

HAYWOOD COUNTY COMMISSIONERS

REGULAR MEETING – December 5, 2011

CALL TO ORDER

Chairman Mark S. Swanger convened the regular meeting of the Haywood County Board of Commissioners at 9:00 a.m. in the Historic Courtroom at the Haywood County Historic Courthouse, Waynesville, North Carolina, with Chairman Mark S. Swanger, Vice-Chairman J.W. “Kirk” Kirkpatrick III, Commissioners L. Kevin Ensley, Michael T. Sorrells and Bill Upton, present. Staff members present were County Manager Marty Stamey, County Attorney Leon M. “Chip” Killian, III, Finance Director Julie Davis, and Public Information Officer David Teague.

PLEDGE OF ALLEGIANCE

Chairman Swanger led the pledge of allegiance.

INVOCATION

Vice-Chairman Kirkpatrick offered the invocation.

PUBLIC COMMENT SESSION

Chairman Swanger opened the public comment session. Comments are generally limited to three minutes per individual, unless the speaker is representing a group for which the comment period may be extended to five minutes. No one addressed the board.

Chairman Swanger closed the public comment session.

CONSTITUENT CONCERNS

There were no constituent concerns.

DISCUSSION / ADJUSTMENT / APPROVAL OF CONSENT AGENDA

Chairman Swanger had one adjustment to the agenda. Item 4 of New Business was deleted to allow time for the Recreation Board to approve requests. It will be inserted in the Agenda for the next meeting on December 19, 2011.

CONSENT AGENDA

Vice-Chairman Kirkpatrick made a motion that the consent agenda as presented be approved. Commissioner Sorrells seconded, and the motion carried unanimously.

- Approve November 21, 2011 regular meeting minutes.
- Budget Amendments:
 - Sheriff's Office - \$65,000 – transfer of funds from Contingency in the general fund to cover additional inmate medical costs.

Julie Davis, Finance Director, presented the budget amendment for the Detention Center for Inmate Medical. Ms. Davis stated that the County is responsible for paying the medical charges for inmates in the care of the County. This year there were higher costs than the \$40,000 typically budgeted, and \$65,000 in additional funds are needed. Chairman Swanger questioned the increase in costs. Sheriff Bobby Suttles commented that several inmates have gone to the hospital at a cost of approximately \$10,000 each, and this has increased medical costs. Chairman Swanger asked County Manager Stamey to look into negotiating the charges with the hospital.

- Health Department - \$6,375 – additional funding received for cancer screening services for women.

Julie Davis, Finance Director, stated that these funds are for 25 additional screenings for breast cancer.

- Health Department - \$3,062 – additional funding received to be used in the immunization program.

Julie Davis, Finance Director, stated that these are funds for a one- time, non-recurring grant that the Health Department is using for non-recurring costs for their immunization program to purchase a laptop for the clinic, educational video, TV/DVD unit and other supplies.

HAYWOOD COUNTY
 BUDGET ORDINANCE AMENDMENT
 FISCAL YEAR 2011-2012

PER: _____
 JNL: _____

BE IT ORDAINED by the Board of Commissioners of Haywood County that the following amendment be made to the budget ordinance for the fiscal year ending June 30, 2012.

Section 1. To amend the General Fund, the expenditures are to be charged as follows:

Department	Account Number	Current Budget	Increase (Decrease)	Amended Budget
Detention Center:				-
Inmate Medical	114320-519302	40,000	65,000	105,000
Contingency	119910-599100	462,906	(65,000)	397,906

which will result in a net increase (decrease) of \$ _____ in the expenditures of the General Fund.

To provide the additional revenue for the above, the following revenues will be increased as the money has been received:

Revenue	Acct. No.	Current Budget	Increase (Decrease)	Amended Budget
_____	_____	_____	_____	-
_____	_____	_____	_____	-
_____	_____	_____	_____	-
_____	_____	_____	_____	-

Section 2. Copies of this budget amendment shall be delivered to the Budget Officer and the Finance Officer for their direction.

Adopted this the 5th of December 2011.



 Chairman
 Haywood County Board of Commissioners

ATTEST:


 Clerk to the Board

Explanation:
To cover the amount of the inmate medical that is coming in over the budgeted amount.

HAYWOOD COUNTY
BUDGET ORDINANCE AMENDMENT
FISCAL YEAR 2012

PER: _____
JNL: _____

BE IT ORDAINED by the Board of Commissioners of Haywood County that the following amendment be made to the budget ordinance for the fiscal year ending June 30, 2012.

Section 1. To amend the General Fund, the expenditures are to be charged as follows:

Department	Account Number	Current Budget	Increase (Decrease)	Amended Budget
Health Dept.				-
BCCCP	115158-519300	7,000	6,375	13,375
				-
				-
				-
				-
				-
which will result in a net increase of \$		6,375	in the expenditures of the General Fund.	

To provide the additional revenue for the above, the following revenues will be increased as the money has been received:

Revenue	Acct. No.	Current Budget	Increase (Decrease)	Amended Budget
Breast & Cervical CC	110050-451360-54520	14,800	6,375	21,175
				-
				-
				-

Section 2. Copies of this budget amendment shall be delivered to the Budget Officer and the Finance Officer for their direction.

Adopted this the 5th day of December, 2011



Chairman
Haywood County Board of Commissioners

ATTEST:


Clerk to the Board

Explanation: Additional funds received for an additional 25 screenings for Breast & Cervical Cancer.

HAYWOOD COUNTY
BUDGET ORDINANCE AMENDMENT
FISCAL YEAR 2012

PER: _____
JNL: _____

BE IT ORDAINED by the Board of Commissioners of Haywood County that the following amendment be made to the budget ordinance for the fiscal year ending June 30, 2012.

Section 1. To amend the General Fund, the expenditures are to be charged as follows:

Department	Account Number	Current Budget	Increase (Decrease)	Amended Budget
Health Dept.				-
Immunization	115112-523100	440	3,062	3,502
				-
				-
				-
				-
				-
				-

which will result in a net increase of \$ 3,062 in the expenditures of the General Fund.

To provide the additional revenue for the above, the following revenues will be increased as the money has been received:

Revenue	Acct. No.	Current Budget	Increase (Decrease)	Amended Budget
Immunization Action	110050-451260-57150	13,994	3,062	17,056
				-
				-
				-
				-

Section 2. Copies of this budget amendment shall be delivered to the Budget Officer and the Finance Officer for their direction.

Adopted this the 5th day of December, 2011

Mark Swanger
Chairman
Haywood County Board of Commissioners

ATTEST:
[Signature]
Clerk to the Board

Explanation: Additional funds received to be used in the Immunization program. Wish to purchase a laptop computer for clinic, educational video, TV/DVD unit and supplies.

AGENCY / ADMINISTRATIVE REPORT

Smoky Mountain Center's fiscal monitoring report for the quarter ended September 30, 2011

Julie Davis, Finance Director, presented Smoky Mountain Center's fiscal monitoring report that is required to be sent to her quarterly.

OLD BUSINESS

Mr. Rocco was not at the meeting at this time. Chairman Swanger moved this item to the conclusion of New Business.

NEW BUSINESS

Junaluska Fire Department request for approval to borrow for purchase of property

Julie Davis commented that the Junaluska Fire Department has requested permission from the Board to enter into a financing agreement for the purchase of Real Property adjoining the Fire Department. She received their audit report from last year, and they have complied with everything required in order to ask for approval for their financing.

