



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

June 3, 2019
6:00 P.M.

A G E N D A

CALL TO ORDER – Amy Dalrymple, Chair

INVOCATION – Commissioner Del Palazzo

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 May 20, 2019 Regular Meeting. (Pages 1-8)
- B. Minutes from the May 20, 2019 Closed Session Meeting. (Page 9)
- C. Minutes from the May 13, 2019 Workshop Session. (Pages 10-13)
- D. Approval of the Home and Community Care Block Grant FY2019. (Pages 14-36)
- E. Approval of the Guardianship Services-Empowering Lives Contract. (Pages 37-62)
- F. Approval of the Contract between COLTS and the Trustees of Central Carolina Community College. (Pages 63-67)
- G. Approval of contract with DLP Central Carolina Medical Group LLC for the Wellness Clinic. (Pages 68-80)
- H. Memorandum of Agreement with Lee County Schools and Lee County Health Department. (Pages 81-86)
- I. Agreement between Carolina Women’s Health Center and the Lee County Health Department for FY2019-2020. (Pages 87-89)

III. PUBLIC HEARINGS

- A. Public Hearing for the proposed FY 2019-2020 Budget.- Dr. John Crumpton (Pages 90-91)
- B. Public Hearing for the proposed fire district tax rates for FY 2019-2020.- Dr. John Crumpton (Pages 92-93)

C. Public Hearing for appropriations for economic development services with the Sanford Area Growth Alliance.- Dr. John Crumpton (Pages 94-96)

IV. PUBLIC COMMENTS

V. OLD BUSINESS

A. Consider Planning Board Recommendation & Vote on seven proposed amendments to the UDO relating to oil and gas extraction as well as traditional mining and quarrying.- Marshall Downey (Pages 97-110)

VI. NEW BUSINESS

A. Aramark Food Service Contract Amendment FY2020 for Senior Services.-Debbie Davidson (Pages 111-114)

VII. FY 2019-2020 BUDGET DISCUSSION

A. Discussion of the FY 2019-2020 Budget.- Dr. John Crumpton (Page 115)

VIII. MANAGERS' COMMENTS

A. Monthly Financial Report.-Lisa Minter (Pages 116-122)

IX. 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: June 3, 2019

SUBJECT: Minutes from the May 20, 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 May 20, 2019 regular meeting
BUDGET IMPACT	N/A
ATTACHMENTS	"Draft" copy of the May 20, 2019 minutes
PRIOR BOARD ACTION	Approve minutes from the May 20, 2019 regular meeting
RECOMMENDATION	Pleasure of the Board.
SUMMARY	

A "draft" copy of the minutes from the May 20, 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

May 20, 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 Del Palazzo, Robert T. Reives, Cameron W. Sharpe, and Kirk D. Smith. Staff in attendance included County Manager John Crumpton and County Attorney Whitney Parrish.

Commissioner Dalrymple called the meeting to order at 6:01 p.m. and the following business was transacted:

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

Commissioner Knecht joined the meeting at 6:04 p.m.

I. APPROVAL OF ADDITIONAL AGENDA

Commissioner Dalrymple removed item C under **New Business** to the next Board meeting, added to Consent an item J (increase labor costs to the hallway fourth floor project), and added under **New Business** an item I (a Resolution Honoring Mary Yow), then Commissioner Smith asked to move the Resolution Honoring Mary Yow to the first item of business under **New Business**. Commissioner Sharpe made a motion to approve the agenda as amended. Upon a vote, the results were as follows:

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

The Chair ruled the motion had carried unanimously.

II. APPROVAL OF CONSENT AGENDA

The Board considered changes to the *Consent Agenda*. County Attorney Whitney Parrish requested that the Minutes from the May 6, 2019 Regular Meeting include a change on page 9 that the date of Mary Yow's retirement now read May 31, 2019. With no further changes requested, Commissioner Sharpe moved to approve the *Consent Agenda* as amended, which consisted of the following items:

- A. Minutes from the May 6, 2019 Regular Meeting
- B. Minutes from the May 6, 2019 Closed Session Meeting
- C. Tax Release and Refund Report for April 2019
- D. Energy Provider Agreements for Energy Assistance Programs with Dominion Energy, Central Electric Membership Corporation, and Duke Energy Progress
- E. Adult Daycare Contract with DSS
- F. Additional State Revenue for Family Planning
- G. Budget Amendment #05/20/19/16
- H. Contract Renewal with Logan Systems Inc. for the Register of Deeds
- I. Award of Banking Services to First National Bank
- J. Increase labor costs for the LCGC 4th floor hallway replacement project

Upon a vote, the results were as follows:

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

The Chair ruled the motion had carried unanimously.

III. PUBLIC HEARING

A joint public hearing was held with the Lee County Planning Board regarding seven proposed amendments to the Unified Development Ordinance. Sanford/Lee County Planning and Development Director, Marshall Downey introduced the amendments. The amendments were the product of a joint effort between Lee County, Chatham County, and a third party consultant, Attorney Glenn Dunn, with Poyner Spruill LLP. Mr. Dunn began working with staff in January 2018 to help develop text amendments for oil and gas and mining. The draft amendments were presented to the Joint Planning Commission in January 2019 and a final recommendation of the Commission was held in April 2019 to allow consideration to all three jurisdictions.

Mr. Downey went through a PowerPoint presentation of the suggested changes and Mr. Dunn was present to answer any legal questions. What was suggested for oil and gas was to allow such activities in RA, LI, and HI with a special use permit. Under the SUP process, an applicant must meet four criteria for approval. There are no additional standards being offered because of the state's preemption provision. Mr. Dunn addressed and explained to the Board the preemption provision.

For mining, the definition has been updated to include the State's definition of mining. What is being proposed is a two-step process. There will be a legislative process followed by a quasi-judicial process. An applicant would have to ask the BOC for a legislative rezoning of a mining overlay district, then for a SUP permit that would be authorized by the Board of Adjustment. The overlay district is applicable in only RA, HI, and LI. The second step is the quasi-judicial approval. There are additional criteria that must be met for mining approval and this is allowed because there is not a preemption issue.

Chair Dalrymple opened the public hearing for comments.

The following persons spoke in favor of the amendments:
Jerry Merritt-2009 Traceway in Sanford, NC

Sharwynne Blatterman-4 The Point, Sanford NC

The following persons spoke in opposition of the amendments:

No one spoke in opposition.

Chair Dalrymple closed the public hearing.

IV. PUBLIC COMMENTS

Pursuant to General Statute § 152A-52.1, Chair Dalrymple opened the floor for *Public Comments*. No one wished to speak during public comments.

V. OLD BUSINESS

There was no old business

VI. NEW BUSINESS

A. Resolution Honoring Mary Yow

Chair Dalrymple read the resolution expressing gratitude to Mary Yow, Tax Administrator. Mrs. Yow is retiring on May 31, 2019 and the Board expressed their appreciation to Mrs. Yow and her accomplishments as Tax Administrator. Commissioner Reives made a motion to approve the resolution, a copy of which is attached to these minutes and by this reference made a part hereof. Upon a vote, the results were as follows:

Aye:	Dalrymple, Del Palazzo, Knecht, Reives, Sharpe, Smith
No:	None
Absent:	Dodson

The Chair ruled the motion had carried unanimously.

B. Presentation of Juvenile Crime Prevention Council FY2019-2020 Funding Plan

Ms. Pamela Glover with the Lee County Juvenile Crime Prevention Council appeared before the Board to provide the funding decision of the JCPC for FY2019-2020. Ms. Glover explained that the State Consultant had an error with the County plan. The error did not change the dollar amounts, but one of the in-kind amounts changed, and a new sheet was at the Commissioner's seats. As part of its administrative budget, JCPC is going to be advertising for a part-time coordinator. The funding decision of the JCPC Board includes Scots for Youth-\$65,379, Project Challenge NC-\$62,312, DASH Mentoring-\$20,000, G-MEN-High School Seminar-\$5,000 and Administrative funding-\$9,080 for a grand total of \$161,771. DASH Mentoring is a program functioning in seven different counties and provides mentoring for ages 7-17. JCPC is trying to be proactive because the Raise the Age legislation is effective December 1, 2019. She also indicated Teen Court is functioning now and is expanding to a second day each month. The total funding plan is the same: \$161,771.00.

Ms. Glover provided an update in regards to the Raise the Age legislation. She indicated that last Monday they received some numbers from the State and it appears the state is seeing if they can divide 4.4 million dollars between the 100 counties. The state is still working on a formula to be used to divide the funding. After further discussion Commissioner Reives moved to approve their funding plan, 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, Knecht, Reives, Sharpe, Smith
No: None
Absent: Dodson

The Chair ruled the motion had carried unanimously.

C. Triangle J COG Housing Study Presentation

Karen Kennedy, with the City of Sanford and the S3 Housing Connect committee, introduced Erika Brown with Triangle J COG who worked on a housing study for the City of Sanford/County of Lee. Ms. Brown presented a PowerPoint presentation of their findings to the Board. Triangle J COG is a 43 member governmental organization that provides regional planning expertise and houses the Area Agency on Aging. Ms. Brown talked about the goal of the study and the key trends and opportunity sites it identified. She explained that a housing study is one that shows the socio-demographic data and housing needs that exist within a community. The key trends that they found as part of the study, included a diverse population growth, a rapid growth, and that different types of people need different types of available housing. One in three households are paying more than 30% of their income toward housing. There are also a lot of housing mismatches and significant deferred maintenance needs. Primarily what exists in Lee County are single-family homes and mobile homes. There are few rental units affordable at 30% AMI or less.

Another portion of the report was to create opportunity sites analysis. They conducted a parcel level GIS analysis to identify parcels that may be suitable for affordable housing developments. They were thinking about it from the City ownership's perspective that the City could work together with developers to get grants and tax credits. They also looked at infill developments, less than 4 acres, and looked at only publicly owned sites. She then went through twelve potential policy driven, program/partnership driven, and funding driven strategies that the community can consider as it looks at affordable housing.

No action taken.

At 7:52 p.m. the Chair called for a six minute recess.

**D. Recommendation by LCTC on Ranking of Transportation Projects to Submit to TARPO
Removed from the Agenda**

E. Update from Sanford Area Growth Alliance

CEO of SAGA, Michael Smith, provided an over of SAGA's plan of work. Mr. Smith provided an update on their activities over the past four months. He stated they have traveled regionally to build site consultant relationships and worked with Regional Partnerships. SAGA is using paid media and communication with stakeholders and trying not to overwhelm the Commissioners with emails, but is trying to keep them updated. The area's manufacturing strength continues to be a draw, while life-science projects have increased. Food and beverage projects are also seeing an increase. In area of education and workforce, SAGA works with public and private schools, CCCC, and several private staffing agencies. Their labor force is half a million people. They continue to advocate for quality of life programs for the county, and their residential task force has been meeting and hope to have an announcement soon. The shell building is generating a tremendous amount of activity, including visits by several potential tenants for the building. SAGA held 21 events in 4 months, not including neighborhood groups and church meetings. He thanked the Board for their cooperation. He has been given additional

information for an announcement that may occur at the end of August, and is still in discussions with many other projects.

No action taken.

F. Consideration of adoption of Resolution Supporting NC Carolina CORE

Dr. Crumpton addressed this with the Board. NC Carolina CORE is a corridor between Winston Salem and Fayetteville that has four megasites that offer industrial sites and mixed-use developments. SAGA has requested that the Board adopt a resolution supporting the Carolina CORE. Commissioner Reives made a motion to approve the resolution, a copy of which is attached to these minutes and by this reference made a part hereof. Upon a vote, the results were as follows:

Aye:	Dalrymple, Del Palazzo, Knecht, Reives, Sharpe, Smith
No:	None
Absent:	Dodson

The Chair ruled the motion had carried unanimously

G. Annual consideration of the contract with SAGA for economic development services for FY2019-2020

In October of 2014, Lee County entered into a contract for economic development services with the Sanford Lee County Partnership for Prosperity, now doing business as SAGA. Since 2014, there have been some modifications and changes to the agreement. The Board of Commissioners has requested to review the agreement each year. The board of directors has been updated as provided by SAGA. The County will hold a public hearing on the expenditures for SAGA on June 3, 2019 at the same time it holds a public hearing on the budget. Commissioner Knecht asked to add two provisions to the contract, one being that SAGA will provide monthly financials to the Board and meeting notes to the Board.

No action taken.

H. FY2019-2020 Recommended Budget Presentation

County Manager introduced his recommended budget for FY2019-2020. He stated his budget goals, as provided by the Commissioners, included lowering the property tax rate and maintaining commitments to education, law enforcement, and technology. The total requested budget was \$84,011,912 and in order to fund all requests it would have resulted in a 12.16 property tax rate increase. Dr. Crumpton then went through the definition and the calculation of the revenue neutral rate. The revenue neutral tax rate is 77.68 and the Manager's proposed tax rate is 77.50. The Manager's total recommended budget is \$77,082,778, constituting an increase of \$1,918,287 or 2.55 percent from 2018-2019 original budget. Changes of interest included, \$1,050,000 current expenses going to the Lee County School Systems. Public safety is going up \$471,345, with much of that going to COLAs for the employees and three additional SROs. Significant items funded in the budget include: 2% COLA, funding of the current expenses for the new elementary school, funding of 3 SROs (one for the high school, one for the new elementary, and one community resource officer), funding for economic development initiatives, and funding of K-14 CCCC Initiative. The upcoming budget process includes a budget workshop scheduled June 3 at 4:00 p.m., the public hearing on June 3 at 6:00 p.m. After the public hearing, the Commissioners can adopt the budget at any time, before June 30 at 5:00 p.m. Monday, June 17 is the last scheduled Commissioners meeting for FY2018-2019.

No action taken.

I. Approval of engagement letter from Thompson, Price, Scott, Adams & Co, PA for an attest engagement based on the County's participation in LGERS retirement system

Dr. Crumpton explained that each year employer participants in both the Local Government Employee Retirement System and the Teachers and State Employees Retirement Systems are selected by the Office of State Auditor to have an attest prepared by a CPA on the census data for members of a pension plan. At the end of April, Lee County was notified it was selected this year for such an audit. Lee County received an engagement letter from our auditors, Thompson, Price, Scott, Adams & Co, P.A. on May 2, 2019, a copy of which is attached to these minutes and by this reference made a part hereof. The cost of the service is \$4,850.00. After the engagement letter is approved by the Board, it has to be approved by LGC. Commissioner Sharpe moved to approve the engagement letter from Thompson, Price, Scott, Adams & Co, P.A, a copy of which is attached to these minutes and by reference made a part hereof. Upon a vote, the results were as follows:

Aye:	Dalrymple, Del Palazzo, Knecht, Reives, Sharpe, Smith
No:	None
Absent:	Dodson

The Chair ruled the motion had carried unanimously.

VII. MANAGER'S REPORT

County Manager John Crumpton presented the Monthly Manager's Report for May 2019, a copy of which is attached to these minutes and by this reference made a part hereof.

VIII. COMMISSIONER'S COMMENTS

Commissioner Smith notified the Board that former Chair Mrs. Shook had become ill. The Chair informed the Board she would send a note on behalf of the Board. Commissioner Reives asked the Board to look into the benefits of the volunteer firefighters. Commissioner Dalrymple, asked the Board if it would send a letter to the NC FSA State Committee in support of the Executive Director to be eligible for certain scholarships. The Chair also brought to the Board's attention that she has received many complaints with the delivery service of the US Postal Service. Commissioner Reives suggested counsel look into the matter and see how to address the citizen's concerns.

IX. CLOSED SESSION

At 8:48 p.m. Commissioner Sharpe moved to go into closed session per NCGS 143-318.11(a)(4) to discuss matters relating to the location or expansion of business. Upon a vote, the results were as follows:

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

The Chair ruled the motion had carried unanimously.

ADJOURNMENT

At 9:16 p.m., Commissioner Sharpe moved to adjourn the meeting. Upon a vote, the results were as follows:

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

The Chair ruled the motion had carried unanimously and the meeting adjourned at 9:16 p.m.

Amy M. Dalrymple, Chair
Lee County Board of Commissioners

ATTEST:

Whitney Parrish, Deputy Clerk to the Board



ITEM #:
II. B.

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

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

MEETING DATE: June 3, 2019

SUBJECT: Minutes from the May 20, 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 May 20, 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 May 20, 2019 closed session meeting of the Board has been prepared and provided for the Board's review.



ITEM #:

II. C.

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

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

MEETING DATE: June 3, 2019

SUBJECT: Minutes from the May 13, 2019 Workshop Session

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 May 13, 2019 workshop meeting
BUDGET IMPACT	N/A
ATTACHMENTS	"Draft" copy of the May 13, 2019 minutes
PRIOR BOARD ACTION	Approve minutes from the May 13, 2019 workshop meeting
RECOMMENDATION	Pleasure of the Board.
SUMMARY	

A "draft" copy of the minutes from the May 13, 2019 workshop 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.



**WORK SESSION
OF THE
LEE COUNTY BOARD OF COMMISSIONERS
GORDON WICKER CONFERENCE ROOM
106 HILLCREST DRIVE
SANFORD, NORTH CAROLINA 27330**

May 13, 2019
6:00 P.M.

The Budget Work Session of the Lee County Board of Commissioners for the County of Lee, State of North Carolina convened at 5:00 p.m. in the Gordon Wicker Room, first floor, Lee County Government Center, 106 Hillcrest Drive, Sanford, North Carolina, on said date. Commissioners present when the work session was called to order were Amy M. Dalrymple, Arianna Del Palazzo, Dr. Andre Knecht, Robert Reives, Cameron Sharpe, and Kirk Smith. Staff in attendance included County Manager John Crumpton, Finance Director/Assistant County Manager Lisa Minter, and Governmental Relations Manager Jamie Brown.

I. CALL TO ORDER

Chair Dalrymple called the Work Session to order at 6:00 p.m.

II. BANKING PROPOSALS

A. Presentation and Discussion to Evaluate the Responses from the County's Banking Proposals.

Finance Director/Assistant County Manager, Lisa Minter, presented an overview to the Board of the process staff used to review and rank the banking proposals received by the County. Materials provided to the Board at the meeting included a detailed summary of the various proposals. Mrs. Minter provided some highlights: 1) All of the proposals except for BB&T offered an earnings credit; in this scenario, both the First National and First Bank proposals resulted in a positive outcome for the county, 2) All proposals offered an interest earning option; in this scenario, a positive outcome for the county was achieved with BB&T, First Bank and First National, 3) First National provided the lowest overall bid proposal.

Staff recommendation is for the County to move its account to First National effective July 1. The Board proceeded to ask questions relating to switching accounts. The Board wished to continue discussion at the May 20, 2019 regular meeting. No action was taken.

III. BUDGET PRESENTATIONS/DISUSSION

A. Fire Tax District Funding Requests

Town of Broadway Mayor, Donald Andrews, provided an overview of the Fire Tax District Funding requests. Mayor Andrews reviewed the recommendations made by each fire tax district as outlined in the materials distributed to the Board. He stated that the Fire Advisory Board met with each fire department in April to review their budget requests. The recommendations by the Advisory Board were unanimous. Mayor Andrews also informed the Board that the long-time serving Fire

Chief in Lemon Springs retired at the end of April. There was then some discussion as to whether or not volunteer firefighters incur out of pocket expenses in their duties. No action taken.

B. Discussions from the Proposed Budget of General Services

General Services Director, Russell Spivey, provided an overview of the requested 2019-2020 General Services Budget. He provided a list outlining the critical needs and priorities of the department that included several high cost facility maintenance and repair items, some of which included a new HVAC unit for the Daymark building, a new roof for probation, and roof and repairs for the Government Center. Commissioner Reives noted the extensive list was a result of the build-up of deferred maintenance over the years and suggested that the Board may need to consider funding critical projects in the near future to tackle some facility concerns. The county manager suggested that due to the number and costs associated with the list of needs, the county may want to look at these issues separately from the annual budget process and consider funding them as a special capital project. No action taken.

C. Nonprofit Funding Requests Discussion

Chair Dalrymple offered each non-profit organization that was present at the workshop the opportunity to address the Board in support of their request. Below is a list of those who spoke to the Board:

- Johnston, Lee, Harnett: representative present but declined to speak
 - Lee County Industries: Director, Mike Gilmore provided an overview of organization's mission and recent activities; thanked the county for their past support
 - Another Choice: Ed Cox spoke about the group's work to help find homes for individuals before they age out of the care system
 - Haven: Executive Director, Sherry Overton Shudra, provided an overview of Haven's services; discussed the need to show growing support from the county to demonstrate for state and federal grantors that there is continued support locally.
 - Boys and Girls Club: no representative present due to schedule conflict
 - Salvation Army: no representative present due to schedule conflict
 - Family Promise: Director, Tamara Brogan discussed how Family Promise focuses on serving the "family unit." Program mostly serves families living paycheck to paycheck and offers classes related to parenting and money management.
 - Veterans Center: no representative present
 - Lee County Arts Council: Joanne Paxton spoke about recent achievements of the Council and its overall mission
 - Temple Theatre: Peggy Taphorn, Director and Tabitha Whitlow, Business Manager, provided an overview of the theater's recent successes and positive impact on the local economy; shared that 41,000 visitors from 63 counties visited the theater last year and they suspect that number will be surpassed in 2019.
 - Railroad House: Joan Womble presented an overview, highlighting that the Railroad House is the only museum in Lee County. The request this year is driven by necessary roof repairs and exterior painting.
- No action taken.

At 7:33 p.m. the Chair called for a 10-minute break

At 7:43 p.m. discussions resumed

D. Elected Official Compensation

Dr. Crumpton provided a history of the commissioners' compensation indicating that there were no compensation changes during the period of 2008 through the 2015 due to the recession. Dr.

Crumpton was looking for guidance on whether to include a COLA for next year, questioning if that was adequate. A comparison to other commissioner's salaries was provided to the Board. Chair Dalrymple asked if HR would provide an objective recommendation and reminded the Board that there may be other costs incurred for commissioners in the upcoming year related to the Granicus agenda management project. No action taken.

E. Discussion Regarding Lee County's Contracts with the City of Sanford

Dr. Crumpton reviewed the budget impacts of the city contracts and noted the community development budget. Dr. Crumpton did not include money in this year's budget related to the S3 Housing Connect that was included in last year's budget, as it was intended as a one-time expense. He also mentioned that the city would like the county to participate in a UDO study for residential design issues. Dr. Crumpton noted that when there was a study for oil & gas issues, the county funded that without assistance from the city because it was primarily a county issue and he questioned if a study for residential design issues was more related to city issues. He did indicate this is currently funded in the recommended budget, but was raising the question for the commissioners to consider. Dr. Crumpton also noted the inspection department contract may be different from the city request due to an issue related to the county share of inspection revenue profits from previous years that should be applied to this year's expense share. No action taken.

F. Funding Request from Juvenile Detention

Due to changes to the legal age for convictions of minors from 16 to 18 years old, there is an expected increase in expenses for juvenile detention; however, the estimate by the state more than doubled the current expense of \$100,000 to an estimated \$235,000. The recommended budget left the expense at \$100,000 and staff will watch this number as the year progresses because staff felt the estimate was too high. No action taken.

G. Any other budgetary items related to the FY2019-2020 budget

Dr. Crumpton shared the calculation of the revenue neutral rate is 77.68, cents but for the recommended budget he used a rate of 77.5 cents. Commissioners were informed that both Central Carolina Community College and the Lee County Board of Education have been invited to the June 3, 2019 budget workshop. No action taken.

