

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**June 7, 2021
4:00 PM**

1. CALL TO ORDER - CHAIRMAN

2. APPROVAL OF WORK SESSION AGENDA - CHAIRMAN

2.1. BOC - Changes to the Agenda

3. DISCUSSION ITEMS - NO ACTION

3.1. Active Living and Parks - Re-Open Plan

3.2. Innovation and Technology - Innovation Report

3.3. BOC - Cabarrus County Ordinance Clarification for Section 46-2 (Discharge of Firearms)

4. DISCUSSION ITEMS FOR ACTION

4.1. Active Living and Parks - Eagle Scout Project

4.2. Active Living and Parks - School Park Agreements for Pitts School Road Elementary and Winecoff Elementary

4.3. Board of Elections - ADA Voting Equipment

4.4. BOC - Appointments to Boards and Committees

4.5. BOC - NACo Voting Credentials - 2021 Annual Conference

4.6. County Manager - Duke Energy Easement at J.M. Robinson High School

4.7. County Manager - Easements for Building Adjacent to County Parking Garage

4.8. DHS - FY22 HCCBG Funding Plan

4.9. DHS - Medicare Improvements for Patients and Providers Act (MIPPA) Contract Approval

4.10. Finance - Budget Amendment for GASB 84 Statement

4.11. Finance - Budget Amendment for Self Insurance Dental Fund

4.12. Finance - Other Post Employment Benefits Trust

4.13. Finance - Uniform Guidance for Federal Procurement

4.14. Finance - Update of Capital Project Fund Budgets and Related Project Ordinances

4.15. Planning and Development - Budget Amendment for Duke Rebate Funds

5. BUDGET FY 2022 PUBLIC HEARINGS

- 5.1. County Manager - FY 2022 Budget - Public Hearing 6:30 p.m. Pg. 204
- 5.2. County Manager - FY 2022 Economic Development Allocation - Public Hearing 6:30 p.m. Pg. 208

6. APPROVAL OF REGULAR MEETING AGENDA

- 6.1. BOC - Approval of Regular Meeting Agenda Pg. 211

7. CLOSED SESSION

- 7.1. Closed Session - Pending Litigation and Acquisition of Real Property Pg. 215

8. ADJOURN

In accordance with ADA regulations, anyone in need of an accommodation to participate in the meeting should notify the ADA coordinator at 704-920-2100 at least 48 hours prior to the meeting.

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**June 7, 2021
4:00 PM**

AGENDA CATEGORY:

Approval of Work Session Agenda - Chairman

SUBJECT:

BOC - Changes to the Agenda

BRIEF SUMMARY:

A list of changes to the agenda is attached.

REQUESTED ACTION:

Motion to approve the agenda as amended.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Lauren Linker, Clerk to the Board

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▢ Changes to the Agenda



**CABARRUS COUNTY BOARD OF COMMISSIONERS
CHANGES TO THE AGENDA
JUNE 7, 2021**

SUPPLEMENTAL INFORMATION:

Discussion Items for Action

- 4.9 DHS - Medicare Improvements for Patients and Providers Act (MIPPA) Contract Approval**
- **Budget Amendment**

UPDATED:

Closed Session

- 7.1 Closed Session - Pending Litigation and Acquisition of Real Property**

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**June 7, 2021
4:00 PM**

AGENDA CATEGORY:

Discussion Items - No Action

SUBJECT:

Active Living and Parks - Re-Open Plan

BRIEF SUMMARY:

With Executive Order 215 and face masks and social distancing removed from the orders, the Active Living and Parks Department has put a plan in place to re-open facilities and programs. This will be a staggered re-open in order to secure instructors for classes, a vendor for the Lunch and Learn Program, and Bands for the weekend dances. Additionally, 2 part-time evening staff retired and we are in the process of hiring to replace them in order to be open in the evenings and Saturday mornings.

The plan is to have the game room, basically billiards, open in addition to the fitness room and classes that are currently in place. Other classes and programs as well as outside groups and organizations to begin the week of July 6, 2021 after the Grand Re-Opening and 30 Year Celebration of the Concord Sr. Center that opened in June 1991. (Plans for this event to follow)

All of the programs and classes planned to begin the week of July 6th are contingent on getting instructors hired for classes, contracts in place for bands or other entertainment, and a vendor to supply lunch for the Lunch and Learn Program. July 6th is also the beginning of a new session for activities.

The Parks have been open throughout COVID adhering to the Executive Orders for exactly what could be utilized or open. All facility rentals are now open, programs are back, summer camp will again be held at the Arena and adhere to the executive order dealing with face masks and other recommendations on programming, and department led road races will begin again with June 18th being the first 5K, the June Bug Race.

All Executive Orders and Management directives will be adhered to as we move forward.

REQUESTED ACTION:

No Action Required.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Londa Strong, Active Living and Parks Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**June 7, 2021
4:00 PM**

AGENDA CATEGORY:

Discussion Items - No Action

SUBJECT:

Innovation and Technology - Innovation Report

BRIEF SUMMARY:

Presentation of innovation and technology services put into place by IT in collaboration with other departments and community stakeholders in alignment with the County's five strategic priorities.

1. Transparent and Accountable Government
2. Healthy and safe Community
3. A Thriving Economy
4. Culture and Recreation
5. Sustainable Growth and Development

REQUESTED ACTION:

Receive report.

EXPECTED LENGTH OF PRESENTATION:

15 Minutes

SUBMITTED BY:

Debbie Brannan, Area Manager of Innovation and Technology

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**June 7, 2021
4:00 PM**

AGENDA CATEGORY:

Discussion Items - No Action

SUBJECT:

BOC - Cabarrus County Ordinance Clarification for Section 46-2 (Discharge of Firearms)

BRIEF SUMMARY:

Under current law, no person may discharge a firearm, BB gun, or air compression gun of any kind within 500 yards of any business or residential district in the unincorporated areas of the county. The ordinance identifies such districts based, in part, on the percent of road frontage occupied by residences and businesses.

The proposed ordinance modifies this law by prohibiting firearm discharges within 500 yards of any occupied building, as well as any unoccupied residence, business, house of worship, educational facility, park facility, or any other public gathering facility. The ordinance also clarifies that distance is measured from the actual structure, rather than from the property line.

REQUESTED ACTION:

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Commissioner Strang

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ Proposed Ordinance



ORDINANCE AMENDING SECTION 46-2 OF THE CABARRUS COUNTY CODE TO CLARIFY RESTRICTIONS ON THE DISCHARGE OF FIREARMS

WHEREAS, Sections 153A-129 and 153A-130 of the General Statutes of North Carolina authorize counties to adopt ordinances regulating, restricting, or prohibiting the discharge of firearms and other projectile guns; and

WHEREAS, the current Use of Firearms ordinance is unclear and difficult to enforce, thus placing undue burden on both citizens trying to comply with the law in good faith and the law enforcement officers charged with enforcing the law; and

WHEREAS, the purpose of this ordinance is to protect the public safety by regulating the indiscriminate and unsafe shooting of firearms within the unincorporated areas of Cabarrus County, while continuing to protect each citizen's right to keep and use firearms in a safe and responsible manner.

NOW, THEREFORE BE IT ORDAINED that section 46-2 of the Code of Ordinances, Cabarrus County, North Carolina, is hereby amended to read as follows:

Sec. 46-2. - Use of firearms.

(a) In general.— It shall be unlawful for any person to use and discharge any firearm, BB gun, or air compression gun of any kind, nature, make, or description within a distance of 500 yards of any ~~business or residential district in the county situated outside the corporate limits of any and all municipalities in the county.~~

(1) occupied building; or

(2) residence, business, house of worship, educational facility, park facility, or any other public gathering facility, regardless of whether these places are occupied.

~~(b) A business or residential district within the meaning of this section shall be that territory continuous to a street or highway where 75 percent or more of the frontage thereon for a distance of 300 feet or more is mainly occupied by dwellings or by dwellings and buildings in use for business purposes.~~

(b) Measurement of distance.— For the purposes of subsection (a), distance shall be measured from the actual physical structure of any aforementioned occupied building, residence, business, house of worship, educational facility, park facility, or other public gathering facility to the location in which the firearm, BB gun, or air compression gun was discharged.

(c) Nothing in this section shall be construed so as to prohibit any person from discharging any firearm in protection of his person, family, guests, or property.

(d) Any person violating the provisions of this section shall, upon conviction thereof, be punished in accordance with section 1-7.

(e) Applicability.— This section shall apply in areas of the county not in—

(1) the corporate limits of any municipality; or

(2) an area of the county over which a municipality has jurisdiction to enact general police-power ordinances.

ADOPTED this _th day of _____, 2021.

Stephen M. Morris, Chairman
Cabarrus County Board of Commissioners

Attest:

Clerk to the Board

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**June 7, 2021
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Active Living and Parks - Eagle Scout Project

BRIEF SUMMARY:

Jonathan Leadingham is working on an Eagle Scout Project and wants to do a Vietnam Veterans Park Heritage Trail and Online Database. He had the project idea and had spoken with Joshua Coffman, Park Manager at Vietnam Veterans Park. COVID hit and he has been on hold since. Now that most restrictions have been lifted, he is ready to begin.

This project was presented to the Active Living and Parks Commission Thursday, May 20th and was unanimously approved to present to the BOC.

REQUESTED ACTION:

Motion to suspend the Rules of Procedure.

Motion to approve this project at the Work Session so he can begin now.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Joshua Coffman, Park Manager
Jonathan Leadingham, Eagle Scout Participant

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**June 7, 2021
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Active Living and Parks - School Park Agreements for Pitts School Road Elementary and Winecoff Elementary

BRIEF SUMMARY:

In working with the City of Concord and the Cabarrus County Schools, this is the second Agenda Item regarding the transfer of operational responsibilities of School Parks from the County to Concord Parks and Recreation Department. Pitts School Road Elementary School and Winecoff Elementary School Parks are within the city limits of Concord. Concord Parks and Recreation Departments athletic programs are continuing to grow and in need of additional facilities.

This is one more step in the process of turning the youth athletic sport programs over to the municipalities and/or Volunteer Athletic Associations. Cabarrus County School Facilities and Grounds Department have been updated on this venture.

Concord Parks and Recreation took the attached Agreements for Winecoff and Pitts School Road Elementary Schools to Concord City Council. They have been reviewed, approved, and signed.

REQUESTED ACTION:

Motion to authorize the County Manager to execute lease agreements with the City of Concord's Parks and Recreation Department for both Pitts School Road Elementary and Winecoff Elementary School, subject to review or revisions by the County Attorney.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Londa Strong, Active Living and Parks Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ School Park Agreements
- ▣ School Park Agreement Photos

Katie Helms

From: workflow@concordnc.gov
Sent: Wednesday, April 28, 2021 7:06 AM
To: Katie Helms; Gregory Haverlock; Racquel Chestnut; Jillian Hilliard; Leslie Parham; Sheila Lowry; Marie Maurer; Lisa Hammill; Bob Dowless; Melissa Archer; hatleyld@concordnc.gov; Garry Washburn
Subject: Contract - 6120-'21 Winecoff School Fields routed to \Contract Routing\Finished

[NOTICE: EXTERNAL EMAIL]

A new contract named 6120-'21 Winecoff School Fields has been routed to \Contract Routing\Finished.

If you are connected to the City network, you may use the following link.

<https://lf-app.concordnc.local/laserfiche/Browse.aspx?repo=CityOfConcord#?id=81363>

ATTORNEY - APPROVED - 4/9/2021

RISK MANAGEMENT - -

ACM City Hall 1 - APPROVED - 4/23/2021

ACM City Hall 2 - -

ACM BOC - -

FINANCE DIRECTOR - APPROVED - 4/26/2021

CITY MANAGER - APPROVED - 4/26/2021

CITY CLERK - APPROVED - 4/28/2021

4/28/2021

Rec. 4-30-21

LEASE FOR WINECOFF SCHOOL FIELDS

This Lease Agreement (hereinafter referred to as "Agreement" or "Lease Agreement") is made and entered into this _____ day of _____, 20____, by and between the County of Cabarrus, North Carolina (hereinafter referred to as "County"); and the City of Concord, North Carolina (hereinafter referred to as "City") for the lease of the Winecoff School Fields (hereinafter referred to as "Park") as shown in Exhibit A attached.

WITNESSETH:

WHEREAS, this Agreement is executed pursuant to G.S. 160A-274, which provides for the lease and joint use of governmental property;

WHEREAS, the County and the City desire to cooperatively provide recreational and park services, programs and facilities for the welfare and quality of life of their citizens;

WHEREAS, the County has developed a 6.88-acre public park near Winecoff Elementary School and wishes to enter into this Agreement with the City to manage, operate, program, and maintain the park;

WHEREAS, the County and the City intent this Agreement to set forth certain responsibilities and obligations between the parties relating to the management, operations, programming, and maintenance of a public park in the County;

WHEREAS, the City and County both strive for efficient use of tax dollars and joint projects between the City and County reduce duplication of services and promote more effective use of public monies;

NOW THEREFORE, upon valuable consideration, the receipt of which is hereby acknowledged by each party and upon the premises contained here, the parties agree as follows:

ARTICLE I: PARK PROPERTY LEASE AND ASSETS

1.0 Park Property. The County owns 6.88 acres of land found next to Winecoff Elementary School at 375 Winecoff School Road, Concord, NC 28027. The County has developed this land to include public ballfields with supporting structures named Winecoff School Fields, as shown in Exhibit A attached.

1.1 Lease of Park Property. The County and City agree that the City will lease the Park property from the County upon the terms and conditions set in this agreement.

1.2 Term. The term of the lease of the Park 50 years, beginning August 1, 2021 and ending on September 30, 2071 ("Term").

1.3 Annual Lease Payment. The City must pay an annual lease payment of one dollar (\$1.00) to the County to lease the Park from the County. The County may not require the City to pay any other fees to the County for the lease, operations, programming, or maintenance of the Park.

ARTICLE II: PARK DESIGN AND DEVELOPMENT

2.1 Initial Condition of the Park. The County must address any safety and repair concerns identified during a joint walkthrough with City and County staff that occurs prior to this agreement becoming effective. The City is responsible for all other costs to maintain the Park and its facilities unless otherwise provided in this Agreement.

2.2 Future Development. The quality of the Park and its development shall continue as an ongoing project throughout the term of this Agreement and the City may develop additional recreational facilities within the Park later at its sole discretion. These improvements and all design construction costs will be at no cost to the County. Any alteration, addition or improvement will be completed in good and workmanlike manner in accordance with plans, specifications, and drawings and in compliance with all applicable laws, regulations, and codes. All fixed assets installed or located in the Park by the City remain the property of the County. Any Park facilities or other fixed assets constructed by the City during the term of the lease shall become property of the County and leased by the City at no additional cost.

ARTICLE III: PARK OPERATIONS

3.1 Park Management. During the term of the Agreement, the City shall manage, operate, program, and supervise use of the Park for the benefit of the public.

3.2 Park Operations. The City shall provide, promote, administer, and operate recreational facilities, programs, and services in the Park, consistent with other City parks and recreational facilities, inclusive of all operational hours. The City may, at its discretion and sole expense, choose to expand the hours and days of the operation of the Park, consistent with other parks in the City's park system.

3.3 Third-Party Agreement. The City may execute and enter in such agreements with third parties as it considers necessary or advisable for the provision of programs and services offered at the Park.

3.4 Fees and Charges. The City may adopt a Facility Rental Policy and Fee Schedule for use of the Park and its facilities and participation in Park programs and services. The City may apply different fee amounts city residents and non-city residents for programs and park services. The City must assess consistent facility use charges, such as those charged for ball field rentals, without regard for the renter's city of residence. The City may revise fees and charges at its discretion. All fees, charges and other revenue collected, including concession revenue, belong to the City.

3.5 Utilities. The City must pay all water, sewer, electric and other utility charges for services to the Park beginning August 1, 2021.

3.6 Field Sponsorships. The City may solicit and approve corporate sponsors for fields and facilities at the Park. All sponsors may display signage with sponsor name and logo, as approved by the City and Cabarrus County Schools. Any revenue derived from field or facility sponsorships belong to the City.

ARTICLE IV: PARK MAINTENANCE, REPAIRS AND USE OF FACILITY

4.1 Use of Property. The City will have the exclusive use of the Park, including all fields, common areas, concession facilities, and bathroom facilities in the Park. The City must use the Park in accordance with all applicable laws, rules, codes, regulations, and ordinances.

4.2 Maintenance Responsibilities. The City must maintain the Park as part of the City's park system and in a manner consistent with maintenance performed at other City park and recreational facilities. The City may contract for maintenance and grounds keeping services at the Park with a private contractor. The City will be solely responsible to repair and maintain and keep the Park in good order and condition in accordance with applicable ordinances, ordinary wear and tear, casualty loss and condemnation excepted.

4.3 Maintenance Schedule. The City must adopt a maintenance schedule for the Park consistent with maintenance schedules at other comparable City park and recreation facilities.

4.4 Repairs and Replacement of Facilities. The City shall be responsible for the general repairs, replacement and maintenance of all park facilities and improvements at the Park, including structural repairs to roofs, asphalt, fencing, buildings, etc.

ARTICLE V: DAMAGE OR DESTRUCTION AND MAJOR REPAIRS

5.1 Repair and Restoration. Notwithstanding paragraph 5.2, if at any time during the Term, the Park or any part of the Park is damaged or destroyed by fire or other occurrence of any kind or nature, ordinary or extraordinary, foreseen or unforeseen, the City must, with reasonable diligence, repair, alter, restore, replace, or rebuild the same as nearly as possible to its value, condition, and character immediately prior to such damage or destruction.

Notwithstanding the foregoing, if (i) the available insurance proceeds are insufficient to repair, alter, restore or rebuild the Park or any part thereof to as nearly as possible to its value, condition, character immediately prior to such damage or destruction, (ii) fire or other casualty renders the whole or any material part of the Park untenable or unusable for its intended purposes, and the City determines in its reasonable discretion, that it cannot make the Park tenantable or usable for its intended purposes within one hundred eighty (180) days after the casualty, then the City may, in its sole discretion, terminate the Lease Agreement by providing thirty (30) days' prior notice of such election to terminate and giving the County all applicable insurance proceeds in the amounts required by the Agreement. Anything here to the contrary notwithstanding, the City must immediately secure the Park, undertake temporary repairs and work necessary to protect the public and to protect the Park from further damage.

5.2 Shared Responsibility. The County and the City shall share in equal portions the reasonable and necessary costs of significant repairs to or replacement of the Park's capital fixed infrastructure, such as the outdoor lighting system.

ARTICLE VII: MISCELLANEOUS

7.1 Indemnity and Insurance. The City and the County do hereby indemnify and hold harmless each other from any and all liabilities, losses, costs or expenses whatsoever (including without limitation, attorneys' fees and court costs) as they are incurred and finally awarded.

arising out of, attributable to or resulting from any claims by the other party, its agents, invitees, employees, or by any third parties, as a result of occurrences within the Park. The City shall maintain in force during the Term of the Lease Agreement, public liability insurance naming the County as an additional insured, with coverage in an amount of no less than \$1,000,000.00 per occurrence. Such policy shall have a provision that the policy cannot be canceled without thirty (30) days prior written notice to the County. A copy of said policy or endorsement and each renewal thereof during the Term of this Lease Agreement shall be delivered to the County.

7.2 Entry upon Abandonment. In the event the City at any time during the Term of this Lease Agreement abandons the Park or any part thereof, the County may, at County's option, retake possession of the Property.

73. Miscellaneous. Each Party to this Agreement further agrees as follows:

i. Without further consideration, each party shall at any time, and from time to time, execute and deliver to any other party such further documents, and take such other action, as another party may reasonably request in order to effectuate the purposes of this Agreement.

ii. All understandings and agreements heretofore had between the parties are merged in this Agreement and the related agreements, if any, executed in conjunction with this Agreement all of which together fully and completely express their agreement, and no representations or warranties have been made by any party to another party except as are herein expressly set forth or required pursuant to this Agreement and the related agreements, if any, executed in conjunction with this Agreement.

iii. This Agreement may not be altered, changed, or amended except by an instrument in writing signed by both the City and the County. The parties hereto may amend the Exhibits attached hereto by mutual agreement as many times as needed by attaching an initialed Exhibit hereto with the same name as the Exhibit they are replacing but with a consecutive number added to the end of the Exhibit letter for each amendment (e.g. Exhibit A-1, followed by Exhibit A-2).

iv. The headings in this Agreement are for purposes of reference only and shall not limit or otherwise affect any of the terms hereof.

v. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns.

vi. If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal or unenforceable, such provision shall be automatically reformed and construed as to be valid, operative and enforceable to the maximum extent permitted by law or equity while preserving its original intent. The invalidity of any part of this Agreement shall not make invalid the rest of the Agreement.

vii. The execution and delivery of this Agreement and the performance of the obligations hereunder have been duly authorized by all requisite actions required by law of each party.

viii. Any correspondence relating to Winecoff School Fields should be sent to the following Address:

City of Concord
Director of Parks and Recreation
P.O. Box 308
Concord, NC 28026

IN WITNESS WHEREOF, the Cabarrus County Commissioners and the Concord City Council have approved this Agreement and caused it to be executed and attested by their duly authorized officials.

COUNTY OF CABARRUS

By: _____

ATTEST:


CLERK

[SEAL]

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

Cabarrus County Finance Director

CITY OF CONCORD

By: 

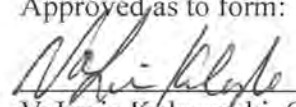
ATTEST:


CLERK

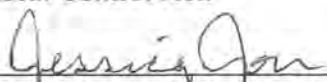
[SEAL]



Approved as to form:


VaLerie Kolczynski, City Attorney

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



City of Concord Finance Director

Katie Helms

From: workflow@concordnc.gov
Sent: Wednesday, April 28, 2021 7:06 AM
To: Katie Helms; Gregory Haverlock; Racquel Chestnut; Jillian Hilliard; Leslie Parham; Sheila Lowry; Marie Maurer; Lisa Hammill; Bob Dowless; Melissa Archer; hatleyld@concordnc.gov; Garry Washburn
Subject: Contract - 6120-'21 Pitts School Fields routed to \Contract Routing\Finished

[NOTICE: EXTERNAL EMAIL]

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ATTORNEY - APPROVED - 4/9/2021

RISK MANAGEMENT - -

ACM City Hall 1 - APPROVED - 4/23/2021

ACM City Hall 2 - -

ACM BOC - -

FINANCE DIRECTOR - APPROVED - 4/26/2021

CITY MANAGER - APPROVED - 4/26/2021

CITY CLERK - APPROVED - 4/28/2021

4/28/2021

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WITNESSETH:

WHEREAS, this Agreement is executed pursuant to G.S. 160A-274, which provides for the lease and joint use of governmental property;

WHEREAS, the County and the City desire to cooperatively provide recreational and park services, programs and facilities for the welfare and quality of life of their citizens;

WHEREAS, the County has developed an 8.23-acre public park near Pitts School Road Elementary and wishes to enter into this Agreement with the City to manage, operate, program, and maintain the park;

WHEREAS, the County and the City intend this Agreement to set forth certain responsibilities and obligations between the parties relating to the management, operations, programming, and maintenance of a public park in the County;

WHEREAS, the City and County both strive for efficient use of tax dollars and joint projects between the City and County reduce duplication of services and promote more effective use of public monies;

NOW THEREFORE, upon valuable consideration, the receipt of which is hereby acknowledged by each party and upon the premises contained here, the parties agree as follows:

ARTICLE I: PARK PROPERTY LEASE AND ASSETS

1.0 Park Property. The County owns 8.23 acres of land found next to Pitts School Road Elementary at 720 Pitts School Road SW, Concord, NC 28027. The County has developed this land to include public ballfields with supporting structures named Pitts School Fields, as shown in Exhibit A attached.

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1.2 Term. The term of the lease of the Park 50 years, beginning August 1, 2021 and ending on September 30, 2071 ("Term").

1.3 Annual Lease Payment. The City must pay an annual lease payment of one dollar (\$1.00) to the County to lease the Park from the County. The County may not require the City to pay any other fees to the County for the lease, operations, programming, or maintenance of the Park.

ARTICLE II: PARK DESIGN AND DEVELOPMENT

2.1 Initial Condition of the Park. The County must address any safety and repair concerns identified during a joint walkthrough with City and County staff that occurs prior to this

agreement becoming effective. The City is responsible for all other costs to maintain the Park and its facilities unless otherwise provided in this Agreement.

2.2 Future Development. The quality of the Park and its development shall continue as an ongoing project throughout the term of this Agreement and the City may develop additional recreational facilities within the Park later at its sole discretion. These improvements and all design construction costs will be at no cost to the County. Any alteration, addition or improvement will be completed in good and workmanlike manner in accordance with plans, specifications, and drawings and in compliance with all applicable laws, regulations, and codes. All fixed assets installed or located in the Park by the City remain the property of the County. Any Park facilities or other fixed assets constructed by the City during the term of the lease shall become property of the County and leased by the City at no additional cost.

ARTICLE III: PARK OPERATIONS

3.1 Park Management. During the term of the Agreement, the City shall manage, operate, program, and supervise use of the Park for the benefit of the public.

3.2 Park Operations. The City shall provide, promote, administer, and operate recreational facilities, programs, and services in the Park, consistent with other City parks and recreational facilities, inclusive of all operational hours. The City may, at its discretion and sole expense, choose to expand the hours and days of the operation of the Park, consistent with other parks in the City's park system.

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3.6 Field Sponsorships. The City may solicit and approve corporate sponsors for fields and facilities at the Park. All sponsors may display signage with sponsor name and logo, as approved by the City and Cabarrus County Schools. Any revenue derived from field or facility sponsorships belong to the City.

ARTICLE IV: PARK MAINTENANCE, REPAIRS AND USE OF FACILITY

4.1 Use of Property. The City will have the exclusive use of the Park, including all fields, common areas, concession facilities, and bathroom facilities in the Park. The City must use the Park in accordance with all applicable laws, rules, codes, regulations, and ordinances.

4.2 Maintenance Responsibilities. The City must maintain the Park as part of the City's park system and in a manner consistent with maintenance performed at other City park and recreational facilities. The City may contract for maintenance and grounds keeping services at the Park with a private contractor. The City will be solely responsible to repair and maintain and keep the Park in good order and condition in accordance with applicable ordinances, ordinary wear and tear, casualty loss and condemnation excepted.

4.3 Maintenance Schedule. The City must adopt a maintenance schedule for the Park consistent with maintenance schedules at other comparable City park and recreation facilities.

4.4 Repairs and Replacement of Facilities. The City shall be responsible for the general repairs, replacement and maintenance of all park facilities and improvements at the Park, including structural repairs to roofs, asphalt, fencing, buildings, etc.

ARTICLE V: DAMAGE OR DESTRUCTION AND MAJOR REPAIRS

5.1 Repair and Restoration. Notwithstanding paragraph 5.2, if at any time during the Term, the Park or any part of the Park is damaged or destroyed by fire or other occurrence of any kind or nature, ordinary or extraordinary, foreseen or unforeseen, the City must, with reasonable diligence, repair, alter, restore, replace, or rebuild the same as nearly as possible to its value, condition, and character immediately prior to such damage or destruction.

Notwithstanding the foregoing, if (i) the available insurance proceeds are insufficient to repair, alter, restore or rebuild the Park or any part thereof to as nearly as possible to its value, condition, character immediately prior to such damage or destruction, (ii) fire or other casualty renders the whole or any material part of the Park untenable or unusable for its intended purposes, and the City determines in its reasonable discretion, that it cannot make the Park tenable or usable for its intended purposes within one hundred eighty (180) days after the casualty, then the City may, in its sole discretion, terminate the Lease Agreement by providing thirty (30) days' prior notice of such election to terminate and giving the County all applicable insurance proceeds in the amounts required by the Agreement. Anything here to the contrary notwithstanding, the City must immediately secure the Park, undertake temporary repairs and work necessary to protect the public and to protect the Park from further damage.

5.2 Shared Responsibility. The County and the City shall share in equal portions the reasonable and necessary costs of significant repairs to or replacement of the Park's capital fixed infrastructure, such as the outdoor lighting system.

ARTICLE VII: MISCELLANEOUS

7.1 Indemnity and Insurance. The City and the County do hereby indemnify and hold harmless each other from any and all liabilities, losses, costs or expenses whatsoever (including without limitation, attorneys' fees and court costs) as they are incurred and finally awarded,

arising out of, attributable to or resulting from any claims by the other party, its agents, invitees, employees, or by any third parties, as a result of occurrences within the Park. The City shall maintain in force during the Term of the Lease Agreement, public liability insurance naming the County as an additional insured, with coverage in an amount of no less than \$1,000,000.00 per occurrence. Such policy shall have a provision that the policy cannot be canceled without thirty (30) days prior written notice to the County. A copy of said policy or endorsement and each renewal thereof during the Term of this Lease Agreement shall be delivered to the County.

7.2 Entry upon Abandonment. In the event the City at any time during the Term of this Lease Agreement abandons the Park or any part thereof, the County may, at County's option, retake possession of the Property.

73. Miscellaneous. Each Party to this Agreement further agrees as follows:

- i. Without further consideration, each party shall at any time, and from time to time, execute and deliver to any other party such further documents, and take such other action, as another party may reasonably request in order to effectuate the purposes of this Agreement.
- ii. All understandings and agreements heretofore had between the parties are merged in this Agreement and the related agreements, if any, executed in conjunction with this Agreement all of which together fully and completely express their agreement, and no representations or warranties have been made by any party to another party except as are herein expressly set forth or required pursuant to this Agreement and the related agreements, if any, executed in conjunction with this Agreement.
- iii. This Agreement may not be altered, changed, or amended except by an instrument in writing signed by both the City and the County. The parties hereto may amend the Exhibits attached hereto by mutual agreement as many times as needed by attaching an initialed Exhibit hereto with the same name as the Exhibit they are replacing but with a consecutive number added to the end of the Exhibit letter for each amendment (e.g. Exhibit A-1, followed by Exhibit A-2).
- iv. The headings in this Agreement are for purposes of reference only and shall not limit or otherwise affect any of the terms hereof.
- v. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns.
- vi. If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal or unenforceable, such provision shall be automatically reformed and construed as to be valid, operative and enforceable to the maximum extent permitted by law or equity while preserving its original intent. The invalidity of any part of this Agreement shall not make invalid the rest of the Agreement.

vii. The execution and delivery of this Agreement and the performance of the obligations hereunder have been duly authorized by all requisite actions required by law of each party.

viii. Any correspondence relating to Pitts School Fields should be sent to the following Address:

City of Concord
Director of Parks and Recreation
P.O. Box 308
Concord, NC 28026

IN WITNESS WHEREOF, the Cabarrus County Commissioners and the Concord City Council have approved this Agreement and caused it to be executed and attested by their duly authorized officials.

COUNTY OF CABARRUS

By: _____

ATTEST:

CLERK

[SEAL]


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

Cabarrus County Finance Director

CITY OF CONCORD

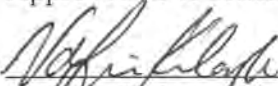
By: 

ATTEST: .

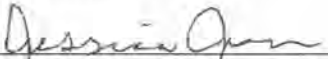

CLERK
[SEAL]



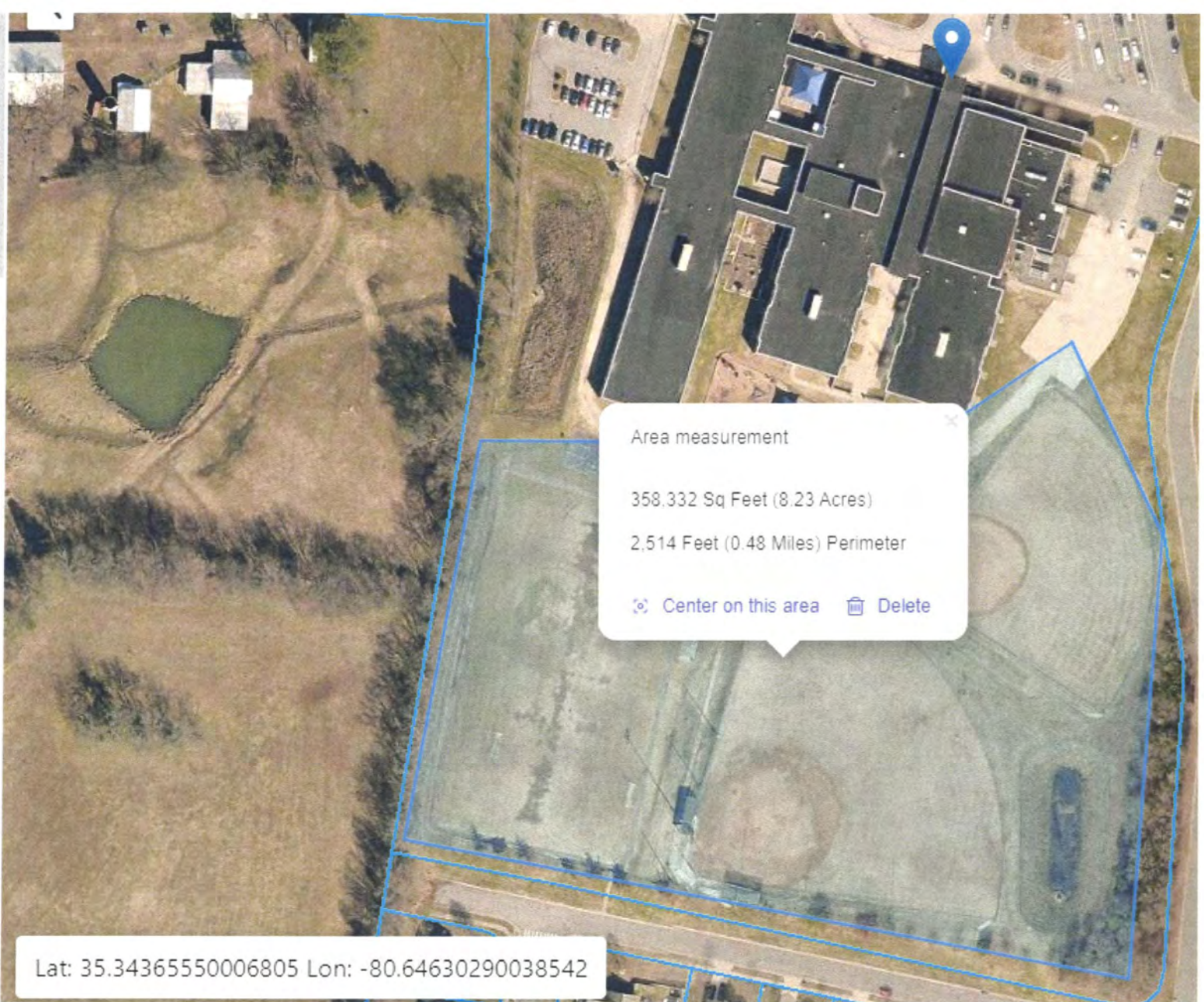
Approved as to form:


Valerie Kolczynski, City Attorney

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



City of Concord Finance Director



Pitts

Londa Strong

From: Londa Strong
Sent: Wednesday, March 10, 2021 10:11 AM
To: Londa Strong
Subject: Sent from Snipping Tool



WINECOFF

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**June 7, 2021
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Board of Elections - ADA Voting Equipment

BRIEF SUMMARY:

The final recommendation by the Board of Elections for the purchase of ADA voting equipment is attached. Due to time constraints, staff is requesting approval at the work session.

REQUESTED ACTION:

Motion to suspend the Rules of Procedure.

Motion to approve the recommendation as presented.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Carol Soles, Board of Elections Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

▣ final recommendation



Martin Ericson – Chairman
Lanny Lancaster – Secretary
Sophia Wilkerson – Member
Jay White – Member
Joanna Dudley – Member

Carol Link Soles, Director

Cabarrus County Board of Elections

Final Recommendation of ES&S Voting System 5.2.4.0

WHEREAS, Cabarrus County purchased Automark accessible voting machines in 2006; and

WHEREAS, Cabarrus County purchased DS200 voting tabulators in 2017 but did not purchase the updated ExpressVote accessible machine. Both the tabulator and accessible machine are a part of ES&S EVS 5.2.4.0 Voting System; and

WHEREAS, Cabarrus County currently uses ES&S Unity 3.4.1.1 Voting System; and

WHEREAS, North Carolina General Statute 163-165.8 authorizes the Board of County Commissioners, with the approval of the County Board of Elections, to adopt and acquire a voting system of a type, make, and model certified by the NC State Board of Elections; and

WHEREAS, on August 23, 2019 the North Carolina State Board of Elections certified ES&S EVS 5.2.2.0 for use in North Carolina and the system was modified to EVS 5.2.4.0 on December 13, 2019; and

WHEREAS, North Carolina State Board of Elections Numbered Memo 2021-01 outlines the requirements for the adoption and acquisition of a certified voting system as follows:

- *County Board of Elections must witness a public Demonstration of proposed voting system
- *County Board of Elections must provide a preliminary recommendation to the County Board of Commissioners as to which type of voting system should be acquired by the county
- *County Board of Elections must test the proposed voting system in an election or in a simulated Election event
- *NC State Board of Elections must approve the County Board of Elections request to replace the current voting system
- *County Board of Elections must make a final recommendation to the Board of Commissioners

NOW, THEREFORE, BE IT RESOLVED that the Cabarrus County Board of Elections hereby provides final recommendation for the adoption and acquisition of ES&S Voting System 5.2.4.0.