Billy Jaynes, Junaluska Fire Department, stated the reasons they need to acquire this property are road issues and construction on the Old Clyde Highway, expansion and right-of-way of the railway behind them, acquisition of a right-of-way by Progress Energy on the west side of their building; the Post Office building on the right side is going to be sold, and the property on the east side is shared with the Post Office so they can navigate their equipment out into the road; if it is sold, they are land-locked. They have half the money, but need \$100,000 to complete the transaction.

Commissioner Ensley stated that this is a great deal for the Fire Department, and since he is doing the survey work, he wanted to make sure there wasn't a conflict. Attorney Killian advised that since Commissioner Ensley is doing the work for a non-profit corporation, which is the Fire Department, and not the County, he sees no legal problem with it. He stated that the County is not involved in the underwriting or approval of a loan, but the bank likes to make sure that the County has no objection to the financing.

Commissioner Sorrells made a motion that the Junaluska Fire Department's request for approval to borrow for the purchase of the property as described be approved. Commissioner Ensley seconded, and the motion carried unanimously.

BOARD OF COMMISSIONERS

MARK S. SWANGER, CHAIRMAN
J. W. "KIRK" KIRKPATRICK, III, VICE CHAIRMAN
L. KEVIN ENSLEY
BILL L. UPTON
MICHAEL T. SORRELLS



COUNTY MANAGER
MARTY STAMEY

LEON M. KILLIAN, III
COUNTY ATTORNEY

December 5, 2011

United Financial of North Carolina
58 Wilkie Way
Fletcher, NC 28732

Subject: Financing Agreement between United Financial of NC and
Junaluska Community Volunteer Fire Department

Dear Sir or Madame:

I am the Chairman of the County Commissioners of Haywood County. This letter is to advise you that: Junaluska Community Volunteer Fire Department, Inc. is a qualified Volunteer Fire Department, assigned to protect a specific Fire District within this County.

In addition, a special ad-valorem (fire tax) is assessed on the real property owners of this district. Said tax is to be used exclusively to provide equipment, facilities, and training as is necessary to provide fire protection for said district. Said funds may also be used to upgrade equipment as the need arises. This tax is collected by the County and disbursed by the Finance Office to the Fire Department on a regular basis by the County Finance Officer. The Fire Department is operated and managed by the Board of Directors of the Fire Department and the Officers of said Department. The Department is currently meeting the requirements of their fire service contract.

The Fire Department has made us aware of their intention to acquire new capital assets through a financing agreement with your bank. Please be advised that the County has no objection to this transaction.

Sincerely,

Mark S. Swanger
Chairman, Haywood County Commissioners

Haywood County Schools – Application to Public School Building Capital Fund for ADM projects with County budgeted match

Tracy Hargrove, Haywood County Schools, requested ADM funding for six different roofing jobs at four separate schools. These are the roofing projects that were mentioned in the Spring when they submitted their Capital ADM plan.

Julie Davis stated that the total of the projects equal exactly the amount budgeted for the County match, and Mr. Hargrove was aware of what he would need when the budget was prepared.

Commissioner Upton commented that the Flat Roof for Old Hazelwood School Canton, should be changed to Waynesville.

Commissioner Upton made a motion that the application for ADM projects with the accompanying County match as presented be approved. Vice-Chairman Kirkpatrick seconded, and the motion carried unanimously.

APPLICATION
PUBLIC SCHOOL BUILDING CAPITAL FUND
ADM (Corporate Tax) Fund

Approved: _____
 Date: _____

County: Haywood
 Address: 1230 N. Main St. Waynesville
 School Admin. Unit: 440
 Project Title: Flat Roof-Old Hazelwood
 Location: Canton Hazelwood Day Care
 Type of Facility: Elementary School

Contact Person: Tracy Hargrove
 Title: Director of Maintenance
 Phone: (828) 456-2402

G.S. 115C-546.2(b) "Counties shall use monies in the Fund for capital outlay projects including the planning, construction, reconstruction, enlargement, improvement, repair, or renovation of public school buildings and for the purchase of land for public school buildings, for equipment to implement a local school technology plan that is approved pursuant to G.S. 115C-102.6C; or for both. Monies used to implement a local school technology plan shall be transferred to the State School Technology Fund and allocated by that Fund to the local school administrative unit for equipment. As used in this section, "public school buildings" only includes facilities for individual schools that are used for instructional and related purposes and does not include centralized administration, maintenance, or other facilities. Applications must be submitted no later than one year after the final payment to the Contractor or Vendor.

Short Description of Construction Project: Remove existing built-up/tracial roof and replace with tapered TPO

Estimated Costs:	State	Local	Total
Purchase of Land	\$ _____	\$ _____	\$ 0.00
Planning	\$ _____	\$ _____	\$ 0.00
Construction	\$ _____	\$ _____	\$ 0.00
Renovation	\$ _____	\$ _____	\$ 0.00
Enlargement	\$ _____	\$ _____	\$ 0.00
Repair	\$ 19,800.00	\$ 6,600.00	\$ 26,400.00
School Technology	\$ _____	\$ N/A	\$ 0
Debt Service/Bond Payment	\$ _____	\$ _____	\$ 0.00
Total	\$ 19,800.00	\$ 6,600.00	\$ 26,400.00

Bid Dates/Vendors: 2/1/12
 Contracts signed/Dates: 2/15/12
 Estimated date of beginning of construction: 3/1/12
 Estimated date of completion: 8/30/12

Match: The matching funds of one dollar of local funds for every three dollars of state funds are from (source): _____
 \$ _____ of the matching funds have been expended for/date/description: _____

Reporting requirements: We, the undersigned, agree to submit a report of state/local amounts expended for this project within 60 days after completion of the project, or 60 days after receiving state funding, whichever is later. The County Commissioners and the Board of Education do hereby jointly request approval of the above project and request release of \$ _____ from the Public School Building Capital Fund. We certify that the project herein described is within the parameters of 115C-546.2(b) and that all of the required local funding is available and designated as match for this project.

(Signature - Chair, County Commissioners) Mark Swanson 12/5/11 (Date)
 (Signature - Chair, Board of Education) Charles H. Turner 11/9/11 (Date)

Form date: 1/25/2010

**APPLICATION
PUBLIC SCHOOL BUILDING CAPITAL FUND
ADM (Corporate Tax) Fund**

Approved: _____
Date: _____

County: Haywood Contact Person: Tracy Hargrove
Address: 1230 N. Main St. Waynesville Title: Director of Maintenance
School Admin. Unit: 440 Phone: (828) 456-2402
Project Title: Flat Roof Office area-Meadowbrook
Location: Canton
Type of Facility: Elementary School

G.S. 115C-546.2(b) "Counties shall use monies in the Fund for capital outlay projects including the planning, construction, reconstruction, enlargement, improvement, repair, or renovation of public school buildings and for the purchase of land for public school buildings; for equipment to implement a local school technology plan that is approved pursuant to G.S. 115C-102.6C; or for both. Monies used to implement a local school technology plan shall be transferred to the State School Technology Fund and allocated by that Fund to the local school administrative unit for equipment. As used in this section, 'public school buildings' only includes facilities for individual schools that are used for instructional and related purposes and does not include centralized administration, maintenance, or other facilities." Applications must be submitted no later than one year after the final payment to the Contractor or Vendor.

