacity, honoraria received in connection with activities relating to the Organization are to be paid to the Organization.

C. No Board member or other governing person, officer, employee, or agent of the Organization shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his knowledge, any of the following has a financial interest in that purchase or contract:

1. The Board member or other governing person, officer, employee, or agent;
2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
3. An organization in which any of the above is an officer, director, or employee;
4. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.

D. **Duty to Disclosure** -- Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to the Board or other governing body or one's supervisor immediately.

E. **Board Action** -- When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists. In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of and vote of the Board of Directors/Trustees or other governing body.

F. **Violations of the Conflicts of Interest Policy** -- If the Board of Directors/Trustees or other governing body has reasonable cause to believe a member, officer, employee or agent has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose. If, after hearing the person's response and after making further investigation as warranted by the circumstances, the Board of Directors/Trustees or other

Steele Bridge Enterprises / D&D General Store

governing body determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

G. Record of Conflict -- The minutes of the governing board and all committees with board delegated powers shall contain:

1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Approved by:

Steele Bridge Enterprises Inc
Name of Organization

[Signature]
Signature of Organization Official

4-10-19
Date

NOTARIZED CONFLICT OF INTEREST POLICY

State of North Carolina

County of Lee

I, Melissa K. Lett, Notary Public for said County and State, certify that

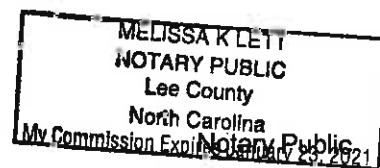
Daniel Doby personally appeared before me this day and acknowledged

that he/she is owner of Steele Bridge Enterprises, Inc. [enter name of entity]

and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held on the 10 day of April, 2019.

Sworn to and subscribed before me this 10 day of April, 19.

Melissa K. Lett
(Official Seal)



My Commission expires 1-23-2021, 20__

Attachment E – No Overdue Tax Debts

Instructions: Grantee/Provider should complete this certification for all funds received. Entity should enter appropriate data in the yellow highlighted areas. The completed and signed form must be provided to the County Department of Social Services/Human Services.

**D & D General Store
3201 Carbonton Rd
Sanford, NC 27330**

4/10/2019


To: County Department of Social Services/Human Services

Certification:

We certify that the *D & D General Store* does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S.) 143C-10-1b.

Sworn Statement:

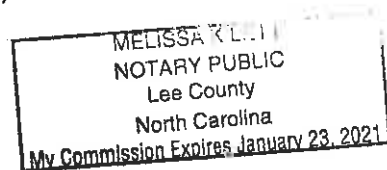
Daniel Doby, being duly sworn, say that I am the owner, respectively, of D & D General Store of Sanford, in the State of NC; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.


Daniel Doby, Owner

Sworn to and subscribed before me on the day of the date of said certification.


(Notary Signature and Seal)

My Commission Expires: 1-23-2021



¹ G.S. 105-243.1 defines: Overdue tax debt. – Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement.”

Attachment G

Lee County Department of Social Services

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned 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 Federal, state or local government agency, a Member of Congress, a Member of the General Assembly, an officer or employee of Congress, an officer or employee of the General Assembly, an employee of a Member of Congress, or an employee of a Member of the General Assembly in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal or state 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 Federal, state or local government agency, a Member of Congress, a Member of the General Assembly, an officer or employee of Congress, an officer or employee of the General Assembly, an employee of a Member of Congress, or an employee of a Member of the General Assembly in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) 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 and not more than \$100,000 for each such failure.

Notwithstanding other provisions of federal OMB Circulars-CFR Title 2, Grants and Agreements, Part 200, costs associated with the following activities are unallowable:

Paragraph A.

- (1) Attempts to influence the outcomes of any Federal, State, or local election, referendum, initiative, or similar procedure, through in kind or cash contributions, endorsements, publicity, or similar activity;
- (2) Establishing, administering, contributing to, or paying the expenses of a political party, campaign, political action committee, or other organization established for the purpose of influencing the outcomes of elections;
- (3) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation through communication with any member or employee of the Congress or State legislature (including efforts to influence State or local officials to engage in similar lobbying activity), or with any Government official or employee in connection with a decision to sign or veto enrolled legislation;

- (4) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation by preparing, distributing or using publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign; or
- (5) Legislative liaison activities, including attendance at legislative sessions or committee hearings, gathering information regarding legislation, and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in unallowable lobbying.

The following activities as enumerated in Paragraph B are accepted from the coverage of Paragraph A:
Paragraph B.

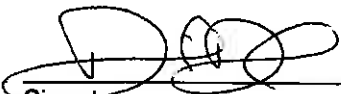
- (1) Providing a technical and factual presentation of information on a topic directly related to the performance of a grant, contract or other agreement through hearing testimony, statements or letters to the Congress or a State legislature, or subdivision, member, or cognizant staff member thereof, in response to a documented request (including a Congressional Record notice requesting testimony or statements for the record at a regularly scheduled hearing) made by the recipient member, legislative body or subdivision, or a cognizant staff member thereof; provided such information is readily obtainable and can be readily put in deliverable form; and further provided that costs under this section for travel, lodging or meals are unallowable unless incurred to offer testimony at a regularly scheduled Congressional hearing pursuant to a written request for such presentation made by the Chairman or Ranking Minority Member of the Committee or Subcommittee conducting such hearing.
- (2) Any lobbying made unallowable by subparagraph A (3) to influence State legislation in order to directly reduce the cost, or to avoid material impairment of the organization's authority to perform the grant, contract, or other agreement.
- (3) Any activity specifically authorized by statute to be undertaken with funds from the grant, contract, or other agreement.

Paragraph C.

- (1) When an organization seeks reimbursement for indirect costs, total lobbying costs shall be separately identified in the indirect cost rate proposal, and thereafter treated as other unallowable activity costs in accordance with the procedures of subparagraph B.(3).
- (2) Organizations shall submit, as part of the annual indirect cost rate proposal, a certification that the requirements and standards of this paragraph have been complied with.
- (3) Organizations shall maintain adequate records to demonstrate that the determination of costs as being allowable or unallowable pursuant to this section complies with the requirements of this Circular.
- (4) Time logs, calendars, or similar records shall not be required to be created for purposes of complying with this paragraph during any particular calendar month when: (1) the employee engages in lobbying (as defined in subparagraphs (a) and (b)) 25 percent or less of the employee's compensated hours of employment during that calendar month, and (2) within the preceding five-year period, the organization has not materially misstated allowable or unallowable costs of any nature, including legislative lobbying costs. When conditions (1) and (2) are met, organizations are not required to establish records to support the allowability of claimed costs in addition to records already required or maintained. Also, when conditions (1) and (2) are met, the absence of time logs, calendars, or similar records will not serve as a basis for disallowing costs by contesting estimates of lobbying time spent by employees during a calendar month.
- (5) Agencies shall establish procedures for resolving in advance, in consultation with OMB, any significant questions or disagreements concerning the interpretation or application of this section. Any such advance resolution shall be binding in any subsequent settlements, audits or investigations with respect to that grant or contract for purposes of interpretation of this Circular; provided, however, that this shall not be construed to prevent a contractor or grantee from contesting the lawfulness of such a determination.

Paragraph D.

Executive lobbying costs. Costs incurred in attempting to improperly influence either directly or indirectly, an employee or officer of the Executive Branch of the Federal Government to give consideration or to act regarding a sponsored agreement or a regulatory matter are unallowable. Improper influence means any influence that induces or tends to induce a Federal employee or officer to give consideration or to act regarding a federally sponsored agreement or regulatory matter on any basis other than the merits of the matter.

 _____ Signature	<i>Owner</i> _____ Title
<i>Steel Bridge Enterprises INC</i> _____ Agency/Organization	<i>4-10-19</i> _____ Date

(Certification signature should be same as Contract signature.)

Steele Bridge Enterprises / D&D General Store

ATTACHMENT H

Lee County Department of Social Services

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this proposal, 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 originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to which the 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. You may contact the person to which 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 proposal that it will include this 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

Steele Bridge Enterprises / D&D General Store

certification is erroneous. A participant may decide the method and frequency of which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement 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 Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this proposal, 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.

(2) 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.



Signature

owner

Title

Steel Bridge Enterprises, INC.

Agency/Organization

4-10-19

Date

(Certification signature should be same as Contract signature.)

Steele Bridge Enterprises / D&D General Store

ATTACHMENT J

CERTIFICATION REGARDING TRANSPORTATION

Lee County Department of Social Services

By execution of this Agreement the Contractor certifies that it will provide safe client transportation by:

1. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be at least 18 years of age;
2. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be licensed to operate the specific vehicle used in transporting clients in accordance with Chapter 20-7 of the General Statutes of North Carolina and the Division of Motor Vehicle requirements;
3. Insuring that all vehicles transporting clients shall have at least the minimum level of liability insurance appropriate for the type of vehicle as defined by Article 7, Rule R2-36 of the North Carolina Utilities Commission;
4. Insuring that the contractor shall have written policies and procedures regarding how drivers handle and report client emergencies and/or vehicle crashes involving clients to contractor and how contractor notifies the Lee County Department of Social Services;
5. Insuring that no more than one quarter of one percent of all trips be missed by the contractor during the course of the contract period; (*Medicaid only*)
6. Insuring that that no more than five percent (5%) of trips should be late for recipient drop off to their appointment per month; (*Medicaid only*)
7. Contractor will maintain records documenting the following (*The following must be provided quarterly*):
 - a. Valid current copies of Drivers License for all drivers;
 - b. Current valid Vehicle Registration, for all vehicles transporting clients;
 - c. Driving records for all drivers for the past three years and with annual updates;
 - d. Criminal Background checks through North Carolina Law Enforcement or NCIC prior to employment and every three years thereafter;
 - e. Alcohol and Drug Testing policy to meet the Federal Transit Authority guidelines.
8. Disclosing, at the outset of the contract, upon renewal and upon request, any criminal convictions or other reasons for disqualifications from participation in Medicare, Medicaid or Title XX programs (*signature on this form confirms this statement*).



Signature

owner

Title

Steel Bridge Enterprises INC.

Agency/Organization

4-10-19

Date

(Certification signature should be same as Contract signature.)

State Certifications

Contractor Certifications Required by North Carolina Law

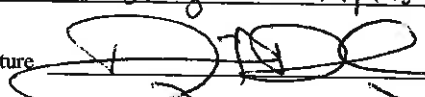
Instructions: The person who signs this document should read the text of the statutes and Executive Order listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes and of the Executive Order can be found online at:

- Article 2 of Chapter 64: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf
- 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
- G.S. 143-48.5: 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
- G.S. 143-59.2: 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
- G.S. 143B-139.6C: 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
Local government is specifically exempt from Article 2 of Chapter 64 of the North Carolina General Statutes. However, local government is subject to and must comply with North Carolina General Statute 153A-99.1, which states in part as follows:
Counties Must Use E-Verify - Each county shall register and participate in E-Verify to verify the work authorization of new employees hired to work in the United States.
- (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: Steel Bridge Enterprises INC

Contractor's Authorized Agent: Signature  Date 4-10-19

Printed Name DANIEL DOBY Title Owner

Witness:

Signature Melissa K. Lett Date 4/10/2019

Printed Name Melissa K. Lett Title notary

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

Steele Bridge Enterprises / D&D General Store

ATTACHMENT N

Lee County Department of Social Services

CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT,
CLEAN WATER ACT

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.

The Contractor must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

Meaningful Access for LEP Individuals: **The Contractor** that participate in the SNAP must take reasonable steps to ensure that LEP persons have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single language minorities in certain project areas. SNAP Contractors that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in the Food and Nutrition Act of 2008, as amended, Title VI of the Civil Rights Act of 1964 (Title VI) and SNAP program regulations at 7 CFR 272A(b). They also risk noncompliance with the USDA policy guidance titled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", published in 79 FR 70771 - 70784 (November 28, 2014).

The Contractor should develop an implementing plan to address the language assistance needs of the LEP population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. LEP needs should be considered in developing budgets and front line staff should understand how to obtain language assistance services. For additional assistance and information regarding LEP matters, please also visit <http://www.lep.gov>.

Steele Bridge Enterprises / D&D General Store

Ensuring Equal Opportunity Access for Persons with Disabilities: **The Contractor** must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations. DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (TTY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: <http://www.ada.gov>.

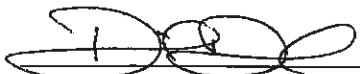
IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)

- a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

Steele Bridge Enterprises / D&D General Store

V. The Clean Water Act; 33 U.S.C. §1251 et seq. (1972)

- a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:
 - (i) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and
 - (ii) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.
- f. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.
- g. In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).



Signature

Owner

Title

Steel Bridge Enterprises Inc.

Agency/Organization

4-10-19

Date

(Certification signature should be same as Contract signature.)

The County of Lee North Carolina

Vendor/Contractor Name: Steele Bridge Enterprises / D&D General Store

**IRAN DIVESTMENT ACT CERTIFICATION
REQUIRED BY N.C.G.S. 147-86.59**

As of the date listed below, the Vendor/Contractor listed above certifies that they are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. Contractor/Vendor shall not utilize any subcontractor that is identified on the list.

**E-VERIFY CERTIFICATION
REQUIRED BY N.C.G.S. 143-48.5 & 147-33.95(g)**

As of the date listed below, the Vendor/Contractor listed above and all Vendor/Contractor's subcontractors certify that they are in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina 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.

The undersigned hereby certifies that he/she is authorized by the entity listed above to make the foregoing statement.



Signature

Daniel Doby

Printed Name

4-10-19

Date

Owner

Printed Title

CONTRACT PROVIDER NAME: D & D General Store

CONTRACT NUMBER: _____

CONTRACT PERIOD: 7/1/19-6/30/2020

PROVIDER'S FISCAL YEAR: January - December

**CONTRACT DETERMINATION QUESTIONNAIRE
(PURCHASE OF SERVICE VS. FINANCIAL ASSISTANCE)**

Instructions: Enter 5 points for each factor in either the yes or no column. Once the entire list has been completed tally the points in each column. The column with the most points should be a good indicator of the designation of the organization--either Financial Assistance (Grant) or Vendor (Purchase of Service).

Determination Factors	5 points	5 points
	Financial Assistance YES	Purchase of Service NO
1 Does the provider determine eligibility?		5
2 Does the provider provide administrative functions such as Develop program standards procedures and rules?		5
3 Does the provider provide administrative functions such as Program Planning?		5
4 Does the provider provide administrative functions such as Monitoring?		5
5 Does the provider provide administrative functions such as Program Evaluation?		5
6 Does the provider provide administrative functions such as Program Compliance?		5
7 Is provider performance measured against whether specific objectives are met?		5
8 Does the provided have responsibility for programmatic decision making?		5
9 Is the provider objective to carry out a public purpose to support an overall program objective?		5
10 Does the provider have to submit a cost report to satisfy a cost reimbursement arrangement?		5
11 Does the provider have any obligation to the funding authority other than the delivery of the specified goods/services?		5
12 Does the provider operate in a noncompetitive environment?		5
13 Does the provider provide these or similar goods and/or services only to the funding agency?		5
14 Does the provide these or similar goods and/or services outside normal business operations?		5
TOTAL	0	70

Note: The authorized individual(s) must place an X in one of the boxes below to indicate the type of contractual arrangement for this contract , then sign and date where indicated.

FINANCIAL ASSISTANCE

PURCHASE SERVICE

[Signature]
Signature of Authorized Programmatic Individual

4/10/19
DATE

[Signature]
Signature of Authorized Administrative Individual

4/16/19
DATE



LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

ITEM #:
II. D.

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

MEETING DATE: May 6, 2019

SUBJECT: Non-Emergency Medicaid Transportation Contract

DEPARTMENT: Social Services

CONTACT PERSON: Angelina Noel, Director

TYPE: Consent Agenda Action Item Public Hearing Information

REQUEST	Approve the contract renewal with COLTS for Non-Emergency Medicaid Transportation
BUDGET IMPACT	The FY 19-20 budget includes \$25,000 in estimated revenues and expenditures. NEMT is 100% funded by state and federal dollars, no county match.
ATTACHMENTS	County of Lee Transit System, COLTS, Contract
PRIOR BOARD ACTION	None
RECOMMENDATION	Approve the contract renewal with COLTS to provide transportation services for NEMT clients.
SUMMARY	

Non-Emergency Medicaid Transportation is a mandated service that Lee County Social Services is required to provide for eligible individuals receiving Medicaid. The attached contract is for COLTS to provide transportation services to our NEMT population. Lee County Social Services completes the eligibility determination for NEMT services and when eligible schedules transportation through participating vendors.

NEMT is 100% funded by federal/state dollars. Estimated decrease in expenditures and revenues due to the implementation of Medicaid Transformation in February 2020. As approved vendors are now required to direct bill NC TRACKS for NEMT reimbursement, the county is only required to upfront the payment of transportation services for individuals that receive gas voucher assistance and individuals awaiting disability determination through the Disability Determination Section. In these instances, other methods of reimbursement are utilized to request reimbursement.

Fiscal Year Begins 07/01/2019 Ends 06/30/2020

This contract is hereby entered into by and between the Lee County Department of Social Services (the "County") and County of Lee Transit System (COLTS) (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or Social Security Number is 56-6000313.

1. **Contract Documents:** This Contract consists of the following documents:
 - (1) This contract
 - (2) The General Terms and Conditions (Attachment A)
 - (3) The Scope of Work, description of services, and rate (Attachment B)
 - (4) Federal Certification Regarding Drug-Free Workplace & Certification Regarding Nondiscrimination (Attachment C)
 - (5) Conflict of Interest (Attachment D)
 - (6) No Overdue Taxes (Attachment E)
 - (7) Federal Certification Regarding Environmental Tobacco Smoke (Attachment F)
 - (8) Federal Certification Regarding Lobbying (Attachment G)
 - (9) Federal Certification Regarding Debarment (Attachment H)
 - (10) *If applicable*, HIPAA Business Associate Addendum (checklist and forms)
 - (11) Certification of Transportation (Attachment J)
 - (12) *If applicable*, IRS federal tax exempt letter or 501 (c)(Attachment K) <http://www.irs.gov/pub/irs-fill/k1023.pdf>
 - (13) Certain Reporting and Auditing Requirements (Attachment L)
 - (14) State Certification (Attachment M)
 - (15) Attachment N - Non-Discrimination, Clean Air, Clean Water
 - (16) Contract Determination Questionnaire (required)

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

2. **Precedence among Contract Documents:** In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.
 3. **Effective Period:** This contract shall be effective on 07/01/2019 and shall terminate on 06/30/2020. This contract must be twelve months or less.
 4. **Contractor's Duties:** The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.
 5. **County's Duties:** The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed \$ 25,000.
 - a. There are no matching requirements from the Contractor.
 - b. The Contractor's matching requirement is \$ _____, which shall consist of:

<input type="checkbox"/> In-kind	<input type="checkbox"/> Cash
<input type="checkbox"/> Cash and In-kind	<input type="checkbox"/> Cash and/or In-kind
- The contributions from the Contractor shall be sourced from non-federal funds.
The total contract amount including any Contractor match shall not exceed \$25,000.

6. **Reversion of Funds:**

Any unexpended grant funds shall revert to the County Department of Social Services/Human Services upon termination of this contract.

7. Reporting Requirements:

Contractor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular- CFR Title 2 Grants and Agreements, Part 200, and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

8. Payment Provisions:

Payment shall be made in accordance with the Contract Documents as described in the Scope of Work, Attachment B.

9. Contract Administrators: All notices permitted or required to be given by one Party to the other and all questions about the contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the County:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Angelina Noel, Director	Name & Title	Angelina Noel, Director
County	Lee County DSS	County	Lee County DSS
Mailing Address	PO Box 1066	Street Address	530 Carthage Street
City, State, Zip	Sanford, NC 27331	City, State, Zip	Sanford, NC 27330
Telephone	(919)718-4690		
Fax	(919)718-4635		
Email	anoel@leecountync.gov		

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Deborah Davidson, Director	Name & Title	Deborah Davidson, Director
Company Name	Lee County Enrichment Center	Company Name	Lee County Enrichment Center
Mailing Address	1615 S Third Street	Street Address	1615 S Third Street
City State Zip	Sanford, NC 27330	City State Zip	Sanford, NC 27330
Telephone	(919)776-0501		
Fax	(919)774-7593		
Email	ddavidson@leecountync.gov		

10. Supplementation of Expenditure of Public Funds:

The Contractor assures that funds received pursuant to this contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that the Contractor otherwise expends for contract services and related programs. Funds received under this contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Contractor's total expenditure of other public funds for such services.

11. Disbursements:

As a condition of this contract, the Contractor acknowledges and agrees to make disbursements in accordance with the following requirements:

- (a) Implement adequate internal controls over disbursements;
- (b) Pre-audit all vouchers presented for payment to determine:
 - Validity and accuracy of payment
 - Payment due date
 - Adequacy of documentation supporting payment
 - Legality of disbursement
- (c) Assure adequate control of signature stamps/plates;
- (d) Assure adequate control of negotiable instruments; and
- (e) Implement procedures to insure that account balance is solvent and reconcile the account monthly.

12. Outsourcing to Other Countries:

The Contractor certifies that it has identified to the County all jobs related to the contract that have been outsourced to other countries, if any. The Contractor further agrees that it will not outsource any such jobs during the term of this contract without providing notice to the County.

13. Federal Certifications:

Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, and Lobbying. These assurances and certifications are to be signed by the contractor's authorized representative.

14. Specific Language Not Previously Addressed:

(can be deleted if not needed)

15. Signature Warranty: The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

The Contractor and the County have executed this contract in duplicate originals, with one original being retained by each party.

Signature	Date
<i>Amy M. Dalrymple</i>	<i>Chair - Lee County BOC</i>
Printed Name	Title

COUNTY

Signature <i>(must be legally authorized to sign contracts for County DSS)</i>	Date
Printed Name	Title

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

Signature of County Finance Officer	Date
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Attachment A General Terms and Conditions

Relationships of the Parties

Independent Contractor: The Contractor is and shall be deemed to be an independent contractor in the performance of this contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the County.

Subcontracting: The Contractor shall not subcontract any of the work contemplated under this contract without prior written approval from the County. Any approved subcontract shall be subject to all conditions of this contract. Only the subcontractors specified in the contract documents are to be considered approved upon award of the contract. The County shall not be obligated to pay for any work performed by any unapproved subcontractor. The Contractor shall be responsible for the performance of all of its subcontractors.

Assignment: No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the County may:

- (a) Forward the Contractor's payment check(s) directly to any person or entity designated by the Contractor, or
- (b) Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s).

In no event shall such approval and action obligate the County to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the County and the named Contractor. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the County and Contractor that any such person or entity, other than the County or the Contractor, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Indemnity and Insurance

Indemnification: The Contractor agrees to indemnify and hold harmless the County and any of their officers, agents and employees, from any claims of third parties arising out of or any act or omission of the Contractor in connection with the performance of this contract.

Insurance: During the term of the contract, the Contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Contractor shall provide and maintain the following coverage and limits:

- (a) **Worker's Compensation** - The contractor shall provide and maintain Worker's Compensation Insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is sublet, the Contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.
- (b) **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
- (c) **Automobile Liability Insurance:** The Contractor shall provide automobile liability insurance with a combined single limit of \$500,000.00 for bodily injury and property damage; a limit of \$500,000.00 for uninsured/under insured motorist coverage; and a limit of \$2,000.00 for medical payment coverage. The Contractor shall provide this insurance for all automobiles that are:
 - (a) owned by the Contractor and used in the performance of this contract;
 - (b) hired by the Contractor and used in the performance of this contract; and
 - (c) Owned by Contractor's employees and used in performance of this contract ("non-owned vehicle insurance"). Non-owned vehicle insurance protects employers when employees use their personal vehicles for work purposes. Non-owned vehicle insurance supplements, but **does** not replace, the car-owner's liability insurance.

The Contractor is not required to provide and maintain automobile liability insurance on any vehicle – owned, hired, or non-owned – unless the vehicle is used in the performance of this contract.

- (d) The insurance coverage minimums specified in subparagraph (a) are exclusive of defense costs.
- (e) The Contractor understands and agrees that the insurance coverage minimums specified in subparagraph (a) are not limits, or caps, on the Contractor's liability or obligations under this contract.
- (f) The Contractor may obtain a waiver of any one or more of the requirements in subparagraph (a) by demonstrating that it has insurance that provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The County shall be the sole judge of whether such a waiver should be granted.
- (g) The Contractor may obtain a waiver of any one or more of the requirements in paragraph (a) by demonstrating that it is self-insured and that its self-insurance provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The County shall be the sole judge of whether such a waiver should be granted.
- (h) Providing and maintaining the types and amounts of insurance or self-insurance specified in this paragraph is a material obligation of the Contractor and is of the essence of this contract.
 - (i) The Contractor shall only obtain insurance from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in the State of North Carolina. All such insurance shall meet all laws of the State of North Carolina.
 - (j) The Contractor shall comply at all times with all lawful terms and conditions of its insurance policies and all lawful requirements of its insurer.
 - (k) The Contractor shall require its subcontractors to comply with the requirements of this paragraph.
 - (l) The Contractor shall demonstrate its compliance with the requirements of this paragraph by submitting certificates of insurance to the County before the Contractor begins work under this contract.

Transportation of Clients by Contractor:

The contractor will maintain Insurance requirements if required as noted under Article 7 Rule R2-36 of the North Carolina Utilities Commission.

Default and Termination

Termination Without Cause: The County may terminate this contract without cause by giving 30 days written notice to the Contractor.

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable

compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor's breach of this agreement, and the County may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the County may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

Waiver of Default: Waiver by the County of any default or breach in compliance with the terms of this contract by the Provider shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the County and the Contractor and attached to the contract.

Availability of Funds: The parties to this contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the County.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: All deliverable items produced pursuant to this contract are the exclusive property of the County. The Contractor shall not assert a claim of copyright or other property interest in such deliverables.

Federal Intellectual Property Bankruptcy Protection Act: The Parties agree that the County shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365 (n) and any amendments thereto.

Compliance with Applicable Laws

Compliance with Laws: The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Title VI, Civil Rights Compliance: In accordance with Federal law and U.S. Department of Agriculture (USDA) and U.S. Department of Health and Human Services (HHS) policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability. Under the Food Stamp Act and USDA policy, discrimination is prohibited also on the basis of religion or political beliefs.

Equal Employment Opportunity: The Contractor shall comply with all federal and State laws relating to equal employment opportunity.

Health Insurance Portability and Accountability Act (HIPAA): The Contractor agrees that, if the County determines that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the County may require to ensure compliance.

- (a) **Data Security:** The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.
- (b) **Duty to Report:** The Contractor shall report a suspected or confirmed security breach to the local Department of Social Services/Human Services Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.
- (c) **Cost Borne by Contractor:** If any applicable federal, state, or local law, regulation, or rule requires the Contractor to give written notice of a security breach to affected persons, the Contractor shall bear the cost of the notice.

Trafficking Victims Protection Act of 2000 :

The Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104)

Executive Order # 24: It is unlawful for any vendor, contractor, subcontractor or supplier of the state to make gifts or to give favors to any state employee. For additional information regarding the specific requirements and exemptions, contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the County. The Contractor acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this contract.

Oversight

Access to Persons and Records: The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the Division. State 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 Contract 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. The record retention period for Temporary Assistance for Needy Families (TANF) and MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

Warranties and Certifications

Date and Time Warranty: The Contractor warrants that the product(s) and service(s) furnished pursuant to this contract ("product" includes, without limitation, any piece

of equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interfaces therein) that perform any date and/or time data recognition function, calculation, or sequencing will support a four digit year format and will provide accurate date/time data and leap year calculations. This warranty shall survive the termination or expiration of this contract.

Certification Regarding Collection of Taxes: G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors that meet one of the conditions of G.S. 105-164.8(b) and yet refuse to collect use taxes on sales of tangible personal property to purchasers in North Carolina. The conditions include: (a) maintenance of a retail establishment or office; (b) presence of representatives in the State that solicit sales or transact business on behalf of the vendor; and (c) systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. The Contractor certifies that it and all of its affiliates (if any) collect all required taxes.

E-Verify

Pursuant to G.S. 143-48.5 and G.S. 147-33.95(g), 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

Miscellaneous

Choice of Law: The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, are governed by the laws of North Carolina. The Contractor, by signing this contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be the county in which the contract originated. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be the county where the contract originated, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This contract may not be amended orally or by performance. Any amendment must be made in

written form and executed by duly authorized representatives of the County and the Contractor.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this contract shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of this contract.

Key Personnel: The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the County. The term "key personnel" includes any and all persons identified as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

Care of Property: The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this contract and will reimburse the County for loss of, or damage to, such property. At the termination of this contract, the Contractor shall contact the County for instructions as to the disposition of such property and shall comply with these instructions.

Travel Expenses: Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates established in County policy.

Sales/Use Tax Refunds: If eligible, the Contractor and all subcontractors shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Contractor shall not use the award of this contract as a part of any news release or commercial advertising.

ATTACHMENT B – Scope of Work Federal Tax Id. or SSN 56-6000313

A. CONTRACTOR INFORMATION

1. Contractor Agency Name: COLTS

2. *If different* from Contract Administrator Information in General Contract:
Address

Telephone Number: 919-776-7201 Fax Number: 919-718-4626 Email:
ddavidson@leecountync.gov

3. Name of Program (s): Medicaid Transportation

4. Status: Public Private, Not for Profit Private, For Profit

5. Contractor's Financial Reporting Year July through June

B. Explanation of Services to be provided and to whom (include SIS Service Code):
Service Code 380- Medicaid Transportation

C. Rate per unit of Service (define the unit):

1. If Standard Fixed Rate, Maximum Allowable:

COLTS Rates for July 1, 2019 – June 30, 2020:

- Within the county, transportation will be billed at the rate of \$2.00 per mile, per qualified passenger, with a minimum charge of \$2.00 for any trip less than one mile.
- Out-of-county transportation will be billed one-way at a flat rate of \$35.00 to Cary, Raleigh, Durham, Moncure, Pittsboro, Chapel Hill, Pinehurst, Southern Pines; \$50.00 to Fayetteville; and \$65.00 to Greensboro.
- Reimbursement is contingent upon funding.

D. Number of units to be provided: Number of individuals to be served varies and requests for service will be determined by the medical need, recipient eligibility and will be contingent upon funding.

E. Details of Billing process and Time Frames: Process for billing will be completed following NC TRACKS procedures.

F. Area to be served/Delivery site(s): Lee County residents who meet eligibility criteria and who are authorized by the Lee County Department of Social Services.

(Signature of County Authorized Person)

(Signature of Contractor)

(Date Submitted)

(Date Submitted)

COLTS

ATTACHMENT C

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
AND CERTIFICATION REGARDING NONDISCRIMINATION**

Lee County Department of Social Services

- I. By execution of this Agreement 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 County 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

COLTS

Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).

II. The site(s) for the performance of work done in connection with the specific agreement are listed below:

1. 112 Hillcrest Drive (COLTS' address)
(Street address)

Sanford, NC 27330
(City, county, state, zip code)

2.
(Street address)

(City, county, state, zip code)

Contractor will inform the County of any additional sites for performance of work under this agreement.

False certification or violation of the certification shall be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment **45 C.F.R. Section 82.510. Section 4 CFR Part 85, Section 85.615 and 86.620.**

Certification Regarding Nondiscrimination

The Vendor 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.

COLTS

Signature Chair- Lee County Board of Commissioners
Title

County of Lee Transit System
Agency/Organization _____
Date

(Certification signature should be same as Contract signature.)

ATTACHMENT D

Conflict of Interest Policy

The Board of Directors/Trustees or other governing persons, officers, employees or agents are to avoid any conflict of interest, even the appearance of a conflict of interest. The Organization's Board of Directors/Trustees or other governing body, officers, staff and agents are obligated to always act in the best interest of the organization. This obligation requires that any Board member or other governing person, officer, employee or agent, in the performance of Organization duties, seek only the furtherance of the Organization mission. At all times, Board members or other governing persons, officers, employees or agents, are prohibited from using their job title, the Organization's name or property, for private profit or benefit.

A. The Board members or other governing persons, officers, employees, or agents of the Organization should neither solicit nor accept gratuities, favors, or anything of monetary value from current or potential contractors/vendors, persons receiving benefits from the Organization or persons who may benefit from the actions of any Board member or other governing person, officer, employee or agent. This is not intended to preclude bona-fide Organization fund raising-activities.

B. A Board or other governing body member may, with the approval of Board or other governing body, receive honoraria for lectures and other such activities while not acting in any official capacity for the Organization. Officers may, with the approval of the Board or other governing body, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If a Board or other governing body member, officer, employee or agent is acting in any official capacity, honoraria received in connection with activities relating to the Organization are to be paid to the Organization.

C. No Board member or other governing person, officer, employee, or agent of the Organization shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his knowledge, any of the following has a financial interest in that purchase or contract:

1. The Board member or other governing person, officer, employee, or agent;
2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
3. An organization in which any of the above is an officer, director, or employee;
4. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.

D. **Duty to Disclosure** -- Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to the Board or other governing body or one's supervisor immediately.

E. **Board Action** -- When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists. In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of and vote of the Board of Directors/Trustees or other governing body.

F. **Violations of the Conflicts of Interest Policy** -- If the Board of Directors/Trustees or other governing body has reasonable cause to believe a member, officer, employee or agent has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose. If, after hearing the person's response and after making further investigation as warranted by the circumstances, the Board of Directors/Trustees or other

governing body determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

G. **Record of Conflict** -- The minutes of the governing board and all committees with board delegated powers shall contain:

1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Approved by:

County of Lee Transit System
Name of Organization

Signature of Organization Official

Date

NOTARIZED CONFLICT OF INTEREST POLICY

State of North Carolina

County of _____

I, _____, Notary Public for said County and State, certify that

_____ personally appeared before me this day and acknowledged

that he/she is _____ of _____ [enter name of entity]

and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held on the _____ day of _____, _____.

Sworn to and subscribed before me this _____ day of _____, _____.

(Official Seal)

Notary Public

My Commission expires _____, 20 _____

Attachment E – No Overdue Tax Debts

Instructions: Grantee/Provider should complete this certification for all funds received. Entity should enter appropriate data in the yellow highlighted areas. The completed and signed form must be provided to the County Department of Social Services.

**County of Lee Transit System
112 Hillcrest Drive
Sanford NC 27330**

May 1, 2019

To: Lee County Department of Social Services

Certification:

We certify that the The County of Lee Transit System does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S.) 143C-10-1b.

Sworn Statement:

Amy M. Dalrymple and Lisa G. Minter being duly sworn, say that we are the Board Chair and Assistant County Manager/Finance Officer, respectively, of County of Lee Transit System of Sanford in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

Board Chair

Assistant County Manager/Finance Officer

Sworn to and subscribed before me on the day of the date of said certification.

(Notary Signature and Seal)

My Commission Expires: _____

¹ G.S. 105-243.1 defines: Overdue tax debt. – Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement.”

Attachment G

Lee County Department of Social Services

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned 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 Federal, state or local government agency, a Member of Congress, a Member of the General Assembly, an officer or employee of Congress, an officer or employee of the General Assembly, an employee of a Member of Congress, or an employee of a Member of the General Assembly in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal or state 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 Federal, state or local government agency, a Member of Congress, a Member of the General Assembly, an officer or employee of Congress, an officer or employee of the General Assembly, an employee of a Member of Congress, or an employee of a Member of the General Assembly in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) 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 and not more than \$100,000 for each such failure.

Notwithstanding other provisions of federal OMB Circulars-CFR Title 2, Grants and Agreements, Part 200, costs associated with the following activities are unallowable:

Paragraph A.

- (1) Attempts to influence the outcomes of any Federal, State, or local election, referendum, initiative, or similar procedure, through in kind or cash contributions, endorsements, publicity, or similar activity;
- (2) Establishing, administering, contributing to, or paying the expenses of a political party, campaign, political action committee, or other organization established for the purpose of influencing the outcomes of elections;
- (3) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation through communication with any member or employee of the Congress or State legislature (including efforts to influence State or local officials to engage in similar lobbying activity), or with any Government official or employee in connection with a decision to sign or veto enrolled legislation;

- (4) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation by preparing, distributing or using publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign; or
- (5) Legislative liaison activities, including attendance at legislative sessions or committee hearings, gathering information regarding legislation, and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in unallowable lobbying.

The following activities as enumerated in Paragraph B are accepted from the coverage of Paragraph A:
Paragraph B.

- (1) Providing a technical and factual presentation of information on a topic directly related to the performance of a grant, contract or other agreement through hearing testimony, statements or letters to the Congress or a State legislature, or subdivision, member, or cognizant staff member thereof, in response to a documented request (including a Congressional Record notice requesting testimony or statements for the record at a regularly scheduled hearing) made by the recipient member, legislative body or subdivision, or a cognizant staff member thereof; provided such information is readily obtainable and can be readily put in deliverable form; and further provided that costs under this section for travel, lodging or meals are unallowable unless incurred to offer testimony at a regularly scheduled Congressional hearing pursuant to a written request for such presentation made by the Chairman or Ranking Minority Member of the Committee or Subcommittee conducting such hearing.
- (2) Any lobbying made unallowable by subparagraph A (3) to influence State legislation in order to directly reduce the cost, or to avoid material impairment of the organization's authority to perform the grant, contract, or other agreement.
- (3) Any activity specifically authorized by statute to be undertaken with funds from the grant, contract, or other agreement.

Paragraph C.

- (1) When an organization seeks reimbursement for indirect costs, total lobbying costs shall be separately identified in the indirect cost rate proposal, and thereafter treated as other unallowable activity costs in accordance with the procedures of subparagraph B.(3).
- (2) Organizations shall submit, as part of the annual indirect cost rate proposal, a certification that the requirements and standards of this paragraph have been complied with.
- (3) Organizations shall maintain adequate records to demonstrate that the determination of costs as being allowable or unallowable pursuant to this section complies with the requirements of this Circular.
- (4) Time logs, calendars, or similar records shall not be required to be created for purposes of complying with this paragraph during any particular calendar month when: (1) the employee engages in lobbying (as defined in subparagraphs (a) and (b)) 25 percent or less of the employee's compensated hours of employment during that calendar month, and (2) within the preceding five-year period, the organization has not materially misstated allowable or unallowable costs of any nature, including legislative lobbying costs. When conditions (1) and (2) are met, organizations are not required to establish records to support the allowability of claimed costs in addition to records already required or maintained. Also, when conditions (1) and (2) are met, the absence of time logs, calendars, or similar records will not serve as a basis for disallowing costs by contesting estimates of lobbying time spent by employees during a calendar month.
- (5) Agencies shall establish procedures for resolving in advance, in consultation with OMB, any significant questions or disagreements concerning the interpretation or application of this section. Any such advance resolution shall be binding in any subsequent settlements, audits or investigations with respect to that grant or contract for purposes of interpretation of this Circular; provided, however, that this shall not be construed to prevent a contractor or grantee from contesting the lawfulness of such a determination.

Paragraph D.

Executive lobbying costs. Costs incurred in attempting to improperly influence either directly or indirectly, an employee or officer of the Executive Branch of the Federal Government to give consideration or to act regarding a sponsored agreement or a regulatory matter are unallowable. Improper influence means any influence that induces or tends to induce a Federal employee or officer to give consideration or to act regarding a federally sponsored agreement or regulatory matter on any basis other than the merits of the matter.

_____	<i>Chair, Lee County Board of Commissioners</i>
Signature	Title
<i>County of Lee Transit System</i>	_____
Agency/Organization	Date

(Certification signature should be same as Contract signature.)

ATTACHMENT H

Lee County Department of Social Services

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this proposal, 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 originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to which the 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. You may contact the person to which 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 proposal that it will include this 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 of which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement 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 Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this proposal, 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.

(2) 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.

Signature

Chair - Lee County Board of Commissioners

Title

County of Lee Transit System

Agency/Organization

Date

(Certification signature should be same as Contract signature.)

COLTS

ATTACHMENT J

CERTIFICATION REGARDING TRANSPORTATION

Lee County Department of Social Services

By execution of this Agreement the Contractor certifies that it will provide safe client transportation by:

1. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be at least 18 years of age;
2. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be licensed to operate the specific vehicle used in transporting clients in accordance with Chapter 20-7 of the General Statutes of North Carolina and the Division of Motor Vehicle requirements;
3. Insuring that all vehicles transporting clients shall have at least the minimum level of liability insurance appropriate for the type of vehicle as defined by Article 7, Rule R2-36 of the North Carolina Utilities Commission;
4. Insuring that the contractor shall have written policies and procedures regarding how drivers handle and report client emergencies and/or vehicle crashes involving clients to contractor and how contractor notifies the Lee County Department of Social Services;
5. Insuring that no more than one quarter of one percent of all trips be missed by the contractor during the course of the contract period; *(Medicaid only)*
6. Insuring that that no more than five percent (5%) of trips should be late for recipient drop off to their appointment per month; *(Medicaid only)*
7. Contractor will maintain records documenting the following *(The following must be provided quarterly)*:
 - a. Valid current copies of Drivers License for all drivers;
 - b. Current valid Vehicle Registration, for all vehicles transporting clients;
 - c. Driving records for all drivers for the past three years and with annual updates;
 - d. Criminal Background checks through North Carolina Law Enforcement or NCIC prior to employment and every three years thereafter;
 - e. Alcohol and Drug Testing policy to meet the Federal Transit Authority guidelines.
8. Disclosing, at the outset of the contract, upon renewal and upon request, any criminal convictions or other reasons for disqualifications from participation in Medicare, Medicaid or Title XX programs *(signature on this form confirms this statement)*.

Signature

Chair, Lee County Board of Commissioners
Title

County of Lee Transit System
Agency/Organization

Date

(Certification signature should be same as Contract signature.)

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
- 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
- G.S. 143-48.5: 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
- G.S. 143-59.2: 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
- G.S. 143B-139.6C: 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.

haven country” as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; or

(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

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.

Local government is specifically exempt from Article 2 of Chapter 64 of the North Carolina General Statutes. However, local government is subject to and must comply with North Carolina General Statute 153A-99.1, which states in part as follows:

(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.

Counties Must Use E-Verify - Each county shall register and participate in E-Verify to verify the work authorization of new employees hired to work in the United States.

(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.

(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:

- (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.

- (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

Contractor’s Name: County of Lee Transit System

Contractor’s Authorized Agent: Signature _____ Date _____

Printed Name Amy M. Dabynak Title Chair - Lee County Board of Commissioners

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.

ATTACHMENT N

Lee County Department of Social Services

CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT, CLEAN WATER ACT

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.

The Contractor must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

Meaningful Access for LEP Individuals: **The Contractor** that participate in the SNAP must take reasonable steps to ensure that LEP persons have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single language minorities in certain project areas. SNAP Contractors that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in the Food and Nutrition Act of 2008, as amended, Title VI of the Civil Rights Act of 1964 (Title VI) and SNAP program regulations at 7 CFR 272A(b). They also risk noncompliance with the USDA policy guidance titled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", published in 79 FR 70771 - 70784 (November 28, 2014).

The Contractor should develop an implementing plan to address the language assistance needs of the LEP population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. LEP needs should be considered in developing budgets and front line staff should understand how to obtain language assistance services. For additional assistance and information regarding LEP matters, please also visit <http://www.lep.gov>.

Ensuring Equal Opportunity Access for Persons with Disabilities: The Contractor must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations.

DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (ITTY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: <http://www.ada.gov>.

IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)

- a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

V. The Clean Water Act; 33 U.S.C. §1251 et seq. (1972)

- a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:
 - (i) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and
 - (ii) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.
- f. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.
- g. In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).

Signature

Chair - Lee County Board of Commissioners
Title

County of Lee Transit System
Agency/Organization

Date

(Certification signature should be same as Contract signature.)

The County of Lee North Carolina

Vendor/Contractor Name: COLTS

IRAN DIVESTMENT ACT CERTIFICATION
REQUIRED BY N.C.G.S. 147-86.59

As of the date listed below, the Vendor/Contractor listed above certifies that they are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. Contractor/Vendor shall not utilize any subcontractor that is identified on the list.

E-VERIFY CERTIFICATION
REQUIRED BY N.C.G.S. 143-48.5 & 147-33.95(g)

As of the date listed below, the Vendor/Contractor listed above and all Vendor/Contractor's subcontractors certify that they are in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina 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.

The undersigned hereby certifies that he/she is authorized by the entity listed above to make the foregoing statement.

Signature _____

Amy M. Dalrymple
Printed Name

Date _____

Chair - Lee County Board of
Printed Title Commissioners



LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

ITEM #:
II. E.

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

MEETING DATE: May 6, 2019

SUBJECT: Non-Emergency Medicaid Transportation Contract

DEPARTMENT: Social Services

CONTACT PERSON: Angelina Noel, Director

TYPE: Consent Agenda Action Item Public Hearing Information

REQUEST	Approve the contract with Rights Transportation for Non-Emergency Medicaid Transformation
BUDGET IMPACT	The FY 19-20 budget includes \$20,000 in estimated revenues and expenditures. NEMT is 100% funded by state and federal dollars, no county match.
ATTACHMENTS	Rights Transportation, Inc. Contract
PRIOR BOARD ACTION	None
RECOMMENDATION	Approve the contract for Rights Transportation, Inc. to provide transportation services for NEMT clients.
SUMMARY	

Non-Emergency Medicaid Transportation is a mandated service that Lee County Social Services is required to provide for eligible individuals receiving Medicaid. The attached contract is for Rights Transportation to provide transportation services to our NEMT population. Lee County Social Services completes the eligibility determination for NEMT services and when eligible schedules transportation through participating vendors.

NEMT is 100% funded by federal/state dollars. Estimated decrease in expenditures and revenues due to the implementation of Medicaid Transformation in February 2020. As approved vendors are now required to direct bill NC TRACKS for NEMT reimbursement, the county is only required to upfront the payment of transportation services for individuals that receive gas voucher assistance and individuals awaiting disability determination through the Disability Determination Section. In these instances, other methods of reimbursement are utilized.

Fiscal Year Begins 07/01/2019 Ends 06/30/2020

This contract is hereby entered into by and between the Lee Department of Social Services (the "County") and Right Transportation, Inc (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number is 47-5334438

1. **Contract Documents:** This Contract consists of the following documents:
- (1) This contract
 - (2) The General Terms and Conditions (Attachment A)
 - (3) The Scope of Work, description of services, and rate (Attachment B)
 - (4) Federal Certification Regarding Drug-Free Workplace & Certification Regarding Nondiscrimination (Attachment C)
 - (5) Conflict of Interest (Attachment D)
 - (6) No Overdue Taxes (Attachment E)
 - (7) Federal Certification Regarding Lobbying (Attachment G)
 - (8) Federal Certification Regarding Debarment (Attachment H)
 - (9) Certification of Transportation (Attachment J)
 - (10) State Certification (Attachment M)
 - (11) Attachment N - Non-Discrimination, Clean Air, Clean Water
 - (12) Contract Determination Questionnaire (required)

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

2. **Precedence among Contract Documents:** In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.
3. **Effective Period:** This contract shall be effective on 07/01/2019 and shall terminate on 06/30/2020, This contract must be twelve months or less.
4. **Contractor's Duties:** The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.
5. **County's Duties:** The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed \$ 20,000.

a. There are no matching requirements from the Contractor.

b. The Contractor's matching requirement is \$ _____, which shall consist of:

<input type="checkbox"/> In-kind	<input type="checkbox"/> Cash
<input type="checkbox"/> Cash and In-kind	<input type="checkbox"/> Cash and/or In-kind

The contributions from the Contractor shall be sourced from non-federal funds.
The total contract amount including any Contractor match shall not exceed \$ _____.

6. **Reversion of Funds:**
Any unexpended grant funds shall revert to the County Department of Social Services/Human Services upon termination of this contract.

7. Reporting Requirements:

Contractor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular- CFR Title 2 Grants and Agreements, Part 200, and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

8. Payment Provisions:

Payment shall be made in accordance with the Contract Documents as described in the Scope of Work, Attachment B.

9. Contract Administrators: All notices permitted or required to be given by one Party to the other and all questions about the contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the County:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Angelina Noel, Director	Name & Title	Angelina Noel, Director
County	Lee County DSS	County	Lee County DSS
Mailing Address	PO Box 1066	Street Address	530 Carthage Street
City, State, Zip	Sanford, NC 27331	City, State, Zip	Sanford, NC 27330
Telephone	(919)718-4690		
Fax	(919)718-4635		
Email	anoel@leecountync.gov		

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Tanisha Elliot, Owner/CEO	Name & Title	Tanisha Elliot, Owner/CEO
Company Name	Right Transportation, Inc	Company Name	Right Transportation, Inc
Mailing Address	PO Box 9852	Street Address	304 South Steele Street
City State Zip	Fayetteville, NC 28311	City State Zip	Sanford, NC 27330
Telephone	(202)210-8153 / (919)756-1627		
Fax	(201)606-7958		
Email	tmelliott1908@gmail.com		

10. Supplementation of Expenditure of Public Funds:

The Contractor assures that funds received pursuant to this contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that the Contractor otherwise expends for contract services and related programs. Funds received under this contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Contractor's total expenditure of other public funds for such services.

11. Disbursements:

As a condition of this contract, the Contractor acknowledges and agrees to make disbursements in accordance with the following requirements:

- (a) Implement adequate internal controls over disbursements;
- (b) Pre-audit all vouchers presented for payment to determine:
 - Validity and accuracy of payment
 - Payment due date
 - Adequacy of documentation supporting payment
 - Legality of disbursement
- (c) Assure adequate control of signature stamps/plates;
- (d) Assure adequate control of negotiable instruments; and
- (e) Implement procedures to insure that account balance is solvent and reconcile the account monthly.

12. Outsourcing to Other Countries:

The Contractor certifies that it has identified to the County all jobs related to the contract that have been outsourced to other countries, if any. The Contractor further agrees that it will not outsource any such jobs during the term of this contract without providing notice to the County.

13. Federal Certifications:


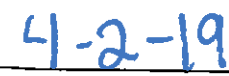


Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, and Lobbying. These assurances and certifications are to be signed by the contractor's authorized representative.

14. Specific Language Not Previously Addressed:

(can be deleted if not needed)

15. Signature Warranty: The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

The Contractor and the County have executed this contract in duplicate originals, with one original being retained by each party.

	
Signature	Date
	
Printed Name	Title

COUNTY

Signature <i>(must be legally authorized to sign contracts for County DSS)</i>	Date
Printed Name	Title

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

Signature of County Finance Officer	Date
-------------------------------------	------

Attachment A General Terms and Conditions

Relationships of the Parties

Independent Contractor: The Contractor is and shall be deemed to be an independent contractor in the performance of this contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the County.

Subcontracting: The Contractor shall not subcontract any of the work contemplated under this contract without prior written approval from the County. Any approved subcontract shall be subject to all conditions of this contract. Only the subcontractors specified in the contract documents are to be considered approved upon award of the contract. The County shall not be obligated to pay for any work performed by any unapproved subcontractor. The Contractor shall be responsible for the performance of all of its subcontractors.

Assignment: No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the County may:

- (a) Forward the Contractor's payment check(s) directly to any person or entity designated by the Contractor, or
- (b) Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s).

In no event shall such approval and action obligate the County to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the County and the named Contractor. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the County and Contractor that any such person or entity, other than the County or the Contractor, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Indemnity and Insurance

Indemnification: The Contractor agrees to indemnify and hold harmless the County and any of their officers, agents and employees, from any claims of third parties arising out of or any act or omission of the Contractor in connection with the performance of this contract.

Insurance: During the term of the contract, the Contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Contractor shall provide and maintain the following coverage and limits:

- (a) **Worker's Compensation** - The contractor shall provide and maintain Worker's Compensation Insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is sublet, the Contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.
- (b) **Commercial General Liability - General Liability Coverage** on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
- (c) **Automobile Liability Insurance:** The Contractor shall provide automobile liability insurance with a combined single limit of \$500,000.00 for bodily injury and property damage; a limit of \$500,000.00 for uninsured/under insured motorist coverage; and a limit of \$2,000.00 for medical payment coverage. The Contractor shall provide this insurance for all automobiles that are:
 - (a) owned by the Contractor and used in the performance of this contract;
 - (b) hired by the Contractor and used in the performance of this contract; and
 - (c) Owned by Contractor's employees and used in performance of this contract ("non-owned vehicle insurance"). Non-owned vehicle insurance protects employers when employees use their personal vehicles for work purposes. Non-owned vehicle insurance supplements, but does not replace, the car-owner's liability insurance.

The Contractor is not required to provide and maintain automobile liability insurance on any vehicle – owned, hired, or non-owned -- unless the vehicle is used in the performance of this contract.

- (d) The insurance coverage minimums specified in subparagraph (a) are exclusive of defense costs.
- (e) The Contractor understands and agrees that the insurance coverage minimums specified in subparagraph (a) are not limits, or caps, on the Contractor's liability or obligations under this contract.
- (f) The Contractor may obtain a waiver of any one or more of the requirements in subparagraph (a) by demonstrating that it has insurance that provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The County shall be the sole judge of whether such a waiver should be granted.
- (g) The Contractor may obtain a waiver of any one or more of the requirements in paragraph (a) by demonstrating that it is self-insured and that its self-insurance provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The County shall be the sole judge of whether such a waiver should be granted.
- (h) Providing and maintaining the types and amounts of insurance or self-insurance specified in this paragraph is a material obligation of the Contractor and is of the essence of this contract.
 - (i) The Contractor shall only obtain insurance from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in the State of North Carolina. All such insurance shall meet all laws of the State of North Carolina.
 - (j) The Contractor shall comply at all times with all lawful terms and conditions of its insurance policies and all lawful requirements of its insurer.
 - (k) The Contractor shall require its subcontractors to comply with the requirements of this paragraph.
 - (l) The Contractor shall demonstrate its compliance with the requirements of this paragraph by submitting certificates of insurance to the County before the Contractor begins work under this contract.

Transportation of Clients by Contractor:

The contractor will maintain Insurance requirements if required as noted under Article 7 Rule R2-36 of the North Carolina Utilities Commission.

Default and Termination

Termination Without Cause: The County may terminate this contract without cause by giving 30 days written notice to the Contractor.

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable

compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor's breach of this agreement, and the County may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the County may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

Waiver of Default: Waiver by the County of any default or breach in compliance with the terms of this contract by the Provider shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the County and the Contractor and attached to the contract.

Availability of Funds: The parties to this contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the County.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: All deliverable items produced pursuant to this contract are the exclusive property of the County. The Contractor shall not assert a claim of copyright or other property interest in such deliverables.

Federal Intellectual Property Bankruptcy Protection Act: The Parties agree that the County shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365 (n) and any amendments thereto.

Compliance with Applicable Laws

Compliance with Laws: The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Title VI, Civil Rights Compliance: In accordance with Federal law and U.S. Department of Agriculture (USDA) and U.S. Department of Health and Human Services (HHS) policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability. Under the Food Stamp Act and USDA policy, discrimination is prohibited also on the basis of religion or political beliefs.

Equal Employment Opportunity: The Contractor shall comply with all federal and State laws relating to equal employment opportunity.

Health Insurance Portability and Accountability Act (HIPAA): The Contractor agrees that, if the County determines that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the County may require to ensure compliance.

- (a) **Data Security:** The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.
- (b) **Duty to Report:** The Contractor shall report a suspected or confirmed security breach to the local Department of Social Services/Human Services Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.
- (c) **Cost Borne by Contractor:** If any applicable federal, state, or local law, regulation, or rule requires the Contractor to give written notice of a security breach to affected persons, the Contractor shall bear the cost of the notice.

Trafficking Victims Protection Act of 2000 :

The Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104)

Executive Order # 24: It is unlawful for any vendor, contractor, subcontractor or supplier of the state to make gifts or to give favors to any state employee. For additional information regarding the specific requirements and exemptions, contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the County. The Contractor acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this contract.

Oversight

Access to Persons and Records: The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the Division. State 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 Contract 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. The record retention period for Temporary Assistance for Needy Families (TANF) and MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

Warranties and Certifications

Date and Time Warranty: The Contractor warrants that the product(s) and service(s) furnished pursuant to this contract ("product" includes, without limitation, any piece

of equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interfaces therein) that perform any date and/or time data recognition function, calculation, or sequencing will support a four digit year format and will provide accurate date/time data and leap year calculations. This warranty shall survive the termination or expiration of this contract.

Certification Regarding Collection of Taxes: G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors that meet one of the conditions of G.S. 105-164.8(b) and yet refuse to collect use taxes on sales of tangible personal property to purchasers in North Carolina. The conditions include: (a) maintenance of a retail establishment or office; (b) presence of representatives in the State that solicit sales or transact business on behalf of the vendor; and (c) systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. The Contractor certifies that it and all of its affiliates (if any) collect all required taxes.

E-Verify

Pursuant to G.S. 143-48.5 and G.S. 147-33.95(g), 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

Miscellaneous

Choice of Law: The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, are governed by the laws of North Carolina. The Contractor, by signing this contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be the county in which the contract originated. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be the county where the contract originated, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This contract may not be amended orally or by performance. Any amendment must be made in

written form and executed by duly authorized representatives of the County and the Contractor.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this contract shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of this contract.

Key Personnel: The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the County. The term "key personnel" includes any and all persons identified as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

Care of Property: The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this contract and will reimburse the County for loss of, or damage to, such property. At the termination of this contract, the Contractor shall contact the County for instructions as to the disposition of such property and shall comply with these instructions.

Travel Expenses: Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates established in County policy.

Sales/Use Tax Refunds: If eligible, the Contractor and all subcontractors shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Contractor shall not use the award of this contract as a part of any news release or commercial advertising.

ATTACHMENT B – Scope of Work Federal Tax Id. or SSN 47-5334438

A. CONTRACTOR INFORMATION

1. Contractor Agency Name: Right Transportation, Inc.
2. *If different* from Contract Administrator Information in General Contract:
Address

Telephone Number: Fax Number: Email:

3. Name of Program (s): Medicaid Transportation
4. Status: Public Private, Not for Profit Private, For Profit
5. Contractor's Financial Reporting Year January through December

B. Explanation of Services to be provided and to whom (include SIS Service Code):
Service Code 380- Medicaid Transportation

C. Rate per unit of Service (define the unit):

1. If Standard Fixed Rate, Maximum Allowable:

Right Transportation, Inc. rates for July 1, 2019 – June 30, 2020:

- Transportation will be billed at Right Transportation, Inc. rate of \$1.50 per mile, per qualified passenger, with a minimum charge of \$1.50 for any trip less than one mile.
- Reimbursement is contingent upon funding.

2. Negotiated County Rate.

D. Number of units to be provided: Number of individuals to be served varies and requests for service will be determined by the medical need, recipient eligibility and will be contingent upon funding.

E. Details of Billing process and Time Frames: Monthly invoices are due by the first of each month.

F. Area to be served/Delivery site(s): Lee County residents who meet eligibility criteria and who are authorized by the Lee County Department of Social Services.

(Signature of County Authorized Person)

(Date Submitted)


(Signature of Contractor)

4-2-19
(Date Submitted)

Right Transportation, Inc.

ATTACHMENT C

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS AND CERTIFICATION REGARDING NONDISCRIMINATION

Lee County Department of Social Services

- I. By execution of this Agreement 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 County 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

Right Transportation, Inc.

Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).

II. The site(s) for the performance of work done in connection with the specific agreement are listed below:

1. 304 Steele Street
(Street address)

Sanford, NC 27330
(City, county, state, zip code)

2.
(Street address)

(City, county, state, zip code)

Contractor will inform the County of any additional sites for performance of work under this agreement.

False certification or violation of the certification shall be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment **45 C.F.R. Section 82.510. Section 4 CFR Part 85, Section 85.615 and 86.620.**

Certification Regarding Nondiscrimination

The Vendor 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.

Right Transportation, Inc.

Janisha Z. Evans President
Signature Title

Right TRANSPORTATION, INC 4-2-19
Agency/Organization Date

(Certification signature should be same as Contract signature.)

ATTACHMENT D

Conflict of Interest Policy

The Board of Directors/Trustees or other governing persons, officers, employees or agents are to avoid any conflict of interest, even the appearance of a conflict of interest. The Organization's Board of Directors/Trustees or other governing body, officers, staff and agents are obligated to always act in the best interest of the organization. This obligation requires that any Board member or other governing person, officer, employee or agent, in the performance of Organization duties, seek only the furtherance of the Organization mission. At all times, Board members or other governing persons, officers, employees or agents, are prohibited from using their job title, the Organization's name or property, for private profit or benefit.

A. The Board members or other governing persons, officers, employees, or agents of the Organization should neither solicit nor accept gratuities, favors, or anything of monetary value from current or potential contractors/vendors, persons receiving benefits from the Organization or persons who may benefit from the actions of any Board member or other governing person, officer, employee or agent. This is not intended to preclude bona-fide Organization fund raising-activities.

B. A Board or other governing body member may, with the approval of Board or other governing body, receive honoraria for lectures and other such activities while not acting in any official capacity for the Organization. Officers may, with the approval of the Board or other governing body, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If a Board or other governing body member, officer, employee or agent is acting in any official capacity, honoraria received in connection with activities relating to the Organization are to be paid to the Organization.

C. No Board member or other governing person, officer, employee, or agent of the Organization shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his knowledge, any of the following has a financial interest in that purchase or contract:

1. The Board member or other governing person, officer, employee, or agent;
2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
3. An organization in which any of the above is an officer, director, or employee;
4. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.

D. **Duty to Disclosure** -- Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to the Board or other governing body or one's supervisor immediately.

E. **Board Action** -- When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists. In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of and vote of the Board of Directors/Trustees or other governing body.

F. **Violations of the Conflicts of Interest Policy** -- If the Board of Directors/Trustees or other governing body has reasonable cause to believe a member, officer, employee or agent has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose. If, after hearing the person's response and after making further investigation as warranted by the circumstances, the Board of Directors/Trustees or other

governing body determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

G. Record of Conflict -- The minutes of the governing board and all committees with board delegated powers shall contain:

1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Approved by:

Right TRANSPORTATION, INC.
Name of Organization

Tanisha Elliott Evans
Signature of Organization Official

4-3-19
Date

NOTARIZED CONFLICT OF INTEREST POLICY

State of North Carolina

County of District of Columbia

I, Karen N. Freeman, Notary Public for said County and State, certify that

TANISHA ELLIOTT EVANS personally appeared before me this day and acknowledged

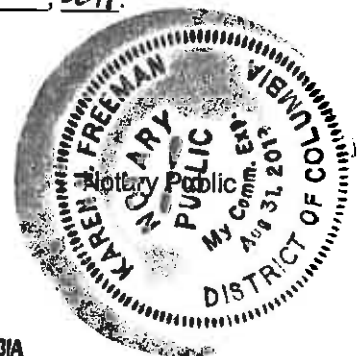
that he/she is President of Right TRANSPORTATION, INC [enter name of entity]

and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held on the 1st day of JANUARY, 2018.

Sworn to and subscribed before me this 30 day of April, 2019.

(Official Seal)

My Commission expires August 31, 2019



Attachment E – No Overdue Tax Debts

Right Transportation, Inc.

301 S Steele Street, Sanford, NC 28323

Office: 910-260-8000 Office@righttransportation.biz

Fax: 910-795-2493

April 2, 2019


To: Lee County Department of Social Services

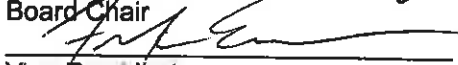
Certification:

We certify that the Right Transportation, Inc. does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S.) 143C-10-1b.

Sworn Statement:

Tanisha Elliott Evans and Frank Evans being duly sworn, say that we are the Board Chair and President and Vice President, respectively, of Right Transportation, Inc. of Sanford in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.


Board Chair

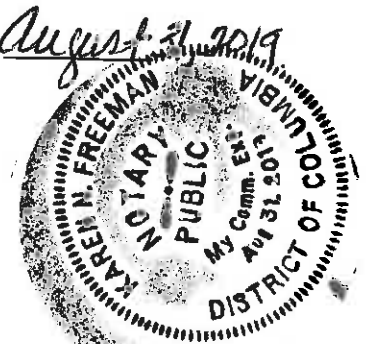

Vice President

Sworn to and subscribed before me on the day of the date of said certification.


(Notary Signature and Seal)

My Commission Expires: August 31, 2019

KAREN N. FREEMAN
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires August 31, 2019



¹ G.S. 105-243.1 defines: Overdue tax debt. – Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement."

Attachment G

Lee County Department of Social Services

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned 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 Federal, state or local government agency, a Member of Congress, a Member of the General Assembly, an officer or employee of Congress, an officer or employee of the General Assembly, an employee of a Member of Congress, or an employee of a Member of the General Assembly in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal or state 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 Federal, state or local government agency, a Member of Congress, a Member of the General Assembly, an officer or employee of Congress, an officer or employee of the General Assembly, an employee of a Member of Congress, or an employee of a Member of the General Assembly in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) 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 and not more than \$100,000 for each such failure.

Notwithstanding other provisions of federal OMB Circulars-CFR Title 2, Grants and Agreements, Part 200, costs associated with the following activities are unallowable:

Paragraph A.

- (1) Attempts to influence the outcomes of any Federal, State, or local election, referendum, initiative, or similar procedure, through in kind or cash contributions, endorsements, publicity, or similar activity;
- (2) Establishing, administering, contributing to, or paying the expenses of a political party, campaign, political action committee, or other organization established for the purpose of influencing the outcomes of elections;
- (3) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation through communication with any member or employee of the Congress or State legislature (including efforts to influence State or local officials to engage in similar lobbying activity), or with any Government official or employee in connection with a decision to sign or veto enrolled legislation;

- (4) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation by preparing, distributing or using publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign; or
- (5) Legislative liaison activities, including attendance at legislative sessions or committee hearings, gathering information regarding legislation, and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in unallowable lobbying.

The following activities as enumerated in Paragraph B are accepted from the coverage of Paragraph A:
Paragraph B.