IV. ADJOURN

With no further business to come before the Board, Commissioner Reives moved to adjourn the meeting at 8:05 p.m. Upon a vote, the results were as follows:

Aye: Dalrymple, Del Palazzo, Knecht, Reives, Sharpe, Smith
No: None

The Chair ruled the motion had been adopted unanimously and the meeting adjourned at 8:05 p.m.

Amy Dalrymple, Chair
Lee County Board of Commissioners

ATTEST:

Whitney Parrish, Deputy Clerk to the Board



ITEM #:
II. D.

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

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

MEETING DATE: June 3, 2019

SUBJECT: Home and Community Care Block Grant FY 2020

DEPARTMENT: Lee County Senior Services

CONTACT PERSON: Debbie Davidson

TYPE: Consent Agenda Action Item Public Hearing Information

REQUEST	To approve the Home and Community Care Block Grant for Older Adults Lee County Funding Plan
BUDGET IMPACT	\$458,090 – Funding for Older Adult Programming
ATTACHMENTS	Provider Services Summary, Standard Assurances, Funding Plan, Agreement for Provision of Services, Match Certification, Caregiver Grant Info
PRIOR BOARD ACTION	NA
RECOMMENDATION	Approve the Home and Community Care Block Grant for Older Adults Lee County Funding Plan
SUMMARY	

The total proposed funds allocated from the Home and Community Care Block Grant for FY 19/20 Services for Lee County Senior Services through Triangle J Area Agency on Aging is \$406,178 with a required local match of \$45,131, which is included in the FY 2020 Lee County Budget Request.

Funds are proposed to be used in the following services: General and Medical Transportation, Congregate and Home Delivered Meals, Information and Options Counseling, Senior Center Operations, Minor Home Repair, additional funding has been proposed and will be used to provide additional home repair/handicapped ramps, home delivered meals, and senior center operations.

Funding for the National Family Caregiver Program is \$46,601.00 with no match requirement.

Title IID Health Promotion and Disease Prevention is \$5,311.00 with matching requirement of \$590.00, which is included in the FY 2020 Budget Request.

DAAS-734

July 2019 through June 2020

**Home and Community Care Block Grant for Older Adults
Community Service Provider
Standard Assurances**

LEE COUNTY SENIOR SERVICES agrees to provide services through the Home and Community Care Block Grant, as specified on the Provider Services Summary (DAAS-732) in accordance with the following:

1. Services shall be provided in accordance with requirements set forth in:
 - a) The County Funding Plan;
 - b) The Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers; and
 - c) The Division of Aging and Adult Services Standards Manual, Volumes I through IV or at <http://www.ncdhhs.gov/aging/monitor/mpolicy.htm>.

Community service providers shall monitor any subcontracts with providers of Block Grant services and take appropriate measures to ensure that services are provided in accordance with the aforementioned documents.

2. Priority shall be given to providing services to those older persons with the greatest economic or social needs. The service needs of low-income minority elderly will be addressed in the manner specified on the Methodology to Address Service Needs of Low-Income (Including Low Income Minority Elderly), Rural Elderly and Elderly with Limited English Proficiency format, (DAAS-733).
3. The following service authorization activities will be carried out in conjunction with all services provided through the Block Grant:
 - a) Eligibility determination;
 - b) Client intake/registration;
 - c) Client assessment/reassessments and quarterly visits, as appropriate;
 - d) Determining the amount of services to be received by the client; and
 - e) Reviewing consumer contributions policies with eligible clients.
4. All licenses, permits, bonds, and insurance necessary for carrying out Block Grant Services will be maintained by the community service provider and any contracted providers.
5. As specified in 45 CFR 75, Subpart D-Post Federal Award Requirements, Procurement Standards, community service providers shall have procedures for settling all contractual and administrative issues arising out of procurement of services through the Block Grant. Community service providers shall have procedures governing the evaluation of bids for services and procedures through which bidders and contracted providers may appeal or dispute a decision made by the community service provider.
6. Applicant/Client appeals shall be addressed as specified in Section 7 of the Division of Aging and Adult Services Home and Community Care Block Grant Manual for Community Service Providers, dated February 17, 1997.
7. Community service providers are responsible for providing or arranging for the provision of required local match, as specified on the Provider Services Summary, (DAAS-732). Local match shall be expended simultaneously with Block Grant funding.
8. Community service providers agree to comply with audit and fiscal reporting requirements as specified in the Agreement for the Provision of County-Based Aging Services (DAAS-735).
9. Compliance with Equal Employment Opportunity and Americans with Disabilities Act requirements, as specified in paragraph fourteen (14) of the Agreement for the Provision of County-Based Aging Services (DAAS-735) shall be maintained.

10. Providers of In-Home Aide, Home Health, Housing and Home Improvement, and Adult Day Care or Adult Day Health Care shall sign and return the attached assurance to the area agency on aging indicating that recipients of these services have been informed of their client rights, as required in Section 314 of the 2006 Amendments to the Older Americans Act.
11. Subcontracting – All HCCBG community service providers must assure that subcontractors (for-profit and non-profit entities only) meet the following requirements:
 - a. The subcontractor has not been suspended or debarred. (N.C.G.S. §143C-6-23, 09 NCAC 03M)
 - b. The subcontractor has not been barred from doing business at the federal level.
 - c. The subcontractor is able to produce a notarized “State Grant Certification of No Overdue Tax Debts.”
 - d. All licenses, permits, bonds and insurance necessary for carrying out Home and Community Care Block Grant services will be maintained by both the community service provider and any subcontractors.
 - e. The subcontractor is registered as a charitable, tax-exempt (501c3) organization with the Internal Revenue Service (non-profit subcontractors only).
12. Confidentiality and Security. Per the requirements in 10A NCAC 05J and Section 6 of the Home and Community Care Block Grant Procedures Manual, client information in any format and whether recorded or not shall be kept confidential and not disclosed in a form that identifies the person without the informed consent of the person or legal representative. Community service providers, including subcontractors and vendors, must adhere to all applicable federal, state and departmental requirements for protecting the security and confidentiality of client information including but not limited to appropriately restricting access, establishing procedures to reduce the risk of accidental disclosures from data processing systems, and developing a process by which the Division of Adult Aging Services is notified of suspected or confirmed security incidents and data breaches.
13. Record Retention and Disposition. All community service providers are responsible for maintaining custody of records and documentation to support the allowable expenditure of funds, service provision, and the reimbursement of services. Service providers must adhere to the approved record retention and disposition schedule posted semiannually on the website of the NC Department of Health and Human Services Controller at <http://www.ncdhhs.gov/control/retention/retention.htm>.

Service providers are not authorized to destroy records related to the provision of services under this Agreement except in compliance with the approved DHHS retention and disposition schedule, which allows for the proper destruction of records based on a schedule by funding source and fiscal year. The agency agrees to comply with 07 NCAC 04M .0510 when deciding on a method of record destruction. Confidential records will be destroyed in such a manner that the records cannot be practically read or reconstructed.

(Authorized Signature)

(Date)

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(Rev. 4/2019)

Home and Community Care Block Grant for Older Adults
County Funding Plan

Identification of Agency or Office with Lead Responsibility for County Funding Plan

County_Lee _____ July 1, 2019 through June 30, 2020

The agency or office with lead responsibility for planning and coordinating the County Funding Plan recommends this funding plan to the Board of Commissioners as a coordinated means to utilize community-based resources in the delivery of comprehensive aging services to older adults and their families.

Lee County Senior Services
(Name of agency/office with lead responsibility)

Authorized signature (date)

Amy M. Dalrymple, Chair
Lee County Board of Commissioners
(Type name and title of signatory agent)

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(revised 2/16)

July 1, 2019 through June 30, 2020

Home and Community Care Block Grant for Older Adults

Agreement for the Provision of County-Based Aging Services

This Agreement, entered into as of this _____ day of _____, 20____, by and between the County of Lee _____ (hereinafter referred to as the "County") and the Triangle J _____ Area Agency on Aging, (hereinafter referred to as the "Area Agency").

Witnesseth That:

WHEREAS, the Area Agency and the County agree to the terms and conditions for provision of aging services in connection with activities financed in part by Older Americans Act grant funds, provided to the Area Agency from the United States Department of Health and Human Services through the North Carolina Division of Aging and Adult Services (DAAS) and state appropriations made available to the Area Agency through the North Carolina Division of Aging and Adult Services, as set forth in a) this document, b) the County Funding Plan, as reviewed by the Area Agency and the Division of Aging and Adult Services, c) the Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers, d) the Division of Aging and Adult Services Service Standards Manual, Volumes I through IV, and, e) the Division of Aging and Adult Services Community Service Providers Monitoring Guidelines.

NOW THEREFORE, in consideration of these premises, and mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. As provided in the Area Plan, community service providers specified by the County to encourage maximum collocation and coordination of services for older persons are as follows:

Transportation General	Information/Assistance and Options Counseling
Transportation Medical	Senior Center Operations
Congregate Meals	Housing and Home Improvement
Home Delivered Meals	Health Promotion and Disease Prevention
- 1(a) The Community Service Provider(s), shall be those specified in the County Funding Plan on the Provider Services Summary format(s) (DAAS-732) for the period ending June 30 for the year stated above.
2. Availability of Funds. The terms set forth in this Agreement for payment are contingent upon the receipt of Home and Community Care Block Grant funding by the Area Agency.

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3. Grant Administration. The grant administrator for the Area Agency shall be Mary Warren, Director (title). The grant administrator for the County shall be Debbie Davidson, Director (title).

It is understood and agreed that the grant administrator for the County shall represent the County in the performance of this Agreement. The County shall notify the Area Agency in writing if the administrator changes during the grant period. Specific responsibilities of the grant administrator for the County are provided in paragraph seven (7) of this Agreement.

4. Services authorized through the County Funding Plan, as specified on the Provider Services Summary format(s) (DAAS-732) are to commence no later than July 1 of the state fiscal year and shall be undertaken and pursued in such sequence as to assure their expeditious completion. All services required hereunder shall be completed on or before the end of the Agreement period, June 30 of the state fiscal year.
5. Assignability and Contracting. The County shall not assign all or any portion of its interest in this Agreement. Any purchase of services with Home and Community Care Block Grant for Older Adults funding shall be carried out in accordance with the procurement and contracting policy of the community services provider or, where applicable, the Area Agency, which does not conflict with procurement and contracting requirements contained in 45 CFR Part 75, Subpart D-Post Federal Award Requirements, Procurement Standards. Federal funds shall not be awarded to any subrecipients who have been suspended or debarred by the Federal government. In addition, Federal funds may not be used to purchase goods or services costing over \$100,000 from a vendor that has been suspended or debarred from Federal grant programs.
6. Compensation and Payments to the County. The County shall be compensated for the work and services actually performed under this Agreement by payments to be made monthly by the Area Agency. Total reimbursement to the community service providers under this Agreement may not exceed the grand total of Block Grant funding, as specified on the Provider Services Summary format (DAAS-732).

(a) Interim Payments to the County

Upon receipt of a written request from the County, the Division of Aging and Adult Services, through the Area Agency, will provide the County Finance Officer with an interim payment equivalent to seventy percent (70%) of one-twelfth (1/12) of the County's Home and Community Care Block Grant allocation by the 22nd of each month.

(b) Reimbursement of Service Costs

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Reimbursement of service costs are carried out as provided in Section 3 of the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers, revised February 17, 1997.

c) Role of the County Finance Director

The County Finance Director shall be responsible for disbursing Home and Community Care Block Grant Funding to Community Service Providers in accordance with procedures specified in the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Manual for Community Service Providers, revised February 17, 1997.

(d) Payment of Administration on Aging Nutrition Services Incentive Program (NSIP) Subsidy

NSIP subsidy for congregate and home delivered meals will be disbursed by the Division of Aging and Adult Services through the Area Agency to the County on a monthly basis, subject to the availability of funds as specified in Section 3 of the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Services Providers, revised February 17, 1997.

If through the US Department of Agriculture Area Agency on Aging Elections Project, the County elects to receive a portion of its USDA entitlement in the form of surplus commodity foods in lieu of cash, the Area Agency will notify the County in writing of its community valuation upon notification from the Division of Aging and Adult Services. The delivery of commodity and bonus foods is subject to availability. The County will not receive cash entitlement in lieu of commodities that are unavailable or undelivered during the Agreement period.

7. Reallocation of Funds and Budget Revisions. Any reallocation of Block Grant funding between counties shall be voluntary on the part of the County and shall be effective only for the period of the Agreement. The reallocation of Block Grant funds between counties will not affect the allocation of future funding to the County. If during the performance period of the Agreement, the Area Agency determines that a portion of the Block Grant will not be expended, the grant administrator for the County shall be notified in writing by the Area Agency and given the opportunity to make funds available for reallocation to other counties in the Planning and Service Area or elsewhere in the state.

The County may authorize community service providers to implement budget revisions which do not cause the County to fall below minimum budgeting requirements for access, in-home, congregate, and home delivered meals services, as specified in Division of Aging and Adult Services budget instructions issued to the County. If a budget revision will cause the County to

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fall below minimum budgeting requirements for any of the aforementioned services, as specified in Division of Aging and Adult Services budgeting instructions issued to the County, the grants administrator for the County shall obtain written approval for the revision from the Area Agency prior to implementation by the community service provider, so as to assure that regional minimum budgeting requirements for the aforementioned services will be met.

Unless community services providers have been given the capacity to enter data into the Aging Resources Management System (ARMS), Area Agencies on Aging are responsible for entering amended service data into the Division of Aging and Adult Services Management Information System, as specified in the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers, revised February 17, 1997.

8. Monitoring. This Agreement will be monitored to assure that services are being provided as stated in the Division of Aging and Adult Service Monitoring Policies and Procedures at <http://www.ncdhhs.gov/aging/monitor/mpolicy.htm> .

The monitoring of services provided under this Agreement shall be carried out by the Area Agency on Aging in accordance with its Assessment Plan and as specified in Administrative Letter 12-08. As of July 1, 2012, DAAS Program Compliance Representatives (PCRs) are no longer monitoring HCCBG services provided through county departments of social services.

Counties and community service providers will receive a written report of monitoring findings in accordance with procedures established in Section 308 of the AAA Policies and Procedures Manual (<http://www.ncdhhs.gov/aging/monitor/mpolicy.htm>). Any areas of non-compliance will be addressed in a written corrective action plan with the community service provider.

9. Disputes and Appeals. Any dispute concerning a question of fact arising under this Agreement shall be identified to the designated grants administrator for the Area Agency. In accordance with Lead Regional Organization (LRO) policy, a written decision shall be promptly furnished to the designated grants administrator for the County.

The decision of the LRO is final unless within twenty (20) days of receipt of such decision the Chairman of the Board of Commissioners furnishes a written request for appeal to the Director of the North Carolina Division of Aging and Adult Services, with a copy sent to the Area Agency. The request for appeal shall state the exact nature of the complaint. The Division of Aging and Adult Services will inform the Chairman of the Board of Commissioners of its appeal procedures and will inform the Area Agency that an appeal has been filed. Procedures thereafter will be determined by the appeals process of the Division of Aging and Adult Services. The state agency address is as follows:

Director

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North Carolina Division of Aging and Adult Services
2101 Mail Service Center
693 Palmer Drive
Raleigh, North Carolina 27699-2101

10. Termination for Cause. If through any cause, the County shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or the County has or shall violate any of the covenants, agreements, representations or stipulations of this Agreement, the Area Agency shall have the right to terminate this Agreement by giving the Chairman of the Board of Commissioners written notice of such termination no fewer than fifteen (15) days prior to the effective date of termination. In such event, all finished documents and other materials collected or produced under this Agreement shall at the option of the Area Agency, become its property. The County shall be entitled to receive just and equitable compensation for any work satisfactorily performed under this Agreement.
11. Audit. The County agrees to have an annual independent audit in accordance with North Carolina General Statutes, North Carolina Local Government Commission requirements, Division of Aging and Adult Services Program Audit Guide for Aging Services and Federal Office of Budget and Management (OMB) Uniform Guidance 2 CFR Part 200.

Community service providers, as specified in paragraph one (1), who are not units of local government or otherwise subject to the audit and other reporting requirements of the Local Government Commission are subject to audit and fiscal reporting requirements, as stated in NC General Statute 143C-6-22 and 23 and OMB Uniform Guidance CFR 2 Part 200, where applicable. Applicable community service providers must send a copy of their year-end financial statements, and any required audit, to the Area Agency on Aging. Home and Community Care Block Grant providers are not required to submit Activities and Accomplishments Reports. For-profit corporations are not subject to the requirements of OMB Uniform Guidance 2 CFR Part 200, but are subject to NC General Statute 143C-6-22 and 23 and Yellow Book audit requirements, where applicable. **Federal funds** may not be used to pay for a **Single or Yellow Book audit** unless it is a federal requirement. **State funds** will not be used to pay for a **Single or Yellow Book audit** if the provider receives less than \$500,000 in state funds. The Department of Health and Human Services will provide confirmation of federal and state expenditures at the close of the state fiscal year. Information on audit and fiscal reporting requirements can be found at <https://www.ncgrants.gov/NCGrants/PublicReportsRegulations.jsp>

The following provides a summary of reporting requirements under NCGS 143C-6-22 and 23 and OMB Uniform Guidance 2 CFR Part 200 based upon funding received and expended during the service provider's fiscal year.

<u>Annual Expenditures</u>	<u>Report Required to AAA</u>	<u>Allowable Cost for Reporting</u>
----------------------------	-------------------------------	-------------------------------------

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- | | | |
|--|---|---|
| <ul style="list-style-type: none"> • Less than \$25,000 in State or Federal funds | <p>Certification form and State Grants Compliance Reporting <\$25,000 (item # 11, Activities and Accomplishments does <u>not</u> have to be completed)
OR
Audited Financial Statements in Compliance with GAO/GAS (i.e. Yellow Book)</p> | <p>N/A</p> |
| <ul style="list-style-type: none"> • Greater than \$25,000 and less than \$500,000 in State Funds or \$750,000 in Federal Funds | <p>Certification form and Schedule of Grantee Receipts >\$25,000 and Schedule of Receipts and Expenditures

OR
Audited Financial Statements in Compliance with GAO/GAS (i.e. Yellow Book)</p> | <p>N/A</p> |
| <ul style="list-style-type: none"> • \$500,000 + in State funds but Federal pass through in an amount less than \$750,000 | <p>Audited Financial Statement in compliance with GAO/GAS (i.e. Yellow Book)</p> | <p>May use State funds, but <u>not</u> Federal Funds</p> |
| <ul style="list-style-type: none"> • \$500,000+ in State funds <u>and</u> \$750,000+ in Federal pass through funds | <p>Audited Financial Statement in compliance with OMB Uniform Guidance 2 CFR Part 200 (i.e. Single Audit)</p> | <p>May use State and Federal funds</p> |
| <ul style="list-style-type: none"> • Less than \$500,000 in State funds <u>and</u> \$750,000+ in Federal pass through funds | <p>Audited Financial Statement in compliance with OMB Uniform Guidance 2 CFR Part (i.e. Single Audit)</p> | <p>May use Federal funds, but <u>not</u> State funds.</p> |

12. Audit/Assessment Resolutions and Disallowed Cost. It is further understood that the community service providers are responsible to the Area Agency for clarifying any audit exceptions that may arise from any Area Agency assessment, county or community service

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provider single or financial audit, or audits conducted by the State or Federal Governments. In the event that the Area Agency or the Department of Health and Human Services disallows any expenditure made by the community service provider for any reason, the County shall promptly repay such funds to the Area Agency once any final appeal is exhausted in accordance with paragraph nine (9). The only exceptions are if the Area Agency on Aging is designated as a community service provider through the County Funding Plan or, if as a part of a procurement process, the Area Agency on Aging enters into a contractual agreement for service provision with a provider which is in addition to the required County Funding Plan formats. In these exceptions, the Area Agency is responsible for any disallowed costs. The County or Area Agency on Aging can recoup any required payback from the community service provider in the event that payback is due to a community service provider's failure to meet OMB Uniform Guidance CFR 2 Part 200, 45 CFR Part 1321 or state eligibility requirements as specified in policy.

13. Indemnity. The County agrees to indemnify and save harmless the Area Agency, its agents, and employees from and against any and all loss, cost, damages, expenses, and liability arising out of performance under this Agreement to the extent of errors or omissions of the County.
14. Equal Employment Opportunity and Americans With Disabilities Act Compliance. Both the County and community service providers, as identified in paragraph one (1), shall comply with all federal and state laws relating to equal employment opportunity and accommodation for disability.
15. Data to be Furnished to the County. All information which is existing, readily available to the Area Agency without cost and reasonably necessary, as determined by the Area Agency's staff, for the performance of this Agreement by the County shall be furnished to the County and community service providers without charge by the Area Agency. The Area Agency, its agents and employees, shall fully cooperate, with the County in the performance of the County's duties under this Agreement.
16. Rights in Documents, Materials and Data Produced. The County and community service providers agree that at the discretion of the Area Agency, all reports and other data prepared by or for it under the terms of this Agreement shall be delivered to, become and remain, the property of the Area Agency upon termination or completion of the work. Both the Area Agency and the County shall have the right to use same without restriction or limitation and without compensation to the other. For the purposes of this Agreement, "data" includes writings, sound recordings, or other graphic representations, and works of similar nature. No reports or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the County.

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17. Interest of the Board of Commissioners. The Board of Commissioners covenants that neither the Board of Commissioners nor its agents or employees presently has an interest, nor shall acquire an interest, direct or indirect, which conflicts in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the service hereunder in an impartial and unbiased manner.
18. Interest of Members of the Area Agency, Lead Regional Organization, and Others. No officer, member or employee of the Area Agency or Lead Regional Organization, and no public official of any local government which is affected in any way by the Project, who exercises any function or responsibilities in the review or approval of the Project or any component part thereof, shall participate in any decisions relating to this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; nor shall any such persons have any interest, direct or indirect, in this Agreement or the proceeds arising there from.
19. Officials not to Benefit. No member of or delegate to the Congress of the United States of America, resident Commissioner or employee of the United States Government, shall be entitled to any share or part of this Agreement or any benefits to arise here from.
20. Prohibition Against Use of Funds to Influence Legislation. No part of any funds under this Agreement shall be used to pay the salary or expenses of any employee or agent acting on behalf of the County to engage in any activity designed to influence legislation or appropriations pending before Congress.
21. Confidentiality and Security. Any client information received in connection with the performance of any function of a community service provider or its subcontractors under this Agreement shall be kept confidential. The community service provider acknowledges that in receiving, storing, processing, or otherwise handling any confidential information, the agency and any subcontractors will safeguard and not further disclose the information except as provided in this Agreement and accompanying documents.
22. Record Retention and Disposition. All state and local government agencies, nongovernmental entities, and their subrecipients, including applicable vendors, that administer programs funded by federal sources passed through the NC DHHS and its divisions and offices are expected to maintain compliance with the NC DHHS record retention and disposition schedule and any agency-specific program schedules developed jointly with the NC Department of Cultural Resources, Division of Archives and Records. Retention requirements apply to the community service providers funded under this Agreement to provide Home and Community Care Block Grant services. Information on retention requirements is posted at <http://www.ncdhhs.gov/control/retention/retention.htm> and updated semi-annually by the NC DHHS Controller's Office. By funding source and state fiscal year, this schedule lists the earliest date that grant records in any format may be destroyed. The Division of Archives and

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Records provides information about destroying confidential data and authorized methods of record destruction (paper and electronic) at <http://archives.ncdcr.gov/For-Government/Retention-Schedules/Authorized-Destruction>.

