

**TENTATIVE AGENDA & MEETING NOTICE  
BOARD OF COUNTY COMMISSIONERS**

**TUESDAY, MAY 7, 2019  
8:30 A.M.**

**WATAUGA COUNTY ADMINISTRATION BUILDING  
COMMISSIONERS' BOARD ROOM**

TIME	#	TOPIC	PRESENTER	PAGE
8:30	1	CALL REGULAR MEETING TO ORDER		
	2	APPROVAL OF MINUTES: April 16, 2019, Regular Meeting April 16, 2019, Closed Session		1
	3	APPROVAL OF THE MAY 7, 2019, AGENDA		11
8:35	4	PEC CHANNEL AGREEMENT WITH APPSTATE	MR. ROBERT GELBER	13
8:40	5	PURCHASE OF EQUIPMENT FOR BODY STORAGE AT THE WATAUGA MEDICAL CENTER	MS. JENNIFER GREENE	21
8:45	6	COMMUNITY RECREATION CENTER CHANGE ORDER # 3	MR. CHAD ROBERSON	37
8:50	7	SOIL & WATER CONSERVATION OFFICE REQUEST TO EXTEND OFFICE HOURS	MR. DENNY NORRIS	53
8:55	8	UPDATED NC DEPARTMENT OF HEALTH AND HUMAN SERVICES (DHHS)/COUNTY MEMORANDUM OF UNDERSTANDING (MOU) PURSUANT TO G. S. 108A-74	MR. TOM HUGHES	55
9:00	9	PROPOSED UPGRADE TO RECREATION SOFTWARE	MR. STEPHEN POULOS	111
9:05	10	MAINTENANCE MATTERS	MR. ROBERT MARSH	
		A. Request for Exemption from Quality Based Selection Process for the Procurement of Engineering Services		121
		B. Request to Hire Timmons Group for Design of New Recreational Facility (Tennis and Basketball Courts)		123
9:10	11	REQUEST TO ACCEPT NC DEPARTMENT OF NATURAL AND CULTURAL RESOURCES GRANT FOR RENOVATIONS AND IMPROVEMENTS TO THE WESTERN WATAUGA COMMUNITY CENTER	MS. MISTY WATSON	129
9:15	12	MISCELLANEOUS ADMINISTRATIVE MATTERS	MR. DERON GEOUQUE	
		A. Presentation of the FY 2020 Capital Improvement Plan (CIP)		145
		B. Presentation of the Manager's FY 2020 Recommended Budget		147
		C. Proposed Lease Renewal with Cove Creek Preservation and Development (CCP&D)		149
		D. Proposed Appalachian Enterprise Center Lease Renewal with NC Works		155
		E. Bid Award for Re-Turfing of One of the Two Fields At Ted Mackorell Soccer Complex		167
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10:20	14	BREAK		189
10:25	15	CLOSED SESSION Attorney/Client Matters – G. S. 143-318.11(a)(3)		189
10:45	16	ADJOURN		

**AGENDA ITEM 2:**

**APPROVAL OF MINUTES:**

April 16, 2019, Regular Meeting

April 16, 2019, Closed Session

**DRAFT**

**MINUTES**  
**WATAUGA COUNTY BOARD OF COMMISSIONERS**  
**TUESDAY, APRIL 16, 2019**

The Watauga County Board of Commissioners held a regular meeting, as scheduled, on Tuesday, April 16, 2019, at 5:30 P.M. in the Commissioners' Board Room of the Watauga County Administration Building, Boone, North Carolina.

PRESENT: John Welch, Chairman  
 Billy Kennedy, Vice-Chairman  
 Larry Turnbow, Commissioner  
 Charlie Wallin, Commissioner  
 Perry Yates, Commissioner  
 Anthony di Santi, County Attorney  
 Deron Geouque, County Manager  
 Anita J. Fogle, Clerk to the Board

Commissioner Yates opened with a prayer and Vice-Chairman Kennedy led the Pledge of Allegiance.

**APPROVAL OF MINUTES**

Chairman Welch called for additions and/or corrections to the April 3, 2019, regular meeting and closed session minutes.

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to approve the February 18 & 19, 2019, special meeting minutes as presented.

VOTE: Aye-5  
 Nay-0

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to approve the April 3, 2019, regular meeting minutes as presented.

VOTE: Aye-5  
 Nay-0

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to approve the April 3, 2019, closed session minutes as presented.

VOTE: Aye-5  
 Nay-0

**APPROVAL OF AGENDA**

Vice-Chairman Kennedy called for additions and/or corrections to the April 16, 2019, agenda.

County Manager Geouque requested to add consideration of the Encore Lease (formerly Watauga Solar).

Commissioner Turnbow, seconded by Commissioner Yates, moved to approve the April 16, 2019, agenda as amended.

VOTE: Aye-5  
Nay-0

**PUBLIC HEARING TO ALLOW CITIZEN COMMENT ON PROPOSED AMENDMENTS TO THE WATAUGA COUNTY SOLID WASTE ORDINANCE**

Chairman Welch stated that a public hearing had been scheduled to allow citizen comment on proposed changes to the Solid Waste Ordinance.

Mr. Rex Buck, Operations Service Director, requested the Board amend the Solid Waste Ordinance Article IV, Sections 5 and 22 and incorporate a definition for Municipal Solid Waste Collector. The changes are required to clarify the different types of waste generated in the County and how those wastes are collected.

Commissioner Yates, seconded by Commissioner Turnbow, moved to declare the public hearing open at 5:39 P.M.

VOTE: Aye-5  
Nay-0

There being no public comment, Commissioner Turnbow, seconded by Commissioner Yates, moved to declare the public hearing closed at 5:39 P.M.

VOTE: Aye-5  
Nay-0

Vice-Chairman Kennedy, seconded by Commissioner Wallin, moved to adopt the Solid Waste Ordinance as presented.

VOTE: Aye-5  
Nay-0

**LAW ENFORCEMENT ASSISTED DIVERSION (LEAD) PROGRAM PRESENTATION**

Sargent Casey Miller shared information on the Law Enforcement Assisted Diversion (LEAD) program. The following were present in support of the program: Dr. Marisa Cornell, Executive Director of Mediation and Restorative Justice Center; Ms. Ashley Bare with AppHealthCare; Mr. Seth Banks, District Attorney; Ms. Diane Deal, Clerk of Court; Mr. Murray Hawkins with

Daymark; Ms. Tina Krause, Executive Director of Hospitality House; and others. Sargent Miller stated that LEAD is a program designed to help trauma victims before they get caught up in the cycle of being in jail. Similar programs have proven to be less expensive to fund than the cost to of housing an inmate.

Dr. Cornell stated that LEAD will offer an earlier intervention than Drug Court and helps address underlying issues by working through law enforcement, health care, Hospitality House, etc.

Ms. Ashley Bare who is associated with LEAD through her work at AppHealthCare shared her life experiences of how a similar program in a neighboring county helped her break the cycle of being in an abusive relationship with a drug dealer. Ms. Bare stated that she knew she needed to stop the lifestyle she was living but did not know how to do so. A program like LEAD would have potentially kept her from entering the cycle upon her first arrest.

Vice-Chairman Kennedy stated that mental health is underfunded and stated that the Board was working toward funding this new program.

Chairman Welch thanked all of those in attendance who are involved in and support the LEAD program.

## **TAX MATTERS**

### ***A. Monthly Collections Report***

Tax Administrator, Mr. Larry Warren, presented the Tax Collections Report for the month of March 2019. The report was presented for information only and, therefore, no action was required.

### ***B. Refunds and Releases***

Mr. Warren presented the Refunds and Releases Report for March 2019 for Board approval:

TO BE TYPED IN MINUTE BOOK

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to approve the Refunds and Releases Report for March 2019 as presented.

VOTE: Aye-5  
Nay-0

## **FINANCE MATTERS**

### ***A. Budget Amendments***

Ms. Misty Watson, Finance Director, County Manager Geouque reviewed the following budget amendments:

Account #	Description	Debit	Credit
145410-440002	Low Income Energy Assistance Program		\$50,000
143531-323000	Allocations – Federal and State	\$50,000	

The amendment recognizes reduced funding for the Low Income Energy Assistance Program.

103300-343317	Homeland Security Grant – Prime Mover		\$1,500
104330-454000	Capital Outlay – Vehicles	\$1,500	

The amendment recognizes the acceptance of additional funds for the Homeland Security Grant for the prime mover. No match is required.

103300-332006	Senior Health Info Grant		\$1,816
105550-449901	Senior Health Insurance Information Program	\$1,816	

The amendment recognizes the acceptance of the Senior Health Insurance Information Program (SHIIP) Medicare Improvements for Patients and Providers Act (MIPPA) grant funds. No County dollars are required as match funds. The grant was accepted at the February 19, 2019 Board meeting.

145310-469101	Professional Services – Legal (DSS)	\$55,000	
145370-469101	Professional Services – Legal (CSE)	\$6,000	
143531-323000	Admin Cost Reimbursement – Federal and State		\$31,460
143991-399100	Appropriated Fund Balance		\$29,540

The amendment recognizes additional funding needs for legal fees associated with child support enforcement and foster care.

104920-463000	General Appropriations	\$33,463	
103980-398121	Transfer from Capital Projects Fund		\$33,463
219800-498010	Transfer to General Fund	\$33,463	
213991-399101	Appropriated fund balance		\$33,463

The amendment allocates funds from CIP set-aside funds for projects as requested by the Economic Development Commission for High Country Local First as approved at the February 5, 2019, Board meeting.

663300-347220	NC Department of Environmental Quality		\$10,000
663300-385501	Watauga County Schools Grant Match		\$2,000
667421-455002	Capital Outlay – other	\$12,000	

The amendment recognizes the acceptance of the recycling grant funds to purchase recycling containers. The 20 percent match is to be provided by the Watauga County Board of Education as the containers will be located at area schools.

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to approve the budget amendments as presented by Ms. Watson.

VOTE: Aye-5  
Nay-0

***B. Proposed Audit Contract***

Ms. Watson presented a proposed audit contract for Fiscal Year 2019 and engagement letter with Gould Killian, CPA Group, P.A., in the amount of \$51,000 which includes two (2) major programs. Additional program testing, if needed, will be assessed at \$2,600 per each program. This will be the second year the County will be utilizing Gould Killian. Ms. Watson stated that staff was very satisfied with the work product and interaction with Gould Killian personnel. The audit was completed and submitted timely to the Local Government Commission (LGC).

Vice-Chairman Kennedy, seconded by Commissioner Yates, moved to approve the letter of engagement and audit contract with Gould Killian, CPA Group, P.A. as presented by Ms. Watson.

VOTE: Aye-5  
Nay-0

**MISCELLANEOUS ADMINISTRATIVE MATTERS*****A. Encore Lease Agreement***

County Manager Geouque presented a proposed lease of a portion of the landfill property to Encore Renewable Energy. Property owned by the County may be leased or rented for such terms and upon such conditions as the Board may determine, for up to ten (10) years or twenty-five (25) years for a renewable energy project such as this. Property may be rented or leased only pursuant to a resolution of the Board authorizing the execution of the lease or rental agreement adopted at a regular Board meeting upon 10 days' public notice. The notice has been given.

Commissioner Turnbow, seconded by Commissioner Yates, moved to approve the lease as presented by the County Manager.

VOTE: Aye-5  
Nay-0

***B. Proposed Resolution Supporting Increased Access To Healthcare In North Carolina***

County Manager Geouque, per Commissioner request, presented a proposed resolution supporting increased access to healthcare in North Carolina. Appalachian Regional Healthcare System has already adopted a similar resolution and requested the County do the same. Vice-Chairman Kennedy stated that he is on Watauga Medical Center's Board of Trustees and this is a non-partisan resolution encouraging access to healthcare and continuing support of local hospitals.

Commissioner Turnbow, seconded by Vice-Chairman Kennedy, moved to adopt the resolution as presented.

VOTE: Aye-5  
Nay-0



***C. Proposed Appalachian Enterprise Center Lease Renewal***

County Manager Geouque stated that a lease with the High Country Workforce Development Board (HCWDB) for a portion of the Appalachian Enterprise Center (AEC) has expired. The County Attorney prepared the previous lease and staff has updated the lease to reflect the new terms. The lease amount is proposed at \$45,000 which would include utilities and maintenance and is consistent with the lease amount for incubator tenants.

A proposed resolution authorizing the lease to the High Country Workforce Development Board (HCWDB) for a portion of the Appalachian Enterprise Center (AEC) located at 130 Popular Grove Road Connector was presented. The term is for three (3) years with the rent to be paid by High Country Workforce Development Board (HCWDB) to Watauga County in the amount of forty-five thousand (\$45,000) per annum. Property owned by the County may be leased or rented for such terms and upon such conditions as the Board may determine, for up to ten (10) years. Property may be rented or leased only pursuant to a resolution of the Board authorizing the execution of the lease or rental agreement adopted at a regular Board meeting upon 10 days' public notice. Notice shall be given by publication describing the property to be leased or rented, stating the annual rental or lease payments, and announcing the Board's intent to authorize the lease or rental at a meeting after the ten day notice.

Commissioner Turnbow, seconded by Vice-Chairman Kennedy, moved to adopt the resolution as presented and give the ten day notice for consideration of the lease at a future meeting.

VOTE: Aye-5  
Nay-0

***D. Proposed Lease with Appalachian State University for Use of Human Services Parking Lot on Home Game Days***

Vice-Chairman Kennedy called for a motion to recuse Chairman Welch and Commissioner Wallin from this matter as they are both employees of Appalachian State University.

Commissioner Turnbow, seconded by Commissioner Yates moved to recuse Chairman Welch and Commissioner Wallin from this matter.

VOTE: Aye-5  
Nay-0

County Manager Geouque stated that Appalachian State University has requested to lease the Human Services lot again this year for home football game parking. Proposed terms of the agreement are proposed to include:

- ASU pays the County \$5,000 to use the Human Service parking lot for home games (six are scheduled in the upcoming season.)
- ASU is responsible for security, portable toilets, and clean-up
- Term is for one-year.
- Access to Thursday game day parking will be restricted until after 5:30 PM.

Commissioner Turnbow, seconded by Commissioner Yates, moved to approve a lease with Appalachian State University for the Human Services lot for football game day parking contingent upon the County Attorney and County Manager making sure the terms are met as presented.

VOTE: Aye-3(Kennedy, Turnbow, Yates)  
Nay-0  
Recused-2(Welch, Wallin)

Commissioner Yates, seconded by Commissioner Turnbow, moved to reinstate Chairman Welch and Commissioner Wallin to the meeting.

VOTE: Aye-3(Kennedy, Turnbow, Yates)  
Nay-0  
Recused-2(Welch, Wallin)

### ***E. Boards and Commissions***

#### ***Boone Rural Fire Protection Service District Board***

Each Commissioner nominates a representative to the Boone Rural Fire Protection Service District Board whose terms run concurrent with the term of the appointing Commissioner. Boone Rural Fire Service District Board members must own property and reside within that Fire Service District.

### ***F. Announcements***

County Manager Geouque announced the following:

- Special Announcements & Recognitions will be given Tuesday, April 30, at 12:00 P.M. at the Watauga County Swim Complex. This is the last day the pool will be open and citizens are welcome to come enjoy fellowship and refreshments all day.
- As part of the Carolina Panthers Silver Season celebration, the team will recognize May 1 as “Keep Pounding Day” creating a new annual tradition for a day of community service. The team will execute 25 service projects in communities across North and South Carolina in a symbolic tribute to the Panthers 25th season. As a part of this service, new raised gardens will be built for the Senior Center. The project is scheduled to begin at 10:00 A.M. at the Project on Aging.

Chairman Welch stated that the Panthers started “Keep Pounding Day” on May 1 (5/1) to honor Sam Mills, former teammate who died from cancer, whose jersey number was 51.

### **PUBLIC COMMENT**

The following shared comments in opposition to proposed asphalt plants focusing on the proposed Rainbow Trail plant:

Bobby Herring  
 Andrew P. Mason  
 Harvard Ayers  
 Gary Sigmon  
 Tony Schlare  
 Lindsay Scott  
 Lindsay Williams  
 Louis Zeller

Lauren Waterworth  
 Will Canu  
 Ronnie Marsh  
 Taylor Marsh  
 Dale Harrington  
 Mary Sheryl Horine  
 John Prickett  
 Kelly Crump

Anne Ward  
 Lia Gillin  
 Sherri Lander  
 Jack Hellenbrand  
 Adam Whiteby  
 Matt Jeniso  
 Clyde Burleson

County Attorney di Santi stated that the County had to get the Appalachian Materials case back before Judge Horne. The case would ultimately be remanded to the Board of Adjustment and then to Mr. Joe Furman, Planning and Inspections Director, who would then start the process. County Attorney di Santi stated that the Judge would be starting a capital murder case this week and expected it would take four to five months for the case to get back to the County. He stated that it could be a considerable amount of time. The County Attorney stated that Appalachian Materials cannot start the asphalt plant during the wait.

### **CLOSED SESSION**

At 6:59 P.M., Commissioner Wallin, seconded by Commissioner Turnbow, moved to enter Closed Session to discuss Attorney/Client Matters, per G. S. 143-318.11(a)(3).

VOTE: Aye-5  
 Nay-0

Commissioner Yates, seconded by Commissioner Turnbow, moved to resume the open meeting at 7:55 P.M.

VOTE: Aye-5  
 Nay-0

### **ADJOURN**

Commissioner Yates, seconded by Commissioner Turnbow, moved to adjourn the meeting at 7:55 P.M.

VOTE: Aye-5  
 Nay-0

John Welch, Chairman

ATTEST:  
 Anita J. Fogle, Clerk to the Board

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**AGENDA ITEM 3:**

**APPROVAL OF THE MAY 7, 2019, AGENDA**

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**AGENDA ITEM 4:**

**PEC CHANNEL AGREEMENT WITH APPSTATE**

**MANAGER'S COMMENTS:**

Mr. Robert Gelber, General Manager of AppTV, will request the Board adopt the included agreement. The agreement would certify AppTV as Watauga County's education PEG channel. This would enable AppTV to record and store county commissioner meetings, relay local emergency alerts and open up more opportunities in the future. The County Attorney and IT Director have reviewed the agreement and recommended its adoption.

Board action is requested to adopt the agreement as presented.

**DESIGNATION AND CERTIFICATION OF APPTV  
AS A PEG CHANNEL AGREEMENT  
BETWEEN APPALACHIAN STATE UNIVERSITY  
AND WATAUGA COUNTY**

THIS AGREEMENT, made and entered into this the 7<sup>th</sup> day of May 2019, by and between Watauga County, (“County”), and Appalachian State University, a constituent institution of the University of North Carolina, (“University”);

WHEREAS, University seeks to partner with County to provide Appalachian’s television channel, 198 on Spectrum (AppTV) as a Public Access, Education or Government Channel (PEG);

WHEREAS, University seeks to make AppTV the educational television station for the western area of North Carolina including the areas of the Town of Boone, Watauga County and the surrounding counties;

WHEREAS, AppTV is a 24/7 noncommercial television channel providing a vast array of scholarly, scientific, arts, sports and entertainment programming;

WHEREAS, County desires to support University in this endeavor and is willing to request designation and certification of Channel 198 from the cable service provider as the County’s designated PEG channel so that AppTV on Channel 198 will be preserved as a PEG channel and able to benefit from the distribution of funds for the operation of a PEG channel from the North Carolina Department of Revenue;

WHEREAS, in exchange for County seeking a PEG channel for University’s AppTV, University agrees that AppTV will provide regular access to the broadcasting of items of interest to the County and its residents, including but not limited to event calendars, special events, public service announcements, and local emergency announcements.

NOW, THEREFORE, for and in consideration of the mutual benefits, covenants, and promises contained herein, County and University agree as follows:

Request of and Designation of University as the PEG Channel Operator:

1. Pursuant to North Carolina General Statute 66-357, County will make a written request to Spectrum Cable, the local cable service provider, for additional PEG channel capacity to accommodate AppTV on channel 198 and to designate AppTV on channel 198 as an educational PEG channel.



2. University shall provide a statement describing its plan to operate and program AppTV, to accompany the County's request for additional capacity for AppTV on channel 198.

Certification of AppTV for State funding:

1. Pursuant to North Carolina General Statute 105-164.44J(b), County shall certify AppTV to the Secretary of the North Carolina Department of Revenue ("Secretary of Revenue") by July 15 of each year as a qualifying PEG channel with University listed as the operator of such channel, so long as this agreement remains in effect and the programming remains eligible for such designation.
2. University shall cooperate in providing information or records requested by County to verify and support the certification process, or any other information that may be required by the Secretary of Revenue.
3. University shall designate a person as the PEG channel operator for AppTV.

Supplemental PEG Channel Support Funds:

1. Pursuant to and in accordance with North Carolina General Statute 105-164.44J(c), County shall distribute PEG channel support funds received for AppTV to University within 30 days of receipt of the funds from the Department of Revenue. County shall serve only as the pass through entity between the State of North Carolina and University.
2. University shall use all funds received in accordance with the law for operation and support of the qualifying PEG channel.

Programming and Content:

1. University shall be responsible for all programming and content on Channel 198, AppTV, except as specifically provided herein
2. University shall operate the PEG channel for educational programming purposes only.
3. University shall develop written policies and procedures for the use and operation of the PEG channel and shall file such policies and procedures with the County.
4. University shall administer the PEG channel in compliance with all applicable laws, rules and regulations.
5. University shall provide to the County regular programming opportunities for the broadcasting of items of interest to the County and its residents, including but not limited

to County event calendars, County meetings and other events, public service announcements, and local emergency announcements. University and County shall work together to reach mutually-agreeable arrangements as to County-related content to be broadcast on AppTV.

Indemnification:

To the extent permitted by North Carolina law, the University shall indemnify and hold harmless the County, its officers, agents and employees from and against any claims, losses, liabilities or damages arising out of or resulting from the performance of this Agreement related to the programming provided by AppTV and/or arising directly or indirectly from the acts or omissions of the University or its employees. Notwithstanding any other provision of this Agreement, the liability of the University, as an agent of the State of North Carolina, for any injury or damage arising out of this Agreement or the University's performance thereof is subject to the limitations of the North Carolina State Tort Claims Act, NCGS § 143-291, et seq, ("Act").

Copyright and Ownership:

University shall own any and all intellectual property rights and derivative rights in any and all programs which University may choose from time to time to produce. Any and all intellectual property rights and derivative rights in any and all programs produced by the public shall be held by such person who produces such programming, unless such rights have been transferred to the University.

Annual Report:

Prior to February 1 of each year, University shall submit to County an annual report for the preceding calendar year (January 1 – December 31) relating to AppTV. This report shall contain, at a minimum, the following information:

1. Statistics on programming and services provided including but not limited to the following:
  - a. Amount of programming (number of programs and total time);
  - b. Types of programming with a breakdown of the numbers and percentages of each; and
  - c. Breakdown of programming by source type (citizens, nonprofit entities, and location).

Term and Termination:

This Agreement shall begin on May 7, 2019, and shall remain in effect until June 30, 2022 unless earlier terminated as provided hereafter. After the initial term, this Agreement shall automatically renew for additional one year terms, beginning July 1<sup>st</sup> and ending on June 30<sup>th</sup> until terminated by either party.

Either party may terminate this Agreement due to breach by the other party if after providing written notice of such breach, the breach remains uncured for thirty (30) days. In addition, either party may terminate this Agreement without cause by giving written notice to the other party at least sixty (60) days prior to the expiration of the then-current term.

In the event of continued breach by either party, the other party's sole remedy shall be termination of the Agreement.

Cooperation:

Each party agrees to execute all documents and complete all tasks necessary and appropriate to carry out the provision of this Agreement.

Notices:

All notices and other communications to be given by either party may be given in writing, depositing the same in the United States mail, postage prepaid and addressed to the appropriate party as follows:

If to Appalachian State University:

Appalachian State University  
 Department of Communication  
 Attn: Rob Gelber, General Manager, AppTV  
 920 Rivers Street  
 ASU Box 32039  
 Boone, NC 28608

With a copy to:  
 Appalachian State University  
 Office of General Counsel  
 Attn: General Counsel  
 438 Academy Street, BB Dougherty Admin Bldg, 3<sup>rd</sup> Floor  
 Boone, NC 28608

If to County:

Watauga County  
 Attn: Deron Geouque, County Manager  
 814 West King Street, Suite 205  
 Boone, NC 28607

Addresses for the purpose of this section can be changed by written notice to the other party.

Availability of State Funds:

Pursuant to North Carolina General Statutes, § 143C-6-8, performance of any and all obligations under this Agreement by either party is dependent upon and subject to the availability of funds for the purposes set forth in this Agreement.

Access to Persons and Records:

County shall allow the State Auditor of North Carolina or Appalachian State University to access, inspect, examine and reproduce any and all contract, financial records or other records related to this Agreement in the custody or control of County during normal business hours or at any other time deemed reasonable by the Parties, and otherwise as required by law, including, but not limited to, North Carolina General Statutes, § 147-64.7.

Use of Name/Marks:

Neither Party shall use the name or any marks of the other Party for any purposes, including but not limited to, advertising materials, marketing materials, customer lists, presentations or on websites, without the prior written consent for such use from an authorized representative of the Party.

No Third Party Beneficiary Rights

This Agreement is not intended to and shall not be construed to give any third party any interest or rights (including, without limitation, any third party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby. The University does not waive its sovereign immunity or any other rights or defense under the Act.

Entire Agreement:

This Agreement is the entire agreement of the parties and supersedes all prior negotiations and agreements whether written or oral. This agreement may be amended only by written agreement and no purported oral amendment to this Agreement shall be valid.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate originals as of the day and year first above written.

**Appalachian State University**

**County: Watauga**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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**AGENDA ITEM 5:****PURCHASE OF EQUIPMENT FOR BODY STORAGE AT THE WATAUGA MEDICAL CENTER****MANAGER'S COMMENTS:**

Due to recent changes regarding the storage of dead bodies, the County has been working with the Health Department and Watauga Medical Center for a suitable location. The Medical Center has graciously agreed to serve as the facility. The Board approved the agreement between the County and the Medical Center to serve as the facility for the storage of bodies. As stated previously, a future budget request was to be forthcoming to outfit the space with coolers to house the bodies and other potential ancillary equipment.

Ms. Jennifer Greene, AppHealth Director, will present a quote for \$41,963.64 for the necessary equipment for the body storage facility. Funds will be allocated from the professional services line item.

Board action is required to approve the quote for \$41,963.64 for the necessary equipment for the body storage facility and the \$180 annual monitoring fee.



**Summary for App Health Care  
Project:  
Quotation: QNC57824.19A**

**Mopec Representative**  
Rob Hutchinson  
rob.hut@choicemedind.com  
(704) 208-8601

Qty	Product No.	Description	Unit Price	Ext Price
1	KCUST	LOCKER DOOR MORGUE COOLER - 1 DOOR (3 BODY)	\$13,355.00	<b>\$13,355.00</b>
1	IE27301	BODY RACK w/ ROLLERS - 3-BODY	\$0.00	<b>\$0.00</b>
<b>THE BODY TRAYS ARE INCLUDED AT NO CHARGE.</b>				
3	JC027D	BODY TRAY 27x77 W/ DRAIN HOLE	\$0.00	<b>\$0.00</b>
1	KO001	HIGH/LOW AUDIO/VISUAL ALARM	\$850.00	<b>\$850.00</b>
1	KO002	TEMPERATURE RECORDER 7 DAY 10 DIA.	\$1,584.00	<b>\$1,584.00</b>
1	JD301	CAD LIFT SPLIT ROLLER END ACCESS 23" 27" (3 TIER)	\$7,495.00	<b>\$7,495.00</b>
1	MB200	GROSSING STATION-COUNTER FULL SINK	\$10,573.00	<b>\$10,573.00</b>
<b>LISTED BELOW ARE THE OPTIONAL FEATURES TO ENHANCE YOUR GROSSING STATION</b>				
1	MB006	LEG FRAME	\$723.32	<b>\$723.32</b>
1	MB012	HAND SPRAY RINSE	\$723.32	<b>\$723.32</b>

INSTALLATION VARIOUS EQUIPMENT

Tax ID #: 46-1471584  
CAGE Code 701J0  
DUNS Number: 07-889-1126

Mopec.com | Office: (800) 362-8491 | Fax: (248) 291-2050  
21750 Coolidge Hwy  
Oak Park, MI 48237-3156

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Quotation: QNC57824.19A



1	RZ003		\$5,447.00	<b>\$5,447.00</b>
1	FRT01	FREIGHT - STANDARD SERVICE GROUND	\$1,213.00	<b>\$1,213.00</b>
			Subtotal:	<b>\$41,963.64</b>

All prices are in currency USD (\$)

## Details of Quotation: QNC57824.19A

**Date:** Tuesday, March 26, 2019

**Mopec Representative**

Rob Hutchinson  
rob.hut@choicemedind.com  
(704) 208-8601

**Quotation Prepared For**

LeAnn Martin  
App Health Care  
336 Deerfield Road  
Boone, NC 28607 USA  
Phone: (828) 264-4995x3156  
Fax:  
Email: leann.martin@apphealth.com

**Customer Facility**

LeAnn Martin  
App Health Care  
336 Deerfield Road  
Boone, NC 28607 USA  
Phone: (828) 264-4995x3156  
Fax:  
Email: leann.martin@apphealth.com

Qty	Product No.	Description	Unit Price	Ext Price
1	KCUST	<b><u>LOCKER DOOR MORGUE COOLER - 1 DOOR (3 BODY)</u></b>	\$13,355.00	<b>\$13,355.00</b>

Dimensions:

External (O.D.): 4' 2" x 8' 0" x 7' 6" - w x d x h

Internal (I.D.): 3' 6" x 7' 4" x 6' 10" - w x d x h

Finishes

Walls: Sanisteel White - 26 ga. Anti-Microbial (5mm) - interior & exterior

Floors: Galvanized/Smooth - 14 Ga. - interior

Galvanized/Embossed - 26 Ga. - exterior

Ceilings: Sanisteel White - 26 ga. Anti-Microbial (5mm) - interior & exterior

Panel Thickness

Walls: 4" UL Listed Class 1 Foam

Floors: 4" UL Listed Class 1 Foam pallet floor 5000 lb/ft<sup>2</sup> equally distributed (single layer of underlayment in floor)

Ceilings: 4" UL Listed Class 1 Foam

Doors

D01:

1 Finished opening 32" x 76" hinged flush cooler door, 4" sill

1 Inside Release Handle-Kason 487A Saftey-Glow™(Low Temp)

3 Hinge- Kason 1248 Spring Assisted

1 Latch- Kason 58CL Cylinder Locking - W/59 Roller Strike (Self Closing)

1 Fasteners - Stainless Steel Screws/Lags for All Door Hardware Int & Ext

1 Door- Flush Mount

1 Heated Jamb (4 Sided) W/ Threshold

1 Door Closer - Kason 1094 SureClose™ Hydraulic (Concealed mounting)

1 Gasket- Magnetic

Accessories

10 Lock Wall Panels to Floor Panels

12 Lock Wall Panels to Ceiling Panels (Factory Ceiling Caps - Standard)

1 Light- (120v) LED 50 watt Vapor-Proof Fixture (4') - (bulbs included in price)

Refrigeration Unit Cooler

Manufacturer: Heatcraft

Model: PTN031H6AE

Description: Larkin PTN indoor

Electrical: 115/1/60

Conditions: BTUH: 3160 Room Temp: 35°F Ambient: 95°F

Refrigeration unit ships unassembled, assembly manual included with shipment.

Qty	Product No.	Description	Unit Price	Ext Price
1	IE27301	<b><u>BODY RACK w/ ROLLERS - 3-BODY</u></b>	\$0.00	\$0.00

- Configuration: 27" wide tray, 3 tier, 1 bay width
- \* Material: all stainless steel construction
- \* Includes (3) (27&Prime;) body trays
- \* Weight capacity: 375 lbs. per tray
- \* (2) Body tray bumpers per body compartment
- \* Nylon roller wheel assemblies
- \* End loading
- \* Modular construction

Qty	Product No.	Description	Unit Price	Ext Price
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THE BODY TRAYS ARE INCLUDED AT NO CHARGE.

Qty	Product No.	Description	Unit Price	Ext Price
3	JC027D	<b><u>BODY TRAY 27x77 W/ DRAIN HOLE</u></b>	\$0.00	\$0.00

- \* Dimensions: 27" Wide x 77" Long
- \* All Stainless Steel Construction
- \* 18 gauge Stainless Steel
- \* Two (2) Hand Slots on Each End
- \* Weight capacity 375 Lbs

Qty	Product No.	Description	Unit Price	Ext Price
1	KO001	<b><u>HIGH/LOW AUDIO/VISUAL ALARM</u></b>	\$850.00	\$850.00



- \* High/Low Audio/Visual Temperature Alarm
- \* Includes Stainless Steel Case/Housing
- \* Includes Stainless Steel Shelf
- \* Remote Contacts

Qty	Product No.	Description	Unit Price	Ext Price
1	KO002	<b><u>TEMPERATURE RECORDER 7 DAY 10 DIA.</u></b>	\$1,584.00	\$1,584.00



- \* 10" Diameter, single Pen 7 Day Chart Recorder
- \* Mounted in a case (7-day, 24hr & 10" Dia.)

Qty	Product No.	Description	Unit Price	Ext Price
1	JD301	<b><u>CAD LIFT SPLIT ROLLER END ACCESS 23" 27" (3 TIER)</u></b>	\$7,495.00	<b>\$7,495.00</b>

- \* For use with Mopec JC100 23" or JC101 27" Body Trays
- \* Dimensions: Length 91.76" x Width 29.16"
- \* Elevating range: 13.43" to 55.60"
- \* All Four wheels (4) Swivel/Brake
- \* Includes (2) Steering casters (end and side)
- \* Steering wheels have a black "Steer" assist caster tab.
- \* When the tab is pressed caster will lock to allow better control of the cart
- \* Fixed handle with control console
- \* Rugged frame structure, white powder-coated finish
- \* Integrated 12vdc hydraulic unit for vertical adjustment
- \* Vertical adjustment is operated via push button elevation controls on fixed handle control console handle
- \* Updated adjustable conveyor roller system to accommodate different tray sizes 23" - 27"
- \* Dual end access allows pass through loading
- \* Additional Push handle can be located on either side of unit (Removable handle sold separately)
- \* On board single cord battery charger with status indicator
- \* Maintenance free sealed deep cycle batteries to ensure constant power supply
- \* Key activated switch prevents unauthorized operation and serves as an emergency off switch simultaneously.
- \* Weight capacity 750 Lbs.

Qty	Product No.	Description	Unit Price	Ext Price
1	MB200	<b><u>GROSSING STATION-COUNTER FULL SINK</u></b>	\$10,573.00	<b>\$10,573.00</b>



**Standard Features Include:**

- \* Dimensions: 48" (121.9 cm) L x 29" (73.7 cm) W x 45-1/2" (115.6 cm) H
- \* All stainless steel construction
- \* Large deep sink 19"(48cm) L x 14" (36cm) W x 10" (25cm) D
- \* Includes Hot/cold water fixture
- \* Wrist blade handles with swing spout faucet and built-in vacuum breaker
- \* Recessed stainless steel work surface
- \* Removable polyethylene cutting board, 23"(58.4cm) L x 16" (40.6cm) W x 3/4" (2cm) H
- \* Organizer Bin-large (1) stainless steel
- \* Organizer Bin-small (1) stainless steel
- \* Washable rule with inch & centimeter markings
- \* Rule is located on the inside lip of the Workstation
- \* Magnetic tool bar holds instruments when not in use
- \* Stainless steel C-Fold paper towel dispenser.
- \* Waterproof LED light
- \* GFCI Electrical receptacle
- \* Electrical requirements 115v-60 Hz - 1ph -1 circuit - 20 amps
- \* Duct stub connection: 46" (116.9cm) L x 3" (7.6cm) W.
- \* Backdraft Ventilation.
- \* Designed to safely and efficiently remove formaldehyde fumes and hazardous chemical vapors.
- \* Equipped with a factory installed exhaust duct which can be connected to any in-house ventilation system.
- \* All plumbing and electrical work accomplished at factory
- \* Only trade hook required.

Qty	Product No.	Description	Unit Price	Ext Price
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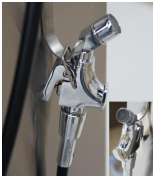
**LISTED BELOW ARE THE OPTIONAL FEATURES TO ENHANCE YOUR GROSSING STATION**

Qty	Product No.	Description	Unit Price	Ext Price
1	MB006	<b><u>LEG FRAME</u></b>	\$723.32	<b>\$723.32</b>



- \* Height, 34"
- \* Heavy duty all welded leg frame with adjustable feet for leveling.
- \* Stainless steel construction.
- \* Option only for MB100 & MB200.

Qty	Product No.	Description	Unit Price	Ext Price
1	MB012	<u>HAND SPRAY RINSE</u>	\$723.32	\$723.32



\* Chrome plated brass hand sprayer with soft spray & 60" Long high pressure hose for easy and controlled rinsing of work surface

Qty	Product No.	Description	Unit Price	Ext Price
1	RZ003	<u>INSTALLATION VARIOUS EQUIPMENT</u>	\$5,447.00	\$5,447.00

Installation of equipment listed above:

Includes:

- \* Meet truck at loading dock. Uncrate all equipment and options. Dispose of crating materials.
- \* Dumpster provided by others
- \* Move equipment from loading dock to desired location. Hallways must be free and clear during move.
- \* Freight elevator must be available if necessary to travel between floors.
- \* Set and level all equipment into location. Install all optional purchased equipment.
- \* Coordinate with others on final connections of electrical, plumbing, and ventilation to Mopec equipment
- \* Mount and secure all Mopec provided accessories on to Mopec equipment.
- \* **Final connections of electrical, plumbing and ventilation are NOT the responsibility of Mopec.**
- \* Rough-in's by others are to be completed prior to arrival of equipment and to Mopec's specifications.

**Clarifications**

- \* Site preparations by others.
- \* Pricing includes one trip for installation during regular business hours (M-F 7AM-5PM).
- \* Quoted for all equipment to arrive in same trip and everything installed during trip.
- \* Installation date must be confirmed with Installer at least two (2) weeks prior to installation, or there may be additional charges that were not included in quoted price.
- \* Not included unless stated above, any and all building permits, trade permits, overtime labor, outside labor, union labor, building penetrations, lift trucks, drawings, roofing, roof curbs, painting, plumbing, carpentry, electrical, tile, trim, disposal, decontamination, hole or roof coring, freight, structural or patching.
- \* Mopec's quotation assumes non-union labor will be used for all work. If customer requests and Mopec consents to use labor in performing the work other than its employees or sub contractors selected by Mopec, customer will be responsible for any increased costs to Mopec.



Qty	Product No.	Description	Unit Price	Ext Price
1	FRT01	<b><u>FREIGHT - STANDARD SERVICE GROUND</u></b>	\$1,213.00	<b>\$1,213.00</b>

Mopec will ship equipment on standard 53' tractor trailer (Semi / LTL)\  
 Freight estimate valid for **30** days

SHIPMENT WILL INCLUDE:

- \* Lift gate (if specified prior to shipping).
- \* 24/48 hour call ahead notice to a single contact person (if specified before shipping).
- \* Tractor trailer is fully enclosed and not exposed to outdoor elements.
- \* Freight includes one shipment.
- \* Additional or phased shipments are not included.

CUSTOMER RESPONSIBILITIES

- \* Loading dock is required.
- \* Unloading of equipment.
- \* Uncrating of equipment.
- \* Setting equipment in place.

Qty	Product No.	Description	Unit Price	Ext Price
			Subtotal:	<b>\$41,963.64</b>

All prices are in currency USD (\$)

Quotation & Discount Valid for 90 Days Unless Superseded By Another Quotation.

Major credit cards accepted with a 3% surcharge for orders exceeding \$10,000.00

Terms: Net 30 Days Upon Credit Approval

Transportation: FOB Oak Park, MI

Freight: Pre-Paid and Added to Invoice

Warranty: One-Year

Delivery: INSTRUMENTS

7-10 Days After Receipt of Purchase Order.

STANDARD EQUIPMENT

Our products will ship 90-120 days after receipt of order.

CUSTOM/MODIFIED EQUIPMENT

Our products will ship 120-150 days after receipt of signed approval drawings.