Short Description of Construction Project: Remove existing ballasted EPDM roof and replace with tapered TPO

Estimated Costs:	State	Local	Total
Purchase of Land	\$ _____	\$ _____	\$ 0.00
Planning	\$ _____	\$ _____	\$ 0.00
Construction	\$ _____	\$ _____	\$ 0.00
Renovation	\$ _____	\$ _____	\$ 0.00
Enlargement	\$ _____	\$ _____	\$ 0.00
Repair	\$ 74,250.00	\$ 24,750.00	\$ 99,000.00
School Technology	\$ _____	\$ N/A	\$ 0
Debt Service/Bond Payment	\$ _____	\$ _____	\$ 0.00
Total	\$ 74,250.00	\$ 24,750.00	\$ 99,000.00

Bid Dates/Vendors: 2/1/12
Contracts signed/Dates: 2/15/12
Estimated date of beginning of construction: 3/1/12
Estimated date of completion: 6/30/12

Match: The matching funds of one dollar of local funds for every three dollars of state funds are from (source): _____
\$ _____ of the matching funds have been expended for/date/description: _____

Reporting requirements: We, the undersigned, agree to submit a report of state/local amounts expended for this project within 60 days after completion of the project, or 60 days after receiving state funding, whichever is later. The County Commissioners and the Board of Education do hereby jointly request approval of the above project and request release of \$ _____ from the Public School Building Capital Fund. We certify that the project herein described is within the parameters of 115C-546.2(b) and that all of the required local funding is available and designated as match for this project.

(Signature - Chair, County Commissioners) Mark Swann (Date) 12/5/11
(Signature - Chair, Board of Education) Chuck H. Thomas (Date) 12/5/11

Form date: 1/25/2010

**APPLICATION
PUBLIC SCHOOL BUILDING CAPITAL FUND
ADM (Corporate Tax) Fund**

Approved: _____
Date: _____

County: Haywood Contact Person: Tracy Hargrove
Address: 1230 N. Main St. Waynesville Title: Director of Maintenance
School Admin. Unit: 440 Phone: (828) 456-2402
Project Title: Flat Roof Office area-IV Ele.
Location: Waynesville
Type of Facility: Elementary School

G.S. 115C-546.2(b) "Counties shall use monies in the Fund for capital outlay projects including the planning, construction, reconstruction, enlargement, improvement, repair, or renovation of public school buildings and for the purchase of land for public school buildings; for equipment to implement a local school technology plan that is approved pursuant to G.S. 115C-102.6C; or for both. Monies used to implement a local school technology plan shall be transferred to the State School Technology Fund and allocated by that Fund to the local school administrative unit for equipment. As used in this section, 'public school buildings' only includes facilities for individual schools that are used for instructional and related purposes and does not include centralized administration, maintenance, or other facilities." Applications must be submitted no later than one year after the final payment to the Contractor or Vendor.

Short Description of Construction Project: Remove existing ballasted EPDM roof and replace with tapered TPO

Estimated Costs:	State	Local	Total
Purchase of Land	\$ _____	\$ _____	\$ 0.00
Planning	\$ _____	\$ _____	\$ 0.00
Construction	\$ _____	\$ _____	\$ 0.00
Renovation	\$ _____	\$ _____	\$ 0.00
Enlargement	\$ _____	\$ _____	\$ 0.00
Repair	\$ 74,250.00	\$ 24,750.00	\$ 99,000.00
School Technology	\$ _____	\$ N/A	\$ 0
Debt Service/Bond Payment	\$ _____	\$ _____	\$ 0.00
Total	\$ 74,250.00	\$ 24,750.00	\$ 99,000.00

Bid Dates/Vendors: 2/1/12
Contracts signed/Dates: 2/15/12
Estimated date of beginning of construction: 3/1/12
Estimated date of completion: 6/30/12

Match: The matching funds of one dollar of local funds for every three dollars of state funds are from (source): _____
\$ _____ of the matching funds have been expended for/date/description: _____

Reporting requirements: We, the undersigned, agree to submit a report of state/local amounts expended for this project within 60 days after completion of the project, or 60 days after receiving state funding, whichever is later. The County Commissioners and the Board of Education do hereby jointly request approval of the above project and request release of \$ _____ from the Public School Building Capital Fund. We certify that the project herein described is within the parameters of 115C-546.2(b) and that all of the required local funding is available and designated as match for this project.

(Signature - Chair, County Commissioners) Mark Swann (Date) 12/5/11
(Signature - Chair, Board of Education) Chuck H. Thomas (Date) 12/5/11

Form date: 1/25/2010

**APPLICATION
PUBLIC SCHOOL BUILDING CAPITAL FUND
ADM (Corporate Tax) Fund**

Approved: _____
Date: _____

County: Haywood Contact Person: Tracy Hargrove
Address: 1230 N. Main St. Waynesville Title: Director of Maintenance
School Admin. Unit: 440 Phone: (828) 456-2402
Project Title: Shingle Roof-Central Ele.
Location: Waynesville
Type of Facility: Elementary School

G.S. 115C-546.2(b) "Counties shall use monies in the Fund for capital outlay projects including the planning, construction, reconstruction, enlargement, improvement, repair, or renovation of public school buildings and for the purchase of land for public school buildings; for equipment to implement a local school technology plan that is approved pursuant to G.S. 115C-102.6C; or for both. Monies used to implement a local school technology plan shall be transferred to the State School Technology Fund and allocated by that Fund to the local school administrative unit for equipment. As used in this section, 'public school buildings' only includes facilities for individual schools that are used for instructional and related purposes and does not include centralized administration, maintenance, or other facilities." Applications must be submitted no later than one year after the final payment to the Contractor or Vendor.

Short Description of Construction Project: Replace shingle roof.

Estimated Costs:	State	Local	Total
Purchase of Land	\$ _____	\$ _____	\$ 0.00
Planning	\$ _____	\$ _____	\$ 0.00
Construction	\$ _____	\$ _____	\$ 0.00
Renovation	\$ _____	\$ _____	\$ 0.00
Enlargement	\$ _____	\$ _____	\$ 0.00
Repair	\$ 7,500.00	\$ 2,500.00	\$ 10,000.00
School Technology	\$ _____	\$ N/A	\$ 0
Debt Service/Bond Payment	\$ _____	\$ _____	\$ 0
Total	\$ 7,500.00	\$ 2,500.00	\$ 10,000.00

Bid Dates/Vendors: 2/1/12
Contracts signed/Dates: 2/15/12
Estimated date of beginning of construction: 3/1/12
Estimated date of completion: 6/30/12

Match: The matching funds of one dollar of local funds for every three dollars of state funds are from (source): _____
\$ _____ of the matching funds have been expended for/date/description: _____

Reporting requirements: We, the undersigned, agree to submit a report of state/local amounts expended for this project within 60 days after completion of the project, or 60 days after receiving state funding, whichever is later. The County Commissioners and the Board of Education do hereby jointly request approval of the above project and request release of \$ _____ from the Public School Building Capital Fund. We certify that the project herein described is within the parameters of 115C-546.2(b) and that all of the required local funds have been designated as match for this project.

(Signature - Chair, County Commissioners) Mark Swartz (Date) 12/5/11
(Signature - Chair, Board of Education) Charles H. Brown (Date) 11/24/11

Form date: 1/25/2010

**APPLICATION
PUBLIC SCHOOL BUILDING CAPITAL FUND
ADM (Corporate Tax) Fund**

Approved: _____
Date: _____

County: Haywood Contact Person: Tracy Hargrove
Address: 1230 N. Main St. Waynesville Title: Director of Maintenance
School Admin. Unit: 440 Phone: (828) 456-2402
Project Title: Flat Roof-Central Ele.
Location: Waynesville
Type of Facility: Elementary School

G.S. 115C-546.2(b) "Counties shall use monies in the Fund for capital outlay projects including the planning, construction, reconstruction, enlargement, improvement, repair, or renovation of public school buildings and for the purchase of land for public school buildings; for equipment to implement a local school technology plan that is approved pursuant to G.S. 115C-102.6C; or for both. Monies used to implement a local school technology plan shall be transferred to the State School Technology Fund and allocated by that Fund to the local school administrative unit for equipment. As used in this section, 'public school buildings' only includes facilities for individual schools that are used for instructional and related purposes and does not include centralized administration, maintenance, or other facilities." Applications must be submitted no later than one year after the final payment to the Contractor or Vendor.

