

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

**TUESDAY, MAY 21, 2013
5:30 P.M.**

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

TIME	#	TOPIC	PRESENTER	PAGE
5:30	1	CALL REGULAR MEETING TO ORDER		
	2	APPROVAL OF MINUTES: May 7, 2013, Regular Meeting May 7, 2013, Closed Session		1
	3	APPROVAL OF THE MAY 21, 2013 AGENDA		13
5:35	4	REQUEST TO REASSIGN COMPETENT CORRECTIONAL CARE, INC. CONTRACT TO JLW ENTERPRISES, INC.	SHERIFF HAGAMAN	15
5:40	5	PRESENTATION OF THE GOVERNOR'S PROCLAMATION OF ELDER ABUSE AWARENESS MONTH 2013	MR. JIM ATKINSON	37
5:45	6	PROPOSED COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PLANS AND POLICIES FOR THE 2012 SCATTERED SITE HOUSING PROGRAM:	MR. JOE FURMAN	39
		A. 504 Grievance Procedure		40
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		O. Residential Anti-displacement and Relocation Plan		81
		P. Section 3 Plan – New		82
		Q. Watauga 2012 SSH Admin Contract		86
5:55	7	PROPOSED CONTRACT WITH MCGILL ASSOCIATES FOR DUE DILIGENCE AND PRELIMINARY ENGINEERING ANALYSIS FOR THE PROSPECTIVE COMMERCE PARK ON NC HWY 194	MR. JOE FURMAN	95

TIME	#	TOPIC	PRESENTER	PAGE
6:00	8	PUBLIC HEARINGS TO ALLOW CITIZEN COMMENT ON THE FOLLOWING:		
		A. Proposed Budget for FY 2014	MR. DERON GEOUQUE	99
		B. Proposed Abolishment of the Social Services Board	CHAIRMAN MILLER	101
		C. NC Department of Transportation's Secondary Roads Program	MR. MIKE PETTYJOHN	105
6:05	9	MISCELLANEOUS ADMINISTRATIVE MATTERS	MR. DERON GEOUQUE	
		A. ASU Greenhouse Lease Proposal		107
		B. Proposed Property & Liability Insurance and Workers Compensation Renewals Request		121
		C. Boards & Commissions		129
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6:10	10	PUBLIC COMMENT		138
7:10	11	BREAK		138
7:15	12	CLOSED SESSION Attorney/Client Matters – G. S. 143-318.11(a)(3) Personnel Matters – G. S. 143-318.11(a)(6)		138
7:30	13	ADJOURN		

AGENDA ITEM 2:

APPROVAL OF MINUTES:

May 7, 2013, Regular Meeting

May 7, 2013, Closed Session

DRAFT**MINUTES****WATAUGA COUNTY BOARD OF COMMISSIONERS
TUESDAY, MAY 7, 2013**

The Watauga County Board of Commissioners held a regular meeting on Tuesday, May 7, 2013, at 8:30 A.M. in the Commissioners' Board Room of the Watauga County Administration Building, Boone, North Carolina.

PRESENT: Nathan Miller, Chairman
David Blust, Vice-Chairman
Billy Kennedy, Commissioner
John Welch, Commissioner
Perry Yates, Commissioner
Stacy Eggers, IV, County Attorney
Deron Geouque, County Manager
Anita J. Fogle, Clerk to the Board

Chairman Miller called the meeting to order at 8:30 A.M.

Vice-Chairman Blust opened the meeting with a prayer and Commissioner Welch led the Pledge of Allegiance.

APPROVAL OF MINUTES

Chairman Miller called for additions and/or corrections to the April 16, 2013, regular meeting and closed session minutes.

Commissioner Kennedy, seconded by Commissioner Yates, moved to approve the April 16, 2013, regular meeting minutes as presented.

VOTE: Aye-5
Nay-0

Commissioner Kennedy, seconded by Commissioner Yates, moved to approve the April 16, 2013, closed session minutes as presented.

VOTE: Aye-5
Nay-0

APPROVAL OF AGENDA

Chairman Miller called for additions and/or corrections to the May 7, 2013, agenda.

County Manager Geouque requested to add the following: a funding request from Southern Appalachian Historical Society and the selection of engineers for the proposed commerce park.

Commissioner Kennedy, seconded by Vice-Chairman Blust, moved to approve the May 7, 2013, agenda as presented.

VOTE: Aye-5
Nay-0

PROPOSED EXTENSION OF ASU GREENHOUSE LEASE

Dr. David Domermuth, representing Appalachian State University Foundation, requested the Board extend the Greenhouse Lease at the Watauga County Landfill. The original lease term was May 13, 2010, through May 12, 2013, with the request being for a three (3) year extension with an effective date of May 13, 2013, and an expiration date of May 12, 2016. Since 2010, a greenhouse has been constructed during this time period along with the connection of Town water, solar panel, and a soon to be wind power capability. A \$45,000 grant has been awarded by the North Carolina Department of Agriculture, Forestry and Consumer Services to continue the research on alternative energy and biomass.

Commissioner Yates, seconded by Commissioner Kennedy, moved to approve the lease extension as requested.

VOTE: Aye-3(Miller, Kennedy, Welch)
Nay-2(Blust, Yates)

After action was taken, County Attorney Eggers stated that the County would need to adopt a resolution and advertise the property as done recently with the lease for the County-owned property at Shadowline Drive prior to full approval of this lease.

UPDATE ON THE OFFICER'S MEMORIAL

Mr. Bill Dixon, Appalachian Architecture, provided an update on the Officer's Memorial to be constructed at the Watauga County Law Enforcement Center. Mr. Dixon stated that he continues to work with the Sheriff's Office on the development of the Memorial and expected the cost to be approximately \$80,000 to \$90,000.

Discussion was held regarding donations for the construction of the project. County Attorney Eggers stated that the donation of time, materials, or cash could be accepted by the County and the donor would be eligible for tax credit.

The report was given for information only and, therefore, no action was taken.

SOUTHERN APPALACHIAN HISTORICAL ASSOCIATION FUNDING REQUEST

Ms. Michelle Ligon, Chair of the Southern Appalachian Historical Association Board of Directors, requested emergency funding in the amount of \$8,400 which would allow the outdoor drama, Horn In The West to open for the season. The Town of Boone had recently cut funding,

in the amount of \$10,000, due to changes in the allocation of sales tax. Ms. Ligon stated that the Association had raised \$11,615 since March 15 and this was a onetime emergency funding request.

After discussion, Commissioner Yates, seconded by Commissioner Welch, moved to grant \$8,400 to the Southern Appalachian Historical Society with the funds to be allocated from the contingency fund.

VOTE: Aye-5
Nay-0

PLANNING AND INSPECTIONS MATTERS

A. Proposed Parking Management Agreement

Mr. Joe Furman, Planning and Inspections Director, presented a Parking Management Agreement with McLaurin Parking Company which the County currently contracts to provide monitoring for the parking lots at the County Library, Courthouse Complex, West Annex, Human Services Center, Health Department, and Ginn Lot. The term of the agreement was to be effective July 1, 2013 through June 30, 2016.

The proposed fee to be charged for parking services is \$9,024 per year plus \$6.50 per each collection letter. McLaurin Parking Company had proposed a \$764 per year increase over the existing agreement due to additional responsibilities requested to be performed. The new rate has been budgeted in the upcoming fiscal year. Mr. Furman stated that staff has been pleased with the service provided.

Commissioner Welch, seconded by Commissioner Yates, moved to approve the agreement with McLaurin Parking Company as presented in the amount of \$9,024 per year for parking monitoring services plus a \$6.50 charge per each collection letter.

VOTE: Aye-5
Nay-0

B. Hwy 421 Underpass Greenway Project Request

Mr. Furman requested the Board exempt the environmental assessment process for the 421 underpass greenway project from the competitive bid process as allowed for local governments under North Carolina General Statute 143-64.32. Federal funds are being utilized for this project and require the use of competitive bidding for services. Federal authorities have given approval for the County to exempt the environmental assessment process for this project.

Blue Ridge Environmental Consultants (BREC) has a thorough knowledge of the property and provided a cost of \$1,000 to conduct the environmental assessment process; therefore, awarding the contract to them would expedite the project.

In accordance with NCGS 143-64.31 and 143-64.32, Mr. Furman requested the Board exempt the competitive bid process for the environmental assessment for the 421 underpass greenway project and award the contract to Blue Ridge Environmental Consultants in the amount of \$1,000 to expedite the project.

Commissioner Kennedy, seconded by Commissioner Welch, moved to award Blue Ridge Environmental Consultants the contract to conduct the environmental assessment in the amount of \$1,000 and exempt the project from the competitive bid process due to Blue Ridge Environmental Consultants experience with the property.

VOTE: Aye-3(Miller, Kennedy, Welch)
Nay-2(Blust, Yates)

Selection of Engineer for Due Diligence Work at the Hwy 194 Property

Mr. Furman stated that Requests for Qualifications were distributed to engineering firms for due diligence and related tasks as appropriate for the proposed commerce park on Hwy 194 North. Proposals were received from the following: Destination By Design, Blue Ridge Environmental Consultants, Municipal Engineering, Clark Nexsen, McGill Associates, Warren Consulting and Design, Vaughn and Melton Consulting Engineers, and S&ME, Inc.

Mr. Furman stated that the review committee, consisting of Economic Development Commission (EDC) members Perry Yates, Keith Honeycutt and Paul Combs; as well as staff members Deron Geouque, John Spear, and himself, conducted interviews and chose the top three firms based on their demonstrated competence and qualification. McGill Associates ranked number 1, Warren Consulting second, and Vaughn and Melton Consulting Engineers third. Mr. Furman requested to move forward with negotiations in the order above so that a contract could be considered at the next Board meeting.

Vice-Chairman Blust, seconded by Commissioner Welch, moved to direct Mr. Furman to begin negotiations with McGill Associates for due diligence and related work at the Hwy 194 property, currently under contract by the County, for a future commerce park with the understanding that, if a contract cannot be negotiated, Mr. Furman may move on to negotiating with Warren Consulting and then Vaughn Melton Consulting Engineers in order to bring a negotiated contract to the Board at their May 21, 2013, regular meeting.

VOTE: Aye-5
Nay-0

TAX MATTERS

A. Monthly Collections Report

Tax Administrator Larry Warren presented the Tax Collections Report for the month of April 2013. This report was presented for information only and, therefore, no action was required.

B. Refunds and Releases

Mr. Warren presented the following Refunds and Releases for April 2013 for Board approval:

TO BE TYPED IN MINUTE BOOK

Commissioner Yates, seconded by Vice-Chairman Blust, moved to approve the Refunds and Releases Report for April 2013, as presented.

VOTE: Aye-5
Nay-0

C. Tax Lien Report

Mr. Warren reviewed the Tax Lien Report and requested acceptance of the report listing delinquent tax bills that were liens on real property and authorization to advertise such liens.

Commissioner Kennedy, seconded by Commissioner Yates, moved to accept the Tax Lien Report and authorize the advertisement of liens as reported.

VOTE: Aye-5
Nay-0

BUDGET AMENDMENTS

Ms. Margaret Pierce, Finance Director, reviewed the following budget amendments:

Account #	Description	Debit	Credit
103586-332000	Home & Community Care Block Grant	\$3,302	
105550-429200	POA – Program Supplies		\$3,302

The amendment recognized an allocation change due to sequestration reduction which was approved by the Board at the April 16, 2013, Board meeting.

Account #	Description	Debit	Credit
143300-343101	Claybough Foundation Grant		\$3,000
145310-449905	Adult Services Grant Fund	\$3,000	

The amendment recognized the acceptance of a grant award from the Claybough Foundation in support of the Department of Social Services Adult Services Emergency Fund which was approved at the April 16, 2013, Board meeting.

Commissioner Kennedy, seconded by Commissioner Yates, moved to approve the budget amendments as presented by Ms. Pierce.

VOTE: Aye-5
Nay-0

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Presentation of the FY 2014 Capital Improvement Plan (CIP)

County Manager Geouque presented the FY 2014 Capital Improvement Plan (CIP) for Board review prior to discussion during the upcoming budget work sessions.

B. Presentation of the Manager's FY 2014 Recommended Budget

County Manager Geouque presented the FY 2014 Proposed Budget and reviewed highlights. He announced upcoming budget work sessions scheduled for 4:00 P.M. on Thursday, May 9 and Monday, May 13, and a public hearing to allow citizen comment scheduled for Tuesday, May 21, 2013, at 6:00 P.M. The County Manager also announced that the FY 2014 Proposed Budget available for public inspection on the County's website, in the County Manager's Office, and at the Libraries located in Boone, Blowing Rock, and the Western Watauga Community Center.

C. Request from Templeton Properties to Exercise Right to Extend the Inspection Period of the Old High School Property for a 60 Day Period

County Manager Geouque stated that Mr. Allen Moseley, on behalf of Templeton Properties, LP, had requested to extend the inspection period of the old high school property for an additional sixty (60) day period pursuant to paragraph 4(b) of the Purchase and Sale Agreement dated October 26, 2012 and approved by the Commissioners on November 13, 2013. The County Manager stated that since the receipt of that request, Templeton Properties, LP, had submitted a written notice from Mr. Phil Templeton stating a decision to withdraw the Templeton Properties, LP offer to purchase the old high school property effective 5:00 P.M. on May 12, 2013.

D. Request for Use of Old High School Softball Field

County Manager Geouque stated that the Watauga Diamonds Girls Fastpitch Softball Team had requested permission to utilize the old Watauga High School softball field for practice. The group provided proof of insurance coverage with the County being named an additional insured. The County would have no expenses related to the request.

Commissioner Yates, seconded by Commissioner Welch, moved to grant permission for the Watauga Diamonds Girls Fastpitch Softball Team to utilize the old high school softball field for practices.

VOTE: Aye-5
Nay-0

E. Proposed Final Approval of Lease with Watauga County Arts Council

County Manager Geouque stated that, pursuant to NCGS 160A-272, notice was given and a resolution was adopted at a regular Board of Commissioners meeting on April 16, 2013, stating the Board's intention to lease to the Watauga County Arts Council the County-owned property located at 377 Shadowline Drive, Boone, NC 28607 for a term of two (2) years with automatic ninety (90) day renewals unless either party gives written notice no less than sixty (60) days of its intention not to renew. The rent to be paid was one dollar (\$1) dollar per annum.

Commissioner Kennedy, seconded by Commissioner Welch, moved to approve the lease with Watauga County Arts Council as presented.

VOTE: Aye-5
Nay-0

F. NC Department of Transportation Request for Public Hearing on their Secondary Roads Program

County Manager Geouque stated that the Department of Transportation was required to present a Secondary Road Improvement Program to the County each year including a public hearing. The Department of Transportation has requested that the public hearing be scheduled for May 21, 2013. The County Manager stated that after the public hearing, the Board may adopt the plan as presented, recommend changes which are not likely to be considered by NCDOT, or take no action which essentially means NCDOT will proceed forward as is.

Commissioner Welch, seconded by Commissioner Yates, moved to schedule a public hearing on Tuesday, May 21, 2013, at 6:00 P.M. to allow citizen comment on the North Carolina Department of Transportation's Secondary Roads Plan.

VOTE: Aye-5
Nay-0

G. Proposed Container Site Lease Agreement

County Manager Geouque requested to renew the County's lease agreement with the Episcopal Diocese of Western North Carolina for the convenience site located on Highway 194 in Valle Crucis. The renewal proposed the same terms as the existing lease and was for a term of twenty (20) years beginning on May 7, 2013 and expiring on May 6, 2033. The County shall pay one hundred dollars (\$100) per month which was the same rate that has been in place for the past twenty (20) years.

Commissioner Welch, seconded by Commissioner Yates, moved to approve the lease with the Episcopal Diocese of Western North Carolina for a twenty (20) year period at a rate of one hundred dollars (\$100) per month.

VOTE: Aye-5
Nay-0

H. Discussion of "Our Mother's Garden" Proposal

County Manager Geouque stated that at a previous Board meeting, Ms. Susan Tumbleston presented a request to construct a garden called "Our Mother's Garden" on County-owned property between the Lois E. Harrill Senior Center and the Appalachian District Health Department. The proposed garden was to include a walking track, a fence, flower beds, raised vegetable gardens, a horseshoe pit, other outdoor recreational options, and a natural play area for children.

As part of the agreement, the Partnership was requesting the County to protect the garden in all future changes to the property by including the garden in the design of any new County projects. Additionally, if the County decided to sell the property, the County would agree to provide notice to the Partnership as well as first refusal rights to purchase the property.

Alternate locations were provided to the Partnership for the garden but the proposed site was preferred; however, the site proposed has been identified for by the County for future expansion of operations and services.

The County Manager stated that the Board tabled action until a review of the property could be made and Ms. Tumbleston had requested a status update regarding the garden. The County Manager stated that staff continued to recommend allowing only temporary structures or amenities that could be relocated once the property was needed by the County. The potential exists to incorporate the garden into a future design of a new County building but no guarantees could or should be made since an actual building plan has yet to be created.

By consensus, the Board agreed to allow the gardens, etc., with the understanding that all fixtures/items located on the County-owned property would be temporary in nature and removed at the request of the County.

County Attorney Eggers stated that the County could use a lease for this project; however, if a lease was not used, Our Mother's Garden would be tenants-at-will and could be removed from the property without notice.

I. Change Order Request for the Old Watauga High School

County Manager Geouque stated that NEO Corporation had requested a change order to recognize the additional fifty (50) weather days for completion of the contract. The approval of the additional fifty (50) days would extend the contract completion date to June 4, 2013.

Commissioner Kennedy, seconded by Vice-Chairman Blust, moved to accept the change order as presented.

VOTE: Aye-5
Nay-0

J. Boards & Commissions

County Manager Geouque stated that the Watauga County Library Board had recommended Ms. Tish Rokoske be appointed to fill an unexpired term on the regional Library Board. If appointed, her term would end August 2015.

County Manager Geouque stated that the Jury Commission was empanelled biannually. Of the three member panel, one member was appointed by the Board of Commissioners. The new term for the appointment will be July 1, 2013, through June 30, 2015. Mr. Ted Hagaman has served as the Commissioner appointee for several years.

County Manager Geouque stated that three (3) terms would expire in June on the Economic Development Commission (EDC); Keith Honeycutt, Mark Harrill and Jeanine Underdown Collins. Members were limited according to EDC by-laws to serving two (2) consecutive terms. Mr. Honeycutt and Mr. Harrill have both served the two (2) consecutive terms and, therefore, were ineligible for re-appointment. Ms. Collins was eligible for re-appointment and would like to continue to serve. Chairman Miller nominated Mr. Joseph Miller with Cheap Joe's Art Stuff to fill an EDC seat.

The above were all first readings and, therefore, no action was required at this time.

K. Announcements

County Manager Geouque announced the following:

- Caldwell Community College and Technical Institute invited the Board to a joint meeting on Wednesday, May 15, 2013, at 6:00 P.M. at the Watauga Instructional Facility on Hwy 105 Bypass, Room 112.
- Budget Work Sessions are scheduled for Thursday, May 9, and Monday, May 13, 2013; both beginning at 4:00 P.M. The Work Sessions will be held in the Commissioners' Board Room.
- Public hearings are scheduled on May 21, 2013, at 6:00 P.M. to allow citizen comment on the following topics:
 - FY 2014 Proposed Budget
 - The proposed abolishment of the Social Services Board
 - The NC Department of Transportation's Secondary Roads Program

PUBLIC COMMENT

There was no public comment.

CLOSED SESSION

At 9:41 A.M., Commissioner Kennedy, seconded by Vice-Chairman Blust, moved to enter Closed Session to discuss Attorney/Client Matters.

VOTE: Aye-5
Nay-0

Commissioner Welch, seconded by Commissioner Yates, moved to resume the open meeting at 10:05 A.M.

VOTE: Aye-5
Nay-0

DISCUSSION REGARDING THE SALE OF THE OLD HIGH SCHOOL PROPERTY

Discussion was held regarding the posting of a Notice of Sale for the old high school property of which the County Manager and County Attorney planned to draft.

ADJOURN

Commissioner Yates, seconded by Vice-Chairman Blust, moved to adjourn the meeting at 10:19 A.M.

Prior to a vote, additional discussion was held regarding the Notice of Sale for the old high school property.

County Manager Geouque stated that he would have a draft ready for review at the upcoming Budget Work Session.

The following vote was taken at 10:23 P.M.

VOTE: Aye-5
Nay-0

Nathan A. Miller, Chairman

ATTEST:

Anita J. Fogle, Clerk to the Board

AGENDA ITEM 3:

APPROVAL OF THE MAY 21, 2013, AGENDA

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AGENDA ITEM 4:**REQUEST TO REASSIGN COMPETENT CORRECTIONAL CARE, INC., CONTRACT TO JLW ENTERPRISES, INC.****MANAGER'S COMMENTS:**

The County currently contracts (a copy is enclosed in your packets) with Competent Correctional Care, Inc. for jail inmate medical services. Per the Sheriff, Competent Correctional Care, Inc. is willing to assign their contract to JLW Enterprises, Inc. The County Attorney prepared an assignment agreement in which both Competent Correctional Care, Inc. and JLW Enterprises, Inc. have signed and now requires Board approval to authorize the assignment. The Sheriff was informed that there would be no changes in the terms and conditions of the existing contract or services due to the assignment to JLW Enterprises, Inc. All medical staff was to remain the same. The Sheriff supports and recommends the Board approval of the assignment.

Board approval is requested to approve the assignment of the contract from Competent Correctional Care, Inc. to JLW Enterprises, Inc.

Assignment of Health Services Agreement

This assignment, made and entered into on the ____ day of _____, 2013, by and between Watauga County, Competent Correctional Care, Inc., and JLW Enterprises, Inc. is for the purpose of allowing Competent Correctional Care, Inc. to assign its rights and obligations to JLW Enterprises, Inc.

WHEREAS, Watauga County is a body politic and political subdivision of the State of North Carolina; and

WHEREAS, Competent Correctional Care, Inc. is a North Carolina corporation duly organized and existing under the laws of the State of North Carolina; and

WHEREAS, JLW Enterprises, Inc. is a North Carolina corporation duly organized and existing under the laws of the State of North Carolina; and

WHEREAS, Watauga County and Competent Correctional Care, Inc. entered into a contract for the provision of inmate health care on December 1, 2011; and

WHEREAS, Competent Correctional Care, Inc. is desirous of assigning this contract to JLW Enterprises, Inc., and Watauga County is in agreement to allow Competent Correctional Care, Inc. to assign this contract;

NOW THEREFORE, based upon the mutual consideration set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Pursuant to Article 10.2 of the contract between the parties, with the consent of Watauga County, Competent Correctional Care, Inc. hereby assigns all rights, duties, obligations, and other contractual requirements to JLW Enterprises, Inc.

2. JLW Enterprises, Inc. shall comply with all terms and requirements of the underlying contract in the provision of inmate health services to Watauga County. All such terms of the underlying contract shall remain in full force and effect, and be binding upon Watauga County and JLW Enterprises, Inc.

IN WITNESS WHEREOF the parties have executed this Agreement in their official capacities with legal authority to do so.

WATAUGA COUNTY, NORTH CAROLINA

By: _____
Nathan A. Miller, Chairman
Watauga County Board of Commissioners

DATE: _____

Attest:

_____(SEAL)
Anita Fogle, Clerk to the Board

COMPETENT CORRECTIONAL CARE, INC.

BY: *[Signature]*
TITLE: *(Pres) Medical Provider*
NC Lic # 6005188

DATE: _____

JLW ENTERPRISES, INC.

BY: [Signature]
TITLE: President, medical services
NC Lic # 5005188

DATE: _____

[Signature]

L.D. Hagaman, Jr.
SHERIFF, WATAUGA COUNTY

DATE: _____

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

Margaret Pierce
Watauga County Finance Officer

HEALTH SERVICES AGREEMENT

THIS HEALTH SERVICES AGREEMENT (the "Agreement"), is entered into with an Effective Date of December 1, 2011, and is made by and between Watauga County, North Carolina (hereinafter referred to as the "County"), acting through the office of the Sheriff of the County (the "Sheriff") and Competent Correctional Care, Inc. (CCC, Inc.), a North Carolina corporation (hereinafter referred to as "CCC").

WITNESSETH:

WHEREAS, the County is charged by law with the responsibility for obtaining and providing reasonable necessary health care for inmates of the Watauga County Jail (hereinafter called "Facility"); and

WHEREAS, the County desires to arrange for health care to such inmates in accordance with applicable law; and

WHEREAS, the County, which receives funding as approved by County Commissioners for the Facility, desires to enter into this Agreement with CCC to promote this objective; and

WHEREAS, CCC is in the business of: (i) directly providing Primary Correctional Health Care; and (ii) arranging for the provision of and providing claims payment services for Referral Correctional Healthcare and desires to provide such services for the County under the terms and conditions hereof.