The NC DHHS record retention schedule is based on federal and state regulations and pertains to the retention of all financial and programmatic records, supporting documents, statistical records, and all other records supporting the expenditure of a federal grant award. Records legally required for ongoing official proceedings, such as outstanding litigation, claims, audits, or other official actions, must be maintained for the duration of that action, notwithstanding the instructions of the NC DHHS record retention and disposition schedule.

In addition to record retention requirements for records in any format, the long-term and/or permanent preservation of electronic records require additional commitment and active management by agencies. The community service provider will comply with all policies, standards, and best practices published by the Division of Aging and Adult Services regarding the creation and management of electronic records.

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23. Applicable Law. This Agreement is executed and is to be performed in the State of North Carolina, and all questions of interpretation and construction shall be construed by the laws of such State.

In witness whereof, the Area Agency and the County have executed this Agreement as of the day first written above.

Lee _____ County

Attest:

By: _____
Chairman, Board of Commissioners

Area Agency

Attest:

_____ Area Agency Director

By: _____
Executive Director,
Lead Regional Organization

Provision for payment of the monies to fall due under this Agreement within the current fiscal year have been made by appropriation duly authorized as required by the Local Government Budget and Fiscal Control Act.

BY: _____
FINANCE OFFICER, Lead Regional Organization

Area Agency on Aging

Triangle J Council of Governments

CERTIFICATION OF REQUIRED MINIMUM LOCAL MATCH AVAILABILITY

Date: June 3, 2019

Fiscal Year: 2020

Agency: Lee County Senior Services

Service: Transportation General and Medical, Congregate and Home Delivered Meals, Information and Options Counseling, Senior Center Operations, Housing/Home Improvement

Itemization of Commitment:

Required Local Match (total must agree to amount in the Funding Plan)

1. Cash of: \$45,131 provided by: County of Lee
Cash of: _____ provided by: _____
Cash of: _____ provided by: _____
Cash of: _____ provided by: _____
2. Total Local Match: \$45,131

It is understood that funds committed as required minimum local match will be used to match the Home and Community Care Block Grant appropriation and will not be used to match any other federal or state funds during the contractual period.

Print Name and Title: Amy M. Dalrymple _____ Chair, Lee County Board of Commissioners _____

Signature: _____

**Lee County National Family Caregiver Proposal
FY 2019/20**

Total Funding Requested:

The program year 19/20 proposal is a continuation and enhancement of the 18/19 program.

Lee County met program goals for 2018/19 resulting in a very successful program year. Each year we reflect on how each proposed idea was implemented and received and how it has impacted our family caregivers and the program. This process allows us to create a better foundation to build upon and ensure continued growth. It is our goal for FY 2019/20, per notification of available funding, to maintain the programs and services that are currently being offered. Proposed ideas for additional offerings and/or program enhancements will be developed and implemented as time and funding permits.

Current programs that have been extremely successful will continue as follows:

-“ANGELS” Caregiver Support – An evening support group which assist caregivers in making decisions, solving problems and managing stress. (15+ attendees)

-Alzheimer’s Caregiver Support – Assist caregivers in making decisions, solving problems and managing stress. Meets twice a month (15-18 attendees)

-Alzheimer’s Education /Support –Series with professional presentations covering topics to include: Mindfulness and Meditation, Brain Fitness, Fall Prevention, End of Life, Planning, Music and Memory, Reminiscence in collaboration with PACE – Pittsboro Center & Exercise

-Candlelight Reflections – A program which celebrates, remembers and honors those with Alzheimer’s disease **and other dementias** or those who have lost loved ones to the disease or other form of dementia. (25-45 attendees)

-Caregiver Education Conference (1 day conference) – Regional Conference offered in collaboration with Alzheimer’s NC, Inc. (Approx. 180 in attendance)

-Caregiver Education Seminars and Support Programs - Educational and wellness seminars for the caregiver offered numerous times throughout the year addressing various topics as well as monthly support groups.

-Caregiver Ice Cream Social – Networking with Other Caregivers

-Caregiver Resource Guide – A guide to direct caregivers (including grandparents) to local resources. (A-Z Care in Lee)

-Caregiver Time-Out- 2 hours of respite offered each Tuesday (1:00p.m. – 3:00 p.m.) to the Caregiver to allow time away and to offer crafts, snacks, cognitive stimulation and socialization

to the Care Recipient. This program is staffed by Caregiver Specialist, volunteers and serves 5-10 clients weekly. This program has grown continuously in the current Fiscal Year.

-Caring Connections Support – Caregivers and Recipients with Cancer.

-Community and Industry Health Fairs – Information Booths (6 -10 annually)

-Elder Law – Legal/Finances – Session on planning for the future. Collaborations with Edward Jones & other law firms.

-Grandparent Raising Grandchildren Discussion Group – Plans to again offer “Gran Care” as a support group addressing the needs of grandparents in our area with special programs offered annually, which include the grandchildren. (in the process of re-vamping)

-Institutional or Paid Respite Services - Provided for caregivers during trainings, conferences and seminars as well as emergencies for caregivers when funding is available.

-MS Support Group – Caregivers and recipients. (10+ attendees)

-National Caregiver Month- Activities, training and educational programs for caregivers throughout Lee County during this month of recognition.

-National Caregiver Month Dinner - with recognition of the Caregiver of the Year.

-National Family Caregiver Training Program This class is designed to help the caregiver learn the skills and knowledge they need to provide safe and confident home care. (1) class annually.

-Parkinson Support – Caregivers and Recipients. (5-15 attendees)

-Partnerships – Various programs, events and training opportunities are offered in coordination with Central Carolina Hospital, Piedmont Health SeniorCare, NC BAM, Amedisys Hospice, Moore County Department of Aging, Alzheimer’s NC, First Health of the Carolinas, Lee County Sheriff’s Department, Dennis A. Wicker Civic Center and Central Carolina Community College, Lee County Library, Lee County Partnership For Children, Vocational Rehabilitation, Lee County Cooperative Extension, Edward Jones-Dargan Moore

-Powerful Tools for Caregivers – Provide training within the community as well as to industry and the faith community (2 series annually). A six-week class for family and professional caregivers.

-Reducing Stress For Caregivers – Simple tips, tricks and techniques that caregivers can use to reduce stress.

-Stroke Support Group - Understanding what triggers strokes and unhealthy behaviors that can lead to strokes. Learning what the person is attempting to communicate can reduce stress and frustration for the caregiver and the recipient. (15+ attendees)

Additional Programs for 2018/19 as time and funding permits

- 5 Love Languages For Caregivers** – Teaches you how to identify your “love language” to help improve relationships.
- Afternoon Caregiver Informational Movie Social** – Once a quarter watch a movie such as “Being Mortal”, but have refreshments.
- Alzheimer’s Dance/Purple Party** – Raise money for Alzheimer’s NC.
- Alzheimer’s Walk** – In cooperation with Amedisys, Alzheimer’s NC & other local health agencies.
- Caregiver Retreat** – A day of pampering, information and relaxation for caregivers.
- Caring For A Loved One In The Home** – A 6 week program taught by a retired RN with useful tips on how to care for a loved one in the home
- Caring For The Caregiver** – Resources and ideas that can improve a caregiver emotionally, physically and spiritually.
- Christmas With The Caregivers** – Theatre matinee and transportation while providing respite for caregivers to give them a break.
- Dementia Seminar** – Seminar that teaches all about dementia, types, treatment, etc. Panel of professionals brought in by Amedisys.
- Mental Health Medications** – Sandhills Geriatric/Adult Mental Health Specialty Training seminar.
- Sweetheart/Valentine Caregiver Lunch** – Your care recipient is your Valentine. Celebration to honor each other and your relationship on this day. Kind of like a memory café.
- The Heart of the Caregiver** – program with NCBAM! Series of classes.
- Teepa Snow Seminar** – We are hoping to have Teepa come do a presentation.

Debbie Davidson
Director, Lee County Senior Services

Holly Hight
Senior Center Caregiver Specialist

The Enrichment Center of Lee County

*Lee County Proposal
 Budget
 FY 2019/2020*

Senior Center Caregiver Specialist	\$ 35,358.00	(estimate 28 hrs. week)
Staff Travel	400.00	
Marketing and Postage	2,675.00	
Program Materials/Ofc. Supplies	4,579.00	
Paid Respite/Institutional Services	<u>3,589.00</u>	
Total	\$ 46,601.00	

811- Information (random info to general public)	\$	13,375.00
821 - Assistance and/or Access with a Registered Client		7,000.00
831 - Individual Supports: support groups, caregiver training		8,000.00
833 – Support Group Expense		5,679.00
835 – Caregiver Training		4,779.00
841 – Professional Services		4,179.00
842 – Paid Respite	<u>\$18.00 per unit/hour*</u>	<u>3,589.00</u>

Total Grant **\$46,601.00**

Total funds for Grancare Program: **\$500.00**

*The current rate for 842 is \$18.00. Parkview In Home Aide Services, Inc. and First Choice Home Care Inc. charge \$18.00 per hour.

LEE COUNTY
Title III-D Budget and Work Plan

EVIDENCE-BASED HEALTH PROMOTION & DISEASE PREVENTION
LEE COUNTY SENIOR SERVICES

Federal/State Funds: **\$5,311**
10% Local Match: **\$590**
Total: **\$5,901**

Quarterly and end of fiscal year reporting required.

<p>Evidence-Based Programs (Title III-D Standards link)</p> <p>ONLY TIER III PROGRAMS ARE ALLOWABLE WITH THIS FUNDING</p> <p>Consumer Contributions Policy is applicable to this funding</p>	<p>https://ncdhhs.s3.amazonaws.com/s3fs-public/documents/files/iiid.pdf</p> <p>https://www.ncoa.org/resources/highest-tier-evidence-based-health-promotiondisease-prevention-programs/</p> <p>http://www.ncdhhs.gov/document/consumer-contributions-policy-and-procedures</p>
<p>FY 2020 Describe your goals, objectives and implementation timeline of Tier III evidence-based health promotion programs through June 30, 2019, including use of surplus funding to reach new or additional individuals (<i>this portion should be a continuation of last year's surplus funding work plan</i>).</p>	<p>We will provide three 20 session classes of <u>Tai Chi for Arthritis for Fall Prevention</u> evidenced based classes. We will plan the dates to diversify morning and evening to reach the working and non-working participants. The first class will begin in July, 2019, with classes running through the Fiscal Year concluding in June, 2020</p> <p>Objective: To improve both lower and upper body strength as well as improve balance and reduce falls. We will promote this class in our monthly newsletter, flyers, local newspaper, radio stations, web-sites and distribution of flyers among senior adult low-income housing areas.</p> <p>Tai Chi Instructors Fees-\$2,600.00 Program Advertising – \$456.00</p>

	<p><u>Matter of Balance</u> classes will be held in the fall and in the spring – Eight week sessions</p> <p>Objective: To emphasize practical strategies to manage falls by reducing fall risk at home, learn exercises that increase strength, balance and flexibility. View falls as controllable and set goals for increasing activity.</p> <p>Matter of Balance Instructors Fees-\$2.144.00 Advertising and Supplies- \$700.00</p>
<p>Please specify the target audience for your regular allocation:</p> <p>Describe any planned outreach activities or materials.</p>	<p>Lee County Older Adults over age 60</p> <p>Flyers, radio, local newspaper, web-site and social media sites. Distribute flyers at Senior Apartments Complexes and announce at speaking engagements. Include in our monthly newsletter.</p>
<p>If your proposal requires special training or certification of instructor(s), please list and confirm certification credentials, or describe the plan to obtain these.</p>	<p>(see attached).</p>
<p>Provide a brief description of budget and anticipated expenditures for the III-D allocation.</p> <p>(Examples include supplies, materials, travel, salary, fringes, FT/PT staff, title, outreach activities, with projected amounts.)</p>	<p>Matter of Balance Instructors Fees- \$1,500.00 Tai Chi for Arthritis/Fall Prevention Instructors Fees- \$2,500.00 Program Advertising and supplies- \$1,200.00</p>
<p>If funds are to be provided to a subcontractor, please describe</p>	<p>n/a</p>

who will receive these and how subcontractor will be monitored.	
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10% Match Source: County of Lee

Provider Authorized Signature: _____

Title: Chair-Lee County Board of Commissioners

Date:

Describe efforts to reach priority groups, as identified by the Older Americans Act in the Exhibit entitled "Title III-D County Funding Plan".



ITEM #:
II. E.

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

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

MEETING DATE: June 3, 2019

SUBJECT: Guardianship Services- Empowering Lives Contract

DEPARTMENT: Social Services

CONTACT PERSON: Angelina Noel, Director

TYPE: Consent Agenda Action Item Public Hearing Information

REQUEST	Approve to renew the contract with Empowering Lives for Guardianship Services
BUDGET IMPACT	The FY 19-20 budget includes \$30,000 in both expenditures and revenues that is funded by Sandhills LME. These are reinvestment dollars provided by Sandhills Center, LME, no county funding. No change in funding request from FY 18-19.
ATTACHMENTS	Empowering Lives Contract
PRIOR BOARD ACTION	None
RECOMMENDATION	Approve the renewal contract for Empowering Lives
SUMMARY	

This is the renewal of a contract with Empowering Lives to provide monthly services for up to 10 of Lee County Social Services' guardianship cases. Guardianship cases are those in need of supervision and there are no family members willing or able to accept that responsibility. If no other individual can be found to accept these responsibilities, they are assigned to Social Services by the courts. As part of Sandhills Center reinvestment funding back into our county, they are providing the funds that allows social services to contract for this service. The cases that Empowering Lives handles are those requiring the services unique to that particular client such as mental health treatment, restoring competency when appropriate, etc.

This has been an arrangement that has benefited our agency as the administrative funding source for Social Services staff to provide this service is capped and underfunded with increasing county costs for this mandated service. In addition, we feel the service from the contractor has been successful due to the criteria we use to select the cases filling the slots.

Empowering Lives invoices the county monthly for services provided. Once payment is made, Lee County Social Services requests reimbursement from Sandhills Center. This contract is 100% funded by Sandhills Center.

Contract # 1 19/20 Fiscal Year Begins July 1, 2019 Ends June 30, 2020

This contract is hereby entered into by and between the Lee County Department of Social Services (the "County") and Empowering Lives Guardianship Services, LLC (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number is 27-3721789 and DUNS Number (required if funding from a federal funding source).

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) *If applicable*, HIPAA Business Associate Addendum (checklist and forms)
- (8) State Certification (Attachment M)
- (9) Certification of Eligibility Under the Iran Divestment Act
- (10) 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 July 1, 2019 and shall terminate on June 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 \$ 30,000.00. This amount consists of \$ 0 in Federal funds (CFDA # _____), \$ 0 in State Funds, \$0 in County funds

a. There are no matching requirements from the Contractor.

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

In-kind

Cash

Cash and In-kind

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, DSS Director	Name & Title	Angelina Noel, DSS Director
County	Lee	County	Lee
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 ext. 5257		
Fax	919-718-4634		
Email	anoel@leecountync.gov		

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Stacey Skradski, Member Mgr.	Name & Title	Stacey Skradski, Member Mgr.
Company Name	Empowering Lives Guardianship	Company Name	Empowering Lives Guardianship
Mailing Address	PO Box 20786	Street Address	725 N. Highland Ave., Suite 117
City State Zip	Winston Salem, NC 27101	City State Zip	Winston Salem, NC 27101
Telephone	336-714-9790 ext. 1001		336-655-2580
Fax	1-855-771-8948		
Email	stacey@empoweringlivesguardianship.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:

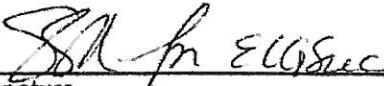
Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment, 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 delted 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.

	<u>5/14/19</u>
Signature	Date
<u>STACY SUCROSKI for Empowering Lives Guardianship</u>	<u>Member Manager</u>
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/underinsured 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 27-3721789
Contract # 1 19/20**

A. CONTRACTOR INFORMATION

1. Contractor Agency Name: Empowering Lives Guardianship Services, LLC
2. *If different* from Contract Administrator Information in General Contract:
Address

Telephone Number: Fax Number: Email:

3. Name of Program (s): Guardianship
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):

- Empowering Lives Guardianship Services, LLC shall provide adult guardianship services to incompetent adults as directed by court order.
- Empowering Lives Guardianship Services, LLC shall comply with all requirements of the Order of Appointment entered by the Clerk of Court and meet qualification set forth in Chapter 35A of the North Carolina General Statutes. Contractor warrants that it has read and understands those duties and qualifications.
- Empowering Lives Guardianship Services, LLC shall arrange for the care, comfort and maintenance of each ward, and provide services in the least restrictive living environment.
- Empowering Lives Guardianship Services, LLC shall make DSS aware of any terminations of guardianship appointments within five (5) business days of termination.
- Ensure that members of staff who provide services to wards attend “Basic Skills Guardianship Training” offered by the NC Division of Adult and Aging Services.
- Conduct a minimum of one face-to-face visit with each ward every 90 calendar days and have contact with the ward and/or ward’s caregiver at least once each calendar month.
- Obtain legal counsel, at its sole expense, when such is required to fulfill its statutory duties pursuant to Chapter 35A of the North Carolina General Statute.
- Maintain an individual guardianship record for each ward served, including a current guardianship service plan developed from strengths and needs identified from an assessment of the ward’s situation, ongoing notes and documentation of all guardianship contacts and services and other relevant documentation.
- Complete and maintain all reports required by the Clerk of Court and maintain a copy of each report in the ward’s record. These reports shall include, but are not limited to, any required annual accountings and the yearly status report sent to the Clerk of Court, which includes:

1. A report or summary of recent medical and dental examinations of the ward by one or more physicians and dentists;
 2. A report of the guardian's performance of the duties set forth in Chapter 35A of the North Carolina General Statute and in the Clerk's order appointing the guardian;
 3. A report on the ward's residence, education, employment and rehabilitation or habilitation;
 4. A report of the guardian's effort to restore competency;
 5. A report of the guardian's efforts to identify alternative guardians;
 6. A report of the guardian's efforts to seek alternatives to guardianship;
 7. The guardian's recommendation for implementing a more limited guardianship; and
 8. Any additional reports or information required by the Clerk of Court.
- Empowering Lives Guardianship Services, LLC will allow Department of Social Services staff the ability to monitor records to ensure that all aspects of the contract are being performed.

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.

The Department of Social Services will pay Empowering Lives Guardianship Services, LLC a fee of \$250.00 per ward per month for a maximum of ten (10) wards during fiscal year 2018-2019.

D. Number of units to be provided:

E. Details of Billing process and Time Frames; Empowering Lives Guardianship Services, LLC will submit monthly invoices to the Department of Social Services. Invoices received by the 10th of the month will be paid by the last working day of the month. Empowering Lives Guardianship Services, LLC must provide guardianship services to a ward for at least the first day of the month for which payment is requested in order to receive payment for the named ward.

F. Area to be served/Delivery site(s): Lee County citizens to be served.

(Signature of County Authorized Person)

(Date Submitted)

[Handwritten Signature]
(Signature of Contractor) Empowering Lives Guardianship LLC
5/14/19

(Date Submitted)

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ATTACHMENT C

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS AND CERTIFICATION REGARDING NONDISCRIMINATION

Lee County Department of Social Services/Human 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

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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. 725 N. Highland Ave.
(Street address)

Winston Salem, NC 27101
(City, county, state, zip code)

2. 1001 Navaho Drive, Suite 202
(Street address)

Raleigh, NC 27609
(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.

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<u><i>[Handwritten Signature]</i></u> Signature	<u>Member Manager</u> Title
--	--------------------------------

<u>Empowering Lives Guardianship Services</u> Agency/Organization	<u>5/14/19</u> Date
--	------------------------

(Certification signature should be same as Contract signature.)

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ATTACHMENT D

Conflict of Interest Policy

Instructions: *(Use this for all contracts. Page one is to be completed by the Contractor and a copy of the Contractor's conflict of interest policy must be submitted. The Contractor can adopt page 1 and 2 as their conflict of interest policy or attach their current adopted policy. Note: Verification is needed on a yearly basis. For contracts extending more than one state fiscal year, the contract file must include documentation that the Conflict of Interest Policy has not changed from the previous year. If the policy has changed, a new conflict of interest policy must be submitted. Remember to delete all instructions in blue italic. (highlighted in yellow).)*

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

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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:

Empowering Lives Guardianship Services LLC
Name of Organization

[Signature]
Signature of Organization Official

5/14/19
Date

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NOTARIZED CONFLICT OF INTEREST POLICY

State of North Carolina

County of Forsyth

I, Michael N. Burns, Notary Public for said County and State, certify that

Stacey Skroski, Member Manager personally appeared before me this day and acknowledged

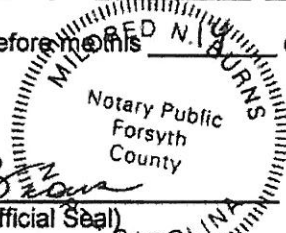
that he/she is a Member Manager of

EMPOWERING LIVES GUARDIANSHIP SERVICES LLC (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 14 day of May, 2019.

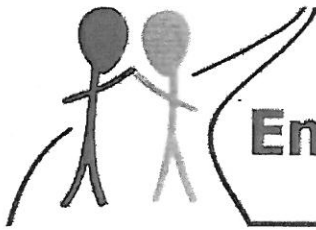
Sworn to and subscribed before me this 14 day of May, 2019

Michael N. Burns
(Official Seal)



Notary Public

My Commission expires 10-4-2022, 20__



Empowering Lives

Guardianship Services, LLC

05/14/2019

Office Locations:

725 N. Highland Ave., Ste. 117, Winston-Salem, NC
Voice (336) 714-9790

1001 Navaho Drive, Suite 202, Raleigh, NC
Voice (919)799-2223

Mailing: P.O. Box 20786, Winston-Salem, NC 27120

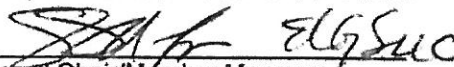
To: Lee County Department of Social Services/Human Services

Certification:



We certify that Empowering Lives Guardianship Services LLC 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:

Stacey Skradski being duly sworn, say that I am the Member Manager (Board Chair) of Empowering Lives Guardianship Services LLC] of Winston-Salem in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of my knowledge and was made and subscribed by me. I also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.


Board Chair/Member Manager

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


(Notary Signature and Seal)


My Commission Expires: 10-4-2022

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."

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Lee County Department of Social Services/Human Services
DEPARTMENT OF HEALTH AND HUMAN SERVICES
BUSINESS ASSOCIATE ADDENDUM

This Agreement is made effective the ___ day of _____, 20___, by and between Lee County Department of Social Services ("Covered Entity") and Empowering Live Guardianship Services, LLC ("Business Associate") (collectively the "Parties").

1. BACKGROUND

- a. Covered Entity and Business Associate are parties to a contract entitled (identify contract) Guardianship Services (the "Contract"), whereby Business Associate agrees to perform certain services for or on behalf of Covered Entity.
- b. Covered Entity is an organizational unit of Lee County as the Lee County Department of Social Services (DSS) as a health care component for purposes of the HIPAA Privacy Rule.
- c. The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is or may be a "business associate" within the meaning of the HIPAA Privacy Rule.
- d. The Parties enter into this Business Associate Addendum to the Contract with the intention of complying with the HIPAA Privacy Rule provision that a covered entity may disclose protected health information to a business associate, and may allow a business associate to create or receive protected health information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.

2. DEFINITIONS

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

- a. "HIPAA" means the Administrative Simplification Provisions, Sections 261 through 264, of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- b. "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- c. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- d. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- e. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.103.
- f. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his designee.