This is the 17th day of May 2021.

Martin W. Ericson, Jr. Chair

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**June 7, 2021
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

BOC - Appointments to Boards and Committees

BRIEF SUMMARY:

The following appointment to Boards and Committees are recommended for June:

Appointments - Board of Equalization and Review

Mr. Glen Tucker currently serves as a member and Mr. William Ferriss currently serves as an alternate member of the Cabarrus County Board of Equalization and Review. Each have terms expiring June 30, 2021. Mr. Tucker has served on the Board since his initial term in 2011, so an exception to the "length of service" provision of the appointment policy will be needed for his approval.

Representative recommendations are Glen Tucker and William Ferriss.

Appointments - Centralina Workforce Development Board

The terms on the Centralina Workforce Development Board for members Dr. Carol Spalding, Education representative, and Beatriz Rodriguez, Private Sector representative, end June 30, 2021. Both are recommended to be appointed to serve another term. Dr. Spalding resides in Rowan County and Ms. Rodriguez resides in Gaston County. An exception to the residency provision of the Appointment Policy will be needed for them.

Representative recommendations are Dr. Carol Spalding and Beatriz Rodriguez.

Appointments - Harrisburg Fire Advisory Board

The term of appointment for Harrisburg Fire Advisory Board member Matt Stiene ends July 1, 2021. Mr. Stiene would like to serve another term.

Additionally, an application to serve on the Harrisburg Fire Advisory Board was received from Kenny Long. It is requested to appoint Mr. Long to the vacant position on the Advisory Board.

Representative recommendations are Matt Stiene and Kenny Long.

Appointments - Human Services Advisory Board

An application to serve on the Human Services Advisory Board is on file from Angel Lugo. A letter of recommendation for Ms. Lugo to be appointed to fill the vacancy from Bobby Connor's resignation is included in the Agenda.

Representative recommendation is Angel Lugo.

Appointments - Jury Commission

Dianne Berry's term on the Jury Commission ends June 30, 2021. Ms. Berry would like to serve another term.

Representative recommendation is Dianne Berry.

Appointments - Rowan-Cabarrus Community College Board of Trustees

Cynthia Mynatt and Commissioner Steve Morris currently serve on the Rowan-Cabarrus Community College Board of Trustees and have terms ending June 30, 2021. A letter of recommendation regarding the appointments is included in the agenda. Ms. Mynatt has served on this Board since 2005. An exception to the length of service provision of the Appointment Policy will be needed for her.

Representative recommendations are Cynthia Mynatt and Commissioner Steve Morris.

Appointments - Water and Sewer Authority of Cabarrus County

The terms on the Water and Sewer Authority of Cabarrus County (WSACC) for Jonathan Marshall and Commissioner Shue end June 30, 2021. A letter from the WSACC Chairman, Steve Sciascia, is attached in this regard. Mr. Marshall has served on the Authority since 2012 and also resides in Mecklenburg County. An exception to the length of service and residency provisions of the Appointment Policy will be needed for him.

Representative recommendations are Jonathan Marshall and Commissioner Lynn Shue.

Appointments and Removals - Cabarrus County Planning and Zoning Commission

Mr. Jerry Wood, Jr. resigned his position on the Planning and Zoning Commission effective March 11, 2021. Staff respectfully requests that Mr. Wood be removed from the roster as an At-large representative and thanked for his service to the community.

Staff also respectfully requests that Mr. Adam Dagenhart be moved from the Midland Area position to the At-large position to complete the term vacated by Mr. Wood, which expires on

August 31, 2021. Staff also requests that, at that the same time, Mr. Dagenhart be appointed to a three-year term, making the expiration date for the At-large position August 31, 2024. Mr. Dagenhart will be representing the Eastern Area.

Representative recommendation is Adam Dagenhart.

Appointments and Removals - Juvenile Crime Prevention Council

The terms for the following Juvenile Crime Prevention Council members end June 30, 2021: Baylee Barkley (Student under 18), Heather Mobley (Juvenile Defense Attorney), Judge Nathaniel Knust (Chief District Court Judge), Carolyn Carpenter (Representative United Way/Other Non-Profit), and Connie Philbeck (At-large).

At the Council's May meeting, the following were recommended to be reappointed to serve another term: Baylee Barkley (Student under 18), Heather Mobley (Juvenile Defense Attorney), Carolyn Carpenter (Representative United Way/Other Non-Profit), and Connie Philbeck (At-large). Judge Steve Grossman is recommended to be appointed to the Chief District Court Judge position. An exception to the length of service provision of the Appointment Policy will be needed for Ms. Carpenter and Ms. Philbeck and an exception to the residency provision of the Appointment Policy will be needed for Ms. Mobley.

Representative recommendations are Baylee Barkley, Heather Mobley, Carolyn Carpenter, Connie Philbeck and Judge Steve Grossman.

Appointments and Removals - Public Health Authority of Cabarrus County

The terms for the following members on the Public Health Authority end June 30, 2021: Tom Kincaid (Public Member), Mark Spitzer (Public Member) and James Mack, Jr. (Public Member). Mr. Spitzer and Mr. Mack would like to serve another term. Mr. Kincaid is not interested in serving another term at this time. Mr. Spitzer resides in Rowan County. An exception to the residency provision of the Appointment Policy will be needed for him. Mr. Mack has served on the Authority since 2012. An exception to the length of service provision of the Appointment Policy will be needed for him.

Additionally, Dr. Chip Buckwell (Leadership Representative, Kannapolis City Schools) will be retiring as Superintendent in June and will not be eligible to serve on the Board after June 30, 2021.

The Authority's Nominating Committee has interviewed applicants for the upcoming vacancies and is recommending Daryle Adams to be appointed to complete Dr. Buckwell's unexpired term and Cecilia Plez to be appointed to fill Mr. Kincaid's position. Letters regarding the Authority's recommendations for these appointments and reappointments for Mr. Spitzer and Mr. Mack are included in the agenda.

A copy of the Authority's By-Laws which lists the representation and field of expertise required for each Public Health Authority Board seat is also included in the agenda.

Representative recommendations are Mark Spitzer, James Mack, Jr., Daryle Adams and Cecilia Plez.

Appointments and Removals - Tourism Authority of Cabarrus County

The Cabarrus County Tourism Authority has 4 seats that need to be appointed for the term commencing July 1, 2021 and ending on June 30, 2024. The nominating group and their nominees are as follows:

- Cabarrus County - Seat # 4 Commissioner Diane Honeycutt*
- Cabarrus County Tourism Authority - Seat #5 Terry Crawford*
- Cabarrus Regional Chamber of Commerce - Seat # 6 Owen Parker*
- Cabarrus County Tourism Authority - Seat # 11 Vinay Patel^

*Reappointment

^An exception to the residency provision of the Appointment Policy will be needed.

Representative recommendations are Diane Honeycutt, Terry Crawford, Owen Parker and Vinay Patel.

Appointments and Removals - Transportation Advisory Board

The following Transportation Advisory Board members have terms that end June 30, 2021: Larry Bonds (Citizen Advocate/Retired), Art Whittaker (County Schools), Mitchell Burris (Law Enforcement), Aurora Swain (Hispanic Community), Anthony Hodges (Human Services Aging), Skip Kraft (Vocational / Sheltered Workshops), Ann Benfield (Head Start), and Sharon Corpening (Social Work / Blind). Mr. Whitaker, Mr. Burris, Mr. Hodges, Mr. Kraft and Ms. Benfield would like to serve another term. An exception to the length of service provision of the Appointment Policy will be needed for Mr. Whitaker, Mr. Burris, Mr. Kraft and Ms. Benfield. An exception to the residency provision of the Appointment Policy will be needed for Mr. Whittaker, Mr. Hodges and Mr. Kraft. An exception to the service on multiple boards provision of the Appointment Policy will be needed for Mr. Hodges and Ms. Benfield.

Mr. Bonds and Ms. Swain do not wish to serve another term at this time and Ms. Corpening retired from her position with the County and no longer serves on this Board. It is requested to remove them from the roster.

Representative recommendations are Art Whittaker, Mitchell Burris, Anthony Hodges, Skip Kraft, and Ann Benfield.

REQUESTED ACTION:

Provide information.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Lauren Linker, Clerk to the Board

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**June 7, 2021
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

BOC - NACo Voting Credentials - 2021 Annual Conference

BRIEF SUMMARY:

The National Association of Counties, NACo, will hold their 2021 Annual Conference in Prince George's County, Maryland on July 9 - 12, 2021, in-person and virtual. In order to participate in the Association's annual election of officers, a voting delegate must be registered by July 9, 2021 at 5 p.m.

REQUESTED ACTION:

Motion to designate a voting delegate and an alternate delegate to represent Cabarrus County at the NACo Annual Conference in July.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Lauren Linker, Clerk to the Board

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**June 7, 2021
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

County Manager - Duke Energy Easement at J.M. Robinson High School

BRIEF SUMMARY:

Duke Energy has requested a small easement at a power pole in front of J.M. Robinson High School. The pole needs some additional support for a service being extended to development across Pitts School Road. The County is the property owner and Duke Energy is modifying the easement document to reflect that.

REQUESTED ACTION:

Motion to approve the easement between Cabarrus County and Duke Energy; and authorize the County Manager to execute the easement on behalf of Cabarrus County, subject to review or revisions by the County Attorney.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Jonathan B. Marshall, Deputy County Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ easement document
- ▣ map of proposed improvement
- ▣ easement proposal

Prepared by: Duke Energy Carolinas, LLC
Return to: Duke Energy Carolinas, LLC
Attn: Branch, Chris
2818 S. Main St
Concord, NC 28027

Parcel # 55094057000000

EASEMENT

State of North Carolina

County of Cabarrus

THIS EASEMENT ("**Easement**") is made this ____ day of _____, 20____, from **CABARRUS COUNTY BOARD OF EDUCATION**, ("**Grantor**", whether one or more), to **DUKE ENERGY CAROLINAS, LLC**, a North Carolina limited liability company ("**Grantee**").

Grantor, for and in consideration of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto Grantee a perpetual and non-exclusive easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove electric and communication lines including, but not limited to, all necessary supporting structures, and all other appurtenant apparatus and equipment for the transmission and distribution of electrical energy, and for technological purposes related to the operation of the electric facilities and for the communication purposes of Incumbent Local Exchange Carriers (collectively, "**Facilities**"). Grantor is the owner of that certain property described in that instrument recorded in Deed Book 2493, Page 268, Cabarrus County Register of Deeds ("**Property**"). The Facilities may be both overhead and underground and located in, upon, over, along, under, through, and across a portion of the Property within an easement area described as follows: A strip of land thirty feet (30') in uniform width for the overhead portion of said Facilities and a strip of land twenty feet (20') in uniform width for the underground portion of said Facilities, lying equidistant on both sides of a centerline, which centerline shall be established by the center of the Facilities as installed, along with an area ten feet (10') wide on all sides of the foundation of any Grantee enclosure/transformer, vault and/or manhole, (hereinafter referred to as the "**Easement Area**").

The rights granted herein include, but are not limited to, the following:

For Grantee's Internal Use:
Work Order #: 40369241

1. Grantee shall have the right of ingress and egress over the Easement Area, Property, and any adjoining lands now owned or hereinafter acquired by Grantor (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).
2. Grantee shall have the right to trim, cut down, and remove from the Easement Area, at any time or times and using safe and generally accepted arboricultural practices, trees, limbs, undergrowth, other vegetation, and obstructions.
3. Grantee shall have the right to trim, cut down, and remove from the Property, at any time or times and using safe and generally accepted arboricultural practices, dead, diseased, weak, dying, or leaning trees or limbs, which, in the opinion of Grantee, might fall upon the Easement Area or interfere with the safe and reliable operation of the Facilities.
4. Grantee shall have the right to install necessary guy wires and anchors extending beyond the boundaries of the Easement Area.
5. Grantee shall have the right to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening, or alterations.
6. Grantor shall not place, or permit the placement of, any structures, improvements, facilities, or obstructions, within or adjacent to the Easement Area, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such structure, improvement, facility, or obstruction at the expense of Grantor.
7. Excluding the removal of vegetation, structures, improvements, facilities, and obstructions as provided herein, Grantee shall promptly repair or cause to be repaired any physical damage to the surface area of the Easement Area and Property resulting from the exercise of the rights granted herein to Grantee. Such repair shall be to a condition which is reasonably close to the condition prior to the damage, and shall only be to the extent such damage was caused by Grantee or its contractors or employees.
8. The rights granted in this Easement include the right to install Facilities wherever needed on the Property to serve future development on the Property and adjoining lands. Portions of the Facilities may be installed immediately and other portions may be installed in the future as the need develops. Facilities installed in the future shall be installed at locations mutually agreeable to the parties hereto if they are to be located outside of the Easement Area. Upon any future installations of Facilities at mutually agreed locations, the Easement Area shall be deemed to include such future locations.
9. All other rights and privileges reasonably necessary, in Grantee's sole discretion, for the safe, reliable, and efficient installation, operation, and maintenance of the Facilities.

The terms Grantor and Grantee shall include the respective heirs, successors, and assigns of Grantor and Grantee. The failure of Grantee to exercise or continue to exercise or enforce any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time, or from time to time, to exercise any and all such rights.

TO HAVE AND TO HOLD said rights, privilege, and easement unto Grantee, its successors, licensees, and assigns, forever. Grantor warrants and covenants that Grantor has the full right and authority to convey to Grantee this perpetual Easement, and that Grantee shall have quiet and peaceful possession, use and enjoyment of the same.

IN WITNESS WHEREOF, Grantor has signed this Easement under seal effective this ____ day of _____, 20____.

CABARRUS COUNTY BOARD OF EDUCATION

Holly Grimsley, Board Chair (SEAL)

STATE OF _____

COUNTY OF _____

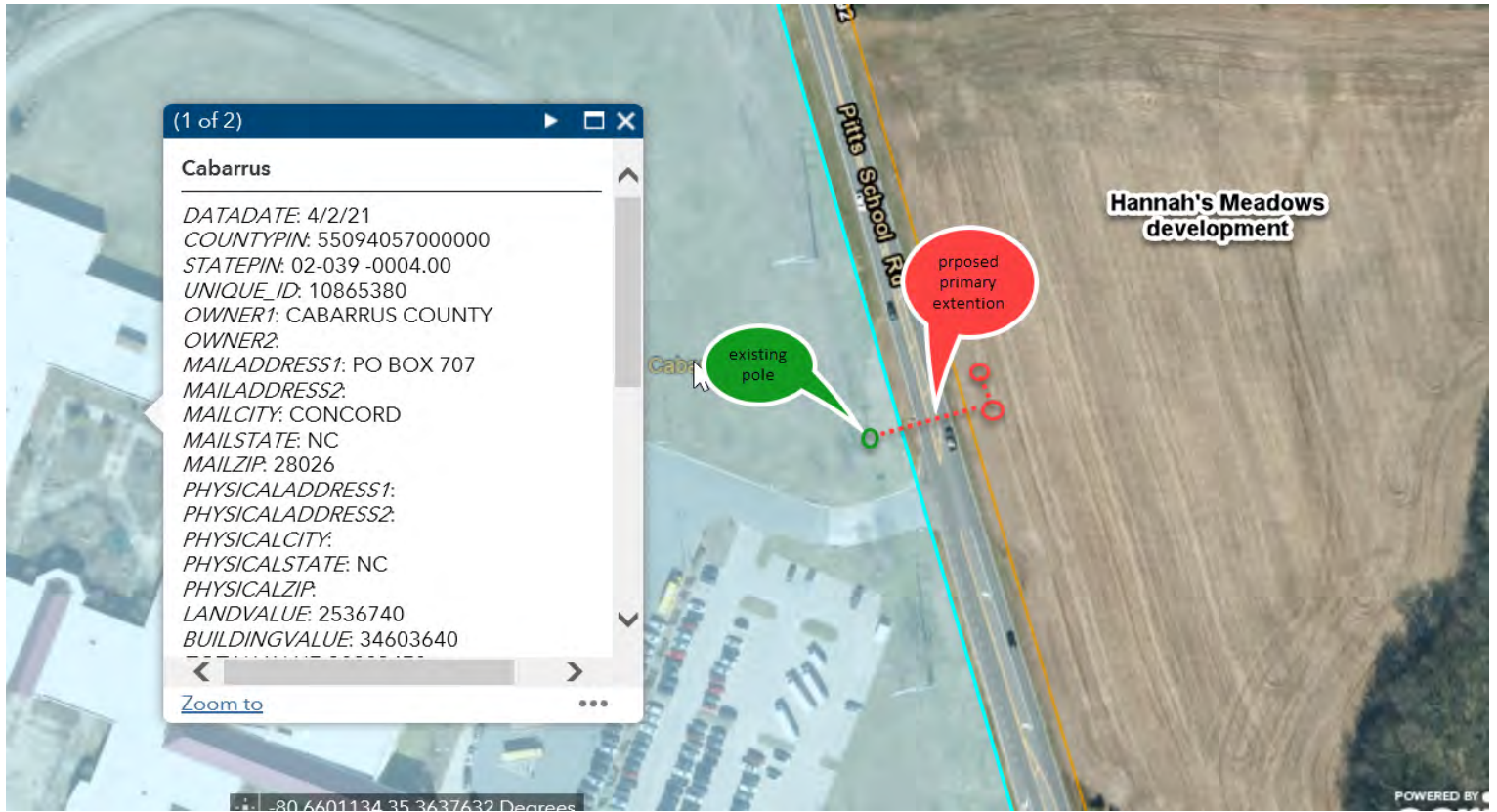
I, _____, a Notary Public of _____ County, State of _____, certify that Holly Grimsley, as Board Chair of CABARRUS COUNTY BOARD OF EDUCATION, personally appeared before me this day and acknowledged the due execution of the foregoing EASEMENT.

Witness my hand and notarial seal, this ____ day of _____, 20____.



Notary Public: _____

Commission expires: _____



CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**June 7, 2021
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

County Manager - Easements for Building Adjacent to County Parking Garage

BRIEF SUMMARY:

The mixed use building (Novi Flats) that will be constructed next to the County Parking Deck needs at least two easements from the County. A water meter easement and a generator easement are both attached for Board consideration. County staff coordinated with the Novi Flats construction team on both of these easements. There will likely be a third request for an access easement to permit direct access from the top floor of the parking deck to the mixed use building. That will be presented at a later meeting.

REQUESTED ACTION:

Motion to approve the easements between Cabarrus County, the City of Concord and Novi Flats LLC; and authorize the County Manager to execute the easements on behalf of Cabarrus County, subject to review or revisions by the County Attorney.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Jonathan B. Marshall, Deputy County Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ Water Meter Easement
- ▣ Generator Easement

Drawn By:

Drew Melville, Esquire
Melville Law, P.A.

Return to: City of Concord, ROD Box

STATE OF NORTH CAROLINA

COUNTY OF CABARRUS

PIN #

Grant of Permanent Easement to
CITY OF CONCORD

The undersigned Grantor, CABARRUS COUNTY, NORTH CAROLINA, a public body corporate and politic, in consideration of payment to the Grantor of the sum of One Dollar, (\$1.00), the receipt and sufficiency of which is hereby acknowledged, does/do hereby grant, bargain, sell and release unto the City of Concord, a North Carolina municipal corporation ("Grantee"), its successors, assigns and licenses, the right, privilege, and easement to enter and re-enter at any time and to install, dig, build, erect, maintain, repair, rebuild, operate, and patrol one or more public utilities, over ground or underground, including but not limited to sanitary sewer and water infrastructure, underground pipes, other utility lines, any and all related fixtures or appurtenances; the right to clear the easement area and keep it clear of brushes, trees, buildings, obstructions, and fire hazards; and the right to remove trees, if any, located beyond the limits of the easement area, but also which interfere with the utility easements or the easement area; the above described rights being incident to performance by the Grantee of its functions as a municipality or as the operator of a public utilities system, or the performance by any contractor, agent or licensee of the Grantee of any public utilities functions, the premises to be affected hereby being more particularly described as follows:

A variable width permanent utility easement area (the "Easement Area") as depicted and legally described on Exhibit "A" attached and incorporated into this easement.

The Grantor, by the execution of this instrument acknowledges the plans for the above referenced project as it affects the remaining property have been fully explained to Grantor or Grantor's authorized representative(s), and does hereby release the Grantee, its successors, and assigns from any and all claims for damages resulting from the construction of said project or from the past, present or future use of the Easement Area for any purpose for which the said Grantee is authorized by law to subject the same.

Together with any and all rights normally incident thereto, and particularly the right of ingress and egress to the Easement Area from time to time as necessary for construction, reconstruction, enlargement and/or maintenance related to the utility infrastructure located within the Easement Area.

To have and to hold the same unto the City of Concord, its successors and assigns forever.

This agreement shall not be interpreted to impose any duty on the City of Concord, its successors and assigns to install any utilities by any particular date or within any particular time frame.

This property right may be assigned by the Grantee, or its successors.

The Grantor shall have the right to use the above-described easement area for purposes not inconsistent with Grantees' full enjoyment of the rights hereby granted, provided that the Grantor shall not erect or construct any

building or other structure thereon; maintain or permit any underground or over ground system of piping, poles or wiring within such strip; make any use of the facilities installed, buried, erected, or constructed thereon; or drill or operate any well or septic system within such strip, without the express written permission of the Grantee.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed in its name by its proper officers thereunto duly authorized on the day and year first above written.

GRANTOR:

CABARRUS COUNTY, NORTH CAROLINA
[SEAL]

Name:

Title:

ATTEST:

Name:

Approved as to form:

Name:

STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

I, _____, a Notary Public of the State and County aforesaid, certify that _____ personally came before me this day and acknowledged under seal that she is _____ of the Cabarrus County, and that by authority duly given and as the act of the Council, the foregoing instrument was signed in its name by its _____, sealed with its corporate seal and attested by herself as its _____.

WITNESS my hand and official seal, this ____ day of _____, 2020.

Notary Public
My commission expires:

IN WITNESS WHEREOF these presents have been duly executed under seal by the Grantor on this _____ day of _____, 2021.

GRANTEE

By:

: _____, President

By: _____, Vice President

By: _____, Secretary

STATE OF NORTH CAROLINA
COUNTY OF _____

CORPORATE NOTARY

I, _____, a Notary Public of the County of _____, State of North Carolina, certify that _____, _____, and _____, (Names of Signatories) personally came before me this day and acknowledged that they are the _____ (Titles) of _____ (Grantor), a North Carolina Corporation, and that by the authority duly given and as the act of such entity, they signed the foregoing instrument in its name and on its behalf as its act and deed.

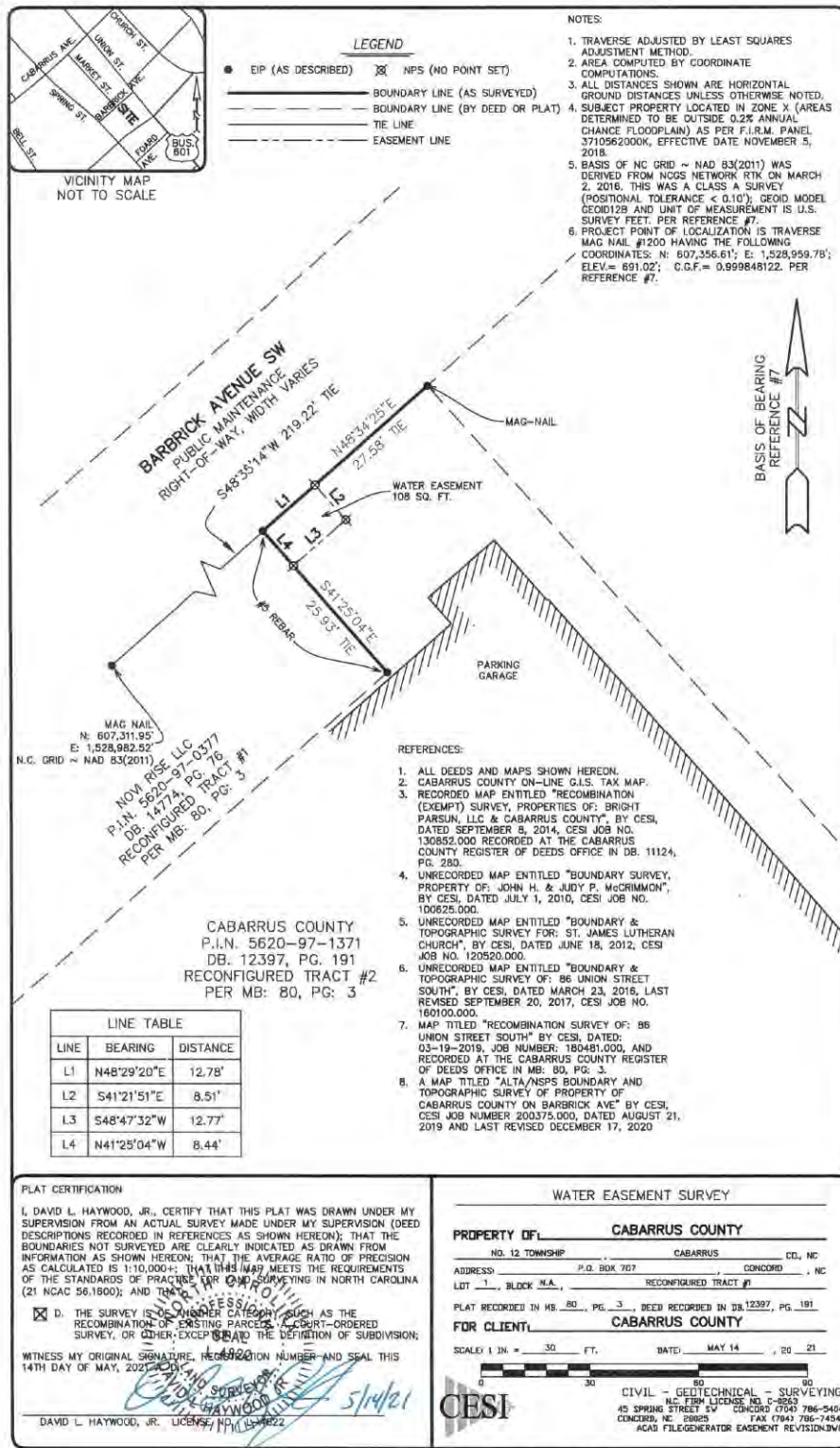
Witness my hand and notary seal or stamp, this the _____ Day of _____, 2015.

[SEAL]

Notary Public

My Commission Expires: _____

EXHIBIT "A" - EASEMENT AREA



LEGAL DESCRIPTION

WATER EASEMENT

ALL OF THAT REAL PROPERTY IN #12 TOWNSHIP, CITY OF CONCORD, CABARRUS COUNTY, NORTH CAROLINA, BEING A PORTION OF DEED BOOK 12397 PAGE 191, LYING SOUTH OF BARBRICK AVENUE SW AND NORTH OF SPRING ST. SW, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A MAG NAIL IN SIDEWALK AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF BARBRICK AVENUE SW, AND THE NORTHEASTERLY LINE OF SPRING STREET SW, AND ALSO BEING THE MOST WESTERLY CORNER OF TRACT #1 (MB: 80, PG: 3; CABARRUS COUNTY REGISTER OF DEEDS); HAVING A NC GRID-NAD 83 (2011) COORDINATES OF N= 607,311.95 FEET, E= 1,528,982.52 FEET, THENCE N 48° 35' 14" E 219.22 FEET, TO A NUMBER 5 REBAR, BEING THE **TRUE POINT OF BEGINNING**;

THENCE N 48° 29' 20" E, AND PARALLEL WITH THE NORTHERN MOST LINE OF DEED BOOK 12397 PAGE 191, AND SHOWN AS THE RECONFIGURED TRACT #2 IN A MAP RECORDED WITH THE CABARRUS COUNTY REGISTER OF DEEDS IN MAP BOOK 80 PAGE 03, A DISTANCE OF 12.78 FEET, TO A COMPUTED POINT;

THENCE THE FOLLOWING TWO CALLS: (1) S 41° 21' 51" E 8.51 FEET, TO A COMPUTED POINT; (2) S48°47'32"W 12.77 FEET, TO A COMPUTED POINT ON LINE WITH DEED BOOK 12397 PAGE 191, BEING N41°25'04W 25.93 FEET FROM A NUMBER 5 REBAR;

THENCE N 41° 25' 04" W, ALONG THE LINE OF SAID DEED BOOK 12397 PAGE 191, A DISTANCE OF 8.44 FEET, TO THE **TRUE POINT OF BEGINNING**.

THE ABOVE DESCRIBED EASEMENT CONTAINS 108 SQUARE FEET.



Record and Return To:
Drew Melville, Esquire
Melville Law, P.A.
101 NE 3rd Avenue Suite 1500
Fort Lauderdale, Florida 33301

ELECTRIC GENERATOR EASEMENT

THIS ELECTRIC GENERATOR EASEMENT (the “Easement”) is granted as of the ____ day of May 2021, (the “Effective Date”) by and between the CABARRUS COUNTY, NORTH CAROLINA, a public body corporate and politic (“Grantor”), and NOVI FLATS, LLC, a North Carolina limited liability company (“Grantee”).

RECITALS:

A. Grantor owns, maintains and operates a parking deck at Corban Ave SW and Spring St SW in the City of Concord (the “City”) Cabarrus County, North Carolina as labeled and depicted on Exhibit "A" attached and incorporated into this Easement (the “County Property”).

B. City and Grantee’s Manager entity Concord Master Venture, LLC, a Florida limited liability company, entered into that certain Amended and Restated Master Development Agreement dated September 22, 2020, as may be amended from time to time (the “MDA”), under which Grantee is constructing a mixed-use development project (the “Project”) on adjacent property that Grantee owns, as further labeled on Exhibit “A” attached and incorporated into this Easement and more particularly described on Exhibit “B” attached and incorporated into this Agreement (the “Project Property”).

C. Grantee has requested, and Grantor, through this Easement is granting, a perpetual, non-exclusive, above and underground easement under and through that certain area within the County Property depicted and labeled as the “Generator Easement” on Exhibit “A” and more particularly described on Exhibit “C” attached and incorporated into this Easement, for the purposes of constructing, installing, maintaining and repairing the Project’s electric generator and related improvements (the “Generator Improvements”).

NOW THEREFORE, in consideration of the payment of Ten Dollars (\$10.00) and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, Grantor does hereby grant and convey unto Grantee, a perpetual, non-exclusive, above and underground easement under and through the Generator Easement for the purposes outlined in Recital C above and Section 2 below.

1. Recitals. Grantor and Grantee hereby mutually acknowledge that the foregoing recitals are true and correct and mutually agree that those recitals are incorporated into this Easement.

2. Creation of Easement and Related Rights. Grantor, as the owner of the County Property, hereby grants and conveys to Grantee, for the benefit of the Project Property and as a burden on County Property, the following non-exclusive, perpetual easements, rights and interests:

(i) A perpetual, non-exclusive above and underground easement under and through the Generator Easement for the purposes of constructing, installing, maintaining and repairing the Generator Improvements; and

(ii) A perpetual, non-exclusive easement of ingress, egress and access to and across the entirety of the Generator Easement as may be reasonably necessary or convenient for the full use and enjoyment by Grantee of its easements, rights and interests granted under this Easement, including without limitation the right to bring equipment, persons and materials into the Easement Area.

(iii) A perpetual, non-exclusive above ground easement of access to and from the Generator Easement and the Generator Improvements through and across the 0.022-acre "Access Easement" as depicted on Exhibit "A" (iv) A temporary, non-exclusive, above and underground easement for construction of the Generator Improvements through and across the 0.021 acre "Construction Easement" as depicted on Exhibit "A".

(v) A perpetual, non-exclusive underground easement across 10' of the Construction Easement, with the exact area to be determined during construction of the Generator Improvements, to house the electrical connection to the Generator Improvements.

3. Construction of Grantee's Facilities; Payment. The parties anticipate that Grantee will construct, install and maintain the Generator Improvements. The Generator Improvements constructed by Grantee shall be constructed at Grantee's sole cost and expense in accordance with plans and specifications reviewed and approved in writing by Grantor (the "Generator Improvements Plans and Specifications"). Grantee will submit the Generator Improvements Plans and Specifications to Grantor in advance and Grantor must approve the Generator Improvements Plans and Specifications prior to work commencing on the Generator Improvements. Grantor agrees that it will not unreasonably withhold, condition or delay its approval of the Generator Improvements Plans and Specifications. Grantee shall construct the Generator Improvements in a good and workmanlike manner in accordance with the Generator Plans and Specifications and all applicable governmental permits, regulations and requirements.

Prior to commencing construction of the Generator Improvements, Grantee shall comply with the insurance requirements provided in section 5 below. Promptly after completion of construction, Grantee shall deliver to Grantor (i) a certification from the engineer of record stating that the Generator Improvements are substantially complete in accordance with the Generator Plans and Specifications and have been inspected and approved by all applicable governmental authorities, (ii) Grantee's affidavit stating that all persons in privity of contract with Grantee providing labor, services or material in connection with the Generator Improvements work have

been paid in full, (iii) a contractor's final payment from Grantee's general contractor, prepared in accordance with section North Carolina law, stating that all work to be performed under the applicable construction contract has been fully completed and that all lienors under that contract have been paid in full except as otherwise listed in the affidavit, (iv) a final waiver and release of lien from each subcontractor, laborer or materialman listed as unpaid in the contractor's final payment affidavit, previously filing a claim of lien with respect to County Property or any portion of County Property, or serving a notice to owner form upon Grantor, waiving and releasing any lien or claim against County Property or any portion of County Property for any and all work, labor or materials furnished in connection with the Generator Improvements, and (v) a copy of the as-built plans for the Generator Improvements.

Prior to commencing construction of the Generator Improvements, Grantee will place or cause to be placed all necessary barricades, signage and other temporary safety improvements in or on the Generator Easement and the Project Property.

Prior to commencing construction of the Generator Improvements, Grantee will locate any and all utility facilities located within the Generator Easement (the "Utilities"). Grantee shall not move, disturb or damage any Utilities and will not cause any interruption of services provided by the Utilities.

Upon completion of the Generator Improvements, Grantee will restore the sidewalk and County Property to the condition in which it existed prior to Grantee commencing construction of the Generator Improvements.

4. Maintenance. Grantee shall be responsible for maintaining the foundations in the Generator Easement in a first-class manner; including the timely performance of all necessary maintenance, repairs and replacement. Notwithstanding any other provision of this Easement, in no event shall Grantor have any obligation to pay any part of the cost of maintenance, repair and replacement, and neither County Property nor any portion of County Property shall be subject to any claim, lien or encumbrance in connection with Grantee's activities under this Easement.

5. Insurance. Prior to the commencement of construction of any improvements upon the Easement Area or any portion of the Generator Easement and continuing throughout the term of this Easement, Grantee shall obtain and maintain at its sole cost and expense comprehensive public liability insurance, issued by a company qualified to do business in the State of North Carolina, with coverage in an amount of not less than \$1,000,000.00 for each occurrence, injury or death (or both) to any one person and \$1,000,000.00 in aggregate for injury or death (or both) to any number of persons in any one accident, and property damage insurance in an amount of \$500,000.00. The public liability policy shall name Grantor as additional insured, and copies of the insurance policies or certificates shall be delivered to Grantor if Grantor requests those insurance policies or certificates in writing.

7. Non-Exclusive Easement; County's Reservation of Rights. This Easement is not-exclusive, and Grantor reserves unto itself and its assigns and successors in interest or title (or both) the right to utilize the Generator Easement for any purpose whatsoever provided that use is in recognition of, and not in derogation of, the rights granted by Grantor under this Easement.