NOW, THEREFORE, in consideration of the covenants and promises hereinafter made, the parties hereto agree as follows:

ARTICLE I: HEALTH CARE SERVICES

- 1.1 **General Engagement.** The County hereby contracts with CCC to provide for the delivery of Included Medical Care to Inmates under the terms and conditions hereof.
- 1.2 **Scope of Health Care Services.** The responsibilities of CCC for Included Medical Care of an Inmate commences with the booking and physical placement of said Inmate into the Facility. CCC regularly shall provide Primary Correctional Healthcare and shall arrange Referral Correctional Healthcare (excluding in-patient psychiatric hospitalization) for the Inmate. The services generally include the following: a comprehensive health evaluation of each Inmate following booking into the Facility in accordance with NCCHC Standards, regularly scheduled sick call, nursing care, regular physician visits to the Facility, hospitalization, medical specialty services, emergency medical care, emergency ambulance services when medically necessary, medical records management, pharmacy services, administrative support services, and other services as more specifically described herein. Additionally, staff employed by the Sheriff shall be provided first aid within the Facility for emergency injuries and/or illnesses upon request of the County.

CCC shall follow the staffing described in Article III, Personnel for the provision of Correctional Healthcare.

- 1.3 Ancillary Medical Services. Referral Correctional Healthcare CCC must arrange includes, but is not limited to, the provision of Referral Correctional Healthcare from ancillary medical providers to Inmates such as radiology and laboratory services to the extent such services are determined to be medically necessary by CCCs professional medical staff Where non-emergency Referral Correctional Healthcare is required, CCC shall make arrangements with the County Sheriff for transportation of the Inmate in accordance with Services 1.10 of this Agreement. These ancillary services will be included in the Off-Site Services Limit.
- 1.4 Emergency Services. CCC shall provide Emergency Services to Inmates through arrangements to be determined by CCC with local hospitals. CCC shall arrange for the provision of emergency ambulance transportation services in connection with off-site Emergency Services. These services will be included in the Off-Site Services Limit.
- 1.5 No Responsibility for Referral Correctional Healthcare. Providers of Referral Correctional Healthcare are not the employees of, agents of, or joint venturers with CCC and CCC is not responsible for their actions or omissions. CCC is not responsible for any costs: of Referral Correctional Healthcare. CCCs sole obligation is to use commercially reasonable efforts to arrange for the provision of Referral Correctional Healthcare when medically necessary as determined by CCCs medical director or his designee.
- 1.6 Exclusions. This Agreement does not apply to the following services, and CCC is has no obligation to provide or arrange for such services, regardless of whether or not such services are or become medically necessary:
 - a Blood clotting factor products;
 - b. Experimental or investigational procedures, as determined by the County,
 - c. Any services or supplies received by any individual during any period of time that such individual is not an Inmate in the County's physical custody and control.
 - d. Any services or supplies received by any fetus or infant (CCC shall provide Primary Correctional Healthcare and arrange Referral Correctional Healthcare to pregnant Inmates, but any healthcare services provided to an infant following birth are excluded from this Agreement.
 - e. Elective Medical Care, including, but not limited to, elective abortions. This Agreement applies, however, to abortions determined by CCC to be medically necessary by CCC or County, as applicable.

- 1.7 Inmates outside the Facilities. This Agreement applies to Included Medical Care for those Inmates in the actual physical custody of the Facility. This includes Inmates under guard arranged by County in outside hospitals and whose care is being managed by CCC. Such Inmates will be included in the resident daily population count. No other individuals, including, but not limited to, individuals in outside hospitals who are not under guard arranged by County, are included in this Agreement, nor shall such individuals be included in the resident daily population count. Individuals who are otherwise Inmates but who are on any sort of temporary release, including, but not limited to: temporarily being released for the purpose of attending funerals or any other family emergencies, being on escape status, being on pass, parole, or supervised custody who do not sleep in the Facility at night, will not be included in the daily population count.

Individuals who are otherwise inmates but who are on any sort of temporary release, including, but not limited to: temporarily being released for the purpose of attending funerals or any other family emergencies, being on escape status, being on pass, parole, or supervised custody who do not sleep in the Facility at night, will not be included in the daily population count, and will not be included in this Agreement with respect to the processing of payment for or furnishing of health care services. CCC shall be responsible for Primary Correctional Healthcare required by Inmates only when physically returned to the custody of the Facility after becoming ill, delivering an infant, or being injured while on temporary release; CCC shall arrange for the provision of additional medical care for complications resulting from medical events occurring while not in the physical custody of the Facility, but CCC may, in consultation with the Sheriff inform the provider of such services that the County may not be financially responsible for payment for such services and the parties agree to cooperate to determine the financially responsible party for such services.

- 1.8 Work Release. This Agreement does not apply to healthcare services and supplies required by individuals assigned to work release.
- 1.9 Elective Medical Care. CCC will not be responsible for the cost of providing elective medical care to inmates. Any referral of inmates for elective medical care must be reviewed and approved by the Sheriff prior to provision of such services. CCC may assist in arranging Sheriff approved elective care, but CCC shall have no financial responsibility for such care. CCC shall indemnify and hold harmless the County, its agents, servants and employees from any and all claims, actions, lawsuits damages, judgments or liabilities of any land whatsoever arising out of a decision made by CCC's Medical Director not to provide medical care on the basis that it is elective medical care.
- 1.10 Transportation Services. To the extent any inmate requires off-site Referral Correctional Healthcare, including, but not limited to, hospitalization care and specialty services, the County will, at County's cost, upon request by CCC, its agents, employees or contractors, provide transportation as reasonably available, provided that, when reasonably possible, such transportation is scheduled in advance. When medically necessary, CCC shall arrange all emergency ambulance transportation of Inmates.

- 1.11 Inmates from Other Jurisdictions. CCC agrees to provide Primary Correctional Health care and arrange for the provision of Referral Correctional Healthcare to individuals incarcerated at the Facility but from other jurisdictions pursuant to contract between the County and such other jurisdictions.
- 1.12 Standard of Care; Discretionary Decisions. CCC shall render Primary Correctional Healthcare in accordance with the standards promulgated by the National Commission on Correctional Health Care (NCCCC) for health services in correctional facilities. Whenever an opinion, decision or determination under this Agreement is determined in accordance with the opinion or discretion of a particular person under this Agreement, such opinion, decision or determination shall be at the absolute discretion of the applicable decision-maker, unless otherwise expressly required by applicable law.
- 1.13 County's Responsibilities. CCC has no responsibility for determining whether an individual meets the definition of an Inmate. CCC shall not be responsible in any manner or any delay or error caused by the County's failure to furnish accurate information about an individual's status as an Inmate in a timely fashion.
- 1.14 Medical Emergencies outside of this Agreement. The parties understand that medical emergencies may arise outside the scope of this Agreement and for which CCC is not compensated under this Agreement, including, but not limited to medical emergencies involving visitors, employees of the County, individuals at the County's work release facility; if CCC or its medical personnel are available and respond to provide such emergency services (i.e. other than for Inmates for which CCC is compensated under this Agreement), either upon request by the Sheriffs staff or otherwise, such services will be on uncompensated, volunteer basis pursuant to North Carolina General Statute § 90-21.14.

ARTICLE II: ADMINISTRATIVE SERVICES

- 2.1 Claims Processing. The County hereby contracts with CCC to act as the County's agent to process claims for Referral Correctional Healthcare and agrees that the base payment amounts and per diems for increased Inmate population as described in Article VHI includes the processing fee (but not the cost of) such claims. The parties estimate that the total annual cost to the County for Referral Correctional Healthcare shall be around \$; the County and CCC neither warrants nor guarantees that such costs will not exceed such estimate amount, however. The County shall be responsible for the actual costs to maintain the trust account and for postage, check stock and other supplies directly required for the services required of CCC in this Article H.
- 2.2 Funding Source. The funds allocated for its financial obligation for Referral Correctional Healthcare shall remain at the County's discretion and this Agreement does not create a new obligation to fund such services. Notwithstanding the foregoing, however, CCC's administrative obligations under this Agreement to process claims for such services apply only to the extent funds are available to pay such claims. Unless and

until the parties otherwise agree, the funds shall be available for payment of claims under this Agreement as follows:

The County, at its sole cost and expense, shall continuously maintain the Bank Account, a zero balance checking account that requires two signatures: (i) the signature of an individual authorized by the County; and (ii) the signature of an individual appointed by CCC. All amounts in the Bank Account belong to the County. The parties agree to execute any additional documentation required to establish the Bank Account as described herein.

The County appoints CCC as its agent to process claims for Referral Correctional Healthcare. Such and shall process such claims in the following manner:

- a. CCC shall instruct Referral Correctional Healthcare providers to send claims for payment to CCC;
- b. Upon receipt of such bills, CCC shall review the claim for accuracy and, if accurate, approve the claim for payment
- c. If approved for payment, CCC will prepare a check to be drawn on the Bank Account in the approved amount and sign the dual signature check.
- d. CCC shall then send, to the County's Director of Finance: the CCC-signed check; a copy of the check (aka a check register); and a copy of the claim associated with the approved payment.

The County's Director of Finance shall review the request for payment and, if acceptable, (i) approve the payment by signing the check; (ii) arrange for the County to deposit sufficient funds into the Bank Account; and (iii) arrange for the check to be mailed to the appropriate vendor.

Any refunds for Referral Correctional Healthcare shall be directed to the County's finance department.

CCC agrees to maintain a fidelity bond (or other appropriate insurance by whatever name) in the amount of not less than \$150,000.00 to cover a breach of CCC's fiduciary obligations under this Article II.

CCC has no responsibility for any consequences of County's failure to provide funds on a timely basis.

Incidental Administrative Services. The parties understand and agree that, from time, claims may be presented to CCC for payment for health care services for which the County may or may not be the ultimate financially responsible payor. In such cases, CCC shall, at its discretion either: (i) return the claim to the original claimant (with

additional instructions on where to file the claim); (ii) forward the claim to the financially responsible entity; or (iii) consult with the County as to the proper handling of the claim.

Audit and Reports. CCC shall provide the County with monthly reports of claims paid in the format substantially similar to Exhibit B. The County may, at the County's sole expense, audit the Bank Account once annually upon reasonable notice; provided, however, if material errors are noted on any such audit, the County may establish a more frequent auditing schedule. Any audit must be commenced within two (2) years following the period being audited. Any requested payment from CCC resulting from the audit must be based upon documented findings, agreed to by both parties, and must be solely due to CCC's actions or omissions.

ARTICLE III: PERSONNEL

Staffing. CCC shall provide medical, technical and support personnel as necessary for the rendering of Primary Correctional Healthcare as described in and required by this Agreement. The cost of services is broken into three tiers.

1. The first tier is to operate the facility with Registered Nurse on site three days a week for a minimum of 24 hours. Additionally, a Nurse Practitioner or M.D. will be on site weekly to manage care of inmates. N.P. or M.D. will be available for call at all times. This tier shall apply to a point of up to 90 inmates. CCC will process all invoices and forms and facilitate the staff and administration under this agreement. The fee for this service will be \$7578.00 per month.

2. The second tier is to operate sick call five days a week. The nurse will be on premises 40 hours a week. The N.P. and M.D. will continue as before, in addition to handling the additional call volume. CCC will process all paperwork, payroll, invoicing, and services for detention and handle all administrative matters. This tier shall apply in the event the average daily jail capacity is between 90-135 inmates. The fee for this service will be \$12,642.00 per month.

3. The third tier requires the nurse to work full time and CCC, Inc. will hire a med-tech to assist with paperwork and medication setup and distribution. All other processes continue with a larger volume and more infrastructures for calls and administration. This tier shall apply in the event the average daily jail capacity is between 135-180 inmates and is max capacity for CCC, Inc. The fee for this level of services will be \$17477.00 per month.

The population level of inmates will be reviewed monthly to assess the inmate population and need to increase services. When CCC and Detention Administration agree that services need to be increased and/or that the inmate population has increased so as to take the level of services to the next level as described above, then, the level will be raised and times and employees will be added by CCC, Inc. If at any time before the end of a month the administration and CCC agree that the change is needed, the times and services will be added immediately, and the billing will be changed and prorated in the following

month. Fees are due by the 10th of the month. They will be billed on the last day of the previous month.

Should a sustained population increase over 140 inmates occur, CCC may recommend additional staffing and request a change in compensation levels. Similarly, should there be a sustained population drop to such a degree that changes to the staffing plan are requested by County, then the parties shall enter negotiations to determine a mutually agreeable change to staffing and compensation levels.

Both parties understand that this Agreement is premised upon the assumption that the Watauga County jail houses up to an average of 90 Inmates at any given time. Due to circumstances Watauga County jail houses up to an average of 90 Inmates at any given time. Due to circumstances outside the control of either party, the average daily inmate population in the Watauga County jail could be significantly higher or lower than the assumption both parties agreed to when this contract was executed. Therefore, both parties agree to commence negotiations concerning the assumption of average number of inmates in the Watauga County jail by May of each year. Both parties agree that if this assumption deviates from the current assumption of an average of 90 Inmates, the compensation given to CCC may have to be adjusted. Unless otherwise agreed to, any amendment concerning the assumption of the average number of inmates at the Watauga County jail shall be incorporated into the contract on July 1 of each year.

Licensure, Certification and Registration of Personnel. All professional personnel provided or made available by CCC to render Primary Correctional Healthcare hereunder shall be licensed, certified or registered, as appropriate, in their respective areas of expertise as required by applicable North Carolina law.

- 3.3 Sheriffs Satisfaction with Health Care Personnel. To ensure the Sheriff is able meet its obligation to operate a secure facility, Sheriff has the right to exclude any CCC health care personnel provided by CCC hereunder, or by any independent contractor, subcontractors or assignee under the direction of CCC ("employee"). Prior to exclusion, the Sheriff shall notify CCC of his intent to exclude an individual, such notification to be followed within a reasonable time by written confirmation of the exclusion. CCC shall exercise its best efforts to resolve the problem. If the problem is not resolved to the satisfaction of the Sheriff CCC shall exclude or shall cause any independent contractor, subcontractor, or assignee to exclude the individual about whom the County has expressed dissatisfaction. CCC will be allowed reasonable time to find an acceptable replacement, without penalty or any prejudice to the interest of CCC.
- 3.4 Use of Inmates in the Provision of Health Care Services. Inmates shall not be employed or otherwise engaged by either CCC or the County in the direct rendering of any health care service. Upon prior written approval of the Sheriff Inmates maybe used in positions that do not involve the rendering of health care services directly to Inmates.
- 3.5 Referral Correctional Healthcare. In order to discharge its obligations hereunder, CCC will arrange for certain health care providers to provide Referral Correctional Healthcare on an independent contractor basis. The County may request to approve such providers,

but approval will not be unreasonably withheld. As the relationship between CCC and these health care providers will be that of independent contractor, CCC will not be considered or deemed to be engaged in the practice of medicine or other professions practices by these providers. CCC will not exercise control over the manner or means by which these independent contractors perform their duties. However, CCC shall exercise administrative supervision over the agreement, if any, between CCC and the applicable provider. CCC shall ask each such independent contractor, including all medical professionals, physicians, dentists, and nurses performing duties as independent contractors under this Agreement, to provide CCC with proof as the case may be, in an amount of at least one million dollars (\$1,000,000) coverage per claim or per occurrence and three million dollars (\$3,000,000) aggregate; CCC shall furnish County with a copy of such proof as reasonably requested Notwithstanding anything to the contrary in this Section 3.5, the parties understand that CCC may, when commercially reasonable, refer an Inmate for Referral Correctional Healthcare to a provider without entering into a direct written agreement with such provider.

- 3.6 Discrimination. During the performance of this Agreement, CCC and the County each agree:
- a. Not to (discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor;
 - b. To post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non discrimination clause; and
 - c. To state, in all solicitations or advertisements for employees, that it is an equal opportunity employer.

Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

ARTICLE IV: REPORTS AND RECORDS

Medical Records. CCC shall maintain complete and accurate medical records for each Inmate who has received health care services arranged or provided by CCC during the term of this Agreement. Each medical record will be maintained in accordance with applicable laws, NCCCC standards, and the County's policies and procedures. The medical records shall be kept separate from the Inmates' confinement record. A complete legible copy of the applicable medical record shall be available at all times. A medical transfer sheet shall, accompany each Inmate who is transferred from the Facility to another location for off-site services or transferred to another institution. Medical records shall be kept confidential in accordance with the County's policy with regard to access by Inmates and Facility staff, which policy is that no information is disclosed except by a

court order, or as otherwise required or allowed in accordance with the applicable law. CCC shall comply with all applicable state and federal laws regarding maintaining the confidentiality of medical and personal information (including, but not limited to, the Health Insurance Portability and Accountability Act if applicable to CCC's obligations under this Agreement) and shall provide adequate training to its staff with respect to such confidentiality obligations; County shall also comply with all applicable state and federal laws regarding maintaining the confidentiality of medical and personal information and shall provide adequate training to its staff with respect to such confidentiality obligations. CCC shall, at its own cost, provide all medical records, forms, jackets, and other materials necessary to maintain the medical records. At the termination of this Agreement, all medical records shall be delivered to and remain with the County. However, the County shall provide CCC with reasonable ongoing access to all medical records even after the termination of this Agreement for the purposes of defending litigation.

Regular Reports by CCC to the County. CCC shall provide to the County, on a date, in a form and to the County's personnel mutually acceptable to CCC and the County, monthly and annual reports relating to health care services arranged or rendered under this Agreement.

Inmate Information. Subject to applicable law, in order to assist CCC to effectively arrange, or provide health care services to Inmates, the County will provide CCC with information pertaining to Inmates that CCC and the County mutually identify as reasonable and necessary for CCC to adequately perform its obligations hereunder.

CCC Records Available to the County with Limitations on Disclosure. CCC shall make available to the County, at the County's request, all records, documents and other papers directly relating to the delivery of health care services to Inmates hereunder. The County understands that many of the systems, methods, procedures, written materials and other controls employed by CCC in the performance of its obligations hereunder are proprietary in nature and will remain the property of CCC. Information concerning such may not, at anytime, be used, distributed, copied or otherwise utilized by the County, except in connection with the delivery of health care services hereunder, or as permitted or required by law, unless such disclosure is approved in advance writing by CCC. Upon CCC's request, the County shall return to CCC all such information in the County's possession and identified, by CCC, as proprietary.

- 4.5 County's Records Available to CCC with Limitations on Disclosure. During the term of this Agreement and for a reasonable time thereafter, the County will provide CCC, at CCC's request, the County's records relating to the provision of health care services to Inmates as maybe reasonably requested by CCC or as are pertinent to the investigation or defense of any claim related to CCC's conduct. Consistent with applicable law, the County will make available to CCC such records as are maintained by the County, hospitals, and other outside health care providers involved in the care or treatment of inmates (to the extent the County see has any control over those records) as CCC may reasonably request; the County agrees to execute reasonable additional documents

required to comply with this Section 4.5. Any such information provided by the County to CCC that the County considers confidential shall be kept confidential CCC and shall not, except as may be required by law, be distributed to any third party without the prior written approval of the County.

ARTICLE V: SECURITY

- 5.1 General. CCC and the County understand that adequate security services are necessary for the safety of the agents, employees, and subcontractors of CCC as well as for the security of Inmates and County's staff consistent with the correctional setting. The County will provide sufficient security to enable CCC to safely and adequately provide the sendees described in this Agreement and CCC shall let County know what those needs are. Nothing herein shall be construed to make the County, his deputies or employees a guarantor of the safety of CCC employees, agents or subcontractors, including their employees. Should a CCC employee need correctional staffing to assist with 14 day physicals, chronic care visits and other needs of the CCC medical staff; such additional staffing will be coordinated and scheduled by the jail administrator and the CCC Medical Director.
- 5.2 Loss of Equipment and Supplies. The County shall not be liable for losses of or damage to equipment and supplies of CCC, its agents, employees or subcontractors unless such loss or damage was caused by the negligence of the County or its employees. CCC shall not be liable for loss of or damage to equipment and supplies of the County or its employees unless such loss or damage was caused by the negligence of CCC or its agents, employees or subcontractors.
- 5.3 Security During Transportation Off-Site. The County will provide security as necessary and appropriate in connection with the transportation of any Inmate between the Facility in any other location for off-site services as contemplated herein.

ARTICLE VI: OFFICE SPACE, EQUIPMENT, INVENTORY, AND SUPPLIES

- 6.1 General. The County agrees to provide CCC with office space, facilities, equipment, utilities (including all local telephone calls, but excluding long distance telephone calls which CCC shall reimburse monthly to the County). The County will provide necessary maintenance and housekeeping of the office space and facilities. CCC agrees it has inspected the Facility and medical office space and facilities and that such space and facilities are sufficient for its agents, employees, and subcontractors to perform all of the obligations required under this Agreement. County shall be responsible for providing substitute space, if in the opinion of the Sheriff, such designated facilities become unsafe for any reason.
- 6.2 Delivery of Possession. The County will provide CCC, beginning on the date of commencement of this Agreement, possession and control of all County medical and office equipment and supplies in place at the Facility's health care unit. At the termination of this or any subsequent Agreement, CCC will return to the County possession and

control of all supplies, medical and office equipment, in working order, reasonable wear and tear expected, which were purchased by the County.

- 6.3 Maintenance and Replenishment of Equipment. The County will continue to maintain in good working order, and replace, as necessary, all medical equipment necessary for the performance of this contract CCC in working order during the term of this Agreement.
- 6.4 General Maintenance Services. The County will provide for each Inmate receiving Healthcare sendees the same services and facilities provided by the County for all Inmates at the Facility including, but not limited to, daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services, and linen supplies.

ARTICLE VII: TERM AND TERMINATION OF AGREEMENT

- 7.1 Term. This Agreement shall commence at 12:01 a.m. on December 1, 2011. The initial term for this agreement shall be through 11:59 p.m. on November 30, 2012 and may be extended for additional terms of one (1) year each, if mutually agreed to in writing and signed by both parties. Notwithstanding the foregoing, however, either party may renegotiate the terms of this Agreement if the population consistently (i.e., for any one month period during the term of this Agreement) exceeds 140 Inmates. Any extension must be agreed to no later than thirty (30) days prior to the termination of the existing term.
- 7.2 Termination. This Agreement may be terminated as otherwise provided in the Agreement or as follows:
- a. Termination by Agreement. In the event that each of the parties mutually agree in writing, this Agreement may be terminated on the terms and date stipulated therein.
 - b. Termination by Cancellation. Either party may terminate this agreement without cause upon at least thirty (30) days prior written notice to the other party.
 - c. Annual Appropriations and Funding. This Agreement may be subject to the annual appropriation of funds by a funding authority other than the County. Notwithstanding any provision herein to the contrary, if funds are not appropriated for this Agreement, then CCC or the County shall be entitled to immediately terminate this Agreement, without penalty or liability.
 - d. Material Change. CCC may, at its sole discretion, terminate this Agreement effective as of the effective date of a material change initiated by the County or by legislative or regulatory action in the funding for, delivery of health care or claims processing requirements or procedures, or any change materially affecting the manner or cost of delivering or arranging healthcare services for Inmates. A material change in funding includes, but is not limited to, a failure of County to

maintain funds in the Bank Account in the manner set forth in Article II of this Agreement.

- 7.3 Responsibility for Inmate Health Care. As of the effective date of termination of this Agreement, all responsibility for providing healthcare services to all Inmates, including Inmates receiving health care services at sites outside the Facility, will be transferred from CCC to the County.

ARTICLE VIII: EXPECTED TOTAL COSTS AND CCC COMPENSATION

- 8.1 Expected Total Costs. The parties estimate that the total annual cost to the County for Included Medical Care will be as set forth above in this contract for all services provided hereunder, and shall include cost of personnel, equipment supplies, and other treatment items used by CCC. It shall not include the costs of hospitalization or other medical care not provided by CCC.
- 8.2 CCC will invoice the County thirty (30) days before the first day of the month for which services will be rendered. The County agrees to pay CCC on or before the first (1st) day of the month for which services will be rendered. In the event this Agreement should commence or terminate on a date other than the first or last day of any calendar month, compensation to CCC will be prorated accordingly for the shortened month. For Fiscal Years ending June 30, 2012 and June 30, 2013, a similar monthly payment and invoice shall be established after the applicable base compensation amount per year has been calculated by applying the applicable CPI Increase.
- 8.3 Increases in Inmate Population. The parties agree that the base price is calculated based upon an average daily inmate population of up to 140. If the daily inmate population exceeds 140 inmates, then the compensation payable to CCC by the County shall be increased by a per diem rate of \$1.45 for each Inmate over 140, per day. The average daily inmate resident population shall be determined and recorded by the County. The County shall regularly provide this information to CCC. The calculation in this Section 8.2 shall include the individuals from other jurisdictions described in Section 1.11.
- 8.4 Compensation Escalator. The compensation (i.e., the base price and per diem rate as defined in Sections 8.1 and 8.2, respectively) for each successive renewal term that is agreed to by the parties shall include a reasonable increase.
- 8.5 Changes in the Law, Standard of Care, or Scope of Services. The prices in Sections 8.1 and 8.2 reflect the scope of services as outlined herein and the current community standard of care with regard to healthcare services. Should there be any change in or modification of inmate distribution, standards of care, scope of services, cost of goods or services, available workforce pool that results in material increase in costs, or if any statute, rule or regulation is passed or any order issued or any statute or guideline adopted materially increasing the cost to CCC of providing or arranging healthcare services hereunder, the increased costs related to such change of modification are not covered in

this Agreement and will be negotiated with the County. This Section 8.4 is in addition to, and not in lieu of, CCC termination option under Section 7.2.