Short Description of Construction Project: Replace built-up/rooftop roof with tapered TPO.

Estimated Costs:	State	Local	Total
Purchase of Land	\$ _____	\$ _____	\$ 0.00
Planning	\$ _____	\$ _____	\$ 0.00
Construction	\$ _____	\$ _____	\$ 0.00
Renovation	\$ _____	\$ _____	\$ 0.00
Enlargement	\$ _____	\$ _____	\$ 0.00
Repair	\$ 17,100.00	\$ 5,700.00	\$ 22,800.00
School Technology	\$ _____	\$ N/A	\$ 0
Debt Service/Bond Payment	\$ _____	\$ _____	\$ 0.00
Total	\$ 17,100.00	\$ 5,700.00	\$ 22,800.00

Bid Dates/Vendors: 2/1/12
Contracts signed/Dates: 2/15/12
Estimated date of beginning of construction: 3/1/12
Estimated date of completion: 6/30/12

Match: The matching funds of one dollar of local funds for every three dollars of state funds are from (source): _____
\$ _____ of the matching funds have been expended for/date/description: _____

Reporting requirements: We, the undersigned, agree to submit a report of state/local amounts expended for this project within 60 days after completion of the project, or 60 days after receiving state funding, whichever is later. The County Commissioners and the Board of Education do hereby jointly request approval of the above project and request release of \$ _____ from the Public School Building Capital Fund. We certify that the project herein described is within the parameters of 115C-546.2(b) and that all of the required local funds have been designated as match for this project.

(Signature - Chair, County Commissioners) Mark Swartz (Date) 12/5/11
(Signature - Chair, Board of Education) Charles H. Brown (Date) 11/24/11

Form date: 1/25/2010

APPLICATION
PUBLIC SCHOOL BUILDING CAPITAL FUND
ADM (Corporate Tax) Fund

Approved: _____
 Date: _____

County: Haywood Contact Person: Tracy Hargrove
 Address: 1230 N. Main St. Waynesville Title: Director of Maintenance
 School Admin. Unit: 440 Phone: (828) 456-2402
 Project Title: Shingle Roof-Old Hazelwood
 Location: Waynesville
 Type of Facility: Elementary School

G.S. 115C-546.2(b) "Counties shall use monies in the Fund for capital outlay projects including the planning, construction, reconstruction, enlargement, improvement, repair, or renovation of public school buildings and for the purchase of land for public school buildings; for equipment to implement a local school technology plan that is approved pursuant to G.S. 115C-102.6C, or for both. Monies used to implement a local school technology plan shall be transferred to the State School Technology Fund and allocated by that Fund to the local school administrative unit for equipment. As used in this section, 'public school buildings' only includes facilities for individual schools that are used for instructional and related purposes and does not include facilities for administration, maintenance, or other facilities." *Applicant must be sure to include in the description of the project the final payment to the Contractor or Vendor.*

Short Description of Construction Project: Replace shingles

Estimated Costs:	State	Local	Total
Purchase of Land	\$ _____	\$ _____	\$ 0.00
Planning	\$ _____	\$ _____	\$ 0.00
Construction	\$ _____	\$ _____	\$ 0.00
Renovation	\$ _____	\$ _____	\$ 0.00
Enlargement	\$ _____	\$ _____	\$ 0.00
Repair	\$ 24,600.00	\$ 8,200.00	\$ 32,800.00
School Technology	\$ _____	\$ N/A	\$ 0
Debt Service/Bond Payment	\$ _____	\$ _____	\$ 0.00
Total	\$ 24,600.00	\$ 8,200.00	\$ 32,800.00

Bid Dates/Vendors: 2/1/12
 Contracts signed/Dates: 2/15/12
 Estimated date of beginning of construction: 3/1/12
 Estimated date of completion: 6/30/12

Match: The matching funds of one dollar of local funds for every three dollars of state funds are from (source): _____
 \$ _____ of the matching funds have been expended for/date/description: _____

Reporting requirements: We, the undersigned, agree to submit a report of state/local amounts expended for this project within 60 days after completion of the project, or 60 days after receiving state funding, whichever is later. The County Commissioners and the Board of Education do hereby jointly request approval of the above project and request release of \$ _____ from the Public School Building Capital Fund. We certify that the project herein described is within the parameters of 115C-546.2(b) and that all of the required local funds have been provided as match for this project.

Mark Swartz 12/5/11
 (Signature - Chair, County Commissioners) (Date)
John H. ... 11/14/11
 (Signature - Chair, Board of Education) (Date)

Form date: 1/25/2010

Haywood Community College – Administrative Services Building

Bill Dechant was not at the meeting at this time. The item was moved to the end of New Business.

Resolution providing for electronic listing and extending the time for filing electronic listings of Personal Property for Property Tax Purposes

David Francis, Tax Administrator, requested approval of the Resolution to allow the County to start accepting electronic listings and be able to extend the deadline until April 15. He is in negotiations with Taxscribe, a NC company out of Charlotte that allows a property owner of personal/business property to list electronically. A fee of \$4.95 per listing is charged to the property owner. The County will incur cost of approximately \$200 for uploading our information to Taxscribe. Attorney Killian will review the contract if the Board approves the Resolution.

Vice-Chairman Kirkpatrick made a motion to approve the Resolution providing for electronic listing and extending the time for filing electronic listings of personal property as presented. Commissioner Upton seconded, and the motion carried unanimously.

**RESOLUTION PROVIDING FOR ELECTRONIC LISTING AND EXTENDING THE
TIME FOR FILING ELECTRONIC LISTINGS OF PERSONAL PROPERTY FOR
PROPERTY TAX PURPOSES**

WHEREAS, North Carolina General Statute § 105-310.1 authorizes Counties to permit electronic listing of personal property, and

WHEREAS, North Carolina General Statute § 105-307 permits the Board of County Commissioners to extend the deadline for filing electronic listings of personal property under G.S. § 105-304 to June 1, and

WHEREAS, North Carolina General Statute 105-311(b) authorizes electronic signature of personal property listings which are submitted electronically,

NOW THEREFORE BE IT RESOLVED as follows:

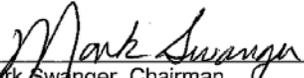
Section 1. The Haywood County Board of Commissioners hereby authorizes personal property listings to be submitted and signed electronically.

Sec. 2. The following procedures will apply to electronic tax filings. Electronic listings must be submitted online. Facsimiles will not be accepted as electronic listings. In order to file electronically, the taxpayer must use an electronic listing application approved by the County. To request an extension to electronically file personal property listings after January 31, the taxpayer must file an online request for extension of time during the month of January and must provide an Account ID provided by the County and associated with the location for which the extension is requested. Once an extension of time has been granted by the assessor, the electronic filing must be received by the Haywood County Assessor no later than April 15 in order to avoid late list penalties.

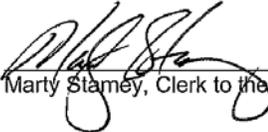
Sec. 3. This resolution shall be recorded in the minutes of the Haywood County Board of Commissioners and notice of the procedure and extension of time for electronic filing of personal property listings shall be published as required by G.S. § 105-296(c).

Sec. 4. This resolution is effective for all tax years after its adoption and at such time as the Assessor has the ability to implement a system for electronic listing.

Adopted by the Haywood County Board of Commissioners on the 5th day of December 2011.


Mark Swanger, Chairman

Attest:


Marty Stamey, Clerk to the Board

Request to incorporate Parcel 8613-29-7916 into the Upper Chestnut Grove Road Service District

David Francis, Tax Administrator, requested to incorporate Parcel 8613-29-7916 into the Upper Chestnut Grove Road Service District. This parcel was not in the service agreement in 1997. The Home Owner's Association asked Mr. Hatcher to incorporate the parcel for 2012, and he agreed to their request.

Attorney Killian commented that the General Statutes report has to be included stating that the district can afford the additional service; so, he will need to prepare that report and bring it to a future meeting for approval. In addition, the Home Owner's Association is required to submit a Resolution of Approval.

Based on the recommendation by Attorney Killian, Chairman Swanger postponed this matter for the examination of additional documents until December 19, 2011.

Child Fatality Prevention Team (CFPT) – Appointment of Ms. Tara Keilbert, Executive Director of KARE (Kids' Advocacy Resource Effort) to the CFPT

Carmine Rocco, Health Director, introduced Lisa Davis, Child Fatality Prevention Team Chairperson. Mr. Rocco stated that Ms. Davis would present the next two items. Ms. Davis requested appointment of Ms. Tara Keilbert to the Child Fatality Prevention Team.

Commissioner Upton made a motion for approval of the appointment of Ms. Keilbert to the Child Fatality Prevention Team. Vice-Chairman Kirkpatrick seconded, and the motion carried unanimously.

Child Fatality Prevention Team Report

Lisa Davis presented the 2010 annual report. She stated that the reviews were of children who passed away in 2009. As directed by General Statute 7B-1400, the Child Fatality Prevention Team (CFPT) assesses the record of all deaths of Haywood County children, ages birth to 18. This is for the purpose of developing a community-wide approach to the problem of child abuse and neglect and to understand the causes of childhood deaths, to identify any gaps in deliveries or deficiencies in delivery service that may exist, and to make their recommendations on a State level for changes to laws and rules that affect childhood safety and development.

Multijurisdictional Public Safety CAD (Computer Aided Dispatch) and MDIS (Mobile Data Information System)

Ms. Lanning was not at the meeting at this time; Chairman Swanger called Mr. Rocco to present the Old Business that was moved earlier.

OLD BUSINESS

Region A Partnership for Children Contract with Haywood County Health Department

Carmine Rocco, Health Director, requested approval of the contract for Region A Partnership for Children, representing Smart Start. The Health Department has been doing this program for many years, and the contract allows the hiring of a nurse to do Child Care consultant work at an amount not to exceed \$46,350.

Vice-Chairman Kirkpatrick made a motion that the Region A Partnership for Children contract between Region A and the Haywood County Health Department be approved. Commissioner Sorrells seconded, and the motion carried unanimously.

FINANCIAL ASSISTANCE CONTRACT
12-221

Between
REGION A PARTNERSHIP FOR CHILDREN
And
HAYWOOD COUNTY HEALTH DEPARTMENT
FEDERAL TAX ID # 56-6001524

1. **Parties to the Contract:**
This Contract is hereby entered into by and between the Region A Partnership for Children (the "Local Partnership") and the Haywood County Health Department. (the "Contractor") (referred to collectively as the "Parties").

2. **Effective Period:**
This Contract shall be effective on **October 31, 2011** and shall terminate on **June 30, 2012**.

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

4. **Subcontracting:**
The Contractor shall not subcontract any of the work contemplated under this Contract without prior written approval from the Local Partnership. Any approved subcontract shall be subject to all conditions of this Contract. The Local Partnership shall not be obligated to pay for work performed by any unapproved subcontractor. The Contractor shall be responsible for the performance of all of its subcontractors.

5. **Assignment:**
No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted.

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

7. **Key Personnel:**

The Contractor shall not replace any of the key personnel assigned to the performance of this Contract without written approval of the Local Partnership. The individuals designated as "key personnel" for purposes of this Contract are those specified in the Contractor's proposal and such others as the Parties may agree.

8. **Indemnification:**

The Contractor agrees to indemnify and hold harmless the State of North Carolina (the "State"), the Division of Child Development of the North Carolina Department of Health and Human Services (the "Division"), The North Carolina Partnership for Children, Inc. ("NCPC"), the Local Partnership and any of their officers, agents and employees, from any claims of third parties arising out of any act or omission of the Contractor in connection with the performance of this Contract but the responsibility for any indemnification provided for herein shall be subject to the condition that the acts so indemnified must first be covered by liability insurance carried by Haywood County with the result that governmental immunity is waived.

This Section shall not apply to state agencies.

9. **Contract Administrators:**

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

For the Local Partnership:

Kelly Vreeland
Region A Partnership for Children
116 Jackson Street
Sylva, NC 28779
Phone: 828-586-0661 Fax: 828-586-0663
Email: kelly@regionakids.org

For the Contractor:

Carmine Rocco, Health Director
Haywood County Health Department
2177 Asheville Road
Waynesville, NC 28786
Phone: 828-452-6675
Email: crocco@haywoodnc.net

Fiscal Contact:

Joyce Fuchs, Accounting Tech
Haywood County Health Department
2177 Asheville Road
Waynesville, NC 28786
Email: jfuchs@haywoodnc.net

10. **Choice of Law:**

The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the Parties to this Contract, are governed by the laws of North Carolina. The Contractor, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Jackson County, North Carolina. The place of this Contract, and all transactions and agreements relating to it, and their situs and forum, shall be Jackson County, North Carolina, where all

matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

11. Precedence Among Contract Documents:

This Contract and any documents incorporated herein by reference represent the entire agreement between the Parties and supersede all prior oral or written statements or agreements. In the event of a conflict between or among the terms in the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The Contract Documents include this Contract, any amendments thereto, and the Attachments. The Contract Documents have the highest precedence, followed by the Contractor's proposal. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

12. Survival of Promises:

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

13. Availability of Funds:

The Parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Local Partnership. In the event funds are unavailable, the Local Partnership may terminate this Contract by giving written notice to the Contractor specifying the effective date of termination.

14. Authorized Use of Funds:

The Contractor shall use or expend the funds provided by this Contract only for the purposes for which they were appropriated by the North Carolina General Assembly and as defined in the Early Childhood legislation. Further, the funds provided by the Local Partnership shall be used by the Contractor only for the purposes and activities specified in Attachment I, which is attached hereto; any amendments or additions to Attachment I; and in the Contractor's proposal, which is incorporated by reference as if fully set forth herein.

15. Responsibilities of the Local Partnership:

The Local Partnership shall perform the following:

- A. Reimburse the Contractor for its allowable costs of services incurred in providing the activities described in Attachment I in accordance with the approved budget in Attachment II and subsequent amendments to these Attachments;
- B. Perform on-site financial and programmatic monitoring of the Contractor for compliance with the terms of this Contract; and
- C. Specify reports and other deliverables required from the Contractor.

16. Responsibilities of the Contractor:

The Contractor shall perform the following:

- A. Provide the services described in Attachment I in accordance with the terms of this Contract and in accordance with the approved budget in Attachment II; and in compliance with the Smart Start Cost

Principles in Attachment III; and subsequent amendments to the Attachments and in the project proposal submitted by the Contractor which is incorporated herein by reference as if fully set forth herein. Any portion of payment under this Contract not used for these purposes must revert to the Local Partnership and thereafter to the funding source as appropriate. Any condition or purpose set forth in this Contract shall take precedence over any conflicting provision in the proposal submitted by the Contractor.

- B. Receive approval from the Local Partnership of any activity changes by the Contractor prior to implementation. Budget amendments must also receive advance approval from the Local Partnership.
- C. Report all expenditures on the cash basis of accounting. The Contractor will submit to the Local Partnership, in such form and by such date as specified by the Local Partnership, a financial status report for each activity in order to claim reimbursement for allowable costs incurred under the Contract.

The certified expenditure report must be submitted no less frequently than **monthly** to the Local Partnership.

- D. Make available all records, including general and subsidiary ledgers, reports, vouchers, books, program documentation, correspondence, or other documentation or evidence at reasonable times for review, inspection or audit by duly authorized officials of the Local Partnership, NCPC, the Division, or the North Carolina Office of State Auditor or applicable federal agencies. The Contractor agrees that the Local Partnership or its agent has the right to audit the records of the Contractor pertaining to this Contract both during performance and after completion.
- E. Submit to the Local Partnership any other plans, reports, documents or other products that the Local Partnership may require in the form specified by the Local Partnership.
- F. Attend scheduled meetings with the Local Partnership and/or NCPC as requested.
- G. Use Program Income earned under this Contract, with written permission of the Local Partnership, only to enhance the activities performed under this Contract or to decrease the cost to the Local Partnership of performing those activities. Program income includes, but is not limited to, income from services rendered, the use or rental of personal property acquired with State funds, sales of commodities acquired with State funds, and interest earnings on State-funded deposits.
- H. Submit to the Local Partnership with the final report of expenditures, in such form as specified by the Local Partnership, an accounting of all program income earned and expended.
- I. Publicize the activities performed under this Contract as being funded by the Local Partnership and Smart Start.
- J. Obtain or supply matching cash and in-kind (volunteers, goods, services, facilities) contributions of ten (10%) percent of the Contract amount; retain written documentation of cash and in-kind contributions, and quantify and report to the Local Partnership on a **quarterly** basis these contributions and any other direct or indirect funding the Local Partnership funds have leveraged.
- K. Report suspected child abuse, neglect, or dependency as defined in N.C.G.S. §7B-101.
- L. Ensure that no funds from this Contract will be used to carry on propaganda or otherwise to attempt to influence legislation, to influence the outcome of any public election, or to carry on directly or indirectly any voter registration drive.

- M. Ensure adherence to N.C.G.S. §143B-168.10.-143B-168.16. and as modified by applicable Session Law.
 - N. Participate in the Local Partnership's evaluation process and develop measurable outcomes for evaluating the funded activities.
 - O. Ensure that this Contract and all referenced attachments and subsequent amendments thereto have been reviewed.
17. **Compliance with Cost Principles:**
- The Contractor will not be reimbursed for expenditures incurred under this Contract that do not comply with the Smart Start Cost Principles, which are incorporated herein as Attachment III, and North Carolina State cost principles, as applicable.
18. **Amount of Reimbursement:**
- The Local Partnership shall reimburse the Contractor in the manner and in the amount specified in the Contract Documents. The amount paid by the Local Partnership for provision of services under the Contract shall not exceed \$ 46,350.
19. **Payment Provisions:**
- A. Payment Procedure:
 - 1. Reimbursements shall be made for actual expenditures made in accordance with the approved budget on file with both Parties and reported in the expenditure report submitted by the Contractor.
 - 2. In June 2012, the Contractor may receive an advance for the final reimbursement under the Contract.
 - B. Withholding of Payment:

The Local Partnership has the authority to withhold payment if the Contractor fails to make significant progress toward achieving outcomes as defined in the project proposal as approved by the Local Partnership, or if the quality of services provided fails to meet Local Partnership standards and expectations for any reason, or if the Contractor fails to submit required reports.
 - C. Reimbursements:

Reimbursements for expenditures under this Contract will not occur subsequent to June 30, 2012.
20. **Reversion of Unexpended Funds:**
- Any unexpended funds held by the Contractor upon termination or completion of the Contract shall be reported and reverted to the Local Partnership with the final report of expenditures.
21. **Reporting and Audit Requirements:**
- The Contractor shall comply with all rules and reporting requirements established by statute or administrative rules.

NCAC Title 09 NCAC 03M, "Uniform Administration of State Grants," establishes reporting thresholds and requirements for nongovernmental grantees and subgrantees of State funds. The three reporting thresholds are:

- A. A grantee that receives, uses, or expends State funds in an amount less than \$25,000 within its fiscal year must, within six months after the end of its fiscal year, submit to the Local Partnership:
 - 1) A certification completed by the grantee Board and management stating that the State funds were received, used, or expended for the purposes for which they were granted; and
 - 2) An accounting of the State funds received, used, or expended.
- B. A grantee that receives, uses, or expends State funds in an amount of at least \$25,000 and up to and including \$500,000 within its fiscal year must, within six months after the end of its fiscal year, submit to the Local Partnership:
 - 1) A certification completed by the grantee Board and management stating that the State funds were received, used, or expended for the purposes for which they were granted;
 - 2) An accounting of the State funds received, used, or expended; and
 - 3) A description of activities and accomplishments undertaken by the grantee with the State funds.
- C. A grantee that receives, uses, or expends State funds in the amount greater than \$500,000 within its fiscal year must, within nine months after the end of its fiscal year, submit to the Local Partnership:
 - 1) A certification completed by the grantee Board and management stating that the State funds were received, used, or expended for the purposes for which they were granted;
 - 2) An audit prepared and completed by a licensed Certified Public Accountant; and
 - 3) A description of activities and accomplishments undertaken by the grantee with the State funds.

The Contractor shall use the forms specified by the Local Partnership in making reports to the Local Partnership.

22. Subgrantees:

The Contractor has the responsibility to ensure that all subgrantees, if any, provide all information necessary to permit the Contractor to comply with the standards set forth in this Contract.

23. Sales/Use Tax Refunds:

If eligible, the Contractor and all subgrantees shall (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to N.C.G.S. §105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in the reimbursement reports.

24. Care of Property:

The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this Contract and will reimburse the Local Partnership for loss of, or damage to, such property. When the property provided or purchased is no longer needed or used for the performance of services under this Contract, or at the termination of this Contract, the Contractor shall contact the Local Partnership for instructions as to the disposition of such property and shall comply with these instructions.

25. Personal Property Purchased with Contract Funds:

Personal property includes, but is not limited to furniture, equipment and materials. Title to personal property costing in excess of \$500 per item acquired by the Contractor with funds from this Contract shall vest in the Contractor, subject to the following conditions:

- A. When personal property is no longer needed for the project or program, or if operations are discontinued, or at the termination of this Contract, the Contractor shall notify the Local Partnership and receive written instructions regarding disposition of the personal property. With written approval from the Local Partnership, the Contractor may use the personal property in the project or program for which it was acquired as long as needed.
- B. A control system shall be in place to ensure adequate safeguards to prevent loss, damage, or theft of personal property.
- C. Any unused or unneeded personal property held by the Contractor shall be reported to the Local Partnership and used or returned in accordance with Local Partnership instructions.
- D. Competitive bidding practices in contracting for goods and services on contract amounts as follows:
 - 1) For amounts of five thousand dollars (\$5,000) or less, the procedures specified by a written policy.
 - (2) For amounts greater than five thousand dollars (\$5,000), but less than fifteen thousand dollars (\$15,000), three written quotes.
 - (3) For amounts of fifteen thousand dollars (\$15,000) or more, but less than forty thousand dollars (\$40,000), a request for proposal process.
 - (4) For amounts of forty thousand dollars (\$40,000) or more, a request for proposal process and advertising in a major newspaper.

26. Access to Persons and Records:

The State Auditor shall have access to persons and records as a result of this Contract in accordance with N.C.G.S. §147-64.7. Additionally, as funding authorities, the State, the Division, NCPC, and the Local Partnership shall have access to persons and records as a result of this Contract.

The Office of State Auditor has audit oversight for all organizations that receive, use or expend State funds. The Contractor shall, upon request, furnish to the Office of State Auditor, the Division, the Local Partnership, and NCPC all financial books, records, and other information requested by them to provide full accountability for the use and expenditure of State funds. In addition, the Office of State Auditor, the Division, NCPC, and the Local Partnership shall have access to the working papers of the Contractor's independent auditor for review as considered necessary.

27. Record Retention:

The State's basic records retention policy requires all grant records to be retained for a minimum of five years following completion or termination of the Contract or until all audit exceptions have been resolved, whichever is longer. If any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

28. Conflict of Interest Policy:

The Contractor expressly asserts that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The Contractor shall not employ any person having such interest during the performance of this Contract. The Contractor further agrees to notify the Local Partnership in writing of any instances that might have the appearance of a conflict of interest.

The Local Partnership shall not be required to make any payments until it has received a notarized copy of the Contractor's policy addressing conflict of interest. The policy shall address situations in which the Contractor's employees and the members of its board of directors or other governing body may directly or indirectly benefit from the Contractor's disbursing of funds under this Contract and shall include actions to be taken by the Contractor or the individual, or both, to avoid conflicts of interest and the appearance of impropriety.

29. Insurance:

Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of this Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract.

During the term of this Contract, the Contractor shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. At a minimum, the Contractor shall provide and maintain Workers' Compensation, Commercial General Liability, and Automobile Liability Insurance covering all owned, hired and non-owned vehicles used in the performance of the Contract as required to protect the State, the Division, NCPC, and the Local Partnership against claims that may arise from the Contractor's performance.

30. Confidentiality:

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

31. Copyrights and Ownership of Deliverables:

All deliverable items produced pursuant to this Contract are the exclusive property of the Local Partnership. The Contractor shall not assert a claim of copyright or other property interest in such deliverables.

32. Equal Employment Opportunity:

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

33. Compliance with Laws:

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

34. Advertising:

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

35. Statement of No Overdue Tax Debts:

The Contractor certifies that it does not have any overdue tax debts, as defined by N.C.G.S. §105-243.1, at the federal, State, or local level. The Contractor understands that any person who makes a false statement in violation of N.C.G.S. §143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S. §143C-10-1.

36. Supplementation of Expenditure of Public Funds:

The Contractor assures that funds received pursuant to this Contract shall be used only to supplement, not supplant, the total amount of federal, State, and local public funds that the Contractor otherwise expends for services on behalf of young children and their families. Funds received pursuant to this Contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Contractor's total expenditure of other public funds for such services. In the event of supplantation, the Local Partnership may immediately reduce or terminate funding under this Contract.

37. Disbursements:

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

A. Implement adequate internal controls over disbursements;

B. Pre-audit all vouchers presented for payment to determine:

- 1) Validity and accuracy of payment
- 2) Payment due date
- 3) Adequacy of documentation supporting payment
- 4) Legality of disbursement;

C. Assure adequate control of signature stamps/plates;

D. Assure that an individual does not sign a check payable to himself/herself or to an organization for which there is a real or perceived conflict of interest; and,

E. Implement accounting procedures to ensure that expenditures incurred under this Contract may be readily identified and reported.

38. Health Insurance Portability and Accountability Act (HIPAA):

The Contractor agrees that, if the Local Partnership determines that some or all of the activities within the scope of this Contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-191, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the Local Partnership may require to ensure compliance.

39. Amendment:

This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Local Partnership and the Contractor.

40. Force Majeure:

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

41. Suspension:

This Contract may be suspended in whole or in part upon 10 days written notice, to the Contract Administrator noted in Section 9, by the Local Partnership if the Contractor has materially failed to comply with the terms and conditions of the Contract, including all attachments and amendments.

Suspension shall remain in effect until:

- A. the Contractor has taken corrective action as approved by the Local Partnership; or
- B. the Contractor has given written assurances satisfactory to the Local Partnership that corrective action will be taken; or
- C. the Contract is terminated by either Party or by mutual consent of both Parties.

42. Default and Termination:

- A. The Parties may terminate this Contract by mutual consent with 10 days notice to the other Party.
- B. This Contract may be terminated in whole or in part by either Party, with 30 days written notice to the other Party's Contract Administrator as noted in Section 9, delivered by certified mail with return receipt requested, or in person.
- C. If, through any cause, the Contractor shall fail to fulfill its obligations under this Contract in a timely and proper manner, the Local Partnership shall have the right to terminate this Contract by giving written notice to the Contractor's Contract Administrator as noted in Section 9, delivered by certified mail with return receipt requested, or in person and specifying the effective date thereof.

After receipt of a notice of termination and except as otherwise directed by the Local Partnership, the Contractor shall cease work under the Contract on the date and to the extent specified in the notice of termination. In the event of termination in part, both Parties shall continue the performance of this Contract to the extent not terminated.

In that event, all finished or unfinished deliverable items prepared by the Contractor under this Contract shall, at the option of the Local Partnership, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the Local Partnership for damages sustained by the Local Partnership by virtue of the Contractor's breach of this agreement, and the Local Partnership may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the Local Partnership from such breach can be determined. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this Contract.

D. The Local Partnership may terminate the Contract on any date specified by the Local Partnership if funds are no longer available.

43. Waiver of Default:

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

44. Severability:

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

45. Time of the Essence:

Time is of the essence in the performance of this Contract.

Signature Warranty:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Contract.

In Witness Whereof, the Contractor and Local Partnership have executed this Contract in duplicate originals, with one original being retained by each Party.

REGION A PARTNERHISIP FOR CHILDREN

BY: Janice M. Edgerton, Executive Director _____ Date _____

HAYWOOD COUNTY HEALTH DEPARTMENT

BY: Carmine Rocco _____ 11/28/11
Carmine Rocco, Health Director Date

HAYWOOD COUNTY

BY: Marty Stamey _____ 12/5/2011
Marty Stamey, County Manager Date

BY: Julie Davis _____ 12/5/2011
Julie Davis, County Finance Officer Date

Haywood Community College – Administrative Services Building

- Change Order #2

Bill Dechant, Director of Campus Development at HCC, stated that this Change Order of 15 items for the Administrative Services Building, which is now occupied, is to finish the project. He requested that the Board approve to use contingency funds, professional services and professional services architect funds to fund the change order.

- Budget Amendment - \$19,284 - Julie Davis

Vice-Chairman Kirkpatrick made a motion that Change Order #2 as presented be approved and the accompanying Budget Amendment of \$19,284 be approved. Commissioner Upton seconded, and the motion carried unanimously.

HAYWOOD COUNTY
CAPITAL PROJECT BUDGET AMENDMENT
FISCAL YEAR 2011-2012

PER: _____
JNL: _____

BE IT ORDAINED by the Board of Commissioners of Haywood County that the following amendment be made to the capital project ordinance for the fiscal year ending June 30, 2012.