- (1) Providing a technical and factual presentation of information on a topic directly related to the performance of a grant, contract or other agreement through hearing testimony, statements or letters to the Congress or a State legislature, or subdivision, member, or cognizant staff member thereof, in response to a documented request (including a Congressional Record notice requesting testimony or statements for the record at a regularly scheduled hearing) made by the recipient member, legislative body or subdivision, or a cognizant staff member thereof; provided such information is readily obtainable and can be readily put in deliverable form; and further provided that costs under this section for travel, lodging or meals are unallowable unless incurred to offer testimony at a regularly scheduled Congressional hearing pursuant to a written request for such presentation made by the Chairman or Ranking Minority Member of the Committee or Subcommittee conducting such hearing.
- (2) Any lobbying made unallowable by subparagraph A (3) to influence State legislation in order to directly reduce the cost; or to avoid material impairment of the organization's authority to perform the grant, contract, or other agreement.
- (3) Any activity specifically authorized by statute to be undertaken with funds from the grant, contract, or other agreement.

Paragraph C.

- (1) When an organization seeks reimbursement for indirect costs, total lobbying costs shall be separately identified in the indirect cost rate proposal, and thereafter treated as other unallowable activity costs in accordance with the procedures of subparagraph B.(3).
- (2) Organizations shall submit, as part of the annual indirect cost rate proposal, a certification that the requirements and standards of this paragraph have been complied with.
- (3) Organizations shall maintain adequate records to demonstrate that the determination of costs as being allowable or unallowable pursuant to this section complies with the requirements of this Circular.
- (4) Time logs, calendars, or similar records shall not be required to be created for purposes of complying with this paragraph during any particular calendar month when: (1) the employee engages in lobbying (as defined in subparagraphs (a) and (b)) 25 percent or less of the employee's compensated hours of employment during that calendar month, and (2) within the preceding five-year period, the organization has not materially misstated allowable or unallowable costs of any nature, including legislative lobbying costs. When conditions (1) and (2) are met, organizations are not required to establish records to support the allowability of claimed costs in addition to records already required or maintained. Also, when conditions (1) and (2) are met, the absence of time logs, calendars, or similar records will not serve as a basis for disallowing costs by contesting estimates of lobbying time spent by employees during a calendar month.
- (5) Agencies shall establish procedures for resolving in advance, in consultation with OMB, any significant questions or disagreements concerning the interpretation or application of this section. Any such advance resolution shall be binding in any subsequent settlements, audits or investigations with respect to that grant or contract for purposes of interpretation of this Circular; provided, however, that this shall not be construed to prevent a contractor or grantee from contesting the lawfulness of such a determination.

Paragraph D.

Executive lobbying costs. Costs incurred in attempting to improperly influence either directly or indirectly, an employee or officer of the Executive Branch of the Federal Government to give consideration or to act regarding a sponsored agreement or a regulatory matter are unallowable. Improper influence means any influence that induces or tends to induce a Federal employee or officer to give consideration or to act regarding a federally sponsored agreement or regulatory matter on any basis other than the merits of the matter.

<u>Joshua Z. Evans</u>	<u>President</u>
Signature	Title
<u>Right Transportation, Inc.</u>	<u>4-2-19</u>
Agency/Organization	Date

(Certification signature should be same as Contract signature.)

ATTACHMENT H

Lee County Department of Social Services

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this proposal, 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 originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to which the 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. You may contact the person to which 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 proposal that it will include this 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

Right Transportation, Inc.

certification is erroneous. A participant may decide the method and frequency of which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement 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 Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this proposal, 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.

(2) 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.

Janishe Z. Zuma President
Signature Title

Right Transportation, Inc. 4-2-19
Agency/Organization Date

(Certification signature should be same as Contract signature.)

Right Transportation, Inc.

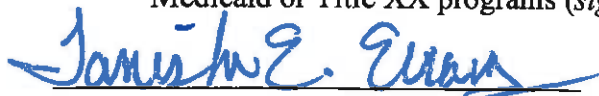
ATTACHMENT J

CERTIFICATION REGARDING TRANSPORTATION

Lee County Department of Social Services


By execution of this Agreement the Contractor certifies that it will provide safe client transportation by:

1. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be at least 18 years of age;
2. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be licensed to operate the specific vehicle used in transporting clients in accordance with Chapter 20-7 of the General Statutes of North Carolina and the Division of Motor Vehicle requirements;
3. Insuring that all vehicles transporting clients shall have at least the minimum level of liability insurance appropriate for the type of vehicle as defined by Article 7, Rule R2-36 of the North Carolina Utilities Commission;
4. Insuring that the contractor shall have written policies and procedures regarding how drivers handle and report client emergencies and/or vehicle crashes involving clients to contractor and how contractor notifies the Lee County Department of Social Services;
5. Insuring that no more than one quarter of one percent of all trips be missed by the contractor during the course of the contract period; *(Medicaid only)*
6. Insuring that that no more than five percent (5%) of trips should be late for recipient drop off to their appointment per month; *(Medicaid only)*
7. Contractor will maintain records documenting the following *(The following must be provided quarterly)*:
 - a. Valid current copies of Drivers License for all drivers;
 - b. Current valid Vehicle Registration, for all vehicles transporting clients;
 - c. Driving records for all drivers for the past three years and with annual updates;
 - d. Criminal Background checks through North Carolina Law Enforcement or NCIC prior to employment and every three years thereafter;
 - e. Alcohol and Drug Testing policy to meet the Federal Transit Authority guidelines.
8. Disclosing, at the outset of the contract, upon renewal and upon request, any criminal convictions or other reasons for disqualifications from participation in Medicare, Medicaid or Title XX programs *(signature on this form confirms this statement)*.


Signature


Title


Agency/Organization


Date

(Certification signature should be same as Contract signature.)

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
- 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
- G.S. 143-48.5: 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
- G.S. 143-59.2: 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
- G.S. 143B-139.6C: 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
Local government is specifically exempt from Article 2 of Chapter 64 of the North Carolina General Statutes. However, local government is subject to and must comply with North Carolina General Statute 153A-99.1, which states in part as follows:
Counties Must Use E-Verify - Each county shall register and participate in E-Verify to verify the work authorization of new employees hired to work in the United States.
- (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: Right TRANSPORTATION, INC.

Contractor's Authorized Agent: Signature Tanisha E. Evans Date 4-3-19

Printed Name TANISHA EVANS Title President

Witness:

Signature Africa Marsh Date 4/3/2019
Printed Name Africa Marsh Title Med. Cred. Coordinator

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

ATTACHMENT N

Lee County Department of Social Services

CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT, CLEAN WATER ACT

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.

The Contractor must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

Meaningful Access for LEP Individuals: **The Contractor** that participate in the SNAP must take reasonable steps to ensure that LEP persons have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single language minorities in certain project areas. SNAP Contractors that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in the Food and Nutrition Act of 2008, as amended, Title VI of the Civil Rights Act of 1964 (Title VI) and SNAP program regulations at 7 CFR 272A(b). They also risk noncompliance with the USDA policy guidance titled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", published in 79 FR 70771 - 70784 (November 28, 2014).

The Contractor should develop an implementing plan to address the language assistance needs of the LEP population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. LEP needs should be considered in developing budgets and front line staff should understand how to obtain language assistance services. For additional assistance and information regarding LEP matters, please also visit <http://www.lep.gov>.

Ensuring Equal Opportunity Access for Persons with Disabilities: **The Contractor** must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations.

DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (ITV) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: <http://www.ada.gov>.

IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)

- a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

V. The Clean Water Act; 33 U.S.C. §1251 et seq. (1972)

- a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:
 - (i) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and
 - (ii) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.
- f. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.
- g. In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).

Janisha E. Evans
Signature

President
Title

Right Transportation, Inc.
Agency/Organization

4-2-19
Date

(Certification signature should be same as Contract signature.)

The County of Lee North Carolina

Vendor/Contractor Name: Right Transportation, Inc.

**IRAN DIVESTMENT ACT CERTIFICATION
REQUIRED BY N.C.G.S. 147-86.59**

As of the date listed below, the Vendor/Contractor listed above certifies that they are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. Contractor/Vendor shall not utilize any subcontractor that is identified on the list.

**E-VERIFY CERTIFICATION
REQUIRED BY N.C.G.S. 143-48.5 & 147-33.95(g)**

As of the date listed below, the Vendor/Contractor listed above and all Vendor/Contractor's subcontractors certify that they are in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina 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.

The undersigned hereby certifies that he/she is authorized by the entity listed above to make the foregoing statement.

Tanisha Zuhrt Evans

Signature

TANISHA ELLIOTT EVANS

Printed Name

4-2-19

Date

President

Printed Title

CONTRACT PROVIDER NAME: Right Transportation, Inc.

CONTRACT PERIOD: 07/01/2019 - 06/30/2020

PROVIDER'S FISCAL YEAR: January - December

**CONTRACT DETERMINATION QUESTIONNAIRE
(PURCHASE OF SERVICE VS. FINANCIAL ASSISTANCE)**

Instructions: Enter 5 points for each factor in either the yes or no column. Once the entire list has been completed tally the points in each column. The column with the most points should be a good indicator of the designation of the organization—either Financial Assistance (Grant) or Vendor (Purchase of Service).

Determination Factors	5 points	5 points
	Financial Assistance YES	Purchase of Service NO
1 Does the provider determine eligibility?		5
2 Does the provider provide administrative functions such as Develop program standards procedures and rules?		5
3 Does the provider provide administrative functions such as Program Planning?		5
4 Does the provider provide administrative functions such as Monitoring?		5
5 Does the provider provide administrative functions such as Program Evaluation?		5
6 Does the provider provide administrative functions such as Program Compliance?		5
7 Is provider performance measured against whether specific objectives are met?		5
8 Does the provided have responsibility for programmatic decision making?		5
9 Is the provider objective to carry out a public purpose to support an overall program objective?		5
10 Does the provider have to submit a cost report to satisfy a cost reimbursement arrangement?		5
11 Does the provider have any obligation to the funding authority other than the delivery of the specified goods/services?		5
12 Does the provider operate in a noncompetitive environment?		5
13 Does the provider provide these or similar goods and/or services only to the funding agency?		5
14 Does the provide these or similar goods and/or services outside normal business operations?		5
TOTAL	0	70

Note: The authorized individual(s) must place an X in one of the boxes below to indicate the type of contractual arrangement for this contract , then sign and date where indicated.

FINANCIAL ASSISTANCE

PURCHASE SERVICE

Billy Benderson
Signature of Authorized Programmatic Individual

4/10/19
DATE

Angela Neal
Signature of Authorized Administrative Individual

4/15/19
DATE



LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

ITEM #:
II. F.

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

MEETING DATE: May 6, 2019

SUBJECT: LCGC 4th Floor Hallway Replacement

DEPARTMENT: General Services

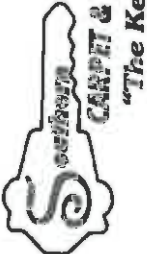
CONTACT PERSON: Russell Spivey, 919.718.4622 x5380

TYPE: Consent Agenda Action Item Public Hearing Information

REQUEST	Increase labor costs for the LCGC 4 th Floor Hallway Replacement Project
BUDGET IMPACT	Funds were approved in the FY2018-19 Budget, Increase of \$4,608.67
ATTACHMENTS	Estimates from Southern Carpet
PRIOR BOARD ACTION	The Board of Commissioners approved the LCGC 4 th Floor Hallway Replacement Project on February 20, 2019
RECOMMENDATION	Approve the increased costs
SUMMARY	

Additional costs for increased labor are being requested due to the fact that when the carpet was removed, the VCT tiles underneath the carpet were found to be loose, and had to be removed, and disposed of, in order for the manufacturer warranty to be honored. Also, a wider baseboard will have to be installed due to abnormal wall conditions.

RESIDENTIAL &
COMMERCIAL
512 Wicker Street
Sanford, NC 27330-4138
819-775-3657
819-775-3647



Invoice #
ESTIMATE

Bill To: Lee County General Services
Address: PO Box 1988
Sanford, NC 27331-1968
Date: April 23, 2019

Telephone: _____ Home: _____ Business: _____

Purchase Order #	Job Name & Location	List Builder, Invoice# & Buyer Name for Upgrades			
	Gov't Center 4th Floor DSS Hallway	Gov't Center 4th Floor DSS Hallway			
Amount	Category (box, carton, roll, etc.)	Total # of Units OR Square Feet	Description	Unit Price	Total
		3879.96	DEMO & Disposal of Layer of VCT under CPT	0.75	2,909.97

Subfloors or results of movements of subfloors or nails are not warranted.
Installer: _____
Date Complete: _____
 ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified above. Payment will be made within 30 days or refer to stipulations at the bottom of this form.
Exactly One Year Installation Warranty From Date of Original Purchase.

Customer Signature: _____ Date: _____

Authorized Signature: Dea W. Clark Date: 4/23/19
 Prices are subject to change after 30 days. 50% Deposit Required On All Purchases.

All cash purchases require the unpaid balance due on delivery. This is merchandise sold under this contract payable with the seller and the unpaid balance has been paid in full. A service charge of 1.2% monthly will be charged to all past due accounts and any legal fees that may occur in the collection of this contract. Performance of this contract is subject to delay due to conditions that may be beyond the seller's control. This contract shall not be binding on the seller until approved by the company representative.
Thank You For Your Business!

RESIDENTIAL &
COMMERCIAL
512 Wicker Street
Sanford, NC 27330-4138
819-775-3657
819-775-3647



Invoice #
ESTIMATE

Bill To: Lee County General Services
Address: PO Box 1988
Sanford, NC 27331-1968
Date: April 23, 2019

Telephone: _____ Home: _____ Business: _____

Purchase Order #	Job Name & Location	List Builder, Invoice# & Buyer Name for Upgrades			
	Gov't Center 4th Floor DSS Hallway	Gov't Center 4th Floor DSS Hallway			
Amount	Category (box, carton, roll, etc.)	Total # of Units OR Square Feet	Description	Unit Price	Total
			Provide 6" Brown Base		1,495.00

Subfloors or results of movements of subfloors or nails are not warranted.
Installer: _____
Date Complete: _____
 ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified above. Payment will be made within 30 days or refer to stipulations at the bottom of this form.
Exactly One Year Installation Warranty From Date of Original Purchase.

Customer Signature: _____ Date: _____

Authorized Signature: Dea W. Clark Date: 4/23/19
 Prices are subject to change after 30 days. 50% Deposit Required On All Purchases.

All cash purchases require the unpaid balance due on delivery. This is merchandise sold under this contract payable with the seller and the unpaid balance has been paid in full. A service charge of 1.2% monthly will be charged to all past due accounts and any legal fees that may occur in the collection of this contract. Performance of this contract is subject to delay due to conditions that may be beyond the seller's control. This contract shall not be binding on the seller until approved by the company representative.
Thank You For Your Business!



ITEM #:
II. G.

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

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

MEETING DATE: May 6, 2019

SUBJECT: Renewal Contract for Inmate Labor with North Carolina Department of Public Safety

DEPARTMENT: General Services

CONTACT PERSON: Russell Spivey, General Services Director

TYPE: Consent Agenda Action Item Public Hearing Information

REQUEST	Renew 1-year contract for inmate labor
BUDGET IMPACT	Funds are included in the 2019-2020 budget
ATTACHMENTS	(1) Letter from John Godfrey, DPS Warden I (2) Annual Contract
PRIOR BOARD ACTION	Approved contract on May 21, 2018 for the current year
RECOMMENDATION	Click to enter text.
SUMMARY	

The current contract between Lee County General Services and the North Carolina Department of Public Safety (Corrections Division) for inmate labor will expire on June 30, 2019. Both parties request to renew the contract which provides six (6) inmates to work for \$1.00 per day each inmate under the supervision of Lee County General Services.



North Carolina Department of Public Safety
Prisons

Roy Cooper, Governor
Erik A. Hooks, Secretary

Reuben F. Young, Interim Chief Deputy Secretary
Kenneth E. Lassiter, Director

April 24, 2019

Russell Spivey
Lee County Operational Service
PO Box 1968
Sanford, NC 27331

RE: Renewal Contract for inmate labor between Lee County Operational Service and North Carolina Department of Public Safety

Attached for your review and approval is the proposed labor contract between Sanford Correctional Center and Lee County Operational Service. The Inmate Labor Contract was revised in 2010 and now includes information concerning the Prison Rape Elimination Act of 2003 (PREA). This revision is noted on page 7, Part VIII (Logistics), of the labor contract. There is no change in the contract amount. Our current contract will expire June 30, 2019 and it is our recommendation that the contract will be renewed for the period of July 1, 2019 through June 30, 2020. We look forward to working with you and your staff.

If further information is needed or if you have any questions or concerns, please advise. I can be reached at (919) 776-4325 ext. 213.

Sincerely,

John M. Godfrey, Warden I
Sanford Correctional Center #4360

MAILING ADDRESS:
Sanford Correctional Center
P. O. Box 2490
Sanford, NC 27330
www.ncdps.gov



An Equal Opportunity Employer

OFFICE LOCATION:
Sanford Correctional Center
417 Advancement Center Road
Sanford, NC 27330
Telephone: (919) 776-4325
Fax: (919) 774-1866

DC-251 (Revised April 2010)

Account Number 1037

New Contract

Modified Contract

Renewal

Job Code H10004-001

**NC DEPARTMENT OF CORRECTION
DIVISION OF PRISONS
INMATE LABOR CONTRACT**

FACILITY NAME AND NUMBER Sanford Correctional Center #4360 DATE 04/24/19

AGENCY NAME AND BILLING ADDRESS Lee County Operational Service (LCOS), P.O. Box 1968, Sanford
NC 27331, Attn: Russell Spivey

Project Beginning Date: July 1, 2019 Project Ending Date: June 30, 2020

PROJECT DESCRIPTION: Duties will include, but are not limited to, janitorial, grounds/building maintenance, cleaning park/recreation area maintenance, public works projects, roadside cleaning, recycling projects and other governmental agency projects.

PROJECT COST

LABOR:

Number of Laborers 6 x \$1.00 per 8 hour work day = 6x260 Projected Number of Days of Project =
\$1560 Total Projected Labor Cost

ADMINISTRATIVE:

Administrative Cost Waived Not Waived _____ / _____
(Region Director Signature) Date

PROJECT TOTAL COST TO BE BILLED \$1560.00 ("Total Projected Labor COST" plus "Administrative COST" above)

INVOICE TO BE SUBMITTED: Monthly Quarterly Semi-annually Annually
 Other (specify) _____

APPROVED BY:

1. Governmental Agency authority Date

2. Facility Head Date

3. Region Director Date

4. Program Services Manager Date

Form Distribution by Program Services: Original -Facility Copy -Program Services, Region Office, and Accounting

DC-251 (Revised April 2010)

**NORTH CAROLINA DEPARTMENT OF CORRECTION
DIVISION OF PRISONS**

INMATE LABOR AGREEMENT

DATE: 04/24/2019

For the purpose of employing inmate labor from the Division of Prisons, the following terms are agreed upon by the Division of Prisons and the Lee County Operational Services (LCOS).

I. Logistics

- A. Inmate labor will be supplied by Division of Prisons. All inmates assigned to labor contracts will be English speaking or have completed English as a second language training.
- B. Inmates will be provided lunch by Division of Prisons.
- C. Transportation will be supplied by LCOS. Work schedules will also be furnished by LCOS.
- D. Inmates may work eight (8) hours per day, seven (7) days per week. This will include travel time to and from the correctional facility. Schedules may be varied or staggered depending upon the assigned work station. Inmates may be authorized to work in excess of eight (8) hours per day, with the authorization of Division of Prisons. (Note: The agency will be billed \$1.00 per 8 hour workday, even if the inmate(s) work less than an eight (8) hour day.)
- E. No inmate will be allowed to work in an area that is not supervised by a Custodial Agent.
- F. No inmate will be allowed to work on school property, e.g., private or public elementary, middle or high schools, while students are on the property. No sex offender inmate will be assigned or allowed to work on the property of any educational facility, e.g., private or public elementary, middle, high school, community college or university, etc.
- G. The Division of Prisons has zero-tolerance for undue familiarity or sexual abuse with an offender. It is the contract agency's duty to report any allegations of inmate sexual violence either by another inmate, correctional staff, correctional agents, agency vendors and/or volunteers. (see Section VIII below)

II. Work Station/Duties

- A. Work stations may be any property owned or leased by LCOS.
- B. Inmates are allowed to perform manual labor tasks such as the following:
 - 1. Floor care duties including sweeping, mopping, vacuuming and buffing.

DC-251 (Revised April 2010)

Inmates are not allowed to operate motorized floor cleaning equipment designed to transport the operator.

2. Furniture, fixtures, windows and cabinetry cleaning, dusting and/or polishing that is done from the floor or a step ladder.
3. Custodial duties such as emptying trash cans, carrying out trash, restocking supplies in restrooms, moving furniture, and setting up furniture.
4. Motor vehicle maintenance, washing and vacuuming which does not require the inmate to be on elevated surfaces more than four feet tall, without appropriate fall protection. Acceptable fall protection would include ladders, standard railings on working surfaces, properly erected scaffolding or a personal fall arrest system. *Inmates are not allowed to operate motor vehicles for any reason and cannot be allowed to have the keys for operating a motor vehicle for any reason.*
5. Grounds care duties including litter pick up, grass mowing, weed eating, pruning, hedge trimming, leaf blowing, raking, applying herbicides and pesticides, setting out and taking up small plants and bushes. *Inmates must be trained by managers and supervisors in the safe operation of any powered equipment. Inmates can be trained to operate riding mowers. All equipment must have manufacturer and OSHA required warning labels, safety guards and devices in good condition. Inmates applying herbicides and pesticides must be trained and closely supervised by a duly licensed applicator responsible to insure the inmate follow regulations and safe work practices. Inmates must receive hazard communication training on all chemicals they work with. They must be provided with all necessary personal protective equipment for the task they are performing.*
6. Minor building maintenance duties including painting, caulking, clearing rain gutters and power washing that can be done from the ground, ladder, properly constructed and erected scaffolding or with an approved personal fall arrest system.
7. Right of way & drainage maintenance using bush axes & shovels.

Inmate labor contract duties and tasks are expected to be for basic manual labor, such as those listed above, and normally utilizing manual tools such as shovels, brooms, mops, bush axes, etc. Inmates can be trained to use basic powered lawn care equipment, including riding mowers. This list of tasks is not exclusive of others but anything outside the scope of these types of work activities should be discussed with, and approved by, the correctional facility's management before assigning the inmate to perform the proposed duties.

- C. Inmates are not allowed to perform hazardous duties such as the following:
1. Work with electric transmission utility line crews in any capacity.
 2. Work within ten feet of any unguarded, energized electrical transmission lines or high voltage equipment, and/or within ten feet of any conductive object involved in a task near unguarded, energized electrical transmission lines or high voltage equipment.

DC-251 (Revised April 2010)

3. Enter any permit required confined space including but not limited to sewer manholes, lift stations, water tanks, chlorine contact chambers, utility vaults, salt bins, etc.
4. Disturb any suspected or confirmed asbestos containing materials including but not limited to thermal system insulation, vinyl floor tiles, flooring mastic, roofing, roofing felts, exterior shingle siding, acoustical ceiling tiles, fire proofing materials, solid wallboard (transite), cement water pipes, cement asbestos, sheetrock or fire doors. *Typical work activities which would disturb suspected or confirmed asbestos containing materials are normally part of renovation or demolition projects which require removal or destruction of existing materials, equipment or structures.*
5. Disturb any suspected or confirmed lead based paint by sanding, scraping, cutting, sawing, welding or power washing. *Typical work activities which could disturb suspected or confirmed lead based paint are normally part of remodeling, renovation, repair, window case replacement, electrical/plumbing/carpentry work and preparing surfaces for painting.*
6. Perform or participate in sandblasting work.
7. Operate heavy equipment or aerial man lifts of any kind. Some examples of prohibited equipment are: tractors, bull dozers, back hoes, cranes, grade alls, road construction equipment, fork lifts, boom trucks, etc. *(However, inmates are allowed to perform maintenance and repair work on this type of equipment.)*
8. Perform any task that requires the use of a respirator due to exceeding the contaminant's permissible exposure limits.
9. Work over or in water where a drowning hazard exists, without the appropriate protection, such as: standard railings, personal fall arrest systems, personal flotation devices, ring buoys and/or skiffs, as required by the OSHA standards.
10. Work in trenches or excavations four feet deep or greater.
11. Work on or adjacent to public roads and highways without the proper Manual on Uniform Traffic Control Device (MUTCD) work zone safety set up utilizing the correct traffic control devices and high visibility vests, provided by Division of Prisons.
12. Operate chain saws.
13. Sit, stand or ride on any piece of equipment in a manner not consistent with the design of said vehicle or machinery while that equipment has its motor running or is moving. Examples of prohibited practices include, but are by no means limited to: standing on mower deck, riding in bucket of a loader, riding seated on a trailer hitch.

This list of tasks is not exclusive of others that might be considered too hazardous for inmate labor contracts. Any tasks or duties similar to these or in question, in regards to personnel safety, should be addressed with the correctional facility's management before assigning the inmate to perform the proposed duties. Failure to follow these guidelines may result in suspension of this contract and the removal of inmate labor.

III. Supervision

DC-251 (Revised April 2010)

- A. LCOS agrees all inmate project supervisors will receive the Department of Corrections Inmate Orientation Training. Project Supervisors, upon successful participation in Orientation Training, are designated as Custodial Agents. New employees will be scheduled to receive this orientation training prior to being allowed to supervise inmate projects without being accompanied by Correctional Officers.
- B.
1. Custodial Agent will be on-site at each workstation.
 2. Each Custodial Agent will provide the inmate with a job description and will provide the Department of Correction with a periodic inmate work performance evaluation if requested for classification purposes.
 3. The Custodial Agents of the inmates working under labor contract will provide all safety training, appropriate to the hazards and duties of each task to be performed by the inmate, in accordance with OSHA regulations. This training will include the hazards associated with the task, the proper and safe use of any equipment assigned for performing the work, the hazards associated with any chemicals used in the work, the proper safe work methods for performing the task and the correct use of any personal protective equipment needed to perform the task. This training will be ongoing and documented by the managers and supervisors for the duration of the inmate labor contract. These training records will be made available upon request from any DOP or DOC facility, region or state official, and/or safety inspectors. The training documentation must be signed and dated by the inmate and manager/supervisor who conducted the training.
 4. Work schedules will be provided by LCOS.
 5. Custodial Agents will designate break areas and ensure that inmates are supervised during all breaks.
 6. Custodial Agents are to receive annual Orientation training.
 7. Custodial Agents are to receive briefing in Undue Familiarity and Prison Rape Elimination Act (PREA) as part of Orientation training.

IV. Safety Equipment

- A. The Division of Prisons will provide state issued steel-toed shoes. No inmate will be allowed to work without steel-toed shoes.
- B. Inmates are required to wear DOP issued high visibility vests where required by safety rules and regulations and/or by Division of Prisons manager's request.
- C. The town/county/DOT and State will furnish all other personal protective equipment needed according to the OSHA standards, other regulatory guidelines and hazard analyses of the task to be performed. All equipment to be used by inmates in the performance of their assigned tasks must meet all safety requirements for guarding, warning labels, condition and operation as required by OSHA and the manufacturer.

DC-251 (Revised April 2010)

- D. The Custodial Agents of the town/county/DOT and State shall insure that all inmates utilize all required safety equipment and safe work procedures in the performance of their assigned tasks.
- E. The town/county/DOT and State supervisors, who act as the Custodial Agents shall insure that all inmates have completed all required safety training in the use of approved equipment, hazards communication and the proper use of personal protective equipment. All training has been documented and maintained on file by the agency.
- F. Inmate injury due to failure to follow safety regulations and/or use required safety equipment may result in suspension of this contract and removal of inmate labor.

V. Waiver and Billing Information

It is agreed that the North Carolina Department of Correction will waive administrative cost, transportation and custody supervision cost.

VI. Medical

Whenever any inmate assigned to the State Department of Correction shall suffer accidental injury or accidental death arising out of and in the course of employment, to which the inmate has been assigned, the provisions of G.S. 97-13, shall apply. The governmental agency shall compensate the Department of Correction.

The following procedures are to be followed when an inmate sustains an injury while on work assignment for an agency:

- 1) If the injury is serious or life threatening: the agency will contact EMS and have the injured inmate transported to the nearest medical facility. The agency must immediately notify the inmate's prison facility of the incident.
- 2) If the injury is non-serious or is non-life threatening: When the agency has trained first aid personnel on-site at the time the inmate is injured, they may provide the inmate first aid, and immediately notify the inmate's prison facility of the incident.
- 3) If the injury is non-serious or is non-life threatening: and the agency does not have trained first aid personnel onsite to render first aid that may be needed, the agency is to transport the inmate to the nearest medical facility for treatment and immediately notify the inmate's prison facility of the incident.
- 4) If the injury is non-serious or is non-life threatening: and the agency can not provide first aid or transportation to the nearest medical facility, the agency is to immediately notify the inmate's prison facility to transport the inmate for first aid.

DC-251 (Revised April 2010)

When any inmate injury occurs on a labor contract project, whether first-aid and/or medical assistance is rendered, the agency is to provide the inmate's prison facility written documentation of the incident as soon as possible.

VII. Inmate Conduct

LCOS reserves the right to refuse or return an inmate should safety, security or order is questionable and agrees to follow North Carolina Department of Correction rules and regulations as stipulated in the Supervisory Orientation Training session. Division of Prisons will be the sole party responsible for issuing disciplinary action against any inmate employed by LCOS. Any misconduct will be reported immediately to Division of Prisons facility superintendent. Either party with a 30-day notice may terminate the contract at any time.

VIII. PREA

The Department of Correction has zero-tolerance for behavior with an offender that is unduly familiar or sexually abusive. Departmental staff, correctional agents, agency vendors and volunteers are strictly prohibited from engaging in personal dealings or any conduct of a sexual nature with offenders. Conversation and conduct with offenders is to be professional at all times. Sexual acts between an offender and departmental staff, correctional agents, agency vendors and volunteers violates the federal Prison Rape Elimination Act of 2003 (PREA) and is punishable as a Class E felony in North Carolina. Under North Carolina and federal law an offender CAN NOT consent to engage in sexual activity with departmental staff, correctional agents, agency vendors and volunteers, and all such activity legally is against the will of the offender- no matter what the offender says. Additionally, it is a criminal offense for any person to sell or give any inmate any intoxicating drink, barbiturate or stimulant drug, or any narcotic, poison or poisonous substance, except upon the prescription of a physician, or to convey to or from an inmate any letters or oral messages or any instrument or weapon by which to effect an escape, or that will aid in an assault or insurrection, or to trade with an inmate for clothing or stolen goods or to sell an inmate any article forbidden by prison rules.

“As a valued Correctional Agent of the Division of Prisons, it is important to remember that any knowledge of or a report of any incidents of unduly familiar and sexual abuse involving a labor contract inmate, you have a duty to report this information immediately to your contact person at the facility of housing for the inmate and/or to the office of the Division of Prisons. You may also report the information to the Office of PREA Administration at prea@doc.state.nc.us . By signing this contract you acknowledge that you understand and will abide by this policy as outlined above.”

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

Lisa G. Minter, Finance Director

Date



LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

ITEM #:
II. H.

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

MEETING DATE: May 6, 2019

SUBJECT: Budget Amendment #05/06/19/15

DEPARTMENT: Finance

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

TYPE: Consent Agenda Action Item Public Hearing Information

REQUEST	Approval of Budget Amendment #05/06/19/15
BUDGET IMPACT	See Below
ATTACHMENTS	Budget Amendment #05/06/19/15
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Approval of Budget Amendment #05/06/19/15

SUMMARY

Approval of Budget Amendment #05/06/19/15

Sheriff – To appropriate \$3,573 in received insurance proceeds to repair a vehicle

Capital Project – To transfer \$24,326 for construction of bird enclosures and to purchase and install acoustical panels

Solid Waste – To appropriate \$20,000 from fund balance to cover the costs of waste tire disposal

MEMO TO: LEE COUNTY BOARD OF COMMISSIONERS
 FROM: DR. JOHN A CRUMPTON, LEE COUNTY MANAGER
 SUBJECT: BUDGET AMENDMENT:# 05/06/19/15
 DATE: May 6, 2019

SECTION I. THE FOLLOWING GENERAL FUND (1100) *REVENUE INCREASES* ARE HEREBY APPROVED:

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Other Revenues	1100-3930-38330	Insurance Refunds	51,113	3,573	54,686
TOTAL CHANGES				<u>3,573</u>	

SECTION II. THE FOLLOWING GENERAL FUND (1100) *EXPENSE INCREASES* ARE HEREBY APPROVED:

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Sheriff	1100-4310-43310	Maintenance-Vehicles	121,620	3,573	125,193
TOTAL CHANGES				<u>3,573</u>	

SECTION III. THE FOLLOWING SAN LEE NATURE CENTER FUND (4830) *EXPENSE INCREASES* ARE HEREBY APPROVED:

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Capital Project	4830-8100-43100	Professional Services	16,069	1,750	17,819
Capital Project	4830-8100-46180	Other Expenses	88,053	8,458	96,511
Capital Project	4830-8100-46300	General Construction	1,906,639	14,118	1,920,757
TOTAL CHANGES				<u>24,326</u>	

SECTION IV. THE FOLLOWING SAN LEE NATURE CENTER FUND (4830) *EXPENSE DECREASES* ARE HEREBY APPROVED:

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Capital Project	4830-8100-46430	Furnishings	23,145	23,145	-
Capital Project	4830-8100-46900	Contingency	23,491	23,491	-
TOTAL CHANGES				<u>23,491</u>	

SECTION V. THE FOLLOWING SOLID WASTE FUND (6200) *REVENUE INCREASES* ARE HEREBY APPROVED:

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Solid Waste	6200-3990-39900	Fund Balance Appropriated	108,050	20,000	128,050
TOTAL CHANGES				<u>20,000</u>	

SECTION VI. THE FOLLOWING SOLID WASTE FUND (6200) *EXPENSE INCREASES* ARE HEREBY APPROVED:

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Solid Waste	6200-4710-45910	Tire Disposal Fees	60,000	20,000	80,000
TOTAL CHANGES				<u>20,000</u>	

AMY M. DALRYMPLE, CHAIR

JENNIFER GAMBLE, CLERK TO THE BOARD



ITEM #:
II. I.

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

MEETING DATE: May 6, 2019

SUBJECT: Board of Elections Laptop Purchases

DEPARTMENT: Board of Elections

CONTACT PERSON: Parker Holland

TYPE: Consent Agenda Action Item Public Hearing Information

REQUEST	Purchase of 30 Laptops for Election Day Use
BUDGET IMPACT	\$25,815.78
ATTACHMENTS	Quote from DELL EMC
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Approve the purchase
SUMMARY	

Beginning January 14, 2020 Microsoft will end support of its Windows 7 operating system. As a result, the laptops that use Windows 7 will not receive security updates. Per the North Carolina State Board of Elections, by January 2020, all computers that have an installation of a SEIMS application will need to use the Windows 10 software. The purchase of these new laptops will put Lee County in compliance with the mandate of the North Carolina State Board of Elections.



A quote for your consideration!

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

Quote No.	3000037302615.1	Sales Rep	Melinda Gaines
Total	\$25,815.78	Phone	(800) 456-3355, 7250448
Customer #	3358455	Email	Melinda_Gaines@Dell.com
Quoted On	Apr. 24, 2019	Billing To	ACCOUNTS PAYABLE
Expires by	May. 24, 2019		LEE COUNTY
Deal ID	17769139		PO BOX 1968
			SANFORD, NC 27331-1968

Message from your Sales Rep

Please contact, Melinda Gaines at Melinda_Gaines@dell.com, if you have any questions or when you're ready to place an order. **Due to new PO ordering Processes, please make sure billing and shipping are correct on quote. Please make sure the shipping and billing are the same on both PO and the quote. Also please include quote number on the PO as well.** Thank you for shopping with Dell!

Regards,
 Melinda Gaines

Shipping Group

Shipping To	Shipping Method
MIS DEPT LEE COUNTY 106 HILLCREST DR SANFORD, NC 27330 (919) 718-8406	Standard Ground

Product	List Price	Unit Price	Standard Partner Discount	Additional Discount	Qty	Subtotal
Dell Latitude 3590	\$1,441.28	\$804.23	-	-	30	\$24,126.90

Shipping Group Details

Shipping To
 MIS DEPT
 LEE COUNTY
 106 HILLCREST DR
 SANFORD, NC 27330
 (919) 718-8406

Shipping Method
 Standard Ground

Description	SKU	Unit Price	Qty	Subtotal
Dell Latitude 3590		\$804.23	30	\$24,126.90
Estimated delivery if purchased today:				
May. 09, 2019				
Contract # 54AHJ				
Dell Latitude 3590 XCTO	210-ANYM	-	30	-
Intel Core i3-7020U Processor (Dual Core, 3M Cache, 2.3GHz,15W)	338-BQGQ	-	30	-
Windows 10 Pro, 64bit English	619-ANTR	-	30	-
No Productivity Software	630-AAPK	-	30	-
Intel Core i3-7020U Processor (Dual Core, 3M Cache, 2.3GHz,15W), Integrated HD Graphics 620	338-BQFS	-	30	-
8GB 2X4GB, DDR4 Memory,2400MHz,Non-ECC	370-ADIC	-	30	-
M.2 256GB SATA Class 20 Solid State Drive	400-AOTF	-	30	-
Thank You for Choosing Dell	340-ADBJ	-	30	-
Non-Touch WLAN LCD Cover with HD Camera	320-BCLV	-	30	-
15.6" HD (1366x768) Anti-Glare, Non-Touch , Camera & Microphone, WLAN Capable	391-BDNS	-	30	-
Single Pointing Non-backlit Keyboard with Number Pad (US English)	580-AGUB	-	30	-
No Mouse	570-AADK	-	30	-
Qualcomm QCA61x4A 802.11ac Dual Band (2x2) Wireless Adapter+ Bluetooth 4.1 Driver	555-BDXS	-	30	-
Qualcomm® QCA61x4A 802.11ac Dual Band (2x2) Wireless Adapter+ Bluetooth 4.2	555-BCMWW	-	30	-
No Mobile Broadband Card	362-BBBB	-	30	-
3 Cell 42Whr ExpressCharge™ Capable Battery	451-BCEW	-	30	-
65 Watt AC Adapter	450-ADTR	-	30	-
No Fingerprint and No Smart Card	346-BCQP	-	30	-
No FGA	817-BBBB	-	30	-
Win 10 Quick Reference Guide, English/French	340-BZFZ	-	30	-
US Order	332-1286	-	30	-
No Resource DVD / USB	430-XXYG	-	30	-
Dell Command Power Manager (DCPM)	525-0131	-	30	-
SupportAssist	525-BBCL	-	30	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	30	-
Dell Client System Update (Updates latest Dell Recommended BIOS,		-		

Drivers, Firmware and Apps)	658-BBMR	30	-
Waves Maxx Audio	658-BBRB	30	-
Dell Developed Recovery Environment	658-BCUV	-	30
System Shipment, Latitude 3490/3590	658-BDTB	-	30
Directship Info	340-BSDH	-	30
Shipping Material	340-BZFT	-	30
US Power Cord	537-BBBL	-	30
Safety/Environment and Regulatory Guide (English/French Multi-language)	340-AGiK	-	30
Intel(R) Core(TM) i3 Processor Label	389-BLSU	-	30
Regulatory Label included	389-BEYY	-	30
No Carrying Case	460-BBEX	-	30
No Energy Star	387-BBCE	-	30
BTO Standard Shipment (M)	800-BBGS	-	30
No Docking Station	452-BBSE	-	30
No UPC Label	389-BCGW	-	30
No Option Included	340-ACQQ	-	30
No Additional Hard Drive Selected	610-BBXQ	-	30
No Media	620-AAOH	-	30
No Anti-Virus Software	650-AAAM	-	30
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	30
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport or call 1-866-516-3115	989-3449	-	30
ProSupport: Next Business Day Onsite, 1 Year	997-6662	-	30
ProSupport: Next Business Day Onsite, 4 Year Extended	997-6666	-	30
ProSupport: 7x24 Technical Support, 5 Years	997-6675	-	30
Dell Limited Hardware Warranty	997-6727	-	30

Subtotal:	\$24,126.90
Shipping:	\$0.00
Estimated Tax:	\$1,688.88
Total:	\$25,815.78

Important Notes

Terms of Sale

Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request: Dell's Terms of Sale, which include a binding consumer arbitration provision and incorporate Dell's U.S. Return Policy and Warranty (for Consumer warranties; for Commercial warranties).

If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S.

If your purchase is for Mozy, in addition to the foregoing applicable terms, your use of the Mozy service is subject to the terms and conditions located at <https://mozy.com/about/legal/terms>.

If your purchase is for Boomi services or support, your use of the Boomi Services (and related professional service) is subject to the terms and conditions located at <https://boomi.com/msa>.

If your purchase is for Secureworks services or support, your use of the Secureworks services (and related professional service) is subject to the terms and conditions located at <https://www.secureworks.com/eula/eula-us>.

If this purchase is for (a) a storage product identified in the DELL EMC Satisfaction Guarantee Terms and Conditions located at ("Satisfaction Guarantee") and (ii) three (3) years of a ProSupport Service for such storage product, in addition to the foregoing applicable terms, such storage product is subject to the Satisfaction Guarantee.

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: **Dell Marketing L.P.**

Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.



LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

ITEM #:
III. A.

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

MEETING DATE: May 6, 2019

SUBJECT: Public Hearing on the Capital Improvements Program for FY 2020 – FY 2024

DEPARTMENT: Administration

CONTACT PERSON: Dr. John A. Crumpton, County Manager

TYPE: Consent Agenda Action Item Public Hearing Information

REQUEST	Conduct a public hearing on the Capital Improvements Program for FY 2019-2023
BUDGET IMPACT	Anticipated impact set forth in CIP by fiscal year
ATTACHMENTS	Capital Improvements Program FY 2020-2024, Requested and Recommended Project Summary
PRIOR BOARD ACTION	None
RECOMMENDATION	Conduct public hearing as advertised for this day and time.
SUMMARY	

On April 15, 2019, the Recommended Capital Improvements Program was presented to the Board for its consideration. The public hearing has been scheduled and advertised to allow public input on the plan.

CAPITAL IMPROVEMENTS PROGRAMS 2020-2024
Requested Project Summary

Requested

Requested

	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24	Total CIP	Beyond FY 23-24
Administration							
1. General Services Expansion	\$ 1,425,500	\$ -	\$ -	\$ -	\$ -	\$ 1,425,500	\$ -
2. Lee County Government Center HVAC Renovation	1,770,000	-	-	-	-	1,770,000	-
3. Judicial Building	-	-	-	3,150,000	22,200,000	25,350,000	-
Subtotal	\$ 3,195,500	\$ -	\$ -	\$ 3,150,000	\$ 22,200,000	\$ 28,545,500	\$ -
Education - Lee County Schools							
1. B.T. Bullock Roof Replacement	\$ 750,000	\$ -	\$ -	\$ -	\$ -	\$ 750,000	\$ -
2. Broadway Elementary School Roof Replacement	750,000	-	-	-	-	750,000	-
3. Tramway Elementary School Roof Replacement	750,000	-	-	-	-	750,000	-
4. Deep River Elementary School Roof Replacement	750,000	-	-	-	-	750,000	-
5. West Lee Middle School-Repairs and Renovations	-	2,100,000	-	-	-	2,100,000	-
6. East Lee Middle School-Repairs and Renovations	-	2,100,000	-	-	-	2,100,000	-
7. Southern Lee High School Roof Replacement	-	800,000	-	-	-	800,000	-
8. Bragg Street Academy Gymnasium	-	-	3,000,000	-	-	3,000,000	-
9. West Lee Middle School Gymnasium Renovations	-	-	2,850,000	-	-	2,850,000	-
10. East Lee Middle School Gymnasium Renovations	-	-	2,850,000	-	-	2,850,000	-
11. New Elementary School	-	-	-	16,598,400	-	16,598,400	-
12. Southern Lee High School Auditorium	-	-	-	-	3,600,000	3,600,000	-
13. Lee County High School Auditorium HVAC & Interior	-	-	-	-	4,000,000	4,000,000	-
14. Southern Lee High School Generator Upgrade	-	-	-	-	800,000	800,000	-
Subtotal	\$ 3,000,000	\$ 5,000,000	\$ 8,700,000	\$ 16,598,400	\$ 8,400,000	\$ 41,698,400	\$ -
Education - CCCC							
1. Library and Classroom Building	\$ -	\$ -	\$ 800,000	\$ 13,200,000	\$ -	\$ 14,000,000	\$ -
Subtotal	\$ -	\$ -	\$ 800,000	\$ 13,200,000	\$ -	\$ 14,000,000	\$ -
Community Development							
1. O.T. Sloan Park - Phase 1	\$ 240,300	\$ 500,976	\$ -	\$ -	\$ -	\$ 741,276	\$ -
2. Horton Park - Phase 1	172,500	333,720	-	-	-	506,220	-
3. Kiwanis Children's Park Place - Phase 1	135,504	280,800	-	-	-	416,304	-
4. Multi-sports Complex	-	9,850,000	11,450,000	-	-	21,300,000	-
5. Lee County Library Expansion	80,000	250,000	21,970,400	1,750,000	100,000	24,150,400	-
Subtotal	\$ 628,304	\$ 11,215,496	\$ 32,420,400	\$ 1,750,000	\$ 100,000	\$ 47,114,200	\$ -
Public Safety							
1. Lee County Sheriff's Office Firing Range	\$ 526,315	\$ -	\$ -	\$ -	\$ -	\$ 526,315	\$ -
Subtotal	\$ 526,315	\$ -	\$ -	\$ -	\$ -	\$ 526,315	\$ -
Total	\$ 7,350,119	\$ 16,215,496	\$ 42,920,400	\$ 34,698,400	\$ 30,700,000	\$ 131,884,415	\$ -

Recommended

Recommended

	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24	Total CIP	Beyond FY 23-24
Administration							
1. General Services Expansion	\$ -	\$ -	\$ -	\$ 1,425,500	\$ -	\$ 1,425,500	\$ -
2. Lee County Government Center HVAC Renovation	-	885,000	885,000	-	-	1,770,000	-
3. Judicial Building	-	-	-	3,150,000	22,200,000	25,350,000	-
Subtotal	\$ -	\$ 885,000	\$ 885,000	\$ 4,575,500	\$ 22,200,000	\$ 28,545,500	\$ -
Education - Lee County Schools							
1. B.T. Bullock Roof Replacement	\$ 750,000	\$ -	\$ -	\$ -	\$ -	\$ 750,000	\$ -
2. Broadway Elementary School Roof Replacement	750,000	-	-	-	-	750,000	-
3. Tramway Elementary School Roof Replacement	750,000	-	-	-	-	750,000	-
4. Deep River Elementary School Roof Replacement	750,000	-	-	-	-	750,000	-
5. West Lee Middle School-Repairs and Renovations	-	-	2,100,000	-	-	2,100,000	-
6. East Lee Middle School-Repairs and Renovations	-	-	2,100,000	-	-	2,100,000	-
7. Southern Lee High School Roof Replacement	-	-	800,000	-	-	800,000	-
8. Bragg Street Academy Gymnasium	-	-	-	3,000,000	-	3,000,000	-
9. West Lee Middle School Gymnasium Renovations	-	-	-	2,850,000	-	2,850,000	-
10. East Lee Middle School Gymnasium Renovations	-	-	-	2,850,000	-	2,850,000	-
11. New Elementary School	-	-	-	-	22,000,000	22,000,000	-
12. Southern Lee High School Auditorium	-	-	-	-	-	-	3,600,000
13. Lee County High School Auditorium HVAC & Interior	-	-	-	-	-	-	4,000,000
14. Southern Lee High School Generator Upgrade	-	-	-	-	-	-	800,000
Subtotal	\$ -	\$ 3,000,000	\$ 5,000,000	\$ 8,700,000	\$ 22,000,000	\$ 38,700,000	\$ 8,400,000
Education - CCCC							
1. Library and Classroom Building	\$ -	\$ -	\$ 800,000	\$ 13,200,000	\$ -	\$ 14,000,000	\$ -
Subtotal	\$ -	\$ -	\$ 800,000	\$ 13,200,000	\$ -	\$ 14,000,000	\$ -
Community Development							
1. O.T. Sloan Park - Phase 1	\$ 240,300	\$ 500,976	\$ -	\$ -	\$ -	\$ 741,276	\$ -
2. Horton Park - Phase 1	172,500	333,720	-	-	-	506,220	-
3. Kiwanis Children's Park Place - Phase 1	135,504	280,800	-	-	-	416,304	-
4. Multi-sports Complex	-	9,850,000	11,450,000	-	-	21,300,000	-
5. Lee County Library Expansion	80,000	250,000	21,970,400	1,750,000	100,000	24,150,400	-
Subtotal	\$ 548,304	\$ 10,985,496	\$ 11,450,000	\$ -	\$ -	\$ 22,983,800	\$ 24,150,400
Public Safety							
1. Lee County Sheriff's Office Firing Range	\$ 250,000	\$ 5,000,000	\$ -	\$ -	\$ -	\$ 5,250,000	\$ -
Subtotal	\$ 250,000	\$ 5,000,000	\$ -	\$ -	\$ -	\$ 5,250,000	\$ -
Total	\$ 798,304	\$ 19,850,496	\$ 18,135,000	\$ 26,475,500	\$ 44,200,000	\$ 108,458,300	\$ 32,550,400



LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

ITEM #:
V. A.

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

MEETING DATE: May 6, 2019

SUBJECT: Request to appear before the Board of Commissioners

DEPARTMENT: N/A

CONTACT PERSON: Vernon Stewart, District Attorney

TYPE: Consent Agenda Action Item Public Hearing Information

REQUEST	Mr. Stewart has requested to appear before the Board
BUDGET IMPACT	N/A
ATTACHMENTS	Request to appear before the Board form Draft Plans Email from DA's Office to State Judicial Branch
PRIOR BOARD ACTION	The Board authorized staff to begin working with Moseley Architects to address the DA's request for additional space. The County purchased several parcels of property that created a Courthouse Campus.
RECOMMENDATION	The Draft plans have been available for inspection since February. If the Commissioners would like to provide feedback to the staff or seek additional feedback from those affected by the changes this meeting is an opportunity to do this. Pleasure of the Board.
SUMMARY	

Mr. Vernon K. Stewart, the elected District Attorney, has requested to speak to the Board in reference to the renovations to the Lee County Courthouse/District Attorney's Office. Mr. Stewart's request for additional space due to the growth of staff in his office started the process of purchasing additional property and developing plans to address space needs. The basic issue is that the DA does not want to move from the second floor of the courthouse building for the reasons stated in an email that is attached. The Clerk of Court and Judges do not want to move the jury and grand jury from the second floor of the courthouse. In addition, the Judges are concerned about pedestrian and lawyer traffic behind courtrooms A & B (1 & 2) and want to restrict access to this area. These two requests cannot be accommodated in the same area due to the lack of space on the second floor. Originally the Architect offered to give multiple options, but after receiving the space needs assessments and comments from the judges, developing multiple plans that would allow the DA, the Clerk of Court and the Judges to get what they asked for is not possible. Either the DA stays on the second floor and takes over most of the space behind the courtrooms, or the DA needs to move to the Historic Courthouse. State law does not require the DA to be located in the main courthouse. The jury room is not required to be located in the main courthouse either, but the Judges believe this is what needs to happen. The County's courthouse operations are no longer being housed in one location, but on a campus. The move of the probation offices to the Old Bowling Alley started the development of a campus. There is plenty of space on our campus. However, it is not where everyone wants it.

COUNTY OF LEE

REQUEST TO APPEAR BEFORE THE BOARD OF COMMISSIONERS

According to adopted rules of procedure, any individual who wishes to appear before the Board of Commissioners must complete this request form and submit it no later than six (6) working days prior to the date of the scheduled meeting. Your request should be specific and provide sufficient information which will allow the Board to consider the matter. Copies of any supporting material should be included with this request form. Individuals requesting to appear on the agenda will be granted a maximum of ten (10) minutes to make their presentation.

Name: Vernon K. Stewart

Address: 1401 S. Horner Blvd., Sanford NC 27330

Telephone Number: 919-718-6352

E-mail Address: melanie.b.webster@nccc

Date of Meeting You Wish to Appear At: May 06, 2019

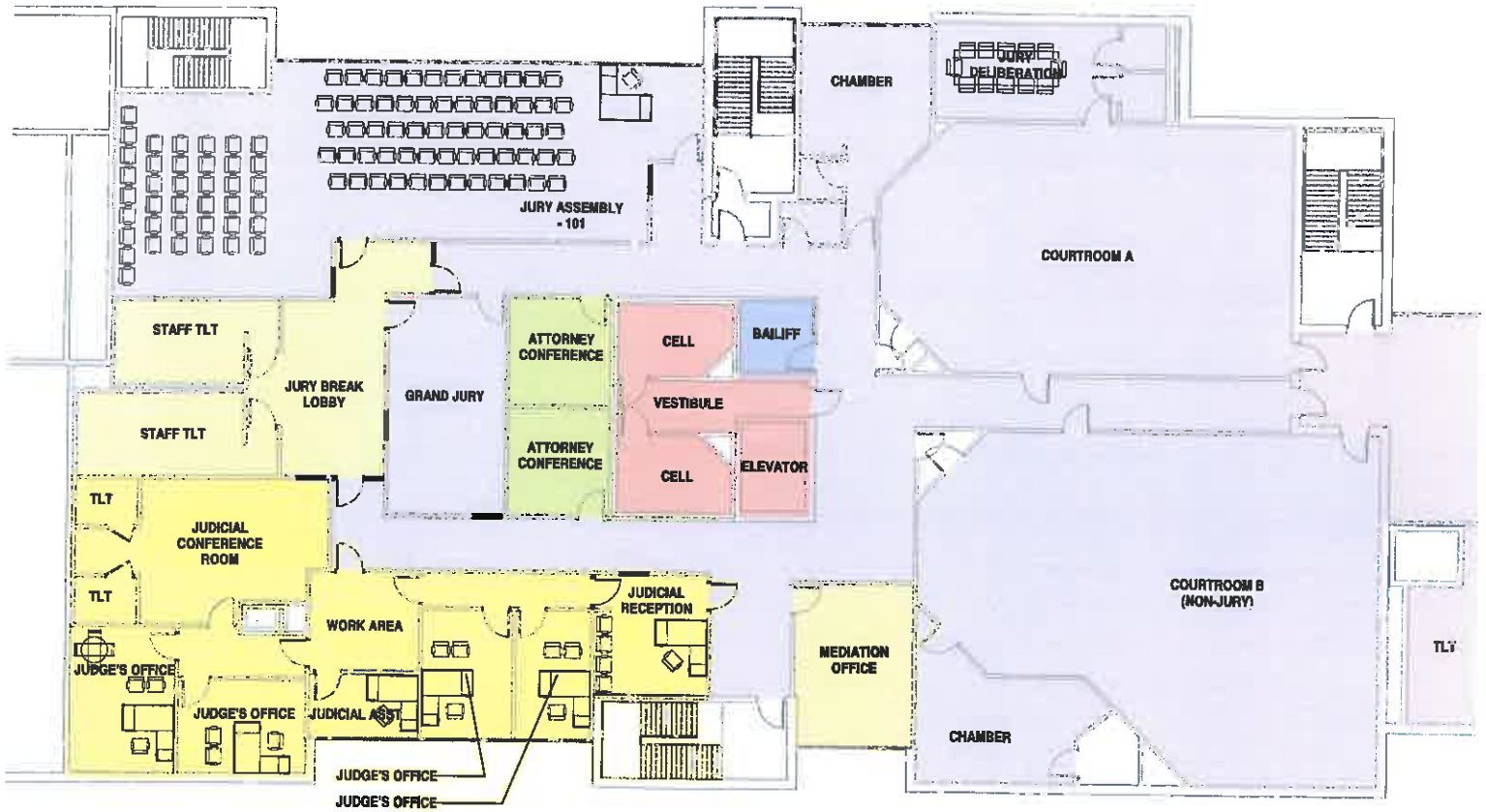
Please describe in detail the matter you would like to discuss:
Renovations to the Lee County Courthouse/DA's office

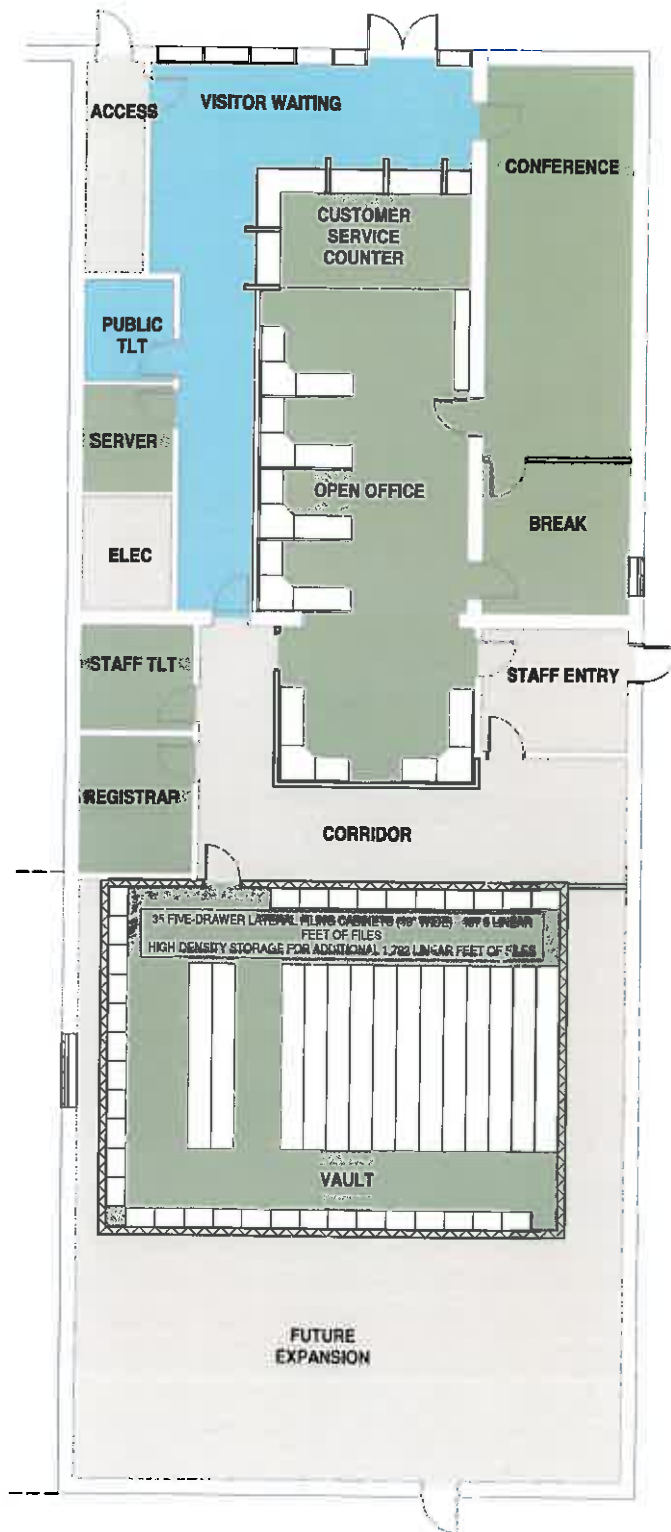
Signature of Board Member
Melanie Bridges Webster
Member, Board of Commissioners

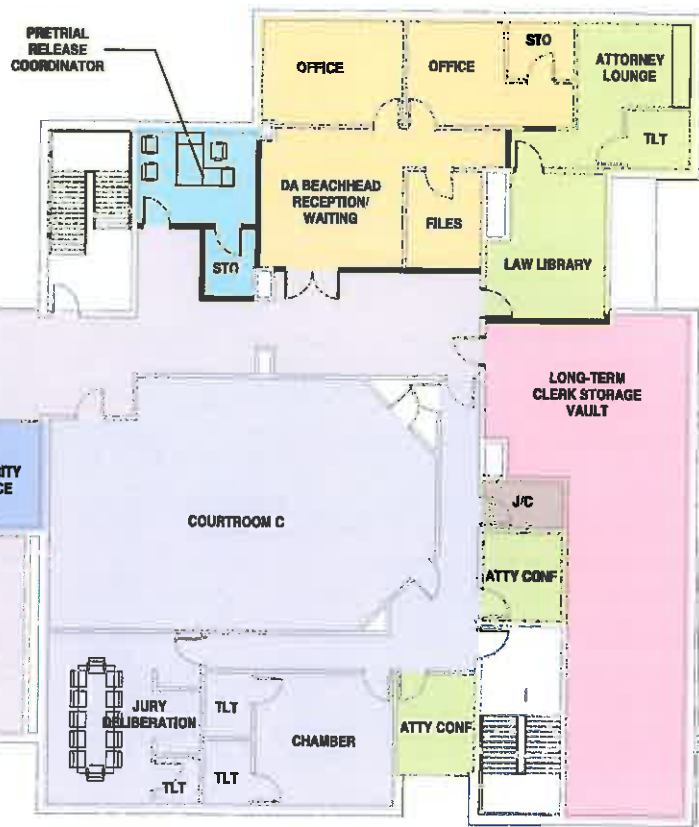
Signature

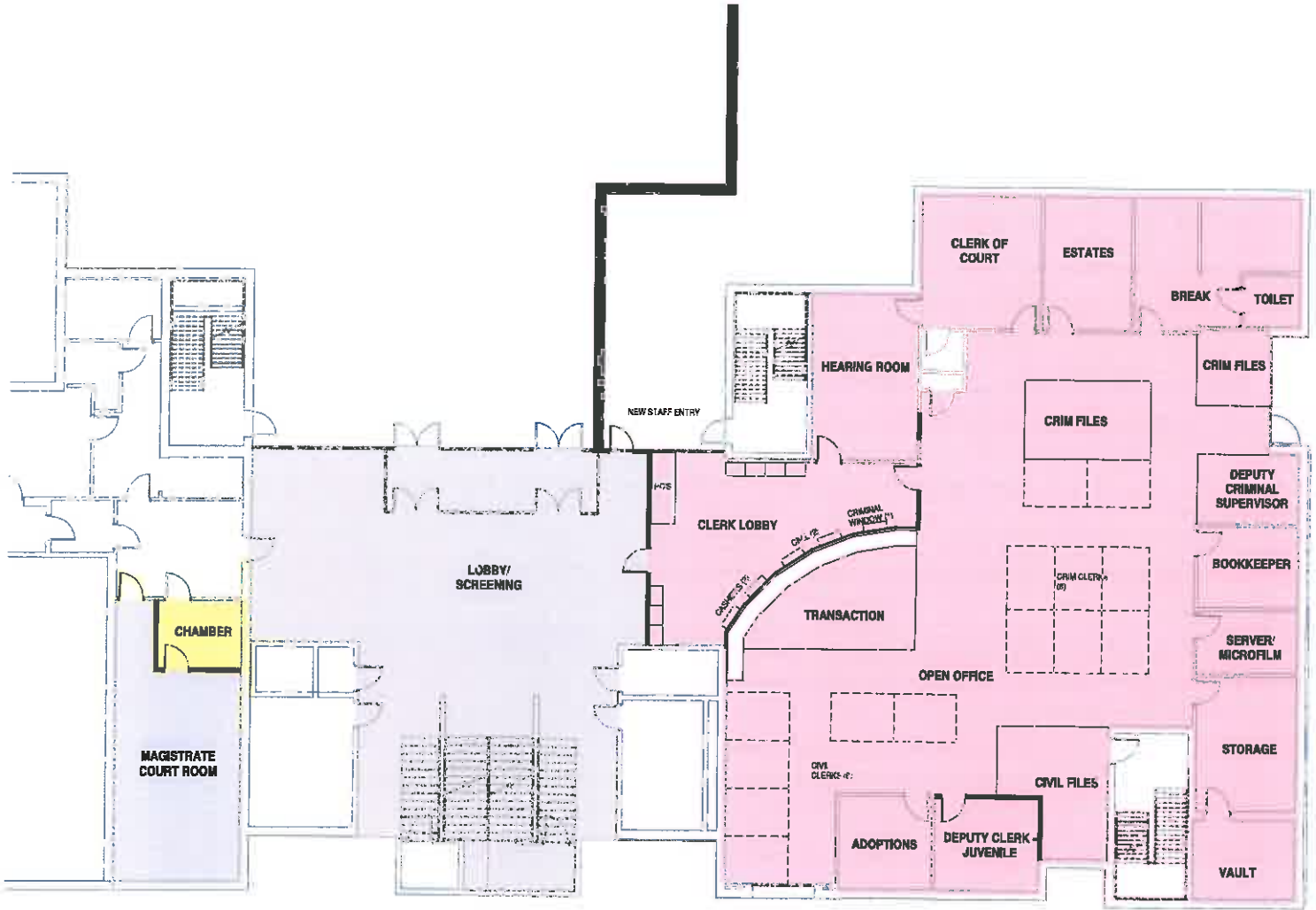
April 11, 2019

Date









John Crumpton

From: John Crumpton
Sent: Monday, April 29, 2019 10:47 AM
To: John Crumpton
Subject: FW: [EXTERNAL]FW: Lee County Security Concerns
Attachments: Lee County - Courts Space Needs Questionnaire.2018.doc

From: Elliott, Donald E.
Sent: Wednesday, March 13, 2019 1:24 PM
To: Thomas, Susie K. <Susie.K.Thomas@nccourts.org>
Subject: FW: Lee County Security Concerns

Ma'am,

Are you aware this is happening?