Grantor and Grantee each agree to utilize the rights granted and reserved under this Easement with due regard to the rights of the other party to use and enjoy the Generator Easement . Grantee further acknowledges that the Utilities may have to be moved or maintained from time to time by the various service providers who may control the Utilities from time to time. Grantee further agrees that it will construct the Generator Improvements and operate the Project in such a way as to hinder neither (i) ADA-compliant access by the public to the County Property nor (ii) access rights of adjoining property owners.

8. Indemnification. Grantee hereby agrees to indemnify, save harmless and defend Grantor from and against any and all loss, cost, damage or expense caused to or suffered by Grantor, including costs and reasonable attorney's fees incurred at or before the trial level in any appellate proceedings, and including any costs incurred as a result of damage to the Utilities, arising from the gross negligence or willful misconduct of Grantee, or any agent, employee, independent contractor or invitee of Grantee, in connection with Grantee's utilization of the rights and easements granted under this Easement.

9. Covenants Running with the Land. The rights, agreements, duties, obligations and easements set forth in this Easement shall run with the land and shall be binding upon and benefit the parties to this Easement and their respective successors, assigns, legal representatives and successors-in-title. Any transferee of any portion of the Project Property shall automatically be deemed, by acceptance of the title to the Project Property, to have assumed all obligations of this Easement to the extent of its interest in the Project Property.

10. Limitation of Liability. In no event shall either Grantor or Grantee be responsible for any special damages, consequential damages, exemplary damages, bad faith damages or punitive damages arising from the rights and obligations granted under this Easement.

11. Notices. Unless specifically provided otherwise by this Easement, any notice, demand, request, consent, approval or communication which a signatory party is required to or may give to another signatory party under this Easement shall be in writing and shall be delivered or addressed to the other at the address below set forth or to such other address as that party may from time to time direct by written notice given in the manner prescribed in this Easement. Such notice or communication shall be deemed to have been given or made when communicated by personal delivery or by independent courier service or by facsimile or by email with a hard copy to be delivered by independent courier service by the next business day. The parties shall make reasonable inquiry to determine whether the names or titles of the persons listed in this Easement should be substituted with the name of the listed person's successor.

All notices, demands, requests, consents, approvals or communications to County addressed to:

With a copy to: County Attorney

Cabarrus County

Attn:

All notices, demands, requests, consents, approvals or communications to Developer shall be addressed to:

Lansing Melbourne Group, LLC
2420 East Sunrise Boulevard, #90
Fort Lauderdale, Florida 33304
Attn: Peter Flotz

With a copy to: Mr. Kent Gregory
3 E. Gordon St.
Savannah, GA 31401

With a copy to: Drew Melville, Esquire
Melville Law, P.A.
101 NE 3rd Avenue, Suite 1500
Fort Lauderdale, Florida 33301

12. Miscellaneous.

(a) Attorneys' Fees. In connection with any litigation, including appellate proceedings, arising out of or under this Easement, the prevailing party in that litigation shall be entitled to recover that prevailing party's out-of-pocket costs and reasonable attorneys' fees.

(b) Venue. The venue of any litigation arising out of this Easement shall be Cabarrus County, North Carolina.

(c) Exhibits. The exhibits attached to this Easement and referred to in this Easement are incorporated into and made a part of this Easement for all purposes.

(d) Paragraph Headings. The paragraph headings in this Easement are inserted for convenience of reference only and shall not be deemed to be a part of this Easement; the paragraph headings shall be ignored in construing and interpreting this Easement.

(e) Singular and Plural Usages. Whenever used in this Easement, the singular number includes the plural, the plural the singular, and the use of any gender includes all genders.

(f) Construction of Easement. The fact that one of the parties to this Easement may be deemed to have drafted or structured any provision of this Easement shall not be

considered in construing or interpreting any particular provision of this Easement, either in favor of or against that party.

(g) Successors and Assigns. The terms and provisions of this Easement shall bind, and inure to the benefit of, the parties to this Easement and their respective heirs, legal representatives, successors and assigns.

(h) Entire Agreement. This Easement (and all exhibits to this Easement) constitutes the entire understanding and agreement between the parties to this Easement with respect to the subject matter of this Easement and supersedes any and all prior or contemporaneous agreements, whether written or oral. No covenants, agreements, terms, provisions, undertakings, statements, representations or warranties, whether written or oral, made or executed by any party or any employee or agent of any party to this Easement, shall be binding upon that party unless specifically set forth in this Easement.

(i) Severability. This Easement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Easement, or the application of any provision of this Easement, to any person or circumstance shall for any reason and to any extent be invalid or unenforceable, then the remainder of this Easement and the application of that provision to other persons or circumstances shall not be affected by any invalidity or unenforceability, but rather shall be enforced to the maximum extent possible.

(j) Modification and Waiver. This Easement may not be changed, amended or modified in any respect whatsoever, nor may any covenant, agreement, condition, requirement, provision, warranty or obligation contained in this Easement be waived, except in writing signed by both parties, or their successors in interest or assigns, as applicable.

(k) Governing Law. This Easement and the interpretation and enforcement of this Easement shall be governed by and construed in accordance with the laws of the State of North Carolina.

(l) Time is of the Essence. Time is of the essence of every provision of this Easement.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed in its name by its proper officers thereunto duly authorized on the day and year first above written.

GRANTOR:

CABARRUS COUNTY, NORTH CAROLINA
[SEAL]

Name:
Title:

ATTEST:

Name:

Approved as to form:

Name:

STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

I, _____, a Notary Public of the State and County aforesaid, certify that _____ personally came before me this day and acknowledged under seal that she is _____ of the Cabarrus County, and that by authority duly given and as the act of the Council, the foregoing instrument was signed in its name by its _____, sealed with its corporate seal and attested by herself as its _____.

WITNESS my hand and official seal, this _____ day of _____, 2020.

Notary Public
My commission expires:

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

GRANTEE:

Signed, sealed and delivered

NOVI FLATS, LLC, a North Carolina limited liability company

By:

CONCORD MASTER VENTURE, LLC, a Florida limited liability company, Its Manager

in the presence of:

Print Name: _____

By: _____
Peter Flotz, Manager

Print Name: _____

STATE OF _____ }

COUNTY OF _____ }

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by Peter Flotz, as Manager of CONCORD MASTER VENTURE, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me and who did not take an oath.

NOTARY PUBLIC

Printed name of Notary Public

(SEAL)

[END OF SIGNATURES]

EXHIBIT "A"

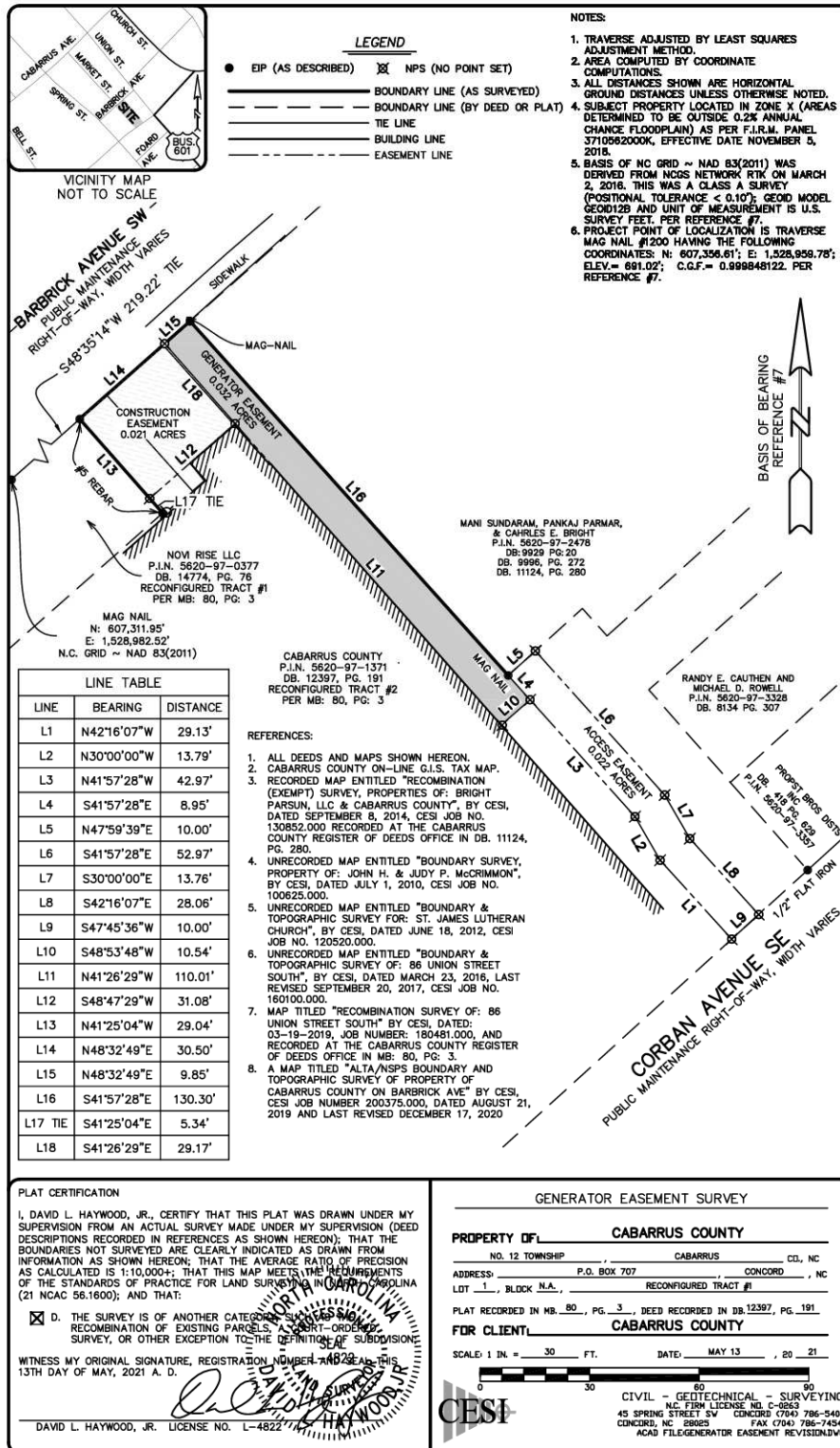


EXHIBIT "B"
LEGAL DESCRIPTION
PROJECT PROPERTY

CABARRUS COUNTY PIN: 5620-97-0377

ALL OF THAT REAL PROPERTY IN #12 TOWNSHIP, CITY OF CONCORD, CABARRUS COUNTY, NORTH CAROLINA, BEING A PORTION OF DEED BOOK 663 PAGE 133, LYING SOUTH OF BARBRICK AVENUE SW AND NORTH OF SPRING ST SW, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A MAG NAIL IN SIDEWALK AT THE SOUTHWESTERN CORNER OF TRACT #1 (MB: 80 PG: 3; CABARRUS COUNTY REGISTER OF DEEDS); HAVING A NC GRID~NAD 83 (2011) COORDINATES OF N= 607,311.95 FEET, E= 1,528,982.52 FEET, THE **TRUE POINT OF BEGINNING**:

THENCE N 48° 32' 49" E, WITH THE RIGHT OF WAY LINE OF BARBRICK AVENUE A DISTANCE OF 219.20 FEET, TO A #5 REBAR, BEING A CORNER OF CABARRUS COUNTY (TRACT 2, DB. 663, PG. 133);

THENCE ALONG SAID CABARRUS COUNTY TRACT 2 FOR TWO COURSES AND DISTANCES AS FOLLOWS:

1. S 41° 25' 04" E 34.38 FEET TO THE SET #5 REBAR,
2. S 48° 34' 56" W, 218.53 FEET WITH THE NORTHWESTERN LINE OF SAID CABARRUS COUNTY TO A MAG NAIL IN SIDEWALK, BEING ON THE NORTHERN RIGHT OF WAY FOR SPRING ST SW.

THENCE WITH SAID SPRING ST SW RIGHT OF WAY N 42° 32' 00" W, 34.25 FEET TO A MAG NAIL IN SIDEWALK BEING THE **TRUE POINT OF BEGINNING**, CONTAINING 0.172 AC.

EXHIBIT "C"
LEGAL DESCRIPTION - EASEMENT AREAS

GENERATOR EASEMENT

ALL OF THAT REAL PROPERTY IN #12 TOWNSHIP, CITY OF CONCORD, CABARRUS COUNTY, NORTH CAROLINA, BEING A PORTION OF DEED BOOK 12397, PAGE 191, LYING SOUTH OF BARBRICK AVENUE SW AND WEST OF CORBAN AVE SE, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A MAG NAIL IN SIDEWALK AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF BARBRICK AVENUE SW, AND THE NORTHEASTERLY LINE OF SPRING STREET SW, AND ALSO BEING THE MOST WESTERLY CORNER OF TRACT #1 (MB: 80, PG: 3; CABARRUS COUNTY REGISTER OF DEEDS); HAVING A NC GRID~NAD 83 (2011) COORDINATES OF N= 607,311.95 FEET, E= 1,528,982.52 FEET,

THENCE N48°35'14"E 219.22' TO AN EXISTING #5 REBAR AND THEN N48°32'49"E TO A COMPUTED POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE FROM THE TRUE POINT OF BEGINNING N48°32'49"E 9.85' TO AN EXISTING MAG NAIL;

THENCE S41°57'28"E (PASSING AN EXISTING MAG NAIL AT A DISTANCE OF 130.30') FOR A TOTAL DISTANCE OF 139.25' TO A COMPUTED POINT;

THENCE S48°53'48"W 10.54' TO A COMPUTED POINT;

THENCE N41°26'29"W 139.18' TO THE **TRUE POINT OF BEGINNING**.

THE ABOVE-DESCRIBED LOT CONTAINS 0.032 ACRES.

CONSTRUCTION EASEMENT

ALL OF THAT REAL PROPERTY IN #12 TOWNSHIP, CITY OF CONCORD, CABARRUS COUNTY, NORTH CAROLINA, BEING A PORTION OF DEED BOOK 12397, PAGE 191, LYING SOUTH OF BARBRICK AVENUE SW AND WEST OF CORBAN AVE SE, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A MAG NAIL IN SIDEWALK AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF BARBRICK AVENUE SW, AND THE NORTHEASTERLY LINE OF SPRING STREET SW, AND ALSO BEING THE MOST WESTERLY CORNER OF TRACT #1 (MB: 80, PG: 3; CABARRUS COUNTY REGISTER OF DEEDS); HAVING A NC GRID~NAD 83 (2011) COORDINATES OF N= 607,311.95 FEET, E= 1,528,982.52 FEET,

THENCE N48°35'14"E 219.22' TO AN EXISTING #5 REBAR BEING THE NORTHERNMOST CORNER OF NOVI RISE (DB. 14774, PG. 76) AND ON THE SOUTHERN RIGHT OF WAY FOR BARBRICK AVE SW, ALSO BEING THE **POINT OF BEGINNING**.

THENCE WITH SAID BARBRICK AVE N48°32'49"E 30.50' TO A COMPUTED POINT;

THENCE S41°26'29"E 29.17' TO A COMPUTED POINT;

THENCE S48°47'29"W 31.08' TO A COMPUTED POINT;

THENCE N41°25'04"W 29.04' TO THE **POINT OF BEGINNING.**

THE ABOVE-DESCRIBED CONTAINS 0.021 ACRES.

ACCESS EASEMENT

ALL OF THAT REAL PROPERTY IN #12 TOWNSHIP, CITY OF CONCORD, CABARRUS COUNTY, NORTH CAROLINA, BEING A PORTION OF DEED BOOK 12397, PAGE 191, LYING SOUTH OF BARBRICK AVENUE SW AND WEST OF CORBAN AVE SE, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A MAG NAIL IN SIDEWALK AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF BARBRICK AVENUE SW, AND THE NORTHEASTERLY LINE OF SPRING STREET SW, AND ALSO BEING THE MOST WESTERLY CORNER OF TRACT #1 (MB: 80, PG: 3; CABARRUS COUNTY REGISTER OF DEEDS); HAVING A NC GRID~NAD 83 (2011) COORDINATES OF N= 607,311.95 FEET, E= 1,528,982.52 FEET,

THENCE N48°35'14"E 219.22' TO AN EXISTING #5 REBAR; THENCE N48°32'49"E 40.35' TO A COMPUTED POINT; THENCE S41°51'28"E 130.30' TO AN EXISTING MAG NAIL BEING THE **POINT OF BEGINNING.**

THENCE FROM THE POINT OF BEGINNING N47°59'39"E 10.00' TO A COMPUTED POINT; THENCE ACROSS THE LAND OF SAID CABARRUS COUNTY THREE COURSES AS DISTANCES AS FOLLOWS:

1. S41°57'28"E 52.97' TO A COMPUTED POINT;
2. S30°00'00"E 13.76' TO A COMPUTED POINT;
3. S42°16'07"E 28.06' TO A COMPUTED POINT, BEING ON THE NORTHERN RIGHT OF WAY OF CORBAN AVE SE;

THENCE WITH SAID CORBAN AVE S47°45'36"W 10.00' TO A COMPUTED POINT;

THENCE ACROSS THE LAND OF SAID CABARRUS COUNTY THREE COURSES AND DISTANCES AS FOLLOWS:

1. N42°16'07"W 29.13' TO A COMPUTED POINT;
2. N30°00'00"W 13.79' TO A COMPUTED POINT;
3. N41°57'28"W 51.92' TO THE **POINT OF BEGINNING.**

THE ABOVE-DESCRIBED CONTAINS 0.022 ACRES.

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**June 7, 2021
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

DHS - FY22 HCCBG Funding Plan

BRIEF SUMMARY:

The FY21 Home and Community Care Block Grant (HCCBG) funding plan is attached for review and approval by the Board of Commissioners. The plan has been prepared, reviewed, and approved by the HCCBG Advisory Committee. The Department of Human Services serves as the lead agency for the Home and Community Care Block Grant. The lead agency's primary role is to organize the committee, develop the funding plan for the grant and seek approval from the Board of Commissioners for the funding plan.

The Home and Community Care Block Grant serves citizens ages 60 and older and promotes health and well-being services for qualified recipients. The grant is administered by the N.C. Division of Aging and Adult Services (DAAS). The grant provides local flexibility in that the advisory committee and the Board of Commissioners can set priorities for services the grant will fund.

REQUESTED ACTION:

Motion to approve the FY21 Home and Community Care Block Grant (HCCBG) funding plan as submitted by the HCCBG Advisory Committee.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Anthony Hodges, HCCBG Lead Agency Representative

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ Funding Plan

Home and Community Care Block Grant for Older Adults

County Funding Plan

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

County: Cabarrus

July 1, 2021 through June 30, 2022

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

Cabarrus DHS

(Name of Agency/Office with lead responsibility)

Karen B. Calhoun

Authorized Signature

6/1/2021

Date

Karen B. Calhoun, DHS Director

(Type name and title of signatory agent)

Home and Community Care Block Grant for Older Adults

County

Cabarrus

County Funding Plan

July 1, 2021 through June 30, 2022

County Services Summary

Services	A				B	C	D	E	F	G	H	I
	Block Grant Funding				Required Local Match	Net Service Cost	USDA Subsidy	Total Funding	Projected HCCBG Units	Projected Reimbursement Rate	Projected HCCBG Clients	Projected Total Units
	Access	In-Home	Other	Total								
DHS-Adult Day Care	\$ -	\$ 10,382	\$ -	\$ 10,382	\$ 1,154	\$ 11,536	\$ -	\$ 11,536	334	\$ 34.5851	3	335
DHS-Adult Day Health	\$ -	\$ 137,206	\$ -	\$ 137,206	\$ 15,245	\$ 152,451	\$ -	\$ 152,451	3,704	\$ 41.1565	28	3,706
DHS-Congregate Nutrition	\$ -	\$ -	\$ 105,966	\$ 105,966	\$ 11,774	\$ 117,740	\$ 35,952	\$ 153,692	10,439	\$ 11.2790	300	44,940
DHS-In-Home Aide-Level II - PC	\$ -	\$ 63,490	\$ -	\$ 63,490	\$ 7,054	\$ 70,544	\$ -	\$ 70,544	3,878	\$ 18.1914	12	3,882
DHS-In-Home Aide-Level III - PC	\$ -	\$ 136,597	\$ -	\$ 136,597	\$ 15,177	\$ 151,774	\$ -	\$ 151,774	7,270	\$ 20.8762	22	7,275
DHS-Transportation (General)	\$ 90,198	\$ -	\$ -	\$ 90,198	\$ 10,022	\$ 100,220	\$ -	\$ 100,220	5,567	\$ 18.0018	75	5,595
DHS-Transportation (Medical)	\$ 111,183	\$ -	\$ -	\$ 111,183	\$ 12,354	\$ 123,537	\$ -	\$ 123,537	6,861	\$ 18.0066	4500	120,750
DOC-Housing & Home Imprvmt	\$ -	\$ -	\$ 50,862	\$ 50,862	\$ 5,651	\$ 56,513	\$ -	\$ 56,513	-	\$ -	-	-
ALP-Senior Cntr Operation	\$ -	\$ -	\$ 100,973	\$ 100,973	\$ 11,219	\$ 112,192	\$ -	\$ 112,192	-	\$ -	-	-
MOW-HDM- NSIP only	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 44,000	\$ 44,000	-	\$ 6.4000	75	55,000
MOW-Home Delivered Meals	\$ -	\$ 91,390	\$ -	\$ 91,390	\$ 10,154	\$ 101,544	\$ 60,000	\$ 161,544	16,792	\$ 6.0473	238	75,000
Total	\$ 201,381	\$ 439,065	\$ 257,801	\$ 898,247	\$ 99,804	\$ 998,051	\$ 139,952	\$ 1,138,003	54,844		5,253	316,483

Signature, Chairman, Board of Commissioners

Date

State Fiscal Year:

Provider Name:

Address Line 1:

Address Line 2:

County:

Area Agency on Aging:

Please Select Services to Be Delivered		Federal/State	Local Match	
Adult Day Care		\$ 10,382	\$ 1,154	<<--Local Match will need to be broken out by source (Cash/In-Kind) on 732A Svc Cost Computation Form
Adult Day Health		\$ 137,206	\$ 15,246	<<--Local Match will need to be broken out by source (Cash/In-Kind) on 732A Svc Cost Computation Form
Congregate Nutrition		\$ 105,966	\$ 11,774	<<--Local Match will need to be broken out by source (Cash/In-Kind) on 732A Svc Cost Computation Form
In-Home Aide-Level II - Personal Care		\$ 63,490	\$ 7,055	<<--Local Match will need to be broken out by source (Cash/In-Kind) on 732A Svc Cost Computation Form
In-Home Aide-Level III - Personal Care		\$ 136,597	\$ 15,178	<<--Local Match will need to be broken out by source (Cash/In-Kind) on 732A Svc Cost Computation Form
REQUIRES INPUT TO POPULATE WORKBOOK-->			\$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->			\$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->			\$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->			\$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->			\$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->			\$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->			\$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->			\$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->			\$ -	

Comparison of Fed/State Funding and Rates vs. Prior Year						
Service	Prior Yr. Funding	Prior Year Rate	Current Yr Funding	Current Year Rate	Funding Diff.	Rate Diff.
Adult Day Care			\$ 10,382	34.5851	\$ 10,382	\$ 34.5851
Adult Day Health			\$ 137,206	41.1565	\$ 137,206	\$ 41.1565
Congregate Nutrition			\$ 105,966	11.2790	\$ 105,966	\$ 11.2790
In-Home Aide-Level II - Personal Care			\$ 63,490	18.1914	\$ 63,490	\$ 18.1914
In-Home Aide-Level III - Personal Care			\$ 136,597	20.8762	\$ 136,597	\$ 20.8762
				0.0000	\$ -	\$ -
				0.0000	\$ -	\$ -
				0.0000	\$ -	\$ -
				0.0000	\$ -	\$ -
				0.0000	\$ -	\$ -
				0.0000	\$ -	\$ -
				0.0000	\$ -	\$ -
				0.0000	\$ -	\$ -
				0.0000	\$ -	\$ -

NC DIVISION OF AGING AND ADULT SERVICES COST OF SERVICES - LABOR DISTRIBUTION SCHEDULE DAAS-732A1

AGENCY NAME: Cabarrus County DHS
State Fiscal Year: SFY 2021-2022

Fiscal Period: July 2021 through June 2022[illegible]

North Carolina Division of Aging and Adult Services
Service Cost Computation Worksheet

DAAS-732A

Provider: Cabarrus County DHS
County: Cabarrus
Budget Period: July 2021 through June 2022

		Service	Service	Service	Service	Service	Service
	Grand Total	Adult Day Care 030	Adult Day Health 155	Congregate Nutrition 180	In-Home Aide-Level II - Personal Care 042	In-Home Aide-Level III - Personal Care 045	0 #N/A
I. Projected Revenues							
A. Fed/State Funding From the Div. of Aging & Adult Svcs.	\$ 453,641	\$ 10,382	\$ 137,206	\$ 105,966	\$ 63,490	\$ 136,597	\$ -
Required Minimum Match - Cash							
1)	\$ 50,404	\$ 1,154	\$ 15,245	\$ 11,774	\$ 7,054	\$ 15,177	
2)	\$ -						
3)	\$ -						
Total Required Minimum Match - Cash	\$ 50,404	\$ 1,154	\$ 15,245	\$ 11,774	\$ 7,054	\$ 15,177	\$ -
Required Minimum Match - In-Kind							
1)	\$ -						
2)	\$ -						
3)	\$ -						
Total Required Minimum Match - In-Kind	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B. Total Required Minimum Match (cash + in-kind)	\$ 50,404	\$ 1,154	\$ 15,245	\$ 11,774	\$ 7,054	\$ 15,177	\$ -
C. Subtotal, Fed/State/Required Match Revenues	\$ 504,045	\$ 11,536	\$ 152,451	\$ 117,740	\$ 70,544	\$ 151,774	\$ -
D. NSIP Cash Subsidy/Commodity Valuation	\$ 35,952	\$ -	\$ -	\$ 35,952	\$ -	\$ -	\$ -
E. OAA Title V Worker Wages, Fringe Benefits and Costs	\$ -						
Local Cash, Non-Match							
1) County General Fund	\$ 365,138			\$ 365,138			
2)	\$ -						
3)	\$ -						
4)	\$ -						
F. Subtotal, Local Cash, Non-Match	\$ 365,138	\$ -	\$ -	\$ 365,138	\$ -	\$ -	\$ -
Other Revenues, Non-Match							
1) Donations	\$ 4,100	\$ 25	\$ 25	\$ 4,000	\$ 25	\$ 25	
2)	\$ -						
3)	\$ -						
G. Subtotal, Other Revenues, Non-Match	\$ 4,100	\$ 25	\$ 25	\$ 4,000	\$ 25	\$ 25	\$ -
Local In-Kind Resources (Includes Volunteer Resources)							
1)	\$ -						
2)	\$ -						
3)	\$ -						
H. Subtotal, Local In-kind Resources, Non-Match	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
I. Client Cost Sharing	\$ 20,200	\$ 25	\$ 50	\$ 20,000	\$ 50	\$ 75	
J. Total Projected Revenues (Sum I,C,D,E,F,G,H, & I)	\$ 929,435	\$ 11,586	\$ 152,526	\$ 542,830	\$ 70,619	\$ 151,874	\$ -

II. Line Item Expenses

A. Subtotal, Staff Salary

D. OAA Title V Worker Wages, Fringe Benefits and Costs

3 Total Proj. Expenses After Admin. Distribution

Page 75

III. Computation of Rates

A. Computation of Unit Cost Rate:

1. Total Expenses (equals line II.J)
2. Total Projected Units
3. Total Unit Cost Rate

B. Computation of Reimbursement Rate:

1. Total Revenues (equals line I.J)
2. Less: NSIP (equals line I.D)
 - Title V (equals line I.E less II.D)
 - Non Match In-Kind (equals line I.H less II.C)
3. Revenues Subject to Unit Reimbursement
4. Total Projected Units (equals line III.A.2)
5. Total Reimbursement Rate

C. Units Reimbursed Through HCCBG

D. Units Reimbursed Through Program Income*

E. Units Reimbursed Through Remaining Revenues

F. Total Units Reimbursed/Total Projected Units

Grand Total	Service Adult Day Care 030	Service Adult Day Health 155	Service Congregate Nutrition 180	Service Home Aide-Level II - Personal Care Aide-Level III - Personal Care 042	Service 045	Service 0
#N/A						
\$ 929,435	\$ 11,586	\$ 152,526	\$ 542,830	\$ 70,619	\$ 151,874	\$ -
335	335	3,706	44,940	3,882	7,275	-
\$ 34.5851	\$ 41.1565	\$ 12.0790	\$ 18.1914	\$ 20.8762	\$ -	-
\$ 929,435	\$ 11,586	\$ 152,526	\$ 542,830	\$ 70,619	\$ 151,874	\$ -
\$ 35,952	\$ -	\$ -	\$ 35,952	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 893,483	\$ 11,586	\$ 152,526	\$ 506,878	\$ 70,619	\$ 151,874	\$ -
335	335	3,706	44,940	3,882	7,275	-
\$ 34.5851	\$ 41.1565	\$ 11.2790	\$ 18.1914	\$ 20.8762	\$ -	-
334	3,704	10,439	3,878	7,270	-	-
1	1	1,773	3	4	-	-
1	1	32,728	1	1	-	-
335	3,706	44,940	3,882	7,275	-	-

* The Division of Aging ARMS deducts reported program income from reimbursement paid to providers. Line III.D indicates the number of units that will have to be produced in addition to those stated on line III.C in order to earn the net revenues stated on line I.C.

Certification:

I certify to the best of my knowledge and belief that the information included in the cost computation above is accurate and complies with all laws and regulations. I also understand that material deviations in reported cost information could limit funding, and also result in return of funds if the error or omission results in a higher than actual reported cost.

Karen B. Calhoun

Authorized Signature

DHS Director

Title

6/1/2021

Date

Information on this form (DAAS-732A) corresponds with information stated on the Provider Services Summary (DAAS-732) as follows:

DAAS-732A	DAAS-732
Block Grant Funding	Line I.A
Required Local Match-Cash & In-Kind	Line I.B
Net Service Cost	Line I.C
NSIP Subsidy	Line I.D
Total Funding	Line I.E
Projected HCCBG Reimbursed Units	Line III.C
Total Reimbursement Rate	Line III.B.5
Projected Total Service Units	Line III.F

Cabarrus County DHS 1303 S. Cannon Blvd Kannapolis, NC 28083		Home and Community Care Block Grant for Older Adults County Funding Plan Provider Services Summary										DAAS-732 County: Cabarrus Budget Period: July 2021 through June 2022 Revision #: _____ Date: _____			
--	--	--	--	--	--	--	--	--	--	--	--	---	--	--	--

Services	Serv. Delivery (Check One)		A Block Grant Funding				B Required Local Match	C Net Service Cost	D NSIP Subsidy	E Total Funding	F Projected HCCBG Units	G Projected Reimburse Rate*	H Projected HCCBG Clients	I Projected Total Units
	Direct	Purchase	Access	In-Home	Other	Total								
Adult Day Care		X	\$ -	\$ 10,382	\$ -	\$ 10,382	\$ 1,154	\$ 11,536	\$ -	\$ 11,536	334	\$ 34.5851	3	335
Adult Day Health		X	\$ -	\$ 137,206	\$ -	\$ 137,206	\$ 15,245	\$ 152,451	\$ -	\$ 152,451	3,704	\$ 41.1565	28	3,706
Congregate Nutrition		X	\$ -	\$ -	\$ 105,966	\$ 105,966	\$ 11,774	\$ 117,740	\$ 35,952	\$ 153,692	10,439	\$ 11.2790	300	44,940
In-Home Aide-Level II - Personal Care		X	\$ -	\$ 63,490	\$ -	\$ 63,490	\$ 7,054	\$ 70,544	\$ -	\$ 70,544	3,878	\$ 18.1914	12	3,882
In-Home Aide-Level III - Personal Care		X	\$ -	\$ 136,597	\$ -	\$ 136,597	\$ 15,177	\$ 151,774	\$ -	\$ 151,774	7,270	\$ 20.8762	22	7,275
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
Total			\$ -	\$ 347,675	\$ 105,966	\$ 453,641	\$ 50,404	\$ 504,045	\$ 35,952	\$ 539,997	25,625		365	60,138

<p>*Adult Day Care & Adult Day Health Care Proj. Service Cost/Rate</p> <table style="width:100%;"> <tr> <td></td> <td style="text-align: center;">ADC</td> <td style="text-align: center;">ADHC</td> </tr> <tr> <td>Daily Care</td> <td style="text-align: center;">\$33.07</td> <td style="text-align: center;">\$ 40.00</td> </tr> <tr> <td>Administrative</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> <tr> <td>Proj. Reimbursement Rate</td> <td style="text-align: center;">\$33.07</td> <td style="text-align: center;">\$ 40.00</td> </tr> <tr> <td>Administrative %</td> <td style="text-align: center;">0.00%</td> <td style="text-align: center;">0.00%</td> </tr> </table>		ADC	ADHC	Daily Care	\$33.07	\$ 40.00	Administrative	_____	_____	Proj. Reimbursement Rate	\$33.07	\$ 40.00	Administrative %	0.00%	0.00%	<p>Certification of required minimum local match availability. Required local match will be expended simultaneously with Block Grant Funding.</p>	<div style="text-align: right;"> Authorized Signature, Title Community Service Provider </div> <div style="text-align: right;"> 6/1/2021 Date </div>
	ADC	ADHC															
Daily Care	\$33.07	\$ 40.00															
Administrative	_____	_____															
Proj. Reimbursement Rate	\$33.07	\$ 40.00															
Administrative %	0.00%	0.00%															
Signature, County Finance Officer	Date	Signature, Chairman, Board of Commissioners															
		Date															

**Home and Community Care Block Grant for Older Adults
Outreach Methodology**

July 2021 through June 2022

Methodology to Address Service Needs of Low Income (Including Low-Income Minority Elderly), Rural Elderly and Elderly with Limited English Proficiency (Older Americans Act, Section 305(a)(2)(E))

Community Service Provider: Cabarrus County DHS
County: Cabarrus

The Older Americans Act requires that the service provider attempt to provide services to low-income minority individuals in accordance to their need for aging services. The community service provider shall specify how the service needs of low income, low-income (including low income minority elderly), rural elderly and elderly with limited English proficiency will be met through the services identified on the Provider Services Summary (DAAS-732). This narrative shall address outreach and service delivery methodologies that will ensure that this target population is adequately served and conform with specific objectives established by the Area Agency on Aging, for providing services to low income minority individuals. Additional pages may be used as necessary.

The Cabarrus County Department of Human Services' goal is to increase participation in services and programs by low income elderly and elderly with limited English proficiency in the community. DHS provides assistance to all individuals living within the county's boundaries who request services, regardless of location within the county. The type and extent of services receive are based on clients' needs and availability of funding. Outreach by the agency has been accomplished by brochures, community forums, word of mouth, and contacts with community partners. Outreach is ongoing. Requests from clients who meet the need for HCCBG services will continue to be accepted. If services are full, new clients will be added as existing clients leave the program or experience a decrease of units needed or additional funds are secured. As a agency with multiple funding sources, assessments will be made with each case t be sure the most appropriate funding is used to best meet the needs of the clients and that the Older Americans Act funds are for the target population groups.

July 2021 through June 2022

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

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

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

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

10.

Providers of In-Home Aide, Home Health, Housing and Home Improvement, and Adult Day Care or Adult Day Health Care shall sign and return the attached assurance to the area agency on aging indicating that recipients of these services have been informed of their client rights, as required in Section 314 of the 2006 Amendments to the Older Americans Act.

11. Subcontracting – All HCCBG community service providers must assure that subcontractors (for-profit and non-profit entities only) meet the following requirements:

- a. The subcontractor has not been suspended or debarred. (N.C.G.S. §143C-6-23, 09 NCAC 03M)
- b. The subcontractor has not been barred from doing business at the federal level.
- c. The subcontractor is able to produce a notarized "State Grant Certification of No Overdue Tax Debts."
- d. All licenses, permits, bonds and insurance necessary for carrying out Home and Community Care Block Grant services will be maintained by both the community service provider and any subcontractors.
- e. The subcontractor is registered as a charitable, tax-exempt (501c3) organization with the Internal Revenue Service (non-profit subcontractors only).