Section 1. To amend the Capital Project Fund - Community College construction projects, the expenditures are to be charge as follows:

Line Item	Account Number	Current Budget	Increase (Decrease)	Amended Budget
COMMUNITY COLLEGE PRJS:				
Administrative Services Bldg:				
Professional Services - Other	405922-519900-11HCC	27,341	(1,797)	25,544
Professional Services - Architect	405922-519917-11HCC	215,870	(3,401)	212,469
C/O - Bldg renovation	405922-558000-11HCC	1,560,069	19,284	1,579,353
Contingency	405922-599100-11HCC	14,086	(14,086)	-

which will result in a net increase of \$ _____ in the expenditures of the Capital Project Fund.

To provide the additional revenue for the above, the following revenues will be increased as the money has been received:

Revenue	Acct. No.	Current Budget	Increase (Decrease)	Amended Budget
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Section 2. Copies of this amendment shall be delivered to the Budget Officer and the Finance Officer for their direction.

Adopted this the 5th of December 2011.



Chairman
Haywood County Board of Commissioners

ATTEST


Clerk to the Board

Explanation:
To allocate an amount from contingency and professional services to fund change order #2 for the Administrative Services Building.

Multijurisdictional Public Safety CAD (Computer Aided Dispatch) and MDIS (Mobile Data Information System)

Kristy Lanning, Director of Technology and Communications, requested approval of the Interlocal Agreement between Haywood County, Town of Waynesville Police Department, Town of Canton Police Department, and Haywood County Sheriff's Office. This encompasses the four Public Safety Answering Points (PSAP's) in Haywood County that have gone in together to consolidate their CAD system so that everyone is on the same system, serving all of the emergency response personnel in the County. This agreement covers the funding, system administration, technical support, and operational administration. They are on time and on budget at this point, and the system will go live this week. This system will increase efficiency for response to emergency situations and save money for taxpayers, because each agency is not funding its own system.

Attorney Killian commented that he reviewed the agreement and put it into a memorandum of understanding interlocal agreement format, which is appropriate for an agreement between units of local government and inserted the appropriate statutory references, but essentially the operative part of the agreement is exactly what Kristy suggested.

Commissioner Upton made a motion to approve the interlocal agreement between Haywood County, The Town of Waynesville, and The Town of Canton for the CAD project. Commissioner Sorrells seconded, and the motion carried unanimously.

NORTH CAROLINA INTERLOCAL AGREEMENT

HAYWOOD COUNTY

THIS INTERLOCAL AGREEMENT, made and entered into this the 31st day of December, 2011, by and between HAYWOOD COUNTY, a subdivision of the State of North Carolina (the "County"); TOWN OF WAYNESVILLE, a body politic and corporate, ("Waynesville"); and the TOWN OF CANTON, a body politic and corporate, ("Canton"), collectively the "Parties", all of the State of North Carolina.

WITNESSETH:

WHEREAS, the Parties hereto, each being a unit of local government as defined in GS 160A-460 ("Units of Local Government"), desire to implement a consolidated Computer Aided Dispatch ("CAD") system for the use of the Haywood County Sheriff's Department, Haywood County 9-1-1 Agency, the Waynesville Police Department, , and the Canton Police Department .

WHEREAS, GS 160A-461 authorizes Units of Local Government to inter into joint Undertaking(s) of any power, function, public enterprise, right, privilege, or immunity of local government; and

WHEREAS, the Parties also desire to enter into this Agreement on behalf of all other law enforcement, fire, EMS and the various fire and rescue organizations within Haywood County for a multijurisdictional public safety computer aided dispatch system for Haywood County; and

WHEREAS, the Parties wish to establish, maintain and use a CAD System; and

WHEREAS, in the interest of providing the best service with the least possible expenditure of public funds, full cooperation between the County, Waynesville and Canton is encouraged and necessary.

NOW, THEREFORE, in consideration of these premises and to promote the health, safety and general welfare of the citizens of Haywood County, Waynesville, Canton and the County do now agree pursuant to N.C. General Statutes Section 160A-460, 160A-461 and 153A-121 to enter into an Interlocal Agreement as follows:

1. PURPOSE:

- a. To continually improve procedural efficiency and technical capabilities of emergency call taking, emergency call processing and all emergency response communications.
- b. To improve safety of emergency responders.
- c. To bring about increased efficiencies and coordination of communications and emergency response services.
- d. To utilize funding to ensure the appropriate level of service to all parties involved as defined by user agencies by establishing funding mechanisms and responsibilities.
- e. To ensure acceptable oversight and accountability.

2. FUNDING.

The multijurisdictional CAD system has been funded, as allowed, through the use of the designated Emergency Telephone System Funds for public safety use. Annual

funding for licensing, maintenance, upgrades and any other expenses of the multijurisdictional CAD system which are not allowable through the Emergency Telephone System Funds shall be the responsibility of each participating agency, as per agency use and licensing. Annual expenses, including recommended and/or necessary upgrades, support costs, and licensing costs, will be provided to each participating agency for the next fiscal year budgeting by March 1 of each year beginning March 1, 2012.

3. CAD SYSTEM ADMINISTRATION.

A CAD System Administrator shall be employed by the County, and will be tasked with ensuring efficient adherence to several distinct requirements including table maintenance, security and data management, geofile maintenance, error logging and customization. All participating agencies shall have access to the designated CAD System Administrator through established protocols and methods.

4. TECHNICAL SUPPORT.

Information Technology support services shall be provided by Haywood County IT to each participating agency, as established and agreed upon through a level of service agreement, and defined cost model.

5. OPERATION AND OVERSIGHT.

Operational control and oversight of agency personnel shall be the responsibility of the respective agency. Participants must adhere to their individual agency Standard

Operating Procedures, as well as local, state and federal laws and regulations. Joint policies and protocols will be developed through consensus of the CAD Team. CAD Team shall be established and made up of Law Enforcement, Fire and EMS leaders. User Groups shall be a Law Enforcement User Group and a separate Fire/EMS/Rescue/Emergency Management User Group. Membership in each group will include the Chief (or designee) of each agency which utilizes the CAD system for Emergency Communications. These groups will meet at least quarterly and provide written feedback to the CAD Team regarding any concerns, problems, or recommendations related to operational or technical protocols or any other aspects of the system's performance to meet their needs.

6. EXECUTION.

This Agreement and amendments hereto, shall be executed on behalf of each jurisdiction by its duly authorized representative and pursuant to appropriate resolution or ordinance of each participating jurisdiction. This Agreement and amendments hereto, shall be deemed adopted upon the date of execution by the last authorized representative.

7. SIGNATURES.

Each Party to this Agreement shall sign a signature page to constitute valid execution.

HAYWOOD COUNTY

By: Mark Swartz
(Authorized Representative).

TOWN OF CANTON

By: _____
(Authorized Representative).

TOWN OF WAYNESVILLE

By: _____
(Authorized Representative).

-Doc# 149734.1-

CLOSED SESSION

Vice-Chairman Kirkpatrick made a motion to enter into Closed Session for Attorney/Client Privilege as provided in G.S. §143-318.11(a)(3) and Personnel as provided in G.S. §143-318.11(a)(6). Commissioner Upton seconded, and the motion carried unanimously.

ADJOURNMENT

Vice-Chairman Kirkpatrick made a motion to adjourn the regular Board meeting. Commissioner Upton seconded, and the motion carried unanimously.

The time of adjournment was 10:28 a.m. The DVD is attached by reference to the minutes.

CLERK

CHAIRMAN