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(Contractor) Empowering Lives

- g. Unless otherwise defined in this Agreement, terms used herein shall have the same meaning as those terms have in the Privacy Rule.

3. OBLIGATIONS OF BUSINESS ASSOCIATE

- a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.
- b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- d. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
- e. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- f. Business Associate agrees to provide access, at the request of Covered Entity, to Protected Health Information in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
- g. Business Associate agrees, at the request of the Covered Entity, to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526.
- h. Unless otherwise prohibited by law, Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Lee County Department of Social Services, in a time and manner designated by the Secretary, for purposes of the Lee County Department of Social Services determining Covered Entity's compliance with the Privacy Rule.
- i. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, and to provide this information to Covered Entity or an Individual to permit such a response.

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4. PERMITTED USES AND DISCLOSURES

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

5. TERM AND TERMINATION

- a. **Term.** This Agreement shall be effective as of the effective date stated above and shall terminate when the Contract terminates.
- b. **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:
 - 1) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement and services provided by Business Associate, to the extent permissible by law, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

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- 2) Immediately terminate this Agreement and services provided by Business Associate, to the extent permissible by law; or
- 3) If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy Rule.

c. **Effect of Termination.**

- 1) Except as provided in paragraph (2) of this section or in the Contract or by other applicable law or agreements, upon termination of this Agreement and services provided by Business Associate, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- 2) In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

6. GENERAL TERMS AND CONDITIONS

- a. This Agreement amends and is part of the Contract.
- b. Except as provided in this Agreement, all terms and conditions of the Contract shall remain in force and shall apply to this Agreement as if set forth fully herein.
- c. In the event of a conflict in terms between this Agreement and the Contract, the interpretation that is in accordance with the Privacy Rule shall prevail. In the event that a conflict then remains, the Contract terms shall prevail so long as they are in accordance with the Privacy Rule.
- d. A breach of this Agreement by Business Associate shall be considered sufficient basis for Covered Entity to terminate the Contract for cause.

SIGNATURES: _____

SA for EUG Sec

Date: _____

5/14/19

This document will be used to determine if you have a business associate relationship with a contractor. This form should be completed on all contracts that have a HIPAA covered health care component. This would include all health related information.

Contractor: Empowering Lives Contract Number: #1 19/20 Date: _____

HIPAA ASSESSMENT FORM

Questions	Notes	Steps
1. Has a relationship been initiated Yes allows the contractor to perform a function or activity for, or on behalf of, County Department of Social Services HIPAA covered health care component?		YES—Go to Question 2. NO—Stop. There is no business associate relationship.
2. Is the function or service to be Yes rendered by the contractor on an activity other than treatment of clients?	NOTE: The sharing of Individually identifiable health information with another treatment contractor for treatment purposes only does not require a business associate agreement. See 45 CFR §164.502(e)(1)(ii)(A)	YES—Go to Question 3. NO—Stop. There is no business associate relationship.
3. Does the function or service to Yes be rendered by the contractor involve the use or disclosure of the County Department of Social Services individually identifiable health information?	NOTE: Data that does not contain A County Department of Social Services individually identifiable health information is not covered by HIPAA and thus does not have to be protected through a business associate agreement.	YES--Go to Question 4. NO—Stop. There is no business associate relationship.
4. Are the services rendered by No staff from the contractor performed on the premises of the covered health care component, using the component's resources and following the component's policies and procedures?	NOTES: Whenever a service is rendered on the premises of a covered component, utilizing the component's resources and following the component's policies and procedures, the person rendering such services is considered a member of the component's workforce, and is required to comply with the component's privacy policies and procedures. No business associate agreement is required.	NO—Got Question 5. YES—Stop. There is not business associate relationship.
5. Is the contractor performing a Yes type(s) of function/activity for or on the behalf of the County Department of Social Services HIPAA covered health	Check appropriate service(s): <input type="checkbox"/> Attorney Representing Agency <input checked="" type="checkbox"/> Benefits Management	YES—You have identified a business associate relationship. The specified function/activity, which involves the sharing of individually identifiable

<p>component that is directly related to the covered health component's continued operation?</p>	<ul style="list-style-type: none"> <input type="checkbox"/> Patient Accounts Billing <input type="checkbox"/> Claims Processing <input type="checkbox"/> Claims Administration <input type="checkbox"/> Bill Collections <input checked="" type="checkbox"/> Professional Services <input checked="" type="checkbox"/> Special Population Assessments <input type="checkbox"/> Data Analysis <input type="checkbox"/> Data Processing <input type="checkbox"/> Data Administration <input type="checkbox"/> JCAHO <input type="checkbox"/> Council on Accreditation <input type="checkbox"/> Re-pricing <input type="checkbox"/> Rate Setting <input type="checkbox"/> Practice Management <input type="checkbox"/> Software Support <input checked="" type="checkbox"/> Utilization Review <input checked="" type="checkbox"/> Quality Assurance Contract Analysis <input type="checkbox"/> Central Office Supervision <input type="checkbox"/> Security <input type="checkbox"/> Dietary <input type="checkbox"/> Machine Maintenance <input type="checkbox"/> Facility Maintenance <input type="checkbox"/> Landscaping <input type="checkbox"/> Housekeeping <input type="checkbox"/> Hardware Support <input checked="" type="checkbox"/> Audits/Surveys <input type="checkbox"/> Purchasing 	<p>health information, is provided by the contractor. This constitutes a business associate relationship as such information must be protected the same as required of the HIPAA covered health care component. There are two types of business associate relationships: External Business Associate relationships: You have indentified an External business associate relationship if you are contracting with any entity outside city, county or state government. A <u>Business Associate Addendum</u> must be signed and included with the contract. If you are completing a Memorandum of Agreement (MOA) with a governmental entity the <u>Government Associate Addendum</u> must be utilized.</p> <p>NO—STOP. There is no business associate relationship.</p>
<p>ADDITIONAL REQUIRMENTS</p>		
<p>NOTE: Make sure all county requirements are met for internally notifying the correct parties for External and Internal Business Associates</p>		

Rev: 7-1-2013

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(Contractor) Empowering Lives

Attachment M

State Certification

Contractor Certifications Required by North Carolina Law

Instructions

The person who signs this document should read the text of the statutes listed below and consult with counsel and other knowledgeable persons before signing.

- The text of Article 2 of Chapter 64 of the North Carolina General Statutes can be found online at: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf
- The text of G.S. 105-164.8(b) can be found online at: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf
- The text of G.S. 143-48.5 (S.L. 2013-418, s. 2.(d)) can be found online at: <http://www.ncga.state.nc.us/Sessions/2013/Bills/House/PDF/H786v6.pdf>
- The text of G.S. 143-59.1 can be found online at: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf
- The text of G.S. 143-59.2 can be found online at: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf
- The text of G.S. 147-33.95(g) (S.L. 2013-418, s. 2. (e)) can be found online at: <http://www.ncga.state.nc.us/Sessions/2013/Bills/House/PDF/H786v6.pdf>

Certifications

- (1) 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

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.

- (2) 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

Contract #1 19/20
(Contractor) Empowering Lives

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.

- (3) 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.
- (4) 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.

<u>Empowering Lives Guardianship Services LLC (ELG Suc)</u>	
Contractor's Name	
<u>[Signature]</u> ELG Suc	5/14/19
Signature of Contractor's Authorized Agent	Date
<u>Stacey Skradski for ELG Suc</u>	
Printed Name of Contractor's Authorized Agent	Title
<u>X Mildred N. Burns</u>	
Signature of Witness	Title
<u>X Mildred N. Burns</u>	5-14-19
Printed Name of Witness	Date

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

The County of Lee North Carolina

Vendor/Contractor Name: EMPOWERING LIVES GUARDIANSHIP SERVICES LLC

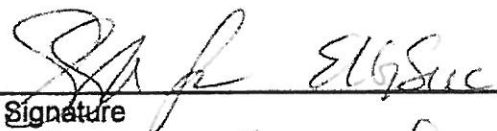
**IRAN DIVESTMENT ACT CERTIFICATION
REQUIRED BY N.C.G.S. 147-86.59**

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
Smiley SURADZKI for ELG LLC
Printed Name

5/14/19
Date
MEMBER MANAGER
Printed Title



ITEM #:
II. F.

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

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

MEETING DATE: June 3, 2019

SUBJECT: Contract between the County of Lee Transit System and the Trustees of Central Carolina Community College

DEPARTMENT: Lee County Senior Services/COLTS

CONTACT PERSON: Debbie Davidson

TYPE: Consent Agenda Action Item Public Hearing Information

REQUEST	Approve Contract for Transportation Services between COLTS and The Trustees of Central Carolina Community College
BUDGET IMPACT	Approximately \$36,000 – Contract Revenue for COLTS
ATTACHMENTS	Contract
PRIOR BOARD ACTION	NA
RECOMMENDATION	Approve Contract for Transportation Services between COLTS and the Trustees of CCCC
SUMMARY	

Central Carolina Community College contracts with COLTS to provide students in the Adult Education Department with transportation service to and from day classes.

TRANSPORTATION AGREEMENT

THIS AGREEMENT, as set forth herein between Lee County Senior Services, the proponent agency, (hereinafter referred to as LCSS), for the County of Lee Transit System, (hereinafter referred to as COLTS), and The Trustees of Central Carolina Community College, 1105 Kelly Drive, Sanford, N.C. 27330, (hereinafter referred to as the Agency), represents a mutual understanding and agreement whereby LCSS will provide to the Agency certain services as set forth below.

1. Purpose

The purpose of this Agreement is to provide efficient and effective specialized transportation for clients of the Agency with local and out-of-county transportation service as a part of LCSS's coordinated transportation system.

2. Obligation of The Parties

A. LCSS shall:

1. Be responsible for the administration of the program.
2. Agree to keep and maintain good and proper business records of all services and charges provided for under this Agreement. The source of those records shall be information supplied by the Agency and LCSS.
3. Make all books and records maintained by LCSS pertaining to this Agreement available to the Agency or its representatives for the purpose of inspection or audit during normal business hours and upon reasonable notice.
4. Submit to the Agency, on or above the fifth (5th) working day of each month, a statement based on the rates set forth hereinafter as the rates at which the Agency must reimburse LCSS for the costs of transportation services rendered to or for said Agency during the previous month. Within said monthly statement, LCSS will provide a report of the total number of clients transported for the Agency and number of trips plus destinations traveled by Agency clients.
5. Every effort will be made to provide transportation on an emergency non-medical basis.
6. **Disruptive Behavior:** A passenger's right to transportation can be terminated by COLTS due to misconduct of the passenger. Disruptive or abusive behavior to other passengers or the driver will not be tolerated. **EXAMPLES –** profanity, possession of weapons, eating, drinking, smoking, loud talk or

singing, intoxication.

7. Operations during Inclement Weather – Please refer to COLTS Inclement Weather Policy.
8. LCSS agrees to hold all information we may access about consumers or former consumers confidential and will not divulge any information to unauthorized individuals.

B. The Agency shall:

1. Determine eligibility of clients to be transported and coordinate daily requirements with transportation system dispatcher.
2. Provide LCSS (or its designated representative) the time and location of pickups and discharges, the names, telephones, and special needs (e.g. vans with wheelchair lift) of the clients to be serviced at the latest by 12:00 noon two workdays before.
3. Provide LCSS with adequate notice of cancellation of prescheduled transportation. “Adequate Notice” is defined as two (2) hours.
4. Reimburse the County for all transportation services rendered at the rates hereinafter set out:
 - (a) Within the county transportation will be billed at the rate of \$9.50 per person, per trip, including all no-shows.
5. LCSS may adjust these rates at any time with said new rate taking full force and effect upon the Agency receiving and signing a new agreement.
6. Insure that no trips are taken involving transportation of Agency clients for religious or political activities and/or events as these type trips are prohibited by Federal law.

C. General Terms

1. This Agreement shall take effect as of July 1, 2019 and shall be effective through the end of the County's fiscal year, June 30, 2020.
2. Any modification or amendments to this Agreement shall be in writing and when signed by all parties shall be made a part hereof.
3. This Agreement may be terminated by either party upon giving a thirty day written notice.
4. All notices and other communications pertaining to this Agreement shall be in writing and shall be deemed to have been given by a party hereto if personally

delivered to the other party or if sent by certified mail, return receipt requested, postage prepaid. A notice sent by certified mail shall be deemed to be given on the third business day after the mailing date.

5. Failure to enforce any provisions of this Contract shall not be construed as waiver of such provision or otherwise affect the validity of this Contract.
6. If any provision of this Contract is adjudicated invalid by any court of competent jurisdiction, such invalidity will not affect the remainder of this contract.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and date first above written in a number of counterparts, each of which shall without proof or accounting for other counterparts, be deemed an original Contract. The Agency and LCSS each represent the individual signing this Agreement on its behalf and has the power and authority to enter into this Agreement, and that this Agreement constitutes a valid and binding obligation of each party.

Executed this the ___ day of _____ 2019

LEE COUNTY SENIOR SERVICES (LCSS)

By: _____
Amy M. Dalrymple Chair Lee County Board of
Commissioners

Central Carolina Community College
(The Agency)

By: 
Name

Title: VP of Adm. Servs

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

E-VERIFY ADDENDUM

CONTRACTOR/VENDOR agrees that it shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR/VENDOR utilizes a subcontractor, CONTRACTOR/VENDOR agrees that it shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

Dated this the 8th day of May, 2019.



Contractor/Vendor

VP R Admin Services

Title



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: June 3, 2019

SUBJECT: Contract with DLP Central Carolina Medical Group, LLC

DEPARTMENT: Human Resources

CONTACT PERSON: Joyce McGehee

TYPE: Consent Agenda Action Item Public Hearing Information

REQUEST	Approve contract with DLP Central Carolina Medical Group, LLC
BUDGET IMPACT	Costs for 2019/2020 is approximately \$120,000
ATTACHMENTS	Contract
PRIOR BOARD ACTION	None
RECOMMENDATION	Approve contract with DLP Central Carolina Medical Group, LLC and authorize the Chair to sign required documents
SUMMARY	

Lee County implemented an employee wellness clinic in March of 2018 to provide on-site acute care for employees and employee's dependents who are on the County's Health Insurance Plan. We feel the wellness clinic has had a significant impact for the County. The BCBS insurance premiums were a no increase for the 2019/2020 year.

Employees are using the clinic and we have received much appreciation for the services provided.

DLP Central Carolina Medical Group, LLC. provides a Nurse Practitioner and a Certified Medical Assistant. The Group provides the licensing and professional liability insurance for One Million and 00/100 Dollars per occurrence. A licensed physician employed by DLP Central Carolina Medical Group, LLC, supervises the wellness clinic.

There is no increase in fees for the operation of the wellness clinic in the upcoming year. In addition, the DLP Central Carolina Medical, LLC. added an additional 5 hours per week to the operation of the wellness clinic.

FIRST AMENDMENT TO OCCUPATIONAL HEALTH SERVICES AGREEMENT

This First Amendment to Occupational Health Services Agreement (the "Amendment"), is made effective as of the 1st day of July, 2019 (the "Effective Date"), by and between DLP Central Carolina Medical Group, LLC ("Agency") and Lee County Government ("Client").

WHEREAS, Agency and Client entered into that certain Occupational Health Services Agreement effective as of April 1, 2018 (the "Agreement"); and

WHEREAS, any capitalized term used, but not otherwise defined, herein shall have the same meaning ascribed to such term as set forth in the Agreement; and

WHEREAS, Client and Agency have mutually agreed to extend the Term of the Agreement, and desire, pursuant to Section 3.1 of the Agreement, to memorialize such extension by way of this Amendment, as more particularly set forth herein.

NOW THEREFORE, the Agreement is hereby amended as follows:

1. **Term of Agreement.** The Term of the Agreement is hereby extended for an additional twelve (12) months, and thus now continues through June 30, 2020.
2. **Miscellaneous.** Except as specifically amended herein, all terms and conditions of the Agreement shall remain in full force and effect, except as otherwise amended in writing. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Amendment. The counterparts of this Amendment may be executed and delivered by facsimile or other electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

IN WITNESS WHEREOF, Agency and Client have duly executed this Amendment with an Effective Date as set forth above.

AGENCY:
DLP Central Carolina Medical Group, LLC

Mark E. Pickett
Regional Vice President, Physician Services

Date

AGENCY:
Lee County Government

By: _____

Printed Name: _____

Title: _____

Date: _____

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



Lisa G. Minter, Finance Director

3/23/19
Date

DLP Central Carolina Medical Group - Wellness Clinic

OCCUPATIONAL HEALTH SERVICES AGREEMENT

This Occupational Health Services Agreement (the "Agreement") is made effective as of the 1st day of April, 2018 (the "Effective Date"), by and between DLP Central Carolina Medical Group, LLC ("Agency") and the Lee County Government ("Client").

WHEREAS, Client is need of providers that are qualified and duly licensed to provide occupational health services to its eligible employees at Client's on-site Employee Health Clinic (the "Employee Health Clinic");

WHEREAS, Agency employs providers that are qualified and duly licensed to provide occupational health services; and

WHEREAS, Agency desires to provide and Client desires to acquire certain occupational health services as more particularly set forth herein.

NOW THEREFORE, in consideration of the mutual promises contained herein, it is agreed:

1. DESCRIPTION OF SERVICES.

- 1.1 Overview of Services. Agency will provide services to support Client in its goals to effectively contain operational expenses and increase organizational productivity by providing onsite occupation health services (the "Services") at Client's on-site Employee Health Clinic.
- 1.2 Staffing of Client's Employee Health Clinic. Agency will provide Client with one (1) nurse practitioner (the "Nurse Practitioner") and one (1) certified medical assistant (the "CMA") (the Nurse Practitioner and CMA are herein collectively referred to as the "Providers"), whose responsibilities shall include the provision of both occupational health and employee health services. The Providers will be employees or contractors of Agency, where all credentialing, supervision, and associated labor costs will be the responsibility of the Agency. Agency shall facilitate the integration of the Providers into Client's existing resources and infrastructure, and Agency shall assist in providing initial and continued training and support of the Providers.
- 1.3 Provider Recruitment. Agency is responsible for the recruitment and retention of the Providers. Agency and Client will mutually agree on the best Providers for the Employee Health Clinic. In the event Client deems a Provider fails to perform professional occupational health and employee health services at the Employee Health Clinic to the reasonable satisfaction of the Client, the Client and Agency shall work collaboratively to either (i) identify a mutually agreeable course of action for any such Provider to demonstrate his/her capabilities for continued performance under this Agreement; or (ii) identify a mutually-agreed upon replacement Provider.
- 1.4 Operations. Agency shall provide guidance and resources in efforts to optimize the clinical experience for both Client and its employees. Agency will customize care delivery systems to Client's specific preferences (within reason), and will introduce new evidence-based practices as they become available.
- 1.5 Location of Employee Health Clinic. Client's Employee Health Clinic will be located on Client's property, where all associated facility costs will be the responsibility of Client. The Providers will have access to Client telephone and internet networks at no additional fees to Agency.
- 1.6 Hours of Operation. Agency shall provide the Services at the Employee Health Clinic on a schedule as mutually agreed upon by both parties (the "Hours of Operation"). The Hours of Operation may be changed as needed, subject to the mutual agreement of both parties. Patients seeking care for personal and/or work-related injuries and illnesses outside of the Hours of Operation shall seek care at the emergency room or 911 for emergent matters. For non-emergent personal and/or work-related injuries and illnesses needing immediate attention outside of the Hours of Operation, Client's employees shall seek care from their primary care physicians' offices and/or an urgent care center.
- 1.7 Emergencies. All emergent matters shall be handled by calling 911. The Providers can facilitate the transfer of patients to Agency's emergency department. Agency shall not assume authority of the patient's care in these situations, and shall follow the protocol as mutually agreed upon by Agency and Client.

- 1.8 Supplies. Client shall provide any expendable supplies, equipment, and services necessary for the proper operation of the Services. Additionally, Client shall be responsible for the maintenance and all associated costs of medications, vaccines, immunizations, etc. for the proper operation of Services. Agency hereby agrees to provide Client a list of supplies needed for the proper operation of the Services on a monthly basis during the Term of the Agreement.

2. COMPENSATION AND BILLING

- 2.1 Compensation. Client shall pay Agency the fees set forth in Exhibit A, attached hereto and incorporated herein by reference (the "Compensation").
- 2.2 Billing. Agency will be responsible to submit invoices directly to Client for whom the Services are provided based on Agency's then-current policies. Invoices submitted by Agency shall be rendered to Client on a monthly basis, and Client shall pay Agency the Compensation within thirty (30) days from Client's receipt of such invoices. Each invoice shall indicate the Services provided and rate charged to Client.

3. TERM AND TERMINATION

- 3.1 Term of the Agreement. This Agreement shall commence on the Effective Date and shall continue through June 30, 2019 (the "Term"). This Agreement may be extended upon the expiration of the Term upon the mutual agreement of the Client and Agency, with any such extension of the Term being memorialized in a written amendment to this Agreement that is executed by Client and Agency.
- 3.2 Termination Without Cause. Either party may terminate this Agreement, without cause, by providing not less than sixty (60) days' prior written notice stating the intended date of termination.
- 3.3 Termination For Cause by Client. Client may immediately terminate this Agreement in the event that (a) Client, if applicable, undergoes a general assignment for benefit of creditors, files a petition for relief in bankruptcy or under similar laws for the protection of debtors, or upon the initiation of such proceedings against Client if the same are not dismissed within forty-five (45) days of service; or (b) Medicare, Medicaid, or any other federal, state, or local legislative or regulatory authority adopts any rule, regulation, policy, procedure or interpretation thereof that, on advice of Client's fiscal or legal counsel, requires that this Agreement be terminated.
- 3.4 Termination For Cause by Agency. Agency may immediately terminate this Agreement in the event that (a) Agency, if applicable, undergoes a general assignment for benefit of creditors, files a petition for relief in bankruptcy or under similar laws for the protection of debtors, or upon the initiation of such proceedings against Agency if the same are not dismissed within forty-five (45) days of service; (b) Medicare, Medicaid, or any other federal, state, or local legislative or regulatory authority adopts any rule, regulation, policy, procedure or interpretation thereof that, on advice of Agency's fiscal or legal counsel, requires that this Agreement be terminated; or (c) Agency closes or loses Medicare certification.
- 3.5 Termination for Material Breach. In addition to any other termination rights that either party may have under this Agreement, either party may terminate this Agreement at any time in the event the other party engages in an act or omission constituting a material breach of any term or condition of this Agreement. The party electing to terminate this Agreement shall provide the breaching party with written notice specifying the nature of the breach. The breaching party shall then have twenty (20) days from the date of the notice in which to remedy the breach and conform its conduct to this Agreement. If such corrective action is not taken within the time specified, this Agreement shall terminate at the end of the twenty (20)-day period without further notice or demand.

4. ELIGIBILITY OF PARTICIPATION AND CONSIDERATIONS FOR CLIENT'S EMPLOYEES

- 4.1 Eligibility of Participation. In order for Client's employees to participate in the Employee Health Clinic program, the employee must (i) be a current employee of Client upon the day of treatment or appointment and (ii) provide Client-

provided employee identification when seeking treatment in Employee Health Clinic. Spouses and/or dependents of Client's employees are eligible to participate in the Employee Health Clinic program.

- 4.2 Considerations. Eligible employees of Client participating in the Employee Health Clinic program will (i) not be charged a fee (i.e., copay) for participating in the Employee Health Clinic program; (ii) provide a signed Consent for Treatment form to one of the Providers; and (iii) provide written authorization to one of the Providers in order for Providers to communicate with their primary and/or ancillary provider(s).