12. Confidentiality and Security. Per the requirements in 10A NCAC 05J and Section 6 of the Home and Community Care Block Grant Procedures Manual, client information in any format and whether recorded or not shall be kept confidential and not disclosed in a form that identifies the person without the informed consent of the person or legal representative. Community service providers, including subcontractors and vendors, must adhere to all applicable federal, state and departmental requirements for protecting the security and confidentiality of client information including but not limited to appropriately restricting access, establishing procedures to reduce the risk of accidental disclosures from data processing systems, and developing a process by which the Division of Adult Aging Services is notified of suspected or confirmed security incidents and data breaches.

13.

Record Retention and Disposition. All community service providers are responsible for maintaining custody of records and documentation to support the allowable expenditure of funds, service provision, and the reimbursement of services. Service providers must adhere to the approved record retention and disposition schedule posted semiannually on the website of the NC Department of Health and Human Services Controller at <http://www.ncdhhs.gov/control/retention/retention.htm>

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

Karen B. Calhoun

(Authorized Signature)

6/1/2021

(Date)

**Standard Assurance To Comply with Older Americans Act
Requirements Regarding Clients Rights
For
Agencies Providing In-Home Services through the
Home and Community Care Block Grant for Older Adults**

As a provider of one or more of the services listed below, our agency agrees to notify all Home and Community Care Block Grant clients receiving any of the below listed services provided by this agency of their rights as a service recipient. Services in this assurance include:

- In-Home Aide
- Home Care (home health)
- Housing and Home Improvement
- Adult Day Care or Adult Day Health Care

Notification will include, at a minimum, an oral review of the information outlined below as well as providing each service recipient with a copy of the information in written form. In addition, providers of in-home services will establish a procedure to document that client rights information has been discussed with in-home services clients (e.g. copy of signed Client Bill of Rights statement).

Clients Rights information to be communicated to service recipients will include, at a minimum, the right to:

- be fully informed, in advance, about each in-home service to be provided and any change and any change in service(s) that may affect the wellbeing of the participant;
- participate in planning and changing any in-home service provided unless the client is adjudicated incompetent;
- voice a grievance with respect to service that is or fails to be provided, without discrimination or reprisal as a result of voicing a grievance;
- confidentiality of records relating to the individual;
- have property treated with respect; and
- be fully informed both orally and in writing, in advance of receiving an in-home service, of the individual's rights and obligations.

Client Rights will be distributed to, and discussed with, each new client receiving one or more of the above listed services prior to the onset of service. For all existing clients, the above information will be provided no later than the next regularly scheduled service reassessment.

Agency Name: Cabarrus County DHS

Name of Agency Administrator: Karen B. Calhoun

Signature: Karen B. Calhoun

(Please return this form to your Area Agency on Aging and retain a copy for your files.)

CLIENT/PATIENT RIGHTS

1. You have the right to be fully informed of all your rights and responsibilities as a client of the program.
2. You have the right to appropriate and professional care relating to your needs.
3. You have the right to be fully informed in advance about the care to be provided by the agency.
4. You have the right to be fully informed in advance of any changes in the care that you are receiving and to give informed consent to the provision of the amended care.
5. You have the right to participate in determining the care that you will receive and in a timely manner the nature of the care as your needs change.
6. You have the right to voice your grievances with respect to care that is provided and there will be no reprisal for the grievance expressed.
7. You have the right to expect that the information you share with the agency will be held in strict confidence, to be shared only with your written consent and as it relates to the obtaining of other needed community services.
8. You have the right to expect the preservation of your privacy and respect for your personal information.
9. You have the right to receive a timely response to your request for service.
10. You shall be admitted for service only if the agency has the ability to provide safe and appropriate professional care at the level of intensity needed.
11. You have the right to be informed of agency policies, changes, and costs for service.
12. If you are denied service solely on your inability to pay, you have the right to be referred elsewhere.
13. You have the right to honest, accurate information regarding the industry, agency and program in particular.
14. You have the right to be fully informed about other services provided by this agency

Exhibit 14A: List of Subcontractors

Region F - FY 2022

County: Cabarrus

Provider Name:

Cabarrus DHS

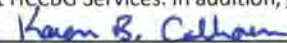
Provider Code: F012

List each subcontractor in the chart below. A subcontractor is defined as an entity that has been contracted to do a job within the scope of the service provider's grant award. The subcontractor is accountable for the same requirements as the service provider, depending on the terms of the subcontract. Subcontractors must adhere to service standard requirements by the Division of Aging and Adult Services. Do not list vendors who provide services through a 'purchase of service'. These are services which do not follow prescribed service standards and are goods or services sold equally to all consumers.

Subcontractor Name	Type Agency <i>Non-Profit</i> <i>For-Profit</i> <i>Government</i>	Subcontracted Service Name	Subcontractor Contact Name, Address & Phone Number	Scope of the Subcontract (Briefly describe any service requirements that will be delegated to the subcontractor, e.g. eligibility determination, service authorization, assessments/reassessments, preparation and delivery of meals, provision of a ride and driver/requirements, tasks on an In-Home Aide plan of care, aide competency testing, aide supervision, etc.)
Greater Home Health Services	For-Profit	In-Home Aide Services II & III	MJc Nwangwu 206 N. Cannon Blvd Kannapolis, NC 28083 704-956-2478	Provision of In-Home Aide Services Level II & III
New Infiniti Health	For-Profit	In-Home Aide Services II & III	Crystal Stafford 325 McGill Avenue NW Concord, NC 28027	Provision of In-Home Aide Services Level II & III
Interim Homecare	For-Profit	In-Home Aide Services II & III	Julie Conrad 250 Branchview Dr Concord, NC 28025 704-788-3483	Provision of In-Home Aide Services Level II & III
Coltrane L.I.F.E. Center	Non-Profit	Adult Day Care Adult Day Health	Susan Caudle 321 Corban Ave., SW Concord, NC 28025 704-788-1215	Provision of Adult Day Care and Adult Day Health Services
Bateman Community Living	For-Profit	Congregate Nutrition	Bob Santana 300 S Tryon St. Ste 400 Charlotte, NC 28202 704-424-1071	Preparation and delivery of meals to Congregate Nutrition sites

Attest Statement: Providers utilizing subcontractors must provide assurance that both for profit and non-profit subcontractors are compliant with state and federal regulations. These assurances are the subcontractor: A) has not been suspended or debarred (G.S. §143C-6-23; 09NCAC03M), B) has not been barred from doing business at the federal level, C) is able to produce a notarized "State Grant Certification of No Overdue Tax Debts", D) has obtained all licenses, permits, bonds and insurance necessary for carrying out HCCBG Services. In addition, Non-Profit Subcontractors are registered as a charitable (501c3) organization with the federal government.

Provider Signature:



Title: DHS Director

Date: 6/1/2021

Version 2016

Page _____ of _____

Internal Consistency Checks

Review of Local Match Comparison Input Sheet vs. 732A Cash and In-Kind Totals

		Difference
Adult Day Care	OK	-
Adult Day Health	OK	-
Congregate Nutrition	OK	-
In-Home Aide-Level II - Personal Care	OK	-
In-Home Aide-Level III - Personal Care	OK	-
	0 OK	-
	0 OK	-
	0 OK	-
	0 OK	-
	0 OK	-
	0 OK	-
	0 OK	-
	0 OK	-
	0 OK	-
	0 OK	-

732A1 Labor Distribution Schedule Comparison of Assignable Salary To Overall Salary Entered

Total Assignable Salary and Cumulative Salary total for Se 0 \$ -

State Fiscal Year: SFY 2021-2022

Provider Name: Cabarrus County Transportation

Address Line 1: 1303 South Cannon Blvd

Address Line 2: Kannapolis, NC 28083

County: CABARRUS

Area Agency on Aging: Centralina Council of Governments

Please Select Services to Be Delivered

Transportation (General)
Transportation (Medical)
REQUIRES INPUT TO POPULATE WORKBOOK-->
REQUIRES INPUT TO POPULATE WORKBOOK-->
REQUIRES INPUT TO POPULATE WORKBOOK-->
REQUIRES INPUT TO POPULATE WORKBOOK-->
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REQUIRES INPUT TO POPULATE WORKBOOK-->

Federal/State

\$ 90,198
\$ 111,183
\$ -
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Local Match

\$ 10,022
\$ 12,354
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<<--Local Match will need to be broken out by source (Cash/In-Kind) on 732A Svc Cost Computation Form

<<--Local Match will need to be broken out by source (Cash/In-Kind) on 732A Svc Cost Computation Form

Comparison of Fed/State Funding and Rates vs. Prior Year

Service	Prior Yr. Funding	Prior Year Rate	Current Yr Funding	Current Year Rate	Funding Diff.	Rate Diff.
Transportation (General)			\$ 90,198	18.0018	\$ 90,198	\$ 18.0018
Transportation (Medical)			\$ 111,183	18.0066	\$ 111,183	\$ 18.0066
				0.0000	\$ -	\$ -
				0.0000	\$ -	\$ -
				0.0000	\$ -	\$ -
				0.0000	\$ -	\$ -
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				0.0000	\$ -	\$ -
				0.0000	\$ -	\$ -
				0.0000	\$ -	\$ -

NC DIVISION OF AGING AND ADULT SERVICES COST OF SERVICES - LABOR DISTRIBUTION SCHEDULE DAAS-732A1

AGENCY NAME: Cabarrus County Transportation
State Fiscal Year: SFY 2021-2022

Fiscal Period: July 2021 through June 2022

STAFF NAME	POSITION	TOTAL SALARY	FTE Equivalent	FULL TIME PART TIME	Assignab Salary	ADMIN. SALARY	SERVICE	SERVICE	SERVICE	SERVICE	SERVICE	SERVICE	SERVICE	SERVICE
							Transportation (General)	Transportation (Medical)	0	0	0	0	0	0
Johnson	Fleet Support Cord	\$ 44,845		1 FULL TIME	\$ 44,845	\$ 44,845								
Belk	Transportation Clerk	\$ 39,396		1 FULL TIME	\$ 39,396	\$ 39,396								
Bushey	Transportation Manager	\$ 62,504		1 FULL TIME	\$ 62,504	\$ 62,504								
Mabry	Driver/Dispatcher	\$ 33,988		1 FULL TIME	\$ 33,988	\$ 33,988								
Smith	Transportation Clerk	\$ 32,947		1 FULL TIME	\$ 32,947	\$ 32,947								
Hillie	Operations and Training Coordinator	\$ 49,296		1 FULL TIME	\$ 49,296	\$ 49,296								
Wright	Transportation Driver	\$ 32,303		1 FULL TIME	\$ 32,303		\$ 14,472	\$ 17,831						
Freeze	Transportation Supervisor	\$ 44,159		1 FULL TIME	\$ 44,159	\$ 44,159								
Sims	Transportation Driver	\$ 31,887		1 FULL TIME	\$ 31,887		\$ 14,285	\$ 17,602						
Love	Transportation Driver	\$ 31,991		1 FULL TIME	\$ 31,991		\$ 14,332	\$ 17,659						
Eudy	Transportation Driver	\$ 32,136		1 FULL TIME	\$ 32,136		\$ 14,397	\$ 17,739						
Williams	Transportation Clerk	\$ 32,615		1 FULL TIME	\$ 32,615	\$ 32,615								
Zabka	Transportation Supervisor	\$ 44,741		1 FULL TIME	\$ 44,741	\$ 44,741								
Ratliff	Driver/Dispatcher	\$ 32,594		1 FULL TIME	\$ 32,594	\$ 32,594								
Caldwell	Transportation Driver	\$ 32,488		1 FULL TIME	\$ 32,488		\$ 14,555	\$ 17,933						
Ledbetter	Transportation Driver	\$ 31,554		1 FULL TIME	\$ 31,554		\$ 14,136	\$ 17,418						
Waldo	Transportation Driver	\$ 31,887		1 FULL TIME	\$ 31,887		\$ 14,285	\$ 17,602						
Igo	Transportation Driver	\$ 32,136		1 FULL TIME	\$ 32,136		\$ 14,397	\$ 17,739						
Williams	Transportation Driver	\$ 32,240		1 FULL TIME	\$ 32,240		\$ 14,444	\$ 17,796						
Byers	Transportation Driver	\$ 32,074		1 FULL TIME	\$ 32,074		\$ 14,369	\$ 17,705						
Norris	Transportation Driver	\$ 31,824		1 FULL TIME	\$ 31,824		\$ 14,257	\$ 17,567						
Hannah	Transportation Driver	\$ 32,136		1 FULL TIME	\$ 32,136		\$ 14,397	\$ 17,739						
Griffiths	Transportation Driver	\$ 32,303		1 FULL TIME	\$ 32,303		\$ 14,472	\$ 17,831						
Adkins	Transportation Driver	\$ 32,615		1 FULL TIME	\$ 32,615		\$ 14,612	\$ 18,003						
Meloling	Transportation Driver	\$ 31,720		1 FULL TIME	\$ 31,720		\$ 14,211	\$ 17,509						
Irvin	Transportation Driver	\$ 32,303		1 FULL TIME	\$ 32,303		\$ 14,472	\$ 17,831						
Ross	Transportation Driver	\$ 32,136		1 FULL TIME	\$ 32,136		\$ 14,397	\$ 17,739						
Cunningham	Transportation Driver	\$ 32,303		1 FULL TIME	\$ 32,303		\$ 14,472	\$ 17,831						
Bowles	Transportation Driver	\$ 32,303		1 FULL TIME	\$ 32,303		\$ 14,472	\$ 17,831						
Wilson	Transportation Driver	\$ 32,303		1 FULL TIME	\$ 32,303		\$ 14,472	\$ 17,831						
Stokes	Transportation Driver	\$ 31,554		1 FULL TIME	\$ 31,554		\$ 14,136	\$ 17,418						
Carroll	Transportation Driver	\$ 31,200		1 FULL TIME	\$ 31,200		\$ 13,978	\$ 17,222						
					\$ -									
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North Carolina Division of Aging and Adult Services
Service Cost Computation Worksheet

DAAS-732A

Provider: Cabarrus County Transportation
County: CABARRUS
Budget Period: July 2021 through June 2022

		Service	Service	Service	Service	Service	Service
	Grand Total	Transportation (General) 250	Transportation (Medical) 033	0 #N/A	0 #N/A	0 #N/A	0 #N/A
I. Projected Revenues							
A. Fed/State Funding From the Div. of Aging & Adult Svcs.	\$ 201,381	\$ 90,198	\$ 111,183	\$ -	\$ -	\$ -	\$ -
Required Minimum Match - Cash							
1) County Funds	\$ 22,376	\$ 10,022	\$ 12,354				
2)	\$ -						
3)	\$ -						
Total Required Minimum Match - Cash	\$ 22,376	\$ 10,022	\$ 12,354	\$ -	\$ -	\$ -	\$ -
Required Minimum Match - In-Kind							
1)	\$ -						
2)	\$ -						
3)	\$ -						
Total Required Minimum Match - In-Kind	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B. Total Required Minimum Match (cash + in-kind)	\$ 22,376	\$ 10,022	\$ 12,354	\$ -	\$ -	\$ -	\$ -
C. Subtotal, Fed/State/Required Match Revenues	\$ 223,757	\$ 100,220	\$ 123,537	\$ -	\$ -	\$ -	\$ -
D. NSIP Cash Subsidy/Commodity Valuation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
E. OAA Title V Worker Wages, Fringe Benefits and Costs	\$ -						
Local Cash, Non-Match							
1)	\$ -	\$ -	\$ -				
2)	\$ -	\$ -	\$ -				
3)	\$ -	\$ -	\$ -				
4)	\$ -	\$ -	\$ -				
F. Subtotal, Local Cash, Non-Match	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Revenues, Non-Match							
1) State/Federal Grants	\$ 1,014,260		\$ 1,014,260				
2) Program Fees	\$ 36,000		\$ 36,000				
3) Medicaid Reimbursement	\$ 1,000,000		\$ 1,000,000				
G. Subtotal, Other Revenues, Non-Match	\$ 2,050,260	\$ -	\$ 2,050,260	\$ -	\$ -	\$ -	\$ -
Local In-Kind Resources (Includes Volunteer Resources)							
1)	\$ -						
2)	\$ -						
3)	\$ -						
H. Subtotal, Local In-Kind Resources, Non-Match	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
I. Client Cost Sharing	\$ 1,000	\$ 500	\$ 500				
J. Total Projected Revenues (Sum I,C,D,E,F,G,H, & I)	\$ 2,275,017	\$ 100,720	\$ 2,174,297	\$ -	\$ -	\$ -	\$ -

Division of Aging and Adult Services
Service Cost Computation Worksheet

II. Line Item Expenses

Staff Salary From Labor Distribution Schedule

- 1) Full-time Staff (do not include Title V workers)
2) Part-time Staff (do not include Title V workers)

A. Subtotal, Staff Salary

Fringe Benefits

- 1) FICA @ 7.65 %
2) Health Insurance
3) Retirement
4) Unemployment Insurance
5) Worker's Compensation
6) Other

B. Subtotal, Fringe Benefits

Local In-Kind Resources Non-Match

- 1)
2)
3)

C. Subtotal, Local In-Kind Resources Non-Match

D. OAA Title V Worker Wages, Fringe Benefits and Costs

Travel

- 1) Per Diem
2) Mileage Reimbursement
3) Other Travel Cost

E. Subtotal, Travel

General Operating Expenses

- 1) Printing/binding/Advertising
2) Uniforms
3) Fuel/Maintenance
4) Building Rental/ Gas and Power/Cell Phones
5) Capital Outlay (New Buses)
6) Cog/MIS fees
7) Purchased Services
8) Taxi Service

F. Subtotal, General Operating Expenses

G. Subtotal, Other Administrative Cost Not Allocated in Lines II.A through E

H. Total Proj. Expenses Prior to Admin. Distribution

I. Distribution of Administrative Cost

J. Total Proj. Expenses After Admin. Distribution

Grand Total	Admin. Cost	Service Transportation (General) 250	Service Transportation (Medical) 033	Service 0 #N/A	Service 0 #N/A	Service 0 #N/A	Service 0 #N/A
\$ 1,122,481	\$ 417,085	\$ 316,020	\$ 389,376	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 1,122,481	\$ 417,085	\$ 316,020	\$ 389,376	\$ -	\$ -	\$ -	\$ -
\$ 85,870	\$ 31,907	\$ 24,176	\$ 29,787	\$ -	\$ -	\$ -	\$ -
\$ 231,420	\$ 79,800	\$ 68,229	\$ 83,391				
\$ 89,797	\$ 33,367	\$ 25,280	\$ 31,150				
\$ -							
\$ 44,899	\$ 16,683	\$ 12,641	\$ 15,575				
\$ -							
\$ 451,986	\$ 161,757	\$ 130,326	\$ 159,903	\$ -	\$ -	\$ -	\$ -
\$ -							
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\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -							
\$ 3,752	\$ 3,752						
\$ -							
\$ -							
\$ 3,752	\$ 3,752	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 2,450		\$ 1,225	\$ 1,225				
\$ 5,467		\$ 2,733	\$ 2,734				
\$ 502,766		\$ 251,383	\$ 251,383				
\$ 36,529		\$ 18,264	\$ 18,265				
\$ 655,000		\$ 327,500	\$ 327,500				
\$ 175		\$ 87	\$ 88				
\$ 10,750		\$ 5,375	\$ 5,375				
\$ 140,000		\$ 70,000	\$ 70,000				
\$ 1,353,137	\$ -	\$ 676,567	\$ 676,570	\$ -	\$ -	\$ -	\$ -
\$ -							
\$ 2,931,356	\$ 582,594	\$ 1,122,913	\$ 1,225,849	\$ -	\$ -	\$ -	\$ -
\$ 73,745		\$ 1,022,193	\$ (948,448)	\$ -	\$ -	\$ -	\$ -
\$ 2,275,017		\$ 100,720	\$ 2,174,297	\$ -	\$ -	\$ -	\$ -

III. Computation of Rates

A. Computation of Unit Cost Rate:

1. Total Expenses (equals line II.J)
2. Total Projected Units
3. Total Unit Cost Rate

B. Computation of Reimbursement Rate:

1. Total Revenues (equals line I.J)
2. Less: NSIP (equals line I.D)
 Title V (equals line I.E less II.D)
 Non Match In-Kind (equals line I.H less II.C)
3. Revenues Subject to Unit Reimbursement
4. Total Projected Units (equals line III.A.2)
5. Total Reimbursement Rate

C. Units Reimbursed Through HCCBG

D. Units Reimbursed Through Program Income*

E. Units Reimbursed Through Remaining Revenues

F. Total Units Reimbursed/Total Projected Units

Grand Total	Service Transportation (General) 250	Service Transportation (Medical) 033	Service 0 #N/A	Service 0 #N/A	Service 0 #N/A	Service 0 #N/A
\$ 2,275,017	\$ 100,720	\$ 2,174,297	\$ -	\$ -	\$ -	\$ -
	5,595	120,750				
	18.0018	18.0066				
\$ 2,275,017	\$ 100,720	\$ 2,174,297	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 2,275,017	\$ 100,720	\$ 2,174,297	\$ -	\$ -	\$ -	\$ -
	5,595	120,750				
	18.0018	18.0066				
	5,567	6,861				
	28	28				
	-	113,862				
	5,595	120,750				

* The Division of Aging ARMS deducts reported program income from reimbursement paid to providers. Line III.D indicates the number of units that will have to be produced in addition to those stated on line III.C in order to earn the net revenues stated on line I.C.

Certification:

I certify to the best of my knowledge and belief that the information included in the cost computation above is accurate and complies with all laws and regulations. I also understand that material deviations in reported cost information could limit funding, and also result in return of funds if the error or omission results in a higher than actual reported cost.

Karen B. Calhoun
Authorized Signature

DHS Director
Title

6/1/2021
Date

Information on this form (DAAS-732A) corresponds with information stated on the Provider Services Summary (DAAS-732) as follows:

DAAS-732A	DAAS-732
Block Grant Funding	Line I.A Col. A
Required Local Match-Cash & In-Kind	Line I.B Col. B
Net Service Cost	Line I.C Col. C
NSIP Subsidy	Line I.D Col. D
Total Funding	Line I.C+I.D Col. E
Projected HCCBG Reimbursed Units	Line III.C Col. F
Total Reimbursement Rate	Line III.B.5 Col. G
Projected Total Service Units	Line III.F Col. I

Cabarrus County Transportation 1303 South Cannon Blvd Kannapolis, NC 28083			Home and Community Care Block Grant for Older Adults County Funding Plan Provider Services Summary										DAAS-732 County: CABARRUS Budget Period: July 2021 through June 2022 Revision #: Date:			
--	--	--	--	--	--	--	--	--	--	--	--	--	---	--	--	--

Services	Serv. Delivery (Check One)		A Block Grant Funding				B Required Local Match	C Net Service Cost	D NSIP Subsidy	E Total Funding	F Projected HCCBG Units	G Projected Reimburse Rate*	H Projected HCCBG Clients	I Projected Total Units
	Direct	Purchase	Access	In-Home	Other	Total								
	Transportation (General)	X		\$ 90,198	\$ -	\$ -	\$ 90,198	\$ 10,022	\$ 100,220	\$ -	\$ 100,220	5,567	\$ 18.0018	75
Transportation (Medical)	X		\$ 111,183	\$ -	\$ -	\$ 111,183	\$ 12,354	\$ 123,537	\$ -	\$ 123,537	6,861	\$ 18.0066	4,500	120,750
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
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0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
Total			\$ 201,381	\$ -	\$ -	\$ 201,381	\$ 22,376	\$ 223,757	\$ -	\$ 223,757	12,428		4,575	126,345

<p>*Adult Day Care & Adult Day Health Care Proj. Service Cost/Rate</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <th></th> <th>ADC</th> <th>ADHC</th> </tr> <tr> <td>Daily Care</td> <td>\$33.07</td> <td>\$ 40.00</td> </tr> <tr> <td>Administrative</td> <td></td> <td></td> </tr> <tr> <td>Proj. Reimbursement Rate</td> <td>\$33.07</td> <td>\$ 40.00</td> </tr> <tr> <td>Administrative %</td> <td>0.00%</td> <td>0.00%</td> </tr> </table>		ADC	ADHC	Daily Care	\$33.07	\$ 40.00	Administrative			Proj. Reimbursement Rate	\$33.07	\$ 40.00	Administrative %	0.00%	0.00%	<p>Certification of required minimum local match availability. Required local match will be expended simultaneously with Block Grant Funding.</p>	<div style="text-align: right;"> Authorized Signature, Title Community Service Provider </div> <div style="text-align: right;"> 6/1/2021 Date </div>
	ADC	ADHC															
Daily Care	\$33.07	\$ 40.00															
Administrative																	
Proj. Reimbursement Rate	\$33.07	\$ 40.00															
Administrative %	0.00%	0.00%															
Signature, County Finance Officer	Date	Signature, Chairman, Board of Commissioners															
	Date																

July 2021 through June 2022

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

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

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

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

10. Providers of In-Home Aide, Home Health, Housing and Home Improvement, and Adult Day Care or Adult Day Health Care shall sign and return the attached assurance to the area agency on aging indicating that recipients of these services have been informed of their client rights, as required in Section 314 of the 2006 Amendments to the Older Americans Act.
11. Subcontracting – All HCCBG community service providers must assure that subcontractors (for-profit and non-profit entities only) meet the following requirements:
- a. The subcontractor has not been suspended or debarred. (N.C.G.S. §143C-6-23, 09 NCAC 03M)
 - b. The subcontractor has not been barred from doing business at the federal level.
 - c. The subcontractor is able to produce a notarized "State Grant Certification of No Overdue Tax Debts."
 - d. All licenses, permits, bonds and insurance necessary for carrying out Home and Community Care Block Grant services will be maintained by both the community service provider and any subcontractors.
 - e. The subcontractor is registered as a charitable, tax-exempt (501c3) organization with the Internal Revenue Service (non-profit subcontractors only).
12. Confidentiality and Security. Per the requirements in 10A NCAC 05J and Section 6 of the Home and Community Care Block Grant Procedures Manual, client information in any format and whether recorded or not shall be kept confidential and not disclosed in a form that identifies the person without the informed consent of the person or legal representative. Community service providers, including subcontractors and vendors, must adhere to all applicable federal, state and departmental requirements for protecting the security and confidentiality of client information including but not limited to appropriately restricting access, establishing procedures to reduce the risk of accidental disclosures from data processing systems, and developing a process by which the Division of Adult Aging Services is notified of suspected or confirmed security incidents and data breaches.
13. Record Retention and Disposition. All community service providers are responsible for maintaining custody of records and documentation to support the allowable expenditure of funds, service provision, and the reimbursement of services. Service providers must adhere to the approved record retention and disposition schedule posted semiannually on the website of the NC Department of Health and Human Services Controller at <http://www.ncdhhs.gov/control/retention/retention.htm>.
- Service providers are not authorized to destroy records related to the provision of services under this Agreement except in compliance with the approved DHHS retention and disposition schedule, which allows for the proper destruction of records based on a schedule by funding source and fiscal year. The agency agrees to comply with 07 NCAC 04M 0510 when deciding on a method of record destruction. Confidential records will be destroyed in such a manner that the records cannot be practically read or reconstructed.

Karen B. Calhoun

(Authorized Signature)

6/1/2021

(Date)

**Home and Community Care Block Grant for Older Adults
Outreach Methodology**

July 2021 through June 2022

Methodology to Address Service Needs of Low Income (Including Low-Income Minority Elderly), Rural Elderly and Elderly with Limited English Proficiency (Older Americans Act, Section 305(a)(2)(E))

Community Service Provider: Cabarrus County Transportation
County: CABARRUS

The Older Americans Act requires that the service provider attempt to provide services to low-income minority individuals in accordance to their need for aging services. The community service provider shall specify how the service needs of low income, low-income (including low income minority elderly), rural elderly and elderly with limited English proficiency will be met through the services identified on the Provider Services Summary (DAAS-732). This narrative shall address outreach and service delivery methodologies that will ensure that this target population is adequately served and conform with specific objectives established by the Area Agency on Aging, for providing services to low income minority individuals. Additional pages may be used as necessary.

Cabarrus County Transportations goal is to coordinate with the Adult and Aging department to provide meal site and medical transportation to the senior population within Cabarrus County. This joint effort is based on need through both referall and inquiries. Cabarrus County Transportation will also participate in several outreach programs to inform the senior population on the transportation services available to them. In addition, Cabarrus County Transportation drivers are trained in passanger sensitivity, CPR, Blood Borne Pathogens, First Aid and defensive driving. Our drivers are also trained on signs of elderly abuse and the process in which to report it.

**Standard Assurance To Comply with Older Americans Act
Requirements Regarding Clients Rights
For
Agencies Providing In-Home Services through the
Home and Community Care Block Grant for Older Adults**

As a provider of one or more of the services listed below, our agency agrees to notify all Home and Community Care Block Grant clients receiving any of the below listed services provided by this agency of their rights as a service recipient. Services in this assurance include:

- In-Home Aide
- Home Care (home health)
- Housing and Home Improvement
- Adult Day Care or Adult Day Health Care

Notification will include, at a minimum, an oral review of the information outlined below as well as providing each service recipient with a copy of the information in written form. In addition, providers of in-home services will establish a procedure to document that client rights information has been discussed with in-home services clients (e.g. copy of signed Client Bill of Rights statement).

Clients Rights information to be communicated to service recipients will include, at a minimum, the right to:

- be fully informed, in advance, about each in-home service to be provided and any change and any change in service(s) that may affect the wellbeing of the participant;
- participate in planning and changing any in-home service provided unless the client is adjudicated incompetent;
- voice a grievance with respect to service that is or fails to be provided, without discrimination or reprisal as a result of voicing a grievance;
- confidentiality of records relating to the individual;
- have property treated with respect; and
- be fully informed both orally and in writing, in advance of receiving an in-home service, of the individual's rights and obligations.

Client Rights will be distributed to, and discussed with, each new client receiving one or more of the above listed services prior to the onset of service. For all existing clients, the above information will be provided no later than the next regularly scheduled service reassessment.

Agency Name: _____ Cabarrus County Transportation _____

Name of Agency Administrator: _____ Karen B. Calhoun _____

Signature: _____ *Karen B. Calhoun* _____

(Please return this form to your Area Agency on Aging and retain a copy for your files.)

CLIENT/PATIENT RIGHTS

1. You have the right to be fully informed of all your rights and responsibilities as a client/patient of the program.
2. You have the right to appropriate and professional care relating to your needs.
3. You have the right to be fully informed in advance about the care to be provided by the program.
4. You have the right to be fully informed in advance of any changes in the care that you may be receiving and to give informed consent to the provision of the amended care.
5. You have the right to participate in determining the care that you will receive and in altering the nature of the care as your needs change.
6. You have the right to voice your grievances with respect to care that is provided and to expect that there will be no reprisal for the grievance expressed.
7. You have the right to expect that the information you share with the agency will be respected and held in strict confidence, to be shared only with your written consent and as it relates to the obtaining of other needed community services.
8. You have the right to expect the preservation of your privacy and respect for your property.
9. You have the right to receive a timely response to your request for service.
10. You shall be admitted for service only if the agency has the ability to provide safe and professional care at the level of intensity needed.
11. You have the right to be informed of agency policies, changes, and costs for services.
12. If you are denied service solely on your inability to pay, you have the right to be referred elsewhere.
13. You have the right to honest, accurate information regarding the industry, agency and of the program in particular.
14. You have the right to be fully informed about other services provided by this agency.

Internal Consistency Checks

Review of Local Match Comparison Input Sheet vs. 732A Cash and In-Kind Totals

		Difference
Transportation (General)	OK	-
Transportation (Medical)	OK	-
	0 OK	-
	0 OK	-
	0 OK	-
	0 OK	-
	0 OK	-
	0 OK	-
	0 OK	-
	0 OK	-
	0 OK	-
	0 OK	-
	0 OK	-
	0 OK	-
	0 OK	-

732A1 Labor Distribution Schedule Comparison of Assignable Salary To Overall Salary Entered

Total Assignable Salary and Cumulative Salary total for Se 0 \$ -

State Fiscal Year:	SFY 2021-2022
Provider Name:	Active Living and Parks
Address Line 1:	P O Box 707
Address Line 2:	Concord NC 28026-0707
County:	Cabarrus
Area Agency on Aging:	Centralina Council of Governments

Please Select Services to Be Delivered	Federal/State	Local Match	
Senior Center Operation	\$ 100,973	\$ 11,220	<<--Local Match will need to be broken out by source (Cash/In-Kind) on 732A Svc Cost Computation Form
REQUIRES INPUT TO POPULATE WORKBOOK-->		\$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->		\$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->		\$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->		\$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->		\$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->		\$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->		\$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->		\$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->		\$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->		\$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->		\$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->		\$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->		\$ -	

Comparison of Fed/State Funding and Rates vs. Prior Year						
Service	Prior Yr. Funding	Prior Year Rate	Current Yr Funding	Current Year Rate	Funding Diff.	Rate Diff.
Senior Center Operation	\$ 89,522		\$ 100,973	0.0000	\$ 11,451	\$ -
				0.0000	\$ -	\$ -
				0.0000	\$ -	\$ -
				0.0000	\$ -	\$ -
				0.0000	\$ -	\$ -
				0.0000	\$ -	\$ -
				0.0000	\$ -	\$ -
				0.0000	\$ -	\$ -
				0.0000	\$ -	\$ -
				0.0000	\$ -	\$ -
				0.0000	\$ -	\$ -
				0.0000	\$ -	\$ -
				0.0000	\$ -	\$ -
				0.0000	\$ -	\$ -

NC DIVISION OF AGING AND ADULT SERVICES COST OF SERVICES - LABOR DISTRIBUTION SCHEDULE DAAS-732A1

AGENCY NAME: Active Living and Parks
State Fiscal Year: SFY 2021-2022

Fiscal Period: July 2021 through June 2022[illegible]

North Carolina Division of Aging and Adult Services
Service Cost Computation Worksheet

DAAS-732A

Provider: Active Living and Parks
County: Cabarrus
Budget Period: July 2021 through June 2022

		Service	Service	Service	Service	Service	Service	Service
	Grand Total	Senior Center Operation 170	0 #N/A	0 #N/A	0 #N/A	0 #N/A	0 #N/A	0 #N/A
I. Projected Revenues								
A. Fed/State Funding From the Div. of Aging & Adult Svcs.	\$ 100,973	\$ 100,973	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Required Minimum Match - Cash								
1)	\$ -							
2)	\$ -							
3)	\$ -							
Total Required Minimum Match - Cash	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Required Minimum Match - In-Kind								
1)	\$ 11,219	\$ 11,219						
2)	\$ -							
3)	\$ -							
Total Required Minimum Match - In-Kind	\$ 11,219	\$ 11,219	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B. Total Required Minimum Match (cash + in-kind)	\$ 11,219	\$ 11,219	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C. Subtotal, Fed/State/Required Match Revenues	\$ 112,192	\$ 112,192	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D. NSIP Cash Subsidy/Commodity Valuation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
E. OAA Title V Worker Wages, Fringe Benefits and Costs	\$ -							
Local Cash, Non-Match								
1)	\$ -							
2)	\$ -							
3)	\$ -							
4)	\$ -							
F. Subtotal, Local Cash, Non-Match	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Revenues, Non-Match								
1)	\$ -							
2)	\$ -							
3)	\$ -							
G. Subtotal, Other Revenues, Non-Match	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local In-Kind Resources (Includes Volunteer Resources)								
1)	\$ -							
2)	\$ -							
3)	\$ -							
H. Subtotal, Local In-kind Resources, Non-Match	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
I. Client Cost Sharing	\$ -							
J. Total Projected Revenues (Sum I,C,D,E,F,G,H, & I)	\$ 112,192	\$ 112,192	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

II. Line Item Expenses

- 1) Full-time Staff (do not include Title V workers)
- 2) Part-time staff (do not include Title V workers)

Fringe Benefits

Fringe Benefits

1) FICA @	7.65 %
-----------	--------

- 2) Health Insurance
- 3) Retirement
- 4) Unemployment Insurance
- 5) Worker's Compensation
- 6) Other

B. Subtotal, Fringe Benefits

Local In-Kind Resources Non-Match

- 1)
- 2)
- 3)

C. Subtotal, Local In-Kind Resources Non-Match

D. OAA Title V Worker Wages, Fringe Benefits and Costs

Travel

- 1) Per Diem
- 2) Mileage Reimbursement
- 3) Other Travel Cost

E. Subtotal, Travel

General Operating Expenses

- 1)
- 2)
- 3)
- 4)
- 5)
- 6)
- 7)
- 8)

F. Subtotal, General Operating Expenses

G. Subtotal, Other Administrative Cost Not Allocated in Lines II.A through E

- H. Total Proj. Expenses Prior to Admin. Distribution

i. Distribution of Administrative Cost

- J. Total Proj. Expenses After Admin. Distribution

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Active Living and Parks

P O Box 707

Concord NC 28026-0707

Revision #: _____ Date: _____

Provider Services Summary

Signature, Chairman, Board of Commissioners Date

**Home and Community Care Block Grant for Older Adults
Outreach Methodology**

July 2021 through June 2022

Methodology to Address Service Needs of Low Income (Including Low-Income Minority Elderly), Rural Elderly and Elderly with Limited English Proficiency (Older Americans Act, Section 305(a)(2)(E))

Community Service Provider: Active Living and Parks

County: Cabarrus

The Older Americans Act requires that the service provider attempt to provide services to low-income minority individuals in accordance to their need for aging services. The community service provider shall specify how the service needs of low income, low-income (including low income minority elderly), rural elderly and elderly with limited English proficiency will be met through the services identified on the Provider Services Summary (DAAS-732). This narrative shall address outreach and service delivery methodologies that will ensure that this target population is adequately served and conform with specific objectives established by the Area Agency on Aging, for providing services to low income minority individuals. Additional pages may be used as necessary.