- 8.6 Payment If the County fails to make any payment to CCC hereunder within thirty (30) days following CCC's written notice to the County of non-payment, CCC, among any other rights and remedies pursuant to this Agreement or otherwise available at law or in equity, shall have the right to terminate this Agreement immediately. Failure to terminate this Agreement shall not waive any breach of this Agreement. A waiver of any breach of this Agreement shall not constitute a waiver of any future breaches of this Agreement, whether of a similar or dissimilar nature.
- 8.7 Late Payments. The County shall pay CCC interest on all undisputed payments hereunder that are not paid when due. Interest shall begin to accrue thirty (30) days after County's receipt of written notice of nonpayment at the then-current prime rate of interest reported (as of the applicable month for which payment is due) by the Wall Street Journal at <http://www.wsjprime.com/> per month until the payment is made, in full. CCC shall provide County with notice of the date on which the interest shall begin to accrue.
- 8.8 If funds are not appropriated or otherwise made available to support continuation of performance by Watauga County in the initial or any subsequent fiscal year, Watauga County shall be subject to cancellation without damages or further obligations. Notwithstanding the preceding sentence, if Watauga County has not appropriated monies for Fiscal Year 20 for this Agreement due to the inability of County to adopt a final budget, Watauga County has the option pursuant to North Carolina law, in its sole discretion, to retain CCC's services pursuant to the Agreement established under Fiscal Year 20 on a month to month basis until said final budget is adopted. County agrees to compensate CCC for the pricing difference between such years, preventing CCC from being financially harmed due to the County not adopting a timely budget.

For the subsequent Fiscal Years this Agreement is in effect, County has the same option as set forth in the previous clause, except it agrees to retain CCC's services pursuant to the terms established in this adopted Agreement on a month to month basis until a final budget is adopted. County agrees to compensate CCC for the pricing difference between such years, preventing CCC from being financially harmed due to the County not adopting a timely budget.

ARTICLE IX: LIABILITY AND RISK MANAGEMENT

- 9.1 Insurance. At all times during this Agreement, CCC shall maintain professional liability insurance covering CCC, its employees, and its officers in the minimum amount of at least one million dollars (\$1,000,000) per occurrence or per claim and three million dollars (\$3,000,000) in the aggregate. In the event that the coverage materially adversely changes, CCC shall notify the County in writing. CCC shall also notify the County, in writing, of any reduction in policy amounts or cancellation of insurance coverage.

- 9.2 Lawsuits against the County. In the event that any lawsuit (whether frivolous or otherwise) is filed against either the County, its employees, its elected officials, employees and agents based on or containing allegations concerning the actions or omissions of CCC, each of CCC or its employees, agents, subcontractors, assignees or independent contractors, as the case may be, may be joined as parties defendant in any such lawsuit; each shall be responsible for their own defense and any judgments rendered against them. Nothing herein shall prohibit any of the parties to this Agreement from joining the remaining parties hereto as defendants in lawsuits filed by third parties.
- 9.3 Responsibility for Actions and Omissions. Each of CCC and the County is responsible for its own actions or omissions. Nothing in this Agreement shall be construed as prohibiting any party from seeking indemnity or contribution as appropriate.

During the term of this Agreement, CCC agrees to procure and maintain such policies of general and professional liability and other insurance at minimum levels of no less than: (a) professional liability insurance at a minimum level of \$1,000,000 per claim or occurrence/\$3,000,000 annual aggregate; (b) comprehensive general liability insurance at a minimum level of \$1,000,000 per claim or occurrence/\$3,000,000 annual aggregate; and (c) director and officer liability coverage for CCC's directors, officers, trustees and managers in the minimum amount of \$5,000,000. Such insurance coverage shall cover the acts and omissions of CCC as well as those legally authorized to act on behalf of CCC. CCC agrees to deliver memorandum copies of such policies to the Sheriff upon request. CCC agrees to give the Sheriff at least thirty (30) days advance notice of any cancellation or material adverse modification of said policies.

The County shall immediately notify CCC of any incident, claim, or lawsuit of which the County becomes aware regarding CCC's obligations under this Agreement, and shall fully cooperate in the defense of such claim, but CCC shall retain sole control of the defense while the action is pending.

ARTICLE X: MISCELLANEOUS

- 10.1 Independent Contractor Status. The parties acknowledge that CCC is an independent contractor. Nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, or a joint venture relationship among the parties.
- 10.2 Assignment and Subcontracting. CCC shall not assign this Agreement to any other corporation without the express written consent of the County which consent shall not be unreasonably withheld. Any such assignment or subcontract shall include the obligations contained in this Agreement. Any assignment or subcontract shall not relieve CCC of its independent obligation to provide the services and be bound by the requirements of this Agreement
- 10.3 Notice. Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to

have been duly given if sent by certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at the following address or to any other person at any other address as may be designated in writing by the parties.

a. Watauga County Sheriff Department
185 Hodges Gap Road
Boone, NC 28607
(828) 264-3761

b. Competent Correctional Care, Inc.
105 A North Main Ave
Newton, NC 28658
(828) 465-9737

- 10.4 **Governing Law.** This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of North Carolina, except if specifically otherwise stated.
- 10.5 **Entire Agreement.** This Agreement constitutes the complete understanding and entire agreement between the parties with respect to the terms and conditions set forth herein, and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and agreements that have been made in connection with the subject matter hereof and supersede all previous written or oral agreements and representations. The terms and conditions of this Agreement shall control over any terms and conditions in any solicitation, request for proposal, proposal, purchase order, acknowledgment, or other written form. No modifications or amendments to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto. All prior negotiations, agreements, and understandings with respect to the subject matter of this Agreement are superseded hereby.
- 10.6 **Amendment.** This Agreement may be amended or revised only in writing and signed by all parties.
- 10.7 **Waiver of Breach.** The waiver by either party of breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.
- 10.8 **Third-Party Reimbursements and Beneficiaries.** The parties agree that the County shall take all reasonable steps necessary to insure availability of third party reimbursement as allowed by law. County understands and agrees that if, during the course of treatment of an Inmate or other individual treated at the Facility, an outside payment source other than the County is identified for such Inmate's other individual's care, the source of such payment may be investigated by CCC and pursued if appropriately available under the laws of the state and the United States. Medicaid/Medicare is not an available outside payment source to individuals once they have been incarcerated, and CCC will not seek, direct, or assist in Medicaid/Medicare reimbursement. CCC will inform each provider

utilized by CCC not to bill Medicaid/Medicare and directed to direct the request for payment either to CCC, the individual or legally allowable third party payor(s). The parties agree that they have not entered into this Agreement for the benefit of any third person or persons, and it is their express intention that the Agreement is intended to be for their respective benefit only and not for the benefit of others who might otherwise be deemed to constitute third-party beneficiaries hereof.

- 10.9 Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.
- 10.10 Force Majeure. Neither party shall be held responsible for any delay or failure in performance (other than payment obligations) to the extent that such delay or failure is caused by fire, flood, hurricane, explosion, war, strike, labor action, terrorism, embargo, government regulation, riot, civil or military authority, act of God, acts or omissions of carriers, or other similar causes beyond its control.
- 10.11 Liaison. The County or its designee (so designated in writing by the County) shall be the liaison with CCC.
- 10.12 CCC Medical Practice Board If the Medical Director becomes unable to perform his duties, the CCC Medical Practice board will appoint an interim Medical Director to perform said duties. Within thirty (30) days, the CCC Medical Practice Board will elect a new medical director (with approval of the Sheriff).

ARTICLE XI: DEFINITIONS

- 11.1 CPI increase means the lesser of: (i) 5.5% or (ii) the relevant reported CPI % change, rounded to the nearest tenth, in the CPI, All Urban Consumers (Current Series), Not Seasonally Adjusted, US City Average, Hospital and related services (SEMD) applicable to the twelve (12) months ended on April of the applicable Fiscal Year. The CPI Increase will apply to this Agreement but no decrease will apply. The calculation of the relevant reported CPI change will use the following formula using data reported by the Bureau of Labor Statistics for the applicable period: $\text{CPI for current period} - \text{CPI for previous period} = \text{Index Point Change}$ $(\text{Index Point Change} - \text{CPI for previous period}) \times 100 = \text{CPI Increase}$ rounded to the nearest whole number. As and for an example, as indicated in the Bureau of Labor Statistics report available at <http://data.bls.gov>, the CPI for April 2007 is 492 and for April 2008 is 530; the CPI Increase would be 7.7% under the formula stated in this Section 112.
- 11.2 Elective Medical Care means services and supplies which, if not provided, would not, as determined by CCC's medical director, cause the Inmate's health to deteriorate or cause definite harm to the Inmate's well being.
- 11.3 Emergency Services means medically necessary healthcare services needed to treat or screen for a medical condition manifesting itself by acute symptoms of sufficient severity

such that, in the absence of immediate medical attention will result in any of the following:

1. Placing the health of an individual or with respect to a pregnant woman, the health of the woman and her unborn child, in serious jeopardy;
 2. Serious impairments to bodily functions; or
 3. Serious dysfunction of any bodily organ or part
- 11.4 Fiscal Year means the twelve months beginning July 1 and ending June 30.
- 11.5 Included Medical Care means reasonable and medically necessary medical care, (including services, supplies and screening such as laboratory and radiology), required to be provided or arranged for Inmates by CCC under this Agreement and not excluded under applicable law, regulation or ruling. Some medically necessary services are expressly not required to be provided or arranged.
- 11.6 Inmate means an individual under the physical custody and control of the Facility. The following individuals are not Inmates for purposes of this Agreement: individuals who are for any reason not in the physical custody and control of the Facility including, but not limited to, any individuals who do not sleep at Facility at night, individuals assigned to work release, individuals who are temporarily released such as for funerals, escapees, individuals in the custody of any police or penal jurisdictions other than Facility. All determinations about an individual's status as an Inmate shall be based on the actual clock time of release or custody, not the calendar day of release or custody.
- 11.7 Primary Correctional Healthcare means Included Medical Care professional medical care and certain supplies directly provided by CCC. Primary Correctional Healthcare includes only those certain prescription and non-prescription drugs listed on the Medication Formulary attached hereto as Exhibit C. CCC may amend Exhibit C upon written notice to County.
- 11.8 Referral Correctional Healthcare means Included Medical Care provided by vendors, specialists or facilities, as independent contractors, under arrangement with CCC. Referral Correctional Healthcare includes, but is not limited to, any medical devices, prosthesis, durable medical equipment and any prescription or non-prescription drugs other than those listed on the Medication Formulary attached hereto as Exhibit C. CCC is not responsible for the actions or omissions of providers of Referral Correctional Healthcare.

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IN WITNESS WHEREOF the parties have executed this Agreement in their official capacities with legal authority to do so.



WATAUGA COUNTY, NORTH CAROLINA

By: [Signature]
Nathan A. Miller, Chairman
Watauga County Board of Commissioners
DATE: 11/16/11

Attest:

[Signature] (SEAL)
Anita Fogle, Clerk to the Board

COMPETENT CORRECTIONAL CARE, INC.

BY: [Signature]
TITLE: President
DATE: 11/21/11

[Signature]
L.D. Hagaman, Jr.
SHERIFF, WATAUGA COUNTY
DATE: 11-17-11

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

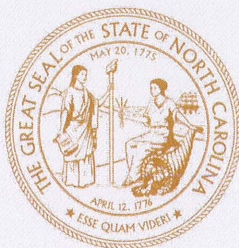
[Signature]
Margaret Pierce
Watauga County Finance Officer

AGENDA ITEM 5:

**PRESENTATION OF THE GOVERNOR'S PROCLAMATION OF ELDER ABUSE
AWARENESS MONTH 2013**

MANAGER'S COMMENTS:

Governor McCrory has proclaimed May 10th through June 17th, 2013 as "Elder Abuse Protection Month" in North Carolina. Mr. Jim Atkinson, Social Services Director, will present the Governor's proclamation and request the Board adopt the proclamation as presented.



State of North Carolina

PAT McCRORY
GOVERNOR

ELDER ABUSE AWARENESS MONTH

2013

BY THE GOVERNOR OF THE STATE OF NORTH CAROLINA

A PROCLAMATION

WHEREAS, North Carolina joins the world in recognizing World Elder Abuse Awareness Day every June 15th; and

WHEREAS, national and international research reveals that abuse, neglect and exploitation of vulnerable and older adults are grossly underreported; and

WHEREAS, North Carolina's vulnerable and older adults of all social, economic, racial and ethnic backgrounds may be targets of abuse, neglect or exploitation, which can occur in families, long-term care settings and communities; and

WHEREAS, the State of North Carolina enacted the nation's first elder abuse law in 1973 aimed at protecting older adults and vulnerable adults age 18 to 59 with disabilities, and increasingly recognizes the need for a comprehensive system of protection for vulnerable and older adults; and

WHEREAS, protecting North Carolina's vulnerable and older adults is a community responsibility and all citizens are charged under State law to report suspected abuse, neglect or exploitation to their local County department of social services; and

WHEREAS, in fiscal year 2012 over 21,000 reports of abuse, neglect or exploitation of vulnerable and older adults were made to North Carolina's 100 county departments of social services; and

WHEREAS, the Division of Aging and Adult Services partners with County departments of social services to offer a statewide Adult Protective Services Program, with area agencies on aging to increase awareness about elder abuse through its Long-Term Care Ombudsman Program, and with the State Attorney General's Office and others to assist victims of telemarketing scams and other forms of consumer fraud; and

WHEREAS, by 2025, 86 of North Carolina's 100 counties are projected to have more people age 60 and over than age 17 and younger, and 1 in 4 North Carolinians will be age 60 and older; and

WHEREAS, Mother's and Father's Days are national holidays intended to honor, respect, and promote the dignity and well-being of our parents;

NOW, THEREFORE, I, PAT McCRORY, Governor of the State of North Carolina, do hereby proclaim May 10 – June 17, 2013 as "ELDER ABUSE AWARENESS MONTH" in North Carolina, and commend its observance to all citizens.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of North Carolina at the Capitol in Raleigh this fifth day of April in the year of our Lord two thousand and thirteen, and of the Independence of the United States of America the two hundred and thirty-seventh.



Pat McCrory
PAT McCRORY
Governor

AGENDA ITEM 6:**PROPOSED COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PLANS AND POLICIES FOR THE 2012 SCATTERED SITE HOUSING PROGRAM****MANAGER'S COMMENTS:**

Mr. Furman will present the proposed ordinance, policies, and resolutions that are required by the Division of Community Assistance for the Community Development Block Grant (CDBG) funds for the 2012 Scattered Site Housing program.

The ordinance, policies, and resolutions requiring adoption are as follows:

- A. 504 Grievance Procedure
- B. Citizen Participation Plan
- C. Code of Conduct Resolution
- D. Complaint Procedure
- E. Equal Employment & Procurement Plan
- F. Fair Housing Complaint Procedure
- G. Fair Housing Plan
- H. Fair Housing Resolution
- I. Language Access Plan
- J. Optional Coverage Relocation Benefit Policy
- K. Optional Coverage Relocation Plan Resolution
- L. Policy Definitions
- M. Procurement Policy
- N. Project Ordinance – Watauga 2012 SSH
- O. Residential Anti-displacement and Relocation Plan
- P. Section 3 Plan – New
- Q. Watauga 2012 SSH Admin Contract

In addition to the ordinance, policies, and resolutions requiring adoption, the Board will need to approve and execute the contract with the High Country Council of Governments to administer the grant. Ms. Michelle Ball with the High Country Council of Governments will present the documents.

Board action is required to adopt the ordinance, policies, resolutions, and execute the contract with the High Country Council of Governments for grant administration of the Community Development Block Grant (CDBG) funds for the 2012 Scattered Site Housing program.

WATAUGA COUNTY SECTION 504 ADA GRIEVANCE PROCEDURES

WHEREAS, the Board of Commissioners of Watauga County, North Carolina is committed to complying with the Americans with Disabilities Act; and

WHEREAS, the Board of Commissioners of Watauga County, North Carolina recognizes the potential for complaints regarding compliance.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Board of Commissioners of Watauga County, North Carolina does adopt and will adhere to the following Watauga County ADA Grievance Procedure.

Watauga County has adopted an internal grievance procedure providing for prompt and equitable resolution of complaints alleging any action prohibited by the U.S. Department of Justice regulations implementing Title II of the Americans with Disabilities Act. Title II states, in part, that “no otherwise qualified disabled individual shall, solely by reason of such disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination” in programs or activities sponsored by a public entity.

Complaints shall be addressed to Joe Furman, (828) 265-8043, who has been designated to coordinate ADA compliance efforts. TTY assistance is available at (800) 735-2962 for the hearing impaired.

1. A complaint should be filed in writing or verbally, contain the name and address of the person filing it, and briefly describe the alleged violations of the regulations.
2. A complaint should be filed within thirty days after the complainant becomes aware of the alleged violation. (Processing of allegations of discrimination which occurred before this procedure was in place will be considered on a case-by-case basis.)
3. An investigation, as may be appropriate, shall follow a filing of complaint. The investigation shall be conducted by the ADA Coordinator and the County Manager. These rules assume informal but thorough investigations, affording all interested persons and their representatives, if any, an opportunity to submit evidence relevant to a complaint.

Under the Department of Justice regulations, Watauga County needs not process complaints from applications for employment or from applications for admission to post-secondary educational institutions.

4. A written determination as to the validity of the complaint and a description of the Resolution, if any, shall be issued by the ADA Coordinator and a copy forwarded to the complainant no later than thirty days after its filing.
5. The ADA Coordinator shall maintain files and records of Watauga County relating to the complaints filed.
6. The complainant can request a reconsideration of the case in instances where he or she is dissatisfied with the resolution. The request for reconsideration should be made within thirty days to the members of the Board of Commissioners.
7. The right of a person to a prompt and equitable resolution of the complaint filed here under shall not be impaired by the person's pursuit of other remedies such as the filing of an ADA complaint with the responsible federal department or agency. Use of this grievance procedure is not a prerequisite to the pursuit of other remedies.
8. These rules shall be construed to protect the substantive rights of interested persons to meet appropriate due process standards, and to assure that Watauga County complies with the ADA implementing regulations.

ADOPTED AND APPROVED this _____ day of _____, 20____.

Chairman, Board of Commissioners

ATTEST:

Clerk to the Board

WATAUGA COUNTY CITIZEN PARTICIPATION PLAN FOR COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS

The Watauga County will provide citizens with an adequate opportunity for meaningful involvement on a continuing basis and for participation in the planning implementation, and assessment of CDBG programs. The procedures for ensuring this are outlined below.

- (1) Citizen participation in the application process. The County shall
 - (A) Solicit and respond in a timely manner to views and proposals of citizens, particularly low-and moderate-income persons, members of minority groups, and residents of blighted areas where activities are proposed. The County shall respond in writing to written citizens comments. Responses shall be made within ten (10) calendar days of receipt of the citizen comment.
 - (B) Provide technical assistance to facilitate citizen participation, where requested. The technical assistance shall be provided to groups representative of persons of low-and moderate-income that request such assistance in developing proposals. The level and type shall be determined by the County.
 - (C) Provide adequate notices of public hearings in timely manner to all citizens and in such a way as to make them understandable to non-English speaking persons. Non-English speaking persons should request assistance in a timely manner prior to the hearing by notifying the office of the County Manager. Hearings will be held at times and locations convenient to potential or actual beneficiaries and with accommodations for the handicapped. A notice of the public hearing shall be published at least once in the nonlegal section of a newspaper having general circulation in the area. The notice shall be published no less than ten days nor more than 25 days before the date fixed for the hearing. The notice of public hearing to obtain citizens' views after the application has been prepared, but prior to the submission of the application to the Division of Community Assistance (DCA) shall contain a description of the proposed project(s) including the proposed project location, activities to be carried out, and the total costs of activities.
 - (D) Schedule hearings to obtain citizens' views and to respond to citizen proposals at times and locations that permit broad participation, particularly by low-and moderate-income persons, members of minority groups, handicapped persons, and residents of blighted neighborhoods and project areas.

- (E) Conduct one public hearing during the planning process to allow citizens the opportunity to express views and proposals prior to formulation of the application.
 - (F) Conduct one public hearing after the application has been prepared but prior to submission of the application to DCA.
- (2) Submitting objections to the Division of Community Assistance (DCA).
- (A) Persons wishing to object to the approval of an application by the Watauga County shall submit to DCA their objections in writing. DCA will consider objections made only on the following grounds.
 - (i) The applicant's description of the needs and objectives is plainly inconsistent with available facts and data.
 - (ii) The activities to be undertaken are plainly inappropriate to meeting the needs and objectives identified by the applicant, and
 - (iii) The application does not comply with the requirements of DCA or other applicable laws.
 - (B) All objections shall include an identification of the requirements not met. In the case of objections made on the grounds that the description of needs and objectives is plainly inconsistent with significant, generally available facts and data, the objection shall include the facts and data upon which the objection is based.
 - (C) The address of the Division of Community Assistance is attached to this plan.
- (3) Submitting objections to the County.
- (A) Persons wishing to object directly to the County please refer to the complaint procedures established by the Watauga County that is attached.
- (4) Citizen participation is provided for in the program amendment process, if the County proposes an amendment that would require prior North Carolina Department of Economic and Community Development (NCDECD) approval. The County will:

- (A) Conduct one public hearing prior to the submission of the amendment to DCA in the same manner as in Part (1), (A),(B),(C),(D), of this plan.
 - (B) Respond to citizen's objections and comments in the same manner as in (2) (A),(B),(C) and (3) (A).
- (5) Submitting Objections to the Division of Community Assistance (DCA).
- (A) Persons wishing to object to the approval of an amendment by DCA shall make such objection in writing. DCA will consider objections made only on the following grounds:
 - (i) The recipient's description of needs and objectives is plainly inconsistent with available facts and data.
 - (ii) The activities to be undertaken are plainly inappropriate to meeting the needs and objectives identified by the recipient, and
 - (iii) The amendment does not comply with the requirements of applicable laws and regulations.
 - (B) All objections shall include an identification of the requirements not met. In the case of objections made on the grounds that the description of needs and objectives is plainly inconsistent with significant, generally available facts and data, the objection shall include the facts and data upon which the objection is based.
- (6) Citizen participation in the program closeout process.
- (A) Recipients shall conduct one public hearing to assess program performance during the grant closeout process and prior to the actual closeout of the grant in the same manner as in Part (1)(A)(B)(C) of this plan.
 - (B) Recipients shall continue to solicit and respond to citizen comment in the same manner as in Part (2),(A),(B),(C) and (3)(A). of this plan until such time as the grant program is closed.
- (7) Persons may submit written comments to DCA at any time concerning the applicant's or recipient's failure to comply with the requirements contained in this plan.

- (i) All records of public hearings, citizens' comments, responses to comments and other relevant documents and papers shall be kept in accordance with Rule .0911 the program regulations. All program records shall be accessible to citizens in accordance with Rule .0911(b) of the program regulations.

The Watauga County Complaint Procedure Process
Community Development Block Grant (CDBG) Program

Persons wishing to object to the Watauga County's Community Development Block Grant Program shall submit a complaint in writing. The objection shall be addressed to the County Manager, 814 West King Street, Suite 205, Boone, NC 28607. A citizen may contact the office of the manager by telephone at (828) 265-8000, or for the hearing impaired; TTY assistance is available at (800) 735-2962, for clarification or further information on the complaint process.

The County will respond within ten (10) calendar days of receipt of the complaint. The County will consider objections made on the following grounds:

- a.) the recipient's description of needs and objectives is plainly inconsistent with available facts and data, and
- b.) the activities undertaken are plainly inappropriate to meeting the needs and objectives identified by the recipient.

All objections shall include an identification of requirements not met. In the case of objections made on the grounds that the description of needs and objectives is plainly inconsistent with significant, generally available data and facts, the objection shall include the facts and data upon which the data is based.

Additionally, the complaint shall contain:

- a. The name and signature of the complainant.
- b. The address to which the County's response should be mailed.
- c. A telephone number where the complainant, or an individual knowledgeable about the substance of the complaint, can be reached during daytime hours.
- d. The nature of the complaint, including any relevant information or documentation.
- e. A recommendation concerning how the complainant wishes to have the matter resolved.

Note: In the case of a handicapped person who is unable to prepare a written response, a phone call to the office of the County Manager at (336) 219-2501 will be sufficient for such persons to initiate the complaint process. The County will make every reasonable effort to provide a written response to a complainant within ten (10) days of its receipt or, if the complaint is about work presently occurring at a property, an "action" response within two (2) days of receipt of notice, followed up by a written response will occur. The County will indicate its position on the matter and the action it proposes to take. The County will not be obligated, however, to respond to any anonymous or fictitious complaints.

Adopted this the _____ day of _____, 20_____.

Chairman, County Commissioners

ATTEST:

Clerk to the Board

Code of Conduct Resolution County of Watauga

WHEREAS, the Community Development Block Grant – U.S. Housing and Urban Development Programs of the Federal and State Governments requires Watauga County to maintain a written Code of Conduct for public officials (elected and appointed), officers, employees or agents engaged in the award or administration of contracts supported by federal funds; and

WHEREAS, no public official, employee, official, officer or agent of Watauga County shall participate in the selection or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, is involved; and

WHEREAS, Attachment O – Circular No. A-102 of the Code of Federal Regulations, section 7, entitled “Code of Conduct” defines such a conflict of interest that would involve a financial or other interest, real or apparent, is involved; and

WHEREAS, North Carolina General Statutes Chapter 14, Article 31, entitled “Misconduct in Office” provides standards, regulations, and penalties for violation of state and local laws by public officials, officers, and employees;

NOW, THEREFORE, BE IT RESOLVED that North Carolina General Statutes, Chapter 14, Article 31, entitled “Misconduct in Office” shall govern the code of conduct required by the Code of Federal Regulations, Attachment O, and Circular No. A-102, as set forth heretofore.

Adopted this ____ day of _____, 20____.

Chairman, Board of Commissioners

Clerk to the Board

WATAUGA COUNTY COMPLAINT PROCEDURE

Watauga County has Community Development Block Grant (CDBG) projects currently in progress. The County has put in place the following procedure to handle complaints regarding their ongoing CDBG program(s).

During the Application Process:

If an applicant feels that his/her application was not fairly reviewed and would like to appeal the decision made concerning it, he/she should contact the CDBG Administrator within 5 days of the initial decision and voice their concern.

If the applicant remains dissatisfied with the decision, a detailed complaint should be submitted in writing within 10 days of the initial decision made on the application. Watauga County will respond in writing to any complaints or appeals within 10 business days of receiving written comments.

During the Rehabilitation Process:

If the homeowner feels that construction is not being completed according to the contract, he/she must inform the contractor and CDBG Administrator. The CDBG Administrator and Watauga County Grants Coordinator will inspect the work in question consulting the Watauga County Building Inspector as necessary.

If the work is found to not be in compliance with the work write-up, the CDBG Administrator will review the work write-up with the contractor to remedy the situation. In the event the problem persists, a mediation conference between the homeowner and the contractor will be convened by the CDBG Administrator and the Grants Coordinator and facilitated by the County Manager.

Should the mediation conference fail to resolve the dispute, the County Manager will render a final written decision. If the CDBG Administrator and Grants Coordinator find the work is being completed according to the work write-up, the complaint will be noted. Then the CDBG Administrator will discuss the concern and the reason for the County Manager’s decision with the homeowner.

If you have any questions about the complaint procedure or would like to register a complaint, please contact The Watauga County Manager at (828) 265-8000 or, for the hearing impaired, TTY assistance is available at (800) 735-2962.

ADOPTED, this _____ day of _____, 20_____.

By: _____
Chairman, County Commissioners

ATTEST:

Clerk

SEAL

EQUAL EMPLOYMENT AND PROCUREMENT PLAN

The Watauga County maintains the policy of providing equal employment opportunities for all persons regardless of race, color, religion, sex, national origin, handicap, age, political affiliation, or any other non-merit factor, except where religion, sex, national origin, or age is a bona fide occupation qualification for employment.

In furtherance of this policy the County prohibits any retaliatory action of any kind taken by any employee of the County against any other employee or applicant for employment because that person made a charge, testified, assisted or participated in any manner in a hearing, proceeding, or investigation of employment discrimination.

The County shall strive for greater utilization of all persons by identifying previously under utilized groups in the work force, such as minorities, women, and the handicapped, and making special efforts toward their recruitment, selection, development, and upward mobility and any other term, condition, or privilege of employment.

Responsibility for implementing equal opportunities and Affirmative Action measures is hereby assigned to the County Manager and/or other persons designated by the Manager or Board of Commissioners to assist in the implementation of this policy statement.

The County shall develop a self-evaluation mechanism to provide for periodic examination and evaluation. Periodic reports as requested on the progress of equal Employment Opportunity and Affirmative Action will be presented to the Board of Commissioners by the County Manager.

The County is committed to this Policy and is aware that with its implementation, the County will receive positive benefits through the greater utilization and development of all human resources.

Adopted this ____ day of _____, 20____.

Signature of Chairman

ATTEST:

Clerk

WATAUGA COUNTY FAIR HOUSING COMPLAINT PROCEDURE

Watauga County has Community Development Block Grant (CDBG) projects currently in progress. The CDBG program requires that a Fair Housing plan and complaint procedure be adopted by the County.

Housing discrimination is prohibited by Title VIII of the Civil Rights Act of 1968 and by the North Carolina State Fair Housing Act. In an effort to promote fair housing and to ensure that the rights of housing discrimination victims are protected, Watauga County has adopted the following procedures for receiving and resolving housing discrimination complaints:

1. Any person or persons wishing to file a complaint of housing discrimination in Watauga County may do so by informing the Watauga County Manager of the facts and circumstances of the alleged discriminatory act or practice;
2. Upon receiving a housing discrimination complaint, the Watauga County Manager shall inform the North Carolina Human Relations Commission (Commission) about the complaint. The Watauga County Manager shall then assist the Commission and the complainant in filing an official written housing complaint with the Commission, pursuant to the State Fair Housing Act and Title VIII;
3. The Watauga County Manager shall offer assistance to the Commission in the investigation and conciliation of all housing discrimination complaints, which are based upon events occurring in Watauga County.
4. The Watauga County Manager shall publicize within Watauga County area that the Watauga County Manager is the local official to contact with housing discrimination complaints based upon events occurring in Watauga County;
5. All complaints shall be acknowledged within ten (10) days of receipt.

If you have any questions about the complaint procedure or would like to register a complaint, please contact The Watauga County Manager at (828) 265-8000 or, for the hearing impaired, TTY assistance is available at (800) 735-2962.

ADOPTED, this _____ day of _____, 200__.

By: _____
Chairman, County Commissioners

ATTEST:

Clerk

SEAL

Recipient's Plan to Further Fair Housing

Grantee: Watauga County

Recipient's Address: 814 West King Street, Suite 205, Boone, NC 28607

Contact Person: Deron Geouque

Contact Phone #: (828) 265-8000

Contact Email:

TDD #: (800) 735-2965

Deron.geouque@watgov.org

NC Relay # : (800) 676-3777

I. Indicate if the Recipient will be affirmatively furthering fair housing for the first time or has implemented specific activities in the past.

First Time _____

Past Activities X

II. Identify and analyze obstacles to affirmatively furthering fair housing in recipient's community. (Use additional pages as necessary)

The primary obstacles to affirmatively furthering fair housing in Alleghany County are the following:

1. A large number of people within the community are unaware of the existence of fair housing laws;
2. Many residents do not understand the rights and responsibilities of individuals covered by fair housing laws;

III. Will the above activities apply to the total municipality or county?

Yes X

No _____

If no, provide an explanation.

(Use additional pages as necessary)

IV. Briefly describe the quarterly activities that the recipient will undertake over the active period of the grant to affirmatively further fair housing in their community. A time schedule and estimated cost for implementation of these activities must be included. *Activities must be scheduled for implementation at least on a quarterly basis.* (Use attached table)

Grantee: Watauga County

Quarterly Fair Housing Activity	Months	Year	Estimated Cost	Actual Cost
Adopt FH policy, Complaint Procedure	Apr. - June	2013	\$0.00	
Provide local Cooperative Extension office with HUD homebuyer materials.	July – Sept.	2013	\$10.00	
Publish FH Complaint Procedure in local newspaper	Oct.-Dec.	2013	\$75.00	
Post FH Complaint Procedure on County website.	Jan.-Mar.	2014	\$0.00	
Conduct a FH fair, workshop, or expo, in conjunction with an ongoing event if possible, to promote fair housing in Watauga County.	Apr.-June	2014	\$150.00	
Provide County buildings with FH brochures and post FH posters.	July-Sep.	2014	\$10.00	
Post FH Complaint Procedure in County buildings	Oct.-Dec.	2014	\$5.00	
Provide HUD homebuyer information in County buildings.	Jan. – Mar.	2015	\$10.00	
Replenish FH brochures as needed in County buildings.	Apr.-June	2015	\$10.00	
Provide County buildings with landlord/tenant information.	July-Sept.	2015	\$10.00	
Provide area realtors and local lenders with HUD homebuyer information.	Oct.- Dec.	2015	\$75.00	
Provide FH brochures in County buildings.	Jan. – Mar	2016	\$10.00	

- V. **Describe recipient’s method of receiving and resolving housing discrimination complaints. This may be either a procedure currently being implemented or one to be implemented under this CDBG grant. Include a description of how the recipient informs the public about the complaint procedures.** (Use additional pages as necessary)
- 1) Any person or persons wishing to file a complaint of housing discrimination in Watauga County may do so by **informing the County Manager** of the facts and circumstance of the alleged discriminatory acts or practice.
 - 2) Upon receiving a housing discrimination complaint, the County Manager shall acknowledge the complaint within **10 days in writing** and inform the Division of Community Assistance and the North Carolina Human Relations Commission about the complaint.
 - 3) The County Manager shall **offer assistance** to the Commission in the investigation and reconciliation of all housing discrimination complaints which are based on events occurring in the county.
 - 4) The County Manager shall **publicize** in the local newspaper, with the TDD#, who is the local agency to contact with housing discrimination complaints.

Approved By:

Nathan Miller, Chairman

Name and Title of Chief Elected or Executive Officer	Signature	Date
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FAIR HOUSING RESOLUTION

WHEREAS, Watauga County seeks to protect the health, safety and welfare of its residents; and

WHEREAS, citizens seek safe, sanitary and habitable dwellings in all areas of the County; and

WHEREAS, the County finds the denial of equal housing opportunities because of religion, race, creed, color, sex, national origin, handicap or age legally wrong and socially unjust; and

WHEREAS, the denial of equal housing opportunities in housing accommodations is detrimental to public welfare and public order; and

WHEREAS, the County finds the practice of discrimination against any citizen in housing a denial of his equal opportunity to seek better living conditions and to develop community pride;

NOW, THEREFORE, BE IT ORDAINED, by the County Commissioners of Watauga County, North Carolina, that:

Section I. The County Commissioners of Watauga County have declared it an official policy of the County government that there shall not be discrimination in the terms and conditions for buying or renting housing in Watauga County.

Section II. All business groups and individual citizens of Watauga County are urged to respect and implement this policy.

Section III. The Chairman or his or her designate, is the official authorized to (1) receive and document complaints regarding housing discrimination in Watauga County; and (2) refer such complaints to the North Carolina Human Relations Commissioners for investigation, conciliation and resolution.

ADOPTED, this _____ day of _____, 20_____.

By: _____
Chairman, County Commissioners

ATTEST:

Clerk

Language Access Plan

Watauga County

The purpose of this Policy and Plan is to ensure compliance with Title VI of the Civil Rights Act of 1964, and other applicable federal and state laws and their implementing regulations with respect to persons with limited English proficiency (LEP). Title VI of the Civil Rights Act of 1964 prohibits discrimination based on the ground of race, color or national origin by any entity receiving federal financial assistance. Administrative methods or procedures, which have the effect of subjecting individuals to discrimination or defeating the objectives of these regulations, are prohibited.

In order to avoid discrimination on the grounds of national origin, all programs or activities administered by Watauga County must take adequate steps to ensure that their policies and procedures do not deny or have the effect of denying LEP individuals with equal access to benefits and services for which such persons qualify. This Policy defines the responsibilities the agency has to ensure LEP individuals can communicate effectively.

This policy and plan is effective **May 21, 2013 for a period of three (3) years.**

I. Scope of Policy

These requirements will apply to Watauga County (**herein referred to as “the agency”**) including subcontractors, vendors, and sub-recipients.

The agency will ensure that LEP individuals are provided meaningful access to benefits and services provided through contractors or service providers receiving sub-grants from the agency.

II. Definitions

- A. CI: Community Investment and Assistance, North Carolina Department of Commerce
- B. Limited English Proficient (LEP) individual – Any prospective, potential, or actual recipient of benefits or services from the agency who cannot speak, read, write or understand the English language at a level that permits them to interact effectively with health care providers and social service agencies.
- C. Vital Documents – These forms include, but are not limited to, applications, consent forms, all compliance plans, bid documents, fair housing information, citizen participation plan, letters containing important information regarding participation in a program; notices pertaining to the reduction, denial, or termination of services or benefits, including the right to appeal such actions, or

that require a response from beneficiary notices advising LEP persons of the availability of free language assistance, LEP outreach materials, and any other documents determined by agency to be vital documents.

- D. Title VI Compliance Officer: The person or persons responsible for compliance with the Title VI LEP policies.
- E. Substantial number of LEP: 5% or 1,000 people, whichever is smaller, are potential applicants or recipients of the agency and speak a primary language other than English and have limited English proficiency.

III. Providing Notice to LEP Individuals

- A. The agency will take appropriate steps to inform all applicants, recipients, community organizations, and other interested persons, including those whose primary language is other than English, of the provisions of this policy. Such notification will also identify the name, office telephone number, and office address of the Title VI compliance officer(s).

List the current name, office telephone number and office address of the Title VI compliance officers:

Joe Furman

Watauga County Planning & Inspections Director

331 Queen Street, Suite A

Boone, NC 28607

(828) 265-8043

- B. The agency will post and maintain signs in regularly encountered languages other than English in waiting rooms, reception areas and other initial points of contact. These signs will inform applicants and beneficiaries of their right to free language assistance services and invite them to identify themselves as persons needing such services.

Signs will be posted in the County Administration Building and in the Planning & Inspections Department in the East Annex.

- C. The agency will include statements of the right to free language assistance in Spanish and other significant languages in all outreach material that is routinely disseminated to the public (including electronic text).

The agency will also disseminate information in the following manner:

Printed information will be made available at selected agency-owned buildings that explain the rights provided by this policy. In addition, the policy will be accessible on the agency's web site.

IV. Provision of Services to LEP Applicants/Recipients

A. Assessing Linguistic Needs of Potential Applicants and Recipients

1. The agency will assess the language needs of the population to be served, by identifying:
 - a. The language needs of each LEP applicant/recipient
 - b. The points of contact where language assistance is needed; and
 - c. The resources needed to provide effective language assistance including location, availability and arrangements necessary for timely use.
2. Determining the Language Needs of the Population to be Served

The agency is responsible for assessing the needs of the population to be served. Such assessment will include, but not be limited to the following:

- a. The non-English languages that are likely to be encountered in its program will be identified.
- b. An estimate of the number of people in the community for whom English is not the primary language used for communication will be completed and updated annually. To identify the languages and number of LEP individuals local entities should review:
 - i. census data
 - ii. school system data
 - iii. reports from federal, state, and local governments
 - iv. community agencies' information, and
 - v. data from client files
- c. The points of contact in the program or activity where language assistance is likely to be needed will be identified.

3. Determining the Language Needs of Each Applicant/Recipient

The agency will determine the language needs of each applicant/recipient. Such assessment will include, but not be limited to the following:

- a. At the first point of contact, each applicant/recipient will be assessed to determine the individual's primary language.

Check all methods that will be used:

- ✓ multi-language identification cards, a poster-size language list, or the use of "I speak" peel-off language identification cards for indicating preferred languages
 - ✓ English proficiency assessment tools, provided they can be administered in a manner that is sensitive to and respectful of individual dignity and privacy
- b. If the LEP person does not speak or read any of these languages, the agency will use a telephone interpreting service to identify the client's primary language.
 - c. Staff will not solely rely on their own assessment of the applicant or recipient's English proficiency in determining the need for an interpreter. If an individual requests an interpreter, an interpreter will be provided free of charge. A declaration of the client will be used to establish the client's primary language.
 - d. When staff place or receive a telephone call and cannot determine what language the other person on the line is speaking, a telephone interpreting service will be utilized in making the determination.
 - e. If any applicant/recipient is assessed as LEP, they will be informed of the availability of free language interpretative services. When there is a direct (face-to-face) contact with a person assessed as LEP and whose primary language is one of the ones identified in Section IV.C. below, a written notice of the availability of free language interpretative services will be provided.

B. Provision of Bilingual/Interpretive Services

1. The agency will ensure that effective bilingual/interpretive services are provided to serve the needs of the non-English speaking population. The provision of bilingual/interpretive services will be prompt without undue delays. In most circumstances, this requires language services to be available during all operating hours.

This requirement will be met by:

Bilingual agency staff is available. If staff is not able to assist the Limited English Proficient person in a reasonable amount of time, a telephone interpreter service will be used.

2. The agency will provide language assistance at all level of interaction with LEP individuals, including telephone interactions.

Describe how this requirement will be met:

At the initial point of contact, it will be determined by the agency or administration staff if the LEP individual is proficient enough in English to request that translation services be provided. If the individual is able to request translation services, their contact information will be taken. Agency staff will contact the LEP individual and provide the required translation services. If neither administration staff nor agency staff is available to provide translation services in a reasonable amount of time, telephone translation service will be provided.

3. Interpreter Standards

- a. Those providing bilingual/interpretive services will meet the linguistic and cultural competency standards set forth below. The agency will ensure that interpreters and self-identified bilingual staff, have first been screened to ensure that the following standards are met before being used for interpreter services:
 - i. Can fluently and effectively communicate in both English and the primary language of the LEP individual
 - ii. Can accurately and impartially interpret to and from such languages and English
 - iii. Has a basic knowledge of specialized terms and concepts used frequently in the provision of the agency's services
 - iv. Demonstrates cultural competency
 - v. Understands the obligation to maintain confidentiality
 - vi. Understands the roles of interpreters and the ethics associated with being an interpreter

The agency will ensure that all bilingual interpreters have a basic understanding of the CDBG program, understand the need for confidentiality and cultural competency, and will provide an CDBG administrative staff person to accompany the interpreter to provide more detailed explanations of the CDBG program and requirements should the need arise.

- b. When staff members have reason to believe that an interpreter is not qualified or properly trained to serve as an interpreter, the agency will utilize a language service.

4. Using Family Members or Friends as Interpreters

- a. The agency will first inform an LEP person, in the primary language of the LEP person, of the right to free interpreter services and the potential problems for ineffective communication. If the LEP person declines such services and requests the use of a family member or friend, the agency may utilize the family member or friend to interpret only if the use of such person would not compromise the effectiveness of services or violate the LEP person's confidentiality. The agency will monitor these interactions and again offer interpreter services, if it appears there are problems with this arrangement.
- b. The agency will indicate in the LEP individual's file that an offer of interpreter services was made and rejected; that the individual was informed of potential problems associated with using friends or family members and the name of the person serving as an interpreter at the LEP individual's request.
- c. Only under extenuating circumstances shall the agency allow a minor (under the age of 18 years) to temporarily act as an interpreter. The agency will keep a written record of when it has used a minor as an interpreter, and this information will be shared with the CI upon request.

- 5. The agency will *not* require the applicant/recipient to pay for bilingual/interpretive services.

C. Provision of Written Translations

- 1. The agency must provide written materials in languages other than English where a substantial number or percentage of the population eligible to be served or likely to be directly affected by the program needs services or information in a language other than English to communicate effectively.
- 2. Translation of Vital Documents
 - a. The agency will ensure that vital documents for locally designed programs are translated at minimum into Spanish.

- b. When CI forms and other written material contain spaces in which the local entity is to insert information, this inserted information will also be in the individual's primary language. When such forms are completed by applicants/recipients in their primary language, the information must be accepted.
 - c. If, as a result of the local language assessment, it appears there are a substantial number of potential applicants or recipients of the agency (defined as 5% or 1,000 people whichever is less) who are LEP and speak a language other than Spanish, the agency will translate and provide vital documents in the appropriate language.
 - d. The agency will keep a record of all vital documents translated, and will submit this information to *CI at their request*.
3. If the primary language of an LEP applicant or recipient is a language other than Spanish and the language does not meet the threshold for translation as defined in the preceding paragraph, the LEP individual who requests a translation will be informed in their own language of the right to oral translation of written notices. The notification will include, in the primary language of the applicant/recipient, the following language:

IMPORTANT: IF YOU NEED HELP IN READING THIS, ASK THE AGENCY FOR AN INTERPRETER TO HELP. AN INTERPRETER IS AVAILABLE FREE OF CHARGE.

D. Documentation of Applicant/Recipient Case Records

- 1. The agency will maintain case record documentation in sufficient detail to permit a reviewer to determine the agency's compliance with this policy.
- 2. The agency will ensure that case record documentation, including computerized records if appropriate, identifies the applicants/recipient's ethnic origin and primary language. In those cases where the applicant/recipient is non-English speaking, the agency will:
 - a. Document the individual's acceptance or refusal of forms or other written materials offered in the individual's primary language.
 - b. Document the method used to provide bilingual services, e.g., assigned worker is bilingual, other bilingual employee acted as interpreter, volunteer interpreter was used, or client provided interpreter. When a minor is used as interpreter, the agency will document the circumstances requiring temporary use of a minor and will provide this information to CI upon request.

3. Consent for the release of information will be obtained from applicants/recipients when individuals other than agency employees are used as interpreters and the case record will be so documented.

E. Staff Development and Training

1. The agency will provide staff training at new employee orientation and continuing training programs. The training will include, but not be limited to:
 - a. Language assistance policies and procedures, resources available to support such procedures, methods of effective use of interpreters, and familiarization with the discrimination complaint process.
 - b. Cultural awareness information, including specific cultural characteristics of the groups served by the agency to provide a better understanding of, and sensitivity to, the various cultural groups to ensure equal delivery of services.
2. The agency will provide or ensure training is provided for bilingual staff and interpreters employed or utilized by the agency. This includes the ethics of interpreting, including confidentiality; methods of interpreting; orientation to the organization; specialized terminology used by the agency; and cultural competency.
3. The agency will ensure that applicable grantees, contractors, cooperative agreement recipients and other entities receiving state or federal dollars are trained in the requirements of this policy.

Consultants hired by the agency to provide CDBG grant administration will be made aware of, and will be required to attend any training required by CI concerning this policy. Consultants will then be required to insure compliance with this policy with any engineers or contractors procured to complete CDBG activities.

4. The agency will collect and maintain the following information about training provided to staff: the date(s) of such training, the content of such training, the number and types of credit hours awarded; and the names and identifying information of each attendee at the training. The agency will ensure that grantees, contractors, cooperative agreement recipients and other applicable funded entities collect and maintain such information as well.

V. Compliance Procedures, Reporting and Monitoring**A. Reporting**

1. The agency will complete an annual compliance report and send this report to CI.

B. Monitoring

1. The agency will complete a self-monitoring report on a quarterly basis, using a standardized reporting system providing by the CI. These reports will be maintained and stored by the Title VI compliance officer and will be provided to the CI upon request.
2. The agency will cooperate, when requested, with special review by the CI.

VI. Applicant/Recipient Complaints of Discriminatory Treatment**A. Complaints**

1. The agency will provide assistance to LEP individuals who do not speak or write in English if they indicate that they would like to file a complaint. A complaint will be filed in writing, contain the name and address of the person filing it or his/her designee and briefly describe the alleged violation of this policy.
2. The agency will maintain records of any complaints filed, the date of filing, actions taken and resolution.
3. The agency will notify the appropriate agency or Division within CI of complaints filed the date of filing, actions taken and resolution. This information will be provided within 30 days of resolution.

B. Investigation

1. The CI Compliance Office will conduct an investigation of the allegations of the complaint. The investigation will afford all interested persons and their representatives, if any, an opportunity to submit evidence relevant to the complaint.
2. The investigation will not exceed 30 days, absent a 15-day extension for extenuating circumstances.

C. Resolution of Matters

1. If the investigation indicates a failure to comply with the Act, the local unit of government, agency Director or his/her designee will so inform the recipient and the matter will be resolved by informal means whenever possible within 60 days.
2. If the matter cannot be resolved by informal means, then the individual will be informed of his or her right to appeal further to the Department of Justice. This notice will be provided in the primary language of the individual with Limited English Proficiency.
3. If not resolved by CI, then complaint will be forwarded to DOJ, HUD Field Office.

Adopted this _____ day of _____, 20__.