**A 25% Deposit is required prior to production for orders exceeding \$40,000.00**

Price as quoted **DOES NOT INCLUDE freight costs**, unless a freight line item is included in the quote. Freight will be pre-paid and added to the invoice after product shipment

Price as quoted **DOES NOT INCLUDE** installation. Please advise your sales representative or Mopec estimator if you would like to receive pricing for equipment installation.

Price as quoted **DOES NOT INCLUDE** any applicable sales and use taxes, which will be in addition to price quoted unless customer provides certificate of sales tax exemption.

Equipment to be manufactured per the specifications provided in the proposal presented by Mopec, if approval drawings have been completed these shall govern.

Please note that any request for a change in equipment design, or services to be provided, may result in additional charges. These changes and the monetary value associated with them (if any) will be executed through Mopec's Change Directive Form.

PLEASE REFERENCE QUOTE NUMBER WHEN PLACING YOUR ORDER.

Thank You,  
Mopec

Nick Milanovic  
CUSTOM MODIFIED ESTIMATING  
E-mail: [nmilanovic@mopec.com](mailto:nmilanovic@mopec.com)  
(800) 362-8491 X187

**ALL QUOTATIONS ARE SUBJECT TO MOPEC TERMS AND CONDITIONS AS PER ATTACHED**



PREVENTIVE MAINTENANCE FOR YOUR MOPEC EQUIPMENT

Mopec is pleased to introduce our exclusive Preventive Maintenance Partner, Scimedico.

Preventive Maintenance for your Mopec equipment addresses:

- \* Staff safety
- \* Lab hygiene and specimen control
- \* Ongoing equipment maintenance needs
- \* Maximization of warranty coverage
- \* Work place quality and cleanliness

A Preventive Maintenance Quote will be sent to you from Scimedico referencing your Mopec equipment quote number. Your Mopec Sales Representative will follow up with you to discuss this exciting and important service.

For more information, visit: <http://www.scimedico.com/pm>



February 15, 2019

LeAnn Martin  
 App HealthCare  
 PO Box 307  
 Boone, NC 28607  
 Email: [LeAnn.Martin@apphealth.com](mailto:LeAnn.Martin@apphealth.com)

## QUOTE: RH10102018

### REMOTE MONITORING SYSTEMS

Item	Unit Price	Qty.	Total
<b>Product Temperature monitoring system</b> [1 monitor for 2 (10') probes – includes 1 probe and 1 mass sleeve]	\$ 210.00	1	\$ 210.00
<b>1 Additional Probe</b>	\$ 20.00	1	\$ 20.00
<b>1 Additional Mass sleeve</b>	\$ 15.00	1	\$ 15.00
<b>Monitoring service / year:</b> • 1 – 5 elements: \$180 / year / element (1) • 6 – 10 elements: \$144 / year / element (1) • 11+ elements: \$120 / year / element (1) Note (1) – Elements are: Temperature, Humidity and Pressure	\$180.00	2	\$ 360.00
<b>Shipping cost: 2 days service via USPS</b>	\$ 25.00	1	\$ 25.00
<b>Installation</b>	\$150.00		\$150.00
<b>TOTAL PRICE:</b>	N/A		<b>\$ 780.00</b>

**Sales Tax:** All Prices are exclusive of Sales Tax which will be charged at the rate applicable at the time of invoicing

**Validity:** This quotation is valid for 30-days

**Delivery:** One week from day Purchase Order and Payment are received

**Payment Terms:** In advance (credit card and/or check)

**Installation:** Not included

**Terms & Conditions of sale:** See copy of our Terms & Conditions sent with this quote

Signed on behalf of  
**Advanced Detection Solutions, LLC**  
*Rob Hutchinson*



Rob Hutchinson  
Mobile: 704-208-8601



Air Temperature monitor



Water Temperature monitor



Product Temperature monitor



Temperature and Humidity monitor





Reporting / data history graph

**AGENDA ITEM 6:****COMMUNITY RECREATION CENTER CHANGE ORDER #3**

Mr. Chad Roberson, ClarkNexsen, will present Change Order #3 for the community recreation center. The change order reconciles the alternates that were delayed in their actual approval until the project progressed to a point where the foundation work was complete and steel was starting to be erected. To date the budget summary indicates no increase in the total project cost and an owner contingency balance of \$776,107. Attached for review is the budget summary, change order document and backup detail for the change order.

Board action is requested to approve Change Order # 3 as presented.

Budget Summary - WCRC Updated 4-18-19

	Budgeted	Current Spent/allocated	Net	Comments
<b>Bid Day Costs</b>				
Grand Total Construction	\$32,937,626.00	\$5,767,658.09	\$27,169,967.91	
GMP reconciliation				
<b>Soft Costs</b>				
A/E Fees	\$2,436,925.00	\$2,436,925.00	\$0.00	
Testing	\$199,700.00	\$55,284.10	\$144,415.90	
Survey	\$20,000.00	\$20,000.00	\$0.00	
CM Precon Fee	\$97,500.00	\$97,500.00	\$0.00	
Permit Fee	\$210,216.00	\$0.00	\$210,216.00	
<b>Technology</b>				
Technology Bid Budget	\$107,000.00	\$0.00	\$107,000.00	
Data Cabling	\$0.00		\$0.00	
Building Security / Cameras	\$0.00		\$0.00	
Intercom System	\$0.00		\$0.00	
VOIP	\$0.00		\$0.00	
<b>FF&amp;E</b>	\$800,000.00	\$0.00	\$800,000.00	
Roller Shades	\$0.00	\$0.00	\$0.00	
Kitchen Equipment	\$0.00	\$0.00	\$0.00	
Remainder of FF&E	\$0.00	\$0.00	\$0.00	
<b>Owner Contingency</b>				
Bid contingency	\$ 1,738,428.78	\$962,321.42	\$776,107.36	

<b>Remaining Balance</b>	\$38,547,395.78	\$9,339,688.61	\$29,207,707.17
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Original approved budget \$ 38,547,395.78

Reconciled amount should equal zero \$0.00







# AIA Document G701™ – 2001

## Change Order

<b>PROJECT</b> (Name and address):	<b>CHANGE ORDER NUMBER:</b> 003	<b>OWNER:</b> <input checked="" type="checkbox"/>
Watauga County Community and Recreation Center 814 West King Street Suite 205 Boone, NC 28607	<b>DATE:</b> 4/18/2019	<b>ARCHITECT:</b> <input checked="" type="checkbox"/>
		<b>CONTRACTOR:</b> <input checked="" type="checkbox"/>
		<b>FIELD:</b> <input type="checkbox"/>
<b>TO CONTRACTOR</b> (Name and address):	<b>ARCHITECT'S PROJECT NUMBER:</b> 7308	<b>OTHER:</b> <input type="checkbox"/>
The Harper Corporation- General Contractors 301 College Street Suite 140 Asheville, NC 28801	<b>CONTRACT DATE:</b> 9/1/17 <b>CONTRACT FOR:</b> General Construction	

**THE CONTRACT IS CHANGED AS FOLLOWS:**

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

#	Title	Amount
005	PR-1 Steel Changes	14,848.88
013	Structural steel changes per PR#3	3,026.21
015	Moment Welds deleted per RFI responses and design	(21,152.71)
018	PR 2 Civil Changes	35,161.74
019	PR5 Steel Pricing Changes	8,239.67
020	Remove unsuitable soil col 17/18	0.00
021	Building pad stone fill column line 1-8	6,549.82
022	Stone fill on pad col 13-18 to bring pad to -3" BFF	30,828.79
023	Electrical Changes per PR6	13,073.12
024	SC Steel PR 002	8,089.36
025	Rigid inclusions under slides	14,479.29
026	December weather impact -4 days	0.00
027	January weather impacts-4 days	0.00
028	Deduct for change in partition height	(3,962.39)
029	Change to provide an additional 1 1/2' of stone per engineer	30,779.80
031	PR 7	25,877.13
032	February weather impact -1 day	0.00
035	High Pressure Plastic Laminate at Folding Partition	3,106.50
037	Unsuitable soil at Storm E4	0.00
038	Unsuitable soil at Fuel Tank	0.00
042	Geo Grid at Competition pool	6,041.31
043	Water Repellent Credit	(4,612.00)
046	Delete Score boards from contract	(16,872.00)
049	Alternate Approvals 4.10.19	253,851.00
<b>TOTAL:</b>		<b>\$ 407,353.21</b>

The original Contract Sum was	\$	97,500.00
The net change by previously authorized Change Orders	\$	33,492,593.21
The Contract Sum prior to this Change Order was	\$	33,590,093.21
The Contract Sum will be increased by this Change Order in the amount of	\$	407,353.21
The new Contract Sum including this Change Order will be	\$	33,997,446.42

The Contract Time will be increased by Seventeen Days (17) days.  
 The date of Substantial Completion as of the date of this Change Order therefore is 4/15/2020.

**NOTE:** This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been

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**User Notes:** (3B9ADA66)

authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

Clark Nexsen  
 \_\_\_\_\_  
**ARCHITECT** *(Firm name)*  
 301 College Street, Suite 300  
 Asheville, NC 28801  
 \_\_\_\_\_  
**ADDRESS**  
 \_\_\_\_\_  
**BY** *(Signature)*  
 \_\_\_\_\_  
 Chadwick S Roberson, AIA  
*(Typed name)*  
 \_\_\_\_\_  
 4/15/19  
 \_\_\_\_\_  
**DATE**

Harper Corporation -General Contractors  
 \_\_\_\_\_  
**CONTRACTOR** *(Firm name)*  
 301 College Street, Suite 140  
 Asheville, NC 28801  
 \_\_\_\_\_  
**ADDRESS**  
 \_\_\_\_\_  
**BY** *(Signature)*  
 \_\_\_\_\_  
*(Typed name)*  
 \_\_\_\_\_  
**DATE**

Watauga County  
 \_\_\_\_\_  
**OWNER** *(Firm name)*  
 814 West King Street  
 Boone, NC 28607  
 \_\_\_\_\_  
**ADDRESS**  
 \_\_\_\_\_  
**BY** *(Signature)*  
 \_\_\_\_\_  
*(Typed name)*  
 \_\_\_\_\_  
**DATE**

The Harper Corporation  
 35 W Court St, Suite 400  
 Greenville, South Carolina 29601  
 Phone: (864) 527-2500  
 Fax: (864) 527-2536

**Project:** 18-043-Watauga Recreation Center  
**Project Manager:** David Fey  
 (864) 915-6744  
 dfey@harpergc.com

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## CHANGE ORDER #003: OWNER CHANGE ORDER #3

---

**DATE:** 2/07/2019

**TO:** **ATTENTION:**

**INITIATED BY:** David Fey **SCHEDULE IMPACT:** 8 days

**SOURCE:**

**DESCRIPTION:**  
 Owner Change Order #3

This includes January and December weather days of 8 days.

**ATTACHMENTS:**

---

**CHANGE NOTIFICATIONS IN THIS CHANGE ORDER:**

#	Title	Schedule Impact	Amount
005	PR-1 Steel Changes		14,848.88
013	Structural steel changes per PR#3		3,026.21
015	Moment Welds deleted per RFI responses and design		(21,152.71)
018	PR 2 Civil Changes		35,161.74
019	PR5 Steel Pricing Changes		8,239.67
020	Remove unsuitable soil col 17/18		0.00
021	Building pad stone fill column line 1-8		6,549.82
022	Stone fill on pad col 13-18 to bring pad to -3" BFF		30,828.79
023	Electrical Changes per PR6		13,073.12
024	SC Steel PR 002	2 days	8,089.36
025	Rigid inclusions under slides	3 days	14,479.29
028	Deduct for change in partition height	0 days	(3,962.39)
029	Change to provide an additional 1 1/2' of stone per engineer		30,779.80
031	PR 7		25,877.13
035	High Pressure Plastic Laminate at Folding Partition		3,106.50
037	Unsuitable soil at Storm E4		0.00
038	Unsuitable soil at Fuel Tank		0.00
043	Water Repellent Credit		(4,612.00)
049	Alternate Approvals 4.10.19		253,851.00
<b>TOTAL:</b>			<b>\$ 418,184.21</b>

**CHANGE ORDER LINE ITEMS:**

**CHANGE NOTIFICATION # 005 : PR-1 Steel Changes**

#	Description	Type	Amount
1	Increased beams, sizes, etc	SUBCONTRACT	\$ 19,146.58
2	Project Manager Time	LABOR	\$ 90.00
3	Contractor Contingency	OTHER	(\$5,225.00)
<b>Subtotal:</b>			\$14,011.58
<b>Labor Burden: 46.00% Applies to OVERTIME LABOR and LABOR.</b>			41.40
<b>NC Sales Tax: 6.75% Applies to MATERIAL.</b>			0.00
<b>Technology/Procure Fee: 0.12% Applies to Allowance, Equipment Rented, Accrued Taxes, SUBCONTRACT, OTHER, Temporary, OVERTIME LABOR, ALLOWANCES, MATERIAL, LABOR BURDEN, LABOR, and EQUIPMENT INTERNAL.</b>			16.86
<b>AGC Fee: ≈ 0.05% Applies to MATERIAL, Equipment Rented, Allowance, OVERTIME LABOR, Accrued Taxes, EQUIPMENT INTERNAL, ALLOWANCES, Temporary, LABOR BURDEN, SUBCONTRACT, LABOR, and OTHER.</b>			6.33
<b>Builders Risk Insurance: ≈ 0.17% Applies to Temporary, LABOR BURDEN, SUBCONTRACT, OTHER, Equipment Rented, ALLOWANCES, MATERIAL, OVERTIME LABOR, EQUIPMENT INTERNAL, Allowance, LABOR, and Accrued Taxes.</b>			24.49
<b>Performance &amp; Payment Bonds: 1.50% Applies to OTHER, EQUIPMENT INTERNAL, ALLOWANCES, Allowance, OVERTIME LABOR, Equipment Rented, SUBCONTRACT, Accrued Taxes, MATERIAL, Temporary, LABOR BURDEN, and LABOR.</b>			211.51
<b>Fee: 3.75% Applies to EQUIPMENT INTERNAL, LABOR BURDEN, SUBCONTRACT, LABOR, Allowance, MATERIAL, Temporary, OTHER, Equipment Rented, ALLOWANCES, OVERTIME LABOR, and Accrued Taxes.</b>			536.71
<b>Grand Total:</b>			<b>\$14,848.88</b>

**CHANGE NOTIFICATION # 013 : Structural steel changes per PR#3**

#	Description	Type	Amount
1	Price Revision Number 003 Structural Changes	SUBCONTRACT	\$ 2,864.00
<b>Subtotal:</b>			\$2,864.00
<b>Labor Burden: 46.00% Applies to LABOR and OVERTIME LABOR.</b>			0.00
<b>NC Sales Tax: 6.75% Applies to MATERIAL.</b>			0.00
<b>Technology/Procure Fee: 0.12% Applies to ALLOWANCES, Accrued Taxes, EQUIPMENT INTERNAL, OTHER, LABOR, SUBCONTRACT, Equipment Rented, OVERTIME LABOR, LABOR BURDEN, Temporary, MATERIAL, and Allowance.</b>			3.44
<b>AGC Fee: ≈ 0.05% Applies to ALLOWANCES, Accrued Taxes, EQUIPMENT INTERNAL, OTHER, LABOR, SUBCONTRACT, Equipment Rented, OVERTIME LABOR, LABOR BURDEN, Temporary, MATERIAL, and Allowance.</b>			1.29
<b>Builders Risk Insurance: ≈ 0.17% Applies to ALLOWANCES, Accrued Taxes, EQUIPMENT INTERNAL, OTHER, LABOR, SUBCONTRACT, Equipment Rented, OVERTIME LABOR, LABOR BURDEN, Temporary, MATERIAL, and Allowance.</b>			4.99
<b>Performance &amp; Payment Bonds: 1.50% Applies to ALLOWANCES, Accrued Taxes, EQUIPMENT INTERNAL, OTHER, LABOR, SUBCONTRACT, Equipment Rented, OVERTIME LABOR, LABOR BURDEN, Temporary, MATERIAL, and Allowance.</b>			43.11
<b>Fee: 3.75% Applies to ALLOWANCES, Accrued Taxes, EQUIPMENT INTERNAL, OTHER, LABOR, SUBCONTRACT, Equipment Rented, OVERTIME LABOR, LABOR BURDEN, Temporary, MATERIAL, and Allowance.</b>			109.38
<b>Grand Total:</b>			<b>\$3,026.21</b>

**CHANGE NOTIFICATION # 015 : Moment Welds deleted per RFI responses and design**

#	Description	Type	Amount
1	Moment Weld Splices Not Required	SUBCONTRACT	(\$20,018.92)
<b>Subtotal:</b>			(\$20,018.92)
<b>Labor Burden: 46.00% Applies to LABOR and OVERTIME LABOR.</b>			0.00
<b>NC Sales Tax: 6.75% Applies to MATERIAL.</b>			0.00
<b>Technology/Procore Fee: 0.12% Applies to ALLOWANCES, Accrued Taxes, EQUIPMENT INTERNAL, OTHER, LABOR, SUBCONTRACT, Equipment Rented, OVERTIME LABOR, LABOR BURDEN, Temporary, MATERIAL, and Allowance.</b>			(24.02)
<b>AGC Fee: ≈ 0.05% Applies to ALLOWANCES, Accrued Taxes, EQUIPMENT INTERNAL, OTHER, LABOR, SUBCONTRACT, Equipment Rented, OVERTIME LABOR, LABOR BURDEN, Temporary, MATERIAL, and Allowance.</b>			(9.02)
<b>Builders Risk Insurance: ≈ 0.17% Applies to ALLOWANCES, Accrued Taxes, EQUIPMENT INTERNAL, OTHER, LABOR, SUBCONTRACT, Equipment Rented, OVERTIME LABOR, LABOR BURDEN, Temporary, MATERIAL, and Allowance.</b>			(34.89)
<b>Performance &amp; Payment Bonds: 1.50% Applies to ALLOWANCES, Accrued Taxes, EQUIPMENT INTERNAL, OTHER, LABOR, SUBCONTRACT, Equipment Rented, OVERTIME LABOR, LABOR BURDEN, Temporary, MATERIAL, and Allowance.</b>			(301.30)
<b>Fee: 3.75% Applies to ALLOWANCES, Accrued Taxes, EQUIPMENT INTERNAL, OTHER, LABOR, SUBCONTRACT, Equipment Rented, OVERTIME LABOR, LABOR BURDEN, Temporary, MATERIAL, and Allowance.</b>			(764.56)
<b>Grand Total:</b>			<b>(\$21,152.71)</b>

**CHANGE NOTIFICATION # 018 : PR 2 Civil Changes**

#	Description	Type	Amount
1		SUBCONTRACT	\$ 33,277.06
<b>Subtotal:</b>			\$33,277.06
<b>Labor Burden: 46.00% Applies to LABOR and OVERTIME LABOR.</b>			0.00
<b>NC Sales Tax: 6.75% Applies to MATERIAL.</b>			0.00
<b>Technology/Procore Fee: 0.12% Applies to ALLOWANCES, Accrued Taxes, EQUIPMENT INTERNAL, OTHER, LABOR, SUBCONTRACT, Equipment Rented, OVERTIME LABOR, LABOR BURDEN, Temporary, MATERIAL, and Allowance.</b>			39.93
<b>AGC Fee: ≈ 0.05% Applies to ALLOWANCES, Accrued Taxes, EQUIPMENT INTERNAL, OTHER, LABOR, SUBCONTRACT, Equipment Rented, OVERTIME LABOR, LABOR BURDEN, Temporary, MATERIAL, and Allowance.</b>			14.99
<b>Builders Risk Insurance: ≈ 0.17% Applies to ALLOWANCES, Accrued Taxes, EQUIPMENT INTERNAL, OTHER, LABOR, SUBCONTRACT, Equipment Rented, OVERTIME LABOR, LABOR BURDEN, Temporary, MATERIAL, and Allowance.</b>			58.00
<b>Performance &amp; Payment Bonds: 1.50% Applies to ALLOWANCES, Accrued Taxes, EQUIPMENT INTERNAL, OTHER, LABOR, SUBCONTRACT, Equipment Rented, OVERTIME LABOR, LABOR BURDEN, Temporary, MATERIAL, and Allowance.</b>			500.85
<b>Fee: 3.75% Applies to ALLOWANCES, Accrued Taxes, EQUIPMENT INTERNAL, OTHER, LABOR, SUBCONTRACT, Equipment Rented, OVERTIME LABOR, LABOR BURDEN, Temporary, MATERIAL, and Allowance.</b>			1,270.91
<b>Grand Total:</b>			<b>\$35,161.74</b>

**CHANGE NOTIFICATION # 019 : PR5 Steel Pricing Changes**

#	Description	Type	Amount
1	Revisions on PR5	SUBCONTRACT	\$ 7,798.02
<b>Subtotal:</b>			\$7,798.02
<b>Labor Burden: 46.00% Applies to LABOR and OVERTIME LABOR.</b>			0.00
<b>NC Sales Tax: 6.75% Applies to MATERIAL.</b>			0.00
<b>Technology/Procore Fee: 0.12% Applies to ALLOWANCES, Accrued Taxes, EQUIPMENT INTERNAL, OTHER, LABOR, SUBCONTRACT, Equipment Rented, OVERTIME LABOR, LABOR BURDEN, Temporary, MATERIAL, and Allowance.</b>			9.36
<b>AGC Fee: ≈ 0.05% Applies to ALLOWANCES, Accrued Taxes, EQUIPMENT INTERNAL, OTHER, LABOR, SUBCONTRACT, Equipment Rented, OVERTIME LABOR, LABOR BURDEN, Temporary, MATERIAL, and Allowance.</b>			3.51
<b>Builders Risk Insurance: ≈ 0.17% Applies to ALLOWANCES, Accrued Taxes, EQUIPMENT INTERNAL, OTHER, LABOR, SUBCONTRACT, Equipment Rented, OVERTIME LABOR, LABOR BURDEN, Temporary, MATERIAL, and Allowance.</b>			13.59
<b>Performance &amp; Payment Bonds: 1.50% Applies to ALLOWANCES, Accrued Taxes, EQUIPMENT INTERNAL, OTHER, LABOR, SUBCONTRACT, Equipment Rented, OVERTIME LABOR, LABOR BURDEN, Temporary, MATERIAL, and Allowance.</b>			117.37
<b>Fee: 3.75% Applies to ALLOWANCES, Accrued Taxes, EQUIPMENT INTERNAL, OTHER, LABOR, SUBCONTRACT, Equipment Rented, OVERTIME LABOR, LABOR BURDEN, Temporary, MATERIAL, and Allowance.</b>			297.82
<b>Grand Total:</b>			<b>\$8,239.67</b>

**CHANGE NOTIFICATION # 020 : Remove unsuitable soil col 17/18**

#	Description	Type	Amount
1	Remove unsuitable soils col 17/18	SUBCONTRACT	\$ 17,701.00
2	Unsuitable Soil Allowance	Allowance	(\$17,701.00)
<b>Subtotal:</b>			\$0.00
<b>Labor Burden: 46.00% Applies to LABOR and OVERTIME LABOR.</b>			0.00
<b>NC Sales Tax: 6.75% Applies to MATERIAL.</b>			0.00
<b>Technology/Procore Fee: 0.12% Applies to ALLOWANCES, Accrued Taxes, EQUIPMENT INTERNAL, OTHER, LABOR, SUBCONTRACT, Equipment Rented, OVERTIME LABOR, LABOR BURDEN, Temporary, MATERIAL, and Allowance.</b>			0.00
<b>AGC Fee: ≈ 0.05% Applies to ALLOWANCES, Accrued Taxes, EQUIPMENT INTERNAL, OTHER, LABOR, SUBCONTRACT, Equipment Rented, OVERTIME LABOR, LABOR BURDEN, Temporary, MATERIAL, and Allowance.</b>			0.00
<b>Builders Risk Insurance: ≈ 0.17% Applies to ALLOWANCES, Accrued Taxes, EQUIPMENT INTERNAL, OTHER, LABOR, SUBCONTRACT, Equipment Rented, OVERTIME LABOR, LABOR BURDEN, Temporary, MATERIAL, and Allowance.</b>			0.00
<b>Performance &amp; Payment Bonds: 1.50% Applies to ALLOWANCES, Accrued Taxes, EQUIPMENT INTERNAL, OTHER, LABOR, SUBCONTRACT, Equipment Rented, OVERTIME LABOR, LABOR BURDEN, Temporary, MATERIAL, and Allowance.</b>			0.00
<b>Fee: 3.75% Applies to ALLOWANCES, Accrued Taxes, EQUIPMENT INTERNAL, OTHER, LABOR, SUBCONTRACT, Equipment Rented, OVERTIME LABOR, LABOR BURDEN, Temporary, MATERIAL, and Allowance.</b>			0.00
<b>Grand Total:</b>			<b>\$0.00</b>

**CHANGE NOTIFICATION # 021 : Building pad stone fill column line 1-8**

#	Description	Type	Amount
1	PM Time	LABOR	\$ 90.00
2	Temporary Drive to remediation of pad	SUBCONTRACT	\$ 4,500.00
3	Contractor Contingency	OTHER	(\$4,500.00)
4	2' Crushed Concrete Fill Col 1-8	SUBCONTRACT	\$ 24,699.18
5	Contractor Contingency	OTHER	(\$24,699.18)
6	1' ABC Stone Col 1-8 per Wood direction	SUBCONTRACT	\$ 6,067.35
<b>Subtotal:</b>			\$6,157.35
<b>Labor Burden: 46.00% Applies to LABOR and OVERTIME LABOR.</b>			41.40
<b>NC Sales Tax: 6.75% Applies to MATERIAL.</b>			0.00
<b>Technology/Procore Fee: 0.12% Applies to ALLOWANCES, Accrued Taxes, EQUIPMENT INTERNAL, OTHER, LABOR, SUBCONTRACT, Equipment Rented, OVERTIME LABOR, LABOR BURDEN, Temporary, MATERIAL, and Allowance.</b>			7.44
<b>AGC Fee: ≈ 0.05% Applies to ALLOWANCES, Accrued Taxes, EQUIPMENT INTERNAL, OTHER, LABOR, SUBCONTRACT, Equipment Rented, OVERTIME LABOR, LABOR BURDEN, Temporary, MATERIAL, and Allowance.</b>			2.79
<b>Builders Risk Insurance: ≈ 0.17% Applies to ALLOWANCES, Accrued Taxes, EQUIPMENT INTERNAL, OTHER, LABOR, SUBCONTRACT, Equipment Rented, OVERTIME LABOR, LABOR BURDEN, Temporary, MATERIAL, and Allowance.</b>			10.80
<b>Performance &amp; Payment Bonds: 1.50% Applies to ALLOWANCES, Accrued Taxes, EQUIPMENT INTERNAL, OTHER, LABOR, SUBCONTRACT, Equipment Rented, OVERTIME LABOR, LABOR BURDEN, Temporary, MATERIAL, and Allowance.</b>			93.30
<b>Fee: 3.75% Applies to ALLOWANCES, Accrued Taxes, EQUIPMENT INTERNAL, OTHER, LABOR, SUBCONTRACT, Equipment Rented, OVERTIME LABOR, LABOR BURDEN, Temporary, MATERIAL, and Allowance.</b>			236.74
<b>Grand Total:</b>			<b>\$6,549.82</b>

**CHANGE NOTIFICATION # 022 : Stone fill on pad col 13-18 to bring pad to -3" BFF**

#	Description	Type	Amount
1	PM Time	LABOR	\$ 90.00
2	-3" building pad column line 13-18 stone fill	SUBCONTRACT	\$ 29,044.96
<b>Subtotal:</b>			\$29,134.96
<b>Labor Burden: 46.00% Applies to LABOR and OVERTIME LABOR.</b>			41.40
<b>NC Sales Tax: 6.75% Applies to MATERIAL.</b>			0.00
<b>Technology/Procore Fee: 0.12% Applies to ALLOWANCES, Accrued Taxes, EQUIPMENT INTERNAL, OTHER, LABOR, SUBCONTRACT, Equipment Rented, OVERTIME LABOR, LABOR BURDEN, Temporary, MATERIAL, and Allowance.</b>			35.01
<b>AGC Fee: ≈ 0.05% Applies to ALLOWANCES, Accrued Taxes, EQUIPMENT INTERNAL, OTHER, LABOR, SUBCONTRACT, Equipment Rented, OVERTIME LABOR, LABOR BURDEN, Temporary, MATERIAL, and Allowance.</b>			13.15
<b>Builders Risk Insurance: ≈ 0.17% Applies to ALLOWANCES, Accrued Taxes, EQUIPMENT INTERNAL, OTHER, LABOR, SUBCONTRACT, Equipment Rented, OVERTIME LABOR, LABOR BURDEN, Temporary, MATERIAL, and Allowance.</b>			50.85
<b>Performance &amp; Payment Bonds: 1.50% Applies to ALLOWANCES, Accrued Taxes, EQUIPMENT INTERNAL, OTHER, LABOR, SUBCONTRACT, Equipment Rented, OVERTIME LABOR, LABOR BURDEN, Temporary, MATERIAL, and Allowance.</b>			439.13
<b>Fee: 3.75% Applies to ALLOWANCES, Accrued Taxes, EQUIPMENT INTERNAL, OTHER, LABOR, SUBCONTRACT, Equipment Rented, OVERTIME LABOR, LABOR BURDEN, Temporary, MATERIAL, and Allowance.</b>			1,114.29
<b>Grand Total:</b>			<b>\$30,828.79</b>

**CHANGE NOTIFICATION # 023 : Electrical Changes per PR6**

#	Description	Type	Amount
1	PM Time	LABOR	\$ 90.00
2	Electrical Changes per PR6	SUBCONTRACT	\$ 12,241.00
<b>Subtotal:</b>			\$12,331.00
<b>Labor Burden: 46.00% Applies to LABOR and OVERTIME LABOR.</b>			41.40
<b>NC Sales Tax: 6.75% Applies to MATERIAL.</b>			0.00
<b>Technology/Procore Fee: 0.12% Applies to ALLOWANCES, Accrued Taxes, EQUIPMENT INTERNAL, OTHER, LABOR, SUBCONTRACT, Equipment Rented, OVERTIME LABOR, LABOR BURDEN, Temporary, MATERIAL, and Allowance.</b>			14.85
<b>AGC Fee: ≈ 0.05% Applies to ALLOWANCES, Accrued Taxes, EQUIPMENT INTERNAL, OTHER, LABOR, SUBCONTRACT, Equipment Rented, OVERTIME LABOR, LABOR BURDEN, Temporary, MATERIAL, and Allowance.</b>			5.57
<b>Builders Risk Insurance: ≈ 0.17% Applies to ALLOWANCES, Accrued Taxes, EQUIPMENT INTERNAL, OTHER, LABOR, SUBCONTRACT, Equipment Rented, OVERTIME LABOR, LABOR BURDEN, Temporary, MATERIAL, and Allowance.</b>			21.56
<b>Performance &amp; Payment Bonds: 1.50% Applies to ALLOWANCES, Accrued Taxes, EQUIPMENT INTERNAL, OTHER, LABOR, SUBCONTRACT, Equipment Rented, OVERTIME LABOR, LABOR BURDEN, Temporary, MATERIAL, and Allowance.</b>			186.22
<b>Fee: 3.75% Applies to ALLOWANCES, Accrued Taxes, EQUIPMENT INTERNAL, OTHER, LABOR, SUBCONTRACT, Equipment Rented, OVERTIME LABOR, LABOR BURDEN, Temporary, MATERIAL, and Allowance.</b>			472.52
<b>Grand Total:</b>			<b>\$13,073.12</b>

**CHANGE NOTIFICATION # 024 : SC Steel PR 002**

#	Description	Type	Amount
1	Added steel per PR2	SUBCONTRACT	\$ 27,524.36
2	PM Time	LABOR	\$ 90.00
3	Steel Shop Drawing Coordination Allowance	SUBCONTRACT	(\$20,000.00)
<b>Subtotal:</b>			\$7,614.36
<b>Labor Burden: 46.00% Applies to LABOR and OVERTIME LABOR.</b>			41.40
<b>NC Sales Tax: 6.75% Applies to MATERIAL.</b>			0.00
<b>Technology/Procore Fee: 0.12% Applies to ALLOWANCES, Accrued Taxes, EQUIPMENT INTERNAL, OTHER, LABOR, SUBCONTRACT, Equipment Rented, OVERTIME LABOR, LABOR BURDEN, Temporary, MATERIAL, and Allowance.</b>			9.19
<b>AGC Fee: ≈ 0.05% Applies to ALLOWANCES, Accrued Taxes, EQUIPMENT INTERNAL, OTHER, LABOR, SUBCONTRACT, Equipment Rented, OVERTIME LABOR, LABOR BURDEN, Temporary, MATERIAL, and Allowance.</b>			3.45
<b>Builders Risk Insurance: ≈ 0.17% Applies to ALLOWANCES, Accrued Taxes, EQUIPMENT INTERNAL, OTHER, LABOR, SUBCONTRACT, Equipment Rented, OVERTIME LABOR, LABOR BURDEN, Temporary, MATERIAL, and Allowance.</b>			13.34
<b>Performance &amp; Payment Bonds: 1.50% Applies to ALLOWANCES, Accrued Taxes, EQUIPMENT INTERNAL, OTHER, LABOR, SUBCONTRACT, Equipment Rented, OVERTIME LABOR, LABOR BURDEN, Temporary, MATERIAL, and Allowance.</b>			115.23
<b>Fee: 3.75% Applies to ALLOWANCES, Accrued Taxes, EQUIPMENT INTERNAL, OTHER, LABOR, SUBCONTRACT, Equipment Rented, OVERTIME LABOR, LABOR BURDEN, Temporary, MATERIAL, and Allowance.</b>			292.39
<b>Grand Total:</b>			<b>\$8,089.36</b>



**CHANGE NOTIFICATION # 025 : Rigid inclusions under slides**

#	Description	Type	Amount
1	R.I. Under Pool Slides	SUBCONTRACT	\$ 12,553.20
2	Stone fill for rigid inclusions	SUBCONTRACT	\$ 1,150.00
<b>Subtotal:</b>			\$13,703.20
<b>Labor Burden: 46.00% Applies to LABOR and OVERTIME LABOR.</b>			0.00
<b>NC Sales Tax: 6.75% Applies to MATERIAL.</b>			0.00
<b>Technology/Procure Fee: 0.12% Applies to ALLOWANCES, Accrued Taxes, EQUIPMENT INTERNAL, OTHER, LABOR, SUBCONTRACT, Equipment Rented, OVERTIME LABOR, LABOR BURDEN, Temporary, MATERIAL, and Allowance.</b>			16.44
<b>AGC Fee: ≈ 0.05% Applies to ALLOWANCES, Accrued Taxes, EQUIPMENT INTERNAL, OTHER, LABOR, SUBCONTRACT, Equipment Rented, OVERTIME LABOR, LABOR BURDEN, Temporary, MATERIAL, and Allowance.</b>			6.17
<b>Builders Risk Insurance: ≈ 0.17% Applies to ALLOWANCES, Accrued Taxes, EQUIPMENT INTERNAL, OTHER, LABOR, SUBCONTRACT, Equipment Rented, OVERTIME LABOR, LABOR BURDEN, Temporary, MATERIAL, and Allowance.</b>			23.88
<b>Performance &amp; Payment Bonds: 1.50% Applies to ALLOWANCES, Accrued Taxes, EQUIPMENT INTERNAL, OTHER, LABOR, SUBCONTRACT, Equipment Rented, OVERTIME LABOR, LABOR BURDEN, Temporary, MATERIAL, and Allowance.</b>			206.25
<b>Fee: 3.75% Applies to ALLOWANCES, Accrued Taxes, EQUIPMENT INTERNAL, OTHER, LABOR, SUBCONTRACT, Equipment Rented, OVERTIME LABOR, LABOR BURDEN, Temporary, MATERIAL, and Allowance.</b>			523.35
<b>Grand Total:</b>			<b>\$14,479.29</b>

**CHANGE NOTIFICATION # 028 : Deduct for change in partition height**

#	Description	Type	Amount
1	Deduct for all compartments to be 58" high	SUBCONTRACT	(\$3,750.00)
<b>Subtotal:</b>			(\$3,750.00)
<b>Labor Burden: 46.00% Applies to LABOR and OVERTIME LABOR.</b>			0.00
<b>NC Sales Tax: 6.75% Applies to MATERIAL.</b>			0.00
<b>Technology/Procure Fee: 0.12% Applies to ALLOWANCES, Accrued Taxes, EQUIPMENT INTERNAL, OTHER, LABOR, SUBCONTRACT, Equipment Rented, OVERTIME LABOR, LABOR BURDEN, Temporary, MATERIAL, and Allowance.</b>			(4.50)
<b>AGC Fee: ≈ 0.05% Applies to ALLOWANCES, Accrued Taxes, EQUIPMENT INTERNAL, OTHER, LABOR, SUBCONTRACT, Equipment Rented, OVERTIME LABOR, LABOR BURDEN, Temporary, MATERIAL, and Allowance.</b>			(1.69)
<b>Builders Risk Insurance: ≈ 0.17% Applies to ALLOWANCES, Accrued Taxes, EQUIPMENT INTERNAL, OTHER, LABOR, SUBCONTRACT, Equipment Rented, OVERTIME LABOR, LABOR BURDEN, Temporary, MATERIAL, and Allowance.</b>			(6.54)
<b>Performance &amp; Payment Bonds: 1.50% Applies to ALLOWANCES, Accrued Taxes, EQUIPMENT INTERNAL, OTHER, LABOR, SUBCONTRACT, Equipment Rented, OVERTIME LABOR, LABOR BURDEN, Temporary, MATERIAL, and Allowance.</b>			(56.44)
<b>Fee: 3.75% Applies to ALLOWANCES, Accrued Taxes, EQUIPMENT INTERNAL, OTHER, LABOR, SUBCONTRACT, Equipment Rented, OVERTIME LABOR, LABOR BURDEN, Temporary, MATERIAL, and Allowance.</b>			(143.22)
<b>Grand Total:</b>			<b>(\$3,962.39)</b>

**CHANGE NOTIFICATION # 029 : Change to provide an additional 1 1/2' of stone per engineer**

#	Description	Type	Amount
1	Required LTP For Under Pool	SUBCONTRACT	\$ 29,130.00
2	Excavate deep foundations	SUBCONTRACT	\$ 8,625.00
3	Excavate deep foundations	SUBCONTRACT	(\$5,000.00)
4	Excavate pool	SUBCONTRACT	\$ 14,685.00
5	Excavate pool	SUBCONTRACT	(\$10,000.00)
6	Difference for deep foundation and pool excavation	OTHER	(\$8,310.00)
<b>Subtotal:</b>			\$29,130.00
<b>Labor Burden: 46.00% Applies to LABOR and OVERTIME LABOR.</b>			0.00
<b>NC Sales Tax: 6.75% Applies to MATERIAL.</b>			0.00
<b>Technology/Procure Fee: 0.12% Applies to ALLOWANCES, Accrued Taxes, EQUIPMENT INTERNAL, OTHER, LABOR, SUBCONTRACT, Equipment Rented, OVERTIME LABOR, LABOR BURDEN, Temporary, MATERIAL, and Allowance.</b>			34.96
<b>AGC Fee: ≈ 0.05% Applies to ALLOWANCES, Accrued Taxes, EQUIPMENT INTERNAL, OTHER, LABOR, SUBCONTRACT, Equipment Rented, OVERTIME LABOR, LABOR BURDEN, Temporary, MATERIAL, and Allowance.</b>			13.12
<b>Builders Risk Insurance: ≈ 0.17% Applies to ALLOWANCES, Accrued Taxes, EQUIPMENT INTERNAL, OTHER, LABOR, SUBCONTRACT, Equipment Rented, OVERTIME LABOR, LABOR BURDEN, Temporary, MATERIAL, and Allowance.</b>			50.77
<b>Performance &amp; Payment Bonds: 1.50% Applies to ALLOWANCES, Accrued Taxes, EQUIPMENT INTERNAL, OTHER, LABOR, SUBCONTRACT, Equipment Rented, OVERTIME LABOR, LABOR BURDEN, Temporary, MATERIAL, and Allowance.</b>			438.43
<b>Fee: 3.75% Applies to ALLOWANCES, Accrued Taxes, EQUIPMENT INTERNAL, OTHER, LABOR, SUBCONTRACT, Equipment Rented, OVERTIME LABOR, LABOR BURDEN, Temporary, MATERIAL, and Allowance.</b>			1,112.52
<b>Grand Total:</b>			<b>\$30,779.80</b>