Approximately 5000 copies of the printed news magazine are distributed three times per year and is also available on the Cabarrus County Website.

Referrals are provided to the Human Services Department and received from various local providers

Newcomers packet is being developed to provide overview of programs to persons new to the area

Brochures are distributed throughout the community that promote programs provided by our agency

Programs are promoted through local churches and through speaking presentations to older adults and local civic groups

Programs are provided to a variety of satellite locations (churches, recreation centers, YMCAs, etc.) throughout the county, including rural and low-income areas.

July 2021 through June 2022

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

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

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

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

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

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

Londa Strong, Director

(Authorized Signature)

(Date)

Internal Consistency Ch

Review of Local Match Comparison Input Sheet vs. 732A Cash and In-Kind Totals

Senior Center Operation

OK
0 OK
0 OK
0 OK
0 OK
0 OK
0 OK
0 OK
0 OK
0 OK
0 OK
0 OK
0 OK
0 OK
0 OK

732A1 Labor Distribution Schedule Comparison of Assignable Salary To Overall Salary Entered
Total Assignable Salary and Cumulative Salary total for Se

0

ecks

Difference

-
-
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-
-
-
-
-

\$

-

State Fiscal Year:

Provider Name:

Address Line 1:

Address Line 2:

County:

Area Agency on Aging:

Please Select Services to Be Delivered

Federal/State

Local Match

Housing & Home Improvement	\$ 50,862	\$ 5,652
REQUIRES INPUT TO POPULATE WORKBOOK-->		\$ -
REQUIRES INPUT TO POPULATE WORKBOOK-->		\$ -
REQUIRES INPUT TO POPULATE WORKBOOK-->		\$ -
REQUIRES INPUT TO POPULATE WORKBOOK-->		\$ -
REQUIRES INPUT TO POPULATE WORKBOOK-->		\$ -
REQUIRES INPUT TO POPULATE WORKBOOK-->		\$ -
REQUIRES INPUT TO POPULATE WORKBOOK-->		\$ -
REQUIRES INPUT TO POPULATE WORKBOOK-->		\$ -
REQUIRES INPUT TO POPULATE WORKBOOK-->		\$ -
REQUIRES INPUT TO POPULATE WORKBOOK-->		\$ -
REQUIRES INPUT TO POPULATE WORKBOOK-->		\$ -
REQUIRES INPUT TO POPULATE WORKBOOK-->		\$ -
REQUIRES INPUT TO POPULATE WORKBOOK-->		\$ -
REQUIRES INPUT TO POPULATE WORKBOOK-->		\$ -

<--Local Match will need to be broken out by source (Cash/In-Kind) on 732A Svc Cost Computation Form

--	--

Comparison of Fed/State Funding and Rates vs. Prior Year

Service	Prior Yr. Funding	Prior Year Rate	Current Yr Funding	Current Year Rate	Funding Diff.	Rate Diff.
Housing & Home Improvement	\$ 51,439		\$ 50,862	0.0000	\$ (577)	\$ -
				0.0000	\$ -	\$ -
				0.0000	\$ -	\$ -
				0.0000	\$ -	\$ -
				0.0000	\$ -	\$ -
				0.0000	\$ -	\$ -
				0.0000	\$ -	\$ -
				0.0000	\$ -	\$ -
				0.0000	\$ -	\$ -
				0.0000	\$ -	\$ -
				0.0000	\$ -	\$ -
				0.0000	\$ -	\$ -
				0.0000	\$ -	\$ -
				0.0000	\$ -	\$ -
				0.0000	\$ -	\$ -

NC DIVISION OF AGING AND ADULT SERVICES COST OF SERVICES - LABOR DISTRIBUTION SCHEDULE DAAS-732A1

AGENCY NAME: Cabarrus County Planning and Development
State Fiscal Year: SFY 2021-2022

Fiscal Period: July 2021 through June 2022

[illegible]

North Carolina Division of Aging and Adult Services
Service Cost Computation Worksheet

DAAS-732A

Provider: Cabarrus County Planning and Development
County: Cabarrus
Budget Period: July 2021 through June 2022

		Service	Service	Service	Service	Service	Service
	Grand Total	Housing & Home Improvement 140	0 #N/A	0 #N/A	0 #N/A	0 #N/A	0 #N/A
I. Projected Revenues							
A. Fed/State Funding From the Div. of Aging & Adult Svcs.	\$ 50,862	\$ 50,862	\$ -	\$ -	\$ -	\$ -	\$ -
Required Minimum Match - Cash							
1) General Fund cash match	\$ 5,651	\$ 5,651					
2)	\$ -						
3)	\$ -						
Total Required Minimum Match - Cash	\$ 5,651	\$ 5,651	\$ -	\$ -	\$ -	\$ -	\$ -
Required Minimum Match - In-Kind							
1)	\$ -						
2)	\$ -						
3)	\$ -						
Total Required Minimum Match - In-Kind	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B. Total Required Minimum Match (cash + in-kind)	\$ 5,651	\$ 5,651	\$ -	\$ -	\$ -	\$ -	\$ -
C. Subtotal, Fed/State/Required Match Revenues	\$ 56,513	\$ 56,513	\$ -	\$ -	\$ -	\$ -	\$ -
D. NSIP Cash Subsidy/Commodity Valuation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
E. OAA Title V Worker Wages, Fringe Benefits and Costs	\$ -						
Local Cash, Non-Match							
1) General Fund cash match	\$ -						
2)	\$ -						
3)	\$ -						
4)	\$ -						
F. Subtotal, Local Cash, Non-Match	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Revenues, Non-Match							
1) Consumer Contributions	\$ 150	\$ 150					
2)	\$ -						
3)	\$ -						
G. Subtotal, Other Revenues, Non-Match	\$ 150	\$ 150	\$ -	\$ -	\$ -	\$ -	\$ -
Local In-Kind Resources (Includes Volunteer Resources)							
1)	\$ -						
2)	\$ -						
3)	\$ -						
H. Subtotal, Local In-kind Resources, Non-Match	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
I. Client Cost Sharing	\$ -						
J. Total Projected Revenues (Sum I,C,D,E,F,G,H, & I)	\$ 56,663	\$ 56,663	\$ -	\$ -	\$ -	\$ -	\$ -

II. Line Item Expenses

J. Total Proj. Expenses After Admin. Distribution

Page 111

A Computation of Unit Cost Rate:

A. Computation of Unit Cost Rate:

1. Total Expenses (equals line II J)
2. Total Projected Units
3. Total Unit Cost Rate

1. Total Revenues (equals line I, J)

1. Total Revenues (equals line I J)
2. Less: NSIP (equals line I D)
 Title V (equals line I E less II D)
 Non Match In-Kind (equals line I H less II C)
3. Revenues Subject to Unit Reimbursement
4. Total Projected Units (equals line III A 2)
5. Total Reimbursement Rate

D. Units Reimbursed Through Program

D. Units Reimbursed Through Program Income*

F. Units Reimbursed Through Remaining Revenues

F. Total Units Reimbursed/Total Projected Units

[illegible]

* The Division of Aging ARMS deducts reported program income from reimbursement paid to providers. Line III.D indicates the number of units that will have to be produced in addition to those stated on line III.C in order to earn the net revenues stated on line I.C.

Certification:

I certify to the best of my knowledge and belief that the information included in the cost computation above is accurate and complies with all laws and regulations. I also understand that material deviations in reported cost information could limit funding, and also result in return of funds if the error or omission results in a higher than actual reported cost.

Authorized Signature

Title

Date _____

Information on this form (DAAS-732A) corresponds with information stated on the Provider Services Summary (DAAS-732) as follows:

	DAAS-732A	DAAS-732
Block Grant Funding	Line I.A	Col. A
Required Local Match-Cash & In-Kind	Line I.B	Col. B
Net Service Cost	Line I.C	Col. C
NSIP Subsidy	Line I.D	Col. D
Total Funding	L. I.C+I.D	Col. E
Projected HCCBG Reimbursed Units	Line III.C	Col. F
Total Reimbursement Rate	Line III.B.5	Col. G
Projected Total Service Units	Line III.F	Col. I

Cabarrus County Planning and Development P.O. Box 707 Concord, NC 28026		Home and Community Care Block Grant for Older Adults County Funding Plan Provider Services Summary				DAAS-732 County: Cabarrus Budget Period: July 2021 through June 2022 Revision #: _____ Date: _____				
---	--	--	--	--	--	---	--	--	--	--

Services	Serv. Delivery (Check One)		A Block Grant Funding				B Required Local Match	C Net Service Cost	D NSIP Subsidy	E Total Funding	F Projected HCCBG Units	G Projected Reimburse Rate*	H Projected HCCBG Clients	I Projected Total Units
	Direct	Purchase	Access	In-Home	Other	Total								
Housing & Home Improvement	X		\$ -	\$ -	\$ 50,862	\$ 50,862	\$ 5,651	\$ 56,513	\$ -	\$ 56,513	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
Total			\$ -	\$ -	\$ 50,862	\$ 50,862	\$ 5,651	\$ 56,513	\$ -	\$ 56,513	-		-	-

* Adult Day Care & Adult Day Health Care Proj. Service Cost/Rate <table style="width: 100%;"> <tr> <td></td> <td style="text-align: center;">ADC</td> <td style="text-align: center;">ADHC</td> </tr> <tr> <td>Daily Care</td> <td style="text-align: center;">\$33.07</td> <td style="text-align: center;">\$ 40.00</td> </tr> <tr> <td>Administrative</td> <td></td> <td></td> </tr> <tr> <td>Proj. Reimbursement Rate</td> <td style="text-align: center;">\$33.07</td> <td style="text-align: center;">\$ 40.00</td> </tr> <tr> <td>Administrative %</td> <td style="text-align: center;">0.00%</td> <td style="text-align: center;">0.00%</td> </tr> </table>		ADC	ADHC	Daily Care	\$33.07	\$ 40.00	Administrative			Proj. Reimbursement Rate	\$33.07	\$ 40.00	Administrative %	0.00%	0.00%	Certification of required minimum local match availability. Required local match will be expended simultaneously with Block Grant Funding.	<table style="width: 100%;"> <tr> <td style="width: 60%;">Authorized Signature, Title Community Service Provider</td> <td style="width: 40%;">Date</td> </tr> <tr> <td>Signature, County Finance Officer</td> <td>Date</td> </tr> <tr> <td>Signature, Chairman, Board of Commissioners</td> <td>Date</td> </tr> </table>	Authorized Signature, Title Community Service Provider	Date	Signature, County Finance Officer	Date	Signature, Chairman, Board of Commissioners	Date
	ADC	ADHC																					
Daily Care	\$33.07	\$ 40.00																					
Administrative																							
Proj. Reimbursement Rate	\$33.07	\$ 40.00																					
Administrative %	0.00%	0.00%																					
Authorized Signature, Title Community Service Provider	Date																						
Signature, County Finance Officer	Date																						
Signature, Chairman, Board of Commissioners	Date																						

**Home and Community Care Block Grant for Older Adults
Outreach Methodology**

July 2021 through June 2022

Methodology to Address Service Needs of Low Income (Including Low-Income Minority Elderly), Rural Elderly and Elderly with Limited English Proficiency (Older Americans Act, Section 305(a)(2)(E))

Community Service Provider: Cabarrus County Planning and Development

County: Cabarrus

The Older Americans Act requires that the service provider attempt to provide services to low-income minority individuals in accordance to their need for aging services. The community service provider shall specify how the service needs of low income, low-income (including low income minority elderly), rural elderly and elderly with limited English proficiency will be met through the services identified on the Provider Services Summary (DAAS-732). This narrative shall address outreach and service delivery methodologies that will ensure that this target population is adequately served and conform with specific objectives established by the Area Agency on Aging, for providing services to low income minority individuals. Additional pages may be used as necessary.

The Planning and Development Department's goal is to coordinate and provide Housing and Home Improvement services in conjunction with the Department of Human Services that is funded by the Home and Community Care Block Grant. Coordination of this function will produce a service product that is both accountable and accessible by the full scope of clients for which the HCCBG funds were designated. It is our intent to meet the needs of that specialized population. The Planning and Development Department will coordinate with the Department of Human Services and other service providers to ensure that the population is served. All eligible clients will be provided access to service. The Planning and Development Department will follow all program guidelines for service provision and client treatment. Homes will be modified or repaired for eligible clients. Improvements include, but are not limited to, handicap accessibility improvements, door widenings, minor repairs of roofs, plumbing, and hvac as well as other safety improvements. Any improvements will be made in compliance with all program regulations. The Planning and Development Department will take referrals from the Department of Human Services and other service providers of the target population. Outreach is achieved through other service programs, word of mouth, Channel 22, the county website, nutrition sites and other special programs designed to address the target population.

July 2021 through June 2022

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

Cabarrus County Planning and Development agrees to provide services through the Home and Community Care Block Grant, as specified on the Provider Services Summary (DAAS-732) in accordance with the following:

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

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

10. Providers of In-Home Aide, Home Health, Housing and Home Improvement, and Adult Day Care or Adult Day Health Care shall sign and return the attached assurance to the area agency on aging indicating that recipients of these services have been informed of their client rights, as required in Section 314 of the 2006 Amendments to the Older Americans Act.
11. Subcontracting - All HCCBG community service providers must assure that subcontractors (for-profit and non-profit entities only) meet the following requirements:
- a. The subcontractor has not been suspended or debarred. (N.C.G.S. §143C-6-23, 09 NCAC 03M)
 - b. The subcontractor has not been barred from doing business at the federal level.
 - c. The subcontractor is able to produce a notarized "State Grant Certification of No Overdue Tax Debts"
 - d. All licenses, permits, bonds and insurance necessary for carrying out Home and Community Care Block Grant services will be maintained by both the community service provider and any subcontractors.
 - e. The subcontractor is registered as a charitable, tax-exempt (501(c)(3)) organization with the Internal Revenue Service (non-profit subcontractors only)
12. Confidentiality and Security. Per the requirements in 10A NCAC 05J and Section 6 of the Home and Community Care Block Grant Procedures Manual, client information in any format and whether recorded or not shall be kept confidential and not disclosed in a form that identifies the person without the informed consent of the person or legal representative. Community service providers, including subcontractors and vendors, must adhere to all applicable federal, state and departmental requirements for protecting the security and confidentiality of client information including but not limited to appropriately restricting access, establishing procedures to reduce the risk of accidental disclosures from data processing systems, and developing a process by which the Division of Adult Aging Services is notified of suspected or confirmed security incidents and data breaches.
13. Record Retention and Disposition. All community service providers are responsible for maintaining custody of records and documentation to support the allowable expenditure of funds, service provision, and the reimbursement of services. Service providers must adhere to the approved record retention and disposition schedule posted semiannually on the website of the NC Department of Health and Human Services Controller at <http://www.ncdhhs.gov/control/retention/retention.htm>.
- Service providers are not authorized to destroy records related to the provision of services under this Agreement except in compliance with the approved DHHS retention and disposition schedule, which allows for the proper destruction of records based on a schedule by funding source and fiscal year. The agency agrees to comply with 07 NCAC 04M 0510 when deciding on a method of record destruction. Confidential records will be destroyed in such a manner that the records cannot be practically read or reconstructed.


(Authorized Signature)

5-4-2021
(Date)

**Standard Assurance To Comply with Older Americans Act
Requirements Regarding Clients Rights
For
Agencies Providing In-Home Services through the
Home and Community Care Block Grant for Older Adults**

As a provider of one or more of the services listed below, our agency agrees to notify all Home and Community Care Block Grant clients receiving any of the below listed services provided by this agency of their rights as a service recipient. Services in this assurance include:

- In-Home Aide
- Home Care (home health)
- Housing and Home Improvement
- Adult Day Care or Adult Day Health Care

Notification will include, at a minimum, an oral review of the information outlined below as well as providing each service recipient with a copy of the information in written form. In addition, providers of in-home services will establish a procedure to document that client rights information has been discussed with in-home services clients (e.g. copy of signed Client Bill of Rights statement).

Clients Rights information to be communicated to service recipients will include, at a minimum, the right to:

- be fully informed, in advance, about each in-home service to be provided and any change and any change in service(s) that may affect the wellbeing of the participant;
- participate in planning and changing any in-home service provided unless the client is adjudicated incompetent;
- voice a grievance with respect to service that is or fails to be provided, without discrimination or reprisal as a result of voicing a grievance;
- confidentiality of records relating to the individual;
- have property treated with respect; and
- be fully informed both orally and in writing, in advance of receiving an in-home service, of the individual's rights and obligations.

Client Rights will be distributed to, and discussed with, each new client receiving one or more of the above listed services prior to the onset of service. For all existing clients, the above information will be provided no later than the next regularly scheduled service reassessment.

Agency Name: Cabarrus County Planning and Development

Name of Agency Administrator: Kelly F. Sifford

Signature: Kelly F. Sifford

(Please return this form to your Area Agency on Aging and retain a copy for your files.)

CLIENT/PATIENT RIGHTS

1. You have the right to be fully informed of all your rights and responsibilities as a client/patient of the program.
2. You have the right to appropriate and professional care relating to your needs.
3. You have the right to be fully informed in advance about the care to be provided by the program.
4. You have the right to be fully informed in advance of any changes in the care that you may be receiving and to give informed consent to the provision of the amended care.
5. You have the right to participate in determining the care that you will receive and in altering the nature of the care as your needs change.
6. You have the right to voice your grievances with respect to care that is provided and to expect that there will be no reprisal for the grievance expressed.
7. You have the right to expect that the information you share with the agency will be respected and held in strict confidence, to be shared only with your written consent and as it relates to the obtaining of other needed community services.
8. You have the right to expect the preservation of your privacy and respect for your property.
9. You have the right to receive a timely response to your request for service.
10. You shall be admitted for service only if the agency has the ability to provide safe and professional care at the level of intensity needed.
11. You have the right to be informed of agency policies, changes, and costs for services.
12. If you are denied service solely on your inability to pay, you have the right to be referred elsewhere.
13. You have the right to honest, accurate information regarding the industry, agency and of the program in particular.
14. You have the right to be fully informed about other services provided by this agency.

Internal Consistency Checks

Review of Local Match Comparison Input Sheet vs. 732A Cash and In-Kind Totals

		Difference
Housing & Home Improvement	OK	-
	0 OK	-
	0 OK	-
	0 OK	-
	0 OK	-
	0 OK	-
	0 OK	-
	0 OK	-
	0 OK	-
	0 OK	-
	0 OK	-
	0 OK	-
	0 OK	-
	0 OK	-
	0 OK	-
	0 OK	-

732A1 Labor Distribution Schedule Comparison of Assignable Salary To Overall Salary Entered

Total Assignable Salary and Cumulative Salary total for Se	0 \$	-
--	------	---

State Fiscal Year:

Provider Name:

Address Line 1:

Address Line 2:

County:

Area Agency on Aging:

Please Select Services to Be Delivered

	Federal/State	Local Match
Home Delivered Meals NSIP Reimbursement		\$ -
Home Delivered Meals	\$ 91,390	\$ 10,155
REQUIRES INPUT TO POPULATE WORKBOOK-->		\$ -
REQUIRES INPUT TO POPULATE WORKBOOK-->		\$ -
REQUIRES INPUT TO POPULATE WORKBOOK-->		\$ -
REQUIRES INPUT TO POPULATE WORKBOOK-->		\$ -
REQUIRES INPUT TO POPULATE WORKBOOK-->		\$ -
REQUIRES INPUT TO POPULATE WORKBOOK-->		\$ -
REQUIRES INPUT TO POPULATE WORKBOOK-->		\$ -
REQUIRES INPUT TO POPULATE WORKBOOK-->		\$ -
REQUIRES INPUT TO POPULATE WORKBOOK-->		\$ -
REQUIRES INPUT TO POPULATE WORKBOOK-->		\$ -
REQUIRES INPUT TO POPULATE WORKBOOK-->		\$ -
REQUIRES INPUT TO POPULATE WORKBOOK-->		\$ -
REQUIRES INPUT TO POPULATE WORKBOOK-->		\$ -
REQUIRES INPUT TO POPULATE WORKBOOK-->		\$ -

--Local Match will need to be broken out by source (Cash/In-Kind) on 732A Svc Cost Computation Form

Comparison of Fed/State Funding and Rates vs. Prior Year

Service	Prior Yr. Funding	Prior Year Rate	Current Yr Funding	Current Year Rate	Funding Diff.	Rate Diff.
Home Delivered Meals NSIP Reimbursement				6.4000	\$ -	\$ 6.4000
Home Delivered Meals	\$ 92,427	\$ 4.8627	\$ 91,390	6.0473	\$ (1,037)	\$ 1.1846
				0.0000	\$ -	\$ -
				0.0000	\$ -	\$ -
				0.0000	\$ -	\$ -
				0.0000	\$ -	\$ -
				0.0000	\$ -	\$ -
				0.0000	\$ -	\$ -
				0.0000	\$ -	\$ -
				0.0000	\$ -	\$ -
				0.0000	\$ -	\$ -
				0.0000	\$ -	\$ -
				0.0000	\$ -	\$ -
				0.0000	\$ -	\$ -
				0.0000	\$ -	\$ -

NC DIVISION OF AGING AND ADULT SERVICES COST OF SERVICES - LABOR DISTRIBUTION SCHEDULE DAAS-732A1

AGENCY NAME: Cabarrus Meals on Wheels
State Fiscal Year: SFY 2021-2022

Fiscal Period: July 2021 through June 2022

[illegible]

North Carolina Division of Aging and Adult Services
Service Cost Computation Worksheet

DAA5-732A

Provider: Cabarrus Meals on Wheels
County: Cabarrus
Budget Period: July 2021 through June 2022

		Service Home Delivered Meals NSIP Reimbursement 021	Service Home Delivered Meals 020	Service 0 #N/A	Service 0 #N/A	Service 0 #N/A	Service 0 #N/A	Service 0 #N/A	Service 0 #N/A	Service 0 #N/A
I. Projected Revenues	Grand Total									
A. Fed/State Funding From the Div. of Aging & Adult Svcs.	\$ 91,390	\$ -	\$ 91,390	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Required Minimum Match - Cash										
1) donations fundations/county match	\$ 10,154	\$ -	\$ 10,154							
2)	\$ -									
3)	\$ -									
Total Required Minimum Match - Cash	\$ 10,154	\$ -	\$ 10,154	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Required Minimum Match - In-Kind										
1)	\$ -									
2)	\$ -									
3)	\$ -									
Total Required Minimum Match - In-Kind	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B. Total Required Minimum Match (cash + in-kind)	\$ 10,154	\$ -	\$ 10,154	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C. Subtotal, Fed/State/Required Match Revenues	\$ 101,544	\$ -	\$ 101,544	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D. NSIP Cash Subsidy/Commodity Valuation	\$ 104,000	\$ 44,000	\$ 60,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
E. OAA Title V Worker Wages, Fringe Benefits and Costs	\$ -									
Local Cash, Non-Match										
1)	\$ -									
2)	\$ -									
3)	\$ -									
4)	\$ -									
F. Subtotal, Local Cash, Non-Match	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Revenues, Non-Match										
1) operating revenue	\$ 700,000	\$ 350,000	\$ 350,000							
2)	\$ -									
3)	\$ -									
G. Subtotal, Other Revenues, Non-Match	\$ 700,000	\$ 350,000	\$ 350,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local In-Kind Resources (Includes Volunteer Resources)										
1)	\$ -									
2)	\$ -									
3)	\$ -									
H. Subtotal, Local In-kind Resources, Non-Match	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
I. Client Cost Sharing	\$ 4,000	\$ 2,000	\$ 2,000							
J. Total Projected Revenues (Sum I,C,D,E,F,G,H, & I)	\$ 909,544	\$ 396,000	\$ 513,544	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Division of Aging and Adult Services
Service Cost Computation Worksheet

II. Line Item Expenses

Staff Salary From Labor Distribution Schedule

- 1) Full-time Staff (do not include Title V workers)
2) Part-time staff (do not include Title V workers)

A. Subtotal, Staff Salary

Fringe Benefits

- 1) FICA @ 7.65 %
2) Health Insurance
3) Retirement
4) Unemployment Insurance
5) Worker's Compensation
6) Other

B. Subtotal, Fringe Benefits

Local In-Kind Resources Non-Match

- 1)
2)
3)

C. Subtotal, Local In-Kind Resources Non-Match

D. OAA Title V Worker Wages, Fringe Benefits and Costs

Travel

- 1) Per Diem
2) Mileage Reimbursement
3) Other Travel Cost

E. Subtotal, Travel

General Operating Expenses

- 1) utilities/phone
2) mortgage
3) printing/advertising
4) audit
5) food/ trays
6) other staff
7) maintenance
8) insurance

F. Subtotal, General Operating Expenses

G. Subtotal, Other Administrative Cost Not Allocated in Lines II.A through E

H. Total Proj. Expenses Prior to Admin. Distribution

I. Distribution of Administrative Cost

J. Total Proj. Expenses After Admin. Distribution

Grand Total	Admin. Cost	Service Home Delivered Meals NSIP Reimbursement 021	Service Home Delivered Meals 020	Service 0 #N/A	Service 0 #N/A	Service 0 #N/A	Service 0 #N/A	Service 0 #N/A	Service 0 #N/A
\$ 260,000	\$ 98,000	\$ 83,500	\$ 83,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 260,000	\$ 98,000	\$ 83,500	\$ 83,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 19,890	\$ 7,115	\$ 6,388	\$ 6,388	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 19,890	\$ 7,115	\$ 6,388	\$ 6,388	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 13,460	\$ 6,960	\$ 3,000	\$ 3,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 13,460	\$ 6,960	\$ 3,000	\$ 3,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 30,000	\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 93,000	\$ 93,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 12,000	\$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 20,000	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 360,000	\$ 360,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 50,000	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 25,000	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 20,000	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 610,000	\$ 610,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 903,350	\$ 717,075	\$ 92,888	\$ 93,388	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ (723,269)	\$ -	\$ (303,112)	\$ (420,156)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 909,544	\$ -	\$ 396,000	\$ 513,544	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

B. Computation of Reimbursement Rate:

1. Total Revenues (equals line I.J)
2. Less: NSIP (equals line I.D)
Title V (equals line I.E less II.D)
Non Match In-Kind (equals line I.H less II.C)
3. Revenues Subject to Unit Reimbursement
4. Total Projected Units (equals line III.A.2)
5. Total Reimbursement Rate
- C. Units Reimbursed Through HCCBG
- D. Units Reimbursed Through Program Income*
- E. Units Reimbursed Through Remaining Revenues
- F. Total Units Reimbursed/Total Projected Units

\$ 899,160		\$ 391,250	\$ 507,794	\$ -
\$ 97,500		\$ 41,250	\$ 56,250	\$ -
\$ -		\$ -	\$ -	\$ -
\$ -		\$ -	\$ -	\$ -
\$ 801,660		\$ 350,000	\$ 451,544	\$ -
		55,000	75,000	-
		\$ 6.3636	\$ 6.0206	\$ -
		-	16,866	-
		-	-	-
		65,000	58,134	-
		55,000	75,000	-

* The Division of Aging ARMS deducts reported program income from reimbursement paid to providers. Line III.D indicates the number of units that will have to be produced in addition to those stated on I.C.

Certification:

I certify to the best of my knowledge and belief that the information included in the cost computation above is accurate and complies with all deviations in reported cost information could limit funding, and also result in return of funds if the error or omission results in a higher than:

Kimberly Story
Authorized Signature

Executive Director
Title
4/27/2021

Information on this form (DAAS-732A) corresponds with information stated on the Provider Services Summary (DAAS-732) as follows:

DAAS-732A	DAAS-732
Block Grant Funding	Line I.A Col. A
Required Local Match-Cash & In-Kind	Line I.B Col. B
Net Service Cost	Line I.C Col. C
NSIP Subsidy	Line I.D Col. D
Total Funding	Line I.C+I.D Col. E
Projected HCCBG Reimbursed Units	Line III.C Col. F
Total Reimbursement Rate	Line III.B.5 Col. G
Projected Total Service Units	Line III.F Col. I

Home and Community Care Block Grant for Older Adults

Cabarrus Meals on Wheels

DAAS-732

County Funding Plan

County:

Cabarrus

342 Penny Lane

Budget Period:

July 2021

through

June 2022

Concord NC 28025

Provider Services Summary

Revision #:

Date:

Services	Serv. Delivery (Check One)		A Block Grant Funding				B Required Local Match	C Net Service Cost	D NSIP Subsidy	E Total Funding	F Projected HCCBG Units	G Projected Reimburse Rate*	H Projected HCCBG Clients	I Projected Total Units
	Direct	Purchase	Access	In-Home	Other	Total								
Home Delivered Meals NSIP Reimbursement			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 41,250	\$ 41,250	-	\$ 6.3636		55,000
Home Delivered Meals			\$ -	\$ 91,390	\$ -	\$ 91,390	\$ 10,154	\$ 101,544	\$ 56,250	\$ 157,794	16,866	\$ 6.0206		75,000
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
Total			\$ -	\$ 91,390	\$ -	\$ 91,390	\$ 10,154	\$ 101,544	\$ 97,500	\$ 199,044	16,866		-	130,000

***Adult Day Care & Adult Day Health Care Proj. Service Cost/Rate**

	ADC	ADHC
Daily Care	\$33.07	\$ 40.00
Administrative		
Proj. Reimbursement Rate	\$33.07	\$ 40.00
Administrative %	0.00%	0.00%

Certification of required minimum local match availability.
Required local match will be expended simultaneously
with Block Grant Funding.

Signature, County Finance Officer

Date

4/27/2021
Kimberly Strong Executive Director
Authorized Signature, Title
Community Service Provider Date

Signature, Chairman, Board of Commissioners

Date

**Home and Community Care Block Grant for Older Adults
Outreach Methodology**

July 2021 through June 2022

Methodology to Address Service Needs of Low Income (Including Low-Income Minority Elderly), Rural Elderly and Elderly with Limited English Proficiency (Older Americans Act, Section 305(a)(2)(E))

Community Service Provider: Cabarrus Meals on Wheels

County: Cabarrus

The Older Americans Act requires that the service provider attempt to provide services to low-income minority individuals in accordance to their need for aging services. The community service provider shall specify how the service needs of low income, low-income (including low income minority elderly), rural elderly and elderly with limited English proficiency will be met through the services identified on the Provider Services Summary (DAAS-732). This narrative shall address outreach and service delivery methodologies that will ensure that this target population is adequately served and conform with specific objectives established by the Area Agency on Aging, for providing services to low income minority individuals. Additional pages may be used as necessary.

Cabarrus Meals on Wheels serves all who need a meal regardless of income. Meals are delivered throughout Cabarrus county each Monday - Friday by volunteers. We do outreach at various events throughout the year to reach individuals who may be in need of service. We partner with Atrium Health, doctor's offices, churches, and other agencies to receive referrals for our service. We partner with our local Veteran's Administration to serve our local Veterans in need of a nutritious meal.

July 2021 through June 2022

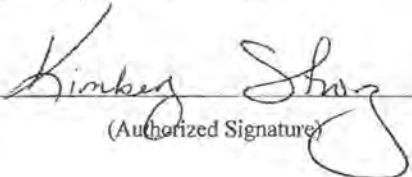
**Home and Community Care Block Grant for Older Adults
Community Service Provider
Standard Assurances**

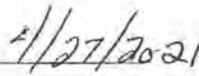
Cabarrus Meals on Wheels agrees to provide services through the Home and Community Care Block Grant, as specified on the Provider Services Summary (DAAS-732) in accordance with the following:

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

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

10. Providers of In-Home Aide, Home Health, Housing and Home Improvement, and Adult Day Care or Adult Day Health Care shall sign and return the attached assurance to the area agency on aging indicating that recipients of these services have been informed of their client rights, as required in Section 314 of the 2006 Amendments to the Older Americans Act.
11. Subcontracting – All HCCBG community service providers must assure that subcontractors (for-profit and non-profit entities only) meet the following requirements:
- a. The subcontractor has not been suspended or debarred. (N.C.G.S. §143C-6-23, 09 NCAC 03M)
 - b. The subcontractor has not been barred from doing business at the federal level.
 - c. The subcontractor is able to produce a notarized "State Grant Certification of No Overdue Tax Debts."
 - d. All licenses, permits, bonds and insurance necessary for carrying out Home and Community Care Block Grant services will be maintained by both the community service provider and any subcontractors.
 - e. The subcontractor is registered as a charitable, tax-exempt (501c3) organization with the Internal Revenue Service (non-profit subcontractors only).
12. Confidentiality and Security. Per the requirements in 10A NCAC 05J and Section 6 of the Home and Community Care Block Grant Procedures Manual, client information in any format and whether recorded or not shall be kept confidential and not disclosed in a form that identifies the person without the informed consent of the person or legal representative. Community service providers, including subcontractors and vendors, must adhere to all applicable federal, state and departmental requirements for protecting the security and confidentiality of client information including but not limited to appropriately restricting access, establishing procedures to reduce the risk of accidental disclosures from data processing systems, and developing a process by which the Division of Adult Aging Services is notified of suspected or confirmed security incidents and data breaches.
13. Record Retention and Disposition. All community service providers are responsible for maintaining custody of records and documentation to support the allowable expenditure of funds, service provision, and the reimbursement of services. Service providers must adhere to the approved record retention and disposition schedule posted semiannually on the website of the NC Department of Health and Human Services Controller at <http://www.ncdhhs.gov/control/retention/retention.htm>.
- Service providers are not authorized to destroy records related to the provision of services under this Agreement except in compliance with the approved DHHS retention and disposition schedule, which allows for the proper destruction of records based on a schedule by funding source and fiscal year. The agency agrees to comply with 07 NCAC 04M .0510 when deciding on a method of record destruction. Confidential records will be destroyed in such a manner that the records cannot be practically read or reconstructed.


(Authorized Signature)


(Date)

**Standard Assurance To Comply with Older Americans Act
Requirements Regarding Clients Rights
For
Agencies Providing In-Home Services through the
Home and Community Care Block Grant for Older Adults**

As a provider of one or more of the services listed below, our agency agrees to notify all Home and Community Care Block Grant clients receiving any of the below listed services provided by this agency of their rights as a service recipient. Services in this assurance include:

- In-Home Aide
- Home Care (home health)
- Housing and Home Improvement
- Adult Day Care or Adult Day Health Care

Notification will include, at a minimum, an oral review of the information outlined below as well as providing each service recipient with a copy of the information in written form. In addition, providers of in-home services will establish a procedure to document that client rights information has been discussed with in-home services clients (e.g. copy of signed Client Bill of Rights statement).

Clients Rights information to be communicated to service recipients will include, at a minimum, the right to:

- be fully informed, in advance, about each in-home service to be provided and any change and any change in service(s) that may affect the wellbeing of the participant;
- participate in planning and changing any in-home service provided unless the client is adjudicated incompetent;
- voice a grievance with respect to service that is or fails to be provided, without discrimination or reprisal as a result of voicing a grievance;
- confidentiality of records relating to the individual;
- have property treated with respect; and
- be fully informed both orally and in writing, in advance of receiving an in-home service, of the individual's rights and obligations.

Client Rights will be distributed to, and discussed with, each new client receiving one or more of the above listed services prior to the onset of service. For all existing clients, the above information will be provided no later than the next regularly scheduled service reassessment.

Agency Name: Cabarrus Meals on Wheels

Name of Agency Administrator: Kimberly Strong

Signature: 

(Please return this form to your Area Agency on Aging and retain a copy for your files.)