Chairman

ATTEST: _____

OPTIONAL COVERAGE RELOCATION BENEFITS POLICY
FOR
WATAUGA COUNTY, NORTH CAROLINA

WATAUGA COUNTY
CDBG PROGRAMS

1. Organization and Administration

High Country Council of Governments will administer and coordinate all relocation activities (temporary or permanent) resulting from Community Development activities. Relocation assistance and payments will be provided to individuals and families displaced as a result of Community Development housing code enforcement, Voluntary Demolition, or other Community Development Activities that are not otherwise covered by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (hereinafter referred to as the “Uniform Act”).

2. Eligibility

Individuals and families residing in the Community Development Block Grant Project Area, that are displaced as a direct result of housing activities or other community development activities and which have unmet, long-term, relocation needs are eligible to receive assistance. In addition, eligibility of the individual or family must have been established and documented prior to the provision of financial assistance under this plan. Families who are permanently displaced due to unanticipated events such as fires, floods, or other man-made or natural disasters may also be eligible if they resided in the Community Development Block Grant Project Area identified in the application for grant assistance at the time of the disaster.

3. Authority

Optional relocation benefits are authorized by the Uniform Relocation Assistance and Real Property Acquisition Policies Act and the interim rule which describes the “Act”.

4. Assistance to be Provided

The following optional relocation coverage relocation policy is to be used during the implementation of the Community Development Block Program. All persons displaced in accordance with this policy shall be provided relocation assistance in accordance with guidelines outlined under 49 CFR 24, “Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Program”, except as outlined below:

- a) Displaced Person A displaced individual is someone whose home, which is located within Watauga County, is determined to be in a condition too dilapidated to be economically feasible to rehabilitate and will be demolished. This can also include a person temporarily displaced as a result of program activities such as housing rehabilitation.
- b) Initiation of Negotiations The term “initiation of negotiations” shall be defined under this policy to mean the date the Notice of Relocation Eligibility is issued to the occupant.

- c) Comparable Replacement Dwelling The term “comparable replacement dwelling”, as defined under 49 CFR 24, shall be redefined under this policy to mean a dwelling in which is (1) decent, safe, and sanitary as defined in 49 CFR 24.2(a)(8); (2) functionally equivalent to displacement dwelling; (3) adequate in size to accommodate the occupants; (4) on a site not subject to adverse environmental conditions; (5) in a location generally not less desirable than the location of the displaced person’s dwelling with respect to public utilities, commercial and public facilities, and reasonably accessible to the person’s place of employment; (6) on a site that is typical in size for residential development with normal site improvements including customary landscaping. The site will not include special improvements such as outbuildings, swimming pools, or greenhouses; (7) currently available to the displaced person in the private market; however, a government subsidized dwelling unit will be considered comparable if it meets standards (1) through (6) above and the displacement dwelling is government subsidized and (8) within the financial means of the displaced person, as defined under 49 CFR 24.29. Circumstances permitting temporary relocation and basic conditions of an emergency move will be followed in accordance with 49 CFR 24.203(c)(4) and 49 CFR 24.204(b) and (c).
- d) Relocation Notices A “Notice of Relocation Eligibility” outlining all information described under 49 CFR 24.203 (a) and (b) will be sent by certified mail or hand delivered to all displaced individuals concurrently with any letter or document initiating negotiations for the displacement dwelling. Additionally the Community Development Administrator will, in all cases, precede the initiation of negotiations with a documented personal interview with the individual to be displaced. Ninety-day notices shall be prepared in issued in accordance with 49 CFR 24.203(c).
- e) Level and amounts of CDBG assistance available to eligible individuals and families shall include the following limits:
- 1) Homeowner Replacement Housing Payment- eligible homeowners, as defined by 49 CFR 24.401(a) may receive a replacement housing payment, as computed in accordance with 49 CFR 24.401.
 - 2) Down-payment Assistance – down-payment assistance for eligible tenants or homeowners as defined by 49 CFR 24.402(a) may be received in an amount equal to the relocation benefits, as computed in accordance with 49 CFR 24.402(c), for at tenant or homeowner.
 - 3) Rental Assistance – eligible tenants as defined by 49 CFR 24.402(a) may receive an amount for rental assistance as compute din accordance with 49 CFR 24.402(b).

- 4) Moving Expenses – an eligible individual or family may receive moving and related expenses as calculated in accordance with 49 CFR 24.302 (see table1)
- 5) Eligible individuals or families may receive assistance in the form of relocation planning, advisory and coordination services consistent with those described in Section 24.205 of the URA. These shall include, but not be limited to, the provision of transportation as deemed necessary and reasonable to support the relocation, assistance in submitting claims for payment, counseling and education on relocation regulations and coordinating these activities with existing social service and economic assistance programs as they are available.
- 6) Eligible tenants may elect assistance as described in Section 104(d) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act and further described in Sections 570.496.a(b) and 570.606(b) of the interim rule. Their rental assistance provided for relocation under this section is as follows:
 - i. A choice between actual reasonable moving expenses as described in 24 CFR 42.301(b)(1) or a fixed expense as described in 24 CFR 42.302. See Table 1 below for the North Carolina fixed expense schedule as prepared by the US Department of Transportation.

Table 1										
Occupant Owns Furniture									Occupant Does Not Own Furniture	
Number of Rooms of Furniture										
1	2	3	4	5	6	7	8	Each Addtn'l Room	First Room	Each Addtn'l Room
\$550	\$750	\$1,050	\$1,200	\$13,50	\$1,600	\$1,700	\$1,900	\$150	\$350	\$50

- ii. Advisory Services as described in 24 CFR Part 42, Subpart C.
- iii. Reimbursement for reasonable and necessary security deposit and credit checks.
- iv. Replacement Housing Assistance – A person choosing to rent must be offered either (1) a Section 8 housing voucher/certificate (through the housing authority) and referrals to comparable replacement dwelling unity where the owner agrees to participate in the Section 8 Program or (2) cash rental assistance to reduce the rent and utility costs to 30% of his/her income (adjusted, as determined by grantee/recipient) for a 5-year period and appropriate referrals to comparable replacement dwellings.

- f) To prevent “windfall”, rental assistance payments to tenants who pay little or no rent, the following procedure will be utilized:
- 1) Prior to computing rental assistance the Community Development Administrator will determine the fair market rent for the displacement dwelling. If the existing rent is above 75% of the fair market rent the existing rent shall be used to compute the rental assistance payment. However, if the existing rent is less than 75% of the fair market rent, the fair market rent shall be used to compute the rental assistance payment.
 - 2) In situations where fair market rent is utilized to compute the rental assistance payment and the tenant’s non-subsidized total monthly housing cost is not affordable after relocation, the rental assistance payment shall be increased to the extent necessary to insure an affordable monthly housing cost (i.e., total non-subsidized housing costs less than 30% of gross income).
 - 3) Actual rent may be used for tenants paying little or no rent if the use of fair market rent would create an undue hardship and prevent the person from obtaining comparable standard replacement housing.
- g) Owner-occupants of displacement mobile homes situated on a rented site are eligible for down-payment assistance for purchase of a new mobile home site in lieu of a rental assistance payment, in addition to a replacement housing payment, if a comparable rental site cannot be located on a timely or cost-effective basis.
- h) If such assistance as prescribed in the above sections is not sufficient to completely relocate a household in accordance with the Uniform Relocation Assistance and Real Property Acquisition Regulations (49 CFR 24), the grantee/recipient may provide additional assistance as outline in 49 CFR 24-404, Replacement Housing of Last Resort.

5. Affirmative Action For Low Income and Minority Persons

All Relocation assistance provided under this plan will be undertaken in a non-discriminatory manner. Any Low-income or minority individual or family assisted under this plan shall not be required to move to an area of low-income and/or minority concentration as a condition of receiving relocation assistance, unless they have been given opportunities to relocation to a comparable replacement dwelling that is not located in an area of low-income and/or minority concentration, if such opportunities are available.

6. Temporary Relocation

Rehabilitation shall be conducted without relocation of the affected occupants to the greatest extent feasible. Should relocation be necessary and should available temporary housing be substandard by the above definition, the minimum standards set forth shall not apply. Such relocation shall be accomplished at the minimum feasible cost. Of the two moves involved, (out of and back into the rehabilitated structure) one may be financed under a Fixed Payment for Moving Expenses as described below. Temporary relocation payments will be limited to cover only those expenses that would not otherwise be normal to the relocatee. That is to say, expenses that are directly relocated to the temporary relocation and which are above and beyond the normal expenses incurred by the relocatee. These would include, but not be limited to, reasonable expenses for lodging for the period of dislocation, travel expenses to and from the lodging or other temporary relocation site, costs for temporary storage of household belongings. This would not include reimbursement for expenses that would otherwise be incurred (meals, normal travel, etc.) Relocates are required to submit receipts to the County documenting the expenses for which they are requesting reimbursement.

7. Relocation Record-keeping

Complete records, documents, and justification for payments made pursuant to this plan shall be maintained in accordance with the guidelines under 49 CFR 24.9 of the “Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs”.

8. Complaint Procedure

Watauga County conforms to standard, ethical practices in the relocation of individuals and families and desires to see that all interests are protected. If there are any questions or complaints, Watauga County solicits the cooperation of all owners and requests an opportunity to discuss them in an effort to satisfy all parties concerned. The County has adopted the following Complaint Procedure:

Citizens may make comments at any point in the program including planning, implementation, and closeout. Watauga County will respond in writing to written citizen comments. Citizen comments should be mailed to the Watauga County Manager, 814 West King Street, Suite 205, Boone, NC 28607. The County will respond to all written comments within ten (10) calendar days of receipt of the comments.

Should any individual, family, or entity have a complaint concerning the Watauga County Community Development Block Grant Program, the complaint should first be discussed with the Project Manager. **ALL EFFORTS SHOULD BE EXHAUSTED TO RESOLVE THE COMPLAINT AT THIS LEVEL.**

If the complaint cannot be resolved in this manner, a meeting with the Watauga County Manager to discuss the complaint should be requested. The request should be in writing and should briefly outline the complaint. A meeting date and time will be established within five (5) calendar days of receipt of the request. Upon meeting and discussing the complaint, a reply will be made, in writing within five (5) calendar days.

If the citizen is dissatisfied with the local response, they may **write** to the North Carolina Department of Commerce, Division of Community Assistance (DCA), 4313 Mail Service Center, Raleigh, NC 27699-4313. DCA will respond **only to written comments** within ten (10) calendar days of the receipt of the comments.

ADOPTED, this _____ day of _____, 20_____.

By: _____
Chairman, County Commissioners

ATTEST:

Clerk

SEAL

OPTIONAL COVERAGE RELOCATION PLAN RESOLUTION WATAUGA COUNTY, NORTH CAROLINA

A Resolution Authorizing the Adoption of an Optional Coverage Relocation Plan for the Watauga County Community Development Block Grant Program.

Be it resolved by the Board of Commissioners of Watauga County, North Carolina, That:

WHEREAS, Watauga County is participating in the Community Development Block Grant Program under the Housing and Community Development Act of 1974, as amended, administered by the North Carolina Department of Commerce; and

WHEREAS, the relocation of individuals and families is an eligible activity under this program;

WHEREAS, Watauga County has been allocated funds under Title I of the Housing and Community Development Act of 1974; and

WHEREAS, it is the objective, spirit and intent of the Community Development Block Grant to achieve the revitalization of neighborhoods through improvements of housing conditions for low and moderate income citizens; and

WHEREAS, the rehabilitation of some dwellings units is so extensive that the work cannot be accomplished without temporarily dislocating the residents from their properties; and

WHEREAS, some occupied dwelling units are unfit for human habitation, financially and structurally no feasible for rehabilitation, and require demolition; and

WHEREAS, it is often undesirable to permanently dislocate some residents from their properties, change their status from homeowners to tenants, or increase their financial burden for housing costs; and

WHEREAS, Section 105(a)(11) of the Housing and Community Development Act of 1974, as amended, permits a CDBG grantee to design and administer an "Optional Coverage" relocation program which can provide benefits to displaces of dilapidated units which are subject to removal through local code enforcement activities (without real property acquisition), voluntary demolition, or provide assistance to residents that are temporarily dislocated from their properties; and

WHEREAS, such relocation benefits must be utilized by the qualified recipient to obtain standard housing, cover moving expenses and related costs for those individuals displace by grant activities; and

WHEREAS, an Optional Coverage Relocation Plan has been prepared and has been reviewed by the Board of Commissioners of Watauga County; and

WHEREAS, it is the desire of Watauga County to foster such worthy objectives with the Community Development Block Grant Program.

THEREFORE, BE IT RESOLVED that the Board of Commissioners of Watauga County, North Carolina hereby adopt the attached policy of Optional Coverage Relocation Plan, as set forth in Section 105(a)(11) of the Housing and Community Development Act of 1974, as amended. Such plan is to cover any and all financial obligations incurred during any necessary relocation of affected citizens.

Adopted this _____ day of _____, 20_____.

Chairman, Watauga County
Board of Commissioners

ATTEST:

Clerk

CDBG Compliance Requirements

504 ADA Grievance Procedure – Policy for the public to make claims of discrimination due to disability with regards to the denial of participation in a CDBG project.

Local Economic Benefit for Low- and Very Low-Income Persons Plan (Section 3 Plan) – The Plan states that the CDBG recipient will make a good faith effort to fill needed positions for CDBG construction projects with lower-income residents of the project area. Contractors and subcontractors have to adopt similar plans.

Procurement Policy – Policy the CDBG recipient is to follow in the procurement of Grant Administrative Services, Engineering Services, and Contractors for a project using CDBG funding.

Code of Conduct – Policy assuring that no member of the elected governing body, anyone in a decision making position, or their immediate family will *personally or financially* gain from a project using CDBG funding.

Residential Anti-displacement and Relocation Assistance Plan – Plan outlining the relocation procedures for those homeowners displaced by a project using CDBG funds.

Optional Coverage Relocation Plan/Resolution – The plan is adopted as an alternative to the Uniform Relocation Act. This allows the CDBG recipient to be more flexible in the assistance provided to those homeowners relocated because of participation in a CDBG project.

Citizen Participation Plan – Procedures for providing access to project information to the public. It includes the process for properly advertised public hearings in an accessible forum. Also included in the plan is a complaint procedure.

Project Ordinance – This ordinance provides the CDBG funding breakdown of the project. It alerts the CDBG recipient's finance office of the accounting requirements of the funding and how the funds should be tracked.

Equal Employment and Procurement Plan – The plan assures that CDGB recipients will not discriminate on the basis of religion, race, color, creed, sex, national origin, disability, or age as it pertains to their hiring practices of employees.

Complaint Procedure - The Procedure for the public to submit complaints to the governing body with regards to the current Scattered Site Housing Program.

Language Access Plan (LAP) – The procedure the County will follow to assist those citizens/applicants with Limited English Proficiency (LEP).

Fair Housing

Fair Housing Plan – Plan outlines a list of quarterly activities to promote Fair Housing through the life of the project.

Fair Housing Resolution – Policy prohibiting the practice of discrimination on the basis of religion, race, color, creed, sex, national origin, disability, or age as related to the purchase or rental of housing within the Town/County. The resolution also urges businesses and citizens to comply.

Fair Housing Complaint Procedure – The Procedure for the public to submit complaints to the governing body with regards to Fair Housing.

Fair Housing Analysis of Impediments – Report analyzing the fair housing impediments of the Town/County. **Not included. Watauga County's current Fair Housing Analysis of Impediments does not expire until March 2016.**

WATAUGA COUNTY
Procurement Policy for Recruiting and Selecting Contractors
for CDBG Programs

As Administrator for the Watauga County's CDBG Program, the High Country Council of Governments (hereafter called "High Country COG") will adhere to the following policy when recruiting and selecting contractors for the CDBG Scattered Site Housing Program.

1. High Country COG will identify contractors that will work within the region (Alleghany, Ashe, Watauga, Mitchell, Watauga, Wilkes, and Yancey Counties) by advertising at least once during the lifetime of the project in the local newspaper in order to solicit attention from qualified contractors, as well as, female and minority owned businesses. If interested, they may complete a Contractor Registration form and submit it, along with proof of insurance and a copy of their Lead Based Paint Safe Work Practices certificate, to High Country COG. High Country COG may check their employer, supplier, and personal references before adding them to the approved Contractors List. High Country COG may also verify insurance coverage before adding the contractor to the approved list.
2. High Country COG will follow informal bidding procedures when selecting a contractor from the approved Contractors List to perform rehabilitation work through the CDBG Program.
3. High Country COG will send bid packets to all contractors on the approved Contractors List. The bid packet will consist of at least the following:
 - Address and driving directions to the property (properties) to be rehabilitated;
 - Date, time, and place to meet the Grant Administrator for inspection of units to be rehabilitated and/or contact information for the homeowner for the contractor to schedule an individual inspection of the property;
 - Date, time, and place for bid submission;
 - Date, time, and place for bid opening;
 - Work write-up with a floor plan of the home to be rehabilitated.
4. Every effort will be made to obtain at least three bids prior to the opening. If less than two bids are received, the submission deadline may be extended to allow bidders more time to submit bids. In this instance, the contractor who has submitted a bid will be informed and invited and encouraged to bid again. All bids, regardless of number received, will then be opened.
5. High Country COG will hold a bid opening in Watauga County, witnessed by a representative from the County, and will read the bids aloud before recording them. Bids will not be opened until at least ten (10) days after the contractors are allowed to inspect the unit(s) to be rehabilitated.

6. Watauga County has the right to reject any or all bids and reserves the right to award no more than two contracts per bidder at any given time.
7. Watauga County and High Country COG reserve the right to delete any item bid or to add any additional items to the work write-up/ contract.
8. The lowest responsible bidder(s) will be awarded the contract(s) taking into consideration time, quality, and performance. Watauga County and High Country COG reserve the right to reject a bid if its representatives determine that the rehabilitation could not be adequately completed for the proposed price.
9. All successful bidders will be notified within ten (10) days of the opening. All other bidders who did not attend the bid opening will be responsible for contacting High Country COG for the results of the award.
10. Contractors may be removed or suspended from the approved Contractors List for any of the following reasons:
 - a) Notification of the contractor's debarment from receiving any federal or state funds.
 - b) Failure to start and/or finish jobs on time as set forth in the contract documents and established at the pre-construction conference.
 - c) Poor quality of workmanship.
 - d) Neglecting to take care of warranty work promptly and in a satisfactory manner.
 - e) Failure to submit valid bids on a regular basis.
 - f) Falsification of any documents submitted to High Country COG.
 - g) Expiration of or failure to provide proof of insurance.
 - h) Failure to comply with terms and conditions set forth in the rehabilitation contract.
 - i) Failure to promptly pay material and labor bills (i.e. subcontractors, suppliers, and other vendors/creditors involved).
 - j) Consumption of or working under the influence of alcoholic beverages or illegal drugs on the job site by the contractor, his employees, or his subcontractors.
 - k) Making "side deals" (regarding performing the work specified in the work write-up or any additional work) with a CDBG homeowner while work for the CDBG Program is in progress.
 - l) Varying from the work write-up specifications without an approved change order.
 - m) Failure to obtain the homeowner's consent to work on the residence in the homeowner's absence.

11. When selecting contractors for work that falls under the Local Option portion of the project (less than \$5,000), contractors may be procured any one of three ways:

- 1) Informal estimates will be obtained verbally or in writing;
- 2) Estimates from local material suppliers are obtained to insure lowest cost when volunteer labor is used;
- 3) Bids will be solicited in an informal manner as described above.

Watauga County and High Country COG reserve the right to change any of the aforementioned requirements. Contractors will be notified prior to the effective date of a change.

ADOPTED this day ____ of _____, 20____.

Chairman, Board of Commissioners

Attest

Watauga County
Grant Project Ordinance
Watauga County Scattered Site Housing Program
CDBG #12-C-2431

BE IT ORDAINED by Watauga Board of Commissioners, pursuant to Section 13.2 of Chapter 159 of the general statutes of North Carolina, the following grant project is hereby adopted:

Section 1. The project authorized is the Community Development Project described in the work statement contained in the Grant Agreement between this unit and the Department of Commerce.

Section 2. The officers of this unit are hereby directed to proceed with the grant project within the terms of the grant document(s), the rules and regulations of the Department of Commerce and the budget contained herein.

Section 3. The following revenues are available to complete this project:

Community Development Grant	\$225,000
Total	\$225,000

Section 4. The following amounts are appropriated for the project:

Watauga County Scattered Site Housing Rehabilitation #12-C-2431

Housing Rehabilitation	\$ 180,000
Local Option/Emergency Repair	\$ 22,500
Administration and Planning	<u>\$ 22,500</u>
Total Project	\$ 225,000

Section 5. The Finance Officer is hereby directed to maintain within the Grants Project Fund sufficient specific detailed accounting records to provide the accounting to the grant agency required by the grant agreement(s) and federal and state regulations.

Section 6. Requests for funds should be made to the grantor agency in an orderly and timely manner as funds are obligated and expenses incurred.

Section 7. The Finance Officer is directed to report quarterly on the financial status of each project element in Section 4 and on the grant revenues received or claimed.

Section 8. The Budget Officer is directed to include a detailed analysis of past and future costs and revenues on this grant project in every budget submission made to this board.

Section 9. Copies of this Grant Project Ordinance shall be made available to the Budget Officer and the Finance Officer for direction in carrying out this project.

ADOPTED this _____ day of _____, 20_____.

Chairman

ATTEST:

Clerk

RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN

Watauga County will replace all occupied and vacant occupiable low/moderate income dwelling units demolished or converted to a use other than as low/moderate income housing as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974, as amended, as described in 24CFR 570.606(c)(2).

All replacement housing will be provided within three years of the commencement of the demolition or rehabilitation relating to conversion. Before obligating or expanding funds that will directly result in such demolition or conversion, Watauga County will make public the following information in writing:

1. A description of the proposed assisted activity;
2. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as low/moderate income dwelling units as a direct result of the assisted activity;
3. A time schedule for the commencement and completion of the demolition or conversion;
4. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units;
5. The source of funding and a time schedule for the provision of replacement dwelling units; and
6. The basis for concluding that each replacement dwelling will remain a low/moderate income dwelling unit for at least ten (10) years from the date of initial occupancy;
7. Information demonstrating that any proposed replacement of dwelling units with smaller dwelling units is consistent with the housing needs of lower-income households in the jurisdiction.

Watauga County will provide relocation assistance, as described in 570.606(c)(2), to each low/moderate income household displaced by the demolition of housing or by the conversion of a low/moderate income dwelling unit to another use as a direct result of assisted activities.

Consistent with the goals and objectives of activities assisted under the Act, Watauga County will take the following steps to minimize the displacement of persons from their homes:

- 1) The County will attempt to renovate deteriorated units instead of demolishing them.
- 2) Only units which are beyond economical repair will be demolished.
- 3) Where feasible, the County will seek to locate community facilities and related development activities so as to minimize the impact on low/moderate occupied or vacant occupiable dwellings.

Date

Chairman

**Local Jobs Initiative
Section 3 Plan
Local Economic Benefit for Low- and Very Low-Income Persons**

Watauga County

June 1, 2013 – June 1, 2016

I. APPLICATION AND COVERAGE OF POLICY

The County is committed to the policy that, to the greatest extent possible, opportunities for training and employment be given to lower income residents of the community development project area and contracts for work in connection with federally assisted community development project be awarded to business concerns located or owned in substantial part by persons residing in the Section 3 covered area, as required by Section 3 of the Housing and Urban Development Act of 1968, the County of Watauga has developed and hereby adopts the following Plan:

The County will comply with all applicable provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended (24 CRF Part 135), all regulations issued pursuant thereto by the Secretary of Housing and Urban Development, and all applicable rules and orders of the Department issued thereunder

This Section 3 covered project area for the purposes of this grant program shall include Watauga County and portions of the immediately adjacent area.

The County will be responsible for implementation and administration of the Section 3 plan. In order to implement the County's policy of encouraging local residents and businesses participation in undertaking community development activities, the County will follow this Section 3 plan which describes the steps to be taken to provide increased opportunities for local residents and businesses

This Section 3 Plan shall apply to services needed in connection with the grant including, but not limited to, businesses in the fields of planning, consulting, design, building construction/renovation, maintenance and repair, etc.

When in need of a service, Watauga County will identify suppliers, contractors or subcontractors located in the Section 3 area. Resources for this identification shall include the Minority Business Directory published through the State Department of Commerce, local directories and Small Business Administration local offices. Word of mouth recommendation shall also be used as a source.

The County will include the Section 3 clause and this plan in all contracts executed under this Community Development Block Grant (CDBG) Program. Where necessary, listings from any agency noted above deemed shall be included as well as sources of subcontractors and suppliers. The Section 3 Plan shall be mentioned in the pre bid meetings and preconstruction meetings.

The prime contractor selected for major public works facility or public construction work will be required to submit a Section 3 Plan which will outline his/her work needs in connection with the project. Should a need exist to hire any additional personnel, the Watauga County Employment Security Commission shall be notified and referred to the contractor.

Each contract for housing rehabilitation under the program, as applicable, for jobs having contracts in excess of \$100,000 shall be required to submit a Section 3 Plan. This Plan will be maintained on file in the grant office and shall be updated from time to time or as the grant staff may deem necessary.