**CHANGE NOTIFICATION # 031 : PR 7**

#	Description	Type	Amount
1	PR7 Miscellaneous Changes	SUBCONTRACT	\$ 18,768.11
2	PR7 Masonry Changes	SUBCONTRACT	\$ 2,793.00
3	PR7 Concrete Changes	SUBCONTRACT	\$ 2,929.00
<b>Subtotal:</b>			\$24,490.11
<b>Labor Burden: 46.00% Applies to LABOR and OVERTIME LABOR.</b>			0.00
<b>NC Sales Tax: 6.75% Applies to MATERIAL.</b>			0.00
<b>Technology/Procure Fee: 0.12% Applies to ALLOWANCES, Accrued Taxes, EQUIPMENT INTERNAL, OTHER, LABOR, SUBCONTRACT, Equipment Rented, OVERTIME LABOR, LABOR BURDEN, Temporary, MATERIAL, and Allowance.</b>			29.39
<b>AGC Fee: ≈ 0.05% Applies to ALLOWANCES, Accrued Taxes, EQUIPMENT INTERNAL, OTHER, LABOR, SUBCONTRACT, Equipment Rented, OVERTIME LABOR, LABOR BURDEN, Temporary, MATERIAL, and Allowance.</b>			11.03
<b>Builders Risk Insurance: ≈ 0.17% Applies to ALLOWANCES, Accrued Taxes, EQUIPMENT INTERNAL, OTHER, LABOR, SUBCONTRACT, Equipment Rented, OVERTIME LABOR, LABOR BURDEN, Temporary, MATERIAL, and Allowance.</b>			42.68
<b>Performance &amp; Payment Bonds: 1.50% Applies to ALLOWANCES, Accrued Taxes, EQUIPMENT INTERNAL, OTHER, LABOR, SUBCONTRACT, Equipment Rented, OVERTIME LABOR, LABOR BURDEN, Temporary, MATERIAL, and Allowance.</b>			368.60
<b>Fee: 3.75% Applies to ALLOWANCES, Accrued Taxes, EQUIPMENT INTERNAL, OTHER, LABOR, SUBCONTRACT, Equipment Rented, OVERTIME LABOR, LABOR BURDEN, Temporary, MATERIAL, and Allowance.</b>			935.32
<b>Grand Total:</b>			<b>\$25,877.13</b>

**CHANGE NOTIFICATION # 035 : High Pressure Plastic Laminate at Folding Partition**

#	Description	Type	Amount
1	high pressure plastic laminate finish for folding partition	SUBCONTRACT	\$ 2,940.00
<b>Subtotal:</b>			\$2,940.00
<b>Labor Burden: 46.00% Applies to LABOR and OVERTIME LABOR.</b>			0.00
<b>NC Sales Tax: 6.75% Applies to MATERIAL.</b>			0.00
<b>Technology/Procore Fee: 0.12% Applies to ALLOWANCES, Accrued Taxes, EQUIPMENT INTERNAL, OTHER, LABOR, SUBCONTRACT, Equipment Rented, OVERTIME LABOR, LABOR BURDEN, Temporary, MATERIAL, and Allowance.</b>			3.53
<b>AGC Fee: ≈ 0.05% Applies to ALLOWANCES, Accrued Taxes, EQUIPMENT INTERNAL, OTHER, LABOR, SUBCONTRACT, Equipment Rented, OVERTIME LABOR, LABOR BURDEN, Temporary, MATERIAL, and Allowance.</b>			1.32
<b>Builders Risk Insurance: ≈ 0.17% Applies to ALLOWANCES, Accrued Taxes, EQUIPMENT INTERNAL, OTHER, LABOR, SUBCONTRACT, Equipment Rented, OVERTIME LABOR, LABOR BURDEN, Temporary, MATERIAL, and Allowance.</b>			5.12
<b>Performance &amp; Payment Bonds: 1.50% Applies to ALLOWANCES, Accrued Taxes, EQUIPMENT INTERNAL, OTHER, LABOR, SUBCONTRACT, Equipment Rented, OVERTIME LABOR, LABOR BURDEN, Temporary, MATERIAL, and Allowance.</b>			44.25
<b>Fee: 3.75% Applies to ALLOWANCES, Accrued Taxes, EQUIPMENT INTERNAL, OTHER, LABOR, SUBCONTRACT, Equipment Rented, OVERTIME LABOR, LABOR BURDEN, Temporary, MATERIAL, and Allowance.</b>			112.28
<b>Grand Total:</b>			<b>\$3,106.50</b>

**CHANGE NOTIFICATION # 037 : Unsuitable soil at Storm E4**

#	Description	Type	Amount
1		SUBCONTRACT	\$ 2,011.87
2	Unsuitable Soil Allowance	Allowance	(\$2,011.87)
<b>Subtotal:</b>			\$0.00
<b>Labor Burden: 46.00% Applies to LABOR and OVERTIME LABOR.</b>			0.00
<b>NC Sales Tax: 6.75% Applies to MATERIAL.</b>			0.00
<b>Technology/Procore Fee: 0.00% Applies to ALLOWANCES, Accrued Taxes, EQUIPMENT INTERNAL, OTHER, LABOR, SUBCONTRACT, Equipment Rented, OVERTIME LABOR, LABOR BURDEN, Temporary, MATERIAL, and Allowance.</b>			0.00
<b>AGC Fee: 0.00% Applies to ALLOWANCES, Accrued Taxes, EQUIPMENT INTERNAL, OTHER, LABOR, SUBCONTRACT, Equipment Rented, OVERTIME LABOR, LABOR BURDEN, Temporary, MATERIAL, and Allowance.</b>			0.00
<b>Builders Risk Insurance: 0.00% Applies to ALLOWANCES, Accrued Taxes, EQUIPMENT INTERNAL, OTHER, LABOR, SUBCONTRACT, Equipment Rented, OVERTIME LABOR, LABOR BURDEN, Temporary, MATERIAL, and Allowance.</b>			0.00
<b>Performance &amp; Payment Bonds: 0.00% Applies to ALLOWANCES, Accrued Taxes, EQUIPMENT INTERNAL, OTHER, LABOR, SUBCONTRACT, Equipment Rented, OVERTIME LABOR, LABOR BURDEN, Temporary, MATERIAL, and Allowance.</b>			0.00
<b>Fee: 0.00% Applies to ALLOWANCES, Accrued Taxes, EQUIPMENT INTERNAL, OTHER, LABOR, SUBCONTRACT, Equipment Rented, OVERTIME LABOR, LABOR BURDEN, Temporary, MATERIAL, and Allowance.</b>			0.00
<b>Grand Total:</b>			<b>\$0.00</b>

**CHANGE NOTIFICATION # 038 : Unsuitable soil at Fuel Tank**

#	Description	Type	Amount
1	fuel tank removal	SUBCONTRACT	\$ 1,816.60
2	Unsuitable Soil Allowance	Allowance	(\$1,816.60)
<b>Subtotal:</b>			\$0.00
<b>Labor Burden: 46.00% Applies to LABOR and OVERTIME LABOR.</b>			0.00
<b>NC Sales Tax: 6.75% Applies to MATERIAL.</b>			0.00
<b>Technology/Procure Fee: 0.12% Applies to ALLOWANCES, Accrued Taxes, EQUIPMENT INTERNAL, OTHER, LABOR, SUBCONTRACT, Equipment Rented, OVERTIME LABOR, LABOR BURDEN, Temporary, MATERIAL, and Allowance.</b>			0.00
<b>AGC Fee: ≈ 0.05% Applies to ALLOWANCES, Accrued Taxes, EQUIPMENT INTERNAL, OTHER, LABOR, SUBCONTRACT, Equipment Rented, OVERTIME LABOR, LABOR BURDEN, Temporary, MATERIAL, and Allowance.</b>			0.00
<b>Builders Risk Insurance: ≈ 0.17% Applies to ALLOWANCES, Accrued Taxes, EQUIPMENT INTERNAL, OTHER, LABOR, SUBCONTRACT, Equipment Rented, OVERTIME LABOR, LABOR BURDEN, Temporary, MATERIAL, and Allowance.</b>			0.00
<b>Performance &amp; Payment Bonds: 1.50% Applies to ALLOWANCES, Accrued Taxes, EQUIPMENT INTERNAL, OTHER, LABOR, SUBCONTRACT, Equipment Rented, OVERTIME LABOR, LABOR BURDEN, Temporary, MATERIAL, and Allowance.</b>			0.00
<b>Fee: 3.75% Applies to ALLOWANCES, Accrued Taxes, EQUIPMENT INTERNAL, OTHER, LABOR, SUBCONTRACT, Equipment Rented, OVERTIME LABOR, LABOR BURDEN, Temporary, MATERIAL, and Allowance.</b>			0.00
<b>Grand Total:</b>			<b>\$0.00</b>

**CHANGE NOTIFICATION # 043 : Water Repellent Credit**

#	Description	Type	Amount
1	Water Repellent Credit	SUBCONTRACT	(\$4,612.00)
<b>Subtotal:</b>			(\$4,612.00)
<b>Labor Burden: 46.00% Applies to LABOR and OVERTIME LABOR.</b>			0.00
<b>NC Sales Tax: 6.75% Applies to MATERIAL.</b>			0.00
<b>Technology/Procure Fee: 0.00% Applies to ALLOWANCES, Accrued Taxes, EQUIPMENT INTERNAL, OTHER, LABOR, SUBCONTRACT, Equipment Rented, OVERTIME LABOR, LABOR BURDEN, Temporary, MATERIAL, and Allowance.</b>			0.00
<b>AGC Fee: 0.00% Applies to ALLOWANCES, Accrued Taxes, EQUIPMENT INTERNAL, OTHER, LABOR, SUBCONTRACT, Equipment Rented, OVERTIME LABOR, LABOR BURDEN, Temporary, MATERIAL, and Allowance.</b>			0.00
<b>Builders Risk Insurance: 0.00% Applies to ALLOWANCES, Accrued Taxes, EQUIPMENT INTERNAL, OTHER, LABOR, SUBCONTRACT, Equipment Rented, OVERTIME LABOR, LABOR BURDEN, Temporary, MATERIAL, and Allowance.</b>			0.00
<b>Performance &amp; Payment Bonds: 0.00% Applies to ALLOWANCES, Accrued Taxes, EQUIPMENT INTERNAL, OTHER, LABOR, SUBCONTRACT, Equipment Rented, OVERTIME LABOR, LABOR BURDEN, Temporary, MATERIAL, and Allowance.</b>			0.00
<b>Fee: 0.00% Applies to ALLOWANCES, Accrued Taxes, EQUIPMENT INTERNAL, OTHER, LABOR, SUBCONTRACT, Equipment Rented, OVERTIME LABOR, LABOR BURDEN, Temporary, MATERIAL, and Allowance.</b>			0.00
<b>Grand Total:</b>			<b>(\$4,612.00)</b>

**CHANGE NOTIFICATION # 049 : Alternate Approvals 4.10.19**

#	Description	Type	Amount
1			\$ 253,851.00
<b>Subtotal:</b>			\$253,851.00
<b>Labor Burden: 46.00% Applies to LABOR and OVERTIME LABOR.</b>			0.00
<b>NC Sales Tax: 6.75% Applies to MATERIAL.</b>			0.00
<b>Technology/Procure Fee: 0.12% Applies to all line item types.</b>			0.00
<b>AGC Fee: ≈ 0.05% Applies to ALLOWANCES, Accrued Taxes, EQUIPMENT INTERNAL, OTHER, LABOR, SUBCONTRACT, Equipment Rented, OVERTIME LABOR, LABOR BURDEN, Temporary, MATERIAL, and Allowance.</b>			0.00
<b>Builders Risk Insurance: ≈ 0.17% Applies to ALLOWANCES, Accrued Taxes, EQUIPMENT INTERNAL, OTHER, LABOR, SUBCONTRACT, Equipment Rented, OVERTIME LABOR, LABOR BURDEN, Temporary, MATERIAL, and Allowance.</b>			0.00
<b>Performance &amp; Payment Bonds: 1.50% Applies to ALLOWANCES, Accrued Taxes, EQUIPMENT INTERNAL, OTHER, LABOR, SUBCONTRACT, Equipment Rented, OVERTIME LABOR, LABOR BURDEN, Temporary, MATERIAL, and Allowance.</b>			0.00
<b>Fee: 3.75% Applies to ALLOWANCES, Accrued Taxes, EQUIPMENT INTERNAL, OTHER, LABOR, SUBCONTRACT, Equipment Rented, OVERTIME LABOR, LABOR BURDEN, Temporary, MATERIAL, and Allowance.</b>			0.00
<b>Grand Total:</b>			<b>\$253,851.00</b>

The original (Contract Sum)	\$ 32,937,626.00
Net change by previously authorized Change Orders	\$ 554,968.21
The contract sum prior to this Change Order was	\$ 33,492,594.21
The contract sum would be changed by this Change Order in the amount of	\$ 418,184.21
The new contract sum including this Change Order will be	\$ 33,910,778.42
The contract time will be increased by this Change Order by 8 days	

Submitted By:

Approved By:

Approved By:

\_\_\_\_\_  
SIGNATURE                      DATE

The Harper Corporation  
Contractor

\_\_\_\_\_  
SIGNATURE                      DATE

Architect/Engineer

\_\_\_\_\_  
SIGNATURE                      DATE

Watauga County  
Owner

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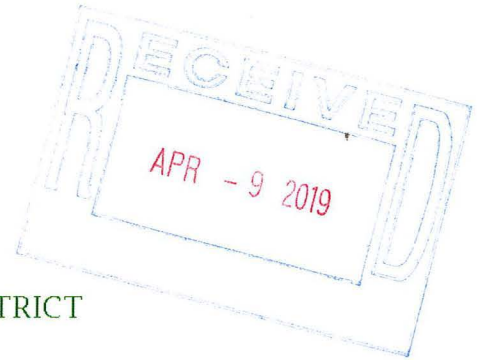
**AGENDA ITEM 7:**

**SOIL AND WATER CONSERVATION OFFICE REQUEST TO EXTEND OFFICE HOURS**

**MANAGER'S COMMENTS:**

Mr. Denny Norris, Watauga County Soil and Water Conservation District, will request the Board approve a change in the hours of operations for the Department. Several years ago the Department changed the hours of operation to 7:30 to 5:00 from 8:00 to 5:00. The Department is now requesting the hours change to 7:30 to 5:30. The Board may wish to request data regarding the traffic of customers in an out of the office to ensure the hours are more beneficial to its customers.

Board action is required.



**WATAUGA SOIL AND WATER CONSERVATION DISTRICT**  
971 West King Street  
Boone, NC 28607-3468

Phone: 828-264-0842

TTY 1-800-735-2962

Fax 828-264-3067

March 28, 2019

To: Deron Geouque

The Watauga County Soil and Water District Board has discussed, at its' most recent meeting, the option of extending our available hours to our farmers in an attempt to be more accessible before and after business hours. This is for the benefit of farmers that are renting our shared use equipment, and visiting the office to sign contracts and payment forms. Most of our cooperators work other jobs that do not allow them to make it into the office during normal hours. This schedule change will also benefit our other cooperating partners in the office building by making the office more accessible to their clients as well. The schedule change will be implemented during the summer months in line with daylight savings time. The change will be on a trial basis for 2019, and the board will assess the advantages or disadvantages as to whether we will continue to operate on this schedule in the future. Our district board voted to extend the offices' accessible hours by implementing a new schedule that will keep the office open longer, without extending the weekly hour load of our staff, all while giving our cooperators 10 additional hours of access to the office. If you have any questions, feel free to call 828-964-2523.

Thank you,

A handwritten signature in cursive script that reads 'Denny Norris'.

Denny Norris



**AGENDA ITEM 8:**

**UPDATED NC DEPARTMENT OF HEALTH AND HUMAN SERVICES (DHHS)/COUNTY  
MEMORANDUM OF UNDERSTANDING (MOU) PURSUANT TO G. S. 108A-74**

**MANAGER'S COMMENTS:**

Mr. Tom Hughes, DSS Director, will present the updated MOU with the Department of Health and Human Services for all social services programs. The current version is a little friendlier than last year's version. The MOU does not allow for the County to affix any documentation not included as part of the original document. Mr. Hughes is recommending the Board approve the MOU as presented.

Board action is required to approve the MOU as presented.



NC DEPARTMENT OF  
**HEALTH AND  
 HUMAN SERVICES**  
 Division of Social Services

ROY COOPER • Governor

MANDY COHEN, MD, MPH • Secretary

SUSAN OSBORNE • Assistant Secretary for County Operations

April 15, 2019

Dear County Manager and County Director of Social Services:

As you know, Session Law 2017-41 requires all counties to enter into an annual written agreement, referred to as a Memorandum of Understanding (MOU), with the Department of Health and Human Services (DHHS) for all social services programs excluding medical assistance (Medicaid). Fiscal Year (FY) 2018-2019 was the first year of these agreements.

This letter provides an overview of the MOU process for FY 2019-2020, outlines the actions that you will need to take, and includes attachments that you will need to review. In November 2018, an amendment was required to the original performance measures. Specifically, system level measures were moved from static numbers to growth measures. Further, the impact of Hurricane Florence on county and state operations delayed the data validation process. Because of these factors, no performance improvement or corrective action was initiated for MOU compliance for FY 2018-2019.

For FY 2019-2020, the performance measures remain the same as the previous MOU. DHHS has been working to create county level reports for these measures that will allow counties to produce reports for their performance on all measures and train counties in running these reports. Currently data for 13 measures can be locally generated and has been validated with DSS agencies. These measures can be found in **Attachment I** of the new MOU and are titled Mandated Performance Requirements. **These are the only measures that will be evaluated as part of the MOU for FY 2019-2020 and subject to performance improvement or corrective action.**

The remaining 13 measures, titled Performance Requirements, are found in Attachment III and **will not be included in any corrective action.** Ongoing monitoring and support activities will continue as they have in prior years for these remaining 13 measures. We will continue to develop reports and validate data for these remaining performance measures. As always, we will work with the NC Association of County Directors of Social Services and counties to assist with the data validation process.

NC DEPARTMENT OF HEALTH AND HUMAN SERVICES • DIVISION OF SOCIAL SERVICES

LOCATION: 820 S. Boylan Avenue, McBryde Building, Raleigh, NC 27603

MAILING ADDRESS: 2401 Mail Service Center, Raleigh, NC 27699-2401

www.ncdhhs.gov • TEL: 919-527-6335 • FAX: 919-334-1018

AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

Several items are included with this letter for your review and information:

- Fact Sheets for each program area that provide information on the measures
- Your individual county measures for the calendar year 2018
- Memorandum of Understanding for state fiscal year 2019-2020

**Please take the steps below and return signed agreements to Susan Osborne ([susan.osborne@dhhs.nc.gov](mailto:susan.osborne@dhhs.nc.gov)) and Gwen Waller ([Gwendolyn.Waller@dhhs.nc.gov](mailto:Gwendolyn.Waller@dhhs.nc.gov)) no later than June 30, 2019.**

1. On page 6 please add the name and contact person to whom information and notices regarding this agreement should be sent.
2. On page 10 submit this document for signature to the person who the county designates as the signature authority. Two spaces for signature have been provided, if the county elects to have the document co-signed by county leadership and the Department of Social Services director.
3. Once we receive your returned, signed copy of the MOU it will be submitted to Secretary Mandy Cohen for signature and a signed copy will be returned for your records. Please note that any signing statement, resolution or other documentation that a County may return to DHHS along with a signed MOU will be deemed separate from the MOU and not incorporated as a part of the MOU. If any documentation is physically affixed to the signed MOU, DHHS may return the MOU to be signed without any affixed documentation. DHHS will review and retain any submissions received from a County and follow up with a County as needed.

Thank you for your ongoing partnership with us in serving North Carolina's citizens with critical services. Please feel free to contact me directly if you have any questions or need any additional information.

Sincerely,



Susan G. Osborne  
Assistant Secretary for County Operations



# 2019-20 NCDHHS/COUNTY MEMORANDUM OF AGREEMENT ADULT SERVICES PERFORMANCE MEASURES FACT SHEET

Adult  
Services

Child Care  
Assistance Services

Child Support  
Services

Child Welfare  
Services

Energy  
Programs

Food and  
Nutrition Services

Work First  
Services

## WHAT ARE THE PERFORMANCE MEASURES?

In 2017, the North Carolina General Assembly passed the Family/Child Accountability and Protection Act/Rylan's Law - Session Law 2017-41. The law requires all counties to enter into an annual agreement with the NC Department of Health and Human Services (NCDHHS) for all social services programs excluding medical assistance (NC Medicaid). The goal of the annual agreements is to support the provision of consistent, quality child welfare and social services that ensure the safety, health and well-being of children, adults and families served across North Carolina.

The law requires the agreement to contain performance requirements and administrative responsibilities. This fact sheet is one of seven fact sheets describing the 26 performance measures in the 2019-20 Memorandum of Agreement. The seven fact sheets address: 1) Adult Services, 2) Child Care Assistance Services, 3) Child Support Services, 4) Child Welfare Services, 5) Energy Programs, 6) Food and Nutrition Services, and 7) Work First Services.

## Why Were These Adult Services Measures Selected?

The NCDHHS-County Memorandum of Agreement includes four Adult Services performance measures: two Adult Protective Services (APS) measures and two State-County Special Assistance measures. Together, these four measures address the immediate safety, ongoing protection from abuse and neglect, and long-term security and well-being of older adults and individuals with disabilities. The goal is to provide services and protections to individuals and families experiencing serious health and safety needs who are not, at least temporarily, able to assist themselves with the goal of helping them return to independent, community living.

### BASIS

NC G.S 108A-103 Article 6 requires that an APS evaluation shall be completed within 30 days for allegations of abuse or neglect and within 45 days for allegations of exploitation. NC Administrative Rule: 10A NCAC 71P .0604 requires that applications be processed and a notice approving or denying the application stating the effective date be mailed within 45 calendar days from the date the application form is signed for persons aged 65 and older.

**NOTE:** This measure is a growth measure. Performance over prior years will be compiled and shared with counties. For Fiscal Year 2019-2020 MOU, the Department will not initiate any corrective action for a county's performance related to this MOU performance measure.

## A Closer Look: Adult Protective Services Performance Measures

### 1. County will complete 95% of APS evaluations involving allegations of abuse or neglect within 30 days of the report.

**NOTE:** This measure is a growth measure. Performance over prior years will be compiled and shared with counties. For Fiscal Year 2019-2020 MOU, the Department will not initiate any corrective action for a county's performance related to this MOU performance measure.

#### RATIONALE

Responding quickly to allegations of adult abuse, neglect or exploitation is essential in order to make a case decision that will allow the necessary services to be provided to protect the adult. While state statute does not specify a percentage, 95% was selected because counties encounter extenuating circumstances that preclude them from completing a timely evaluation. Timely completion of 95% of these reports indicates substantial compliance with the statute.

#### BASIS

State law requires that the director of social services receiving a report that an adult needs protective services make a prompt and thorough evaluation to determine whether the adult needs protective services and what services are needed. By statute, the evaluation shall be completed within 30 days for allegations of abuse or neglect.

- NC State Statute: [NC G.S 108A-103](#)

### 2. County will complete 85% of APS evaluations involving allegations of exploitation within 45 days of the report.

**NOTE:** This measure is a growth measure. Performance over prior years will be compiled and shared with counties. For Fiscal Year 2019-2020 MOU, the Department will not initiate any corrective action for a county's performance related to this MOU performance measure.

#### RATIONALE

Protecting a disabled adult from being improperly used for another's profit or advantage is critical to ensuring their safety and well-being. The most common form of exploitation is related to financial misuse. Therefore, evaluating reports of exploitation often requires that APS staff have access to records from care providers and financial institutions. This can lengthen the time needed to make a determination on the need for protection. Timely completion of 85% of these reports indicates substantial compliance with the statute.

#### BASIS

State law requires the director of social services to make a prompt and thorough evaluation of any report of potential adult abuse, neglect or exploitation and determine whether or not an adult needs protective services and what services are needed. The evaluation should be completed within 45 days for allegations of exploitation.

- NC State Statute: [NC G.S 108A-103](#)

## A Closer Look: State-County Special Assistance Performance Measures

The NCDHHS-County Memorandum of Agreement includes two State-County Special Assistance Measures. These measures address the timeliness in which the County DSS processes applications for State-County Special Assistance (SA), which pays for room and board for low-income individuals needing care in an assisted living facility. NC Administrative Code (10NCAC 71P.0604) sets the timeliness requirement for processing SA applications.

### 1. County will process 85% of Special Assistance for the Aged (SAA) applications within 45 calendar days of the application date.

**NOTE:** This measure is a growth measure. Performance over prior years will be compiled and shared with counties. For Fiscal Year 2019-2020 MOU, the Department will not initiate any corrective action for a county's performance related to this MOU performance measure.

#### RATIONALE

Individuals in need of placement in an assisted living facility generally require prompt placement to avoid further decline in health or possible harm. State-County Special Assistance (SA) pays for room and board for eligible individuals in a licensed assisted living facility. Timely receipt of these benefits is essential to ensure proper care and treatment. While state rule does not specify a percentage rate, 85% was selected because counties may encounter extenuating circumstances that preclude them from completing a timely determination of eligibility. Timely determination for 85% of applications indicates substantial compliance with the state rule.

#### BASIS

State administrative rules require that applications be processed and a notice approving or denying the application stating the effective date be mailed within 45 calendar days from the date the application form is signed for persons aged 65 and older.

- NC Administrative Rule: [10A NCAC 71P .0604](#)

### 2. The County will process 85% of Special Assistance for the Disabled (SAD) applications within 60 calendar days of the application date.

**NOTE:** This measure is a growth measure. Performance over prior years will be compiled and shared with counties. For Fiscal Year 2019-2020 MOU, the Department will not initiate any corrective action for a county's performance related to this MOU performance measure.

#### RATIONALE

Individuals in need of placement in an assisted living facility generally require prompt placement to avoid further decline in health or possible harm. State-County Special Assistance (SA) pays for room and board for eligible individuals in a licensed assisted living facility. Eligibility for SA also qualifies an individual to receive Medicaid benefits. Timely receipt of these benefits is essential to ensure proper care and treatment. DSS staff are required to verify several factors to determine eligibility related to income and assets.

While the state rule does not speak to a percentage rate, 85% was selected because counties may encounter extenuating circumstances that preclude them from completing a timely determination of eligibility. Timely determination for 85% of applications indicates substantial compliance with the Rule.

#### BASIS

State regulations require that applications be processed and a notice approving or denying the application stating the effective date of the payment be mailed within 60 calendar days from the date the application form is signed for persons aged less than 65.

- NC Administrative Rule: [10A NCAC 71P .0604](#)





# 2019-20 NCDHHS/COUNTY MEMORANDUM OF AGREEMENT CHILD CARE ASSISTANCE SERVICES PERFORMANCE MEASURES FACT SHEET

Adult  
Services

Child Care  
Assistance Services

Child Support  
Services

Child Welfare  
Services

Energy  
Programs

Food and  
Nutrition Services

Work First  
Services

## WHAT ARE THE PERFORMANCE MEASURES?

In 2017, the North Carolina General Assembly passed the Family/Child Accountability and Protection Act/Rylan's Law - [Session Law 2017-41](#). The law requires all counties to enter into an annual agreement with the NC Department of Health and Human Services (NCDHHS) for all social services programs excluding medical assistance (NC Medicaid). The goal of the annual agreements is to support the provision of consistent, quality child welfare and social services that ensure the safety, health and well-being of children, adults and families served across North Carolina.

The law requires the agreement to contain performance requirements and administrative responsibilities. This fact sheet is one of seven fact sheets describing the 26 performance measures in the 2019-20 Memorandum of Agreement. The seven fact sheets address: 1) Adult Services, 2) Child Care Assistance Services, 3) Child Support Services, 4) Child Welfare Services, 5) Energy Programs, 6) Food and Nutrition Services, and 7) Work First Services.

## Why Were These Child Care Assistance Services Measures Selected?

The NCDHHS-County Memorandum of Agreement includes one Subsidized Child Care Assistance Program performance measure. This measure ensures that family eligibility determination and processing of applications for Subsidized Child Care Assistance (SCCA) are performed in a timely manner. This attention to timeliness allows families to begin work or educational activities while their children access quality child care programs. If applications are not processed in a timely manner, families can lose an employment opportunity or may not be able to keep their job or remain in school, if redetermination is delayed.

### BASIS

The federal [Child Care and Development Fund Block Grant Act of 2014 \(Act\)](#) provides for assistance to low-income families who are working and/or engaged in educational activities to ensure equal access to high-quality child care services. The Code of Federal Regulations (CFR) at 45 CFR Part 98 describes the requirements for implementation of the Act. Plan provisions at § 98.16 describe requirements the Lead Agency (State) must include in its triennial CCDF Plan (Plan). The State is required to describe how it will ensure timely eligibility determination and processing of applications as a required part of the Plan as stated at § 98.16 (h)(7). The State's current, approved Plan specifies 30 days as the required timeline for the processing of both initial and redetermination applications in section 3.1.8.

### FEDERAL COMPLIANCE INSTRUMENTS

States are assessed for compliance on a three-year cycle. The Act at Subpart K - Error Rate Reporting at § 98.101 describes the Case Review Methodology used to assess compliance with requirements for administration of the Act. This review process meets the following requirements:

- Improper Payments Information Act of 2002 (IPIA)
- Improper Payments Elimination and Recovery Act of 2010 (IPERA)
- Improper Payments Elimination and Recovery Improvement Act of 2012 (IPERIA)
- Executive Order 13520 - Reducing Improper Payments 2009

## A Closer Look: Child Care Assistance Performance Measures

1. The County will process 95% of Child Care Subsidy initial and redetermination applications within 30 calendar days of the application date.

**NOTE:** Performance over prior years will be compiled and shared with counties. For Fiscal Year 2019-2020 MOU, the Department will not initiate any corrective action for a county's performance related to this MOU performance measure.

### RATIONALE

The intent of this measure is to ensure that families can place their children in quality child care without an undue delay due to administrative processes so that they can begin or ensure continuity of work or approved educational activities.

### BASIS

The current, approved State Plan specifies the 30-day eligibility determination requirement in section 3.1.8.

- [North Carolina Child Care Development Fund Plan](#)







# 2019-20 NCDHHS/COUNTY MEMORANDUM OF AGREEMENT CHILD SUPPORT PERFORMANCE MEASURES FACT SHEET

Adult  
Services

Child Care  
Assistance Services

Child Support  
Services

Child Welfare  
Services

Energy  
Programs

Food and  
Nutrition Services

Work First  
Services

## WHAT ARE THE PERFORMANCE MEASURES?

In 2017, the North Carolina General Assembly passed the Family/Child Accountability and Protection Act/Rylan's Law - [Session Law 2017-41](#). The law requires all counties to enter into an annual agreement with the NC Department of Health and Human Services (NCDHHS) for all social services programs excluding medical assistance (NC Medicaid). The goal of the annual agreements is to support the provision of consistent, quality child welfare and social services that ensure the safety, health and well-being of children, adults and families served across North Carolina.

The law requires the agreement to contain performance requirements and administrative responsibilities. This fact sheet is one of seven fact sheets describing the 26 performance measures in the 2019-20 Memorandum of Agreement. The seven fact sheets address: 1) Adult Services, 2) Child Care Assistance Services, 3) Child Support Services, 4) Child Welfare Services, 5) Energy Programs, 6) Food and Nutrition Services, and 7) Work First Services.

## Why Were These Child Support Measures Selected?

The NCDHHS-County Memorandum of Agreement includes five child support performance measures. The aim of the performance measures is to ensure that child support is a reliable, accessible source of income so that custodial families can become self-sufficient. Studies have shown that policies to collect child support not only increase financial resources to families, but their impact on payments increase visitation and contact between the children and their parents.

### BASIS

The [Personal Responsibility and Work Opportunity Reconciliation Acts \(PRWORA\) of 1996](#), Section 454 of the Social Security Act (42 U.S.C. 654), 42 U.S.C. 658a(b)(6), [Public Law 105-200, Section 201](#), and [N.C.G.S. 110-129.1\(a\)\(9\)](#) establish guidelines for performance and an incentive system to provide additional payments to any State based on its performance under the program. The Child Support Performance and Incentive Act of 1998 (CSPIA) ([Public Law 105-200, Section 201](#)) provides the legal basis for the incentive award system. The purpose of Title IV-D incentives is to reward child support programs for good performance results, while holding these programs accountable for poor performance.

Eligibility for and the amount of incentive funding depends on all of the following:

- The total amount of federal funds that are available for a fiscal year.
- The state performance levels in five program service areas (paternity establishment, support establishment, current support payments, payments toward arrearages, and cost effectiveness). The federal Office of Child Support Enforcement (OCSE) distributes a shared pool of federal incentive funds to the states each year. To receive these funds, states must reach a specific level of performance for each of these program service areas.
- The reliability of the state's data as determined by OCSE's annual Data Reliability Audit (DRA). States must prove that their child support collection data in their computer systems is ninety-five percent (95%) reliable and accurate, based on the DRA (pursuant to 45 CFR 305).
- The relative performance levels of other states.

Each federal fiscal year, 85% of the federal incentive funds is shared with the counties, based on their performance in the program service areas mentioned above. The North Carolina Child Support Services (NCCSS) Central Office retains the remaining 15% to enhance centralized child support services.

Federal Regulations [45 CFR 303.52](#) require state IV-D programs to develop a standard methodology for the disbursement of incentive funds to the county/local agencies that are designated as the administrators of their child support programs.

**NOTE:** For 2019-20, all Child Support performance measures will be growth measures. Counties have individual targets for the current fiscal year for these measures based on their performance for the preceding state fiscal year.

## A Closer Look: Child Support Performance Measures

In accordance with Federal Regulations at [45 CFR 305.2](#), the federal Office of Child Support Enforcement (OCSE) determines incentive funding for states by measuring performance levels in these five program areas identified below. County performance measures are established not only to ensure that we meet the performance measures set by the federal government, but that our program is focused on improving the economic self-sufficiency of families with children. Counties falling below the minimum federal performance measure are subject to a corrective action plan.

### 1. County will achieve its given annual percentage of paternities established for children born out of wedlock.

**NOTE:** For 2019-20, all Child Support performance measures will be growth measures. Counties have individual targets for the current fiscal year for these measures based on their performance for the preceding state fiscal year.

#### RATIONALE

Paternity establishment is an essential component in obtaining and enforcing support orders for children. The Paternity Establishment Percentage (PEP) is the percentage of children born out of wedlock for whom paternity has been established or acknowledged.

#### BASIS

Federal regulations require states to have a 90% minimum PEP rate to earn full incentives and avoid penalties to TANF block grant funding. To ensure continuous improvement, individualized county performance measures are established based on state and federal laws as listed below.

- Federal Code: [42 U.S.C. 652\(g\)\(1\)\(A\)](#)

- Federal Code: [42 U.S.C. 658a\(b\)\(6\)\(A\)](#)
- North Carolina General Statute: [110-129.1\(a\)\(9\)](#)

### 2. County will achieve its given annual percentage of child support cases that are under an order.

**NOTE:** For 2019-20, all Child Support performance measures will be growth measures. Counties have individual targets for the current fiscal year for these measures based on their performance for the preceding state fiscal year.

#### RATIONALE

A child support order obligates noncustodial parents to provide financial support for their children and stipulates the amount of the obligation and how it is to be paid. Child support payments enable parents who do not live with their children to fulfill their financial responsibility to them by contributing to the payment of childrearing costs.

#### BASIS

Monthly performance is calculated for county/local agencies by determining the number of IV-D cases with child support orders as a percentage of their overall caseload. The average of these monthly percentages is reported at the end of the federal fiscal year. To ensure continuous improvement, individualized county performance measures are established based on state and federal laws as listed below.

- Federal Code: [42 U.S.C. 652\(g\)\(1\)\(A\)](#)
- Federal Code: [42 U.S.C. 658a\(b\)\(6\)\(B\)](#)
- North Carolina General Statute: [N.C.G.S. 110-129.1\(a\)\(9\)](#)

### 3. County will achieve its given annual percentage of current child support paid.

**NOTE:** For 2019-20, all Child Support performance measures will be growth measures. Counties have individual targets for the current fiscal year for these measures based on their performance for the preceding state fiscal year.

#### RATIONALE

The current collection rate is an indicator for the regular and timely payment of child support. Higher rates mean better compliance with the support order and lower accumulation of arrears.

#### BASIS

“Current support” is the money that is applied to current support obligations and does not include payments toward arrearages. Monthly performance is calculated by determining the amount of current support that is collected as a percentage of the total amount of current support obligations due. The average of these monthly percentages is reported at the end of the federal fiscal year. To ensure continuous improvement, individualized county performance measures are established based on state and federal regulations as listed below.

- Federal Code: [42 U.S.C. 652\(g\)\(1\)\(A\)](#)
- Federal Code: [42 U.S.C. 658a\(b\)\(6\)\(C\)](#)
- North Carolina General Statute: [110-129.1\(a\)\(9\)](#)

### 4. County will achieve its given annual percentage of cases that received a payment towards arrears.

**NOTE:** For 2019-20, all Child Support performance measures will be growth measures. Counties have individual targets for the current fiscal year for these measures based on their performance for the preceding state fiscal year.

#### RATIONALE

Child support collections has been shown to reduce the child poverty rate and improve child well-being. Studies also show that receipt of child support has a positive effect on academic achievement and improves young children’s cognitive development.

#### BASIS

To ensure continuous improvement, individualized county performance measures are established based on state and federal regulations as listed below.

- Federal Code: [42 U.S.C. 652\(g\)\(1\)\(A\)](#)
- Federal Code: [42 U.S.C. 658a\(b\)\(6\)\(D\)](#)
- NC General Statute: [110-129.1\(a\)\(9\)](#)

### 5. County will meet its annual goal of total child support collections.

**NOTE:** For 2019-20, all Child Support performance measures will be growth measures. Counties have individual targets for the current fiscal year for these measures based on their performance for the preceding state fiscal year.

#### RATIONALE

Regular and consistent child support payments support family self-sufficiency. Research shows that the payment of child support leads to increased involvement and influence of noncustodial parents in their children’s lives.

#### BASIS

In North Carolina, this performance measure is tracked by looking at the total amount of child support payments that are collected by the county. To ensure continuous improvement, individualized county performance measures are established. Due to an inability to calculate the cost-effectiveness measure on a state fiscal year, that goal is translated into a total collections goal. Even though the goal does not measure actual cost-effectiveness, Counties should remain mindful of expenditures to ensure that they are staying at or above the \$5.00/\$1.00 ratio. The cost effectiveness standard, which is the basis for the total child support collections goal is based on state and federal regulations as listed below.

- Federal Code: [42 U.S.C. 652\(g\)\(1\)\(A\)](#)
- Federal Code: [42 U.S.C. 658a\(b\)\(6\)\(C\)](#)
- North Carolina Administrative Code: [110-129.1\(a\)\(9\)](#)





# 2019-20 NCDHHS/COUNTY MEMORANDUM OF AGREEMENT CHILD WELFARE PERFORMANCE MEASURES FACT SHEET

Adult  
Services

Child Care  
Assistance Services

Child Support  
Services

Child Welfare  
Services

Energy  
Programs

Food and  
Nutrition Services

Work First  
Services

## WHAT ARE THE PERFORMANCE MEASURES?

In 2017, the North Carolina General Assembly passed the Family/Child Accountability and Protection Act/Rylan's Law - [Session Law 2017-41](#). The law requires all counties to enter into an annual agreement with the NC Department of Health and Human Services (NCDHHS) for all social services programs excluding medical assistance (NC Medicaid). The goal of the annual agreements is to support the provision of consistent, quality child welfare and social services that ensure the safety, health and well-being of children, adults and families served across North Carolina.