5. MISCELLANEOUS

- 5.1 Governing Law. This Agreement shall be governed by the laws of State of North Carolina.
- 5.2 Insurance. Client and Agency shall (i) maintain in force at all pertinent times at each party's sole expense a policy of general and professional liability insurance in the minimum amount of One Million and 00/100 Dollars (\$1,000,000.00) per occurrence, Three Million and 00/100 Dollars (\$3,000,000.00) in the annual aggregate and (ii) if applicable, participate in the appropriate state compensation fund. Each party shall furnish, at the other party's request, a Certificate of Insurance evidencing the aforementioned coverage.
- 5.3 Indemnification. *Intentionally Omitted.*
- 5.4 Change of Circumstances. In the event that Medicare, Medicaid, any third-party payor or any federal, state or local legislative or regulatory authority adopts any law, rule, regulation, policy, procedure or interpretation thereof that establishes a material change to the manner of either party's operations under this Agreement and/or the costs related thereto, which changes do not give rise to immediate termination under Section 3 of this Agreement then, upon the request of either party materially affected by any such change in circumstances, the parties shall enter into good-faith negotiations for the purpose of establishing such amendments or modifications as may be appropriate in order to accommodate the new requirements and change of circumstances while preserving the original intent of this Agreement to the greatest extent possible. If, after thirty (30) days of such negotiations, the parties are unable to reach an agreement as to how or whether this Agreement shall continue, then either party may terminate this Agreement upon thirty (30) days' prior written notice.
- 5.5 Independent Contractor. The parties are independent contractors and not employees, agents, partners of, or joint ventures with the other party; and neither party shall have the authority to act as an agent for the other party.
- 5.6 Alternate Dispute Resolution. *Intentionally Omitted.*
- 5.7 Confidentiality. *Intentionally Omitted.*
- 5.8 Regulatory Requirements. The parties expressly agree that nothing contained in this Agreement shall require Client to refer or admit any patients to, or order any goods or services from Agency. Notwithstanding any unanticipated effect of any provision of this Agreement, neither party will knowingly or intentionally conduct itself in such a manner as to violate the prohibition against fraud and abuse in connection with the Medicare and Medicaid programs (42 USC Section 1320a-7b).
- 5.9 Master Contract Database. To the extent required by 42 C.F. R. section 411.357 (d) (1) (ii), all service agreements between Agency and Client are maintained electronically in a master contract database that is maintained and updated centrally and is available for review upon request by an authorized governmental official.
- 5.10 Non-Discrimination. Agency and Client do not discriminate against any person on the basis of race, color, national origin, disability or age in admission, treatment, program participation, services, activities or employment.
- 5.11 Promotion/Publication. Client prohibits the use of Client's name by any vendor or independent contractor, or the use of any name of Client's parent company, subsidiaries, or affiliated facilities in any advertisement, press statement, or release, website, published customer list, or any publication or dissemination similar to the foregoing without receiving in advance the express written permission from Client's Chief Executive Officer. Any request for permission should include the complete text of the publication, statement, or document in

which the name usage will appear and be subject to edit by Client. Agency prohibits the use of Agency's name by any vendor or independent contractor, or the use of any name of Agency's parent company, subsidiaries, or affiliated facilities in any advertisement, press statement, or release, website, published customer list, or any publication or dissemination similar to the foregoing without receiving in advance the express written permission from Agency's Chief Executive Officer. Any request for permission should include the complete text of the publication, statement, or document in which the name usage will appear and be subject to edit by Agency.

- 5.12 HIPAA. Agency is being engaged solely for the provision of professional services, which the parties agree constitute a "treatment use" of "protected health information." Agency will inform Client in the event that Agency is asked to perform any administrative services that would make Agency a business associate of Client (as defined under the federal privacy regulations set forth at 45 CFR Part 160 and Part 164 (the "HIPAA Privacy Regulations")). In the event that Agency is deemed a business associate of Client, Client and Agency will enter into Agency's form Business Associate Agreement.
- 5.13 Physician Ownership. Each party represents and warrants, at the time of execution of this Agreement, that none of its owners are physicians (publicly-traded stock excepted), that create, or might create, a referral relationship to the Agency in violation of the federal and state fraud and abuse laws and regulations; and further, that for the duration of this Agreement, each party shall notify the other party of any change in its ownership structure that would result in the creation of such a referral relationship.
- 5.14 Books and Records. As and to the extent required by law, upon the written request of the Secretary of Health and Human Services, the Comptroller General or any of their duly authorized representatives, Agency and Client shall make available those contracts, books, documents and records necessary to verify the nature and extent of the costs of providing services under this Agreement. Such inspection shall be available for up to four (4) years after the rendering of such services. If Agency and/or Client carry out any of the duties of this Agreement through a subcontract with a value of Ten Thousand and 00/100 Dollars (\$10,000.00) or more over a twelve (12)-month period with a related individual or organization, Agency and Client agree to include this requirement in any such subcontract. This section is included pursuant to and is governed by the requirements of 42 U.S.C. Section 1395x(v)(1) and the regulations thereto. No attorney-client, accountant-client, or other legal privilege will be deemed to have been waived by Agency or Client by virtue of this Agreement.
- 5.15 Notices. Any notice required or permitted to be given hereunder shall be in writing and may be given by (1) hand delivery and shall be deemed given on the date of delivery; (2) registered or certified mail and shall be deemed given the third day following the date of mailing; or (3) overnight delivery by reputable overnight delivery services such as Federal Express or UPS and shall be deemed given the following day. All notices to Client or Agency shall be addressed to Client or Agency at the following addresses:

If to Agency: DLP Central Carolina Medical Group, LLC
330 Seven Springs Way
Brentwood, TN 37027
Attn: Physician Services

With a copy to: LifePoint Health
330 Seven Springs Way
Brentwood, TN 37027
Attn: Legal Department

If to Client: Lee County Government
408 Summit Drive
Sanford, NC 27330
Attn: Joyce McGehee

- 5.16 Amendment. This Agreement may be amended at any time by written amendment signed by both parties.


- 5.17 Assignment. Neither party may assign any of its rights or obligations hereunder without the prior written consent of the other party. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
- 5.18 Partial Invalidity. In the event any provision of this Agreement is found to be legally invalid or unenforceable for any reason, the remaining provisions of the Agreement shall remain in full force and effect provided the fundamental rights and obligations remain reasonably unaffected.
- 5.19 Third-Party Beneficiaries. This Agreement is entered into for the sole benefit of Agency and Client. Nothing contained herein or in the parties' course of dealings shall be construed as conferring any third-party beneficiary status on any person or entity not a party to this Agreement, including, without limitation, any of Agency's representatives.
- 5.20 Entire Agreement. This Agreement contains the entire agreement of the parties hereto and supersedes all prior agreements, contracts and understandings, whether written or otherwise, between the parties relating to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[SIGNATURES TO APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Agency and Client have duly executed this Agreement as of the dates set out beneath their respective signatures.

AGENCY:

DLP Central Carolina Medical Group, LLC



Mark E. Pickett
Vice President, Physician Services

March 22, 2018

Date

CLIENT:

Lee County Government

By: 

Printed Name: Amy M. Dalrymple

Title: Chair, Lee County Board of Commissioners

Date: 3/19/2018

EXHIBIT A
FEE SCHEDULE

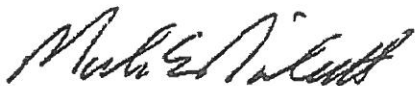
ITEM	MONTHLY FEE	ANNUAL FEE
Nurse Practitioner Services	\$9,000.00	\$108,000.00
Medical Director Supervision – Physician	\$1,000.00	\$12,000.00
TOTALS	\$10,000.00	\$120,000.00

Certifications

E-Verify Certification. CONTRACTOR/VENDOR agrees that it shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR/VENDOR utilizes a subcontractor, CONTRACTOR/VENDOR agrees that it shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

Iran Divestment Act Certification. Contractor certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.58. In compliance with the requirements of the Iran Divestment Act, Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

Dated this the 22nd day of March, 2018.



Contractor/Vendor

Vice President, Physician Services

Title

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



Lisa G. Minter, Finance Director

3/20/19
Date

DLP Central Carolina Medical Group

The County of Lee North Carolina

Vendor/Contractor Name: DLP Central Carolina Medical Group, LLC

**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.



May 22, 2019

Signature

Date

Monica Bowman

Vice President, Physician Services

Printed Name

Printed Title



ITEM #:
II. H.

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

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

MEETING DATE: June 3, 2019

SUBJECT: Memorandum of Agreement (MOA) between Lee County Schools and the Lee County Health Department.

DEPARTMENT: Health

CONTACT PERSON: William H. Cain, Health Director

TYPE: Consent Agenda Action Item Public Hearing Information

REQUEST	This is a request for the Board of Health to review/approve the Memorandum of Agreement between Lee County Schools and the Lee County Health Department.
BUDGET IMPACT	These funds of \$150,000 are budgeted in the FY 19-20 budget.
ATTACHMENTS	(1); Copy of the Memorandum of Agreement between Lee County Health Department and Lee County Schools.
PRIOR BOARD ACTION	N/A
RECOMMENDATION	The Health Department respectfully requests the Board of Health to approve the attached Memorandum of Agreement between the Lee County Health Department and Lee County Schools.

SUMMARY

The Lee County Health Department and Lee County Schools agree to cooperate in providing a comprehensive program of school health services. Achievement of goals will be through joint planning, shared implementation and maintenance of effective channels of communication between agencies.

The Board of Health voted to approve May 15th, 2019

**Memorandum of Agreement Between
Lee County Health Department
and
Lee County Schools**

Lee County Schools and Lee County Health Department share views on the appropriateness of educational and health collaboration to prevent health issues from becoming reasons for educational or social failure. Lee County Schools and Lee County Health Department agree to cooperate in providing a comprehensive program of school health services. Achievement of goals will be through joint planning, shared implementation and maintenance of effective channels of communication between agencies.

This agreement shall cover a period of August 1, 2019 to June 30, 2020.

The following components constitute the cooperative plan:

The Lee County Health Department Division of Personal Care Services will:

- A. Provide assistance in confirming positive tuberculin skin tests. The health department provides testing and follow-up only for those individuals who meet state at-risk TB standards.
- B. **Provide access to health department's medical providers such as Medical Director or Nurse Practitioner to provide a non-patient specific prescription for epinephrine auto-injectors to be used as part of the school's emergency response plan as mandated by G.S. 115C-375.1**
- C. Provide resource and referral information, answer inquiries regarding immunizations and communicable disease control, inclusive of crisis intervention.
- D. Work with the Superintendent of Schools and the Director of Student Services for intervention -and/or problem solving in any of the areas that includes health department functions.
- E. Provide supervision and liability coverage for school (health) personnel during an emergency or disaster event.
- F. To provide funds not to exceed \$150,000.00 to Lee County Schools for the purpose of supporting (one or more) (10, 11 or 12) -month nationally certified school nurse(s) or registered nurse(s) working toward certification to provide school nursing services for the 2018-2019 school year.
- G. Funding will be paid monthly upon submission of an invoice that specifies personnel and other allowable costs and that the Lee County Health Department shall pay Lee County Schools within thirty (30) days of receipt of the invoice. Any adjustments to the invoice shall be taken into account in the next succeeding invoice or as soon thereafter as reasonably practical.
- H. Funding may be used only for personnel costs (salary and fringe) and continuing education costs up to \$750 per School Nursing Funding Initiative position.

Division of Environmental Health will:

- A. Inspect school cafeterias up to four times annually.
- B. Review plans and make recommendations for new and existing water and sewage systems per request.

- D. Review plans and make recommendations for new or remodeled cafeterias as per request.
- E. Work with the Superintendent of Schools, Child Nutrition Director, and Child Nutrition Manager, if problems develop in any of the above areas.
- F. Provide educational sessions in cooperation with the Child Nutrition Director that relate to Environmental Health Procedures for food handlers and student classroom instructions per request.

The Lee County Schools will:

- A. Provide school health nurses and school health nurse services per Lee County School's protocols.
- B. Provide work areas in schools for provision of health care, as indicated.
- C. Provide access to necessary information requested for Environmental Health and EPI Investigations.
- D. Provide school personnel to assist the school health or public health nurse when needed for coordination of school health activities.
- E. Support the provision of school health services and the involvement of the health department, as indicated.
- F. Request health in-service or follow-up on health issues, as indicated.
- G. Monitor immunization records of all students, K through 12, in accordance with state law.
- H. To provide a detailed budget (Attachment I) to the Health Department by School
- I. To utilize funds not to exceed \$150,000.00 for the purpose of supporting (one or more) (10, 11 or 12)-month nationally certified school nurse(s) or registered nurse(s) working toward certification, to provide school nursing services for the 2019-2020 school year.
- J. To inform the Department of the employment of the nurses, and in the event of termination, whether voluntary or involuntary, and the date of termination within 4 working days of such action
- K. To maintain documentation that each nurse employed under this contract is and remains current in his/her licensure as a Registered Nurse in good standing with the North Carolina Board of Nursing.
- L. To provide supervision within the Lee County Schools consistent with the annual Memorandum of Agreement
- M. To assume the full responsibility for negligence of its employees that provide nursing services under the terms of this contract for the contract positions and for all nurses employed directly by the Lee County Schools but functioning under the direction of the annual Memorandum of Agreement.
- N. Be available to assist the county health department during a public health emergency.
- O. Assure that the Lee County Health Department/Lee County Schools Memorandum of Agreement that exists between all health districts and local education agencies clearly states that emergency/disaster activities by SNFI nurses is an allowable use of their time.

Governing Law: In the event either party must commence a legal action in order to enforce any rights under this contract, venue for any and all disputes shall be in Lee County, North Carolina. This agreement shall be governed by the laws of the State of North Carolina without regard to principles of conflicts of law. The prevailing party in any- action or suit brought in connection with this contract shall be entitled to reasonable attorney's fees and costs at trial and on appeal.

E-Verify Certification: Pursuant to N.C.G.S. 143-48.5 and N.C.G.S. 147-33.95(g), Contractor ("CWHC") hereby certifies that the Contractor, and the Contractor's subcontractor's, complies 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. E-Verify System Link: www.uscis.gov.

Iran-Divestment Act Certification: Contractor ("CWHC") certifies that contractor, and all subcontractors 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 shall not utilize any subcontractor that is identified on the List. Divestment From Companies Boycotting Israel: Pursuant to N.C.G.S., Article 6G, Chapter 147, this Contractor certifies that as of the signature date, the Contractor is not identified as an entity by the North Carolina Secretary of State that is engaged in a boycott of the State of Israel.

In witness whereof, the Lee County Schools and the Lee County Health Department have executed this agreement in duplicate originals, one of which is retained by each of the parties.

FOR AND ON BEHALF OF
LEE COUNTY HEALTH DEPARTMENT

FOR AND BEHALF OF
LEE COUNTY SCHOOLS

Health Director Date

Superintendent Date

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

Lee County Finance Director Date

Lee County Schools Finance Director Date

FOR AND ON BEHALF OF LEE COUNTY

Chair County Commissioner Date

SNFI Contract Budget

I. SALARIES

Position Title	Name *	Annual Salary & Fringe	Type Position	Amount Paid by Local Agency	Amount Paid by State Contract
1. Nurse 1	Name	\$	<input type="checkbox"/> 12-month <input type="checkbox"/> 11-month <input type="checkbox"/> 10-month		\$
2. Nurse 2	Name	\$	<input type="checkbox"/> 12-month <input type="checkbox"/> 11-month <input type="checkbox"/> 10-month		\$
3. Nurse 3	Name	\$	<input type="checkbox"/> 12-month <input type="checkbox"/> 11-month <input type="checkbox"/> 10-month		\$
TOTAL SALARY PAID BY CONTRACT					\$

* List VACANT if position not filled at the time of this report.

II. FRINGE

Position Title	Name *	Type and Rate	Amount Paid by Local Agency	Amount Paid by the State Contract
1. Nurse 1	Name	<input type="checkbox"/> Retirement Rate : 10.51%		
		<input type="checkbox"/> FICA Rate: 7.65%		
		<input type="checkbox"/> Medical Rate/Amount: \$		
		<input type="checkbox"/> Other: Rate:		
2. Nurse 2	Name	<input type="checkbox"/> Retirement Rate: %		
		<input type="checkbox"/> FICA Rate: %		
		<input type="checkbox"/> Medical Rate/Amount: \$		
		<input type="checkbox"/> Other: Rate:		
3. Nurse 3	Name	<input type="checkbox"/> Retirement Rate : %		
		<input type="checkbox"/> FICA Rate: %		
		<input type="checkbox"/> Medical Rate/Amount: \$		
		<input type="checkbox"/> Other: Rate:		
TOTAL FRINGE PAID BY CONTRACT				\$

*Fringe benefit amounts may change due to longevity, etc. that the employee may be eligible for during the school year.

Justification: Funds will be used to employ nationally certified school nurse(s) or registered nurse(s) working toward national certification to work full time in schools and enhance the local school district's capacity to provide basic health services to students.

III. Other

STAFF TRAVEL				
In-State		Total miles	Cost per mile	Total Cost
In-state Mileage				\$ -
		Number of nights	Cost per night	Total Cost
In-state Lodging				\$ -
	# of breakfasts	# of lunches	# of dinners	Total Cost (State rate)
State funded Meals, Instate				\$ -
Conference Registration				0.00
TRAINING PAID BY CONTRACT (If no funds available after covering salary and fringe for these positions, leave at 0.00. If funds available, amount is limited to a total of \$750 per position. See Scope of Work for Allowable Costs)				0.00

CONTRACT TOTAL AMOUNT

\$

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ITEM #:
II. I.

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

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

MEETING DATE: June 3, 2019

SUBJECT: Carolina Women’s Health Center & Lee County Health Department Contract for FY 19-20

DEPARTMENT: Health

CONTACT PERSON: William H. Cain, Health Director

TYPE: Consent Agenda Action Item Public Hearing Information

REQUEST	Click to enter text. This is a request for the Board of Health to review/approve the contract between Carolina Women’s Health Center and the Lee County Health Department.
BUDGET IMPACT	These funds of \$31,200 are budgeted in the FY 19-20 budget.
ATTACHMENTS	(1); Copy of the contract between Carolina Women’s Health Center and the Lee County Health Department.
PRIOR BOARD ACTION	N/A
RECOMMENDATION	The Health Department respectfully requests the Board of Health to approve the attached contract between Carolina Women’s Health Center and the Lee County Health Department.

SUMMARY

Carolina Women’s Health Center provides Certified Nurse Midwives for clinical services that include physical examinations for low risk pregnant and post-partum women.

The Board of Health voted to approve May 15th, 2019

- Obstetric Care Management to eligible clients
- Women, Infant, Children's (WIC) nutrition support
- Post-Partum home visits for mother and infant
- Care Coordination 4 Children (CC4C) to eligible clients
- Labs deemed necessary by CNM. Clients may be responsible for some of the tests.

B. LCHD will abide by the following protocols:

- Scheduling hours will be Mondays and Wednesdays from 9:00am – 1:00pm.
- New Obstetrical (NOB) clients.....30 minute slots
- Return OB15 minute slots
- Provide routine examinations for NOB and return OB clients up to delivery date
- No more than 2-3 new clients will be scheduled on each day.
- Clients calling with OB related problems will be fit into the schedule as deemed necessary by the CNM or LCHD Maternal Health Program Coordinator.

C. LCHD will provide the following administrative support:

- Joint clinical staff meetings may be called for case conferences and other maternal health related issues as necessary.
- Nursing staff will triage calls from maternity clients and make referrals to the CNM as needed.
- The names and telephone numbers of OB clients who request their medical records to transfer to another healthcare provider will be made available to the CNM as requested.

D. LCHD will reimburse CWHC \$60.00 per hour of CNM clinic services up to 10 hours a week during the contract period.

III. All Parties agree to:

- A. All parties to the contract agree to abide by all laws and regulations governing the confidentiality of patient information, and further agree to safeguard privileged information.
- B. Assure that no person, solely on the grounds of race, color, age, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity covered by this agreement.
- C. This contract may be terminated by either party by giving a minimum of 60 days written Notice;
- D. This contract is subject to the availability of local, state, federal, and special funds for the Purpose set forth in this contract;
- E. Any amendments, modifications, or waivers of this contract may be made at any time by mutual agreement of the parties, shall be in writing, and signed by appropriate authorities; and
- F. Assure that no otherwise qualified handicapped individual, solely by reason of his/her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program of activity by this agreement.

E-Verify Certification: Pursuant to N.C.G.S. 143-48.5 and N.C.G.S. 147-33.95(g), Contractor (“CWHC”) hereby certifies that the Contractor, and the Contractor’s subcontractor’s, complies 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. E-Verify System Link: www.uscis.gov.

Iran-Divestment Act Certification: Contractor (“CWHC”) certifies that contractor, and all subcontractors 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 shall not utilize any subcontractor that is identified on the List. Divestment From Companies Boycotting Israel: Pursuant to N.C.G.S., Article 6G, Chapter 147, this Contractor certifies that as of the signature date, the Contractor is not identified as an entity by the North Carolina Secretary of State that is engaged in a boycott of the State of Israel.

Governing Law: In the event either party must commence a legal action in order to enforce any rights under this contract, venue for any and all disputes shall be in Lee County, North Carolina. This agreement shall be governed by the laws of the State of North Carolina.

In witness whereof, the CWHC and the LCHD have executed this agreement in duplicate originals, one of which is retained by each of the parties.

FOR AND ON BEHALF OF
CAROLINA WOMEN’S HEALTH CENTER

By: _____
Carolina Women’s Health Center
Representative

Date: _____

FOR AND BEHALF OF
LEE COUNTY HEALTH DEPARTMENT

By: _____
William Heath Cain, Health Director

Date: _____

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

By: _____
Lisa Minter, County Finance Director

Date: _____



ITEM #:

III. A.

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

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

MEETING DATE: June 3, 2019

SUBJECT: Public Hearing for FY 2019-2020 Budget

DEPARTMENT: Administration

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

TYPE: Consent Agenda Action Item Public Hearing Information

REQUEST	Conduct public hearing for FY 2019-2020 Budget
BUDGET IMPACT	The County Manager's recommended budget as presented at the May 20, 2019 BOC meeting is \$77,082,778.
ATTACHMENTS	5/21/19 Advertisement from the <i>Sanford Herald</i>
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Conduct public hearing as advertised for this date and time.
SUMMARY	

The proposed budget for FY 19-20 was presented to the Board of Commissioners on May 20, 2019. The Board scheduled a public hearing at the June 3, 2019 meeting to hear comments from the public in reference to the budget for FY 2019-2020.

0955

Legals

**PUBLIC NOTICE
COUNTY OF LEE**

The proposed Budget for the Fiscal Year beginning July 1, 2019 and ending June 30, 2020 and the proposed fire district tax rates have been submitted to the Lee County Board of Commissioners.

The public shall take notice the County of Lee proposes to participate in an economic development project through the annual budget process with an appropriation in the amount of \$322,875 to the Sanford Area Growth Alliance to provide economic development activities such as marketing and attracting business and industry to the County of Lee.

Copies of the proposed Budget and the proposed tax rates for the fire districts are available for public inspection in the office of the County Clerk, 408 Summit Drive, Sanford, NC, and may be reviewed by the public during normal working hours and at the main branch of the Lee County Library, Hawkins Avenue, Sanford, NC, and may be reviewed by the public during normal working hours. The documents may also be reviewed on line at www.lee-countync.gov. Interested citizens are invited to make comments orally at Public Hearings to be held on Monday, June 3, 2019, at 6:00 P.M., or as soon thereafter as can be reached on the agenda, in the Board of Commissioners' Room, Lee County Government Center, 106 Hillcrest Drive, Sanford, NC.