Early in our project, prior to any contracting, major purchases or hiring, we will develop a listing of jobs, supplies and contracts likely to be utilized during the project. We will then advertise the pertinent information regarding the project including all Section 3 required information. Community Investment and Assistance (CI) should be contacted with the Bid Materials to distribute the information throughout their list serve to reach out the communities.

II. AFFIRMATIVE ACTIONS FOR RESIDENT AND BUSINESS PARTICIPATION

Watauga County will take the following steps to assure that low income residents and businesses within the community development project area and within the County are used whenever possible: (Describe below)

The County will advertise in the local newspaper at least once during the life of the CDBG project soliciting the participation of Section 3 qualified and historically underutilized businesses (contractors) to be placed on solicitation lists.

All contractors will also be highly encouraged to sub-contract with Section 3 qualified businesses as well as hire any Section 3 qualified residents if additional workers are needed for the project.

Please check the methods to be used for the Section 3 program in your community:

The County will place a display advertisement in the local newspaper containing the following information:

- i. A brief description of the project
- ii. A listing of jobs, contracts and supplies likely to be utilized in carrying out the project.
- iii. An acknowledgement that under Section 3 of Housing and Community Development Act, local residents and businesses will be utilized for jobs, contract and supplies in carrying out the project to the greatest extent feasible.
- iv. A location where individuals interested in jobs or contracts can register for consideration
- v. A statement that all jobs will be listed through and hiring will be done through the local office of the North Carolina Employment Security Commission; a statement that all contracts will be listed with the North Carolina Division of Purchase and Contracts; and a statement that potential employees and businesses may seek development and training assistance through various state and local agencies, or which Watauga County will maintain a list for individuals and business concerns inquiring information

Training and technical assistance will be provided by the local community college for low income residents requiring skills to participate in community development project activities. Referrals will be made to the community college, local Private Industry Councils, **Job Training Partnership Act (29 U.S.C. 1579 (a)) (JTPA) Programs**, and job training programs provided by local community action agencies as appropriate. Residents and businesses will be encouraged to participate in state and/or federal job training programs that may be offered in the area.

Low income residents and businesses will be informed and educated regarding employment and procurement opportunities in the following ways:

- i. Advertisement in the local newspaper
- ii. Posting of Section 3 Plan at the County Courthouse
- iii. County Board meeting when project activities and schedules are discussed
- iv. Open meetings of Project Advisory Committee when everyone in neighborhood is invited
- v. Notification to other agencies that provide services to low-income people.

Other (describe):

Watauga County will, to the greatest extent feasible, utilize lower income area residents as trainees and employees:

1. Encourage rehabilitation contractors to hire local area residents
2. Encourage public works contractors to hire local area residents

Watauga County will, to the greatest extent feasible, utilize businesses located in or owned in substantial part by persons residing in the area

1. Contract with local contractors to perform demolition activities, and housing rehabilitation activities.
2. Encourage public improvement contractors to hire local residents for site clearance work, hauling materials, and performing other site improvements.
3. Encourage all contractors to purchase supplies and materials from the local hardware and supply stores

III. RECORDS AND REPORTS

Watauga County will maintain such records and accounts and furnish such information and reports as are required under the Section 3 regulations, and permit authorized representatives of CI, and federal agencies access to books, records, and premises for purposes of investigation in connection with a grievance or to ascertain compliance with this Section 3 Plan.

The County shall report annually the Section 3 numbers using the form HUD 60002 to CI at the end of the calendar year as part of the Annual Performance Report (APR).

IV. MONITORING COMPLIANCE

Watauga County may require each applicable contractor to provide a copy of the Section 3 Plan and will monitor compliance during the performance of the contract. Copies of all advertisements, notice, and published information will be kept to document the implementation of the plan.

V. COMPLAINTS CONTACT

Please provide the main contact in case that any complaint is received from the general public on Section 3 compliance (including name, phone number, address, and email):

Joe Furman, Director
Watauga County Planning and Inspections
331 Queen Street
Boone, NC 28607
(828) 265-8043

Adopted this _____ day of _____, 20____.

Chairman

ATTEST: _____
Clerk

AGREEMENT
Between the
High Country Council of Governments and Watauga County
For the Provision of
GRANT MANAGEMENT ASSISTANCE
SCATTERED SITE REHABILITATION

June 1, 2013 – December 1, 2015

This Agreement, entered into by and between the High Country Council of Governments (hereinafter called the "Planning Agency") and Watauga County, North Carolina (hereinafter called the "Local Government"), WITNESSETH THAT:

WHEREAS, the Planning Agency is empowered to provide planning assistance by the North Carolina General Statutes. Planning assistance shall consist of the provision of grant management assistance regarding Watauga County's CDBG Scattered Site Rehabilitation Project Number **12-C-2431**, more fully described on Attachment A to this Agreement; and

WHEREAS, the Local Government has requested the Planning Agency to provide such grant management assistance to the Local Government; and

WHEREAS, the Planning Agency desires to cooperate with the Local Government in every way possible to the end that the proposed activities are carried out in an efficient and professional manner.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

- 1) That during the period of the Contract, the Planning Agency will furnish the necessary trained personnel approved by the Local Government. The personnel will charge the exact number of hours worked on behalf of the Local Government on his normal time sheet of the Planning Agency. The Local Government will reimburse the Planning Agency monthly at a rate per hour for each of the personnel involved, which includes the salary, fringe benefits, travel, and indirect costs.
- 2) *Compensation* - The Local Government will pay the Planning Agency \$3,500 (three thousand five hundred dollars) for grant preparation and an amount for total grant administration of \$26,500 (twenty-six thousand five hundred dollars) which includes \$8,300 (eight thousand three hundred dollars) in service delivery for work write ups, housing inspections and construction oversight, as defined in the attached scope of services and \$18,200 (eighteen thousand two hundred dollars) for the satisfactory performance of all services related to the administration of the project. It is expressly understood that the total compensation shall not exceed the maximum sum specified without prior approval of both agencies.

- 3) *Time performance* - The Planning Agency shall ensure that all services required herein shall be completed and all required reports, maps, and documents submitted during the period beginning June 1, 2013 – December1, 2015.
- 4) *Interest of Members, Officers, or Employees of the Planning Agency, Members of the Local Government, or Other Public Officials* - no member, officer, or employee of the Planning Agency, or its agents; no member of the governing body of the locality in which the program is situated; and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any financial interest, either direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in the program. The Planning Agency shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.
- 5) *Nondiscrimination Clause* - No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds available under the Housing and Community Development Act of 1974, Section 109.
- 6) *Age Discrimination Act of 1975, as amended* - No qualified person shall on the basis of age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal financial assistance.
- 7) *Section 504, Rehabilitation Act of 1973, as amended* - No qualified handicapped person shall, on the basis of handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal financial assistance.
- 8) *Access to Records and Record Retainage* - All official project records and documents must be maintained during the operation of this project and for a period of three years following closeout, in compliance with 15 NCAC 13L Rule .0911, Record keeping. The North Carolina Department of Commerce, the North Carolina Department of Treasurer, U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Planning Agency which are pertinent to the execution of this Agreement, for the purpose of making audits, examination, excerpts, and transcriptions in compliance with 15 NCAC 13L Rule .0911, Record keeping.

- 9) *Termination of Agreement for Cause* - If, through any cause, the Planning Agency shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or violate any of the covenants, conditions, or stipulations of this Agreement, the Local Government shall thereupon have the right to terminate this Agreement by giving written notice of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared under this Agreement shall, at the option of the Local Government, become its property, and the Planning Agency shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials in direct proportion to the extent of services actually completed.
- 10) *Grantee Assurances* - In the performance of this Agreement, the Planning Agency shall comply with all applicable Federal rules and procedures outlined on the attached pages as E.O. 11246 Clause and the Section 3 Clause (Attachment B)
- 11) *Legal Remedies Provision* - As stated in 24 CFR Part 85.36, Contracts other than small purchases shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. Examples of legal remedies could be liquidated damages, consequential damages, arbitrations and others not listed.
- 12) *Remedies/Sanctions or Breach of Contract Terms* - In accordance with 24 CFR 85.36, upon written notice, the Local Government may withhold payments to the Planning Agency if the Planning Agency shall fail to fulfill in a timely and proper manner its obligations to the Local Government under this contract, or if the Planning Agency shall violate any of the conditions of this contract. The Local Government shall in its written notice to the Planning Agency fully describe the nature of failure or violation by the Planning Agency, the corrective action required of the Planning Agency, and the Local Government shall allow the Planning Agency thirty (30) days from the date of the notification to correct such failure and/or violation. If such failure or violation is corrected by the Planning Agency within thirty (30) days from the date of notification, then the Local Government shall process payment(s) to the Planning Agency. If such failure or violation is not corrected within thirty (30) days from the date of the notification, then the Local Government may proceed to terminate this contract.

IN WITNESS WHEREOF, the Planning Agency and the Local Government have executed this Agreement as of _____, 2013.

For the Local Government

For the Planning Agency

COUNTY OF WATAUGA

**HIGH COUNTRY
COUNCIL OF GOVERNMENTS**

By: _____

By:  _____

**Chairman Watauga County
Board of Commissioners**

Executive Director

 _____


Attest

Attest



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

ATTACHMENT A

Scope of Services Watauga County Scattered Site Rehabilitation Project

Scope of Services/Staff Assignment

The Scope of Services includes activities associated with the project administration and service delivery. The High Country Council of Governments will assign Michelle Ball, High Country Community Development Planner, the responsibility of administering the Watauga County Scattered Site Project CDBG Number 12-C-2431. Phillip Trew, Director of Planning and Development will provide overall supervision of this project. The scope of services will include the following:

- 1) Maintain on file all correspondence, agreements, and documentation relating to project activities.
- 2) Maintain documentation on the use of all project funds.
- 3) Process the Requisition for CDBG funds as necessary.
- 4) Complete all environmental review procedures.
- 5) Prepare all required public notices for publication, including request for Release of Funds.
- 6) Prepare project amendments, if needed.
- 7) Verify homeowner's income.
- 8) Coordinate with local health department to obtain well and septic permits.
- 9) Coordinate lead-based paint inspections of pre-1978 homes in compliance with CDBG regulations.
- 10) Perform work write-ups on the homes scheduled for rehabilitation or reconstruction.
- 11) Maintain current list of qualified, licensed contractors in the County and region.
- 12) Prepare bid documents and solicit bids from area contractors for all rehabilitation and reconstruction assistance.
- 13) Arrange and assist the County with bid openings.
- 14) Perform initial rehabilitation inspections, interim inspections and final inspections.
- 15) Coordinate reconstruction activities including clearance of existing home and set up of new home.

- 16) Maintain complete files on each rehabilitation and relocation job with all documentation required by program regulations.
- 17) Submit reports to the NC Division of Community Assistance in a timely manner.
- 18) Assist the Local Government in closeout procedures.
- 19) Submit monthly progress reports to the local government which would include an update of the grant schedule and information on any problems with the grant.
- 20) Perform other activities deemed necessary for the success of the project.

Time of Performance

The High Country Council of Governments proposes to complete all activities involved in administration of the Watauga County CDBG Scattered Site Project in a 30-month period beginning June 1, 2013 through December 1, 2015.

Cost

Administrative Budget

The High Country Council of Governments will provide the above services, which includes project administration and services associated with the housing rehabilitation and relocations for a fee of \$30,000. The budget is broken down as follows:

Administration*	\$22,500
Grant Preparation*	\$3,500
Travel	4,000
<i>Total</i>	<i>\$30,000</i>

* includes salaries, fringe benefits, and indirect costs

Assurances

Assurances are attached as a part of the contract.

Amendments

This scope of services and budget may be amended as desired by mutual consent of the Local Government and Planning Agency.

Schedule

Time spent on project – 35.5 hours/month on average
 Time spent in Watauga County – 15 hours/month on average

ATTACHMENT B

Assurances of Compliance

Executive Order 11246

During the performance of this Contract, the contractor agrees as follows:

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, or national origin. Such action shall include, but not be limited to the following: recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex age, or national origin.
- 3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, notice advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- 5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulation, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies involved as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- 7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Section 3 Clause

"Section 3" Compliance in the Provision of Training, Employment, and Business Opportunities.

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulation.
- C. The contractor agrees to send each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 2 clause, and will post copies of the notice in conspicuous places at the worksite where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violations of the regulations in 24 CFR part 135.

- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 to the maximum extent feasible, but not in derogations of compliance with section 7(b).

Lobbying Clauses

Required by Section 1352, Title 31, U.S. Code

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

AGENDA ITEM 7:

PROPOSED CONTRACT WITH MCGILL ASSOCIATES FOR DUE DILIGENCE AND PRELIMINARY ENGINEERING ANALYSIS FOR THE PROSPECTIVE COMMERCE PARK ON NC HWY 194

MANAGER'S COMMENTS:

Mr. Furman will present a contract negotiated with McGill Associates for due diligence and preliminary engineering analysis for the prospective business park property on NC Highway 194N. The scope of work does include a boundary survey. The County Attorney has reviewed the contract and recommends striking Paragraph 9, which limits McGill's liability to no more than their fee of \$52,000; and Paragraph 14, indemnifying McGill Associates which a governmental entity may not do.

Board approval is requested to approve the contract with McGill Associates in the amount of \$52,000 for due diligence and preliminary engineering analysis and striking paragraph nine (9) and fourteen (14) from the proposed contract.



May 13, 2013

Mr. Joe Furman
Director of Planning & Inspection/Economic Development
Watauga County
331 Queen Street, Suite A
Boone, North Carolina 28607

Re: Consulting Services Agreement
NC 194 Business Park Site
Watauga County

Dear Joe:

McGill Associates is pleased to submit this proposal for consulting services involving "Due Diligence" for Watauga County's Business Park site on NC 194. Please find three (3) copies of the agreement enclosed, which includes the scope of services and maximum not-to-exceed fee.

We appreciate the opportunity to assist Watauga County on this important economic development venture. Please let me know if you have any questions.

Sincerely,
McGILL ASSOCIATES, P.A.

A handwritten signature in black ink, appearing to read "Joel L. Storrow".

JOEL L. STORROW, PE
President

JLS:ac

cc: Keith Webb

Enclosures

CONSULTING SERVICES AGREEMENT

052113 BCC Meeting

This contract entered into this _____ day of _____, 2013 by and between Watauga County, NC hereinafter called the Client, and McGill Associates, P.A.;

Witnesseth that:

Whereas, the Client desires to engage McGill Associates to provide consulting services; and,

Whereas, the Client finds that the attached Scope of Services and terms of this agreement are acceptable; and,

Whereas, McGill Associates desires to provided said services and agrees to do so for the compensation and upon the terms and conditions as hereinafter set forth,

Now, therefore, the parties hereto do mutually agree as follows:

1. Scope of Services: McGill Associates shall provide the services attached hereto dated May 13, 2013, to this Agreement, hereinafter called services. Additional services will be provided at the Client's request.

2. Standard of Care: McGill Associates will perform its services using that degree of skill and diligence normally employed by professional engineers or consultants performing the same services at the time these services are rendered. McGill Associates will reperform any services not meeting this standard without additional compensation.

3. Authorization to Proceed: Execution of this Consulting Services Agreement will be considered authorization for McGill Associates to proceed unless otherwise provided for in this Agreement.

4. Changes in Scope: The Client may request changes in the Scope of Services provided in this Agreement. If such changes affect McGill Associates cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this Agreement, including Task Orders executed by both parties.

5. Compensation: The Client shall pay the compensation to McGill Associates set forth in the Proposal for Engineering Services letter dated May 13, 2013, attached hereto. McGill Associates shall submit invoices to the Client monthly for work accomplished under this agreement and the Client agrees to make payment to McGill Associates within thirty (30) days of receipt of the invoices. Client further agrees to pay interest on all accounts invoiced and not paid or objected to for a valid cause in writing within said thirty (30) days at a rate of 1-1/2 percent per month (18 percent per annum), until paid. Client agrees to pay McGill Associates' cost of collection of the amounts due and unpaid after sixty (60) days, including but not limited to, court costs and attorney's fees. McGill Associates shall not be bound by any provision such as contained in a purchase order or wherein McGill Associates waives any rights to a mechanic's lien or any provision conditioning McGill Associates' right to receive payment for its work upon payment to the Client by any third party. These general conditions are notice, where required, that McGill Associates shall file a lien whenever necessary to collect past due amounts. The Client agrees that failure to make payment in full within thirty (30) days of receipt of the invoice shall constitute a release of McGill Associates from any and all claims of negligence which Client may have. It is also mutually agreed that should the Client fail to make prompt payments as described herein, McGill Associates reserves the right to immediately stop all work under this agreement until disputed amounts are resolved.

6. Personnel: McGill Associates represents that it has, or will secure at their own expense, all personnel required to perform the services under this agreement and that such personnel will be fully qualified and adequately supervised to perform such services. It is mutually understood that should the scope of services require outside subcontracted services, McGill Associates may do so at their discretion.

7. Opinions or Estimates of Cost: Any costs estimates provided by McGill Associates shall be considered opinions of probable costs. These along with project economic evaluations provided by McGill Associates will be on a basis of experience and judgment, but, since McGill Associates has no control over market conditions or bidding procedures, McGill Associates cannot warrant that bids, ultimate construction cost, or project economics will not vary from these opinions.

8. Termination: This Agreement may be terminated for convenience by either the Client or McGill Associates with 15 days written notice or if either party fails substantially to perform through no fault of the other and does not commence correction of such non performance within 5 days of written notice and diligently complete the correction thereafter. On termination,

McGill Associates will be paid for all authorized work performed up to the termination date plus reasonable project closeout costs.

9. Limitation of Liability: McGill Associates liability for Client's damages will, in aggregate, not exceed the total fees paid by the Client for the Scope of Services referenced herein or \$50,000, whichever is greater. This provision takes precedence over any conflicting provision of this Agreement or any documents incorporated into it or referenced by it. This limitation of liability will apply whether McGill Associates liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, and shall include McGill Associates' directors, officers, employees and subcontractors. At additional cost, Client may obtain a higher limit prior to commencement of services.

10. Assignability: This agreement shall not be assigned or otherwise transferred by either McGill Associates or the Client without the prior written consent of the other.

11. Severability: The provisions of this Consulting Services Agreement shall be deemed severable, and the invalidity or enforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this consulting services agreement is deemed unenforceable for any reason whatsoever, such provision shall be appropriately limited, and given effect to the extent that it may be enforceable.

12. Ownership of Documents: All documents, calculations, drawings, maps and other items generated during the performance of services shall be considered intellectual property and remain the property of McGill Associates. Client agrees that the deliverables are intended for the exclusive use and benefit of, and may be relied upon for this project only by the Client and will not be used otherwise. Client agrees that any prospective lender, buyer, seller or third party who wishes to rely on any deliverable must first sign McGill Associates' Secondary Client Agreement.

13. Excusable Delay: If performance of service is affected by causes beyond McGill Associates control, project schedule and compensation shall be equitably adjusted.

14. Indemnification: Client agrees to indemnify, defend and hold McGill Associates, its agents, employees, officers, directors and subcontractors harmless from any and all claims, and costs brought against McGill Associates which arise in whole or in part out of the failure by the Client to promptly and completely perform its obligations under this agreement, and as assigned in the Proposal for Engineering Services or from the inaccuracy or incompleteness of information supplied by the Client and reasonably relied upon by McGill Associates in performing its duties or for unauthorized use of the deliverables generated by McGill Associates.

15. Choice of Law: This Agreement shall be governed by the internal laws of the State of North Carolina.

16. Entire Agreement: This Agreement contains all of the agreements, representations and understandings of the parties hereto and supersedes any previous understandings, commitments, proposals, or agreements, whether oral or written, and may only be modified or amended as herein provided; and as mutually agreed.

17. Attachments to this document:

1. Proposal for Consulting Services Letter, May 13, 2013

Watauga County, NC

Authorized Signature: _____

Name: Nathan A. Miller
Title: Chairman, Board of Commissioners

Address: Watauga County
814 West King Street, Suite 205
Boone, NC 28607-3525

McGill Associates, P.A.

Authorized Signature: _____

Name: Joe L. Storrow, PE
Title: President
Address: 56 Broad Street
Asheville, NC 28801



Proposal for Consulting Services
Engineering and Due Diligence – Proposed NC 194 Business Park
Watauga County Economic Development Commission

May 13, 2013

McGill Associates proposes to furnish the following services as necessary to complete “Due Diligence” for approximately 200 acres in Watauga County, North Carolina located at 3900 NC 194 North. The scope of services and maximum not-to-exceed fee are as follows:

1. Phase One Environmental Assessment including wetland delineation, threatened and endangered survey and “desktop” cultural resource review.
2. Geotechnical evaluation including 14 borings spaced according to the topography of the site and to determine depth to rock and character of soils.
3. Topographic survey to 2-foot contour interval utilizing photogrammetry supplemented by field reconnaissance.
4. Boundary survey to produce a property plat suitable for recordation.
5. Preliminary water and sewer analysis including preliminary cost estimates with emphasis on-site alternatives (i.e., deep water supply wells and septic drain fields).
6. Compilation of due diligence materials and documentation for formal presentation to the Watauga County EDC.
7. Complete administrative oversight of the above services to assure completion of all work by July 31, 2013.

Total Maximum Not-to-Exceed Fee – \$52,085.00

AGENDA ITEM 8:

PUBLIC HEARINGS TO ALLOW CITIZEN COMMENT ON THE FOLLOWING:

A. Proposed Budget for FY 2014

MANAGER'S COMMENTS:

A public hearing has been scheduled to allow citizen comment on the Manager's Recommended Budget for Fiscal Year 2014. Included in your packet are changes that were made during your budget work sessions. At the conclusion of the public hearing, you may wish to schedule an additional work session to make any changes that you wish prior to staff preparing the budget ordinance for adoption at one of your June meetings.

Direction from the Board is requested.

Changes from the FY 2013-14 Manager's Recommended Budget per the Commissioner's work sessions:

<u>Revenues:</u>	Proposed	Revised
Occupancy Tax Admin Collection Fees	\$18,500	\$18,800
 <u>Expenditures:</u>		
Governing Body – decrease salary and benefits	\$42,794	\$41,979
Information Technology – contracted services	31,472	41,472
Maintenance, Parks/Fields – contracted services	17,585	32,585
Special Allocations – Children's Playhouse	0	2,500
Foscoe Community Center	0	1,000
Valle Crucis Park	16,000	15,000
Green Valley Park	10,000	4,000
Foster Grandparent Program	1,100	0
WeCAN	1,000	2,500
Hunger Coalition	14,000	6,000
Community Care Clinic	22,500	17,000
Mountain Alliance	15,000	8,700
WYN	3,300	0
Transfer to DSS – decrease for program adjustments	1,812,641	1,796,827
Transfer to Capital Projects – increase	340,400	358,229

AGENDA ITEM 8:

PUBLIC HEARINGS TO ALLOW CITIZEN COMMENT ON THE FOLLOWING:

B. Proposed Abolishment of the Social Services Board

MANAGER'S COMMENTS:

Per Commissioner direction and North Carolina General Statutes 153A-76 and 153A-77, a public hearing has been scheduled to seek citizen input on the dissolution of the Watauga County Board of Social Services and for the Watauga County Board of Commissioners to assume all powers, responsibilities and duties of the Watauga County Board of Social Services. The thirty (30) day notice of advertisement has been met.

Staff seeks direction from the Board.

STATE OF NORTH CAROLINA

COUNTY OF WATAUGA

**RESOLUTION
ABOLISHING THE WATAUGA COUNTY BOARD OF SOCIAL SERVICES
AND ASSUMING AND CONFERRING UPON THE BOARD OF COMMISSIONERS
ALL POWERS, RESPONSIBILITIES AND DUTIES OF THE WATAUGA COUNTY BOARD OF SOCIAL
SERVICES PURSUANT TO NORTH CAROLINA GENERAL STATUTES 153A-76 AND 153A-77**

WHEREAS, North Carolina General Statutes 153A-76 and 153A-77 set out the authority of County Boards of Commissioners over commissions, boards and agencies; and

WHEREAS, the Watauga County Board of Commissioners states its intention to abolish the Watauga County Board of Social Services and assume and confer upon the Board of Commissioners all powers, responsibilities and duties of the Watauga County Board of Social Services; and

WHEREAS, the Watauga County Board of Commissioners may exercise the power and authority conferred by statute after a public hearing held by said board pursuant to 30 days' notice of said public hearing given in a newspaper having general circulation in Watauga County; and

WHEREAS, Notice of Public Hearing was published on April 21, 2013 in a newspaper having general circulation in Watauga County; and

WHEREAS, a Public Hearing was held at a regular meeting of the Watauga County Board of Commissioners on May 21, 2013.

NOW, THEREFORE, BE IT RESOLVED, that the Watauga County Board of Commissioners hereby abolishes the Watauga County Board of Social Services and assumes and confers upon the Board of Commissioners all powers, responsibilities and duties of the Watauga County Board of Social Services.