VR,
Donald Elliott
General Services Manager
North Carolina Judicial Branch
O 919-890-1524
M 919-530-9408
F 919-890-1906

From: Webster, Melanie
Sent: Monday, March 04, 2019 9:47 AM
To: Elliott, Donald E. <Donald.E.Elliott@nccourts.org>; Stewart, Vernon K. <Vernon.K.Stewart@nccourts.org>
Subject: RE: Lee County Security Concerns

Good morning. Thank you so much offering your assistance. I have attached the space needs survey that we completed at the beginning of last year as requested by the county/architects. Following this email I will forward you the email we received from the County with the architects proposal attached. We are currently in the space the architect has marked as the Judges area. The new plan has us relocating to the historic courthouse located across the breezeway. Our biggest concern is safety! We have had a shooting in the parking lot following DV court as well as many issues with witnesses being threatened and followed prior to and following court. Our Bailiffs often find weapons in the landscape surrounding the courthouse that we assume are left prior to entering the courthouse. In addition to our staff having no security going back and forth between the buildings for court it exposes the victims and family members to additional interaction with the defendant's and their family. Their plan of relocating us to the historic courthouse also splits our office into two sides of the building. The problem as you'll see is that the lobby/waiting area for our office is the main entrance to the courthouse and where the public restrooms are located for everyone going to courtroom 4. Therefore not allowing a secure area for our victims or staff as the defendants, defense attorneys, etc. will be walking through that area at will. That is also the only entry and exit for the staff. Should a problem arise in the lobby there are no side exits on either side of the office. All of our offices would be on the first floor of the courthouse and as much as we all would like offices with the large windows that are currently there, that brings additional safety concerns.

Another concern is space. They have labeled offices on their proposal as ADA/legal assistants however these are not correct. When labeled correctly it would leave 1 office that would not be immediately occupied. We would have to use one office for a conference room. Another would have to be used as a file room and one for a work space. Basically outgrowing the space upon being moved.

Inefficiency is another concern. The amount of time that Court will have to wait for records, etc. will be impacted when things are going from building to building. Also, there have been issues in the past with the basement flooding. We aren't sure if those issues have been or will be addressed or if mold exists. That courthouse including Courtroom 4 hasn't been used over the last 6 months or more because of issues with the ac system. We haven't been told what if any repairs have been made to address that.

We will be glad to answer any questions you may have or show you the spaces in question if you'd like to see them first hand.

Again, thank you for any assistance you can offer.

Best Regards,

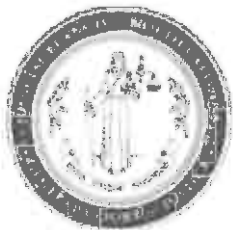
Melanie Bridges Webster

From: Elliott, Donald E.
Sent: Monday, March 04, 2019 7:25 AM
To: Stewart, Vernon K. <Vernon.K.Stewart@nccourts.org>
Cc: Webster, Melanie <Melanie.Webster@nccourts.org>
Subject: Harnett County Security Concerns

Sir/Ma'am,

I am following up from my phone call on Friday with Mr. Stewart in reference to Security concerning the new office location. Please let me know a little more about the situation and we will provide guidance as needed.

Thank you.



Very Respectfully,
Donald E. Elliott
General Services Division Manager
North Carolina Judicial Branch
O 919-890-1524
M 919-530-9408
F 919-891-1906
Donald.E.Elliott@nccourts.org

Justice for all
www.NCcourts.gov



E-mail correspondence to and from this address may be subject to the North Carolina public records laws and if so, may be disclosed.

MOSELEYARCHITECTS

LEE COUNTY COURTS FACILITY STUDY SPACE PROGRAMMING QUESTIONNAIRE:

This questionnaire will give the Moseley Architects team an initial understanding of some of the issues that are important in the planning and design of space for your department in the Lee County courts complex. The design team will also meet with you in person to discuss these and other issues in more detail, but the time you spend responding to the questions below is extremely valuable in “jump starting” the face to face discussions, and in focusing everyone’s thinking on some of the relevant issues prior to that meeting.

Please answer the questions as they apply to your specific department or division within the department. *Just click within the gray boxes to enter your response. For “Yes” and “No” or other check boxes, double click the appropriate box and select “Checked”. Then click “OK”.* Feel free to print the questionnaire and complete it by hand if you prefer.

Please answer every applicable question as accurately and thoughtfully as you can. The quality of information you provide has a direct impact on the success of the project. Please make an effort to realistically answer the questions about future staffing levels based on your staffing history and projected changes in population, case filings, or services, and other factors that may be relevant.

Feel free to attach additional sheets if needed. Your time and effort is appreciated, and we look forward to meeting with you!

Your Name: Melanie Bridges Webster, Administrative Assistant

Your Department/Division Within the Department: Office of the District Attorney

Your Telephone Number: 919-718-6310

Your Email Address: melanie.b.webster@nccourts.org

SPACE PROGRAMMING QUESTIONNAIRE

1. Briefly describe the general scope of your department/division's services and functions, including any special policies or procedures that impact your functional and space needs, and indicate major operational goals and objectives.

Services and functions:

- *Prosecution of all criminal matters, including juvenile, District & Superior Courts, as well as all contempt cases out of civil court, 5 days a week*
- *Provide 9 hours of continued consultations with the general public on walk-in matters such as traffic tickets, misdemeanor matters, court protocol*
- *Provide a safe space for victims and witnesses*
- *Legal advisor to Police and Sheriff's Departments*
- *Meet with defense counsel*
- *Meet with victims to determine the nature and extent of their damages/injuries as well as prepare them for trial*
- *Meet with families of deceased victims*
- *Hold quarterly meetings with U.S. Assistant Attorney Generals, State and Local LE representatives*
- *Meet with witnesses in preparation for trial*
- *Provided training for legal interns from CCCC as required by their curriculum*
- *Provide training and hands-on court/case work for law student interns*
- *Generate Superior Court calendars*
- *Submit Bills of Indictment to the Grand Jury and have witnesses available for Grand Jury each month*
- *Review rulings of the Department of Social Services if requested to do so by the public*

Operational goals and objectives

- *A district attorney's primary responsibility, with his or her assistants, is to prosecute all criminal cases filed in District and Superior Courts efficiently and effectively, prepare the criminal trial docket and advise local law enforcement*
- *Our office works with community members, police, local government and fellow court officials to ensure that resources are used effectively and efficiently to keep the County safe. The office participates in collaborations at the local, state and national levels*

SPACE PROGRAMMING QUESTIONNAIRE

2. What changes do you anticipate in your services or functions in the next ten years, and why?

Changes anticipated.

- *Additional ADAs and support staff due to increasing caseloads*
- *Advancement in technology*

Why?

- *The additional staff and technology advancements will be needed to keep up with the growing population and changing times so that we are able to dispose of cases in a timely fashion and within legally allowed time constraints*
- *Significant increase in the number of filed juvenile cases, meaning a larger number of cases that are in a court of record to be reviewed by the NC Court of Appeals*

SPACE PROGRAMMING QUESTIONNAIRE

3. Please list the job title of each position currently budgeted and authorized for your department/division. Adjacent to each job title, indicate how many such positions are currently budgeted and authorized. This tells us what your current staff breakdown is. Then, to the best of your ability, indicate in each column the total number of budgeted and authorized positions you think there will be for each job title in future years 2023, 2028, and 2033. Base your estimate on how you believe the amount and nature of your department/division's services and workload will change. Add new job titles for the future if appropriate. Then indicate what type of workspace is required for each position. Examples of the intended response format are shown below.

Job Title	How many now?	How many in 5 years?	How many in 10 years?	How many in 20 years?	TYPE OF WORKSPACE REQUIRED FOR THIS POSITION			
					Private office	Shared enclosed office	Cubicle	No dedicated workspace required
EXAMPLES:								
Clerk of Court	1	1	1	1	x			
Deputy Clerk	5	6	6	7			x	
Administrative Assistant	3	4	5	5			x	
YOUR RESPONSES:								
<i>Elected DA</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>X</i>			
<i>Assistant DA's</i>	<i>6</i>	<i>8</i>	<i>10</i>	<i>14</i>	<i>X</i>			
<i>Front Office Staff</i>	<i>1</i>	<i>2</i>	<i>2</i>	<i>3</i>		<i>X</i>		
<i>Administrative Asst.</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>X</i>			
<i>Legal Assistants</i>	<i>4</i>	<i>6</i>	<i>8</i>	<i>10</i>	<i>X</i>			
<i>Law Student Interns</i>	<i>2</i>	<i>2</i>	<i>2</i>	<i>2</i>		<i>X</i>	<i>X</i>	
<i>Paralegal Interns</i>	<i>2</i>	<i>2</i>	<i>2</i>	<i>2</i>		<i>X</i>	<i>X</i>	

4. What percentage of your staff is female? 70% male? 30%

SPACE PROGRAMMING QUESTIONNAIRE

5. Do customers/visitors come to your facility for face-to-face interaction with your staff on a regular basis?

Yes

No

6. If yes, please describe features that you believe would help you provide the best possible customer service (e.g., traditional customer service counter, semi-private cubicles for meeting with customers, customer accessible computers, etc.) Feel free to suggest features that are different from your current space or method of doing business.

- *Customer service window with protective glass for front office with a space/counter on the outside for the public*
- *Large meeting room for families of victims with the ability to show DVDs and play audio recordings*
- *Meeting with victims/witnesses/LE held in ADA/legal assistant offices*

7. Describe any special space or functional requirements that are important for the particular types of customers you interact with.

- *Secure location for all types of victims of crime with access to restrooms to separate them from defendants, family of defendants, jurors, judges, etc.*
- *Child friendly space*

8. Does your department/division deal directly with visitors other than customers on a regular basis (for example, vendors, staff from other departments, etc.)?

Yes

No

SPACE PROGRAMMING QUESTIONNAIRE

If yes, describe any special space or functional requirements that are important in dealing with these visitors. Feel free to suggest features that are different from your current space or method of doing business.

- *Large meeting room for families of victims with the ability to show DVDs and play audio recordings*
- *Meeting with victims/witnesses/LE held in ADA/legal assistant offices*
- *Secure location for all types of victims of crime with access to restrooms to separate them from defendants, family of defendants, jurors, judges, etc.*
- *Child friendly space*
- *Large meeting room for meeting with LE agents with the ability to show DVDs and play audio recordings and dry-erase board for strategizing*
- *Phone & computer hook-up*

9. Does your department/division require a customer/visitor waiting area?

Yes

No

If yes, what is the typical number of customers/visitors present at one time? 2-5

What is the maximum number? 5

Please attach any data or documentation you have about the amount of your customer/visitor traffic.

10. How frequently does your department/division need access to a conference or meeting room?

Daily 2 to 3 times a week Once a week

Twice a month Monthly Once in a while

What is the usual number of meeting participants? 2-5

What is the maximum number? 15-20

For what types of meetings will the space(s) be used?

- *Conferences with victims and families of victims*
- *Meetings with law enforcement (SPD, Sheriff's Office, State Law Enforcement, Federal agencies)*
- *Trial prep*
- *Office meetings*

SPACE PROGRAMMING QUESTIONNAIRE

Please describe any audio-visual equipment or other special features you regularly need for meetings.

- *Ability to play DVDs*
- *Ability to play audio recordings*
- *Phone*
- *Computer hook-ups*

11. Does the work space for your department/division need to accommodate special furnishings or equipment other than standard office furniture (e.g., bulk mailing machinery; larger than normal copier; oversize printer or plotter, microfiche reader/printer)?

Yes

No

If yes, please describe briefly.

- *2 free standing copy machines*
- *Child sized / friendly furniture*
- *Refrigerator for break room*
- *Microwave for break room*
- *Expanded counter space to provide legally required discovery and trial prep*

12. Does your department/division have centralized files?

Yes

No

If yes, do you expect the quantity of paper/hard copy centralized files you must keep to increase over time?

Yes

No

Do you expect that, over time, using document imaging to store electronic files in a centralized database can reduce the number of hard copy files you now have or would otherwise accumulate?

Yes

No

SPACE PROGRAMMING QUESTIONNAIRE

13. Please indicate below the number of centralized file storage units of each type you have now. Include only centralized files used by multiple staff and/or customers. Do not include files that are (or should be) in a staff member's individual office or workstation. (Note: "Inactive files" are those you rarely need to access. "Active files" are those you need to access frequently.)

	Lateral cabinets	Vertical cabinets	Open shelf units	Boxes	Rolling or rotating files
Active Files			8		
Inactive files in your office area				5	
Inactive files <u>not</u> in your office area			9-10	20ish	

What percentage of your inactive files could be stored away from your department/division's office area?

100%

Could those inactive files be stored at a location other than your building?

Yes

No

14. Other than filing, for what items does your department/division require storage space?

- Office supplies
- Projectors for courtroom use
- Carts used to carry files into the courtroom / basement
- Items submitted as evidence in trials, ex: bicycle, clothing, etc.

15. Place an X in the appropriate box to indicate how your department/division should ideally be located in the building relative to each of the other department/divisions or individuals listed. Leave the row for your own department/division blank.

Department or Division	Very close	Same floor	Same building	Proximity not important	Department or Division	Very close	Same floor	Same building	Proximity not important
Superior Court	X	X	X		Magistrate				X
District Court	X	X	X		District Attorney				
Clerk of Court			X		Juvenile Probation				X
Community Corrections				X	Other-_____				

SPACE PROGRAMMING QUESTIONNAIRE

16. Describe any special requirements or concerns your department/division may have regarding security.

- *Major concerns with security – victims & defendants often swap rolls*
- *Within the last year we had a shooting in the parking lot involving people that just left criminal court*
- *Passing through metal detector a must*
- *Close proximity to L.E. a must*
- *Private restrooms & break area not accessible to the public*
- *Doors accessed with badge or code*

17. Describe any unusual heating, cooling, lighting, or electrical power requirements for your department/division.

18. How many copiers does your department/division have? 3

How many fax machines? 1

19. Please describe any special parking needs or considerations your agency/department may have:

- *Away from general public parking*
- *Close proximity to building entrance*

SPACE PROGRAMMING QUESTIONNAIRE

20. Please note any other suggestions or concerns you may have about the nature of the space your department/division needs, or make any other comments you want to communicate to the design team.

- *Security is the most important concern.*
- *Additional office space and meeting rooms are essential to our workday*
- *A break room*
- *Our office feels like acquiring the space adjacent to our current office could accommodate our needs (areas currently labeled: law library, jury pool room, grand jury room, bathrooms located in common area)*

This is the end of the questionnaire. Thanks again for your time and effort. We look forward to meeting with you!



ITEM #:
VI. A.

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

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

MEETING DATE: May 6, 2019

SUBJECT: Proclamation celebrating National Foster Care Month

DEPARTMENT: Social Services

CONTACT PERSON: Angelina Noel

TYPE: Consent Agenda Action Item Public Hearing Information

REQUEST	Approve proclamation declaring May 2019 National Foster Care Month
BUDGET IMPACT	None
ATTACHMENTS	None
PRIOR BOARD ACTION	None
RECOMMENDATION	Approve
SUMMARY	

May is National Foster Care Month, a time to acknowledge foster parents, family members, volunteers, mentors, policymakers, child welfare professionals, and other members of the community who help children and youth in foster care find permanent homes and connections. National Foster Care Month promotes that foster care is a support to families, not a substitute for parents. The observance is time to renew our commitment to ensuring a bright future for the children and youth in foster care¹, and celebrate those who make a meaningful difference in their lives.

The Lee County Department of Social Services requests this proclamation in support and recognition of the on-going programs and services offered by the department and throughout our community to support our local foster families and the youth and children in foster care.



PROCLAMATION

WHEREAS, children are key to our community's future success, prosperity and quality of life; and,

WHEREAS, children have a right to thrive, learn and grow in a safe and loving environment; and,

WHEREAS, foster parents provide the love, safety and stability that children need in order to overcome past traumatic experiences in order to reach their full potential; and,

WHEREAS, we must come together as a community to recognize the important role foster parents play in caring for children who have experienced abuse and neglect, supporting family reunification and building strong communities; and,

WHEREAS, there is always a need for more foster parents in order to ensure children – especially older youth, children with complex needs, and siblings – have a safe, stable home in their community; and,

WHEREAS, there are numerous individuals, nonprofit organizations and public servants who are dedicated to raising awareness about the needs of children and youth in foster care; and,

WHEREAS, through partnerships with families, child welfare staff, and public and private agencies, there is a collaborative effort to ensure that children are supported and successful.

NOW, THEREFORE BE IT RESOLVED, that the Lee County Board of Commissioners proclaim the month of May 2019 as ***National Foster Care Month*** in Lee County, North Carolina and call upon residents of all ages to observe this month by recognizing the important work and contributions foster families provide our community and by supporting foster families and the organizations that serve them in Lee County.

Dated this the ____ day of _____, 2019.

Amy M. Dalrymple, Chair
Lee County Board of Commissioners



LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

ITEM #:
VI. B.

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

MEETING DATE: May 6, 2019

SUBJECT: Proclamation celebrating Older Americans Month

DEPARTMENT: Senior Services

CONTACT PERSON: Debbie Davidson

TYPE: Consent Agenda Action Item Public Hearing Information

REQUEST	Approve proclamation declaring May 2019 Older Americans Month
BUDGET IMPACT	None
ATTACHMENTS	None
PRIOR BOARD ACTION	None
RECOMMENDATION	Approve

SUMMARY

Every May, the Administration for Community Living leads our nation’s observance of Older Americans Month. The 2019 theme - “Connect, Create, Contribute” - encourages older adults and their communities to connect with friends, family, and services that support participation; create by engaging in activities that promote learning, health, and personal enrichment; and contribute time, talent, and life experience to benefit others. Communities that encourage the contributions of older adults are stronger! By engaging and supporting all community members, we recognize that older adults play a key role in the vitality of our neighborhoods, networks, and lives.

The Lee County Enrichment Center and Department of Senior Services requests this proclamation in support and recognition of the on-going programs and services offered to older adults in the Lee County community including but not limited to social clubs; information on local, state and federal assistance programs; and the Annual Senior Games and Silver Arts of Lee County.



PROCLAMATION

WHEREAS, Lee County includes a growing number of older Americans who enrich and strengthen our community through their diverse life experiences; and,

WHEREAS, Lee County Government is committed to supporting our community advocating for and engaging with our older adults, their families, and caregivers through a variety of public programs and services; and,

WHEREAS, the Lee County Board of Commissioners, Senior Services Advisory Board, and Enrichment Center staff will host the annual Spring Fling Celebration Brunch on Wednesday, May 8th to honor county residents that have reached the milestone age of 90 or better; and,

WHEREAS, the county organizes the Senior Games and Silver Arts of Lee County for adults 50 and older that will take place May 13th – 28th acknowledging the importance of taking part in activities that promote physical, mental and emotional well-being – no matter your age; and,

WHEREAS, Lee County Government Enrichment Center promotes home and community-based services that support independent living; involves older adults in community planning and events; and provides opportunities for older adults to work, volunteer, learn, lead and mentor.

NOW, THEREFORE BE IT RESOLVED, that the Lee County Board of Commissioners proclaim the month of May 2019 as ***Older Americans Month*** in Lee County, North Carolina and call upon residents of all ages to observe this month by recognizing older adults and the people who serve them as vital parts of the Lee County community.

Dated this the ____ day of _____, 2019.

Amy M. Dalrymple, Chair
Lee County Board of Commissioners



LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

**ITEM #:
VII. A.**

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

MEETING DATE: May 6, 2019

SUBJECT: Consideration of offer to purchase property located at 0 W Forest Oakes Drive SR 1469 PIN 9667-87-8477-00, Lee County North Carolina

DEPARTMENT: Administration

CONTACT PERSON: Whitney Parrish

TYPE: Consent Agenda Action Item Public Hearing Information

REQUEST	To consider an offer to purchase property located at 0 W Forest Oakes Drive SR1469, PIN 9667-87-8477-00, Lee County North Carolina from Michael Jones
BUDGET IMPACT	N/A
ATTACHMENTS	Tax Card, Amount Owed, map of property, deed to the County, Offer, Resolution, Deed to Mr. Jones, closing statement
PRIOR BOARD ACTION	At the March 18, 2019 regular board meeting, the Board declared the property surplus and authorized the staff to advertise the offer of Mr. Jones
RECOMMENDATION	Accept the offer and authorize the transfer of the property
SUMMARY	

The County of Lee foreclosed, by a sheriff's deed, on the property located at PIN 9667-87-8477-00 in 1989. Currently, what is owed on the property is \$3,156.93, which includes the taxes and attorney fees owed. The Current tax value of the property \$15,400.00. Wayne Langston, on behalf of Coast2Coast Group submitted an offer of \$500.00 on July 31, 2018 and submitted his advertising costs on October 29, 2018. He has paid the requisite 5% deposit and advertising costs. Michael Jones submitted an offer of \$4,000.00 on February 28, 2019 and has paid the requisite 5% deposit and advertising costs. We determined the property is landlocked and have informed both potential buyers.

At the March 18, 2019 Regular Meeting of the Board of Commissioners, the Board voted to declare the property surplus and accepted the offer of Mr. Jones to be advertised in *The Sanford Herald*. The offer was advertised on March 27, 2019. I did receive a couple of inquiries about the offer but no one submitted an official upset bid.

If the Board chooses, it can authorize staff to effectuate the transfer of the property and authorize the Chair to sign any related paperwork.



**RESOLUTION AUTHORIZING THE SALE OF PROPERTY
LOCATED AT 0 W FOREST OAKS DRIVE, PIN 9667-87-8477-00, LEE COUNTY
NORTH CAROLINA**

WHEREAS, the County of Lee owns certain vacant property located at 0 W Forest Oaks Drive SR1469, PIN number 9667-87-8477-00, Lee County, North Carolina, as shown on a deed recorded in Deed Book 434, Page 73, in the office of the Register of Deeds for Lee County, to which the record thereof reference is hereby made for more complete description; and,

WHEREAS, the taxable value of the property is \$15,400; and,

WHEREAS, the above-referenced property was conveyed to the County as the result of a Sheriff's foreclosure sale; and,

WHEREAS, the amount of fees and taxes owed on the property as the result of such sale is \$3,156.93; and,

WHEREAS, North Carolina General Statutes §§ 153A-176 and 160A-269 permit the County to sell property by upset bid, after receipt of an offer to purchase the property; and,

WHEREAS, the County of Lee proposes to dispose of the above described property as it is surplus to the County's needs; and,

WHEREAS, the County received an offer submitted by Michael Jones ("Offeror") to purchase the property described above in the amount of \$4,000.00, plus any advertising costs, a copy of which is attached hereto; and,

WHEREAS, Offeror has paid to the County Clerk the required 5 percent (5%) deposit on its offer and \$200.00 of advertising costs; and,

WHEREAS, the Lee County Board of Commissioners accepted the initial offer of \$4,000.00 at its March 18, 2019 Regular Meeting; and,

WHEREAS, the Lee County Board of Commissioners authorized staff to advertise the initial offer in any higher, upsetting offer, subject to the upset bid procedure; and,

WHEREAS, on March 27, 2019, the initial offer was advertised in *The Sanford Herald*, starting the 10 day upset sealed bid period; and,

WHEREAS, no further upset bids were received during the 10-day upset bid period and the original offer from Michael Jones is the final and highest bid received.

NOW, THEREFORE, BE IT RESOLVED by the Lee County Board of Commissioners as follows:

1. The Lee County Board of Commissioners authorizes the sale of the property described above through the upset bid procedure of North Carolina General Statute §160A-269.
2. The terms of the final sale are as follows:
 - a. The buyer must pay with cash, cashier's check or certified check at the time of closing.
 - b. The property is sold "as is" with no conditions placed on the bid.
 - c. Title to the subject property shall be transferred to the buyer by a nonwarranty deed.
 - d. Advertising fees are non-refundable once spent.
 - e. The County Attorney does not perform title searches on the property and the Offeror can retain their own attorney to perform such title search.
3. The Board of Commissioners may, at any time, reject any and all offers.

Dated this the ____ day of _____, _____.

_____, Chair
Lee County Board of Commissioners

ATTEST:

Whitney Parrish, Deputy Clerk
Lee County Board of Commissioners

NORTH CAROLINA NON-WARRANTY DEED

N.C. Gen. Stat. Section 105-228.28
Excludes conveyances by a
Governmental unit from the
Excise Stamp Tax

Recording Time, Book and Page

Tax Lot No. _____ Parcel Identifier 9667-87-8477-00
Verified by _____ County on the _____ day of _____,
by _____

Mail after recording to _____

This instrument was prepared by Whitney Parrish, Lee County Attorney, 408 Summit Drive, Sanford, NC 27330

Brief description for the Index

W Forest Oakes Drive SR 1469

THIS DEED made this _____ day of _____, _____, by and between,

GRANTOR

GRANTEE

COUNTY OF LEE, NORTH CAROLINA, one of the
counties of the State of North Carolina and a body politic
and corporate
Address: 408 Summit Drive,
Sanford, N.C. 27330

Michael Jones
*****NO TITLE SEARCH REQUESTED OR PERFORMED*****

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple the certain lots or parcels of land situated in Deep River, Township, Lee County, North Carolina and more particularly described as follows:

SEE "EXHIBITS A and B" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 434, Page 73, Lee County Registry.

The subject property IS NOT the primary residence of the Grantor.

TO HAVE AND TO HOLD, the aforesaid tract of parcel of land and all privileges and appurtenances thereto belonging to the said Grantee and its successors and assigns forever. Title to the property hereinabove described is subject to the following exceptions: All easements, covenants, restrictions, rights of way and all other matters of record, if any.

The Grantor makes no warranty, express or implied, as to title to the property hereinabove described.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Commissioners, the day and year first above written.

LEE COUNTY NORTH CAROLINA by

Amy M. Dalrymple, Chair
Lee County Board of Commissioners

(County Seal)

Attested to: _____ Whitney Parrish, Deputy Clerk to the Board

STATE OF NORTH CAROLINA
COUNTY OF LEE

I, _____, a Notary Public of the County and State aforesaid, do hereby certify that Whitney Parrish personally came before me this day and acknowledged that she is Deputy Clerk to the Board of County of Lee, and that by authority duly given and as the act of the County, the foregoing instrument was signed in its name by its Chair of the Board, sealed with its seal, and attested by herself as its Clerk to the Board.

Witness my hand and official seal, this _____ day of _____, 2019.

Notary Public

Official Seal

My commission expires:

EXHIBIT A

LEGAL DESCRIPTION

Being that realty described as follows:

BEGINNING at a point, said point being the Southwest corner of a 7.08 acre tract belonging to Iva Hackney recorded in Deed Book 43, Page 425, at the Lee County Register of Deeds Office; thence from said point 400' to the Northwest corner of a 1.46 acre tract belonging to Josephine Ward; thence with said Ward's Northern line East 300' to a point in the Western right-of-way of US 1; thence with said Western right-of-way Northeast 500' to a point in said right-of-way, said point also being the Southeast corner of a tract belonging to Curtis Brown recorded in Deed Book 33, Page 127 at the Lee County Register of Deeds Office; thence as the Brown Southern line and beyond West 640' to the point of **BEGINNING**. Being a 4.40 acre tract shown on Lee County Tax Map 54-9667-87-7334.

Subject to any restrictive covenants and easements of record.
Parcel Identification Number: 9667-87-8477-00

Whitney Parrish

From: Ebonye Mclean <sanfordherald@sanfordherald.com>
Sent: Monday, March 25, 2019 9:36 AM
To: Whitney Parrish
Subject: [EXTERNAL]Re: W Forrest Oakes

CAUTION: External Email. Do not click links or open attachments unless verified. Send all suspicious email as an attachment to

JENNIFER GAMBLE
LEE COUNTY ATTORNEY'S OFFICE
408 Summit Drive
SANFORD, NC 27330
(919)718-4610

Class Liner Ad #30857578 Summary:

Slug Line: NOTICE OF AN OFFER TO PURCHASE
Size: 1.00 x 15.73

Publication Cost \$221.00
Adjustments \$0.00
Net Cost \$221.00
Prepaid Amount \$0.00
Amount Due \$221.00

Order Detail:

Publication	Start	Stop	Insertions	Cost	Adjustments	Total
20SF The Sanford Herald	3/27/19	3/27/19	1	220.50	0.00	220.50
80SF Web: Sanford	3/27/19	3/27/19	1	0.50	0.00	0.50



On Mon, 25 Mar 2019 13:26:21 +0000, Whitney Parrish wrote:

Can you let me know how much it would cost to advertise this in the legals on Wednesday?

Thanks!

Whitney Parrish

Lee County Attorney
408 Summit Drive
Sanford, NC 27330
919-718-4610 ext. 5518

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CLOSING STATEMENT

Seller: Lee County
408 Summit Drive
Sanford, NC 27330

Buyer: Michael Jones

Property Address: W Forest Oakes Drive
PIN 9667-87-8477-00

Purchase Price: \$4,000.00

Less Deposit: \$ 200.00

Advertising:

Paid at 2/28/2019: \$200.00

Actual: \$221.00

Buyer Owes: \$21.00

BALANCE TO BE PAID AT CLOSING: \$3,821.00

All other costs are the responsibility of the BUYER, including, but not limited to any recording costs and excise tax.

BUYER is responsible for any and all taxes, assessments and fees, which may be outstanding after the date of closing. Buyer is aware he may receive a tax bill for any taxes on the above parcel. Buyer is also aware the property is sold as is, with title transferring with a non-warranty deed subject to any and all restrictions, covenants and easements of record. Buyer understands Lee County does not conduct title searches and Buyer can hire a private attorney to conduct such title search.

This closing statement is made for the convenience of the parties and does not constitute a warranty of any kind.

No fiduciary relationship has been created between Lee County, its agents, employees, attorneys and the Buyer.

This the ____ day of _____, 2019

Amy M. Dalrymple
Chair, Lee County Board of Commissioners
Seller

Michael Jones
Buyer



LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

ITEM #:
VII. B.

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

MEETING DATE: May 6, 2019

SUBJECT: Consider Adopting the Amendments to the Non-Profit Funding Policy and Agreement

DEPARTMENT: Administration

CONTACT PERSON: Whitney Parrish

TYPE: Consent Agenda Action Item Public Hearing Information

REQUEST	To consider
BUDGET IMPACT	N/A
ATTACHMENTS	The non-profit policy (proposed amendments highlighted), the non-profit agreement (proposed amendments highlighted)
PRIOR BOARD ACTION	At the March 18, 2019 regular board meeting, the Board voted to amend the nonprofit policy to include that any concerns and requests from the Board of Commissioners be addressed in a timely fashion.
RECOMMENDATION	Accept the amendments in the policy and agreement
SUMMARY	

The Board of Commissioners has adopted a policy guiding non-profit funding and an agreement that all non-profits receiving funding must sign. At the March 18, 2019 Regular Meeting, the Board voted to amend the policy to include that any concerns or requests from the Board of Commissioners should be addressed in a timely fashion. Staff has made the changes that were voted on last meeting and added a few more provisions to both the policy and the agreement. If the Board is agreeable to these changes, they can vote to adopt the changes in both the policy and the agreement.



Nonprofit Agency Funding Policy

February 7, 2011

Amended May 6, 2019

Purpose: To establish a policy that ensures an accountable, objective, and fair process for submitting, reviewing, and approving nonprofit agency grant or loan requests.

Policy: Lee County Government has no statutory requirement to fund nonprofit agencies. Accordingly, it is the policy of the Board of Commissioners not to provide recurring annual funding to non-governmental agencies, aside from those who provide a vital, contracted service to the County. Notwithstanding the above, Lee County Government may, when circumstances warrant, elect to enter into a contract with or provide a low-interest loan to a non-profit agency to provide services that are vital to the County. In each case, the Board of Commissioners will carefully review the circumstances surrounding the request and determine the urgency of need of the agency's requested assistance and its value to the County.

In each case, the programs or services provided by the non-profit agency must do one or more of the following:

- Complement or enhance a vital county service at a reduced cost
- Provide a service to the County through means that are more cost effective or operationally expedient than what the government can provide
- Fill in a critical gap that may exist between government services and community needs

Procedures:

1. Application Process

- A public notice announcing the annual review process for applications will be made on the County's website and in the *Sanford Herald* in February each year. This annual process is timed to complement the County's annual budget process.
- The application form will be available from the County's website, the Finance Office and the Lee County Library.
- Nonprofit agencies that have a compelling need for County funding may complete the nonprofit funding application.
- Applications are made available annually in February and are due back to the County Finance Department by the published deadline.
- Applications received after the published deadline will not be considered for inclusion in the annual budget for funding in that fiscal year, but will be processed by the County and given consideration by the Board of Commissioners, who may elect to grant funding on an exceptional basis, if the circumstances warrant.

- Applications that are incomplete will be deemed ineligible for funding and will be returned to the nonprofit agency with explanation of rejection.
- Submission of a complete and compelling application is no assurance of funding.
- A public hearing will be held to allow nonprofit applicants to address the Board of County Commissioners, and for the public to comment on the merits of the funding request.

2. Review & Funding Process

- Eligible applications will be reviewed by the County Manager and his designees.
- A recommendation for funding and a recommended amount will be presented to the Board of Commissioners for their consideration as part of the annual budget process.
- Upon the County Commissioners' approval of the annual budget, letters will be sent to the agencies who submitted applications for funding notifying them of the outcome of their requests. If approved for funding, the agency will coordinate with designated County staff for completion of the required contract.
- The County will consider funding on an annual basis only, unless the Board of Commissioners makes an exception.
- Applications for funding are effective for one year. Each new budget year will require validation and submission for each funding request.

Funding Criteria: Applications will be reviewed and recommended for funding based on the following:

- Must submit IRS tax-exempt letter stating 501c3 non-profit status
- Must submit completed application by published deadline
- Must state community need for services and provide a service that meets the descriptions in the policy statement above
- Must state achievable, outcome-based goals and outline a plan to meet goals
- Must not duplicate services already funded by Lee County
- Must demonstrate diversity of funding sources
- Must demonstrate financial stability

Requirements to Receive Funding:

- Enter into a contract with Lee County for the delivery of services
 1. the contract will include:
 - a. the scope of services to be provided
 - b. payment arrangements
 - c. a requirement for performance monitoring and submission of an annual report documenting program success
- The County at its discretion, may require an examination of any agency's financial statements
- **The County may withhold funding at any time.**
- **An annual performance report documenting the use of the County's funds and the accomplishments of the program will be submitted at the end of the fiscal year. At any time during the funding year, the County can request documentation as to the use of the**

County's funds and if this is not provided, the County can suspend current funding. Failure to provide such documentation may be considered in future funding requests.

- Failure to comply with any of the above requirements may result in suspension of current funding and/or elimination of future funding
- If, during the fiscal year it receives funding, there is a major operational change of the structure of the organization, the organization must notify the County and be available to provide an update as to how the change may affect the organization as a whole, or any changes it may have on the County's funding.
- Any concerns or requests from the County must be met in a timely fashion by the organization, or funding can be withheld by the County.

SAMPLE CONTRACT

NORTH CAROLINA
LEE COUNTY

This AGREEMENT made and entered into this ____ day of _____, _____, by and between Lee County, North Carolina, hereinafter referred to as the "COUNTY", and _____, hereinafter referred to as the "AGENCY".

WITNESSETH:

WHEREAS, the AGENCY has requested certain funds from the COUNTY to carry out its programs and activities for the (name of program) and

WHEREAS, in response to such request, the Board of County Commissioners has appropriated the sum of \$_____ for the period July 1, 20__ through June 30, 20__ to support this purpose; said sum being derived from County funds, pass through grant funds or both; and

WHEREAS, it is desirable and necessary to enter into this AGREEMENT in order to set forth the terms and conditions for receiving said funds from the COUNTY.

NOW THEREFORE, in consideration of the following, the parties hereto do mutually agree as follows:

1. The AGENCY agrees to use the funds appropriated by the COUNTY in the manner and for the purposes as stated on the Grant forms submitted to the COUNTY which are incorporated by reference into this AGREEMENT.
2. In consideration for the performance by the AGENCY of the services outlined on its Grant forms, the COUNTY agrees to pay the AGENCY up to the amount of money authorized in the Lee County Budget for the grant period. Payment of such amount shall be made in monthly installments by the COUNTY, upon receipt of all necessary documentation from the AGENCY including financial or audit reports for the prior year.
3. If the AGENCY fails to perform its obligations under this AGREEMENT, or if the AGENCY shall violate any of the provisions of this AGREEMENT, the COUNTY shall have the right to terminate this Agreement by giving written notice to the AGENCY of such termination. In such event, all unexpended funds at the time of such termination shall be promptly repaid to the COUNTY. The COUNTY shall then remit unexpended funds to the Agency which allocated the funds. The AGENCY shall be fully liable to the COUNTY for improperly expended funds in the same amount as the COUNTY is found liable by the granting agency. *(Last two sentences apply to pass through grants).*
4. At any time during the funding year, the County can request a statement showing how the funds have been used. In the County's sole discretion, the County can choose to stop payment to the AGENCY, if it feels the AGENCY is not

utilizing the funds appropriately and the AGENCY will have to reimburse any funds already expended.

5. At any time during the funding year, the COUNTY can request that the AGENCY appear in front of the Board of County Commissioners and provide information on how it is spending the County's funds. If the AGENCY fails to comply, funding can be terminated for the remainder of the year and the AGENCY will reimburse any funds already expended.
6. If at any time during the funding year, the AGENCY undergoes any major operational changes to the organization, the COUNTY must be notified immediately of the change and the AGENCY must make itself available to appear before the Board to address the change and address how the change may affect any funding provided by the COUNTY.
7. Any concerns or requests made by the COUNTY during the funding year, must be met in a timely fashion by the AGENCY.
8. The AGENCY shall not assign any interest in this AGREEMENT and shall not transfer any interest in this AGREEMENT without prior written approval of the COUNTY.
9. In connection with the performance of this AGREEMENT, the AGENCY shall not discriminate against any employee, applicant for employment, or program participant because of race, religion, color, sex, age, handicap, or national origin.
10. The AGENCY shall maintain all accounts, books, ledgers, journals, and records in accordance with generally accepted accounting principles, practices and procedures.
11. The AGENCY must establish and provide to the COUNTY criteria that will be used in monitoring the accomplishment of established goals and objectives along with any performance measures.
12. The AGENCY shall submit to the Lee County Administrative Office annually a status report of all program activities including a summary of the accomplishment of stated goals and objectives.
13. If COUNTY funding exceeds \$15,000 the AGENCY shall have an annual audit of its financial records and operations performed by an independent certified public accountant with a copy of such audit being submitted to the Lee County Administrative Office. If COUNTY funding is \$15,000 or less the AGENCY shall provide a financial report detailing expenditure of funds. This report shall be approved by the AGENCY's Board of Directors. The audit or financial report shall be submitted to the COUNTY within five months of the agencies fiscal year end. Further, the COUNTY shall be entitled to audit the financial records and operations of the AGENCY at the COUNTY's discretion.
14. The COUNTY shall be entitled to conduct program evaluations of the AGENCY's activities particularly as it relates to the accomplishments of established goals and objectives and the quality and impact of services being delivered.

15. All books and records shall be maintained by the AGENCY for a period of at least three years from the date of the final payment under this AGREEMENT and shall be made available for audit or evaluation upon request during regular business hours of the AGENCY.
16. Meetings of the AGENCY's Board of Directors, Advisory Board or Governing Board must be open to the public.
17. As a condition of receiving funds from Lee County, the AGENCY agrees to fully indemnify and hold harmless Lee County, its officers, agents and employees from and against any and all claims, demands, payments, suits, actions, costs, recoveries and judgments of every kind and description brought out of or occurring in connection with, directly or indirectly, activities funded in part or in whole with funds made available under this AGREEMENT.
18. The COUNTY is in no way responsible for the administration and supervision of the AGENCY's officers, employees, and agents, which persons it is agreed are not officers, employees, or agents of the COUNTY.
19. This AGREEMENT may only be amended by written amendments mutually agreed upon by and between the COUNTY and AGENCY.
20. Pursuant to N.C.G.S. 143-48.5 and N.C.G.S. 147-33.95(g), the undersigned hereby certifies that the AGENCY named below, and the AGENCY'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.
21. AGENCY hereby certifies that AGENCY is not listed on the Iran Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58 (the "Final Divestment List"). Further, AGENCY's subcontractor, if utilized, will also not be listed on the Final Divestment List. The Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/iran and should be updated every 180 days.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their names by their duly authorized officers, their seals to be hereto affixed the day and year first above written.

ATTEST :

LEE COUNTY

Clerk to the Board

County Manager

ATTEST

AGENCY

Secretary

Chairman of Board

This Agreement has been preaudited in the manner
Required by the Local Government Budget and
Fiscal Control Act.

Finance Officer



LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

ITEM #:
VIII. A.

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

MEETING DATE: May 6, 2019

SUBJECT: Medicaid Transformation

DEPARTMENT: Social Services

CONTACT PERSON: Angelina Noel, Director

TYPE: Consent Agenda Action Item Public Hearing Information

REQUEST	Appear Before the Board to Present Information Regarding Medicaid Transformation
BUDGET IMPACT	None
ATTACHMENTS	Medicaid Transformation Power Point Presentation
PRIOR BOARD ACTION	None
RECOMMENDATION	None-Informational Only
SUMMARY	

Session Law 2015-245 directs DHHS to transition to managed care for physical health for Medicaid. This transition moves the system to a capitated model and allows for private for-profit companies to bid on Medicaid contracts. The change shifts the current Medicaid structure from a “fee for service” structure for physical health needs of eligible Medicaid beneficiaries to a capitative model.

Contracts have been awarded to the following companies: AmeriHealth Caritas North Carolina, Inc., Blue Cross and Blue Shield of North Carolina, Inc., UnitedHealthcare of North Carolina, Inc., Wellcare of North Carolina, Inc., and one regional provider-led entity, Carolina Complete Health, Inc. All 5 providers will be serving Lee County. Providers will be responsible to provide physical health needs to include pharmacy services for Medicaid beneficiaries enrolled with their Prepaid Health Plan, PHP. PHPs will also be responsible to provide mild to moderate behavioral health care services to beneficiaries enrolled in their plans. Tailored Plans will be designed to serve special populations as well as beneficiaries with moderate to high behavioral health needs and be managed by the LME/MCOs.

This is the largest change to Medicaid in North Carolina in the past 40 years. This presentation is a high-level overview of Medicaid Transformation. The purpose is to inform the Board of Commissioners of the upcoming changes to Medicaid and how these changes will impact the residents of Lee County as well as county staff.



Medicaid Transformation

What does this mean for Lee County?

Medicaid Transformation Refresher

- ▶ Session Law 2015-245 directs DHHS to transition to managed care for physical health for Medicaid, moves the system to a capitated model and allows for private for profit companies to bid on Medicaid contracts.
- ▶ Current Medicaid structure is a "fee for service" structure for physical health needs for eligible Medicaid beneficiaries.
- ▶ Many Medicaid eligible categories will now transition from "fee for service" to standard plans managed by statewide Prepaid Health Plans, PHPs, for physical health needs.

Plan Options

- ▲ Fee For Service- Certain Medicaid beneficiaries are excluded from Medicaid managed care and will not be permitted to enroll in standard plan. Examples are limited Medicaid coverage plans such as Family Planning.
- ▲ Standard Plan- Certain Medicaid beneficiaries will be required to enroll in a plan. Services will be provided by the Prepaid Health Plan to include Non-Emergency Medicaid Transportation, Physical Health Needs, Pharmacy Services and Mild to Moderate Behavioral Health Needs for enrollees. DHHS estimates a total of 11,737 Lee County beneficiaries will be mandatory to enroll in a standard plan.
- ▲ Tailored Plan- Will be designed to serve special populations such as individuals with I/DD, substance use disorder, individuals with moderate to severe behavioral health needs, etc. Tailored Plan will launch in July 2021. To receive waiver services, beneficiaries must enroll in tailored plan options.

Significant Dates for Lee County

April 2019- mailings begin to Medicaid beneficiaries by NC Medicaid to educate beneficiaries regarding upcoming changes.

July 2019- PHP (enrollment broker) call center operational in Raleigh.

October 2019 through December 2019- Open enrollment period through the enrollment broker, Maximus for Lee County. This must be completed by Maximus, neutral third party vendor.

December 16, 2019- auto enrollment occurs for individuals who did not select a plan. The system will take into consideration their current Carolina Access Provider when assigning a plan.

February 2020- go live with standard plan enrollees.

July 2021- Tailored plan options available for beneficiaries who will be served by LME/MCOs.

Impacts to Lee County

- ▶ LCDSS will still determine eligibility for Medicaid assistance to include what program the beneficiary is eligible for, i.e. MAF-C, MIC, NCHC, etc. The Medicaid/Health Choice program the client is eligible for will determine whether the beneficiary will be required to enroll in a standard plan with the PHP, tailored plan or remain fee for service.
- ▶ Beneficiaries will be required to contact the enrollment broker to enroll in a plan. LCDSS will not be able to assist individuals in selecting a PHP. This must be done by the enrollment broker who is a neutral third party.
- ▶ LCDSS will no longer provide NEMT services for any individual mandatory to enroll in a standard or tailored plan. This service must be provided by the PHPs or the LME/MCOs. NEMT vendors will contract with the transportation broker the PHP has selected if they are interested in providing NEMT services. LCDSS will only handle NEMT services for individuals that remain fee for service.
- ▶ Increased phone calls to LCDSS as a result of changes. DSS will be the first point of contact for individuals with questions concerning Medicaid transformation.
- ▶ Project 14 in NC FAST will make changes to add screens to display Managed Care information for beneficiaries.
- ▶ Providers accepting Medicaid will contract directly with PHPs for standard enrollees and LME/MCOs for tailored plan enrollees.
- ▶ Plans will have the ability to offer value added benefits to beneficiaries for the first time. The hope is to be able to address non-medical drivers of health care. Example: one PHP provided was assisting individuals that do not have the ability to shop or cook with healthy meal delivery services. This is prohibited under the current model.



LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

ITEM #:
VIII. B.

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

MEETING DATE: May 6, 2019

SUBJECT: FY 19-20 MOU between DHHS and Lee County

DEPARTMENT: Social Services

CONTACT PERSON: Angelina Noel, Director

TYPE: Consent Agenda Action Item Public Hearing Information

REQUEST	Present MOU for FY 19-20
BUDGET IMPACT	None
ATTACHMENTS	2019 MOU Cover Letter Memorandum of Understanding FY 19-20 between DHHS and Lee County Fact Sheets Lee Performance Measure Methodology & Data Sets CY2018
PRIOR BOARD ACTION	None
RECOMMENDATION	Make a recommendation concerning who will have authority to sign the MOU between DHHS and Lee County.

SUMMARY

Session Law 2017-41 requires all counties to enter into an annual written agreement with the Department of Health and Human Services for all social services programs excluding medical assistance (Medicaid) that began FY 18-19. The law requires the agreement to contain certain performance requirements and administrative responsibilities related to the social services programs. This MOU outlines the responsibilities of both NC Department of Health and Human Services and Lee County.

For FY 2019-2020, the performance measures remain the same as the previous MOU. Attachment I to the MOU contains 13 measures that will remain static numbers for FY19-20. DHHS has provided the county the ability to run reports on these 13 data measures and the data has been validated. For the 13 measures that data is available for, the county will be required to meet these measures in accordance to the MOU. Failure to meet any of the 13 measures as outlined in Attachment I, will result in the county being placed in corrective action. Corrective action protocol is outlined in Attachment II of the FY19-20 MOU.

Attachment III contains the remaining 13 measures. These 13 measures will be growth measures and based on Lee County's past performance. DHHS is currently working on validating reports related to the 13 measures outlined in Attachment III. For the measures outlined in Attachment III, there will be no corrective action put in place for FY19-20 according to the MOU.

Jennifer Gamble

Subject: FW: [EXTERNAL]DHHS Lee County FY 2019 2020 MOU
Attachments: 2019 MOU Cover Letter.pdf; Fact Sheets-4.11.19.pdf; LEE Performance Measure Methodology & Data Sets_CY2018_CS_EP_FNS_WF3_WF4.pdf; Lee County 2019 2020 MOU.pdf

Importance: High

From: Waller, Gwendolyn <gwendolyn.waller@dhhs.nc.gov>
Sent: Monday, April 15, 2019 6:27 PM
To: Angelina Noel <anoel@leecountync.gov>; John Crumpton <jcrumpton@leecountync.gov>
Cc: Penny, Paris <paris.penny@dhhs.nc.gov>
Subject: [EXTERNAL]DHHS Lee County FY 2019 2020 MOU
Importance: High

CAUTION: External Email. Do not click links or open attachments unless verified. Send all suspicious email as an attachment to [Bob Miller](mailto:Bob.Miller@dhhs.nc.gov)

Dear County Manager:

As you know, Session Law 2017-41 requires all counties to enter into an annual written agreement with the Department of Health and Human Services for all social services programs excluding medical assistance (Medicaid). The law requires the written agreement to be executed no later than July 1st of each year.

The 2019-2020 Memorandum of Understanding between DHHS and your county is attached. Please take the steps below and return signed agreements to Susan Osborne (Susan.Osborne@dhhs.nc.gov) and Gwendolyn Waller (Gwendolyn.Waller@dhhs.nc.gov) no later than June 28, 2019.

1. On page 6 please write or type the name and contact person to whom information and notices regarding this agreement should be sent.
2. On page 10 submit this document for signature to the person who the county designates as the signature authority. Two spaces for signature have been provided, if the county elects to have the document co-signed by county leadership and the Department of Social Services director.
3. Return the document by email on or before June 28, 2019 to Susan Osborne, Assistant Secretary for County Operations. Mrs. Osborne is designated as the contracts administrator and Gwen Waller is supporting this work. Their email addresses are: Susan.Osborne@dhhs.nc.gov and Gwendolyn.Waller@dhhs.nc.gov.
4. Once we receive your returned, signed copy of the MOU it will be submitted to Secretary Mandy Cohen for signature and a signed copy will be returned for your records.

Thank you for your prompt attention to this important process, and for your ongoing partnership with us in serving North Carolina's citizens with critical support services. Please contact me directly if you have any questions.

Sincerely,

Susan Osborne

Gwendolyn Waller
Executive Assistant
Division of Social Services- Directors Office
[North Carolina Department of Health and Human Services](#)

820 S. Boylan Avenue, McBryde-Hargrove Building
Raleigh, NC 27603

2401 Mail Service Center
Raleigh, NC 27699-2401

Office 919-527-6338
Fax 919-334-1018
Gwendolyn.waller@dhhs.nc.gov
www.ncdhhs.gov/divisions/dss

[Twitter](#) | [Facebook](#) | [YouTube](#) | [LinkedIn](#)

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NC DEPARTMENT OF
**HEALTH AND
HUMAN SERVICES**
Division of Social Services

ROY COOPER • Governor
MANDY COHEN, MD, MPH • Secretary
SUSAN OSBORNE • Assistant Secretary for County Operations

April 15, 2019

Dear County Manager and County Director of Social Services:

As you know, Session Law 2017-41 requires all counties to enter into an annual written agreement, referred to as a Memorandum of Understanding (MOU), with the Department of Health and Human Services (DHHS) for all social services programs excluding medical assistance (Medicaid). Fiscal Year (FY) 2018-2019 was the first year of these agreements.

This letter provides an overview of the MOU process for FY 2019-2020, outlines the actions that you will need to take, and includes attachments that you will need to review. In November 2018, an amendment was required to the original performance measures. Specifically, system level measures were moved from static numbers to growth measures. Further, the impact of Hurricane Florence on county and state operations delayed the data validation process. Because of these factors, no performance improvement or corrective action was initiated for MOU compliance for FY 2018-2019.

For FY 2019-2020, the performance measures remain the same as the previous MOU. DHHS has been working to create county level reports for these measures that will allow counties to produce reports for their performance on all measures and train counties in running these reports. Currently data for 13 measures can be locally generated and has been validated with DSS agencies. These measures can be found in **Attachment I** of the new MOU and are titled Mandated Performance Requirements. **These are the only measures that will be evaluated as part of the MOU for FY 2019-2020 and subject to performance improvement or corrective action.**

The remaining 13 measures, titled Performance Requirements, are found in Attachment III and **will not be included in any corrective action.** Ongoing monitoring and support activities will continue as they have in prior years for these remaining 13 measures. We will continue to develop reports and validate data for these remaining performance measures. As always, we will work with the NC Association of County Directors of Social Services and counties to assist with the data validation process.

NC DEPARTMENT OF HEALTH AND HUMAN SERVICES • DIVISION OF SOCIAL SERVICES

LOCATION: 820 S. Boylan Avenue, McBryde Building, Raleigh, NC 27603

MAILING ADDRESS: 2401 Mail Service Center, Raleigh, NC 27699-2401

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AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

Several items are included with this letter for your review and information:

- Fact Sheets for each program area that provide information on the measures
- Your individual county measures for the calendar year 2018
- Memorandum of Understanding for state fiscal year 2019-2020

Please take the steps below and return signed agreements to Susan Osborne (susan.osborne@dhhs.nc.gov) and Gwen Waller (Gwendolyn.Waller@dhhs.nc.gov) no later than June 30, 2019.

1. On page 6 please add the name and contact person to whom information and notices regarding this agreement should be sent.
2. On page 10 submit this document for signature to the person who the county designates as the signature authority. Two spaces for signature have been provided, if the county elects to have the document co-signed by county leadership and the Department of Social Services director.
3. Once we receive your returned, signed copy of the MOU it will be submitted to Secretary Mandy Cohen for signature and a signed copy will be returned for your records. Please note that any signing statement, resolution or other documentation that a County may return to DHHS along with a signed MOU will be deemed separate from the MOU and not incorporated as a part of the MOU. If any documentation is physically affixed to the signed MOU, DHHS may return the MOU to be signed without any affixed documentation. DHHS will review and retain any submissions received from a County and follow up with a County as needed.

Thank you for your ongoing partnership with us in serving North Carolina's citizens with critical services. Please feel free to contact me directly if you have any questions or need any additional information.

Sincerely,



Susan G. Osborne
Assistant Secretary for County Operations

**MEMORANDUM OF UNDERSTANDING (FISCAL YEAR 2019-20) BETWEEN
THE NORTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES
AND
LEE COUNTY
A Written Agreement Pursuant to N.C. Gen. Stat. § 108A-74, an Act of the North Carolina
General Assembly**

This Memorandum of Understanding (“MOU”) is made by and between the North Carolina Department of Health and Human Services, (hereinafter referred to as the “Department”) and Lee County a political subdivision of the State of North Carolina (hereinafter referred to as the “County”) to comply with the requirements of law, N.C. Gen. Stat. § 108A-74. The Department and the County may be referred to herein individually as a “Party” and collectively as the “Parties.”

TERMS OF UNDERSTANDING

In consideration of the mutual promises and agreements contained herein, as well as other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, the Parties agree to this MOU, effective July 1, 2019, in compliance with the mandates of law enacted by the North Carolina General Assembly and in recognition of possible amendments by the General Assembly, the Parties further agree to conform to changes made to the law, notwithstanding a contractual term previously agreed upon.

1.0 Parties to the MOU

The only Parties to this MOU are the North Carolina Department of Health and Human Services and Lee County, a political subdivision of the State of North Carolina.

1.1 Relationships of the Parties

Nothing contained herein shall in any way alter or change the relationship of the parties as defined under the laws of North Carolina. It is expressly understood and agreed that the enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Department and the County. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Department and County that any such person or entity, other than the Department or the County, receiving services or benefits under this MOU shall be deemed an incidental beneficiary only.

Subcontracting: The County shall be responsible for the performance of all of its subcontractors. The County shall disclose the names of its subcontractors to the Department within thirty (30) days of the execution thereof. The County shall also provide additional information concerning its subcontractors as may be requested by the Department within thirty (30) days of the request. The County additionally agrees not to enter into any confidentiality agreement or provision with a subcontractor or other agent to provide services related to this MOU that would prevent or frustrate the disclosure of information to the Department. Subcontractors shall be defined under this MOU to mean any party the county enters into a contractual relationship with for the complete

administration of one or more social services programs covered by this MOU. Temporary employees hired by the County shall not be considered subcontractors under this MOU.

Assignment: No assignment of the County's obligations or the County's right to receive any funding made in any way concerning the matters covered by this MOU hereunder shall be permitted.

2.0 Terms of the MOU

The term of this MOU shall be for a period of one year beginning July 1, 2019 and ending June 30, 2020.

2.1 Default and Modification

Default: In the event the County fails to satisfy the mandated performance requirements as set forth in **Attachment I** or fails to otherwise comply with the terms of this MOU, the Department may withhold State and/or federal funding. Any such withholding shall be in compliance with, and as allowed by, state and/or federal law.

Performance Improvement/Corrective Action: Prior to the Department exercising its authority to withhold State and/or federal funding for a failure to satisfy the mandated performance requirements set forth in **Attachment I** or failure to comply with the terms of this MOU, the steps set forth in **Attachment II** will govern. For this MOU covering Fiscal Year 2019-2020, the Department will not initiate any actions set forth in **Attachment II** for a county's performance related to the performance requirements set forth in **Attachment III**. Nothing contained in this MOU shall supersede or limit the Secretary's authority to take any action otherwise set forth in N.C. Gen. Stat. § 108A-74.

Waiver of Default: Waiver by the Department of any default or breach in compliance with the terms of this MOU by the County shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this MOU unless stated to be such in writing, signed by an authorized representative of the Department and the County and attached to the MOU.

Force Majeure: Neither Party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Modification: The terms and conditions of this MOU may only be modified by written agreement of the Parties, signed by an authorized representative of the Parties.

3.0 MOU Documents

The Recitals and the following attachments are incorporated herein by reference and are part of this MOU:

- (1) The portions hereof preceding the Terms of Understanding, including but not limited to the introductory paragraph and the Recitals, which are contractual as well as explanatory.
- (2) The Terms of Understanding
- (3) Attachment I – Mandated Performance Requirements:
 - a. I-A: Child Support
 - b. I-B: Energy
 - c. I-C: Work First
 - d. I-D: Food and Nutrition Services
- (4) Attachment II – Corrective Action
- (5) Attachment III – Performance Requirements:
 - a. III-A: Child Welfare – Child Protective Services
 - b. III-B: Foster Care
 - c. III-C: Work First
 - d. III-D: Adult Protective Services
 - e. III-E: Special Assistance
 - f. III-F: Child Care Subsidy

4.0 Entire MOU

This MOU and any documents incorporated specifically by reference represent the entire agreement between the Parties and supersede all prior oral or written statements or agreements between the Parties.

5.0 Definitions

While “County” is used as an abbreviation above, the following definitions, some of which are contained in N.C. Gen. Stat. § 108A-74(a), also apply to this MOU:

- (1) “County department of social services” also means the consolidated human services agency, whichever applies;
- (2) “County director of social services” also means the human services director, whichever applies; and
- (3) “County board of social services” also means the consolidated human services board, whichever applies.
- (4) “Child welfare services or program” means protective, foster care, and adoption services related to juveniles alleged to be abused, neglected, or dependent as required by Chapter 7B of the General Statutes.
- (5) “Social services programs” or “Social services programs other than medical assistance” means social services and public assistance programs established in Chapter

108A other than the medical assistance program (Part 6 of Article 2 of Chapter 108A). This includes, but is not limited to, child welfare programs, adult protective services, guardianship services for adults, and programs of public assistance established in Chapter 108A. It also includes the child support enforcement program, as established in Article 9 of Chapter 110 of the General Statutes, and the North Carolina Subsidized Child Care Program.

To the extent that any term used herein is defined by a statute or rule applicable to the subject matter of this MOU, the statutory or rule definition shall control. For all remaining terms, which are not defined by statute or rule, those terms shall have their ordinary meaning. Should any further definition be needed, the Parties agree that the meanings shall be those contained in the current version (as of the time the dispute or question arises) of Black's Law Dictionary, and if not defined therein, then of a published unabridged modern American English Language Dictionary published since the year 2000.

6.0 Audit Requirements

The County shall furnish to the State Auditor, upon his/her request, all books, records, and other information that the State Auditor needs to fully account for the use and expenditure of state funds in accordance with N.C.G.S. § 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

7.0 Record Retention

The County shall retain records at its own expense in accordance with applicable State and Federal laws, rules, and regulations. The County shall facilitate and monitor the compliance of its subcontractors with all applicable requirements of record retention and disposition.

In order to protect documents and public records that may be the subject of Department litigation, the Department shall notify the County of the need to place a litigation hold on those documents. The Department will also notify the County of the release of the litigation hold. If there is no litigation hold in place, the documents may be destroyed, disposed of, or otherwise purged through the biannual Records Retention and Disposition Memorandum from the Department's Controller's Office.

8.0 Liabilities and Legal Obligations

Each party hereto agrees to be responsible for its own liabilities and that of its officers, employees, agents or representatives arising out of this MOU. Nothing contained herein is intended to alter or change the relationship of the parties as defined under the laws of the State of North Carolina.

9.0 Confidentiality

Any medical records, personnel information or other items exempt from the NC Public Records Act or otherwise protected by law from disclosure given to the Department or to the County under this MOU shall be kept confidential and not divulged or made available to any individual or

organization except as otherwise provided by law. The Parties shall comply with all applicable confidentiality laws and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the administrative simplification rules codified at 45 Parts 160, 162, and 164, alcohol and drug abuse patient records laws codified at 42 U.S.C. §290dd-2 and 42 CFR Part 2, and the Health Information Technology for Economics and Clinical Health Act (HITECH Act) adopted as part of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5).

10.0 Secretary’s Authority Undiminished

Certain functions delegated to the County pursuant to this MOU are the duty and responsibility of the Department as the grantee of federal grant funds. The Parties understand and agree that nothing in this MOU shall be construed to diminish, lessen, limit, share, or divide the authority of the Secretary of the Department to perform any of the duties assigned to the Department or its Secretary by the North Carolina General Statutes, the terms and conditions of the federal funds and their applicable laws and regulations or other federal laws and regulations regarding any federal funding which is used by the Department to reimburse the County for any of its duties under this MOU.

11.0 MOU does not Diminish Other Legal Obligations

Notwithstanding anything to the contrary contained herein and to facilitate the mandated performance requirements of N.C. Gen. Stat. § 108A-74, the Parties acknowledge and agree that this MOU is not intended to supersede or limit, and shall not supersede or limit, the County’s obligations to comply with all applicable: 1) federal and state laws; 2) federal and state rules; and 3) policies, standards, and directions of the Department, as all such currently exist and may be amended, enacted, or established hereafter.

12.0 Notice

The persons named below shall be the persons to whom notices provided for in this MOU shall be given. Either Party may change the person to whom notice shall be given upon written notice to the other Party. Any notice required under this MOU will only be effective if actually delivered to the parties named below. Delivery by hand, by first class mail, or by email are authorized methods to send notices.

For the Department of Health and Human Services, Division of Social Services

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Susan Osborne, Assistant Secretary NC DHHS 2401 Mail Service Center Raleigh, NC 27699-2401	Susan Osborne NC DHHS Doretha Dix Campus, McBryde Building Phone: 919-527-6338 E-mail: Susan.Osborne@dhhs.nc.gov

For Lee County

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS

13.0 Responsibilities of the Department

The Department hereby agrees that its responsibilities under this MOU are as follows:

- (1) The Department shall develop performance requirements for each social services program based upon standardized metrics utilizing reliable data. The performance requirements are identified in Attachments I and II.
- (2) The Department shall provide supervision, program monitoring and technical assistance to the counties in the administration of social services programs.
- (3) The Department shall provide leadership and coordination for developing strategies that address system-level barriers to the effective delivery of social services programs, including but not limited to: the Administrative Office of Courts, the LME/MCO, Department of Public Instruction, and the Department of Public Safety.
- (4) The Department shall have the following administrative responsibilities:
 - a. Staff Training and Workforce Development:
 - i. Develop training requirements for county personnel and provide guidance for adequate staffing patterns related to the provision of social services programs. The Department will publish annually, a list of required and recommended trainings for county personnel directly involved in the administration of social services programs covered under this MOU.
 - ii. Develop training curricula and provide, timely, adequate access to statewide training opportunities for county personnel related to the provision of social services programs. Training opportunities may include in-person, self-guided, web-based and remotely facilitated programs.
 - iii. The Department will publish a training calendar, at least quarterly, notifying the counties of training opportunities.
 - iv. Provide timely written guidance related to new federal or state statutes or regulations. The Department will provide information in advance of the effective date of new policy to the extent possible, including interpretations and clarifications of existing policy.
 - v. Provide technical assistance and training in areas where quality control, monitoring or data indicates a lack of correct application of law, rule or policy.
 - b. Compliance Monitoring:
 - i. Monitor and evaluate county compliance with applicable federal and state laws, rules and policies.
 - ii. Provide feedback to counties with recommended changes when necessary.

- iii. Monitor that all financial resources related to the provision of social services programs covered by this MOU are utilized by the county in compliance with applicable federal and state laws.
- c. Data Submission:
 - i. Maintain and review data submitted by counties pursuant to the mandatory performance requirements.
 - ii. Provide counties with reliable data related to their performance requirements as well as accuracy and timeliness of programs in accordance with state and federal program guidelines. This includes but is not limited to processing applications and recertification, quality control standards, program statistics and fiscal information.
 - iii. The Department shall be responsible for the maintenance and functionality of its information systems utilized in the statewide administration of social services programs covered by this MOU.
- d. Communication:
 - i. Provide counties with clarification or explanation of law, rule or policy governing social services programs when necessary or as requested.
 - ii. Disseminate policy on social services programs and provide counties with timely information on any updates to policy.
 - iii. Provide timely information to counties on any changes to federal law or policy made known to the Department.
 - iv. Provide counties with a timely response to requests for technical assistance or guidance.
 - v. Maintain all policies covering social services programs in a central, accessible location. Policies will be updated, to the extent possible, in advance of the effective date of any new policies or policy changes.
 - vi. Provide counties with an opportunity to submit questions, concerns and feedback related to the administration of social services programs to the Department and provide County a timely response to such communication.
 - vii. Communicate proactively with the County Director of Social Services on matters that effect social services programs covered under this MOU.
 - viii. Communicate directly with the County Manager, Governing Boards, and the County Director of Social Services on matters including but not limited to, corrective action, and significant changes to law, rule and policy that impact the administration of social services programs covered by this MOU.
- e. Inter-agency Coordination:
 - i. Provide guidance to counties in the event they are unable to reach a resolution on a conflict of interest that arises related to the provision of social services programs covered by this MOU.
 - ii. Provide guidance for county DSS personnel on federal and state Emergency Management, mass shelter, Business Continuity Plan (BCP) and Continuity of Operations Plan (COOP) requirements.
 - iii. Coordinate with and communicate to county DSS agencies regarding available and required training opportunities associated with DSS Mass Shelter, BCP and COOP responsibilities.

- iv. Assist and support counties as needed in implementation of operational functions of mass shelter operations and as needed during other emergencies as they arise.
- (5) The Department shall timely meet all of its responsibilities contained in this MOU. “Timely” shall be defined consistent with timeliness requirements set forth in relevant statute, regulation, and policy. Where timeliness is not otherwise defined, “timely” shall mean within a reasonable time under the circumstances.

14.0 Responsibilities of the County

The County hereby agrees that its responsibilities under this MOU are as follows:

- (1) The County shall adhere to the mandated performance requirements for each social services program as identified in Attachment I. For a County Performance Measure identified in Attachment III, the County will work towards achieving performance higher than the County’s performance in the previous fiscal year. The County will ultimately work towards achievement of the Standard Measure for all performance requirements set forth in Attachments I and III.
- (2) The County shall comply with the following administrative responsibilities
 - a. Staff Requirements and Workforce Development:
 - i. The personnel, including new hires and existing staff, involved in the County’s provision of social services programs covered by this MOU shall complete all required and necessary training, which is documented as required by federal and state law and policy.
 - b. Compliance:
 - i. Perform activities related to its social services programs in compliance with all applicable federal and State laws, rules, regulations and policies. Nothing contained herein is intended to, nor has the effect of superseding or replacing state law, rules or policy related to social services programs.
 - ii. Develop and implement internal controls over financial resources related to the County’s social services programs to ensure that all financial resources are used in compliance with applicable federal and state laws.
 - iii. Provide and adhere to corrective action plans as required based on monitoring findings and the Single Audit.
 - c. Data Submission:
 - i. Maintain accurate, thorough records of all social services programs covered by this MOU, in particular, records related to the mandated performance requirements that can be accessed for the purpose of data collection, service provision, monitoring or consultation
 - ii. Ensure reliable data entry into state systems utilized for the administration of social services programs covered under this MOU.
 - iii. Provide, upon request, data to the state for the purpose of, but not limited to, conducting monitoring, case file reviews, error analysis and quality control.
 - iv. Utilize data to understand the performance of their county and to conduct analysis and implement changes where needed if performance measures are not being met.

- d. Communication:
 - i. Respond and provide related action in a timely manner to all communications received from the Department.
 - ii. Provide timely information on all matters that have a potential negative impact on the social services programs they administer, including but not limited to, litigation risks (not including child welfare cases governed by Chapter 7B or adult services cases governed by Chapter 35A or 108A), network and computer issues, or data breaches.
 - iii. Provide timely information regarding temporary or permanent changes to the Social Services Governing Board. or the County Social Services Director, including retirements, separations, or any leave of absences greater than two calendar weeks.
 - e. Inter-agency Cooperation:
 - i. Ensure that county social services personnel complete required training and are prepared to engage in Disaster Management, mass shelter, BCP and COOP operations.
 - ii. Ensure that all plans and systems are in place to meet potential disaster (natural, technical, otherwise) response requirements.
 - iii. Engage with DHHS, state Emergency Management and local leadership in associated efforts.
 - iv. Assist or operate mass shelter operations or other required disaster management responsibilities.
- (3) The County shall timely meet all its responsibilities contained in this MOU. “Timely” shall be defined consistent with timeliness requirements set forth in relevant statute, regulation, policy or as otherwise required by the Department. If timeliness is not otherwise defined, “timely” shall mean within a reasonable time under the circumstances.

15.0 Data Security and Reporting

Data Security: The County shall adopt and apply data privacy and security requirements to comply with all applicable federal, state, department and local laws, regulations, and rules. To the extent that the Department and the county have already entered into one or more data privacy agreements covering all or any portion of the work to be performed under this MOU, the Parties hereby adopt and incorporate such agreements by reference into this MOU as if fully set forth herein.

Duty to Report: The County shall report all privacy and security incidents related to the provision of social services programs covered by the MOU to the Department and the Privacy and Security Office within twenty-four (24) hours after the privacy and security incident is first discovered, provided that the County shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the incident is first discovered. During the performance of this MOU, the County is to notify the Department of any contact by the federal Office for Civil Rights (OCR) received by the County related to the provision of social services programs covered by the MOU. In case of a privacy and security incident, the County, including any subcontractors or agents it retains, shall fully cooperate with the Department.

16.0 Miscellaneous

Choice of Law: The validity of this MOU and any of its terms or provisions, as well as the rights and duties of the parties to this MOU, are governed by the laws of North Carolina. The Parties, by signing this MOU, agree and submit, solely for matters concerning this MOU, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this MOU and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This MOU may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Department and the County. The Parties agree to obtain any necessary approvals, if any, for any amendment prior to such amendment becoming effective. Also, the Parties agree that legislative changes to state law shall amend this MOU by operation of law to the extent affected thereby.

Effective Date: This MOU shall become effective July 1, 2019 and shall continue in effect until June 30, 2020.

Signature Warranty: Each individual signing below warrants that he or she is duly authorized by the party to sign this MOU and to bind the party to the terms and conditions of this MOU.

Lee County

BY: _____
Name

BY: _____
Name

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

North Carolina Department of Health and Human Services

BY: _____
Secretary, Department of Health and Human Services

DATE: _____

ATTACHMENT I

MANDATED PERFORMANCE REQUIREMENTS

I-A: CHILD SUPPORT

I-B: ENERGY

I-C: WORK FIRST

I-D: FOOD AND NUTRITION SERVICES

The **Standard Measure** is the measure set forth in federal or state law, rule or policy that governs the particular program. This is the Measure that all counties are ultimately aiming to achieve.

The **County Performance Measure** is the measure that the County is required to achieve to be in compliance with this MOU. For some programs, the County's Performance Measure will be the same as the Standard Measure. For other programs, the County's Performance Measure may be greater or less than the Standard Measure, dependent upon previous year's performance.

The **Report of Performance** is the period of time in which a County's performance on a particular performance requirement is measured and reported.

**ATTACHMENT I-A
MANDATED PERFORMANCE REQUIREMENTS:**

Child Support

	Standard Measure	County Performance Measure	Rationale and Authority	Report of Performance
1	80% of paternities established or acknowledged for children born out of wedlock.	The County will achieve its given annual percentage of paternities established for children born out of wedlock.	Paternity establishment is an essential component in obtaining and enforcing support orders for children. 42 USC § 652(g)(1)(A) 42 USC § 658a(b)(6)(A) NCGS 110- 129.1	Annual
2	80% of child support cases have a court order establishing support obligations.	The County will achieve its given annual percentage of child support cases that are under an order.	A court order creates a legal obligation for a noncustodial parent to provide financial support to their children. 42 USC § 652(g)(1)(A) 42 USC § 658a(b)(6)(B) NCGS 110- 129.1	Annual
3	80% of current child support paid.	The County will achieve its given annual percentage of current child support paid.	The current collections rate is an indicator for the regular and timely payment of child support obligations. 42 USC § 652(g)(1)(A) 42 USC § 658a(b)(6)(C) NCGS 110- 129.1	Annual
4	80% of cases received a payment towards arrears.	The County will achieve its given annual percentage of cases that received a payment towards arrears.	Collection of child support has been shown to reduce child poverty rates and improve child well-being. 42 USC § 652(g)(1)(A) 42 USC § 658a(b)(6)(D) NCGS 110- 129.1	Annual
5	The county will meet its annual goal of total child support collections.	The County will meet its annual goal of total child support collections.	Measuring total child support collections is an important measure of the program because it encompasses the strength of the laws, practices, and fiscal effort to determine its effectiveness. 42 USC § 652(g)(1)(A) 42 USC § 658a(b)(6)(E) NCGS 110-129.1	Annual

**ATTACHMENT I-B
MANDATED PERFORMANCE REQUIREMENTS:**

Energy Programs

	Standard Measure	County Performance Measure	Rationale and Authority	Report of Performance
1	The County will process 95% of Crisis Intervention Program (CIP) applications within one (1) business day for applicants with no heat or cooling source.	The County will process 95% of Crisis Intervention Program (CIP) applications within one (1) business day for applicants with no heat or cooling source.	Ensure that eligible individuals in a household without a heating or cooling source receive relief as soon as possible. 42 USC §§ 8621-8630 10A NCAC 71V	Monthly
2	The County will process 95% of Crisis Intervention Program (CIP) applications within two (2) business days of the application date for applicants who have a heat or cooling source.	The County will process 95% of Crisis Intervention Program (CIP) applications within two (2) business days of the application date for applicants who have a heat or cooling source.	Ensure that eligible households who are in danger of losing a heating or cooling source receive financial assistance to avert the crisis. 42 USC §§ 8621-8630 10A NCAC 71V	Monthly

**ATTACHMENT I-C
 MANDATED PERFORMANCE REQUIREMENTS:**

Work First

	Standard Measure	County Performance Measure	Rationale and Authority	Report of Performance
1	The County will process 95% Work First applications within 45 days of receipt.	The County will process 95% Work First applications within 45 days of receipt.	Ensure that eligible families receive Work First benefits in a timely manner. TANF State Plan FFY 2016 - 2019 NCGS 108A-31	Monthly
2	The County will process 95% Work First recertifications no later than the last day of the current recertification period.	The County will process 95% Work First recertifications no later than the last day of the current recertification period.	Ensure that Work First families continue to receive assistance and benefits without unnecessary interruption. TANF State Plan FFY 2016 - 2019 NCGS 108A-31	Monthly

**ATTACHMENT I-D
MANDATED PERFORMANCE REQUIREMENTS:**

Food and Nutrition Services

	Standard Measure	County Performance Measure	Rationale and Authority	Report of Performance
1	The County will process 95% of expedited FNS applications within 4 calendar days from the date of application.	The County will process 95% of expedited FNS applications within 4 calendar days from the date of application.	Ensure all expedited FNS applications are processed within required timeframes. 7 CFR § 273.2 FNS Manual: Section 315 FNS Administrative Letter 1-2015	Monthly
2	The County will process 95% of regular FNS applications within 25 days from the date of application.	The County will process 95% of regular FNS applications within 25 days from the date of application.	Ensure all regular FNS applications are processed within required timeframes. 7 CFR § 273.2 FNS Manual: Section 315 FNS Administrative Letter 1-2015	Monthly
3	The County will ensure that 95% of FNS recertifications are processed on time, each month.	The County will ensure that 95% of FNS recertifications are processed on time, each month.	Ensure that eligible families have their recertification benefits processed in a timely manner without interruption. 7 CFR § 273.14	Monthly
4	The County will ensure that 90% of Program Integrity claims are established within 180 days of the date of discovery.	The County will ensure that 90% of Program Integrity claims are established within 180 days of the date of discovery.	Ensure allegations of fraud are addressed promptly. 7 CFR § 273.18	Monthly

ATTACHMENT II

CORRECTIVE ACTION

For this MOU covering Fiscal Year 2019-2020, the Department **will not** initiate any actions set forth in this Attachment related to a County's compliance with the performance requirements set forth in **Attachment III**.

1. Non-Compliance with mandated performance requirements or terms of the MOU

- a. In the event a County Department of Social Services (County DSS)** fails to satisfy a mandated performance requirement set forth in **Attachment I** for three consecutive months or five months in a 12-month period, or for two consecutive 12-month periods for those requirements that are measured annually, or fails to otherwise comply with a term of this MOU, the Department will provide the County DSS with written notification identifying the relevant mandated performance requirement or term and how the County DSS failed to satisfy it.
- b. Upon receipt of notification, the County DSS shall promptly provide the Department with written acknowledgment of receipt.
- c. If the County DSS does not agree that it failed to satisfy the mandated performance requirement or comply with the terms of the MOU, it shall set forth, in writing, the basis for its disagreement. If the County DSS believes its failure to adhere to a mandated performance requirement or term of this MOU is due in whole or in part upon the failure of the Department to meet any of its responsibilities under this MOU or other external factors (i.e., limited court dates, continuances, etc.), the County DSS shall set forth in writing how the failure of the Department or external factors to meet its responsibility to the County DSS contributed to the inability of the County DSS to meet the mandated performance standard or other term of this MOU. This notice shall be received by the Department, along with all supporting documentation, within 10 business days of the County DSS' receipt of the Department's written notification of non-compliance.
- d. If written notice is received in accordance with subsection (c) of this section, the Department will provide the appropriate division director with the all documentation received. Following a review of all documentation, the division director will provide the county with a decision to proceed in developing a joint corrective action plan or to rescind the notice of non-compliance.

2. Joint Corrective Action Plan

- a. The County DSS and Department shall work together to develop a joint corrective action plan to address the non-compliance. The Parties will consider and address the County DSS's written disagreement with the identified non-compliance, if any, in the development of the joint plan.
- b. The joint corrective action plan shall include, at a minimum:
 - i. The role and responsibility of DHHS in providing support to the County DSS to address the non-compliance.

- ii. A detailed strategy with specific actions the County DSS will take to address the non-compliance and ensure ongoing compliance.
 - iii. A strategy to ensure regular supervisory oversight of the social services program at issue;
 - iv. A strategy to ensure program and case documentation is both sufficient and completed within time frames prescribed by law, rule or policy;
 - v. The performance requirements for the County that constitute successful completion of the corrective action plan;
 - vi. A plan for the continuous review of the corrective activities by both the County Director of Social Services, the County DSS Governing Board, and the Department.; and
 - vii. An acknowledgement that failure to successfully complete the corrective action plan shall result in temporary assumption of all or part of the County's administration of its social services programs.
- c. The duration of the joint corrective action plan shall not exceed 12-months. If the County demonstrates it is making progress under the joint corrective action plan, the Department may extend the duration of the plan for one additional period of 6 months.
 - d. The joint corrective action plan shall be signed by the Department and the County DSS Director. A copy of the joint corrective action plan will be sent to the Chair of the DSS Governing Board, the County Manager, and the Chair of the Board of County Commissioners.

3. Failure to Complete Corrective Action Plan/Urgent Circumstances

- a. In the event a County DSS fails to complete the joint corrective action plan or otherwise fails to comply with the terms of the joint corrective action plan, the Department may exercise its authority under the law to assume all or part of the County's social services programs.
- b. In the event a County DSS fails to complete the corrective action plan or otherwise fails to comply with the terms of the corrective action plan, the Department may exercise its authority under the law, and this MOU, to withhold federal and/or state funding.
- c. In certain urgent circumstances, the Secretary may also exercise her statutory authority to assume control of service delivery in the County pursuant to N.C.G.S. 108A-74.

**** In the event the performance requirement or term of the MOU falls outside of the authority of the County DSS, the notification of non-compliance will be sent to the County, and all subsequent steps contained herein shall be followed by the County.**

ATTACHMENT III

PERFORMANCE REQUIREMENTS:

III-A: CHILD WELFARE – CHILD PROTECTIVE SERVICES

III-B: CHILD WELFARE – FOSTER CARE

III-C: WORK FIRST

III-D: ADULT PROTECTIVE SERVICES

III-E: SPECIAL ASSISTANCE

III-F: CHILD CARE SUBSIDY

The **Standard Measure** is the measure set forth in federal or state law, rule or policy that governs the particular program. This is the Measure that all counties are ultimately aiming to achieve.

The **County Performance Measure** is the measure that the County is required to achieve to be in compliance with this MOU. For some programs, the County's Performance Measure will be the same as the Standard Measure. For other programs, the County's Performance Measure may be greater or less than the Standard Measure, dependent upon previous year's performance.

The **Report of Performance** is the period of time in which a County's performance on a particular performance requirement is measured and reported.

The Performance Requirements contained in this Attachment are not subject to the corrective action process set forth in Attachment II.

**ATTACHMENT III-A
PERFORMANCE REQUIREMENTS:**

Child Welfare – Child Protective Services

	Standard Measure	County Performance Measure	Rationale and Authority	Report of Performance
1	The County will initiate 95% of all screened-in reports within required time frames	DHHS will work with the county to identify the County's performance measure for FY 20-21 based on the County's performance for the preceding state fiscal year	<p>Ensure that allegations of abuse, neglect and dependency are initiated timely. The timeframes for initiating an investigation of child maltreatment are defined in state law as, immediately, within 24 hours, or within 72 hours depending on the nature and severity of the alleged maltreatment.</p> <p>NC General Statutes § 7B-302; 10A NCAC 70A .0105; NCDHHS Family Services Manual: Vol. 1, Chapter VIII: Child Protective Services, Section 1408 - Investigative & Family Assessments</p>	Monthly
2	For all children who were victims of maltreatment during a twelve-month period, no more than 9.1% received a subsequent finding of maltreatment	DHHS will work with the county to identify the County's performance measure for FY 20-21 based on the County's performance for the preceding state fiscal year	<p>Ensure that children who have been substantiated as abused, neglected or dependent are protected from further harm.</p> <p>National Standards for State Performance on Statewide Data Indicators established by the Children's Bureau to determine conformity with Title IV-B and IV-E of the Social Security Act and the Child and Family Services Review.</p>	Monthly

**ATTACHMENT III-B
PERFORMANCE REQUIREMENTS:**

Child Welfare - Foster Care

	Standard Measure	County Performance Measure	Rationale and Authority	Report of Performance
1	The County will ensure that 95% of all foster youth have face-to-face visits by the social worker each month.	DHHS will work with the county to identify the County's performance measure for FY 20-21 based on the County's performance for the preceding state fiscal year	<p>Ensure the ongoing safety of children and the engagement and well-being of families.</p> <p>Child and Family Services Improvement Act of 2006 (Public Law 109-288, section 7) amending Section 422(b) of the Social Security Act (42 USC 622(b))</p>	Monthly
2	The County will provide leadership for ensuring that 40.5% of children who enter foster care in a 12-month period are discharged to permanency within 12 months of entering foster care.	DHHS will work with the county to identify the County's performance measure for FY 20-21 based on the County's performance for the preceding state fiscal year	<p>Ensure that children in out-of-home placements are able to obtain safe and permanent homes as soon as possible after removal from their home.</p> <p>National Standards for State Performance on Statewide Data Indicators established by the Children's Bureau to determine conformity with Title IV-B and IV-E of the Social Security Act and the Child and Family Services Review.</p>	Monthly
3	The County will provide leadership for ensuring that of children who enter foster care in a 12-month period who were discharged within 12 months to reunification, kinship care, or guardianship, no more than 8.3% re-enter foster care within 12 months of their discharge.	DHHS will work with the county to identify the County's performance measure for FY 20-21 based on the County's performance for the preceding state fiscal year	<p>Ensure that children existing foster care are in stable homes so that they do not re-enter foster care.</p> <p>CFSR: Safety Outcome 1: Children are, first and foremost protected from abuse and neglect.</p> <p>National Standards for State Performance on Statewide Data Indicators established by the Children's Bureau to determine conformity with Title IV-B and IV-E of the Social Security Act and the Child and Family Services Review.</p>	Monthly
4	The County will provide leadership for ensuring that of all children who enter foster care in a 12-month period	DHHS will work with the county to identify the County's performance measure for FY 20-21 based on the County's performance for the preceding state fiscal year	Ensure that children who are removed from their homes experience stability while they are in foster care.	

<p>in the county, the rate of placement moves per 1000 days of foster care will not exceed 4.1%.</p>		<p>CFSR: Permanency Outcome 1: Children have permanency and stability in their living situations.</p> <p>National Standards for State Performance on Statewide Data Indicators established by the Children's Bureau to determine conformity with Title IV-B and IV-E of the Social Security Act and the Child and Family Services Review.</p>	<p>Monthly</p>
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**ATTACHMENT III-C
PERFORMANCE REQUIREMENTS:**

Work First

	Standard Measure	County Performance Measure	Rationale and Authority	Report of Performance
1	The County will collect documentation from 50% of all Work-Eligible individuals that demonstrates completion of the required number of hours of federally countable work activities.	DHHS will work with the county to identify the County's performance measure for FY 20-21 based on the County's performance for the preceding state fiscal year	Ensure that all work-eligible individuals are engaged in federally countable work activities. TANF State Plan FFY 2016 - 2019 NCGS 108A-27.2(10) NCGS 108A-27.6(1) NCGS 108A-27.13(a) NCGS 108A-27.14(a)-(b)	Monthly
2	The County will collect documentation from 90% of two-parent families with Work Eligible individuals that verifies that they have completed the required number of hours of federally countable work activities.	DHHS will work with the county to identify the County's performance measure for FY 20-21 based on the County's performance for the preceding state fiscal year	Ensure all work-eligible two-parent families are engaged in federally countable work activities for the required number of participation hours. TANF State Plan FFY 2016 - 2019 NCGS 108A-27.2(10) NCGS 108A-27.6(1) NCGS 108A-27.13(a) NCGS 108A-27.14(a)-(b)	Monthly

**ATTACHMENT III-D
 PERFORMANCE REQUIREMENTS:**

Adult Protective Services (APS)

	Standard Measure	County Performance Measure	Rationale and Authority	Report of Performance
1	The County will complete 95% of APS evaluations involving allegations of abuse or neglect within 30 days of the report.	DHHS will work with the county to identify the County's performance measure for FY 20-21 based on the County's performance for the preceding state fiscal year	Responding quickly to allegations of adult maltreatment is essential to case decision-making to protect the adult. State law requires that a prompt and thorough evaluation is made of all reports of adult maltreatment. NCGS 108A-103	Monthly
2	The County will complete 85% of APS evaluations involving allegations of exploitation within 45 days of the report.	DHHS will work with the county to identify the County's performance measure for FY 20-21 based on the County's performance for the preceding state fiscal year	Protecting a disabled adult from exploitation is critical to ensuring their safety and well-being. State law requires a prompt and thorough evaluation is made of all reports of adult exploitation. NCGS 108A-103	Monthly

**ATTACHMENT III-E
 PERFORMANCE REQUIREMENTS:**

Special Assistance (SA)

	Standard Measure	County Performance Measure	Rationale and Authority	Report of Performance
1	The County will process 85% of Special Assistance for the Aged (SAA) applications within 45 calendar days of the application date.	DHHS will work with the county to identify the County's performance measure for FY 20-21 based on the County's performance for the preceding state fiscal year	<p>Ensure eligible individuals receive supplemental payments to support stable living arrangements.</p> <p>Timely application processing of SAA benefits is essential to an individual's proper care and treatment.</p> <p>10A NCAC 71P .0604</p>	Monthly
2	The County will process 85% of Special Assistance for the Disabled (SAD) applications within 60 calendar days of the application date.	DHHS will work with the county to identify the County's performance measure for FY 20-21 based on the County's performance for the preceding state fiscal year	<p>Ensure eligible individuals receive supplemental payments to support stable living arrangements.</p> <p>Timely application processing of SAD benefits is essential to an individual's proper care and treatment.</p> <p>10A NCAC 71P .0604</p>	Monthly

**ATTACHMENT III-F
PERFORMANCE REQUIREMENTS:**

Child Care Subsidy

	Standard Measure	County Performance Measure	Rationale and Authority	Report of Performance
1	The County will process 95% of Child Care Subsidy applications within 30 calendar days of the application date.	The County will process 95% of Child Care Subsidy applications within 30 calendar days of the application date.	Ensure that families can place their children in quality child care without undue delay. North Carolina Child Care Development Fund State Plan	Monthly



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WHAT ARE THE PERFORMANCE MEASURES?

In 2017, the North Carolina General Assembly passed the Family/Child Accountability and Protection Act/Rylan's Law - [Session Law 2017-41](#). The law requires all counties to enter into an annual agreement with the NC Department of Health and Human Services (NCDHHS) for all social services programs excluding medical assistance (NC Medicaid). The goal of the annual agreements is to support the provision of consistent, quality child welfare and social services that ensure the safety, health and well-being of children, adults and families served across North Carolina.

The law requires the agreement to contain performance requirements and administrative responsibilities. This fact sheet is one of seven fact sheets describing the 26 performance measures in the 2019-20 Memorandum of Agreement. The seven fact sheets address: 1) Adult Services, 2) Child Care Assistance Services, 3) Child Support Services, 4) Child Welfare Services, 5) Energy Programs, 6) Food and Nutrition Services, and 7) Work First Services.

Why Were These Adult Services Measures Selected?

The NCDHHS-County Memorandum of Agreement includes four Adult Services performance measures: two Adult Protective Services (APS) measures and two State-County Special Assistance measures. Together, these four measures address the immediate safety, ongoing protection from abuse and neglect, and long-term security and well-being of older adults and individuals with disabilities. The goal is to provide services and protections to individuals and families experiencing serious health and safety needs who are not, at least temporarily, able to assist themselves with the goal of helping them return to independent, community living.

BASIS

[NC G.S. 108A-103 Article 6](#) requires that an APS evaluation shall be completed within 30 days for allegations of abuse or neglect and within 45 days for allegations of exploitation. [NC Administrative Rule: 10A NCAC 71P .0604](#) requires that applications be processed and a notice approving or denying the application stating the effective date be mailed within 45 calendar days from the date the application form is signed for persons aged 65 and older.

NOTE: This measure is a growth measure. Performance over prior years will be compiled and shared with counties. For Fiscal Year 2019-2020 MOU, the Department will not initiate any corrective action for a county's performance related to this MOU performance measure.

A Closer Look: Adult Protective Services Performance Measures

1. County will complete 95% of APS evaluations involving allegations of abuse or neglect within 30 days of the report.

NOTE: This measure is a growth measure. Performance over prior years will be compiled and shared with counties. For Fiscal Year 2019-2020 MOU, the Department will not initiate any corrective action for a county's performance related to this MOU performance measure.

RATIONALE

Responding quickly to allegations of adult abuse, neglect or exploitation is essential in order to make a case decision that will allow the necessary services to be provided to protect the adult. While state statute does not specify a percentage, 95% was selected because counties encounter extenuating circumstances that preclude them from completing a timely evaluation. Timely completion of 95% of these reports indicates substantial compliance with the statute.

BASIS

State law requires that the director of social services receiving a report that an adult needs protective services make a prompt and thorough evaluation to determine whether the adult needs protective services and what services are needed. By statute, the evaluation shall be completed within 30 days for allegations of abuse or neglect.

- NC State Statute: [NC G.S. 108A-103](#)

2. County will complete 85% of APS evaluations involving allegations of exploitation within 45 days of the report.

NOTE: This measure is a growth measure. Performance over prior years will be compiled and shared with counties. For Fiscal Year 2019-2020 MOU, the Department will not initiate any corrective action for a county's performance related to this MOU performance measure.

RATIONALE

Protecting a disabled adult from being improperly used for another's profit or advantage is critical to ensuring their safety and well-being. The most common form of exploitation is related to financial misuse. Therefore, evaluating reports of exploitation often requires that APS staff have access to records from care providers and financial institutions. This can lengthen the time needed to make a determination on the need for protection. Timely completion of 85% of these reports indicates substantial compliance with the statute.

BASIS

State law requires the director of social services to make a prompt and thorough evaluation of any report of potential adult abuse, neglect or exploitation and determine whether or not an adult needs protective services and what services are needed. The evaluation should be completed within 45 days for allegations of exploitation.

- NC State Statute: [NC G.S. 108A-103](#)

A Closer Look: State-County Special Assistance Performance Measures

The NCDHHS-County Memorandum of Agreement includes two State-County Special Assistance Measures. These measures address the timeliness in which the County DSS processes applications for State-County Special Assistance (SA), which pays for room and board for low-income individuals needing care in an assisted living facility. NC Administrative Code (10NCAC 71P.0604) sets the timeliness requirement for processing SA applications.

1. County will process 85% of Special Assistance for the Aged (SAA) applications within 45 calendar days of the application date.

NOTE: This measure is a growth measure. Performance over prior years will be compiled and shared with counties. For Fiscal Year 2019-2020 MOU, the Department will not initiate any corrective action for a county's performance related to this MOU performance measure.

RATIONALE

Individuals in need of placement in an assisted living facility generally require prompt placement to avoid further decline in health or possible harm. State-County Special Assistance (SA) pays for room and board for eligible individuals in a licensed assisted living facility. Timely receipt of these benefits is essential to ensure proper care and treatment. While state rule does not specify a percentage rate, 85% was selected because counties may encounter extenuating circumstances that preclude them from completing a timely determination of eligibility. Timely determination for 85% of applications indicates substantial compliance with the state rule.

BASIS

State administrative rules require that applications be processed and a notice approving or denying the application stating the effective date be mailed within 45 calendar days from the date the application form is signed for persons aged 65 and older.

- NC Administrative Rule: [10A NCAC 71P .0604](#)

2. The County will process 85% of Special Assistance for the Disabled (SAD) applications within 60 calendar days of the application date.

NOTE: This measure is a growth measure. Performance over prior years will be compiled and shared with counties. For Fiscal Year 2019-2020 MOU, the Department will not initiate any corrective action for a county's performance related to this MOU performance measure.

RATIONALE

Individuals in need of placement in an assisted living facility generally require prompt placement to avoid further decline in health or possible harm. State-County Special Assistance (SA) pays for room and board for eligible individuals in a licensed assisted living facility. Eligibility for SA also qualifies an individual to receive Medicaid benefits. Timely receipt of these benefits is essential to ensure proper care and treatment. DSS staff are required to verify several factors to determine eligibility related to income and assets.

While the state rule does not speak to a percentage rate, 85% was selected because counties may encounter extenuating circumstances that preclude them from completing a timely determination of eligibility. Timely determination for 85% of applications indicates substantial compliance with the Rule.

BASIS

State regulations require that applications be processed and a notice approving or denying the application stating the effective date of the payment be mailed within 60 calendar days from the date the application form is signed for persons aged less than 65.

- NC Administrative Rule: [10A NCAC 71P .0604](#)





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Adult Services

Child Care Assistance Services

Child Support Services

Child Welfare Services

Energy Programs

Food and Nutrition Services

Work First Services

WHAT ARE THE PERFORMANCE MEASURES?

In 2017, the North Carolina General Assembly passed the Family/Child Accountability and Protection Act/Rylan's Law - [Session Law 2017-41](#). The law requires all counties to enter into an annual agreement with the NC Department of Health and Human Services (NCDHHS) for all social services programs excluding medical assistance (NC Medicaid). The goal of the annual agreements is to support the provision of consistent, quality child welfare and social services that ensure the safety, health and well-being of children, adults and families served across North Carolina.

The law requires the agreement to contain performance requirements and administrative responsibilities. This fact sheet is one of seven fact sheets describing the 26 performance measures in the 2019-20 Memorandum of Agreement. The seven fact sheets address: 1) Adult Services, 2) Child Care Assistance Services, 3) Child Support Services, 4) Child Welfare Services, 5) Energy Programs, 6) Food and Nutrition Services, and 7) Work First Services.

Why Were These Child Care Assistance Services Measures Selected?

The NCDHHS-County Memorandum of Agreement includes one Subsidized Child Care Assistance Program performance measure. This measure ensures that family eligibility determination and processing of applications for Subsidized Child Care Assistance (SCCA) are performed in a timely manner. This attention to timeliness allows families to begin work or educational activities while their children access quality child care programs. If applications are not processed in a timely manner, families can lose an employment opportunity or may not be able to keep their job or remain in school, if redetermination is delayed.

BASIS

The federal [Child Care and Development Fund Block Grant Act of 2014 \(Act\)](#) provides for assistance to low-income families who are working and/or engaged in educational activities to ensure equal access to high-quality child care services. The Code of Federal Regulations (CFR) at 45 CFR Part 98 describes the requirements for implementation of the Act. Plan provisions at § 98.16 describe requirements the Lead Agency (State) must include in its triennial CCDF Plan (Plan). The State is required to describe how it will ensure timely eligibility determination and processing of applications as a required part of the Plan as stated at § 98.16 (h)(7). The State's current, approved Plan specifies 30 days as the required timeline for the processing of both initial and redetermination applications in section 3.1.8.

FEDERAL COMPLIANCE INSTRUMENTS

States are assessed for compliance on a three-year cycle. The Act at Subpart K - Error Rate Reporting at § 98.101 describes the Case Review Methodology used to assess compliance with requirements for administration of the Act. This review process meets the following requirements:

- Improper Payments Information Act of 2002 (IPIA)
- Improper Payments Elimination and Recovery Act of 2010 (IPERA)
- Improper Payments Elimination and Recovery Improvement Act of 2012 (IPERIA)
- Executive Order 13520 - Reducing Improper Payments 2009

A Closer Look: Child Care Assistance Performance Measures

1. The County will process 95% of Child Care Subsidy initial and redetermination applications within 30 calendar days of the application date.

NOTE: Performance over prior years will be compiled and shared with counties. For Fiscal Year 2019-2020 MOU, the Department will not initiate any corrective action for a county's performance related to this MOU performance measure.

RATIONALE

The intent of this measure is to ensure that families can place their children in quality child care without an undue delay due to administrative processes so that they can begin or ensure continuity of work or approved educational activities.

BASIS

The current, approved State Plan specifies the 30-day eligibility determination requirement in section 3.1.8.

- [North Carolina Child Care Development Fund Plan](#)





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WHAT ARE THE PERFORMANCE MEASURES?

In 2017, the North Carolina General Assembly passed the Family/Child Accountability and Protection Act/Rylan's Law – [Session Law 2017-41](#). The law requires all counties to enter into an annual agreement with the NC Department of Health and Human Services (NCDHHS) for all social services programs excluding medical assistance (NC Medicaid). The goal of the annual agreements is to support the provision of consistent, quality child welfare and social services that ensure the safety, health and well-being of children, adults and families served across North Carolina.

The law requires the agreement to contain performance requirements and administrative responsibilities. This fact sheet is one of seven fact sheets describing the 26 performance measures in the 2019-20 Memorandum of Agreement. The seven fact sheets address: 1) Adult Services, 2) Child Care Assistance Services, 3) Child Support Services, 4) Child Welfare Services, 5) Energy Programs, 6) Food and Nutrition Services, and 7) Work First Services.

Why Were These Child Support Measures Selected?

The NCDHHS-County Memorandum of Agreement includes five child support performance measures. The aim of the performance measures is to ensure that child support is a reliable, accessible source of income so that custodial families can become self-sufficient. Studies have shown that policies to collect child support not only increase financial resources to families, but their impact on payments increase visitation and contact between the children and their parents.

BASIS

The [Personal Responsibility and Work Opportunity Reconciliation Acts \(PRWORA\) of 1996](#), Section 454 of the Social Security Act ([42 U.S.C. 654](#)), [42 U.S.C. 658a\(b\)\(6\)](#), [Public Law 105-200, Section 201](#), and [N.C.G.S. 110-129.1\(a\)\(9\)](#) establish guidelines for performance and an incentive system to provide additional payments to any State based on its performance under the program. The Child Support Performance and Incentive Act of 1998 (CSPIA) ([Public Law 105-200, Section 201](#)) provides the legal basis for the incentive award system. The purpose of Title IV-D incentives is to reward child support programs for good performance results, while holding these programs accountable for poor performance.

Eligibility for and the amount of incentive funding depends on all of the following:

- The total amount of federal funds that are available for a fiscal year.
- The state performance levels in five program service areas (paternity establishment, support establishment, current support payments, payments toward arrearages, and cost effectiveness). The federal Office of Child Support Enforcement (OCSE) distributes a shared pool of federal incentive funds to the states each year. To receive these funds, states must reach a specific level of performance for each of these program service areas.
- The reliability of the state's data as determined by OCSE's annual Data Reliability Audit (DRA). States must prove that their child support collection data in their computer systems is ninety-five percent (95%) reliable and accurate, based on the DRA (pursuant to 45 CFR 305).
- The relative performance levels of other states.

Each federal fiscal year, 85% of the federal incentive funds is shared with the counties, based on their performance in the program service areas mentioned above. The North Carolina Child Support Services (NCCSS) Central Office retains the remaining 15% to enhance centralized child support services.

Federal Regulations [45 CFR 303.52](#) require state IV-D programs to develop a standard methodology for the disbursement of incentive funds to the county/local agencies that are designated as the administrators of their child support programs.

NOTE: For 2019-20, all Child Support performance measures will be growth measures. Counties have individual targets for the current fiscal year for these measures based on their performance for the preceding state fiscal year.

A Closer Look: Child Support Performance Measures

In accordance with Federal Regulations at [45 CFR 305.2](#), the federal Office of Child Support Enforcement (OCSE) determines incentive funding for states by measuring performance levels in these five program areas identified below. County performance measures are established not only to ensure that we meet the performance measures set by the federal government, but that our program is focused on improving the economic self-sufficiency of families with children. Counties falling below the minimum federal performance measure are subject to a corrective action plan.

1. County will achieve its given annual percentage of paternities established for children born out of wedlock.

NOTE: For 2019-20, all Child Support performance measures will be growth measures. Counties have individual targets for the current fiscal year for these measures based on their performance for the preceding state fiscal year.

RATIONALE

Paternity establishment is an essential component in obtaining and enforcing support orders for children. The Paternity Establishment Percentage (PEP) is the percentage of children born out of wedlock for whom paternity has been established or acknowledged.

BASIS

Federal regulations require states to have a 90% minimum PEP rate to earn full incentives and avoid penalties to TANF block grant funding. To ensure continuous improvement, individualized county performance measures are established based on state and federal laws as listed below.

- Federal Code: [42 U.S.C. 652\(g\)\(1\)\(A\)](#)

- Federal Code: [42 U.S.C. 658a\(b\)\(6\)\(A\)](#)
- North Carolina General Statute: [110-129.1\(a\)\(9\)](#)

2. County will achieve its given annual percentage of child support cases that are under an order.

NOTE: For 2019-20, all Child Support performance measures will be growth measures. Counties have individual targets for the current fiscal year for these measures based on their performance for the preceding state fiscal year.

RATIONALE

A child support order obligates noncustodial parents to provide financial support for their children and stipulates the amount of the obligation and how it is to be paid. Child support payments enable parents who do not live with their children to fulfill their financial responsibility to them by contributing to the payment of childrearing costs.

BASIS

Monthly performance is calculated for county/local agencies by determining the number of IV-D cases with child support orders as a percentage of their overall caseload. The average of these monthly percentages is reported at the end of the federal fiscal year. To ensure continuous improvement, individualized county performance measures are established based on state and federal laws as listed below.

- Federal Code: [42 U.S.C. 652\(g\)\(1\)\(A\)](#)
- Federal Code: [42 U.S.C. 658a\(b\)\(6\)\(B\)](#)
- North Carolina General Statute: [N.C.G.S. 110-129.1\(a\)\(9\)](#)

3. County will achieve its given annual percentage of current child support paid.

NOTE: For 2019-20, all Child Support performance measures will be growth measures. Counties have individual targets for the current fiscal year for these measures based on their performance for the preceding state fiscal year.

RATIONALE

The current collection rate is an indicator for the regular and timely payment of child support. Higher rates mean better compliance with the support order and lower accumulation of arrears.

BASIS

“Current support” is the money that is applied to current support obligations and does not include payments toward arrearages. Monthly performance is calculated by determining the amount of current support that is collected as a percentage of the total amount of current support obligations due. The average of these monthly percentages is reported at the end of the federal fiscal year. To ensure continuous improvement, individualized county performance measures are established based on state and federal regulations as listed below.

- Federal Code: [42 U.S.C. 652\(g\)\(1\)\(A\)](#)
- Federal Code: [42 U.S.C. 658a\(b\)\(6\)\(C\)](#)
- North Carolina General Statute: [110-129.1\(a\)\(9\)](#)

4. County will achieve its given annual percentage of cases that received a payment towards arrears.

NOTE: For 2019-20, all Child Support performance measures will be growth measures. Counties have individual targets for the current fiscal year for these measures based on their performance for the preceding state fiscal year.

RATIONALE

Child support collections has been shown to reduce the child poverty rate and improve child well-being. Studies also show that receipt of child support has a positive effect on academic achievement and improves young children’s cognitive development.

BASIS

To ensure continuous improvement, individualized county performance measures are established based on state and federal regulations as listed below.

- Federal Code: [42 U.S.C. 652\(g\)\(1\)\(A\)](#)
- Federal Code: [42 U.S.C. 658a\(b\)\(6\)\(D\)](#)
- NC General Statute: [110-129.1\(a\)\(9\)](#)

5. County will meet its annual goal of total child support collections.

NOTE: For 2019-20, all Child Support performance measures will be growth measures. Counties have individual targets for the current fiscal year for these measures based on their performance for the preceding state fiscal year.

RATIONALE

Regular and consistent child support payments support family self-sufficiency. Research shows that the payment of child support leads to increased involvement and influence of noncustodial parents in their children’s lives.

BASIS

In North Carolina, this performance measure is tracked by looking at the total amount of child support payments that are collected by the county. To ensure continuous improvement, individualized county performance measures are established. Due to an inability to calculate the cost-effectiveness measure on a state fiscal year, that goal is translated into a total collections goal. Even though the goal does not measure actual cost-effectiveness, Counties should remain mindful of expenditures to ensure that they are staying at or above the \$5.00/\$1.00 ratio. The cost effectiveness standard, which is the basis for the total child support collections goal is based on state and federal regulations as listed below.

- Federal Code: [42 U.S.C. 652\(g\)\(1\)\(A\)](#)
- Federal Code: [42 U.S.C. 658a\(b\)\(6\)\(C\)](#)
- North Carolina Administrative Code: [110-129.1\(a\)\(9\)](#)





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WHAT ARE THE PERFORMANCE MEASURES?

In 2017, the North Carolina General Assembly passed the Family/Child Accountability and Protection Act/Rylan's Law - [Session Law 2017-41](#). The law requires all counties to enter into an annual agreement with the NC Department of Health and Human Services (NCDHHS) for all social services programs excluding medical assistance (NC Medicaid). The goal of the annual agreements is to support the provision of consistent, quality child welfare and social services that ensure the safety, health and well-being of children, adults and families served across North Carolina.

The law requires the agreement to contain performance requirements and administrative responsibilities. This fact sheet is one of seven fact sheets describing the 26 performance measures in the 2019-20 Memorandum of Agreement. The seven fact sheets address: 1) Adult Services, 2) Child Care Assistance Services, 3) Child Support Services, 4) Child Welfare Services, 5) Energy Programs, 6) Food and Nutrition Services, and 7) Work First Services.

Why Were These Child Welfare Measures Selected?

The NCDHHS-County Memorandum of Agreement includes six child welfare performance measures. Together, the six measures address the immediate safety, ongoing protection from abuse and neglect, and long-term security and well-being for children entering the state's child welfare system.

BASIS

The federal [Child Abuse Prevention and Treatment Act \(CAPTA\)](#) of 1974 and subsequent amendments provide the foundational guidance for government's role in child protection. CAPTA requires states to identify a minimum set of acts or behaviors that define child abuse and neglect and establish timeframes for responding to reports of abuse and neglect. Other federal law, funding and regulations also govern components of child welfare — for example, both [Titles IV-B and IV-E of the Social Security Act \(SSA\)](#). Title IV-B addresses the provision of child welfare services that can be used for prevention of and response to child abuse and neglect. Title IV-E of the Social Security Act (SSA) focuses on providing safe and stable care for children who are in out-of-home care due to child maltreatment until they can achieve placement permanency by being safely returned home, placed permanently with adoptive families, or placed in other planned arrangements. The Code of Federal Regulations (CFR) [Part 45 1357.10](#) further define requirements for child welfare services.

NOTE: This measure is a growth measure. Performance over prior years will be compiled and shared with counties. For Fiscal Year 2019-2020 MOU, the Department will not initiate any corrective action for a county's performance related to this MOU performance measure.

FEDERAL COMPLIANCE INSTRUMENTS

The federal Children's Bureau assesses states for "substantial conformity" with federal requirements for child welfare services through a periodic Child and Family Services Review (CFSR). Federal guidelines define "substantial conformity" to mean the measure is achieved in 95% of cases reviewed. Two relevant tools are used to evaluate state compliance during the CFSR. They are:

- National Standards for State Performance on Statewide Data Indicators: The Data Indicators are aggregate measures, calculated using available administrative data. These measures look at outcomes for children; for example, whether or not a child is a victim of child abuse or neglect while in foster care, whether or not a child is a repeat victim of abuse or neglect, or whether or not a child is able to achieve a permanent home in 12 months.
- The Onsite Review Instrument (OSRI) includes only a limited sample of case reviews, interviews with children and families engaged in services, and interviews with community stakeholders – such as courts, community agencies, foster families, caseworkers, and service providers. The OSRI looks at ***outcomes for children and the type and quality of services children and in child welfare services receive***. The OSRI involves an intensive review of small sampling of family case records and looks not only at whether or not a particular service or action occurred, but whether or not it was performed in a quality manner. Therefore, the OSRI measures are NOT used as a basis for the NCDHHS County Performance Measures, because data for the Performance Measures must be available for all counties and all cases and recipients of services.

A Closer Look: Child Welfare Performance Measures

1. County will initiate 95% of all screened in reports within required timeframes.

NOTE: This measure is a growth measure. Performance over prior years will be compiled and shared with counties. For Fiscal Year 2019-2020 MOU, the Department will not initiate any corrective action for a county's performance related to this MOU performance measure.

RATIONALE

The intent of this measure to ensure allegations of child abuse, neglect and dependency are initiated within mandated timeframes. This measure addresses how quickly a "screened in" report of child maltreatment (physical, sexual or psychological abuse, neglect, dependency, or human trafficking) must be followed up on with a full investigation. A "screened in report" means that information gathered in the report of child maltreatment has been determined by a county child welfare intake caseworker and supervisors to meet the legal definition of child maltreatment. That same caseworker and their supervisor will determine the urgency of conducting the investigation depending on the nature and severity of the alleged abuse, neglect, exploitation, or dependency.

BASIS

In North Carolina, the timeframes for initiating an investigation of child maltreatment are defined in state law as, immediately, 24 or 72 hours, depending on the severity of the alleged abuse. NC Administrative Rule and the NCDHHS Family Services Manual further define the processes for adhering to the state law.

- NC State Statute: G.S. §7B-302
- NC Administrative Rule: 10A NCAC 70A.0105
- NCDHHS Family Services Manual: Vol 1, Chapter VIII, Section 1408 Investigative and Family Assessments

2. For children who were victims of maltreatment during a 12-month period, no more than 9.1% received a subsequent finding of maltreatment.

NOTE: This measure is a growth measure. Performance over prior years will be compiled and shared with counties. For Fiscal Year 2019-2020 MOU, the Department will not initiate any corrective action for a county's performance related to this MOU performance measure.

RATIONALE

The intent of this measure is to ensure that children who have been substantiated as abused, neglected or dependent are protected from further harm. This measure assesses whether the child welfare agency was successful in preventing subsequent maltreatment of a child if the child was the subject of a substantiated or indicated report of maltreatment.

BASIS

This performance measure is one of the National Standards for State Performance on Statewide Data Indicators that the Children's Bureau uses to determine state's conformity with Titles IV-B and IV-E of the Social Security Act through the Child and Family Services Reviews (CFSRs). The National Standard is that the recurrence of substantiated or indicated maltreatment 9.1% or less.

- National Standards for State Performance on Statewide Data Indicators: pages 3,4 and 6

3. The county will ensure that 95% of all foster youth have face to face visit by the social worker each month.

NOTE: This measure is a growth measure. Performance over prior years will be compiled and shared with counties. For Fiscal Year 2019-2020 MOU, the Department will not initiate any corrective action for a county's performance related to this MOU performance measure.

RATIONALE

The intent of this measure is to ensure the ongoing safety of children and the engagement and well-being of families. Caseworkers meet with children and families to monitor children's safety and well-being; assess the ongoing service needs of children, families and foster parents; engage biological and foster parents in developing case plans; assess permanency options for the child; monitor family progress toward established goals; and ensure that children and parents are receiving necessary services.

BASIS

The Child and Family Services Improvement Act of 2006 amended Part B of Title IV of the Social Security Act to require that, "at a minimum ... children are visited on a monthly basis and that the caseworker visits are well-planned and focused on issues pertinent to case planning and service delivery to ensure the safety, permanency, and well-being of the children."

- Child and Family Services Improvement Act of 2006 Section 7 - Monthly Caseworker Standard; revises Section 422(b) of the Social Security Act (42 U.S.C. 622(b))

4. The county will provide leadership for ensuring that 40.5% of children who enter foster care in a 12-month period are discharged to permanency within 12 months of entering foster care.

NOTE: This measure is a growth measure. Performance over prior years will be compiled and shared with counties. For Fiscal Year 2019-2020 MOU, the Department will not initiate any corrective action for a county's performance related to this MOU performance measure.

RATIONALE

The intent of this measure is to ensure that children in out-of-home placements are able to obtain safe and permanent homes as soon as possible after removal from their homes. Permanency includes discharges from foster care to reunification with a child's parents or primary caregivers, living with a relative, guardianship, or adoption.

BASIS

This performance measure is one of the National Standards for State Performance on Statewide Data Indicators that the Children's Bureau uses to determine state's conformity with Titles IV-B and IV-E of the Social Security Act through the Child and Family Services Reviews (CFSRs). The National Standard is that at least 40.5% of all children who enter foster care in a 12-month period are discharged to permanency within 12 months of entering foster care.

- National Standards for State Performance on Statewide Data Indicators: pages 4 and 6

5. The county will provide leadership for ensuring that of children who enter foster care in a 12-month period who were discharged within 12 months to reunification, kinship care, guardianship, or adoption, no more than 8.3% re-enter foster care within 12 months of their discharge.

NOTE: This measure is a growth measure. Performance over prior years will be compiled and shared with counties. For Fiscal Year 2019-2020 MOU, the Department will not initiate any corrective action for a county's performance related to this MOU performance measure.

RATIONALE

The intent of this measure is to ensure that children exiting foster care either through reunification, guardianship, or adoption are in stable homes so that they do not re-enter foster care. The measure assesses whether the agency's programs and practice are effective in supporting reunification and other permanency goals so that children do not return to foster care.

BASIS

This performance measure is one of the National Standards for State Performance on Statewide Data Indicators that the Children's Bureau uses to determine state's conformity with titles IV-B and IV-E of the Social Security Act through the Child and Family Services Reviews (CFSRs). The National Standard is that no more than 8.3% of all children who enter into and are discharged from foster care within a 12-month period re-enter foster care within 12 months of their discharge.

- [National Standards for State Performance on Statewide Data Indicators: pages 5 and 6](#)

6. The county will provide leadership for ensuring that of all children who enter foster care in a 12-month period in the county, the rate of placement moves per 1,000 days of foster care will not exceed 4.1%.

NOTE: This measure is a growth measure. Performance over prior years will be compiled and shared with counties. For Fiscal Year 2019-2020 MOU, the Department will not initiate any corrective action for a county's performance related to this MOU performance measure.

RATIONALE

Research shows that children who experience fewer placement changes are more likely to experience fewer school changes, less trauma and distress, and less mental health and behavioral problems. Research also suggests that fewer placements therefore contribute to better academic achievement and lasting positive relationships with an adult. This measure assesses whether the agency ensures that children whom the agency removes from their homes experience stability while they are in foster care.

BASIS

This performance measure is one of the National Standards for State Performance on Statewide Data Indicators that the Children's Bureau uses to determine state's conformity with Titles IV-B and IV-E of the Social Security Act through the Child and Family Services Reviews (CFSRs). The National Standard is that of all children who enter foster care in a 12-month period, the average rate of placement moves per 1,000 days of foster care does not exceed 4.1%.

- [National Standards for State Performance on Statewide Data Indicators: pages 5 and 6](#)





2019-20 NCDHHS/COUNTY MEMORANDUM OF AGREEMENT **ENERGY PROGRAMS PERFORMANCE MEASURES FACT SHEET**

Adult
Services

Child Care
Assistance Services

Child Support
Services

Child Welfare
Services

Energy
Programs

Food and
Nutrition Services

Work First
Services

WHAT ARE THE PERFORMANCE MEASURES?

In 2017, the North Carolina General Assembly passed the Family/Child Accountability and Protection Act/Rylan's Law - [Session Law 2017-41](#). The law requires all counties to enter into an annual agreement with the NC Department of Health and Human Services (NCDHHS) for all social services programs excluding medical assistance (NC Medicaid). The goal of the annual agreements is to support the provision of consistent, quality child welfare and social services that ensure the safety, health and well-being of children, adults and families served across North Carolina.

The law requires the agreement to contain performance requirements and administrative responsibilities. This fact sheet is one of seven fact sheets describing the 26 performance measures in the 2019-20 Memorandum of Agreement. The seven fact sheets address: 1) Adult Services, 2) Child Care Assistance Services, 3) Child Support Services, 4) Child Welfare Services, 5) Energy Programs, 6) Food and Nutrition Services, and 7) Work First Services.

Why Were These Energy Programs Measures Selected?

The NCDHHS-County Memorandum of Agreement includes two Energy Performance measures. Energy programs help low-income families, seniors and adults with heating and cooling to protect their health and well-being. These energy programs provide financial assistance so that vulnerable populations in our communities do not have to make difficult choices between heating and cooling their homes or affording other basic necessities such as food, medicine or shelter. Together the two measures address the federal requirements to assist households with the lowest incomes that pay a high proportion of household energy bills.

BASIS

The Federal LIHEAP Statute and Regulations and subsequent amendments provide the foundational guidance for government's role in the administration of the Energy program. The LIHEAP statute was amended in 2005 by Subtitle B of the Energy Policy Act of 2005 (Public Law 109-58) which reauthorized LIHEAP through FY 2007. The LIHEAP statute is codified in the United States Code at: [42 U.S.C. § 8621-8630 \(2008\)](#).

The US HHS regulations for the LIHEAP block grant are found in [45 C.F.R. § 96, Subparts A-F, H](#) of the US HHS block grant regulations also pertain to LIHEAP. The Administration for Children and Families (ACF) conducts compliance reviews. States determined to be in noncompliance face penalties of repayment of misspent funds and/or withholding of federal funds.

A Closer Look: Energy Programs Performance Measures

1. The County will process 95% of Crisis Intervention Program (CIP) applications within one (1) business day for applicants with no heat or cooling source.

RATIONALE

The intent of this measure to ensure that eligible individuals in a household without a heating or cooling source receive relief as soon as possible.

BASIS

Federal Code requires that within one business day after a household applies for crisis benefits, the State will provide assistance that will resolve the energy crisis if a household is eligible to receive benefits and is in a life-threatening situation. North Carolina Administrative Code provides regulations on eligibility criteria.

- Federal Regulation: [42 U.S.C. § 8621-8630 \(2008\)](#).
- NC Administrative Code: [10A NCAC 71V](#)

2. The County will process 95% of Crisis Intervention Program (CIP) applications within two (2) business day for applicants with who have a heat or cooling source.

RATIONALE

The intent of this measure to ensure that eligible households who are in danger of losing a heating or cooling source receive financial assistance to avert the crisis.

BASIS

Federal Code requires that within 48 hours after a household applies for crisis benefits, the State will provide some form of assistance that will resolve the energy crisis if such household is eligible to receive such benefits and is in a life-threatening situation. North Carolina Administrative Code provides regulations on eligibility criteria.

- Federal Regulation: [42 U.S.C. § 8621-8630 \(2008\)](#).
- NC Administrative Code: [10A NCAC 71V](#)





2019-20 NCDHHS/COUNTY MEMORANDUM OF AGREEMENT FOOD AND NUTRITION SERVICES PERFORMANCE MEASURES FACT SHEET

Adult
Services

Child Care
Assistance Services

Child Support
Services

Child Welfare
Services

Energy
Programs

Food and
Nutrition Services

Work First
Services

WHAT ARE THE PERFORMANCE MEASURES?

In 2017, the North Carolina General Assembly passed the Family/Child Accountability and Protection Act/Rylan's Law - [Session Law 2017-41](#). The law requires all counties to enter into an annual agreement with the NC Department of Health and Human Services (NCDHHS) for all social services programs excluding medical assistance (NC Medicaid). The goal of the annual agreements is to support the provision of consistent, quality child welfare and social services that ensure the safety, health and well-being of children, adults and families served across North Carolina.

The law requires the agreement to contain performance requirements and administrative responsibilities. This fact sheet is one of seven fact sheets describing the 26 performance measures in the 2019-20 Memorandum of Agreement. The seven fact sheets address: 1) Adult Services, 2) Child Care Assistance Services, 3) Child Support Services, 4) Child Welfare Services, 5) Energy Programs, 6) Food and Nutrition Services, and 7) Work First Services.

Why Were These Food and Nutrition Services Measures Selected?

The NCDHHS-County Memorandum of Agreement includes three Food and Nutrition Services (FNS) performance measures. Research shows that FNS Supplemental Nutrition Assistance Program (SNAP) benefits reduce poverty and food insecurity, and that this leads to improved health and economic outcomes over the long-term, especially for those who receive SNAP as children.

BASIS

The Food and Nutrition Act of 2008 (As amended Through P.L.113-79, Effective Feb. 7, 2014) provides the foundational guidance for administration of the FNS program.

FEDERAL COMPLIANCE AND STATE INSTRUMENTS

The USDA is mandated by federal regulations to monitor program administration and operation of Food and Nutrition Services program. Monitoring of the state's compliance is completed through the Management Evaluation process. The Management Evaluation address and assess State agency achievement of program objectives and FNS' strategic performance objectives and priorities.

A Closer Look: Food and Nutrition Services Performance Measures

1. **The County will process 95% of regular FNS applications within the required timeframes.**

RATIONALE

The intent of this measure to ensure all regular FNS applications are processed within the required timeframe. A food-secure household means that all members of the household receiving FNS benefits have access to healthy and nutritious food to support the health and well-being of the family including children, the elderly and disabled.

BASIS

The State is required to ensure benefits are available to the household no later than thirty (30) calendar days following the date of application. To ensure households are provided with benefits in a timely manner, FNS applications and reapplications must be approved no later than the twenty-fifth (25th) calendar day from the date of the application for regular FNS application and no later than four (4) calendar days for households identified as expedited.

- Federal Regulation: [7 CFR 274.2](#)
- Federal Regulation: [FNS 315 Application Time Frames](#)
- Federal Regulation: [FNS 320 Expedited Service](#)
- Federal Program Policy: [FNS Administrative Letter 1-2015](#)

2. **The County will ensure that 95% of FNS recertifications are processed within the required timeframes each month.**

RATIONALE

The intent of this measure is to ensure that families that were previously determined eligible have their recertification for benefits processed in a timely manner to ensure uninterrupted access to healthy and nutritious food to support the health and well-being of families that continue to be eligible for FNS benefits.

BASIS

In accordance with federal regulation, the State is required to ensure that households who received a notice of expiration and reapplied, receive either a notice of eligibility or a notice of denial no later than thirty (30) days from the last allotment received.

- Federal Regulation: [7 CFR 273.14 Recertification](#)

3. **The County will ensure that 90% of program integrity claims are established within the required timeframe.**

RATIONALE

Program integrity ensures that allegations of fraud are addressed promptly.

BASIS

The State must establish a claim within 180 days from the date of discovery. The date of discovery is the date the overpayment amount was determined. The state is required to ensure 90 percent of all claims are established or processed within the 180 days.

- Federal Regulation: [7 CFR 273.18](#)





2019-20 NCDHHS/COUNTY MEMORANDUM OF AGREEMENT **WORK FIRST PERFORMANCE MEASURES FACT SHEET**

Adult
Services

Child Care
Assistance Services

Child Support
Services

Child Welfare
Services

Energy
Programs

Food and
Nutrition Services

Work First
Services

WHAT ARE THE PERFORMANCE MEASURES?

In 2017, the North Carolina General Assembly passed the Family/Child Accountability and Protection Act/Rylan's Law - [Session Law 2017-41](#). The law requires all counties to enter into an annual agreement with the NC Department of Health and Human Services (NCDHHS) for all social services programs excluding medical assistance (NC Medicaid). The goal of the annual agreements is to support the provision of consistent, quality child welfare and social services that ensure the safety, health and well-being of children, adults and families served across North Carolina.

The law requires the agreement to contain performance requirements and administrative responsibilities. This fact sheet is one of seven fact sheets describing the 26 performance measures in the 2019-20 Memorandum of Agreement. The seven fact sheets address: 1) Adult Services, 2) Child Care Assistance Services, 3) Child Support Services, 4) Child Welfare Services, 5) Energy Programs, 6) Food and Nutrition Services, and 7) Work First Services.

Why Were These Work First Measures Selected?

The NCDHHS-County Memorandum of Agreement includes four Work First performance measures. Together, the four measures assist families in reaching their goals of self-sufficiency and reduce the need for public assistance programs through job preparation and work activities. The work participation requirements govern the federal block grant funding and the provisions to provide timely assistance to eligible county residents.

BASIS

Title IV-A of the Social Security Act (SSA) and [The Personal Responsibility and Work Opportunity Reconciliation Act](#) (PRWORA) provide the foundational guidance for the government's accountability in assisting needy families with children. Title IV-A addresses the required submission of a State Plan in which the State program defines timelines for the determination of assistance. PRWORA and the subsequent reauthorization, [Deficit Reduction Act of 2005](#) requires states to ensure participants subject to work participation requirements meet specific work participation measures.

FEDERAL COMPLIANCE INSTRUMENT

The Administration for Children and Families (ACF) assesses states for compliance with the federal requirements through the TANF Work Participation Rates, All Family and Two-Parent. Federal regulation defines compliance to mean that 50% of all families and 90% of all two-parent families receiving cash assistance and subject to the work requirements meet the required number of work participation hours. States are required to monitor and document the required work participation hours and submit the data to ACF. [Title IV-A of the SSA](#) requires that eligibility determination must be provided in a reasonable and prompt manner (timely). The [North Carolina TANF State Plan](#) defines reasonable and prompt manner or timeliness for applications as 45 calendar days from the application date. The timeliness for the recertification for a cash assistance is no later than the last day of the current certification period.

The TANF Data Report (ACF-199) is the federal tool used to evaluate state compliance. ACF uses this report to calculate the work participation rates for North Carolina. The state is required to collect relevant data monthly and report it to ACF.

When ACF determines a state to not to have achieved substantial conformity in all the areas assessed, the state must develop and implement a Program Improvement Plan that addresses the areas of nonconformity. Penalties for failing to comply with requirements may include withholding of funds by the federal government that are allocated to counties by North Carolina to cover administrative costs for Work First Program services.

A Closer Look: Work First Services Performance Measures

1. **The County will ensure that 50% of all work-eligible individuals complete the required number of hours of federally countable work activities.**

NOTE: This measure is a growth measure. Performance over prior years will be compiled and shared with counties. For Fiscal Year 2019-2020 MOU, the Department will not initiate any corrective action for a county's performance related to this MOU performance measure.

RATIONALE

The intent of this measure is to ensure all work-eligible individuals are engaged in federally countable work activities. This measure promotes job preparation and work. Through this program families develop work experience which will enable them to find full-time sustainable employment, exit public assistance programs, and become self-sufficient.

BASIS

This performance measure is one of the Work Participation indicators designed to measure the state's conformity to TANF federal regulation. NC General Statute and NCDHHS TANF State Plan further define the expectations for this program.

- NC General Statute: [NC GS 108A-27.2\(10\)](#)
- NC General Statute: [NC GS 108A-27.6\(1\)](#)
- NC General Statute: [NC GS 108A-27.13\(a\)](#)
- NC General Statute: [NC GS 108A-27.14\(a\)](#)
- NC General Statute: [NC GS 108A-27.14\(b\)](#)
- State Plan: [TANF State Plan FFY 2016 - 2019](#)

2. **The County will ensure that 90% of two-parent families with work-eligible individuals have completed the required number of hours of federally countable work activities.**

NOTE: This measure is a growth measure. Performance over prior years will be compiled and shared with counties. For Fiscal Year 2019-2020 MOU, the Department will not initiate any corrective action for a county's performance related to this MOU performance measure.

RATIONALE

The intent of this measure is to ensure all work-eligible two-parent families are engaged in federally countable work activities for the required number of participation hours. This measure promotes job preparation and work. Through this program families develop work experience which will enable them to find full-time sustainable employment, exit public assistance programs, and become self-sufficient.

BASIS

This performance measure is one of the Work Participation indicators designed to measure the state's conformity to TANF federal regulation. NC General Statute and NCDHHS TANF State Plan further define the expectations for this program.

- NC General Statute: [NC GS 108A-27.2\(10\)](#)
- NC General Statute: [NC GS 108A-27.6\(1\)](#)
- NC General Statute: [NC GS 108A-27.13\(a\)](#)
- NC General Statute: [NC GS 108A-27.14\(a\)](#)
- NC General Statute: [NC GS 108A-27.14\(b\)](#)
- State Plan: [TANF State Plan FFY 2016 - 2019](#)

3. The County will process 90% of Work First applications within 45 days of receipt.

RATIONALE

The intent of this measure is to ensure that families receive the Work First benefits for which they are eligible in a timely manner. Families that participate in the Work First Program rely on this service for cash assistance, job placement, training and education. Timely processing of applications ensures that applicants can access these services quickly and begin to receive services that lead to self-sufficiency.

BASIS

This performance measure determines the state's conformity with Title IV-A of the Social Security Act to provide eligibility determination in a reasonable and prompt manner. NC General Statute and the NC State Plan provides the basis for program policy.

- North Carolina General Statute: [NC GS 108A-31](#)
- State Plan: [TANF State Plan FFY 2016 - 2019](#)

4. The County will process 90% of Work First recertifications no later than the last day of the current certification period.

RATIONALE

The intent of this measure is to ensure that families who were previously determined eligible for the Work First program continue to receive assistance and benefits without an unnecessary interruption in their benefits and case work services.

BASIS

This performance measure determines the state's conformity with Title IV-A of the Social Security Act to provide eligibility determination in a reasonable and prompt manner. NC General Statute and the NC State Plan provides the basis for program policy.

- North Carolina General Statute: [NC GS 108A-31](#)
- State Plan: [TANF State Plan FFY 2016 - 2019](#)



NCDHHS/COUNTY MEMORANDUM OF AGREEMENT COUNTY PERFORMANCE MEASURE DATA METHODOLOGY

MEASURE TYPE	NO.	MEASURE DESCRIPTION	DENOMINATOR DESCRIPTION	NUMERATOR DESCRIPTION	REPORTING PERIODS	PAGE #S
GROWTH	CS 1	The county will achieve its given annual percentage of paternities established for children born out of wedlock.	Number of children in the caseload as of the end of the preceding fiscal year who were born out-of-wedlock	Number of children in the caseload in the fiscal year who were born out-of-wedlock with paternity established or acknowledged	Reports are generated in the month after the last day of the month. EXAMPLE: Data for the month of January is as of January 31, 2018; Report is generated in February.	3-5
	CS 2	The county will achieve its given annual percentage of child support cases that are under an order.	Number of IV-D Cases	Number of IV-D Cases with support orders	Reports are generated in the month after the last day of the month. EXAMPLE: Data for the month of January is as of January 31, 2018; Report is generated in February.	3-5
	CS 3	The county will achieve its given annual percentage of current child support paid.	Amount Owed for Current Support IV-D Cases	Amount Collected for current support in IV-D Cases	Reports are generated in the month after the last day of the month. EXAMPLE: Data for the month of January is as of January 31, 2018; Report is generated in February.	3-5
	CS 4	The county will achieve its given annual percentage of cases that received a payment towards arrears.	Number of IV-D Cases with Arrears Due	Number of IV-D Cases Paying Toward Arrears	Reports are generated in the month after the last day of the month. EXAMPLE: Data for the month of January is as of January 31, 2018; Report is generated in February.	3-5
	CS 5	The county will meet its annual goal of total child support collections.	Counties' goal for total collections as determined by the Child Support Services State office	Amount collected as reported using the XPTR report, IV-D Collections Report	Reports are generated in the month after the last day of the month. EXAMPLE: Data for the month of January is as of January 31, 2018; Report is generated in February.	3-5
ENERGY PROGRAMS						
FIXED	EP 1	The County will process 95% of Crisis Intervention Program (CIP) applications within one (1) business day for applicants with no heat or cooling source.	Total number of applications processed during the month	Total number of timely applications processed within one (1) business day for applicants with no heat or cooling source (accounting for weekend and holidays)	Reports are generated in the month following the actual report month. EXAMPLE: Data for the month of January represents January 1 – January 31; Report is generated in February.	6
FIXED	EP 2	The County will process 95% of Crisis Intervention Program (CIP) applications within two (2) business days of the application date for applicants who have a heat or cooling source.	Total number of applications processed during the month	Total number of timely applications processed within two (2) business days of the application date for applicants who have a heat or cooling source (accounting for weekend and holidays)	Reports are generated in the month following the actual report month. EXAMPLE: Data for the month of January represents January 1 – January 31; Report is generated in February.	6

NCDHHS/COUNTY MEMORANDUM OF AGREEMENT COUNTY PERFORMANCE MEASURE DATA METHODOLOGY

FOOD AND NUTRITION SERVICES						
FIXED	FNS 1	The County will process 95% of expedited FNS applications within 4 calendar days from the date of application.	Total number of expedited applications processed during the reporting period	Number of expedited applications processed timely	Reports are generated in the month following the actual report month. EXAMPLE: Data for the month of January represents January 1 – January 31; Report is generated in February.	7-8
FIXED	FNS 2	The County will process 95% of regular FNS applications within 25 days from the date of application.	Number of regular applications processed during the reporting period	Number of regular applications processed timely	Reports are generated in the month following the actual report month. EXAMPLE: Data for the month of January represents January 1 – January 31; Report is generated in February.	7-8
FIXED	FNS 3	The County will ensure that 95% of FNS recertifications are processed on time, each month.	Total number of recertifications processed during the reporting period	Total number of recertifications processed timely	Reports are generated in the month following the actual report month. EXAMPLE: Data for the month of January represents January 1 – January 31; Report is generated in February.	7-8
FIXED	FNS 4	The County will ensure that 90% of Program Integrity claims are established within 180 days of the date of discovery.	Total number of claims established during the reporting period	Total number of claims established less than or equal to 180 days	Reports are generated in the month following the actual report month. EXAMPLE: Data for the month of January represents January 1 – January 31; Report is generated in February.	7-8
WORK FIRST SERVICES						
FIXED	WF 3	The County will process 95% Work First applications within 45 days of receipt.	Total number of applications due in the reporting period	Total number of applications processed timely (accounting for weekend and holidays)	Reports are generated in the month following the actual report month. EXAMPLE: Data for the month of January represents January 1 – January 31; Report is generated in February.	9
FIXED	WF 4	The County will process 95% Work First recertifications no later than the last day of the current recertification period.	Total number of recertifications due in the reporting period	Number of recertifications processed by the due date (last day of the current period)	Reports are generated in the month following the actual report month. EXAMPLE: Data for the month of January represents January 1 – January 31; Report is generated in February.	9

NCDHHS/COUNTY MEMORANDUM OF AGREEMENT COUNTY PERFORMANCE MEASURE DATA SETS

**CHILD SUPPORT SERVICES
CALENDAR YEAR 2018**

CS 1: The county will achieve its given annual percentage of paternities established for children born out of wedlock.

LEE COUNTY	YOUR GOAL	IS THE GOAL ON TRACK?	STATE AVG (%)	COUNTY %	COUNTY DENOMINATOR	COUNTY NUMERATOR
JANUARY 2018	100.00%	YES	97.04%	97.10%	1934	1878
FEBRUARY 2018	100.00%	YES	98.16%	98.09%	1934	1897
MARCH 2018	100.00%	YES	99.41%	99.38%	1934	1922
APRIL 2018	100.00%	YES	100.63%	100.00%	1934	1934
MAY 2018	100.00%	YES	101.83%	101.09%	1934	1955
JUNE 2018	100.00%	YES	102.85%	102.38%	1934	1980
JULY 2018	100.00%	NO	89.22%	90.44%	1915	1732
AUGUST 2018	100.00%	NO	90.58%	91.91%	1915	1760
SEPTEMBER 2018	100.00%	NO	91.68%	92.90%	1915	1779
OCTOBER 2018	100.00%	YES	92.97%	93.94%	1915	1799
NOVEMBER 2018	100.00%	YES	93.99%	94.52%	1915	1810
DECEMBER 2018	100.00%	YES	94.96%	94.88%	1915	1817

CS 2: The county will achieve its given annual percentage of child support cases that are under an order.

LEE COUNTY	YOUR GOAL	IS THE GOAL ON TRACK?	STATE AVG (%)	COUNTY %	COUNTY DENOMINATOR	COUNTY NUMERATOR
JANUARY 2018	89.20%	YES	88.18%	88.99%	2479	2206
FEBRUARY 2018	89.20%	YES	87.91%	89.62%	2467	2211
MARCH 2018	89.20%	NO	87.77%	88.95%	2489	2214
APRIL 2018	89.20%	NO	87.88%	89.05%	2474	2203
MAY 2018	89.20%	NO	87.89%	88.67%	2480	2199
JUNE 2018	89.20%	NO	88.23%	88.35%	2490	2200
JULY 2018	88.35%	NO	85.73%	87.96%	2492	2192
AUGUST 2018	88.35%	NO	85.32%	87.60%	2492	2183
SEPTEMBER 2018	88.35%	NO	85.26%	87.95%	2481	2182
OCTOBER 2018	88.35%	YES	84.96%	88.29%	2468	2179
NOVEMBER 2018	88.35%	NO	84.89%	88.15%	2472	2179
DECEMBER 2018	88.35%	YES	85.27%	88.73%	2458	2181

NCDHHS/COUNTY MEMORANDUM OF AGREEMENT COUNTY PERFORMANCE MEASURE DATA SETS

CS 3: The county will achieve its given annual percentage of current child support paid.

LEE COUNTY	YOUR GOAL	IS THE GOAL ON TRACK?	STATE AVG (%)	COUNTY %	COUNTY DENOMINATOR	COUNTY NUMERATOR
JANUARY 2018	69.67%	NO	67.61%	67.72%	\$2,862,321	\$1,938,502
FEBRUARY 2018	69.67%	NO	67.48%	67.68%	\$3,270,463	\$2,213,556
MARCH 2018	69.67%	NO	67.63%	67.92%	\$3,678,044	\$2,498,236
APRIL 2018	69.67%	NO	67.66%	67.97%	\$4,084,329	\$2,776,178
MAY 2018	69.67%	NO	67.82%	68.11%	\$4,492,143	\$3,059,719
JUNE 2018	69.67%	NO	67.85%	68.15%	\$4,897,655	\$3,337,577
JULY 2018	68.15%	NO	68.69%	68.03%	\$393,212	\$267,495
AUGUST 2018	68.15%	NO	68.76%	68.06%	\$787,017	\$535,636
SEPTEMBER 2018	68.15%	NO	67.83%	67.03%	\$1,182,769	\$792,777
OCTOBER 2018	68.15%	NO	68.23%	67.28%	\$1,578,675	\$1,062,140
NOVEMBER 2018	68.15%	NO	68.17%	67.00%	\$1,970,654	\$1,320,300
DECEMBER 2018	68.15%	NO	68.06%	66.86%	\$2,371,100	\$1,585,349

CS 4: The county will achieve its given annual percentage of cases that received a payment towards arrears.

LEE COUNTY	YOUR GOAL	IS THE GOAL ON TRACK?	STATE AVG (%)	COUNTY %	COUNTY DENOMINATOR	COUNTY NUMERATOR
JANUARY 2018	70.00%	YES	59.63%	63.49%	1890	1200
FEBRUARY 2018	70.00%	YES	60.83%	64.60%	1907	1232
MARCH 2018	70.00%	YES	63.55%	68.50%	1924	1318
APRIL 2018	70.00%	YES	64.82%	70.07%	1938	1358
MAY 2018	70.00%	YES	66.42%	70.74%	1955	1383
JUNE 2018	70.00%	YES	67.30%	71.46%	1973	1410
JULY 2018	70.00%	YES	31.95%	34.48%	1714	591
AUGUST 2018	70.00%	YES	42.92%	46.90%	1740	816
SEPTEMBER 2018	70.00%	YES	46.23%	49.18%	1771	871
OCTOBER 2018	70.00%	YES	51.99%	55.73%	1796	1001
NOVEMBER 2018	70.00%	YES	55.52%	59.22%	1817	1076
DECEMBER 2018	70.00%	YES	57.51%	60.85%	1834	1116

NCDHHS/COUNTY MEMORANDUM OF AGREEMENT COUNTY PERFORMANCE MEASURE DATA SETS

CS 5: The county will meet its annual goal of total child support collections.						
LEE COUNTY	YOUR GOAL	IS THE GOAL ON TRACK?	STATE AVG (%)	COUNTY %	COUNTY DENOMINATOR	COUNTY NUMERATOR
JANUARY 2018	\$4,650,536	NO	55.25%	52.57%	\$4,650,536	\$2,444,782
FEBRUARY 2018	\$4,650,536	NO	62.90%	59.68%	\$4,650,536	\$2,775,633
MARCH 2018	\$4,650,536	NO	72.76%	69.64%	\$4,650,536	\$3,238,716
APRIL 2018	\$4,650,536	NO	81.30%	77.76%	\$4,650,536	\$3,616,373
MAY 2018	\$4,650,536	NO	90.38%	85.95%	\$4,650,536	\$3,996,911
JUNE 2018	\$4,650,536	NO	98.69%	93.29%	\$4,650,536	\$4,338,600
JULY 2018	\$4,360,293	NO	8.17%	7.70%	\$4,360,293	\$335,808
AUGUST 2018	\$4,360,293	NO	16.27%	15.49%	\$4,360,293	\$675,393
SEPTEMBER 2018	\$4,360,293	NO	23.86%	22.73%	\$4,360,293	\$991,273
OCTOBER 2018	\$4,360,293	NO	32.20%	31.53%	\$4,360,293	\$1,374,849
NOVEMBER 2018	\$4,360,293	NO	40.19%	39.27%	\$4,360,293	\$1,712,364
DECEMBER 2018	\$4,360,293	NO	47.93%	46.76%	\$4,360,293	\$2,038,929

NCDHHS/COUNTY MEMORANDUM OF AGREEMENT COUNTY PERFORMANCE MEASURE DATA SETS

**ENERGY PROGRAMS
CALENDAR YEAR 2018**

EP 1: The County will process 95% of Crisis Intervention Program (CIP) applications within one (1) business day for applicants with no heat or cooling source.

LEE COUNTY	YOUR GOAL	WAS THE GOAL MET?	STATE AVG (%)	COUNTY %	COUNTY DENOMINATOR	COUNTY NUMERATOR
JANUARY 2018	95%	Yes	91%	97%	32	31
FEBRUARY 2018	95%	Yes	90%	100%	5	5
MARCH 2018	95%	Yes	93%	100%	5	5
APRIL 2018	95%	Yes	92%	100%	3	3
MAY 2018	95%	N/A	87%	N/A	N/A	N/A
JUNE 2018	95%	N/A	87%	N/A	N/A	N/A
JULY 2018	95%	Yes	89%	100%	6	6
AUGUST 2018	95%	Yes	93%	100%	17	17
SEPTEMBER 2018	95%	Yes	91%	100%	3	3
OCTOBER 2018	95%	Yes	92%	100%	28	28
NOVEMBER 2018	95%	Yes	94%	100%	38	38
DECEMBER 2018	95%	No	93%	86%	36	31

EP 2: The County will process 95% of Crisis Intervention Program (CIP) applications within two (2) business days of the application date for applicants who have a heat or cooling source.

LEE COUNTY	YOUR GOAL	WAS THE GOAL MET?	STATE AVG (%)	COUNTY %	COUNTY DENOMINATOR	COUNTY NUMERATOR
JANUARY 2018	95%	Yes	95%	100%	244	243
FEBRUARY 2018	95%	Yes	95%	100%	2	2
MARCH 2018	95%	Yes	95%	100%	11	11
APRIL 2018	95%	N/A	96%	N/A	N/A	N/A
MAY 2018	95%	N/A	97%	N/A	N/A	N/A
JUNE 2018	95%	N/A	96%	N/A	N/A	N/A
JULY 2018	95%	Yes	97%	99%	123	122
AUGUST 2018	95%	Yes	97%	100%	190	190
SEPTEMBER 2018	95%	Yes	98%	100%	136	136
OCTOBER 2018	95%	Yes	98%	99%	198	197
NOVEMBER 2018	95%	Yes	97%	100%	150	150
DECEMBER 2018	95%	Yes	97%	96%	157	151

NCDHHS/COUNTY MEMORANDUM OF AGREEMENT COUNTY PERFORMANCE MEASURE DATA SETS

**FOOD AND NUTRITION SERVICES
CALENDAR YEAR 2018**

FNS 1: The County will process 95% of expedited FNS applications within 4 calendar days from the date of application.

LEE COUNTY	YOUR GOAL	WAS THE GOAL MET?	STATE AVG (%)	COUNTY %	COUNTY DENOMINATOR	COUNTY NUMERATOR
JANUARY 2018	95%	Yes	97%	98%	91	89
FEBRUARY 2018	95%	Yes	97%	96%	98	94
MARCH 2018	95%	Yes	98%	99%	74	73
APRIL 2018	95%	Yes	98%	100%	80	80
MAY 2018	95%	Yes	97%	99%	72	71
JUNE 2018	95%	Yes	97%	99%	83	82
JULY 2018	95%	Yes	97%	97%	104	101
AUGUST 2018	95%	Yes	98%	100%	97	97
SEPTEMBER 2018	95%	Yes	97%	98%	83	81
OCTOBER 2018	95%	Yes	96%	100%	66	66
NOVEMBER 2018	95%	Yes	97%	100%	59	59
DECEMBER 2018	95%	Yes	97%	100%	56	56

FNS 2: The County will process 95% of regular FNS applications within 25 days from the date of application.

LEE COUNTY	YOUR GOAL	WAS THE GOAL MET?	STATE AVG (%)	COUNTY %	COUNTY DENOMINATOR	COUNTY NUMERATOR
JANUARY 2018	95%	Yes	97%	98%	141	138
FEBRUARY 2018	95%	Yes	98%	99%	135	133
MARCH 2018	95%	Yes	98%	96%	144	138
APRIL 2018	95%	Yes	98%	95%	142	135
MAY 2018	95%	Yes	98%	100%	115	115
JUNE 2018	95%	Yes	98%	99%	152	150
JULY 2018	95%	Yes	98%	100%	179	179
AUGUST 2018	95%	Yes	98%	98%	176	173
SEPTEMBER 2018	95%	Yes	96%	99%	153	152
OCTOBER 2018	95%	Yes	96%	100%	102	102
NOVEMBER 2018	95%	Yes	97%	100%	88	88
DECEMBER 2018	95%	Yes	97%	99%	139	137

NCDHHS/COUNTY MEMORANDUM OF AGREEMENT COUNTY PERFORMANCE MEASURE DATA SETS

FNS 3: The County will ensure that 95% of FNS recertifications are processed on time, each month.						
LEE COUNTY	YOUR GOAL	WAS THE GOAL MET?	STATE AVG [%]	COUNTY %	COUNTY DENOMINATOR	COUNTY NUMERATOR
JANUARY 2018	95%	Yes	95%	97%	374	363
FEBRUARY 2018	95%	Yes	98%	99%	489	484
MARCH 2018	95%	Yes	98%	99%	429	424
APRIL 2018	95%	Yes	98%	99%	428	422
MAY 2018	95%	Yes	98%	100%	437	437
JUNE 2018	95%	Yes	98%	99%	417	413
JULY 2018	95%	Yes	98%	99%	374	370
AUGUST 2018	95%	Yes	98%	99%	443	439
SEPTEMBER 2018	95%	Yes	96%	99%	346	342
OCTOBER 2018	95%	No	88%	60%	10	6
NOVEMBER 2018	95%	Yes	97%	100%	328	328
DECEMBER 2018	95%	Yes	97%	99%	372	368

FNS 4: The County will ensure that 90% of Program Integrity claims are established within 180 days of the date of discovery.						
LEE COUNTY	YOUR GOAL	WAS THE GOAL MET?	STATE AVG [%]	COUNTY %	COUNTY DENOMINATOR	COUNTY NUMERATOR
JANUARY 2018	90%	Yes	92%	100%	2	2
FEBRUARY 2018	90%	Yes	95%	100%	4	4
MARCH 2018	90%	Yes	94%	100%	6	6
APRIL 2018	90%	Yes	97%	100%	7	7
MAY 2018	90%	Yes	95%	100%	12	12
JUNE 2018	90%	No	96%	75%	4	3
JULY 2018	90%	Yes	97%	100%	7	7
AUGUST 2018	90%	Yes	98%	100%	10	10
SEPTEMBER 2018	90%	Yes	97%	100%	4	4
OCTOBER 2018	90%	Yes	97%	100%	7	7
NOVEMBER 2018	90%	Yes	96%	100%	8	8
DECEMBER 2018	90%	Yes	95%	100%	9	9

NCDHHS/COUNTY MEMORANDUM OF AGREEMENT COUNTY PERFORMANCE MEASURE DATA SETS

**WORK FIRST SERVICES
CALENDAR YEAR 2018**

WF 3: The County will process 95% Work First applications within 45 days of receipt.

LEE COUNTY	YOUR GOAL	WAS THE GOAL MET?	STATE AVG (%)	COUNTY %	COUNTY DENOMINATOR	COUNTY NUMERATOR
JANUARY 2018	95%	Yes	98%	100%	19	19
FEBRUARY 2018	95%	Yes	98%	100%	7	7
MARCH 2018	95%	Yes	99%	100%	13	13
APRIL 2018	95%	Yes	99%	100%	7	7
MAY 2018	95%	Yes	99%	100%	10	10
JUNE 2018	95%	Yes	98%	100%	12	12
JULY 2018	95%	Yes	99%	100%	13	13
AUGUST 2018	95%	Yes	98%	100%	13	13
SEPTEMBER 2018	95%	Yes	98%	100%	15	15
OCTOBER 2018	95%	Yes	96%	100%	10	10
NOVEMBER 2018	95%	Yes	99%	100%	21	21
DECEMBER 2018	95%	Yes	98%	100%	11	11

WF 4: The County will process 95% Work First recertifications no later than the last day of the current recertification period.

LEE COUNTY	YOUR GOAL	WAS THE GOAL MET?	STATE AVG (%)	COUNTY %	COUNTY DENOMINATOR	COUNTY NUMERATOR
JANUARY 2018	95%	Yes	98%	100%	5	5
FEBRUARY 2018	95%	N/A	96%	N/A	N/A	N/A
MARCH 2018	95%	Yes	96%	100%	3	3
APRIL 2018	95%	Yes	99%	100%	3	3
MAY 2018	95%	No	94%	0%	4	0
JUNE 2018	95%	No	97%	50%	2	1
JULY 2018	95%	N/A	97%	N/A	N/A	N/A
AUGUST 2018	95%	Yes	96%	100%	2	2
SEPTEMBER 2018	95%	Yes	96%	100%	3	3
OCTOBER 2018	95%	Yes	97%	100%	2	2
NOVEMBER 2018	95%	N/A	100%	N/A	N/A	N/A
DECEMBER 2018	95%	Yes	100%	100%	1	1



LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

ITEM #:
VIII. C.

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

MEETING DATE: May 6, 2019

SUBJECT: Audit Contract

DEPARTMENT: Finance

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

TYPE: Consent Agenda Action Item Public Hearing Information

REQUEST	Approve audit contract with Thompson, Price, Scott, Adams & Co, P. A. for the fiscal year ending June 30, 2019
BUDGET IMPACT	The \$35,500 fee will be included in the FY 2019-20 budget.
ATTACHMENTS	Contract and engagement letter from Thompson, Price, Scott, Adams & Co, P.A.
PRIOR BOARD ACTION	On 4/22/2105, the Board approved a five year audit services proposal from Thompson, Price, Scott, Adams & Co, P.A.
RECOMMENDATION	Approve the audit contract with Thompson, Price, Scott, Adams & Co, P.A.
SUMMARY	

The County is required to have an audit of its financial statements each year. On 4/2/2015, the Board approved a five-year audit services proposal with Thompson, Price, Scott, Adams & Co, P.A. Listed below is the pricing information for the remaining years from Thompson, Price, Scott, Adams & Co, P.A.

Fiscal year ended	Thompson, Price, Scott, Adams & Co., P.A.
2019	\$35,500

Each year, the Local Government Commission (LGC) requires that a Contract to Audit Accounts be approved by the audit firm, the Board of Commissioners and the LGC before audit work can begin. Attached is a copy of the contract and engagement letter for the audit of our financial statements for the fiscal year ending June 30, 2019. I have reviewed the contract and verified that the pricing is in line with the proposal received previously.



Thompson, Price, Scott, Adams & Co, P.A.
P.O. Box 398
1626 S Madison Street
Whiteville, NC 28472
Telephone (910) 642-2109
Fax (910) 642-5958

Alan W. Thompson, CPA
R. Bryon Scott, CPA
Gregory S. Adams, CPA

April 3, 2019

Lee County
PO Box 1968
Sanford, NC 27331-1968

To Management and Those Charged With Governance:

We are pleased to confirm our understanding of the services we are to provide Lee County for the year ended June 30, 2019. We will audit the financial statements of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of Lee County as of and for the year ended June 30, 2019. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Lee County's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Lee County's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's discussion and analysis.
2. Law Enforcement Officers' Special Separation Allowance
3. Other Postemployment Benefits Schedules
4. Schedule of the Proportionate Share of the Net Pension Asset and Schedule of Contributions – LGERS
5. Schedule of the Proportionate Share of the Net Pension Asset and Schedule of Contributions – ROD

We have also been engaged to report on supplementary information other than RSI that accompanies Lee County's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

1. Schedule of Expenditures of Federal and State Awards.
2. Combining and Individual Fund Financial Statements, Budgetary Schedules, and Other Schedules

Our responsibility for other information included in documents containing the entity's audited financial statements and auditors' report does not extend beyond the financial information identified in the report. We have no responsibility for determining whether such other information contained in these documents is properly stated.

Members

American Institute of CPAs - N.C. Association of CPAs - AICPA Division of Firms

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on-

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Board of Commissioners and management of Lee County. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

Audit Procedures-General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in

accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories (if material), and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures-Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Test of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures-Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Lee County's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Lee County's major programs. The purpose of these procedures will be to express an opinion on Lee County's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal and State awards, and related notes of Lee County in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) designing, implementing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal and State awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal and State awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review by May 15, 2019.

You are responsible for identifying all federal and State awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the

schedule of expenditures of federal and State awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal and State awards. You also agree to make the audited financial statements readily available to intended users of schedules of expenditures of federal and State awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal and State awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal and State awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal and State awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information. With regard to using the auditors' report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents. With regard to electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the financial statements, schedules of expenditures of federal and State awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal and State awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, (Lisa Minter), who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the

assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If for whatever reason your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate. We will not undertake any accounting services (including but not limited to reconciliation of accounts and preparation of requested schedules) without obtaining approval through a written change order or additional engagement letter for such additional work.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' report or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

We will provide copies of our reports to the Board; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Thompson, Price, Scott, Adams & Co., P.A. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request in a timely manner to Oversight Agencies (or its designee), a federal agency provided direct or indirect funding, or the U.S. Government Accounting Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Thompson, Price, Scott, Adams & Co., P.A. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by the federal cognizant agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the audit documentation.

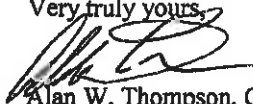
We expect to begin our audit by approximately May 14, 2019 and to issue our reports no later than October 31, 2019. Alan Thompson is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, should not exceed \$35,500. Also, any excessive additional fees incurred in obtaining required audit evidence (i.e. bank confirmations) will be billed directly to the Board. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit.

The Office of State Auditors has requested significant changes in the Single Audit process to include removing direct benefits from the Schedule of Federal and State Awards. Since this will be a new process for everyone, we cannot adequately estimate the amount of additional time that may be required to perform Single Audit testing under the new guidelines. If additional programs are required to be tested that have not been identified as major programs for testing in previous years, additional fees may be charged at standard hourly rates. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. However, we believe that our contract as it is will be sufficient to cover but we do want to reserve the right to discuss this issue.

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

Very truly yours,



Alan W. Thompson, CPA
Thompson, Price, Scott, Adams & Co., P.A.

RESPONSE:

This letter correctly sets forth the understanding of Lee County.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

CC: Board of Commissioners

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The	Governing Board BOARD OF COMMISSIONERS
of	Primary Government Unit LEE COUNTY
and	Discretely Presented Component Unit (DPCU) (if applicable) N/A

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

and	Auditor Name THOMPSON, PRICE, SCOTT, ADAMS & CO, P.A.
	Auditor Address 1626 SOUTH MADISON STREET, WHITEVILLE, NC 28472

Hereinafter referred to as Auditor

for	Fiscal Year Ending 06/30/19	Audit Report Due Date 10/31/19
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Must be within four months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business-type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).

2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by *OMB Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit performed under the requirements found in Subpart F of the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

County and Multi-County Health Departments: The Office of State Auditor will require Auditors of these Governmental Units to perform agreed upon procedures (AUPs) on eligibility determination on certain programs. Both Auditor and Governmental Unit agree that Auditor shall complete and report on these AUPs on

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eligibility determination as required by OSA and in accordance with the instructions and timeline provided by OSA.

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-B §600.41 - §600.42.

4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2011 revisions, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Accounting Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC staff within four months of fiscal year end. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's (Units') records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. (This also includes any progress billings.) [G.S. 159-34 and 115C-447] All invoices for Audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to

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the Auditor to present to the Governmental Unit(s) for payment. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.

9. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 12).

10. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

11. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.

12. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

13. The Auditor shall submit the report of audit in PDF format to LGC Staff when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC along with an Audit Report Reissued Form (available on the Department of State Treasurer website). These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC staff.

If the OSA designates certain programs to be audited as major programs, as discussed in Item 2, a turnaround document and a representation letter addressed to the OSA shall be submitted to LGC Staff.

14. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the

Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

15. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing, on the Amended LGC-205 contract form and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to charter schools). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

16. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 26 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

17. Special provisions should be limited. Please list any special provisions in an attachment.

18. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the parent government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

19. The contract shall be executed, pre-audited (pre-audit requirement does not apply to charter schools), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

20. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

21. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

22. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

23. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

24. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

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25. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

26. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 16 for clarification).

27. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/sig/Pages/Audit-Forms-and-Resources.aspx>.

28. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

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FEES FOR AUDIT SERVICES

For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Governmental Auditing Standards* (as applicable). Bookkeeping and other non-attest services necessary to perform the audit shall be included under this contract. However, bookkeeping assistance shall be limited to the extent that the Auditor is not auditing his or her own work or making management decisions. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience necessary to oversee the services and accept responsibility for the results of the services. Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. The Auditor shall maintain written documentation of his or her compliance with these standards in the audit work papers.

Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter, but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8, 9, and 12 for details on other allowable and excluded fees.

Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees below. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year audit fee. Should the 75% cap provided below conflict with the cap calculated by LGC staff based on the prior year audit fee on file with the LGC, the LGC calculation prevails.

20 NCAC 03 .0505: All invoices for services rendered in an audit engagement as defined in 20 NCAC 3 .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law.

PRIMARY GOVERNMENT FEES

Primary Government Unit	LEE COUNTY
Audit	\$ 34,000
Writing Financial Statements	\$ 1,500
All Other Non-Attest Services	\$ 0
75% Cap for Interim Invoice Approval	\$ 26,625.00

DPCU FEES (If applicable)

Discretely Presented Component Unit	N/A
Audit	\$
Writing Financial Statements	\$
All Other Non-Attest Services	\$
75% Cap for Interim Invoice Approval	\$


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SIGNATURE PAGE

AUDIT FIRM

Audit Firm THOMPSON, PRICE, SCOTT, ADAMS & CO, P.A.	
Authorized Firm Representative (typed or printed) ALAN W. THOMPSON	Signature 
Date 04/03/19	Email Address alanthompson@tpsacpas.com

GOVERNMENTAL UNIT

Governmental Unit LEE COUNTY	
Date Primary Government Unit Governing Board Approved Audit Contract (Ref: G.S. 159-34(a) or G.S. 115C-447(a))	
Mayor/Chairperson (typed or printed)	Signature
Date	Email Address

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE
(Pre-audit certificate not required for charter schools)

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

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

Primary Governmental Unit Finance Officer (typed or printed)	Signature
Date of Pre-Audit Certificate	Email Address

The County of Lee North Carolina

Vendor/Contractor Name: THOMPSON, PRICE, SCOTT, ADAMS & CO, P.A.

**IRAN DIVESTMENT ACT CERTIFICATION
REQUIRED BY N.C.G.S. 147-86.59**

As of the date listed below, the Vendor/Contractor listed above certifies that they are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. Contractor/Vendor shall not utilize any subcontractor that is identified on the list.

**E-VERIFY CERTIFICATION
REQUIRED BY N.C.G.S. 143-48.5 & 147-33.95(g)**

As of the date listed below, the Vendor/Contractor listed above and all Vendor/Contractor's subcontractors certify that they are in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina 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.

The undersigned hereby certifies that he/she is authorized by the entity listed above to make the foregoing statement.



Signature

ALAN W. THOMPSON

Printed Name

4-29-19

Date

MANAGING PARTNER

Printed Title



ITEM #:
VIII. D.

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

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

MEETING DATE: May 6, 2019

SUBJECT: Consider Reduction in Membership of Joint Environmental Affairs Board

DEPARTMENT: Sanford/Lee County Planning and Development

CONTACT PERSON: Marshall Downey, Planning Director

TYPE: Consent Agenda Action Item Public Hearing Information

REQUEST	Consider reduction in membership of Joint Environmental Affairs Board (EAB)
BUDGET IMPACT	None
ATTACHMENTS	Memorandum and information from Marshall Downey, Planning Director
PRIOR BOARD ACTION	n/a
RECOMMENDATION	Staff is requesting consideration of action to reduce the size of the EAB based on request from current members and related difficulty in achieving quorum for meetings
SUMMARY	

There are five vacancies on the 11-member board which makes getting a quorum very problematic. The six current members of the EAB asked staff to go to the three governing boards with a request to reduce the membership to a seven-member board with a membership ratio of 3/3/1. Staff is asking for your consideration of approving this reduction in Board membership. The City of Sanford and Town of Broadway have already approved this request.



MEMORANDUM

TO: Lee County Board of Commissioners
 John Crumpton, County Manager

FROM: Marshall Downey, Planning Director

DATE: April 26, 2019

REF: Request by current members of the Lee County Environmental Affairs Board (EAB) to reduce the size of the Board

The Board may recall that in 2015, the governing bodies for Lee County, Sanford and Broadway agreed to merge (again) the Environmental Affairs Board under the direct authority of Lee County with appointments from Sanford and Broadway. This new board was setup with five appointments from Lee County, five from Sanford and one from Broadway for a total of 11 members.

However, membership on this Board has struggled in recent years and has especially taken a hit since July of 2017. At that time, we had four members who decided not to reapply and have had great difficulty in filling these positions. The current make-up is as follows:

	City	County	Broadway
Total Appointments	5	5	1
Positions filled	4	1	1
Positions vacant	1	4	1

As shown, we have five vacancies on an 11-member board which makes getting a quorum very problematic. Recently, the six current members of the EAB asked staff to go to the three governing boards with a request to reduce the membership to a seven-member board with a membership ratio of 3/3/1. The bylaws for the EAB state, "The City of Sanford City Council and the Town of Broadway Board of Commissioners shall certify all amendments prior to consideration by the Lee County Board of Commissioners." A copy of the EAB bylaws illustrating the proposed is attached.

Staff is asking for your consideration of approving this reduction in Board membership. Note that the City of Sanford and Town of Broadway have already approved this request.

LEE COUNTY ENVIRONMENTAL AFFAIRS BOARD

Section 1.00: Authority, Purpose and Duties

1.01 *Authority*

Under the authority granted in Chapter 153A-76 of the North Carolina General Statutes, and resolution dated _____ 2019, the Lee County Board of Commissioners creates this Lee County Environmental Affairs Board.

1.02 *Purpose*

The general purpose of the Environmental Affairs Board is to maintain and improve the quality of the environment in Lee County.

1.03 *Duties*

The specific duties of the Environmental Affairs Board include: 1) advising the local governments of the County of Lee, the City of Sanford, and the Town of Broadway on environmental policy; 2) educating the public and local officials about environmental issues; 3) performing special studies and projects on environmental questions; 4) facilitating citizen participation; 5) remaining informed about changes in environmental laws and regulations affecting the County (and informing the public and local officials about such changes); and 6) promoting the State/County and public/private cooperation and coordination. This list is not exhaustive, and the Environmental Affairs Board should construe its duties broadly. The Environmental Affairs Board shall not have authority to enforce any regulations, rules, ordinances, or laws.

1.04 *Topics*

The Environmental Affairs Board shall consider any and all topics related to the quality of the Lee County environment. Topics include, but are not limited to: coal ash and hydraulic fracturing; hazardous and radioactive materials management and disposal; watershed protection; groundwater and surface water protection; erosion control; air quality; energy conservation; incineration; sedimentation control; storm water management; open space protection; pollution prevention; waste management; and recycling. The Environmental Affairs Board should use the widest latitude in determining what topics to address.

Section 2.00: Organization

2.01 *Membership Composition in Terms*

Except as provided in the following paragraphs, the Environmental Affairs Board shall be comprised of seven (7) voting members: three (3) appointed by the Lee County Board of Commissioners, three (3) appointed by the Sanford City Council, and one (1) appointed by the Broadway Town Council. All appointees shall serve a three-year term and any successive appointments or reappointments will be for a three-year term.

Ex-Officio Members. In addition to the voting members, a representative of the Lee County Board of Commissioners who serves at the appointment of the Chairman, the City of Sanford Manager or his designee, and the Mayor of Broadway or his designee serve as ex-officio, non-voting members of the Environmental Affairs Board.

2.02 *Officers*

The officers of the Environmental Affairs Board shall consist of a Chairman and Vice-Chairman. These officers shall be elected by a majority vote of the membership of the Environmental Affairs Board at its first meeting following the appointment of new members each year.

The Chairman shall preside over all regular and special meetings. In the absence or disability of the Chairman, the Vice-Chairman shall preside and exercise all the powers of the Chairman.

2.03 *Meetings*

The Environmental Affairs Board shall meet at least every other month. The Board shall meet at the call of the Chairman or at the written request of two (2). Meetings may be held anywhere within Lee County. Written notice of each meeting, specifying date, time, and place shall be given to each member of the Environmental Affairs Board not less than five (5) days prior to the meeting unless an emergency or other special situation exists making it impossible or impractical to give five (5) days prior notice; in which event, notice may be given by a reasonable means prior to the meeting. All meetings shall be open to the public.

2.04 *Attendance*

Participation by the membership of the Environmental Affairs Board is critical to its success. In order to insure a quorum at scheduled meetings, member should notify staff when unable to attend a scheduled meeting. Inactive members may be replaced for the remainder of an unexpired term at the discretion of their appointing board.

2.05 *Quorum and Voting*

A quorum shall consist of a majority of the members of the Environmental Affairs Board as set forth in section 2.01.

2.06 *Committees*

The Environmental Affairs Board may approve the establishment of such committees as it deems necessary, either standing or temporary. The composition of said committee shall be determined by the Board with the committees selecting their own Chairman.

2.07 *Staff*

An Administrative Assistant from the Sanford/Lee County Planning Department shall serve as Clerk to the Board and shall be responsible for keeping a record of member attendance, resolutions, discussions, findings, and recommendations, which shall be public record. The clerk shall also be responsible for preparing notices and agendas for the meeting after consultation with the chairman and any other board member who may want a specific item on the agenda.

The Sanford/Lee County Planning Department Director (or his/her designee) and the Lee County Health Director (or his/her designee) shall jointly serve as technical support staff for the Environmental Affairs Board.

At the discretion of the Mayor for the Town of Broadway, staff from this respective jurisdiction may be assigned to the Environmental Affairs Board to provide assistance as needed.

Section 3.00: Amendments

3.01 *Amending Bylaws*

Approval by at least two-thirds (2/3) of the members of the Environmental Affairs Board shall be required to recommend amendments to the Board of Commissioners. The City of Sanford City Council and the Town of Broadway Board of Commissioners shall certify all amendments prior to consideration by the Lee County Board of Commissioners.



LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

ITEM #:
VIII. E.

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

MEETING DATE: May 6, 2019

SUBJECT: Minimum Tax Bill Resolution

DEPARTMENT: Tax Administration

CONTACT PERSON: Mary Yow, Tax Administrator

TYPE: Consent Agenda Action Item Public Hearing Information

REQUEST	Adoption of a resolution pursuant to NCGS 105-321-(f) establishing a minimum tax bill amount to be billed and collected by the Lee County Tax Collector.
BUDGET IMPACT	The cost to collect all bills that are \$5.00 or less is greater than the amount collected therefore it will eliminate cost by eliminating these bills.
ATTACHMENTS	NCGS 105-321-(f), Resolution
PRIOR BOARD ACTION	The current minimum bill amount is \$1.00
RECOMMENDATION	Adopt a resolution to establish a minimum tax bill amount of \$5.00 effective for the 2019 tax bills.
SUMMARY	

Currently, the minimum bill amount for Lee County is \$1.00. The request is to increase that amount to \$5.00. North Carolina General Statute 105-321(f) allows the Board of Commissioners to establish a minimum bill amount not to exceed \$5.00. Given the collection's department budget and the number of annual tax bills billed, the cost to collect a tax bill exceeds \$5.00. Based on 2018 data, the amount of tax bills of \$5.00 or less was approximately \$4,872.65. The estimated cost to collect these bills based on the department's budget is estimated to be approximately \$11.00 per bill.

Upon adoption of the resolution, the Lee County Tax Collector will not send a tax bill that is less than \$5.00 and will maintain records of these bills per statute and report the amounts to the Board of Commissioners at time of settlement.



**RESOLUTION MINIMUM TAX BILL
LEE COUNTY BOARD OF COUNTY COMMISSIONERS**

WHEREAS, North Carolina General Statute 105-321(f) provides that the governing body of a taxing unit that collects its own taxes may by resolution direct its assessor and collector not to collect minimal taxes charged on the tax records and receipts; and,

WHEREAS, Lee County currently has adopted an established tax bill of \$1.00 (one dollar); and,

WHEREAS, the Lee County Board of Commissioners now wishes to raise the minimum tax bill to \$5.00 (five dollars); and,

WHEREAS, pursuant to North Carolina General Statute 105-321(f), the minimum tax bill established by resolution may not exceed \$5.00 (five dollars); and,

WHEREAS, pursuant to North Carolina General Statutes the establishing minimum should be an estimate of the cost to the taxing unit for billing the taxpayer for the amounts due on a tax receipt or notice; and,

WHEREAS, it has been determined that Lee County has created tax bills whereby the cost to collect is greater than the amount to be collected; and

WHEREAS, the Lee County Board of Commissioners has determined it appropriate to not collect taxes for which the cost to collect the tax exceeds the amount collected; and

NOW THEREFORE, The Lee County Board of Commissioners hereby resolve as follows:

That pursuant to North Carolina General Statute 105-321(f), the Lee County Board of Commissioners adopt as of July 1, 2019, a directive to the Tax Collector not to collect minimal taxes in the amount of \$5.00 (five dollars) or less; and for a record of these taxes to be kept by receipt number and amount; and for a report of the amount of these taxes to be made at the time of settlement.

ADOPTED this the _____ day of May, 2019.

Amy M. Dalrymple
Chair, Lee County Board of Commissioners

Attest:

Whitney Parrish
Deputy Clerk
Lee County Board of Commissioners

§ 105-321. Disposition of tax records and receipts; order of collection.

(a) County tax records shall be filed in the office of the assessor unless the board of county commissioners shall require them to be filed in some other public office of the county. City and town tax records shall be filed in some public office of the municipality designated by the governing body of the city or town. In the discretion of the governing body, a duplicate copy of the tax records may be delivered to the tax collector at the time he is charged with the collection of taxes.

(b) Before delivering the tax receipts to the tax collector in any year, the board of county commissioners or municipal governing body shall adopt and enter in its minutes an order directing the tax collector to collect the taxes charged in the tax records and receipts. A copy of this order shall be delivered to the tax collector at the time the tax receipts are delivered to him, but the failure to do so shall not affect the tax collector's rights and duties to employ the means of collecting taxes provided by this Subchapter. The order of collection shall have the force and effect of a judgment and execution against the taxpayers' real and personal property and shall be drawn in substantially the following form:

State of North Carolina

County (or City or Town) of

To the Tax Collector of the County (or City or Town) of

_____ :

You are hereby authorized, empowered, and commanded to collect the taxes set forth in the tax records filed in the office of _____ and in the tax receipts herewith delivered to you, in the amounts and from the taxpayers likewise therein set forth. Such taxes are hereby declared to be a first lien upon all real property of the respective taxpayers in the County (or City or Town) of _____, and this order shall be a full and sufficient authority to direct, require, and enable you to levy on and sell any real or personal property of such taxpayers, for and on account thereof, in accordance with law.

Witness my hand and official seal, this ____ day of _____,

__(Seal)

Chairman, Board of Commissioners of
_____ County

(Mayor, City (or Town) of

_____)

Attest:

Clerk of Board of Commissioners of _____ County

(Clerk of the City (or Town) of _____)

(c) The original tax receipts, together with any duplicate copies that may have been prepared, shall be delivered to the tax collector by the governing body on or before the first day of September each year if the tax collector has made settlement as required by G.S. 105-352. The tax collector shall give his receipt for the tax receipts and duplicates delivered to him for collection.

(d) Repealed by Session Laws 2006-30, s. 5, effective June 29, 2006.

(e) The governing body of a taxing unit may contract with a bank or other financial institution for receipt of payment of taxes payable at par and of delinquent taxes and interest for the current tax year. A financial institution may not issue a receipt for any tax payments received by it, however. Discount for early payment of taxes shall be allowed by a financial institution that contracts with a taxing unit pursuant to this subsection to the same extent as allowed by the tax collector. A financial institution that contracts with a taxing unit for receipt of payment of taxes shall furnish a bond to the taxing unit conditioned upon faithful performance of the contract in a form and amount satisfactory to the governing body of the taxing unit. A governing body of a taxing unit that contracts with a financial institution pursuant to this subsection shall publish a timely notice of the institution at which taxpayers may pay their taxes in a newspaper having circulation within the taxing unit. No notice is required, however, if the financial institution receives payments only through the mail.

(f) Minimal Taxes. - Notwithstanding the provisions of G.S. 105-380, the governing body of a taxing unit that collects its own taxes may, by resolution, direct its assessor and tax collector not to collect minimal taxes charged on the tax records and receipts. Minimal taxes are the combined taxes and fees of the taxing unit and any other units for which it collects taxes, due on a tax receipt prepared pursuant to G.S. 105-320 in a total original principal amount that does not exceed an amount, up to five dollars (\$5.00), set by the governing body. The amount set by the governing body should be the estimated cost to the taxing unit of billing the taxpayer for the amounts due on a tax receipt or tax notice. Upon adoption of a resolution pursuant to this subsection, the tax collector shall not bill the taxpayer for, or otherwise collect, minimal taxes but shall keep a record of all minimal taxes by receipt number and amount and shall make a report of the amount of these taxes to the governing body at the time of the settlement. These minimal taxes shall not be a lien on the taxpayer's real property and shall not be collectible under Article 26 of this Subchapter. A resolution adopted pursuant to this subsection must be adopted on or before June 15 preceding the first taxable year to which it applies and remains in effect until amended or repealed by resolution of the taxing unit. A resolution adopted pursuant to this subsection shall not apply to taxes on registered motor vehicles.

(g) Minimal Refunds. - The governing body of a taxing unit that collects its own taxes may, by resolution, direct the taxing unit not to mail a refund for an overpayment of tax if the refund is less than fifteen dollars (\$15.00). Upon adoption of a resolution

pursuant to this subsection, the taxing unit shall keep a record of all minimal refunds by receipt number and amount and shall make a report of the amount of these refunds to the governing body at the time of the settlement and shall implement a system by which payment of the refund may be made to a taxpayer who comes into the office of the taxing unit seeking the refund. Unless the taxpayer requests the minimal refund in person at the office of the taxing unit before the end of the fiscal year in which the refund is due, the taxing unit must implement a system to apply the minimal refund as a credit against the tax liability of the taxpayer for taxes due to the taxing unit for the next succeeding year. An overpayment of tax bears interest at the rate set under G.S. 105-241.21 from the date the interest begins to accrue until a refund is paid or applied in accordance with this section. Interest accrues from the later of the date the tax was paid and the date the tax would have been considered delinquent under G.S. 105-360. A resolution adopted pursuant to this subsection must be adopted on or before June 15 preceding the first taxable year to which it applies and remains in effect until amended or repealed by resolution of the taxing unit. (1939, c. 310, s. 1103; 1971, c. 806, s. 1; 1973, c. 476, s. 193; c. 615; 1987, c. 45, s. 1; 1989, c. 578, s. 1; 1991, c. 584, s. 1; 1995, c. 24, s. 1; c. 329, ss. 1, 2; 1999-456, s. 59; 2006-30, s. 5; 2012-79, s. 3.1; 2015-266, s. 2.)



LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

ITEM #:
VIII. F.

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

MEETING DATE: May 6, 2019

SUBJECT: 2008 Tax Bill Write Off

DEPARTMENT: Tax Administration

CONTACT PERSON: Mary Yow, Tax Administrator

TYPE: Consent Agenda Action Item Public Hearing Information

REQUEST	Authorize the Tax Collector to write-off 2008 delinquent tax bills in the amount of \$ 87,890.30 per NCGS 105-373(g)(h) & NCGS 105-378
BUDGET IMPACT	
ATTACHMENTS	NCGS 105-373 (g)(h) NCGS 105-378
PRIOR BOARD ACTION	
RECOMMENDATION	Approve the request to write off 2008 delinquent taxes per statute
SUMMARY	

I. Mary C. Yow, Lee County Tax Collector, hereby request authority to write-off delinquent 2008 tax bills in the amount of \$87,890.30 per NCGS 105-373(g)(h) and NCGS 105-378. These taxes were due on September 1, 2008 and delinquent on September 1, 2018. A detailed list of delinquent accounts is on file in the clerk's office and available on the Commissioner's web page. Below is a three year history of write offs.

YEAR	REAL	PERSONAL	MOTOR VEHICLE	TOTAL
2008	\$9,456.96	\$33,364.86	\$45,068.48	\$87,890.30
2007	\$10,518.89	\$ 24,061.23	\$59,523.99	\$94,104.11
2006	\$8,949.77	\$30,978.32	\$60,804.83	\$100,732.92

§ 105-373. Settlements.

- (a) Annual Settlement of Tax Collector. –
- (1) Preliminary Report. – After July 1 and before he is charged with taxes for the current fiscal year, the tax collector shall make a sworn report to the governing body of the taxing unit showing:
 - a. A list of the persons owning real property whose taxes for the preceding fiscal year remain unpaid and the principal amount owed by each person; and
 - b. A list of the persons not owning real property whose personal property taxes for the preceding fiscal year remain unpaid and the principal amount owed by each person. (To this list the tax collector shall append his statement under oath that he has made diligent efforts to collect the taxes due from the persons listed out of their personal property and by other means available to him for collection, and he shall report such other information concerning these taxpayers as may be of interest to or required by the governing body, including a report of his efforts to make collection outside the taxing unit under the provisions of G.S. 105-364.) The governing body of the taxing unit may publish this list in any newspaper in the taxing unit. The cost of publishing this list shall be paid by the taxing unit.
 - (2) Insolvents. – Upon receiving the report required by subdivision (a)(1), above the governing body of the taxing unit shall enter upon its minutes the names of persons owing taxes (but who listed no real property) whom it finds to be insolvent, and it shall by resolution designate the list entered in its minutes as the insolvent list to be credited to the tax collector in his settlement.
 - (3) Settlement for Current Taxes. – After July 1 and before he is charged with taxes for the current fiscal year, the tax collector shall make full settlement with the governing body of the taxing unit for all taxes in his hands for collection for the preceding fiscal year.
 - a. In the settlement the tax collector shall be charged with:
 1. The total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries;
 2. All penalties, interest, and costs collected by him in connection with taxes for the current year; and
 3. All other sums collected by him.
 - b. The tax collector shall be credited with:
 1. All sums representing taxes for the year deposited by him to the credit of the taxing unit or received for by a proper official of the unit;
 2. Releases duly allowed by the governing body;
 3. The principal amount of taxes constituting liens on real property;
 4. The principal amount of taxes included in the insolvent list determined in accordance with subdivision (a)(2), above;
 5. Discounts allowed by law;
 6. Commissions (if any) lawfully payable to the tax collector as compensation; and

7. The principal amount of taxes for any assessment appealed to the Property Tax Commission when the appeal has not been finally adjudicated.

The tax collector shall be liable on his bond for both honesty and faithful performance of duty; for any deficiencies; and, in addition, for all criminal penalties provided by law.

The settlement, together with the action of the governing body with respect thereto, shall be entered in full upon the minutes of the governing body.

- (4) Disposition of Tax Receipts after Settlement. – Uncollected taxes allowed as credits in the settlement prescribed in subdivision (a)(3), above, whether represented by tax liens held by the taxing unit or included in the list of insolvents, shall, for purposes of collection, be recharged to the tax collector or charged to some other person designated by the governing body of the taxing unit under statutory authority. The person charged with uncollected taxes shall:

- a. Give bond satisfactory to the governing body;
- b. Receive the tax receipts and tax records representing the uncollected taxes;
- c. Have and exercise all powers and duties conferred or imposed by law upon tax collectors; and
- d. Receive compensation as determined by the governing body.

(b) Settlements for Delinquent Taxes. – Annually, at the time prescribed for the settlement provided in subdivision (a)(3), above, all persons having in their hands for collection any taxes for years prior to the year involved in the settlement shall settle with the governing body of the taxing unit for collections made on each such year's taxes. The settlement for the taxes for prior years shall be made in whatever form is satisfactory to the chief accounting officer and the governing body of the taxing unit, and it shall be entered in full upon the minutes of the governing body.

(c) Settlement at End of Term. – Whenever any tax collector fails to succeed himself at the end of his term of office, he shall, on the last business day of his term, make full and complete settlement for all taxes (current or delinquent) in his hands and deliver the tax records, tax receipts, tax sale certificates, and accounts to his successor in office. The settlement shall be made in whatever form is satisfactory to the chief accounting officer and the governing body of the taxing unit, and it shall be entered in full upon the minutes of the governing body.

(d) Settlement upon Vacancy during Term. – When a tax collector voluntarily resigns, he shall, upon his last day in office, make full settlement (in the manner provided in subsection (c), above) for all taxes in his hands for collection. In default of such a settlement, or in case of a vacancy occurring during a term for any reason, it shall be the duty of the chief accounting officer or, in the discretion of the governing body, of some other qualified person appointed by it immediately to prepare and submit to the governing body a report in the nature of a settlement made on behalf of the former tax collector. The report, together with the governing body's action with respect thereto, shall be entered in full upon the minutes of the governing body. Whenever a settlement must be made in behalf of a former tax collector, as provided in this subsection (d), the governing body may deliver the tax receipts, tax records, and tax sale certificates to a successor collector immediately upon the occurrence of the vacancy, or it may make whatever temporary arrangements for the collection of taxes as may be expedient, but in

no event shall any person be permitted to collect taxes until he has given bond satisfactory to the governing body.

(e) Effect of Approval of Settlement. – Approval of any settlement by the governing body does not relieve the tax collector or his bondsmen of liability for any shortage actually existing at the time of the settlement and thereafter discovered; nor does it relieve the collector of any criminal liability.

(f) Penalties. – In addition to any other civil or criminal penalties provided by law, any member of a governing body of a taxing unit, tax collector, or chief accounting officer who fails to perform any duty imposed upon him by this section shall be guilty of a Class 1 misdemeanor.

(g) Relief from Collecting Insolvents. – The governing body of any taxing unit may, in its discretion, relieve the tax collector of the charge of taxes owed by persons on the insolvent list that are five or more years past due when it appears to the governing body that such taxes are uncollectible.

(h) Relief from Collecting Taxes on Classified Motor Vehicles. The board of county commissioners may, in its discretion, relieve the tax collector of the charge of taxes on classified motor vehicles listed pursuant to G.S. 105-330.3(a)(1) that are one year or more past due when it appears to the board that the taxes are uncollectible. This relief, when granted, shall include municipal and special district taxes charged to the collector. (1939, c. 310, s. 1719; 1945, c. 635; 1947, c. 484, ss. 3, 4; 1951, c. 300, s. 1; c. 1036, s. 1; 1953, c. 176, s. 2; 1955, c. 908; 1967, c. 705, s. 1; 1971, c. 806, s. 1; 1983, c. 670, s. 22; c. 808, ss. 5-7; 1987, c. 16; 1991, c. 624, s. 3; 1991 (Reg. Sess., 1992), c. 961, s. 10; 1993, c. 539, s. 726; 1994, Ex. Sess., c. 24, s. 14(c); 1997-456, s. 27; 2006-30, s. 7.)

§ 105-378. Limitation on use of remedies.

(a) **Use of Remedies Barred.** - No county or municipality may maintain an action or procedure to enforce any remedy provided by law for the collection of taxes or the enforcement of any tax liens (whether the taxes or tax liens are evidenced by the original tax receipts, tax sales certificates, or otherwise) unless the action or procedure is instituted within 10 years from the date the taxes became due.

(b) **Not Applicable to Special Assessments.** - The provisions of subsection (a), above, shall not be construed to apply to the lien of special assessments.

(c) **Repealed by Session Laws 1998-98, s. 26, effective August 14, 1998.**

(d) **Enforcement and Collection Delayed Pending Appeal.** - When the board of county commissioners or municipal governing body delivers a tax receipt to a tax collector for any assessment that has been or is subsequently appealed to the county board of equalization and review or the Property Tax Commission, the tax collector may not seek collection of taxes or enforcement of a tax lien resulting from the assessment until the appeal has been finally adjudicated. The tax collector, however, may send an initial bill or notice to the taxpayer. (1933, c. 181, s. 7; c. 399; 1945, c. 832; 1947, c. 1065, s. 1; 1949, cc. 60, 269, 735; 1951, cc. 71, 306, 572; 1953, cc. 381, 427, 538, 645, 656, 752, 775, 1008; 1955, c. 1087; 1957, cc. 53, 678, 1123; 1959, cc. 373, 608; 1961, cc. 542, 695, 885; 1965, cc. 129, 294; 1967, c. 242; c. 321, s. 1; c. 422, s. 1; 1969, c. 96; 1971, c. 806, s. 1; 1998-98, s. 26; 2006-30, s. 6; 2011-3, s. 3(b).)



LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

ITEM #:
VIII. G.

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

MEETING DATE: May 6, 2019

SUBJECT: 2009-2014 Tax Bill Write Off for Registered Motor Vehicles

DEPARTMENT: Tax Administration

CONTACT PERSON: Mary Yow, Tax Administrator

TYPE: Consent Agenda Action Item Public Hearing Information

REQUEST	Authorize the Tax Collector to write-off 2009-2014 delinquent registered motor vehicle tax bills in the amount of \$179,974.10 per NCGS 105-373(g)(h)
BUDGET IMPACT	
ATTACHMENTS	NCGS 105-373 (g)(h)
PRIOR BOARD ACTION	
RECOMMENDATION	Approve the request to write off 2009-2014 delinquent registered motor vehicle taxes per NCGS 105-373 (g)
SUMMARY	

I. Mary C. Yow, Lee County Tax Collector, hereby request authority to write-off delinquent 2009-2014 tax bills for registered motor vehicles billed under the prior billing system and deemed uncollectable in the amount of \$179,974.10 per NCGS 105-373(g) (h). NCGS 105-373(g) allows bills deemed insolvent to be written off after 5 years. A detailed list of delinquent accounts is on file in the clerk's office and available on the Commissioner's web page.

§ 105-373. Settlements.

(a) Annual Settlement of Tax Collector. –

- (1) Preliminary Report. –** After July 1 and before he is charged with taxes for the current fiscal year, the tax collector shall make a sworn report to the governing body of the taxing unit showing:
 - a.** A list of the persons owning real property whose taxes for the preceding fiscal year remain unpaid and the principal amount owed by each person; and
 - b.** A list of the persons not owning real property whose personal property taxes for the preceding fiscal year remain unpaid and the principal amount owed by each person. (To this list the tax collector shall append his statement under oath that he has made diligent efforts to collect the taxes due from the persons listed out of their personal property and by other means available to him for collection, and he shall report such other information concerning these taxpayers as may be of interest to or required by the governing body, including a report of his efforts to make collection outside the taxing unit under the provisions of G.S. 105-364.) The governing body of the taxing unit may publish this list in any newspaper in the taxing unit. The cost of publishing this list shall be paid by the taxing unit.
- (2) Insolvents. –** Upon receiving the report required by subdivision (a)(1), above the governing body of the taxing unit shall enter upon its minutes the names of persons owing taxes (but who listed no real property) whom it finds to be insolvent, and it shall by resolution designate the list entered in its minutes as the insolvent list to be credited to the tax collector in his settlement.
- (3) Settlement for Current Taxes. –** After July 1 and before he is charged with taxes for the current fiscal year, the tax collector shall make full settlement with the governing body of the taxing unit for all taxes in his hands for collection for the preceding fiscal year.
 - a.** In the settlement the tax collector shall be charged with:
 1. The total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries;
 2. All penalties, interest, and costs collected by him in connection with taxes for the current year; and
 3. All other sums collected by him.
 - b.** The tax collector shall be credited with:
 1. All sums representing taxes for the year deposited by him to the credit of the taxing unit or receipted for by a proper official of the unit;
 2. Releases duly allowed by the governing body;
 3. The principal amount of taxes constituting liens on real property;
 4. The principal amount of taxes included in the insolvent list determined in accordance with subdivision (a)(2), above;
 5. Discounts allowed by law;
 6. Commissions (if any) lawfully payable to the tax collector as compensation; and

7. The principal amount of taxes for any assessment appealed to the Property Tax Commission when the appeal has not been finally adjudicated.

The tax collector shall be liable on his bond for both honesty and faithful performance of duty; for any deficiencies; and, in addition, for all criminal penalties provided by law.

The settlement, together with the action of the governing body with respect thereto, shall be entered in full upon the minutes of the governing body.

- (4) Disposition of Tax Receipts after Settlement. – Uncollected taxes allowed as credits in the settlement prescribed in subdivision (a)(3), above, whether represented by tax liens held by the taxing unit or included in the list of insolvents, shall, for purposes of collection, be recharged to the tax collector or charged to some other person designated by the governing body of the taxing unit under statutory authority. The person charged with uncollected taxes shall:

- a. Give bond satisfactory to the governing body;
- b. Receive the tax receipts and tax records representing the uncollected taxes;
- c. Have and exercise all powers and duties conferred or imposed by law upon tax collectors; and
- d. Receive compensation as determined by the governing body.

(b) Settlements for Delinquent Taxes. – Annually, at the time prescribed for the settlement provided in subdivision (a)(3), above, all persons having in their hands for collection any taxes for years prior to the year involved in the settlement shall settle with the governing body of the taxing unit for collections made on each such year's taxes. The settlement for the taxes for prior years shall be made in whatever form is satisfactory to the chief accounting officer and the governing body of the taxing unit, and it shall be entered in full upon the minutes of the governing body.

(c) Settlement at End of Term. – Whenever any tax collector fails to succeed himself at the end of his term of office, he shall, on the last business day of his term, make full and complete settlement for all taxes (current or delinquent) in his hands and deliver the tax records, tax receipts, tax sale certificates, and accounts to his successor in office. The settlement shall be made in whatever form is satisfactory to the chief accounting officer and the governing body of the taxing unit, and it shall be entered in full upon the minutes of the governing body.

(d) Settlement upon Vacancy during Term. – When a tax collector voluntarily resigns, he shall, upon his last day in office, make full settlement (in the manner provided in subsection (c), above) for all taxes in his hands for collection. In default of such a settlement, or in case of a vacancy occurring during a term for any reason, it shall be the duty of the chief accounting officer or, in the discretion of the governing body, of some other qualified person appointed by it immediately to prepare and submit to the governing body a report in the nature of a settlement made on behalf of the former tax collector. The report, together with the governing body's action with respect thereto, shall be entered in full upon the minutes of the governing body. Whenever a settlement must be made in behalf of a former tax collector, as provided in this subsection (d), the governing body may deliver the tax receipts, tax records, and tax sale certificates to a successor collector immediately upon the occurrence of the vacancy, or it may make whatever temporary arrangements for the collection of taxes as may be expedient, but in

no event shall any person be permitted to collect taxes until he has given bond satisfactory to the governing body.

(e) Effect of Approval of Settlement. – Approval of any settlement by the governing body does not relieve the tax collector or his bondsmen of liability for any shortage actually existing at the time of the settlement and thereafter discovered; nor does it relieve the collector of any criminal liability.

(f) Penalties. – In addition to any other civil or criminal penalties provided by law, any member of a governing body of a taxing unit, tax collector, or chief accounting officer who fails to perform any duty imposed upon him by this section shall be guilty of a Class 1 misdemeanor.

(g) Relief from Collecting Insolvents. – The governing body of any taxing unit may, in its discretion, relieve the tax collector of the charge of taxes owed by persons on the insolvent list that are five or more years past due when it appears to the governing body that such taxes are uncollectible.

(h) Relief from Collecting Taxes on Classified Motor Vehicles. The board of county commissioners may, in its discretion, relieve the tax collector of the charge of taxes on classified motor vehicles listed pursuant to G.S. 105-330.3(a)(1) that are one year or more past due when it appears to the board that the taxes are uncollectible. This relief, when granted, shall include municipal and special district taxes charged to the collector. (1939, c. 310, s. 1719; 1945, c. 635; 1947, c. 484, ss. 3, 4; 1951, c. 300, s. 1; c. 1036, s. 1; 1953, c. 176, s. 2; 1955, c. 908; 1967, c. 705, s. 1; 1971, c. 806, s. 1; 1983, c. 670, s. 22; c. 808, ss. 5-7; 1987, c. 16; 1991, c. 624, s. 3; 1991 (Reg. Sess., 1992), c. 961, s. 10; 1993, c. 539, s. 726; 1994, Ex. Sess., c. 24, s. 14(c); 1997-456, s. 27; 2006-30, s. 7.)



LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

ITEM #:
VIII. H.

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

MEETING DATE: May 6, 2019

SUBJECT: Request from Sanford-Lee County Regional Airport Authority for a loan from the Revolving Loan Fund

DEPARTMENT: Administration

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

TYPE: Consent Agenda Action Item Public Hearing Information

REQUEST	The Airport Authority is requesting a \$400,000 loan from the Revolving Loan Fund
BUDGET IMPACT	None
ATTACHMENTS	Lee County Small Business Loan Application and supporting documents
PRIOR BOARD ACTION	None
RECOMMENDATION	Pleasure of the Board
SUMMARY	

An application has been received from the Sanford-Lee County Regional Airport Authority for a \$400,000 loan from the Revolving Loan Fund. The term of the loan would be 59 months, and the interest rate would be 0%. The proceeds from the loan would be used for furniture, audio-visual and security equipment for the new terminal building, as well as site improvements.

Lee County Small Business Loan Application

SECTION I. GENERAL INFORMATION

A. Business Information

Legal Name of Business Sanford-Lee County Regional Airport Authority		DBA Name (if different from Legal Name) Raleigh Executive Jetport		
Street Address (physical address, not a PO) 700 Rod Sullivan Road		City/County Sanford/ Lee County	State NC	Zip 27330
Mailing Address (if different from Street address)		City/County	State	Zip
Annual Sales \$1,468,041	Federal Tax ID Number 56-1847786	Business Phone Number 919-776-2936		
Date Established 1999	Current Owner Since 1999	Number of Employees 8		
Business is:		Terms of Lease:		
<input checked="" type="checkbox"/> Owned		_____ Years		
<input type="checkbox"/> Leased		_____ Months		
Type of Organization:		Industry Category:		
Sole Proprietorship		C Corporation	S Corporation	Manufacturing
General Partnership		LLC	<input checked="" type="checkbox"/> Other Quasi-Govt.	Wholesale
				Agricultural Service
				Other _____
Briefly describe the product sold or service offered by your business:				
Own and operate the airport, manage 700 acres to FAA standards, sell aviation fuel, lease land, lease airplane storage hangars, accept and manage federal, state, and local dollars for capital improvements.				
Who are your major customers (at least two names):				
Elite Aircraft Services, Wings of Carolina Flying Club				

Lee County Small Business Loan Application

B. Principal/Owner/Guarantor Information

Please complete for each principal/owner/guarantor with more than 10% ownership. Attach a separate sheet if necessary.
**Alimony, child support or separate maintenance income need not be revealed if you do not wish it considered as a basis for repaying this obligation*

Name(s): <input type="checkbox"/> Mr. <input type="checkbox"/> Ms. <input type="checkbox"/> Joint N/A	
Home Address	
% of Ownership in Business:	Gross Income: *\$
Monthly Housing Payments: \$	Personal Net Worth Excluding Business Value: \$

Name(s): <input type="checkbox"/> Mr. <input type="checkbox"/> Ms. <input type="checkbox"/> Joint	
Home Address	
% of Ownership in Business:	Gross Income: *\$
Monthly Housing Payments: \$	Personal Net Worth Excluding Business Value: \$

Name(s): <input type="checkbox"/> Mr. <input type="checkbox"/> Ms. <input type="checkbox"/> Joint	
Home Address	
% of Ownership in Business:	Gross Income: *\$
Monthly Housing Payments: \$	Personal Net Worth Excluding Business Value: \$

Lee County Small Business Loan Application

C. Business Financial Information

Who is your primary bank? Capital Bank	Insurance Provider? First Bank Insurance Services
Accounting firm? John H. Kelley CPA	Attorney? Eddie Winstead
Approximate balance in your business checking account? \$153,903.73 as of 1/31/19	
Approximate balance in other checking accounts (Money Market) \$185,009.75 as of 1/31/19	Approximate balance in your savings account \$N/A

Please list all business debt and corresponding payment information:						
Creditor	Account Balance	Payment Amount	Payment Frequency	Interest Rate	Maturity Date	Collateral
County of Lee	\$575,000	Variable	Semi-annual	2.83%	2030	T-hangar buildings
City of Sanford	\$575,000	Variable	Semi-annual	2.83%	2030	T-hangar buildings
Central Electric Membership Corporation	\$605,186	\$7963	Monthly	0%	2024	Hangar and office building

Is the business or any principal/owner an endorser, guarantor, or co-maker for obligation(s) not listed above?	Yes	<input checked="" type="checkbox"/> No
Is the business or any principal/owner a party to any threatened or pending claim or lawsuit?	Yes	<input checked="" type="checkbox"/> No
Are there any delinquent FICA or sales taxes?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Has the business or any principal/owner ever declared bankruptcy?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

Please attach an explanation for any questions answered "Yes".

Lee County Small Business Loan Application

SECTION II: PROJECT DETAILS

D. Loan Request

Amount of Loan Requested \$400,000	What will you use the loan for? AV and Security equipment, site improvements, furniture
Terms of Loan Requested:	
<ul style="list-style-type: none"> a. Interest rate: b. Length of Loan: 59 months c. Other: 	
What collateral do you have available to secure this loan?	
Please attach a brief assessment of the market feasibility of this project. Include supporting documentation letters from existing or projected customers expressing their intent to purchase products or services provided by the applicant.	
Please attach a 5 Year Proforma for the project showing projected cash flow	

E. Land Acquisition *(If the applicant will not be acquiring land as part of the project, skip to section C)*

1. Does the applicant have either Title or Option?	N/A
a. If so, attach supporting documentation	
2. For the property owner, include the following information:	
Name:	
Address:	
Phone Number:	
3. Cost of the land acquisition: \$	
a. Please attach supporting documentation	
4. Physical address of land to be acquired:	
a. Please attach map and/or pictures of the property	

Lee County Small Business Loan Application

F. New Construction *(If the project does not involve new construction, skip to section D)*

1. Estimated total cost of new construction: \$4,408,000
 - a. Please attach supporting documentation including the following:
 - i. A construction budget
 - ii. Plans or specifications for proposed building(s)

G. Renovation/Expansion *(If the project will not involve renovation/expansion of an existing building, skip to section E)*

1. Estimated cost of construction: \$ N/A
 - a. Please attach supporting documentation including
 - i. Construction budget
 - ii. Plans/specifications for proposed renovation and/or expansion
2. Do you currently own the building or will you be purchasing the building?
 - a. If purchasing, please including the following information for the current property owner
 - i. Name:
 - ii. Address:
 - iii. Phone number:
 - b. Please include the physical address of the property to be acquired:
 - c. Please attach a map and pictures of the property

H. Equipment Acquisition *(If the project does not involve equipment acquisition, skip to section F)*

1. If the project involves the acquisition of equipment please attach
 - a. A list of equipment items with the estimated cost
 - b. Supporting documentation such as quotes from equipment suppliers
 - c. Name, address, and phone number of the equipment vendor/property owner(s)

Lee County Small Business Loan Application

I. Job Creation

1. How many new and permanent full-time jobs will be created by this project?	2-3
2. How many part-time jobs will be created by this project?	
3. How many permanent, full-time jobs will be retained by this project?	2-3
4. How many part-time jobs will be retained by this project?	
5. How many will be provided to low and moderate income persons? (Note. Low and moderate income is defined as gross income for a family not exceeding 80% of the median for the respective family size for Lee County as established)	2-3
Please attach a list of ALL jobs to be created and include the proposed annual pay for each job	

J. Other Funding Sources: Please list all other source(s) of funding for this project.

Source	Amount
State of North Carolina	\$3,850,000
Lee County Reserve Fund (proposed)	\$118,000
Lee County Golden Leaf Fund (proposed)	\$400,000
Private (proposed)	\$40,000

***Please attach letters of firm commitment from each funding source. The letters must contain terms of proposed loan(s). If you do not have any additional funding sources, please attach letters from financial institution(s) stating the date and reason for turndown.

Lee County Small Business Loan Application

K. Project Budget

Please fill in the following chart	A	B	C	D	E
	RLF	Private	Developer Equity	Other (Explain)	Training
Land Acquisition					
Off Site Improvements					
On Site Improvements	Addl. Concrete Drainage Sewer \$65,000			Elevator (Lee Co. Reserve Fund) \$118,000	
Building Construction				Original Contract (State) \$3,850,000	
Parking Facilities					
Professional Fees					
Interim Costs					
Contingencies					
Capital Equipment	Security \$225,000 Furniture \$110,000	Furniture \$40,000			
Subtotal					
Working Capital					
Total	\$400,000	\$40,000	\$	\$3,968,000	\$

Lee County Small Business Loan Application

SECTION III: CERTIFICATIONS

L. Certification and Authorization

The signer(s) certifies that he/she is authorized to execute the application for the business named above, and that the information in this application and any other documents submitted in connection with the application is complete, true, and correct. The signer(s) authorizes the Lee County Board of Commissioners to verify the information and to obtain personal, consumer and/or business credit reports. The signer(s) further agrees to provide additional information upon request and to notify the Lee County Board of Commissioners promptly of any material change in the information provided in this application

Sanford - Lee Co. Regional Airport	4/4/19		
Business Name	Date	Additional Guarantor Signature	Date
By	Title	Additional Guarantor Signature	Date

In addition to the completed application, please submit the following information:

If your company has been in business for at least 18 months, please submit

- Personal Financial Statement for any person owning 10% or more of the business.
- Business and Personal Tax Returns for the past two years.
- Current Financial Statements, (not older than 90 days) including monthly cash flow, profit and loss, and recent balance sheet.
- Annual Financial Statements for the last three years or for as long as the company has been in business if the company has been in business less than three years.
- Business Plan, including employment data (projected need for employees, skill requirements, compensation and benefits).
- Current personal credit report

If your company has been in existence less than 18 months, please submit

- Personal Financial Statement for any person owning 10% or more of the business.
- Personal Tax Returns for the past two years (business tax return if available).
- Business Financial Statements. If currently operating, please submit financial statements, including monthly cash flow, profit and loss, and recent balance sheet for the operational period. If your company is not yet in operation, see financial submittals required in Business Plan, below.
- Business Plan, including employment data (projected need for employees, skill requirements, compensation and benefits). If your company has yet to begin operations, or has been operating for less than a year, your business plan must include the employment data (projected need for employees, skill requirements, compensation and benefits), management resumes, sources of start-up capital, and projected financial statements for at least two years.
- Current personal credit report

Additional information may be requested by the Lee County Board of Commissioners.

Please mail completed application to:
Lee County Small Business Loan Program
P.O. Box 1968
Sanford, NC 27331-1968



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

JAMES H. TROGDON, III
SECRETARY

August 11, 2017

Mr. Carter Keller, Chairman
Sanford-Lee County Regional Airport Authority
700 Rod Sullivan Road
Sanford, NC 27330

RE: NOTIFICATION OF AWARD

Dear Mr. Keller:

On behalf of Governor Roy Cooper, Transportation Secretary James H. Trogdon, III, and the NC Board of Transportation, this Notification of Award serves as official verification that State funds have been allocated for Raleigh Executive Jetport @ Sanford-Lee County for State Fiscal Year (FY) 2018.

The specific work elements and funding allocation is noted below:

<u>Award ID</u>	<u>Description</u>	<u>State Funds</u>
36244.61.5.1	Airport Improvements	\$4,000,000

At this juncture, the Division of Aviation requests that you submit pertinent start-up documentation within 75 days. Please visit the NCDOT Connect website listed below, and click on "Next Steps – Initial Instructions," which will walk you through the process from this letter until grant execution.

<https://connect.ncdot.gov/municipalities/State-Airport-Aid/Pages/default.aspx>

The NCDOT Division of Aviation requires effective airport planning and management for all projects, to ensure that funds are expended in a timely manner. This award will expire in four years; however, earlier delivery is expected in accordance with a detailed project schedule. Should the Airport encounter reasonable delays, then the Division of Aviation has the ability to assist by reprogramming your existing-year funds for a later year, and then divert the freed-up monies to another airport that is ready to expend those funds.

After the project is completed and the final reimbursement request has been processed, the NCDOT Division of Aviation has the authority to rescind any remaining unused funds (with the exception of NPE funds) to be held by the NCDOT Division of Aviation for use on other projects.

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
DIVISION OF AVIATION
1560 MAIL SERVICE CENTER
RALEIGH, NC 27699-1560

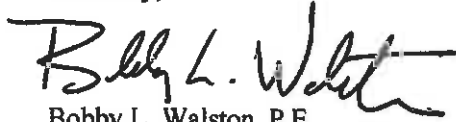
Telephone: 919-814-0550
Fax: 919-840-9267

Website: www.ncdot.gov/aviation

Location:
RDU AIRPORT
1050 MERIDIAN DRIVE
MORRISVILLE, NC 27560

The NCDOT-Division of Aviation appreciates your commitment and contribution to our state aviation system and we are excited to partner with you on this grant.

Sincerely,

A handwritten signature in black ink that reads "Bobby L. Walston". The signature is fluid and cursive, with a horizontal line extending from the end of the name.

Bobby L. Walston, P.E
Director of Aviation

BLW/cr

cc: Governor Roy Cooper
James H. Trogdon, III, Secretary NCDOT
David L. Howard, Chief Deputy Secretary for Transit
Richard Burr, United States Senate
Thom Tillis, United States Senate
George Holding, United States Congress
Patrick D. Molamphy, BOT Representative
Daniel F. McComas, BOT At-Large Member – State Ports and Aviation
Bob Heuts, Airport Manager

Account	FY19-20	FY 20-21	FY-21-22	FY-22-23	FY-23-24
40010 Hangar Rentals	420,000	440,000	445,000	445,000	445,000
40011 NCFS Hangar Rent	119,900	119,900	130,691	130,691	130,691
40100 Tie Downs	15,000	16,000	17,000	18,000	18,000
40150 Land Leases	25,000	30,000	35,000	40,000	45,000
40200 Fuel Sales - Jet Local	456,000	532,000	608,000	684,000	760,000
40300 Fuel Sales - AV Local	586,500	586,500	612,000	612,000	637,500
40500 Airport Reserve Fund	214,639	157,939	132,073	123,173	108,273
41000 Miscellaneous Income	10,000	11,000	12,000	13,000	14,000
Total Revenue	1,847,039	1,893,339	1,991,764	2,065,864	2,158,464
EXPENSES					
5010 Jet Fuel	360,000	420,000	480,000	540,000	600,000
5050 AV Gas	471,500	471,500	492,000	492,000	512,500
6010 Advertising/Marketing	25,000	25,000	25,000	25,000	25,000
6125 Auto Lease Expense	3,675	3,675	4,200	4,200	4,200
6205 Capital Equipment	15,000	15,000	15,000	15,000	15,000
6206 Capital Improvements	30,000	0	0	0	0
6210 Capital Lease Oblig-Princ	11,700	11,700	11,700	7,000	0
6220 Capital Lease Oblig-Inter	600	600	600	400	0
6350 Contracted Services	11,200	11,200	11,200	11,200	11,200
6364 Bank Service Fees	300	300	300	300	300
6365 Credit Card Fees	15,000	15,000	16,000	17,000	18,000
6450 Dues/Subscriptions	5,000	5,000	5,000	5,000	5,000
6500 Contingency Expense	5,000	5,000	5,000	5,000	5,000
6550 Fuel Miscellaneous	8,500	8,500	8,500	8,500	8,500
6650 Fuel Truck Rental	12,000	12,000	12,000	12,000	12,000
6700 Insurance	45,000	45,000	45,000	45,000	45,000
6850 Professional Expense	45,000	45,000	45,000	45,000	45,000
7010 Maintenance - Buildings	15,000	15,000	15,000	15,000	15,000
7020 Maintenance - Equipment	30,000	30,000	30,000	30,000	30,000
7030 Maintenance - Grounds	45,000	45,000	45,000	45,000	45,000
7125 Payroll Expense	280,000	295,000	310,000	326,500	343,500
7200 Payroll Tax Expense	24,500	25,800	27,200	28,700	30,200
7210 401 K Retirement	11,500	11,500	11,500	11,500	11,500
7250 Postage	500	500	500	500	500
7300 Supplies	18,000	18,000	18,000	18,000	18,000
7400 Travel/Training/Mileage	7,500	7,500	7,500	7,500	7,500
7450 Utilities	65,000	65,000	65,000	65,000	65,000
7911 Debt Service -CEMC Princi	95,556	95,556	95,556	95,556	95,556
7912 Debt Service - City of Sa	55,004	55,004	55,004	55,004	55,004
7913 Debt Service - Lee County	55,004	55,004	55,004	55,004	55,004
Debt Service - Golden Leaf	80,000	80,000	80,000	80,000	80,000
Total Expenses	1,847,039	1,893,339	1,991,764	2,065,864	2,158,464

10 General

Assets

Current Assets	
Cash Fuel Till	100.00
Capital Bank Checking Account	153,903.73
Capital Bank Money Market	185,009.75
Cash Fuel Sales Receivable	33.75
Credit Card Receivables	6,409.51
Inventory -- Jet Fuel	34,776.28
Inventory - AV Fuel	29,588.81
Inventory - Oil	442.17
2% Food Sales Tax Receivable	22.43
2% Sales Tax Receivable	346.32
2.25% Lee Cty Sales Tax Receivable	315.94
2.25% Other Cty Sales Tax Receivable	3.26
.50% Wake Cty Transit Tax	86.58
4.75% Sales Tax Receivable	1,496.44
Due From Capital Projects Fund	14,555.54
Prepaid Expenses	438.75
Deposit - Accounting Software	2,771.25
Deposit - Hangar Design Fee	47,037.38

Total Current Assets

477,337.89

Fixed Assets

Furniture Fixtures & Equipment	57,774.99
Furniture & Fixtures-FYE 2013	4,255.00
Furniture & Fixtures-FYE 2016	749.95
Fuel Farm 2007	59,000.00
Equipment - FYE 2011	1,189.97
Equipment - FYE 2012	6,567.69
Equipment - FYE 2013	79,249.41
Equipment - FYE 2014	2,300.00
Equipment - FYE 2016	15,192.84
Equipment - FYE 2017	3,919.00
Equipment - FYE 2018	34,026.99
Fence - Fuel Farm Imprvmt	9,221.67
Directional Signs	3,980.00
NC Forest Service Facility	613,872.33
Terminal Fencing & Gates 12.1	270,669.02
Approach Certificate	0.30
Runway Rehab Recommendation14.1	97,086.60
Runway Pave/Light Rehab 15.1	424,039.93
Apron Expand Re-Pack/Bid 16.1	93,974.00
Apron Expansion Construct 16.2	798,565.49
Building & Hangars	2,313,837.24
Hangar-Southeast Air Charter	271,876.86

10 General

North Terminal Repack 17.2	111,045.27	
Runways & Improvements	14,557,306.60	
Taxiway/Apron Design Project	200,036.43	
Airfield Paving Rehab Cons 2.1	2,410,614.52	
Airfield Lighting Rehab Constr	779,352.25	
Storm Drain Repair	29,461.00	
Utility Improvement	83,944.08	
Hangar 2015-2016	1,427,744.16	
Land	1,500,000.00	
Accum. Depreciation - Other	(15,596,578.16)	
Total Fixed Assets		10,664,275.43

Total Assets 11,141,613.32

Liabilities and Equity

Current Liabilities	
Accounts Payable	31,318.56
Prepaid Hangar Rental	450.00
Prepaid Corporate Leases	9,027.75
Deferred Revenue-CEMC	15,000.00
Accrued Interest Payable	452.95
Sales Tax Payable	5,164.62
Wages Payable	4,702.22
Employee Benefits Payable	5,147.57
Current Portion Long-Term Debt	185,119.71
Key Deposit	240.00
Total Current Liabilities	256,623.38

Long-Term Liabilities	
City of Sanford-Hangar Loan	536,000.00
Lee County - Hangar Loan	536,000.00
CEMC Loan	509,629.48
Kubota Lease - Mower	3,997.80
Kubota Lease - Tractor	19,952.56
Total Long-Term Liabilities	1,605,579.84

Equity	
FO Offset Reserve	81,289.75
Fund Balance	(4,722,028.62)
Contributed Capital-Lee County	534,205.96
Contributed Capital - Federal	10,604,970.75
Total Liabilities	1,862,203.22

10 General

Contributed Capital - State	2,333,702.33	
Contributed Capital - Others	24,937.79	
Contributed Capital -City	540,699.46	
Appropriations	(424,824.00)	
Estimated Revenues	424,824.00	
CURRENT YEAR INCOME/(LOSS)	(118,367.32)	
Total Equity		9,279,410.10
Total Liabilities & Equity		11,141,613.32

Raleigh Exec Jetport

Project Location
Raleigh Exec Jetport
700 Rod Sullivan Road
Sanford, NC 27330

New Terminal CCTV Security
Proposal No: 102674.1
November 2, 2018

Prepared For
Bob Heuts
Airport Director



NC ASLB 2490-CSA, 31004-SP-FA/LV
3739 National Dr. Suite 129
Raleigh, NC 27612
NC - Alarm: NC ASLB 2490-CSA, NC - Low Voltage: 31004-SP-FA/LV

The data contained in all pages of this proposal has been submitted in confidence and contains trade secrets and/or privileged or confidential commercial or financial information. Such data shall be used or disclosed only for evaluation purposes, provided that if a contract is awarded to this proposer as a result of or in connection with the submission of this proposal, the Customer shall have the right to use or disclose the data herein to the extent provided in the contract. This restriction does not limit the customer's right to use or disclose data obtained without restriction from any source, including the proposer.



Security101 - Raleigh
NC ASLB 2490-CSA, 31004-SP-FA/LV
3739 National Dr. Suite 129
Phone: 855-968-7101
Fax: 919-371-0759
Website: www.Security101.com

November 2, 2018

Bob Heuts
Raleigh Exec Jetport
700 Rod Sullivan Road
Sanford, NC 27330

Re: Video System Proposal

Dear Bob Heuts:

Thank you for allowing Security 101 the opportunity to present this Proposal for your consideration. This Proposal is based on our discussions, meetings, site surveys, and bid documents created by your organization.

Our company is uniquely qualified to provide the installation and service required for the above referenced security system. Security 101 has an established track record of installing and maintaining similar systems as well as meeting strict time schedules and budget requirements.

Our engineering and project management staff have worked together with me to create this Proposal. This team will be prepared to deliver your installation in an organized and professional manner. Our installation crews and service technicians will be uniformed, trained, and in company stocked vehicles.

In addition, upon completion of the installation, our service department staff will be ready to provide you with same day service utilizing our unique computerized dispatch system.

Finally, although most of the work to be done will be executed by other team members, I will be committed to monitoring the process and making sure that your system meets or exceeds your expectations.

Al Affinito
President

aaffinito@security101.com
Phone: 919-888-2080



Scope of Work

Proposal 102674.1 New Terminal CCTV Security

Video System

Head Ends

Head End #1: Data Closet Rack

Video Server	(1) AURORA 48TB 2U MOUNT 12 BAY - RAID 5/6 (BCD INC part number BCD212-VRA-120-48TB-8)
Network Switch	(1) UBIQUITI UNIFI 24-PORT 500W GIGABIT SWITCH WITH SFP (Ubiquiti part number US-24-500W)
Surge Suppression	(8) SURGE PROTECTOR MODULALR POWER OVER ETHERNET (DITEK part number DTK-MRJPOE)
IP Camera License	(13) ACC 6 Enterprise license for up to 1 camera channels (AVIGILON VIDEO part number 1C-ACC6-ENT)

IP Cameras

IP Camera #1: #01 Interior Main Entrance

Camera to View: 360° Multisensor 32 MP Camera With Analytics Surface Mounted

Other	(1) Additional Part: Surface Mount for Multisensor Camera
Other	(1) Additional Part: Dome bubble and cover, for outdoor surface mount or pendant mount clear
Other	(1) Additional Part: 32 Megapixel MultiSensor with Self-Learning Analytics WDR 360°
Notes	Any raceway will be provided by others.

IP Camera #2: #02 Jetway Exit

Camera to View: 360° Multisensor 32 MP Camera With Analytics Surface Mounted

Other	(1) Additional Part: Dome bubble and cover, for outdoor surface mount or pendant mount clear
Other	(1) Additional Part: Surface Mount for Multisensor Camera
Other	(1) Additional Part: 32 Megapixel MultiSensor with Self-Learning Analytics WDR 360°
Notes	Any raceway will be provided by others.

IP Camera #3: #03 Pilots Lounge

Camera to View: 360° Fisheye Camera

IP Interior	(1) 12.0 MP, Fisheye Camera, Day/Night, 1.45mm f/2.2, Integrated IR (AVIGILON VIDEO part number 12.0-H4F-DO1-IR)
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IP Camera #4: #04 Terrace Lounge

Camera to View: 360° Fisheye Camera

IP Interior	(1) 12.0 MP, Fisheye Camera, Day/Night, 1.45mm f/2.2, Integrated IR (AVIGILON VIDEO part number 12.0-H4F-DO1-IR)
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IP Camera #5: #05 Ground Service Equipment Storage

Camera to View: 360° Fisheye Camera

IP Interior	(1) 12.0 MP, Fisheye Camera, Day/Night, 1.45mm f/2.2, Integrated IR (AVIGILON VIDEO part number 12.0-H4F-DO1-IR)
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Scope of Work (cont)

Proposal 102674.1 New Terminal CCTV Security

IP Camera #6: #06 Laundry Hallway

Camera to View:

IP Camera #7: #07 OPS/Line

Camera to View: 360° Fisheye Camera

IP Interior (1) 12.0 MP, Fisheye Camera, Day/Night, 1.45mm f/2.2, Integrated IR (AVIGILON VIDEO part number 12.0-H4F-DO1-IR)

IP Camera #8: #08 Check-In

Camera to View: 360° Fisheye Camera

IP Interior (1) 12.0 MP, Fisheye Camera, Day/Night, 1.45mm f/2.2, Integrated IR (AVIGILON VIDEO part number 12.0-H4F-DO1-IR)

IP Camera #9: #09 Janitor Hallway

Camera to View: 360° Fisheye Camera

IP Interior (1) 12.0 MP, Fisheye Camera, Day/Night, 1.45mm f/2.2, Integrated IR (AVIGILON VIDEO part number 12.0-H4F-DO1-IR)

IP Camera #10: #010 NE Exterior Corner

Camera to View: 270° Multisensor 24 MP Camera With Analytics Corner Mounted

Other (1) Additional Part: Pendant wall arm adapter, for use with H4AMH-AD-PEND1 or H4 IRPTZ

Other (1) Additional Part: Dome bubble and cover, for outdoor surface mount or pendant mount clear

Other (1) Additional Part: Outdoor pendant mount adapter, must order one of IRPTZ-MNT-WALL1 or IRPTZ-MNTNPTA1 and one of H4AMH-DO-COVR1 or H4AMH-DO-COVR1-SMOKE.

Other (1) Additional Part: 3 x 8 MP, WDR, 4mm 270°, Camera Only, Self Learning Analytics

Other (1) Additional Part: Corner mount adapter for use with H4A-MT-WALL1, H4-BO-JBOX1 or HD Bullet Camera

Notes Any raceway will be provided by others.

IP Camera #11: #011 NW Exterior Corner

Camera to View: 270° Multisensor 24 MP Camera With Analytics Corner Mounted

Other (1) Additional Part: Dome bubble and cover, for outdoor surface mount or pendant mount clear

Other (1) Additional Part: Outdoor pendant mount adapter, must order one of IRPTZ-MNT-WALL1 or IRPTZ-MNTNPTA1 and one of H4AMH-DO-COVR1 or H4AMH-DO-COVR1-SMOKE.

Other (1) Additional Part: Pendant wall arm adapter, for use with H4AMH-AD-PEND1 or H4 IRPTZ

Other (1) Additional Part: 3 x 8 MP, WDR, 4mm 270°, Camera Only, Self Learning Analytics

Other (1) Additional Part: Corner mount adapter for use with H4A-MT-WALL1, H4-BO-JBOX1 or HD Bullet Camera

Notes Any raceway will be provided by others.

IP Camera #12: #012 SW Exterior Corner

Camera to View: 270° Multisensor 24 MP Camera With Analytics Corner Mounted

Other (1) Additional Part: Pendant wall arm adapter, for use with H4AMH-AD-PEND1 or H4 IRPTZ

Other (1) Additional Part: Outdoor pendant mount adapter, must order one of IRPTZ-MNT-WALL1 or IRPTZ-MNTNPTA1 and one of H4AMH-DO-COVR1 or H4AMH-DO-COVR1-SMOKE.

Other (1) Additional Part: Dome bubble and cover, for outdoor surface mount or pendant mount clear



Scope of Work (cont)

Proposal 102674.1 New Terminal CCTV Security

- Other (1) Additional Part: 3 x 8 MP, WDR, 4mm 270°, Camera Only, Self Learning Analytics
- Other (1) Additional Part: Corner mount adapter for use with H4A-MT-WALL1, H4-BO-JBOX1 or HD Bullet Camera
- Notes Any raceway will be provided by others.

IP Camera #13: #013 SE Exterior Corner

Camera to View: 270° Multisensor 24 MP Camera With Analytics Corner Mounted

- Other (1) Additional Part: Dome bubble and cover, for outdoor surface mount or pendant mount clear
- Other (1) Additional Part: Outdoor pendant mount adapter, must order one of IRPTZ-MNT-WALL1 or IRPTZ-MNTNPTA1 and one of H4AMH-DO-COVR1 or H4AMH-DO-COVR1-SMOKE.
- Other (1) Additional Part: Pendant wall arm adapter, for use with H4AMH-AD-PEND1 or H4 IRPTZ
- Other (1) Additional Part: 3 x 8 MP, WDR, 4mm 270°, Camera Only, Self Learning Analytics
- Other (1) Additional Part: Corner mount adapter for use with H4A-MT-WALL1, H4-BO-JBOX1 or HD Bullet Camera
- Notes Any raceway will be provided by others.



Equipment List

Proposal 102674.1 New Terminal CCTV Security

Qty	Description	Unit Price	Discount	Net Price
6	12.0 MP, Fisheye Camera, Day/Night, 1.45mm f/2.2, Integrated IR (AVIGILON VIDEO 12.0-H4F-DO1-IR)	1,134.00	283.50	850.50
4	3 x 8 MP, WDR, 4mm 270°, Camera Only, Self Learning Analytics (AVIGILON VIDEO 24C-H4A-3MH-270)	2,205.00	551.25	1,653.75
2	32 Megapixel MultiSensor with Self-Learning Analytics WDR 360° (AVIGILON VIDEO 32C-H4A-4MH-360)	2,520.00	630.00	1,890.00
13	ACC 6 Enterprise license for up to 1 camera channels (AVIGILON VIDEO 1C-ACC6-ENT)	351.75	87.93	263.82
1	AURORA 48TB 2U MOUNT 12 BAY - RAID 5/6 (BCD INC BCD212-VRA-120-48TB-8)	16,831.48	4,207.87	12,623.61
4	Corner mount adapter for use with H4A-MT-WALL1, H4-BO-JBOX1 or HD Bullet Camera (AVIGILON VIDEO H4-MT-CRNR1)	94.50	23.62	70.88
6	Dome bubble and cover, for outdoor surface mount or pendant mount clear (AVIGILON VIDEO H4AMH-DO-COVR1)	168.00	42.00	126.00
4	Outdoor pendant mount adapter, must order one of IRPTZ-MNT-WALL1 or IRPTZ-MNTNPTA1 and one of H4AMH-DO-COVR1 or H4AMH-DO-COVR1-SMOKE. (AVIGILON VIDEO H4AMH-AD-PEND1)	168.00	42.00	126.00
4	Pendant wall arm adapter, for use with H4AMH-AD-PEND1 or H4 IRPTZ (AVIGILON VIDEO IRPTZ-MNT-WALL1)	136.50	34.12	102.38
2	Surface Mount for Multisensor Camera (AVIGILON VIDEO H4AMH-AD-Dome1)	168.00	42.00	126.00
8	SURGE PROTECTOR MODULALR POWER OVER ETHERNET (DITEK DTK-MRJPOE)	69.98	17.49	52.49
1	UBIQUITI UNIFI 24-PORT 500W GIGABIT SWITCH WITH SFP (Ubiquiti US-24-500W)	857.50	214.37	643.13



Financial Summary

Proposal 102674.1 New Terminal CCTV Security

BILLING ADDRESS
Raleigh Exec Jetport
700 Rod Sullivan Road
Sanford, NC 27330

PROJECT LOCATION
Raleigh Exec Jetport
700 Rod Sullivan Road
Sanford, NC 27330

Grand Totals:

Description	Price	Discount	Net Price
Installation Labor	12,744.25		12,744.25
Equipment	49,093.70	-11,947.49	37,146.21
Total Investment	61,837.95	-11,947.49	49,890.46
Tax:			2,369.80
Total with Tax:			52,260.26



Terms and Conditions

Proposal 102674.1 New Terminal CCTV Security

Limited Warranty; Exclusions and Disclaimers

THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE SET FORTH ON THE FACE HEREOF

1. To the extent not otherwise warranted pursuant to an applicable manufacturer's warranty, Security 101 provides a service contract which will cover all Equipment and Labor furnished by Security 101 pursuant to this Agreement (the "Equipment") shall operate in accordance with its intended use for a period of sixty (60) months from the date of substantial completion of the installation contemplated by this Agreement. This agreement requires that the customer makes on time payments as outlined herein. (the "Work") shall performed in a good and workmanlike manner (i) and/or (ii) as applicable, the "Warranty Period" from the date of substantial completion of the installation; provided, however, no warranty is made as to, and there is specifically excluded from the warranty, any and all expendable supplies, equipment and parts, or any portions of the Work which have been misused, abused, not used in the manner intended, neglected, or damaged by an act of God or altered, modified, or manipulated in any manner by Customer or a third party. Any defect in the installation during the Warranty Period will be repaired or replaced at the option of Security 101. Any shipping charges in connection with a repair or replacement shall be the responsibility of Customer. The repair or replacement of defective materials or labor shall constitute Customer's sole and exclusive remedy against Security 101. This warranty includes service during standard business hours and shall remain in force provided that the monthly payments are made on time. Failure to make monthly payments on time shall result in cancellation of the materials and labor warranty and termination of the Warranty Period from the time of payment default.
2. Security 101 MAKES NO OTHER OR FURTHER WARRANTY WITH RESPECT TO INSTALLATION LABOR, MATERIALS AND EQUIPMENT OR ANY OTHER PORTION OF THE WORK OTHER THAN THE FOREGOING WARRANTY AND SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
3. IN NO EVENT SHALL Security 101 BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OR FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY OR ANY OTHER CAUSE AS A RESULT OF A DEFECT IN LABOR, EQUIPMENT OR OTHER SUPPLIES OR MATERIALS WITH RESPECT TO ANY ITEM FURNISHED UNDER THE AGREEMENT, MALFUNCTION OR NONFUNCTION OF ANY SYSTEM, WRONGFUL PERFORMANCE OF OR FAILURE TO PERFORM ANY ACTS INCLUDED IN THE WORK, TRANSPORTATION DELAYS OR BREACH OF WARRANTY.
4. Customer acknowledges that no warranty, representation, or statement by any representative of Security 101 not stated herein shall be binding. This writing, and the document or documents attached hereto or of which this writing is a part, if any, constitutes the final expression of the parties' agreement and is a complete and exclusive statement of the terms of the Agreement.

Limitation of Liability

5. The parties understand and agree that: (a) the Work is intended to constitute or be part of a security system designed to reduce risk of loss for the Customer; (b) Customer has selected, accepted and approved the Scope of Work after considering and balancing the levels of protection afforded by various types of systems and services available to it and the related costs of them; (c) neither Security 101 nor any person engaged by Security 101 to perform any portion of the Work shall be construed to be an insurer of the person or property of Customer, its employees, agents, contractors, assigns, customers, invitees or any other person at the location(s) where the work is performed (the "Location(s)"); (d) the Price and Payment Terms are based solely on the cost and value of Security 101 providing the Work and are unrelated to the value of property of Customer or others located at the Location(s); (e) the Price and Payment Terms do not contemplate any payment being made or consideration being given to Security 101 for any guarantee, warranty or insuring agreement by any one or more of them to Customer with respect to the person or property of anyone; (f) Security 101 MAKES NO GUARANTEE OR WARRANTY OF ANY KIND THAT THE WORK (INCLUDING ANY MATERIALS AND EQUIPMENT SUPPLIED AS PART OF THE WORK) WILL AVERT OR PREVENT OCCURRENCES OR CONSEQUENCES THEREFROM WHICH THE WORK IS DESIGNED TO DETECT OR AVERT.
6. Notwithstanding the foregoing provisions of this Section or for whatever reason, Security 101 should be found liable for personal injury or property loss or damage caused by a failure to perform by Security 101 or the failure of any materials or equipment in any respect whatsoever or a court of proper jurisdiction determines the limitations on warranties are inapplicable, Customer agrees that the aggregate liability of Security 101 under or with respect to the Agreement, the Work to be performed under, and any warranty provided pursuant to, the Agreement, shall be limited to a sum equal to the lesser of (i) one-tenth (1/10) of the total Price to be paid by Customer under the Agreement, (ii) if the Price is to be paid in monthly payments or installments (other than progress payments), an amount equal to six (6) monthly payments, or (iii) Five Hundred Dollars (\$500.00), and this liability shall be exclusive, and that the provisions of this subsection shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property, from performance or nonperformance of the Work, from breach of warranty, or from negligence, active or otherwise of Security 101.

Indemnification

7. When Customer ordinarily has the property of others in its custody, or the Work extends to the protection of the person or property of others, Customer shall indemnify, save, defend and hold harmless Security 101 from and against all claims brought by parties other than the parties to the Agreement. This provision shall apply to all claims regardless of cause, including the performance or failure to perform by Security 101, and including without limitation, defects in products or system design, installation, repair service, monitoring, operation or non-operation of materials or equipment, whether based upon negligence, active or passive, express or implied contract or warranty, contribution or indemnification or strict or product liability; provided, however, Customer shall have no duty to indemnify in the case of gross negligence or willful misconduct by Security 101, its employees, agents or assigns. Customer agrees to indemnify Security 101 against, and to defend and hold Security 101 harmless from any action for subrogation which may be brought against Security 101 by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs and reasonable attorney's fees.

Raleigh Exec Jetport

Project Location
Raleigh Exec Jetport
700 Rod Sullivan Road
Sanford, NC 27330

New Terminal Access Control Security
Proposal No: 102663.0
November 2, 2018

Prepared For
Bob Heuts
Airport Director



NC ASLB 2490-CSA, 31004-SP-FA/LV
3739 National Dr. Suite 129
Raleigh, NC 27612
NC - Alarm: NC ASLB 2490-CSA, NC - Low Voltage: 31004-SP-FA/LV

The data contained in all pages of this proposal has been submitted in confidence and contains trade secrets and/or privileged or confidential commercial or financial information. Such data shall be used or disclosed only for evaluation purposes, provided that if a contract is awarded to this proposer as a result of or in connection with the submission of this proposal, the Customer shall have the right to use or disclose the data herein to the extent provided in the contract. This restriction does not limit the customer's right to use or disclose data obtained without restriction from any source, including the proposer.



Security101 - Raleigh
NC ASLB 2490-CSA, 31004-SP-FA/LV
3739 National Dr. Suite 129
Phone: 855-968-7101
Fax: 919-371-0759
Website: www.Security101.com

November 2, 2018

Bob Heuts
Raleigh Exec Jetport
700 Rod Sullivan Road
Sanford, NC 27330

Re: Access Control Proposal

Dear Bob Heuts:

Thank you for allowing Security 101 the opportunity to present this Proposal for your consideration. This Proposal is based on our discussions, meetings, site surveys, and bid documents created by your organization.

Our company is uniquely qualified to provide the installation and service required for the above referenced security system. Security 101 has an established track record of installing and maintaining similar systems as well as meeting strict time schedules and budget requirements.

Our engineering and project management staff have worked together with me to create this Proposal. This team will be prepared to deliver your installation in an organized and professional manner. Our installation crews and service technicians will be uniformed, trained, and in company stocked vehicles.

In addition, upon completion of the installation, our service department staff will be ready to provide you with same day service utilizing our unique computerized dispatch system.

Finally, although most of the work to be done will be executed by other team members, I will be committed to monitoring the process and making sure that your system meets or exceeds your expectations.

Al Affinito
President

aaffinito@security101.com
Phone: 919-888-2080



Scope of Work

Proposal 102663.0 New Terminal Access Control Security

Access Control

Panel Locations

Panel Location #1: Data Closet

Reader Board Type #1	(1) Mercury EP 1502 (AVIGILON ACCESS part number AC-MER-CONT-2DR)
Input Board #1	(1) 16 Zone Input Monitor Module (with 2 relays) (AVIGILON ACCESS part number AC-MER-CON-MR16IN)
Reader Board Type #2	(4) 2-Reader Interface Module - (2 reader: mag or wiegand, 8 inputs, 6 relays) (AVIGILON ACCESS part number AC-MER-CON-MR52)
Batteries	(3) 12V 7AMP BATTERY (ULTRATECH part number 1270)
Other	(1) Additional Part: Access & Power Integration door backplane for Mercury or Vertx Boards for systems up to twelve (12) doors. Dimensions 23.75"h x 18.0625"w x 0.3125"d. Includes standoffs, short screws, long screws and nuts.
Other	(16) Additional Part: ACM Mercury Reader License
Other	(1) Additional Part: 24VDC IN - 5VDC / 12VDC@6A OUT
Other	(1) Equipment Rental: Lift provided by Sunbelt
Other	(1) Additional Part: TROVE2M2 EFLOW4NB, ACM8 &CAM1
Other	(1) Additional Part: Access Control Manager Professional – Web-Based PACS Appliance for 32 Readers - includes: physical appliance embedded Linux OS & Open LDAP licenses for configuration database Access Control Manager Security Management Software License Two (2), AC-SW-16RCU, 16 Reader Count Software License Total reader capacity cannot be expanded Supports up to 500K identities and 75M stored events and fifty (50) simultaneous operators (via browser) Three (3) year appliance HW warranty begins at date of shipment
Other	(1) Additional Part: 24VDC @ 10 AMP BOARD

Access Controlled Doors

Access Controlled Door #1: Door 100B Main Entrance Vestibule Sliding Doors

Card Reader In	(1) AC-HID-READ-MCLASS-SE-MOB-WG-900PMNNEKEA (AVIGILON ACCESS part number AC-HID-READ-MCLASS-SE-MOB-WG-900PMNNEKEA)
Door Contact	(2) SET 3/4STLDR W/TRMS WDGP W (G.R.I. part number 8080-TWG-W)
Exit Device - Mech	(1) Emergency Exit Push Button, RCI Pneumatic Mushroom Button with timer. (RUTHERFORD CONTROLS U.S. part number 991E-PTD-32D)
Notes	This proposal assumes that Security 101 is only controlling the door operator and that a point of connection is available to do so. Door operator provided by others. All Raceway provided by others.

Access Controlled Door #2: Door 103 OPS/Line

Card Reader In	(1) AC-HID-READ-MCLASS-SE-MOB-WG-900PMNNEKEA (AVIGILON ACCESS part number AC-HID-READ-MCLASS-SE-MOB-WG-900PMNNEKEA)
Electric Lock 1	(1) Existing or customer supplied.
Door Contact	(1) SET 3/4STLDR W/TRMS WDGP W (G.R.I. part number 8080-TWG-W)
Transfer 1	(1) Existing or customer supplied.



Scope of Work (cont)

Proposal 102663.0 New Terminal Access Control Security

Notes S101 will provide an HID Mobile Enabled Multiclass Card Reader, DPS, cabling and low voltage power to this opening. Electrified Lockset with internal rex, Transfer Hinge and Raceway (called out in plans) will be provided by others. If low voltage power can power the lockset for this opening S101 will power this device. If the selected lockset uses power other than 12v or 24v power then the door hardware provider will need to provide the power.

Access Controlled Door #3: Door 110A Pilots Lounge Terrace

Card Reader In (1) AC-HID-READ-MCLASS-SE-MOB-WG-900PMNNEKEA (AVIGILON ACCESS part number AC-HID-READ-MCLASS-SE-MOB-WG-900PMNNEKEA)

Electric Lock 1 (1) Existing or customer supplied.

Door Contact (1) SET 3/4STLDR W/TRMS WDGP W (G.R.I. part number 8080-TWG-W)

Transfer 1 (1) Existing or customer supplied.

Notes S101 will provide an HID Mobile Enabled Multiclass Card Reader, DPS, cabling and low voltage power to this opening. Electrified Lockset with internal rex, Transfer Hinge and Raceway (called out in plans) will be provided by others. If low voltage power can power the lockset for this opening S101 will power this device. If the selected lockset uses power other than 12v or 24v power then the door hardware provider will need to provide the power.

Access Controlled Door #4: Door 110B Pilots Lounge

Card Reader In (1) AC-HID-READ-MCLASS-SE-MOB-WG-900PMNNEKEA (AVIGILON ACCESS part number AC-HID-READ-MCLASS-SE-MOB-WG-900PMNNEKEA)

Electric Lock 1 (1) Existing or customer supplied.

Door Contact (1) SET 3/4STLDR W/TRMS WDGP W (G.R.I. part number 8080-TWG-W)

Transfer 1 (1) Existing or customer supplied.

Notes S101 will provide an HID Mobile Enabled Multiclass Card Reader, DPS, cabling and low voltage power to this opening. Electrified Lockset with internal rex, Transfer Hinge and Raceway (called out in plans) will be provided by others. If low voltage power can power the lockset for this opening S101 will power this device. If the selected lockset uses power other than 12v or 24v power then the door hardware provider will need to provide the power.

Access Controlled Door #5: Door 116B Main Entrance Vestibule Sliding Doors

Card Reader In (1) AC-HID-READ-MCLASS-SE-MOB-WG-900PMNNEKEA (AVIGILON ACCESS part number AC-HID-READ-MCLASS-SE-MOB-WG-900PMNNEKEA)

Door Contact (2) SET 3/4STLDR W/TRMS WDGP W (G.R.I. part number 8080-TWG-W)

Notes This proposal assumes that Security 101 is only controlling the door operator and that a point of connection is available to do so. Door operator provided by others. All Raceway provided by others.

Access Controlled Door #6: Door 125A Conference Room Card Reader

Card Reader In (1) AC-HID-READ-MCLASS-SE-MOB-WG-900PMNNEKEA (AVIGILON ACCESS part number AC-HID-READ-MCLASS-SE-MOB-WG-900PMNNEKEA)

Electric Lock 1 (2) Existing or customer supplied.

Door Contact (2) SET 3/4STLDR W/TRMS WDGP W (G.R.I. part number 8080-TWG-W)

Transfer 1 (2) Existing or customer supplied.

Notes S101 will provide an HID Mobile Enabled Multiclass Card Reader, DPS, cabling and low voltage power to this opening. Electrified Lockset with internal rex, Transfer Hinge and Raceway (called out in plans) will be provided by others. If low voltage power can power the lockset for this opening S101 will power this device. If the selected lockset uses power other than 12v or 24v power then the door hardware provider will need to provide the power.



Scope of Work (cont)

Proposal 102663.0 New Terminal Access Control Security

Access Controlled Door #7: Door 125B Conference Room Doors DPS

Door Contact (2) SET 3/4STLDR W/TRMS WDGP W (G.R.I. part number 8080-TWG-W)

Access Controlled Door #8: Door 127 Elev Service DPS

Door Contact (1) SET 3/4STLDR W/TRMS WDGP W (G.R.I. part number 8080-TWG-W)

Access Controlled Door #9: Door 128 Stairwell Door DPS

Door Contact (1) SET 3/4STLDR W/TRMS WDGP W (G.R.I. part number 8080-TWG-W)

Access Controlled Door #10: Door 129 Ground Service Equipment Storage

Card Reader In (1) AC-HID-READ-MCLASS-SE-MOB-WG-900PMNNEKEA (AVIGILON ACCESS part number AC-HID-READ-MCLASS-SE-MOB-WG-900PMNNEKEA)

Electric Lock 1 (1) Existing or customer supplied.

Door Contact (1) SET 3/4STLDR W/TRMS WDGP W (G.R.I. part number 8080-TWG-W)

Transfer 1 (1) Existing or customer supplied.

Notes S101 will provide an HID Mobile Enabled Multiclass Card Reader, DPS, cabling and low voltage power to this opening. Electrified Lockset with internal rex, Transfer Hinge and Raceway (called out in plans) will be provided by others. If low voltage power can power the lockset for this opening S101 will power this device. If the selected lockset uses power other than 12v or 24v power then the door hardware provider will need to provide the power.

Access Controlled Door #11: Door 130A Card Reader

Card Reader In (1) AC-HID-READ-MCLASS-SE-MOB-WG-900PMNNEKEA (AVIGILON ACCESS part number AC-HID-READ-MCLASS-SE-MOB-WG-900PMNNEKEA)

Electric Lock 1 (1) Existing or customer supplied.

Door Contact (1) SET 3/4STLDR W/TRMS WDGP W (G.R.I. part number 8080-TWG-W)

Transfer 1 (1) Existing or customer supplied.

Notes S101 will provide an HID Mobile Enabled Multiclass Card Reader, DPS, cabling and low voltage power to this opening. Electrified Lockset with internal rex, Transfer Hinge and Raceway (called out in plans) will be provided by others. If low voltage power can power the lockset for this opening S101 will power this device. If the selected lockset uses power other than 12v or 24v power then the door hardware provider will need to provide the power.

Access Controlled Door #12: Door 204 Electrical Closet

Card Reader In (1) AC-HID-READ-MCLASS-SE-MOB-WG-900PMNNEKEA (AVIGILON ACCESS part number AC-HID-READ-MCLASS-SE-MOB-WG-900PMNNEKEA)

Electric Lock 1 (1) Existing or customer supplied.

Door Contact (1) SET 3/4STLDR W/TRMS WDGP W (G.R.I. part number 8080-TWG-W)

Transfer 1 (1) Existing or customer supplied.

Notes S101 will provide an HID Mobile Enabled Multiclass Card Reader, DPS, cabling and low voltage power to this opening. Electrified Lockset with internal rex, Transfer Hinge and Raceway (called out in plans) will be provided by others. If low voltage power can power the lockset for this opening S101 will power this device. If the selected lockset uses power other than 12v or 24v power then the door hardware provider will need to provide the power.

Access Controlled Door #13: Door 206A DPS

Door Contact (1) SET 3/4STLDR W/TRMS WDGP W (G.R.I. part number 8080-TWG-W)



Scope of Work (cont)

Proposal 102663.0 New Terminal Access Control Security

Access Controlled Door #14: Door 206B DPS

Door Contact (2) SET 3/4STLDR W/TRMS WDGP W (G.R.I. part number 8080-TWG-W)

Access Controlled Door #15: Door 206C DPS

Door Contact (1) SET 3/4STLDR W/TRMS WDGP W (G.R.I. part number 8080-TWG-W)

Access Controlled Door #16: Door 207A DPS

Door Contact (1) SET 3/4STLDR W/TRMS WDGP W (G.R.I. part number 8080-TWG-W)

Access Controlled Door #17: Door 207B DPS

Door Contact (1) SET 3/4STLDR W/TRMS WDGP W (G.R.I. part number 8080-TWG-W)

Access Controlled Door #18: Door 208 Data Closet

Card Reader In (1) AC-HID-READ-MCLASS-SE-MOB-WG-900PMNNEKEA (AVIGILON ACCESS part number AC-HID-READ-MCLASS-SE-MOB-WG-900PMNNEKEA)

Electric Lock 1 (1) Existing or customer supplied.

Door Contact (1) SET 3/4STLDR W/TRMS WDGP W (G.R.I. part number 8080-TWG-W)

Transfer 1 (1) Existing or customer supplied.

Notes S101 will provide an HID Mobile Enabled Multiclass Card Reader, DPS, cabling and low voltage power to this opening. Electrified Lockset with internal rex, Transfer Hinge and Raceway (called out in plans) will be provided by others. If low voltage power can power the lockset for this opening S101 will power this device. If the selected lockset uses power other than 12v or 24v power then the door hardware provider will need to provide the power.



Equipment List

Proposal 102663.0 New Terminal Access Control Security

Qty	Description	Unit Price	Discount	Net Price
3	12V 7AMP BATTERY (<i>ULTRATECH 1270</i>)	24.48	8.56	15.92
1	16 Zone Input Monitor Module (with 2 relays) (<i>AVIGILON ACCESS AC-MER-CON-MR16IN</i>)	752.85	263.49	489.36
1	24VDC @ 10 AMP BOARD (<i>ALTRONIX CORP. EFLOW104NB</i>)	271.23	94.93	176.30
1	24VDC IN - 5VDC / 12VDC@6A OUT (<i>ALTRONIX CORP. VR6</i>)	60.38	21.13	39.25
4	2-Reader Interface Module - (2 reader: mag or wiegand, 8 inputs, 6 relays) (<i>AVIGILON ACCESS AC-MER-CON-MR52</i>)	684.65	232.62	432.03
1	Access & Power Integration door backplane for Mercury or Vertx Boards for systems up to twelve (12) doors. Dimensions 23.75"h x 18.0625"w x 0.3125"d. Includes standoffs, short screws, long screws and nuts. (<i>ALTRONIX CORP. TMV2</i>)	97.98	34.29	63.69
1	Access Control Manager Professional – Web-Based PACS Appliance for 32 Readers - includes: physical appliance embedded Linux OS & Open LDAP licenses for configuration database Access Control Manager Security Management Software License Two (2), AC-SW-16RCU, 16 Reader Count Software License Total reader capacity cannot be expanded Supports up to 500K identities and 75M stored events and fifty (50) simultaneous operators (via browser) Three (3) year appliance HW warranty begins at date of shipment (<i>AVIGILON ACCESS AC-APP-32R-PRO</i>)	2,625.00	918.75	1,706.25
10	AC-HID-READ-MCLASS-SE-MOB-WG-900PMNNEKEA (<i>AVIGILON ACCESS AC-HID-READ-MCLASS-SE-MOB-WG-900PMNNEKEA</i>)	219.31	76.75	142.56
16	ACM Mercury Reader License (<i>AVIGILON ACCESS AC-SW-MER-RDR</i>)	0.00	0.00	0.00
1	Emergency Exit Push Button, RCI Pneumatic Mushroom Button with timer. (<i>RUTHERFORD CONTROLS U.S. 991E-PTD-32D</i>)	279.98	97.99	181.99
1	Mercury EP 1502 (<i>AVIGILON ACCESS AC-MER-CONT-2DR</i>)	1,212.75	424.46	788.29
23	SET 3/4STLDR W/TRMS WDGP W (<i>G.R.I. 8080-TWG-W</i>)	11.18	3.91	7.27
1	TROVE2M2 EFLOW4NB, ACM8 &CAM1 (<i>ALTRONIX CORP. TROVE2M2K1</i>)	654.48	229.06	425.42



Financial Summary

Proposal 102663.0 New Terminal Access Control Security

BILLING ADDRESS
Raleigh Exec Jetport 700 Rod Sullivan Road Sanford, NC 27330

PROJECT LOCATION
Raleigh Exec Jetport 700 Rod Sullivan Road Sanford, NC 27330

Panel Location #1: Data Closet

Description	Price	Discount	Net Price
Installation Labor	10,808.75		10,808.75
Equipment	8,574.85	-2,942.34	5,632.51
Equipment Rental	3,500.00		3,500.00
Total Investment	22,883.60	-2,942.34	19,941.26

Access Controlled Door #1: Door 100B Main Entrance Vestibule Sliding Doors

Description	Price	Discount	Net Price
Installation Labor	657.75		657.75
Equipment	933.71	-261.32	672.39
Total Investment	1,591.46	-261.32	1,330.14

Access Controlled Door #2: Door 103 OPS/Line

Description	Price	Discount	Net Price
Installation Labor	447.00		447.00
Equipment	636.73	-159.42	477.31
Total Investment	1,083.73	-159.42	924.31

Access Controlled Door #3: Door 110A Pilots Lounge Terrace

Description	Price	Discount	Net Price
Installation Labor	447.00		447.00
Equipment	636.73	-159.42	477.31
Total Investment	1,083.73	-159.42	924.31

Access Controlled Door #4: Door 110B Pilots Lounge

Description	Price	Discount	Net Price
Installation Labor	447.00		447.00
Equipment	636.73	-159.42	477.31
Total Investment	1,083.73	-159.42	924.31

Access Controlled Door #5: Door 116B Main Entrance Vestibule Sliding Doors

Description	Price	Discount	Net Price
Installation Labor	552.75		552.75
Equipment	648.13	-163.33	484.80
Total Investment	1,200.88	-163.33	1,037.55

Access Controlled Door #6: Door 125A Conference Room Card Reader

Description	Price	Discount	Net Price
Installation Labor	552.75		552.75
Equipment	648.13	-163.33	484.80
Total Investment	1,200.88	-163.33	1,037.55



Financial Summary (cont)

Proposal 102663.0 New Terminal Access Control Security

Access Controlled Door #7: Door 125B Conference Room Doors DPS

Description	Price	Discount	Net Price
Installation Labor	428.25		428.25
Equipment	424.44	-86.57	337.87
Total Investment	852.69	-86.57	766.12

Access Controlled Door #8: Door 127 Elev Service DPS

Description	Price	Discount	Net Price
Installation Labor	323.25		323.25
Equipment	413.03	-82.66	330.37
Total Investment	736.28	-82.66	653.62

Access Controlled Door #9: Door 128 Stairwell Door DPS

Description	Price	Discount	Net Price
Installation Labor	323.25		323.25
Equipment	413.03	-82.66	330.37
Total Investment	736.28	-82.66	653.62

Access Controlled Door #10: Door 129 Ground Service Equipment Storage

Description	Price	Discount	Net Price
Installation Labor	447.00		447.00
Equipment	636.73	-159.42	477.31
Total Investment	1,083.73	-159.42	924.31

Access Controlled Door #11: Door 130A Card Reader

Description	Price	Discount	Net Price
Installation Labor	447.00		447.00
Equipment	636.73	-159.42	477.31
Total Investment	1,083.73	-159.42	924.31

Access Controlled Door #12: Door 204 Electrical Closet

Description	Price	Discount	Net Price
Installation Labor	447.00		447.00
Equipment	636.73	-159.42	477.31
Total Investment	1,083.73	-159.42	924.31

Access Controlled Door #13: Door 206A DPS

Description	Price	Discount	Net Price
Installation Labor	323.25		323.25
Equipment	413.03	-82.66	330.37
Total Investment	736.28	-82.66	653.62

Access Controlled Door #14: Door 206B DPS

Description	Price	Discount	Net Price
Installation Labor	428.25		428.25
Equipment	424.44	-86.57	337.87
Total Investment	852.69	-86.57	766.12

Access Controlled Door #15: Door 206C DPS

Description	Price	Discount	Net Price
Installation Labor	323.25		323.25
Equipment	413.03	-82.66	330.37
Total Investment	736.28	-82.66	653.62



Financial Summary (cont)

Proposal 102663.0 New Terminal Access Control Security

Access Controlled Door #16: Door 207A DPS

Description	Price	Discount	Net Price
Installation Labor	323.25		323.25
Equipment	413.03	-82.66	330.37
Total Investment	736.28	-82.66	653.62

Access Controlled Door #17: Door 207B DPS

Description	Price	Discount	Net Price
Installation Labor	323.25		323.25
Equipment	413.03	-82.66	330.37
Total Investment	736.28	-82.66	653.62

Access Controlled Door #18: Door 208 Data Closet

Description	Price	Discount	Net Price
Installation Labor	447.00		447.00
Equipment	636.73	-159.42	477.31
Total Investment	1,083.73	-159.42	924.31

Grand Totals:

Description	Price	Discount	Net Price
Installation Labor	18,497.00		18,497.00
Equipment	18,588.99	-5,315.42	13,273.57
Equipment Rental	3,500.00		3,500.00
Total Investment	40,585.99	-5,315.42	35,270.57
Tax:			1,675.36
Total with Tax:			36,945.93



Equipment List

Proposal 102674.1 New Terminal Security Section 28-05-00-1

Qty	Description	Unit Price	Discount	Net Price
3	12V 7AMP BATTERY (ULTRATECH 1270)	24.48	8.56	15.92
1	16 Zone Input Monitor Module (with 2 relays) (AVIGILON ACCESS AC-MER-CON-MR16IN)	752.85	263.49	489.36
1	24VDC @ 10 AMP BOARD (ALTRONIX CORP. EFLOW104NB)	271.23	94.93	176.30
1	24VDC IN - 5VDC / 12VDC@6A OUT (ALTRONIX CORP. VR6)	60.38	21.13	39.25
4	2-Reader Interface Module - (2 reader: mag or wiegand, 8 inputs, 6 relays) (AVIGILON ACCESS AC-MER-CON-MR52)	664.65	232.62	432.03
4	3 x 8 MP, WDR, 4mm 270°, Camera Only, Self Learning Analytics (AVIGILON VIDEO 24C-H4A-3MH-270)	2,205.00	771.75	1,433.25
9	32 Megapixel MultiSensor with Self-Learning Analytics WDR 360° (AVIGILON VIDEO 32C-H4A-4MH-360)	2,520.00	882.00	1,638.00
13	ACC 6 Enterprise license for up to 1 camera channels (AVIGILON VIDEO 1C-ACC6-ENT)	351.75	123.11	228.64
1	Access & Power Integration door backplane for Mercury or Vertx Boards for systems up to twelve (12) doors. Dimensions 23.75"h x 18.0625"w x 0.3125"d. Includes standoffs, short screws, long screws and nuts. (ALTRONIX CORP. TMV2)	97.98	34.29	63.69
1	Access Control Manager Professional – Web-Based PACS Appliance for 32 Readers - includes: physical appliance embedded Linux OS & Open LDAP licenses for configuration database Access Control Manager Security Management Software License Two (2), AC-SW-16RCU. 16 Reader Count Software License Total reader capacity cannot be expanded Supports up to 500K identities and 75M stored events and fifty (50) simultaneous operators (via browser) Three (3) year appliance HW warranty begins at date of shipment (AVIGILON ACCESS AC-APP-32R-PRO)	2,625.00	918.75	1,706.25
10	AC-HID-READ-MCLASS-SE-MOB-WG-900PMNNEKEA (AVIGILON ACCESS AC-HID-READ-MCLASS-SE-MOB-WG-900PMNNEKEA)	219.31	76.75	142.56
16	ACM Mercury Reader License (AVIGILON ACCESS AC-SW-MER-RDR)	0.00	0.00	0.00
1	AURORA 48TB 2U MOUNT 12 BAY - RAID 5/6 (BCD INC BCD212-VRA-120-48TB-8)	16,831.48	5,891.01	10,940.47
4	Corner mount adapter for use with H4A-MT-WALL1, H4-BO-JBOX1 or HD Bullet Camera (AVIGILON VIDEO H4-MT-CRNR1)	94.50	33.07	61.43
13	Dome bubble and cover, for outdoor surface mount or pendant mount clear (AVIGILON VIDEO H4AMH-DO-COVR1)	168.00	58.80	109.20
1	Emergency Exit Push Button, RCI Pneumatic Mushroom Button with timer. (RUTHERFORD CONTROLS U.S. 991E-PTD-32D)	279.98	97.99	181.99
1	In-ceiling adapter, must order either a H4AMH-DC-COVR1 or HRAMH-DC-COVR1-SMOKE (AVIGILON VIDEO H4AMH-AD-CEIL1)	157.50	55.12	102.38
1	Mercury EP 1502 (AVIGILON ACCESS AC-MER-CONT-2DR)	1,212.75	424.46	788.29
1	Multisensor Ceiling Panel (AVIGILON VIDEO H4AMH-DC-CPNL1)	157.50	55.12	102.38
4	Outdoor pendant mount adapter, must order one of IRPTZ-MNT-WALL1 or IRPTZ-MNTNPTA1 and one of H4AMH-DO-COVR1 or H4AMH-DO-COVR1-SMOKE. (AVIGILON VIDEO H4AMH-AD-PEND1)	168.00	58.80	109.20
8	Outdoor surface mount adapter, must order either a H4AMH-DO-COVR1 or H4AMH-DOCOVR1-SMOKE. (AVIGILON VIDEO H4AMH-AD-Dome1)	136.50	47.77	88.73
4	Pendant wall arm adapter, for use with H4AMH-AD-PEND1 or H4 IRPTZ (AVIGILON VIDEO IRPTZ-MNT-WALL1)	11.18	3.91	7.27
23	SET 3/4STLDR W/TRMS WDGP W (G.R.I. 8080-TWG-W)	69.98	24.49	45.49
8	SURGE PROTECTOR MODULALR POWER OVER ETHERNET (DITEK DTK-MRJPOE)	654.48	229.06	425.42
1	TROVE2M2 EFLOW4NB, ACM8 &CAM1 (ALTRONIX CORP. TROVE2M2K1)	857.50	300.12	557.38
1	UBIQUITI UNIFI 24-PORT 500W GIGABIT SWITCH WITH SFP (Ubiquiti US-24-500W)			



Financial Summary

Proposal 102674.1 New Terminal Security Section 28-05-00-1

BILLING ADDRESS
 Raleigh Exec Jetport
 700 Rod Sullivan Road
 Sanford, NC 27330

PROJECT LOCATION
 Raleigh Exec Jetport
 700 Rod Sullivan Road
 Sanford, NC 27330

Grand Totals:

Description	Price	Discount	Net Price
Installation Labor	32,072.00		32,072.00
Equipment	81,284.39	-26,572.71	54,711.68
Equipment Rental	3,500.00		3,500.00
Total Investment	116,856.39	-26,572.71	90,283.68
Tax:			4,288.48
Total with Tax:			94,572.16

\$ 94,572.16



Scope of Work

Proposal 102674.1 New Terminal Security Section 28-05-00-1

Access doors, cameras

Access Control

Panel Locations

Panel Location #1: Data Closet

Reader Board Type #1	(1) Mercury EP 1502 (AVIGILON ACCESS part number AC-MER-CONT-2DR)
Input Board #1	(1) 16 Zone Input Monitor Module (with 2 relays) (AVIGILON ACCESS part number AC-MER-CON-MR16IN)
Reader Board Type #2	(4) 2-Reader Interface Module - (2 reader: mag or wiegand, 8 inputs, 6 relays) (AVIGILON ACCESS part number AC-MER-CON-MR52)
Batteries	(3) 12V 7AMP BATTERY (ULTRATECH part number 1270)
Other	(1) Additional Part: TROVE2M2 EFLOW4NB, ACM8 &CAM1
Other	(1) Additional Part: Access Control Manager Professional – Web-Based PACS Appliance for 32 Readers - includes: physical appliance embedded Linux OS & Open LDAP licenses for configuration database Access Control Manager Security Management Software License Two (2), AC-SW-16RCU, 16 Reader Count Software License Total reader capacity cannot be expanded Supports up to 500K identities and 75M stored events and fifty (50) simultaneous operators (via browser) Three (3) year appliance HW warranty begins at date of shipment
Other	(1) Additional Part: 24VDC IN - 5VDC / 12VDC@6A OUT
Other	(1) Additional Part: Access & Power Integration door backplane for Mercury or Vertx Boards for systems up to twelve (12) doors. Dimensions 23.75"h x 18.0625"w x 0.3125"d. Includes standoffs, short screws, long screws and nuts.
Other	(16) Additional Part: ACM Mercury Reader License
Other	(1) Equipment Rental: Lift provided by Sunbelt
Other	(1) Additional Part: 24VDC @ 10 AMP BOARD

Access Controlled Doors

Access Controlled Door #1: Door 100B Main Entrance Vestibule Sliding Doors

Card Reader In	(1) AC-HID-READ-MCLASS-SE-MOB-WG-900PMNNEKEA (AVIGILON ACCESS part number AC-HID-READ-MCLASS-SE-MOB-WG-900PMNNEKEA)
Door Contact	(2) SET 3/4STLDR W/TRMS WDGP W (G.R.I. part number 8080-TWG-W)
Exit Device - Mech	(1) Emergency Exit Push Button, RCI Pneumatic Mushroom Button with timer. (RUTHERFORD CONTROLS U.S. part number 991E-PTD-32D)
Notes	This proposal assumes that Security 101 is only controlling the door operator and that a point of connection is available to do so. Door operator provided by others. All Raceway provided by others.

Access Controlled Door #2: Door 103 OPS/Line

Card Reader In	(1) AC-HID-READ-MCLASS-SE-MOB-WG-900PMNNEKEA (AVIGILON ACCESS part number AC-HID-READ-MCLASS-SE-MOB-WG-900PMNNEKEA)
Electric Lock 1	(1) Existing or customer supplied.
Door Contact	(1) SET 3/4STLDR W/TRMS WDGP W (G.R.I. part number 8080-TWG-W)
Transfer 1	(1) Existing or customer supplied.



Scope of Work (cont)

Proposal 102674.1 New Terminal Security Section 28-05-00-1

Notes S101 will provide an HID Mobile Enabled Multiclass Card Reader, DPS, cabling and low voltage power to this opening. Electrified Lockset with internal rex, Transfer Hinge and Raceway (called out in plans) will be provided by others. If low voltage power can power the lockset for this opening S101 will power this device. If the selected lockset uses Hi In Rush or Hi Voltage power then the door hardware provider will need to provide the power.

Access Controlled Door #3: Door 110A Pilots Lounge Terrace

Card Reader In (1) AC-HID-READ-MCLASS-SE-MOB-WG-900PMNNEKEA (AVIGILON ACCESS part number AC-HID-READ-MCLASS-SE-MOB-WG-900PMNNEKEA)

Electric Lock 1 (1) Existing or customer supplied.

Door Contact (1) SET 3/4STLDR W/TRMS WDGP W (G.R.I. part number 8080-TWG-W)

Transfer 1 (1) Existing or customer supplied.

Notes S101 will provide an HID Mobile Enabled Multiclass Card Reader, DPS, cabling and low voltage power to this opening. Electrified Lockset with Internal rex, Transfer Hinge and Raceway (called out in plans) will be provided by others. If low voltage power can power the lockset for this opening S101 will power this device. If the selected lockset uses Hi In Rush or Hi Voltage power then the door hardware provider will need to provide the power.

Access Controlled Door #4: Door 110B Pilots Lounge

Card Reader In (1) AC-HID-READ-MCLASS-SE-MOB-WG-900PMNNEKEA (AVIGILON ACCESS part number AC-HID-READ-MCLASS-SE-MOB-WG-900PMNNEKEA)

Electric Lock 1 (1) Existing or customer supplied.

Door Contact (1) SET 3/4STLDR W/TRMS WDGP W (G.R.I. part number 8080-TWG-W)

Transfer 1 (1) Existing or customer supplied.

Notes S101 will provide an HID Mobile Enabled Multiclass Card Reader, DPS, cabling and low voltage power to this opening. Electrified Lockset with internal rex, Transfer Hinge and Raceway (called out in plans) will be provided by others. If low voltage power can power the lockset for this opening S101 will power this device. If the selected lockset uses Hi In Rush or Hi Voltage power then the door hardware provider will need to provide the power.

Access Controlled Door #5: Door 116B Main Entrance Vestibule Sliding Doors

Card Reader In (1) AC-HID-READ-MCLASS-SE-MOB-WG-900PMNNEKEA (AVIGILON ACCESS part number AC-HID-READ-MCLASS-SE-MOB-WG-900PMNNEKEA)

Door Contact (2) SET 3/4STLDR W/TRMS WDGP W (G.R.I. part number 8080-TWG-W)

Notes This proposal assumes that Security 101 is only controlling the door operator and that a point of connection is available to do so. Door operator provided by others. All Raceway provided by others.

Access Controlled Door #6: Door 125A Conference Room Card Reader

Card Reader In (1) AC-HID-READ-MCLASS-SE-MOB-WG-900PMNNEKEA (AVIGILON ACCESS part number AC-HID-READ-MCLASS-SE-MOB-WG-900PMNNEKEA)

Electric Lock 1 (2) Existing or customer supplied.

Door Contact (2) SET 3/4STLDR W/TRMS WDGP W (G.R.I. part number 8080-TWG-W)

Transfer 1 (2) Existing or customer supplied.

Notes S101 will provide an HID Mobile Enabled Multiclass Card Reader, DPS, cabling and low voltage power to this opening. Electrified Lockset with internal rex, Transfer Hinge and Raceway (called out in plans) will be provided by others. If low voltage power can power the lockset for this opening S101 will power this device. If the selected lockset uses Hi In Rush or Hi Voltage power then the door hardware provider will need to provide the power.



Scope of Work (cont)

Proposal 102674.1 New Terminal Security Section 28-05-00-1

Access Controlled Door #7: Door 125B Conference Room Doors DPS

Door Contact (2) SET 3/4STLDR W/TRMS WDGP W (G.R.I. part number 8080-TWG-W)

Access Controlled Door #8: Door 127 Elev Service DPS

Door Contact (1) SET 3/4STLDR W/TRMS WDGP W (G.R.I. part number 8080-TWG-W)

Access Controlled Door #9: Door 128 Stairwell Door DPS

Door Contact (1) SET 3/4STLDR W/TRMS WDGP W (G.R.I. part number 8080-TWG-W)

Access Controlled Door #10: Door 129 Ground Service Equipment Storage

Card Reader In (1) AC-HID-READ-MCLASS-SE-MOB-WG-900PMNNEKEA (AVIGILON ACCESS part number AC-HID-READ-MCLASS-SE-MOB-WG-900PMNNEKEA)

Electric Lock 1 (1) Existing or customer supplied.

Door Contact (1) SET 3/4STLDR W/TRMS WDGP W (G.R.I. part number 8080-TWG-W)

Transfer 1 (1) Existing or customer supplied.

Notes S101 will provide an HID Mobile Enabled Multiclass Card Reader, DPS, cabling and low voltage power to this opening. Electrified Lockset with internal rex, Transfer Hinge and Raceway (called out in plans) will be provided by others. If low voltage power can power the lockset for this opening S101 will power this device. If the selected lockset uses Hi In Rush or Hi Voltage power then the door hardware provider will need to provide the power.

Access Controlled Door #11: Door 130A Card Reader

Card Reader In (1) AC-HID-READ-MCLASS-SE-MOB-WG-900PMNNEKEA (AVIGILON ACCESS part number AC-HID-READ-MCLASS-SE-MOB-WG-900PMNNEKEA)

Electric Lock 1 (1) Existing or customer supplied.

Door Contact (1) SET 3/4STLDR W/TRMS WDGP W (G.R.I. part number 8080-TWG-W)

Transfer 1 (1) Existing or customer supplied.

Notes S101 will provide an HID Mobile Enabled Multiclass Card Reader, DPS, cabling and low voltage power to this opening. Electrified Lockset with internal rex, Transfer Hinge and Raceway (called out in plans) will be provided by others. If low voltage power can power the lockset for this opening S101 will power this device. If the selected lockset uses Hi In Rush or Hi Voltage power then the door hardware provider will need to provide the power.

Access Controlled Door #12: Door 204 Electrical Closet

Card Reader In (1) AC-HID-READ-MCLASS-SE-MOB-WG-900PMNNEKEA (AVIGILON ACCESS part number AC-HID-READ-MCLASS-SE-MOB-WG-900PMNNEKEA)

Electric Lock 1 (1) Existing or customer supplied.

Door Contact (1) SET 3/4STLDR W/TRMS WDGP W (G.R.I. part number 8080-TWG-W)

Transfer 1 (1) Existing or customer supplied.

Notes S101 will provide an HID Mobile Enabled Multiclass Card Reader, DPS, cabling and low voltage power to this opening. Electrified Lockset with internal rex, Transfer Hinge and Raceway (called out in plans) will be provided by others. If low voltage power can power the lockset for this opening S101 will power this device. If the selected lockset uses Hi In Rush or Hi Voltage power then the door hardware provider will need to provide the power.

Access Controlled Door #13: Door 206A DPS

Door Contact (1) SET 3/4STLDR W/TRMS WDGP W (G.R.I. part number 8080-TWG-W)



Scope of Work (cont)

Proposal 102674.1 New Terminal Security Section 28-05-00-1

Access Controlled Door #14: Door 206B DPS

Door Contact (2) SET 3/4STLDR W/TRMS WDGP W (G.R.I. part number 8080-TWG-W)

Access Controlled Door #15: Door 206C DPS

Door Contact (1) SET 3/4STLDR W/TRMS WDGP W (G.R.I. part number 8080-TWG-W)

Access Controlled Door #16: Door 207A DPS

Door Contact (1) SET 3/4STLDR W/TRMS WDGP W (G.R.I. part number 8080-TWG-W)

Access Controlled Door #17: Door 207B DPS

Door Contact (1) SET 3/4STLDR W/TRMS WDGP W (G.R.I. part number 8080-TWG-W)

Access Controlled Door #18: Door 208 Data Closet

Card Reader In (1) AC-HID-READ-MCLASS-SE-MOB-WG-900PMNNEKEA (AVIGILON ACCESS part number AC-HID-READ-MCLASS-SE-MOB-WG-900PMNNEKEA)

Electric Lock 1 (1) Existing or customer supplied.

Door Contact (1) SET 3/4STLDR W/TRMS WDGP W (G.R.I. part number 8080-TWG-W)

Transfer 1 (1) Existing or customer supplied.

Notes S101 will provide an HID Mobile Enabled Multiclass Card Reader, DPS, cabling and low voltage power to this opening. Electrified Lockset with internal rex, Transfer Hinge and Raceway (called out in plans) will be provided by others. If low voltage power can power the lockset for this opening S101 will power this device. If the selected lockset uses Hi In Rush or Hi Voltage power then the door hardware provider will need to provide the power.



Scope of Work (cont)

Proposal 102674.1 New Terminal Security Section 28-05-00-1

Video System

Head Ends

Head End #1: Data Closet Rack

Video Server	(1) AURORA 48TB 2U MOUNT 12 BAY - RAID 5/6 (BCD INC part number BCD212-VRA-120-48TB-8)
Network Switch	(1) UBIQUITI UNIFI 24-PORT 500W GIGABIT SWITCH WITH SFP (Ubiquiti part number US-24-500W)
Surge Suppression	(8) SURGE PROTECTOR MODULALR POWER OVER ETHERNET (DITEK part number DTK-MRJPOE)
IP Camera License	(13) ACC 6 Enterprise license for up to 1 camera channels (AVIGILON VIDEO part number 1C-ACC6-ENT)

IP Cameras

IP Camera #1: #01 Interior Main Entrance

Camera to View:	360° Multisensor 32 MP Camera With Analytics Surface Mounted
Other	(1) Additional Part: Dome bubble and cover, for outdoor surface mount or pendant mount clear
Other	(1) Additional Part: Outdoor surface mount adapter, must order either a H4AMH-DO-COVR1 or H4AMH-DOCOVR1-SMOKE.
Other	(1) Additional Part: 32 Megapixel MultiSensor with Self-Learning Analytics WDR 360°
Notes	Any raceway will be provided by others.

IP Camera #2: #02 Jetway Exit

Camera to View:	360° Multisensor 32 MP Camera With Analytics Surface Mounted
Other	(1) Additional Part: Outdoor surface mount adapter, must order either a H4AMH-DO-COVR1 or H4AMH-DOCOVR1-SMOKE.
Other	(1) Additional Part: Dome bubble and cover, for outdoor surface mount or pendant mount clear
Other	(1) Additional Part: 32 Megapixel MultiSensor with Self-Learning Analytics WDR 360°
Notes	Any raceway will be provided by others.

IP Camera #3: #03 Pilots Lounge

Camera to View:	360° Multisensor 32 MP Camera With Analytics Surface Mounted
Other	(1) Additional Part: Dome bubble and cover, for outdoor surface mount or pendant mount clear
Other	(1) Additional Part: Outdoor surface mount adapter, must order either a H4AMH-DO-COVR1 or H4AMH-DOCOVR1-SMOKE.
Other	(1) Additional Part: 32 Megapixel MultiSensor with Self-Learning Analytics WDR 360°
Notes	Any raceway will be provided by others.

IP Camera #4: #04 Terrace Lounge

Camera to View:	360° Multisensor 32 MP Camera With Analytics Surface Mounted
Other	(1) Additional Part: Outdoor surface mount adapter, must order either a H4AMH-DO-COVR1 or H4AMH-DOCOVR1-SMOKE.
Other	(1) Additional Part: Dome bubble and cover, for outdoor surface mount or pendant mount clear
Other	(1) Additional Part: 32 Megapixel MultiSensor with Self-Learning Analytics WDR 360°
Notes	Any raceway will be provided by others.



Scope of Work (cont)

Proposal 102674.1 New Terminal Security Section 28-05-00-1

IP Camera #5: #05 Ground Service Storage

Camera to View: 360° Multisensor 32 MP Camera With Analytics Surface Mounted

Other (1) Additional Part: Outdoor surface mount adapter, must order either a H4AMH-DO-COVR1 or H4AMH-DOCOVR1-SMOKE.

Other (1) Additional Part: Dome bubble and cover, for outdoor surface mount or pendant mount clear

Other (1) Additional Part: 32 Megapixel MultiSensor with Self-Learning Analytics WDR 360°

Notes Any raceway will be provided by others.

IP Camera #6: #06 Laundry Hallway

Camera to View: 360° Multisensor 32 MP Camera With Analytics Surface Mounted

Other (1) Additional Part: Dome bubble and cover, for outdoor surface mount or pendant mount clear

Other (1) Additional Part: Outdoor surface mount adapter, must order either a H4AMH-DO-COVR1 or H4AMH-DOCOVR1-SMOKE.

Other (1) Additional Part: 32 Megapixel MultiSensor with Self-Learning Analytics WDR 360°

Notes Any raceway will be provided by others.

IP Camera #7: #07 OPS/Line

Camera to View: 360° Multisensor 32 MP Camera With Analytics Surface Mounted

Other (1) Additional Part: Dome bubble and cover, for outdoor surface mount or pendant mount clear

Other (1) Additional Part: Outdoor surface mount adapter, must order either a H4AMH-DO-COVR1 or H4AMH-DOCOVR1-SMOKE.

Other (1) Additional Part: 32 Megapixel MultiSensor with Self-Learning Analytics WDR 360°

Notes Any raceway will be provided by others.

IP Camera #8: #08 Check In

Camera to View: 360° Multisensor 32 MP Camera With Analytics Surface Mounted

Other (1) Additional Part: Dome bubble and cover, for outdoor surface mount or pendant mount clear

Other (1) Additional Part: Outdoor surface mount adapter, must order either a H4AMH-DO-COVR1 or H4AMH-DOCOVR1-SMOKE.

Other (1) Additional Part: 32 Megapixel MultiSensor with Self-Learning Analytics WDR 360°

Notes Any raceway will be provided by others.

IP Camera #9: #09 Janitorial Hallway

Camera to View: 360° Multisensor 32 MP Camera With Analytics Surface Mounted

Other (1) Additional Part: Dome bubble and cover, for outdoor surface mount or pendant mount clear

Other (1) Additional Part: In-ceiling adapter, must order either a H4AMH-DC-COVR1 or H4AMH-DC-COVR1-SMOKE

Other (1) Additional Part: 32 Megapixel MultiSensor with Self-Learning Analytics WDR 360°

Other (1) Additional Part: Multisensor Ceiling Panel

Notes Any raceway will be provided by others.

IP Camera #10: #010 NE Exterior Corner

Camera to View: 270° Multisensor 24 MP Camera With Analytics Corner Mounted

Other (1) Additional Part: Dome bubble and cover, for outdoor surface mount or pendant mount clear

Other (1) Additional Part: Outdoor pendant mount adapter, must order one of IRPTZ-MNT-WALL1 or IRPTZ-MNTNPTA1 and one of H4AMH-DO-COVR1 or H4AMH-DO-COVR1-SMOKE.



Scope of Work (cont)

Proposal 102674.1 New Terminal Security Section 28-05-00-1

- Other (1) Additional Part: Pendant wall arm adapter, for use with H4AMH-AD-PEND1 or H4 IRPTZ
- Other (1) Additional Part: 3 x 8 MP, WDR, 4mm 270°, Camera Only, Self Learning Analytics
- Other (1) Additional Part: Corner mount adapter for use with H4A-MT-WALL1, H4-BO-JBOX1 or HD Bullet Camera
- Notes Any raceway will be provided by others.

IP Camera #11: #011 NW Exterior Corner

Camera to View: 270° Multisensor 24 MP Camera With Analytics Corner Mounted

- Other (1) Additional Part: Pendant wall arm adapter, for use with H4AMH-AD-PEND1 or H4 IRPTZ
- Other (1) Additional Part: Dome bubble and cover, for outdoor surface mount or pendant mount clear
- Other (1) Additional Part: Outdoor pendant mount adapter, must order one of IRPTZ-MNT-WALL1 or IRPTZ-MNTNPTA1 and one of H4AMH-DO-COVR1 or H4AMH-DO-COVR1-SMOKE.
- Other (1) Additional Part: 3 x 8 MP, WDR, 4mm 270°, Camera Only, Self Learning Analytics
- Other (1) Additional Part: Corner mount adapter for use with H4A-MT-WALL1, H4-BO-JBOX1 or HD Bullet Camera
- Notes Any raceway will be provided by others.

IP Camera #12: #012 SW Exterior Corner

Camera to View: 270° Multisensor 24 MP Camera With Analytics Corner Mounted

- Other (1) Additional Part: Pendant wall arm adapter, for use with H4AMH-AD-PEND1 or H4 IRPTZ
- Other (1) Additional Part: Dome bubble and cover, for outdoor surface mount or pendant mount clear
- Other (1) Additional Part: Outdoor pendant mount adapter, must order one of IRPTZ-MNT-WALL1 or IRPTZ-MNTNPTA1 and one of H4AMH-DO-COVR1 or H4AMH-DO-COVR1-SMOKE.
- Other (1) Additional Part: 3 x 8 MP, WDR, 4mm 270°, Camera Only, Self Learning Analytics
- Other (1) Additional Part: Corner mount adapter for use with H4A-MT-WALL1, H4-BO-JBOX1 or HD Bullet Camera
- Notes Any raceway will be provided by others.

IP Camera #13: #013 SE Exterior Corner

Camera to View: 270° Multisensor 24 MP Camera With Analytics Corner Mounted

- Other (1) Additional Part: Pendant wall arm adapter, for use with H4AMH-AD-PEND1 or H4 IRPTZ
- Other (1) Additional Part: Dome bubble and cover, for outdoor surface mount or pendant mount clear
- Other (1) Additional Part: Outdoor pendant mount adapter, must order one of IRPTZ-MNT-WALL1 or IRPTZ-MNTNPTA1 and one of H4AMH-DO-COVR1 or H4AMH-DO-COVR1-SMOKE.
- Other (1) Additional Part: 3 x 8 MP, WDR, 4mm 270°, Camera Only, Self Learning Analytics
- Other (1) Additional Part: Corner mount adapter for use with H4A-MT-WALL1, H4-BO-JBOX1 or HD Bullet Camera
- Notes Any raceway will be provided by others.



Scope of Work (cont)

Proposal 102674.1 New Terminal Security Section 28-05-00-1

Other System

Undefined - See Notess

Undefined - See Notes #1: Audio Visual Value Engineered Spec 271000

\$ 76,681.37



Scope of Work

Proposal 102663.0 New Terminal Structured Cable 27-10-00-1

Other System

Server / Head Ends

Server / Head End #1: Structured Cable Spec 271000

Note:

- Other (193) Additional Part: 1-FT CAT5E PATCH CABLE BLUE
- Other (17) Additional Part: Leviton Qck Port WI Plt 2Prt W
- Other (8) Additional Part: 7 201 SERIES SINGLE POCKET
- Other (1) Additional Part: 7"H 45-RMS 2-POST DIST RACK
- Other (36) Additional Part: WP 4 PORT SG WH
- Other (15) Additional Part: FACEPLATE 1-GANG 1-PORT WHT QUICKPORT
- Other (16) Additional Part: WALL MOUNT BRACKET FOR 201 SERIES TRAY GALV
- Other (1) Additional Part: RACK, 4 POST DISTRIBUTION, 7'
- Other (1) Additional Part: pp empty 24p angled 1 ru blk quickport ppanel 24-pt empty angl
- Other (30) Additional Part: C5 GIGMAX T568A/B INSERT PRPL
- Other (137) Additional Part: CAT 5E PLENUM, VIOLET
- Other (4) Additional Part: TURNOUT 6
- Other (4) Additional Part: ANGLED FIELD CONFIG 48P BLK
- Other (356) Additional Part: C5 GIGMAX T568A/B INSERT BLUE
- Other (16) Additional Part: Ubiquiti UniFi AP, AC PRO- US VERSION
- Other (8) Additional Part: IN-LINE CONNECTOR BOLT
- Other (2) Additional Part: KIT,RACK TO WALL RUNWAY, 5'



Equipment List

Proposal 102663.0 New Terminal Structured Cable 27-10-00-1

Qty	Description	Unit Price	Discount	Net Price
193	1-FT CAT5E PATCH CABLE BLUE ((miscellaneous ADI MFG) 0E-C5EBL1)	2.26	0.79	1.47
8	7 201 SERIES SINGLE POCKET (SNAKETRAY/CABLE MNGMNT SOLUTNS CM 201-6-8)	167.98	58.79	109.19
1	7"H 45-RMS 2-POST DIST RACK (ICC (INT'L CONN & CABLE CORP) ICCMSR1984)	265.98	93.09	172.89
4	ANGLED FIELD CONFIG 48P BLK (LEVITON TELCOM 49256-H48)	234.48	82.06	152.42
356	C5 GIGMAX T568A/B INSERT BLUE (LEVITON TELCOM 5G108-RL5)	7.33	2.56	4.77
30	C5 GIGMAX T568A/B INSERT PRPL (LEVITON TELCOM 5G108-RP5)	6.21	2.17	4.04
137	CAT 5E PLENUM, VIOLET (HITACHI 39419-8V12)	407.73	142.70	265.03
15	FACEPLATE 1-GANG 1-PORT WHT QUICKPORT (LEVITON TELCOM 41080-1WP)	2.89	1.01	1.88
8	IN-LINE CONNECTOR BOLT (SNAKETRAY/CABLE MNGMNT SOLUTNS CB-12)	11.71	4.09	7.62
2	KIT,RACK TO WALL RUNWAY, 5' (ICC (INT'L CONN & CABLE CORP) ICCMSLRW05)	157.48	55.11	102.37
17	Leviton Qck Port Wl Plt 2Prt W (LEVITON TELCOM 41080-2WP)	2.89	1.01	1.88
1	pp empty 24p angled 1 ru blk quickport ppanel 24-pt empty angl (LEVITON TELCOM 49256-H24)	139.98	48.99	90.99
1	RACK, 4 POST DISTRIBUTION, 7' (ICC (INT'L CONN & CABLE CORP) ICCMSR4P84)	594.98	208.24	386.74
4	TURNOUT 6 (SNAKETRAY/CABLE MNGMNT SOLUTNS T06)	14.88	5.20	9.68
16	Ubiquiti UniFi AP, AC PRO- US VERSION (Ubiquiti UAP-AC-PRO (US))	229.25	80.23	149.02
16	WALL MOUNT BRACKET FOR 201 SERIES TRAY GALV (SNAKETRAY/CABLE MNGMNT SOLUTNS WBN 201-G)	20.98	7.34	13.64
36	WP 4 PORT SG WH (LEVITON TELCOM 41080-4WP)	2.89	1.01	1.88



Financial Summary

Proposal 102663.0 New Terminal Structured Cable 27-10-00-1

BILLING ADDRESS
Raleigh Exec Jetport
700 Rod Sullivan Road
Sanford, NC 27330

PROJECT LOCATION
Raleigh Exec Jetport
700 Rod Sullivan Road
Sanford, NC 27330

Grand Totals:

Description	Price	Discount	Net Price
Installation Labor	28,286.00		28,286.00
Equipment	68,382.88	-23,464.71	44,918.17
Total Investment	96,668.88	-23,464.71	73,204.17
Tax:			3,477.20
Total with Tax:			76,681.37

Exceptions: This bid uses Cat5e cable not Cat6 as described in the specification. Category 5e is all that is necessary for this application. This proposal use only 2 racks in the data closet. A third rack will not be needed for this installation. Switches and UPS to be supplied by owner.

REJ Furniture Proposal 12.2.18

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Item	Part Number	Part Description	Qty	Sell	Ext Sell
1	RG-2NH7 0030 A UM	12Wx24Dx65-7/8H Double Locker, Hinge Right, Metal KN-Soft Grey Full Pull Square Front UM Standard Series Lock - Flat Bla...	3	\$ 481.87	\$ 1,445.61
2	SHIPPING	Great Openings under \$5K small shipping FEE	1	\$ 200.00	\$ 200.00
3	330	Troutman Rocking Chairs #330 Coastal, Color - TBD	6	\$ 250.00	\$ 1,500.00
4	T9A250669BK	Steel Picnic Table 46"Square Table with 4 benches 1 piece	5	\$ 793.00	\$ 3,965.00
5	WG260804BK	Steel Trash Receptical Black	3	\$ 458.95	\$ 1,376.85
6	WG238279BK	Site Saver Black Outdoor Ashtray	3	\$ 51.95	\$ 155.85
7	SHIPPING	Global Industrial Shipping all 3 items from different locations TOTAL	1	\$ 800.00	\$ 800.00
8		LAMPS with 3 settings switch	2	\$ 400.00	\$ 800.00
9	N65DDA MOMF 09141691 C3	AURORA,MID BACK,KNEE TILT,ALUMINUM MOMENTUM GRADE F SILICA LEATHER SHADOW HARD DUAL WHEEL,BLACK	8	\$ 786.15	\$ 6,289.20
10	N44GM1WPE	JEWEL,STACKER,ARMLESS,PECA N	4	\$ 202.50	\$ 810.00
11	N44SM2WPE	JEWEL,STOOL,ARMLESS,PECAN, PKG 2	4	\$ 608.40	\$ 2,433.60
12	83N3696SRTL VMC G10LR STD MC	FOOTINGS,36DX96W,SOFT RECTANGULAR TOP,HPL SOFTENED PVC,AMBER GROMMET,ROUND,LEFT & RIGHT STANDARD LAMINATE AMBER	1	\$ 577.35	\$ 577.35
13	NACG10AELPG G	ACCESSORIES,G10A POWER/USB GROMMET,LT GREY	2	\$ 175.50	\$ 351.00
14	CBV246241YB KPCU 501 501	FOOTINGS,24DX62WX41H,Y BASE KIT PLATINUM METALLIC PLATINUM METALLIC	1	\$ 405.00	\$ 405.00
15	83N3030SSQL VMC STD MC	FOOTINGS,30DX30W,SOFT SQUARE TOP,HPL SOFTENED PVC,AMBER STANDARD LAMINATE AMBER	3	\$ 195.75	\$ 587.25

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Item	Part Number	Part Description	Qty	Sell	Ext Sell
16	CBV2728XBP X 501 ✓ 501	FOOTINGS,27WX28H,X BASE,STATIC NO CUTOUT PLATINUM METALLIC PLATINUM METALLIC	3	\$ 199.35	\$ 598.05
17	N65GGA COM SPECIAL TOR AC ✓ 501	AURORA,GUEST,WOOD BACK,ALUMINUM CUSTOMER'S OWN MATERIAL PRIMARY UPH PATTERN COLOR MOMENTUM CROSSING COLOR... AUTUMN PLATINUM METALLIC	6	\$ 529.65	\$ 3,177.90
18	N32AAM COM SPECIAL TOR X X ✓ 501	RENO,1 SEAT LOUNGE,METAL LEGS CUSTOMER'S OWN MATERIAL PRIMARY UPH PATTERN COLOR MOMENTUM PATTERN - CROSS... NO GROMMET NO CUP HOLDER PLATINUM METALLIC	2	\$ 783.45	\$ 1,566.90
19	⊙ Momentum Crossing Colors	Color - Granite	19	\$ 109.00	\$ 2,071.00
20	N32T24ENL X MC ✓ 501	RENO,24DIA,END TABLE,ROUND,LAMINATE NO SURFACE GROMMET AMBER PLATINUM METALLIC	1	\$ 511.65	\$ 511.65
21	N84L3M MOMA 09108328 AA X S-WAC ✓ C66	COLLETTE,3 SEAT,ARMLESS MOMENTUM GRADE A CANTER EARTH MATCHING THREAD NO GROMMET WOOD LEG,AUTUMN SOFT GLIDE	1	\$ 2,155.05	\$ 2,155.05
22	N84T36ENL AC2 MOMA 09108328 CUT-G35C S-WAC ✓ C66	COLLETTE,36DX36W,END TABLE,LAMINATE AUTUMN 2 MOMENTUM GRADE A CANTER EARTH CUTOUT-G35,CENTER WOOD LEG,AUTUMN SOFT GLIDE	1	\$ 485.10	\$ 485.10
23	⊙ NACG35AELPG B	Power/USB Grommet plugged - Black	1	\$ 184.95	\$ 184.95

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Item	Part Number	Part Description	Qty	Sell	Ext Sell
24	N84L1L MOMA 09108328 AA X S-WAC ✓ C66	COLLETTE,1 SEAT,LEFT ARM MOMENTUM GRADE A CANTER EARTH MATCHING THREAD NO GROMMET WOOD LEG,AUTUMN SOFT GLIDE	1	\$ 1,068.75	\$ 1,068.75
25	N84L1R MOMA 09108328 AA X S-WAC ✓ C66	COLLETTE,1 SEAT,RIGHT ARM MOMENTUM GRADE A CANTER EARTH MATCHING THREAD NO GROMMET WOOD LEG,AUTUMN SOFT GLIDE	1	\$ 1,068.75	\$ 1,068.75
26	N84D2 MOMA 09108328 AA X S-WAC ✓ C66	COLLETTE,36DX36W,OTTOMAN MOMENTUM GRADE A CANTER EARTH MATCHING THREAD NO GROMMET WOOD LEG,AUTUMN SOFT GLIDE	4	\$ 775.80	\$ 3,103.20
27	N15TJYP MOML 09161183 ✓ C2	MIX-IT,SYN,STOOL,MESH,METAL BASE,HT ADJ ARM MOMENTUM GRADE L FLOW STREAM SOFT DUAL WHEEL,BLACK	2	\$ 654.30	\$ 1,308.60
28	N15TPP MOML 09161183 ✓ C2	MIX-IT,SYN,HIGH BACK,MESH,LUMBAR,METAL ... BASE HT ADJ ARM MOMENTUM GRADE L FLOW STREAM SOFT DUAL WHEEL,BLACK	1	\$ 662.40	\$ 662.40
29	WW2315PMBF 2L 6PL KRB AC2 ✓ AC2	WAVEWORKS,23DX15W,PEDESTAL, MOBILE,BOX/FILE,HPL NANTUCKET,PLATINUM METALL... RANDOM CORE,INSTALLED,BLA... AUTUMN 2 AUTUMN 2	4	\$ 461.70	\$ 1,846.80
30	WWN3072DPR FL NCL STD CL ✓ CL	WAVEWORKS,30DX72W,DESK,P-S HAPE,RIGHT,NO ... SLIDING W/MOP UDI REED PVC,CARAMEL STANDARD LAMINATE CARAMEL CARAMEL	1	\$ 710.55	\$ 710.55

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Item	Part Number	Part Description	Qty	Sell	Ext Sell
31	NAC0428SFRN B	4" Support Base Round Metal Finish 501 Platinum Metallic	1	\$ 89.10	\$ 89.10
32	WWN2472GLF L2 VCL 6PL G1C KRB STD CL CL CL	WAVEWORKS,24DX72W,CREDEN ZA,LEFT PED,FILE/FILE,HPL SOFTENED PVC,CAMEL NANTUCKET,PLATINUM METALL... GROMMET,CENTER RANDOM CORE,INSTALLED,BLA... STANDARD LAMINATE CAMEL CAMEL CAMEL	1	\$ 863.55	\$ 863.55
33	WWN2442BEF L VCL G1C STD CL CL	WAVEWORKS,24DX42W,BRIDGE, HPL SOFTENED PVC,CAMEL GROMMET,CENTER STANDARD LAMINATE CAMEL CAMEL	1	\$ 242.55	\$ 242.55
34	82N2424MGRD L AC2 501 501	STACCATO,24DIA,END TABLE,ROUND,LAMINATE AUTUMN 2 PLATINUM METALLIC PLATINUM METALLIC	2	\$ 635.40	\$ 1,270.80
35	N92TMCLLW CUT-G23 ... AC2 501 AC C10	FRINGE,MID BACK,CORNER TABLE,LEFT,LAMINATE,WOOD ... CUTOUT-G23 Skipped Option AUTUMN 2 PLATINUM METALLIC AUTUMN SOFT GLIDE	1	\$ 944.10	\$ 944.10
36	N92TMCLRW CUT-G23 ... AC2 501 AC C10	FRINGE,MID BACK,CORNER TABLE,RIGHT,LAMINATE,WOOD ... CUTOUT-G23 Skipped Option AUTUMN 2 PLATINUM METALLIC AUTUMN SOFT GLIDE	1	\$ 944.10	\$ 944.10
37	NACG23ELB	ACCESSORIES,POWER GROMMET,BLACK	8	\$ 239.85	\$ 1,918.80

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Item	Part Number	Part Description	Qty	Sell	Ext Sell
38	N92M1RX	FRINGE,MID BACK,ONE SEAT,RIGHT ARM,CONTRASTING	1	\$ 1,000.80	\$ 1,000.80
	COM	CUSTOMER'S OWN MATERIAL			
	SPECIAL	BACK UPHOLSTERY PATTERN ...			
	TOR	MOMENTUM TRIVIA, COLOR - P...			
	COM	CUSTOMER'S OWN MATERIAL			
	SPECIAL	LUMBAR UPHOLSTERY PATTERN...			
	TOR	MOMENTUM TRIVIA, COLOR - P...			
	COM	CUSTOMER'S OWN MATERIAL			
	SPECIAL	SEAT UPHOLSTERY PATTERN C...			
	TOR				
	MOMA	MOMENTUM GRADE A			
	09108328	CANTER EARTH			
	X	NO FRONT ARM GROMMET			
	X	NO FRONT SEAT GROMMET			
	WAC	WOOD LEG,AUTUMN			
	✓ C10	SOFT GLIDE			
39	N92M1LX	FRINGE,MID BACK,ONE SEAT,LEFT ARM,CONTRASTING	1	\$ 1,018.35	\$ 1,018.35
	COM	CUSTOMER'S OWN MATERIAL			
	SPECIAL	BACK UPHOLSTERY PATTERN ...			
	TOR	MOMENTUM TRIVIA, COLOR PE...			
	COM	CUSTOMER'S OWN MATERIAL			
	SPECIAL	LUMBAR UPHOLSTERY PATTERN...			
	TOR	MOMENTUM TRIVIA, COLOR - P...			
	MOMA	MOMENTUM GRADE A			
	09108328	CANTER EARTH			
	MOMA	MOMENTUM GRADE A			
	09108328	CANTER EARTH			
	X	NO FRONT ARM GROMMET			
	X	NO FRONT SEAT GROMMET			
	WAC	WOOD LEG,AUTUMN			
	✓ C10	SOFT GLIDE			
40	N92TMIBLW	FRINGE,MID BACK,INLINE TABLE,LAMINATE,WOOD LEG	1	\$ 832.05	\$ 832.05
	CUT-G23	CUTOUT-G23			
	CUT-G23C	CUTOUT-G23,SIDE			
	AC2	AUTUMN 2			
	AC	AUTUMN			
	✓ C10	SOFT GLIDE			

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Item	Part Number	Part Description	Qty	Sell	Ext Sell
41	N92M2LX	FRINGE,MID BACK,TWO SEAT,LEFT ARM,CONTRASTING	2	\$ 1,391.40	\$ 2,782.80
	COM	CUSTOMER'S OWN MATERIAL			
	SPECIAL	BACK UPHOLSTERY PATTERN ...			
	TOR	MOMENTUM TRIVIA, COLOR - P...			
	COM	CUSTOMER'S OWN MATERIAL			
	SPECIAL	LUMBAR UPHOLSTERY PATTERN...			
	TOR	MOMENTUM TRIVIA, COLOR - P...			
	MOMA	MOMENTUM GRADE A			
	09108328	CANTER EARTH			
	MOMA	MOMENTUM GRADE A			
	09108328	CANTER EARTH			
	X	NO FRONT ARM GROMMET			
	X	NO FRONT SEAT GROMMET			
	WAC	WOOD LEG,AUTUMN			
	✓ C10	SOFT GLIDE			
42	N92M2RX	FRINGE,MID BACK,TWO SEAT,RIGHT ARM,CONTRASTING	2	\$ 1,391.40	\$ 2,782.80
	COM	CUSTOMER'S OWN MATERIAL			
	SPECIAL	BACK UPHOLSTERY PATTERN ...			
	TOR	MOMENTUM TRIVIA, COLOR - P...			
	COM	CUSTOMER'S OWN MATERIAL			
	SPECIAL	LUMBAR UPHOLSTERY PATTERN...			
	TOR	MOMENTUM TRIVIA, COLOR - P...			
	MOMA	MOMENTUM GRADE A			
	09108328	CANTER EARTH			
	MOMA	MOMENTUM GRADE A			
	09108328	CANTER EARTH			
	X	NO FRONT ARM GROMMET			
	X	NO FRONT SEAT GROMMET			
	WAC	WOOD LEG,AUTUMN			
	✓ C10	SOFT GLIDE			

REJ Furniture Proposal 12.2.18

Item	Part Number	Part Description	Qty	Sell	Ext Sell
43	N92M3LX COM SPECIAL TOR COM SPECIAL TOR MOMA 09108328 MOMA 09108328 G23BL X WAC ✓ C10	FRINGE,MID BACK,THREE SEAT,LEFT ARM,CONTRASTING CUSTOMER'S OWN MATERIAL BACK UPHOLSTERY PATTERN ... MOMENTUM TRIVIA, COLOR - P... CUSTOMER'S OWN MATERIAL LUMBAR UPHOLSTERY PATER... MOMRNTUM TRIVIA, COLOR - P... MOMENTUM GRADE A CANTER EARTH MOMENTUM GRADE A CANTER EARTH POWER GROMMET,BLACK,LEFT NO FRONT SEAT GROMMET WOOD LEG,AUTUMN SOFT GLIDE	1	\$ 1,977.75	\$ 1,977.75
44	N92M3RX COM SPECIAL TOR COM SPECIAL TOR MOMA 09108328 MOMA 09108328 G23BR X WAC ✓ C10	FRINGE,MID BACK,THREE SEAT,RIGHT ARM,CONTRASTING CUSTOMER'S OWN MATERIAL BACK UPHOLSTERY PATTERN ... MOMENTUM TRIVIA, COLOR - P... CUSTOMER'S OWN MATERIAL LUMBAR UPHOLSTERY PATER... MOMENTUM TRIVIA, COLOR - P... MOMENTUM GRADE A CANTER EARTH MOMENTUM GRADE A CANTER EARTH POWER GROMMET,BLACK,RIGHT NO FRONT SEAT GROMMET WOOD LEG,AUTUMN SOFT GLIDE	1	\$ 1,977.75	\$ 1,977.75
45	N92M1MX COM SPECIAL TOR COM SPECIAL TOR MOMA 09108328 X WAC ✓ C10	FRINGE,MID BACK,ONE SEAT,ARMLESS,CONTRASTING CUSTOMER'S OWN MATERIAL BACK UPHOLSTERY PATTERN ... MOMENTUM TRIVIA, COLOR - P... CUSTOMER'S OWN MATERIAL LUMBAR UPHOLSTERY PATER... MOMENTUM TRIVIA, COLOR - P... MOMENTUM GRADE A CANTER EARTH NO FRONT SEAT GROMMET WOOD LEG,AUTUMN SOFT GLIDE	2	\$ 881.10	\$ 1,762.20

REJ Furniture Proposal 12.2.18

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Item	Part Number	Part Description	Qty	Sell	Ext Sell
46	N66SQ18GX MOMA 09108328 COM SPECIAL ✓ TOR	WHIMSY,18DX18W SQUARE,STATIC,CONTRASTING MOMENTUM GRADE A CANTER EARTH CUSTOMER'S OWN MATERIAL PRIMARY UPH PATTERN COLOR MOMENTUM PATTERN - TRIVIA, ...	3	\$ 291.60	\$ 874.80
47	COM Momentum ... Torque	Color - Pebble	136	\$ 87.00	\$ 11,832.00
48	N32SAAM MOML 09161183 G23BL ✓ 501	RENO,SLIM 1 SEAT LOUNGE,METAL LEGS MOMENTUM GRADE L FLOW STREAM POWER GROMMET,BLACK,LEFT PLATINUM METALLIC	2	\$ 1,724.40	\$ 3,448.80
49	N32SAAM MOML 09161183 X ✓ 501	RENO,SLIM 1 SEAT LOUNGE,METAL LEGS MOMENTUM GRADE L FLOW STREAM NO GROMMET PLATINUM METALLIC	2	\$ 1,513.35	\$ 3,026.70
50	N60DD MOMA 09108328 501 ✓ C8	TAG,GUEST,SQUARE UPH BACK,ARMLESS MOMENTUM GRADE A CANTER EARTH PLATINUM METALLIC OPTIONAL GLIDE-SOFT SURFACE	3	\$ 215.55	\$ 646.65
51	N71T2552MGL AC2 501 ✓ C57	FARRAH,25DX52W,MAGAZINE TABLE,LAMINATE AUTUMN 2 PLATINUM METALLIC SOFT GLIDE	2	\$ 800.10	\$ 1,600.20
52	WWN60240RT 2W F CUT-G16A X X R ✓ AC	WAVEWORKS,60DX240W,CONFERENCE TOP,RECTANGLE,WOOD SOFTENED CUTOUT-G16,ALL NO MODIFIED DEPTH (STANDA... NO MODIFIED WIDTH (STANDAR... STANDARD AUTUMN	1	\$ 4,851.45	\$ 4,851.45
53	10N60240PNK W P1 X ✓ AC	UNIVERSAL,FOR 60DX240W TOP,PANEL BASE KIT,WOOD BASIC NO MODIFIED WIDTH (STANDAR... AUTUMN	1	\$ 3,596.85	\$ 3,596.85

REJ Furniture Proposal 12.2.18

9 of 9

Item	Part Number	Part Description	Qty	Sell	Ext Sell
54	NACG15AELPG B	1 Touch Double Pivoting Power Grommet - Black	3	\$ 588.60	\$ 1,765.80
55	N65CCA MOMF 09141691 C4	AURORA,HIGH BACK,KNEE TILT,ALUMINUM MOMENTUM GRADE F SILICA LEATHER SHADOW SOFT DUAL WHEEL,BLACK	18	\$ 831.15	\$ 14,960.70
56	N92B2 MOML 09161183 X X WAC C10	FRINGE,BENCH,TWO SEAT MOMENTUM GRADE L FLOW STREAM NO FRONT SEAT GROMMET NO END SEAT GROMMET WOOD LEG,AUTUMN SOFT GLIDE	4	\$ 1,534.50	\$ 6,138.00
57	N92TENWW X X AC C10	FRINGE,END TABLE,WOOD,WOOD LEG NO SURFACE GROMMET NO SIDE GROMMET AUTUMN SOFT GLIDE	2	\$ 748.35	\$ 1,496.70
58	WWN3672RT2 L NAC2 X X STD AC2	WAVEWORKS,36DX72W,CONFER ENCE TOP,RECTANGLE,HPL REED PVC,AUTUMN 2 NO GROMMET NO MODIFIED WIDTH (STANDAR... STANDARD LAMINATE AUTUMN 2	1	\$ 743.85	\$ 743.85
59	10N1828PNL P1 AC2	UNIVERSAL,18WX28H,PANEL BASE,LAMINATE BASIC AUTUMN 2	2	\$ 420.30	\$ 840.60
60	INSTALLATION	Installation of furniture during normal business hours	1	\$ 6,000.00	\$ 6,000.00
		Grand Total			\$ 124,446.96

REJ Shades Quote

Indoff
 Theresa Guest
 10800 Summerton Drive
 Raleigh, NC, 27614
 919-971-5648

1 of 1
 Raleigh Executive Airport
 Raleigh Executive Airport
 700 Rod Sullivan Road
 Sanford, NC, 27330
 919-776-2939

Type ?

Item	Part Description	Qty	Purchase	Ext Purchase
1	SHADES FOR 110 Pilots Lounge	2	\$ 298.00	\$ 596.00
2	SHADES FOR 118 Meeting Room	2	\$ 298.00	\$ 596.00
3	SHADES FOR 117 Vending	2	\$ 500.00	\$ 1,000.00
4	SHADES FOR 119 Small Conference	1	\$ 441.00	\$ 441.00
5	SHADES FOR 119 Small Conference	2	\$ 303.00	\$ 606.00
6	SHADES FOR 200 Meeting	2	\$ 229.00	\$ 458.00
7	Installation during normal business hours	1	\$ 780.00	\$ 780.00
	Grand Total			\$ 4,477.00



LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

ITEM #:
VIII. I.

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

MEETING DATE: May 6, 2019

SUBJECT: Presentation on multi-use sports complex

DEPARTMENT: Administration

CONTACT PERSON: John Crumpton

TYPE: Consent Agenda Action Item Public Hearing Information

REQUEST	Presentation on multi-use sports complex
BUDGET IMPACT	Possible Bond Issue
ATTACHMENTS	Market analysis and feasibility study
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Information Only

SUMMARY

In 2015, a group of elected officials and staff with the County of Lee, City of Sanford and Town of Broadway began meeting to look into the feasibility of a multi-use sports complex in the County. A market analysis and feasibility study for such complex presented its findings on June 30, 2015. Recently the sports complex committee has reorganized to begin talking about the use of such a complex. The proposed site of the complex is off Highway 42, heading into Broadway. Currently, there is a person interested in donating the land for the complex.

Sanford/Lee County Multi-Sport Market Analysis

Description: 3/25/2015 3:55:28 PM
Data Range: 4/6/2015 12:00:00 AM - 9/8/2015 11:59:00 PM
Total Respondents: 974

Q1: Where is the location of your primary place of employment?

Count	Percent
529	54.48%
56	5.76%
314	32.38%
96	9.88%
971	Respondents

Q2: Where is the location of your primary place of employment?

Count	Percent
522	55.93%
11	1.14%
136	12.42%
212	21.96%
51	5.27%
52	5.37%
968	Respondents

Q3: What is your gender?

Count	Percent
541	38.86%
572	61.84%
12	1.30%
925	Respondents

Q4: What is your age?

Count	Percent
14	1.30%
14	1.50%
42	3.81%
76	6.88%
258	23.56%
267	24.39%
136	12.34%
111	10.04%
931	Respondents

Q5: What is your race/ethnicity?

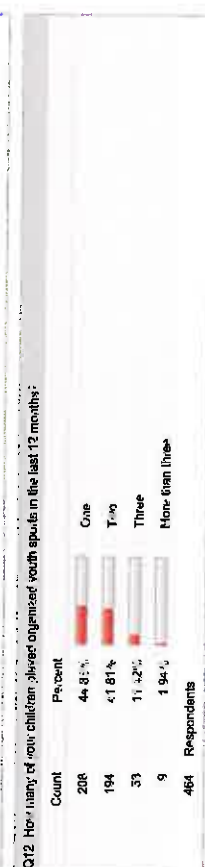
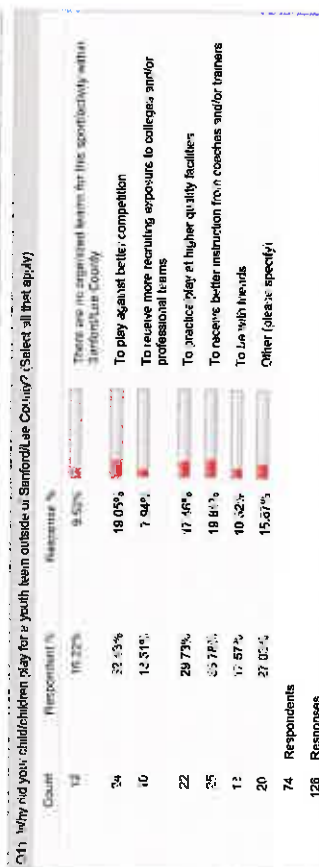
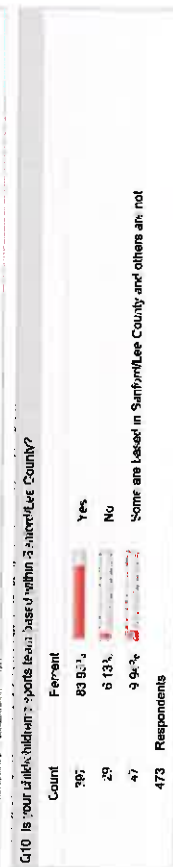
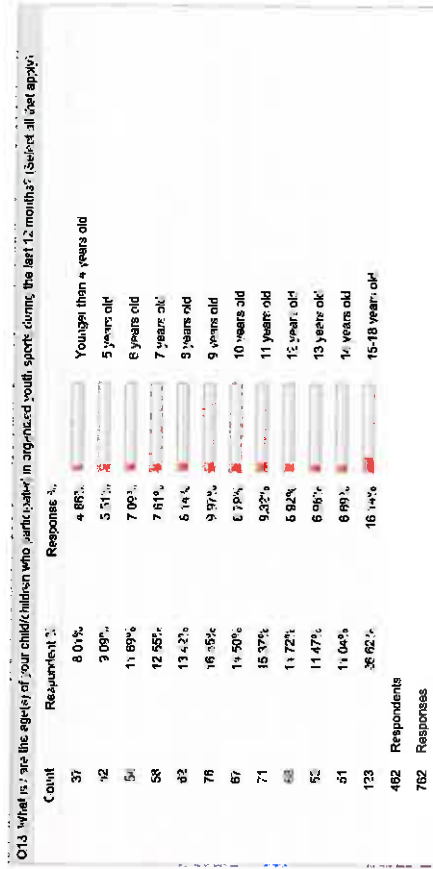
Count	Percent
1	0.66%
53	0.11%
51	5.59%
0	0.00%
20	2.16%
4	0.43%
805	86.82%
5	0.22%
7	0.76%
827	Respondents

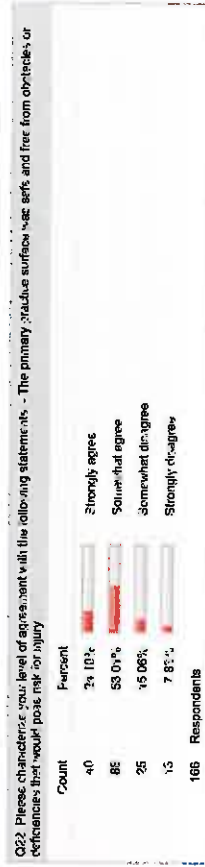
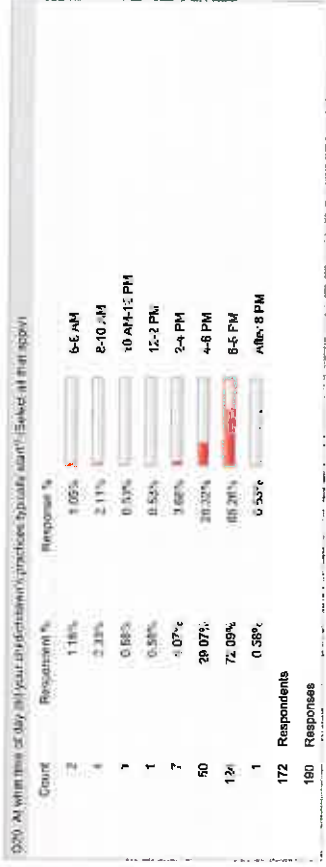
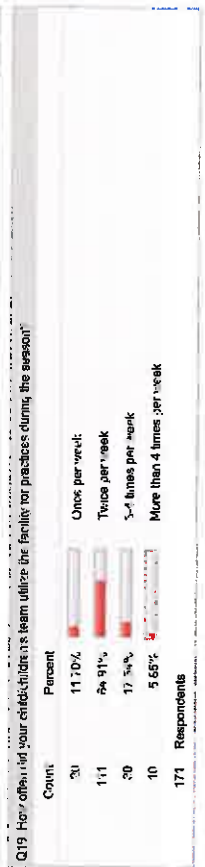
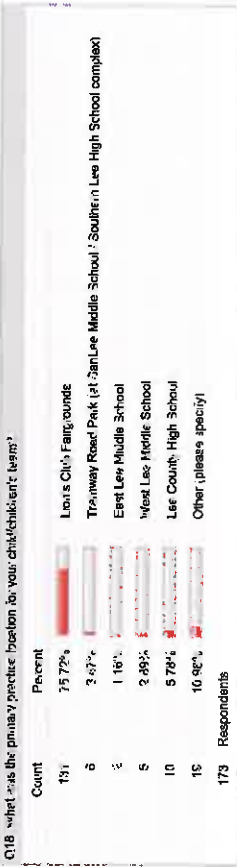
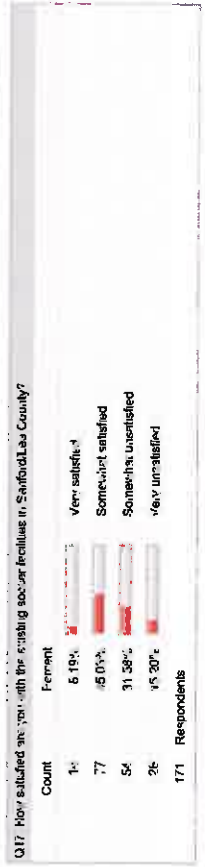
Q6: What is your current family and marital status?

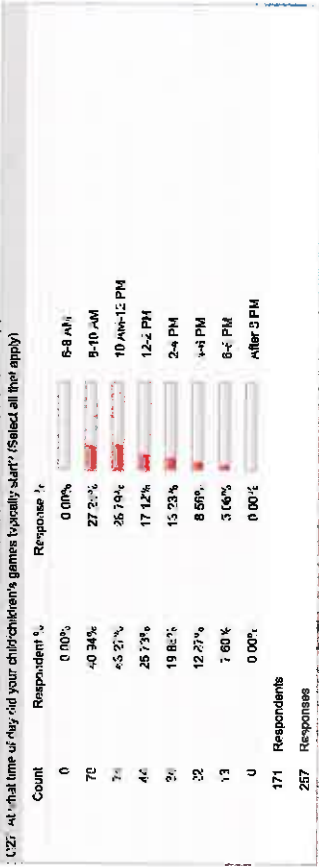
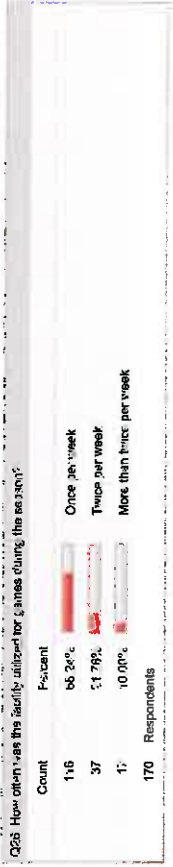
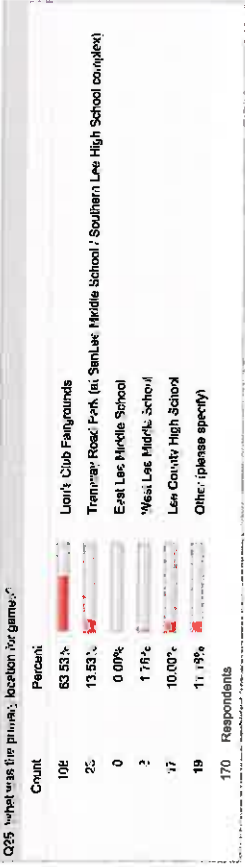
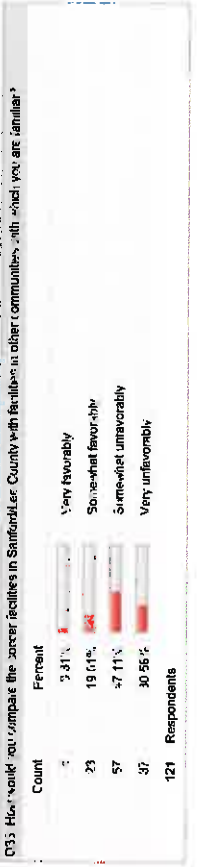
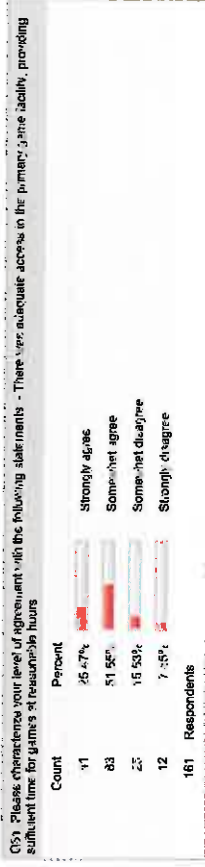
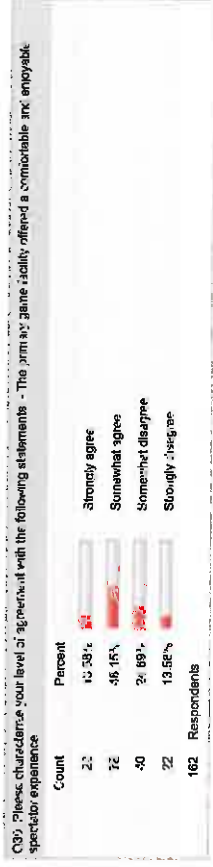
Count	Percent
98	10.52%
84	9.04%
86	9.19%
613	65.98%
25	2.65%
26	2.75%
929	Respondents

Q7: What is the annual income for your household over the most recent year (2014-15)?

Count	Percent
17	1.83%
36	3.81%
45	4.81%
71	7.61%
72	7.75%
181	17.32%
425	45.76%
15	1.60%
97	10.44%
928	Respondents







Q34. What improvements to the existing facilities should be prioritized to enhance the soccer, playing experience in SanfordLee County? (Select up to 2)

Count	Response %	Response %
85	50.90%	27.62%
44	26.52%	21.29%
33	13.77%	7.12%
68	40.72%	21.94%
19	11.36%	6.13%
24	14.37%	7.49%
5	2.99%	1.61%
20	11.86%	6.15%
167	100%	100%
310		

Q35. What improvements to the existing facilities should be prioritized to enhance the spectator experience in SanfordLee County? (Select up to 2)

Count	Response %	Response %
12	20.00%	14.58%
35	21.71%	12.16%
9	4.87%	2.76%
31	10.24%	10.78%
14	11.18%	6.25%
70	16.15%	9.03%
83	51.23%	28.82%
26	16.17%	9.03%
19	11.00%	6.40%
161	100%	100%
288		

Q36. What was the total registration cost for your child/children's soccer team during the most recent season?

Count	Percent
10	6.02%
90	54.22%
15	6.33%
12	7.23%
5	2.91%
9	5.62%
4	2.41%
10	6.02%
3	2.41%
8	4.82%
166	100%

Q37. How much more beyond your current registration total would you be willing to pay if the improvements you identified in the previous question were available for your child/children's league?

Count	Percent
20	12.12%
23	13.94%
55	22.12%
20	18.18%
15	9.09%
5	3.05%
2	1.21%
6	4.85%
9	5.45%
166	100%

Q38. What league/league do you prefer to play in? (Select all that apply)

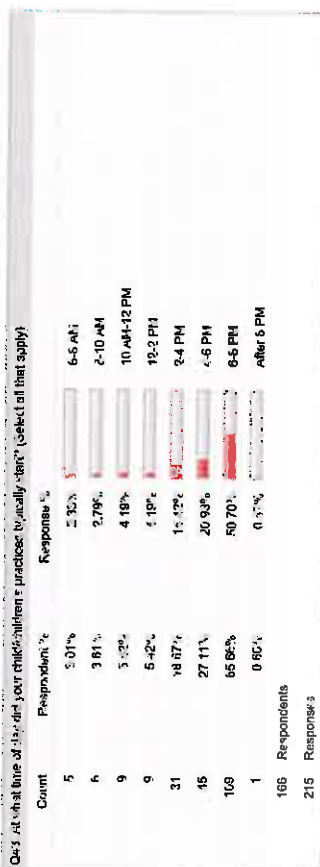
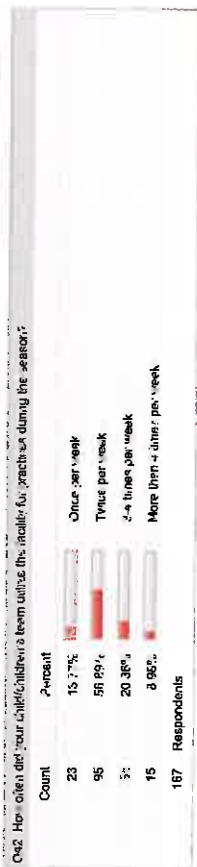
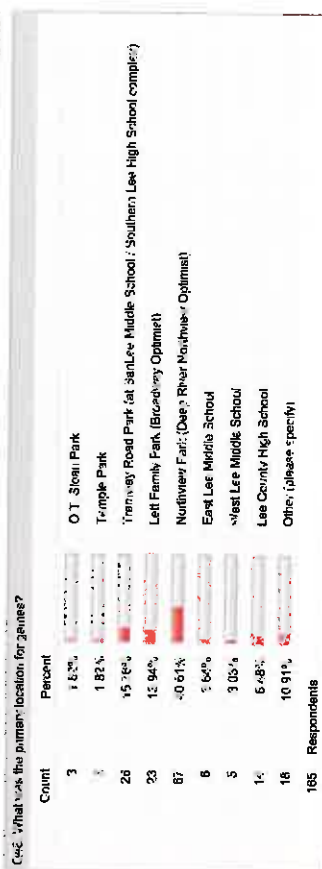
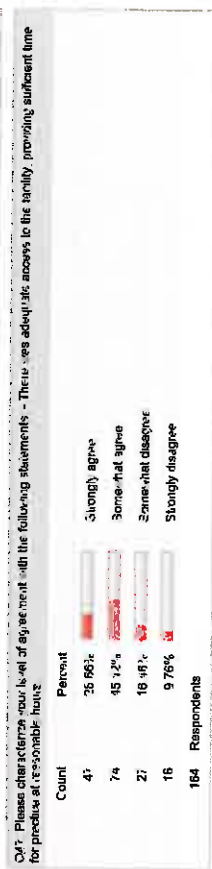
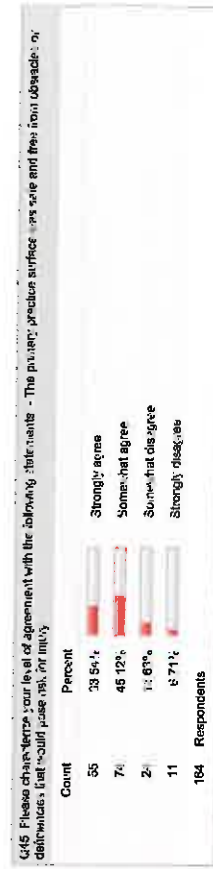
Count	Response %	Response %
54	11.85%	24.08%
96	66.00%	44.24%
37	21.85%	17.05%
30	17.25%	13.82%
169	100%	100%
217		

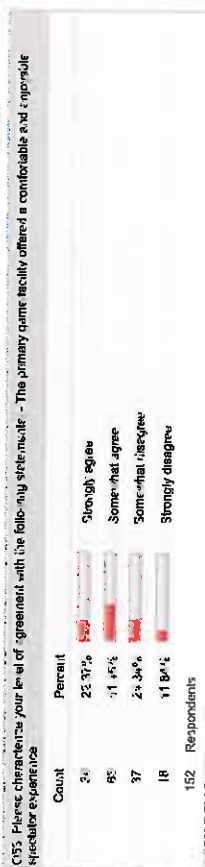
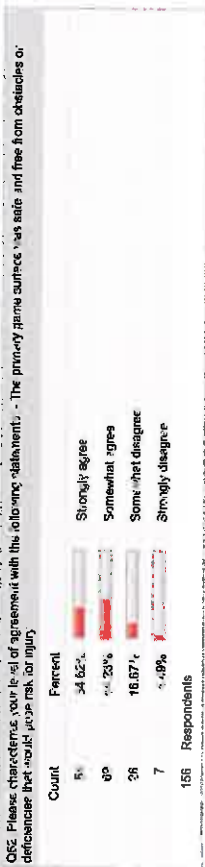
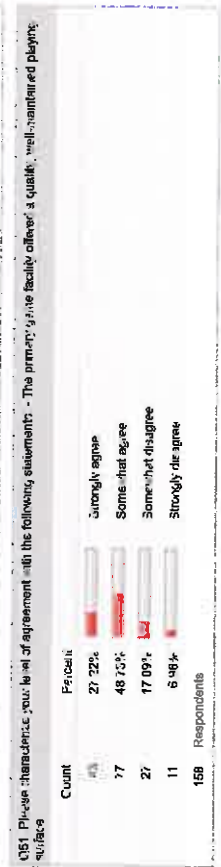
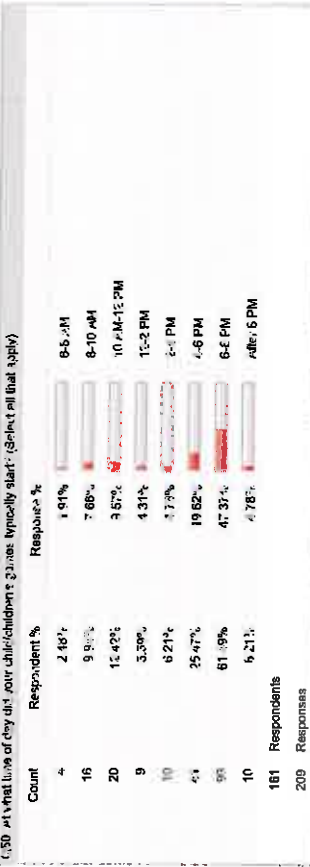
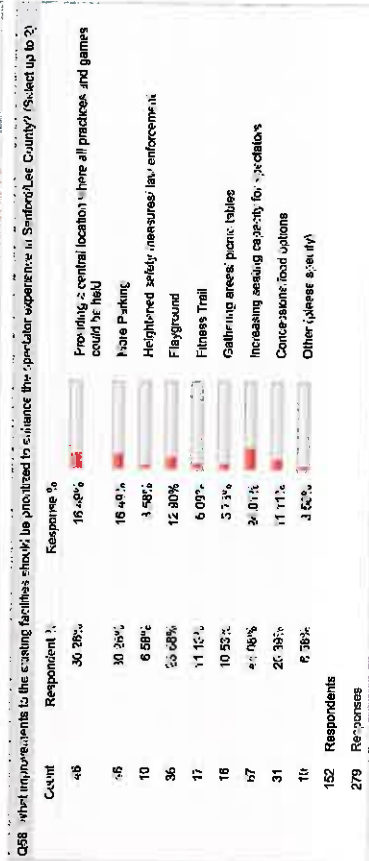
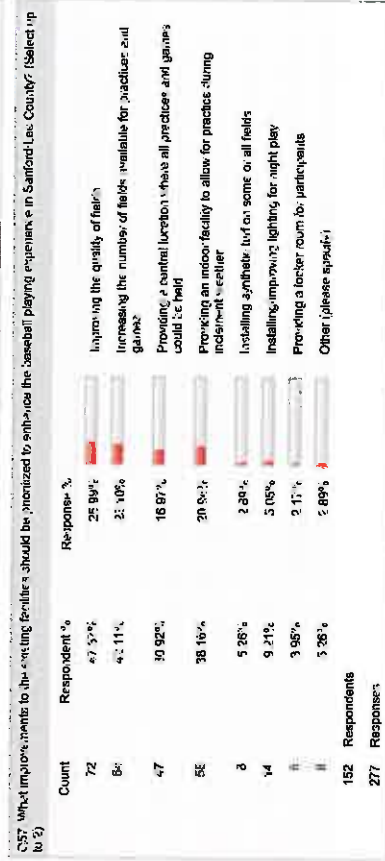
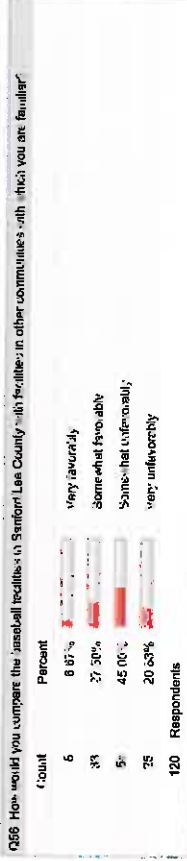
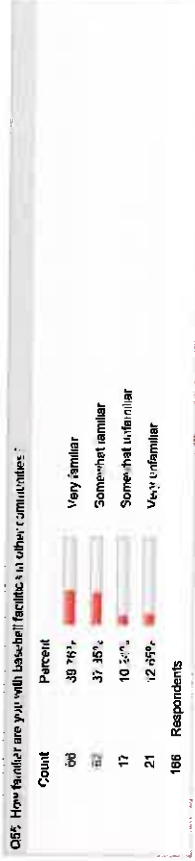
Q39. What field(s) do you child/children's team utilize for practices and/or games during the most recent season? (Select all that apply)

Count	Response %	Response %
13	7.14%	3.04%
4	4.76%	3.10%
40	23.81%	15.30%
32	18.05%	12.00%
76	48.43%	30.23%
16	9.52%	6.20%
12	7.14%	4.65%
28	15.48%	10.08%
33	19.41%	12.79%
168	100%	100%
258		

Q40. How satisfied are you with the existing baseball facilities in SanfordLee County?