Written comments may be submitted prior to that date and should be addressed to the Lee County Board of Commissioners, P. O. Box 1968, Sanford, NC 27331-1968.

Jennifer Gamble
Clerk to the Board



ITEM #:

III. B.

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

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

MEETING DATE: June 3, 2019

SUBJECT: Public Hearing for the Proposed FY 2019-2020 Fire District Rates

DEPARTMENT: Administration

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

TYPE: Consent Agenda Action Item Public Hearing Information

REQUEST	Conduct public hearing to hear public comments on the proposed fire district rates for FY 2019-2020.
BUDGET IMPACT	See enclosed rates set out by each fire department
ATTACHMENTS	FY 2019-2020 Proposed Fire District Rates, 5/21/19 Advertisement from the <i>Sanford Herald</i>
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Conduct public hearing as advertised for this date and time.
SUMMARY	

At the May 13, 2019 Budget Work Session, Donald Andrews, Chairman of the Lee County Fire Advisory Board presented the fire department budgets. A public hearing was set for June 3, 2019 beginning at 6:00 p.m.

FY 2019-20 PROPOSED FIRE DISTRICT TAX RATES
as presented by the Lee County Fire Advisory Board

Fire District	FY 2018-19	FY 2019-20
	Rate	Rate
Cape Fear	\$ 0.112	\$ 0.112
Carolina Trace	\$ 0.097	\$ 0.104
Clearwater	\$ 0.187	\$ 0.187
Deep River	\$ 0.125	\$ 0.115
Lemon Springs	\$ 0.096	\$ 0.096
Northview	\$ 0.087	\$ 0.080
Tramway	\$ 0.096	\$ 0.096
West Pocket	\$ 0.145	\$ 0.145



ITEM #:

III. C.

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

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

MEETING DATE: June 3, 2019

SUBJECT: Public Hearing for the proposal to participate in an economic development project through the annual budget process with an appropriation in the amount of \$322,875 to the Sanford Area Growth Alliance (SAGA)

DEPARTMENT: Administration

CONTACT PERSON: Dr. John A. Crumpton, County Manager/Whitney Parrish, County Attorney

TYPE: Consent Agenda Action Item Public Hearing Information

REQUEST	Conduct public hearing to hear public comments on the proposal to participate in an economic development project through the annual budget process with an appropriation in the amount of \$322,875 to SAGA.
BUDGET IMPACT	\$322,875
ATTACHMENTS	Letter from SAGA CEO Michael Smith, 5/21/19 Advertisement from the <i>Sanford Herald</i>
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Conduct public hearing as advertised for this date and time.
SUMMARY	

The Board scheduled a public hearing for the expenditures appropriated to SAGA to provide economic development activities such as marketing and attracting business and industry to the County of Lee.



Well Centered

March 25, 2019

Mr. John Crumpton
County Manager
County of Lee
P.O. Box 1968
Sanford, NC 27331

Re: 2019- 2020 Proposed Budget

Dear Mr. Crumpton,

Thank you for the opportunity to present the attached Proposed Budget Request for allocation of funding from Lee County for 2019-2020.

This year, we are requesting an increase in the funding for the Sanford Area Growth Alliance in the amount of \$7,875. This would provide a total annual contribution of \$322,875.

The funding level is based on the following major factors:

- The increase is a cost of living adjustment. We remain on target with our 5-year plan. We will also begin phase two of our private sector funding campaign this year.
- The funding allows for continued marketing efforts from the DCI Marketing Firm.
- The funding maintains our recently added existing industry position, which has generated new expansion projects for the County and has been a significant addition to the economic development activities.
- The funding level also expects an increase in Chamber revenue from increasing membership and revenue generating activities.

We appreciate the support we have received from Lee County over the last several years. We look forward to continuing the joint vision we all share in growing Sanford - Lee County.

Please don't hesitate to contact me if you have any questions regarding the proposed budget.

Sincerely,

Michael Smith
CEO
Sanford Area Growth Alliance

0955

Legals

**PUBLIC NOTICE
COUNTY OF LEE**

The proposed Budget for the Fiscal Year beginning July 1, 2019 and ending June 30, 2020 and the proposed fire district tax rates have been submitted to the Lee County Board of Commissioners.

The public shall take notice the County of Lee proposes to participate in an economic development project through the annual budget process with an appropriation in the amount of \$322,875 to the Sanford Area Growth Alliance to provide economic development activities such as marketing and attracting business and industry to the County of Lee.

Copies of the proposed Budget and the proposed tax rates for the fire districts are available for public inspection in the office of the County Clerk, 408 Summit Drive, Sanford, NC, and may be reviewed by the public during normal working hours and at the main branch of the Lee County Library, Hawkins Avenue, Sanford, NC, and may be reviewed by the public during normal working hours. The documents may also be reviewed on line at www.lee-countync.gov. Interested citizens are invited to make comments orally at Public Hearings to be held on Monday, June 3, 2019, at 6:00 P.M., or as soon thereafter as can be reached on the agenda, in the Board of Commissioners' Room, Lee County Government Center, 106 Hillcrest Drive, Sanford, NC.

Written comments may be submitted prior to that date and should be addressed to the Lee County Board of Commissioners, P. O. Box 1968, Sanford, NC 27331-1968.

Jennifer Gamble
Clerk to the Board



ITEM #:
V. A.

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

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

MEETING DATE: June 3, 2019

SUBJECT: Unified Development Ordinance Text Amendments

DEPARTMENT: Sanford / Lee County Planning and Development

CONTACT PERSON: Marshall Downey, Planning Director

TYPE: Consent Agenda Action Item Public Hearing Information

REQUEST	Consider Planning Board Recommendation & Vote on seven (7) proposed amendments to the Unified Development Ordinance (UDO) relating to Oil & Gas extraction ("fracking") as well as traditional Mining and Quarrying
BUDGET IMPACT	None
ATTACHMENTS	Memorandum and Ordinance
PRIOR BOARD ACTION	Public Hearing Held on May 20, 2019
RECOMMENDATION	Planning Board recommended approval of all of the UDO text amendments.
SUMMARY	

These amendments are the product of a joint effort between Lee County staff, Chatham County staff and a third-party consultant, Poyner Spruill LLP, that began in January 2018. The draft amendments were first presented to the Joint Planning Commission in January 2019 with the final recommendation presented to the JPC in April 2019 for consideration of public hearing by all three jurisdictions. A joint public hearing was held on May 20th with the Commissioners and Planning Board, after which the Planning Board recommended approval of all seven proposed UDO text amendments by a unanimous vote.



MEMORANDUM

TO: Lee County Board of Commissioners
John Crumpton, County Manager

FROM: Marshall Downey, Planning Director

DATE: June 3, 2019

REF: Planning Board recommendation on seven (7) proposed amendments to the UDO regarding Oil and Gas extraction and traditional Mining and Quarrying

The Lee County Planning Board unanimously recommended that the Commissioners support the seven (7) proposed amendments to the UDO regarding Oil and Gas extraction and traditional Mining and Quarrying. This recommendation was made at the May 20th Planning Board meeting and was based on the information provided in the staff report and at the joint public hearing, which was held on the same date.

Attached you will find the ordinance for the seven (7) amendments as proposed. The City of Sanford and Broadway will hold public hearings regarding these amendments after Lee County has adopted the ordinance.

INFORMATION PROVIDED FOR THE MAY 20, 2019 PUBLIC HEARING

As the Board of Commissioners will recall, Lee County agreed to work with Chatham County and jointly retain the services of a third-party legal consultant to review options for land use regulations for oil and gas extraction (more commonly known as “fracking”). Lee County also directed staff to seek third-party assistance to review current rules for traditional mining and quarrying to ensure such regulations are comprehensive and up to date.

In January of 2018, work began in earnest with Mr. Glenn Dunn and his team from the firm Poyner Spruill, LLP. An overview of this work included many hours reviewing our current regulations in comparison with all applicable State laws and State rules. Additionally, in the case of mining and quarrying, a set of proposed changes as submitted by a Lee County citizen (Mr. Jerry Merritt) was also included in the review and revision process. Staff presented the draft amendments to the Joint Planning Commission (JPC) in January of this year at the Dennis Wicker Civic Center. This was a joint meeting as all governing boards and planning boards were also invited to attend and view the presentation

The final set of amendments was presented to the JPC in late April and the members of the Joint Planning Commission voted unanimously to move forward to public hearing with all three jurisdictions.

**AN ORDINANCE AMENDING
THE LEE COUNTY UNIFIED DEVELOPMENT ORDINANCE**

BE IT ORDAINED by the Board of Commissioners of Lee County, North Carolina that the Unified Development Ordinance be, and it hereby is, amended as follows:

Section 1. That Article 4 – Zoning District Regulations, Table 4.6-1 Permitted Use Matrix be amended to remove the current Mining and Quarries land use categories and replace with new language as follows. New language includes Mining and Quarrying as well as new categories related to Oil and Gas extraction.

Industrial & Manufacturing Use		RA	RR	R20	R14	R125F	R12	R10	R6	MF12	NC	HC	C1	C2	O&I	CBD	LI	HI	
Mining and Quarries Unincorporated Lee County and City of Sanford only (see § 5.23)	8000-8500	-	S/D	S/D	S/D	S/D	S/D	S/D	S/D	S/D	S/D	S/D	S/D	S/D	S/D	S/D	S/D	P/D	
Mining and Quarries, EXCEPT Oil and Gas Extraction Town of Broadway only (see § 5.23)	8000-8500		S/D	-	-	-	-	-	-	-	-	-	-	-	-	-	S/D	P/D	
Mining and Quarries, Oil and Gas Extraction Town of Broadway only (see § 5.41)	8100		S/D	-	-	-	-	-	-	-	-	-	-	-	-	-	S/D	P/D	
Mining and Quarrying	8000-8500	Permitted only within the Mining Special Use Overlay District, see Sect. 4.16 of this Ordinance																	
Oil and Gas Exploration, Development and Production	8100		S	-	-	-	-	-	-	-	-	-	-	-	-	-	-	S	S
Gas Compressor Station	8100		S	-	-	-	-	-	-	-	-	-	-	-	-	-	-	S	S

Section 2. That Article 4 – Zoning District Regulations be amended to include a new section 4.16 Mining Special Use Overlay District (MSUOD) as follows:

4.16 MINING SPECIAL USE OVERLAY DISTRICT (MSUOD).

4.16.1 PURPOSE

Mining and quarrying are industries which may play an important part in the county’s economy. Mining and quarrying are peculiar land uses in that the location of mineral, stone and other deposits will, in part, be determined only after exploration and discovery in the future. Consequently, the precise location of zoning districts wherein mining may take place cannot always be predetermined. In addition, mineral extraction involves several methods—quarrying, open-pit, drilling, tunneling, etc.—each of which would affect the surrounding environment differently. Therefore, the governing board of Lee County concludes that the fundamental purposes and procedures of zoning would be served best by adopting a Mining Special Use Overlay District, which can be applied to certain underlying districts if approved by the respective governing board, and that the Board of Adjustment should consider each location proposed to be mined to determine whether, and under what conditions or safeguards, they should authorize mining and quarrying by the issuance of a Special Use Permit.

4.16.2 APPLICABILITY

4.16.2.1 Establishment. The Mining Special Use Overlay Districts (MSUOD) is hereby established as a district which may be overlaid on the following underlying zoning districts to permit mining and quarrying in the MSUOD.

- RA Residential Agricultural
- LI Light Industrial
- HI Heavy Industrial

4.16.2.2 Special Use Permit Required. If a MSUOD is approved, no mining or quarrying may commence until a Special Use Permit is also approved. The Special Use Permit shall conform to the specific standards of Section 5.23 as well as the general development standards of this UDO.

4.16.2.3 Definition. For the purposes of this Ordinance, “Mining and Quarrying” shall include any operation or land activity as defined under the category Mining and Quarrying in Appendix A of this Ordinance.

4.16.3 DEFINITIONS

The following additional definitions apply to this Section 4.16:

“Affected land” means the surface area of land that is mined or quarried, the surface area of land associated with a mining activity so that soil is exposed to accelerated erosion, the surface area of land on which overburden and waste is deposited, and the surface area of land used for processing or treatment plant, stockpiles, nonpublic roads, and settling ponds.

“Land” shall include submerged lands underlying any river, stream, lake, sound, or other body of water.

“Minerals” means soil, clay, coal, stone, gravel, sand, phosphate, rock, metallic ore, and any other solid material or substance of commercial value found in natural deposits on or in the earth.

“Overburden” means the earth, rock, and other materials that lie above the natural deposit of minerals.

“Reclamation plan” shall mean that plan required by the state as part of an application for a mining permit and defined in N.C. Gen. Stat. § 74-49.

“Refuse” means all waste soil, rock, mineral, scrap, tailings, slimes, and other material directly connected with the mining, cleaning, and preparation of substances mined and shall include all waste materials deposited on or in the permit area from other sources.

“Site” means the affected land and any buffer yards.

4.16.4 APPROVAL PROCEDURES

4.16.4.1 An application for a MSUOD shall be considered an Initiation of a Zoning Map Amendment and shall be processed in accordance with Sections 3.3.2 through 3.3.4 of this Ordinance.

4.16.4.2 The exterior perimeter of the proposed MSUOD may not be located within:

- One-half (1/2) mile of an existing school, library, day care facility, healthcare facility, park, and/or religious institution; or
- One thousand (1,000) feet of an existing dwelling unit (located in a residential zoning district and not located on the same property as the use).

4.16.5 SPECIAL USE PERMIT

4.16.5.1 As noted in Section 4.16.2.2, a Special Use Permit is also required upon successful rezoning and application of a MSUOD. As such, application for the Special Use Permit shall be in accordance with Section 3.5 of this Ordinance.

4.16.5.2 To aid in the interpretation of the word “harmony” in Section 3.5.3.4 as applied to an application for Special Use Permit for mining and quarrying, the following guidelines may be used:

- The operation will not constitute a substantial physical hazard to a neighboring residence, school, church, hospital, commercial, or industrial building, public road, or public property;
- The operation will not have a significantly adverse effect on the purposes of a publicly owned park, forest, or recreation area;
- The operation will not have an adverse effect on public, community, or private water supplies, surface or ground waters, including but not limited to water supply watershed areas as designated in the Watershed Protection Map of Lee County, North Carolina.

4.16.5.3 A special use approval granted by the Board of Adjustment will not become effective until a mining permit, if required by the North Carolina Department of Environmental Quality, and all other state and federal permits required for mining are issued.

4.16.5.4 If the applicant makes a material and substantial change to the Site Plan or any of the other components submitted to the Board of Adjustment, a new special use permit application shall be submitted to the Board of Adjustment.

4.16.5.5 A special use permit will automatically expire if, at any time after it is approved by the Board of Adjustment, the state mining permit is revoked or terminated and may be reactivated upon reissuance of the state mining permit unless there is a material and substantial change requiring a new special use permit application according to Section 4.16.5.4 above.

4.16.5.6 APPLICATION REQUIREMENTS

4.16.5.6.1 The special use permit application shall also include two (2) copies of all other applications for federal and state permits required for mining. Such copies shall be complete and include all required supporting documentation as required for said permits.

4.16.5.6.2 The special use permit application shall include complete copies of any required land disturbing permits as required by State and Federal agencies (such as Sedimentation and Erosion Control, Wetlands, etc.). Such copies shall be complete and include all required supporting documentation as required for said permits.

4.16.5.6.3 The special use permit application shall include complete copies of NCDOT driveway permits and/or other permits related to roadway access and construction. Such copies shall be complete and include all required supporting documentation as required for said permits.

4.16.5.6.4 The special use permit application shall also include a traffic impact study by a qualified consultant that will enable the Board of Adjustment to assess the impact of the proposed land use on the highway system when that system is at or near capacity or a safety problem exists. Its purpose is to ensure that the proposed land use does not adversely affect the highway network and to identify any traffic problems associated with access from the proposed site to the existing transportation network. The study shall also identify improvements to resolve traffic problems and present solutions that may be incorporated in the Site Plan. The study shall also include information sufficient to demonstrate compliance with the Road and Traffic Standards in this section.

4.16.5.6.5 If the proposed affected land is greater than ten (10) contiguous acres, the special use permit application shall include a Phase I Environmental Site Assessment of the proposed affected land completed not earlier than 12 months before the special use permit application date and prepared in accordance with the American Society for Testing and Materials.

4.16.5.6.6 The special use permit application shall include a major site plan as set forth in Appendix B-5 of this Ordinance. In addition to the site plan, the application shall also include an Operations Plan that details:

- Details on how the mine will operate (where will initial excavation begin, where will overburden be placed, etc.)
- Hours of operation
- Number of employees, including details on shifts if applicable
- Details on the function of each proposed structure or piece of equipment
- Location of permanent roads (those to be used in excess of one year) and non-permanents roads

4.16.5.6.7 The special use permit application shall include a copy of the mining reclamation bond as required by NCGS 74-51 and 74-54 and as submitted to the NC Department of Environmental Quality (NCDEQ).

4.16.6 PERMITTED USES (UNDERLYING ZONING DISTRICTS)

A Mining Special Use Overlay District will be an overlay on an underlying zoning district required specifically for mining and quarrying. All other uses permitted in any such

underlying district, whether by right or as a Special Use, shall be permitted in the MSUOD according to the procedures established for such uses.

Section 3. That Article 5 – Supplement Development Regulations, Section 5.23 Mining and Quarries be rewritten as follows:

5.23.1 APPLICABILITY

This section applies to any area as defined in the land use categories: *Mining and Quarrying (Unincorporated Lee County only)* and *Mining and Quarrying (City of Sanford and Town of Broadway only)* as set forth in Table 4.6-1 Permitted Use Matrix of this Ordinance. This Section 5.23 establishes additional design criteria that shall be required for Mining and Quarrying operations as defined in Appendix A of this Ordinance.

5.23.2 STANDARDS

5.23.2.1 Minimum lot area - five (5) acres.

5.23.2.2 Buffer Yard – In accordance with Section 7.5.4.5 of this Ordinance, complete visual separation is required along the exterior of this affected land.

5.23.2.3 The site may have one (1) ground sign at each entrance. Such sign shall not exceed fifty (50) square feet in area. If lighted, such sign may include indirect lighting or non-flashing illumination. Such sign shall be located on the same lot or parcel as the mining or quarrying operation.

5.23.2.4 Any excavated area shall be surrounded with a six (6) foot high security fence.

5.23.3 ROAD AND TRAFFIC STANDARDS

5.23.3.1 ACCESS. Mining and quarrying operations shall be located such that public roads which will provide access to said operations are constructed to NCDOT (or other controlling public agency) standards for the width and rated tonnage of the trucks that will be using the operation. Ingress to and egress from the site shall be along a road or driveway that intersects directly with a publicly maintained road. Traffic to and from such mining and quarrying operations may not be through a residential subdivision where the streets are primarily intended to provide access to adjacent residences.

5.23.3.2 LEVEL OF SERVICE. The additional truck traffic to the site may not cause roads providing access to the site to drop to a level of service below “D” as defined by NCDOT standards.

5.23.3.3 PERMANENT ROADS. Permanent roads, defined as those to be used in excess of one year, within the site shall be surfaced with a dust free material such as bituminous asphalt, concrete, or other similar impervious material. Roads other than permanent roads shall be treated with dust inhibitors, to be specified in the Operations Plan, which will reduce to a minimum the generation of dust from the road surfaces as a result of wind or vehicular action.

5.23.4 NOISE LIMITATIONS.

5.23.4.1 Activities, such as blasting, drilling, or crushing, may only be conducted on weekdays between the hours of 8:00 AM and 6:00 PM.

5.23.4.2 All other activities shall be subject to the applicable noise ordinance standards of the governmental agency having jurisdiction.

Section 4. That Article 5 – Supplement Development Regulations, Section 5.41 Mining and Quarries, Oil & Gas Extraction (Town of Broadway only) be deleted in its entirety. This section 5.41 shall be held in reserve.

~~5.41 MINING & QUARRIES, OIL & GAS EXTRACTION (TOWN OF BROADWAY ONLY)~~

~~5.41.1 APPLICABILITY~~

~~This section applies to properties engaged in the surface extraction of subsurface petroleum, shale oil and/or natural gas. Activities include exploration for crude petroleum and natural gas; drilling, completing, and equipping wells; operation of separators, emulsion breakers, de-silting equipment, and field gathering lines; storage yards and other related mining activities. This category includes establishments that produce crude petroleum, that mine and extract oil from shale, that produce natural gas, and that recover hydrocarbon liquids from oil and gas field gases.~~

~~5.41.2 COMPLIANCE WITH STATE REGULATIONS.~~

~~All oil and gas extraction operations shall maintain compliance with North Carolina Administrative Code Title 15A, Subchapter 5H Oil and Gas Conservation (as amended).~~

~~5.41.3 ADDITIONAL STANDARDS.~~

~~5.41.3.1 Minimum well pad area is five (5) acres. Well pad shall include the area that is cleared or prepared for the drilling of one or more oil or gas wells. The minimum acreage for the well pad area shall be calculated based on total cumulative acreage assembled via ownership or lease across one or more parcels.~~

~~5.41.3.2 Such uses shall have direct access to a paved publicly maintained street with a minimum 50 foot right of way. Such access shall be connected via an all-weather surface constructed and maintained in accordance with Section 15A NCAC 05H.1503 (as amended).~~

~~5.41.3.3 Where abutting residentially zoned or developed parcels, the well pad area shall be screened with a Type D screening buffer yard as set forth in Article 7.~~

~~5.41.3.4 — Only one (1) ground sign per entrance to the well pad is permitted. Such sign shall not exceed fifty (50) square feet in area. If lighted, such sign may include indirect lighting or non-flashing illumination. Such sign shall also conform to the requirements of Section 15A NCAC 05H .1615 (as amended).~~

~~5.41.3.5 — Exhaust from any internal combustion engine or compressor, stationary or mounted on wheels, used in connection with the drilling of any well or for use on any production equipment shall not be discharged into the open air unless equipped with an exhaust muffler, or mufflers or an exhaust muffler box constructed of noncombustible materials sufficient to suppress noise and disruptive vibrations and prevent the escape of obnoxious gases, fumes or ignited carbon or soot.~~

~~5.41.3.6 — All drilling and production operations shall be conducted in such a manner as to minimize, dust, vibration, or noxious odors. All equipment used shall be constructed and operated so that vibrations, dust, odor or other harmful or annoying substances or effects are minimized by the operations carried on at any drilling or production site or from anything incident thereto to avoid injury to or annoyance of persons living in the vicinity. The site or structures shall not be permitted to become dilapidated, unsightly or unsafe.~~

~~5.41.3.7 — Exterior lighting shall be designed and installed such that all lighting is directed inward to the well pad area and travel areas and creates minimum impact on surrounding properties.~~

~~5.41.4 OIL OR GAS WELL PLUGGING AND ABANDONMENT BOND.~~

~~5.41.4.1 — When oil or gas wells are to be plugged or abandoned, the permittee (person or corporation to whom the North Carolina Department of Environment and Natural Resources has issued an oil or gas well permit) shall submit to the jurisdiction having zoning authority an oil or gas well plugging and abandonment bond in the amount of five thousand dollars (\$5,000) plus one dollar (\$1.00) per linear foot as drilled for the permitted oil or gas well.~~

~~5.41.4.2 The process for abandonment or permanent plugging of an oil or gas well shall comply with 15A North Carolina Administrative Code 05H .1618 as well as the reclamation rules as set forth in 15A North Carolina Administrative Code 05H .2100.~~

~~5.41.4.3 — The permittee may request this bond to be released when final site reclamation is completed in accordance with 15A North Carolina Administrative Code 05H .2100 and for which the oil or gas well is permanently plugged and abandoned in accordance with 15A North Carolina Administrative Code 05H .1618. Determination of final site reclamation shall be under authority of the North Carolina Department of Environment and Natural Resources.~~

Section 5. That Appendix A – Definitions be amended to revise the definition of “Mining and Quarrying”, add a new definition for “Oil and Gas Exploration, Development and Production”, and add a new definition for “Gas Compressor Station” as follows:

MINING AND QUARRYING

"Mining and Quarrying" means any of the following: (i) the breaking of the surface soil in order to facilitate or accomplish the extraction or removal of minerals, ores, or other solid matter; (ii) any activity or process constituting all or part of a process for the extraction or removal of minerals, ores, soils, and other solid matter from their original location; or (iii) the preparation, washing, cleaning, or other treatment of minerals, ores, or other solid matter so as to make them suitable for commercial, industrial, or construction use.