CLIENT/PATIENT RIGHTS

1. You have the right to be fully informed of all your rights and responsibilities as a client/patient of the program.
2. You have the right to appropriate and professional care relating to your needs.
3. You have the right to be fully informed in advance about the care to be provided by the program.
4. You have the right to be fully informed in advance of any changes in the care that you may be receiving and to give informed consent to the provision of the amended care.
5. You have the right to participate in determining the care that you will receive and in altering the nature of the care as your needs change.
6. You have the right to voice your grievances with respect to care that is provided and to expect that there will be no reprisal for the grievance expressed.
7. You have the right to expect that the information you share with the agency will be respected and held in strict confidence, to be shared only with your written consent and as it relates to the obtaining of other needed community services.
8. You have the right to expect the preservation of your privacy and respect for your property.
9. You have the right to receive a timely response to your request for service.
10. You shall be admitted for service only if the agency has the ability to provide safe and professional care at the level of intensity needed.
11. You have the right to be informed of agency policies, changes, and costs for services.
12. If you are denied service solely on your inability to pay, you have the right to be referred elsewhere.
13. You have the right to honest, accurate information regarding the industry, agency and of the program in particular.
14. You have the right to be fully informed about other services provided by this agency.

Internal Consistency Checks

Review of Local Match Comparison Input Sheet vs. 732A Cash and In-Kind Totals

		Difference
Home Delivered Meals NSIP Reimbursement	OK	-
Home Delivered Meals	OK	-
	0 OK	-
	0 OK	-
	0 OK	-
	0 OK	-
	0 OK	-
	0 OK	-
	0 OK	-
	0 OK	-
	0 OK	-
	0 OK	-
	0 OK	-
	0 OK	-
	0 OK	-
	0 OK	-

732A1 Labor Distribution Schedule Comparison of Assignable Salary To Overall Salary Entered

Total Assignable Salary and Cumulative Salary total for Se

0 \$ -

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**June 7, 2021
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

DHS - Medicare Improvements for Patients and Providers Act (MIPPA) Contract Approval

BRIEF SUMMARY:

The Medicare Improvements for Patients and Providers Act grant provides funds to expand Low Income Subsidy (LIS) outreach and enrollment for Medicare Part D drug plans leading up to and during Medicare Part D Open Enrollment. The Seniors Health Insurance Information Program (SHIIP) at DHS uses these funds to promote Open Enrollment and expand access to Open Enrollment in all parts of the county. For federal Fiscal Year 21 (October 1, 2020 - September 30, 2021) Cabarrus County has been awarded \$6,608.

REQUESTED ACTION:

Motion to accept the grant award and adopt the associated budget amendment.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Anthony Hodges, Adult and Aging Services Program Administrator

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ MIPPA Contract
- ▣ Budget Amendment

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Grant Name: Medicare Improvements for Patients and Providers Act
Federal Awarding Agency: US Department of Health & Human Services,
Administration for Community Living

CFDA # 93.071	Cost Center:	Fiscal Year: 2020-2021
Grant Award # 1801NCMISH-02	16001659g9	Award Amount \$ 6,608.00
Performance Period: 9/1/2020 - 8/31/2021		Federal Award Date: 9/30/20
Account # 536405		Total Award Amount \$ 6,608.00

Recipient:	Contract Between	Subrecipient:
State of North Carolina		Name: Cabarrus Co Dept of Human Services
Department of Insurance		County: Cabarrus
SHIP Division		Tax ID/FIN# 56-6000281
		DUNS # 86861630

This Contract and its attachments shall be completed and returned to the Recipient within 45 days of receiving the electronic document in order for the Recipient to process the award and provide funds to the Subrecipient. The Subrecipient shall provide the Recipient with progress reports and a final report detailing the Subrecipient's use of State funds.

1. Contract Documents: This Contract shall consist of the following documents, incorporated herein by reference:

- (1) This Contract;
- (2) General Terms and Conditions for Public Sector Contracts (Attachment A)
- (3) Statement of Work (Attachment B)
- (4) Line Item Budget and Budget Narrative (Attachment C)
- (5) Certifications Regarding, Drug-Free Work-Place; Lobbying; and Debarment, Suspension and Other Responsibility Matters (Attachment D)

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

- 2. Precedence Among Contract Documents:** In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.
- 3. Subrecipient's Duties:** The Subrecipient shall provide the services as described in Attachment B with the terms of this Contract and in accordance with the approved budget in Attachment C. The Subrecipient shall maintain and make available all records, papers, vouchers, books, correspondence or other documentation or evidence at reasonable times for review, inspection or audit by duly authorized officials of the Recipient, the North Carolina State Auditor, or applicable federal agencies. Upon termination of contract as a SHIP Coordinating Site, any equipment or property less than five (5) years old purchased by Subrecipient with

grant funds to perform SHIP functions shall be returned to the Recipient in good working order. The Subrecipient shall submit to the Recipient all plans, reports, documents or other products that the Recipient may require, in the form specified by the Recipient, including at the least following:

- A) A final budget report of expenses incurred during the contract period date;
- B) A mid-year report of the contracted activities of the Subrecipient due by April 30;
- C) A final comprehensive report within sixty (60) days of project end date; due on or before November 29.

4. **Recipient's Duties:** The Recipient shall reimburse the Subrecipient for the costs of services and activities described in Attachment B and in accordance with the approved budget in Attachment C. The Recipient shall monitor the Subrecipient for compliance with the terms of this Contract; and shall specify all reports and other deliverables required from the Subrecipient. The Recipient shall pay the Subrecipient in the manner and in the amounts specified in the Contract Documents.

☒ a. There are no matching requirements from the Subrecipient.

☐ b. The Subrecipient's matching requirement is \$n/a, which shall consist of:

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

The contributions from the Subrecipient shall be source from non-federal funds.

5. **Conflict of Interest Policy:** The Recipient has determined that this Contract is not subject to NCGS 143C-6-22 & 23.
6. **Reversion of Unexpended Funds:** Any unexpended grant funds shall revert to the Recipient upon termination of this Contract.
7. **Grants:** The Subrecipient has the responsibility to ensure that all sub-grantees, if any, provide all information necessary to permit the Subrecipient to comply with the terms and conditions set forth in this Contract. The grant award for the contract is not to be used for Research & Development (R&D).
8. **Payment Provisions:** As provided in NCGS 143C-6-21 this Contract is an annual appropriation of \$100,000 or less to or for the use of a non-profit corporation and payment shall be made in a single annual payment.
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, address, telephone number and fax number of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, address, telephone number and fax number of its Contract Administrator by giving timely written notice to the other Party.

For the Recipient:

Melinda Munden, Deputy Commissioner
SHIP Division
1201 Mail Service Center
Raleigh, NC 27699-1201

For the Subrecipient:

Susan Domann
Cabarrus Co Dept of Human Services
1303 South Cannon Blvd
Kannapolis, NC 28083

Telephone: 919-814-9942

Telephone: 704-920-1400

10. **Supplementation of Expenditures of Public Funds:** The Subrecipient assures that funds received under this Contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds the Subrecipient otherwise expends for MIPPA and SHIP services and related programs.

Funds received under this Contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Subrecipient's total expenditure of other public funds for such services.

11. **Disbursements:** As a condition of this Contract, the Subrecipient acknowledges and agrees to make disbursements in accordance with the following requirements:
 - a. Implement adequate internal controls over disbursements;
 - b. Pre-audit all vouchers presented for payment to determine:
 - Validity and accuracy of payment;
 - Payment due date;
 - Adequacy of documentation supporting payment; and
 - Legality of disbursement;
 - c. Assure adequate control of signature stamps/plates;
 - d. Assure adequate control of negotiable instruments; and
 - e. Implement procedures to ensure that the account balance is solvent and reconcile the account monthly.
12. **Outsourcing:** The Subrecipient certifies that it has identified to the Recipient all jobs related to the Contract that have been outsourced to other countries, if any. Subrecipient further agrees that it will not outsource any such jobs during the term of this Contract without providing notice to the Recipient.
13. **Executive Order # 24:** NCGS 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.
14. **Audit:** The Recipient reserves the right to conduct an audit through the NCSMP Program Director. The Subrecipient must permit access to records and financial statements by the audit staff of Recipient as necessary.
15. **Federal Certifications:** The Subrecipient agrees to execute the following federal certifications that are attached to this agreement (applicable when receiving federal funds).
 - A. Certification Regarding Lobbying.
 - B. Certification Regarding Department.
 - C. Certification Regarding Drug-Free Workplace Requirements.

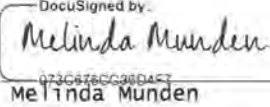
16. Signature Warranty: The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

Subrecipient:

BY: _____

DATE: _____

Division of SHIIP,

BY:  _____
0736476CC38D4F7
Melinda Munden

DATE: 03/01/2021 _____


BY: _____

DATE: _____

BY: _____

DATE: _____

Contract is not executed until last signature is obtained.

Reviewed by: 

Controller's Office Review:

Attachment A General Terms and Conditions

DEFINITIONS

Unless indicated otherwise from the context, the following terms shall have the following meanings in this Contract. Some definitions are from 9 NCAC 3M.0102 unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein.

- (1) "Recipient" (as used in the context of the definitions below) shall mean and include every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political sub agency of government. For other purposes in this Contract, "Recipient" shall mean the entity identified as one of the parties hereto.
- (2) "Audit" means an examination of records or financial accounts to verify their accuracy.
- (3) "Certification of Compliance" means a report provided by the Recipient to the Office of the State Auditor that states that the Subrecipient has met the reporting requirements established by this Subchapter and included a statement of certification by the Recipient and copies of the submitted Subrecipient reporting package.
- (4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.
- (5) "Contract" means a legal instrument that is used to reflect a relationship between the Recipient, Subrecipient, and subrecipient.
- (6) "Fiscal Year" means the annual operating year of the non-State entity.
- (7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.
- (8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.
- (9) "Grant" means financial assistance provided by an Recipient, Subrecipient, or subrecipient to carry out activities whereby the grantor anticipates no programmatic involvement with the Subrecipient or subrecipient during the performance of the grant.
- (10) "Subrecipient" has the meaning in NCGS 143C-6-23(a)(2): a non-State entity that receives a grant of State funds from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Subrecipient" shall mean the entity identified as one of the parties hereto.
- (11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
- (12) "Non-State Entity" has the meaning in NCGS 143C-1-1(d)(18): Any of the following that is not a State agency: An individual, a firm, a partnership, an association, a county, a corporation, or any other organization acting as a unit. The term includes a unit of local government and public authority.
- (13) "Public Authority" has the meaning in NCGS 143C-1-1(d)(22): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation and (ii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.
- (14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.
- (15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.
- (16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal

and State funds maintain their identity as they are subrecipient to other organizations. Pursuant to NCGS 143C-6-23(a)(1), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the State Health Plan for Teachers and State Employees, or other similar medical programs.

- (17) "Subrecipient" has the meaning in NCGS 143C-6-23(a)(3): a non-State entity that receives State funds as a grant from a grantee or from another subrecipient but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.
- (18) "Unit of Local Government" has the meaning in NCGS 143C-1-1(d)(29): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by NCGS 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

Relationships of the Parties

Independent Contractor: The Subrecipient 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 Subrecipient represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Recipient.

Subcontracting: The Subrecipient shall not subcontract any of the work contemplated under this Contract without prior written approval from the Recipient. Any approved subcontract shall be subject to all conditions of this Contract. Only the subcontractors or subrecipients specified in the contract documents are to be considered approved upon award of the contract. The Recipient shall not be obligated to pay for any work performed by any unapproved subcontractor or subrecipient. The Subrecipient shall be responsible for the performance of all of its subrecipients and shall not be relieved of any of the duties and responsibilities of this Contract.

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

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

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

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

Beneficiaries: Except as herein specifically provided otherwise, this Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Recipient and the named Subrecipient. 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 Recipient and Subrecipient that any such person or entity, other than the Recipient or the Subrecipient, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

Ineligible Vendors: As provided in G.S. 147-86.59 and G.S. 147-86.82, the following companies are ineligible to contract with the State of North Carolina or any political subdivision of the State: a) any company identified as engaging in investment activities in Iran, as determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, and b) any company identified as engaged in a boycott of Israel as determined by appearing on the List of restricted companies created by the State Treasurer pursuant to G.S. 147-86.81. A contract with the State or any of its political subdivisions by any company identified in a) or b) above shall be void ab initio.

Indemnity

Indemnification: The Subrecipient agrees to indemnify and hold harmless the Recipient, the State of North Carolina, and any of their officers, agents and employees, from any claims of third parties arising out of any act or omission of the Subrecipient in connection with the

performance of this Contract to the extent permitted by law.

Default and Termination

Termination by Mutual Consent: The Parties may terminate this Contract by mutual consent with 60 days' notice to the other party, or as otherwise provided by law.

Termination Without Cause: The Recipient may terminate this contract without cause by giving 60 days written notice to the Contractor. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the Recipient, 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.

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

Waiver of Default: Waiver by the Recipient of any default or breach in compliance with the terms of this Contract by the Subrecipient 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 Recipient and the Subrecipient and attached to the contract.

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

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

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

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

Executive Order # 24: "By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who have a contract with a governmental agency; or have performed under such a contract within the past year; or anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and NCGS Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24."

Intellectual Property Rights

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

Compliance with Applicable Laws

Compliance with Laws: The Subrecipient 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.

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

Confidentiality

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

Oversight

Access to Persons and Records: The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with NCGS 147-64.7. Additionally, as the State funding authority, the Recipient and all applicable federal agencies or their agents shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the Recipient. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period

of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

Miscellaneous

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

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 Recipient and the Subrecipient.

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

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

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

Key Personnel: The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the

Recipient. The term "key personnel" includes any and all persons identified as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

Care of Property: The Subrecipient 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 Recipient for loss of, or damage to, such property. At the termination of this Contract, the Subrecipient shall contact the Recipient for instructions as to the disposition of such property and shall comply with these instructions.

Travel Expenses: Reimbursement to the Subrecipient for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract

shall be reasonable and supported by documentation. State rates should be used as guidelines. International travel shall not be reimbursed under this Contract.

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

Advertising: The Subrecipient shall not use the award of this Contract as a part of any news release or commercial advertising, except as allowed in Attachment B.

Attachment B

For the period 9/1/2020 – 8/31/2021

Statement of Work

Subrecipient: Cabarrus Co Dept of Human Services

This statement should be a short summary describing what the Subrecipient does and how the Subrecipient will use these funds. The terms of the contract between the SHIIP office and the agencies require local programs meet these goals for the contract period. The uses of these funds are not limited to but **MUST** include the following activities:

1. Expand Low Income Subsidy (LIS) outreach and enrollment in the county by conducting a minimum of four enrollment clinics, virtually or in person, during the period 9/1/2020 through 8/31/2021; clinics are to be held in non-traditional locations, i.e., library, church, senior housing complex, etc.;
2. Display Monthly Prevention and wellness Campaign Posters in your respective agency and at SHIIP outreach events during the reporting period, i.e., health fairs, awareness events, etc.;
3. Submit Client Counseling Contact and Public & Media Outreach (NPR) forms in a timely manner through the STARS website;
4. Work with the Area Agency on Aging in your area to conduct outreach events in the county.

Subrecipient Response to Scope of Work:

The Cabarrus County Dept. of Human Services provides information and assistance that promotes access to available aging related services. Social Workers are on site to provide benefit and service options to consumers.

The Cabarrus County SHIP program provides education, information and outreach with the purpose of educating and counseling the public on specific Medicare Health Insurance issues. Cabarrus County effectively utilizes both staff and volunteer counselors for client counseling and outreach. The newly established H.U.B.B. at The Dream Center in Cabarrus County will be our newest location for outreach, education and off-site counseling in the future. In addition, the agency consults and collaborates with the Area Agency on Aging regarding outreach efforts.

Along with our regular virtual SHIP counseling clinics following COVID restrictions as required, the Cabarrus County Department of Human Services will expand Low Income Subsidy (LIS) outreach and enrollment in our local county by conducting a minimum of four (4) enrollment clinics during the period of 9/2020 through 8/2021. We will also target locations that may include area churches and congregate meal sites as well as other identified locations in areas with this population for drive-through outreach and education events. Counselors are able to connect electronically to Social Security and Medicare online resources to assist clients with applications for Extra Help (LIS), as well as Medicare enrollment assistance as needed.

Client Counseling Contact and Public & Media Outreach forms will be submitted in a timely manner for such events through the STARS website.

Monthly Prevention & Wellness Campaign Posters will be displayed in the agency, as well as at any counseling and outreach events.

Cabarrus SHIP continues to upgrade and utilize technology within the local SHIP office to be used solely for SHIP counseling and activities as well as marketing and publicizing local SHIP counseling services.

Attachment C

For the period 9/1/2020 – 8/31/2021

Line Item Budget and Budget Narrative

Provide a budget and short narrative on the use of the funding amount reflected on the contract. Please provide details of all expenses including routine charges. These expenditures may include telephone, postage, salary, equipment purchases, internet services etc. Upon termination of contract as a SHIP Subrecipient, any equipment or property less than five (5) years old purchased by Subrecipient with grant funds to perform SHIP functions shall be returned to the Recipient in good working order.

All budgets must be approved by the Recipient.

Subrecipient Name: Cabarrus Co Dept of Human Services **Award Amount:** \$ 6,608.00

All fields must be completed.

Zero is an acceptable answer.

Must agree to the award amount.
Is this required by your local government?

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

Yes

Budget	Amount
Contractual	3500.00
Construction	0.00
Supplies	2108.00
Equipment	
Other	1000.00
Travel	0.00
Personnel	0.00
Fringe	0.00
Total	6,608.00

Written description of planned expenditures:

MIPPA Line Item Budget Narrative:

Contractual: \$3,500.00
Contracts for Billboards

Supplies: \$2,108.00
Informational supplies, Training/Counseling Clinics – Costs associated with providing informational marketing items, sustenance for counselors, and costs of providing local training and/or counseling clinics.

Supplies used in client counseling for effective counseling, counselor program identifying apparel, and information being provided to clients, such as folders, paper materials, printer supplies, documents, and related products.

Incentives and marketing items for counselors and clients distributed at counseling, recognition, and outreach events.

Uniform Apparel provided for counselors for representation at counseling clinics and outreach events.

Other: \$1,000.00

Marketing – Create and publish advertisement of SHIP services through local print, news and media resources.

Marketing items for promotion of the SHIP program as outreach expands to local community partners and general public outreach/educational opportunities.

Maintaining Training – Additional training opportunities provided to program coordinators and certified counselors and/or to maintain training certifications.

Total: \$6,608.00

Attachment D
Certifications Regarding, Drug-Free Work-Place; Lobbying; and
Debarment, Suspension and Other Responsibility Matters

1. Drug-Free Work-Place

The undersigned (authorized official) certifies that it will provide a drug-free workplace in accordance with the Drug-Free Work-Place Act of 1988, 45 CFR Part 76, subpart F. The certification set out below is a material representation of fact upon which reliance will be placed when awarding the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspensions or termination of grants or government wide suspension or debarment.

The Subrecipient certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an on-going drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Subrecipient's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a); above;
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying the Recipient, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to Recipient on whose grant activity the convicted employee was working.
- Notices shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), above, with respect to any employee who is so convicted—
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

The Subrecipient certifies that, as a condition of the grant, it will not engage in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in conducting any activity with the grant.

2. Lobbying

Title 31 of the United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who request or received a Federal grants or cooperative agreement must disclose lobbying undertaking with non-Federal (non-appropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part93).

The undersigned (authorized official) certifies, to the best of his or her knowledge and belief, that:

- (a) 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, any 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 grant, loan or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any 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 of Lobbying Activities," in accordance with its instructions;
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

3. Debarment, Suspension and Other Responsibility Matters

NOTE: In accordance with 45 CFR Part 76, amended June 26, 1995, any debarment, suspension, proposed debarment or other government wide exclusion initiated under the Federal Acquisition Regulation (FAR) on or after August 25, 1995, shall be recognized by and effective for Executive Branch agencies and participants as an exclusion under 45 CFR Part 76.

(a) Primary Covered Transactions

The undersigned (authorized official) certifies to the best of his or her knowledge and belief, that the applicant, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

- (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- (2) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the applicant not be able to provide this certification, an explanation as to why should be placed under the assurances page in the application package.

(b) Lower Tier Covered Transactions

The applicant agrees by submitting this proposal that it will include, without modification, **the following clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion -- Lower Tier Covered Transaction"** (Appendix B to 45 CFR Part 76) in all lower tier covered transactions (i.e., transactions with subrecipients and/or contractors) and in all solicitations for lower tier covered transactions:

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion -- Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature of Authorized Certifying Official	Title
Subrecipient Name Cabarrus Co Dept of Human Services	Date Submitted

All Participants: Enter any necessary notes throughout the process in the comments box below.
Comments are not part of the contract.
Please do not enter anything below as it will only restart the process. Thank you.

Please do not enter anything here as it will only restart the process. Thank you.

Budget Revision/Amendment Request

Date: 6/21/2021

Amount: 3,608.00

Dept. Head: Karen Calhoun

Department: DHS

☐ Internal Transfer Within Department

☐ Transfer Between Departments/Funds

☒ Supplemental Request

The program was awarded \$6,608.00. The revenue and expense lines were initially budgeted at \$3,000 each so we are requesting to increase each line by \$3,608.00.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
100	6	00165760-6270-FED	SHIIP GRANT	3,000.00	3,608.00		6,608.00
100	9	00195760-9356-SHIIP	Special Prog Sup-SHIIP	3,000.00	3,608.00		6,608.00
							0.00
							0.00
							0.00
							0.00

Budget Officer

- ☐ Approved
- ☐ Denied

Signature

Date

County Manager

- ☐ Approved
- ☐ Denied

Signature

Date

Board of Commissioners

- ☐ Approved
- ☐ Denied

Signature

Date

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**June 7, 2021
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Finance - Budget Amendment for GASB 84 Statement

BRIEF SUMMARY:

This budget amendment appropriates revenues and expenditures for our Department of Social Services Fund and Intergovernmental Fund. According to Statement Number 84 of the Governmental Accounting Standards Board (GASB) these funds need to change from an agency fund to a special revenue fund.

REQUESTED ACTION:

Motion to adopt the budget amendment and approve changing the fund type from agency funds to a special revenue funds.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Wendi Heglar, Finance Director

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

▢ GASB 84 Budget Amendment

Budget Revision/Amendment Request

Date: 6/21/2021

Amount: 1,575,000.00

Dept. Head: Wendi Heglar

Department: Finance

☐ Internal Transfer Within Department

☐ Transfer Between Departments/Funds

☒ Supplemental Request

This budget amendment appropriates revenues and expenditures for our Department of Social Services Fund and Intergovernmental Fund. According to Statement Number 84 of the Governmental Accounting Standards Board (GASB) these funds need to change from an agency fund to a special revenue fund.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
560	6	5610-6606	Program Fees	-	400,000.00		400,000.00
560	9	5610-9460	General Assistance	-	400,000.00		400,000.00
571	6	7110-6606	Program Fees	-	1,175,000.00		1,175,000.00
571	9	7110-9609	Legal Fees		75,000.00		75,000.00
571	9	7110-9701	Cabarrus County Schools		950,000.00		950,000.00
571	9	7110-9702	Kannapolis City Schools	-	150,000.00		150,000.00

Budget Officer

☐ Approved

☐ Denied

Signature

Date

County Manager

☐ Approved

☐ Denied

Signature

Date

Board of Commissioners

☐ Approved

☐ Denied

Signature

Date

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**June 7, 2021
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Finance - Budget Amendment for Self Insurance Dental Fund

BRIEF SUMMARY:

At the end of each fiscal year, Finance reviews the Self Insurance Dental Fund. Budgets are created and based on average weekly claims and monthly administrative fees for the prior fiscal year. There has been an increase in weekly dental claims and monthly administrative fees throughout the fiscal year.

REQUESTED ACTION:

Motion to approve the related budget amendment to budget additional revenue received from employee premiums and budget additional expenditures for administrative fees and dental claims.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Wendi Heglar, Finance Director

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▢ Budget Amendment

Date: June 21, 2021

Amount: 20,000.00

Dept. Head: Suzanne Burgess for Wendi Heglar

Department: ISF - Self Insured Dental

Internal Transfer Within Department

Transfer Between Departments/Funds

X

Supplemental Request

This budget amendment is to budget additional revenue for dental premiums received from employees and to budget additional expenditures for administrative fees and an anticipated increase in dental claims for fiscal year 2021

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
610	6	1918-6661	INSURANCE PREMIUMS - DENTAL	475,500.00	20,000.00	-	495,500.00
610	9	1918-9485	ADMINISTRATIVE FEES - DENTAL	67,340.00	4,200.00	-	71,540.00
610	9	1918-9645	SELF INSURED DENTAL CLAIMS	408,160.00	15,800.00		423,960.00

Total 0.00

Budget Officer

County Manager

Board of Commissioners

Approved

Approved

Approved

Denied

Denied

Denied

Signature

Signature

Signature

Date

Date

Date

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

June 7, 2021
4:00 PM

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Finance - Other Post Employment Benefits Trust

BRIEF SUMMARY:

The County provides certain benefits for its eligible retirees that constitute what are known as other post employment benefits (OPEB). Included in the Fiscal Year 2022 proposed budget is \$2,000,000 to invest in an OPEB Trust. The attached Trust Agreement and Resolution set up the Trust and give management the authority to invest in the Trust on behalf of the County. Once the County invests in the Trust it can only be used to pay for other post employment benefits. The County's liability at June 30, 2020 was \$34,499,299. The only way to offset this liability is to invest in an irrevocable trust. The State provides the Ancillary Governmental Participants Investment Program established by the Treasurer for local governments OPEB Trust Funds.

REQUESTED ACTION:

Motion to adopt the resolution and trust agreement.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Wendi Heglar, Finance Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ OPEB Resolution
- ▣ OPEB Trust Agreement
- ▣ Signature Card
- ▣ STIF account application



RESOLUTION TO ESTABLISH AN OPEB TRUST AND PARTICIPATE IN AGPIP

WHEREAS, the Board of Commissioners of Cabarrus County intends to establish a Local Government Other Post-Employment Benefits Trust ("OPEB Trust") pursuant to G.S. 159-30.1 for the purpose of paying post-employment benefits for which Cabarrus County is liable; and

WHEREAS, the OPEB Trust will be an irrevocable trust, and the assets of the OPEB Trust will not be subject to the claims of the Cabarrus County's creditors; and

WHEREAS, the Board of Commissioners intends to invest assets from the OPEB Trust in the Ancillary Governmental Participants Investment Program ("AGPIP") established by the Treasurer of the State of North Carolina; and

WHEREAS, Board of Commissioners has determined that it is advisable and in the best interests of Cabarrus County to contribute assets from the OPEB Trust to AGPIP, as provided in the Deposit Agreement between the Cabarrus County and the Treasurer.

NOW, THEREFORE BE IT RESOLVED by the Cabarrus County Board of Commissioners that—

1. The OPEB Trust is established by adoption of the trust agreement in Attachment 1 to this resolution;
2. The Finance Director of Cabarrus County shall serve as Plan Administrator pursuant to the provisions of the trust agreement for the OPEB Trust;
3. The OPEB Trust is established for the purpose of paying post-employment benefits for which Cabarrus County is liable;
4. The persons serving in the following positions shall serve as the trustees of the OPEB Trust:
 - a. The County Manager of Cabarrus County
 - b. A Deputy County Manager of Cabarrus County
 - c. The Finance Director of Cabarrus County
5. The OPEB Trust shall participate in AGPIP pursuant to the terms and conditions of the Deposit Agreement, which is attached to this resolution as Attachment 2 (the "Deposit Agreement");
6. The initial contribution of the OPEB Trust to AGPIP shall be \$ 2,000,000.00 (the "Contribution").

7. The Plan Administrator, the person serving in the position of County Manager of Cabarrus County, a person serving in the position of Deputy County Manager, and the person serving in the position of Finance Director of Cabarrus County (collectively, the "Authorized Representatives") shall execute and deliver the Deposit Agreement, to take any other actions deemed necessary or appropriate to consummate the transactions provided for therein, and to cause the Contribution to be made;
8. The Authorized Representatives, acting on behalf of Cabarrus County, may take all such actions as they may deem necessary or appropriate to give effect to the foregoing resolutions; and
9. All actions heretofore taken by any of the Authorized Representatives acting on behalf of Cabarrus County in furtherance of the foregoing resolutions are hereby ratified, adopted, approved, and confirmed in all respects.

ADOPTED this 21st day of June, 2021.

Stephen M. Morris, Chairman
Cabarrus County Board of Commissioners

Attest:

Clerk to the Board

**AGREEMENT ESTABLISHING
OTHER POST-EMPLOYMENT BENEFITS TRUST**

This **Trust Agreement** is entered into as of the 21st day of June, 2021, by and between Cabarrus County, North Carolina (hereinafter the “**Employer**”) and Mike Downs, Rodney Harris, and Wendi Heglar (the “**Trustees**”);

RECITALS:

WHEREAS, the governing body of the Employer adopted a resolution dated **June 21, 2021** adopting this trust agreement;

WHEREAS, the Employer wishes to establish a trust pursuant to Section 159-30.1 of the North Carolina General Statutes, to be known as the “Cabarrus County OPEB Trust” (hereinafter the “**Trust**”), for the purpose of funding its obligation to provide post-employment benefits other than pension benefits, as required to be reported under GASB 75;

WHEREAS, this Trust is established by the Employer with the intention that the Trust qualify as an irrevocable tax-exempt trust performing an essential governmental function within the meaning of Section 115 of the Internal Revenue Code of 1986, and the regulations issued thereunder, and as a tax-exempt trust under the provisions of the applicable laws of the State of North Carolina; and

WHEREAS, Employer has appointed the Trustees as trustees of the Trust, and the Trustees have accepted such appointment pursuant to the terms and conditions set forth in this Trust Agreement; and

NOW THEREFORE, for good and valuable consideration, the parties hereto agree as follows:

**ARTICLE I
DEFINITIONS**

- 1.1** “**Assets**” shall mean all contributions and transfers of assets received into the Trust on behalf of the Employer, together with the income and earnings from such contributions and transfers and any increments accruing to them, net of any investment losses, benefits, expenses or other costs.
- 1.2** “**Code**” shall mean the Internal Revenue Code of 1986, as amended from time to time.
- 1.3** “**Employer’s Agent**” shall mean an individual or entity appointed by the Employer to act in such matters as are specified in the appointment.
- 1.4** “**GASB 75**” shall mean Statement Number 75 issued by the Governmental Accounting Standards Board, regarding the reporting of OPEB Obligations.
- 1.5** “**Investment Advisory Committee**” shall mean a group of qualified private and public sector employees selected by the Employer that will be responsible for establishing and maintaining broad policies and objectives for all aspects of the Trust investments. The committee will review and approve the development or revision of all matters concerning Trust investments. Investment matters addressed by the Investment Advisory Committee shall be communicated to the Employer, and the Employer shall communicate in writing to the Trustees any such investment matters necessary for the Trustees to fulfill its duties hereunder.

- 1.6 “**OPEB**” shall mean “other post-employment benefits,” such as medical, dental, vision, life insurance, long-term care and other similar benefits, provided to retirees, other than pension benefits.
- 1.7 “**OPEB Obligation**” shall mean an Employer’s obligation to provide post-employment health care and welfare benefits to its “eligible employees” as specified in such Employer’s written policies, the Plan and/or applicable collective bargaining agreements.
- 1.8 “**Plan**” shall mean the plan document adopted by the Employer for the purpose of documenting the Employer’s OPEB Obligations and governing the Employer’s satisfaction thereof, a copy of which is attached here as Exhibit A.
- 1.9 “**Plan Administrator**” shall mean the individual designated by position of employment at the Employer to act on its behalf in all matters relating to the Plan and Trust.
- 1.10 “**Qualified Investments**” shall mean all investments authorized under Section 159-30.1(b) of the North Carolina General Statutes, including the following:
- (1) Obligations of the United States or obligations fully guaranteed both as to principal and interest by the United States.
 - (2) Obligations of the Federal Financing Bank, the Federal Farm Credit Bank, the Bank for Cooperatives, the Federal Intermediate Credit Bank, the Federal Land Banks, the Federal Home Loan Banks, the Federal Home Loan Mortgage Corporation, Fannie Mae, the Government National Mortgage Association, the Federal Housing Administration, the Farmers Home Administration, the United States Postal Service.
 - (3) Obligations of the State of North Carolina.
 - (4) Bonds and notes of any North Carolina local government or public authority, to the extent permitted in Section 159.30(c)(4) of the North Carolina General Statutes.
 - (5) Savings certificates issued by any savings and loan association organized under the laws of the State of North Carolina or by any federal savings and loan association having its principal office in North Carolina; provided, that any principal amount of such certificate in excess of the amount insured by the federal government or any agency thereof, or by a mutual deposit guaranty association authorized by the Commissioner of Banks of the Department of Commerce of the State of North Carolina, be fully collateralized.
 - (6) Prime quality commercial paper bearing the highest rating of at least one nationally recognized rating service and not bearing a rating below the highest by any nationally recognized rating service which rates of particular obligation.
 - (7) Bills of exchange or time drafts drawn on and accepted by a commercial bank and eligible for use as collateral by member banks in borrowing from a federal reserve bank, provided that the accepting bank or its holding company is either (i) incorporated in the State of North Carolina or (ii) has outstanding publicly held obligations bearing the highest rating of at least one nationally recognized rating

service and not bearing a rating below the highest by any nationally recognized rating service which rates the particular obligations.

- (8) Participating shares in a mutual fund for local government investment; provided, that the investments of the fund are limited to Qualified Investments hereunder, and the fund is certified by the Local Government Commission. The Local Government Commission shall have the authority to issue rules and regulations concerning the establishment and qualifications of any mutual fund for local government investment.
- (9) A commingled investment pool established and administered by the State Treasurer pursuant to Section 147-69.3 of the North Carolina General Statutes.
- (10) A commingled investment pool established by interlocal agreement by two or more units of local government pursuant to Sections 160A-460 through 160A-464 of the General Statutes of North Carolina, if the investments of the pool are limited to those qualifying for investment under Section 159.30(c)(4) of the North Carolina General Statutes.
- (11) Evidences of ownership of, or fractional undivided interests in, future interest and principal payments on either direct obligations of the United States government or obligations the principal of and the interest on which are guaranteed by the United States, which obligations are held by a bank or trust company organized and existing under the laws of the United States or any state in the capacity of custodian.
- (12) Repurchase agreements with respect to either direct obligations of the United States or obligations the principal of and the interest on which are guaranteed by the United States if entered into with a broker or dealer, as defined by the Securities Exchange Act of 1934, which is a dealer recognized as a primary dealer by a Federal Reserve Bank, or any commercial bank, trust company or national banking association, the deposits of which are insured by the Federal Deposit Insurance Corporation or any successor thereof if:
 - (a) Such obligations that are subject to such repurchase agreement are delivered (in physical or in book entry form) to the local government or public authority, or any financial institution serving either as trustee for the local government or public authority or as fiscal agent for the local government or public authority or are supported by a safekeeping receipt issued by a depository satisfactory to the local government or public authority, provided that such repurchase agreement must provide that the value of the underlying obligations shall be maintained at a current market value, calculated at least daily, of not less than one hundred percent (100%) of the repurchase price, and, provided further, that the financial institution serving either as trustee or as fiscal agent for the local government or public authority holding the obligations subject to the repurchase agreement hereunder or the depository issuing the safekeeping receipt shall not be the provider of the repurchase agreement;
 - (b) A valid and perfected first security interest in the obligations which are the subject of such repurchase agreement has been granted to the local

government or public authority or its assignee or book entry procedures, conforming, to the extent practicable, with federal regulations and satisfactory to the local government or public authority have been established for the benefit of the local government or public authority or its assignee;

- (c) Such securities are free and clear of any adverse third party claims; and
- (d) Such repurchase agreement is in a form satisfactory to the local government or public authority.

(13) In connection with funds subject to the arbitrage and rebate provisions of the Code, participating shares in tax-exempt mutual funds, to the extent such participation, in whole or in part, is not subject to such rebate provisions, and taxable mutual funds, to the extent such fund provides services in connection with the calculation of arbitrage rebate requirements under federal income tax law; provided, the investments of any such fund are limited to those bearing one of the two highest ratings of at least one nationally recognized rating service and not bearing a rating below one of the two highest ratings by any nationally recognized rating service which rates the particular fund.