Count	Percent
22	13.17%
83	49.70%
41	24.53%
21	12.57%
167	100%





Q63 What is the total registration cost for your child/children's baseball team during the most recent season? (Select all that apply)

Count	Percent	Response %
36	24.00%	\$49 or less
94	60.67%	\$50-\$99
15	10.00%	\$100-\$149
1	0.67%	\$150-\$199
2	1.33%	\$200-\$249
2	1.33%	\$250-\$299
0	0.00%	\$300-\$349
1	0.67%	\$350-\$399
0	0.00%	\$400-\$499
5	3.33%	\$500 or more
161	Respondents	

Q64 How much more beyond your current registration total would you be willing to pay if the improvements you identified in the previous series of questions were available for your child/children's league?

Count	Percent	Response %
16	11.92%	I would not pay more in registration costs even with improvements to facilities
15	9.92%	Less than \$10 in additional costs
63	41.72%	Additional \$10-\$25
37	21.86%	Additional \$25-\$50
10	6.62%	Additional \$50-\$75
9	5.96%	Additional \$75-\$100
6	3.91%	Additional \$100-\$150
0	0.00%	Additional \$150-\$200
5	3.33%	More than \$200 in additional costs
151	Respondents	

Q65 What football league did your child/children attend in 2018? (Select all that apply)

Count	Percent	Response %
3	4.17%	Lee County Sports League Flag Football
5	6.10%	Lee County Sports League-Tackle Football
42	66.67%	Sandlot String Football
18	28.39%	School-affiliated (e.g., Lee County High School)
7	9.72%	Other (please specify)
72	Respondents	
82	Responses	

Q62 What facilities did your child/children's team utilize for practices and/or games during the most recent season? (Select all that apply)

Count	Respondents %	Response %
36	47.22%	Lee County High School
47	65.28%	Lee County High School practices field (along Nash Street)
36	34.29%	Southern Lee High School / SanLee Middle School
4	5.33%	East Lee Middle School
4	5.33%	West Lee Middle School
21	28.17%	Other (please specify)
72	Respondents	
140	Responses	

Q63 How satisfied are you with the existing football facilities in Sanford/Lee County?

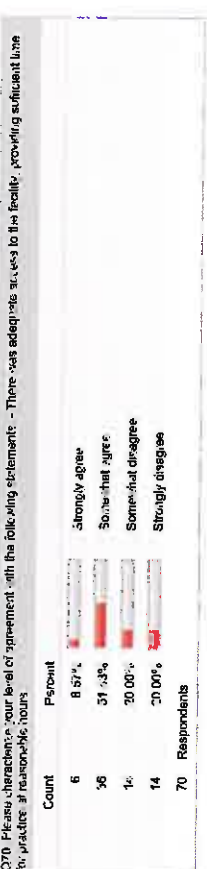
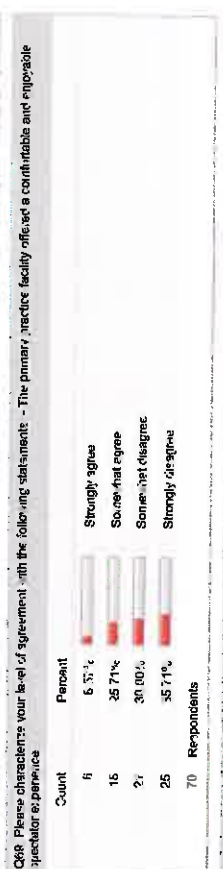
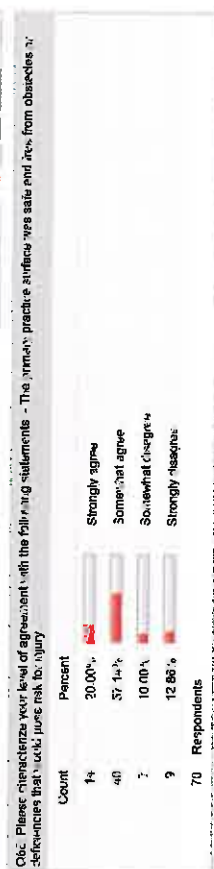
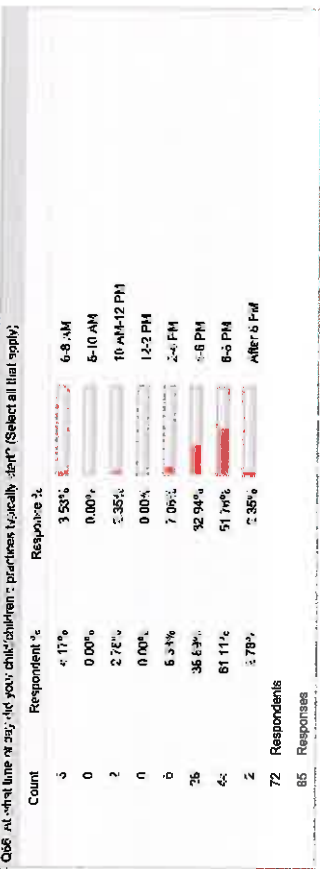
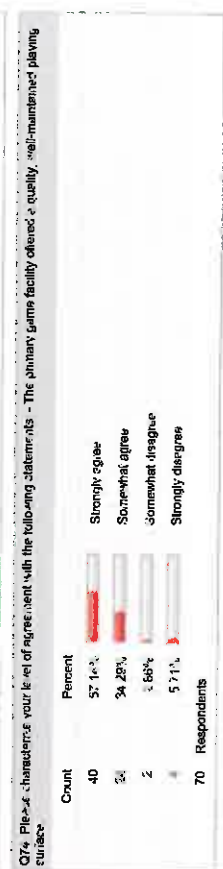
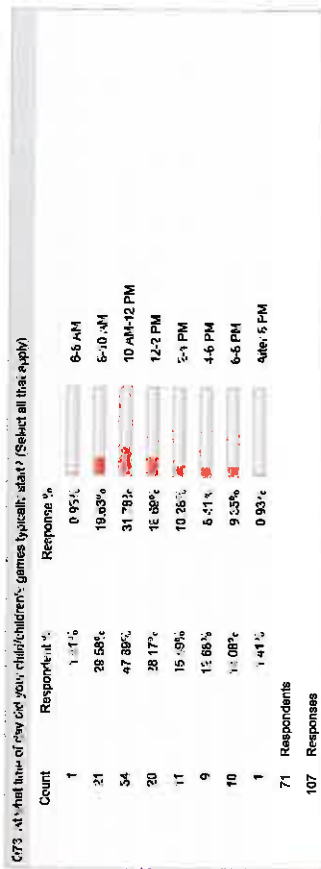
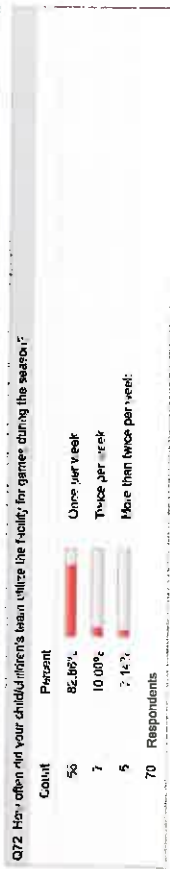
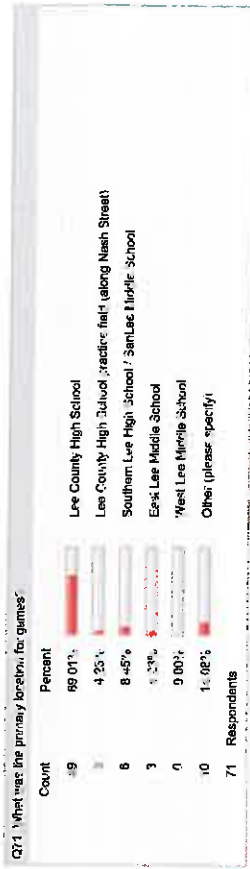
Count	Percent	Response %
11	15.11%	Very satisfied
31	55.56%	Somewhat satisfied
10	14.29%	Somewhat unsatisfied
6	11.03%	Very unsatisfied
70	Respondents	

Q64 What was the primary practice location for your child/children's team?

Count	Percent	Response %
6	11.11%	Lee County High School
41	58.94%	Lee County High School practices field (along Nash Street)
5	15.87%	Southern Lee High School / SanLee Middle School
4	5.56%	East Lee Middle School
0	0.00%	West Lee Middle School
10	13.89%	Other (please specify)
72	Respondents	

Q65 How often did your child/children's team utilize the facility for practices during the season?

Count	Percent	Response %
1	1.93%	Once per week
9	12.86%	Twice per week
37	32.86%	3-4 times per week
20	32.86%	More than 4 times per week
70	Respondents	



Q16 Please characterize your level of agreement with the following statements - The primary game facility offered is comfortable and enjoyable for spectators/experience

Count	Percent	Response %
30	42.86%	Strongly agree
29	41.43%	Somewhat agree
7	10.00%	Somewhat disagree
4	5.71%	Strongly disagree
70		Respondents

Q17 Please characterize your level of agreement with the following statement - There is an adequate amount of seating for spectators to the facility providing sufficient time for games at reasonable hour

Count	Percent	Response %
26	40.00%	Strongly agree
36	54.30%	Somewhat agree
2	2.86%	Somewhat disagree
4	5.71%	Strongly disagree
70		Respondents

Q18 How familiar are you with football facilities in other communities?

Count	Percent	Response %
43	62.86%	Very familiar
39	55.71%	Somewhat familiar
6	8.57%	Somewhat unfamiliar
2	2.86%	Very unfamiliar
70		Respondents

Q19 How would you compare the football facilities in SanfordLee County with facilities in other communities with which you are familiar?

Count	Percent	Response %
11	16.43%	Very favorably
35	50.00%	Somewhat favorably
10	14.29%	Somewhat unfavorably
3	4.29%	Very unfavorably
59		Respondents

Q20 What improvements to the existing facilities should be prioritized to enhance the football playing experience in SanfordLee County? (Select up to 2)

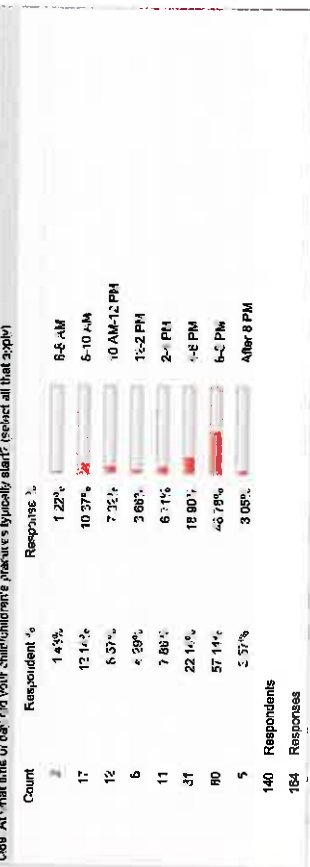
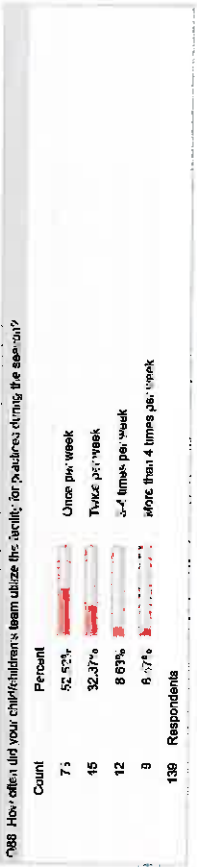
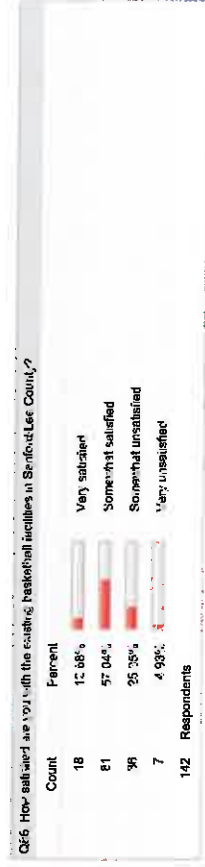
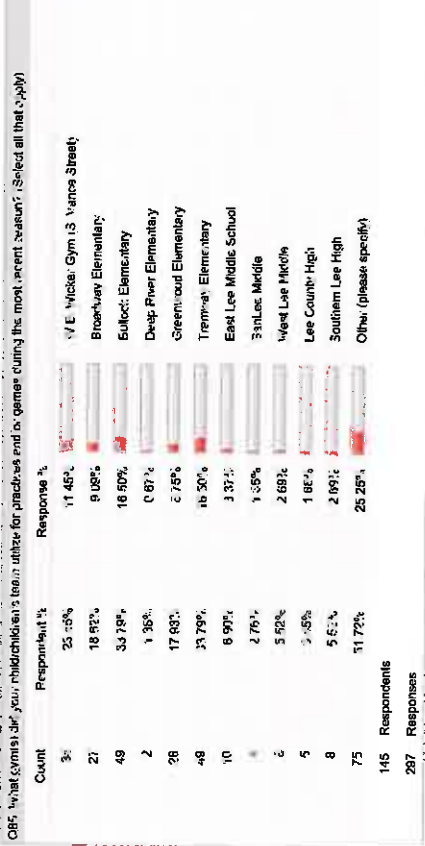
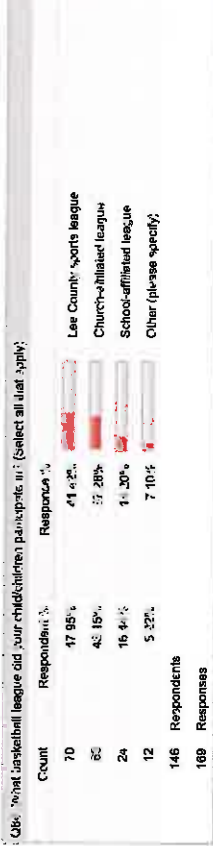
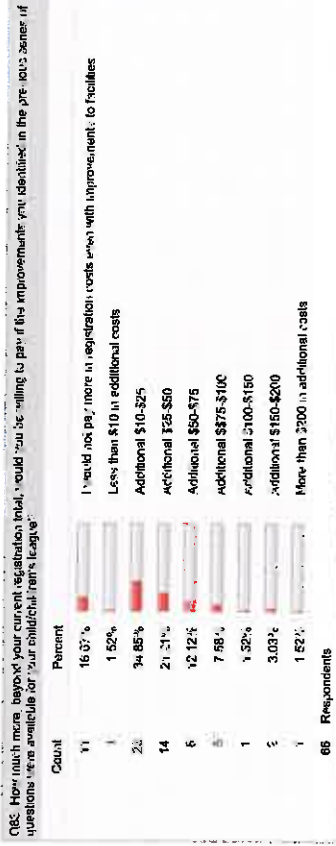
Count	Respondent %	Response %
19	26.86%	Improving the quality of fields
25	37.31%	Increasing the number of fields available for practices and games
18	26.36%	Providing a central location where all practices and games could be held
32	47.76%	Providing an indoor facility to allow for practices during inclement weather
4	5.97%	Installing synthetic turf on some or all fields
14	20.90%	Installing/improving lighting for night play
4	5.97%	Providing a locker room for participants
3	4.48%	Other (please specify)
87		Respondents
120		Responses

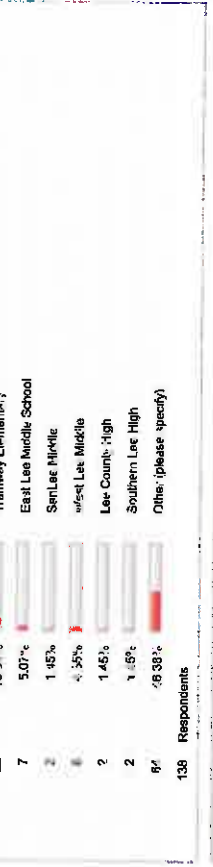
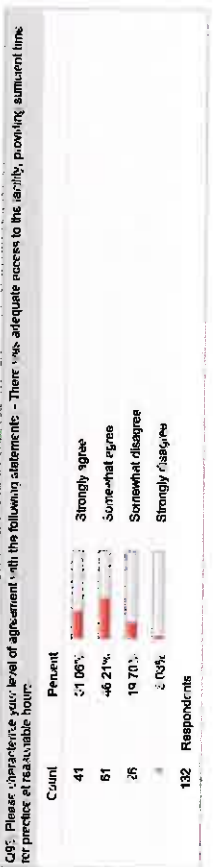
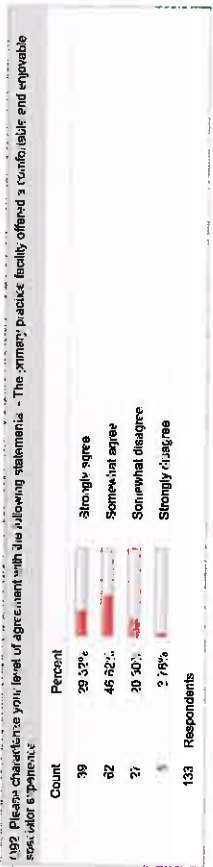
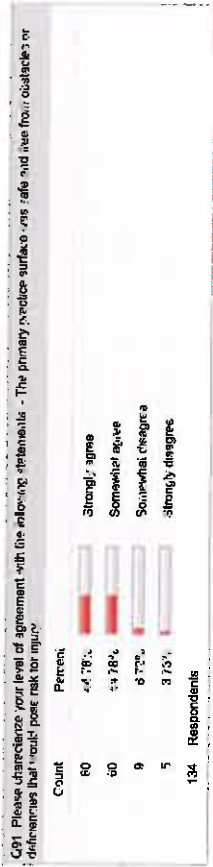
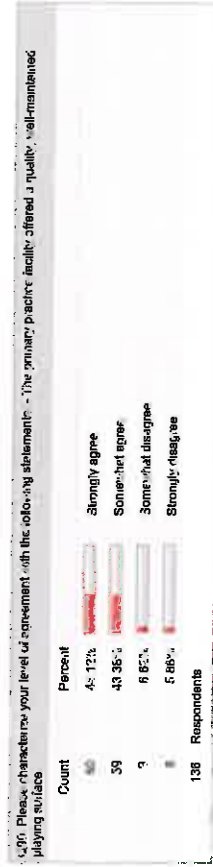
Q21 What improvements to the existing facilities should be prioritized to enhance the spectator experience in SanfordLee County? (Select up to 2)

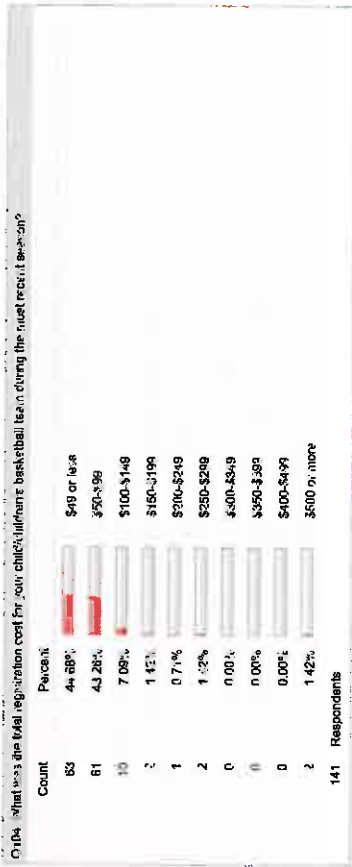
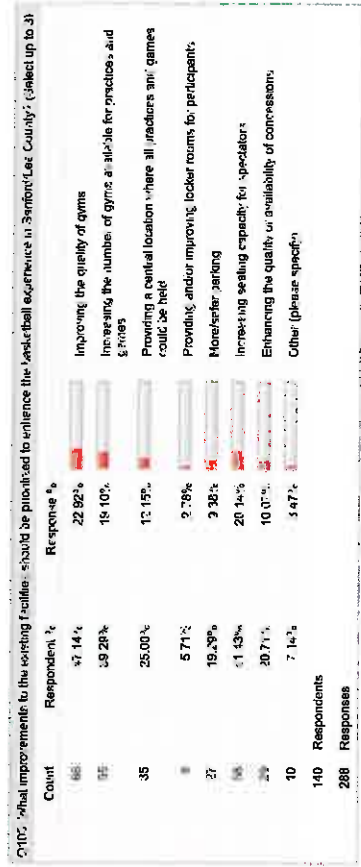
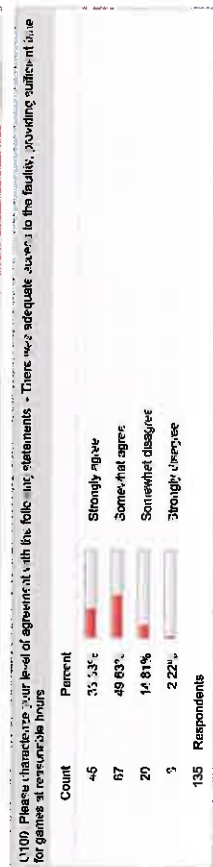
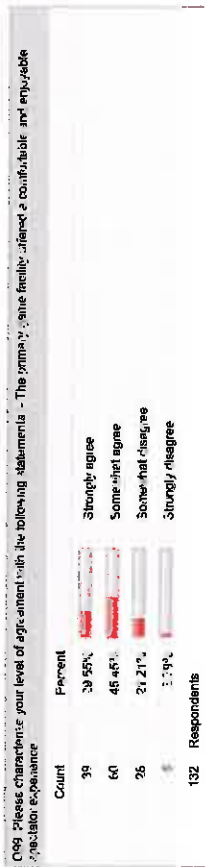
Count	Respondent %	Response %
28	43.28%	Providing a central location where all practices and games could be held
24	35.82%	More Parking
4	5.97%	Heightened safety measures (e.g. floodlight)
15	22.37%	Playground
12	17.91%	Fitness Trail
7	10.45%	Gathering areas/picnic tables
17	25.37%	Increasing seating capacity for spectators
7	10.45%	Concessions/food options
8	11.98%	Other (please specify)
87		Respondents
121		Responses

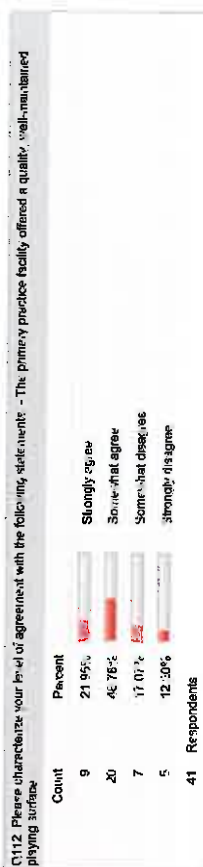
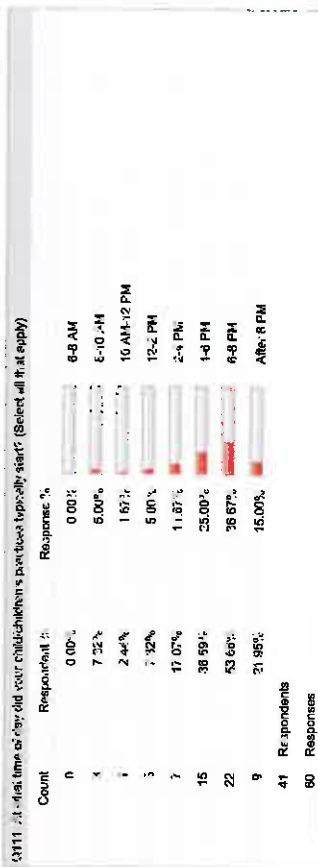
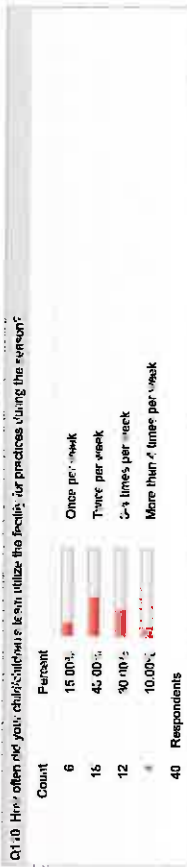
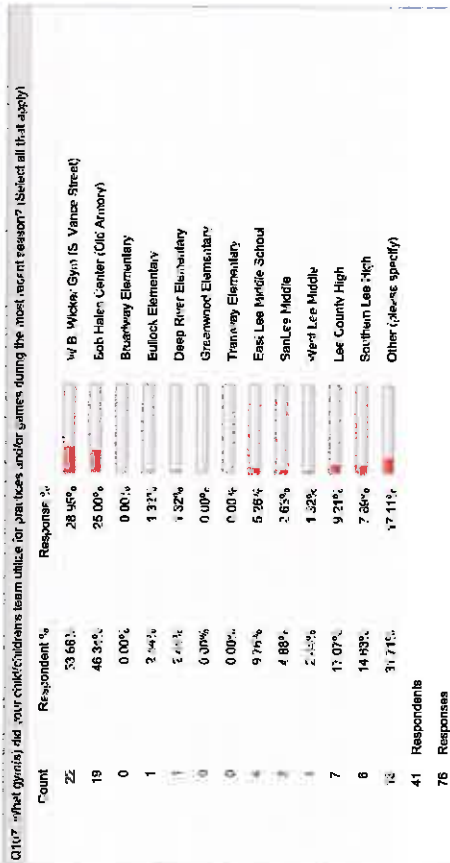
Q22 What was the total registration cost for your child/children's football team during the most recent season?

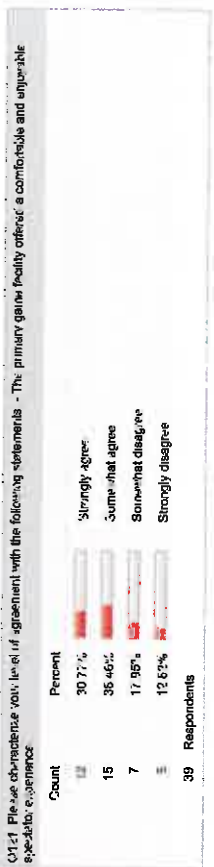
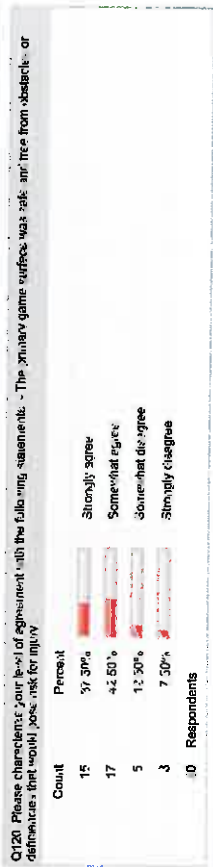
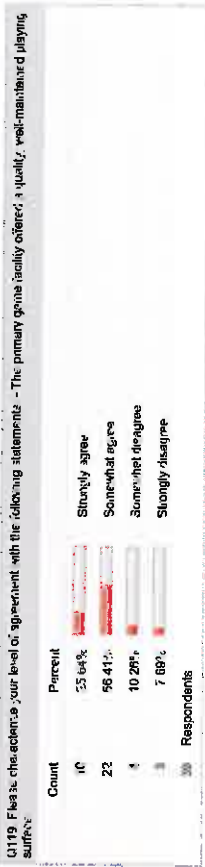
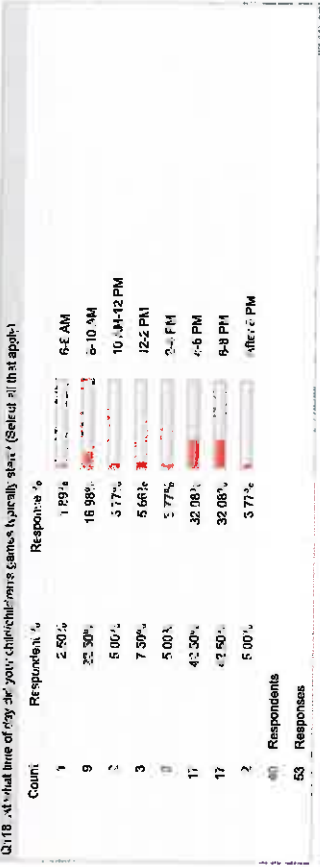
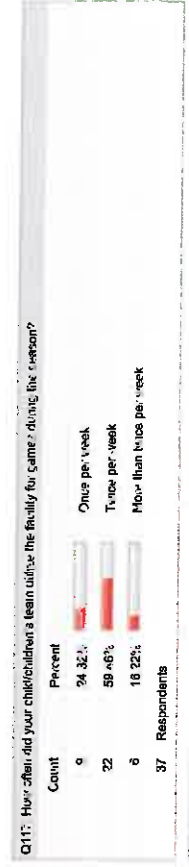
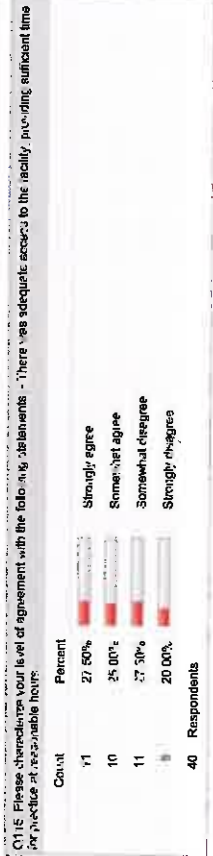
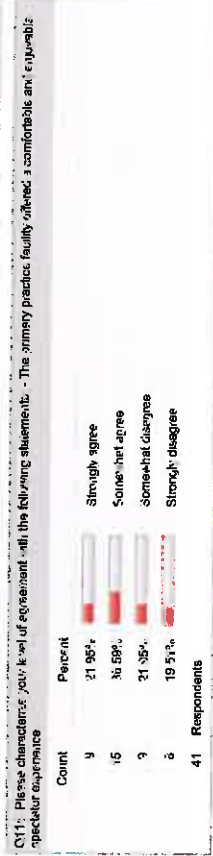
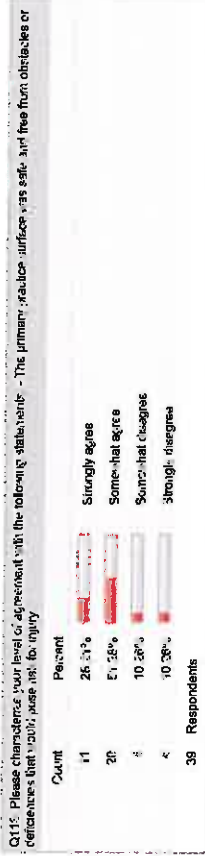
Count	Percent	Response %
12	16.43%	\$49 or less
13	20.00%	\$50-\$99
29	41.43%	\$100-\$149
7	10.77%	\$150-\$199
3	4.29%	\$200-\$249
1	1.43%	\$250-\$299
0	0.00%	\$300-\$349
0	0.00%	\$350-\$399
0	0.00%	\$400-\$499
1	1.43%	\$500 or more
65		Respondents

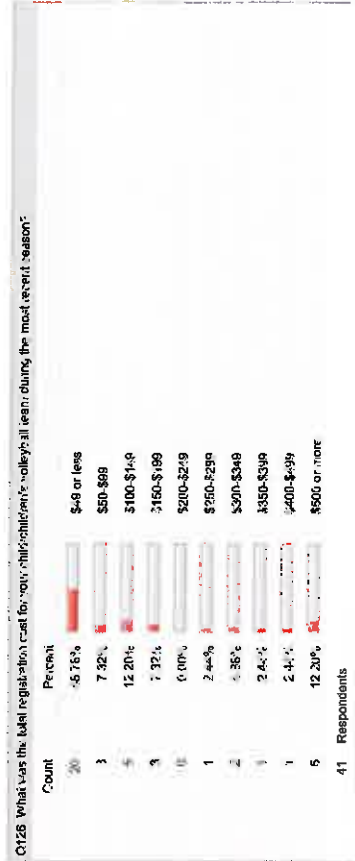
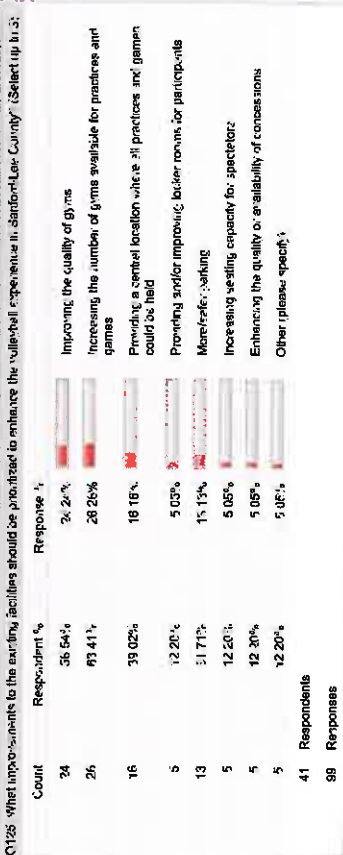
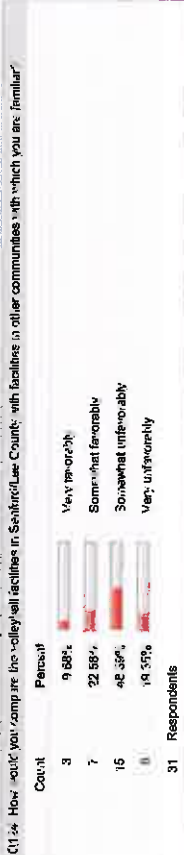


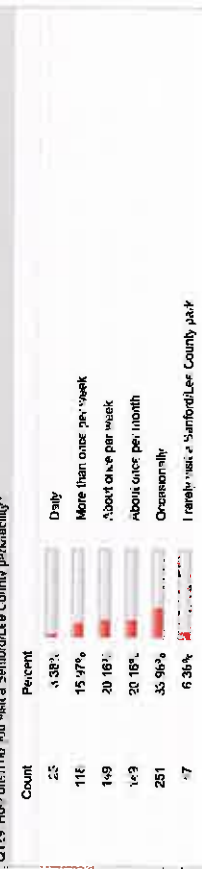
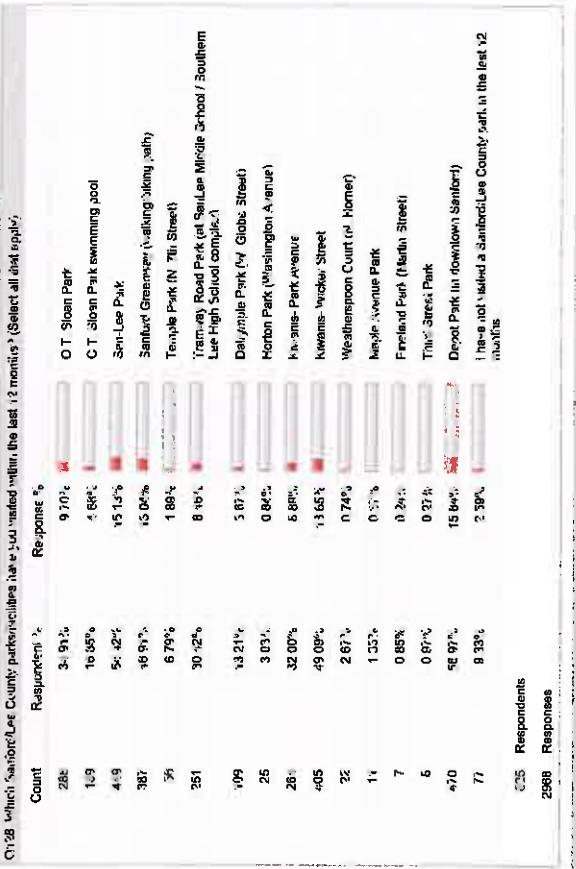
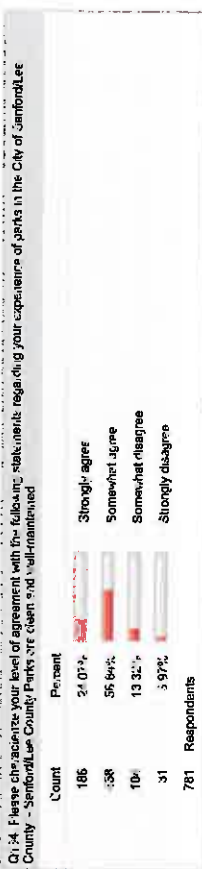
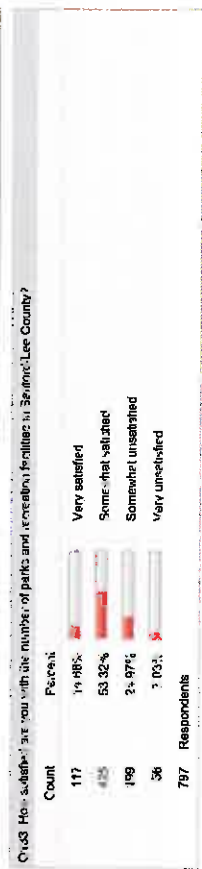
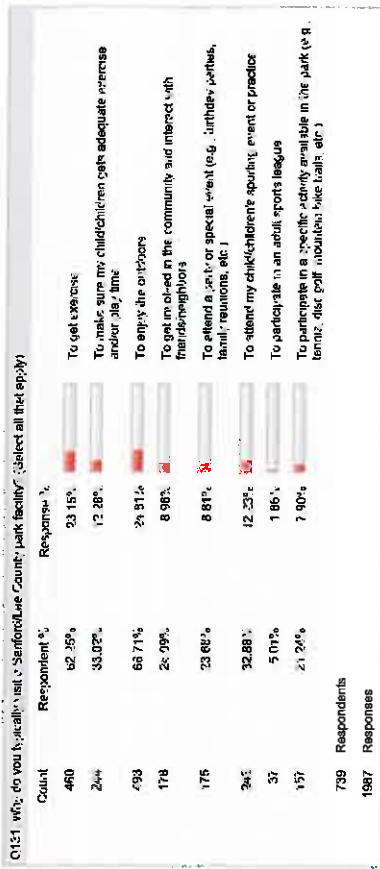












Q130. Please characterize your level of agreement with the following statements regarding your experiences of parks in the City of Sanford/Lee County - (Select all that apply)

Count	Percent	Response %
171	22.0%	Strongly agree
394	50.8%	Somewhat agree
160	20.6%	Somewhat disagree
50	6.5%	Strongly disagree
775		Respondents

Q136. Which park(s) do you feel is/was/were visited? (Select all that apply)

Count	Repercentent %	Response %
48	44.4%	9.81%
31	15.68%	3.46%
45	22.72%	5.02%
93	46.97%	10.37%
3	2.02%	0.45%
64	32.42%	9.36%
116	57.07%	12.69%
67	23.74%	5.24%
90	46.05%	10.0%
62	31.31%	6.91%
66	35.53%	7.36%
66	33.33%	7.36%
84	42.42%	9.36%
24	12.12%	2.66%
198		Respondents
897		Responses

Q137. Please characterize your level of agreement with the following statements - The availability of quality park facilities is important to my personal quality of life

Count	Percent
162	49.12%
310	42.0%
47	6.26%
16	5.4%
737	
	Respondents

Q138. Please characterize your level of agreement with the following statements - The availability of quality park facilities is important to facilitating social interaction and creating a sense of community

Count	Percent
471	63.62%
262	35.25%
33	5.12%
6	0.81%
738	
	Respondents

Q139. Please characterize your level of agreement with the following statements - It is important to provide high-quality recreation and athletic facilities for the enjoyment of young members of the community

Count	Percent
604	83.51%
105	14.48%
11	1.32%
5	0.69%
725	
	Respondents

Q140. Please characterize your level of agreement with the following statements - It is important to provide high-quality recreation and athletic facilities for the enjoyment of all members of the community regardless of age

Count	Percent
586	80.11%
131	17.85%
7	0.95%
4	1.59%
734	
	Respondents

Q141. Please characterize your level of agreement with the following statements - It is important to provide high-quality recreation and athletic facilities in order to generate economic benefits by attracting visitors to the community for tournaments and special events

Count	Percent
541	74.42%
162	20.79%
23	3.15%
11	1.64%
731	
	Respondents

Q142. Please characterize your level of agreement with the following statements - It is important to provide high-quality recreation and athletic facilities in order to attract new residents

Count	Percent
534	73.50%
185	22.46%
21	2.86%
10	1.48%
734	
	Respondents

Q143. How would you compare Sanford/Lee County parks to parks in other communities with which you are familiar?

Count	Percent
44	6.08%
231	30.82%
265	35.10%
105	14.04%
83	11.10%
748	
	Respondents

Q114: What improvements or additions to the existing recreation facilities in Sanborn/Lee County would enhance the recreation experience in the community? (Select up to 3)

Count	Respondent %	Response %
139	18.78%	6.97%
285	35.81%	12.72%
269	36.35%	12.91%
177	25.92%	8.60%
78	10.54%	3.74%
105	14.19%	5.05%
169	22.84%	8.11%
184	26.28%	9.55%
87	11.78%	4.88%
180	24.32%	9.64%
83	11.22%	3.98%
60	8.11%	3.36%
216	29.19%	10.37%
17	2.30%	0.68%
39	5.27%	1.87%
740	Response %	
2083	Response	

Providing more parks and/or natural areas
Modernizing equipment and addressing maintenance needs at existing parks
Improving the quality of athletic fields/courts
Improving playground areas for children
Providing a community splash pad
Updating community pools
Providing a community dog park
Providing more paved walking/biking paths
Providing more nature paths/mountain biking trails
Increasing safety/vol. enforcement in existing parks
Providing more adult sports leagues
Providing more group fitness or other instructional classes
Improving amenities like restrooms and outdoor pavilions and gathering areas
More parking
Improving access for individuals with a disability or other limitations

Q115: Do you or a family member currently participate in an adult sports league?

Count	Percent
101	12.43%
651	69.57%
752	Response %

Yes
No

Q116: What adult sports league(s) do you currently participate in? (Select all that apply)

Count	Respondent %	Response %
21	21.21%	15.11%
3	5.05%	3.60%
9	9.09%	6.47%
12	12.12%	8.63%
5	5.05%	3.60%
6	6.06%	4.35%
5	5.05%	3.60%
28	28.28%	20.88%
98	Response %	
139	Response	

Basketball
Volleyball
Tennis
Golf
Soccer
Disc Golf
Bowling
Other (please specify)

Q117: Where are practices/games held for your adult sports league(s)?

Count	Percent
54	34.89%
28	29.57%
16	18.37%
7	7.14%
11	11.22%
98	Response %

City of Sanborn/Lee County facility
Private facility in Lee County
Public facility outside of Lee County
Private facility outside of Lee County
Other (please specify)

Q118: How satisfied are you with the quality of the facility utilized in your adult sports league(s)?

Count	Percent
16	16.33%
47	47.96%
25	25.51%
10	10.20%
98	Response %

Very satisfied
Somewhat satisfied
Somewhat unsatisfied
Very unsatisfied

Q119: Please characterize your level of agreement with the following statements - The facility utilized for my adult sports league offers a quality well-maintained playing surface

Count	Percent
22	23.10%
36	38.30%
32	27.40%
11	14.88%
94	Response %

Strongly agree
Somewhat agree
Somewhat disagree
Strongly disagree

Q120: Please characterize your level of agreement with the following statements - The facility utilized for my adult sports league was safe and free from obstacles or hazards that would pose risk for injury

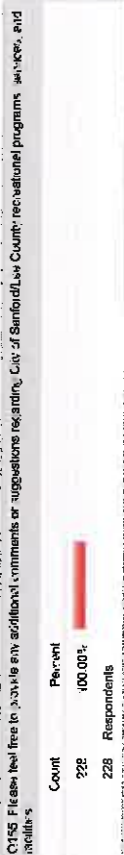
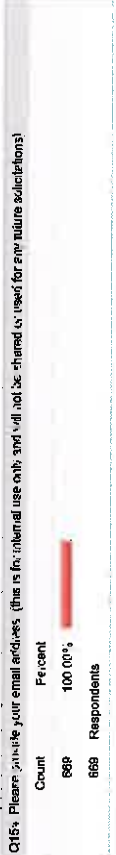
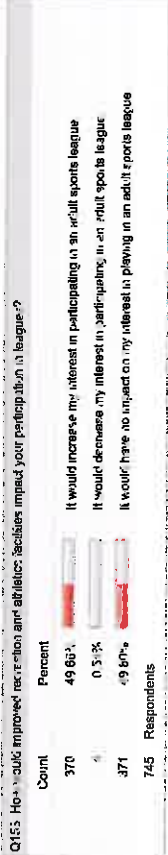
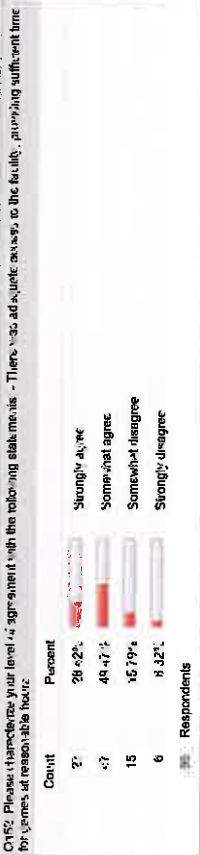
Count	Percent
26	29.79%
33	35.11%
25	28.60%
8	9.51%
94	Response %

Strongly agree
Somewhat agree
Somewhat disagree
Strongly disagree

Q121: Please characterize your level of agreement with the following statements - The facility utilized for my adult sports league offers a comfortable and enjoyable spectator experience

Count	Percent
14	15.22%
41	43.75%
30	32.61%
7	7.81%
92	Response %

Strongly agree
Somewhat agree
Somewhat disagree
Strongly disagree





Committed Today for a Better Tomorrow



Market Analysis & Feasibility Study For a Multi-Sport / Event Complex

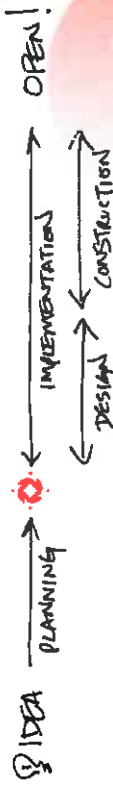


AGENDA SANFORD/LEE COUNTY MULTI-SPORT COMPLEX

- ◆ Introductions
- ◆ Our Planning Approach & Process
- ◆ Review of 2015's Findings & Planning Outcomes
- ◆ Key Considerations Moving Forward
- ◆ Wrap-up

FIRM OVERVIEW

BRAILSFORD & DUNLAVEY



Our mission is to make our clients the strongest owners possible throughout the development process.

Our purpose is to inspire and empower organizations to maximize the value of investments that advance communities.

FIRM OVERVIEW

WOOLPERT



WOOLPERT

- ◆ Founded in 1911
- ◆ Multidisciplinary professional design firm
- ◆ Charlotte Regional Office
- ◆ Sports Design Team focuses on planning & design of sustainable sports, recreation and leisure facilities.
- ◆ Experience includes Multi-purpose Centers, Community Centers, Sports and Recreation Centers, Tennis Complexes, Track and Field Complexes, Soccer, Baseball and Softball Facilities, Sportsplexes and Stadiums.



KEY QUESTIONS

SANFORD/LEE COUNTY MULTI-SPORT COMPLEX

- 1) What does the community want / need?
- 2) Is there a market opportunity?
- 3) What will be the economic impact?
- 4) Will the facility be financially self-supporting?
- 5) Can the vision-driven solution be realized at O.T. Sloan?

2015's PLANNING PROCESS

SANFORD/LEE COUNTY MULTI-SPORT COMPLEX

STRATEGIC VISIONING

MARKET OPPORTUNITY ASSESSMENT

- ◆ Focus Groups
 - ◆ Community Survey
 - 274 respondents
 - 3.14% margin of error at 95% interval
 - ◆ Local Area Resource Analysis
 - ◆ Competitive Context
 - ◆ Detailed Demand
- ### CONCEPT DEVELOPMENT
- ◆ Programming
 - ◆ Financial Operating Assessment
 - ◆ Economic Impact Modeling
 - ◆ Site Analysis & Concept Development

Interviews Conducted

North Carolina USA Gymnastics
State Club

North Carolina AAU Basketball
District Director

National Travel Basketball
President

USA Youth Soccer
Director of Operations

North Carolina Youth Soccer
Executive Director

Top Gun Baseball
President and CEO

North Carolina USSA Judo
Director

USA Judo - Eastern NC Chapter
President

SUMMARY OF KEY FINDINGS

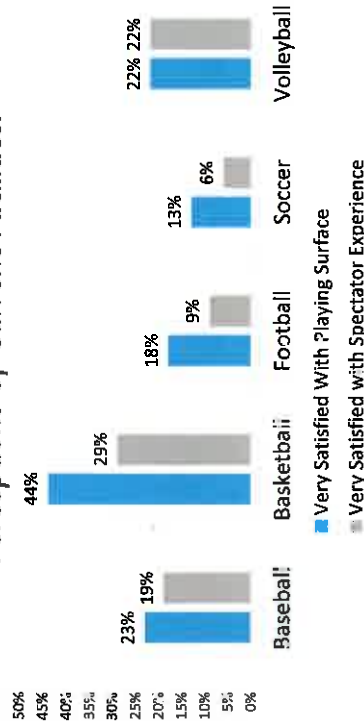
SANFORD/LEE COUNTY MULTI-SPORT COMPLEX

- 1) The community supports the City/County's vision and quality-of-life goals
- 2) The external market is highly competitive
- 3) An opportunity exists to create significant economic activity through a sports facility
- 4) Additional resources will be required to operate as a stand-alone facility
- 5) The O.T. Sloan site has limited ability to achieve the City/County vision

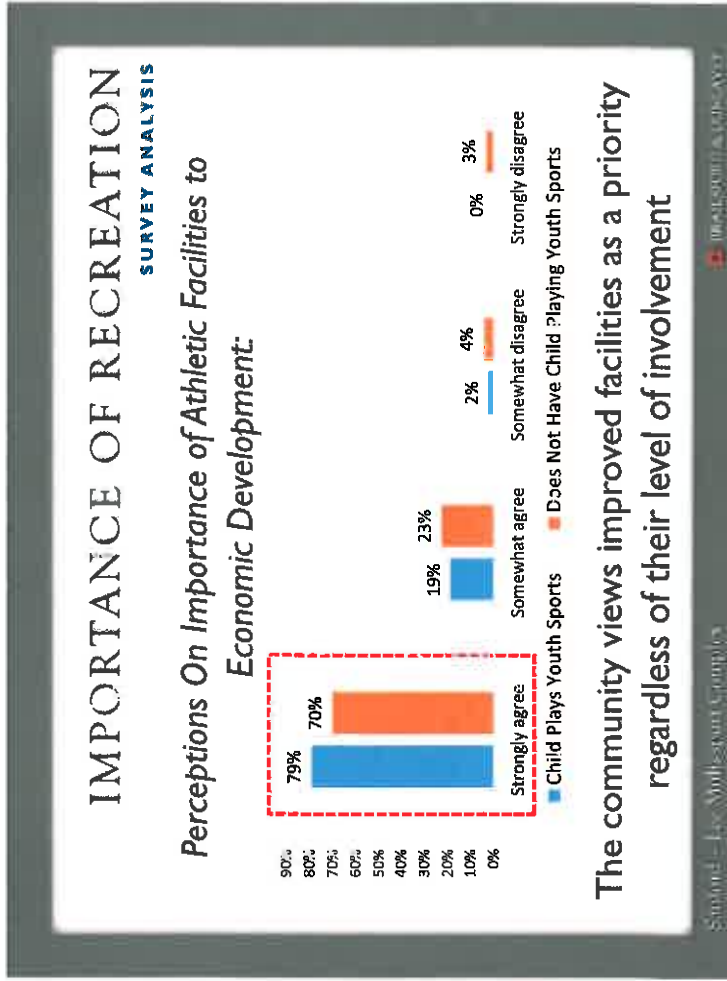
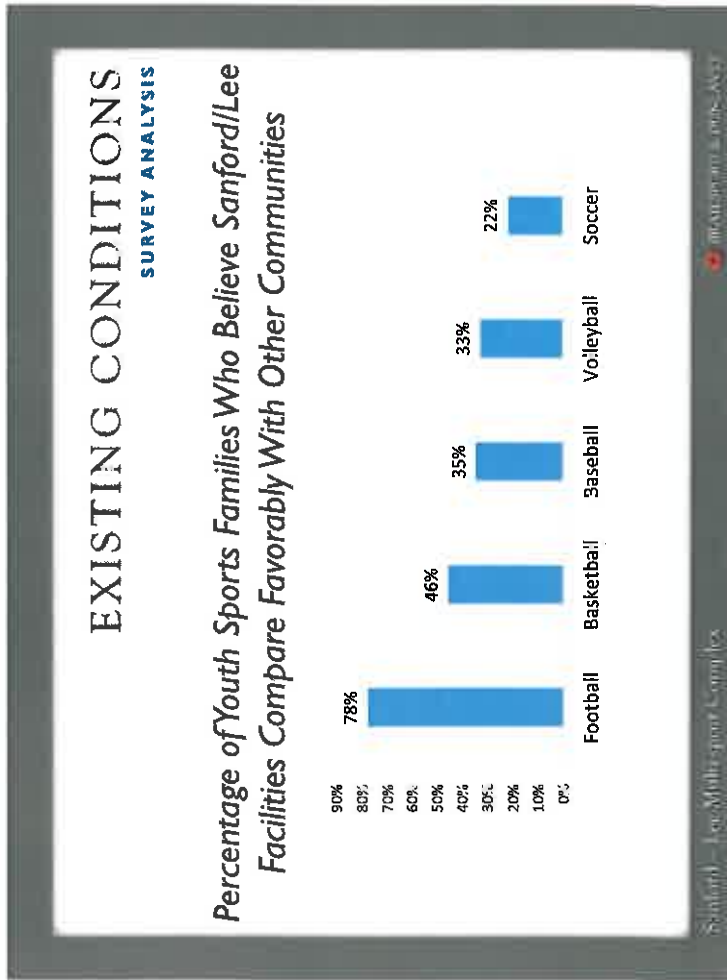
EXISTING CONDITIONS

SURVEY ANALYSIS

Perceptions of Current Facilities:



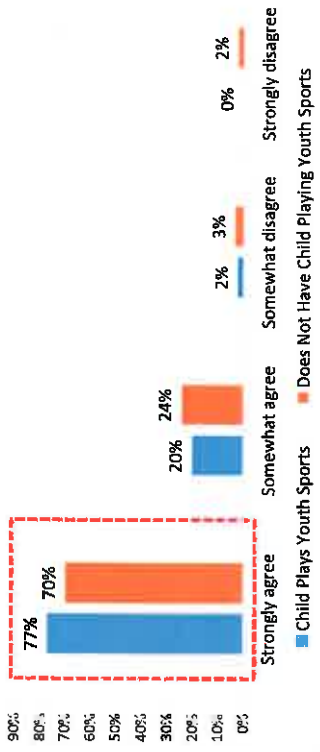
A substantial gap exists between City/County vision for facilities and perceptions of current users



IMPORTANCE OF RECREATION

SURVEY ANALYSIS

Perceptions On Importance of Athletic Facilities to Attract New Residents:



The community views improved facilities as a priority regardless of their level of involvement

PRIORITIES BY AGE

SURVEY ANALYSIS

Highest Priority Desired Improvement by Age

Age	Preferred Improvement
17 and younger	More parks and natural areas
18-20	Improving the quality of athletic fields
21-25	Providing a community dog park
26-30	Increasing safety in parks
31-40	Improving the quality of athletic fields
41-50	Improving the quality of athletic fields
51-59	Increasing safety in parks
60 and above	Modernizing equipment and addressing maintenance needs

MARKET POSITION

SANFORD/LEE COUNTY MULTI-SPORT COMPLEX



HOTEL CAPACITY

MARKET PROFILE

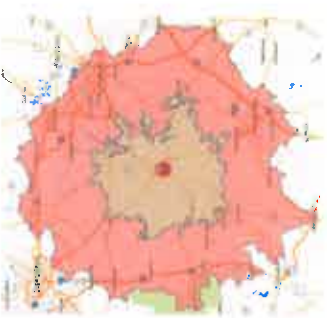
Complex	City	Total		Synthetic		Local/Region (Rooms) (Monthly/Annually)
		Available	Reservations	Rectangles	Diamonds	
WakeMed Soccer Park	Cary, NC	150	8	3	0	14,601
WRAL Soccer Center	Raleigh, NC	94	25	2	0	11,160
Bryan Park Soccer Complex	Summit, NC	68	17	0	0	7,161
BB&T Soccer Park	Advance, NC	69	13	0	0	4,013
Jordan Athletic Complex	Fayetteville, NC	39	8	0	0	3,999
Rocky Mount Sports Complex	Rocky Mount, NC	143	8	0	6	2,976
Gillette Park	Wilson, NC	113	8	0	2	2,325
Aberdeen (potential)	Aberdeen, NC	60	6	2	4	1,209
Cameron (potential)	Cameron, NC	-	14	3	5	279
Sanford/Lee (potential)	Sanford, NC	-	8	2	5	585

Sanford's current hotel capacity is a competitive disadvantage relative to core competition

DRIVE-TIME ANALYSIS

MARKET PROFILE

Population-Age 5-19



Location	Population (Age 5-19)
Sanford	447,272
Fayetteville	105,999
Wilson	53,562
Aberdeen	33,416
Rocky Mount	41,854
Other	267,290
Other	309,675
Other	273,944
Other	195,585


■ 30-minute drive ■ 60-minute drive

Sanford's proximity to major metros provides excellent mid-range access to target population

Sanford - Lee Multi-Sport Complex

TOURNAMENT DEMAND

ECONOMIC IMPACT ANALYSIS



Projected Annual Tournament Demand

	Number of Tournaments			
	Conservative	Moderate	Aggressive	
Rectangles (multi-day)	2	3	4	
Rectangles (single-day)	4	5	6	
Diamonds	26	28	30	
Indoor	18	20	22	

→ An outdoor multi-sport facility is projected to draw ~35 state-level tournaments based on moderate assumptions

Sanford - Lee Multi-Sport Complex

PROGRAM RECOMMENDATIONS

SANFORD/LEE COUNTY MULTI-SPORT COMPLEX

	Rectangles	Diamonds	Indoor
Vision-Based Program	6 natural grass 2 synthetic	5 natural grass 300' Skinned	4-court with Multi-purpose Room
Local Community Need	1st	3rd	2nd
Market Opportunity	3rd	1st	2nd
Total Cost (2018 dollars)	\$10,410,000	\$4,550,000	\$12,230,000
Minimum Land Requirement	60 acres	15 acres	5 acres
Land Cost	N/A	N/A	N/A
Tournaments	8	28	20
Total Visitors	12,670	9,430	14,690
Hotel Room Nights	5,070	2,580	4,010
Recurring Economic Activity	\$1,347,000	\$730,000	\$1,114,000
Potential Annual Revenues	\$200,000	\$119,000	\$166,000
Annual Operating Expenses	\$385,000	\$287,000	\$413,000
Operational Deficit	-\$185,000	-\$168,000	-\$247,000

Sanford - Lee Multi-Sport Complex

Indoor

OUTDOOR FACILITY PROFILE

SANFORD/LEE COUNTY MULTI-SPORT COMPLEX

	Rectangles	Diamonds	Outdoor Phase
Vision-Based Program	6 natural grass 2 synthetic	5 natural grass 350' Skinned	-
Local Community Need	1st	3rd	
Market Opportunity	3rd	1st	
Total Cost (2018 dollars)	\$10,410,000	\$4,350,000	\$14,700,000
Minimum Land Requirement	60 acres	15 acres	75 acres
Land Cost	N/A	N/A	N/A
Tournaments	8	28	36
Total Visitors	12,670	9,430	22,100
Hotel Room Nights	5,070	2,580	7,650
Recurring Economic Activity	\$1,347,000	\$730,000	\$2,039,000
Potential Annual Revenues	\$200,000	\$119,000	\$286,000
Annual Operating Expenses	\$385,000	\$287,000	\$585,000
Operational Deficit	-\$185,000	-\$168,000	-\$299,000

*Operating Expenses category does not include a debt service payment

Sanford - Lee Multi-Sport Complex

Outdoor Phase

KEY TAKEAWAYS

FINANCIAL ANALYSIS

- ◆ Additional resources (e.g. tax revenues, donations, etc.) will be required to reach breakeven amount
- ◆ Maximizing available revenue streams will require a broad-based community effort
 - From *athletics families, club teams, local businesses and local government*
- ◆ The facility must be leveraged to enhance participation and expand offerings in local area
- ◆ Natural grass access must be restricted to achieve tournament quality
 - Recommended 400-500 hours annually

SITE COMPARISONS

SANFORD/LEE COUNTY MULTI-SPORT COMPLEX

TOTAL COSTS	PROPOSED COSTS	PROPOSED DEFERRED COSTS	LOW DEVELOPMENT COSTS	PERCENT OF FIRST 500,000 PERCENTAGE	PERCENT OF FIRST 500,000 PERCENTAGE	PERCENT OF FIRST 500,000 PERCENTAGE
20,377 AC	10,747 AC	10,000 AC	5,254 AC	0%	0%	NO
12,138 AC	5,515 AC	5,500 AC	79,821 AC	47%	47%	YES
18,029 AC	5,571 AC	14,000 AC	21,027 AC	71%	71%	YES

PERCENT OF FIRST 500,000 PERCENTAGE	PERCENT OF FIRST 500,000 PERCENTAGE	PERCENT OF FIRST 500,000 PERCENTAGE	PERCENT OF FIRST 500,000 PERCENTAGE	PERCENT OF FIRST 500,000 PERCENTAGE	PERCENT OF FIRST 500,000 PERCENTAGE	PERCENT OF FIRST 500,000 PERCENTAGE
YES	NO	NO	NO	NO	NO	NO
YES	YES	YES	YES	YES	YES	YES
YES	YES	YES	YES	YES	YES	YES



QUESTIONS

KEY CONSIDERATIONS MOVING FORWARD

- ◆ Update the strategic priorities and criteria
- ◆ Determine how the local resources and competitive context has changed
- ◆ Confirm / refine the project's program and location.
- ◆ Refresh the conceptual design, accordingly
- ◆ Update financial projections (i.e., development costs, operating costs, economic impact)

FINAL
THOUGHTS?

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NORTH CAROLINA

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LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

ITEM #:
VIII. J.

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

MEETING DATE: May 6, 2019

SUBJECT: Appointment of Lee County Tax Administrator

DEPARTMENT: Human Resources

CONTACT PERSON: Joyce McGehee

TYPE: Consent Agenda Action Item Public Hearing Information

REQUEST	N/A
BUDGET IMPACT	
ATTACHMENTS	Resolution
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Approve the appointment of Michael Brown as the Lee County Tax Administrator to a four year term. Beginning June 1, 2019 and continuing until May 31, 2023.
SUMMARY	

Michael Brown has been chosen to fill the position of Lee County Tax Administrator. The Board of Commissioners must appoint the Tax Administrator to a term no less than two years or greater than four. This appointment will be effective on June 1, 2019 and continue until May 31, 2023.



**RESOLUTION OF APPOINTMENT
OF LEE COUNTY TAX ADMINISTRATOR**

WHEREAS, the General Assembly of North Carolina, acting in pursuant to Article VI, Section 9 of the North Carolina Constitution has by general law declared that the Office of County Assessor and the Office of Tax Collector are offices that may be held concurrently by a qualified appointee, and

WHEREAS, the Board of Commissioners has conferred the title of Tax Administrator to the combined position of County Assessor and Tax Collector; and

WHEREAS, Michael Brown has the qualifications to serve in both capacities.

NOW, THEREFORE, BE IT RESOLVED that Michael Brown is appointed to the position of Tax Administrator for a term expiring on May 31, 2023, and as such he shall have the powers and duties of both County Assessor and Tax Collector and he is directed to take the Oath of Office and file the necessary bond to comply with statutory requirements.

Adopted this 6th day of May, 2019.

Amy M. Dalrymple, Chair
Lee County Board of Commissioners

ATTEST:

Whitney P. Parrish, County Attorney/Deputy Clerk