ADOPTED this the ___ day of _____, 2013.

Nathan A. Miller, Chairman
Watauga County Board of Commissioners

ATTEST:

Anita J. Fogle, Clerk to the Board

Watauga County Community Child Protection Team

Watauga County Human Service Building
132 Popular Grove Conn
Boone, NC 28607

mailing address:
714 Queen Street
Boone, NC 28607

To: Watauga County Board of Commissioner
Nathan Miller, chair
David Blust, Billy Kennedy, John Welch, and Perry Yates

From : Watauga County Community Child Protection Team

Re: Proposed change for the Board for Watauga Department of Social Service

Date: 4-20-13

Dear Commissioners:

This letter is written to request that no changes be made to the existing structure for Board of Directors for our Watauga Department of Social Services.

The Community Child Protection Team (CCPT) is one of 100 teams mandated by G.S. 7B 1406. CCPT is a body of dedicated and concerned citizens representing agencies, organizations and the community-at-large that as a group function independently to address child protection and reduction of abuse and violence in the county.

CCPTs are linked to the County Department of Social Services (DSS) the only community agency proactively working to protect children (our most valuable opportunity for the future) as well as the legal entity mandated by State law to provide child protective services to children being sexually assaulted or abused in their home. The team is responsible for reviewing policies, procedures and practices of our local DSS in order to protect families, understand and to assist the county director in the protection of children living in the family being reviewed and to evaluate the extent to which the agencies are effectively discharging their obligation to serve children responsibly.

Other missions include:

Informing the county commissioner about actions needed to prevent or ameliorate child abuse, neglect, or dependency (an appointed Commissioner serves on the monthly Team and the Commission receives an annual outcome report) as well as reporting to the Division of Human Services our findings and recommendations to enhance safety and improve opportunities for children in our community.

Improve collaboration between agencies that serve families and children.

Bring for review any case requested by a Team member. The purpose of the review is to identify whether gaps and deficiencies exist with the community child protection system which have impact on the incidence of abuse, neglect or dependency.

Discussion and consensus of the CCPT is that this change in Board structure could be detrimental to the safety of children and the ability of the local DSS agency and staff to remain independent and prevent the appearance of a Conflict of Interest in serving children and families.

The current structure has responsibility to and oversight from our Board of Commissioners and County manager, but has the advantage of a small Board made up of citizens and a Commissioner who are able to better focus their time, energy and understanding to the operations of DSS. This structure has allowed the Director of DSS good access to their Board and benefit of the Board's oversight.

We are indeed fortunate in Watauga County to have an excellent history of DSS operations measured by an exceptional low turnover rate of qualified staff including Directors, history of excellent ratings of compliance from the State DSS Division, respect from collaborating agencies and community, and no incidents that involve malfeasance or scandal that have plagued some other counties.

Given this excellent history and potential of losing many of the advantages of a small, independent Board of Directors, our team respectfully request that no changes be made so Watauga County can continue to protect children, elderly and the disabled.

Sincerely,



Gail S Hawkinson, Chair

Team members include representatives from:

- Regional Healthcare provider
- Health Dept
- Law Enforcement officer
- School System
- Mental Health (LME/MCO)
- DSS Director/supervisor
- Mental Health community provider
- Domestic Violence services
- Smart Start service provider
- County Commissioner
- Local Child health provider
- Juvenile Justice
- Members at large

AGENDA ITEM 8:

PUBLIC HEARINGS TO ALLOW CITIZEN COMMENT ON THE FOLLOWING:

C. NC Department of Transportation's Secondary Roads Program

MANAGER'S COMMENTS:

The Department of Transportation is required to present a Secondary Road Improvement Program to the County each year. The presentation is required to include a public hearing. The Department of Transportation requested that a public hearing and report be scheduled at your May 21, 2013. After the public hearing, the Board may adopt the plan as presented, recommend changes which are not likely to be considered by NCDOT, or take no action which essentially means NCDOT will proceed forward as is.

Staff seeks direction from the Board.



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

PAT MCCRORY
GOVERNOR

ANTHONY J. TATA
SECRETARY

May 2, 2013



Mr. Deron Geouque, County Manager
County of Watauga
814 West King Street, Suite 205
Boone, NC 28607

RE: Secondary Road Improvements Program – Fiscal Year 2012-2013

Dear Mr. Geouque:

This letter is to acknowledge the joint Public Meeting between the Watauga County Board of Commissioners and representatives of the North Carolina Department of Transportation for the purpose of reviewing the referenced Secondary Road Improvement Program. The meeting is scheduled for Tuesday, May 21, 2013 at 6:00 p.m. in the Watauga County Administration Building in Boone.

As required by General Statute 136-44.5, the North Carolina Department of Transportation – Division of Highways has completed a study of all state maintained unpaved secondary roads to determine the number of miles of unpaved state maintained roads in the state.

It is anticipated that Watauga County will be allocated \$467,647 by the General Assembly for secondary road improvements for Fiscal Year 2012-2013.

Your assistance in handling this matter is appreciated.

Yours very truly,

A handwritten signature in black ink that reads "M. A. Pettyjohn".

M. A. Pettyjohn, PE
Division Engineer

MAP/CCR:cr

cc: Jon Nance, PE
Jim Palermo
Ivan Dishman, PE

AGENDA ITEM 9:**MISCELLANEOUS ADMINISTRATIVE MATTERS*****A. ASU Greenhouse Lease Proposal*****MANAGER'S COMMENTS:**

At the last Board meeting, preliminary approval was given to extend the lease with the Appalachian State University Foundation for the greenhouse located at the Watauga County Landfill.

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.

The Board will need to adopt the attached resolution and then approve the lease at the June 4th, 2013 Board meeting to fulfill the commitment made to the Appalachian State University Foundation.

DRAFT**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 May 21, 2013, the Watauga County Board of County Commissioners adopted a resolution which authorized Deron T. Geouque, County Manger, of Watauga County to lease to the Appalachian State University Foundation, Inc., a certain property located adjacent to the Watauga County Methane Flare Station described as a point 2 feet from the Landfill Road directly south of the power pole proceeding east along Landfill Road 160 feet and heading due south from those two points to the Watauga County property line in Watauga County, North Carolina, for a term of three (3) years. The rent to be paid by the Appalachian State University Foundation 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 _____ day of _____, 2013.

 Nathan Miller, Chairman
 Watauga County Board of County Commissioners

ATTEST:

 Anita Fogle, Clerk to the Board

Appalachian

STATE UNIVERSITY

Department of Technology and Environmental Design
Katherine Harper Hall and Kerr Scott Hall
ASU Box 32122
Boone, NC 28608-2122
(828) 21)2-3110
Fax: (828) 265-8696

4/16/2013

County Commissioners,

I would like to extend our lease until May 12, 2016 for the Greenhouse/Biomass Research project located at the landfill; the current lease expires May 12, 2013.

During the initial three year period we acquired the building permits, constructed the greenhouse, and received the occupancy permit.

We now have a city water tap next to the greenhouse and are in the process of contacting to the tap. We have a solar panel installed complete with battery and inverter system for power.

We secured a \$45,000 grant from the North Carolina Department of Agriculture, Forestry and Consumer Services to continue our work on alternative energy and biomass research.

The next phase of this project will put the greenhouse in operation with the biomass project as a demonstration heating method.

The primary purpose of the biomass research is the creation of new technology that will bring economic prosperity to Western NC.

A secondary goal for the greenhouse is demonstration of alternative methods for heat, ventilation, and power; with hopes for progressive agricultural techniques.

Sincerely,



David Domermuth, PhD
Industrial Design
Appalachian State University
Harper Hall, 397 River St.
Boone, NC 28608

828-262-6359

DOA - State Property Office & DOI - Risk Management
Property Reporting Form
(Dual Reporting for DOA and DOI)

052113 BCC Meeting

Department or University Appalachian State University **Division** TED

Department/Division # 60005011 **Complex #** 1-95-4 **Asset #** (if assigned)

Building Name TED Greenhouse **Street Address** 336 Landfill Road

City Boone, NC **County** Watauga **Zip Code** 28607-
 (Please provide zip code for the building location, not for the mailing address)

Your Name Diane Pitts **Phone #** (828) 262-6433 Ext **Email** pittsdj@appstate.edu

New Building **Acquisition** **Renovation** **Addition** **Lease** **Demolished**
 (Check appropriate category. If more than one category is checked, please explain)

New Building: Date Accepted by State 11/26/2012 Year Constructed 2012 Construction Cost \$30,000
 (m/d/y)

Acquisition: Date of Acquisition Year Constructed Acquisition Cost \$
 (m/d/y)
 Method of Acquisition (check method) Construction Purchase Lease/Purchase
 Condemnation Donation Transfer Other

Renovation: Date of Acceptance (m/d/y) Renovation Cost
 Renovation Type (check type) Add space Reduce Space Expanded Rooms None
 Increased Gross Sq. Ft. Decreased Gross Sq. Ft.
 Increased Net Sq. Ft. Decreased Net Sq. Ft.

Main Use(s) of Building Research
 (e.g., office, dormitory, automobile maintenance, furniture storage, produce sales, laboratory, etc.)

Building Occupants 0

Gross Sq. Ft. 600 **Net Sq. Ft.** 600 **National Register of Historic Places:** Yes No

Total # of Floors 1 **Floors Above Ground** 0 **Floors Below Ground** 0

Fire Alarm: Yes No **Fire Sprinkler System:** Yes No **Flood Zone** No
 (e.g., A, A1, B, C, V, X, etc.)

Fire Department or Fire District (providing primary response) Town of Boone

Heat System Forced Air Steam Hot Water Resist None Space Heater
Heating Fuel Electric Gas Fuel Oil Coal Wood Solar Other
A/C System Chiller Central Window None

Roof Construction Plastic
Floor Construction Plastic
Exterior Wall Construction Foundation of concrete and steel and the tower is steel.

Insurance Coverage

Dept/Div #	Coverage For (Bldg or Conts)	Funding (Gen. or Spec.)	Type of Coverage (Fire, EC, VMM, "All Risk"(Special), "All Risk" (Computers/Misc), etc.)	Replacement Value (\$)
60005011	Building	Special	All Risk	\$40,000
60005011	Contents	Special	All Risk	\$20,000

Send a copy to DOA - State Property Office & DOI - Risk Management
 Dept. of Administration - State Property Office, 1321 Mail Service Center, Raleigh, NC 27699-1321
 Dept. of Insurance - Risk Management Division, P. O. Box 26387, Raleigh, NC 27611-6387

4/3/2012
Inspection: 47334

FINAL FRAME INSP

Permit Type: UTILITY & MISCELLANEOUS U GREENHOUSE Permit #: 5098
Directions: HWY 421S- LANDFILL RD- ON RT PAST ANIMAL CONTROL

411 LANDFILL

Subdivision: Lot #:

Scheduled: 4/4/12

Comments:

Role	Name	Phone #
A001	WATAUGA COUNTY	
A002	T-SQUARE BUILDERS INC	828-898-9768
A003	APPALACHIAN STATE UNIVERSITY F	

Inspected	Inspector	Result	Description	Comments
			ABOVE CEILING INSP	
			ALARM TEST FINAL	
			FIREBARRIER INSP	
			FIREWALL INSP	
			FOUNDATION DRAIN INSP	
			FOUNDATION REINFORCING INSP	
			GAS PST EXTERIOR INSP	
			GAS PST INTERIOR INSP	
			INSULATION-FLOOR INSP	
			INSULATION-ROOF/CEILING INSP	
			INSULATION-WALL INSP	
			OUTSIDE SEWERLINE INSP	
			OUTSIDE WATER LINE INSP	
			PIER FOOTING INSP	
			ROUGH ELECTRIC INSP	
			ROUGH FRAME INSP	
			ROUGH GAS INSP	
			ROUGH HVAC INSP	
			ROUGH PLUMBING INSPECTION	
			SEPTIC OPERATIONS PERMIT	
			SLAB INSPECTION	
			SPRINKLER TEST FINAL	
			TEMP SERVICE	
			TEMP/PERM POWER INSP	
			UNDERGROUND ELECTRIC INSP	
			UNDERSLAB ELECTRICAL	
			UNDERSLAB HVAC	
			UNDERSLAB PLUMBING	
			WATERPROOFING INSP	
	JJ		FINAL ELECTRIC INSP	
	JJ		FINAL FRAME INSP	
	JJ		FINAL GAS INSP	
	JJ		FINAL HVAC INSP	
	JJ		FINAL PLUMBING INSP	
1/10/12	JJ	PASS	FOOTING INSP	

Travis
(828) 260 1439
Key in permit box

Approved for C.O.

Pass Fail Date: *4/11/12* Inspector: *Travis Jones*

Comments:

Permit Date: 11/18/2011

COMMERCIAL LEASE AGREEMENT

THIS LEASE, made as of the 13th day of May, 2010, by and between Watauga County, a body politic of the State of North Carolina (hereinafter referred to as "Landlord" and/or "County") whose address is 814 West King Street, Suite 205, Boone, North Carolina 28607, and Appalachian State University Foundation, Inc. (hereinafter referred to as "Tenant" and/or "ASUF"), a non-profit corporation organized and existing under the laws of the State of North Carolina, whose address is ASU Box 32007, Boone, North Carolina 28608, for the benefit of Appalachian State University ("ASU").

WHEREAS, ASUF desires to lease space adjacent to the County's Methane Flare Stations to facilitate Appalachian State University's establishment of a green house for a demonstration project, creating biodiesel from algae cultivation; and

WHEREAS, the County desires to lease property to ASUF for the above stated purpose, subject to the following terms and conditions.

WITNESSETH: PREMISES

1. LEASED PREMISES

The County, for and in consideration of the rents, covenants, agreements, and stipulations hereinafter mentioned, provided for and covenanted to be paid, kept and performed by ASUF, leases and rents unto ASUF, and ASUF hereby leases and takes upon the terms and conditions which hereinafter appear, the following described property (hereinafter called the "Premises"), to wit:

Beginning at a point 2 feet from Landfill Rd. directly south of the power pole providing service to the Watauga County Animal Control Office, proceeding east along Landfill Rd. 160 feet and heading due south from those two points to the Watauga County property line.

2. TERM.

ASUF shall have and hold the Premises for a term of three (3) years beginning on the 13th day of May, 2010, and ending on the 12th day of May, 2013, at midnight, unless sooner terminated or assigned as hereinafter provided.

3. RENTAL

ASUF agrees to pay the County, without deduction or set off, an annual rental of One Dollar (\$1.00) per year, payable on the date of this Lease and each annual anniversary of that date during the term hereof. Upon execution of this Lease, ASUF shall pay to the County the first year's rent due hereunder. Rental for any period during the term hereof that is less than one year shall be the pro-rated portion of the annual rental due.

4. UTILITIES

- (a) ASUF shall pay the following utilities: Electric and any other utility associated with ASUF's use of the property.
- i. There is an unused electrical meter box that previously provided service to the blower/flare station. ASUF will be responsible for contacting the utility company serving the site to set up an account and shall be responsible for all utilities associated with its use of the property;
 - ii. ASUF will be responsible for contacting the Town of Boone to tap into the water line.
- (b) The County shall pay the following utilities: None

Responsibility to pay for a utility service shall include all metering, hook-up fees or other miscellaneous charges associated with the installation and maintenance of such utility in said party's name.

5. COMMON AREA RULES AND REGULATIONS

ASUF shall be subject to Rules and Regulations for the common areas of the County property as may be made from time to time by the County.

6. USE OF PREMISES

The Premises shall be used by ASU to: build and operate a prototype greenhouse and to conduct research on biofuel production and for no other purpose. The Premises shall not be used for any illegal purposes, nor in any manner to create any nuisance or trespass, nor in any manner to vitiate the insurance or increase the rate of insurance on the Premises. In the event ASU's use of the Premises results in an increase in the rate of insurance on the Premises, ASUF shall pay to the County, upon demand and as additional rental, the amount of any such increase.

7. INDEMNITY; INSURANCE

ASUF agrees to and hereby does indemnify and save the County harmless against all claims for damages to persons or property by reason of ASU's use or occupancy of the Premises, and all expenses incurred by the County thereof, including attorney's fees and court costs. Supplementing the foregoing and in addition thereto, ASUF shall during the term of this Lease and any extension or renewal thereof, and at ASUF's expense, maintain in full force and effect comprehensive general liability insurance with limits of at least One million Dollars (\$1,000,000.00) per person and Two Million Dollars (\$2,000,000.00) per accident, and property damage limits of Five Hundred Thousand Dollars (\$500,00.00), which insurance shall contain a special endorsement recognizing and insuring

any liability accruing to ASUF under the first sentence of this paragraph, and naming the County as additional insured. ASUF shall provide evidence of such insurance to the County prior to the commencement of the term of this Lease. The County and ASUF each hereby release and relieve the other, and waive any right of recovery, for loss or damage arising out of or incident to the perils insured against which perils occur in, on or about the Premises, whether due to the negligence of the County or ASUF or their agents, employees, contractors and/or invitees, to the extent that such loss or damage is within the policy limits of said comprehensive general liability insurance. The County and ASUF shall, upon obtaining the policies of insurance required, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease.

Upon assignment of this lease by ASUF to ASU, ASUF's obligations hereunder shall cease, and ASU shall undertake all obligations as lessee; provided, however, ASU shall indemnify and hold harmless the County only to the extent and in the manner authorized in the North Carolina Tort Claims Act (N.C.G.S., § 143-291, *et seq.* In addition, ASU shall provide excess liability insurance coverage for its employees and agents as authorized by law. Nothing contained herein shall be construed as a waiver of the sovereign immunity of the University or the State of North Carolina.

8. REPAIRS BY THE COUNTY

The premises are being rented "as is" and the County shall have no obligation to repair any improvements thereon during the term of this lease.

9. REPAIRS BY ASUF

ASUF accepts the Premises in their present condition and as suited for the uses intended by ASUF. ASUF shall, throughout the initial term of this Lease, and any extension or renewal thereof, at its expense, maintain in good order and repair the Premises.

10. ALTERATIONS

ASUF shall not make any alterations, additions, or improvements to the Premises without the County's prior written consent. ASUF shall promptly remove any alterations, additions, or improvements constructed in violation of this Paragraph upon the County's written request. All approved alterations, additions, and improvements will be accomplished in a good and workmanlike manner, in conformity with all applicable laws and regulations, free of any liens or encumbrances. The County may require ASUF to remove any alterations, additions or improvements (whether or not made with the County's consent) at the termination of the Lease and to restore the Premises to its prior condition, all at ASUF's expense. All alterations, additions and improvements which the County has not required ASUF to remove shall become the County's property and shall be surrendered to the County upon the termination of this Lease, except that ASUF may remove any of ASUF's machinery, trade fixtures or equipment which can be removed without material damage to the Premises. ASUF shall repair, at ASUF's expense, any damage to the Premises caused by the removal of any such machinery, trade fixtures or equipment.

11. REMOVAL OF FIXTURES

ASUF and/or ASU may (if not in default hereunder) prior to the expiration of this Lease, or any extension or renewal thereof, remove all fixtures and equipment which it has placed in the Premises, provided ASUF repairs all damage to the Premises caused by such removal.

12. GOVERNMENTAL ORDERS

ASUF agrees, at its own expense, to comply promptly with all requirements of any legally constituted public authority made necessary by reason of ASUF's occupancy of the Premises. The County agrees to comply promptly with any such requirements if not made necessary by reason of ASUF's occupancy. It is mutually agreed, however, between the County and ASUF, that if in order to comply with such requirements, the cost to the County or ASUF, as the case may be, shall exceed a sum which the respective party desires to pay, then the County or ASUF, whichever is obligated to comply with such requirements, may terminate this Lease by giving written notice of termination to the other party by registered mail, which termination shall become effective sixty (60) days after receipt of such notice and which notice shall eliminate the necessity of compliance with such requirements by giving such notice.

13. ASSIGNMENT AND SUBLETTING

ASUF shall not, without the prior written consent of the County, which shall not be unreasonably withheld, assign this Lease or any interest hereunder, or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than ASU. Consent to any assignment or sublease shall not impair this provision and all later assignments or subleases shall be made likewise only on the prior written consent of the County. Except as otherwise provided herein, Assignee of ASUF, at option of the County, shall become directly liable to the County for all obligations of ASUF hereunder, but no sublease or assignment by ASUF shall relieve ASUF of any liability hereunder.

14. EVENTS OF DEFAULT

The happening of any one or more of the following events (hereinafter any one of which may be referred to as an "Event of Default") during the term of this Lease, or any renewal or extension thereof, shall constitute a breach of this Lease on the part of ASUF: (a) ASUF fails to pay the rental as provided for herein; (b) ASUF abandons or vacates the Premises; and/or (c) ASUF fails to comply with or abide by and perform any other obligation imposed upon ASUF under this Lease.

15. REMEDIES UPON DEFAULT

Upon the occurrence of an Event of Default, the County may pursue any one or more of the following remedies separately or concurrently, without prejudice to any other remedy herein provided or provided by law; (a) if the Event of Default involves nonpayment of rental and ASUF

fails to cure such default with five (5) days after receipt of written notice thereof from the County, or if the Event of Default involves a default in performing any of the terms or provisions of this Lease other than the payment of rental and ASUF fails to cure such default within fifteen (15) days after receipt of written notice of default from the County, the County may terminate this Lease by giving written notice to ASUF and upon such termination shall be entitled to recover from ASUF damages as may be permitted under applicable law; or (b) if the Event of Default involves any matter other than those set forth in item (a) of this paragraph, the County may terminate this Lease by giving written notice to ASUF.

16. EXTERIOR SIGNS

ASUF shall place no signs on the Premises, except with the express written consent of the County. Any and all signs placed on the Premises by ASUF shall be maintained in compliance with governmental rules and regulations governing such signs and ASUF shall be responsible to the County for any damage caused by installation, use or maintenance of said signs, and all damage incident to removal thereof.

17. THE COUNTY'S ENTRY OF PREMISES

The County may enter the Premises for any reasonable and necessary purpose, provided it is during reasonable hours.

18. WAIVER OF RIGHTS

No failure of the County to exercise any power given the County hereunder or to insist upon strict compliance by ASUF of its obligations hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of the County's right to demand exact compliance with the terms hereof.

19. ENVIRONMENTAL LAWS

(a) ASUF shall not bring onto the Premises any Hazardous Materials (as defined below) without the prior written approval by the County. Any approval must be preceded by submission to the County of appropriate Material Safety Data Sheets (MSD Sheets). In the event of approval by the County, ASUF covenants that it will (1) comply with all requirements of any constituted public authority and all federal, state, and local codes, statutes ordinances, rules and regulations, and laws, whether now in force or hereafter adopted, relating to ASUF's use of the Premises, or relating to the storage, use, disposal, processing, distribution, shipping or sales of any hazardous, flammable, toxic, or dangerous materials, waste or substance, the presence of which is regulated by a federal, state, or local law, ruling, rule or regulation (hereafter collectively referred to as "Hazardous Materials"); (2) comply with any reasonable recommendations by the insurance carrier of either the County or ASUF relating to the use by ASUF on the Premises of such Hazardous Materials; (3) refrain from unlawfully disposing of or allowing the disposal of any Hazardous Materials upon, within, about or

under the Premises; and (4) remove all Hazardous Materials from the Premises, either after their use by ASUF or upon the expiration or earlier termination of this lease, in compliance with all applicable laws.

(b) ASUF shall be responsible for obtaining all necessary permits in connection with its use, storage and disposal of Hazardous Materials, and shall develop and maintain, and where necessary file with the appropriate authorities, all reports, receipts, manifest, filings, lists and invoices covering those Hazardous Materials and ASUF shall provide the County with copies of all such items upon request. ASUF shall provide, within five (5) days after receipt thereof, copies of all notices, orders, claims or other correspondence from any federal, state or local government or agency alleging any violation of any environmental law or regulation by ASUF, or related in any manner to Hazardous Materials. In addition, ASUF shall provide the County with copies of all responses to such correspondence at the time of the response.

(c) If ASUF fails to comply with the Covenants to be performed hereunder with respect to Hazardous materials, or if an environmental protection lien is filed against the premises as a result of the actions of ASUF, its agents, employees or invitees, then the occurrence of any such events shall be considered a default hereunder.

(d) ASUF will give the County prompt notice of any release of Hazardous Materials, reportable or non-reportable, to federal, state or local authorities, of any fire, or any damage occurring on or to the Premises.

(e) ASUF will use and occupy the Premises and conduct its business in such a manner that the Premises are neat, clean and orderly at all times with all chemicals or Hazardous Materials marked for easy identification and stored according to all codes as outlined above.

(f) The warranties and indemnities contained in this Paragraph shall survive the termination of this Lease.