“Mining and Quarrying" does not include: a) Those aspects of deep mining not having significant effect on the surface, where the affected land does not exceed one acre in area.; b) Mining operations where the affected land does not exceed one acre in area; c) Plants engaged in processing minerals produced elsewhere and whose refuse does not affect more than one acre of land; d) Excavation or grading when conducted solely for on-site construction for purposes other than mining; e) Removal of overburden and mining of limited amounts of any ores or mineral solids when done only for the purpose and to the extent necessary to determine the location, quantity, or quality of any natural deposit, provided that no ores or mineral solids removed during exploratory excavation or mining are sold, processed for sale, or consumed in the regular operation of a business, and provided further that the affected land resulting from any exploratory excavation does not exceed one acre in area; f) Excavation or grading where all of the following apply:

- The excavation or grading is conducted to provide soil or other unconsolidated material to be used without further processing for a single off-site construction project for which an erosion and sedimentation control plan has been approved in accordance with Article 4 of Chapter 113A of the General Statutes.
- The affected land, including nonpublic access roads, does not exceed five acres.
- The excavation or grading is completed within one year.
- The excavation or grading does not involve blasting, the removal of material from rivers or streams, the disposal of off-site waste on the affected land, or the surface disposal of groundwater beyond the affected land.
- The excavation or grading is not in violation of any local ordinance.
- An erosion and sedimentation control plan for the excavation or grading has been approved in accordance with Article 4 of Chapter 113A of the General Statutes.

g) Excavation or grading when conducted solely for activities undertaken on agricultural land that are exempt, pursuant to G.S. 113A-52.01(1), from the requirements of Article 4 of Chapter 113A of the General Statutes; h) Oil and gas exploration and development (Source: The Mining Act of 1971, NCGS § 74-49)

OIL & GAS EXPLORATION, DEVELOPMENT AND PRODUCTION

Defined as any activity relating to oil and gas exploration, development and/or production including horizontal drilling and hydraulic fracturing and all other operations and/or activities

for the exploration for or drilling of an oil or gas well that requires entry upon surface estate and the production operations directly related to the exploration or drilling as defined and regulated by NCGS Chapter 113, Subchapter V, Oil and Gas Conservation.

GAS COMPRESSOR STATION

A facility located along a gas pipeline which compresses the gas to a pressure necessary to allow it to continue traveling along the pipeline to the intended recipient.

Section 6. That Article 3 – Zoning and Permitting Procedures, Section 3.5 Special Use Permits to insert a new subsection 3.5.4 “Additional Studies for Certain Land Uses” and renumber remaining subsections as follows:

3.5 SPECIAL USE PERMITS

3.5.1 APPLICABILITY.

3.5.1.1 The purpose of this Section is to establish procedures and standards for the processing and approval of Special Use Permits. Special Use permits provide a form of approval for certain uses which are generally compatible with the land uses permitted by right in a zoning district, but which require individual review of their location, design, and configuration. Special Uses ensure the appropriateness of the use at a particular location within a given zoning district.

3.5.1.2 If a Special Use Permit is required as set forth in the Permitted Use Matrix (§ 4.6, Table 4.6-1 of this Ordinance), the application shall be submitted to the Board of Adjustment.

3.5.2 APPROVAL PROCEDURE

3.5.2.1. No special use permit shall be authorized, developed, or otherwise carried out until the applicant has secured approval of the special use by the Board of Adjustment and approval of a final site plan by the Administrator.

3.5.2.2. Applications for special use permit approvals shall be filed with the Administrator. Pre-application meetings with the Administrator prior to filing are required.

3.5.2.3. Major site plan applications (see Appendix B) shall be filed concurrently with special use permit applications. The information shall be provided to the Board of Adjustment during their deliberations.

3.5.2.4. The Board of Adjustment shall conduct a quasi-judicial hearing in accordance with the requirements of § 3.1.7 of this Ordinance. The Board of Adjustment shall deny the request, approve the request; or approve the request with conditions.

3.5.2.5. The Board of Adjustment may place conditions on the use as part of the approval to assure that adequate mitigation measures are associated with the use. The

conditions shall become a part of the special use permit approval and shall be included in the final site plan application.

3.5.2.6. Violations of any of the conditions shall be treated in the manner as set forth in § 1.6 of this Ordinance.

3.5.2.7. An application for a special use permit that has been denied may be resubmitted only if there has been a substantial change in circumstances, as determined by the Administrator, or if substantial revisions have been made to the application for development approval (see § 3.5.6 for further restrictions on reapplication).

3.5.2.8. Minor field alterations or minor revisions to approved special uses may be approved by the Administrator if the special use still meets the intent of the standards established with the original approval. Minor alteration/revisions shall be limited to changes that do not increase the intensity, density, or character of the use. If the Administrator determines that the change is not minor, the Applicant shall apply for a revised Special Use Permit. The applicant may appeal the decision of the Administrator to the Board of Adjustment.

3.5.3 APPROVAL CRITERIA.

Uses permitted subject to Special Use review shall be permitted only if the applicant demonstrates to the Board of Adjustment that:

3.5.3.1 The use will not materially endanger the public health or safety if located where proposed and developed according to the plan as submitted and approved,

3.5.3.2 The use meets all required conditions and specifications,

3.5.3.3 The use will not substantially injure the value of adjoining or abutting property, or that the use is a public necessity, and

3.5.3.4 The location and character of the use, if developed according to the plan submitted and approved, will be in harmony with the area in which it is located and in general conformity with all adopted land use plans.

3.5.3.5 The Board may impose additional conditions upon granting the Special Use Permit so long as said conditions are reasonable and appropriate.

3.5.4 ADDITIONAL STUDIES FOR CERTAIN LAND USES.

3.5.4.1 Upon determining that the proposed use will have particular impacts potentially inconsistent with any of the above approval criteria, the County may retain the services of a consultant mutually acceptable to it and the applicant to conduct a study of such impacts as related to the above criteria. The applicant shall pay a fee as part of the special use permit application for the cost of the consulting services incurred by the County, and the report of the

study results shall be submitted to and approved by the County prior to issuance of the special use permit.

3.5.4.2 This section 3.5.4 shall apply only to those land uses requiring a Special Use Permit and as listed within the “Industrial and Manufacturing” or “Transportation, Communications and Utilities” land use subcategories as found in the Permitted Use Matrix (§ 4.6, Table 4.6-1 of this Ordinance).

3.5.5 VOTING.

A majority of the members of the Board of Adjustment shall be required to decide on whether or not to grant a Special Use Permit. For the purposes of this subsection, vacant positions on the board and members who are disqualified from voting on a quasi-judicial matter shall not be considered members of the board for calculation of the requisite majority if there are no qualified alternates available to take the place of such members.

3.5.6 SCOPE OF APPROVAL.

3.5.6.1 The approval of a Special Use permit shall authorize the applicant to apply for final site plan approval pursuant to § 3.6 of this Ordinance. All approvals of Special Use permits require approval of the site plan. Any Special Use permit approval shall become null and void if a required site plan is not approved within 24 months after the date of the approval. No Zoning Clearance Permit may be issued until the final major site plan and Special Use permits are approved. Approval of a Special Use permit does not authorize any development activity.

3.5.6.2 Minor field alterations or minor revisions to approved Special Uses may be approved by the Department of Community Development if the Special Use still meets the intent of the standards established with the original approval. Minor alteration/revisions shall be limited to changes that do not increase the intensity, density, or character of the use. If the Department of Community Development determines that the change is not minor, The Applicant shall apply for a revised Special Use Permit. The applicant may appeal the decision of the Department of Community Development to the Board of Adjustment.

3.5.6.3 Violations of any of the conditions shall be treated in the manner as set forth in § 1.6 of this Ordinance.

3.5.7 RECORDATION

The applicant shall obtain certification of the approved Special Use Permit from the Clerk to the Board and shall record this Order in the office of the register of deeds of Lee County. The Applicant must provide the Department of Community Development a copy of the recorded notification, affixed with the Register's seal and the date, book and page number of recording in order to receive approval of the application for a zoning clearance.

3.5.8 SUBSEQUENT APPLICATIONS

In the event that an application for a Special Use Permit is denied by the Board of Adjustment, the Board of Adjustment shall refuse to accept another application for the same amendment on the same property or any portion of the same property within one (1) year of the original hearing. However, the Board of Adjustment may consider such application within that time if relevant evidence that was not reasonably available at the time of the original hearing is presented.

Section 7. That Article 13 – Flood Hazard Area Regulations, Section 13.8 Provisions for Flood Hazard Reduction, Subsection 13.8.1.10 as follows:

13.8.1.10 New solid waste disposal facilities and sites, hazardous waste management facilities, salvage yards, chemical storage facilities, oil and gas exploration, development and/or production operations, and mining and quarrying operations shall not be permitted, except by variance as specified in Section 13.7.10. A structure or tank for chemical or fuel storage incidental to an allowed use or to the operation of a water treatment plant or wastewater treatment facility may be located in a Special Flood Hazard Area only if the structure or tank is either elevated or floodproofed to at least the regulatory flood protection elevation and certified according to Section 13.4.4 of this ordinance.

Section 8. This ordinance shall be in full force and effect from and after the date of its adoption.

ADOPTED this the 3rd day of June 2019.

Amy Dalrymple, Chairman
Lee County Board of Commissioners

ATTEST:

Whitney Parrish, Deputy Clerk to the Board

APPROVED AS TO FORM:

Whitney Parrish, Lee County Attorney



LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

ITEM #:
VI. A.

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

MEETING DATE: June 3, 2019

SUBJECT: Aramark Food Service Contract Amendment FY 2020

DEPARTMENT: Lee County Senior Services and Lee County Jail

CONTACT PERSON: Debbie Davidson Senior Services and Wade Barker, Lee County Jail

TYPE: Consent Agenda Action Item Public Hearing Information

REQUEST	Approve Aramark Food Service Contract for FY 2020
BUDGET IMPACT	Based on number of meals served during the year
ATTACHMENTS	Amendment #13 Operating Agreement, Sliding Fee Scale
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Approve Aramark Food Service Contract for FY2020
SUMMARY	

Aramark Food Service housed at the Lee County Jail prepares daily meals for the Senior Services Congregate Meal Program and Lee County Jail inmates. For FY 2020 Senior Services meals range from \$2.883 to \$3.79; Inmate meals range from \$3.022 to \$4.186.

Amendment No. 13 to Operating Agreement

THIS AMENDMENT NO. 13 (the "Amendment") is entered into this _____ day of _____, 2019 by and between County of Lee, North Carolina, with offices at 1401 Elm Street Sanford, NC 27331 (the "County"), and Aramark Correctional Services, LLC, a Delaware limited liability company, having a place of business at 2400 Market Street, Philadelphia, Pennsylvania 19103 ("Aramark").

WHEREAS, the County and Aramark entered into an Operating Agreement for the management of the food service operation at the Lee County Jail on May 31, 2006 (as amended, the "Agreement");

WHEREAS, the parties acknowledge the need to address volatility in the cost of food commodities; and

WHEREAS, the parties desire to amend the Agreement as hereinafter set forth, effective July 1, 2019.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below. Capitalized terms used but not defined in this Amendment have the meanings ascribed to such terms in the Agreement.

- 1. Term:** Pursuant to Paragraph 5, Term of Agreement, the term of the Agreement shall be renewed for a one (1) year period, effective from July 1, 2019 through June 30, 2020.
- 2. Pricing:** In accordance with Paragraphs 5.A. and 5.B. of the Agreement, the parties agree that the price per meal charged to the County by Aramark shall adjust as a result as a result of changes in the Consumer Price Index. For the avoidance of doubt, the pricing is set forth on Attachment A. This pricing shall be effective from July 1, 2019 through June 30, 2020 and shall supersede in all respects the price per meal set forth in Attachment A of the Agreement or in any prior amendments between the parties.
- 3. Except as specifically set forth herein**, all other terms and provisions of the Agreement shall remain unaffected by this Amendment and continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 13 to be signed by their duly authorized representatives the day and year first written above.

Aramark Correctional Services, LLC

Lee County, North Carolina

By:



Mark R. Adams 5/15/2019
Vice President Finance

By: _____

Name:
Title:

550035

Attachment A
Lee County, North Carolina
Effective July 1, 2019 through June 30, 2020

Population*

<u>Inmate/Staff Meal</u>	<u>Price per Meal</u>
---------------------------------	------------------------------

80-89	\$4.186
90-99	\$3.856
100-109	\$3.587
110-119	\$3.366
120-129	\$3.182
130-139	\$3.022

Senior Meals

70-79	\$3.791
80-89	\$3.490
90-99	\$3.252
100-109	\$3.052
110-119	\$2.883

*If the population increases and/or the scope of work changes to affect the current labor, the parties mutually agree to discuss inmate labor in the kitchen.

The County of Lee North Carolina

Vendor/Contractor Name: Aramark Correctional Services, LLC

**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

Mark R. Adams
Printed Name

5/2/2019

Date

Vice President, Finance
Printed Title



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: June 3, 2019

SUBJECT: Discussion of the FY2019-2020 Budget

DEPARTMENT: Administration

CONTACT PERSON: John Crumpton, County Manager

TYPE: Consent Agenda Action Item Public Hearing Information

REQUEST	Discuss/Consider the FY2019-2020 Budget
BUDGET IMPACT	N/A
ATTACHMENTS	FY2019-2020 Budget
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Pleasure of the Board
SUMMARY	

On May 20, 2019, the County Manager presented his recommended budget to the Board of Commissioners. There was a budget workshop held on May 13, 2019 and another will be held on June 3, 2019 before the regularly scheduled BOC Meeting. A public hearing will be held on June 3, 2019 at 6:00 p.m.



ITEM #:

VIII. A.

LEE COUNTY AGENDA ABSTRACT

BOARD OF COMMISSIONERS MEETING

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

MEETING DATE: June 3, 2019

SUBJECT:

DEPARTMENT: Administration

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

TYPE: Consent Agenda Action Item Public Hearing Information

REQUEST	N/A – Information only
BUDGET IMPACT	N/A
ATTACHMENTS	Monthly Financial Report – April 2019; monthly sales tax distribution; historical analysis of sales tax; county-wide historical analysis of sales tax
PRIOR BOARD ACTION	N/A
RECOMMENDATION	N/A

SUMMARY

Attached is the monthly financial report for April 2019. Please remember that sales tax revenues run three months behind. Tax collections as a percentage of budget through April 2019 are 2.05% ahead of the same period last year. In reviewing expenditures, the percentage used target is 83.33%. Some of our departments are above the target due to the inclusion of encumbrances. If encumbrances are excluded Juvenile Detention is the only department over the target. We are monitoring Juvenile Detention and will bring a budget amendment to the Board at its next meeting.

Sales tax reports are attached showing revenues received through February 2019 collections. Numbers are down as they usually are in February; however, we are still tracking well against our budget figures and are seeing growth in the 5-6% range.

Lee County
 Monthly Financial Report
 For the Month Ended
 April 30, 2018

General Fund	For the year ending June 30, 2018			For the year ending June 30, 2019			% Used
	17-18 Budget	YTD Thru 4/30/18	April 2018	18-19 Budget	YTD Thru 4/30/2019	April 2019	
Revenues							
Ad Valorem Taxes	42,101,861	41,014,376.49	726,938.87	43,081,278	42,852,031.14	542,064.18	99.47%
Local Option Sales Taxes	13,669,336	8,109,891.79	1,017,846.94	14,830,164	8,542,669.99	1,085,404.61	57.60%
Other Taxes and Licenses	424,400	410,393.70	28,830.59	437,707	438,692.31	30,609.27	100.23%
Unrestricted Intergovernmental	753,230	321,964.60	-	703,310	301,673.37	-	42.89%
Restricted Intergovernmental	8,266,081	5,537,430.27	484,577.44	8,690,370	5,427,225.10	491,277.23	62.45%
Permits and Fees	260,025	218,999.13	8,888.20	269,541	216,458.42	25,129.34	80.31%
Sales and Services	2,773,908	2,091,683.20	219,519.41	2,816,795	2,177,544.56	303,983.92	77.31%
Investment Earnings	75,000	173,582.87	24,786.82	230,000	354,461.25	60,502.02	154.11%
Miscellaneous	360,818	350,839.14	19,652.40	441,505	294,910.49	21,359.08	66.80%
Total Revenues	68,684,659	58,229,161.19	2,531,040.67	71,500,670	60,605,666.63	2,560,329.65	84.76%
Expenditures							
General Government							
Governing Body	229,149	175,354.98	12,798.87	232,404	163,234.86	11,719.29	80.41%
Administration	672,049	499,095.32	48,670.23	464,311	328,852.53	33,108.49	71.58%
Human Resources	346,188	225,104.75	26,222.21	447,057	294,566.78	22,145.58	82.12%
Finance	503,660	403,143.47	38,684.93	562,681	450,612.12	33,646.66	80.92%
Internal Services	673,373	499,358.03	52,320.28	704,834	527,650.45	49,214.30	77.12%
Tax Administration	1,648,593	1,206,921.88	126,323.11	1,720,193	1,297,177.99	129,805.57	79.10%
Strategic Services	418,266	340,695.49	29,416.06	430,853	352,740.73	30,534.48	81.88%
County Attorney	-	-	-	344,385	253,434.26	21,377.29	76.84%
Pretrial Release	75,974	57,959.74	5,238.31	-	-	(168.85)	N/A
Court Facilities	13,952	9,701.05	18.83	41,100	3,118.69	562.17	8.87%
Elections	601,124	198,697.81	17,901.95	415,344	251,530.32	18,062.65	61.75%
Register of Deeds	291,635	228,061.79	17,749.46	341,219	258,572.37	22,253.16	80.87%
IT	1,259,508	980,170.29	79,383.51	1,425,138	1,076,123.92	57,280.00	86.19%
General Services	4,386,279	3,331,848.86	198,411.95	3,248,225	2,284,945.30	220,685.62	79.88%
Total	11,119,750	8,156,113.46	653,139.70	10,377,744	7,542,560.32	650,226.41	79.23%
Public Safety							
Sheriff	6,416,526	5,103,265.44	439,913.52	6,820,650	5,351,915.78	477,491.19	80.12%
Jail	2,364,956	1,722,815.39	117,689.10	2,454,252	1,745,522.56	117,676.98	80.45%
911 Communications	317,712	264,760.00	26,476.00	357,836	298,196.70	29,819.67	83.33%
State Fire Control Contribution	100,194	54,246.30	-	100,194	63,908.84	-	100.00%
Inspections	32,253	-	-	21,744	-	-	0.00%
Medical Examiner	70,000	39,400.00	400.00	70,000	39,550.00	1,000.00	56.50%
Juvenile Detention	50,500	44,131.00	-	75,400	66,490.00	6,832.00	88.18%
Emergency Medical Services	662,275	565,806.25	46,856.25	573,520	477,933.30	47,793.33	83.33%
Emergency Services	343,132	277,909.59	16,809.89	282,734	236,874.98	18,229.47	85.14%
Fire Marshall	319,253	228,180.63	24,323.22	319,349	229,571.51	20,240.14	72.96%
Total	10,676,801	8,300,514.60	672,467.98	11,075,679	8,509,963.67	719,082.78	80.32%

Lee County
 Monthly Financial Report
 For the Month Ended
 April 30, 2018

	For the year ending June 30, 2018				For the year ending June 30, 2019				
	17-18 Budget	YTD Thru 4/30/18	April 2018	% Used	18-19 Budget	YTD Thru 4/30/2019	April 2019	Encumbrances	% Used
Economic/Physical Development									
Planning	396,324	396,324.00	99,081.00	100.00%	661,694	429,156.72	102,423.50	-	64.86%
Economic Development	496,548	331,233.20	67,735.46	66.71%	1,031,085	550,811.06	80,625.19	-	53.42%
Cooperative Extension	284,893	218,757.38	17,583.77	76.79%	252,342	168,095.22	16,242.91	-	66.61%
Conservation	118,486	92,175.09	8,756.57	77.79%	163,939	136,716.87	8,633.42	-	83.39%
Total	1,296,251	1,038,489.67	193,156.80	80.11%	2,109,060	1,284,779.87	207,925.02	-	60.92%
Health and Welfare									
Health Department	3,500,648	2,441,354.86	232,713.94	69.74%	3,575,487	2,526,672.59	232,494.97	151,307.01	74.90%
Mental Health	240,000	200,000.00	20,000.00	83.33%	240,000	200,000.00	20,000.00	-	83.33%
Social Services-Admin	7,052,303	5,348,515.95	470,965.36	75.84%	7,295,825	5,524,214.96	480,087.42	46,575.14	76.36%
Social Services-Programs	1,475,748	712,665.40	71,006.28	48.29%	1,545,546	645,279.22	59,212.81	34,064.56	43.95%
Human Services Nonprofits	34,000	28,333.40	2,833.34	83.33%	43,500	21,250.06	1,958.34	-	48.85%
Senior Services - Transportation	907,969	669,957.11	55,200.83	73.79%	1,108,274	886,363.64	239,154.42	73,647.88	86.62%
Senior Services - General	1,007,040	736,699.79	68,829.19	73.15%	1,098,323	785,913.45	78,579.97	52,311.62	76.32%
JCPC	86,101	59,131.75	5,613.80	68.68%	161,771	109,839.57	1,007.05	2,000.00	69.13%
Emergency and Contingency	50,079	-	-	0.00%	45,000	-	-	-	0.00%
Total	14,353,888	10,196,658.26	927,162.74	71.04%	15,113,726	10,699,533.49	1,112,494.98	359,906.21	73.17%
Education									
School Current Expense	17,512,278	14,593,565.00	1,459,356.50	83.33%	17,862,278	14,885,231.70	1,488,523.17	-	83.33%
School Capital Outlay	2,032,506	1,122,921.70	112,292.17	55.25%	2,032,506	1,122,921.70	112,292.17	-	55.25%
CCCC Current Expense & Civic Ctr.	2,841,860	2,368,216.60	236,821.66	83.33%	2,952,655	2,460,545.80	246,054.58	-	83.33%
CCCC Special Appropriation	115,000	115,000.00	-	100.00%	125,000	27,801.00	-	-	22.24%
CCCC Capital Outlay	290,000	241,666.70	24,166.67	83.33%	45,000	37,500.00	3,750.00	-	83.33%
Total	22,791,644	18,441,370.00	1,832,637.00	80.91%	23,017,439	18,534,000.20	1,850,619.92	-	80.52%
Cultural and Recreational									
Libraries	705,337	487,090.82	50,845.41	69.06%	705,549	494,814.47	45,447.01	12,590.81	71.92%
Parks and Recreation	1,828,693	1,120,777.48	97,516.04	61.29%	1,569,085	995,227.10	87,722.90	69,458.07	67.85%
Nonprofits	7,000	5,833.40	583.34	83.33%	7,000	5,833.40	583.34	-	83.33%
Total	2,541,030	1,613,701.70	148,944.79	63.51%	2,281,634	1,495,874.97	133,753.25	82,048.88	69.16%
Debt Service									
	9,373,949	7,133,610.56	-	76.10%	11,347,171	9,213,979.63	1,787,037.50	-	81.20%
Total Expenditures	72,153,313	54,880,458.25	4,427,509.01	76.06%	75,322,453	57,280,692.15	6,461,139.86	1,507,557.52	78.05%
Revenues Over (Under) Expenditures	(3,468,654)	3,348,702.94	(1,896,468.34)	N/A	(3,821,783)	3,324,974.48	(3,900,810.21)	N/A	N/A

Lee County
 Monthly Financial Report
 For the Month Ended
 April 30, 2018

	For the year ending June 30, 2018					% Used	
	17-18 Budget	YTD Thru 4/30/18	April 2018	YTD Thru 4/30/2019	April 2019		Encumbrances
Transfers From Other Funds	667,899	-	-	-	-	0.00%	
Transfers to Other Funds	(1,076,829)	-	(2,342,272.00)	(712,000.00)	-	100.00%	
Total Other Financing Sources (Uses)	(408,930)	-	(2,342,272.00)	(712,000.00)	-	N/A	
Revenues and Other Financing Sources Over (Under) Expenditures and Other Financing (Uses)	(3,877,584)	3,348,702.94	(4,238,740.34)	2,612,974.48	(3,900,810.21)	N/A	
Appropriated Fund Balance	3,877,584	-	-	-	-	0.00%	
Revenues, Other Financing Sources and Appropriated Fund Balance Over (Under) Expenditures and Other Financing Uses	-	3,348,702.94	(4,238,740.34)	2,612,974.48	(3,900,810.21)	N/A	

	For the year ending June 30, 2019					% Used	
	18-19 Budget	YTD Thru 4/30/2019	April 2019	YTD Thru 4/30/2019	April 2019		Encumbrances
Transfers From Other Funds	2,067,120	-	-	-	-	0.00%	
Transfers to Other Funds	(712,000)	(712,000.00)	-	-	-	100.00%	
Total Other Financing Sources (Uses)	1,355,120	(712,000.00)	-	-	-	N/A	
Revenues and Other Financing Sources Over (Under) Expenditures and Other Financing (Uses)	(2,466,663)	2,612,974.48	(3,900,810.21)	2,612,974.48	(3,900,810.21)	N/A	
Appropriated Fund Balance	2,466,663	-	-	-	-	0.00%	
Revenues, Other Financing Sources and Appropriated Fund Balance Over (Under) Expenditures and Other Financing Uses	-	2,612,974.48	(3,900,810.21)	2,612,974.48	(3,900,810.21)	N/A	

Lee County
Sales Tax Distribution
2018-2019

Date	For the Month of	Total Distribution	Article 40		Article 42		Article 44	Art. 44 *524	Article 46
			Total	Co. (70%)	Sch (30%)	Total			
Jul-18		1,145,272.52	457,178.26	175,919.10	75,393.90	102,033.22	153,049.83	21,708.82	159,989.39
Aug-18		1,167,240.89	458,428.55	184,916.80	79,250.06	103,784.34	155,676.51	21,708.82	163,400.99
Sep-18		1,137,414.06	448,928.20	182,772.69	78,331.15	100,656.93	150,985.40	21,708.82	153,817.60
1st qtr totals		3,449,927.47	1,364,535.01	543,608.58	232,975.11	306,474.49	459,711.74	65,126.46	477,207.98
Oct-18		1,208,309.67	485,136.98	181,617.73	77,836.17	108,156.57	162,234.85	21,708.82	171,618.55
Nov-18		1,318,550.51	528,799.75	197,900.22	84,814.38	118,541.83	177,812.75	21,707.94	188,915.32
Dec-18		1,480,477.73	610,711.60	210,415.47	90,178.06	134,103.22	201,154.84	21,707.94	212,043.39
2nd qtr totals		4,007,337.91	1,624,648.33	589,933.42	252,828.61	360,801.62	541,202.44	65,124.70	572,577.26
Jan-19		1,085,404.61	437,038.67	160,419.03	68,751.01	97,042.41	145,563.61	21,707.94	154,981.94
Feb-19		1,084,233.89	436,067.77	165,093.99	70,754.57	96,399.96	144,599.94	21,707.94	149,609.72
Mar-19									
3rd qtr totals		2,169,638.50	873,106.44	325,513.02	139,505.58	193,442.37	290,163.55	43,415.88	304,491.66
Apr-19									
May-19									
Jun-19									
4th qtr totals									
Grand total		9,626,903.88	3,862,289.78	1,459,055.02	625,309.30	860,718.48	1,291,077.73	173,667.04	1,354,276.90
Budget		5,973,045.00	3,238,091.00	2,266,664.00	971,427.00	1,321,403.00	1,982,104.00	247,487.00	2,068,034.00
% of budget received			64.66%	64.37%	64.37%	65.14%		70.17%	65.49%

HISTORICAL ANALYSIS OF SALES TAX RECEIVED
Based on actual monthly distributions

ARTICLE 39

Population	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	Total	Period % change
FY 18-19	536,655.09	544,609.11	532,933.79	566,845.55	618,376.24	700,748.70	508,924.70	509,702.43	570,633.12	510,890.81	573,590.75	599,089.22	4,519,795.61	6.21%
FY 17-18	502,335.01	515,872.02	587,171.25	532,570.42	549,397.57	661,606.43	478,960.92	447,291.67	536,085.15	552,402.01	501,886.42	582,902.52	6,215,665.59	4.72%
FY 16-17	478,761.95	498,999.97	508,612.09	486,095.31	520,210.40	590,084.10	469,879.41	497,806.26	539,174.92	502,285.99	518,603.28	534,492.78	5,829,280.36	6.94%
FY 15-16	465,259.08	470,623.97	458,109.37	475,089.40	453,500.80	483,119.40	445,072.61	462,009.05	539,174.92	475,565.07	477,470.81	498,035.37	5,450,881.31	4.98%
FY 14-15	429,302.88	417,505.46	433,581.65	397,178.96	470,844.04	410,327.35	435,297.37	448,226.83	415,134.15	451,510.39	470,537.12	474,993.44	5,191,693.42	12.96%
FY 13-14	400,368.31	441,107.55	388,259.09	417,739.52	443,264.86	483,573.68	385,160.28	410,925.03	422,446.32	297,237.40	465,231.11	445,825.97	4,600,006.25	
FY 12-13	356,208.34	378,813.94	376,209.55	360,718.99	376,443.30	395,222.34	350,932.73	394,914.26	422,446.32	297,237.40	465,231.11	445,825.97	4,600,006.25	

ARTICLES 40 & 42

FY 18-19	505,395.05	523,627.70	512,746.17	529,845.32	579,069.18	635,851.59	471,776.06	476,646.46	546,176.97	496,031.49	549,969.24	579,907.28	4,236,160.33	5.65%
FY 17-18	493,429.48	494,817.32	525,632.77	488,364.85	527,463.11	607,541.25	446,677.81	425,503.31	546,176.97	496,031.49	549,969.24	579,907.28	6,181,606.88	4.86%
FY 16-17	460,978.30	484,181.31	477,810.40	470,872.47	497,796.82	592,476.43	427,537.63	451,353.83	522,481.99	515,327.66	475,774.40	549,031.55	5,995,332.79	5.20%
FY 15-16	466,881.30	445,744.26	446,465.17	439,688.90	451,935.72	504,219.69	407,565.16	425,099.30	510,177.99	497,813.87	483,991.86	523,701.55	5,604,174.87	5.27%
FY 14-15	431,269.14	427,263.94	423,446.27	416,849.15	448,206.02	595,778.10	406,333.33	406,757.64	424,665.78	453,090.59	484,751.71	492,934.92	5,223,397.89	6.18%
FY 13-14	402,846.16	417,774.34	393,099.15	376,277.66	426,467.20	476,486.27	360,353.10	393,435.72	413,962.54	418,493.31	454,410.74	479,948.49	5,013,344.68	13.66%
FY 12-13	352,094.18	357,550.03	345,418.63	332,926.02	358,084.28	371,346.76	316,911.05	367,965.33	387,527.23	342,015.10	431,591.71	445,396.98	4,410,825.30	

ARTICLE 44

FY 18-19	21,708.82	21,788.65	21,922.08	21,708.82	21,786.26	21,871.15	21,707.94	21,707.94	20,825.27	20,858.97	20,779.84	21,708.82	174,176.67	5.34%
FY 17-18	20,637.11	20,809.85	20,677.25	20,687.94	20,625.27	20,625.27	20,649.52	20,637.53	20,825.27	20,858.97	20,779.84	21,708.82	249,122.84	7.16%
FY 16-17	19,871.19	19,265.47	19,359.47	19,221.44	19,201.56	19,214.45	19,202.62	19,201.18	19,220.34	19,206.05	19,211.47	20,008.11	232,483.35	
FY 15-16	3.14	8.31	167.07	1.82	56.20	80.34	113.05	153.30	275.86	44.31	82.70	19,267.86	20,253.96	
FY 14-15	192.39	112.85	90.16	(248.79)	37.51	35.84	38.83	(662.51)	116.77	116.77	33.51	95.08	(151.46)	
FY 13-14	66.60	50.01	77.78	99.52	73.90	235.15	205.21	764.73	167.96	639.71	0.63	2,652.51	5,233.71	
FY 12-13	(634.63)	1,424.73	1,058.22	234.82	141.46	152.99	(25.99)	6,171.67	131.56	141.04	338.38	61.76	9,195.97	

ARTICLE 46

FY 18-19	159,860.39	163,400.99	153,817.60	171,619.55	188,915.32	212,043.39	154,881.94	149,609.72	169,916.95	151,023.50	172,593.78	178,221.64	1,354,276.90	6.44%
FY 17-18	148,167.88	154,568.94	168,896.69	165,277.35	199,388.88	141,504.75	133,525.07	133,525.07	169,916.95	178,221.64	192,654.63	178,761.75	1,944,040.28	4.35%
FY 16-17	141,152.73	148,578.29	152,816.21	148,793.05	156,780.27	174,044.85	139,697.84	147,610.04	158,177.70	165,020.11	162,654.63	161,899.68	1,863,087.47	8.85%
FY 15-16	137,434.69	135,362.20	135,294.78	139,655.57	139,515.62	140,169.90	127,237.32	133,843.96	162,802.67	147,095.94	151,139.66	148,946.08	1,711,646.81	10.18%
FY 14-15	122,047.40	116,047.51	124,093.08	110,797.71	133,766.02	161,320.16	113,075.29	122,866.95	127,883.13	137,380.67	137,558.26	146,946.08	1,553,572.26	7.14%
FY 13-14	111,509.89	122,621.52	105,729.88	118,833.94	123,682.86	140,287.92	105,673.29	113,268.27	112,519.75	127,126.09	134,479.38	134,151.34	1,449,584.23	1.74%
FY 12-13	112,209.67	121,853.30	116,982.37	115,284.21	123,047.73	139,791.47	111,487.86	119,510.09	134,720.91	77,281.45	129,463.14	123,541.55	1,425,163.75	

CITY HOLD HARMLESS

FY 18-19	(79,478.83)	(86,180.86)	(84,005.59)	(81,078.57)	(89,576.49)	(90,037.10)	(71,886.03)	(73,634.66)	(69,148.33)	(84,918.33)	(89,866.07)	(96,250.27)	(655,875.83)	3.41%
FY 17-18	(85,406.36)	(81,726.65)	(79,446.98)	(72,509.60)	(87,156.99)	(99,167.99)	(69,246.06)	(89,598.37)	(85,101.45)	(79,181.26)	(76,515.62)	(96,521.70)	(893,581.34)	5.10%
FY 16-17	(75,855.66)	(82,151.71)	(75,360.83)	(74,269.96)	(81,565.40)	(84,597.28)	(61,710.86)	(68,472.43)	(85,101.45)	(79,181.26)	(76,515.62)	(96,521.70)	(945,404.17)	0.20%
FY 15-16	(86,504.69)	(72,675.37)	(78,202.56)	(87,806.98)	(74,974.17)	(101,149.70)	(60,929.51)	(65,056.91)	(83,482.31)	(84,960.80)	(90,032.44)	(90,032.44)	(943,483.42)	8.76%
FY 14-15	(73,342.36)	(75,031.46)	(87,451.92)	(76,968.31)	(66,610.69)	(63,041.27)	(63,803.98)	(59,060.79)	(65,472.47)	(80,511.41)	(86,187.81)	(86,187.81)	(867,435.24)	12.07%
FY 13-14	(64,907.71)	(55,109.39)	(63,592.88)	(46,298.86)	(62,106.60)	(70,113.63)	(48,850.17)	(56,797.97)	(64,923.66)	(55,636.36)	(71,145.03)	(82,837.75)	(745,910.01)	-15.03%
FY 12-13	(82,891.24)	(78,200.12)	(69,242.25)	(67,944.14)	(79,279.06)	(83,624.52)	(82,245.81)	(76,873.64)	(77,435.58)	(67,961.64)	(61,509.61)	(69,545.70)	(876,753.51)	

TOTAL

FY 18-19	1,145,272.52	1,167,240.88	1,137,414.06	1,208,039.67	1,318,550.91	1,480,477.73	1,085,404.61	1,094,233.89	1,218,203.98	1,094,586.44	1,227,037.54	1,282,675.89	9,627,533.86	6.19%
FY 17-18	1,079,163.12	1,104,331.48	1,202,872.98	1,131,126.46	1,175,576.51	1,398,973.90	1,017,846.94	957,561.21	1,145,873.73	1,172,774.57	1,079,911.30	1,242,782.23	13,888,966.65	4.74%
FY 16-17	1,024,508.32	1,069,863.33	1,083,237.34	1,093,652.29	1,112,413.65	1,241,222.56	994,306.84	1,037,498.88	1,128,916.83	1,052,279.31	1,086,419.53	1,149,329.43	13,261,165.03	8.50%
FY 15-16	982,873.52	979,063.52	961,823.83	968,826.71	992,034.17	1,028,439.53	919,058.63	957,008.72	1,128,916.83	1,052,279.31	1,086,419.53	1,149,329.43	12,221,875.56	6.65%
FY 14-15	909,469.40	885,898.30	913,739.44	847,807.72	984,242.90	1,171,649.20	859,670.81	904,968.66	937,341.38	947,170.34	999,202.68	1,048,823.64	11,466,184.47	4.99%
FY 13-14	848,983.35	923,444.04	823,573.02	866,651.79	931,402.22	1,040,489.39	802,541.71	861,565.76	876,960.74	942,333.12	988,282.84	1,008,008.03	10,915,246.03	14.08%
FY 12-13	739,986.12	779,441.88	770,426.52	741,220.00	777,437.71	812,669.04	719,059.90	811,685.71	867,392.44	648,713.35	855,104.53	946,000.56	9,568,437.76	

COUNTY-WIDE
HISTORICAL ANALYSIS OF SALES TAX RECEIVED
Based on actual monthly distributions

ARTICLE 39

	POPULATION	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	TOTAL	Period % change
FY 18-19	58,059	725,823.89	736,581.68	720,780.85	768,656.38	836,351.43	947,759.85	688,318.66	689,370.52	773,645.98	692,648.29	775,765.99	810,264.45	6,111,653.26	18.40%
FY 17-18		681,049.81	689,402.65	768,952.49	722,041.80	744,814.83	888,964.67	648,546.32	606,423.63	725,839.82	749,330.03	680,441.42	790,280.44	8,820,541.41	4.82%
FY 16-17		649,437.73	676,890.47	689,929.27	676,938.43	705,662.31	788,880.62	637,398.62	661,706.28	744,313.11	693,466.72	703,482.32	725,036.27	8,430,725.44	6.09%
FY 15-16		642,346.59	648,753.46	632,475.54	655,918.52	658,486.52	667,004.92	614,476.71	637,859.53	704,502.36	641,372.16	687,598.23	687,598.23	7,410,923.80	8.25%
FY 14-15		578,980.45	563,069.89	584,751.37	535,656.50	635,005.12	751,948.96	553,389.11	587,051.52	604,313.11	599,764.09	634,591.19	634,591.19	6,916,567.13	7.16%
FY 13-14		531,823.48	585,945.48	515,744.20	554,904.54	568,837.71	655,638.90	511,627.89	545,852.52	551,443.70	599,764.09	604,706.51	599,764.09	6,916,567.13	3.01%
FY 12-13		539,511.98	567,418.24	566,508.12	543,161.95	585,354.29	580,079.87	528,445.50	594,674.27	636,135.93	394,002.26	804,706.51	593,275.87	6,713,294.79	

ARTICLES 40 & 42

FY 18-19	58,059	684,889.85	708,204.38	693,487.16	716,613.89	783,188.78	859,986.77	638,076.26	644,985.66	740,488.13	672,503.50	743,881.23	784,322.31	6,729,390.37	5.40%
FY 17-18		668,975.80	670,857.36	712,635.97	682,095.75	715,117.46	823,854.86	605,455.79	577,157.54	708,757.27	699,038.91	845,038.60	744,355.26	8,377,126.70	4.76%
FY 16-17		626,314.32	658,802.63	648,146.87	638,735.89	675,244.84	762,985.92	579,546.30	612,258.77	708,757.27	673,486.34	670,015.67	710,398.03	7,896,239.48	3.69%
FY 15-16		644,586.25	615,404.01	616,385.50	607,043.84	623,952.06	696,136.42	562,683.13	588,226.52	704,352.58	611,081.87	880,556.44	680,556.44	7,712,690.35	6.40%
FY 14-15		581,632.32	576,230.68	571,081.99	562,184.77	601,777.00	722,578.95	539,910.68	548,574.82	572,753.88	611,081.87	880,556.44	680,556.44	7,248,900.60	8.54%
FY 13-14		534,855.27	554,950.78	522,160.20	499,828.65	588,487.96	632,940.82	478,875.25	522,820.57	549,887.38	555,905.84	612,842.30	647,283.87	6,678,448.90	3.86%
FY 12-13		530,303.20	538,410.03	520,142.20	501,330.43	539,214.54	558,185.59	480,226.25	554,090.72	583,550.64	453,357.23	573,305.09	591,643.34	6,424,789.26	

ARTICLE 44

FY 18-19	58,059	29,361.09	29,482.29	29,646.54	29,861.09	29,438.79	29,580.66	29,359.91	29,359.91	27,963.07	28,008.75	26,104.87	29,361.09	235,673.28	6.08%
FY 17-18		27,878.14	28,213.33	28,033.56	28,048.05	27,983.07	27,983.07	27,985.95	27,978.70	27,963.07	26,008.75	26,104.87	27,983.07	337,613.45	7.07%
FY 16-17		26,548.20	28,133.50	26,281.00	26,073.77	26,046.80	25,084.30	26,046.29	26,046.29	26,072.28	26,052.89	26,046.29	27,983.07	315,333.39	
FY 15-16		4.34	11.47	230.67	2.51	77.59	110.92	156.07	211.68	380.86	61.17	112.17	26,136.74	27,496.17	
FY 14-15		266.46	152.19	108.11	(38.88)	50.59	48.07	52.37	(893.50)	24.42	157.48	131.27	131.27	(108.15)	
FY 13-14		88.46	66.43	103.32	132.19	98.16	312.36	272.59	1,015.83	223.12	1,115.43	0.86	3,577.31	7,006.06	
FY 12-13		(956.15)	2,145.41	1,593.51	353.75	213.02	230.37	(39.05)	9,293.49	198.10	196.98	448.49	82.04	13,750.94	

ARTICLE 46

FY 18-19	58,059	159,989.39	163,400.99	153,817.60	171,616.55	188,915.32	212,043.39	154,881.94	149,608.72	169,916.95	151,023.50	172,589.78	178,221.64	1,364,276.90	6.44%
FY 17-18		148,188.88	154,558.94	168,838.69	162,022.85	165,277.35	198,398.98	141,504.75	133,525.07	158,177.70	165,020.11	152,654.63	176,761.75	1,944,041.28	4.35%
FY 16-17		141,152.73	149,578.29	152,816.21	148,783.05	166,780.27	174,044.85	139,897.84	147,810.04	158,177.70	147,095.84	151,139.68	161,889.88	1,863,087.47	8.85%
FY 15-16		137,434.69	135,962.20	135,294.78	139,855.57	138,515.62	140,169.80	127,237.32	133,843.98	162,802.67	147,095.84	151,139.68	161,889.88	1,711,649.81	10.18%
FY 14-15		122,047.40	116,047.51	124,063.08	110,797.71	133,766.02	161,320.16	113,075.29	122,688.95	127,883.13	137,380.67	137,380.67	146,946.08	1,553,572.26	7.14%
FY 13-14		111,509.99	122,621.52	105,729.88	116,833.94	123,682.86	140,287.92	105,873.29	113,268.27	112,619.75	127,128.09	134,478.38	134,151.34	1,448,964.23	1.74%
FY 12-13		112,208.67	121,853.30	116,882.37	115,284.21	123,047.73	139,791.47	111,487.86	119,510.09	134,720.91	77,281.45	129,453.14	123,541.55	1,425,163.76	

TOTAL

FY 18-19	58,059	1,600,073.02	1,637,649.34	1,597,745.17	1,684,248.71	1,837,894.32	2,049,370.67	1,510,635.77	1,513,275.81	1,712,015.13	1,544,185.04	1,720,295.37	1,802,169.49	13,430,893.81	5.75%
FY 17-18		1,526,173.43	1,553,032.28	1,678,460.71	1,574,208.45	1,653,172.71	1,947,021.48	1,423,502.91	1,345,085.94	1,712,015.13	1,544,185.04	1,720,295.37	1,802,169.49	19,479,322.84	4.70%
FY 16-17		1,442,452.98	1,508,404.89	1,517,153.45	1,480,540.94	1,563,734.22	1,749,985.89	1,382,660.00	1,447,621.38	1,616,847.07	1,639,441.94	1,504,181.94	1,739,341.28	18,805,385.78	6.47%
FY 15-16		1,424,371.87	1,400,531.14	1,384,386.48	1,402,818.44	1,420,031.79	1,503,422.06	1,304,663.23	1,360,141.68	1,611,859.22	1,514,110.07	1,524,748.82	1,623,470.72	17,474,466.64	7.78%
FY 14-15		1,282,926.63	1,265,500.27	1,280,024.55	1,208,302.10	1,370,598.73	1,635,887.04	1,209,427.43	1,257,389.79	1,305,163.57	1,389,972.18	1,505,844.20	1,515,232.02	16,213,388.61	7.77%
FY 13-14		1,178,296.20	1,263,594.21	1,143,737.60	1,173,698.32	1,279,116.69	1,428,180.00	1,096,249.82	1,182,757.19	1,214,173.96	1,288,911.45	1,381,913.73	1,424,389.95	16,051,006.32	3.25%
FY 12-13		1,181,068.70	1,229,826.98	1,205,226.20	1,160,150.34	1,227,828.66	1,279,287.30	1,120,120.56	1,277,568.57	1,354,605.58	924,827.80	1,307,814.23	1,308,542.80	14,576,563.74	