(14) Investments of the State Treasurer authorized pursuant to Section 147-69.2(b4) of the North Carolina General Statutes.

1.11 “Registered Investment Advisor” shall mean shall mean any Registered Investment Advisor as defined by Securities and Exchange Commission regulations appointed by the Employer or Plan Administrator who has entered into a consulting or management agreement with the Employer for investing the Assets of the Trust.

ARTICLE II THE TRUST

2.1 Purpose

The purpose of the Trust is to hold assets from which to satisfy the Employer’s commitment to provide post-employment benefits (other than pension benefits), as offered by the Employer to its employees in accordance with the Employer’s policies and applicable collective bargaining agreements.

2.2 Trustee Accounting

The Trustees shall be responsible only for maintaining records and maintaining accounts for the Assets of the Trust. The Employer shall be responsible for Plan-level accounting for OPEB.

2.3 No Diversion of Assets

The Assets in the Trust shall be held in trust for the exclusive purpose of providing OPEB to eligible employees of the Employer and defraying the reasonable administrative and actuarial expenses of the Trust. The Assets in the Trust shall not be used for or diverted to any other purpose, except as expressly provided herein.

2.4 Type and Nature of Trust

Neither the full faith and credit nor the taxing power of the Employer is pledged to the distribution of benefits hereunder. Except for contributions and other amounts hereunder, no other amounts are pledged to the distribution of benefits hereunder. Distributions of benefits are neither general nor special obligations of any Employer, but are payable solely from the Assets of the Trust, as more fully described herein. No employee of any Employer or beneficiary may compel the exercise of the taxing power by any Employer.

Distributions of Assets under the Trust are not debts of any Employer within the meaning of any constitutional or statutory limitation or restriction. Such distributions are not legal or equitable pledges, charges, liens or encumbrances, upon any of the Employer's property, or upon any of its income, receipts, or revenues, except amounts in the accounts which are, under the terms of the Plan and Trust set aside for distributions. Neither the members of the governing body of the Employer nor its officers, employees, agents or volunteers are liable hereunder.

ARTICLE III ADMINISTRATIVE MATTERS

3.1 Certification to Trustees

The governing body of the Employer, or other duly authorized official, shall certify in writing to the Trustees the names and specimen signatures of the Plan Administrator and Employer's Agent, if any, and all others authorized to act on behalf of the Employer whose names and specimen signatures shall be kept accurate by the Employer acting through a duly authorized official or governing body of the Employer. The Trustees shall have no liability if it acts upon the direction of a Plan Administrator or the Employer's Agent that has been duly authorized hereunder even if that the Plan Administrator or the Employer's Agent is no longer authorized to act, unless the Employer has informed the Trustees of such change in writing.

3.2 Removal of Trustee

The Employer may remove a trustee. Such action must be in writing and delivered to the trustee by giving at least ninety (90) days' prior written notice to the trustee.

3.3 Resignation of Trustee

A trustee may resign as trustee of the Trust at any time by giving at least ninety (90) days' prior written notice to the Employer and the Plan Administrator.

3.4 Appointment of Successor Trustee

The Employer may appoint successor trustees. The Employer's appointment of a successor trustee to the Trust will vest the successor trustee with title to the Assets of its Trust upon the successor trustee's acceptance of such appointment. If one or more cotrustees remain in office, a vacancy in a trusteeship need not be filled. A vacancy in a trusteeship must be filled if the trust has no remaining trustee.

3.5 Plan Administrator

The governing body of the Employer shall have plenary authority for the administration and investment of the Trust pursuant to applicable state law and applicable federal laws and regulations. The Employer shall by resolution designate a Plan Administrator. Unless otherwise specified in the instrument the Plan Administrator shall be deemed to have authority to act on behalf of the Employer in all matters pertaining to the Trust. Such appointment of a Plan Administrator shall be effective upon receipt and acknowledgment by the Trustee and shall be effective until the Trustee is furnished with a resolution of the Employer that the appointment has been modified or terminated.

3.6 Failure to Appoint Plan Administrator

If the Employer does not appoint a Plan Administrator, or if such appointment lapses, the Employer shall be deemed to be the Plan Administrator.

3.7 Employer's Agent

The Plan Administrator, acting on behalf of the Employer, may delegate certain authority, powers and duties to Employer's Agent to act in those matters specified in the delegation. Any such delegation must be in writing that names and identifies the Employer's Agent, states the effective date of the delegation, specifies the authority and duties delegated, is executed by the Plan Administrator and is acknowledged in writing by the Employer's Agent and certified as required in Section 3.1.

3.8 Notice

Effective notice hereunder shall be delivered via United States Mail or other reliable means of delivery, including via telecopy, electronic mail or overnight delivery service, to the following:

EMPLOYER:

Cabarrus County
65 Church Street
Concord, North Carolina, 28025

Attention: Wendi Heglar, Finance Director

PLAN ADMINISTRATOR:

Wendi Heglar, Finance Director
Cabarrus County
65 Church Street
Concord, North Carolina, 28025

TRUSTEES:

Mike Downs, County Manager
Rodney Harris, Deputy County Manager
Wendi Heglar, Finance Director

ARTICLE IV THE TRUSTEES

4.1 Powers and Duties of the Trustees

Except as otherwise provided in Article V, and subject to the provisions of Article VI, the Trustees shall have full power and authority with respect to property held in the Trust to perform all acts, take all proceedings, and exercise all rights and privileges, whether specifically referred to or not in this document, as could be done, taken or exercised by the absolute owner, including, without limitation, the following:

- (a) To invest and reinvest the Assets or any part hereof in Qualified Investments pursuant to this Trust and applicable state law.
- (b) To place uninvested cash and cash awaiting distribution in any type of interest-bearing account including, without limitation, time certificates of deposit or interest-bearing accounts issued by a commercial bank or savings and loan association organized under the laws of the State of North Carolina or having its principal office in North Carolina;
- (c) To borrow money for the purposes of the Trust from any source with or without giving security; to pay interest; to issue promissory notes and to secure the repayment thereof by pledging all or any part of the Assets;
- (d) To take all of the following actions: to vote proxies of any stocks, bonds or other securities; to give general or special proxies or powers of attorney with or without power of substitution; to exercise any conversion privileges, subscription rights or other options, and to make any payments incidental thereto; to consent to or otherwise participate in corporate reorganizations or other changes affecting corporate securities and to delegate discretionary powers and to pay any assessments or charges in connection therewith; and generally to exercise any of the powers of an owner with respect to stocks, bonds, securities or other property held in the Trust;
- (e) To make, execute, acknowledge and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;
- (h) To exercise all the further rights, powers, options and privileges granted, provided for, or vested in trustees generally under applicable federal or state laws as amended from time to time, it being intended that, except as herein otherwise provided, the powers conferred upon the Trustees herein shall not be construed as being in limitation of any authority conferred by law, but shall be construed as consistent or in addition thereto.

4.2 Additional Trustee Powers

In addition to the other powers enumerated above, the Trustees in any and all events are authorized and empowered:

- (a) To pay administrative fees as directed by the Plan Administrator;

- (b) To invest funds pending required directions in a designated account as directed by the Investment Advisory Committee or if there is no designated account, any type of interest-bearing account including without limitation, time certificates of deposit or interest-bearing accounts issued by a commercial bank or savings and loan association organized under the laws of the State of North Carolina or having its principal office in North Carolina or any affiliate thereof;
- (c) To cause all or any part of the Trust to be held in the name of the Trustees (which in such instance need not disclose its fiduciary capacity) or, as permitted by law, in the name of any nominee, and to acquire for the Trust any investment in bearer form, but the books and records of the Trust shall at all times show that all such investments are a part of the Trust and the Trustees shall hold evidences of title to all such investments;
- (d) To appoint a custodian with respect to the Trust Assets;
- (e) To employ such agents and counsel as may be reasonably necessary in managing and protecting the Assets and to pay them reasonable compensation from the Trust; to employ any broker-dealer, including a broker-dealer affiliated with the Trustees, and pay to such broker-dealer at the expense of the Trust, its standard commissions; to settle, compromise or abandon all claims and demands in favor of or against the Trust; and to charge any premium on bonds purchased at par value to the principal of the Trust without amortization from the Trust, regardless of any law relating thereto;
- (f) To abandon, compromise, contest, arbitrate or settle claims or demands; to prosecute, compromise and defend lawsuits, but without obligation to do so, all at the risk and expense of the Trust;
- (g) To exercise and perform any and all of the other powers and duties specified in this Trust Agreement or the Plan;
- (h) To permit such inspections of documents at the principal office of the Trustees as are required by law, subpoena or demand by a United States agency;
- (i) To comply with all requirements imposed by applicable provisions of law;
- (j) To seek written instructions from the Plan Administrator or other fiduciary on any matter and await their written instructions without incurring any liability. If at any time the Plan Administrator or the fiduciary should fail to give directions to the Trustees, the Trustees may act in the manner that in its discretion seems advisable under the circumstances for carrying out the purposes of the Trust;
- (k) To compensate such executive, consultant, actuarial, accounting, investment, appraisal, administrative, clerical, secretarial, medical, custodial, depository and legal firms, personnel and other employees or assistants as are engaged by the Plan Administrator in connection with the administration of the Plan and to pay from the Trust the necessary expenses of such firms, personnel and assistants, to the extent not paid by the Plan Administrator;
- (l) To act upon proper written directions of the Employer, Plan Administrator or Employer's Agent;

- (m) To pay from the Trust the expenses reasonably incurred in the administration thereof, as provided in the Plan;
- (n) To hold uninvested reasonable amounts of cash whenever it is deemed advisable to do so to facilitate disbursements or for other operational reasons,
- (o) To have and to exercise such other additional powers as may be advisable for the effective and economical administration of the Trust.

ARTICLE V INVESTMENTS

5.1 Trust Investments

The Employer and the Investment Advisory Committee, if any, shall have responsibility to select Qualified Investments for the Trust Assets. The Employer and the Investment Advisory Committee, if any, may appoint a Registered Investment Advisor to the Trust by executing a written consulting or management agreement with said Registered Investment Advisor.

5.2 Trustee Fees

As may be agreed upon, in writing, between the Employer and the Trustees, the Trustees will be paid reasonable compensation for services rendered or reimbursed for expenses properly and actually incurred in the performance of duties with respect to the Trust. The Trustees shall be entitled to receive its fees and expenses when due directly from the Trust. Notwithstanding the foregoing, any Trustee who is an employee of the Employer shall receive no fee for service as a Trustee hereunder.

5.3 Contributions

Eligible employees may be permitted to make contributions to the Trust, subject to approval of the Plan Administrator. The Plan Administrator shall, on behalf of the Employer, make all contributions to the Trustees. Such contributions shall be in cash, unless the Trustees agree to accept a contribution that is not in cash. All contributions shall be paid to the Trustees for investment and reinvestment pursuant to the terms of this Trust Agreement. The Trustees shall not have any duty to determine or inquire whether any contributions to the Trust made to the Trustees by the Plan Administrator are in compliance with the Employer's policies and applicable collective bargaining agreements and applicable state law, nor shall the Trustees have any duty or authority to compute any amount to be paid to the Trustees by the Plan Administrator; nor shall the Trustees be responsible for the collection or adequacy of the contributions to meet the Employer's OPEB Obligation, as may be determined under GASB 75. The contributions received by the Trustees from the Employer shall be held and administered pursuant to the terms hereof without distinction between income and principal.

5.4 Records

- (a) The Trustees shall maintain accurate records and detailed accounts of all investments, receipts, disbursements and other transactions hereunder. Such records shall be available at all reasonable times for inspection by the Employer and Plan Administrator.

The Trustees shall, at the direction of the Plan Administrator, submit such valuations, reports or other information as the Plan Administrator may reasonably require.

(b) The Assets of the Trust shall be valued at their fair market value on the date of valuation, as determined by the Trustees based upon such sources of information as it may deem reliable; provided, however, that the Plan Administrator shall instruct the Trustees as to valuation of assets which are not readily determinable on an established market. The Trustees may rely conclusively on such valuations provided by the Plan Administrator and shall be indemnified and held harmless by the Employer with respect to such reliance. If the Plan Administrator fails to provide such values, the Trustees may take whatever action it deems reasonable, including employment of attorneys, appraisers or other professionals, the expense of which will be an expense of administration of the Trust. Transactions in the account involving such hard to value assets may be postponed until appropriate valuations have been received and the Trustees shall have no liability therefore.

5.5 Statements

(a) Periodically as specified, and within ninety (90) days after June 30, Trustees shall render to the Plan Administrator as directed, a written account showing in reasonable summary the investments, receipts, disbursements and other transactions engaged in by the Trustees during the preceding fiscal year or period with respect to the Trust. Such account shall set forth the assets and liabilities of the Trust valued as of the end of the accounting period.

(b) The Plan Administrator may approve such statements either by written notice or by failure to express objections to such statements by written notice delivered to the Trustees within ninety (90) days from the date the statement is delivered to the Plan Administrator. Upon approval, the Trustees shall be released and discharged as to all matters and items set forth in such statement as if such account had been settled and allowed by a decree from a court of competent jurisdiction.

5.6 Exclusive Benefit

The Assets of the Trust shall be held in trust for the exclusive purpose of providing OPEB to the eligible employees of the Employer pursuant to the Employer's policies and applicable collective bargaining agreements, and defraying the reasonable expenses associated with the providing of such benefits, and shall not be used for or diverted to any other purpose.

ARTICLE VI FIDUCIARY RESPONSIBILITIES

6.1 More Than One Fiduciary Capacity

Any one or more of the fiduciaries with respect to the Trust Agreement or the Trust may, to the extent required thereby or as directed by the Plan Administrator pursuant to this Trust Agreement, serve in more than one fiduciary capacity with respect to the Trust Agreement and the Trust.

6.2 Fiduciary Discharge of Duties

Except as otherwise provided by applicable law, each fiduciary shall discharge such fiduciary's duties with respect to the Trust Agreement and the Trust:

- (a) Solely in the interest of the eligible employees and for the exclusive purpose of providing OPEB to eligible employees, and defraying reasonable administrative and actuarial expenses associated with providing such benefits; and
- (b) With the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims.

6.3 Limitations on Fiduciary Responsibility

To the extent allowed by the state law applicable to this Trust Agreement:

- (a) No fiduciary shall be liable with respect to a breach of fiduciary duty by any other fiduciary if such breach was committed before such party became a fiduciary or after such party ceased to be a fiduciary;
- (b) No fiduciary shall be liable for a breach by another fiduciary except as provided by law; and
- (c) No fiduciary shall be liable for carrying out a proper direction from another fiduciary, including refraining from taking an action in the absence of a proper direction from the other fiduciary possessing the authority and responsibility to make such a direction, which direction the fiduciary in good faith believes to be authorized and appropriate.

6.4 Indemnification

The Trustees shall not be liable for, and the Employer shall indemnify, defend and hold the Trustees harmless from and against any claims, demands, loss, costs, expense or liability in connection with this Trust Agreement, including reasonable attorneys' fees and costs incurred by the Trustees, arising as a result of Employer's active or passive negligent act or omission or willful misconduct in the execution or performance of the Employer's duties under this Trust Agreement.

In addition, the Trustees shall not be liable for, and Employer shall indemnify and hold the Trustees harmless from and against any claims, demands, loss, costs, expense or liability arising out of or in connection with this Trust Agreement, including reasonable attorneys' fees and costs incurred by the Trustee, in the event that the Trust loses or fails to qualify for tax exempt status under Section 115 of the Code or as a tax-exempt trust under the provisions of North Carolina law, unless such results directly or indirectly from the active or passive negligent act or omission of the Trustees or an employee or agent thereof.

This section shall survive the termination of this Trust Agreement.

ARTICLE VII AMENDMENT, TERMINATION AND MERGER

7.1 No Obligation to Continue Trust

Continuance of the Trust and continuation of the Employer's policies and applicable collective bargaining agreements that provide OPEB are not assumed as contractual obligations of the Employer.

7.2 Amendments

(a) The Trust Agreement may only be amended or terminated as provided herein. The Employer shall have the right to amend this Trust Agreement from time to time, and to similarly amend or cancel any amendments. A copy of all amendments shall be delivered to the Trustees and Plan Administrators promptly as each is made.

(b) Such amendments shall be set forth in an instrument in writing executed by the Employer and the Trustees. Any amendment may be current, retroactive or prospective; provided, however, that no amendment shall:

(1) Cause the Assets of any Trust to be used for or diverted to purposes other than for the exclusive benefit of eligible employees of the Employer or for the purpose of defraying the reasonable expenses of administering such Trust;

(2) Have any retroactive effect so as to reduce the benefits of any eligible employees as of the date the amendment is adopted, except that such changes may be made as may be required to permit this Trust Agreement to meet the requirements of applicable law; or

(3) Change or modify the duties, powers or liabilities of the Trustees hereunder without its consent.

7.3 Termination of the Plan

A termination of the Employer's obligation to provide OPEB pursuant to the Employer's policies and applicable collective bargaining agreements for which the Trust was established shall not, in itself, effect a termination of the Trust. Upon any termination of the Employer's obligation to provide OPEB pursuant to the Employer's policies and/or applicable collective bargaining agreements, the Assets of the Trust shall be distributed by the Trustees when directed by the Plan Administrator. From and after the date of such termination and until final distribution of the Assets the Trustees shall continue to have all the powers provided herein as are necessary or expedient for the orderly liquidation and distribution of such assets and the Trust shall continue until the Assets have been completely distributed in accordance with the Employer's policies and/or applicable collective bargaining agreements.

7.4 Fund Recovery Based on Mistake of Fact

Except as hereinafter provided, the Assets of the Trust shall never inure to the benefit of the Employer. The Assets shall be held for the exclusive purposes of providing post-employment health care and welfare benefits to eligible employees and defraying

reasonable expenses of administering the Trust. However, in the case of a contribution which is made by an Employer because of a mistake of fact, that portion of the contribution relating to the mistake of fact (exclusive of any earnings or losses attributable thereto) may be returned to the Employer, provided such return occurs within two (2) years after discovery by the Employer of the mistake. If any repayment is payable to the Employer, then, as a condition precedent to such repayment, the Employer shall execute, acknowledge and deliver to the Trustees its written undertaking, in a form satisfactory to the Trustees, to indemnify, defend and hold the Trustees harmless from all claims, actions, demands or liabilities arising in connection with such repayment.

7.5 Termination

The Trust may be terminated only by the Employer. Such action must be in writing and delivered to the Trustees in accordance with the terms of this Trust Agreement.

ARTICLE VIII MISCELLANEOUS PROVISIONS

8.1 Nonalienation

Eligible employees do not have an interest in the Trust. Accordingly, the Trust shall not in any way be liable to attachment, garnishment, assignment or other process, or be seized, taken, appropriated or applied by any legal or equitable process, to pay any debt or liability of an eligible employee or any other party. Trust Assets shall not be subject to the claims of the Employer or the claims of its creditors.

8.2 Saving Clause

In the event any provision of this Trust Agreement and each Trust are held illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining parts of the Trust Agreement and/or Trust, but this instrument shall be construed and enforced as if said provision had never been included.

8.3 Applicable Law

This Trust Agreement shall be construed, administered and governed under the Code and the law of the State of North Carolina. To the extent any of the provisions of this Trust Agreement are inconsistent with the Code or applicable state law, the provisions of the Code or state law shall control. In the event, however, that any provision is susceptible to more than one interpretation, such interpretation shall be given thereto as is consistent with the Trust Agreement being a tax-exempt trust within the meaning of the Code.

8.4 Employment of Counsel

The Trustees may consult with legal counsel (who may be counsel for the Trustees or the Employer) and charge the Trust. The Trustees shall be fully protected in relying on advice of such counsel.

8.5 Gender and Number

Words used in the masculine, feminine or neuter gender shall each be deemed to refer to the other whenever the context so requires; and words used in the singular or plural number shall each be deemed to refer to the other whenever the context so requires.

8.6 Headings

Headings used in this Trust Agreement are inserted for convenience of reference only and any conflict between such headings and the text shall be resolved in favor of the text.

8.7 Counterparts

This Trust Agreement may be executed in an original and any number of counterparts by the Employer and Trustees, each of which shall be deemed to be an original of the one and the same instrument.

AGREED TO AND ACCEPTED this 21 day of June, 2021 .

TRUSTEES

Michael Downs, County Manager

Rodney Harris, Deputy County Manager

Wendi Heglar, Finance Director

EMPLOYER

Cabarrus County, NORTH CAROLINA

By: _____
Stephen M. Morris, Chairman
Cabarrus County Board of Commissioners

Attest:

Clerk to the Board

EXHIBIT A

Per the Cabarrus County Personnel Ordinance

Section 2. Health Care and Insurance Benefits

Cabarrus County provides basic group health and life insurance benefit plans for:

1. Current full time employees with coverage beginning the first day of the month after a full month of employment and ending on the last day of the month when separation occurs.
2. Eligibility for retiree health requires that an employee be classified as full time (9101) for at least their final 12 months of employment and enrolled in the County health insurance plan at the time of retirement from Cabarrus County. Retirement is considered a qualifying event and will provide an opportunity to opt in for health insurance if all other qualifiers are met.
3. Retirees from County service under the North Carolina Local Governmental Employees' Retirement System hired July 1, 1997 or after and those who opted for retirement health care coverage at that time (employees subject to the requirements listed under Schedule A of Article VI, Section 5 of this ordinance) may continue or decline coverage from their last employment date until they become eligible for Medicare (or reach the age when they would have had such benefits if they had been qualified for Social Security). This decision should be made prior to retirement, but no later than 60 days after retirement from the County.
4. Retirees from County service under the North Carolina Local Governmental Employees' Retirement System who declined retirement health care coverage July 1, 1997 (employees subject to the requirements listed under Schedule B of Article VI, Section 5 while actively employed with the County) may only purchase health care coverage for themselves and their eligible dependents to the extent mandated by the Consolidated Omnibus Budget Reconciliation Act (COBRA). Life insurance is not provided by the County; however, coverage may be converted to a private plan at separation. Election of dependent coverage must happen at the time of separation from employment. Retirees will not be able to add dependents at a later time.
5. Employees and retirees may be required to participate in paying premiums for basic group health care and life insurance plans.
6. Current full time employees may purchase dependent health care coverage through a County group plan. Changes in the number of dependents covered may only occur at an annual open enrollment or when there is a qualifying event, as defined for Internal Revenue Service Code Section 125 purposes. Retirees covered under item 2 above may also purchase dependent health care coverage through a County group plan. Changes in the number of dependents covered may only occur at the time of initial retirement set up.
7. Retirees and their dependents with health care coverage are required to notify the County when they become Medicare eligible.
8. Premium payments required for employee, retiree, and/or dependent health plan benefit coverage must be made to the County by the 25th day of the month prior to the month for which coverage is needed. If an employee is on paid leave, premium payments must be paid by the method normally used. If the required premium payment is more than 30 days late, the health plan benefit coverage

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will terminate retroactively to the first day of the month for which the premium payment was due. Termination of coverage may occur without notice and results in ineligibility for reinstatement of coverage, except as may be required by law.

Optional health, life, and other group insurance programs are available through payroll deduction for full time employees as voluntary benefits. The maintenance of voluntary benefits is the responsibility of the employee and includes making arrangements for premium payments during periods of unpaid leave. Termination of coverage may occur without notice and results in ineligibility for reinstatement of coverage, except as may be required by law. Optional or supplemental County sponsored health and life insurance programs are not available to retirees.

Section 3. – Retiree Health Benefits

County health and life insurance coverage (\$20,000) will be provided to employees retiring from Cabarrus County, qualifying for retirement as a member of the North Carolina Local Government Employees' Retirement System (NCLGERS) AND who have retained the option to receive retiree health and life insurance benefits through Cabarrus County.

Employee eligibility is excluded by any of the following: 1) Declining one-time offer of coverage at the time of retirement, 2) conviction of or entering into a plea of no contest to a criminal act causing financial injury to Cabarrus County, 3) not serving the last five years prior to retirement with Cabarrus County or 4) becoming eligible for Medicare.

Other conditions:

- Retiree premiums will be paid at the current actuarial premium rate and will be provided to the retired employee until they become eligible for Medicare (or reach the age where such benefits are available based on Social Security qualifications). The retiree is required to notify the County when they become Medicare eligible.
- Employee must be actively enrolled in the Cabarrus County health insurance plan at the time of retirement from NCLGERS.
- If an employee retires with this benefit and is later rehired or employed with another jurisdiction that participates in NCLGERS and offers health insurance (and the employee is eligible for retirement benefits), then the retiree health insurance benefits provided by Cabarrus County will be terminated.
- Retirees will be subject to any cost sharing required of current employees.
- 100% premium group are eligible for 100% of discounts offered to employees.
- 50% premium equals the current actuarial premium rate for the retiree health insurance plan and this group will be limited to 50% of any discounts offered employees.
- Premiums amounts are subject to change.
- Premium payments required for retiree and/or dependent health plan benefit coverage must be made to the County by the 25th day of the month prior to the month for which coverage is needed. If the required premium payment is more than 30 days late, the health plan benefit coverage will terminate retroactively to the first day of the month for which the premium payment was due. Termination of coverage may occur without notice and results in ineligibility for reinstatement of coverage, except as may be required by law.

The following information and table indicates the required years of service to receive County paid health insurance premiums based on employee's most recent hire/rehire date:

New Hires/Rehires effective November 1, 2016 and thereafter:

- Qualify for 100% premium coverage with 25 or more years of creditable service to Cabarrus County.

- Qualify for 50% premium (calculated at the current actuarial premium rate) with more than 15 years of creditable service to Cabarrus County.
- Hires/Rehires between November 1, 2003 and October 31, 2016:
- Qualify for 100% premium coverage with 25 or more years of creditable service to Cabarrus County.
- Qualify for 50% premium (calculated at the current actuarial premium rate) with more than 10 years of creditable service to Cabarrus County.
- Hires/Rehires between July 1, 1997 and October 31, 2003:
- Qualify for 100% premium coverage with 10 or more years of creditable service to Cabarrus County.
- Employees hired between these dates and whom have continuous employment with the County until the date of their retirement from Cabarrus County will be vested to receive “County paid health plan and life insurance coverage”.

Hired Prior to July 1, 1997:

- If conditions above are all met to retain eligibility, employees agreeing to move to Vacation Schedule A (signed the acceptance agreement), will qualify for 100% premium coverage.
- Employees declining vacation modification (signed the declination agreement) remained on Vacation Schedule B and are not eligible for retiree health insurance.

Retirees must meet all eligibility requirements including last 5 years as County employee. Hire/Rehire Date	Eligible for 100%	Eligible for 50%	Not eligible
Prior to 7/1/97	If signed acceptance agreement for reduced vacation	If signed declination agreement for reduced vacation	
7/1/97-10/31/03*	10 years	N/A	
11/1/03 – 10/31/16	25 years	10 years	
11/1/16 or after	25 years	15 years	

*If employees leave and return, they will restart under the current guidelines; this option above will end.

**NORTH CAROLINA DEPARTMENT OF STATE TREASURER
SIGNATURE CARD FOR DISBURSING AND STIF ACCOUNTS**

This card is to be executed by the agency head, board chairman or president of any entity; authorized by the NC State Controller's Office to maintain a disbursing account with the State Treasurer, pursuant to North Carolina General Statute ("N.C.G.S.") § 147-74; or authorized to maintain a Short-term Investment Fund (STIF) account with the State Treasurer pursuant to either N.C.G.S. § 147-69.3(b), N.C.G.S. § 116-36.1 or N.C.G.S. § 147-86.11(e)(1a). Updated cards should be filed with the State Treasurer whenever changes occur.

Effective Date: _____

Agency Name: _____ Customer ID(AAA####): _____

Account Number: ____ - ____ - ____ - ____ - ____ Type Account: Disbursing ☐ or STIF ☐

Account Name: _____

Individual(s) authorized to transact business on the above account (show facsimile signature if used):

Printed Name and Title

Signature

_____	_____
_____	_____
_____	_____
_____	_____

Certification of Agency Head, President or Chairman:

I certify that the information provided in this form is true and correct. The above individuals are authorized to act in the capacity indicated and to transact business on behalf of the agency on the accounts listed above.

Printed Name

Signature

Date

If a disbursing account, this should be the same individual who executes OSC's Delegation of Disbursing Authority, which is available at: [NC OSC: Disbursing Accounts](#)

CONTACTS

Agency's Chief Fiscal Officer

Name: _____

Address: _____

Telephone: _____

E-mail Address: _____

Account Contact

Name: _____

Address: _____

Telephone: _____

E-mail Address: _____

Department of State Treasurer
Short-Term Investment Fund (STIF) or Disbursing Account Application

Applying Entity: _____
Type of Entity: _____
_____ State Agency _____ Community College _____ Commission/Board
_____ Local Education Agency _____ University _____ Other - with a State
employee/official being
the custodian

Select one:
_____ Disbursing Account
_____ Short-Term Investment Fund (STIF) Account
If STIF, select Statutory Authority for participation:
_____ G.S. 147-86.11(e)(1a)-(Required)
_____ G.S. 147-69.3(b)-(Voluntary)
_____ G.S. 116-36.1-(University)

Custodian (Authorized Official): Name: _____ Title: _____ Address: _____ _____ _____ Telephone: _____ Email: _____	Primary Contact (if different from Custodian): Name: _____ Title: _____ Address: _____ _____ _____ Telephone: _____ Email: _____
--	--

Accounting:
Are the funds included in the State's Comprehensive Annual Financial Report _____ Yes/No
If "No", in which entity's annual financial report are the funds included? _____

Certification of Authorized Official:

I certify that the information provided in this form is true and correct. The above individual is authorized to act in the capacity indicated and to transact business on behalf of the agency.

_____ Name (Print)	_____ Signature
_____ Title	_____ Date

For use by the Department of State Treasurer:

Account #: _____	Date: _____
Flexcube Cust. ID #: _____	Date: _____
Copy of this application provided to the Office of State Controller: _____	Date: _____

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**June 7, 2021
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Finance - Uniform Guidance for Federal Procurement

BRIEF SUMMARY:

The Federal Government has given local governmental entities permission to increase the micro-purchasing threshold from \$10,000 to as much as \$50,000. Currently the State of North Carolina has a minimum purchasing threshold of \$30,000. The county is requesting approval to increase its federal micro-purchasing threshold limit to match that of the State of North Carolina's.

REQUESTED ACTION:

Motion to approve an increase of the federal micro-purchasing threshold to \$30,000 and adopt the resolution.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Tom Nunn, Procurement Officer

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- Resolution



RESOLUTION AUTHORIZING INCREASE IN MICRO-PURCHASE THRESHOLD

WHEREAS, from time to time, Cabarrus County purchases goods and services using federal funding subject to the procurement standards in 2 C.F.R. Part 200, Subpart D;

WHEREAS, the County's procurement of such goods and services is subject to the *Purchasing Policy and Procedures*, as most recently amended on November 26, 2018;

WHEREAS, the County is a non-federal entity under the definition set forth in 2 C.F.R. § 200.1;

WHEREAS, pursuant to 2 C.F.R. § 200.320(a)(1)(ii), a non-federal entity may award micro-purchases without soliciting competitive price or rate quotations if the non-federal entity considers the price to be reasonable based on research, experience, purchase history or other information and documents that the non-federal entity files accordingly;

WHEREAS, pursuant to 2 C.F.R. § 200.320(a)(1)(iii), a non-federal entity is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures;

WHEREAS, pursuant to 2 C.F.R. § 200.320(a)(1)(iv), a non-federal entity may self-certify on an annual basis a micro-purchase threshold not to exceed \$50,000 and maintain documentation to be made available to a federal awarding agency and auditors in accordance with 2 C.F.R. § 200.334;

WHEREAS, pursuant to 2 C.F.R. § 200.320(a)(1)(iv), such self-certification must include (1) a justification for the threshold, (2) a clear identification of the threshold, and (3) supporting documentation, which, for public institutions, may be a "higher threshold consistent with State law";

WHEREAS, G.S. 143-129(a) and G.S. 143-131(a) require the County to conduct a competitive bidding process for the purchase of (1) "apparatus, supplies, materials, or equipment" where the cost of such purchase is equal to or greater than \$30,000, and (2) "construction or repair work" where the cost of such purchase is greater than or equal to \$30,000;

WHEREAS, North Carolina law does not require a unit of local government to competitively bid for purchase of services other than services subject to the qualifications-based selection process set forth in Article 3D of Chapter 143 of the North Carolina General Statutes (the "Mini-Brooks Act");

WHEREAS, G.S. 143-64.32 permits units of local government to exercise, in writing, an exemption to the qualifications-based selection process for services subject to the Mini-Brooks Act for particular projects where the aggregate cost of such services do not exceed \$50,000; and

WHEREAS, pursuant to 2 C.F.R. § 200.320(a)(1)(iv), the Board of Commissioners of Cabarrus County now desires to adopt higher micro-purchase thresholds than those identified in 48 C.F.R. § 2.101.

NOW, THEREFORE BE IT RESOLVED by the Cabarrus County Board of Commissioners:

1. In accordance with 2 C.F.R. § 200.320(a)(1)(iv) and the applicable provisions of North Carolina law, the Cabarrus County hereby self-certifies the following micro-purchase thresholds, each of which is a “higher threshold consistent with State law” under 2 C.F.R. § 200.320(a)(1)(iv)(C) for the reasons set forth in the recitals to this resolution.
2. The self-certification made herein shall be effective for Fiscal Year 2022, but shall not be applicable to federal financial assistance awards issued prior to November 12, 2020, including financial assistance awards issued prior to that date under the Coronavirus Aid, Relief, and Economic Support (CARES) Act of 2020 (Pub. L. 116-136).
3. If Cabarrus County receives funding from a federal grantor agency that adopts a threshold more restrictive than those contained herein, the County shall comply with the more restrictive threshold when expending such funds.
4. The County shall maintain documentation to be made available to a federal awarding agency, any pass-through entity, and auditors in accordance with 2 C.F.R. § 200.334.
5. The County Manager is hereby authorized to revise the *Purchasing Policy and Procedures* to reflect the increased micro-purchase thresholds specified herein, and to take all such actions, individually and collectively, to carry into effect the purpose and intent of the foregoing resolution.

ADOPTED this 21st day of June, 2021.

Stephen M. Morris, Chairman
Cabarrus County Board of Commissioners

Attest:

Clerk to the Board

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**June 7, 2021
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Finance - Update of Capital Project Fund Budgets and Related Project Ordinances

BRIEF SUMMARY:

Each year the multi-year fund budgets and project ordinances are evaluated and updated.

Based on the Finance Department's evaluation:

Budget amendments and project ordinance updates are included with this agenda for the Construction and Renovation Fund (Fund 343), the Small Projects Fund (Fund 460), the Sheriff's Fund (Fund 461), the County Capital Projects Fund (Fund 380) and the School Capital Project Fund (Fund 390).

The Northeast Area Land and Park are moving from the Small Project Fund and the Construction and Renovation Fund to the County Capital Projects Fund. The deferred maintenance is also budgeted for fiscal year 2022.