20. ABANDONMENT

ASUF shall not abandon the Premises at any time during the Lease term. If ASUF shall abandon the premises or be dispossessed by process of law, any Personal Property belonging to ASUF and left on the Premises shall, at the option of the County, be deemed abandoned, and available to the County to use or sell to offset any rent due or any expenses incurred by removing same and restoring the Premises.

21. DEFINITIONS

The "County" as used in this Lease shall include the undersigned, its representatives, assigns and successors in title to the Premises. "Agent" as used in this Lease shall mean the party designated as

same in Paragraph 22, its representatives, assigns and successors. "ASUF" shall include the undersigned and its representatives, assigns and successors, and if this lease shall be validly assigned or sublet, shall include also ASUF's assignees or sublessees as to the Premises covered by such assignment or sublease. The "County", "ASUF", and "Agent" include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties.

22. NOTICES

All notices required or permitted under this Lease shall be in writing and shall be personally delivered or sent by U.S. certified mail, return receipt requested, postage prepaid. Notices to ASUF shall be delivered or sent to the address shown at the beginning of this Lease, with a copy to Office of General Counsel, Appalachian State University, ASUF Box 32126, Boone, NC 28608. Notices to the County shall be delivered or sent to the address shown at the beginning of this Lease and notices to Agent, if any, shall be delivered or sent to the address set forth in Paragraph 3 hereof.

All notices shall be effective upon delivery. Any party may change its notice address upon written notice to the other parties, given as provided herein.

23. ENTIRE AGREEMENT

This Lease contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein shall be of any force or effect. This Lease may not be modified except by a writing signed by all the parties hereto.

24. AUTHORIZED LEASE EXECUTION

Each individual executing this Lease as director, officer or agent of a party hereto represents and warrants that he/she is duly authorized to execute and deliver this Lease on behalf of such party.

25. SPECIAL STIPULATIONS

Any special stipulations are set forth below. Insofar as said Special Stipulations conflict with any of the foregoing provisions, said Special Stipulations shall control.

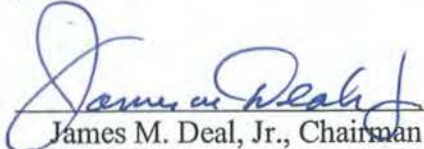
- a. It is understood and agreed by the parties that the greenhouse would be accessed by faculty and students during regular hours of operation, being Monday- Friday, from 8:00a.m. until 4:30p.m., and Saturday from 8:00a.m. until noon.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, the date and year first above written.

END OF TEXT; SIGNATURES ON FOLLOWING PAGE

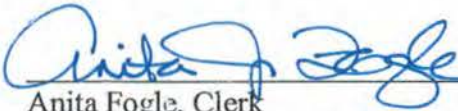
LANDLORD:

**WATAUGA COUNTY, a North Carolina
Body Politic**

By: 
James M. Deal, Jr., Chairman
Watauga County Board of
Commissioners

Date: 6/7/10

ATTEST:

 (SEAL)
Anita Fogle, Clerk
Watauga County Board of Commissioners

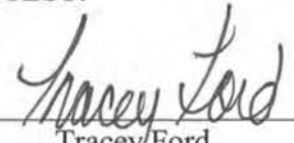
TENANT:

**APPALACHIAN STATE UNIVERSITY
FOUNDATION, INC.:**

By: 
Dan Williams, Chair

Date: 6-24-10

ATTEST:

 (SEAL)
Tracey Ford
Assistant Secretary

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AGENDA ITEM 9:

MISCELLANEOUS ADMINISTRATIVE MATTERS

B. Proposed Property & Liability Insurance and Workers Compensation Renewals Request

MANAGER’S COMMENTS:

Renewal rates for property and liability insurance and workers compensation will be presented for the Board’s consideration. The rate for property and liability is \$247,515, or a \$3,348 increase, and the rate for workers compensation is \$244,243 or a 6.99% increase. The primary reason for the increase in workers compensation was the substantial rise in the rate modifier that is correlated to past years of claims experience.

Board approval is requested to accept the renewals for property and liability insurance and workers compensation from the North Carolina Association of County Commissioners (NCACC), in the amount of \$247,515 and \$244,243, respectively.



NCACC Risk Management Pools
Worker's Compensation

RENEWAL ESTIMATE JULY 1, 2013 TO JULY 1, 2014

Quoted on: **4/9/2013**

Member: **WATAUGA COUNTY**

Limits Coverage A : Workers Compensation: Statutory
 Coverage B: Employer's Liability: \$2,000,000

Class Code	Description	Annual Remuneration	Modified Rate	Modified Contribution
7710	FIREFIGHTERS & DRIVERS PATROL OR PROTECTIVE CORPS	\$98,893	3.611	\$3,571
7720	SHERIFF'S DEPT. OFFICERS & DRIVERS	\$2,793,905	3.450	\$96,390
8810	CLERICAL	\$4,144,143	0.306	\$12,681
8831	HOSPITAL VETERINARY & DRIVERS	\$76,600	1.343	\$1,029
8835	NURSING- HOME HEALTH , PUBLIC & TRAVELING ALL EMPLO	\$232,406	3.049	\$7,086
9015	BUILDINGS - NOC	\$672,720	3.910	\$26,303
9061	CLUBS & SENIOR CENTERS: NOC & CLERICAL	\$233,582	1.335	\$3,118
9102	PARK NOC ALL EMPLOYEES/DRIVERS	\$416,570	2.393	\$9,969
9403	ASHES GARBAGE OR REFUSE COLLECTION & DRIVERS	\$411,466	8.046	\$33,107
9410	MUNICIPAL TOWNSHIP COUNTY OR STATE EMPLOYEES NOC	\$2,078,176	2.006	\$41,688
9999	VOLUNTEERS (NCACC designated class)	\$26,894	34.554	\$9,293

Total Estimated Payroll

\$11,185,355

2013-2014 Contribution: \$244,243



NCACC Risk Management Pools
Worker's Compensation

Payment Plan Available: Workers' Compensation Pool
County or Entity: **WATAUGA COUNTY**

Quoted on: **4/9/2013**

Annual Payment Plan: (due on or before August 1, 2013)	\$244,243
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I understand that changes made to the exposures subsequent to submission of the renewal application may result in changes to the Estimated Contribution:

Accepted by:

Signature _____

Printed Name _____

Print Title _____

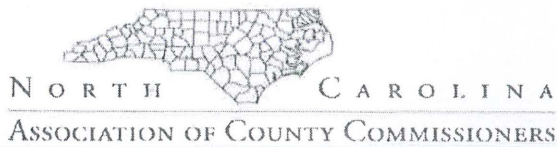
Date _____

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

Financial Officer:

Signature _____

Date _____



NCACC Risk Management Pools
Liability and Property

County or Entity:					
WATAUGA COUNTY					
RENEWAL ESTIMATE		JULY 1, 2013 TO JULY 1, 2014		Date of Quote	5/3/13
Coverage	Contract Limit	Deductible	Renewal Exposure		Contribution
Property	Insured Values	\$1,000	Total Property Values	\$118,625,957	99,366
			Total Inland Marine Values	\$7,444,594	6,236
			Total		\$105,602
General Liability	\$2,000,000	\$0	Population (County)	51,326	15,477
			Payroll (Entity)	\$0	0
			Fire Legal Additional Limits	\$0	0
			Number of EMTs	0	0
			Total		\$15,477
Automobile Liability	\$2,000,000	\$1,000	Total # of Vehicles (Liability)	120	36,186
Physical Damage	Actual Cash Value		Total # of Vehicles (PD)	120	18,094
Replacement Cost	\$2,000,000		Value of Selected Veh.	\$0	\$0
			Total		\$54,280
Crime	\$250,000	\$1,000	Money on Premises	1	\$968
			Great than \$250,000	0	\$0
			Total		\$968
Public Officials Liability	\$2,000,000	\$5,000	Population (County)	51,326	18,916
			Payroll (Entity)	\$0	0
			Total		\$18,916
Law Enforcement Liability	\$2,000,000	\$5,000	Class A Employees	45	26,899
			Class B Employees	29	8,687
			Class C Employees	15	2,241
			Total		\$37,827
Employment Practices Liability	\$2,000,000	\$5,000	Population (County)	51,326	14,445
			Payroll (Entity)	\$0	0
			Total		\$14,445
Annual Estimated Contribution					\$247,515



NCACC Risk Management Pools
Liability and Property

Payment Plan Available: Liability & Property Pool
County or Entity: **WATAUGA COUNTY**

Quoted on: **5/3/2013**

Annual Payment Plan: (due on or before August 1, 2013)	\$247,515
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I understand that changes made to the exposures subsequent to submission of the renewal application may result in changes to the Estimated Contribution:

Accepted by:

Signature _____

Printed Name _____

Print Title _____

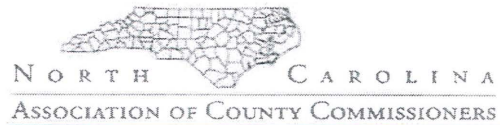
Date _____

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

Financial Officer:

Signature _____

Date _____



NCACC Risk Management Pools
Liability and Property

JULY 1, 2013 TO JULY 1, 2014		Quoted on: 5/3/2013								
Renewal Estimate	County or Entity: WATAUGA COUNTY									
Deductible Adjustment Options	Per Occurrence Deductibles									
Liability & Property Line	\$500	\$1,000	\$2,500	\$5,000	\$10,000	\$25,000	\$50,000	\$75,000	\$100,000	
PROPERTY (INLAND)	\$0	\$0	\$5,664	\$11,328	\$17,886	\$27,326	\$34,579	\$38,753	\$41,932	
INLAND MARINE (INLAND)	\$0	\$0	\$150	\$312	\$549	\$1,023	\$1,522	\$1,933	\$2,232	
GENERAL LIABILITY	\$696	\$1,130	\$1,579	\$1,997	\$2,492	\$3,420	\$4,272	\$4,953	\$5,541	
AUTO LIABILITY	\$977	\$1,701	\$3,076	\$4,379	\$6,043	\$8,504	\$10,313	\$11,543	\$12,376	
AUTO PHYSICAL DAMAGE	\$0	\$0	\$2,624	\$4,867	\$6,912	\$8,432	\$9,047	\$9,355	\$9,481	
CRIME	\$0	\$0	\$23	\$48	\$85	\$159	\$236	\$300	\$347	
PUBLIC OFFICIALS LIAB.	\$0	\$0	\$0	\$0	\$738	\$2,194	\$3,708	\$4,672	\$5,278	
LAW ENFORCEMENT LIAB.	\$0	\$0	\$0	\$0	\$1,475	\$4,388	\$7,414	\$9,343	\$10,554	
EMPLOYMENT PRACTICES LIA	\$0	\$0	\$0	\$0	\$404	\$1,286	\$2,225	\$2,802	\$3,279	



NCACC Risk Management Pools
Liability and Property

County or Entity: **WATAUGA COUNTY**

INCENTIVE ELIGIBILITY

Multi-Pool Incentives can be earned by participating in both Pools. You are rewarded for your participation in our Workers Compensation and Liability & Property Pools with an incentive, which is refunded to you after all Pool contracts have been issued following July 1 of 2013. This will not reduce the contribution of any one Pool but is based upon the cumulative contribution paid.

Participation In Multiple Pools

\$10,623



NCACC Risk Management Pools
Liability and Property

Please return this form with your confirmation indicating your deductible choices. If we do not receive the completed form, we will process your renewal using the standard deductibles (shown in bold, italics type).

WATAUGA COUNTY

LIABILITY AND PROPERTY DEDUCTIBLE OPTIONS

07/01/13 - 07/01/14

COVERAGE	X	DEDUCTIBLE	COVERAGE	X	DEDUCTIBLE
Property		\$1,000	Inland Marine		\$1,000
These factors are applicable only to non-coastal counties.		\$2,500	These factors are applicable only to non-coastal counties.		\$2,500
		\$5,000			\$5,000
		\$10,000			\$10,000
		\$25,000			\$25,000
		\$50,000			\$50,000
		\$100,000			\$100,000
Coastal county members only -- You may select a 2% Wind Deduct.		Your proposal includes the standard deductible for wind coverage for all property exposures. To accept a 2% wind deductible for the savings shown in your proposal, check the block at the left.			
Crime		\$1,000	General Liability		\$0
		\$2,500			\$500
		\$5,000			\$1,000
		\$10,000			\$2,500
		\$25,000			\$5,000
		\$50,000			\$10,000
		\$100,000			\$50,000
Automobile Liability		\$0	Auto Phy. Damage		\$1,000
		\$500			\$2,500
		\$1,000			\$5,000
		\$2,500			\$10,000
		\$5,000			\$25,000
		\$10,000			\$50,000
		\$25,000			\$75,000
Law Enforcement		\$5,000	Public Officials		\$5,000
		\$10,000			\$10,000
		\$25,000			\$25,000
		\$50,000			\$50,000
		\$100,000			\$100,000
Employment Practices		\$5,000	Boiler and Machinery Coverage		
		\$10,000	* The deductible for Boiler and Machinery is \$1,000 for Direct Damage and 24 hours for Indirect Damage at the request of the reinsurer. Other options are not available for Boiler & Machinery.		
		\$25,000			
		\$50,000			
		\$100,000			

AGENDA ITEM 9:

MISCELLANEOUS ADMINISTRATIVE MATTERS

C. Boards & Commissions

MANAGER'S COMMENTS:

The Watauga County Library Board has recommended Ms. Tish Rokoske be appointed to fill an unexpired term on the regional Library Board. If appointed, her term will end August 2015.

Biannually, a Jury Commission is empanelled for a two-year term. Of the three member panel, one member is appointed by the Board of Commissioners. The term of Mr. Ted Hagaman expires June 30, 2013. The new term for the appointment will be July 1, 2013, through June 30, 2015.

Three (3) terms will expire in June on the Economic Development Commission; Keith Honeycutt, Mark Harrill and Jeanine Underdown Collins. Members are limited by by-laws to serving two (2) consecutive terms. Mr. Honeycutt and Mr. Harrill have both served the two (2) consecutive terms and are therefore ineligible for re-appointment. Ms. Collins is eligible for re-appointment, and would like to continue to serve. At the May 7, 2013, Board meeting, Chairman Miller nominated Mr. Joseph Miller with Cheap Joe's Art Stuff. Since the May 7, 2013, meeting Commissioner Kennedy has submitted the nomination of Ms. Evelyn Asher, Coordinator of Caldwell Community College & Technical Institute's Small Business Center. An application was also received from Mr. Robert Olsen stating interest in serving on the EDC.

The above are second readings (with the exception of Ms. Asher and Mr. Olsen) and, therefore, action may be taken if so desired.

The Region D Development Corporation is a Certified Development Company that assists the US Small Business Administration in delivering small business loans to the region. They also assist in marketing and packaging loans for small businesses throughout the region. Per their bylaws, each county is required to appoint four persons to serve as members of the Development Corporation in May of each year. Representative categories are local government (1), private lending institution (1), and community organization or a business organization (2). Following is a list of current appointees: Mr. John Spear (Local Government); Mr. Brian Crutchfield (Community Organization); Mr. Jim Furman (Business Organization); and Mr. Brian Riggins (Private Lending Institution). You may wish to reappoint those serving or appoint new members.

The above is a first reading and, therefore, no action is required at this time.



April 18, 2013

Mr. Nathan Miller, Chair
Watauga County Board of Commissioners
Administrative Building, Suite 205
814 West King Street
Boone, NC 28607

Dear Mr. Miller:

At the regular meeting of the Watauga County Library Board on January 3rd, 2013, board members voted unanimously to recommend to Watauga County Commissioners that Tish Rokoske be appointed to the Appalachian Regional Library Board to fill the unexpired term of Hugh Hagaman that will end August, 2015. Hugh Hagaman resigned from the board after the November meeting.

Please approve the recommendation of the library board, and notify Ms. Rokoske and me of her appointment. Thanks to you and all of the commissioners for your continued support of our library.

Tish Rokoske resides at 145 Arbor Lane, Boone, NC 28607

Sincerely,

Monica Caruso
Watauga County Librarian

Cc: Billy Ralph Winkler
Watauga County Library Board Chair

Cc: Jennifer Murray
Interim Director of Appalachian Regional Libraries

Anita.Fogle

From: Dalton, Stephanie N. <Stephanie.N.Dalton@nccourts.org>
Sent: Monday, April 22, 2013 11:06 AM
To: Anita.Fogle
Subject: Jury Commissioner

Anita,

Per our phone call today. The Clerk of Superior Court's office is requesting that the topic of appointing a new jury commissioner for the 2014-2015 Biennium be added to the agenda for the next County Commissioners meeting. The past several years it has been Mr. Ted Hagaman, However, this decision is completely up the Board. I appreciate your time and consideration in this matter.

Thanks again,
Stephanie Dalton

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

Anita.Fogle

From: Joe Furman
Sent: Thursday, May 02, 2013 10:28 AM
To: Deron.Geouque
Cc: Anita.Fogle
Subject: EDC appointments

Deron,

Terms on the Economic Development Commission expire each June. All terms are for three (3) years. This year, three (3) terms expire – those of Keith Honeycutt, Mark Harrill and Jeanine Underdown Collins. Members are limited by by-law to serving two (2) consecutive terms. Mr. Honeycutt and Mr. Harrill have both served the two (2) consecutive terms and are therefore ineligible for re-appointment. Ms. Collins is eligible for re-appointment, and would like to continue to serve. Please add this to a Commissioners agenda at your earliest convenience. Thanks.

Joe

Joseph A. Furman, AICP
Director, Watauga County Planning & Inspections and Economic Development
331 Queen Street, Suite A
Boone, NC 28607
(828) 265-8043
(828) 265-8080 (fax)
joe.furman@watgov.org

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: Robert R. Olsen
Home Address: 338 Sunset Mountain Road
City: Boone Zip: 28607
Telephone: (H) 828-963-4088 (W) 828-386-1116 (Fax) 828-386-1119
Email: olsen_robby@yahoo.com
Place of Employment: Appalachian Law Center
Job Title: Mediator/Attorney at Law

In Order To Assure County wide Representation Please Indicate Your Township Of Residence:

- | | | |
|-------------------------------------|--|------------------------------------|
| <input type="radio"/> Bald Mountain | <input type="radio"/> Stony Fork | <input type="radio"/> Watauga |
| <input type="radio"/> New River | <input checked="" 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 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 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.
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:

MEDIATOR/ARBITRATOR/ATTORNEY & COUNSELLOR AT LAW – Appalachian Law Center (Appalachian Mediation and Collaborative Law Center, Appalachian Community Law Center, Olsen & McMurray, PLLC) – Boone, NC
May, 2010 – Present

VICE PRESIDENT – SNN Local News 6 (LDB Media, LLC) – Sarasota, FL
December, 2008 – May, 2010, PART-OWNER, December, 2008 – Present

VICE PRESIDENT, SALES & MARKETING – Herald-Tribune Media Group, Sarasota, FL
A division of the New York Times Company
August, 2007 – September, 2008

VICE PRESIDENT, ADVERTISING – The Palm Beach Post, West Palm Beach, FL
A division of COX Enterprises, Inc.
August, 2002 – August, 2007

Volunteer
Experience:

- Certified Mediator (Volunteer) for the State of N.C. Office of State Personnel
- Past Director/Member: Boone Area Chamber of Commerce, Boone, NC
- Member: Downtown Boone Development Authority, Boone, NC
- Member: Watauga Leadership Challenge (Class of 2013), Boone, NC
- Member: North Carolina State Bar Call4All (pro bono legal services)
- Past President of the Board: Child Protection Center, Sarasota, FL
- Past Chairman: Florida Press Services, Inc.
- Former Board Director: Downtown Sarasota Partnership, Sarasota, FL
- Former Director and Executive Committee Member: Chamber of Commerce of the Palm Beaches
- Former Board Director, Bayshore Regional Health Authority, Matawan, NJ
- Past President and Captain: Matawan First Aid & Rescue Squad, Matawan, NJ

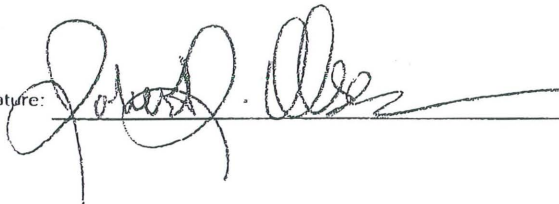
Other
Experience:

Juris Doctor
M.S. – Mediation and Applied Conflict Studies
B.A. - Speech/Communications
Graduate Certificate - Non-profit Management

- Certified Superior Court Mediator by the N.C. Dispute Resolution Commission
- Certified Family Financial Mediator by the N.C. Dispute Resolution Commission
- Certified Mediator for the State of N.C. Office of State Personnel
- Certified Mediator for the State of N.C. Industrial Commission
- Certified Arbitrator for the N.C. 24th Judicial District
- State of North Carolina Notary Public
- Member: North Carolina State Bar and North Carolina Bar Association
- Member: Association for Conflict Resolution
- Graduate: Leadership Palm Beach County

Other
Comments:

Signature: _____



Date: 5/8/13

REGION D DEVELOPMENT CORPORATION, INC.

SERVING ALLEGHANY, ASHE, AVERY, MITCHELL, WATAUGA, WILKES & YANCEY COUNTIES
AN SBA CERTIFIED DEVELOPMENT CORPORATION

MEMORANDUM

468 New Market Blvd.
Boone, NC 28607

Phone: 828-265-5437

Fax: 828-265-5439

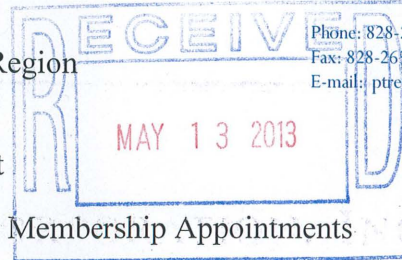
E-mail: ptrew@regiond.org

TO: County Managers in High Country Region

FROM: Phillip Trew, AICP *PT*
Director, Planning and Development

SUBJECT: Region D Development Corporation Membership Appointments

DATE: May 10, 2013



According to the By-Laws of the Region D Development Corporation, Boards of County Commissioners are requested each year to appoint **four** persons to serve as members of the Development Corporation. Of the four members appointed, **one** shall be a full-time employee of a private lending institution, **one** shall be a person designated as a local government representative, and **two** shall be representatives of business and community organizations. Please find enclosed a copy of the 2012-13 member appointments. You may wish to reappoint these current members or to appoint new members.

The Region D Development Corporation is a Certified Development Company (CDC), and partners with lending institutions and the US Small Business Administration (SBA) to deliver the SBA 504 Loan Program. The Development Corporation contracts with Kendrick and Associates (Bob Kendrick, owner) for assistance in marketing and packaging loans for small businesses throughout the region.

Please schedule these appointments for an upcoming board meeting, and notify me by mail or email of your appointments when they are made. With new appointments, please include their address, employment, email address, and telephone number. Thank you for your assistance.

Please give me a call if you have any questions.

Enclosure

cc: Rick Herndon, Executive Director



Region D Development Corporation, Inc. 2012-13 Board of Directors

COUNTY	NAME	ORGANIZATION
Alleghany	Don Adams	Local Government
Alleghany	Bryan Edwards	Community Organization
Alleghany	Dennis Gambill	Private Lending Institution
Alleghany	Russell Sheets	Business Organization
Ashe	Martin Little	Private Lending Institution
Ashe	Pat Mitchell	Local Government
Ashe	Karen Powell	Business Organization
Ashe	Kay Sexton	Business Organization
Avery	Tommy Bureson	Community Organization
Avery	Daryl Smith	Business Organization
Avery	Tena Trice	Private Lending Institution
Avery	Robert Wiseman	Local Government
Mitchell	Dean Duncan	Private Lending Institution
Mitchell	Doug Harrell	Community Organization
Mitchell	Joe Street	Local Government
Mitchell	Doug Young	Business Organization
Watauga	John Spear	Local Government
Watauga	Brian Crutchfield	Community Organization
Watauga	Jim Furman	Business Organization
Watauga	Brian Riggins	Private Lending Institution
Wilkes	Dr. Keith Bentley	Business Organization
Wilkes	Gary L. Blevins	Local Government
Wilkes	Fay Byrd	Community Organization
Wilkes	Johann Louchez	Private Lending Institution
Yancey	Nathan Bennett	Local Government
Yancey	Ron Deyton	Private Lending Institution
Yancey	Walter Savage	Community Organization
Yancey	John Young	Business Organization

Officers	
President	Dr. Patricia Mitchell
Vice President	Brian Crutchfield
Secretary/Treasurer	Johann Louchez
Asst. Sec./Treas.	Phil Trew

AGENDA ITEM 9:

MISCELLANEOUS ADMINISTRATIVE MATTERS

D. Announcements

MANAGER'S COMMENTS:

AGENDA ITEM 10:

PUBLIC COMMENT

AGENDA ITEM 11:

BREAK

AGENDA ITEM 12:

CLOSED SESSION

Attorney/Client Matters – G. S. 143-318.11(a)(3)

Personnel Matters – G. S. 143-318.11(a)(6)