The law requires the agreement to contain performance requirements and administrative responsibilities. This fact sheet is one of seven fact sheets describing the 26 performance measures in the 2019-20 Memorandum of Agreement. The seven fact sheets address: 1) Adult Services, 2) Child Care Assistance Services, 3) Child Support Services, 4) Child Welfare Services, 5) Energy Programs, 6) Food and Nutrition Services, and 7) Work First Services.

## Why Were These Child Welfare Measures Selected?

The NCDHHS-County Memorandum of Agreement includes six child welfare performance measures. Together, the six measures address the immediate safety, ongoing protection from abuse and neglect, and long-term security and well-being for children entering the state's child welfare system.

### BASIS

The federal [Child Abuse Prevention and Treatment Act \(CAPTA\)](#) of 1974 and subsequent amendments provide the foundational guidance for government's role in child protection. CAPTA requires states to identify a minimum set of acts or behaviors that define child abuse and neglect and establish timeframes for responding to reports of abuse and neglect. Other federal law, funding and regulations also govern components of child welfare — for example, both [Titles IV-B and IV-E of the Social Security Act \(SSA\)](#). Title IV-B addresses the provision of child welfare services that can be used for prevention of and response to child abuse and neglect. Title IV-E of the Social Security Act (SSA) focuses on providing safe and stable care for children who are in out-of-home care due to child maltreatment until they can achieve placement permanency by being safely returned home, placed permanently with adoptive families, or placed in other planned arrangements. The Code of Federal Regulations (CFR) [Part 45 1357.10](#) further define requirements for child welfare services.

**NOTE:** This measure is a growth measure. Performance over prior years will be compiled and shared with counties. For Fiscal Year 2019-2020 MOU, the Department will not initiate any corrective action for a county's performance related to this MOU performance measure.

## FEDERAL COMPLIANCE INSTRUMENTS

The federal Children's Bureau assesses states for "substantial conformity" with federal requirements for child welfare services through a periodic Child and Family Services Review (CFSR). Federal guidelines define "substantial conformity" to mean the measure is achieved in 95% of cases reviewed. Two relevant tools are used to evaluate state compliance during the CFSR. They are:

- National Standards for State Performance on Statewide Data Indicators: The Data Indicators are aggregate measures, calculated using available administrative data. These measures look at outcomes for children; for example, whether or not a child is a victim of child abuse or neglect while in foster care, whether or not a child is a repeat victim of abuse or neglect, or whether or not a child is able to achieve a permanent home in 12 months.
- The Onsite Review Instrument (OSRI) includes only a limited sample of case reviews, interviews with children and families engaged in services, and interviews with community stakeholders – such as courts, community agencies, foster families, caseworkers, and service providers. The OSRI looks at **outcomes for children and the type and quality of services children and in child welfare services receive**. The OSRI involves an intensive review of small sampling of family case records and looks not only at whether or not a particular service or action occurred, but whether or not it was performed in a quality manner. Therefore, the OSRI measures are NOT used as a basis for the NCDHHS County Performance Measures, because data for the Performance Measures must be available for all counties and all cases and recipients of services.

## A Closer Look: Child Welfare Performance Measures

### 1. County will initiate 95% of all screened in reports within required timeframes.

**NOTE:** This measure is a growth measure. Performance over prior years will be compiled and shared with counties. For Fiscal Year 2019-2020 MOU, the Department will not initiate any corrective action for a county's performance related to this MOU performance measure.

#### RATIONALE

The intent of this measure to ensure allegations of child abuse, neglect and dependency are initiated within mandated timeframes. This measure addresses how quickly a "screened in" report of child maltreatment (physical, sexual or psychological abuse, neglect, dependency, or human trafficking) must be followed up on with a full investigation. A "screened in report" means that information gathered in the report of child maltreatment has been determined by a county child welfare intake caseworker and supervisors to meet the legal definition of child maltreatment. That same caseworker and their supervisor will determine the urgency of conducting the investigation depending on the nature and severity of the alleged abuse, neglect, exploitation, or dependency.

#### BASIS

In North Carolina, the timeframes for initiating an investigation of child maltreatment are defined in state law as, immediately, 24 or 72 hours, depending on the severity of the alleged abuse. NC Administrative Rule and the NCDHHS Family Services Manual further define the processes for adhering to the state law.

- NC State Statute: G.S. §7B-302
- NC Administrative Rule: 10A NCAC 70A.0105
- NCDHHS Family Services Manual: Vol 1, Chapter VIII, Section 1408 Investigative and Family Assessments

**2. For children who were victims of maltreatment during a 12-month period, no more than 9.1% received a subsequent finding of maltreatment.**

**NOTE:** This measure is a growth measure. Performance over prior years will be compiled and shared with counties. For Fiscal Year 2019-2020 MOU, the Department will not initiate any corrective action for a county's performance related to this MOU performance measure.

**RATIONALE**

The intent of this measure is to ensure that children who have been substantiated as abused, neglected or dependent are protected from further harm. This measure assesses whether the child welfare agency was successful in preventing subsequent maltreatment of a child if the child was the subject of a substantiated or indicated report of maltreatment.

**BASIS**

This performance measure is one of the National Standards for State Performance on Statewide Data Indicators that the Children's Bureau uses to determine state's conformity with Titles IV-B and IV-E of the Social Security Act through the Child and Family Services Reviews (CFSRs). The National Standard is that the recurrence of substantiated or indicated maltreatment 9.1% or less.

- [National Standards for State Performance on Statewide Data Indicators](#): pages 3,4 and 6

**3. The county will ensure that 95% of all foster youth have face to face visit by the social worker each month.**

**NOTE:** This measure is a growth measure. Performance over prior years will be compiled and shared with counties. For Fiscal Year 2019-2020 MOU, the Department will not initiate any corrective action for a county's performance related to this MOU performance measure.

**RATIONALE**

The intent of this measure is to ensure the ongoing safety of children and the engagement and well-being of families. Caseworkers meet with children and families to monitor children's safety and well-being; assess the ongoing service needs of children, families and foster parents; engage biological and foster parents in developing case plans; assess permanency options for the child; monitor family progress toward established goals; and ensure that children and parents are receiving necessary services.

**BASIS**

The [Child and Family Services Improvement Act of 2006](#) amended Part B of Title IV of the Social Security Act to require that, "at a minimum ... children are visited on a monthly basis and that the caseworker visits are well-planned and focused on issues pertinent to case planning and service delivery to ensure the safety, permanency, and well-being of the children."

- [Child and Family Services Improvement Act of 2006 Section 7 - Monthly Caseworker Standard](#); revises Section 422(b) of the Social Security Act (42 U.S.C. 622(b))

**4. The county will provide leadership for ensuring that 40.5% of children who enter foster care in a 12-month period are discharged to permanency within 12 months of entering foster care.**

**NOTE:** This measure is a growth measure. Performance over prior years will be compiled and shared with counties. For Fiscal Year 2019-2020 MOU, the Department will not initiate any corrective action for a county's performance related to this MOU performance measure.

**RATIONALE**

The intent of this measure is to ensure that children in out-of-home placements are able to obtain safe and permanent homes as soon as possible after removal from their homes. Permanency includes discharges from foster care to reunification with a child's parents or primary caregivers, living with a relative, guardianship, or adoption.

**BASIS**

This performance measure is one of the National Standards for State Performance on Statewide Data Indicators that the Children's Bureau uses to determine state's conformity with Titles IV-B and IV-E of the Social Security Act through the Child and Family Services Reviews (CFSRs). The National Standard is that at least 40.5% of all children who enter foster care in a 12-month period are discharged to permanency within 12 months of entering foster care.

- [National Standards for State Performance on Statewide Data Indicators](#): pages 4 and 6

- 5. The county will provide leadership for ensuring that of children who enter foster care in a 12-month period who were discharged within 12 months to reunification, kinship care, guardianship, or adoption, no more than 8.3% re-enter foster care within 12 months of their discharge.**

**NOTE:** This measure is a growth measure. Performance over prior years will be compiled and shared with counties. For Fiscal Year 2019-2020 MOU, the Department will not initiate any corrective action for a county's performance related to this MOU performance measure.

### RATIONALE

The intent of this measure is to ensure that children exiting foster care either through reunification, guardianship, or adoption are in stable homes so that they do not re-enter foster care. The measure assesses whether the agency's programs and practice are effective in supporting reunification and other permanency goals so that children do not return to foster care.

### BASIS

This performance measure is one of the National Standards for State Performance on Statewide Data Indicators that the Children's Bureau uses to determine state's conformity with titles IV-B and IV-E of the Social Security Act through the Child and Family Services Reviews (CFSRs). The National Standard is that no more than 8.3% of all children who enter into and are discharged from foster care within a 12-month period re-enter foster care within 12 months of their discharge.

- [National Standards for State Performance on Statewide Data Indicators](#): pages 5 and 6

- 6. The county will provide leadership for ensuring that of all children who enter foster care in a 12-month period in the county, the rate of placement moves per 1,000 days of foster care will not exceed 4.1%.**

**NOTE:** This measure is a growth measure. Performance over prior years will be compiled and shared with counties. For Fiscal Year 2019-2020 MOU, the Department will not initiate any corrective action for a county's performance related to this MOU performance measure.

### RATIONALE

Research shows that children who experience fewer placement changes are more likely to experience fewer school changes, less trauma and distress, and less mental health and behavioral problems. Research also suggests that fewer placements therefore contribute to better academic achievement and lasting positive relationships with an adult. This measure assesses whether the agency ensures that children whom the agency removes from their homes experience stability while they are in foster care.

### BASIS

This performance measure is one of the National Standards for State Performance on Statewide Data Indicators that the Children's Bureau uses to determine state's conformity with Titles IV-B and IV-E of the Social Security Act through the Child and Family Services Reviews (CFSRs). The National Standard is that of all children who enter foster care in a 12-month period, the average rate of placement moves per 1,000 days of foster care does not exceed 4.1%.

- [National Standards for State Performance on Statewide Data Indicators](#): pages 5 and 6





# 2019-20 NCDHHS/COUNTY MEMORANDUM OF AGREEMENT ENERGY PROGRAMS PERFORMANCE MEASURES FACT SHEET

Adult Services

Child Care Assistance Services

Child Support Services

Child Welfare Services

Energy Programs

Food and Nutrition Services

Work First Services

## WHAT ARE THE PERFORMANCE MEASURES?

In 2017, the North Carolina General Assembly passed the Family/Child Accountability and Protection Act/Rylan's Law - [Session Law 2017-41](#). The law requires all counties to enter into an annual agreement with the NC Department of Health and Human Services (NCDHHS) for all social services programs excluding medical assistance (NC Medicaid). The goal of the annual agreements is to support the provision of consistent, quality child welfare and social services that ensure the safety, health and well-being of children, adults and families served across North Carolina.

The law requires the agreement to contain performance requirements and administrative responsibilities. This fact sheet is one of seven fact sheets describing the 26 performance measures in the 2019-20 Memorandum of Agreement. The seven fact sheets address: 1) Adult Services, 2) Child Care Assistance Services, 3) Child Support Services, 4) Child Welfare Services, 5) Energy Programs, 6) Food and Nutrition Services, and 7) Work First Services.

## Why Were These Energy Programs Measures Selected?

The NCDHHS-County Memorandum of Agreement includes two Energy Performance measures. Energy programs help low-income families, seniors and adults with heating and cooling to protect their health and well-being. These energy programs provide financial assistance so that vulnerable populations in our communities do not have to make difficult choices between heating and cooling their homes or affording other basic necessities such as food, medicine or shelter. Together the two measures address the federal requirements to assist households with the lowest incomes that pay a high proportion of household energy bills.

### BASIS

The Federal LIHEAP Statute and Regulations and subsequent amendments provide the foundational guidance for government's role in the administration of the Energy program. The LIHEAP statute was amended in 2005 by Subtitle B of the Energy Policy Act of 2005 (Public Law 109-58) which reauthorized LIHEAP through FY 2007. The LIHEAP statute is codified in the United States Code at: [42 U.S.C. § 8621-8630 \(2008\)](#).

The US HHS regulations for the LIHEAP block grant are found in [45 C.F.R. § 96. Subparts A-F, H](#) of the US HHS block grant regulations also pertain to LIHEAP. The Administration for Children and Families (ACF) conducts compliance reviews. States determined to be in noncompliance face penalties of repayment of misspent funds and/or withholding of federal funds.



## A Closer Look: Energy Programs Performance Measures

- 1. The County will process 95% of Crisis Intervention Program (CIP) applications within one (1) business day for applicants with no heat or cooling source.**

### RATIONALE

The intent of this measure to ensure that eligible individuals in a household without a heating or cooling source receive relief as soon as possible.

### BASIS

Federal Code requires that within one business day after a household applies for crisis benefits, the State will provide assistance that will resolve the energy crisis if a household is eligible to receive benefits and is in a life-threatening situation. North Carolina Administrative Code provides regulations on eligibility criteria.

- Federal Regulation: [42 U.S.C. § 8621-8630 \(2008\)](#).
- NC Administrative Code: [10A NCAC 71V](#)

- 2. The County will process 95% of Crisis Intervention Program (CIP) applications within two (2) business day for applicants with who have a heat or cooling source.**

### RATIONALE

The intent of this measure to ensure that eligible households who are in danger of losing a heating or cooling source receive financial assistance to avert the crisis.

### BASIS

Federal Code requires that within 48 hours after a household applies for crisis benefits, the State will provide some form of assistance that will resolve the energy crisis if such household is eligible to receive such benefits and is in a life-threatening situation. North Carolina Administrative Code provides regulations on eligibility criteria.

- Federal Regulation: [42 U.S.C. § 8621-8630 \(2008\)](#).
- NC Administrative Code: [10A NCAC 71V](#)





# 2019-20 NCDHHS/COUNTY MEMORANDUM OF AGREEMENT FOOD AND NUTRITION SERVICES PERFORMANCE MEASURES FACT SHEET

Adult  
Services

Child Care  
Assistance Services

Child Support  
Services

Child Welfare  
Services

Energy  
Programs

Food and  
Nutrition Services

Work First  
Services

## WHAT ARE THE PERFORMANCE MEASURES?

In 2017, the North Carolina General Assembly passed the Family/Child Accountability and Protection Act/Rylan's Law - [Session Law 2017-41](#). The law requires all counties to enter into an annual agreement with the NC Department of Health and Human Services (NCDHHS) for all social services programs excluding medical assistance (NC Medicaid). The goal of the annual agreements is to support the provision of consistent, quality child welfare and social services that ensure the safety, health and well-being of children, adults and families served across North Carolina.

The law requires the agreement to contain performance requirements and administrative responsibilities. This fact sheet is one of seven fact sheets describing the 26 performance measures in the 2019-20 Memorandum of Agreement. The seven fact sheets address: 1) Adult Services, 2) Child Care Assistance Services, 3) Child Support Services, 4) Child Welfare Services, 5) Energy Programs, 6) Food and Nutrition Services, and 7) Work First Services.

## Why Were These Food and Nutrition Services Measures Selected?

The NCDHHS-County Memorandum of Agreement includes three Food and Nutrition Services (FNS) performance measures. Research shows that FNS Supplemental Nutrition Assistance Program (SNAP) benefits reduce poverty and food insecurity, and that this leads to improved health and economic outcomes over the long-term, especially for those who receive SNAP as children.

### BASIS

The [Food and Nutrition Act of 2008](#) (As amended Through P.L.113-79, Effective Feb. 7, 2014) provides the foundational guidance for administration of the FNS program.

### FEDERAL COMPLIANCE AND STATE INSTRUMENTS

The USDA is mandated by federal regulations to monitor program administration and operation of Food and Nutrition Services program. Monitoring of the state's compliance is completed through the Management Evaluation process. The Management Evaluation address and assess State agency achievement of program objectives and FNS' strategic performance objectives and priorities.

## A Closer Look: Food and Nutrition Services Performance Measures

### 1. The County will process 95% of regular FNS applications within the required timeframes.

#### RATIONALE

The intent of this measure to ensure all regular FNS applications are processed within the required timeframe. A food-secure household means that all members of the household receiving FNS benefits have access to healthy and nutritious food to support the health and well-being of the family including children, the elderly and disabled.

#### BASIS

The State is required to ensure benefits are available to the household no later than thirty (30) calendar days following the date of application. To ensure households are provided with benefits in a timely manner, FNS applications and reapplications must be approved no later than the twenty-fifth (25th) calendar day from the date of the application for regular FNS application and no later than four (4) calendar days for households identified as expedited.

- Federal Regulation: [7 CFR 274.2](#)
- Federal Regulation: [FNS 315 Application Time Frames](#)
- Federal Regulation: [FNS 320 Expedited Service](#)
- Federal Program Policy: [FNS Administrative Letter 1-2015](#)

### 2. The County will ensure that 95% of FNS recertifications are processed within the required timeframes each month.

#### RATIONALE

The intent of this measure is to ensure that families that were previously determined eligible have their recertification for benefits processed in a timely manner to ensure uninterrupted access to healthy and nutritious food to support the health and well-being of families that continue to be eligible for FNS benefits.

#### BASIS

In accordance with federal regulation, the State is required to ensure that households who received a notice of expiration and reapplied, receive either a notice of eligibility or a notice of denial no later than thirty (30) days from the last allotment received.

- Federal Regulation: [7 CFR 273.14 Recertification](#)

### 3. The County will ensure that 90% of program integrity claims are established within the required timeframe.

#### RATIONALE

Program integrity ensures that allegations of fraud are addressed promptly.

#### BASIS

The State must establish a claim within 180 days from the date of discovery. The date of discovery is the date the overpayment amount was determined. The state is required to ensure 90 percent of all claims are established or processed within the 180 days.

- Federal Regulation: [7 CFR 273.18](#)





# 2019-20 NCDHHS/COUNTY MEMORANDUM OF AGREEMENT WORK FIRST PERFORMANCE MEASURES FACT SHEET

Adult Services

Child Care Assistance Services

Child Support Services

Child Welfare Services

Energy Programs

Food and Nutrition Services

Work First Services

## WHAT ARE THE PERFORMANCE MEASURES?

In 2017, the North Carolina General Assembly passed the Family/Child Accountability and Protection Act/Rylan's Law - [Session Law 2017-41](#). The law requires all counties to enter into an annual agreement with the NC Department of Health and Human Services (NCDHHS) for all social services programs excluding medical assistance (NC Medicaid). The goal of the annual agreements is to support the provision of consistent, quality child welfare and social services that ensure the safety, health and well-being of children, adults and families served across North Carolina.

The law requires the agreement to contain performance requirements and administrative responsibilities. This fact sheet is one of seven fact sheets describing the 26 performance measures in the 2019-20 Memorandum of Agreement. The seven fact sheets address: 1) Adult Services, 2) Child Care Assistance Services, 3) Child Support Services, 4) Child Welfare Services, 5) Energy Programs, 6) Food and Nutrition Services, and 7) Work First Services.

## Why Were These Work First Measures Selected?

The NCDHHS-County Memorandum of Agreement includes four Work First performance measures. Together, the four measures assist families in reaching their goals of self-sufficiency and reduce the need for public assistance programs through job preparation and work activities. The work participation requirements govern the federal block grant funding and the provisions to provide timely assistance to eligible county residents.

### BASIS

[Title IV-A of the Social Security Act \(SSA\)](#) and [The Personal Responsibility and Work Opportunity Reconciliation Act \(PRWORA\)](#) provide the foundational guidance for the government's accountability in assisting needy families with children. Title IV-A addresses the required submission of a State Plan in which the State program defines timelines for the determination of assistance. PRWORA and the subsequent reauthorization, [Deficit Reduction Act of 2005](#) requires states to ensure participants subject to work participation requirements meet specific work participation measures.

### FEDERAL COMPLIANCE INSTRUMENT

The Administration for Children and Families (ACF) assesses states for compliance with the federal requirements through the TANF Work Participation Rates, All Family and Two-Parent. Federal regulation defines compliance to mean that 50% of all families and 90% of all two-parent families receiving cash assistance and subject to the work requirements meet the required number of work participation hours. States are required to monitor and document the required work participation hours and submit the data to ACF. [Title IV-A of the SSA](#) requires that eligibility determination must be provided in a reasonable and prompt manner (timely). The [North Carolina TANF State Plan](#) defines reasonable and prompt manner or timeliness for applications as 45 calendar days from the application date. The timeliness for the recertification for a cash assistance is no later than the last day of the current certification period.

The TANF Data Report (ACF-199) is the federal tool used to evaluate state compliance. ACF uses this report to calculate the work participation rates for North Carolina. The state is required to collect relevant data monthly and report it to ACF.

When ACF determines a state to not to have achieved substantial conformity in all the areas assessed, the state must develop and implement a Program Improvement Plan that addresses the areas of nonconformity. Penalties for failing to comply with requirements may include withholding of funds by the federal government that are allocated to counties by North Carolina to cover administrative costs for Work First Program services.

## A Closer Look: Work First Services Performance Measures

### 1. The County will ensure that 50% of all work-eligible individuals complete the required number of hours of federally countable work activities.

**NOTE:** This measure is a growth measure. Performance over prior years will be compiled and shared with counties. For Fiscal Year 2019-2020 MOU, the Department will not initiate any corrective action for a county's performance related to this MOU performance measure.

#### RATIONALE

The intent of this measure is to ensure all work-eligible individuals are engaged in federally countable work activities. This measure promotes job preparation and work. Through this program families develop work experience which will enable them to find full-time sustainable employment, exit public assistance programs, and become self-sufficient.

#### BASIS

This performance measure is one of the Work Participation indicators designed to measure the state's conformity to TANF federal regulation. NC General Statute and NCDHHS TANF State Plan further define the expectations for this program.

- NC General Statute: [NC GS 108A-27.2\(10\)](#)
- NC General Statute: [NC GS 108A-27.6\(1\)](#)
- NC General Statute: [NC GS 108A-27.13\(a\)](#)
- NC General Statute: [NC GS 108A-27.14\(a\)](#)
- NC General Statute: [NC GS 108A-27.14\(b\)](#)
- State Plan: [TANF State Plan FFY 2016 - 2019](#)

### 2. The County will ensure that 90% of two-parent families with work-eligible individuals have completed the required number of hours of federally countable work activities.

**NOTE:** This measure is a growth measure. Performance over prior years will be compiled and shared with counties. For Fiscal Year 2019-2020 MOU, the Department will not initiate any corrective action for a county's performance related to this MOU performance measure.

#### RATIONALE

The intent of this measure is to ensure all work-eligible two-parent families are engaged in federally countable work activities for the required number of participation hours. This measure promotes job preparation and work. Through this program families develop work experience which will enable them to find full-time sustainable employment, exit public assistance programs, and become self-sufficient.

#### BASIS

This performance measure is one of the Work Participation indicators designed to measure the state's conformity to TANF federal regulation. NC General Statute and NCDHHS TANF State Plan further define the expectations for this program.

- NC General Statute: [NC GS 108A-27.2\(10\)](#)
- NC General Statute: [NC GS 108A-27.6\(1\)](#)
- NC General Statute: [NC GS 108A-27.13\(a\)](#)
- NC General Statute: [NC GS 108A-27.14\(a\)](#)
- NC General Statute: [NC GS 108A-27.14\(b\)](#)
- State Plan: [TANF State Plan FFY 2016 - 2019](#)

### 3. The County will process 90% of Work First applications within 45 days of receipt.

#### RATIONALE

The intent of this measure is to ensure that families receive the Work First benefits for which they are eligible in a timely manner. Families that participate in the Work First Program rely on this service for cash assistance, job placement, training and education. Timely processing of applications ensures that applicants can access these services quickly and begin to receive services that lead to self-sufficiency.

#### BASIS

This performance measure determines the state's conformity with Title IV-A of the Social Security Act to provide eligibility determination in a reasonable and prompt manner. NC General Statute and the NC State Plan provides the basis for program policy.

- North Carolina General Statute: [NC GS 108A-31](#)
- State Plan: [TANF State Plan FFY 2016 - 2019](#)

### 4. The County will process 90% of Work First recertifications no later than the last day of the current certification period.

#### RATIONALE

The intent of this measure is to ensure that families who were previously determined eligible for the Work First program continue to receive assistance and benefits without an unnecessary interruption in their benefits and case work services.

#### BASIS

This performance measure determines the state's conformity with Title IV-A of the Social Security Act to provide eligibility determination in a reasonable and prompt manner. NC General Statute and the NC State Plan provides the basis for program policy.

- North Carolina General Statute: [NC GS 108A-31](#)
- State Plan: [TANF State Plan FFY 2016 - 2019](#)



## NCDHHS/COUNTY MEMORANDUM OF AGREEMENT COUNTY PERFORMANCE MEASURE DATA METHODOLOGY

MEASURE TYPE	NO.	MEASURE DESCRIPTION	DENOMINATOR DESCRIPTION	NUMERATOR DESCRIPTION	REPORTING PERIODS	PAGE #s
<b>CHILD SUPPORT SERVICES</b>						
<b>GROWTH</b>	<b>CS 1</b>	The county will achieve its given annual percentage of paternities established for children born out of wedlock.	Number of children in the caseload as of the end of the preceding fiscal year who were born out-of-wedlock	Number of children in the caseload in the fiscal year who were born out-of-wedlock with paternity established or acknowledged	Reports are generated in the month after the last day of the month. EXAMPLE: Data for the month of January is as of January 31, 2018; Report is generated in February.	3-5
<b>GROWTH</b>	<b>CS 2</b>	The county will achieve its given annual percentage of child support cases that are under an order.	Number of IV-D Cases	Number of IV-D Cases with support orders	Reports are generated in the month after the last day of the month. EXAMPLE: Data for the month of January is as of January 31, 2018; Report is generated in February.	3-5
<b>GROWTH</b>	<b>CS 3</b>	The county will achieve its given annual percentage of current child support paid.	Amount Owed for Current Support IV-D Cases	Amount Collected for current support in IV-D Cases	Reports are generated in the month after the last day of the month. EXAMPLE: Data for the month of January is as of January 31, 2018; Report is generated in February.	3-5
<b>GROWTH</b>	<b>CS 4</b>	The county will achieve its given annual percentage of cases that received a payment towards arrears.	Number of IV-D Cases with Arrears Due	Number of IV-D Cases Paying Toward Arrears	Reports are generated in the month after the last day of the month. EXAMPLE: Data for the month of January is as of January 31, 2018; Report is generated in February.	3-5
<b>GROWTH</b>	<b>CS 5</b>	The county will meet its annual goal of total child support collections.	Counties' goal for total collections as determined by the Child Support Services State office	Amount collected as reported using the XPTR report, IV-D Collections Report	Reports are generated in the month after the last day of the month. EXAMPLE: Data for the month of January is as of January 31, 2018; Report is generated in February.	3-5
<b>ENERGY PROGRAMS</b>						
<b>FIXED</b>	<b>EP 1</b>	The County will process 95% of Crisis Intervention Program (CIP) applications within one (1) business day for applicants with no heat or cooling source.	Total number of applications processed during the month	Total number of timely applications processed within one (1) business day for applicants with no heat or cooling source (accounting for weekend and holidays)	Reports are generated in the month following the actual report month. EXAMPLE: Data for the month of January represents January 1 – January 31; Report is generated in February.	6
<b>FIXED</b>	<b>EP 2</b>	The County will process 95% of Crisis Intervention Program (CIP) applications within two (2) business days of the application date for applicants who have a heat or cooling source.	Total number of applications processed during the month	Total number of timely applications processed within two (2) business days of the application date for applicants who have a heat or cooling source (accounting for weekend and holidays)	Reports are generated in the month following the actual report month. EXAMPLE: Data for the month of January represents January 1 – January 31; Report is generated in February.	6

**NCDHHS/COUNTY MEMORANDUM OF AGREEMENT COUNTY PERFORMANCE MEASURE DATA METHODOLOGY**

<b>FOOD AND NUTRITION SERVICES</b>						
<b>FIXED</b>	<b>FNS 1</b>	The County will process 95% of expedited FNS applications within 4 calendar days from the date of application.	Total number of expedited applications processed during the reporting period	Number of expedited applications processed timely	Reports are generated in the month following the actual report month. EXAMPLE: Data for the month of January represents January 1 – January 31; Report is generated in February.	7-8
<b>FIXED</b>	<b>FNS 2</b>	The County will process 95% of regular FNS applications within 25 days from the date of application.	Number of regular applications processed during the reporting period	Number of regular applications processed timely	Reports are generated in the month following the actual report month. EXAMPLE: Data for the month of January represents January 1 – January 31; Report is generated in February.	7-8
<b>FIXED</b>	<b>FNS 3</b>	The County will ensure that 95% of FNS recertifications are processed on time, each month.	Total number of recertifications processed during the reporting period	Total number of recertifications processed timely	Reports are generated in the month following the actual report month. EXAMPLE: Data for the month of January represents January 1 – January 31; Report is generated in February.	7-8
<b>FIXED</b>	<b>FNS 4</b>	The County will ensure that 90% of Program Integrity claims are established within 180 days of the date of discovery.	Total number of claims established during the reporting period	Total number of claims established less than or equal to 180 days	Reports are generated in the month following the actual report month. EXAMPLE: Data for the month of January represents January 1 – January 31; Report is generated in February.	7-8
<b>WORK FIRST SERVICES</b>						
<b>FIXED</b>	<b>WF 3</b>	The County will process 95% Work First applications within 45 days of receipt.	Total number of applications due in the reporting period	Total number of applications processed timely (accounting for weekend and holidays)	Reports are generated in the month following the actual report month. EXAMPLE: Data for the month of January represents January 1 – January 31; Report is generated in February.	9
<b>FIXED</b>	<b>WF 4</b>	The County will process 95% Work First recertifications no later than the last day of the current recertification period.	Total number of recertifications due in the reporting period	Number of recertifications processed by the due date (last day of the current period)	Reports are generated in the month following the actual report month. EXAMPLE: Data for the month of January represents January 1 – January 31; Report is generated in February.	9



## NCDHHS/COUNTY MEMORANDUM OF AGREEMENT COUNTY PERFORMANCE MEASURE DATA SETS

CHILD SUPPORT SERVICES  
CALENDAR YEAR 2018

**CS 1:** The county will achieve its given annual percentage of paternities established for children born out of wedlock.

WATAUGA COUNTY	YOUR GOAL	IS THE GOAL ON TRACK?	STATE AVG (%)	COUNTY %	COUNTY DENOMINATOR	COUNTY NUMERATOR
JANUARY 2018	100.00%	YES	97.04%	98.22%	393	386
FEBRUARY 2018	100.00%	YES	98.16%	100.25%	393	394
MARCH 2018	100.00%	YES	99.41%	102.54%	393	403
APRIL 2018	100.00%	YES	100.63%	107.38%	393	422
MAY 2018	100.00%	YES	101.83%	108.91%	393	428
JUNE 2018	100.00%	YES	102.85%	109.67%	393	431
JULY 2018	100.00%	YES	89.22%	96.16%	391	376
AUGUST 2018	100.00%	YES	90.58%	98.21%	391	384
SEPTEMBER 2018	100.00%	YES	91.68%	99.23%	391	388
OCTOBER 2018	100.00%	YES	92.97%	104.60%	391	409
NOVEMBER 2018	100.00%	YES	93.99%	104.60%	391	409
DECEMBER 2018	100.00%	YES	94.96%	104.86%	391	410

**CS 2:** The county will achieve its given annual percentage of child support cases that are under an order.

WATAUGA COUNTY	YOUR GOAL	IS THE GOAL ON TRACK?	STATE AVG (%)	COUNTY %	COUNTY DENOMINATOR	COUNTY NUMERATOR
JANUARY 2018	90.00%	YES	88.18%	91.34%	670	612
FEBRUARY 2018	90.00%	YES	87.91%	89.52%	687	615
MARCH 2018	90.00%	NO	87.77%	87.27%	699	610
APRIL 2018	90.00%	NO	87.88%	88.95%	688	612
MAY 2018	90.00%	YES	87.89%	89.53%	678	607
JUNE 2018	90.00%	YES	88.23%	91.99%	662	609
JULY 2018	90.00%	NO	85.73%	89.52%	687	615
AUGUST 2018	90.00%	NO	85.32%	89.13%	690	615
SEPTEMBER 2018	90.00%	NO	85.26%	89.13%	690	615
OCTOBER 2018	90.00%	NO	84.96%	87.57%	708	620
NOVEMBER 2018	90.00%	NO	84.89%	87.85%	716	629
DECEMBER 2018	90.00%	NO	85.27%	88.18%	719	634

## NCDHHS/COUNTY MEMORANDUM OF AGREEMENT COUNTY PERFORMANCE MEASURE DATA SETS

**CS 3: The county will achieve its given annual percentage of current child support paid.**

WATAUGA COUNTY	YOUR GOAL	IS THE GOAL ON TRACK?	STATE AVG (%)	COUNTY %	COUNTY DENOMINATOR	COUNTY NUMERATOR
JANUARY 2018	70.00%	YES	67.61%	74.87%	\$1,046,651	\$783,636
FEBRUARY 2018	70.00%	YES	67.48%	75.17%	\$1,196,548	\$899,427
MARCH 2018	70.00%	YES	67.63%	75.05%	\$1,345,663	\$1,009,986
APRIL 2018	70.00%	YES	67.66%	74.94%	\$1,502,588	\$1,126,039
MAY 2018	70.00%	YES	67.82%	75.01%	\$1,656,102	\$1,242,180
JUNE 2018	70.00%	YES	67.85%	75.06%	\$1,809,985	\$1,358,521
JULY 2018	70.00%	YES	68.69%	74.40%	\$152,061	\$113,137
AUGUST 2018	70.00%	YES	68.76%	74.97%	\$304,001	\$227,914
SEPTEMBER 2018	70.00%	YES	67.83%	74.21%	\$455,601	\$338,091
OCTOBER 2018	70.00%	YES	68.23%	74.77%	\$609,709	\$455,879
NOVEMBER 2018	70.00%	YES	68.17%	73.99%	\$769,305	\$569,185
DECEMBER 2018	70.00%	YES	68.06%	73.63%	\$930,197	\$684,869

**CS 4: The county will achieve its given annual percentage of cases that received a payment towards arrears.**

WATAUGA COUNTY	YOUR GOAL	IS THE GOAL ON TRACK?	STATE AVG (%)	COUNTY %	COUNTY DENOMINATOR	COUNTY NUMERATOR
JANUARY 2018	66.63%	YES	59.63%	63.73%	557	355
FEBRUARY 2018	66.63%	YES	60.83%	63.91%	568	363
MARCH 2018	66.63%	YES	63.55%	65.79%	570	375
APRIL 2018	66.63%	YES	64.82%	64.92%	593	385
MAY 2018	66.63%	YES	66.42%	66.06%	604	399
JUNE 2018	66.63%	YES	67.30%	66.83%	621	415
JULY 2018	67.33%	YES	31.95%	35.21%	463	163
AUGUST 2018	67.33%	YES	42.92%	47.03%	472	222
SEPTEMBER 2018	67.33%	YES	46.23%	51.83%	492	255
OCTOBER 2018	67.33%	YES	51.99%	56.76%	518	294
NOVEMBER 2018	67.33%	NO	55.52%	58.74%	538	316
DECEMBER 2018	67.33%	NO	57.51%	60.73%	550	334

## NCDHHS/COUNTY MEMORANDUM OF AGREEMENT COUNTY PERFORMANCE MEASURE DATA SETS

CS 5: The county will meet its annual goal of total child support collections.						
WATAUGA COUNTY	YOUR GOAL	IS THE GOAL ON TRACK?	STATE AVG (%)	COUNTY %	COUNTY DENOMINATOR	COUNTY NUMERATOR
JANUARY 2018	\$1,678,784	NO	55.25%	57.32%	\$1,678,784	\$962,247
FEBRUARY 2018	\$1,678,784	NO	62.90%	66.02%	\$1,678,784	\$1,108,410
MARCH 2018	\$1,678,784	YES	72.76%	75.56%	\$1,678,784	\$1,268,516
APRIL 2018	\$1,678,784	YES	81.30%	85.31%	\$1,678,784	\$1,432,119
MAY 2018	\$1,678,784	YES	90.38%	94.10%	\$1,678,784	\$1,579,691
JUNE 2018	\$1,678,784	YES	98.69%	104.81%	\$1,678,784	\$1,759,527
JULY 2018	\$1,759,527	NO	8.17%	8.26%	\$1,759,527	\$145,399
AUGUST 2018	\$1,759,527	NO	16.27%	16.34%	\$1,759,527	\$287,463
SEPTEMBER 2018	\$1,759,527	NO	23.86%	24.45%	\$1,759,527	\$430,156
OCTOBER 2018	\$1,759,527	NO	32.20%	33.27%	\$1,759,527	\$585,329
NOVEMBER 2018	\$1,759,527	YES	40.19%	42.17%	\$1,759,527	\$742,055
DECEMBER 2018	\$1,759,527	YES	47.93%	50.33%	\$1,759,527	\$885,569

## NCDHHS/COUNTY MEMORANDUM OF AGREEMENT COUNTY PERFORMANCE MEASURE DATA SETS

ENERGY PROGRAMS  
CALENDAR YEAR 2018

**EP 1: The County will process 95% of Crisis Intervention Program (CIP) applications within one (1) business day for applicants with no heat or cooling source.**

WATAUGA COUNTY	YOUR GOAL	WAS THE GOAL MET?	STATE AVG (%)	COUNTY %	COUNTY DENOMINATOR	COUNTY NUMERATOR
JANUARY 2018	95%	N/A	91%	N/A	N/A	N/A
FEBRUARY 2018	95%	N/A	90%	N/A	N/A	N/A
MARCH 2018	95%	N/A	93%	N/A	N/A	N/A
APRIL 2018	95%	N/A	92%	N/A	N/A	N/A
MAY 2018	95%	N/A	87%	N/A	N/A	N/A
JUNE 2018	95%	N/A	87%	N/A	N/A	N/A
JULY 2018	95%	N/A	89%	N/A	N/A	N/A
AUGUST 2018	95%	N/A	93%	N/A	N/A	N/A
SEPTEMBER 2018	95%	N/A	91%	N/A	N/A	N/A
OCTOBER 2018	95%	N/A	92%	N/A	N/A	N/A
NOVEMBER 2018	95%	Yes	94%	99%	110	109
DECEMBER 2018	95%	Yes	93%	100%	9	9

**EP 2: The County will process 95% of Crisis Intervention Program (CIP) applications within two (2) business days of the application date for applicants who have a heat or cooling source.**

WATAUGA COUNTY	YOUR GOAL	WAS THE GOAL MET?	STATE AVG (%)	COUNTY %	COUNTY DENOMINATOR	COUNTY NUMERATOR
JANUARY 2018	95%	Yes	95%	100%	1	1
FEBRUARY 2018	95%	N/A	95%	N/A	N/A	N/A
MARCH 2018	95%	N/A	95%	N/A	N/A	N/A
APRIL 2018	95%	N/A	96%	N/A	N/A	N/A
MAY 2018	95%	N/A	97%	N/A	N/A	N/A
JUNE 2018	95%	N/A	96%	N/A	N/A	N/A
JULY 2018	95%	Yes	97%	100%	7	7
AUGUST 2018	95%	Yes	97%	100%	5	5
SEPTEMBER 2018	95%	Yes	98%	100%	3	3
OCTOBER 2018	95%	Yes	98%	100%	8	8
NOVEMBER 2018	95%	Yes	97%	100%	344	344
DECEMBER 2018	95%	Yes	97%	100%	55	55

## NCDHHS/COUNTY MEMORANDUM OF AGREEMENT COUNTY PERFORMANCE MEASURE DATA SETS

FOOD AND NUTRITION SERVICES  
CALENDAR YEAR 2018**FNS 1:** The County will process 95% of expedited FNS applications within 4 calendar days from the date of application.

WATAUGA COUNTY	YOUR GOAL	WAS THE GOAL MET?	STATE AVG (%)	COUNTY %	COUNTY DENOMINATOR	COUNTY NUMERATOR
JANUARY 2018	95%	Yes	97%	100%	22	22
FEBRUARY 2018	95%	Yes	97%	100%	16	16
MARCH 2018	95%	Yes	98%	95%	22	21
APRIL 2018	95%	Yes	98%	97%	29	28
MAY 2018	95%	Yes	97%	100%	18	18
JUNE 2018	95%	No	97%	94%	16	15
JULY 2018	95%	Yes	97%	100%	30	30
AUGUST 2018	95%	Yes	98%	100%	22	22
SEPTEMBER 2018	95%	No	97%	85%	20	17
OCTOBER 2018	95%	Yes	96%	100%	18	18
NOVEMBER 2018	95%	No	97%	87%	15	13
DECEMBER 2018	95%	No	97%	94%	16	15

**FNS 2:** The County will process 95% of regular FNS applications within 25 days from the date of application

WATAUGA COUNTY	YOUR GOAL	WAS THE GOAL MET?	STATE AVG (%)	COUNTY %	COUNTY DENOMINATOR	COUNTY NUMERATOR
JANUARY 2018	95%	Yes	97%	100%	60	60
FEBRUARY 2018	95%	Yes	98%	98%	50	49
MARCH 2018	95%	Yes	98%	96%	49	47
APRIL 2018	95%	Yes	98%	96%	55	53
MAY 2018	95%	Yes	98%	100%	33	33
JUNE 2018	95%	Yes	98%	98%	51	50
JULY 2018	95%	Yes	98%	100%	54	54
AUGUST 2018	95%	Yes	98%	100%	44	44
SEPTEMBER 2018	95%	Yes	96%	95%	39	37
OCTOBER 2018	95%	Yes	96%	97%	58	56
NOVEMBER 2018	95%	Yes	97%	98%	64	63
DECEMBER 2018	95%	No	97%	90%	50	45

## NCDHHS/COUNTY MEMORANDUM OF AGREEMENT COUNTY PERFORMANCE MEASURE DATA SETS

**FNS 3:** The County will ensure that 95% of FNS recertifications are processed on time, each month.

WATAUGA COUNTY	YOUR GOAL	WAS THE GOAL MET?	STATE AVG (%)	COUNTY %	COUNTY DENOMINATOR	COUNTY NUMERATOR
JANUARY 2018	95%	Yes	95%	100%	137	137
FEBRUARY 2018	95%	Yes	98%	100%	142	142
MARCH 2018	95%	Yes	98%	98%	105	103
APRIL 2018	95%	Yes	98%	100%	131	131
MAY 2018	95%	Yes	98%	99%	91	90
JUNE 2018	95%	Yes	98%	99%	107	106
JULY 2018	95%	Yes	98%	100%	120	120
AUGUST 2018	95%	Yes	98%	100%	116	116
SEPTEMBER 2018	95%	Yes	96%	99%	111	110
OCTOBER 2018	95%	Yes	88%	99%	128	127
NOVEMBER 2018	95%	Yes	97%	98%	94	92
DECEMBER 2018	95%	Yes	97%	100%	97	97

**FNS 4:** The County will ensure that 90% of Program Integrity claims are established within 180 days of the date of discovery.

WATAUGA COUNTY	YOUR GOAL	WAS THE GOAL MET?	STATE AVG (%)	COUNTY %	COUNTY DENOMINATOR	COUNTY NUMERATOR
JANUARY 2018	90%	Yes	92%	100%	1	1
FEBRUARY 2018	90%	N/A	95%	N/A	N/A	N/A
MARCH 2018	90%	N/A	94%	N/A	N/A	N/A
APRIL 2018	90%	N/A	97%	N/A	N/A	N/A
MAY 2018	90%	N/A	95%	N/A	N/A	N/A
JUNE 2018	90%	N/A	96%	N/A	N/A	N/A
JULY 2018	90%	N/A	97%	N/A	N/A	N/A
AUGUST 2018	90%	N/A	98%	N/A	N/A	N/A
SEPTEMBER 2018	90%	N/A	97%	N/A	N/A	N/A
OCTOBER 2018	90%	N/A	97%	N/A	N/A	N/A
NOVEMBER 2018	90%	N/A	96%	N/A	N/A	N/A
DECEMBER 2018	90%	N/A	95%	N/A	N/A	N/A

## NCDHHS/COUNTY MEMORANDUM OF AGREEMENT COUNTY PERFORMANCE MEASURE DATA SETS

WORK FIRST SERVICES  
CALENDAR YEAR 2018**WF 3:** The County will process 95% Work First applications within 45 days of receipt.

WATAUGA COUNTY	YOUR GOAL	WAS THE GOAL MET?	STATE AVG (%)	COUNTY %	COUNTY DENOMINATOR	COUNTY NUMERATOR
JANUARY 2018	95%	Yes	98%	100%	1	1
FEBRUARY 2018	95%	N/A	98%	N/A	N/A	N/A
MARCH 2018	95%	Yes	99%	100%	1	1
APRIL 2018	95%	N/A	99%	N/A	N/A	N/A
MAY 2018	95%	Yes	99%	100%	2	2
JUNE 2018	95%	N/A	98%	N/A	N/A	N/A
JULY 2018	95%	Yes	99%	100%	1	1
AUGUST 2018	95%	N/A	98%	N/A	N/A	N/A
SEPTEMBER 2018	95%	N/A	98%	N/A	N/A	N/A
OCTOBER 2018	95%	Yes	96%	100%	2	2
NOVEMBER 2018	95%	Yes	99%	100%	1	1
DECEMBER 2018	95%	Yes	98%	100%	1	1

**WF 4:** The County will process 95% Work First recertifications no later than the last day of the current recertification period.

WATAUGA COUNTY	YOUR GOAL	WAS THE GOAL MET?	STATE AVG (%)	COUNTY %	COUNTY DENOMINATOR	COUNTY NUMERATOR
JANUARY 2018	95%	N/A	98%	N/A	N/A	N/A
FEBRUARY 2018	95%	N/A	96%	N/A	N/A	N/A
MARCH 2018	95%	Yes	96%	100%	1	1
APRIL 2018	95%	N/A	99%	N/A	N/A	N/A
MAY 2018	95%	Yes	94%	100%	2	2
JUNE 2018	95%	Yes	97%	100%	2	2
JULY 2018	95%	N/A	97%	N/A	N/A	N/A
AUGUST 2018	95%	N/A	96%	N/A	N/A	N/A
SEPTEMBER 2018	95%	N/A	96%	N/A	N/A	N/A
OCTOBER 2018	95%	N/A	97%	N/A	N/A	N/A
NOVEMBER 2018	95%	Yes	100%	100%	1	1
DECEMBER 2018	95%	N/A	100%	N/A	N/A	N/A

**MEMORANDUM OF UNDERSTANDING (FISCAL YEAR 2019-20) BETWEEN  
THE NORTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES  
AND  
WATAUGA COUNTY  
A Written Agreement Pursuant to N.C. Gen. Stat. § 108A-74, an Act of the North Carolina  
General Assembly**

This Memorandum of Understanding (“MOU”) is made by and between the North Carolina Department of Health and Human Services, (hereinafter referred to as the “Department”) and Watauga County a political subdivision of the State of North Carolina (hereinafter referred to as the “County”) to comply with the requirements of law, N.C. Gen. Stat. § 108A-74. The Department and the County may be referred to herein individually as a “Party” and collectively as the “Parties.”

**TERMS OF UNDERSTANDING**

In consideration of the mutual promises and agreements contained herein, as well as other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, the Parties agree to this MOU, effective July 1, 2019, in compliance with the mandates of law enacted by the North Carolina General Assembly and in recognition of possible amendments by the General Assembly, the Parties further agree to conform to changes made to the law, notwithstanding a contractual term previously agreed upon.

**1.0 Parties to the MOU**

The only Parties to this MOU are the North Carolina Department of Health and Human Services and Watauga County, a political subdivision of the State of North Carolina.

**1.1 Relationships of the Parties**

Nothing contained herein shall in any way alter or change the relationship of the parties as defined under the laws of North Carolina. It is expressly understood and agreed that the enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Department and the County. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Department and County that any such person or entity, other than the Department or the County, receiving services or benefits under this MOU shall be deemed an incidental beneficiary only.

**Subcontracting:** The County shall be responsible for the performance of all of its subcontractors. The County shall disclose the names of its subcontractors to the Department within thirty (30) days of the execution thereof. The County shall also provide additional information concerning its subcontractors as may be requested by the Department within thirty (30) days of the request. The County additionally agrees not to enter into any confidentiality agreement or provision with a subcontractor or other agent to provide services related to this MOU that would prevent or frustrate the disclosure of information to the Department. Subcontractors shall be defined under this MOU to mean any party the county enters into a contractual relationship with for the complete



administration of one or more social services programs covered by this MOU. Temporary employees hired by the County shall not be considered subcontractors under this MOU.

**Assignment:** No assignment of the County's obligations or the County's right to receive any funding made in any way concerning the matters covered by this MOU hereunder shall be permitted.

## 2.0 Terms of the MOU

The term of this MOU shall be for a period of one year beginning July 1, 2019 and ending June 30, 2020.

### 2.1 Default and Modification

**Default:** In the event the County fails to satisfy the mandated performance requirements as set forth in **Attachment I** or fails to otherwise comply with the terms of this MOU, the Department may withhold State and/or federal funding. Any such withholding shall be in compliance with, and as allowed by, state and/or federal law.

**Performance Improvement/Corrective Action:** Prior to the Department exercising its authority to withhold State and/or federal funding for a failure to satisfy the mandated performance requirements set forth in **Attachment I** or failure to comply with the terms of this MOU, the steps set forth in **Attachment II** will govern. For this MOU covering Fiscal Year 2019-2020, the Department will not initiate any actions set forth in **Attachment II** for a county's performance related to the performance requirements set forth in **Attachment III**. Nothing contained in this MOU shall supersede or limit the Secretary's authority to take any action otherwise set forth in N.C. Gen. Stat. § 108A-74.

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

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

**Modification:** The terms and conditions of this MOU may only be modified by written agreement of the Parties, signed by an authorized representative of the Parties.

### **3.0 MOU Documents**

The Recitals and the following attachments are incorporated herein by reference and are part of this MOU:

- (1) The portions hereof preceding the Terms of Understanding, including but not limited to the introductory paragraph and the Recitals, which are contractual as well as explanatory.
- (2) The Terms of Understanding
- (3) Attachment I – Mandated Performance Requirements:
  - a. I-A: Child Support
  - b. I-B: Energy
  - c. I-C: Work First
  - d. I-D: Food and Nutrition Services
- (4) Attachment II – Corrective Action
- (5) Attachment III – Performance Requirements:
  - a. III-A: Child Welfare – Child Protective Services
  - b. III-B: Foster Care
  - c. III-C: Work First
  - d. III-D: Adult Protective Services
  - e. III-E: Special Assistance
  - f. III-F: Child Care Subsidy

### **4.0 Entire MOU**

This MOU and any documents incorporated specifically by reference represent the entire agreement between the Parties and supersede all prior oral or written statements or agreements between the Parties.

### **5.0 Definitions**

While “County” is used as an abbreviation above, the following definitions, some of which are contained in N.C. Gen. Stat. § 108A-74(a), also apply to this MOU:

- (1) "County department of social services" also means the consolidated human services agency, whichever applies;
- (2) "County director of social services" also means the human services director, whichever applies; and
- (3) "County board of social services" also means the consolidated human services board, whichever applies.
- (4) "Child welfare services or program" means protective, foster care, and adoption services related to juveniles alleged to be abused, neglected, or dependent as required by Chapter 7B of the General Statutes.
- (5) "Social services programs" or "Social services programs other than medical assistance" means social services and public assistance programs established in Chapter

108A other than the medical assistance program (Part 6 of Article 2 of Chapter 108A). This includes, but is not limited to, child welfare programs, adult protective services, guardianship services for adults, and programs of public assistance established in Chapter 108A. It also includes the child support enforcement program, as established in Article 9 of Chapter 110 of the General Statutes, and the North Carolina Subsidized Child Care Program.

To the extent that any term used herein is defined by a statute or rule applicable to the subject matter of this MOU, the statutory or rule definition shall control. For all remaining terms, which are not defined by statute or rule, those terms shall have their ordinary meaning. Should any further definition be needed, the Parties agree that the meanings shall be those contained in the current version (as of the time the dispute or question arises) of Black's Law Dictionary, and if not defined therein, then of a published unabridged modern American English Language Dictionary published since the year 2000.

### **6.0 Audit Requirements**

The County shall furnish to the State Auditor, upon his/her request, all books, records, and other information that the State Auditor needs to fully account for the use and expenditure of state funds in accordance with N.C.G.S. § 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

### **7.0 Record Retention**

The County shall retain records at its own expense in accordance with applicable State and Federal laws, rules, and regulations. The County shall facilitate and monitor the compliance of its subcontractors with all applicable requirements of record retention and disposition.

In order to protect documents and public records that may be the subject of Department litigation, the Department shall notify the County of the need to place a litigation hold on those documents. The Department will also notify the County of the release of the litigation hold. If there is no litigation hold in place, the documents may be destroyed, disposed of, or otherwise purged through the biannual Records Retention and Disposition Memorandum from the Department's Controller's Office.

### **8.0 Liabilities and Legal Obligations**

Each party hereto agrees to be responsible for its own liabilities and that of its officers, employees, agents or representatives arising out of this MOU. Nothing contained herein is intended to alter or change the relationship of the parties as defined under the laws of the State of North Carolina.

### **9.0 Confidentiality**

Any medical records, personnel information or other items exempt from the NC Public Records Act or otherwise protected by law from disclosure given to the Department or to the County under this MOU shall be kept confidential and not divulged or made available to any individual or

organization except as otherwise provided by law. The Parties shall comply with all applicable confidentiality laws and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the administrative simplification rules codified at 45 Parts 160, 162, and 164, alcohol and drug abuse patient records laws codified at 42 U.S.C. §290dd-2 and 42 CFR Part 2, and the Health Information Technology for Economics and Clinical Health Act (HITECH Act) adopted as part of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5).

**10.0 Secretary’s Authority Undiminished**

Certain functions delegated to the County pursuant to this MOU are the duty and responsibility of the Department as the grantee of federal grant funds. The Parties understand and agree that nothing in this MOU shall be construed to diminish, lessen, limit, share, or divide the authority of the Secretary of the Department to perform any of the duties assigned to the Department or its Secretary by the North Carolina General Statutes, the terms and conditions of the federal funds and their applicable laws and regulations or other federal laws and regulations regarding any federal funding which is used by the Department to reimburse the County for any of its duties under this MOU.

**11.0 MOU does not Diminish Other Legal Obligations**

Notwithstanding anything to the contrary contained herein and to facilitate the mandated performance requirements of N.C. Gen. Stat. § 108A-74, the Parties acknowledge and agree that this MOU is not intended to supersede or limit, and shall not supersede or limit, the County’s obligations to comply with all applicable: 1) federal and state laws; 2) federal and state rules; and 3) policies, standards, and directions of the Department, as all such currently exist and may be amended, enacted, or established hereafter.

**12.0 Notice**

The persons named below shall be the persons to whom notices provided for in this MOU shall be given. Either Party may change the person to whom notice shall be given upon written notice to the other Party. Any notice required under this MOU will only be effective if actually delivered to the parties named below. Delivery by hand, by first class mail, or by email are authorized methods to send notices.

**For the Department of Health and Human Services, Division of Social Services**

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Susan Osborne, Assistant Secretary NC DHHS 2401 Mail Service Center Raleigh, NC 27699-2401	Susan Osborne NC DHHS Doretha Dix Campus, McBryde Building Phone: 919-527-6338 E-mail: <a href="mailto:Susan.Osborne@dhhs.nc.gov">Susan.Osborne@dhhs.nc.gov</a>

**For Watauga County**

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS

**13.0 Responsibilities of the Department**

The Department hereby agrees that its responsibilities under this MOU are as follows:

- (1) The Department shall develop performance requirements for each social services program based upon standardized metrics utilizing reliable data. The performance requirements are identified in Attachments I and II.
- (2) The Department shall provide supervision, program monitoring and technical assistance to the counties in the administration of social services programs.
- (3) The Department shall provide leadership and coordination for developing strategies that address system-level barriers to the effective delivery of social services programs, including but not limited to: the Administrative Office of Courts, the LME/MCO, Department of Public Instruction, and the Department of Public Safety.
- (4) The Department shall have the following administrative responsibilities:
  - a. Staff Training and Workforce Development:
    - i. Develop training requirements for county personnel and provide guidance for adequate staffing patterns related to the provision of social services programs. The Department will publish annually, a list of required and recommended trainings for county personnel directly involved in the administration of social services programs covered under this MOU.
    - ii. Develop training curricula and provide, timely, adequate access to statewide training opportunities for county personnel related to the provision of social services programs. Training opportunities may include in-person, self-guided, web-based and remotely facilitated programs.
    - iii. The Department will publish a training calendar, at least quarterly, notifying the counties of training opportunities.
    - iv. Provide timely written guidance related to new federal or state statutes or regulations. The Department will provide information in advance of the effective date of new policy to the extent possible, including interpretations and clarifications of existing policy.
    - v. Provide technical assistance and training in areas where quality control, monitoring or data indicates a lack of correct application of law, rule or policy.
  - b. Compliance Monitoring:
    - i. Monitor and evaluate county compliance with applicable federal and state laws, rules and policies.
    - ii. Provide feedback to counties with recommended changes when necessary.

- iii. Monitor that all financial resources related to the provision of social services programs covered by this MOU are utilized by the county in compliance with applicable federal and state laws.
- c. Data Submission:
  - i. Maintain and review data submitted by counties pursuant to the mandatory performance requirements.
  - ii. Provide counties with reliable data related to their performance requirements as well as accuracy and timeliness of programs in accordance with state and federal program guidelines. This includes but is not limited to processing applications and recertification, quality control standards, program statistics and fiscal information.
  - iii. The Department shall be responsible for the maintenance and functionality of its information systems utilized in the statewide administration of social services programs covered by this MOU.
- d. Communication:
  - i. Provide counties with clarification or explanation of law, rule or policy governing social services programs when necessary or as requested.
  - ii. Disseminate policy on social services programs and provide counties with timely information on any updates to policy.
  - iii. Provide timely information to counties on any changes to federal law or policy made known to the Department.
  - iv. Provide counties with a timely response to requests for technical assistance or guidance.
  - v. Maintain all policies covering social services programs in a central, accessible location. Policies will be updated, to the extent possible, in advance of the effective date of any new policies or policy changes.
  - vi. Provide counties with an opportunity to submit questions, concerns and feedback related to the administration of social services programs to the Department and provide County a timely response to such communication.
  - vii. Communicate proactively with the County Director of Social Services on matters that effect social services programs covered under this MOU.
  - viii. Communicate directly with the County Manager, Governing Boards, and the County Director of Social Services on matters including but not limited to, corrective action, and significant changes to law, rule and policy that impact the administration of social services programs covered by this MOU.
- e. Inter-agency Coordination:
  - i. Provide guidance to counties in the event they are unable to reach a resolution on a conflict of interest that arises related to the provision of social services programs covered by this MOU.
  - ii. Provide guidance for county DSS personnel on federal and state Emergency Management, mass shelter, Business Continuity Plan (BCP) and Continuity of Operations Plan (COOP) requirements.
  - iii. Coordinate with and communicate to county DSS agencies regarding available and required training opportunities associated with DSS Mass Shelter, BCP and COOP responsibilities.

- iv. Assist and support counties as needed in implementation of operational functions of mass shelter operations and as needed during other emergencies as they arise.
- (5) The Department shall timely meet all of its responsibilities contained in this MOU. “Timely” shall be defined consistent with timeliness requirements set forth in relevant statute, regulation, and policy. Where timeliness is not otherwise defined, “timely” shall mean within a reasonable time under the circumstances.

#### **14.0 Responsibilities of the County**

The County hereby agrees that its responsibilities under this MOU are as follows:

- (1) The County shall adhere to the mandated performance requirements for each social services program as identified in Attachment I. For a County Performance Measure identified in Attachment III, the County will work towards achieving performance higher than the County’s performance in the previous fiscal year. The County will ultimately work towards achievement of the Standard Measure for all performance requirements set forth in Attachments I and III.
- (2) The County shall comply with the following administrative responsibilities:
  - a. Staff Requirements and Workforce Development:
    - i. The personnel, including new hires and existing staff, involved in the County’s provision of social services programs covered by this MOU shall complete all required and necessary training, which is documented as required by federal and state law and policy.
  - b. Compliance:
    - i. Perform activities related to its social services programs in compliance with all applicable federal and State laws, rules, regulations and policies. Nothing contained herein is intended to, nor has the effect of superseding or replacing state law, rules or policy related to social services programs.
    - ii. Develop and implement internal controls over financial resources related to the County’s social services programs to ensure that all financial resources are used in compliance with applicable federal and state laws.
    - iii. Provide and adhere to corrective action plans as required based on monitoring findings and the Single Audit.
  - c. Data Submission:
    - i. Maintain accurate, thorough records of all social services programs covered by this MOU, in particular, records related to the mandated performance requirements that can be accessed for the purpose of data collection, service provision, monitoring or consultation
    - ii. Ensure reliable data entry into state systems utilized for the administration of social services programs covered under this MOU.
    - iii. Provide, upon request, data to the state for the purpose of, but not limited to, conducting monitoring, case file reviews, error analysis and quality control.
    - iv. Utilize data to understand the performance of their county and to conduct analysis and implement changes where needed if performance measures are not being met.

- d. Communication:
    - i. Respond and provide related action in a timely manner to all communications received from the Department.
    - ii. Provide timely information on all matters that have a potential negative impact on the social services programs they administer, including but not limited to, litigation risks (not including child welfare cases governed by Chapter 7B or adult services cases governed by Chapter 35A or 108A), network and computer issues, or data breaches.
    - iii. Provide timely information regarding temporary or permanent changes to the Social Services Governing Board. or the County Social Services Director, including retirements, separations, or any leave of absences greater than two calendar weeks.
  - e. Inter-agency Cooperation:
    - i. Ensure that county social services personnel complete required training and are prepared to engage in Disaster Management, mass shelter, BCP and COOP operations.
    - ii. Ensure that all plans and systems are in place to meet potential disaster (natural, technical, otherwise) response requirements.
    - iii. Engage with DHHS, state Emergency Management and local leadership in associated efforts.
    - iv. Assist or operate mass shelter operations or other required disaster management responsibilities.
- (3) The County shall timely meet all its responsibilities contained in this MOU. “Timely” shall be defined consistent with timeliness requirements set forth in relevant statute, regulation, policy or as otherwise required by the Department. If timeliness is not otherwise defined, “timely” shall mean within a reasonable time under the circumstances.

## 15.0 Data Security and Reporting

**Data Security:** The County shall adopt and apply data privacy and security requirements to comply with all applicable federal, state, department and local laws, regulations, and rules. To the extent that the Department and the county have already entered into one or more data privacy agreements covering all or any portion of the work to be performed under this MOU, the Parties hereby adopt and incorporate such agreements by reference into this MOU as if fully set forth herein.

**Duty to Report:** The County shall report all privacy and security incidents related to the provision of social services programs covered by the MOU to the Department and the Privacy and Security Office within twenty-four (24) hours after the privacy and security incident is first discovered, provided that the County shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the incident is first discovered. During the performance of this MOU, the County is to notify the Department of any contact by the federal Office for Civil Rights (OCR) received by the County related to the provision of social services programs covered by the MOU. In case of a privacy and security incident, the County, including any subcontractors or agents it retains, shall fully cooperate with the Department.



**16.0 Miscellaneous**

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

**Amendment:** This MOU may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Department and the County. The Parties agree to obtain any necessary approvals, if any, for any amendment prior to such amendment becoming effective. Also, the Parties agree that legislative changes to state law shall amend this MOU by operation of law to the extent affected thereby.

**Effective Date:** This MOU shall become effective July 1, 2019 and shall continue in effect until June 30, 2020.

**Signature Warranty:** Each individual signing below warrants that he or she is duly authorized by the party to sign this MOU and to bind the party to the terms and conditions of this MOU.

**Watauga County**

BY: \_\_\_\_\_  
Name

BY: \_\_\_\_\_  
Name

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**North Carolina Department of Health and Human Services**

BY: \_\_\_\_\_  
Secretary, Department of Health and Human Services

DATE: \_\_\_\_\_

## ATTACHMENT I

### MANDATED PERFORMANCE REQUIREMENTS

I-A: CHILD SUPPORT

I-B: ENERGY

I-C: WORK FIRST

I-D: FOOD AND NUTRITION SERVICES

The **Standard Measure** is the measure set forth in federal or state law, rule or policy that governs the particular program. This is the Measure that all counties are ultimately aiming to achieve.

The **County Performance Measure** is the measure that the County is required to achieve to be in compliance with this MOU. For some programs, the County's Performance Measure will be the same as the Standard Measure. For other programs, the County's Performance Measure may be greater or less than the Standard Measure, dependent upon previous year's performance.

The **Report of Performance** is the period of time in which a County's performance on a particular performance requirement is measured and reported.

**ATTACHMENT I-A  
MANDATED PERFORMANCE REQUIREMENTS:**

**Child Support**

	<b>Standard Measure</b>	<b>County Performance Measure</b>	<b>Rationale and Authority</b>	<b>Report of Performance</b>
1	80% of paternities established or acknowledged for children born out of wedlock.	The County will achieve its given annual percentage of paternities established for children born out of wedlock.	Paternity establishment is an essential component in obtaining and enforcing support orders for children.  42 USC § 652(g)(1)(A) 42 USC § 658a(b)(6)(A) NCGS 110- 129.1	Annual
2	80% of child support cases have a court order establishing support obligations.	The County will achieve its given annual percentage of child support cases that are under an order.	A court order creates a legal obligation for a noncustodial parent to provide financial support to their children.  42 USC § 652(g)(1)(A) 42 USC § 658a(b)(6)(B) NCGS 110- 129.1	Annual
3	80% of current child support paid.	The County will achieve its given annual percentage of current child support paid.	The current collections rate is an indicator for the regular and timely payment of child support obligations.  42 USC § 652(g)(1)(A) 42 USC § 658a(b)(6)(C) NCGS 110- 129.1	Annual
4	80% of cases received a payment towards arrears.	The County will achieve its given annual percentage of cases that received a payment towards arrears.	Collection of child support has been shown to reduce child poverty rates and improve child well-being.  42 USC § 652(g)(1)(A) 42 USC § 658a(b)(6)(D) NCGS 110- 129.1	Annual
5	The county will meet its annual goal of total child support collections.	The County will meet its annual goal of total child support collections.	Measuring total child support collections is an important measure of the program because it encompasses the strength of the laws, practices, and fiscal effort to determine its effectiveness.  42 USC § 652(g)(1)(A) 42 USC § 658a(b)(6)(E) NCGS 110-129.1	Annual

**ATTACHMENT I-B  
MANDATED PERFORMANCE REQUIREMENTS:**

**Energy Programs**

	<b>Standard Measure</b>	<b>County Performance Measure</b>	<b>Rationale and Authority</b>	<b>Report of Performance</b>
1	The County will process 95% of Crisis Intervention Program (CIP) applications within one (1) business day for applicants with no heat or cooling source.	The County will process 95% of Crisis Intervention Program (CIP) applications within one (1) business day for applicants with no heat or cooling source.	Ensure that eligible individuals in a household without a heating or cooling source receive relief as soon as possible.  42 USC §§ 8621-8630 10A NCAC 71V	Monthly
2	The County will process 95% of Crisis Intervention Program (CIP) applications within two (2) business days of the application date for applicants who have a heat or cooling source.	The County will process 95% of Crisis Intervention Program (CIP) applications within two (2) business days of the application date for applicants who have a heat or cooling source.	Ensure that eligible households who are in danger of losing a heating or cooling source receive financial assistance to avert the crisis.  42 USC §§ 8621-8630 10A NCAC 71V	Monthly

**ATTACHMENT I-C  
MANDATED PERFORMANCE REQUIREMENTS:**

**Work First**

	<b>Standard Measure</b>	<b>County Performance Measure</b>	<b>Rationale and Authority</b>	<b>Report of Performance</b>
1	The County will process 95% Work First applications within 45 days of receipt.	The County will process 95% Work First applications within 45 days of receipt.	Ensure that eligible families receive Work First benefits in a timely manner.  TANF State Plan FFY 2016 - 2019 NCGS 108A-31	Monthly
2	The County will process 95% Work First recertifications no later than the last day of the current recertification period.	The County will process 95% Work First recertifications no later than the last day of the current recertification period.	Ensure that Work First families continue to receive assistance and benefits without unnecessary interruption.  TANF State Plan FFY 2016 - 2019 NCGS 108A-31	Monthly

**ATTACHMENT I-D  
MANDATED PERFORMANCE REQUIREMENTS:**

**Food and Nutrition Services**

	<b>Standard Measure</b>	<b>County Performance Measure</b>	<b>Rationale and Authority</b>	<b>Report of Performance</b>
1	The County will process 95% of expedited FNS applications within 4 calendar days from the date of application.	The County will process 95% of expedited FNS applications within 4 calendar days from the date of application.	Ensure all expedited FNS applications are processed within required timeframes.  7 CFR § 273.2 FNS Manual: Section 315 FNS Administrative Letter 1-2015	Monthly
2	The County will process 95% of regular FNS applications within 25 days from the date of application.	The County will process 95% of regular FNS applications within 25 days from the date of application.	Ensure all regular FNS applications are processed within required timeframes.  7 CFR § 273.2 FNS Manual: Section 315 FNS Administrative Letter 1-2015	Monthly
3	The County will ensure that 95% of FNS recertifications are processed on time, each month.	The County will ensure that 95% of FNS recertifications are processed on time, each month.	Ensure that eligible families have their recertification benefits processed in a timely manner without interruption.  7 CFR § 273.14	Monthly
4	The County will ensure that 90% of Program Integrity claims are established within 180 days of the date of discovery.	The County will ensure that 90% of Program Integrity claims are established within 180 days of the date of discovery.	Ensure allegations of fraud are addressed promptly.  7 CFR § 273.18	Monthly

## ATTACHMENT II

### CORRECTIVE ACTION

For this MOU covering Fiscal Year 2019-2020, the Department **will not** initiate any actions set forth in this Attachment related to a County's compliance with the performance requirements set forth in **Attachment III**.

#### 1. Non-Compliance with mandated performance requirements or terms of the MOU

- a. In the event a County Department of Social Services (County DSS)\*\* fails to satisfy a mandated performance requirement set forth in **Attachment I** for three consecutive months or five months in a 12-month period, or for two consecutive 12-month periods for those requirements that are measured annually, or fails to otherwise comply with a term of this MOU, the Department will provide the County DSS with written notification identifying the relevant mandated performance requirement or term and how the County DSS failed to satisfy it.
- b. Upon receipt of notification, the County DSS shall promptly provide the Department with written acknowledgment of receipt.
- c. If the County DSS does not agree that it failed to satisfy the mandated performance requirement or comply with the terms of the MOU, it shall set forth, in writing, the basis for its disagreement. If the County DSS believes its failure to adhere to a mandated performance requirement or term of this MOU is due in whole or in part upon the failure of the Department to meet any of its responsibilities under this MOU or other external factors (i.e., limited court dates, continuances, etc.), the County DSS shall set forth in writing how the failure of the Department or external factors to meet its responsibility to the County DSS contributed to the inability of the County DSS to meet the mandated performance standard or other term of this MOU. This notice shall be received by the Department, along with all supporting documentation, within 10 business days of the County DSS' receipt of the Department's written notification of non-compliance.
- d. If written notice is received in accordance with subsection (c) of this section, the Department will provide the appropriate division director with the all documentation received. Following a review of all documentation, the division director will provide the county with a decision to proceed in developing a joint corrective action plan or to rescind the notice of non-compliance.

#### 2. Joint Corrective Action Plan

- a. The County DSS and Department shall work together to develop a joint corrective action plan to address the non-compliance. The Parties will consider and address the County DSS's written disagreement with the identified non-compliance, if any, in the development of the joint plan.
- b. The joint corrective action plan shall include, at a minimum:
  - i. The role and responsibility of DHHS in providing support to the County DSS to address the non-compliance.

- ii. A detailed strategy with specific actions the County DSS will take to address the non-compliance and ensure ongoing compliance.
  - iii. A strategy to ensure regular supervisory oversight of the social services program at issue;
  - iv. A strategy to ensure program and case documentation is both sufficient and completed within time frames prescribed by law, rule or policy;
  - v. The performance requirements for the County that constitute successful completion of the corrective action plan;
  - vi. A plan for the continuous review of the corrective activities by both the County Director of Social Services, the County DSS Governing Board, and the Department.; and
  - vii. An acknowledgement that failure to successfully complete the corrective action plan shall result in temporary assumption of all or part of the County's administration of its social services programs.
- c. The duration of the joint corrective action plan shall not exceed 12-months. If the County demonstrates it is making progress under the joint corrective action plan, the Department may extend the duration of the plan for one additional period of 6 months.
  - d. The joint corrective action plan shall be signed by the Department and the County DSS Director. A copy of the joint corrective action plan will be sent to the Chair of the DSS Governing Board, the County Manager, and the Chair of the Board of County Commissioners.

### **3. Failure to Complete Corrective Action Plan/Urgent Circumstances**

- a. In the event a County DSS fails to complete the joint corrective action plan or otherwise fails to comply with the terms of the joint corrective action plan, the Department may exercise its authority under the law to assume all or part of the County's social services programs.
- b. In the event a County DSS fails to complete the corrective action plan or otherwise fails to comply with the terms of the corrective action plan, the Department may exercise its authority under the law, and this MOU, to withhold federal and/or state funding.
- c. In certain urgent circumstances, the Secretary may also exercise her statutory authority to assume control of service delivery in the County pursuant to N.C.G.S. 108A-74.

\*\* In the event the performance requirement or term of the MOU falls outside of the authority of the County DSS, the notification of non-compliance will be sent to the County, and all subsequent steps contained herein shall be followed by the County.



## ATTACHMENT III

### PERFORMANCE REQUIREMENTS:

III-A: CHILD WELFARE – CHILD PROTECTIVE SERVICES

III-B: CHILD WELFARE – FOSTER CARE

III-C: WORK FIRST

III-D: ADULT PROTECTIVE SERVICES

III-E: SPECIAL ASSISTANCE

III-F: CHILD CARE SUBSIDY

The **Standard Measure** is the measure set forth in federal or state law, rule or policy that governs the particular program. This is the Measure that all counties are ultimately aiming to achieve.

The **County Performance Measure** is the measure that the County is required to achieve to be in compliance with this MOU. For some programs, the County's Performance Measure will be the same as the Standard Measure. For other programs, the County's Performance Measure may be greater or less than the Standard Measure, dependent upon previous year's performance.

The **Report of Performance** is the period of time in which a County's performance on a particular performance requirement is measured and reported.

**The Performance Requirements contained in this Attachment are not subject to the corrective action process set forth in Attachment II.**

**ATTACHMENT III-A  
PERFORMANCE REQUIREMENTS:**

**Child Welfare – Child Protective Services**

	<b>Standard Measure</b>	<b>County Performance Measure</b>	<b>Rationale and Authority</b>	<b>Report of Performance</b>
1	The County will initiate 95% of all screened-in reports within required time frames	DHHS will work with the county to identify the County's performance measure for FY 20-21 based on the County's performance for the preceding state fiscal year	<p>Ensure that allegations of abuse, neglect and dependency are initiated timely. The timeframes for initiating an investigation of child maltreatment are defined in state law as, immediately, within 24 hours, or within 72 hours depending on the nature and severity of the alleged maltreatment.</p> <p>NC General Statutes § 7B-302; 10A NCAC 70A .0105; NCDHHS Family Services Manual: Vol. 1, Chapter VIII: Child Protective Services, Section 1408 - Investigative &amp; Family Assessments</p>	Monthly
2	For all children who were victims of maltreatment during a twelve-month period, no more than 9.1% received a subsequent finding of maltreatment	DHHS will work with the county to identify the County's performance measure for FY 20-21 based on the County's performance for the preceding state fiscal year	<p>Ensure that children who have been substantiated as abused, neglected or dependent are protected from further harm.</p> <p>National Standards for State Performance on Statewide Data Indicators established by the Children's Bureau to determine conformity with Title IV-B and IV-E of the Social Security Act and the Child and Family Services Review.</p>	Monthly

**ATTACHMENT III-B  
PERFORMANCE REQUIREMENTS:**

**Child Welfare - Foster Care**

	<b>Standard Measure</b>	<b>County Performance Measure</b>	<b>Rationale and Authority</b>	<b>Report of Performance</b>
1	The County will ensure that 95% of all foster youth have face-to-face visits by the social worker each month.	DHHS will work with the county to identify the County's performance measure for FY 20-21 based on the County's performance for the preceding state fiscal year	Ensure the ongoing safety of children and the engagement and well-being of families.  Child and Family Services Improvement Act of 2006 (Public Law 109-288, section 7) amending Section 422(b) of the Social Security Act (42 USC 622(b))	Monthly
2	The County will provide leadership for ensuring that 40.5% of children who enter foster care in a 12-month period are discharged to permanency within 12 months of entering foster care.	DHHS will work with the county to identify the County's performance measure for FY 20-21 based on the County's performance for the preceding state fiscal year	Ensure that children in out-of-home placements are able to obtain safe and permanent homes as soon as possible after removal from their home.  National Standards for State Performance on Statewide Data Indicators established by the Children's Bureau to determine conformity with Title IV-B and IV-E of the Social Security Act and the Child and Family Services Review.	Monthly
3	The County will provide leadership for ensuring that of children who enter foster care in a 12-month period who were discharged within 12 months to reunification, kinship care, or guardianship, no more than 8.3% re-enter foster care within 12 months of their discharge.	DHHS will work with the county to identify the County's performance measure for FY 20-21 based on the County's performance for the preceding state fiscal year	Ensure that children existing foster care are in stable homes so that they do not re-enter foster care.  CFSR: Safety Outcome 1: Children are, first and foremost protected from abuse and neglect.  National Standards for State Performance on Statewide Data Indicators established by the Children's Bureau to determine conformity with Title IV-B and IV-E of the Social Security Act and the Child and Family Services Review.	Monthly
4	The County will provide leadership for ensuring that of all children who enter foster care in a 12-month period	DHHS will work with the county to identify the County's performance measure for FY 20-21 based on the County's performance for the preceding state fiscal year	Ensure that children who are removed from their homes experience stability while they are in foster care.	

	<p>in the county, the rate of placement moves per 1000 days of foster care will not exceed 4.1%.</p>		<p>CFSR: Permanency Outcome 1: Children have permanency and stability in their living situations.</p> <p>National Standards for State Performance on Statewide Data Indicators established by the Children’s Bureau to determine conformity with Title IV-B and IV-E of the Social Security Act and the Child and Family Services Review.</p>	<p>Monthly</p>
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**ATTACHMENT III-C  
PERFORMANCE REQUIREMENTS:**

**Work First**

	<b>Standard Measure</b>	<b>County Performance Measure</b>	<b>Rationale and Authority</b>	<b>Report of Performance</b>
1	The County will collect documentation from 50% of all Work-Eligible individuals that demonstrates completion of the required number of hours of federally countable work activities.	DHHS will work with the county to identify the County's performance measure for FY 20-21 based on the County's performance for the preceding state fiscal year	Ensure that all work-eligible individuals are engaged in federally countable work activities.  TANF State Plan FFY 2016 - 2019 NCGS 108A-27.2(10) NCGS 108A-27.6(1) NCGS 108A-27.13(a) NCGS 108A-27.14(a)-(b)	Monthly
2	The County will collect documentation from 90% of two-parent families with Work Eligible individuals that verifies that they have completed the required number of hours of federally countable work activities.	DHHS will work with the county to identify the County's performance measure for FY 20-21 based on the County's performance for the preceding state fiscal year	Ensure all work-eligible two-parent families are engaged in federally countable work activities for the required number of participation hours.  TANF State Plan FFY 2016 - 2019 NCGS 108A-27.2(10) NCGS 108A-27.6(1) NCGS 108A-27.13(a) NCGS 108A-27.14(a)-(b)	Monthly

**ATTACHMENT III-D  
PERFORMANCE REQUIREMENTS:**

**Adult Protective Services (APS)**

	<b>Standard Measure</b>	<b>County Performance Measure</b>	<b>Rationale and Authority</b>	<b>Report of Performance</b>
1	The County will complete 95% of APS evaluations involving allegations of abuse or neglect within 30 days of the report.	DHHS will work with the county to identify the County's performance measure for FY 20-21 based on the County's performance for the preceding state fiscal year	<p>Responding quickly to allegations of adult maltreatment is essential to case decision-making to protect the adult. State law requires that a prompt and thorough evaluation is made of all reports of adult maltreatment.</p> <p>NCGS 108A-103</p>	Monthly
2	The County will complete 85% of APS evaluations involving allegations of exploitation within 45 days of the report.	DHHS will work with the county to identify the County's performance measure for FY 20-21 based on the County's performance for the preceding state fiscal year	<p>Protecting a disabled adult from exploitation is critical to ensuring their safety and well-being. State law requires a prompt and thorough evaluation is made of all reports of adult exploitation.</p> <p>NCGS 108A-103</p>	Monthly

**ATTACHMENT III-E  
PERFORMANCE REQUIREMENTS:**

**Special Assistance (SA)**

	<b>Standard Measure</b>	<b>County Performance Measure</b>	<b>Rationale and Authority</b>	<b>Report of Performance</b>
1	The County will process 85% of Special Assistance for the Aged (SAA) applications within 45 calendar days of the application date.	DHHS will work with the county to identify the County's performance measure for FY 20-21 based on the County's performance for the preceding state fiscal year	<p>Ensure eligible individuals receive supplemental payments to support stable living arrangements.</p> <p>Timely application processing of SAA benefits is essential to an individual's proper care and treatment.</p> <p>10A NCAC 71P .0604</p>	Monthly
2	The County will process 85% of Special Assistance for the Disabled (SAD) applications within 60 calendar days of the application date.	DHHS will work with the county to identify the County's performance measure for FY 20-21 based on the County's performance for the preceding state fiscal year	<p>Ensure eligible individuals receive supplemental payments to support stable living arrangements.</p> <p>Timely application processing of SAD benefits is essential to an individual's proper care and treatment.</p> <p>10A NCAC 71P .0604</p>	Monthly

**ATTACHMENT III-F  
PERFORMANCE REQUIREMENTS:**

**Child Care Subsidy**

	<b>Standard Measure</b>	<b>County Performance Measure</b>	<b>Rationale and Authority</b>	<b>Report of Performance</b>
1	The County will process 95% of Child Care Subsidy applications within 30 calendar days of the application date.	The County will process 95% of Child Care Subsidy applications within 30 calendar days of the application date.	<p>Ensure that families can place their children in quality child care without undue delay.</p> <p>North Carolina Child Care Development Fund State Plan</p>	Monthly



**AGENDA ITEM 9:**

**PROPOSED UPGRADE TO RECREATION SOFTWARE**

**MANAGER'S COMMENTS:**

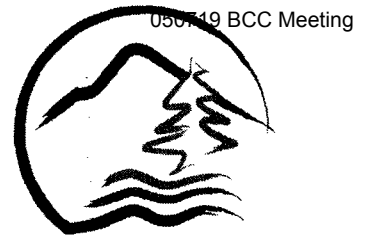
Mr. Stephen Poulos, Parks and Recreation Director, will request the Board approve a software upgrade to the current system used by the Department in preparation for the new recreation center opening. The upgrade will be required to enter and track memberships and schedule the facilities at the center. The upgrade and training will cost approximately \$35,816 and require an annual maintenance fee of \$3,366.

Board action is required to approve the software upgrade, training, and annual maintenance fee.



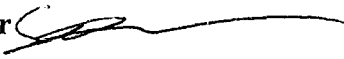
# WATAUGA COUNTY PARKS & RECREATION

231 Complex Drive • Boone, NC 28607  
Phone : (828) 264-9511  
Fax : (828) 264-9523



[www.wataugacounty.org](http://www.wataugacounty.org)

## MEMORANDUM

**TO:** Deron Geouque, County Manager  
**FROM:** Stephen Poulos, Parks & Recreation Director   
**SUBJECT:** Rec Trac Purchase  
**DATE:** April 24, 2019

Watauga County Park & Recreation is seeking to upgrade our Recreation Software program as we continue to prepare for the new Community Recreation Center. This program will replace an outdated program and will provide more customer friendly options for the citizens of Watauga County. This upgrade will also consolidate all our programs into one software. Watauga County Parks & Recreation has moved \$35,816.00 for this upgrade to include a week of training and installation.



Please See Detail Breakdown  
on Following Pages

Description: **3.1 Migration/New Mods/WebTrac**  
Prepared For: **Watauga County Parks & Rec, Boone, NC**  
Contact Name: **Stephen Poulos, Director**  
Contact Email: **stephen.poulos@watgov.org**  
Approved By: **Joshua Karson, Sr Sales Marketing Mgr (joshuak@vermontsystems.com)**

Phone Number: **(828)264-9511**  
Fax Number: **(828)264-9523**  
Quote Date: **02/12/2019**

Description	Purchase Price	Annual Maint/Svs	Estimated Shipping*	Total Price
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**RecTrac - Workgroup Multi-User Software**

Application Software	\$5,100.00	\$1,240.00	\$0.00	\$6,340.00
Progress OpenEdge Software	\$1,020.00	\$248.00	\$0.00	\$1,268.00
Support Services - Training & Expenses	\$8,745.00	\$0.00	\$0.00	\$8,745.00
<b>Total RecTrac:</b>	<b>\$14,865.00</b>	<b>\$1,488.00</b>	<b>\$0.00</b>	<b>\$16,353.00</b>

**WebTrac - Basic Edition**

Application Software	\$5,325.00	\$1,065.00	\$0.00	\$6,390.00
Progress OpenEdge Software	\$1,065.00	\$213.00	\$0.00	\$1,278.00
VSI-Add-Ons	\$1,750.00	\$0.00	\$0.00	\$1,750.00
Support Services - Training & Expenses	\$6,445.00	\$0.00	\$0.00	\$6,445.00
<b>Total WebTrac:</b>	<b>\$14,585.00</b>	<b>\$1,278.00</b>	<b>\$0.00</b>	<b>\$15,863.00</b>

**PayTrac - Workgroup Multi-User Software**

Application Software	\$3,000.00	\$600.00	\$0.00	\$3,600.00
<b>Total PayTrac:</b>	<b>\$3,000.00</b>	<b>\$600.00</b>	<b>\$0.00</b>	<b>\$3,600.00</b>

**Hardware - (VSI Qualified)**

<b>Total Hardware:</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
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**VSI TOTALS**

Application Software	\$13,425.00	\$2,905.00	\$0.00	\$16,330.00
Progress OpenEdge Software	\$2,085.00	\$461.00	\$0.00	\$2,546.00
VSI-Add-Ons	\$1,750.00	\$0.00	\$0.00	\$1,750.00
Support Services - Training & Expenses	\$15,190.00	\$0.00	\$0.00	\$15,190.00
<b>Grand Totals:</b>	<b>\$32,450.00</b>	<b>\$3,366.00</b>	<b>\$0.00</b>	<b>\$35,816.00</b>

\* NOTE: Shipping is FOB - Origin

(Plus Tax Where Applicable / Includes Shipping FOB - Origin)



**RecTrac Workgroup Multi-User Software**  
**Recreation Tracking Software**  
**VSI Quote Number: 73473**  
 Please Review Notes on Last Page  
 Software Pricing Is Valid For 120 Days  
 Hardware Pricing Is Subject to Change

Description: **3.1 Migration/New Mods/WebTrac**  
 Prepared For: **Watauga County Parks & Rec, Boone, NC**  
 Contact Name: **Stephen Poulos, Director**  
 Contact Email: **stephen.poulos@watgov.org**  
 Approved By: **Joshua Karson, Sr Sales Marketing Mgr (joshuak@vermontsystems.com)**

Phone Number: **(828)264-9511**  
 Fax Number: **(828)264-9523**  
 Quote Date: **02/12/2019**

Qty	Unit	Description	Unit Price	Extended Price	Annual Maint/Svs
<b><u>Application Software</u></b>					
1	Each	Facility Reservations (V-RT-MU-FR)	\$2,750.00	\$2,750.00	\$490.00
1	Each	League Scheduling (V-RT-MU-LS)	\$1,950.00	\$1,950.00	\$350.00
1	Each	Incident Processing and Reporting (V-RT-MU-IC)	\$0.00	\$0.00	\$0.00
1	Each	Systems Administration (required) (V-RT-MU-SA)	\$400.00	\$400.00	\$400.00
<b>Total Application Software:</b>				<b>\$5,100.00</b>	<b>\$1,240.00</b>
<b><u>Progress OpenEdge Software</u></b>					
1	Each	OpenEdge Workgroup Appl Server & RDBMS (T-PG-MU-OE)	\$1,020.00	\$1,020.00	\$248.00
<b>Total Progress OpenEdge Software:</b>				<b>\$1,020.00</b>	<b>\$248.00</b>
<b><u>Support Services - Training &amp; Expenses</u></b>					
5	Day(s)	Installation/Training, Municipal, On-Site/Day (X-S-TNG-01)	\$770.00	\$3,850.00	\$0.00
1	Day(s)	Travel Time (X-S-TNG-09)	\$385.00	\$385.00	\$0.00
7	Each	Expense Meals Per Diem (X-X-MLS-PDIEM)	\$50.00	\$350.00	\$0.00
7	Each	Travel Expenses (estimated - pay actual only) (X-X-EXP)	\$280.00	\$1,960.00	\$0.00
1	Each	Expense Airfare (estimated-pay actual only) (X-X-AIR)	\$1,000.00	\$1,000.00	\$0.00
8	Each	Discovery Zoom/Phone/Hr. (Min 15 Min/\$37.50) (X-S-TNP-01)	\$150.00	\$1,200.00	\$0.00
<b>Total Support Services - Training &amp; Expenses:</b>				<b>\$8,745.00</b>	<b>\$0.00</b>
<b>Total Software, Hardware and Support Services</b>				<b>\$14,865.00</b>	<b>\$1,488.00</b>
<b>Grand Total - RecTrac:</b>				<b>\$16,353.00</b>	
* NOTE: Shipping is FOB - Origin				(Plus Tax Where Applicable / Includes Shipping FOB - Origin)	

Training to cover the 3.1 Migration and training on all RecTrac Modules



Description: **3.1 Migration/New Mods/WebTrac**  
 Prepared For: **Watauga County Parks & Rec, Boone, NC**  
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 Approved By: **Joshua Karson, Sr Sales Marketing Mgr (joshuak@vermontsystems.com)**

Phone Number: **(828)264-9511**  
 Fax Number: **(828)264-9523**  
 Quote Date: **02/12/2019**

Qty	Unit	Description	Unit Price	Extended Price	Annual Maint/Svs
<b>Application Software</b>					
1	Each	WebTrac Internet Software, 6-15 RecTrac Users (V-WT-SU-IS-6)	\$3,750.00	\$3,750.00	\$750.00 6
1	Each	WebTrac Activity Registrations (V-WT-SU-AR)	\$950.00	\$950.00	\$190.00 7
1	Each	Mobile WebTrac (V-WT-SU-MWT)	\$0.00	\$0.00	\$0.00 8
1	Each	WebTrac/RecTrac Sm Workgroup Agents (V-WT-SU-AU)	\$625.00	\$625.00	\$125.00 9
<b>Total Application Software:</b>				<b>\$5,325.00</b>	<b>\$1,065.00</b>
<b>Other Available Products of Interest</b>					
WebTrac Facility Reservations Price: \$950.00 / Maint./Services: \$190.00					
WebTrac League Scheduling Price: \$750.00 / Maint./Services: \$150.00					
WebTrac League Scheduling Lite (Schedules Only) Price: \$375.00 / Maint./Services: \$75.00					
<b>Progress OpenEdge Software</b>					
1	Each	OpenEdge Application Server & RDBMS (T-PG-SU-WB)	\$1,065.00	\$1,065.00	\$213.00 2
<b>Total Progress OpenEdge Software:</b>				<b>\$1,065.00</b>	<b>\$213.00</b>
<b>VSI-Add-Ons</b>					
1	Each	WebTrac Splash Page Template (V-WT-CP-SP2)	\$1,000.00	\$1,000.00	\$0.00 10
1	Each	WebTrac Style Sheet Service (V-WT-IN-SS-1)	\$750.00	\$750.00	\$0.00 11
<b>Total VSI-Add-Ons:</b>				<b>\$1,750.00</b>	<b>\$0.00</b>
<b>Support Services - Training &amp; Expenses</b>					
4	Day(s)	Installation/Training, Municipal, On-Site/Day (X-S-TNG-01)	\$770.00	\$3,080.00	\$0.00
1	Day(s)	Travel Time (X-S-TNG-09)	\$385.00	\$385.00	\$0.00
6	Each	Travel Expenses (estimated - pay actual only) (X-X-EXP)	\$280.00	\$1,680.00	\$0.00 4
6	Each	Expense Meals Per Diem (X-X-MLS-PDIEM)	\$50.00	\$300.00	\$0.00 3
1	Each	Expense Airfare (estimated-pay actual only) (X-X-AIR)	\$1,000.00	\$1,000.00	\$0.00
<b>Total Support Services - Training &amp; Expenses:</b>				<b>\$6,445.00</b>	<b>\$0.00</b>
<b>Total Software, Hardware and Support Services</b>				<b>\$14,585.00</b>	<b>\$1,278.00</b>
<b>Grand Total - WebTrac:</b>				<b>\$15,863.00</b>	
* NOTE: Shipping is FOB - Origin				(Plus Tax Where Applicable / Includes Shipping FOB - Origin)	



**PayTrac Workgroup Multi-User Software**

**VSI Quote Number: 73473**

**Please Review Notes on Last Page  
Software Pricing Is Valid For 120 Days  
Hardware Pricing Is Subject to Change**

Description: **3.1 Migration/New Mods/WebTrac**  
**Prepared For: Watauga County Parks & Rec, Boone, NC**  
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Phone Number: **(828)264-9511**  
 Fax Number: **(828)264-9523**  
 Quote Date: **02/12/2019**

<u>Qty</u>	<u>Unit</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>	<u>Estimated Shipping*</u>	<u>Annual Maint/Svs</u>
<b><u>Application Software</u></b>						
1	Each	VSI Workgroup ERI Credit Card Interface (V-PT-MU-ERI)	\$3,000.00	\$3,000.00	\$0.00	\$600.00 12
<b>Total Application Software:</b>				<b>\$3,000.00</b>	<b>\$0.00</b>	<b>\$600.00</b>
<b>Total Software, Hardware and Support Services</b>				<b>\$3,000.00</b>	<b>\$0.00</b>	<b>\$600.00</b>
<b>Grand Total - PayTrac:</b>				<b>\$3,600.00</b>		
* NOTE: Shipping is FOB - Origin				(Plus Tax Where Applicable / Includes Shipping FOB - Origin)		

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Prepared For: **Watauga County Parks & Rec, Boone, NC**  
Contact Name: **Stephen Poulos, Director**  
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Phone Number: **(828)264-9511**  
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Quote Date: **02/12/2019**

Qty	Unit	Description	Unit Price	Extended Price	Estimated Shipping*	Annual Maint/Svs
<b>Printers</b>						
0	Each	Star TSP143IIU, 40 col Thermal, USB, Cutter (H-PRT-ST-05-U-B)	\$265.00	\$0.00	\$0.00	\$0.00 13
0	Each	Thermal Receipt Paper, 1 Ply, 50 Rolls/Case (S-PRT-IT-THB-01)	\$95.00	\$0.00	\$0.00	\$0.00 14
<b>Total Printers:</b>				<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Cash Drawers</b>						
0	Each	Advantage 18Wx16.7D,Smart,USB/Ser Em,Black,No Bell (H-DRW-MM-28-U-BK)	\$285.00	\$0.00	\$0.00	\$0.00 15
0	Each	MMF Advantage 17.4Wx18.7D Dumb Drw Paint Front BIK (H-DRW-MM-11-D-BK)	\$175.00	\$0.00	\$0.00	\$0.00
<b>Total Cash Drawers:</b>				<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Touch Screen Monitors</b>						
0	Each	ELO 2002L M-Series iTouch Monitor 19.5" 1920X1080 (H-TSM-EL-10)	\$580.00	\$0.00	\$0.00	\$0.00 16
<b>Total Touch Screen Monitors:</b>				<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Barcode Readers</b>						
0	Each	Honeywell MK7580G 1D/2D Genesis Imager, USB Cable (H-BCR-HY-10)	\$335.00	\$0.00	\$0.00	\$0.00 17
0	Each	MK7580 Custom Configuration for VSI software (H-BCR-HY-11-X-C)	\$0.00	\$0.00	\$0.00	\$0.00 18
0	Each	QuickScan 1D Scanner, USB, Black, 5-year warranty (H-BCR-DL-25)	\$165.00	\$0.00	\$0.00	\$0.00
<b>Total Barcode Readers:</b>				<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Payment Card Readers</b>						
0	Each	CCard EMV (Chip Device - Budget Purposes Only (H-PIN-99)	\$860.00	\$0.00	\$0.00	\$0.00 19
<b>Total Payment Card Readers:</b>				<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Digital Cameras</b>						
0	Each	Logitech C920 Webcam, HD 1920x1080p, AutoFocus (H-PID-LT-01)	\$97.00	\$0.00	\$0.00	\$0.00 20
0	Each	Tripod Stand for Camera, Adjustable (H-PID-MS-01-ST)	\$30.00	\$0.00	\$0.00	\$0.00 21
<b>Total Digital Cameras:</b>				<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Touch Screen Computers 22" All-in-One</b>						
0	Each	StealthTouch AIO M21 21.5" Intel i3 2.4GHz 8GB Mem (H-TSC-PI-M21-01)	\$1,980.00	\$0.00	\$0.00	\$0.00 22
<b>Total Touch Screen Computers 22" All-in-One:</b>				<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Total Software, Hardware and Support Services</b>				<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Grand Total - Hardware:</b>					<b>\$0.00</b>	

\* NOTE: Shipping is FOB - Origin

(Plus Tax Where Applicable / Includes Shipping FOB - Origin)

This page is for information purposes only. Actual items/quantities needed are yet to be determined.

Description: **3.1 Migration/New Mods/WebTrac**  
Prepared For: **Watauga County Parks & Rec, Boone, NC**  
Contact Name: **Stephen Poulos, Director**  
Contact Email: **stephen.poulos@watgov.org**  
Approved By: **Joshua Karson, Sr Sales Marketing Mgr (joshuak@vermontsystems.com)**

Phone Number: **(828)264-9511**  
Fax Number: **(828)264-9523**  
Quote Date: **02/12/2019**

- 1 The Workgroup System is quoted for those organizations with 2-39 concurrent users. The pricing for the actual number of licensed concurrent users is found on the RecTrac quote page under the Application Software section. Two concurrent users are included with the purchase of the first RecTrac module. Additional concurrent users are priced as Additional Users Over 2 (concurrent).
- 2 VSI uses Progress OpenEdge software to develop and deploy its' software applications, and also embeds the required Progress OpenEdge Enterprise or Workgroup RDBMS (Relational Database Management Software) with its' applications.
- 3 The Meal Per Diem rate is based on the GSA/DOD rates for your location.
- 4 The included expenses are ESTIMATED for airfare, lodging, parking, tolls, and rental vehicle (for non-flying trips, car rental can be more due to tolls and gasoline usage). Actual expenses are billed after each trip. For states with Cashless Tolls, there may be a delay in billing these charges as we sometimes don't get these bills from the car rental companies until weeks after a trip is complete.

Meals are listed separately.

- 5 Time quoted is estimated. Actual time used will be billed.
- 6 WebTrac Internet Software, which includes all patron mobile WebTrac functions, enables your patrons to process WebTrac transactions real-time using a browser. The WebTrac software does NOT include hosting services, which are quoted separately. If your IT department or your off-premise web hosting vendor doesn't allow third party software to be installed on its web server, then VSI can provide this web hosting service for a nominal monthly fee. Please discuss this issue with your IT department or your off-premise web hosting vendor to determine whether or not VSI should quote the web hosting fee. VSI bills the web only hosting fee on an annual basis. After the first year, this amount is added to your annual maintenance invoice.
- 7 WebTrac modules require respective RecTrac licensed modules in order to process web transactions.
- 8 Mobile WebTrac provides patron access to select functions using a smart phone mobile browser. Since Mobile WebTrac is browser based, it is device/operating system independent. Functions such as booking a tee time, enrolling in a class, viewing a calendar of events, making a payment, and displaying their pass barcode are a few of the operations that patrons will be able to access on their phone. All patron related functions that are developed for Mobile WebTrac will be available under this one license fee. In summary, Mobile WebTrac encompasses all of the functions that have been developed across all WebTrac modules.

Mobile Hardware Options: any modern smart phone with or without a bar code scanner, depending on the the application.

- 9 WebTrac Agents needed are provided to process WebTrac online transactions. Each Agent can service approximately 20 simultaneous requests.
- 10 Splash Page Options:  
  
14 templates available for 10.3  
18 templates available for 3.1

These templates are available on the VSI website for your review. All 18 templates have been created using responsive design.

The \$1000 fee includes access to one template of your choice along with VSI support to implement the template on your site. This typically takes 2-4 hours. Any time over 4 hours due to change requests will be charged at \$150/hour. Any design changes to a template that requires custom programming will be charged at \$175/hour.

The Splash Page will display using responsive design. If you are licensed for Mobile WebTrac, all WebTrac screens, in addition to the Splash page, will display properly for patrons accessing WebTrac from their mobile device (responsive design). Please contact sales for additional information about Mobile WebTrac.



Description: **3.1 Migration/New Mods/WebTrac**  
 Prepared For: **Watauga County Parks & Rec, Boone, NC**  
 Contact Name: **Stephen Poulos, Director**  
 Contact Email: **stephen.poulos@watgov.org**  
 Approved By: **Joshua Karson, Sr Sales Marketing Mgr (joshuak@vermontsystems.com)**

Phone Number: **(828)264-9511**  
 Fax Number: **(828)264-9523**  
 Quote Date: **02/12/2019**

- 11 VSI will customize the WebTrac stylesheet to match the appearance of your web site as closely as possible. After you have finalized your WebTrac page specifications, you will be asked to sign an approval form. VSI will provide the stylesheet programming services and then ask you to verify that the results match your specs. If you ask for additional changes following the completion of the initial styling then each major change request is priced at \$750.00. Minor & Seasonal change requests are priced at \$375.00 each.
- 12 The VSI ERI (External Redirect Interface) fee applies to any of the credit card vendor options.
- 13 Includes power supply, power cord, auto cutter and cable. Wall mountable. 4-Year Warranty.
- 14 Thermal Receipt Paper, 1 Ply, 50 Roll/Case for Star, Epson, & Ithaca receipt printers.
- 15 This drawer is USB with a Serial Emulation. A straight USB drawer will not work with RecTrac.
- 16 ELO, M-Series, 2002L 19.5" LCD Desktop, Black, Full HD (1920 X 1080 Resolution), Projective Capacitive, USB Controller, Anti-Glare, Zero Bezel, Mini-VGA and HDMI Video
- 17 Honeywell MK7580G-2 Genesis Bar Code Imager USB Kit, 1D/2D, PDF17, Gray, Type A 3M Cable (9.5' - Cbl-500-300-S00)), Power Supply, EasyID Software, Documentation, and VSI Custom Configuration. USB keyboard emulation is standard with optional Serial or Parallel emulation. Standard keyboard emulation used to connect reader to dedicated computer. This scanner can be used for RecTrac Background Visit Check-in by configuring it for Serial Emulation using the same USB cable. This enables the computer to be used for other functions, while it is also being used to scan visitor ID cards.
- 18 Custom Configuration for VSI application software, so plug and play out of the box.
- 19 The specific credit card EMV (Chip and Pin) device delivered depends on the PayTrac solution you select. This line item is used as a placeholder for budgeting purposes. The different devices range in price from \$500-\$860. The device in most cases will be purchased directly from the approved Gateway of your choice.
- 20 Logitech C920 HD Pro Webcam, HD 1080p up to 1920x1080, HD 720p up to 1280x720p, Wide 78" View, Glass Autofocus Lens, USB 2.0/USB 3.0 Ready, Windows 7/8/10, UVC H.264 Compliant, Tripod Mountable, 2-Year Warranty.
- 21 Works with Lifecam and Logitech camera.
- 22 Pioneer StealthTouch Intel 4G Core i3 2.4GHz Processor, 21.5" LCD 1920x1080 Touch Screen, 8GB Memory, Intel 10/100/1000 BaseT, NIC RJ45, 300GB HDD (or 64GB SSD) Disk, Speakers 2 Watts, External 2nd VGA Port, (4) Serial, (6) USB Ports plus 1x powered+12V, 1x powered +24V, (2) CD Ports, 150W Power AC 100-240V, Windows 10 (64-bit) , Dimensions 21.4x14.6x3.4", Wt 17lb, Operating Temp 0-4-C, 20-80% Humidity, 3 -Year Depot Warranty Parts & Labor, Black. Options include Wall Mount, Base Stand, Webcam, Bar Code Scanner.

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**AGENDA ITEM 10:****MAINTENANCE MATTERS*****A. Request for Exemption from Quality Based Selection Process for the Procurement of Engineering Services*****MANAGER'S COMMENTS:**

Mr. Robert Marsh, Maintenance Director, will request the Board exempt the Complex 1 field reorientation and new courts project from N.C. General Statute 143-64.31. Timmons Group designed the Anne Marie fields located adjacent to the complex field. Due to Timmons Group's working knowledge of the project and previous work for the county; staff would recommend the Board exempt this project from N.C. General Statute 143-64.31 and select Timmons Group for the final design, bidding, and construction administration as they would be the most qualified for the project.

Board action is required to exempt this project from N.C. General Statute 143-64.31 and select Timmons Group for the final design, bidding, and construction administration for the Complex 1 field reorientation and new courts project.



# WATAUGA COUNTY MAINTENANCE DEPARTMENT

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274 Winklers Creek Road, Boone, NC 28607 - Phone (828) 264-1430  
Fax (828) 264-1473

## MEMORANDUM

TO: Deron Geouque, County Manager  
FROM: Robert Marsh, Maintenance Director  
DATE: April 26, 2019  
SUBJECT: Exemption from Quality Based Selection Process for the Procurement of Engineering Services

### BACKGROUND

Staff needs the assistance of an engineer for the design of a recreation facility on the site of the Complex One Softball Field. Site amenities will include: 200' softball field, tennis courts, pickleball courts, basketball court and future sites for two outdoor pavilions.

The General Statues allow NCDOT and local units of government the option to exempt themselves from Quality Based Selection process if the projected fee is less than \$50,000. The exemption must be project-specific and in writing. DOT and local governments are offered this exemption in order to expedite the selection process on smaller projects

### RECOMMENDATION

Staff recommends the county take the exemption for the 2019 Recreation Project in order to expedite the procurement of engineering services of the project where, in this case, the fee is projected to be less than \$35,000

**AGENDA ITEM 10:**

**MAINTENANCE MATTERS**

*B. Request to Hire Timmons Group for Design of New Recreational Facilities (Tennis and Basketball Courts)*

**MANAGER'S COMMENTS:**

Upon successful exemption of the project under N.C. General Statute 143-64.31, Mr. Marsh will request the Board approve a contract in the amount of \$33,100 with Timmons Group for engineering and design of the outdoor facilities at the new community recreation center. The county was very satisfied with services provided by the Timmons Group for the baseball fields in 2005. Time is of the essence to complete the project for the opening of the new community recreation center.

Board action is required to contract with Timmons Group in the amount of \$33,100 for the recreational facilities at the new community recreation center.




# WATAUGA COUNTY MAINTENANCE DEPARTMENT

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274 Winklers Creek Road, Suite B, Boone, NC 28607 - Phone (828) 264-1430  
Fax (828) 264-1473

TO: Deron Geouque, County Manager

FROM: Robert Marsh, Maintenance Director 

DATE: April 26, 2019

RE: 2019 Recreation Facility Project

## BACKGROUND

The building site of the new Watauga County Recreation Center covered the space occupied by the tennis and basketball courts. Staff has been exploring options to relocate the facilities with two design firms familiar with the site. Timmons Group was contacted because the County has been satisfied with the design work they provided on the two adjacent baseball fields in 2005. Timmons has indicated they are very interested in the project and would like to provide design services as required by the Town of Boone Planning and Inspections Department.

## RECOMMENDATION

Staff recommends the County hire the firm Timmons Group from Charlotte, NC for the sum of \$33,100 for design of the new recreational facility.



610 East Morehead Street  
Suite 250  
Charlotte, NC 28202

P 704.602.8600  
F 704.376.1076  
[www.timmons.com](http://www.timmons.com)

## LETTER OF AGREEMENT

April 26, 2019

Watauga County Maintenance Dept  
814 West King Street  
Boone, NC 28607

Attn: Mr. Robert Marsh

RE: Watauga County Park Renovation  
Civil/Site Design  
Boone, North Carolina

Dear Mr. Marsh,

Thank you for inviting us to provide a proposal for Civil Engineering Services to Watauga County (Client) for the above referenced project in the Boone, NC. We feel that our experience with these types of projects as well as our history with the site is a good fit to serve you.

Following our conversation, we have developed an understanding of the scope of this project. In addition, we reviewed the existing site survey and County Code to determine the design requirements. These documents have been used as the basis for this proposal. We understand that the scope of the project includes developing Site/Civil Engineering Documents related to the reconfiguration of the baseball field, the addition of four new tennis courts, the addition of 2 new Pickleball courts, and one new basketball court. The layout will also include locations of 2 future pavilion buildings. We will submit the plans to the Town for review and approval.

### **1. Due Diligence and Conceptual Design Services**

- This task will include preparing a base map for the project depicting all topographic features gathered from the boundary and topographic survey (prepared by others). It will also show all existing stream features and associated buffers, building/parking setback criteria, landscape buffer requirements, and related site constraints required by the Town of Boone UDO.
- This task developing & refining a conceptual site design for the proposed on-site improvements. Improvements will include the ballfield reconfiguration, new tennis courts, new pickleball courts, and new basketball court. The Preliminary Site Layout Plan will be submitted to the Owner for review and comment.

- This task includes scheduling and attending a pre-application meeting with the Town of Boone Site Plan Review team for initial comments and requirements related to the project.

### **Phase 1 Lump Sum Fee - \$4,800**

## **2. Civil Engineering Design Services**

- Following approval of the preliminary layout, we will prepare Construction Documents for the site improvements which shall consist of the following:
  - Cover Sheet
  - Existing Conditions and Demolition Plan
  - Erosion Control Plan
  - Erosion Control Details and Calculations
  - Layout Plan fully dimensioned and labeled to show the site improvements.
  - Layout Details
  - Site Utility Plan
  - Site Lighting Plan (for new fields/courts only)
  - Grading and Drainage Plan
  - Drainage calculations
  - Code Compliant Landscape Plan
  - Site Related Construction Specifications
- Timmons Group will provide the owner with progress plans for review at 60/90% completion milestones. Upon owner approval of each phase, we will move forward with the design. We will incorporate any owner comments or revisions into the designs.
- This phase will also include design progress meetings with the project team and Client as well as the following permitting and coordination items through the completion of the Construction Documents for the project:
  - Apply for Site Plan approval with Town of Boone
  - Submit No-Rise Documentation to the Town/State as required for development within the floodplain. This service does not include preparation of a full flood study or LOMR/CLOMR process.
  - Apply for Erosion Control Permit through NCDEQ
  - Plan revisions and coordination with Watauga County and Town of Boone staff during review and approval process
  - Regular Status reports regarding the permitting effort

### **Phase 2 Lump Sum Fee – \$18,900**



### **3. Bidding Phase**

- This phase includes the following tasks related to the bidding and awarding of the project:
  - Assist Watauga County with developing a Bid Package and advertising the project for Bidding.
  - Attend Pre-bid Meeting with the Owner
  - Respond to Bidders Inquiries and Requests for Information
  - Prepare and Issue Addenda

**Phase 3 Lump Sum Fee – \$3,200**

### **4. Construction Administration Services**

Timmons Group will perform Construction Administration Services throughout construction to include the following:

- Attend pre-construction meeting with the Owner, Town of Boone, and contractor
- Attend monthly site meetings onsite to review construction progress and generally inspect the site work for compliance with the contract documents (assume 4-month construction schedule)
- Attend weekly construction conference calls with the owner and contractor to answer questions and provide updates on any outstanding permitting or compliance measures.
- Review and approve site construction materials submittals
- Respond to contractor RFIs throughout the construction process
- Prepare storm and utility as-built drawings as required by Town of Boone. It is assumed the contractor will provide locations and inverts of utilities
- Provide Final As-Built Record Drawings in CAD and PDF format based on contractor redlines.
- Perform punchlist inspection and back punch.

**Phase 4 Lump Sum Fee - \$6,200**

### **Special Conditions and Exclusions**

The following special conditions shall apply to the technical services to be provided on this project:

- Surveying and Underground utility locating services are not included in this proposal.
- A Traffic Impact Analysis (TIA) is not included in this proposal.
- Survey construction staking is not included in the services indicated above.
- Geotechnical Engineering services are not included in this proposal.
- Offsite road/utility improvements such as turn lanes & traffic signal design services are not proposed with this scope of work.

- Preparation of a Flood Study or LOMR/CLOMR application is not included in this scope of work.
- Retaining Wall design is not included in this scope of services
- Town, County, and State Review Fees are not included in this scope of work.

We will provide services in a timely and efficient manner and will keep you informed of the job status and any necessary changes. Acknowledgment and Acceptance of this proposal within seven (7) working days of the above date constitutes schedule and fee acceptance by you and us. If for any reason a change in the Letter of Agreement becomes necessary, you will be notified by a written "Change Order" from the project manager. After the date of this agreement, changes in scope of work caused by governing codes or client revisions may require a schedule and/or fee change. You will be notified of any such changes by a "change order".

We shall not assume responsibility for construction activity nor have authority over contractor's work, safety precautions or procedures, schedules or for the contractor's compliance with any laws or regulations.

In the event of non-payment by Client, TIMMONS shall be entitled to recover all attorneys' fees related to collection of all amounts due, whether at the trial or appellate level, in an amount of not less than 25% of the total indebtedness at the time suit is commenced. Client also agrees that it shall be liable for the costs of litigation, including court costs, court reporter expenses, and expert witness fees. Client agrees that this contract is entered into in Wake County, North Carolina, and agrees to venue in Wake County, North Carolina.

Unless otherwise provided under the terms of this contract interest shall accrue at the rate of Twelve (12) percent (%) per annum or One (1) percent (%) per month on all invoices older than thirty (30) days. We reserve the right to stop work on any client account that becomes sixty (60) days past due and to notify local officials that professional seals should be removed from plans of that client account.

Thank you again for the opportunity to provide a proposal to Watauga County for professional services on this project. We will proceed upon receipt of this signed agreement.

Sincerely,



Brian V. Crutchfield, PE, PLS  
Principal

Acknowledged & Accepted:

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CLIENT

**AGENDA ITEM 11:**

**REQUEST TO ACCEPT NC DEPARTMENT OF NATURAL AND CULTURAL RESOURCES  
GRANT FOR RENOVATIONS AND IMPROVEMENTS TO THE WESTERN WATAUGA  
COMMUNITY CENTER**

**MANAGER’S COMMENTS:**

Ms. Misty Watson, Finance Director, will request the Board accept the grant awarded by the North Carolina Department of Natural and Cultural Resources in the amount of \$30,000 for the Western Watauga Community Center. Senator Ballard was instrumental in the grant award to the county. The funds will be utilized to upgrade lighting, HVAC replacement, and restroom renovations.

Board action is required to approve the grant with the North Carolina Department of Natural and Cultural Resources in the amount of \$30,000 for renovations at the Western Watauga Community Center.



## WATAUGA COUNTY FINANCE OFFICE

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814 West King St., Room 216 - Boone, NC 28607 - Phone (828) 265-8007 Fax (828) 265-8006

### MEMORANDUM

**TO:** Deron Geouque, County Manager  
**FROM:** Misty Watson, Finance Director  
**SUBJECT:** Western Watauga Community Center renovations and improvements grant from the North Carolina Department of Natural and Cultural Resources  
**DATE:** April 30, 2019

Attached please find the grant contract for Western Watauga Community Center renovations and improvements. The County has been allocated \$30,000 for renovations to be completed by September 30, 2019. The funds do not require a match.

The renovations include lighting upgrades, HVAC replacement and restroom improvements. The lighting upgrades include 80 surface mount LED fixtures, the HVAC replacement includes 2 heat pumps and the restroom improvements include 4 dispensers.

Board approval is requested.

REQUEST FOR PAYMENT OF APPROPRIATION(S) FROM NORTH CAROLINA GENERAL FUND

North Carolina Department of Natural and Cultural Resources – Grants to Non-State Entities

Watauga County  
814 West King St  
Boone, NC 28607

Attn: Deron Geouque  
2018-19 Allocation: \$30,000

Purpose: Appropriation used for the renovations and improvements to the Western Watauga Community Center  
Grant payments shall be made when the Agency receives from the Grantee supporting documents such as executed contracts and invoices to demonstrate encumbrances for items identified in the Grant Contract.

**Part A. TO BE COMPLETED BY ALL RECIPIENTS**

- 1. Contact's Name: Deron Geouque Telephone: 828-265-8000
- 2. Contact's Position in Organization: County Manager
- 3. Federal Identification Number: 56-6001816
- 4. Kind of Organization: Corporation \_\_\_ Trust \_\_\_ Partnership \_\_\_ Government X \_\_\_  
Unincorporated Association \_\_\_ Other \_\_\_
- 5. Match Required (Circle One): Yes/  No On a \_\_\_ to \_\_\_ basis.
- 6. Fiscal Year of Non-State Entity (e.g. year ending June 30, December 31, other) June 30

=====  
**Part B. TO BE COMPLETED BY ALL RECIPIENTS. FORM MUST BE NOTARIZED**

\_\_\_\_\_  
Signature of individual making request

\_\_\_\_\_  
Notary Public (official seal)

\_\_\_\_\_  
Date Notarized

Return this form to:  
Joshua Davis, Chief Financial Officer  
NC Department of Natural and Cultural Resources  
4605 Mail Service Center  
Raleigh, NC 27699-4605

## **Grant Contract**

This Contract is hereby entered into by and between the North Carolina Department of Natural and Cultural Resources (the "Agency") and the Watauga County, a unit of local government (the "Grantee") (referred to collectively as the "Parties"). The Grantee's federal tax identification number is 56-6001816.

This Contract consists of the following documents:

- 1) The General Terms and Conditions
- 2) The Scope of Work, description of services (Attachment A)
- 3) The line item budget (Attachment B)
- 4) Notice of Certain Reporting and Audit Requirements (Attachment C)

These documents constitute the entire agreement and "Contract" between the Parties and supersede all prior oral or written statements or agreements. The awarding of this grant is subject to allocation and appropriation of funds to the Agency for the purposes set forth in the contract.

### **General Terms and Conditions**

#### **DEFINITIONS**

Except as otherwise provided in the Contract documents, the terms below shall have the following meanings in this Contract.

"Agency" means the North Carolina Department of Natural and Cultural Resources.

"Audit" means an examination of records or financial accounts to verify their accuracy.

"Certification of Compliance" means a report provided by the Grantee to the Agency that states that the Grantee has met the reporting requirements established by this Contract and included as a statement of certification by the Agency as part of the Grantee reporting package.

"Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.

"Contract" means a legal instrument that is used to document a relationship between the Agency and the Grantee.

"Fiscal Year" means the annual operating year of the non-State entity.

"Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.

"Grant" means financial assistance provided by a State agency to an eligible grantee to carry out activities identified in the Grant Contract.

"Grantee" means an entity that receives State financial assistance.

“Local Government” has the meaning in G.S. 159-7(15)

"Non-State Entity" has the meaning in G.S. 143C-1-1(d)(18).

"Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.

“State financial assistance” means State funds disbursed as a grant, cooperative agreement, non-cash contribution, food commodities, or direct appropriation to a grantee or subrecipient as defined in this Contract.

"Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.

“State Funds” means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal and State funds maintain their identity as they are disbursed as financial assistance to other organizations.

"Subrecipient" means a non-State entity that receives State financial assistance from a Grantee to carry out part of a State program; but does not include an individual that is a beneficiary of such program.

## TERMS AND CONDITIONS

1. **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 Grantee, 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 Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.
2. **Grantee’s Duties:** The Grantee shall complete and submit to the Agency the “REQUEST FOR PAYMENT OF APPROPRIATION(S) FROM NORTH CAROLINA GENERAL FUND” form, created by North Carolina’s Office of State Budget and Management (OSBM), including the required enclosures.

The Grantee shall provide the services as described in Attachment A, Scope of Work and Description of Services and in accordance with the approved budget in Attachment B. The Grantee may make line item adjustments of less than ten percent (10%) for budgeted expenditures without prior approval from the Agency, except if the adjustment would exceed the total grant amount. For line item adjustments of ten percent (10%) or more for budgeted expenditures, the Grantee shall submit a written request for approval to the Agency and include a justification for the adjustment. Line item adjustments requiring approval shall be effective only upon a dually executed amendment between the parties, in accordance with Paragraph 21 of this Agreement. Amendments executed under this Paragraph shall include the new line item adjustment(s) (Attachment B) and any changes in the Scope of Work and Description of Services (Attachment A) related to the duties and services affected by the line item adjustment. An amendment that fails to comply with the requirements of this Paragraph shall not be binding upon the

parties. A violation of this Paragraph shall constitute a material breach and shall entitle the non-breaching party to all rights and actions available to it under the law.

In addition, the Grantee shall maintain all grant records for a period of five years or until all audit exceptions have been resolved, whichever is longer.

3. **Agency Duties:** Grants shall be paid at the direction of the Director of State Budget. The total amount paid by the Agency to the Grantee under this Contract is \$30,000. The Agency may provide monitoring and oversight through a combination of periodic e-mails, calls, visits, and review of reports, invoices and deliverables.
4. **Independent Contractor:** The Grantee 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 Grantee represents that it has, or shall secure at its own expense, all personnel required in performing the services under this Contract. Such employees shall not be employees of, or have any individual contractual relationship with, the Agency.
5. **Key Personnel:** The Grantee shall not substitute key personnel assigned to the performance of this contract without prior written approval by the Agency's Contract Administrator. The individuals designated as key personnel are those specified in Paragraph 34 of this Contract.
6. **Assignment:** No assignment of the Grantee's obligations or the Grantee's right to receive payment hereunder shall be permitted. However, upon written request approved by the Agency, the Agency may:
  - (a) Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
  - (b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s). In no event shall such approval and action obligate the Agency to anyone other than the Grantee and the Grantee shall remain responsible for fulfillment of all contract obligations.
7. **Beneficiaries:** Except as otherwise provided herein, 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 Agency and the named Grantee. 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 Agency and Grantee that any such person or entity, other than the Agency or the Grantee, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.
8. **Indemnification:** The Grantee shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Grantee in the performance of this Contract and that are attributable to the negligence or intentionally tortious acts of the Grantee.
9. **Termination by Mutual Consent:** The Parties may terminate this Contract by mutual consent with 60 days' written notice to the other Party, or as otherwise provided by law. In that event, all finished or unfinished deliverable items prepared by the Grantee under this Contract shall, at the option of the Agency, become its property. If the Contract is terminated by the Agency as provided herein, the Grantee shall be paid for services satisfactorily completed, less payment or compensation previously



made. Unexpended funds held by the Grantee shall revert to the Agency upon termination of this Contract.

10. **Termination for Cause:** If, through any cause, the Grantee shall fail to fulfill its obligations under this Contract in a timely and proper manner, the Agency shall have the right to terminate this Contract by giving written notice to the Grantee and specifying the effective date thereof. Unexpended funds held by the Grantee shall revert to the Agency upon termination of this Contract. In that event, all finished or unfinished deliverable items prepared by the Grantee under this Contract shall, at the option of the Agency, become its property and the Grantee 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 Grantee shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of the Grantee's breach of this Contract, and the Agency may withhold any payment due the Grantee for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined.

In case of default by the Grantee, the State may procure the services from other sources and hold the Grantee responsible for any excess cost occasioned thereby. The State reserves the right to require a performance bond or other acceptable alternative performance guarantees from successful offeror without expense to the State.

In addition, in the event of default by the Grantee under this Contract, the State may immediately cease doing business with the Grantee, immediately terminate for cause all existing contracts the State has with the Grantee, and de-bar the Grantee from doing future business with the State.

Upon the Grantee filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Grantee, the State may immediately terminate, for cause, this Contract and all other existing contracts the Grantee has with the State, and de-bar the Grantee from doing future business.

11. **Waiver of Default:** Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee 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 Agency and the Grantee and attached to the Contract.
12. **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 Agency.
13. **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.
14. **Survival of Promises:** Except as otherwise provided herein or unless superseded by applicable federal or State statute of limitations, all promises, indemnifications, requirements, terms conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Contract expiration or termination date.
15. **Copyrights and Ownership of Deliverables:** Any copyrighted material, patented or patent-pending invention, article, device or appliance deliverable in connection with this Contract are the exclusive

property of the Agency. The Grantee shall not assert a claim of copyright or other property interest in such deliverables.

16. **Federal Intellectual Property Bankruptcy Protection Act:** The Parties agree that the Agency 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.
17. **Compliance with Laws:** The Grantee 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.
18. **Equal Employment Opportunity:** The Grantee shall comply with all federal and State laws relating to equal employment opportunity. The Grantee shall take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.
19. **Access to Persons and Records:** The State Auditor and the Agency Internal Auditors 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 N.C.G.S §. 147-64.7. The Grantee shall retain all records for a period of five years following completion of the Contract. Additionally, as the State funding authority, the Agency shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.
20. **Record Retention:** Records created or obtained under this Contract shall not be destroyed, purged or disposed of without the express written consent of the Agency. 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.
21. **Amendment:** This Contract may not be amended orally or by performance. Amendments shall be made in writing on a form prepared by the Agency and duly executed by an authorized representative of the Agency and the Grantee.
22. **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.
23. **Headings:** The Section and Paragraph headings in these General Terms and Conditions are not material parts of the Contract and should not be used to construe the meaning of any text or content thereof.
24. **Certification Regarding Collection of Taxes:** N.C.G.S. § 143-59.1 bars the Secretary of Administration from entering into contracts with vendors that meet one of the conditions of N.C.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 Grantee certifies that it and all of its affiliates (if any) collect all required federal, State and Local taxes.

25. **Sales/Use Tax Refunds:** If eligible, the Grantee and all subrecipients 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 N.C.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.
26. **Travel Expenses:** Travel expenses shall not be reimbursed in the performance of this Contract. If travel is necessary in the performance of this Contract, it shall be included in the approved project budget and narrative.
27. **Entire Agreement:** This Contract and any documents incorporated specifically by reference represent the entire agreement between the Parties and supersede all prior oral or written statements or agreements. This Contract and any addenda thereto, are incorporated herein by reference as though set forth verbatim. 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.
28. **By N.C.G.S. §133-32,** it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor) to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies. This prohibition covers those vendors and contractors who:
- (1) have a contract with a government agency; or
  - (2) have performed under such a contract within the past year; or
  - (3) anticipate bidding on such a contract in the future.

The requirements of N.C.G.S. § 133-32 are hereby incorporated by reference, including any subsequent amendments thereto, and shall apply to all vendors and subcontractors under this Contract.

29. **Effective Period:** This Contract shall be effective upon signature by all Parties to this Contract and shall terminate upon final expenditure of all funds and submission of all reports as required by law.
30. **Conflict of Interest Policy:** Grantees shall have a policy addressing conflicts of interest that may arise involving the Grantee's management employees and the members of its governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the Grantee's employees or members of its board or other governing body, from the Grantee's disbursing of state funds and shall include actions to be taken by the Grantee or the individual, or both to avoid conflicts of interest and the appearance of impropriety.
31. **Requirements:** This Contract is subject to the reporting requirements described in the Notice of Certain Reporting and Audit Requirements (Attachment C).

The Grantee must ensure that grant funds dispersed under this Contract are audited in compliance with State and federal audit requirements for local governments and public authorities, institutions of higher

education, and nonprofit organizations, and, as applicable, according to the standards of the federal Single Audit Act and Circular A-133 “Audits of States, Local Governments, and Nonprofit Organizations” as supplied by the Executive Office of the President, Office of Management and Budget, Washington, DC.

- 32. **Disbursements:** As a condition of this Contract, the Grantee acknowledges and agrees to make disbursements in accordance with the following requirements:
  - (a) Implement adequate internal controls over disbursements;
  - (b) Ensure sufficient account coding information to provide for tracking of grant funds through the Grantee’s accounting system;
  - (c) Assure adequate control of signature stamps/plates;
  - (d) Assure adequate control of negotiable instruments; and
  - (e) Implement procedures to ensure that all account balances are solvent and reconcile the account monthly.
  
- 33. **Outsourcing/Assignability/Subcontracting:** The Grantee shall not subcontract any of the work contemplated under this Contract without prior written approval from the Agency. The Agency shall not be obligated to pay for any work performed by any unapproved subcontractor or subrecipient. The Grantee or subrecipient is not relieved of any of the duties and responsibilities of this Contract. Furthermore, any subrecipient must agree to abide by the standards contained in this Contract and to provide all information to allow the Grantee to comply with these standards.
  
- 34. **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 written notice to the other Party within 30 calendar days of such change.

**For the Agency:**

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name Title Joshua Davis, Chief Financial Officer  Agency Department of Natural and Cultural Resources 4605 Mail Service Center Raleigh, NC 27699-4605  Telephone 919-814-6725 Fax 919-733-6993 Email Joshua.Davis@ncdcr.gov	Name Title Joshua Davis, Chief Financial Officer  Agency Department of Natural and Cultural Resources Street Address 109 East Jones Street City, NC Zip Raleigh, NC 27601

**For the Grantee:**

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name: Deron Geouque  Title: County Manager GRANTEE NAME: Watauga County Address: 814 West King St Boone, NC 28607  Tel 828-265-8000	Email: <a href="mailto:deron.geouque@watgov.org">deron.geouque@watgov.org</a>

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

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

**In Witness whereof**, the Grantee and the Agency have executed this Contract in duplicate originals, with one original being retained by each Party.

**WATAUGA COUNTY**

\_\_\_\_\_  
Signature of Authorizing Official Date

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

**[CORPORATE SEAL] – (optional)**

**NORTH CAROLINA DEPARTMENT OF NATURAL AND CULTURAL RESOURCES**

\_\_\_\_\_  
Signature of Authorizing Official Date

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

\_\_\_\_\_  
Signature of the Chief Financial Officer Date

\_\_\_\_\_  
Printed Name Chief Financial Officer

**North Carolina Source of Funds:**

**Account Code: 536629**

**Attachment A  
Scope of Work**

The Grantee will use the Legislatively-directed grant from the Agency for renovations and improvements to the Western Watauga Community Center. The renovations include lighting upgrades, HVAC replacement and restroom improvements. The lighting upgrades include 80 surface mount LED fixtures, the HVAC replacement includes 2 heat pumps and the restroom improvements include 4 dispensers. The line-item budget details specific expenditures for the renovations and improvements.

The project will begin upon full execution of this grant contract and be completed by September 2019.

**Attachment B**  
**Line Item Budget and Narrative**

<b>Revenue</b>	
2018 Legislatively Directed Grant	\$30,000
<b>TOTAL</b>	<b>\$30,000</b>

<b>Expenditures</b>	
LED Lighting Upgrade HVAC Upgrade & Replacement Purchase & Install Automatic Paper Dispensers	\$30,000
<b>TOTAL</b>	<b>\$30,000</b>

The Grantee will cover any additional costs for renovations and improvements to the Western Watauga Community Center.



**Attachment C**  
**Notice of Certain Reporting and Audit Requirements**

The Grantee shall comply with the all rules and reporting requirements established by State statute or administrative rules. For convenience, the requirements are set forth in this Attachment.

**Reporting Thresholds.**

There are three reporting levels established for grantees and subrecipients receiving State financial assistance. Reporting levels are based on the level of State financial assistance from all funding sources.

The reporting levels are:

- (1) Level I – A grantee or subrecipient that receives, holds, uses, or expends State financial assistance in an amount less than twenty-five thousand dollars (\$25,000) within its fiscal year.
- (2) Level II - A grantee or subrecipient that receives, holds, uses, or expends State financial assistance in an amount of at least twenty-five thousand (\$25,000) or greater, but less than five hundred thousand dollars (\$500,000) within its fiscal year.
- (3) Level III – A grantee or subrecipient that receives, holds, uses, or expends State financial assistance in an amount equal to or greater than five hundred thousand dollars (\$500,000) within its fiscal year.

Reporting requirements for grantees that meet the following reporting standards on an annual basis:

- (1) All grantees and subrecipients shall provide a certification that State financial assistance received or, held was used for the purposes for which it was awarded.
- (2) All grantees and subrecipients shall provide an accounting of all State financial assistance received, held, used, or expended.
- (3) Level II and III grantees and subrecipients shall report on activities and accomplishments undertaken by the Grantee, including reporting on any performance measures established in this Contract.
- (4) Level III grantees and subrecipients shall have a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book.

All reports shall be filed with the Agency in the format and method specified by the Agency no later than three months following the end of the Grantee's fiscal year. Audits must be provided to the funding Agency no later than nine months following the end of the Grantee's fiscal year. The Grantee shall use the reporting package forms provided by the Agency in making and submitting reports to the Agency.

Unless prohibited by law, the costs of audits made in accordance with the provisions of this Contract shall be allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in the Code of Federal Regulations, 2 CFR Part 200. The cost of any audit not conducted in accordance with this Contract shall not be charged to State awards.

Notwithstanding the provisions of this Contract, a grantee may satisfy the reporting requirements of this Contract by submitting a copy of the report required under federal law with respect to the same funds.

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**AGENDA ITEM 12:**

**MISCELLANEOUS ADMINISTRATIVE MATTERS**

***A. Presentation of the FY 2020 Capital Improvement Plan (CIP)***

**MANAGER’S COMMENTS:**

The County Manager will present the FY 2019-2020 Capital Improvement Plan (CIP) for your review prior to discussion during the upcoming budget work sessions. A link to the FY 2019-2020 CIP and Budget documents will be provided on the day of the meeting.

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**AGENDA ITEM 12:**

**MISCELLANEOUS ADMINISTRATIVE MATTERS**

***B. Presentation of the Manager's FY 2020 Recommended Budget***

**MANAGER'S COMMENTS:**

The Manager will present his Recommended FY 2020 Budget at the meeting and review highlights. If you have questions, please feel free to call or discuss at the budget work sessions scheduled on Tuesday, May 8, 2019, beginning at 2:00 P.M. and Wednesday, May 9, 2019 at 9:00 A.M.

The Recommended Budget will be available for public inspection on the County's website, in the County Manager's Office, and at the public libraries located in Boone, Blowing Rock, and the Western Watauga Community Center.

A public hearing will be held on May 21, 2019, at 5:30 P.M. to allow citizen comment on the proposed budget.

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## **AGENDA ITEM 12:**

### **MISCELLANEOUS ADMINISTRATIVE MATTERS**

#### ***C. Proposed Lease Renewal with Cove Creek Preservation and Development (CCP&D)***

#### **MANAGER'S COMMENTS:**

On April 2, 2019 Mr. David Tyner, Cove Creek Preservation and Development Chairman, requested the Board extend the current lease. The current lease was scheduled to expire in 2022. However, due to the renovations and financial outlay of CCP&D; a request was being made to extend the lease to protect the investment being made.

Property owned by the County may be leased or rented for such terms and upon such conditions as the Board may determine, for up to ten (10) years. Property may be rented or leased only pursuant to a resolution of the Board authorizing the execution of the lease or rental agreement adopted at a regular Board meeting upon 10 days' public notice. Notice shall be given by publication describing the property to be leased or rented, stating the annual rental or lease payments, and announcing the Board's intent to authorize the lease or rental at its next regular meeting.

#### **Resolution of Watauga County Board of County Commissioners**

Pursuant to NCGS 160A-272, notice is hereby given that at the regular Commissioner Meeting of the Watauga County Board of County Commissioners on April 2, 2019 the Watauga County Board of County Commissioners adopted a resolution which authorized Deron T. Geouque, County Manager, of Watauga County to lease to the Cove Creek Preservation and Development all of that property known as the old Cove Creek School rock building, and Library, together with an area in front of said buildings to the paved street and together with an area in back of said buildings sufficient for maintenance purposes, and together with access to the use of the present sewer system with the understanding that Lessee shall maintain the sewer system. With the further understanding that this is a right to use said sewer system in common with both the grantor and grantee, herein, without any cost or charges to Lessor herein. Said property is further leased subject to any and all street, road right utility rights of way and easements of record. It further being understood and agreed, that if the cafeteria building should become available, the parties of the second part will give consideration to include the cafeteria building in the within lease (the "Leased Premises") located at 207 Dale Adams Rd, Sugar Grove, NC 28679 (the "Property") in Watauga County, North Carolina, and being for a term of ten (10) years. The rent to be paid by Cove Creek Preservation and Development to Watauga County during the term of the lease is One Dollar (\$1.00) per annum. The lease shall become effective ten (10) days after the publication of this notice and formal adoption of the lease by the Board of Commissioners.

CCP&D is requesting a new ten (10) year lease be authorized. The Board previously adopted the above resolution which was advertised for the ten (10) day required period. All of the conditions required for approval of the lease have been met. The lease may now be adopted.

Board approval is required to approve the lease as presented.

STATE OF NORTH CAROLINA

COUNTY OF WATAUGA

**Resolution of Watauga County Board of County Commissioners**

Pursuant to NCGS 160A-272, notice is hereby given that at the regular Commissioner Meeting of the Watauga County Board of County Commissioners on April 2, 2019 the Watauga County Board of County Commissioners adopted a resolution which authorized Deron T. Geouque, County Manager, of Watauga County to lease to the Cove Creek Preservation and Development all of that property known as the old Cove Creek School rock building, and Library, together with an area in front of said buildings to the paved street and together with an area in back of said buildings sufficient for maintenance purposes, and together with access to the use of the present sewer system with the understanding that Lessee shall maintain the sewer system. With the further understanding that this is a right to use said sewer system in common with both the grantor and grantee, herein, without any cost or charges to Lessor herein. Said property is further leased subject to any and all street, road right utility rights of way and easements of record. It further being understood and agreed, that if the cafeteria building should become available, the parties of the second part will give consideration to include the cafeteria building in the within lease (the "Leased Premises") located at 207 Dale Adams Rd, Sugar Grove, NC 28679 (the "Property") in Watauga County, North Carolina, and being for a term of ten (10) years. The rent to be paid by Cove Creek Preservation and Development to Watauga County during the term of the lease is One Dollar (\$1.00) per annum. The lease shall become effective ten (10) days after the publication of this notice and formal adoption of the lease by the Board of Commissioners.

**ADOPTED** this the 2nd day of April, 2019.



\_\_\_\_\_  
John Welch, Chairman  
Watauga County Board of County Commissioners

ATTEST:



\_\_\_\_\_  
Anita Fogle, Clerk to the Board



**(Cross Reference to Book of Records 474 at Page 891 and  
Book of Records 651 at Page 1, Watauga County Registry)**

**STATE OF NORTH CAROLINA**

**AMENDMENT TO LEASE AGREEMENT**

**COUNTY OF WATAUGA**

This **Amendment to Lease Agreement**, made this 7<sup>th</sup> day of May, 2019 by and between **Watauga County**, a North Carolina body politic, organized and existing under and by virtue of the laws of State of North Carolina, herein referred to as “Lessor”; and **Cove Creek Preservation and Development, Inc.**, a non-profit corporation organized and existing under and by virtue of the laws of the State of North Carolina, herein referred to as “Lessee”.

**BACKGROUND STATEMENT**

**WHEREAS**, the parties hereto entered into a Lease Agreement dated August 20, 1997 which was amended by Amendment to Lease Agreement dated September 22, 1998 as recorded at Book of Records 474 at Page 891 in the Watauga County Register of Deeds Office and Amendment to Lease Agreement dated March 23, 2000 as recorded at Book of Records 561 at Page 1 of the Watauga County Register of Deeds Office; and

**WHEREAS**, the parties hereto wish to further amend the Lease Agreement to extend the term of the lease for a period of ten (10) years, the maximum allowable pursuant to NCGS §160A-272(a); and

**WHEREAS**, the Lessor has advertised the proposed extension of the lease term as

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**Prepared by: di Santi Watson Capua Wilson & Garrett, PLLC  
P. O. Box 193, Boone, NC 28607**

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required by Article 12 of Chapter 160A of the General Statutes of North Carolina; and

**WHEREAS**, the parties hereto wish to amend the Lease Agreement to incorporate the extension of the lease term for a period of ten (10) years through, and including, May 6, 2029.

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants and benefits contained herein and recited in the Lease Agreement, as amended, as stated herein, the Lessor and Lessee agree as follows:

1. The lease term shall be extended for a period of ten (10) years commencing on May 7, 2019 and ending on May 6, 2029.
2. Section 16 of the lease regarding “notice” is amended as follows:

Lessee: Cove Creek Preservation and Development, Inc.  
253 William Hardy Mast Road  
Sugar Grove, NC 28679

Lessor: Watauga County Manager  
Watauga County Administration Building  
814 W. King Street, Room 205  
Boone, NC 28607

3. Except as amended herein, the Lease Agreement and amendments as stated herein, remain in full force and effect.

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**Prepared by: di Santi Watson Capua Wilson & Garrett, PLLC  
P. O. Box 193, Boone, NC 28607**

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LESSOR:

Watauga County, a North Carolina corporate body politic

By: \_\_\_\_\_  
John Welch, Chair of the Watauga County Board of County Commissioners

Attest:

\_\_\_\_\_  
Anita Fogle, Clerk to the Board of County Commissioners

(CORPORATE SEAL)

STATE OF NORTH CAROLINA, COUNTY OF WATUAGA

I, a Notary Public of the County and State aforesaid, certify that Anita Fogle, personally came before me this day and acknowledged that she is the Clerk to the Board of Commissioners for the County of Watauga, North Carolina, and that by authority duly given and as the act of said County, the foregoing instrument was signed in its name by the Chair of the Board of County Commissioners and attested by her as Clerk to the Board of Commissioners.

The signatory acknowledged to me that she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

Witness my hand and official stamp or seal, this the \_\_\_\_\_ day of May, 2019.

\_\_\_\_\_  
Notary Public

Print: Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

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**Prepared by: di Santi Watson Capua Wilson & Garrett, PLLC  
P. O. Box 193, Boone, NC 28607**

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LESSEE:

Cove Creek Preservation and Development, Inc.

By: \_\_\_\_\_  
\_\_\_\_\_ President

Watauga County, North Carolina

I certify that the following person, \_\_\_\_\_, President of Cove Creek Preservation and Development, Inc., personally appeared before me this day, acknowledging to me that he/she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

Date: \_\_\_\_\_

(Official Seal)

\_\_\_\_\_   
Print Name: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

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**Prepared by: di Santi Watson Capua Wilson & Garrett, PLLC  
P. O. Box 193, Boone, NC 28607**

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**AGENDA ITEM 12:****MISCELLANEOUS ADMINISTRATIVE MATTERS*****D. Proposed Appalachian Enterprise Center Lease Renewal with NC Works*****MANAGER'S COMMENTS:**

The lease with the High Country Workforce Development Board (HCWDB) for a portion of the Appalachian Enterprise Center (AEC) has expired. The County Attorney prepared the previous lease and staff has updated the lease to reflect the new terms. The lease amount is proposed at \$45,000 which would include utilities and maintenance and is consistent with the lease amount for incubator tenants.

Property owned by the County may be leased or rented for such terms and upon such conditions as the Board may determine, for up to ten (10) years. Property may be rented or leased only pursuant to a resolution of the Board authorizing the execution of the lease or rental agreement adopted at a regular Board meeting upon 10 days' public notice. Notice shall be given by publication describing the property to be leased or rented, stating the annual rental or lease payments, and announcing the Board's intent to authorize the lease or rental at its next regular meeting.

**Resolution of Watauga County Board of County Commissioners**

Pursuant to NCGS 160A-272, notice is hereby given that at the regular Commissioner Meeting of the Watauga County Board of County Commissioners on April 16, 2019 the Watauga County Board of County Commissioners adopted a resolution which authorized Deron T. Geouque, County Manager, of Watauga County to lease to the High Country Workforce Development Board (HCWDB) a portion of the Appalachian Enterprise Center (AEC) located at 130 Popular Grove Road Connector (the "Property") in Watauga County, North Carolina, and being for a term of three (3) years. The rent to be paid by High Country Workforce Development Board (HCWDB) to Watauga County during the term of the lease is forty-five thousand (\$45,000) per annum. The lease shall become effective ten (10) days after the publication of this notice and formal adoption of the lease by the Board of Commissioners.

The Board has already approved the above resolution and advertised for the ten (10) day period. The lease is now available for approval.

Board action is required to approve the lease with the High Country Workforce Development Board.

STATE OF NORTH CAROLINA

COUNTY OF WATAUGA

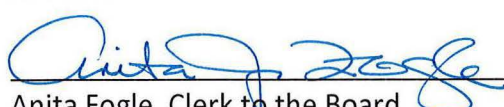
**Resolution of Watauga County Board of County Commissioners**

Pursuant to NCGS 160A-272, notice is hereby given that at the regular Commissioner Meeting of the Watauga County Board of County Commissioners on April 16, 2019 the Watauga County Board of County Commissioners adopted a resolution which authorized Deron T. Geouque, County Manager, of Watauga County to lease to the High Country Workforce Development Board (HCWDB) a portion of the Appalachian Enterprise Center (AEC) located at 130 Popular Grove Road Connector (the "Property") in Watauga County, North Carolina, and being for a term of three (3) years. The rent to be paid by High Country Workforce Development Board (HCWDB) to Watauga County during the term of the lease is forty-five thousand (\$45,000) per annum. The lease shall become effective ten (10) days after the publication of this notice and formal adoption of the lease by the Board of Commissioners.

**ADOPTED** this the <sup>16<sup>th</sup></sup>~~2<sup>nd</sup>~~ day of April, 2019.

  
\_\_\_\_\_  
John Welch, Chairman  
Watauga County Board of County Commissioners



ATTEST:  
  
\_\_\_\_\_  
Anita Fogle, Clerk to the Board

**APPALACHIAN ENTERPRISE CENTER  
LEASE AGREEMENT**

This lease agreement ("Lease") made and entered into this 18<sup>th</sup> day of March 2019, between Watauga County ("Landlord") and High Country Workforce Development Board herein referred to as "Tenant."

**Introduction**

Occupant is (choose one):

Resident Tenant client paying subsidized rents and services and agreeing to certain requirements  
Requirements regarding business operations.

Virtual Tenant client paying subsidized rents and services and agreeing to certain requirements  
Regarding business operations.

**Section 1. Lease**

1.1 The AEC in consideration of the rent and covenants to be kept and performed by both parties, hereby leases to tenant the space identified in Exhibit A consisting of approximately 2800 square feet ("premises") situated in the Town of Boone and the County of Watauga, North Carolina in the building known as the Appalachian Enterprise Center ("the Property"). The Tenant has inspected the Premises and has agreed to accept them in "as is" condition.

1.2 The Premises shall be used for and confined to the following operations and purposes:  
NCWorks Career Center.

The Tenant must obtain prior written approval of the Landlord for any alternate use. The Premises shall not be used, occupied or kept in violation of any law, municipal ordinance or regulation or in any manner which could create a hazard affecting the Landlord's insurance of the Property and /or the Premises.

1.3 The term of this Lease shall be for a period of thirty (30) months commencing on January 1, 2019. Subject to the terms and conditions set forth herein, this Lease shall automatically renew for additional one-year periods unless terminated herein. Should this Lease be renewed for a period extending over the Original Term, or any renewal term, the Landlord reserves the right to relocate Tenant to a comparable office if needed at the Landlord's expense. Notwithstanding the foregoing, the Landlord or Tenant may terminate this Lease upon the expiration of the Original Term, any renewal term, or upon the lack of availability of the State and Federal funds being provided to Tenant for the purpose set forth above, by providing the other party with written notice of termination not less than thirty (30) days prior to expiration of the current term.

**Section 2. Rent and Security Deposit**

- 2.1** For the premises and the Original Term set forth above, the Tenant agrees to pay the Landlord the annual amount of \$45,000.00 at the rate of \$3,750.00 per month, payable in advance on the first day of each calendar month. In the event possession is taken on a date other than the first day of the month, the rent shall be prorated for the period between the date of possession and the first day of the next calendar month. The rent for any renewal term shall be adjusted as follows:
- 2.1(a.)** Rent may be increased 10% or less per month for each renewal term after the 2<sup>nd</sup> renewal for the same amount of space and type of Tenant, in the sole discretion of the Landlord. If rent is to be increased for any renewal term, the Landlord shall provide notice of such increase to the Tenant at least thirty (30) days prior to the commencement of the renewal term. Should the Tenant require additional space in a subsequent Lease the appropriate discounts will be provided, and the increase shall be applied accordingly.
- 2.2** Fees for any services provided by the landlord to the Tenant and any other monies due to the Landlord under this Lease, shall be invoiced to the Tenant on the first business day of each month and shall be payable within five (5) days thereafter.
- 2.3** Any rental payment or fees for services or other monies not paid by the due date, including any grace period hereunder, shall be considered late. If any payment is not made on the due date, a five percent (5%) late charge will immediately be assessed upon the amount of the delinquent rent, fees or monies and the failure of the Tenant to promptly pay the same will constitute an event of default and shall entitle the Landlord to terminate this Lease as provided herein. In the event that it becomes necessary for the Landlord to initiate legal proceeding to collect any of the rents or fees payable under this lease, the Tenant will pay all reasonable and necessary expenses incurred by the Landlord in such legal proceedings, including attorney's fees.
- 2.4** A security deposit in the amount of one month's rent shall be provided by Tenant to the Landlord for the faithful performance by the Tenant of its obligations under this lease. No interest shall be paid on the Security Deposit. The Security Deposit shall be used for payment of past due rent or damages to the Premises, exclusive of normal wear and tear, which occur during the term of this Lease. The balance of the Security Deposit, if any, will be returned at the mailing address provided by the Tenant at the mailing address provided by the Tenant within thirty (30) days of the termination of this Lease.
- 2.5** Any payment due from the Tenant to the Landlord shall be made to:  
Watauga County (Check payable to Watauga County)  
c/o Watauga County Finance Department  
814 West King Street, Suite 216  
Boone, NC 28607



### Section 3. Common Areas

- 3.1 The Tenant shall have access to the restrooms, kitchen, hallways, conference rooms and such other areas as may be designated common areas on the Premises on a shared basis under the rules and regulations of the Landlord. These rules and regulations, as amended, shall be provided to the Tenant. Tenant shall comply with all such rules and regulations as promulgated.

### Section 4. Alterations and Additions

- 4.1 The Tenant shall make no alterations or improvements to the Premises, including but not limited to, the construction of additional walls or the moving of walls, during the term of this Lease without first obtaining the written consent of the Landlord. Unless the Landlord shall otherwise agree, Tenant shall be solely responsible for all costs and expenses for all such alterations and improvements. In addition, Landlord shall have the right, in its sole discretion, to require the Tenant to fund an interest-bearing escrow account to be used to reinstate and/or restore the Premises upon termination of this Lease. Any funds not used for such purpose shall be returned to Tenant within a reasonable time after termination of the Lease; subject, however, to any other rights of Landlord in or to such funds provided by law. Tenant may use Landlord's or its own contractor and subcontractors to perform the work requested provided all such workers have been approved in writing by the landlord and provide a Certificate of Insurance. The parties hereto agree that Landlord shall have complete control over all aspects of such alterations and improvements. Tenant shall indemnify and hold Landlords harmless for any claims or damages arising in connection with or related to such alterations and improvements as provided herein. Any alterations or improvements made by the Tenant, or on behalf of Tenant, shall become the property of the Landlord at the termination of the Lease without cost to the Landlord, unless the Landlord, in its sole discretion, directs the Tenant to remove such alterations and improvements from the Premises in which event the Tenant shall remove alterations, improvements and additions and restore the Premises to the same order and condition in which it was at the commencement of this Lease at the Tenant's sole cost and expense. Should the Tenant fail to do so the Landlord may do so and collect at its option, all costs and expenses thereof, in excess of any escrow funds set aside for such purpose, from the Tenant as additional rent. The Tenant shall pay all sums due and payable as a result of all alterations made to the Premises within (10) days from the date of a notice of bill for the same from the Landlord.

### Section 5. Utilities

- 5.1 The Landlord will pay for all changes assessed against the Premises during the term of this Lease for water, Heat and electricity. In the event that the Tenant installs any equipment resulting in a significant increase in the demand for power or cooling, the Tenant shall pay the additional cost of such power and cooling as an additional monthly rental payment to be determined by the landlord. The Tenant shall be responsible for paying current phone line installation charges and monthly service charges as well as the actual costs of all calls. In the event that the Tenant elects to move from the Premises to other premises within the property, the Tenant acknowledges that it will be liable for the foregoing Installation for each and every such move.

**Section 6. Moveable Furniture and Equipment**

- 6.1 All moveable furniture and equipment installed by the Tenant shall be removed at the expiration or earlier termination of this Lease provided the Tenant shall not at such time be in default under any covenant or agreement contained in this Lease; and provided that in the event of such removal, the Tenant shall repair any and all damages incurred to the Premises and/or Property to its original order and condition.**
- 6.2 Any such furniture or equipment not removed at or prior to termination shall be and become the property of the Landlord.**
- 6.3 The Tenant shall not install any furniture or equipment on the Premises or make any alterations to the Premises which may require any change in heating, air conditioning, electrical, water or sewer systems without the prior written approval of the Landlord.**

**Section 7. Maintenance and Repairs**

- 7.1 The Landlord shall keep in good repair the common areas, roof, walls, all electrical, heating, cooling and plumbing systems, gutters, downspouts and exterior painting. In addition, the Landlord will maintain the grounds of the Property, including snow removal and grass cutting. The Landlord shall not be liable (and shall assess the costs thereof to the Tenant) when any repair is made necessary by the negligent or willful acts or omission of the Tenant, its agents, invitees or employees, reasonable wear and tear expected. The Tenant will, at its own expense, keep the Premises in good repair for the term of this Lease and at the expiration of the Lease, deliver to the Premises to the Landlord in like condition as when taken, reasonable wear and tear excepted. Each day that the Tenant occupies the Premises it shall maintain the Premises in a clean, sanitary, neat and attractive condition. The Premises may contain a thermostat that regulates the heating and cooling systems in the Property. The Landlord shall determine the proper settings for the thermostats and the Tenant shall not change the settings without prior approval of the Landlord. The Landlord shall have access to the thermostat on a regular basis, daily if necessary to ensure that the thermostat is being maintained at the designated settings.**
- 7.2 The Tenant shall obtain the written approval of the Landlord prior to displaying any sign on the exterior or interior of the Premises. Any such sign must be of the size, color and style as the Landlord shall approve.**

**Section 8. Indemnification and Insurance**

- 8.1 The Tenant shall Indemnify and hold harmless and assume the defense of the Landlord, its agents, employees and officials, including the Manager of the Property from any and all claims, liabilities, judgments, costs, damages and expenses of any nature whatsoever, including the cost of defending such claims, which may accrue against, be charged to, recovered from or sought to be recovered from the Landlord, its agents, employees and officials, including the Manager of the Property by reason of or on account of any personal injury, sickness, or death of any person or damage to property arising from the Tenant's use and occupancy of the Premises and the operation of its business on the Property.**

**In order to affect the same. The Tenant agrees to purchase and keep in full force and effect at all times during the term of this Lease, commercial general liability insurance with limits of at least one million dollars (\$1,000,000.00) per occurrence for injuries to or death of persons, and at least one hundred thousand (\$100,000.00) per occurrence for damage to property. Such insurance shall name the Landlord, its agents, employees and Officials and the Manager of the Property as additional Insureds under the policy.**

**The Tenant shall be responsible for any damages if, its employees, agents, representatives or invitees may cause to the Premises or to any personal or other property belonging to the Landlord that may be on such Premises. Any insurance purchased by the Landlord covering the Premises or its contents will not provide any coverage for any property belonging to the Tenant. If the Tenant wishes such coverage for its property. It will be solely responsible for purchasing the same. Tenant hereby acknowledges that the property is located in the 100-year flood plain. Tenant is solely responsible for obtaining any flood insurance for its property.**

**All insurance policies required under this Lease shall provide that the Landlord shall be given thirty (30) days advance notice prior to the reduction of, or cancellation of, such insurance policies. A copy of the insurance policies or certificates showing the same to be in full force and effect shall be delivered to the Landlord before the Tenant's occupancy of the Premises.**

**Any deductibles or self-insured retentions applicable to required coverage shall be paid by the Tenant, and the Landlord shall not be required to participate therewith. The insurance required hereunder shall be primary and any insurance or self-insurance maintained by the Landlord shall be excess of the Tenant's insurance and shall not contribute therewith. Failure of the Tenant to comply with any reporting provisions of the insurance policies required hereunder shall not affect coverage provided to the Landlord. All rights and subrogation against the Landlord shall be waived. All coverages for subcontractors of the Tenant, if any shall be subject to all of the requirements stated herein.**

**The failure of the Tenant to maintain and pay all insurance premiums when due and payable shall be grounds for the immediate termination of this Lease by the Landlord, and contrary provisions contained herein notwithstanding.**

- 8.2** The Tenant hereby releases the Landlord, its agents, employees and officials, and the Manager of the Property from any liability or responsibility to the tenant or any other person, claiming through it by way of subrogation or otherwise, for any loss or damage to the Tenant's property or the property of any of its agents, employees, representatives or invitees which is brought on to the Premises, regardless of how such loss or damage may occur, even if such damage or loss may have been caused by flood or other casualty or by the negligence of the Landlord, its agents, employees or officials, or the Manager of the Property. It is expressly agreed and understood that the Tenant, its agents, employees, representatives or invitees, in bringing property in and onto the Premises do so at their own risk. It is further agreed and understood that the Landlord, its agents, employees and officials, and the Manager of the Property will not be liable to the Tenant for any business losses or damages to the property of the Tenant its employees, representatives, agents or invitees, occasioned by the acts or omissions of other businesses or person which may occupy the Property.
- 8.3** At any reasonable time the Landlord may enter the Premises to inspect and or make repairs necessary under the terms of this Lease. At any time within forty-five (45) days before the termination of this Lease, the Landlord may enter the Premises at reasonable hours to exhibit same to prospective Tenants. The Landlord reserves the right to inspect the Premises at all reasonable times in order to ensure that the Tenant is complying with the provisions of this Lease. The Landlord will provide the Tenant with keys giving access to the Premises in accordance with the attached "Key Agreement," a copy of which is attached hereto as Exhibit "C".

#### **Section 9. Subletting, Transferring, Assigning/Cancellation or Modification**

- 9.1** The Tenant agrees not to sublet, assign, transfer, or mortgage this Lease or sublet the Premises in whole or in part without the prior written consent of the Landlord.
- 9.2** In the event that the Tenant desires to change the size or location of the Premises leased under this Lease through either expansion of the existing Premises (where feasible) or relocation to another section of the Property, this Lease may be modified by the Tenant providing notice to the Landlord at lease forty-five (45) days prior to the date of modification, provided that a modified lease is successfully negotiated between the Landlord and the Tenant for the new premises.
- 9.3** Reserved.
- 9.4** The occurrence of any of the following conditions shall constitute an "Event of Default" under this Lease and shall entitle the Landlord at its option to terminate the Lease in which event the Tenant shall vacate the Premises within ten (10) days of the date of notice to vacate:
- 9.4(a)** The Tenant fails to pay within ten (10) days of the date due, any rent, service fees, or Other monies provided for in this Lease;
- 9.4(b)** The Premises are vacated even though the Tenant continues to pay stipulated monthly rent;

- 9.4(c) Any petition or other action is filed by or against the Tenant under any section or chapter of the Federal Bankruptcy Act;
- 9.4(d) The Tenant becomes insolvent or transfers property in fraud of creditors;
- 9.4(e) The Tenant fails to comply with any provision or covenant of this Lease, any Agreement attached hereto and/or any of the rules and regulations which may be Established by the Landlord from time to time;
- 9.4(f) The tenant is responsible for and fails to remove or satisfy any mechanic's lien or other claim or lien assessed or charged against or otherwise encumbering the Premises or Property within thirty (30) days after such lien or claim arises, or
- 9.4(g) To the extent applicable, the failure by the Tenant to abide by the terms of that certain Letter of Commitment between the Tenant and the Landlord attached hereto as Exhibit "B".

Should the Tenant fail to vacate the Premises upon notice of termination, the Landlord shall have the right to reenter the Premises and remove the Tenant and its effects without being liable for any damaged thereto. The failure by the Landlord to call for termination of the Lease at any time shall not constitute a waiver of the Landlord's right to do so at a subsequent time. Upon the occurrence of an Event of Default, in addition to termination, the Landlord shall also be entitled to recover from the Tenant all unpaid rent through the end of the term without exercising any attempt to mitigate such lost unpaid rent as well as any other sums for which the Tenant is liable under the terms of this Lease, including attorney's fee. The foregoing rights shall be in addition to, and not in lieu of, any other rights and remedies which the Landlord may be entitled to by law.

- 9.5 This Lease is binding on the respective heirs, successors, representatives and assigns of the parties hereto.

#### 10. Damage or Destruction of Premises

- 10.1 If the Premises shall be damaged or destroyed in whole or in part, by fire, Acts of God, war or casualty or any other means so as to make the same unusable, the Landlord shall have the option of repairing the Premises or of canceling this Lease in its entirety as of the date of the damage or destruction of the Premises. There shall be no obligation whatsoever on the Landlord to repair or rebuild the Premises in case of damage or destruction.

If the Landlord elects to repair or rebuild the damaged Premises, during the period that the Premises are untenable to the Tenant, the rent shall be abated until the Premises are restored to a good tenantable condition. If the Premises are unusable in part, the rent shall be prorated until the Premises can be restored to a good and tenantable condition provided that;

- 10.1(a) If any delay in repair or restoration is caused by the Tenant failing to adjust its own insurance or remove its damaged goods, equipment or other property within a reasonable time, the rent shall not abate during the period of such delay, or

**10.1(b) If any damage to the Premises is caused by the negligent or willful acts or omissions of the Tenant its agents or employees, there shall be no rent abatement.**

### **11. Subordination**

**11.1 The Tenant agrees that this Lease and its interest therein shall be secondary to any mortgage, deed of trust, or any other instrument of financing or refinancing now or hereafter placed on the Premises or on the land underlying the Premises and/or the Property. The Tenant agrees to execute and deliver to the Landlord any and all documents that may be required to show that the Tenant's rights hereunder are secondary.**

### **12. Rules and Regulations**

**12.1 The landlord shall have the right from time to time to promulgate and enforce rules and regulations with respect to the use and operation of the Premises, Property and common areas and to amend such rules and regulations from time to time. The Tenant shall faithfully observe and comply with these rules and regulations.**

**12.2 The Tenant recognizes the rights of the other tenants in the facility and will not disrupt, impede or otherwise interfere with the rights of other tenants in and to the facility by noise, objectionable use disregard for safety and cleanliness or any other action or behavior which might be objectionable, in Landlord's sole discretion, to other Tenants.**

**12.3 The Tenant shall not use any trademark, service mark, logo or trade name of the Landlord, nor shall the Tenant represent itself as having any business affiliation with the Landlord.**

### **13. Construction of Lease**

**13.1 The Laws of the State of North Carolina shall govern the validity interpretation, performance and enforcement of this Lease.**

**13.2 The titles and headings of this Lease are used only for convenience and are not to be construed as part of this Lease.**

**13.3 This Lease and its attachments, including the Key Agreement, shall be considered to contain the entire agreement between the Parties hereto pertaining to the Premises and all negotiations and all agreements acceptable to both parties included herein.**

**13.4 Wherever this Lease requires notice to be served on the Tenant or the Landlord, notice shall be sufficient if by actual delivery or if mailed by first class mail with postage fully prepaid to the following addresses and persons:**

**To Landlord:  
Watauga County  
c/o Joseph Furman  
331 Queen Street, Suite A  
Boone, NC 28607**

**To Tenant:  
High Country Workforce Development Board  
c/o Keith Deveraux  
468 New Market Blvd.  
Boone, NC 28607**

**14. Non-discrimination**

**14.1** The Tenant covenants and agrees that in its use, operation and occupancy of the Premises no person on the grounds of race, sex, color or national origin, shall be excluded from participating in, denied the benefits of, or otherwise be subjected to discrimination in the operation of the Tenant’s business and use of the Premises.

**14.2** The Tenant shall comply with al requirements, as may be applicable of the E-verify program for all its employee, contractors, and subcontractors. Tenant shall provide verification of compliance to Landlord as may be requested or required by Landlord from time to time.

**IN WITNESS WHEREOF, the parties hereto have executed this Lease on date first above written.**

**Landlord            Watauga County**

**By: \_\_\_\_\_ Date: \_\_\_\_\_**  
**John Welch, Chairman**  
**Watauga County Board of Commissioners**

**Attest:**

\_\_\_\_\_  
**Anita Fogle, Clerk to the Board**

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

\_\_\_\_\_  
**Misty Watson**  
**Watauga County Finance Officer**

**Date: \_\_\_\_\_**

**Tenant                            High Country Workforce Development Board**

**By: \_\_\_\_\_ Date: \_\_\_\_\_**  
**Keith X. Deveraux, Director**

**High Country Council of Governments**

**By: \_\_\_\_\_ Date: \_\_\_\_\_**  
**Julie Wiggins, Executive Director**

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**AGENDA ITEM 12:****MISCELLANEOUS ADMINISTRATIVE MATTERS*****E. Bid Award for Re-turfing of One of the Two Fields At Ted Mackorell Soccer Complex*****MANAGER'S COMMENTS:**

A committee consisting of county and ASU staff, along with High Country Soccer Association members has been meeting to select a vendor to replace the turf at one of the two soccer fields at the complex. The other field will be replaced in the next five (5) years. The current turf is approximately eleven (11) years old. The committee has met multiple times over the past several months reviewing and analyzing the different vendors with each given the opportunity to meet to discuss their product. High Country Soccer handled the bid process. Three bids were received from AstroTurf, FieldTurf, and Medallion. AstroTurf's bid in the amount of \$411,000 was selected as the committee's recommendation based on the maintenance package and a sweeper/brush that was included. Funds would be allocated from the administrative contingency.

Board approval is requested to accept AstroTurf's bid in the amount of \$411,000 with the county to pay 1/3 or \$137,000 and allocate the funds from the administrative contingency.

## **Deron.Geouque**

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**From:** Rick Suyao <rick@hcsoccer.com>  
**Sent:** Friday, April 26, 2019 10:58 AM  
**To:** Deron.Geouque  
**Subject:** turf bids for TMSC  
**Attachments:** REVISED-AstroTurfProposal.pdf; REVISED-FieldTurfProposal.pdf; REVISED-MedallionProposal.pdf

Hi Darren,

Attached are the latest proposals from all 3 turf vendors to return the stadium field at TMSC. Below are basic specs of each proposal with some added info...

### **AstroTurf**

Quote: \$411,000 (1/3 = \$137,000), 8 year warranty  
 For ASU, an additional \$11,859 to add the "A" logo.  
 Product: AstroTurf RootZone 3D3 Blend 52 Trionic  
 Pile Height: 2"  
 Infil Weight: 4.8 lbs/sq. ft.  
 Pile Weight: 52 oz/sq. yard  
 Maintenance: Includes annual field inspection and deep cleaning with their commercial groomer (AstroTurf Sport Champ Machine). Also includes a sweeper/brush (model TCA 1400) for us to do our own maintenance.

### **FieldTurf**

Quote: \$425,000, (1/3 = \$141,666), 8 year warranty  
 For ASU, an additional \$10,000 to add the "A" logo.  
 Product: AFieldTurf FTRV360-57  
 Pile Height: 2.25"  
 Infil Weight: 8.4 lbs/sq. ft.  
 Pile Weight: 38 oz/sq. yard  
 Total System Weight: 1270 oz/sq. yard  
 Maintenance: Does not include a maintenance plan (will come to site to do repairs as needed; cost varies per repair). Also recommends we purchase a sweeper/brush (model GroomRight/SweepRight) for \$7,500 for us to do our own maintenance.

### **Medallion**

Product and quote:  
 Medallion Maxplay XP 2.0 = \$331,530, 8 year warranty  
 Shaw Momentum HP 2.0 = \$354,290, 8 year warranty  
 Shaw Legion HP 2.0 = \$367,142, 8 year warranty  
 Greensfield Ironturf 2 = \$460,582, 10 year warranty  
 Maintenance: No maintenance included.

Below are my additional comments...

- Medallion's top-of-the-line product (Greensfield Ironturf) is comparable to the products AstroTurf and FieldTurf are proposing. AstroTurf and FieldTurf also have lower level products comparable to Medallion's, but we narrowed the choices to their "higher quality" products.
- Medallion is the current and original turf on the fields. It is 11 years old. There have been many places on the field that have been patched or repaired. Other than those repairs, the usability of the turf has held up.
- HCSA has worked with AstroTurf doing maintenance/repairs on the current fields (Medallion product) for the past 8 years. They have local maintenance workers based in Sparta (about an hour away) and have shown they can be here and do quality work within hours of a call in case of an emergency.



The first name in turf  ...and all that's around it.

**\*\*Revised**

April 5, 2019

**Project:** Appalachian State University Soccer Fields

**Location:** Boone, NC

**Scope of Work:** Synthetic Turf Field Replacement

**Field Area:** (2) Soccer Field (Approximately 107,000 Square Feet Per Field)

**AstroTurf Corporation** appreciates the opportunity to provide you with a proposal for **AstroTurf Synthetic Turf** to be installed at **Appalachian State University** in **Boone, NC**. Our quote includes all labor, materials, tools and equipment necessary to install in-place the synthetic turf applications (in accordance with our published product specifications) and described as follows:

**Break Out Pricing (Does not include logo)**

*Pricing for each field individually*

**AstroTurf RootZone 3D3 Blend 52 Trionic – 2”**

**Cost: \$411,000.<sup>00</sup>/Per field**

**Combined Field Pricing (Does not include logo)**

*Pricing for both fields to be built simultaneously*

**AstroTurf RootZone 3D3 Blend 52 Trionic – 2”**

**Cost: \$799,889.<sup>00</sup>**

**Add for the Appalachian “A” Centerfield logo**

**ADD: \$11,859.<sup>00</sup> Each**

*Price to add (1) logo to any of the chosen options*

Below are complimentary services that AstroTurf will provide an no charge to enhance a safe and fun playing surface at Appalachian State University. These services will also be extended to any other AstroTurf manufactured and installed playing surfaces on campus.

**Additional Items**

- Annual field inspection during the life of the warranty (years 1-8)
- Deep clean playing field using the AstroTurf Sport Champ Machine during years 2, 4, 6, and 8
  - **Value of \$16,000.<sup>00</sup>**



2680 Abutment Road, Dalton, GA 30721  
 TF. (800) 723-TURF (8873) help@astroturf.com

**General Inclusions**

- Demo and dispose of existing synthetic turf
- Provide minor remediation of existing stone base up to 40 tons of stone per field
- Samples, submittal information, and shop drawings as required
- **AstroTurf** Installation of selected **AstroTurf Synthetic Turf System** by manufacturer-certified crews
- Inlaid markings for the sport of Soccer
- All inlaid markings and main seams to be installed using AstroFusion Pro
- An infill of ambient rubber and silica sand at the manufacturer-approved weights and ratios for the selected **AstroTurf Synthetic Turf System**
- (1) G-max test at completion
- **AstroTurf's Standard (8) Year Warranty**
- Private/Non-Prevailing Wages
- Cleanup and disposal of our debris into dumpsters
- Pricing is based on standard color palette
- AstroTurf employs an ASBA Certified Field Builder – Synthetic Fields on staff
- TCA 1400 Turf Sweeper & Groomer Unit (\$3,500)
- Includes Sales Tax

**Financing Information**

- AstroTurf offers financing through PNC Bank
- Payments Schedules-36 month, 48 month, 60 month and 84 month
- Financing rates may vary upon credit check
- Approximate Financing Plan
 

<i>36 Month, 2.995%</i>	<i>\$4,458.32 per month</i>
<i>48 Month, 2.304%</i>	<i>\$3,429.71 per month</i>
<i>60 Month, 1.890%</i>	<i>\$2,813.43 per month</i>
<i>84 Month, 1.420%</i>	<i>\$2,113.79 per month</i>

Estimated By:  
Colbin Kepley  
[ckepley@astroturf.com](mailto:ckepley@astroturf.com)  
(336) 238-9060

Submitted By:  
Garrett Bare  
[gbare@astroturf.com](mailto:gbare@astroturf.com)  
(336) 468-7239

### Exclusions

- Any survey, layout, certification, testing, or inspection costs, other than those associated with visual base inspection
- Bonds or Bond cost (ADD 1.5%)
- Any sports equipment/maintenance equipment not stated in scope
- Design/ construction drawings and/ or permitting for SWPPP
- Silt Fence/Inlet protection
- Exfiltration/Infiltration trenches
- Chain – link fence work of any kind
- Infiltration testing
- Hydrology Study/ Engineered plans
- Prevailing/ Union Wages
- Fees and/or permits of any kind
- Asphalt work of any kind
- Any and/or all synthetic track surfacing
- All brick and/or masonry work
- Provision or installation of any scoreboards, clocks, etc. not stated in scope
- Exclude excavation, disposal or replacement of any unstable/unsuitable soils
- Repair or patching of any existing concrete or asphalt paving
- Locating, relocation, removal, and/or repair of any existing utilities
- Supply and/or installation of electrical lines
- Liquidated damages surcharges
- Rock/difficult excavation or trenching unable to be performed utilizing a 12,000 lb excavator
- Anything not specifically included in stated scope of work

Our proposal is submitted based on our assumption that all owner-approved net payments will be received within (30) days of the approval date, and that final payment will be released to us within thirty (30) days of the completion of all final punch list items as certified by owner



April 18, 2019

## **PRICING PROPOSAL FOR APPALACHIAN STATE SOCCER FIELDS**

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FieldTurf is pleased to offer to supply and install the following high performance artificial infilled grass surface.

<b>Field Name</b>	Appalachian State Soccer Field 1
<b>Turf System</b>	FieldTurf FTRV360-57
<b>Square Footage</b>	*107,250 SF
<b>Field Markings</b>	Soccer
<b>Price</b>	\$425,000.00

\*Price is based on square footage above

<b>Field Name</b>	Appalachian State Soccer Field 2
<b>Turf System</b>	FieldTurf FTRV360-57
<b>Square Footage</b>	*107,250 SF
<b>Field Markings</b>	Soccer
<b>Price</b>	\$435,000.00

\*Price is based on square footage above

### **Product Details**

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FieldTurf, the worldwide leader in artificial turf, is pleased to offer the FieldTurf XM7-57 system, with the following product characteristics:

Pile Height:	2.25 Inches
Infill Weight:	8.4 lbs/ft <sup>2</sup>
Pile Weight:	38 oz/yd <sup>2</sup>
Total System Weight:	1270 oz/yd <sup>2</sup>





### Voluntary Alternates

<b>Equipment: GroomRight</b>	<b>ADD \$5,000.00</b>
<b>Equipment: SweepRight</b>	<b>ADD \$2,500.00</b>

### Price Includes:

- a) Removal and Responsible Disposal of Existing Synthetic Turf Fields;
- b) Installation of the artificial in-filled grass surface upon a suitable base;
- c) An eight (8) year 3rd party pre-paid insured warranty on the FieldTurf artificial grass surface;
- d) One set of inlaid soccer markings for Appalachian State Soccer Field 1 and Field 2
- e) One inlaid center logo for FIELD 2: "A", 30'

### Price does not include:

- a) The base upon which the FieldTurf field will be placed. FieldTurf shall not be responsible for the planarity, the stability, the porosity, nor the approval of the base upon which the FieldTurf surface will be installed, the drainage system, nor any construction or modification of existing installations around the fields.
- b) FieldTurf is not altering or improving the existing drainage under the existing turf limits. No removal, milling, ponding, flooding or corrections within the existing drainage is included and any existing conditions will remain the responsibility of the owner.
- c) The supply or installation of field perimeter curbing.
- d) Replacement or modification to the existing perimeter nailer board.
- e) Any costs associated with necessary charges relating to the delineation of the field.
- f) The supply of manholes or clean-outs or grates, or supply of the manhole covers; and
- g) Any alteration or deviation from specifications involving extra costs, which alteration or deviation will be provided only upon executed change orders, and will become an extra charge over and above the offered price.
- h) Any electrical work
- i) Unsuitable soils: once subgrade has been established, a proof roll will be performed to ensure structural stability of the soils; in the event that unsuitable soils are encountered, a price to remedy these areas can be negotiated.
- j) Relocation, removal and repair of existing utilities not limited to electrical conduits, power poles, water, sewer, gas, cable, telephone, owner placed conduits or communication feeds within the field of play





- k) Design services and construction documentation, including, but not limited to: conceptual drawings/preliminary design; construction drawings; storm water management; submittal reviews and processing; architectural/engineering inspections; soil borings; professional survey; and as-built drawings.
- l) Unless otherwise specified, does not include any G-max testing.
- m) Site security.
- n) Small vehicle to tow FieldTurf maintenance equipment.
- o) Logos or additional sport markings other than noted as included
- p) Use Tax on Materials. Owner to provide E-595 (Streamlined Sales & Use tax agreement CERTIFICATE OF EXEMPTION)**
- q) All applicable taxes, bonding fees, prevailing wages, union labor or other labor law levies.

*The price is valid for a period of 90 days. The price is subject to increase if affected by an increase in raw materials, freight, or other manufacturing costs, a tax increase, new taxes, levies or any new legally binding imposition affecting the transaction. The price of the base preparation is subject to increase in the event FieldTurf encounters any of the following site conditions: soil contamination; bedrock; unknown utilities; underground springs; unstable or unsuitable ground; and any concealed or unknown conditions*

Please feel free to reach out to any member of our project team with questions about our offer:

Natalie Crisci  
 Project Manager  
 514-375-2575  
[ncrisci@fieldturf.com](mailto:ncrisci@fieldturf.com)

Donnie Suttles  
 Regional Sales Representative  
 828-460-1916  
[Donnie.Suttles@fieldturf.com](mailto:Donnie.Suttles@fieldturf.com)

Thank you again for your interest in FieldTurf, we look forward to working with you.

Per: \_\_\_\_\_  
**Marie-Christine Raymond, Director of Operations**  
 FieldTurf USA, Inc.

**Conditions** \_\_\_\_\_

Notwithstanding any other document or agreement entered into by FieldTurf in connection with the supply and installation only of its product pursuant to the present bid proposal, the following shall apply:







- a) This bid proposal and its acceptance is subject to strikes, accidents, delays beyond our control and *force majeure*;
- b) Final payment shall be upon the substantial completion of FieldTurf's obligations;
- c) Accounts overdue beyond 30 days of invoice date will be charged at an interest rate of 10% per annum.
- d) FieldTurf requires a minimum of 21 days after receiving a fully executed contract or purchase order and final approvals on shop drawings to manufacture, coordinate delivery and schedule arrival of installation crew. Under typical field size and scenario, FieldTurf further requires a minimum of 28 days per field to install the Product subject to weather and *force majeure*.
- e) FieldTurf requires a suitable staging area. Staging area must be square footage of field x 0.12, have a minimum access of 15 feet wide by 15 feet high, and, no more than 100ft from the site. A 25 foot wide by 25 foot long hard or paved clean surface area located within 50 feet of the playing surface shall be provided for purposes of proper mixing of infill material. Access to any field will include suitable bridging over curbs from the staging area to permit suitable access to the field by low clearance vehicles.
- f) This proposal is based on a single mobilization. If the site is not ready and additional mobilizations are necessary, additional charges will apply.
- g) FieldTurf shall not be a party to any penalty clauses and/or liquidated damages provisions.
- h) FieldTurf shall be entitled to recover all costs and expenses, including attorney fees, associated with collection procedures in the event that FieldTurf pursues collection of payment of any past due invoice.
- i) All colors are to be chosen from FieldTurf's standard colors.

### **The FieldTurf Quality Guarantee**

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To achieve unmatched quality and level of performance, we have invested heavily in modernizing our plants with the latest fiber manufacturing, coating and tufting technologies along with top manufacturing talent, and specialized installation equipment. Our dedicated CAD-based design department supports customization for each client, and our experts ensure timely delivery and installation on every project.

The world leader in artificial turf innovation is ISO 9001, ISO 14001 and OHSAS 18001 certified **for its leadership in quality, environment and safety management systems**. FieldTurf's Calhoun facility represents the only artificial turf manufacturing operation in North America to have received these ISO certifications.

**FieldTurf has taken the necessary steps to ensure that your project will run smoothly and that the quality promised will be the quality delivered.**





Date: March 13, 2019  
 RE: Synthetic Turf Fields  
 Quote: 1903-007 Rev#1

The following is a budget proposal by Medallion to supply and install synthetic turf at Ted McKorrell Soccer Complex located in Boone, NC. Upon acceptance of this proposal, Medallion will provide all materials, equipment and labor as outlined below. The scope of this proposal includes the following:

**Ted McKorrell Turf Replacement Scope of Work**

- Medallion to remove and dispose of the existing artificial turf and infill as necessary.
- Medallion to redress base layer and level as needed for turf placement. Repairs beyond this scope may require an additional charge.
- Supply & install approx. 210,600 sqft of synthetic turf system with combination SBR and sand infill. Turf color to be chosen from standard color line.
- Note: Assumes re-using some of the existing infill in the base layer but using all new for SBR for the top cushioning layer.
- Supply & install permanent game lines for soccer on each field. Turf color to be chosen from standard color line.

**Option #1: Medallion Maxplay XP 2.0**

- Supply and install approx. 210,600 sqft of **Medallion Maxplay XP 2.0**, 44 oz. face weight, 3-layer backing, 20oz. secondary backing synthetic turf system with combination SBR and sand infill. Turf color to be chosen from standard color line.
- 8-yr warranty included.

**Option #1 Total ..... \$ 645,060.00**  
 (Varsity field: \$331,530.00; Recreation Field: \$ 313,530.00)

**Option #2: Shaw Momentum HP 2.0**

- Supply and install approx. 210,600 sqft of **Shaw Momentum HP 2.0** synthetic turf system with combination SBR and sand infill. Turf color to be chosen from standard color line.
- 8-yr warranty included.

**Option #2 Total ..... \$ 690,580.00**  
 (Varsity field: \$354,290.00; Recreation Field: \$ 336,290.00)

**Option #3: Shaw Legion HP 2.0**

- Supply and install approx. 210,600 sqft of **Shaw Legion HP 2.0** synthetic turf system with combination SBR and sand infill. Turf color to be chosen from standard color line.
- 8-yr warranty included.

**Option #3 Total ..... \$ 716,285.00**  
 (Varsity field: \$367,142.00; Recreation Field: \$ 349,143.00)

**Option #4: Greenfields Ironturf 2"**

- Supply and install approx. 210,600 sqft of **Greenfields Ironturf 2"** synthetic turf system with combination SBR and sand infill. Turf color to be chosen from standard color line.
- 10-yr Non Pro-rated warranty.

**Option #4 Total ..... \$ 901,165.00**  
 (Varsity field: \$460,582.00; Recreation Field: \$ 440,583.00)

Medallion Athletic Products, Inc. 150 River Park Road Mooresville, NC 28117  
 (P) 704.660.3000 (F) 704.660.3001  
 www.medallionathletics.com

Notes:

- Pricing does not include bonding, although Medallion is bondable at an additional cost.
- Pricing does not include any sport equipment.
- Pricing does not include handling or hauling of any hazardous or regulated materials.
- Pricing does not include any drainage.
- Utility disconnects are not included in scope or pricing.
- Rock or repair of unsuitable soil will be an extra charge.
- Excludes prevailing wages, union wages, or certified payroll
- Pricing does not include fencing and irrigation.
- Price assumes access to the job site 24 hours a day, 7 days a week.
- Pricing is good for 90 days.
- Freight pricing is FOB jobsite.

Thank you for allowing Medallion the opportunity to provide you with this budget quote. Medallion specializes in solutions for athletic facilities and surfacing while delivering extensive expertise, comprehensive project management and excellence in service to our customers. If you have any questions please don't hesitate to contact me.

Todd Penley  
V.P. of Business Development  
(704) 200-8770

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**AGENDA ITEM 12:****MISCELLANEOUS ADMINISTRATIVE MATTERS*****F. Boards and Commissions*****MANAGER'S COMMENTS:****Boone Rural Fire Protection Service District Board**

Each Commissioner nominates a representative to the Boone Rural Fire Protection Service District Board whose terms run concurrent with the term of the appointing Commissioner. Boone Rural Fire Service District Board members must own property and reside within that Fire Service District.

**Economic Development Commission**

Three (3) terms on the Economic Development Commission will expire in June. Mr. Tad Dolbier has served one (1) term, is eligible for another, and would like to be reappointed. The terms of Mr. Doug McGuire and Mr. Ray Cameron are also expiring. Mr. McGuire has not attended a meeting since January, 2017. Mr. Cameron has not attended since January, 2018, and had previously informed me of his intention to move towards retirement and to be in town less frequently. During the past several months, two (2) volunteer applications have been received and are attached. Also attached is a current roster. Terms are three (3) years with a limit of two (2) consecutive terms.

## WATAUGA COUNTY ECONOMIC DEVELOPMENT COMMISSION

METHOD OF APPOINTMENT:	One member is a County Commissioner; thirteen members appointed by BCC. All vote.
COMPENSATION TO MEMBERS:	None
REGULAR MEETING TIME & PLACE:	2 <sup>nd</sup> Thursday July, September, November, January, March, May 3:00 pm Appalachian Enterprise Center conference room

<u>Present Members</u>	<u>Appointed</u>	<u>Term Expires</u>
Ray Cameron (Appointed by County)	6/16 3 year term 1 <sup>st</sup> term	June 2019
James Bance (Appointed by County)	6/17 - 3 year term 1st term	June 2020
Erik Lanier (Appointed by County)	12/17 - 3 year term 1 <sup>st</sup> term	June 2020
Angela Weaver (Appointed by County)	6/18 1st term	June 2021
Hodges, Tim (Appointed by County)	6/15 -3 year term 2 <sup>nd</sup> term	June 2021
Wallace Greer (Appointed by County)	2/18 completing term	June 2020
Kaudelka, Walter (Appointed by County)	6/11 – 3 year term 2nd term	June 2020
Tad Dolbier (Appointed by County)	6/16 -3 year term 1st term	June 2019
Doug McGuire (Appointed by County)	6/16 – 3 year term 1st term	June 2019

Larry Turnbow, Commissioner\*\*; a Boone Town Council representative, the Directors of Boone and Blowing Rock Chambers of Commerce and ASU Chancellor's designee serve as voting members.

\* Beginning with those whose terms expire in 1992, the EDC By-laws were changed to limit terms of members serving to two consecutive three-year terms. (Approved by BCC July 23, 1991.)

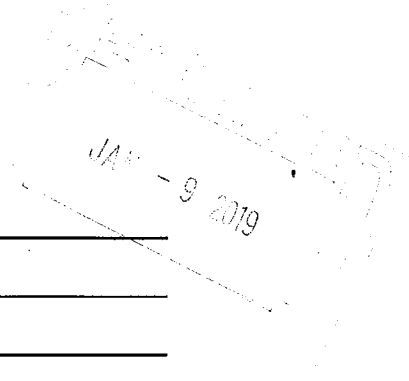
\*\* A member of the Board of Commissioners is appointed each December to serve on this Board.

Volunteer Application  
Watauga County Boards And Commissions

050719 BCC Meeting

If you are a Watauga County resident, at least 18 years old, and willing to volunteer your time and expertise to your community, please complete the application below and click on Print Form. Please sign and mail or fax to:

Watauga County Commissioners' Office  
814 West King Street, Suite 205  
Boone, NC 28607  
Phone: (828) 265-8000  
Fax: (828) 264-3230



Name: Savannah Garland  
Home Address: 142 South Slope Loop  
City: Foscoe Zip: 28604  
Telephone: (H) 423-737-0966 (W) \_\_\_\_\_ (Fax) \_\_\_\_\_  
Email: garlandsg100@gmail.com  
Place of Employment: Waterfront Group - Eagles Nest  
Job Title: Rental Coordinator

In Order To Assure County wide Representation Please Indicate Your Township Of Residence:

- |                                     |                                    |  |
|-------------------------------------|------------------------------------|--|
| <input type="radio"/> Bald Mountain | <input type="radio"/> Stony Fork   | <input checked="" type="radio"/> Watauga |
| <input type="radio"/> New River     | <input type="radio"/> Brushy Fork  | <input type="radio"/> Cove Creek         |
| <input type="radio"/> Beaver Dam    | <input type="radio"/> Meat Camp    | <input type="radio"/> Shawneehaw         |
| <input type="radio"/> Blue Ridge    | <input type="radio"/> Blowing Rock | <input type="radio"/> Laurel Creek       |
| <input type="radio"/> Elk           | <input type="radio"/> North Fork   | <input type="radio"/> Boone              |

In addition, Please Indicate If You Live In One Of The Following Areas:

- |   |  |
|---|--|
| <input checked="" type="radio"/> Foscoe-Grandfather Community | <input type="radio"/> Valle Crucis Historic District |
| <input type="radio"/> Howards Creek Watershed                 | <input type="radio"/> Winklers Creek Watershed       |
| <input type="radio"/> South Fork New River Watershed          | <input type="radio"/> Extraterritorial Area          |

We Ask Your Help In Assuring Diversity Of Membership By Age, Gender, And Race, By Answering The Following Questions

- |   |  |                                |
|---|--|--------------------------------|
| Gender                                  | Ethnic Background                          |                                |
| <input type="radio"/> Male              | <input type="radio"/> African American     | <input type="radio"/> Hispanic |
| <input checked="" type="radio"/> Female | <input checked="" type="radio"/> Caucasian | <input type="radio"/> Other    |
|   | <input type="radio"/> Native American      |                                |

Please List (In Order Of Preference) The Boards/Commissions On Which You Would Be Willing To Serve.

1. Economic Development Commission
2. Foscoe/Grandfather Community Council
3. Recreation Commission

Volunteer Application  
Watauga County Boards And Commissions  
(Continued)

Please list any work, volunteer, and/or other experience you would like to have considered in the review of your application.

Work  
Experience:

- Researched and analyzed placemaking as an economic development strategy for my capstone
- Partnered with Appalachian State to bring awareness, resources, and opportunities to 50+ local nonprofits
- Promoted relationships with Appalachian State University students and the community
- Researched potential donors and small businesses for partnerships with local nonprofits
- Plan and coordinate 12 professional development workshops for 50 different nonprofits
- Organize and lead three volunteer events matching 90+ students with five locations

Volunteer  
Experience:

- Volunteered 500 hours at The River nonprofit as a Social Worker student
- Volunteered 60 hours at the Boys and Girls Club as the Health teacher
- Supervised volunteer committees: Leigh Lane Day of Service and Farm Day
- Lead Local Issue Coffee Hour dialogues
- Produced professional development workshops for local nonprofits to attend

Other  
Experience:

- Researched towns in five different states comparing economic development approaches
- Examined the role Town Managers have in economic development
- Analyzed fieldwork and wrote annotated bibliographies

Other  
Comments:

I have recently graduated from Appalachian State with my Masters in Public Administration. I would love to learn and gain more experience in economic development, planning, and parks and rec here in the community.

Signature: Savannah Furland

Date: 1/4/19

Print Form

Reset Form



# Savannah Grace Garland

142 S. Slope Loop #3, Banner Elk, NC, 28604 | 423.737.0966 | [garlandsg100@gmail.com](mailto:garlandsg100@gmail.com)

## EDUCATION

### APPALACHIAN STATE UNIVERSITY, Boone, NC

*Master of Public Administration (MPA)*

Grad May 2018

Concentration in Public Management

### EAST TENNESSEE STATE UNIVERSITY, Johnson City, TN

*Bachelor of Science in Social Work (BSW)*

Grad May 2016

Minor in Women Studies

## EXPERIENCE

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### COMMUNITY DEVELOPMENT

- Researched and analyzed placemaking as an economic development strategy for my capstone
- Partnered with Appalachian State to bring awareness, resources, and opportunities to 50+ local nonprofits
- Promoted relationships with Appalachian State University students and the community
- Researched potential donors and small businesses for partnerships with local nonprofits
- Volunteered 500 hours at The River nonprofit as a Social Worker student
- Volunteered 60 hours at the Boys and Girls Club as the Health teacher

### LEADERSHIP

- Supervised volunteer committees: Leigh Lane Day of Service and Farm Day
- Lead Local Issue Coffee Hour dialogues
- Produced professional development workshops for local nonprofits to attend
- Oversaw the advertising for grants and narrowed down the qualifying recipients
- The BSW student representative on the inaugural Self-Care Initiative team at ETSU

### EAGLES NEST, Banner Elk, NC

*Rental Coordinator/Recreational assistant /Event Staff*

2015-Current

- Coordinate rental property bookings and maintenance for property owners
- Work independently planning activities and leading recreational games
- Coordinate and prepare events for over 100+ people
- Work on trail markings and trail maintenance

### APPALACHIAN STATE UNIVERSITY, Boone, NC

*Graduate Assistant, Community Engagement*

Aug 2016 – May 2018

- Plan and coordinate 12 professional development workshops for 50 different nonprofits
- Organize and lead three volunteer events matching 90+ students with five locations
- Develop an understanding of nonprofit by subcommittee management, event marketing, and overall communication.
- Manage three different web pages and oversee an email listserv of 110+ partners

*Independent Study Research*

Summer 2017

- Researched towns in five different states comparing economic development approaches
- Examined the role Town Managers have in economic development
- Analyzed fieldwork and wrote annotated bibliographies

**LEGACY ART FARM, Banner Elk, NC**

*Internship*

Summer 2017

- Demonstrated initiative by working independently
- Planned and coordinated kick-off fundraiser
- Researched potential donors and kept an organized list for the nonprofit
- Researched and created master plan for the nonprofit

**EAST TENNESSEE STATE UNIVERSITY, Johnson City, TN**

*Building Supervisor, fitness instructor*

Aug 2014 – July 2016

- Management of other areas and employees in facility
- Qualified as first person to respond to emergencies
- Member services, Equipment Services, Group Fitness Leader

**ADDITIONAL SKILLS**

- CPR certified, Suicide Prevention Training, Counseling, Social Perceptiveness, Human Resources course, Grant writing course, Strong work ethic, Judgment and Decision Making, Microsoft Word, PowerPoint, Outlook, and Excel

Volunteer Application  
Watauga County Boards And Commissions

If you are a Watauga County resident, at least 18 years old, and willing to volunteer your time and expertise to your community, please complete the application below and click on Print Form. Please sign and mail or fax to:

Watauga County Commissioners' Office  
814 West King Street, Suite 205  
Boone, NC 28607  
Phone: (828) 265-8000  
Fax: (828) 264-3230

Name: Daniel F. Meyer  
Home Address: 124 Sorrento Forest Drive  
City: Blowing Rock Zip: 28605  
Telephone: (H) 828-265-0044 (W) cell 828-266-2029 (Fax) \_\_\_\_\_  
Email: granddan4@gmail.com  
Place of Employment: retired Boone Area Chamber of Commerce  
Job Title: President/CEO Retired

In Order To Assure County wide Representation Please Indicate Your Township Of Residence:

- |                                     |                                    |  |
|-------------------------------------|------------------------------------|--|
| <input type="radio"/> Bald Mountain | <input type="radio"/> Stony Fork   | <input checked="" type="radio"/> Watauga |
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| <input type="radio"/> Elk           | <input type="radio"/> North Fork   | <input type="radio"/> Boone              |

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- |  |  |
|--|--|
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We Ask Your Help In Assuring Diversity Of Membership By Age, Gender, And Race, By Answering The Following Questions

- |                                       |  |                                |
|---------------------------------------|--|--------------------------------|
| Gender                                | Ethnic Background                          |                                |
| <input checked="" type="radio"/> Male | <input type="radio"/> African American     | <input type="radio"/> Hispanic |
| <input type="radio"/> Female          | <input checked="" type="radio"/> Caucasian | <input type="radio"/> Other    |
|                                       | <input type="radio"/> Native American      |                                |

Please List (In Order Of Preference) The Boards/Commissions On Which You Would Be Willing To Serve.

1. Economic Development Commission
2. \_\_\_\_\_
3. \_\_\_\_\_

Volunteer Application  
Watauga County Boards And Commissions  
(Continued)

Please list any work, volunteer, and/or other experience you would like to have considered in the review of your application.

Work  
Experience:

15 years as Executive Director of Appalachian Brian Estates  
12 years as President/CEO Boone Area Chamber of Commerce  
15 years as Adjunct faculty at Appalachian State University

EDC Board Member for 12 years - Ex-officio as Boone Area Chamber President/CEO  
Worked on many town and county task forces over the past 30 years.

Volunteer  
Experience:

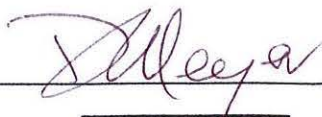
Heart Association  
Relay for Life  
United Way  
Watauga Opportunities

Other  
Experience:

Other  
Comments:

Always interested in the future of our community.

Signature: \_\_\_\_\_



Date: \_\_\_\_\_

1/31/19

Print Form

Reset Form

## **AGENDA ITEM 12:**

### **MISCELLANEOUS ADMINISTRATIVE MATTERS**

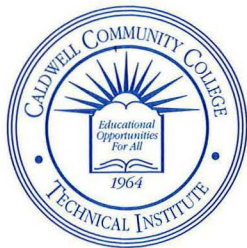
#### ***G. Announcements***

#### **MANAGER'S COMMENTS:**

Budget Work Sessions are scheduled for Wednesday, May 8, 2019, beginning at 2:00 P.M. and Thursday, May 9, 2019, beginning at 9:00 A.M. The Work Sessions will be held in the Commissioners' Board Room.

The Trustees of Caldwell Community College & Technical Institute invites the Board of Commissioners to a meeting on Wednesday, May 15, 2019, at 6:00 P.M. at the Watauga Instructional Facility on Hwy 105 Bypass, Boone NC, in Room 112.

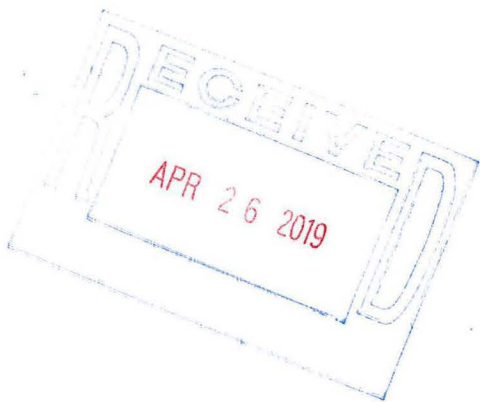
A public hearing will be held on Tuesday, May 21, 2019, beginning at 5:30 P.M. to allow citizen comment on the FY 2020 Proposed Budget.



# Caldwell Community College and Technical Institute

Office of the President

April 19, 2019



Mr. Deron Geouque  
Watauga County Manager  
814 West King Street, Suite 205  
Boone, NC 28607

Dear Mr. Geouque:

The Trustees of Caldwell Community College and Technical Institute would like to schedule a joint meeting of the College Board of Trustees, the Watauga County Commissioners, and the Watauga County Board of Education. The meeting is scheduled for Wednesday, May 15, 2019 at 6:00 p.m. at the Watauga Instructional Facility on Hwy 105 By-pass, Room 112.

Please check the date and time with the Commissioners and let my assistant, Donna Church know either by e-mail: [dchurch@cccti.edu](mailto:dchurch@cccti.edu) or phone: 828-726-2210, if May 15<sup>th</sup> at 6:00 p.m. will accommodate the Watauga County Commissioners schedule. Since a meal will be provided, please let us know who will be attending by Monday, May 6, 2019.

Sincerely,

Mark J. Poarch, Ed.D.  
President

Cc: John Welch, Chairman  
Watauga County Commissioners

2855 Hickory Blvd., Hudson, NC 28638 • 828.726.2210  
Email: [mpoarch@cccti.edu](mailto:mpoarch@cccti.edu) • Fax: 828.726.2300 • [www.cccti.edu](http://www.cccti.edu)

**AGENDA ITEM 13:**

**PUBLIC COMMENT**

**AGENDA ITEM 14:**

**BREAK**

**AGENDA ITEM 15:**

**CLOSED SESSION**

Attorney/Client Matters – G. S. 143-318.11(a)(3)