The following paygo (cash) projects are also included in the budget amendment -

\$1,500,000 for engineering for R. Brown McAllister

\$300,000 for the fiber infrastructure project

\$550,000 for the firing range project

REQUESTED ACTION:

Motion to approve the Multi-year Budget Amendments and revised Project Ordinances.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Wendi Heglar, Finance Director

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▢ Budget Amendment
- ▢ 343 Project Ordinance
- ▢ 380 Project Ordinance
- ▢ 390 Project Ordinance
- ▢ 461 Project Ordinance
- ▢ 460 Project Ordinance

Budget Revision/Amendment Request

Date: 6/21/2021

Amount: 9,664,175.00

Dept. Head: Wendi Heglar

Department: Finance

☐ Internal Transfer Within Department

☒ Transfer Between Departments/Funds

☐ Supplemental Request

This budget amendment is to transfer and budget funds for Northeast Area Park and Land purchase, deferred maintenance projects, R Brown McAllister engineering, and other improvements for fiber infrastructure and Firing Range.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
343	9	8140-9708-0300	Cont to Capital Project Fund		589,024.48		589,024.48
343	6	8140-6910-0300	Cont From Capital Projects Fund	1,000,000.00		1,000,000.00	0.00
343	9	8140-9801-0300	Land Acquisition	1,000,000.00		1,000,000.00	0.00
343	9	8140-9830-0300	Other Improvements	589,024.48		589,024.48	0.00
460	9	4230-9801	Land Acquisition	1,000,000.00		1,000,000.00	0.00
460	9	0000-9708	Cont to Capital Project Funds	1,785,000.00	1,000,000.00		2,785,000.00
460	6	4230-6023	Deferred Tax Collections	1,000,000.00		1,000,000.00	0.00
460	6	0000-6023	Deferred Tax Collections	1,733,510.00	1,000,000.00		2,733,510.00
380	6	8140-6910-0300	Cont from Capital Project Fund		589,024.00		589,024.00
380	6	8140-6918-2022A	Proceeds from LOBS		1,575,000.00		1,575,000.00
380	9	8140-9830-0300	Other Improvements		2,164,024.00		2,164,024.00
380	6	4230-6023	Cont From Capital Projects Fund		2,000,000.00		2,000,000.00
380	6	4230-6918-2022A	Proceeds from LOBS		1,650,151.00		1,650,151.00
380	9	4230-9801	Land Acquisition		3,650,151.00		3,650,151.00
380	9	1940-9501-DM	Building & Grounds Maintenance - DM	875,000.00	1,000,000.00		1,875,000.00
380	9	1952-9501-DM	Building & Grounds Maintenance - DM	775,000.00	1,100,000.00		1,875,000.00

380	9	2110-9501-DM	Building & Grounds Maintenance - DM	495,000.00	400,000.00		895,000.00
380	6	2110-6902-DM	Cont From General Fund	495,000.00	400,000.00		895,000.00
380	6	1952-9501-DM	Cont From General Fund	775,000.00	1,100,000.00		1,875,000.00
380	6	1940-9501-DM	Cont From General Fund	875,000.00	1,000,000.00		1,875,000.00
100	9	0000-9708	Cont to Capital Projects Fund	2,100,000.00	4,850,000.00		6,950,000.00
100	9	0000-9830-AVAIL	Other Improvements	11,686,377.00		4,850,000.00	6,836,377.00
390	6	7340-6902	Cont From General Fund R. Brown McAllister		1,500,000.00		1,500,000.00
390	9	7340-9606	Engineers		1,500,000.00		1,500,000.00
380	6	1810-6902-TECH	Cont From General Fund Fiber Infrastructure	-	300,000.00		300,000.00
380	9	1810-9830-TECH	Other Improvements	420,000.00	300,000.00		720,000.00
380	6	2210-6902-RANGE	Cont From General Fund Firing Range		550,000.00		550,000.00
380	9	2110-9830-RANGE	Other Improvements	1,900,000.00	550,000.00		2,450,000.00

Budget Officer

- ☐ Approved
☐ Denied

Signature

Date

County Manager

- ☐ Approved
☐ Denied

Signature

Date

Board of Commissioners

- ☐ Approved
☐ Denied

Signature

Date

CABARRUS COUNTY CONSTRUCTION AND RENOVATION PROJECT BUDGET ORDINANCE

BE IT ORDAINED by the Board of Commissioners of Cabarrus County, North Carolina that, Pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section I.

- A. The project authorized is the various County construction and renovation related projects. Details of the projects are listed in section C. of this Project Ordinance.
- B. The officers of this unit are hereby directed to proceed with this capital project within the terms of the Generally Accepted Accounting Principles (GAAP) and the budget contained herein.
- C. It is estimated that the following revenues will be available to complete capital projects as listed.

Park & Recreation Trust Fund (PARTF) Grant	\$ 350,000
Rental – Tower Lease	1,056,214
Sale of Fixed Assets	1,012,442
Contributions and Donations	223,036
General Fund Contribution	3,914,144
Lease Proceeds (Robert Wallace Park)	3,666,394
Capital Projects Fund Contribution	2,926,264
Capital Reserve Fund Contribution	9,035,937
Special Revenue Contribution	41,438

TOTAL REVENUES	\$22,225,869
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- D. The following appropriations are made as listed.

Government Management Furniture & Fixtures	\$ 26,300
Enterprise Physical Security	300,000
County Website Design	283,750
Jail Camera Upgrade	172,607
Sheriff Radio Communications Tower	160,000
Public Safety Training Center	90,000
EMS Co-location – Concord Fire #11	482,761
Emergency Communications Equip & Ethernet Backhaul	2,929,605
JM Robinson High School Wetlands Mitigation	100,000
Robert Wallace Park	8,147,965
Carolina Thread Trail	109,329
Frank Liske Park – Lower Lot Restrooms	728,506
Arena – Lighting Control System Replacement	175,000
Arena – Building & Storage Replacement	161,000
Arena – Equipment & Furniture	116,438
Contribution to County Capital Projects Fund	8,212,811
Unassigned	29,797

TOTAL EXPENDITURES	\$22,225,869
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GRAND TOTAL – REVENUES	\$22,225,869
GRAND TOTAL – EXPENDITURES	\$22,225,869

Section II.

- A. Special appropriations to non-profit organizations shall be distributed after the execution of an agreement which ensures that all County funds are used for statutorily permissible public purposes.
- B. The County Manager or designee is hereby authorized to transfer appropriations within or between funds, or modify revenue and expenditure projections as contained herein under the following conditions:
 - 1. The Manager may transfer amounts between objects of expenditure and revenues within a function without limitation.
 - 2. The County Manager may transfer amounts up to \$500,000 between functions of the same fund.
 - 3. The County Manager may transfer amounts between contingency funds which are set aside for a specific project for budgetary shortfalls or upon the appropriate approval of a change order.
 - 4. The County Manager is authorized to transfer funds from the General Fund or Capital Reserve Fund to the appropriate fund for projects approved within the Capital Improvement Plan for the current fiscal year.
 - 5. Upon notification of funding increases or decreases to existing grants or revenues, or the award of grants or revenues, the Manager or designee may adjust budgets to match, including grants that require a County match for which funds are available.
 - 6. The Manager or designee may adjust debt financing from estimated projections to actual funds received.
 - 7. The County Manager may enter into and execute change orders or amendments to construction contracts in amounts less than \$90,000 when the appropriate annual budget or capital project ordinance contains sufficient appropriated but unencumbered funds.
 - 8. The County Manager may award and execute contracts which are not required to be bid or which G.S. 143-131 allows to be let on informal bids so long as the annual budget or appropriate capital project ordinance contains sufficient appropriated but unencumbered funds for such purposes.
 - 9. The County Manager may execute contracts with outside agencies to properly document budgeted appropriations to such agencies where G.S. 153 A-248(b), 259, 449 and any similar statutes require such contracts.
 - 10. The County Manager may reject formal bids when deemed appropriate and in the best interest of Cabarrus County pursuant to G.S. 143-129(a).
 - 11. The County Manager may reduce revenue projections consistent with prevailing economic conditions, and also reduce expenditures correspondingly.

Section III.

This ordinance and the budget documents shall be the basis of the financial plan for the County of Cabarrus.

- a. The Finance Director is hereby directed to maintain within the Capital Project Fund sufficient detailed accounting records to satisfy the requirements of the law.
- b. The Finance Director is directed to report, at the request of the Board, on the

financial status of each project element in Section I and on the total revenues received or claimed.

- c. Copies of this capital project ordinance shall be furnished to the Clerk to the governing Board, and to the Finance Director for direction in carrying out this project.
- d. At the completion of a construction project, all unrestricted excess funds are transferred to the General Fund and the portion of the Capital Project associated with the project is closed.

Adopted this 21th Day of June, 2021.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: _____
Stephen M. Morris, Chairman

ATTEST:

Clerk to the Board

CABARRUS COUNTY COUNTY CAPITAL PROJECTS BUDGET ORDINANCE

BE IT ORDAINED by the Board of Commissioners of Cabarrus County, North Carolina that, Pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section I.

- A. The project authorized is for the construction and renovations of County Facilities. Details of the project are listed in section C. of this Project Ordinance.
- B. The officers of this unit are hereby directed to proceed with this capital project within the terms of the Generally Accepted Accounting Principles (GAAP) and the budget contained herein.

It is estimated that the following revenues will be available to complete capital projects as listed.

Debt Proceeds 2020 Draw Note	\$ 77,592,977
Debt Proceeds 2022 Draw Note	52,351,452
Contributions from Capital Projects Fund	25,017,039
Contribution from General Fund	21,255,582
Contribution from Capital Reserve Fund	6,246,688
Contribution from Internal Service Fund	1,065,425
TOTAL REVENUES	\$183,529,163

- C. The following appropriations are made as listed.

Courthouse Site Enabling Construction & Renovation	\$ 134,859,518
Governmental Center Skylight & Roof Replacement	2,220,074
Contribution to Capital Reserve (Reimb for Skylight Project)	2,085,000
Artificial Turf Fields	4,401,748
Frank Liske Barn Replacement	4,765,425
Legal / Closing Expenses	952,508
Governmental Center Parking Deck Sealing	350,000
Operations Center Renovations	5,526,434
Fiber Infrastructure Improvement	720,000
Jail Annex HVAC Replacement	240,000
Sheriff Training & Firing Range Renovations	2,450,000
Human Services HVAC	180,000
Facility/Field Expansion	14,327
Frank Liske Park ADA Renovations	1,100,000
Frank Liske Park Water Line	780,000
Frank Liske Park Playground Replacement	120,000
Camp Spencer Vending & Archery Building	625,000
West Cabarrus Library & Senior Center	2,400,000
Deferred Maintenance Projects	4,657,400
EMS Headquarters	6,170,000
Northeast Area Park	5,814,175
Mental Health Facility	3,097,554

TOTAL EXPENDITURES	\$183,529,163
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GRAND TOTAL – REVENUES	\$183,529,163
GRAND TOTAL – EXPENDITURES	\$183,529,163

Section II.

- A. Special appropriations to non-profit organizations shall be distributed after the execution of an agreement which ensures that all County funds are used for statutorily permissible public purposes.
- B. The County Manager or designee is hereby authorized to transfer appropriations within or between funds, or modify revenue and expenditure projections as contained herein under the following conditions:
 1. The Manager may transfer amounts between objects of expenditure and revenues within a function without limitation.
 2. The County Manager may transfer amounts up to \$500,000 between functions of the same fund.
 3. The County Manager may transfer amounts between contingency funds which are set aside for a specific project for budgetary shortfalls or upon the appropriate approval of a change order.
 4. The County Manager is authorized to transfer funds from the General Fund or Capital Reserve Fund to the appropriate fund for projects approved within the Capital Improvement Plan for the current fiscal year.
 5. Upon notification of funding increases or decreases to existing grants or revenues, or the award of grants or revenues, the Manager or designee may adjust budgets to match, including grants that require a County match for which funds are available.
 6. The Manager or designee may adjust debt financing from estimated projections to actual funds received.
 7. The County Manager may enter into and execute change orders or amendments to construction contracts in amounts less than \$90,000 when the appropriate annual budget or capital project ordinance contains sufficient appropriated but unencumbered funds.
 8. The County Manager may award and execute contracts which are not required to be bid or which G.S. 143-131 allows to be let on informal bids so long as the annual budget or appropriate capital project ordinance contains sufficient appropriated but unencumbered funds for such purposes.
 9. The County Manager may execute contracts with outside agencies to properly document budgeted appropriations to such agencies where G.S. 153 A-248(b), 259, 449 and any similar statutes require such contracts.
 10. The County Manager may reject formal bids when deemed appropriate and in the best interest of Cabarrus County pursuant to G.S. 143-129(a).
 11. The County Manager may reduce revenue projections consistent with prevailing economic conditions, and also reduce expenditures correspondingly.

Section III.

This ordinance and the budget documents shall be the basis of the financial plan for the County of Cabarrus.

- a. The Finance Director is hereby directed to maintain within the Capital Project Fund sufficient detailed accounting records to satisfy the requirements of the law.
- b. The Finance Director is directed to report, at the request of the Board, on the financial status of each project element in Section I and on the total revenues received or claimed.
- c. Copies of this capital project ordinance shall be furnished to the Clerk to the governing Board, and to the Finance Director for direction in carrying out this project.
- d. At the completion of a construction project, all unrestricted excess funds are transferred to the General Fund and the portion of the Capital Project associated with the project is closed.

Adopted this 21st day of June, 2021.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: _____
Stephen M. Morris, Chairman

ATTEST:

Clerk to the Board

CABARRUS COUNTY SCHOOL CAPITAL PROJECTS BUDGET ORDINANCE

BE IT ORDAINED by the Board of Commissioners of Cabarrus County, North Carolina that, Pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section I.

- A. The project authorized is for the construction and renovations of School Facilities. Details of the project are listed in section C. of this Project Ordinance.
- B. The officers of this unit are hereby directed to proceed with this capital project within the terms of the Generally Accepted Accounting Principles (GAAP) and the budget contained herein.

It is estimated that the following revenues will be available to complete capital projects as listed.

Contribution from General Fund	\$ 4,420,509
Contribution from Capital Projects Fund	9,522,511
Debt Proceeds 2020 Draw Note	49,635,043
Debt Proceeds 2022 Draw Note	6,496,609
Contribution from Capital Reserve Fund	1,662,314

TOTAL REVENUES	\$71,736,986
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- C. The following appropriations are made as listed.

CCS Mobile Unit Renovation	\$ 900,000
Concord High Fire Alarm Replacement	89,314
Northwest High Fire Alarm Replacement	89,314
JM Robinson Renovation	81,195
R. Brown McAllister Replacement	1,950,000
CCS New Middle School	55,299,331
CCS New High School Land	5,214,821
Kannapolis Middle School	138,897
AL Brown Football Stadium ADA/Drainage	228,000
AL Brown Roof Replacement	190,000
RCCC Building 1000 Boiler	105,000
RCCC Building 2000 Roof Replacement	335,000
RCCC CBTC HVAC	265,000
Contribution to Capital Reserve	5,001,114
Early College Mobile Units	1,850,000

TOTAL EXPENDITURES	\$71,736,986
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GRAND TOTAL – REVENUES	\$71,736,986
GRAND TOTAL – EXPENDITURES	\$71,736,986

Section II.

- A. Special appropriations to non-profit organizations shall be distributed after the

execution of an agreement which ensures that all County funds are used for statutorily permissible public purposes.

B. The County Manager or designee is hereby authorized to transfer appropriations within or between funds, or modify revenue and expenditure projections as contained herein under the following conditions:

1. The Manager may transfer amounts between objects of expenditure and revenues within a function without limitation.
2. The County Manager may transfer amounts up to \$500,000 between functions of the same fund.
3. The County Manager may transfer amounts between contingency funds which are set aside for a specific project for budgetary shortfalls or upon the appropriate approval of a change order.
4. The County Manager is authorized to transfer funds from the General Fund or Capital Reserve Fund to the appropriate fund for projects approved within the Capital Improvement Plan for the current fiscal year.
5. Upon notification of funding increases or decreases to existing grants or revenues, or the award of grants or revenues, the Manager or designee may adjust budgets to match, including grants that require a County match for which funds are available.
6. The Manager or designee may adjust debt financing from estimated projections to actual funds received.
7. The County Manager may enter into and execute change orders or amendments to construction contracts in amounts less than \$90,000 when the appropriate annual budget or capital project ordinance contains sufficient appropriated but unencumbered funds.
8. The County Manager may award and execute contracts which are not required to be bid or which G.S. 143-131 allows to be let on informal bids so long as the annual budget or appropriate capital project ordinance contains sufficient appropriated but unencumbered funds for such purposes.
9. The County Manager may execute contracts with outside agencies to properly document budgeted appropriations to such agencies where G.S. 153 A-248(b), 259, 449 and any similar statutes require such contracts.
10. The County Manager may reject formal bids when deemed appropriate and in the best interest of Cabarrus County pursuant to G.S. 143-129(a).
11. The County Manager may reduce revenue projections consistent with prevailing economic conditions, and also reduce expenditures correspondingly.

Section III.

This ordinance and the budget documents shall be the basis of the financial plan for the County of Cabarrus.

- a. The Finance Director is hereby directed to maintain within the Capital Project Fund sufficient detailed accounting records to satisfy the requirements of the law.
- b. The Finance Director is directed to report, at the request of the Board, on the

financial status of each project element in Section I and on the total revenues received or claimed.

- c. Copies of this capital project ordinance shall be furnished to the Clerk to the governing Board, and to the Finance Director for direction in carrying out this project.
- d. At the completion of a construction project, all unrestricted excess funds are transferred to the General Fund, Community Investment Fund or other Capital Project Fund and the portion of the Capital Project associated with the project is closed.

Adopted this 21st Day of June, 2021.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: _____
Stephen M. Morris, Chairman

ATTEST:

Clerk to the Board

CABARRUS COUNTY SHERIFF'S DEPARTMENT SPECIAL REVENUE PROJECT ORDINANCE

BE IT ORDAINED, by the Board of County Commissioners of the County of Cabarrus, North Carolina, that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following special revenue project ordinance is hereby adopted:

Section 1. The special revenue project authorized is for the purpose of collecting and appropriating federal and state funds received specifically for the Cabarrus County Sheriff's Department.

Section 2. The officers of this unit are hereby directed to proceed with this project within the terms of the guidelines as set forth by the federal and state government, Generally Accepted Accounting Principles (GAAP) and the budget contained herein.

Section 3. The following budgeted amounts are appropriated for the projects:

Federal Forfeiture Funds:	
Federal Forfeiture Sharing Justice Funds	\$ 199,952
Federal Forfeiture Sharing Treasury Funds	200,495
Contribution to General Fund-Fed Forf	107,687
NC Substance Control:	
NC Substance Control Expenses	709,481
Firing Range:	
Firing Range Maintenance/Repair	34,790
TOTAL EXPENDITURES	\$1,252,405

Section 4. The following revenues are anticipated to be available to complete this project:

Federal Forfeiture Funds:	
Federal Forfeiture Sharing Justice Funds	\$ 114,390
Federal Forfeiture Sharing Treasury Funds	257,611
Contribution from General Fund-Fed Forf	114,935
Interest on Investments–Federal Forfeiture	21,198
NC Substance Control:	
NC Substance Control Funds	480,142
Interest on Investments-NC Substance Control	59,136
Contribution from General Fund	170,203
Firing Range:	
Firing Range Funds	34,038
Interest on Investments	752
TOTAL REVENUES	\$1,252,405

Section 5. The Finance Officer is hereby directed to maintain within the Special Revenue Fund sufficient detailed accounting records.

Section 6. Funds may be advanced from the General Fund for the purpose of making payments as due. Reimbursement to the General Fund should be made in an orderly and timely manner.

Section 7. The Finance Officer is directed to report, at the request of the Board, on the financial status of each project element in Section 3 and on the total revenues received or claimed.

Section 8. Copies of this special revenue project ordinance shall be furnished to the Clerk to the Governing Board, and to the Budget Officer and the Finance Officer for direction in carrying out this project.

Section 9. At the completion of the project, all unrestricted excess funds are transferred to the General Fund and the Special Revenue Project Ordinance is closed.

Section 10. The County Manager is hereby authorized to transfer revenues and appropriation within an ordinance as contained herein under the following conditions:

- a. The Manager may transfer amounts between objects of expenditures and revenues within a function without limitation.
- b. The Manager may transfer amounts up to \$100,000 between functions of the same ordinance.
- c. The Manager may transfer amounts between contingency funds which are set aside for a specific project for budgetary shortfalls or upon the appropriate approval of a change order.
- d. Upon notification of funding increases or decreases to existing grants or revenues or the award of grants or revenues, the Manager or Finance Officer may adjust budgets to match, including grants that require a County match for which funds are available.
- e. The Manager may enter into and execute change orders or amendments to County construction contracts in amounts up to \$90,000 when the project ordinance contains sufficient appropriated but unencumbered funds.

Adopted this 21th day of June, 2021.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: _____
Stephen M. Morris, Chairman

ATTEST:

Clerk to the Board

CABARRUS COUNTY SMALL PROJECTS CAPITAL PROJECT ORDINANCE

BE IT ORDAINED, by the Board of County Commissioners of the County of Cabarrus, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section I.

- A. The project authorized is for the purpose of accumulating and appropriating general fund revenues and federal and state grants funds received specifically for use by the appropriate Cabarrus County Department who has received the funds.
- B. The officers of this unit are hereby directed to proceed with this capital project within the terms of the guidelines as set forth by the federal and state government, Generally Accepted Accounting Principles (GAAP) and the budget contained herein.
- C. It is estimated that the following revenues will be available to complete capital projects as listed:

Board of Elections Department	
Interest on Investments	\$ 34,130
Contribution from General Fund	61,484
Contribution from Capital Reserve	150,000
	\$ 245,614
Register of Deeds Department:	
Register of Deeds Fees	\$2,015,437
Interest on Investments	67,793
Contribution from General Fund	77,505
	\$2,160,735
Community Development	
Contribution from General Fund	\$54,902
Duke Power Rebate	14,110
	\$69,012
Soil and Water Department:	
Deferred Tax Collections	\$187,558
Interest on Investments	1,693
Contributions and Private Donations	2,898
Contribution from General fund	86,146
EEP Contract	3,225
ADFP Grant	54,000
Drill Program Fees	16,583
Suther Farm Project	780,000
Hill Farm Project	99,000
Stewardship Fund	52,250
	\$1,283,353
Educational Farming	
Educational Farming (Lomax)	\$ 187,000
Local Agricultural Preservation Projects:	
Contribution from General Fund	\$13,801
Deferred Farm Tax Collections	2,779,382
Deferred Farm Tax Interest	462,079
Interest on Investments	126,447
	\$3,381,709
TOTAL REVENUES	\$7,327,423

D. The following appropriations are made as listed:

Board of Elections Department:	
Board of Elections Equipment and Furniture	\$ 245,614
Register of Deeds Department:	
Register of Deeds Automation & Preservation	\$ 2,160,735
Community Development	
Duke Rebate Projects	\$69,012
Soil and Water Department:	
Other Improvement Projects	\$278,295
EEP Contract	3,225
ADFP Conservation Easement	54,000
Drill Repair & Maintenance	16,583
Suther Farm Project	780,000
Hill Farm Project	99,000
Stewardship	52,250
	<hr/>
	\$1,283,353
Educational Farming	
Educational Farming (Lomax)	\$ 187,000
Local Agricultural Preservation Projects:	
Other Improvement Projects	\$3,381,709
TOTAL EXPENDITURES	\$7,327,423
 GRAND TOTAL – REVENUES	 \$7,327,423
GRAND TOTAL – EXPENDITURES	\$7,327,423

Section II.

- A. Special appropriations to non-profit organizations shall be distributed after the execution of an agreement which ensures that all County funds are used for statutorily permissible public purposes.
- B. The County Manager or designee is hereby authorized to transfer appropriations within or between funds, or modify revenue and expenditure projections as contained herein under the following conditions:
 1. The County Manager may transfer amounts between objects of expenditures and revenues within a function without limitation.
 2. The County Manager may transfer amounts up to \$100,000 between functions of the same fund.
 3. The County Manager may transfer amounts between contingency funds which are set aside for a specific project for budgetary shortfalls or upon the appropriate approval of a change order.
 4. The County Manager is authorized to transfer funds from the General Fund or Capital Reserve Fund to the appropriate fund for projects approved within the Capital Improvement Plan for the current fiscal year.
 5. Upon notification of funding increases or decreases to existing grants or revenues, or the award of grants or revenues, the Manager or designee may adjust budgets to match, including grants that require a County match for which funds are available.

6. The County Manager or designee may adjust debt financing from estimated projections to actual funds received.
7. The County Manager may enter into and execute change orders or amendments to County construction contracts in amounts less than \$90,000 when the appropriate annual budget or capital project ordinance contains sufficient appropriated but unencumbered funds.
8. The County Manager may award and execute contracts which are not required to be bid or which G.S. 143-131 allows to be let on informal bids so long as the annual budget or appropriate capital project ordinance contains sufficient appropriated but unencumbered funds for such purposes.
9. The County Manager may execute contracts with outside agencies to properly document budgeted appropriation to such agencies where G.S. 153 A-248(b), 259. 449 and any similar statutes require such contracts.
10. The County Manager may reject formal bids when deemed appropriate and in the best interest of Cabarrus County pursuant to G.S. 143-129 (a).
11. The County Manager may reduce revenue projections consistent with prevailing economic conditions, and also reduce expenditures correspondingly.

Section III.

This ordinance and the budget documents shall be the basis of the financial plan for the County of Cabarrus.

- a. The Finance Director is hereby directed to maintain within the Capital Projects Fund sufficient detailed accounting records to satisfy the requirements of the law.
- b. The Finance Officer is directed to report, at the request of the Board, on the financial status of each project element in Section I and on the total revenues received or claimed.
- c. Copies of this capital project ordinance shall be furnished to the Clerk to the Governing Board, and to the Finance Director for direction in carrying out this project.
- d. At the completion of a construction project, all unrestricted excess funds are transferred to the General Fund and the portion of the Capital Project Ordinance associated with the project is closed.

Adopted this 21th day of June, 2021.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: _____
Stephen M. Morris, Chairman

ATTEST:

Clerk to the Board

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**June 7, 2021
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Planning and Development - Budget Amendment for Duke Rebate Funds

BRIEF SUMMARY:

Attached is a proposed budget amendment to place Duke Rebate program revenues into expense line items as required by the program.

REQUESTED ACTION:

Motion to adopt the budget amendment.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Kelly Sifford, AICP

Planning and Development Director

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▢ Budget Amendment

Budget Revision/Amendment Request

Date: 5/17/2021

Amount: 3,858.75

Dept. Head: Kelly Sifford

Department: Planning and Development

Internal Transfer Within Department

Transfer Between Departments/Funds

☒ Supplemental Request

To place revenues from Duke Rebate program into expense line items to allow for expenditure.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
46063250	6841 DE		Duke Rebate Revenue	9,621.67	3,858.75		13,480.42
46093250	9315 DE		Duke Health and Safety	53,172.59	3,858.75		57,031.34
							0.00
							0.00
							0.00
							0.00
							0.00
							0.00

Total 0.00

Budget Officer

County Manager

Board of Commissioners

Approved

Approved

Approved

Denied

Denied

Denied

Signature

Signature

Signature

Date

Date

Date

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**June 7, 2021
4:00 PM**

AGENDA CATEGORY:

BUDGET FY 2022 PUBLIC HEARINGS

SUBJECT:

County Manager - FY 2022 Budget - Public Hearing 6:30 p.m.

BRIEF SUMMARY:

There will be a public hearing to receive comments from the public on the proposed FY 2022 budget.

REQUESTED ACTION:

Hold a public hearing.

Motion to direct staff to prepare the FY22 Budget Ordinance, consistent with the FY22 Recommended Budget and technical adjustments, for adoption by the Board at the regular meeting on June 21, 2021.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Mike Downs, County Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▢ Public Hearing Notice - Newspaper
- ▢ Public Hearing Notice - Website

THE INDEPENDENT TRIBUNE

May 26, 2021



CABARRUS COUNTY BOARD OF COMMISSIONERS

NOTICE OF PUBLIC HEARING June 7, 2021 – 6:30 P.M.

The Cabarrus County Manager presented the proposed Cabarrus County Budget for Fiscal Year 2022 to the Board of Commissioners on Monday, May 17, 2021. A copy of the proposed budget is filed in the Clerk's office and is available for inspection on the County's website:

<https://cabarruscounty.us/fy22-recommended-budget>

A Budget workshop meeting was held on April 15, 2021. An additional Budget workshop meeting is scheduled on June 10, 2021 if needed. A public hearing on the proposed budget is scheduled for Monday, June 7, 2021 at 6:30 p.m. (or as soon thereafter as persons may be heard). Citizens are invited to attend virtually, in person, and present written or oral comments. Adoption of the proposed budget is scheduled for June 21, 2021.

For ease of access the Board of Commissioners' meetings will continue to be broadcast live on Channel 22, <https://www.youtube.com/cabarruscoun>ty and <https://www.cabarruscounty.us/cabcotv> or if you wish to listen to the meetings email publiccomment@cabarruscounty.us to get connected. The meeting will begin at 6:30 p.m.

The following four sources will be available for input during the public hearing on the agenda:

1. Conference call number 704-920-2023 pin 1234
2. Set up a video meeting with publiccomment@cabarruscounty.us by 5 p.m. on Friday, June 4th.
3. Email comments to publiccomment@cabarruscounty.us by 5 p.m. on Monday, June 7th to be read at the meeting
4. Speak in person at 65 Church Street, Concord, NC 28025

If reasonable accommodations are needed, please contact the ADA Coordinator at 704-920-2100 at least 48 hours prior to the public hearing.

Lauren Linker, Clerk to the Board

Posted May 24, 2021

Publish: May 26, 2021.



CABARRUS COUNTY
BOARD OF COMMISSIONERS

NOTICE OF PUBLIC HEARING
June 7, 2021 – 6:30 P.M.

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Lauren Linker, Clerk to the Board

Posted May 24, 2021

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**June 7, 2021
4:00 PM**

AGENDA CATEGORY:

BUDGET FY 2022 PUBLIC HEARINGS

SUBJECT:

County Manager - FY 2022 Economic Development Allocation - Public Hearing 6:30 p.m.

BRIEF SUMMARY:

Pursuant to N.C. General Statute 158-7.1, the County must conduct a separate public hearing for economic development appropriations. A funding plan is approved during the public hearing when each new economic incentive is approved, and now one is required for the County's annual appropriation for the contribution to the Cabarrus Economic Development Corporation.

REQUESTED ACTION:

Hold a public hearing.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Mike Downs, County Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

Public Hearing Notice



CABARRUS COUNTY
BOARD OF COMMISSIONERS

NOTICE OF PUBLIC HEARING
June 7, 2021 – 6:30 P.M.

Economic Development Appropriation

Notice is hereby given that the Cabarrus County Board of Commissioners will hold a public hearing at 6:30 p.m. (or as soon thereafter as persons may be heard) on Monday, June 7, 2021, to receive public input on the proposed allocation of funds for the following economic development appropriation:

Organization	FY 2021-2022 Recommended	Services Provided	Economic Development Purpose
Cabarrus County Economic Development Corporation	\$400,000	Promotes economic development within Cabarrus County by recruiting new businesses and encouraging retention and expansion of existing businesses.	Job retention, Increase in employment, and industry expansion & recruitment

The Board of Commissioners will consider this recommendation, and approval will include allocating the appropriation in conjunction with the adoption of the FY 2022 annual budget.

For ease of access the Board of Commissioners' meetings will continue to be broadcast live on Channel 22, <https://www.youtube.com/cabarruscounty> and <https://www.cabarruscounty.us/cabcotv> or if you wish to listen to the meetings email publiccomment@cabarruscounty.us to get connected. The meeting will begin at 6:30 p.m.

The following four sources will be available for input during the public hearing on the agenda:

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If reasonable accommodations are needed, please contact the ADA Coordinator at 704-920-2100 at least 48 hours prior to the public hearing.

Lauren Linker, Clerk to the Board

Posted May 24, 2021

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**June 7, 2021
4:00 PM**

AGENDA CATEGORY:

Approval of Regular Meeting Agenda

SUBJECT:

BOC - Approval of Regular Meeting Agenda

BRIEF SUMMARY:

The proposed agenda for the June 21, 2021 regular meeting is attached.

REQUESTED ACTION:

Motion to approve the agenda for the June 21, 2021 regular meeting as presented.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Lauren Linker, Clerk to the Board

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- Proposed June 21, 2021 Regular Meeting Agenda

CABARRUS COUNTY



BOARD OF COMMISSIONERS REGULAR MEETING

**June 21, 2021
6:30 PM**

MISSION STATEMENT

THROUGH VISIONARY LEADERSHIP AND GOOD STEWARDSHIP, WE WILL ADMINISTER STATE REQUIREMENTS, ENSURE PUBLIC SAFETY, DETERMINE COUNTY NEEDS, AND PROVIDE SERVICES THAT CONTINUALLY ENHANCE QUALITY OF LIFE

CALL TO ORDER BY THE CHAIRMAN

PRESENTATION OF COLORS

INVOCATION

A. APPROVAL OR CORRECTIONS OF MINUTES

1. Approval or Correction of Meeting Minutes

B. APPROVAL OF THE AGENDA

C. RECOGNITIONS AND PRESENTATIONS

1. Human Resources - Recognition of Sergeant Dennis Gray's Retirement from Cabarrus County Sheriff's Department

D. INFORMAL PUBLIC COMMENTS

E. OLD BUSINESS

F. CONSENT AGENDA

(Items listed under consent are generally of a routine nature. The Board may take action to approve/disapprove all items in a single vote. Any item may be withheld from a general action, to be discussed and voted upon separately at the discretion of the Board.)

1. Active Living and Parks - School Park Agreements for Pitts School Road Elementary and Winecoff Elementary
2. Appointments - Board of Equalization and Review
3. Appointments - Centralina Workforce Development Board

4. Appointments - Harrisburg Fire Advisory Board
5. Appointments - Human Services Advisory Board
6. Appointments - Jury Commission
7. Appointments - Rowan-Cabarrus Community College Board of Trustees
8. Appointments - Water and Sewer Authority of Cabarrus County
9. Appointments and Removals - Cabarrus County Planning and Zoning Commission
10. Appointments and Removals - Juvenile Crime Prevention Council
11. Appointments and Removals - Public Health Authority of Cabarrus County
12. Appointments and Removals - Tourism Authority of Cabarrus County
13. Appointments and Removals - Transportation Advisory Board
14. BOC - NACo Voting Credentials - 2021 Annual Conference
15. County Manager - Duke Energy Easement at J.M. Robinson High School
16. County Manager - Easements for Building Adjacent to County Parking Garage
17. DHS - FY22 HCCBG Funding Plan
18. DHS - Medicare Improvements for Patients and Providers Act (MIPPA) Contract Approval
19. Finance - Budget Amendment for GASB 84 Statement
20. Finance - Budget Amendment for Self Insurance Dental Fund
21. Finance - Other Post Employment Benefits Trust
22. Finance - Uniform Guidance for Federal Procurement
23. Finance - Update of Capital Project Fund Budgets and Related Project Ordinances
24. Planning and Development - Budget Amendment for Duke Rebate Funds
25. Sheriff - Award of Service Weapon to Sgt. Dennis Gray Upon His Retirement
26. Tax Administration - Refund and Release Reports - May 2021

G. NEW BUSINESS

1. County Manager - Adoption of the FY22 Budget

H. REPORTS

1. BOC - Receive Updates From Commission Members who Serve as Liaisons to Municipalities or on Various Boards/Committees
2. BOC - Request for Applications for County Boards/Committees
3. Budget - Monthly Financial Update
4. County Manager - Monthly Building Activity Reports
5. County Manager - Monthly New Development Report
6. EDC - May 2021 Monthly Summary Report

I. GENERAL COMMENTS BY BOARD MEMBERS

J. WATER AND SEWER DISTRICT OF CABARRUS COUNTY

K. CLOSED SESSION

L. ADJOURN

Scheduled Meetings

July 6	Work Session	4:00 p.m.	Multipurpose Room
July 19	Regular Meeting	6:30 p.m.	BOC Meeting Room
July 21	Cabarrus Summit	6:00 p.m.	Cabarrus Arena
August 2	Work Session	4:00 p.m.	Multipurpose Room
August 16	Regular Meeting	6:30 p.m.	BOC Meeting Room

Mission: Through visionary leadership and good stewardship, we will administer state requirements, ensure public safety, determine county needs, and provide services that continually enhance quality of life.

Vision: Our vision for Cabarrus is a county where our children learn, our citizens participate, our dreams matter, our families and neighbors thrive, and our community prospers.

Cabarrus County Television Broadcast Schedule Cabarrus County Board of Commissioners' Meetings

The most recent Commissioners' meeting is broadcast at the following days and times. Agenda work sessions begin airing after the 1st Monday of the month and are broadcast for two weeks up until the regular meeting. Then the regular meeting begins airing live the 3rd Monday of each month and is broadcast up until the next agenda work session.

Sunday - Saturday	1:00 P.M.
Sunday - Tuesday	6:30 P.M.
Thursday & Friday	6:30 P.M.

In accordance with ADA regulations, anyone who needs an accommodation to participate in the meeting should notify the ADA Coordinator at 704-920-2100 at least forty-eight (48) hours prior to the meeting.

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**June 7, 2021
4:00 PM**

AGENDA CATEGORY:

Closed Session

SUBJECT:

Closed Session - Pending Litigation and Acquisition of Real Property

BRIEF SUMMARY:

A closed session is needed to discuss matters related to pending litigation and acquisition of real property as authorized by NCGS 143-318.11(a)(3) and (5).

REQUESTED ACTION:

Motion to go into closed session to discuss matters related to pending litigation and acquisition of real property as authorized by NCGS 143-318.11(a)(3) and (5).

EXPECTED LENGTH OF PRESENTATION:

1 Hour

SUBMITTED BY:

Mike Downs, County Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:
