



CABARRUS COUNTY BOARD OF COMMISSIONERS

**WORK SESSION
DECEMBER 1, 2014
6:15 P.M.**

1. CALL TO ORDER - CHAIRMAN

2. APPROVAL OF WORK SESSION AGENDA – CHAIRMAN

Including Changes to the Agenda Pg. 270

3. DISCUSSION ITEMS – NO ACTION

3.1 BOC – NCACC Video Update Pg. 2

4. DISCUSSION ITEMS FOR ACTION AT DECEMBER 15, 2014 MEETING

- 4.1 BOC – Mt. Pleasant Middle School Agency Agreement Pg. 3
- 4.2 BOC – New Odell Grades 3-5 Elementary School Agency Agreement and Title Transfer Pg. 12
- 4.3 Salisbury-Rowan Community Action Agency, Inc. – Presentation of FY 15-16 Application for Funding Pg. 22
- 4.4 Planning and Development – Elma C. Lomax Incubator Farm Extension of Temporary Agreement with Carolina Farm Stewardship Association Pg. 158
- 4.5 County Manager – Match State Salary Increase for Locally Funded Positions on RCCC Staff Pg. 164
- 4.6 Active Living and Parks – 2015 Fees and Charges Policy Pg. 166
- 4.7 Finance – Resolution Relating to Refinancing of Prior Certificates of Participation (COPS) of Schools and Public Improvements Pg. 214
- 4.8 Infrastructure & Asset Management – Request to Close a Portion of North Drive Pg. 221
- 4.9 BOC – ACT Work Ready Communities Pg. 225
- 4.10 BOC – Commissioner Appointments for 2015 Pg. 255
- 4.11 BOC – Designation of Voting Delegate for NCACC Legislative Goals Conference Pg. 259
- 4.12 BOC – Resolution Establishing the Board of Commissioners' 2015 Meeting Schedule Pg. 261
- 4.13 County Manager – FY 2015 General Fund Budget Pg. 264

5. APPROVAL OF REGULAR MEETING AGENDA Pg. 265

6. CLOSED SESSION

6.1 Closed Session – Discussion of the Negotiation and/or Sale of Real Property Pg. 269

7. ADJOURN



CABARRUS COUNTY

BOARD OF COMMISSIONERS WORK SESSION

DECEMBER 1, 2014
6:15 P.M.

AGENDA CATEGORY:

Discussion Items - No Action

SUBJECT:

BOC - NCACC Video Update

BRIEF SUMMARY:

The North Carolina Association of County Commissioners (NCACC) has requested counties view the following video update during a meeting in the month of December.

REQUESTED ACTION:

Receive input.

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:

Megan Smit, Clerk to the Board

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:



CABARRUS COUNTY

BOARD OF COMMISSIONERS WORK SESSION

**DECEMBER 1, 2014
6:15 P.M.**

AGENDA CATEGORY:

Discussion Items for Action at December 15, 2014 Meeting

SUBJECT:

BOC - Mt. Pleasant Middle School Agency Agreement

BRIEF SUMMARY:

The title for the Mt. Pleasant Middle School property is currently in the name of Cabarrus County. As such, the upcoming middle school replacement project (construction and outfitting of the new school) will receive sales tax reimbursements from the state.

The Agency Agreement, among other items, allows for the County to appoint the Board of Education (BOE) as its agent in connection with the construction of the Mt. Pleasant Middle School Replacement Project. The BOE shall cause the Project to be completed in accordance with the respective construction documents and any applicable requirements of governmental authorities and law. The County and the BOE agree that all amounts received as refunds of State sales tax, with respect to expenditures made in connection with the Project, will be deposited as funds available for the acquisition and construction of the Project. The BOE approved the Agency Agreement for this site at their November meeting.

REQUESTED ACTION:

Motion to approve the Mount Pleasant Middle School Agency Agreement, subject to review/revision by the County Attorney.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

David Burnett, Cabarrus County Schools

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

[Agency Agreement](#)

AGENCY AGREEMENT

Re: Mount Pleasant Middle School

THIS AGENCY AGREEMENT, effective _____, 2014, is executed by and between the CABARRUS COUNTY BOARD OF EDUCATION (the "CCBOE"), and the COUNTY OF CABARRUS, NORTH CAROLINA, a political subdivision duly organized and existing under and by virtue of the Constitution and laws of the State of North Carolina (the "County");

WITNESSETH:

WHEREAS, the County owns title to the current site of the Mount Pleasant Middle School, as more particularly described in Exhibit A hereto (the "Site"),

WHEREAS, the CCBOE is planning on constructing a replacement middle school on the Site and demolish much of the current structure (the "Project"); and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this Agency Agreement do exist, have happened and have been performed, in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Agency Agreement;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND OF THE MUTUAL AGREEMENTS AND COVENANTS CONTAINED HEREIN AND FOR OTHER VALUABLE CONSIDERATION, THE PARTIES HERETO DO HEREBY AGREE AS FOLLOWS:

Section I. CCBOE to Act as Agent of the County.

The County hereby irrevocably appoints the CCBOE as its agent in connection with the construction and other accomplishment of the Project. The CCBOE, as the agent of the County for the foregoing purpose, shall cause the Project to be completed on or before the date or dates set forth in the respective construction documents and otherwise in accordance with the respective construction documents and any applicable requirements of governmental authorities and law. The County and the CCBOE agree that all amounts received by either of them as refunds of State of North Carolina sales tax with respect to expenditures made in connection with the Project will be deposited in the Mt. Pleasant Middle School Replacement project account as funds available for the acquisition and construction of the Project.

To the extent permitted by law, the CCBOE shall indemnify and save the County harmless against and from all claims by or on behalf of any person, firm, corporation or other legal entity arising from the construction and other accomplishment of the Project; but the CCBOE is not obligated to pay any obligation of the County under any financing arrangement obtained by the County for the Project or to indemnify any party to any such financing

arrangement for any third-party claims asserted by or against any such party relating to the payment of such obligation of the County under any such financing arrangement. The CCBOE shall be notified promptly by the County of any action or proceeding brought in connection with any such claims arising from the construction and other accomplishment of the Project.

Section II. Project Description.

The CCBOE shall have the right to make any changes in the description of the Project or of any component or components thereof.

Section III. CCBOE's Right to Enforce Contracts.

The County hereby assigns to the CCBOE as the County's agent for the purposes of this Agreement all of its rights and powers under all purchase orders and contracts it has entered into with respect to the Project, and the CCBOE shall have the right to enforce in its own name or the name of the County such purchase orders or contracts; provided, however, that the assignment by the County shall not prevent the County from asserting said rights and powers in its own behalf.

Section IV. Acceptance.

The CCBOE, for one dollar (\$1.00) and other good and valuable consideration in hand received, does hereby accept the foregoing appointment as agent of the County for the purposes set forth in Section I hereof.

Section V. Disclaimers of the County.

The CCBOE acknowledges and agrees that the design of the Project has not been made by the County, that the County has not supplied any plans or specifications with respect thereto and that the County (a) is not a manufacturer of, or a dealer in, any of the component parts of the Project or similar projects, (b) has not made any recommendation, given any advice or taken any other action with respect to the choice of any supplier or vendor with respect to the Project; and (c) has not made any warranty or, other representation, express or implied, that the Project or any component part thereof or any property or rights relating thereto (i) will not result in or cause injury, or damage to persons or property, (ii) has been or will be properly designed or constructed or will accomplish the results which the CCBOE intends therefore, or (iii) is safe in any manner or respect.

The County makes no express or implied warranty or representation of any kind whatsoever with respect to the Project or any component part thereof to the CCBOE or any other circumstance whatsoever with respect thereto, including, but not limited to, (a) any suitability thereof for any purpose; (b) the design or condition thereof; (c) the safety, workmanship, quality or capacity thereof (d) compliance thereof with the requirements of any law, rule specification or contract pertaining thereto; (e) any latent defect; (f) the ability thereof to perform any function; (g) that the funds advanced pursuant to any financing arrangement obtained by the County for the Project will be sufficient (together with other available funds of the CCBOE) to pay the cost

of constructing the Project; (h) or any other characteristic of the Project; it being agreed that all risks relating to the Project, the completion thereof or the transactions contemplated hereby or by any financing arrangement obtained by the County for the Project are to be borne by the CCBOE, and the benefits of any and all implied warranties and representations of the County are hereby waived by the CCBOE.

IN WITNESS WHEREOF, the parties hereto have executed and attested this Agency Agreement by their officers thereunto duly authorized as of the day and year first written above.

CABARRUS COUNTY CCBOE OF EDUCATION

By: _____
Chair, CCBOE of Education

ATTEST:

Secretary

(SEAL)

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

Finance Director

CABARRUS COUNTY, NORTH CAROLINA

By: _____
Chairperson
CCBOC of Commissioners

ATTEST:

Clerk, CCBOC of Commissioners

(SEAL)

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

Finance Director

EXHIBIT A

**LEGAL DESCRIPTION
MOUNT PLEASANT MIDDLE SCHOOL**

LYING AND BEING IN THE TOWN OF MOUNT PLEASANT, NUMBER 8 TOWNSHIP, CABARRUS COUNTY, NORTH CAROLINA, NORTH OF NORTH CAROLINA HIGHWAY 49 AND WEST OF N. MAIN ST, BEING THE SAME PROPERTY CONVEYED TO CABARRUS COUNTY (DB. 9544, PG. 34), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO GET TO THE **TRUE POINT OF BEGINNING**, COMMENCE AT NCGS MONUMENT "TRIBUNE", HAVING NORTH CAROLINA NAD 83(86) GRID COORDINATES OF N=607,255.15' E=1,569,568.87' AND RUN N79°55'57"E 1592.08' (GROUND, 1591.83' GRID DISTANCE, COMBINED GRID FACTOR 0.999846) TO A SET #5 REBAR HAVING NORTH CAROLINA NAD 83(86) GRID COORDINATES OF N=607,533.42' E=1,571,136.19', BEING ON THE LINE OF PAMELA P. ALLMAN (DB. 4653, PG. 126) AND BEING **THE TRUE POINT OF BEGINNING**;

THENCE FROM THE **TRUE POINT OF BEGINNING** WITH SAID ALLMAN LINE N10°16'04"E 400.39' TO AN EXISTING 1" FLAT IRON IN CONCRETE, BEING A COMMON PROPERTY CORNER OF LOIS H HINSON (DB. 246, PG. 159), SAID POINT ALSO BEING LOCATED N45°38'24"E 259.45' FROM AN EXISTING AXLE;

THENCE WITH LOIS H HINSON'S EASTERN PROPERTY LINE N14°36'59"W (PASSING AN EXISTING #8 REBAR IN CONCRETE AT A DISTANCE OF 246.01') FOR A TOTAL DISTANCE OF 265.80' TO A POINT IN THE CENTERLINE OF NORTH DRIVE (PUBLIC MAINTENANCE RIGHT OF WAY);

THENCE WITH SAID CENTERLINE OF NORTH DRIVE N67°26'04"E 590.48' TO A POINT;

THENCE N03°20'29"W (PASSING AN EXISTING #5 REBAR AT A DISTANCE OF 23.31', SOUTHEAST CORNER OF LOT 12, MB. 32, PG. 94), (PASSING AN EXISTING #4 REBAR AT A DISTANCE OF 218.21', SOUTHEAST CORNER OF LOT 11, MB. 32, PG. 94), (PASSING AN EXISTING #4 REBAR AT A DISTANCE OF 402.20', CORNER OF LOT 10, MB. 32, PG. 94), (PASSING AN EXISTING #4 REBAR AT A DISTANCE OF 482.76', CORNER OF LOT 9, MB. 32, PG. 94) FOR A TOTAL DISTANCE OF 523.80' TO AN EXISTING #4 REBAR, BEING THE NORTHEAST CORNER OF LOT 9, MB. 32, PG. 94), ALSO BEING THE SOUTHWEST CORNER OF LESTER AND JEAN PENNINGER (DB. 5387, PG. 181);

THENCE WITH SAID PENNINGER N78°14'56"E (PASSING AN EXISTING AXLE AT A DISTANCE OF 181.14'), (PASSING AN EXISTING AXLE AT A DISTANCE OF 381.75') FOR A TOTAL DISTANCE OF 400.00' TO A POINT IN NORTH MAIN STREET;

THENCE DOWN NORTH MAIN STREET THREE (3) CALLS AS FOLLOWS:

1. S11°45'10"E 84.00' TO A POINT;
2. S12°19'53"E 917.41' TO A POINT;
3. S11°33'41"E 77.06' TO A POINT;

THENCE S78°10'15"W 22.32' TO AN EXISTING R/W CAP ON THE NCDOT RIGHT OF WAY (DB. 5127, DB. 112);

THENCE THREE (3) CALLS WITH SAID RIGHT OF WAY AS FOLLOWS:

1. S03°57'34"E 161.50' TO AN EXISTING R/W CAP;
2. S07°34'06"E 151.86' TO AN EXISTING R/W CAP;
3. S41°48'10"W 98.72' TO AN EXISTING R/W CAP;

THENCE S01°48'20"E 49.17' TO A POINT IN THE CENTERLINE OF NORTH CAROLINA HIGHWAY 49;

THENCE WITH SAID CENTERLINE S87°50'28"W 1094.39' TO A POINT;

THENCE N10°16'04"E 52.87' TO **THE TRUE POINT OF BEGINNING**, CONTAINING 26.890 ACRES.

Summary Report: Litéra® Change-Pro ML 6.5.0.401 Document Comparison done on 11/14/2014 11:06:06 AM	
Style Name: Default Style	
Original Filename:	
Original DMS: iw://DMS/NPCHLT1/744293/1	
Modified Filename:	
Modified DMS: iw://DMS/NPCHLT1/744293/2	
Changes:	
Add	5
Delete	3
Move From	0
Move To	0
Table Insert	0
Table Delete	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Total Changes:	8



CABARRUS COUNTY

BOARD OF COMMISSIONERS WORK SESSION

**DECEMBER 1, 2014
6:15 P.M.**

AGENDA CATEGORY:

Discussion Items for Action at December 15, 2014 Meeting

SUBJECT:

BOC - New Odell Grades 3-5 Elementary School Agency Agreement and Title Transfer

BRIEF SUMMARY:

The title for the Odell Grades 3-5 Elementary School property is currently in the name of Cabarrus County Schools. Attached is a Special Warranty Deed where the Board of Education (BOE) would transfer the title to the "Old Odell School" property to the BOC. By having the title of this property in the name of the county, the project (construction and outfitting of the new school) will receive sales tax reimbursements from the state.

The Agency Agreement, among other items, allows for the County to appoint the BOE as its agent in connection with the construction of the Odell Grades 3-5 Elementary School Project. The BOE shall cause the Project to be completed in accordance with the respective construction documents and any applicable requirements of governmental authorities and law. The County and the BOE agree that all amounts received as refunds of State sales tax, with respect to expenditures made in connection with the Project, will be deposited as funds available for the acquisition and construction of the Project. The BOE has the title transfer and the Agency Agreement for this site on its December agenda.

REQUESTED ACTION:

Motion to approve the Odell Grades 3-5 Elementary School Agency Agreement, subject to review/revisions by the County Attorney.

Motion to approve the receipt of the property title transfer.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

David Burnett, Cabarrus County Schools

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

[Agency Agreement](#)

[Deed](#)

AGENCY AGREEMENT

Re: Odell School

THIS AGENCY AGREEMENT, effective _____, 2014, is executed by and between the CABARRUS COUNTY BOARD OF EDUCATION (the "CCBOE"), and the COUNTY OF CABARRUS, NORTH CAROLINA, a political subdivision duly organized and existing under and by virtue of the Constitution and laws of the State of North Carolina (the "County");

WITNESSETH:

WHEREAS, the County owns title to the current site of the Odell School, as more particularly described in Exhibit A hereto (the "Site"),

WHEREAS, the CCBOE is planning on constructing a replacement school on the Site (the "Project"); and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this Agency Agreement do exist, have happened and have been performed, in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Agency Agreement;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND OF THE MUTUAL AGREEMENTS AND COVENANTS CONTAINED HEREIN AND FOR OTHER VALUABLE CONSIDERATION, THE PARTIES HERETO DO HEREBY AGREE AS FOLLOWS:

Section I. CCBOE to Act as Agent of the County.

The County hereby irrevocably appoints the CCBOE as its agent in connection with the construction and other accomplishment of the Project. The CCBOE, as the agent of the County for the foregoing purpose, shall cause the Project to be completed on or before the date or dates set forth in the respective construction documents and otherwise in accordance with the respective construction documents and any applicable requirements of governmental authorities and law. The County and the CCBOE agree that all amounts received by either of them as refunds of State of North Carolina sales tax with respect to expenditures made in connection with the Project will be deposited in the Odell Grades 3-5 Elementary School project account as funds available for the acquisition and construction of the Project.

To the extent permitted by law, the CCBOE shall indemnify and save the County harmless against and from all claims by or on behalf of any person, firm, corporation or other legal entity arising from the construction and other accomplishment of the Project; but the CCBOE is not obligated to pay any obligation of the County under any financing arrangement obtained by the County for the Project or to indemnify any party to any such financing arrangement for any third-party claims asserted by or against any such party relating to the

payment of such obligation of the County under any financing arrangement. The CCBOE shall be notified promptly by the County of any action or proceeding brought in connection with any such claims arising from the construction and other accomplishment of the Project.

Section II. Project Description.

The CCBOE shall have the right to make any changes in the description of the Project or of any component or components thereof.

Section III. CCBOE's Right to Enforce Contracts.

The County hereby assigns to the CCBOE as the County's agent for the purposes of this Agreement all of its rights and powers under all purchase orders and contracts it has entered into with respect to the Project, and the CCBOE shall have the right to enforce in its own name or the name of the County such purchase orders or contracts; provided, however, that the assignment by the County shall not prevent the County from asserting said rights and powers in its own behalf.

Section IV. Acceptance.

The CCBOE, for one dollar (\$1.00) and other good and valuable consideration in hand received, does hereby accept the foregoing appointment as agent of the County for the purposes set forth in Section I hereof.

Section V. Disclaimers of the County.

The CCBOE acknowledges and agrees that the design of the Project has not been made by the County, that the County has not supplied any plans or specifications with respect thereto and that the County (a) is not a manufacturer of, or a dealer in, any of the component parts of the Project or similar projects, (b) has not made any recommendation, given any advice or taken any other action with respect to the choice of any supplier or vendor with respect to the Project; and (c) has not made any warranty or, other representation, express or implied, that the Project or any component part thereof or any property or rights relating thereto (i) will not result in or cause injury, or damage to persons or property, (ii) has been or will be properly designed or constructed or will accomplish the results which the CCBOE intends therefore, or (iii) is safe in any manner or respect.

The County makes no express or implied warranty or representation of any kind whatsoever with respect to the Project or any component part thereof to the CCBOE or any other circumstance whatsoever with respect thereto, including, but not limited to, (a) any suitability thereof for any purpose; (b) the design or condition thereof; (c) the safety, workmanship, quality or capacity thereof (d) compliance thereof with the requirements of any law, rule specification or contract pertaining thereto; (e) any latent defect; (f) the ability thereof to perform any function; (g) that the funds advanced pursuant to any financing arrangement obtained by the County for the Project will be sufficient (together with other available funds of the CCBOE) to pay the cost of constructing the Project; (h) or any other characteristic of the Project; it being agreed that all

risks relating to the Project, the completion thereof or the transactions contemplated hereby or by any financing arrangement obtained by the County for the Project are to be borne by the CCBOE, and the benefits of any and all implied warranties and representations of the County are hereby waived by the CCBOE.

IN WITNESS WHEREOF, the parties hereto have executed and attested this Agency Agreement by their officers thereunto duly authorized as of the day and year first written above.

CABARRUS COUNTY CCBOE OF EDUCATION

By: _____
Chair, CCBOE of Education

ATTEST:

Secretary

(SEAL)

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

Finance Director

CABARRUS COUNTY, NORTH CAROLINA

By: _____
Chairperson
CCBOC of Commissioners

ATTEST:

Clerk, CCBOC of Commissioners

(SEAL)

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

Finance Director

EXHIBIT A

BEGINNING at an existing 1/2" iron rod, said iron rod being the northeast corner of Odell Volunteer Fire Department, Inc. (D.B. 307, Pg. 157) and the northwest corner of Cabarrus County Board of Education (D.B. 121, Pg. 284, D.B. 208, Pg. 298 & D.B. 275, Pg. 259) and being on the southern right-of-way of N.C. Hwy. 73; thence leaving the said Odell Volunteer Fire Department, Inc. property and along said N.C. Hwy. 73 right-of-way South 80°28'49" East 406.76 feet to a new iron pipe set, said iron pipe being on the western right-of-way of Odell School Road; thence leaving said N.C. Hwy. 73 right-of-way and along said Odell School Road right-of-way South 14°55'21" East 913.18 feet to an existing 1/2" iron rod, said iron rod being a corner of ERJOLA 550 Kindermack, LLC (D.B. 713, Pg. 233); thence leaving the said Odell School Road right-of-way and along said ERJOLA 550 Kindermack, LLC the following four (4) as follows 1) South 77°12'59" West 761.39 feet to an existing 1/2" iron rod, 2) South 77°13'51" West 238.66 feet to an existing 1/2" iron rod, 3) North 19°07'00" West 525.08 feet to a new iron pipe set, said iron pipe being a corner of Douglas Martin Foster (D.B. 1927, Pg. 9); thence leaving said Cabarrus County Board of Education (D.B. 121, Pg. 284, D.B. 208, Pg. 298 & D.B. 275, Pg. 259), 4) South 71°59'21" West 36.36 feet to an 1/2" iron rod, said iron rod being the southeast corner of Rocky River Crossing, LLC (D.B. 9336, Pg. 171 – Tract 2); thence leaving said ERJOLA 550 Kindermack LLC property and along said Rocky River Crossing, LLC property North 17°14'03" West 640.72 feet to a new iron pipe, said iron pipe being on the southern property line of Rocky River Crossing, LLC (D.B. 9336, Pg. 171 – Tract 1); thence leaving said Rocky River Crossing, LLC – Tract 2 and along Rocky River Crossing, LLC – Tract 1 the following two (2) calls as follows, 1) South 79°59'58" East 18.54 feet to an existing 1" iron pipe, 2) North 12°03'39" East 196.19 feet to an existing iron pipe, said iron pipe being on the southern right-of-way of N.C. Hwy. 73; thence leaving said Rocky River Crossing, LLC – Tract 1 and along said N.C. Hwy. 73 right-of-way South 80°22'51" East 368.31 feet to a new iron pipe set, said iron pipe being the northwest corner of Odell Volunteer Fire Department, Inc. (D.B. 418, Pg. 238); thence leaving said N.C. Hwy. 73 right-of-way and along said Odell Volunteer Fire Department, Inc. (D.B. 418, Pg. 238) the following two (2) calls as follows, 1) South 9°57'40" West 198.51 feet to an existing 1/2" iron rod, 2) South 80°06'32" East 149.71 feet to an existing 1/2" iron rod, said iron rod being the southwest corner of said Odell Volunteer Fire Department, Inc. (D.B. 307, Pg. 157); thence leaving said Odell Volunteer Fire Department, Inc. (D.B. 418, Pg. 238) and along said Odell Volunteer Fire Department, Inc. (D.B. 307, Pg. 157) the following three (3) calls as follows, 1) South 80°07'29" East 125.11 feet to an existing 1/2" iron rod, 2) North 21°52'14" East 194.29 feet to an existing 1/2" iron rod, 3) North 24°02'37" East 10.23 feet to the point and place of **BEGINNING**. Containing 26.04± acres

NORTH CAROLINA SPECIAL WARRANTY DEED

Excise Tax: \$N/A (no consideration for which excise tax is payable)

Tax Parcel Identification Number: _____

This instrument was prepared by and mail after recording to:

Womble Carlyle Sandridge & Rice, LLP (PSR)
301 South College Street, Suite 3500, Charlotte, North Carolina 28202
[No title search or title opinion rendered.]

Brief Description for the Index

Odell Road school

THIS DEED made this _____ day of _____, 2014, by and between

GRANTOR

CABARRUS COUNTY BOARD OF EDUCATION, a corporate body formed under the laws of North Carolina

GRANTEE

CABARRUS COUNTY, a body politic and political subdivision of the State of North Carolina

Address: P. O. Box 707
Concord, North Carolina 28026

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in Cabarrus County, North Carolina and more particularly described as follows:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

NOTE: THIS FORM CONTAINS REVISIONS WHICH ARE DIFFERENT FROM THE PROVISIONS OF THE OFFICIAL FORM PROMULGATED BY THE NORTH CAROLINA BAR ASSOCIATION AND SHOULD BE CAREFULLY REVIEWED PRIOR TO EXECUTION.
WCSR 33264169v1

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

AND the Grantor covenants with the Grantee that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions: taxes for 2011 and subsequent years, not yet due and payable; easements and rights of way of record; easements for utilities on or crossing the property; matters that would be shown on a current survey of the property.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be signed in its name by its duly authorized officer or manager, the day and year first above written.

CABARRUS COUNTY BOARD OF EDUCATION

By: _____ (SEAL)

Name: _____

Title: Chairperson

Attest: _____ (SEAL)

Title: Secretary

COUNTY OF CABARRUS

I, _____, a Notary Public of aforesaid County and State, certify that the following person(s) personally appeared before me this day, and I have personal knowledge of the identity of the person(s) or I have seen satisfactory evidence of the identity of the person(s) by a current state or federal identification with the person(s) photograph in the form of a _____; each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

[name of person(s)]

_____, as Chairperson, and

_____, as Secretary, of the Cabarrus County Board of Education.

Witness my hand and official seal, this the ____ day of _____, 2014.

[NOTARIAL SEAL]

NOTARY PUBLIC

Print or type name: _____

My Commission Expires: _____

EXHIBIT A
Parcel Description
Odell School

BEGINNING at an existing 1/2" iron rod, said iron rod being the northeast corner of Odell Volunteer Fire Department, Inc. (D.B. 307, Pg. 157) and the northwest corner of Cabarrus County Board of Education (D.B. 121, Pg. 284, D.B. 208, Pg. 298 & D.B. 275, Pg. 259) and being on the southern right-of-way of N.C. Hwy. 73; thence leaving the said Odell Volunteer Fire Department, Inc. property and along said N.C. Hwy. 73 right-of-way South 80°28'49" East 406.76 feet to a new iron pipe set, said iron pipe being on the western right-of-way of Odell School Road; thence leaving said N.C. Hwy. 73 right-of-way and along said Odell School Road right-of-way South 14°55'21" East 913.18 feet to an existing 1/2" iron rod, said iron rod being a corner of ERJOLA 550 Kindermack, LLC (D.B. 713, Pg. 233); thence leaving the said Odell School Road right-of-way and along said ERJOLA 550 Kindermack, LLC the following four (4) as follows 1) South 77°12'59" West 761.39 feet to an existing 1/2" iron rod, 2) South 77°13'51" West 238.66 feet to an existing 1/2" iron rod, 3) North 19°07'00" West 525.08 feet to a new iron pipe set, said iron pipe being a corner of Douglas Martin Foster (D.B. 1927, Pg. 9); thence leaving said Cabarrus County Board of Education (D.B. 121, Pg. 284, D.B. 208, Pg. 298 & D.B. 275, Pg. 259), 4) South 71°59'21" West 36.36 feet to an 1/2" iron rod, said iron rod being the southeast corner of Rocky River Crossing, LLC (D.B. 9336, Pg. 171 – Tract 2); thence leaving said ERJOLA 550 Kindermack LLC property and along said Rocky River Crossing, LLC property North 17°14'03" West 640.72 feet to a new iron pipe, said iron pipe being on the southern property line of Rocky River Crossing, LLC (D.B. 9336, Pg. 171 – Tract 1); thence leaving said Rocky River Crossing, LLC – Tract 2 and along Rocky River Crossing, LLC – Tract 1 the following two (2) calls as follows, 1) South 79°59'58" East 18.54 feet to an existing 1" iron pipe, 2) North 12°03'39" East 196.19 feet to an existing iron pipe, said iron pipe being on the southern right-of-way of N.C. Hwy. 73; thence leaving said Rocky River Crossing, LLC – Tract 1 and along said N.C. Hwy. 73 right-of-way South 80°22'51" East 368.31 feet to a new iron pipe set, said iron pipe being the northwest corner of Odell Volunteer Fire Department, Inc. (D.B. 418, Pg. 238); thence leaving said N.C. Hwy. 73 right-of-way and along said Odell Volunteer Fire Department, Inc. (D.B. 418, Pg. 238) the following two (2) calls as follows, 1) South 9°57'40" West 198.51 feet to an existing 1/2" iron rod, 2) South 80°06'32" East 149.71 feet to an existing 1/2" iron rod, said iron rod being the southwest corner of said Odell Volunteer Fire Department, Inc. (D.B. 307, Pg. 157); thence leaving said Odell Volunteer Fire Department, Inc. (D.B. 418, Pg. 238) and along said Odell Volunteer Fire Department, Inc. (D.B. 307, Pg. 157) the following three (3) calls as follows, 1) South 80°07'29" East 125.11 feet to an existing 1/2" iron rod, 2) North 21°52'14" East 194.29 feet to an existing 1/2" iron rod, 3) North 24°02'37" East 10.23 feet to the point and place of **BEGINNING**. Containing 26.04± acres



CABARRUS COUNTY

BOARD OF COMMISSIONERS WORK SESSION

DECEMBER 1, 2014
6:15 P.M.

AGENDA CATEGORY:

Discussion Items for Action at December 15, 2014 Meeting

SUBJECT:

Salisbury-Rowan Community Action Agency, Inc. - Presentation of FY 15-16 Application for Funding

BRIEF SUMMARY:

Representatives from the Salisbury-Rowan Community Action Agency, Inc. (SRCAA) will present their FY2015-16 Application for Funding. This agency provides services for economically disadvantaged citizens in Cabarrus and Rowan Counties.

Per North Carolina Code NCAC 97C.0111(8), the agency is required to submit the application to the Board of Commissioners for review.

REQUESTED ACTION:

Motion to acknowledge receipt of the SRCAA's FY2015-16 Community Services Block Grant funding application.

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Dr. Jean Harvey, Salisbury-Rowan Community Action Agency, Inc.
Megan Smit, Clerk to the Board

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

- [Presentation](#)
 - [Application Packet](#)
-



**Salisbury-Rowan Community Action Agency, Inc.
2015-2016 Community Service Block Grant
Application
Presentation to Board of Commissioners**

What are Community Action Agencies?

Community Action Agencies (CAAs) are nonprofit private and public organizations established under the Economic Opportunity Act of 1964 to fight America's War on Poverty. Community Action Agencies help people to help themselves in achieving self-sufficiency. Today there are approximately 1,100 Community Action Agencies in the United States.

In 2014, SRCAA celebrated serving individuals and families for 50 years.

Agency Mission

Salisbury-Rowan Community Action Agency, Inc. provides services for individuals, children and families to enhance their quality of life and promote opportunities for self-sufficiency.

Agency Vision

Everyone will have opportunity for success in life.



Community Service Block Grant

The Community Service Block Grant provides anti-poverty funding for income eligible individuals.

SRCAA Long Range Goal - (CSBG)

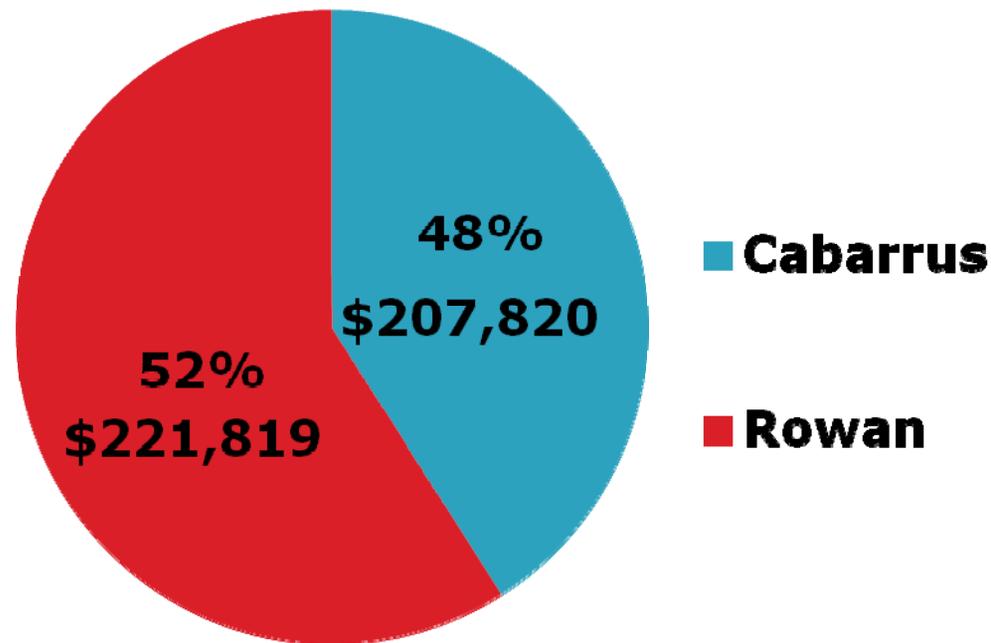
To provide support and comprehensive services for individuals and families to develop skills and increase income so that forty-five (45) may rise above the poverty level between July 1,2013 and June 30,2016.



SRCAA CSBG Budget Overview

Total Annual Budget - \$429,639

Funding by County



Participant Services - \$53,900

Return on Investment:

20 participants above poverty level

Services Provided through Community Service Block Grant Funds

- Outreach
- Securing Standard Housing
- Education
- Childcare Assistance
- Transportation (*Transit passes, fuel*)
- Employment
- Health Care
- Food
- Clothing
- Furniture/Appliances



Community Impact in 2014 By County

OUTCOME	COUNTY		
	CABARRUS	ROWAN	
Rose Above the Poverty Guidelines	2	7	9
Obtained Employment	12	16	28
Obtained Better Employment	1	4	5
Obtained a job with medical benefits	1	4	5
Completed Education/Training	6	6	9
Secured Standard Housing	2	5	7
Received Emergency Assistance	12	17	19

Actually Outcome: 126 persons served

One woman's journey to self-sufficiency

Ms. Lekeshia Lynch
Bachelor of Social Work
Cum Laude
Johnson C. Smith University



One woman's journey to self-sufficiency cont.

Lekeisha Lynch enrolled in the Family Services Program August, 2011, and successfully graduated July, 2014. Ms. Lynch overcame many barriers during her enrollment in the program, and through it all she faithfully strived towards achieving self-sufficiency.

Lekeisha Lynch graduated on May 4, 2014, Cum Laude from Johnson C. Smith University with a Bachelor of Social Work Degree. In addition she was accepted into the University of South Carolina's accelerated Master's Program for Social work. On May 27, 2014, Ms. Lynch was also honored as a scholarship recipient for the Concord Cabarrus Professional Business Women Association, and was granted several other scholarships for her excellent academics.



Sweet & Tasty Self Sufficiency Success!



**Amazon.com Launch
Concord, NC
November 19, 2014**



**Susan G. Komen Fundraiser
Lane Bryant, Afton Village
September 26, 2014**

Linay Hilts entered the Family Self Sufficiency Program in August 2014. She is a single mother of four, who entered the program with a goal of obtaining employment, job skill certifications and a desire to turn her passion for pastry arts into a profitable business. With the assistance of her Family Development Specialist she has completed two of her stated goals in less than ninety days. Linay has obtained two employment certifications, which led to her becoming employed with two jobs for the first time since 2010.

Linay is currently working as a Substitute Teacher with Cabarrus County Schools, where she utilizes her Effective Teacher Training Certification. Linay is also employed with Amazon.com's Fulfillment center, and her custom cupcake clientele is growing by leaps and bounds from the multiple networking opportunities while she acquires job skill certifications.

Linay possesses an Associate's Degree in Culinary Arts from Johnson and Wales and has a growing custom cupcake business! Linay recently showcased her talents, skills, and passion for pastry arts, by catering for Amazon.com's Grand Opening Launch on November 19, 2014, here in Concord, NC. Linay also understands the importance of service to her community which led her to join forces with a local retailer to raise money for breast cancer as well as share her custom cupcakes with the Cabarrus County community. On September 26, 2014, Lane Bryant, located in Afton Village welcomed Linay and her cupcakes where ten percent of the cupcake sales were donated to the Susan G. Komen Foundation.

Linay is currently working with her Family Development Specialist, to acquire entrepreneurial skills, in support of her desire and program goal of expanding and starting a custom cupcake bakery here in Cabarrus County!



Employment Accomplishments -2013

SRCAA Family Development Specialists assisted participants with gaining employment and entrepreneurship skills. Many have obtained jobs with various employers such as:

- American Red Cross
- Vocational Rehabilitation
- Stanley Tools
- Men's Warehouse
- HomeInstead
- Day Mark Recovery
- Food Lion Corporate Office
- American Health
- Connexions
- YMCA of Greater Charlotte



Self-Help Training & Workshops Provided in 2014

1. Understanding goal and activity planning
2. Conducting employment searches
3. Parenting skills
4. Maintaining good health and nutrition
5. Building healthy relationships
6. Budgeting and Financial Literacy
7. Preparing for Homeownership/Building credit scores
8. Job and Career Readiness
9. Navigating Higher Education
10. Entrepreneurship-being your own boss



Partnership Development

- ▶ In 2013-2014 SRCOA Obtained Signed (MOUs)
- ▶ Memorandums of Understanding with 12 partners:
- ▶ Rowan County and Cabarrus County DSS; Good Will Career Connections, Cabarrus Health Alliance, Cabarrus Partnership for Children, East Spencer Housing Authority, Rowan Helping Ministries, ResCare, Salisbury Housing Authority, Operation: Good Jobs in partnership with Goodwill NWNC and Walmart, Rowan County Head start



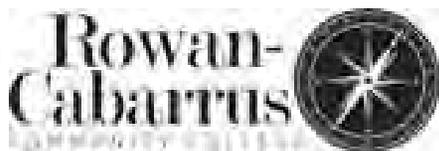
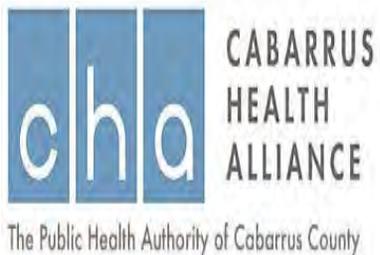
Partnership Opportunities

- ▶ Business Development
- ▶ SRCAA would like to continue to expand our partnerships and enhance current relationships in an effort to enhance the skills of our participants and improve the workforce in the County!
- ▶ If you can help us, please call: Dr. Jean Harvey @ 704-216-2194

SRCAA Partners



City of Kannapolis



SRCAA's Family Services Program funded by
North Carolina Department of
Health and Human Services
Department of Economic Opportunity
Community Service Block Grant Program



The grant application is due on January 31, 2015

Salisbury Rowan Community Action Agency



Main office
1300 W. Bank Street
Salisbury, NC 28144
(704)633-6633

Cabarrus Office
1413 Sedan Avenue
Kannapolis, NC 28083
(704) 939-6154

Salisbury-Rowan COMMUNITY ACTION AGENCY, INC.

1300 W. Bank St. • Salisbury, NC 28144 • Phone: 704-633-6633 • Fax: 704-633-7814

William "Pete" Kennedy, Board Chairman
Donna W. Cook, Vice Chair
Suzette Davis, Secretary



Tammy Corpening, Treasurer
Carlos Watson, Parliamentarian
Stanley Wilson, Executive Director

November 20, 2014

Megan Smit, Clerk to the Board
Cabarrus County Commissioners
PO BX 707
Concord, NC 28026-0707

Dear Ms. Smit,

Enclosed you will find a copy of the Salisbury Rowan Community Action Agency's Community Services Block Grant (CSBG) for FY 2015-2016. The North Carolina Code NCAC 97C .01118 (8) requires the agency to submit the application to its local board(s) of commissioners in each county served for review. If applicable please provide comments, send a copy of the board agenda, and complete and notarize the form which is enclosed as it needs to accompany the application.

If you have any additional questions or concerns please contact me at 704-633-6633.

Sincerely,

A handwritten signature in black ink, appearing to read "Stan Wilson", with a long horizontal flourish extending to the right.

Stan Wilson
Executive Director
Salisbury Rowan Community Action Agency

North Carolina Department of Health and Human Services

Division of Social Services/Economic and Family Services



Community Services Block Grant Program

Fiscal Year 2015-16 Application for Funding

Project Period July 1, 2015 – June 30, 2016

Application Due Date: January 30, 2015

Agency Information	
Agency:	Salisbury Rowan Community Action Agency, Inc.
Federal I.D.	560840196
DUNS Number:	170667315
Administrative Office Address:	1300 W. Bank Street Salisbury, NC 28144-3910
Mailing Address (include the 4-digit zip code extension):	1300 W. Bank Street Salisbury, NC 28144-3910
Telephone Number:	704 633-6633
Fax Number:	704 633-5570
Board Chairperson:	William R. Kennedy
Board Chairperson's Address: (where communications should be sent)	1300 W. Bank Street Salisbury, NC 28144-3910
Board Chairperson's Term of Office (enter beginning and end dates):	NA – (elected official)
Executive Director:	Stan Wilson
Executive Director Email Address:	stanwilson@srcaa.com
Agency Fiscal Officer:	Michael Curtis
Fiscal Officer Email Address:	michaelcurtis@srcaa.com
CSBG Program Director:	Dr. Jean Harvey
CSBG Program Director Email Address:	jeanharvey@srcaa.com
Counties Served with CSBG funds:	Rowan and Cabarrus

North Carolina Department of Health and Human Services
 Office of Economic Opportunity - Verna P. Best, Director
 2420 Mail Service Center / Raleigh, North Carolina 27699-2420
<http://www.ncdhhs.gov/oeo/>

Checklist to Submit a Complete Community Services Block Grant (CSBG) Application

Please put a check mark in the appropriate box to show that you have included the completed document with your application. All documents are required with the exception of those that say "if applicable."

Item	Included (✓)
Signed Application Certification (blue ink only)	✓
Signed Board Membership Roster (blue ink only)	✓
Board of Directors Officers and Committees	✓
Planning Process Narrative	✓
Form 210 – Agency Strategy for Eliminating Poverty	✓
Form 212 – One-Year Work Program	✓
Monitoring, Assessment and Evaluation Plan	✓
Form 212A – CSBG Administrative Support Worksheet (if applicable)	✓
Form 225 – Agency Budget Information	✓
Form 225N-Budget Narrative	✓
<u>Appendices (to be attached by the Applicant):</u>	
• Organizational Chart (do not include names)	✓
• Job Description and Resume for the Agency's Executive Director	✓
• Job Description and Resume for the Agency's Chief Financial Officer	✓
• Job Descriptions for all CSBG employees (do not include names)	✓
• Affirmative Action Plan	✓
• Documentation of Public Hearings for Initial Planning Process:	✓
Copy of Public Notice(s) from Newspaper(s)	✓
Agenda of Public Meeting(s)	✓
Copy of Attendance Sheet(s)	✓
Minutes of Public Meeting(s)	✓
• Documentation for Notice of Intent to Apply:	✓
Copy of advertisement(s)	✓
• Documentation of Submission to County Commissioners:	✓
Certified document from county clerk	✓
Commissioners' comments or minutes (if applicable)	✓
• Cognizant-Approved Indirect Cost Agreement	✓
• Cost Allocation Plan (if applicable)	✓
• IRS Tax Exemption Verification	✓
• Contracts and Leases	✓
• Vehicle Registrations	N/A
<u>Forms to be completed by the Applicant. The forms are included:</u>	
• IRS Tax Exemption Verification Form (Annual)	✓
• Conflict of Interest Acknowledgement and Policy	✓
• Conflict of Interest Verification (Annual)	✓
• State Grant Certification – No Overdue Tax Debts	✓
• State Certification - Contractor Certifications Required by N.C. Law	✓
• Federal Certifications	✓
• Federal Funding Accountability and Transparency Act (FFATA) Attach evidence of Central Contractor Registration (CCR)	✓

**Community Services Block Grant Program
Fiscal Year 2015-16 Application for Funding
Certification and Assurances**

Public Hearing on the Initial Plan

We herein certify that a public hearing as required by 10A NCAC 97B .0402 Citizen Participation in the Application Process occurred on _____ for the initial planning process for the agency's current project plan and the agency has maintained documentation to confirm the process of the public hearing.

For multi-county providers, indicate the date and the county the hearing was held.

Date	County	Date	County
November 25, 2013	Cabarrus		
November 25, 2013	Rowan		

County Commissioners' Review

We herein certify that the application for this project period was submitted to the Board of County Commissioners for review and comment on 12/01/2014 Cabarrus and 12/01/2014 Rowan as required by 10A NCAC 97C .0111(A).

For multi-county providers, indicate the county and date the application for funding was presented to the Board of County Commissioners as required by 10A NCAC 97C .0111(B).

Date	County	Date	County
12/01/2014	Cabarrus		
12/01/2014	Rowan		

Board of Directors Approval of the Application

I hereby certify that the information contained in the attached application is true and the Board of Directors has reviewed and approved this application for the Community Services Block Grant Program.

Date of Board Approval: _____

Board Chairperson: _____
(Signature) (Date)

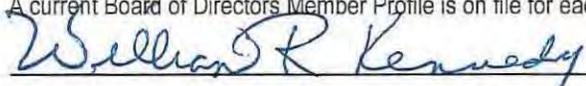
Finance Committee Chairperson: _____
(Signature) (Date)

Board of Directors' Membership Roster

Total Seats Per Agency Bylaws	15			Total Current Vacant Seats	0	
Total Number of Seats Reserved for Each Sector	Poor	5	Public	5	Private	5
Total Number of Vacant Seats Per Each Sector	Poor	0	Public	0	Private	0

Name	County of Residence	Address	Community Group/ Area Represented	Date Initially Seated [month/year]	Number of Terms Served [completed]	Current Term Expiration [month/year]
Representatives of the Poor						
1..Mary Lowe	Rowan	PO Box 185 Granite Quarry, NC 28072	South Rowan Neighborhood Club	08/2011	0	08/2018
2.Eleanor Quadirah	Rowan	P.O. Box 176, Salisbury, NC 28145-0176	Eastside Community	11/2014	0	11/2017
3.Mildred Vann	Davidson	1204 Liberty Drive Thomasville, NC 27360	Head Start Policy Council	01/2009	0	01/2016
4.Nathan Currie	Rowan	PO Box 2349, Salisbury, NC 28145	Head Start Policy Council	01/2013	0	01/2020
5.Douglas Lawrie	Moore	808 Mimosa Drive, Vass, NC 28394	Head Start Policy Council	01/2013	0	01/2020
Public Elected Officials						
1.William Kennedy	Rowan	PO Box 335 Salisbury, NC 28145	Salisbury City Council	11/2005	1	12/2015
2.Donna White-Cook	Cabarrus	1208 Crossbow Circle Concord, NC 28087	Concord City Council	06/2004	1	12/2017
3.Tammy Corpening	Rowan	PO Box 152 East Spencer, NC 28039	Town of East Spencer	03/2010	0	03/2017
4.Deborah Howell	Rowan	2300 Innes Street Salisbury, NC 28145	Rowan County Board of Commissioners	04/2014	1	03/2016
5.Jeff Janke	Rowan	5575 Creekwood Drive, Salisbury, NC 28147	Rowan County Board of Commissioners	08/2014	1	07/2016
Representatives of Private Organizations						
1.Essie Ruffin	Rowan	1095 Viola Lane, Salisbury, NC 28146	Dunbar Alumni Ass.	04/2013	0	4/2020
2.Suzette Davis	Rowan	403 Ashbrook Road Salisbury, NC 28144	Livingstone College	07/2011	0	07/2018
3.Vernoica Cherry	Cabarrus	2010 Applegate Drive Concord, NC 28027 (Cabarrus)	Liberty Primitive Baptist Church	09/2011	0	09/2018
4.Carlos Watson	Cabarrus	5901 Underwood Ave. Charlotte, NC 28213 (Cabarrus)	Kappa Foundation	09/2011	0	09/2018
5. Clara Corry	Rowan	210 Lloyd Street, Salisbury, NC 28144	West End Comm. Club	01/2014	0	01/2021

The signature of the Board of Directors Chairperson certifies that the persons representing the poor were selected by a democratic process and that there is documentation on file that confirms the selection of all board members. In addition, by signing below, the Board of Directors Chairperson confirms that the selection of all board members coincide with the directives outlined in the agency's bylaws. A current Board of Directors Member Profile is on file for each member.



 Board of Directors Chairperson

Board of Directors' Officers and Committees

Note: All committees of the board should fairly reflect the composition of the board (10A NCAC 97C .0109). Be sure to identify the chairperson and other committee positions.

Name	Office	Sector Represented	County Represented*
Officers of the Board			
William Pete Kennedy	Board Chairman	Public	Rowan
Dr. Donna White-Cook	Vice Board Chairman	Public	Cabarrus
Suzette Davis	Secretary	Private	Rowan
Tammy Corpening	Treasurer	Public	Rowan
Committee Name: Executive Committee			
William Kennedy	Committee Chair	Public	Rowan
Donna White-Cook		Public	Cabarrus
Deborah Howell		Public	Rowan
Tammy Corpening		Public	Rowan
Suzette Davis		Private	Rowan
Committee Name: Personnel Committee			
Deborah Howell	Committee Chair	Public	Rowan
Suzette Davis		Private	Rowan
Mary Lowe		Poor	Rowan
Carlos Watson		Private	Cabarrus
Nathan Currie		Poor	Rowan
Committee Name: Finance Committee			
Tammy Corpening	Committee Chair	Public	Rowan
Donna White-Cook		Public	Cabarrus
Suzette Davis		Private	Rowan
Mary Lowe		Poor	Rowan
Douglas Lawrie		Poor	Moore
Nathan Currie		Poor	Rowan
Committee Name: Planning & Evaluation Committee			
Veronica Cherry	Committee Chair	Private	Cabarrus
Clara Corry		Private	Rowan
Suzette Davis		Private	Rowan
Eleanor Quadirah		Poor	Rowan
Nathan Currie		Poor	Rowan
Committee Name: By Laws Committee			
Carlos Watson	Committee Chair	Private	Cabarrus
Eleanor Quadirah		Poor	Rowan
Mildred Vann		Poor	Rowan
Donna White-Cook		Public	Cabarrus
Douglas Lawrie		Poor	Moore
Committee Name: Membership Committee			
Donna White-Cook		Public	Cabarrus
Clara Corry		Private	Rowan
Mildred Vann	Committee Chair	Poor	Rowan
Tammy Corpening		Public	Rowan
Veronica Cherry		Private	Cabarrus

*To be completed by agencies serving multiple counties.

**Community Services Block Grant Program
Fiscal Year 2015-16 Application for Funding
Planning Process Narrative**

1. Explain in detail how each of the following was involved in the planning and development of this strategic plan.
 - a. **Low-Income Community: The Poor:** Low income persons are seated on the SRCAA, Inc. Board of Directors to ensure broad community participation and involvement. The Head Start Policy Council Advisory is made up of low-income person who meet once per month to review programs and to address meeting the needs of the low-income community. Members from that Council are represented on the Board. A community assessment was completed in the Spring/Summer of 2013. Low income residents were surveyed in both counties and their feedback (results of the survey) on community needs were integrated in the report. Those results were used to inform the work of the Board at their annual retreat in the fall of 2014.

Representatives of the Poor on the Board advocate for the needs of the participants at varying levels. Participants themselves are free to express their concerns with staff and the program director. They are surveyed during workshops facilitated to improve their skills and knowledge about the services provided to them. Integrating a culture of excellence will require that poverty reducing strategies are planned and implemented and measured at each level of the organization.

- b. **Agency Staff:** Staff is encouraged to participate in partnerships and collaborations with Community Partners and task forces designed to meet the needs of mutually served participants. These monthly partnerships offer forums for input and sharing to address the cause, concerns, and resources in low-income communities where staff work. Staff as well as partners serving the same populations were surveyed during the community assessment process and participated in focus groups. Staff and partner feedback was considered in the development and revisions of the strategic plan and the management of service delivery at SRCAA in 2013 as part of the strategic plan's Collaboration Project. The Collaboration Project was aimed at identifying overlap in the service delivery as well as procedures and processes used by various departments. In FY 2013-2014 steps have been taken to cross train the staff as part of the ongoing collaboration effort between programs to meet the needs of low-income families in Family Services. The inclusion of these two staff in the process is moving the agency toward a more seamless service delivery system. . Two other staff, the CSBG Program Director and the Education Coordinator, was asked in 2014 to work with the local Community College to determine if an Adult GED program was feasible for SRCAA. This item, identified in the strategic plan was explored and after several months of talks and negotiations with the Rowan Cabarrus Community College, a new class for adults is eminent. Since space is limited at SRCAA another local partner, Miller Recreation Center will probably be the host site for an Adult GED program. This is an important step in meeting the needs of not just SRCAA families but those in the community as well. The GED/HS diploma is a critical component in achieving self-sufficiency.
 - c. **Agency's Board Members:** The SRCAA, Inc. Board of Directors whose members volunteer on the Planning and Evaluation committee, in conjunction with the Executive Director, reviews all phases of the planning process and makes recommendations to the full Board of Directors. The Board is responsible for identifying the needs of low income people.

The Board utilizes the strategic planning process to provide direction for the agency and the staff in order to address that need. In 2013, the Board utilized the ROMA Goals to guide the process. By integrating the ROMA goals into the development of the plan they were able to:

- Assess poverty needs and conditions within the community;
- Define a clear agency anti-poverty mission for community action and a strategy to address those needs.
- Identify both immediate and longer term strategies in the context of existing resources and opportunities in the community;
- Identify specific improvements, or results, to be achieved among low-income people and the community; and
- Organize and implement programs, services, and activities, such as advocacy, within the agency and among "partnering" organizations, to achieve anticipated results.

These aspects of the strategic plan were revisited at this year's agency retreat. One recurring concern for the agency is the need for affordable housing solutions in both counties. The Board discussed and committed to making ongoing assessments of the housing need for participants and developing plans for addressing that need for low income families being served.

Since the Board meets annually the strategic plan is a living document which the Board and the Executive Director use to ensure that the services delivered to low-income families meet their needs. At this year's retreat, the Board chose to focus on becoming a performance-based organization. Therefore, the Board and the Executive Director will continue to develop strategies of excellence for the organization to help them plan for becoming an organization that is cognizant of what works best when serving low-income families and how SRCAA can do that well.

2. Describe your agency's method and criteria for identifying poverty causes and list the identified causes. Also describe the methods and criteria used to determine priority and selection of strategies to be implemented that will address the poverty causes.

Our agency identifies poverty causes by staying abreast of current literature on poverty, being active in the North Carolina and National Community Action Agency Associations, attending conferences, workshops and State (OEO) conferences, being knowledgeable about the communities and the participants in those communities, and assessing community need by asking low-income people and the agencies who serve them what those causes are. In 2012 the Community Assessment process conducted (for our agency by a Head Start consultant) included a needs assessment and planning process that asked not only low income individuals but partners about changes in the socio-economic landscape of our counties, state and our nation. The Head Start requirement for this assessment is every three years. During the last two years, one notable gap in services at SRCAA is the lack of Latino participation in the CSBG program.

The Head Start Community Assessment conducted in 2012 indicated the need for increased services to these families to more adequately reflect the county demographic populations where CSBG programs are located (Rowan and Cabarrus). Since July, 2014, SRCAA has contracted with a Hispanic consultant to achieve this goal and to increase SRCAA's ability to serve this population. Several families have been referred to the Waiting List. The effort to reach more diverse low-income families further demonstrates the staff's willingness to implement a specific strategy while addressing an element of the strategic plan.

Certain factors that are determined to impact poverty or change the current landscape are consistent over the years. However, other socio/environmental factors such as economic downturns, fluctuation in the job market, growth in various industries or simultaneous decline in

others, impact communities and the ability of residents to gain, maintain or improve employment options. Other shifts at the federal and state level, Department of Health and Human Services and the NC Dept. of Human Services, Commerce, and Health etc. such as adverse changes in Unemployment Insurance, Medicaid, SNAP, Work First, and Child Care subsidies adversely affect our program participants and will continue to adversely impact the ability of our constituents to rise above poverty. Last year, the reauthorization of Food Stamps caused many participants to go long periods without assistance. This created a shift of need regarding services around keeping families fed. Hunger is a serious problem in Rowan County, a recently published article from Rowan Helping Ministries stated that over 19% of our neighbors live in poverty. Also over 24,000 people (17.4%) struggle to pay for food. Poor people continue to experience the ill effects and financial burden of choosing between buying groceries or paying for heat.

Based on the Community Assessment and other methods of feedback from our participants, the Board and Program staff determines and prioritize the service delivery strategies that can be implemented to best meet the needs of low-income persons.

Strategies that have been used in the past and some new strategies to address poverty causes include:

- a. Focusing on wages that would move a family above poverty based on family size and identifying job opportunities for families that would most likely result in success for them
 - b. Creating a more intensive work search/employment plan that requires job seekers to be accountable to their Family Development Specialist.
 - c. Requiring families to take incremental steps toward achieving self-sufficiency that build upon the prior step and is geared toward the specific attainment of a specific job. For instance, participants who take the class and obtain the certificate for forklift training, are guided toward companies and openings that need that skill and are hiring people who are eager to obtain jobs in that area.
3. Describe activities that your agency has undertaken to advocate for and empower low-income individuals and families to achieve economic independence and security.

In May 2012, SRCAA made a conscientious choice to shift the approach used with families from a deficit-based model to one of empowerment and strengths. This model requires the entire network to think of ways to empower families to achieve their own goals and to improve the internal systems of service delivery to be able to meet people where they are. The last few years in North Carolina and in the U. S. have left many families in the lower socio-economic strata to be faced with more challenges to their economic independence and their present and future security.

SRCAA is currently training all staff working directly with families and individuals in the strengths-based model called the "Family Development Credential". This initiative began sweeping the country in the 1980s in an effort to teach workers to effectively serve, advocate and empower families and teach those same skills to families. The model teaches workers to partner with families and help them set proper goals and activities for themselves so they can become self-sufficient. Advocacy is taught in the curriculum and SRCAA staff learns skills and core competencies that when used with families improve the families' ability to not only identify, but reach those goals. The current economic climate has created more challenges and staffs are constantly brainstorming strategies to meet the families' constantly changing needs.

During fiscal year 2014, two Family Development Specialists with substantial tenure found employment elsewhere opening the door for new staff to work on the CSBG funded project. Three Masters Level Staff were hired and are doing well. However, once those staff have learned the

fundamental requirements of the program, it will be critical for them to attend the training model used by SRCAA regarding family engagement. All new staff will be enrolled in a strengths-based model within the next year since empowerment models have been proven to help families achieve self-sufficiency.

Other strategies involve, inviting families to participate in volunteer activities and to represent the agency at community forums, and other agency events, to tell their story and to be proud to share their accomplishments when asked. This year, success stories are being published regularly in the agency's electronic newsletter and two Family Services participants who have risen above poverty or achieved several program successes, represented the program at the Annual Board meeting in November 2014..

SRCAA will continue to provide various educational workshops and training mechanisms to empower low-income families and individuals. The overall goal of SRCAA is to assist low-income individuals to gain a sense of ownership and a stake in their community while strengthen their families. The agency will continue to be an active member of state and national associations that advocate on behalf of low-income families to eradicate poverty.

In the former grant year, SRCAA became more proactive in engaging the Hispanic community in Rowan and Cabarrus Counties. In Rowan County, there are many Hispanic families enrolled in our Head Start program. By reducing the silo between these two SRCAA programs first, recruitment into the Family Services (CSBG) program is a natural fit and complement. Additional outreach is being conducted to try and improve our relationships in those communities and diversity our participant base. This effort is being coordinated by the new contract Multi-cultural Consultant who has a targeted goal to reach 50 new Hispanic and Latino families in 2014-2015 so they can be eligible for the services offered.

4. Describe how your agency plans to make more effective use of, coordinate and form partnerships with other organizations and programs including: State welfare reform efforts; public and private resources; religious organizations, charitable groups, and community organizations.

SRCAA staff, program managers and the Executive Director participate on relevant Boards, Committees and planning entities in both Rowan and Cabarrus Counties such as the NC Workforce Development Board managers and partners meetings; the Salisbury and East Spencer Housing Authority partner meeting, the Goodwill sponsored Business Advisory Board, the Project Re-Entry partners meeting and many more. Our agency will continue to increase our visibility and our impact by forming new partnerships with organizations and continuing to host Community Forums.

In the summer of 2014 SRCAA again participated in funding allocation committees at the local United Way (UW). While the goal of the allocation planning process was to renew funding for other UW organizations, it allowed the UW and 70 other community partners to continue being exposed to SRCAA staff and our purpose.

Additionally in this program year, SRCAA was able to solidify partnerships with 12 organizations with which we regularly do business. MOUs, (memorandums of understanding), were collected in both counties.

In Cabarrus County with for profit entities to help meet the needs of participants like – County Cleaners, Dollar General, O'Reilly's Auto Parts, Homewood Suites (for reduced hotel nights for homeless families) and Shaw University for space usage and student referrals for higher education.

These are real examples of how public-private nonprofit partnerships can address and reduce barriers to poverty for community residents. It is SRCAA's goal to explore other similar options in Rowan County.

In 2013 relationships established in Rowan with service providers and the local DSS office at the Director's level continued to flourish. The group began to meet regularly and had topic focused meeting that addressed issues of poverty, unemployment, housing and the like. The Director of Youth and Family Services meets monthly with the Director of DSS and other prominent, child welfare, domestic violence, health care clinic directors find creative solutions for Rowan County. One of the most recent topics for discussion was how to get leaders and workers trained in "Bridges Out Of Poverty", Ruby Payne's model for understanding families in poverty and strategies to help them overcome barriers to success.

Finally, SRCAA intends to identify and partner with already established Latino organizations in our two service counties and other non-profit and public entities that have Hispanic families as their consumers. Forums, advertisement, word-of-mouth, Heritage and Community events sponsored by SRCAA and other organizations will be targeted to increase and improve those partnerships with the goal of enrolling more Latino families. The addition of the multicultural consultant for PY 2014-2015 added a dimension of active and increased recruitment of the Hispanic families in our program. To date she has recruited 22 of the fifty families and they were placed on the program waiting list.

5. Describe how your agency will establish linkages between governmental and other social services programs to assure the effective delivery of such services to low-income individuals, to avoid the duplication of such services and to fill identified gaps in services, through the provision of information, referrals, case management and follow-up consultations.

(See number 4 above).

Collaboration with our local Departments of Human Services, Divisions of Workforce Solutions, Rowan Helping Ministries, Cooperative Christian Ministries, Goodwill Industries, the Salvation Army, and various faith-based and nonprofit organizations, enables SRCAA to serve, refer and minimize the duplication of services. By sitting on committees such as Workforce Solutions Center monthly, staff are keenly aware of services provided by other agencies and organizations. An example of preventing the duplication of services is the utilization of Cooperative Extensions and Health Departments to provide food, nutrition and health services and training and Goodwill Industries to provide resume preparation, interviewing techniques and certification training - instead of doing it ourselves. By continuing to collaborate with other human service agencies this helps to close any service gaps in SRCAA areas.

SRCAA is closing service gaps internally as well. Since participation in all programs is determined by income eligibility, staffs are now becoming intentional about enrolling CSBG participants in WIA youth and/or adult services and ensuring that their young are enrolled in Head Start. Case consultation with external agencies and internal case managers occurs to meet the family development needs of participants. In real time, there can effectively be several persons assigned to one family. By holding case conferencing, families can be less overwhelmed by competing goals and requirements by multiple organizations.

After working together internally for one year, staff at SRCAA are revisiting when the best time to enroll youth in need of CSBG assistance is. It is important that they develop the work readiness skills offered by the WIA funded program first and develop a sense of maturity so they are ready to be successful in Family Services and can keep up with the demands on them to attain full time employment.

6. Provide a description of how your agency will support innovative community and neighborhood-based initiatives related to the purposes of the Community Services Block Grant (fatherhood initiatives and other initiatives with the goal of strengthening families and encouraging effective parenting).

SRCAA continues to participate in community-wide coalition-building and resource development to meet the needs of individuals and families and reduce barriers to family and community growth. At the beginning of the school year, parents sign a partnership agreement that they will be fully involved with their children, and set goals for their family. This gives low-income families the capability to make decisions, initiate programs, and obtain resources to encourage stronger families in our area. Parent trainings are also offered in areas such as: Parenting skills, child and health development, preparation of food, and child abuse and neglect. By offering these services, parents' skills are strengthened and parents' understand the responsibility they have to their children. SRCAA continues to provide support to families as they learn new skills.

Internally, the merging of departments included an intentional effort to train Family Development Specialists in Head Start in the Parent, Family and Community Engagement Framework. The ultimate goal of the framework is to ensure families understand what school readiness is. One way to improve and enhance the families' in Head Start will be to ensure they are enrolled in the Family Self Sufficiency program. A strategic focus will be placed on increasing the enrollment of Hispanic families and making the programs within SRCAA more seamless. During the upcoming months and years, FDS's will train families in core competencies of parenting and school readiness. SRCAA will also be in conversation with the National Fatherhood Initiative (NFI) to increase father-focus. Family Services (CSBG) will partner with Head Start to improve the way fathers are treated as integral family members in goal the goal attainment process.

7. Describe activities that your agency has undertaken or plans to undertake, on an emergency basis, for the provision of such supplies and services, nutritious foods and related services, as may be necessary to counteract conditions of starvation and malnutrition among low-income individuals.

Salisbury Rowan Community Action Agency, Inc. has established partnerships with local food banks, churches, and nonprofit organizations. Referrals are given to the participants to obtain emergency food assistance as well as referrals to the local Department of Social Services for the Food and Nutrition Program. We also offer food and nutrition workshops hosted by the North Carolina Cooperative Extension. SRCAA staffs ensure that income eligible participants are enrolled in SNAP however in 2013-14 most if not all participants had to undergo Food Stamp reauthorization and that process had families going up to four months without food assistance last year. For those families and those who are not SNAP eligible food banks and food cards from local emergency organizations, SRCAA does provide emergency assistance.

8. Describe how your agency will coordinate the provision of employment and training activities with entities providing activities through statewide and local workforce investment systems under the Workforce Investment Act of 1998.

SRCAA, Inc. will continue to contract with Centralina Workforce Development Board to provide WIA Title I youth services in Rowan and Cabarrus counties. The WIA youth services include: academic learning, work experience, summer employment opportunities, and other related supportive services. Connected through the local Workforce Investment System, SRCAA, Inc. will continue to connect with other youth resources.

In 2013, WIA Adult Services in NC were transferred through contractual agreement from the Division of Workforce Solutions (DWS) to some private contractors as part of the Integrated Service Delivery model being implemented statewide. The contracted provider in both Rowan and Cabarrus (our service area) has become a partner with SRCAA and referral source. Meetings were held recently in both counties to forge a relationship that will be mutually beneficial for both entities and reduce replication of services in similar populations. Other county resources that continue to engage in planning with the DWS are the Department of Human Services, Health Department, Public Schools, Community Colleges, and Vocational Rehabilitation. Connections with employment and training activities will provide interventions and a direct link to the labor market. For adults in our program that are eligible for adult and dislocated worker services referrals are made to the local DWS offices and/or the provider ResCare.

9. Describe how your agency will ensure coordination with the emergency energy crisis intervention program under title XXVI (relating to low-income home energy assistance).

SRCAA, Inc. has a Weatherization /HARRP Program and will continue to coordinate services to participants in Rowan County to save on their overall energy cost. Referrals will also be given to participants to enroll in the Crisis Intervention Program through the Department of Human Services, Cooperative Christian Ministries, Rowan Helping Ministries, and the Salvation Army.

10. Describe the needs of low-income youth and your agency's efforts to promote increased community coordination and collaboration in meeting the needs of low-income youth.

SRCAA, Inc. Career and Education Training Services (Workforce Investment Act Program) continues to serve 65 low-income youth whose needs include basic literacy skills, a GED, standard housing due to homelessness, runaway, foster and pregnant teen as well as, offender and disability services. The Career and Education Training Services (WIA) Program commits to an intensive and detailed case management approach for service delivery. The Program assumed the responsibility for providing extensive coordination, necessary between all service providers such as:

- DWS (Division of Workforce Solutions) formerly Job Link Center – (Rowan and Cabarrus)
- Rowan Cabarrus Community College
- Rowan Salisbury Schools
- Department Of Social Services – (Rowan and Cabarrus)
- Vocational Rehabilitation - (Rowan and Cabarrus)
- Career Connections
- NC Research Center
- Health Department - (Rowan and Cabarrus)
- Juvenile Justice
- NC Agriculture Extension Service
- Adolescent Pregnancy Council
- Team Chevrolet
- Livingstone College
- Barber Scotia College
- Goodwill – (Rowan and Cabarrus)
- Project SAFE (Rowan)

- Project Re-Entry – (Cabarrus)

The Board of Directors merging of two departments Career and Education Training Services (WIA Youth) and the Family Services (CSBG) strategically aligned SRCAA to serve youth and families. This has helped to unify our approach to case management and youth and family development.

11. Describe activities that your agency has undertaken or plans to undertake to establish a pool of unrestricted funds to further the agency's mission and reduce dependency on government funding.

a. Funds to support services for low-income persons

In the past, SRCAA, Inc. has used local faith-based organizations and private sources in Rowan to donate services and finances throughout the year to help our agency serve the low-income community when CSBG funds are not available. SRCAA seeks additional, appropriate grants to meet the needs of our population beyond CSBG funding. In the past year a corporate partnership has been solidified and we are in conversation with the Community Relations Departments of area banks to begin increasing our unrestricted funds from corporations and foundations. One Bank – Fifth Third has awarded SRCAA a \$10,000 grant.

b. Funds to support the overall agency

The SRCAA, Inc. Board of Directors lead by its Fundraising Committee will continue with its current fund development strategy.

1. Identify and develop a fundraising goal for 2014-2015 (ongoing)
2. Develop and expand the current donor base (ongoing)
3. Seek small community development awards from corporations (one received)
4. Become an option for United Way donations (current)
5. Seek United Way funding (one grant received and one applied for in 2014)
6. Identify other potential leaders/donors (ongoing)
 - Corporate sponsors
 - Foundations
 - Major gifts
 - Private corporate and individual donors
7. Continue improving our technology and ability to reach more people through fundraising through social media (technology and internal communications has improved since last year)
The agency has identified the following as opportunities to expand technology and fundraising:
 - Sales force, which is a web-based program for non-profits that assist in managing and tracking donors, grants, donations, and recurring gifts.
 - Actively use Facebook, Twitter or other social media
 - The SRCAA Website continued to be upgraded
 - The goal is to allow for direct donations and to demonstrate the agency's performance through our website.

12. Describe your agency's method for informing custodial parents in single-parent families that participate in CSBG programming about the availability of child support services. In addition, describe your method for referring eligible parents to the child support office[s].

Assessments are completed at intake to address the need of the families. Referrals are made to Rowan and Cabarrus County Department of Social Services Child Support Division. If custodial parents do not have an active Child Support order, the Family Development Specialists will download applications from the NC Department of Health and Human Services website and assist them with completing the application.

**Community Services Block Grant Program
Fiscal Year 2015-16 Application for Funding
OEO Form 210**

Agency Strategy for Eliminating Poverty

Planning Period: 7/1/2013-6/30/2016

Section I: Identification of the Problem (use additional sheets if necessary)

1. Give the Poverty Cause name(s), rank the poverty cause(s) and identify which one(s) the agency will address.

Assess poverty needs and conditions within the community facing low-income participants related to a) no or underemployment, b) little or no education or vocational skills and c) no or substandard housing. SRCAA will provide supportive services for families or individuals to develop skills and increased income so they may rise above the income poverty level.

SRCAA Family Services will use the Family Development approach to partner with participants and the community to:

- Develop/Sustain a strategy to address those needs, both immediate and longer term, in the context of existing resources and opportunities in the community;
 - Identify specific outcomes to be achieved among low-income people and the community; and
 - Organize and implement program services, and activities, such as advocacy, support and guidance within the agency and among "partnering" organizations, to achieve anticipated results.
2. Describe the poverty cause(s) in detail in the community with appropriate statistical data (include data sources). Explain why the problem exists. Identify the segment of the population and give the number of people experiencing the problem. Explain how the persons are adversely affected.

The population of North Carolina is estimated to be 9,848,060 in 2013 according to the census bureau. Rowan County's population estimate is 138, 019 and Cabarrus County which is more densely populated is 181,468. The median income in NC is \$46,450 and is lower in Rowan than Cabarrus by over \$11,000. Rowan County's median income is \$43,121 and Cabarrus County's median income is \$54,280. For the purposes of this grant whose participants must be income eligible, 16.9% of Rowan's population is below the poverty level and only 11.9% of Cabarrus is under the poverty level.

With regard to race, 71.7% of North Carolinians are White, 22% are Black and 9% are of Hispanic or Latino origin. In Rowan 80% are White, 17% are Black and 8% are of Hispanic origin. In Cabarrus 78% are White, 17% are Black and 10% are of Hispanic origin. Approximately half were employed, about 40% were unemployed and 90% of them are renting. These demographics depict the constituents who are most in need of the services in these two counties.

The Board, Executive Director and Program Director are working with staff to increase recruitment to the Hispanic community to attain minimum 10% Hispanic families in all of the programs offered. With the hiring of a Multicultural Specialist for the program, we expect to enroll at least 12 of the 50 recruited families by the end of PY2014-2015.

Unemployment/Underemployment

In the last year, no significant job growth has occurred in Rowan or but in this year in Cabarrus county Gordon Foods is coming to Kannapolis, Amazon has come to Concord and the old Phillip Morris plant in Concord has been bought by a manufacturing company that is expecting to bring 2500 new jobs. This continues to impact our service area tremendously and high unemployment rates keep our waiting lists fluctuating around 30 families at any given time in each county. The long waits to receive services have forced SRCAA to be more strategic about our intake strategy. We have found that constituents in need of self-sufficiency services do not want to wait six months to a year to receive them. Therefore we have attempted to send letters of interest first to persons on the wait list and found that many have moved or are difficult or unable to contact.

There are some distinguishable differences anecdotally, between the counties and the services requested. In Rowan more of the applicants need additional training and jobs. In Cabarrus, people have had jobs, lost them due to a variety of factors and are seeking re-employment. On some levels, Cabarrus residents have had higher educational attainment prior to applying. However people still come to SRCAA affected by mill closings, Phillip Morris closing and in Rowan a possible outsourcing by Westinghouse will add to more job elimination. As of October 30, 2014 the current unemployment rate for Rowan County is 7% or four thousand, six hundred and seventy, (4,670). People unemployed in Cabarrus County are 6.3% or five thousand eight hundred and twenty-six (5,826). Cabarrus has more opportunities for growth and is adjacent to Mecklenburg County (Charlotte). Although Charlotte is about 45 miles from Rowan, more participants are choosing to look for jobs there. For lower paying jobs, transportation costs are cost prohibitive and severely impact the participants' personal budgets.

Education/Vocation

The 2012 Closing the Gap Skills Survey of NC conducted by the Centralina Workforce Development Board Report states that "National trends continue to indicate that communities throughout the country are facing current or imminent shortage of skilled workers to meet the demands of local employers". This fact adds to the continued high unemployment rate and requires service providers to discuss alternative education/vocation options to attain the skills that employers want.

Families are at risk due to the lack of jobs, not enough or the right education and skills for the jobs available. According to the census bureau North Carolina's High school graduation rate for persons over 25 is 85%. In Cabarrus County, the graduation rate for this same group is 86% and persons with Bachelor's Degrees or higher is 24.2% compared to the states 27%. In Rowan County, there is a marked difference. High school graduates over 25 years of age, is only 80.4 % and those with Bachelor's degrees or higher dips to 16.7%. This explains why more requests in Rowan are for education/skills training. Persons who are unemployed or underemployed are at risk for related social factors like mental health disorders, depression, drug and alcohol use, and anxiety and can experience compromised decision making regarding meeting the basic needs for their family. SRCAA provides more support for educational/vocational attainment than any other service request. Although in FY 2013=2014 SRCAA did not attain the outcome for school and vocation completion, the staffs are approaching approvals for school differently. They are helping families determine if school full-time is the most efficient way to help them or if some work part-time and some school will help them succeed faster by infusing some income into the families while they learn to secure and maintain employment.

Housing/Homelessness

Homeownership rates in NC are approximately 67% of the population; in Rowan nearly 69% of the population is homeowners and nearly 74% of the population in Cabarrus is homeowners. Most of the persons served in the Self-Sufficiency program are not homeowners and are not eligible for homeownership due to low incomes and poor credit ratings. Services related to improving credit stability and financial literacy are offered every year.

Reduced subsidized housing stock and long waitlists for city and county housing authorities in both counties contribute to program participants making choices to live in substandard housing or in crowded conditions with family members. Rowan County is building additional subsidized housing within walking distance of the office. Cabarrus County continues to experience long wait lists and capacity housing. CSBG funds are utilized to relocate participants and improve their housing conditions. Area shelters are over-crowded and the homeless rate has increased with a continuous migration from other service areas causing shelters to reach capacity.

Rowan County Helping Ministries for the homeless has sheltered 623 different men, women and children with 22,009 nights of shelter services in the last year. That agency which services most of the homeless in Rowan build and new shelter in this fiscal year adding more needed beds. This high increase of individuals needing shelter still contributes to families living in cars, abandoned homes or wherever they can find shelter. Each year those in our community who struggle financially seem to face additional challenges. Families continue to be at risk for homelessness due to the lack of jobs, education and limited job skills.

In Cabarrus County over the last several months (according to Cooperative Christian Ministries who operate the shelters), both the men's, women's and women with children programs designed to serve the homeless in Cabarrus have been full. The last five (5) applicants to the SRCAA Cabarrus Self-Sufficiency program indicated their housing status as homeless. They were living in shelters, temporarily with families, in cars and in hotels. Cabarrus County does not have a unified strategy to address homelessness, primarily because social service providers were formerly able to meet the need. That is no longer the case. Subsidized housing waitlists in both counties can be as long as two years and private income-based housing options are full and wait listed as well.

Salisbury Rowan Community Action Agency, Inc. intends to address the issues related to employment, education and housing, that face our families. In their quests for self-sufficiency. We want our families to have the opportunity to be employed or better employed, obtain better educations and job training skills, and live in the housing of their choice, strengthening their families and their communities.

Section II: Resource Analysis (use additional sheets if necessary)

3. Resources Available:
 - a. Agency Resources:

Salisbury Rowan Community Action Agency has the internal capacity to serve its families. Support from three other programs internally for Youth, Weatherization and Head Start and Early Head Start allow us to assess families' needs beyond what is provided by CSBG funding. Family and Youth Development Specialists are now collaborating on referrals within the agency. They work together to help families solve their own problems and meet their goals. This shift to collaboration increases the potential for success for program participants while it minimizes the stress for competing goals set by multiple programs. It also enhances the capacity for families to receive additional services of which they were not previously aware.

b. Community Resources:

SRCAA partners with many nonprofit human service agencies, schools, colleges, community development organizations, governmental entities and faith organizations to aid our participants in reaching their goals and to change the way business is conducted in the community on their behalf. Managers and staff in both counties actively build partnerships and work together with those partners to address poverty causes and seek solutions for the eradication of the barriers to economic self-sufficiency for Rowan and Cabarrus county residents. Some partners are Rowan and Cabarrus County Department of Social Services, Rowan Helping Ministries, Cooperative Christian Ministries, Rowan and Cabarrus County Salvation Army and various other faith based, and non-profit organization, all who help us, serve our constituents more efficiently.

4. Resources Needed:

c. Agency Resources:

SRCAA continues to enhance its internal systems. The information technology systems used by our staff provide some outcome data however there are multiple departments using different systems. In January 2013, IT was outsourced to improve internal IT communication systems, consequently sites external to the main office in Salisbury were better connected through email and IT services. This advancement allows staff working with families to serve them more efficiently and expediently. Other resources are needed and being sought to develop a database system for interface and tracking the work being done with families. Reporting of outcomes to various funders would be greatly enhanced if these resources come available. SRCAA is exploring that option for FY 2015-2016 in a meaningful way. If a data system were available that not only collects and retains good data but can produce it efficiently for reporting and garnering funds, then it is worth exploring.

d. Community Resources:

Community resources that address the rising numbers of homeless persons and or those in need of Affordable Housing in Cabarrus and Rowan counties is a resource need yet untapped. Providers at Workforce meetings have identified the need for a strategy to address housing and homelessness. At the SRCAA Board Retreat in October 2014, again affordable housing options were a prioritized topic. While the Board discussed home ownership, more immediate solutions for low-income families to reduce homelessness or transiency, will be at the center of future Board Planning discussions. Additional community resources, such as the newly formed Housing Advocacy Commission formed by the City of Salisbury will try to develop a community-wide strategy to end homelessness, is important to our participants continue to be informed of different avenues and strategies to expedite placements in subsidized housing options.

Section III: Goal and Strategy

5. Long-Range Goal:

To provide support and comprehensive services to low-income families and individuals to develop skills and income so that forty-five (45) may rise above the poverty income level before 06/30/2016.

6. Strategies for Achieving Long-Range Goal:

To provide supportive services for families or individuals to develop skills and increased income so they may rise above the income poverty level.

Objectives

- To provide family development and case management services for low-income families so that they can rise above the poverty level.
- To ensure that program participants understand their role in the partnership with SRCAA so they are able to identify, create and attain their goals.
- To continue our partnership with area corporate, private and community partners to eliminate the barriers to poverty that prevent our participants from being successful
- To work closely with local offices of the Department of Human Services to address the needs of our participants.
- To work closely with the Department of Workforce Solutions to keep the community abreast of the employment trends and available work.
- To continue providing individual participant counseling, mentoring and referrals to increase participant awareness of community and agency resources.
- To plan and implement goals and set strategies with the families.
- To continue to invite low-income individuals to join advisory boards and committees.
- To increase fund development to close the gap between CSBG funding and participants need.
- To continue to research, participate in national and local conversations about poverty and its eradication, expanding the knowledge base of staff and participants.
- To improve outreach to Latino families within our catchment areas and already enrolled in other SRCAA programs.

**Community Services Block Grant Program
Fiscal Year 2015-16 Application for Funding
One-Year Work Program
OEO Form 212**

Section I: Project Identification							
1. Project Name:	Self-Sufficiency Program						
2. Poverty Cause Name:	Assess poverty needs and conditions within the community facing low-income participants related to a) no or underemployment, b) little or no education or vocational skills and c) no or substandard housing.						
3. Long-Range Goal:	To provide support and comprehensive services for individuals and families to develop skills and increase income so that forty-five (45) may rise above the poverty level by 06/30/2016.						
4. Selected Strategy:	To provide supportive services for families or individuals to develop skills and increased income so they may rise above the income poverty level.						
5. Project Period:	July 1, 2015	To	June 30, 2016	Plan Year	3	of	3
6. CSBG Funds Requested for this Project:	\$429,639.00						
7. Total Number Expected to Be Served:	120						
a. Expected Number of New Clients	40						
b. Expected Number of Carryover Clients	80						
8. Number expected to be moved above Federal Poverty Guidelines this year (Self-Sufficiency Projects):							
9. Percent of Long-Range Goal Expected to be Met this Year (For projects other than Self-Sufficiency):							

Section II: One-Year CSBG Program Objective and Activities						
Activities	Position Title(s)	Implementation Schedule				
		First Quarter	Second Quarter	Third Quarter	Fourth Quarter	
Objective: To provide support and comprehensive services to assist forty (40) new individuals and seventy (80) carryover families to increase their skills and income to rise above poverty level by June 30, 2016	Director of Youth and Family Services; Family Development Specialists	80	100 (20)	110 (10)	120 (10)	
Maintain an adequate record-keeping system to ensure accurate accountability of the project activities.	Director of Youth and Family Services; Family Development Specialists	7/01/15- 9/30/15	10/1/15- 12/31/15	1/1/16- 3/31/16	4/1/16- 6/30/16	
Provide program administrative oversight/assistance such as waiting list, office functions, communications with funders, partners, staff, participants	Director of Youth and Family Services	7/01/15- 9/30/15	10/1/15- 12/31/15	1/1/16- 3/31/16	4/1/16- 6/30/16	
Monitor AR4CA to ensure that data to support program activities are entered into the database.	Director of Youth and Family Services	7/01/15- 9/30/15	10/1/15- 12/31/15	1/1/16- 3/31/16	4/1/16- 6/30/16	
Prepare and submit monthly, quarterly, and yearly reports to the agency Board of Directors and to the Office of Economic Opportunities.	Director of Youth and Family Services	7/01/15- 9/30/15	10/1/15- 12/31/15	1/1/16- 3/31/16	4/1/16- 6/30/16	

**Community Services Block Grant Program
Fiscal Year 2015-16 Application for Funding
One-Year Work Program
OEO Form 212 (continued)**

Section II: One-Year CSBG Program Objective and Activities (continued)					
Activities	Position Title(s)	Implementation Schedule			
		First Quarter	Second Quarter	Third Quarter	Fourth Quarter
Staff Development and Training Research, Plan, and inform CSBG staff about upcoming training opportunities to enhance and improve effective and efficient job performance and delivery of services to participants.	Director of Youth and Family Services	7/01/15- 9/30/15	10/1/15- 12/31/15	1/1/16- 3/31/16	4/1/16- 6/30/16
Supportive Services Provide supportive services to assist low-income families and individuals in coordinating activities towards becoming self-sufficient.	Director of Youth and Family Services and Family Development Specialists	80	100 (20)	110 (10)	120 (10)
Provide intake, eligibility, family development, goal planning and supportive services to participants enrolling in and active participants in the Self-Sufficiency Program.	Director of Youth and Family Services and Family Development Specialists	80	100 (20)	110 (10)	120 (10)
Complete quarterly assessments on Self Sufficiency participants.	Director of Youth and Family Services and Family Development Specialists	80	100 (20)	110 (10)	120 (10)
Provide one on one counseling to address barriers and develop problem solving skills.	Family Development Specialists	80	100 (20)	110 (10)	120 (10)
Conduct one home visit bi-annually to participants after enrollment.	Family Development Specialists	80	100 (20)	110 (10)	120 (10)
To provide 10 self-help workshops per county for program participants to enhance life skills and personal development such as: 1. <i>Resume Building</i> 2. <i>Interviewing Tips/Techniques</i> 3. <i>Parenting skills</i> 4. <i>Preparing low cost meal on a budget</i> 5. <i>Building healthy relationships</i> 6. <i>Budge</i> 7. <i>Tax Talk</i> 8. <i>Preparing for Homeownership/Building credit scores</i> 9. <i>Navigating Higher Education</i> 10. <i>Entrepreneurship-being your own boss</i> (If participants does not attend – Mail packets to their homes to ensure information will be received by all families)	Director of Youth and Family Services and Family Development Specialists	4	10 (6)	16 (6)	20 (4)

Outreach Provide referrals to other Human Service agencies for additional services such as crisis, food, clothing, housing/shelter, health care, mental health services, and WIC. (Document referrals that results in outcomes through follow-up)	Family Development Specialists	7/01/15-9/30/15	10/1/15-12/31/15	1/1/16-3/31/16	4/1/16-6/30/16
Establish partnerships with other Human Service agencies in Cabarrus and Rowan County.	Director of Youth and Family Services and Family Development Specialists	7/01/15-9/30/15	10/1/15-12/31/15	1/1/16-3/31/16	4/1/16-6/30/16
Developing innovative ways to get the participants more involved in their community.	Director of Youth and Family Services and Family Development Specialists	7/01/15-9/30/15	10/1/15-12/31/15	1/1/16-3/31/16	4/1/16-6/30/16
Outcomes					
Employment Coordinate with NC Department of Commerce and temporary agencies to assist with drug screening, finger prints, criminal background checks, uniforms, and supplies.	Director of Youth and Family Services; Family Development Specialists	5	10 (5)	15 (5)	20 (5)
Obtained Better Employment Work with participants already employed to obtain better employment. Coordinate with NC Department of Commerce and temporary agencies to assist with drug screening, finger prints, criminal background checks, uniforms, and supplies.	Director of Youth and Family Services; Family Development Specialists	2	4 (2)	8 (2)	10 (2)
Obtain Jobs with Medical Benefits Work closely with Participants to increase understanding of importance of medical benefits. Work with Health Market Place brokers or trained individuals to get participants enrolled in own health coverage.	Director of Youth and Family Services, Contract Manager, Family Development Specialists	1	2 (1)	4 (2)	5 (1)
Education Provide assistance with Books, tuition, supplies, computers, uniforms, room & board fees, testing fees, and graduation fees to assist participants with completing education or training programs. Assist participants with researching appropriate educational institutions for the GED Program, higher learning training, certificate programs, and universities.	Director of Youth and Family Services; Family Development Specialists	2	5 (3)	8 (3)	15 (7)
Securing Standard Housing Assisting participants with mortgage, rental or deposit assistance to secure and maintain standard housing.	Director of Youth and Family Services; Family Development Specialists	2	4 (2)	5 (1)	6 (1)
Emergency Assistance To assist participants with rent, rental deposit and utilities (<i>water, lights, gas, fuel oil, kerosene</i>) to avoid eviction and disconnection. Natural disasters, fire, flood and infestations.	Director of Youth and Family Services; Family Development Specialists	6	11 (5)	15 (4)	20 (5)
Childcare Assistance Provide assistance with tuition payments, enrollment fees, and application fees to support employment or education goals	Director of Youth and Family Services; Family Development Specialists	2	4 (2)	8 (4)	10 (2)
Transportation - Assist participants with bus passes, taxi services, vehicle repair or deposit toward purchase, gas, insurance assistance with driving school, and tag fees to support education or employment.	Director of Youth and Family Services; Family Development Specialists	5	10 (5)	20 (10)	25 (5)

<p>Food Emergency food assistance up to \$100.00 per family when Food Stamps are not available, sufficient or family has little or no means to acquire food.</p>	<p>Director Youth and Family Services; Youth Development Specialists</p>	<p>5</p>	<p>8 (3)</p>	<p>12 (4)</p>	<p>20 (8)</p>
<p>Health Care Provide assistance with medications, physicals, medical co-payments, eye care/glasses and mental health counseling on an "as needed" basis.</p>	<p>Director of Youth and Family Services; Family Development Specialists</p>	<p>2</p>	<p>4 (2)</p>	<p>8 (4)</p>	<p>12 (4)</p>
<p>Clothing-Emergency clothing vouchers up to \$200.00 per family or non- emergent clothing for children.</p>	<p>Director Youth and Family Services; Youth Development Specialists</p>	<p>2</p>	<p>4 (2)</p>	<p>10 (6)</p>	<p>15 (5)</p>
<p>Furniture/Appliances- Examples: Used refrigerators, used furniture, (beds, and dressers) up to \$350.00 per family or replace due to infestations or damage by flood or fire or for first time apartment/home needs..</p>	<p>Director of Youth and Family Services; Family Development Specialists</p>	<p>2</p>	<p>4 (2)</p>	<p>6 (2)</p>	<p>10 (4)</p>

**Community Services Block Grant Program
Fiscal Year 2015-16 Application for Funding
One-Year Work Program
OEO Form 212 (continued)**

10. Use the tables below to enter your agency's targeted outcome results. The performance measures will be included in the agency's CSBG contract.

All CSBG grantees are required to complete Table 1. Please refer to *Performance Measures and Outcomes Definitions* on page 7 of the Fiscal Year 2015-16 CSBG Application Instructions. If your agency operates more than one project, you will also need to complete Table 2 on the following page. There should be one table of outcome measures per project.

Table 1 Outcome Measures for Project 1 (Youth and Family Services)	
Measure	Expected to Achieve the Outcome in Reporting Period (Target)
The number of participant families served.	120
The number of low-income participant families rising above the poverty level.	15
The number of participant families obtaining employment.	20
The number of participant families who are employed and obtain better employment.	10
The number of jobs with medical benefits obtained.	5
The number of participant families completing education/training programs.	15
The number of participant families securing standard housing.	6
The number of participant families provided emergency assistance.	20
The number of participant families provided employment supports.	20
The number of participant families provided educational supports.	15
The average change in the annual income per participant family experiencing a change.	This measure does not require a target, but must be reported.
The average wage rate of employed participant families.	This measure does not require a target, but must be reported.

**Community Services Block Grant Program
Fiscal Year 2015-16 Application for Funding
One-Year Work Program
OEO Form 212 (continued)**

Table 2 Outcome Measures for Project 2 (enter project name)	
Measure	Expected to Achieve the Outcome in Reporting Period (Target)
The number of participant families served.	
The number of low-income participant families rising above the poverty level.	
The number of participant families obtaining employment.	
The number of participant families who are employed and obtain better employment.	
The number of jobs with medical benefits obtained.	
The number of participant families completing education/training programs.	
The number of participant families securing standard housing.	
The number of participant families provided emergency assistance.	
The number of participant families provided employment supports.	
The number of participant families provided educational supports.	
The average change in the annual income per participant family experiencing a change.	This measure does not require a target, but must be reported.
The average wage rate of employed participant families.	This measure does not require a target, but must be reported.

Community Services Block Grant Program
 Fiscal Year 2015-16 Application for Funding
 One-Year Work Program
 OEO Form 212 (continued)

11. For Community Action Agencies that serve multiple counties, provide a breakdown of the expected *number of persons served* in each designated county in the table below. Show the total *number of persons served* in the table.

Number of Families to be Served Per County										
Agency Name: Salisbury Rowan Community Action Agency, Inc.										
Project Name: Family Self-Sufficiency Program										
County	Rowan	Cabarrus								Total
Total Planned	70	50								120
Project Name:										
County										Total
Total Planned										

**Community Services Block Grant Program
Fiscal Year 2015-16 Application for Funding
Monitoring, Assessment and Evaluation Plan**

1. Describe the role and responsibilities of the following in the assessment and evaluation of agency programs.

- a. Board of Directors:

The Board of Directors is responsible for the overall performance and evaluation of all agency programs. The Planning and Evaluation Committee is responsible for working with the Executive Director and staff to develop agency programs and services. The committee has direct oversight to review, evaluate, and monitor all programs to ensure compliance. The Board of Directors receives and reviews monthly reports detailing the performance of the agency's programs at each Board meeting.

- b. Low-Income Community:

The low-income community has input in the agency's programs through public hearings, participating on community forums, and representation on the agency's Board of Directors.

- c. Program Participants:

Program participants have the opportunity to evaluate the program by completing evaluations/surveys, participating in community forums and by serving as volunteers.

- d. Others:

Partners participate in Community Round Tables during tri-annual Community Assessments in both Rowan and Cabarrus Counties. This allows the agency and its partners to identify collaboration opportunities and improve service delivery. It also allows others to express concerns about meeting the needs of our participants during a formalized feedback process.

2. Describe how administrative policies and procedures are monitored by the Board of Directors. The Board of Director's reviews the agencies administrative policies on an annual basis. These policies include fiscal, personnel and procurement. When necessary the policies are revised and updated. The Manual and an Employee Handbook has been introduced to all staff.. The policies are monitored as part of the self-assessment process.

3. Describe how the Board acts on monitoring, assessment and evaluation reports.

The Board of Directors reviews all monitoring, assessment and evaluation reports. The board also reviews corrective measures and ensures that policies and procedures are modified based on the reports that are received. The Board also ensures that the results of the assessment are put into an action plan to improve the agency's performance.

4. Describe the Board's procedure for conducting the agency self-evaluation.

The Board of Directors along with staff annually evaluation of program governance, management systems, fiscal, partnership engagement and program effectiveness. The evaluation is documented and a work plan is completed.

5. Summarize the results of the Board's most recent self-evaluation. Describe how the information has been or will be used to develop the agency's next Strategy for Eliminating Poverty. Indicate the timeframe and planned activities for the next evaluation.

The results from the evaluation include: a) the need to increase and enhance our service delivery to the Hispanic community, b) improve our partnership collaborations around education and connectivity to housing, c) the need to expand funding beyond federal dollars. The information from the last self-evaluation information is included in the strategic plan, departmental work plans and staff performance plans. The information is also used to develop training for the next year, (board and staff). The next assessment will be conducted in June 2014, (in process now) and will be broadened to include the proposed Accreditation Standards.

**Community Services Block Grant Program
Fiscal Year 2015-16 Application for Funding
CSBG Administrative Support Worksheet
OEO Form 212A**

1. Administrative Support requested for (Name of Grant):		
2. Total amount of Administrative Support requested: \$		
3. Brief description of grant including the name of the funding source:		
4. Total Grant Amount:	\$	
5. Give the reason for requesting Administrative Support from CSBG and describe how the funds will be used: (Attach supporting documentation in the Appendices)		
6. How will the agency track the CSBG funds used for Administrative Support?		
7. Basis for determining amount of Administrative Support needed. (Please select either Indirect Costs or Cost Allocation, not both.)		
Indirect Costs		
Indirect Cost Base:		
Indirect Cost Rate %:		%
Indirect cost base amount for this grant:		\$
Percent indirect allowed by funding source for this grant:		%
Dollar amount indirect allowed by funding source for this grant:		\$
Cost Allocation		
Percent of administrative costs allowed by funding source for this grant %:		%
Dollar amount of administrative costs allowed by funding source for this grant:		\$
8. Actual numerical calculation used to determine Administrative Support needed:		
9. Administrative Support to be applied: (choose one)	Monthly	
	Quarterly	
	Annually	



**Community Services Block Grant [CSBG]
Documentation of Submission to County Commissioners**

Background: The North Carolina Administrative Code [10A NCAC 97C.0111 (b)(1)(A)] requires that each CSBG grant recipient submit its Community Anti-Poverty Plan [grant application] to each County Commissioner Board that it serves.

Instructions: This form is to be completed and notarized by the Clerk to the Board.

Agency Name: Salisbury Rowan Community Action Agency

County: Cabarrus

Date of Application Submission: _____

[Note: This application should be submitted to the County Commissioners at least thirty [30] days prior to application submission to the Office of Economic Opportunity [OEO]. The grant application is due to OEO **January 30, 2015**.

Clerk to the Board should initial all items below.

_____ The agency submitted a complete grant application for Commissioner review.

_____ The Clerk to the Board will be responsible for assuring that the application is distributed to the Commissioners.

_____ Commissioners' comments provided those to the agency. (If applicable)

Clerk to the Board

Date

Witness/Notary

Date

Budget Information

SRCAA-CSBG

SECTION IV. - SALARIES AND FRINGE BENEFITS

Position Title	Annual Salary & Wages	No. of Months	CSBG Salary	% CSBG Share FTE's	Fringe Type (Itemize)	Fringe Benefit Computation eg. Benefit Amount x No. of Months eg. Salary x benefit Amount/%	Youth & Family Services Fringes	Youth & Family Services Salary	(Insert Program Name) Fringes	(Insert Program Name) Salary
Director of Youth & Family Services Jean Harvey	\$69,680	12	\$52,260	75.00%	FICA	\$69,680 X .0765 X % CSBG share	\$3,998	\$52,260		
					SUTA	\$21,400 X 1.74% SUTA Rate X %CSBG share	\$279			
					S-T Disability	\$30 X 12 months X % CSBG share	\$270			
					Dental/ Emp Asst	\$26.37 X 12 months X % CSBG share	\$237			
					Life Insurance	\$15.4 X 12 months X % CSBG share	\$139			
					Health Insurance	\$545.9 X 12 months X % CSBG share	\$4,913			
					401K match	\$69,680 X .01 X % CSBG share	\$523			
					Workers Comp. Ins.	\$69,680 X .0038 X % CSBG share	\$199			
Family Development Specialist Denita Caldwell	\$33,072	12	\$33,072	100.00%	FICA	\$33,072 X .0765 X % CSBG share	\$2,530	\$33,072		
					SUTA	\$21,400 X 1.74% SUTA Rate X %CSBG share	\$372			
					S-T Disability	\$22.92 X 12 months X % CSBG share	\$275			
					Dental/ Emp Asst	\$26.37 X 12 months X % CSBG share	\$316			
					Life Insurance	\$7.48 X 12 months X % CSBG share	\$90			
					Health Insurance	\$949.87 X 12 months X % CSBG share	\$11,398			
					401K match	\$33,072 X .01 X % CSBG share	\$331			
					Workers Comp. Ins.	\$33,072 X .0346 X % CSBG share	\$1,144			
Family Development Specialist Dione Adkins	\$33,072	12	\$33,072	100.00%	FICA	\$33,072 X .0765 X % CSBG share	\$2,530	\$33,072		
					SUTA	\$21,400 X 1.74% SUTA Rate X %CSBG share	\$372			
					S-T Disability	\$22.92 X 12 months X % CSBG share	\$275			
					Dental/ Emp Asst	\$26.37 X 12 months X % CSBG share	\$316			
					Life Insurance	\$7.48 X 12 months X % CSBG share	\$90			
					Health Insurance	\$1,453.28 X 12 months X % CSBG share	\$17,439			
					401K match	\$33,072 X .01 X % CSBG share	\$331			
					Workers Comp. Ins.	\$33,072 X .0346 X % CSBG share	\$1,144			
Family Development Specialist Jasmine Stinson	\$30,000	12	\$30,000	100.00%	FICA	\$30,000 X .0765 X % CSBG share	\$2,295	\$30,000		
					SUTA	\$21,400 X 1.74% SUTA Rate X %CSBG share	\$372			
					S-T Disability	\$25.92 X 12 months X % CSBG share	\$311			
					Dental/ Emp Asst	\$26.37 X 12 months X % CSBG share	\$316			
					Life Insurance	\$8.36 X 12 months X % CSBG share	\$100			
					Health Insurance	\$386.59 X 12 months X % CSBG share	\$4,639			
					401K match	\$33,000 X .01 X % CSBG share	\$330			
					Workers Comp. Ins.	\$33,000 X .0346 X % CSBG share	\$1,142			
Family Development Specialist Stephanie Wallace	\$32,000	12	\$32,000	100.00%	FICA	\$32,000 X .0765 X % CSBG share	\$2,448	\$32,000		
					SUTA	\$21,400 X 1.74% SUTA Rate X %CSBG share	\$372			
					S-T Disability	\$22.2 X 12 months X % CSBG share	\$266			
					Dental/ Emp Asst	\$26.37 X 12 months X % CSBG share	\$316			
					Life Insurance	\$7.26 X 12 months X % CSBG share	\$87			
					Health Insurance	\$1,453.28 X 12 months X % CSBG share	\$17,439			
					401K match	\$32,000 X .01 X % CSBG share	\$320			
					Workers Comp. Ins.	\$32,000 X .0346 X % CSBG share	\$1,107			
	TOTAL FRINGES		\$81,375				\$81,375			
	TOTAL SALARIES		\$180,404					\$180,404		
	TOTAL FTE's			4.75						

SECTION IVb - BUDGET SUPPORT DATA

COST CATEGORY		Youth & Family Services	(Insert Program Name)	TOTAL
SPACE COST				
Rent - Cabarrus Office (\$1,155/month - 45% of space used by CSBG x 12 months)		\$6,237		\$6,237
Utilities - Cabarrus Office (included in rent \$0 x 12 months)				
Utilities - Rowan Office - Gas (\$80 /month x 12 months)		\$960		\$960
Utilities - Rowan Office - Electric (\$165 /month x 12 months)		\$1,980		\$1,980
Utilities - Rowan Office - Water/Sewer (\$6/month x 12 months)		\$72		\$72
Repairs & Maintenance - Cabarrus Office				
Repairs & Maintenance - Rowan Office (\$25/month x 12 months)		\$300		\$300
TOTAL SPACE COSTS		\$9,549		\$9,549
TRAVEL				
Staff Travel - Mileage Reimb. (100 miles per month X .56 per mile x 6 staff X 12 months)		\$4,032		\$4,032
TOTAL TRAVEL		\$4,032		\$4,032
SUPPLIES/MATERIALS				
Office Supplies - pens, pencils, paper, staples, paper clips, tape, binder clips, etc. (\$100/month x 12 months)		\$1,200		\$1,200
Copies/Duplications (\$83.33 per month x 12 months)		\$1,000		\$1,000
TOTAL SUPPLIES/MATERIALS		\$2,200		\$2,200

COUNTY BUDGET

FISCAL YEAR FY 15-16

AGENCY Salisbury-Rowan Community Action Agency, Inc.

	COUNTY NAME(S)										TOTAL
	Cabarrus	Rowan	(County)								
Per County Allocation	\$207,820	\$221,819									
Expense Categories											
Salaries & Wages	\$101,962	\$112,034									\$213,996
Fringe Benefits	\$44,022	\$47,096									\$91,118
Equipment											
Communication	\$2,280	\$2,580									\$4,860
Space Costs	\$6,237	\$3,312									\$9,549
Travel	\$2,500	\$1,532									\$4,032
Supplies/Materials	\$1,056	\$1,144									\$2,200
Contractual	\$2,448	\$2,751									\$5,199
Client Services	\$25,536	\$27,664									\$53,200
Other	\$5,137	\$5,564									\$10,701
Total Direct Costs	\$191,178	\$203,677									\$394,855
Indirect Costs	\$16,642	\$18,142									\$34,784
Admin Support (CSBG only)											
Total Costs	\$207,820	\$221,819									\$429,639

OEO Form 225N-The Budget Narrative

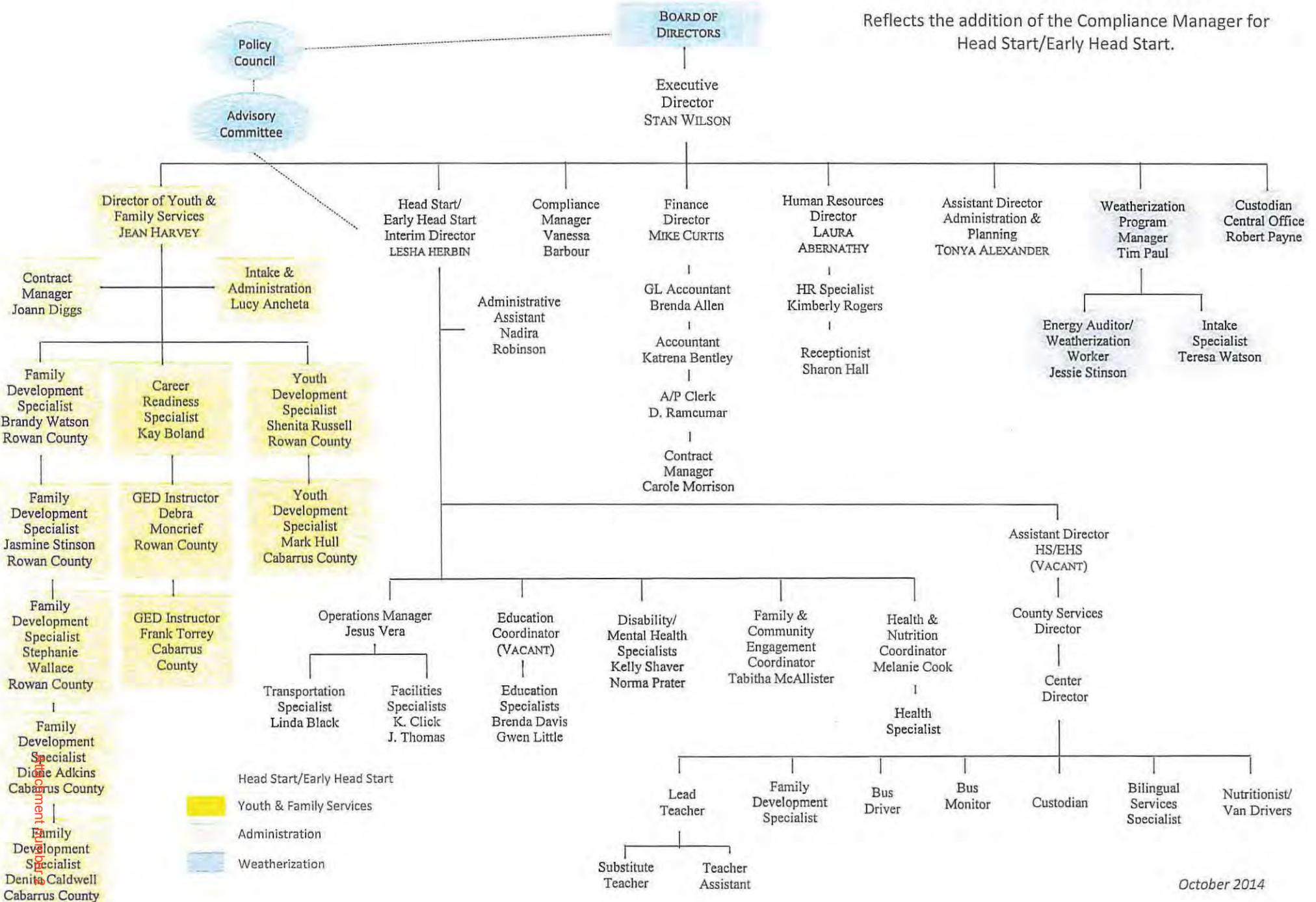
Section III-Budget Summary			
Indirect Cost Rate Information: 11.4% of Salaries and Fringes: Total \$34,783.			
Section IV-Salary and Wages			
Staff Names and Positions: Jean Harvey, Director of Youth & Family Services, - Denita Caldwell, Family Development Specialist (FDS) –Dione Atkins, Family Development Specialist (FDS), Stephanie Wallace, Family Development Specialist (FDS), Brandy Watson, Family Development Specialist (FDS) and Jasmine Stinson, Family Development Specialist (FDS).			
Fringe Benefits: FICA, Short-Term Disability, Employee Assistance Program, Life Insurance, Health Insurance, Retirement Plan – 401K, Worker's Compensations, Dental Insurance: Total \$91,118.			
Section IVa-Budget Support Data			
Communications: Telephone, Fax, internet and postage \$4,860.			
Section IVb-Budget Support Data			
Space Costs: Rent, Utilities (gas, electric, water/sewer), Repairs & Maintenance. Total \$9,549. Supplies/Materials: Office supplies – pens, pencils, paper, staples, paper clips, binders clips, etc. and copies/duplications. Total \$2,200. Travel: Staff travel –mileage reimbursement. Total \$4,032.			
Section IVc-Budget Support Data			
AR4CA for CSBG, \$3,168., Copier Lease Cabarrus, \$351. Rowan \$480.00.			
IT Support \$2,040.			
Section IVd-Budget Support Data-Contractual			
Sub-contractor [DBA if applicable]	Community Action Opportunities	Primary Contact	
Address/Phone	25 Gaston Street, Asheville, NC 28801 Tele: 828-252-2495		
Service Description	AR4CA Subscription		
Payment Arrangement	Annual Payment	Contract Duration	Annual
Sub-contractor [DBA if applicable]	Modern Impressions (IT Support)	Primary Contact	Scott Hannah
Address/Phone	5029-B West WT Harris Blvd. Charlotte, NC 28269 Tele: 336-363-5127		
Service Description	Copier Lease/Computer maintenance		
Payment Arrangement	Monthly Payment	Contract Duration	39 months
Section IVd-Budget Support Data			
Client Services:Employment & Better employment 30 @ \$400, Health Care 12 @\$100, Education 15 @\$800, Standard Housing 6@\$500, Emergency Assistance 20@\$200, Transportation 25@\$300, Daycare assistance 10@\$300, food 20@\$100, Clothing 15@\$200, Furniture 10@\$350 and Workshops/Seminars 20 @\$100; Total client services \$53,200			
Other: Staff Training – Conferences (Registration, hotel and meals), NCCAA Membership- Annual dues, Liability Insurance, Public Affairs, (advertising), Public Affairs –(promotional items), Miscellaneous – drug testing for jobs and school and retirement plan fees. TOTAL \$10,701.			
NCCAA State Conference 6 employees (5.75 FTE), including hotel, per diem and mileage estimated at a total of \$5,000			
NCCAA annual dues for six employees (5.75 FTE) estimated at a total of \$161			

Appendices

SRCAA-CSBG

SALISBURY-ROWAN COMMUNITY ACTION AGENCY, INC. ORGANIZATION CHART

Reflects the addition of the Compliance Manager for Head Start/Early Head Start.



October 2014

SALISBURY-ROWAN COMMUNITY ACTION AGENCY, INC.
EXECUTIVE DIRECTOR
JOB DESCRIPTION

Reports To: Board of Directors

Status: Exempt

Duties and Responsibilities:

The Executive Director is the Chief Executive Officer of the Salisbury-Rowan Community Action Agency, Inc. (SRCAA, Inc.). The Executive Director reports to the Board of Directors, and is responsible for the organization's consistent achievement of its mission and financial objectives. In program development and administration, the Executive Director will:

Specific committee responsibilities:

1. Assure that the organization has a long-range strategy which achieves its mission, and toward which it makes consistent and timely progress.
2. Provide leadership in developing program, organizational and financial plans with the Board of Directors and staff, and carry out plans and policies authorized by the board.
3. Promote active and broad participation by volunteers in all areas of the organization's work.
4. Maintain official records and documents, and ensure compliance with federal, state and local regulations.
5. Maintain a working knowledge of significant developments and trends in the field.

In communications, the Executive Director will:

1. See that the board is kept fully informed on the condition of the organization and all important factors influencing it.
2. Publicize the activities of the organization, its programs and goals.
3. Establish sound working relationships and cooperative arrangements with community groups and organizations.
4. Represent the programs and point of view of the organization to agencies, organizations, and the general public.

In relations with staff, the Executive Director will:

1. Be responsible for the recruitment, employment, and release of all personnel, both paid staff and volunteers.
2. Ensure that job descriptions are developed, that regular performance evaluations are held, and that sound human resource practices are in place.
3. See that an effective management team, with appropriate provision for succession, is in place.
4. Encourage staff and volunteer development and education, and assist program staff in relating their specialized work to the total program of the organization.
5. Maintain a climate which attracts, keeps, and motivates a diverse staff of top quality people.

In budget and finance, the Executive Director will:

1. Be responsible for developing and maintaining sound financial practices.

2. Work with the staff, Finance Committee, and the board in preparing a budget; see that the organization operates within budget guidelines.
3. Ensure that adequate funds are available to permit the organization to carry out its work.
4. Jointly, with the president and secretary of the board of directors, conduct official correspondence of the organization, and jointly, with designated officers, execute legal documents.

Qualifications:

Minimum: Bachelor's degree in Social Work, Business Administration, Public Administration, Planning or related field; five (5) years' experience as a Senior Administrative Officer of which two (2) must have been at a supervisory level; Planning and working with the Board of Directors and elected officials; Non-profit administrative and fiscal management and ability to create, develop and monitor budgets; Must be bondable, able to administer and write grants and work with low-income population; Basic computer skills including word processing, e-mail, Internet usage, spreadsheets or other business related applications; Must submit and satisfactorily pass a pre-employment drug test and criminal background check; Must live within a 50 mile radius of the main office (Salisbury, NC) within six (6) months after hiring; Attend periodic conferences; Possess valid driver's license and reliable transportation.

Preferred: Master's degree in Social Work, Business Administration, Public Administration, Planning or related field and above minimum qualifications.

Employee Signature

Date

Stanley E. Wilson

10931 Huntington Meadow Ln, Charlotte, NC 28273 - (980) 230-9837 – stanleywilson96@yahoo.com

QUALIFICATIONS PROFILE

A proven leader and accomplished community development strategist, with over seventeen years of service. Business development expertise encompassing public and private sectors, non-profit, and small business. Highly skilled in budgeting, expense control, scheduling, contract administration, and controlling multi-million dollar budgets. Specialized expertise with compliance with continuously changing regulations to attain grants and funding to surpass performance goals. Cultivates and nurtures long-term partnerships with key contacts to reach objectives.

CORE COMPETENCIES

- | | | |
|----------------------------------|-------------------------|--------------------------|
| ▪ Policy Development | ▪ Change Management | ▪ Facilities Management |
| ▪ Operations Management | ▪ Housing Finance | ▪ Procurement/Purchasing |
| ▪ Federal Compliance | ▪ Project Management | ▪ Strategic Planning |
| ▪ Affordable Housing Development | ▪ Federal Compliance | ▪ Financial Management |
| ▪ Team Leadership/Motivation | ▪ Negotiations | ▪ Customer Service |
| ▪ Training/Development | ▪ Multi-Site Management | ▪ Vendor Relations |

PROFESSIONAL EXPERIENCE

Salisbury-Rowan Community Action Agency, Inc., Salisbury, NC

2011 – Present

A regional non-profit organization serving six counties, Cabarrus, Davidson, Rowan, Moore, Montgomery and Stanly. The agency has revenue of approximately \$13.3 million and a staff size of 300 employees.

EXECUTIVE DIRECTOR. Provide leadership to a regional non-profit organization engaged in human services programs to include; early childhood education, family self-sufficiency, education, job training and placement services for at-risk youth and housing weatherization. Challenged to implement changes to tighten focus, streamline operations and foster an atmosphere of empowerment and accountability. Provide direct oversight of federal, state and local funding, reporting and compliance. Demonstrate expertise in the development of long and short-term organizational goals and objectives. Established plans to achieve goals set by the Board of Directors and implements policies, subject to approval by the Board of Directors. Oversee all financial functions including those necessary for auditing, budgeting, financial analysis, capital assets and property management. Responsible for the operation of twenty-three off-site facilities and the central office. Serve as liaison with the community, local and state officials and funders.

Key highlights:

- Directly responsible for functions involving strategic planning and implementation to improve service delivery and organizational capacity.
- Provide services to approximately 1,100 children and over 1,400 families and individuals on an annual basis.
- Spearheaded effort to address difficult budget cuts (\$411,250) as a result of federal sequestration.
- Restructured departments to foster connectivity, collaboration and leverage resources.
- Planned and implemented improvements to policies and procedures to include; personnel and procurement.
- Developed and implemented contract management standards and processes.
- Conducted a study to analyze the agency's technology infrastructure and implemented measures to improve performance reporting.
- Worked with Board leadership to redesign board meeting communication, processes and procedures.
- Developed and implemented a staff leadership training curriculum.
- Key partner in the West End Transformation Plan

Builders of Hope, Raleigh, NC

2010 - 2011

A non-profit Green affordable housing developer with offices in Raleigh & Charlotte, NC, Dallas, TX and New Orleans, LA. The organization has a staff size of 65 employees.

EXECUTIVE VICE PRESIDENT — OPERATIONS & PLANNING. Strengthened the organization's presence through expertise in public relations, serving as main point of contact to local, state, and Federal government officials, business partners, and community leaders. Oversaw Human Resource functions, including the development of policies and procedures, and provides performance-focused direction to seven direct reports and staff in Dallas, Raleigh, Charlotte, and New Orleans. Manages the development and ongoing activities of HopeWorks, a leading-edge job creation program, and coordinates all fundraising initiatives.

Key highlights

- Identified and introduced opportunities to optimize a reuse/rehabilitation program to increase affordable housing, including the creation of a highly successful *Community Engagement* initiative that expanded the organization's trajectory.
- Revitalized the Development Department through a meticulous restructure that enabled a more performance-driven operation.
- Defined the tactical realm of employee performance measurement with value creation strategies such as performance-based reviews that closed the gap between inexperience and inefficiency, and ensured service level requirements are met and exceeded.
- Created a conduit between new opportunities and growth by introducing the first-ever strategic planning and goal-setting process.

City Charlotte, Charlotte, NC

1998 - 2010

The City of Charlotte has approximately 6,000 employees and a budget of \$1.6B.

HOUSING DIRECTOR. Controlled multi-million dollar capital budgets, operating budgets and Federal funding programs, and created business and strategic operating plans. In charge of establishing and ensuring compliance of multiple community programs, including the Community Development Block Grant, HOME, ESG, HOPWA, Neighborhood Stabilization Program (NSP), Homeless Prevention and Rapid Re-Housing Program (HPRP) and Lead Hazard Reduction Program, and represented the organization during public forums and hearings. Complied with mandates for consolidated planning documents, including HUD Consolidated Plan, and the Consolidated Annual Performance and Evaluation Report. Provided direction to a 24-member staff.

Key highlights

- Expertise and dedication to excellence resulted in achieving a consistent 90% or higher ratings from customer and employee surveys, and achieving multiple grants, funding, and investment wins, including:
 - » Managed the assets of a \$60M+ City-loan portfolio, and contributed to the development of the City's first housing trust fund valued at \$67M.
 - » Collaborated with the Charlotte Housing Authority in the development of five HOPE VI developments (First Ward, Park at Oaklawn, Arbor Glen, Seigle Point and the initial development of Boulevard Homes).
 - » Awarded \$15M in grants from Federal Lead Hazard Reduction and State rehabilitation programs.
 - » Secured fundings of \$5.4M (HUD), \$2.6M (state), and \$6.1M (ARRA) from the Neighborhood Stabilization program funding during the Housing and Economic Recovery Act (HERA) of 2008 and the America Recovery and Reinvestment Act of 2009.
 - » Increased homeownership opportunities for more than 4,000 families as a contributor to the City's HouseCharlotte and American Dream Down Payment Assistance loan programs, including financing of construction for 11,000+ affordable homes and coordination of the City's involvement and investments for four developments.

ADDITIONAL EXPERIENCE

National Housing Director, Neighborhood Assistance Corporation of America, Jamaica Plain, MA
VP/General Manager, BarSafe, Inc., Bloomfield, CT
Capital Projects Coordinator, Town of Enfield, Connecticut
Facilities Specialist, Kaiser Permanente, Amherst, Massachusetts
Facilities/Real Estate Specialist, Allstate Insurance Company, Farmington, Connecticut

EDUCATION/PROFESSIONAL DEVELOPMENT

Bachelor's Degree, Business Administration/Management, Western New England University, Springfield, MA

Public Housing Management (PHM) Certification, NAHRO - April 2005

Nonprofit Certification – *Essentials of Business for Nonprofit Organizations*, Wake Forest University – (attending)

- NDC Housing Development Finance
- CDBG & HOME Program Administration
- Relocation (Uniform Relocation Act)
- Low-Income Housing Tax Credit Financing
- Federal Neighborhood Stabilization Program
- Head Start Act
- Public Housing Management
- Asset Management
- Impediments to Fair Housing
- Capital Fund Management
- HUD Consolidated Planning
- Federal Compliance Management

AFFILIATIONS

Board Member – North Carolina Housing Coalition

Board Member – Centralina Workforce Development Board

Former Board Member – Hope Haven, Inc.

Mentor – Communities in Schools

Member – North Carolina Community Action

Member – Community Action Partnership. Association

Member – North Carolina Center for Non-Profits

Member – Project SAFE Task Force

SALISBURY-ROWAN COMMUNITY ACTION AGENCY, INC.
DIRECTOR OF FINANCE
JOB DESCRIPTION

Department: Finance
Reports To: Executive Director
Status: Exempt

Summary

The Director of Finance is responsible for the fiscal operations of the Agency. The Director manages the accounting, reporting and budgeting functions of the organization. Financial audits and cash management are also part of the Director's responsibility. The Director of Finance reports to the Executive Director and is part of the SRCAA, Inc. Leadership Team and supervises three staff persons in the Finance Office.

DUTIES AND RESPONSIBILITIES:

Financial Management

1. Maintain the Chart of Accounts
2. Oversee the appropriate allocation of costs
3. Assure timely and correct recording of invoices and processing of checks
4. Enter monthly journal entries
 - o Make needed adjustments and corrections
 - o Record EFT transactions
 - o Enter payroll & benefit transactions
5. Protect the integrity of restricted funds
6. Prepare year-end accruals and closing entries
7. Oversee payables function, evaluating purchase orders to assuring requests are within budget guidelines and are coded according to budget component and funding source.
8. Monitor allocations within budget components.
9. Prepare program grant application budgets.
10. Prepare program budget revisions in a timely manner.
11. Assist Program Directors with budget data for grant applications and reporting.
12. Maintain and update the Financial Policies and Procedures Manual for the Agency.
13. Manage the budget process for the various programs.
14. Manage Monthly and Year-End closings and prepare all necessary reports.
15. Maintain accurate and current information regarding all revenue and expenditures, transactions and financial obligations of the Agency.
16. Maintain computerized financial recordkeeping system, (currently Blackbaud - Financial Edge).
17. Calculate expenditures and revenues, prepare and submit financial status reports and budget analysis to various funding sources and
18. Oversee the preparation of the annual audit, Forms 990 and 5500 to the IRS.
19. All other duties as assigned by the Executive Director.

Cash Management

- Draw funds in a timely manner
- Oversee recording of cash receipts
- Maintain documentation of all cash transactions

Revised January 2014

- Reconcile all bank statements, investment accounts, accounts receivable and payable accounts, miscellaneous accounts, expense accounts, fund balance accounts and all miscellaneous general ledger accounts.
- Post all cash receipts, cash disbursements and adjust entries and run necessary reports.

Non Federal Share(NSF) of Head Start Grant

- Oversee gathering of data to support “in-kind” and NFS income
- Continually explore additional ways of generating NFS income
- Ensure maintenance of complete & accurate records supporting this income

Fixed Asset Management

- Maintain complete and accurate fixed asset records including identification of those assets purchased with federal funds
- Assure computation of annual depreciation expense (if applicable)
- Keep file of leases and contracts
- Oversee annual recording of inventories

Compliance and Reporting

- Prepare monthly financial statements for Boards and management.
- Comply with all federal and state reporting requirements.
- Prepare for and work with annual financial audit; review and interpret results.
- Prepare for and participate in triennial monitoring review (Head Start) and any other program monitoring.
- Keep up to date on all financial requirements and regulations pertaining to the various programs operated by the Agency.
- Work with the Program Directors to prepare and submit required monthly reports.
- Regularly monitor functional areas (fiscal and payroll) to assure compliance with requirements of Head Start Performance Standards, or other local, state and federal regulations.
- Working knowledge of OMB Circulars.

Supervision

- Promote consistent exchange of information and a cooperative environment.
- Supervise the staff in the Finance Office
- Train and develop staff, including the delegation of responsibilities
- Supervisor and prepare annual staff evaluations

Communication

- Keep the Executive Director and Finance Committee apprised of the organization’s financial status and any critical financial issues involving the agency and its programs.
- Attend Board of Director meetings to present monthly financials and to address any questions that may arise in the absence of the Board Treasurer.
- Attend Leadership Team meetings.
- Meet monthly with the Executive Director and Program Directors and provide relevant financial information.
- Meet with the Policy Council and any other Advisory Board committees as required by the Executive Director.
- Meet monthly with the Finance Committee to review the agency’s financials.

KNOWLEDGE, SKILLS AND ABILITIES:

- Experience in financial management of a non-profit agency
- Understanding of fund accounting
- Solid computer skills, ability to learn new software easily
- Working knowledge of The Financial Edge a major plus
- Attention to detail as well as the ability to see the big picture
- Strong organizational and analytical skills
- Ability to work under pressure and meet deadlines
- Initiative and independence
- Written and oral communication skills

QUALIFICATIONS:

Minimum: Bachelor's degree in accounting with 5 years' accounting expertise and 3 years' of accounting experience with a non-profit. Possess excellent oral, written communication and organization skills.

Preferred: Certified Public Accountant or Certified Management Accountant plus 5 year's accounting expertise and 5 years' of accounting experience with a non-profit. Possess excellent oral, written communication and organization skills.

Employee Signature

Date

MICHAEL L. CURTIS

500 Wilby Drive
Charlotte, N.C. 28270
(704) 953-3643
Email: curtisfazio@bellsouth.net

PROFESSIONAL EXPERIENCE

VP Finance/CFO Direct ChassisLink, Inc. (DCLI) March 2012 to June 2013

Responsible for the treasury, financial planning and analysis, controller/financial reporting and purchasing departments for the new acquisition by a major private investment firm. Served as the Corporate Treasurer & Secretary in addition as the Pension Trustee for the corporation. DCLI is the third largest US Chassis provider in the US. Company experienced over 60% growth in its first twelve months of operation.

- In charge and led a new Cost Savings Initiative team that identified and removed over \$10 million in operating costs (per annum).
- Prepared and signed quarterly Management Discussion and Analysis (MDA) reports for the company and lenders including liquidity positions, capital resources, results of operations, positive and negative trends and significant uncertainties.
- Oversaw the semiannual Asset Based Lending (ABL) borrowing base audits which resulted in no audit findings or adjustments.
- Oversaw and signed monthly borrowing base filings for the company of over \$225 Million in Line of Credit/ABL lines of credit. Filings included complete compliance with debt requirements and covenants.
- Implemented new employee benefit packages including Health, Pension, 401K, Life and other benefits for almost 100 employees within coverage expectations and budget.
- Designed and implemented accounting policies and procedures for the new corporation.

1989 – 2012 Maersk North America Companies (A. P. Moller Maersk)

Sr. Director/CFO, Finance, Maersk Equipment Service Co., Inc/Direct ChassisLink, Inc 2005 to 2012

Duties included CFO for the chassis equipment and M&R provider for the world's largest steamship line (Maersk Line). Annual revenues were in excess of \$200 Million per year.

- Responsibilities included the planning, development, organization, implementation, evaluation and direction of MESC/DCLI's Finance, Purchasing and IT functions and performance in accordance with IFRS and US GAAP.
- Implemented financial and operational KPIs for the all areas of the company.
- Participated in the development of corporate strategies and objectives and presented to Senior Management throughout the Maersk North American organization on growth opportunities.
- Ensured all areas provided timely and accurate analysis of budgets, financial reports and trends to the President, Board and other Senior Executives.
- Planned, designed and implemented a new ERP solution (SAP) for the company.
- Responsibilities included handling all of the internal and external audits of the company.
- Led the financial due diligence in connection with the corporate divestiture of MESC/DCLI to a Private Equity Firm in early 2012 including presentations to equity firms, bankers and financial lender groups.

Controller/Director of Business Development & Strategic Planning, Maersk Line Limited 1989 to 2005

Controller/Director of Business Development and Strategic Planning for the largest US Flag operator of commercial and governmental vessels. Annual revenues exceeded \$1 Billion per year.

- Responsible for the overall finance functions of the Company including Corporate Business Development and Strategic Planning which resulted in renewal of over \$500 Million in current contracts and new business with Military Sealift Command (MSC) and A.P. Moller Maersk.
- Led the implementation team in the financial system design for the new ERP system for the company which resulted in the on budget implementation of PeopleSoft as the ERP system wide solution for the company.
- Responsible for all internal and external audits, including governmental cost audits and pre award audits by the Defense Contract Audit Agency (DCAA).
- Ensured the Company followed US GAAP, IFRS, and Governmental standards and practices.

Vice President of Finance, The Hipage Co., Inc. 1980 to 1989

Served as the internal auditor and VP of Finance for a Freight Forwarder/Customs House Broker for eight years with increasing responsibilities.

Storekeeper 2nd Class, U.S. Navy. 1977 to 1980

Received an Honorable Discharge after three years of active duty and two years active reservist.

NON PROFIT/VOLUNTEER EXPERIENCE

Gay Men's Chorus of Charlotte, 2006 to Present

Singing member of both the chorus and small group (7th Son) of GMCC. Currently heading the Strategic Planning Committee as the organization reviews past accomplishments and realigns its vision and mission and plans for growth in the coming years. Assist in fund raising activities of the organization and provide advice to the board on financial and operational matters.

Charlotte Chamber Music, 2010-2011

Treasurer and board member of Charlotte Chamber Music during its transitional time after the founding director was replaced on the board. Designed and implemented accounting and treasury policies and procedures for the board and the organization. Responsibilities included developing and monitoring variances between budgets and actual results for the organization. Organization and programs were merged into the Bechtler Museum of Modern Art "Music and Museum" concerts in October 2012.

Latta Pavilion Condo Owners Association, 2006-2009

Elected to the board of the Latta Pavilion Condo Owners Association. Appointed as Treasurer for the board. Directed and communicated annual operating and capital budgets. Monthly reporting included budget development and variance reporting for the board and the association. Assisted in communicating changes to the budgets to the condo owners during ad hoc and annual meetings.

St. Andrew's Episcopal Church, Norfolk, VA 2000-2003

Vestry member for St. Andrew's Episcopal church for a three year term. The Vestry is the "Board of Directors" for the parish corporation. The Vestry is responsible for determining policies and goals of the congregation and is to communicate with the congregations about the goals, concerns, and functioning of the Church in the modern world. Appointed to the Stewardship Committee during my three year term on the Vestry.

Hampton Roads Men's Chorus, 1998-2005

The Hampton Roads Men's Chorus fosters excellence in choral music, reflecting a breadth of life in experiences in song. They promote a regional community embracing the inherent worth, equality, dignity and acceptance of all people. I was appointed to the board for a period of five years, including being elected as the Board President for the last two years of my term. Responsibilities included fund raising and organizational leadership for the organization.

EDUCATION

The University of New York, Albany
Bachelor of Science, Sociology - 1984
Bachelor of Science, Accounting - 1992

COMPUTER SYSTEMS

ERP system design and implementation experience including Great Plains, SAP and PeopleSoft.
Experience with Microsoft products including, Word, Excel, PowerPoint and Outlook.

PROFESSIONAL ORGANIZATIONS

Certified Public Accountant (CPA) – licensed in the Commonwealth of Virginia
Certified Management Accountant (CMA)
Certified in Financial Management (CFM)
Certified Global Management Account (CGMA)
Member – American Institute of Certified Public Accountants (AICPA)
Member – Virginia Society of Certified Public Accountants (VSCPA)
Member – Institute of Management Accountants (IMA)

References

Work Related

Mr. William Shea
CEO
Direct ChassisLink, Inc
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(415) 269-3181

Mr. Ernie Durando
CEO/President (retired)
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Mr. John Reinhart
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Personal

Ms. Carol Hardison
CEO
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(704) 371-3001

Ms. Sis Kaplan
Civic Leader
Hjakaplan@aol.com
(980) 721-0544

SALISBURY-ROWAN COMMUNITY ACTION AGENCY, INC.
DIRECTOR – YOUTH AND FAMILY SERVICES
JOB DESCRIPTION

Department: Youth and Family Services

Reports To: Executive Director

Status: Exempt

Summary

The Director of Youth and Family Services (YFS) is responsible for the agency's strategy around youth, family engagement activities. This leadership position provides program management for family services, career and education training services. The Director is responsible for managing participant intake and assessing the needs of program participants and the development and implementation of programs and services to improve their lives. The Director is responsible for developing a long-term vision that connects with key departments to create a consistent service delivery model. The YFS Director is responsible for managing budgets and compliance with regulations for the Workforce Investment Act (WIA), Community Services Block Grant (CSBG) program funding sources. The Director shall create department performance goals and individual staff performance goals for annual performance reviews.

DUTIES AND RESPONSIBILITIES:

- A. Oversee all programs offered through the Community Services Block Grant, Workforce Investment Act.
- Plan and organize the department programs to best meet the needs of families and individuals receiving agency services.
 - Develop, manage and implement the annual department budgets, including timely submission of any budget revisions.
 - Prepare and submit monthly and annual reports as required by the various program requirements.
 - Responsible for meeting program goals and performance targets.
 - Establish and implement an aggressive outreach and community engagement program to increase the number of participants and awareness of the agency.
 - Make every effort to collaborate between programs, (YFS and Head Start) to ensure that families and individuals are getting the full benefit of the agency's programs and services.

- Responsible for developing meaningful, results-oriented, documented collaborations with local agencies for housing, emergency assistance, education and job training and placement resources, etc.
- Develop strategies and create a cohesive department from two separately funded areas, (Family Services and Career & Education Services).
- Play a key role in the development of the agency's annual Strategic Plan.
- Where feasible strategically seek opportunities to apply for private, local, state or federal funding along with a plan to administer the funding program.
- Stay abreast of industry best practices and inform the Executive Director where program improvements are warranted.

Compliance and Reporting:

- Responsible for compliance monitoring based on program, federal and state requirements.
- Develop and implement an annual compliance schedule that includes activities and dates for monitoring (including file reviews).
- Ensure that information is entered into the State and agency systems (i.e. NC Works and AR4CA) in accordance with program requirements.
- Ensure that program participant files (case notes, goal plan documentation, eligibility determination etc.) are monitored to make certain that they are accurate and complete.
- Prepares and submits monthly and annual reports to the Director of Youth and Family Services.

KNOWLEDGE, SKILLS AND ABILITIES:

- Knowledge and experience in working with federally funded programs and contracts.
- Ability to prepare contract performance reports that related to both financial and performance data.
- Must possess strong leadership and interpersonal skills, be very detail oriented, have strong organizational and time management skills.
- Experience in working with consultant services including but not limited to contracting for services, monitoring payments, obtaining surveys from participants and documenting performance.
- Ability to work independently and maintain professional boundaries and confidentiality.
- Strong organization and time management skills, ability to meet tight deadlines and work under pressure.
- Requires some travel between Cabarrus and Rowan Counties.

QUALIFICATIONS:

Minimum: Bachelor's Degree in business administration, public administration or human services-related discipline. Minimum two years experience in contract management including federal and state funded contracts. Minimum of two years experience in contract compliance

with an emphasis on federal and/or state-funded contracts. Possess good oral, written communication and organization skills.

Preferred: Masters Degree in business administration, public administrations or other related area is preferred and or a combination of education and experience that meets the requirements of the position. Minimum of five years experience in contract management and contract compliance with an emphasis on federal and/or state-funded contracts. Advanced computer skills, experience with Microsoft Office, e-mail and internet. Excellent written and verbal communication skills.

Family Development Credential (FDC) and knowledge of Family Development approach as an integrated strengths-based model for working with youth and families. The FDC or the ability to attain the credential must be done within one year of hire.

Employee Signature

Date

SALISBURY-ROWAN COMMUNITY ACTION AGENCY, INC.
Family Development Specialist
JOB DESCRIPTION

Department: Youth and Family Services
Reports To: Director of Youth and Family Services
Status: Exempt

QUALIFICATIONS:

Education and Experience Requirements

Minimum: Associates Degree or Equivalent and/or 7 years' experience or *Preferred:* BS/BA degree and 5 years' experience or Master's Degree and 2 years' experience in Sociology, Social Welfare, Social Work, Psychology or related field; Earned Family Development Credential or enroll and obtain with in two-years of employment.

All candidates must possess:

An understanding of family development, family support, social services and social welfare; an applied and working knowledge of the economically disadvantaged; good written and oral communication skills; financial and computer literacy; a valid driver's license and reliable transportation; ability to attend periodic out-of-town meeting, workshops and conferences

Duties & Responsibilities:

- Responsible for determining eligibility of program participants and developing participant-driven individual action plans once eligibility is established.
- Responsible for planning and coordinating daily activities and services for participants of the Community Services Block Grant (CSBG) self-sufficiency program.
- Responsible for identifying the needs of participants, supporting them in goal development and achievement and leveraging resources for assisting them in becoming self-sufficient.
- Responsible for developing community partnerships for the benefit of the participants.
- Responsible for conducting regular outreach to the service community, ensuring maximum saturation and service delivery.
- Responsible for coordinating public relation activities connected with program service projects.
- Responsible for the identification and coordination of resources such as local housing, emergency assistance, education, health and other social service providers.
- Responsible for providing counseling on budgeting, housing, and job skills etc.
- Responsible for developing appropriate and progressive strategies for project implementation.
- Responsible for conducting a minimum of a one bi-weekly contact for each participant and a minimum of four (4) home visits per month overall.
- Responsible for maintaining participant records in the established file format, accurate case notes and entering all data into AR4CA system in a timely manner.
- Periodically attend conferences/workshops to enhance job performance.

This position is responsible to the Director of Youth and Family Services for any and all duties deemed necessary to ensure the smooth operation of the CSBG program.

Employee Signature

Date

**SALISBURY-ROWAN COMMUNITY
ACTION AGENCY, INC.**

**AFFIRMATIVE ACTION PLAN
JANUARY 2012**

This plan was approved by the SRCAA, Inc. Board of Directors on February 6, 2012

SALISBURY-ROWAN COMMUNITY ACTION AGENCY, INC.
ON
AFFIRMATIVE ACTION/EQUAL EMPLOYMENT OPPORTUNITY

Consistent with federal and state laws and guidelines established for affirmative action and equal employment opportunity, the agency affirms its continuing policy to provide equal employment and advancement opportunity in all job classifications of this agency without regard to political or religious opinion or affiliation, race, color, creed, gender, age, national origin or physical handicap, so long as the physical handicap does not render the person unable to do the work for which he/she is employed.

The principles of equal employment opportunity apply to all employment practices and personnel actions throughout the agency, including recruiting, hiring, promotions, demotions, separations, transfers, reduction in force, recall, compensation, benefits and all other terms and conditions of employment. The agency reminds each employee that all personnel actions, as well as decisions relating to employment practices, are to be based in accordance with the spirit of equal employment opportunity for all.

The agency has developed an Affirmative Action Plan to help us achieve our goal of equal employment opportunity for all. The Executive Director, has the responsibility of implementing the plan, including monitoring and evaluating the agency's progress.

In addition, the Human Resources Director is assigned to serve as Affirmative Action/Equal Employment Opportunity Officer for this agency. The Human Resources Director will be available to any employee having questions or needing assistance in regards to affirmative action or equal employment opportunity in this agency.

The agency's commitment to this policy is complete and each and every employee is expected to perform their duties and responsibilities in a manner that will demonstrate this agency's strong commitment in the areas of affirmative action and equal employment opportunity.

DUTIES OF THE AFFIRMATIVE ACTION COMMITTEE
(Defined as the Human Rights Committee in the SRCAA, Inc. By-Laws)

1. The Affirmative Action Committee shall be composed of Board Members. The Equal Opportunity Officer (Human Resources Director) will assist the Affirmative Action committee in an advisory capacity.
2. **The Affirmative Action Committee shall:**
 - A. Insure that all committee members are cognizant that Local, State and federal Civil Rights Laws and Legislation exist, which are applicable to the programs we operate.
 - B. Review and evaluate current methods of Equal Opportunity and nondiscrimination practices within the total operation and support functions of the agency, and identify and solve existing problems.
 - C. Approve agency written Affirmative Action Plan and Equal Opportunity goals and objectives.
 - D. Provide for periodic evaluation of the Agency Affirmative Action Plan, so that progress may be assessed and future revisions and programs are made more effective.
 - E. Demonstrate and seek compliance with existing Civil Rights Laws and mandates, and be prepared to bring violations of such laws to the attention of the appropriate law enforcement authorities.
 - F. Utilize Community Action Agency practices to affect change of any institutional policy which discriminates against any individual within the areas of Community Development, health, housing, education, voting rights and all other areas of Civil Rights protection.
3. Individual members of the Affirmative Action Committee may be assigned the authority for the accomplishment of various goals and objectives, or the Affirmative Action Committee may delegate various members of the Board, or agency staff.
4. The Affirmative Action Committee shall meet as called by the committee chairperson, for considering any matters coming within the purview of Affirmative Action.

POLICIES, PROCEDURES, AND RESPONSIBILITIES

SECTION I

Equal Employment Opportunity General Policy Statement:

It is the policy of Salisbury-Rowan Community Action Agency, Inc., Board of Directors to be fair and equitable in all its relations with the employees and applicants for employment without regards to race, color, religion, creed, sex, national origin, age, ancestry, disability, marital status, pregnancy, political affiliation or belief, or membership in a recognized uniformed service. The Board of Directors continues to be committed to the concept of Equal Employment Opportunity as a necessary element of basic merit system principles that all persons shall be afforded equal access to a vacant position in the agency limited only by their ability to perform the task. Equal opportunity can best be affected through definite programmed Affirmative Action. Positive steps must be taken to remove conditions which could result in unlawful employment discrimination. The Board of Directors believes that an effective Affirmative Action Plan not only benefits those who could have been denied Equal Employment Opportunity, but also benefits those agency programs and services, which could have underutilized useful talents, resources, and skills, especially among women, minorities, individuals with a disability and other identified groups. The Board of Directors, through adoption of the Affirmative Action Plan, commits the agency and all its programs to a result oriented personnel program aimed at achieving Equal Employment Opportunity in all occupational levels.

SECTION II

General Objectives of the Agency Affirmative Action Plan

- A. To achieve and maintain employment levels for identifiable groups throughout the classes of positions in proportion to their availability in the relevant labor force and in proportion to the types of clients that we serve. This will be achieved through proper recruitment, hiring, promotion, and training actions.
- B. To assign responsibility and accountability for Affirmative Action compliance, the most crucial parts for policy implementation are at supervisory levels, where decisions affecting hiring, assignment, training, promotion, compensation and disciplinary action are initiated.
- C. To promote harmonious employee relations by providing training regarding Salisbury-Rowan Community Action Agency, Inc. Personnel Policies and fair employment practices to supervisory employees, increasing employees' awareness and acceptance of race/cultural, sex and disability differences among employees and prohibiting unlawful harassment of employees in the workforce.

SECTION III

Applicable Laws

- A. **Title VII of the Civil Rights Act of 1964** - Prohibits discrimination in any aspect of employment, including "help wanted" advertising and pre-job testing, on the basis of race, color, religion, sex or national origin. In 1978, the Pregnancy Discrimination Act amended Title VII to prohibit bias on the basis of pregnancy.
- B. **The Equal Pay Act of 1963** - Part of the Fair Labor Standards Act, this law prohibits pay differential based on sex.
- C. **The Age Discrimination in Employment Act of 1967** - This statute prohibits employment discrimination against individuals aged 40 or older. It applies to employers of 20 or more workers, labor unions, and employment agencies.
- D. **The Rehabilitation Act of 1973** - Section 503 of the law prohibits discrimination against handicapped persons by Federal contractors. These employers are required to take Affirmative Action in hiring qualified individuals with disabilities. Section 504 of the Act prohibits discrimination against qualified individuals with handicaps by institutions of programs that receive federal funds.
- E. **The Vietnam-Era Veteran's Readjustment Assistance Act of 1974** - This law requires Affirmative Action by Government contractors to employ and advance in employment qualified veterans of the Vietnam era and disabled veterans.
- F. **The Immigration Reform and Control Act of 1986** - An amendment to the Immigration and Naturalization Act, this statute prohibits employers of four or more workers from discriminating on the basis of citizenship status or national origin. The Act's anti-discrimination provisions do not apply to illegal aliens, and there are exceptions where citizenship is required by law.
- G. **The American With Disabilities Act of 1990** - Effective in 1992, this statute prohibits employment discrimination against individuals with disabilities and requires places of public services and accommodations to be usable and accessible. Employers with 25 or more workers are covered by the law as of July 26, 1992 and employers of 15 or more workers are covered beginning July 26, 1994. There are no Affirmative Action requirements under ADA.
- H. **Executive Orders** - E.O. 11246 bans discrimination on the basis of race, sex, religion, color, and national origin by Federal contractors in excess of \$10,000.00. The order includes Affirmative Action requirements. E.O. 11411 prohibits discrimination on the basis of age by Federal contractors.

- I. **The Civil Rights Act of 1991** - This act reverses seven U.S. Supreme Court decisions and creates rights to compensatory and punitive damages, as well as a jury trial for victims of intentional discrimination.
- J. **The Family and Medical Leave Act** - Requires employers with 50 or more employees to provide up to 12 weeks unpaid leave for specific reasons outlined in the act. Effective August 1993.
- K. **Uniformed Services Employment and Reemployment Rights Act of 1994** - Prohibits employers from discriminating against prospective or current employees in hiring, reemployment, retention in employment, and promotion, or any employment benefit, because of past, current, or future service or application for or membership in a uniformed service.
- L. **The Vietnam Era Veterans' Readjustment Assistance Act (VEVRAA) as amended by the Veterans Employment Opportunities Act of 1998** - Stipulates that federal contractors or subcontractors with contracts of \$25,000 or more must take affirmative action to hire and promote qualified special disabled and Vietnam-era veterans, as well as other veterans who served on active duty during a war or earned a campaign or expedition badge. In addition, employers covered by the VEVRAA must list "all employment openings" with an appropriate local office of the federal-state employment service system, which will give priority in referrals to veterans. Employers with 50 or more workers and federal contracts of at least \$50,000 are required to develop written affirmative action plans to improve the hiring and advancement of veterans.

SECTION IV

Assignment of Responsibilities in Support of the Program

BOARD OF DIRECTORS

THE BOARD OF DIRECTORS WILL:

1. Actively and aggressively support the Salisbury-Rowan Community Action Agency, Inc., for Equal Employment Opportunity through encouragement and dissemination of Affirmative Action oriented information to the general public and by requiring and reviewing Affirmative Action Progress Reports.

THE EXECUTIVE DIRECTOR

THE SALISBURY-ROWAN COMMUNITY ACTION AGENCY, INC. EXECUTIVE DIRECTOR WILL:

1. Support the agency's Affirmative Action Plan;

2. Provide continuing top management support for the Affirmative Action Program;
3. Appoint an EEO Officer to develop/monitor and execute the agency's Affirmative Action Program;
4. Evaluate the degree to which the goals and objectives of the Affirmative Action Plan have been attained;
5. Provide yearly audit reports to the SRCAA, Inc. Board of Directors. Said audit reports will review the status of year-to-date hiring, promotions, terminations, age, race/ethnicity and sex of employees;
6. Resolve any problem areas reported by the EEO Officer.

THE EQUAL EMPLOYMENT OPPORTUNITY OFFICER (EEO)

THE EQUAL EMPLOYMENT OPPORTUNITY OFFICER WILL:

1. Develop the Affirmative Action Plan;
2. Design and implement a control system to periodically evaluate program effectiveness and determine the degree to which goals have been met;
3. Identify problem areas, report findings to the Executive Director and recommend solutions to problems, including remedial or disciplinary action;
4. Develop and implement the internal and external communication system for promoting the Equal Employment Opportunity Program of the agency;
5. Keep the agency informed of developments in the EEO area.
6. Conduct periodic audits of agency programs to remove impediments to goal attainment;
7. Serve as liaison between programs, enforcement agencies, minority/woman groups and other community groups as appropriate.
8. Receive, investigate and work to resolve internal complaints of alleged discrimination;
9. Provide technical assistance to the Affirmative Action Committee and Board of Directors regarding policies, procedures and resources available to the program.

DIRECTORS AND MANAGEMENT PERSONNEL

THE MANAGEMENT STAFF WILL:

1. Communicate the agency's EEO policies and familiarize employees with the Affirmative Action Plan;
2. Assist in problem identification and establishment of goals and objectives;
3. Review qualifications of all employees to ensure minorities and females are given full promotional and transfer opportunities;
4. Analyze and evaluate employment practices;

EMPLOYEES

EMPLOYEES WILL:

1. Familiarize themselves with the agency's EEO policies and Affirmative Action Plan and make a good faith effort to adhere to their responsibilities within the Plan;
2. Aid Directors in carrying out their responsibilities with regard to the Equal Employment Opportunity Program;
3. Apply all laws, rules, regulations, policies and procedures fairly and impartially to all persons, without regard to race, color, sex, age, or national origin;
4. Exhibit an attitude of mutual respect, courtesy, and cooperation toward fellow employees and the public.

DISTRIBUTION OF THE PLAN AND POLICY

INTERNAL DISTRIBUTION

In order to ensure that the Salisbury-Rowan Community Action Agency, Inc. is an Equal Employment Opportunity agency, the Affirmative Action Plan will be submitted to the SRCAA, Inc. Board of Directors for approval.

Each Program Director will receive copies of the entire plan for their staff and answer questions the employees might have about the plan.

All employees will be informed of the agency's policy on Equal Employment Opportunity and

the Affirmative Action Program through such means as:

1. Presentation and discussion of the program by immediate supervisors for all new hires during initial orientation, and at general employment orientations and training programs dealing with agency employment practices.
2. Posting of EEO Policy Standards and Federal EEO Notices on the agency bulletin board, distribution of Affirmative Action Plan and personnel rules to all programs.

POLICY DISTRIBUTION

The agency will distribute the Affirmative Action Policy and Plan to any SRCAA, Inc. funding source at their request or to meet funding source requirements. When position vacancies exist within the agency, the Salisbury-Rowan Community Action Agency, Inc. will make them available to all employees according to the internal promotion guidelines adopted by the agency Board of Directors. All job announcements indicate that this agency is an Equal Employment Opportunity agency. Written and personal contact will be made with minority and women's organizations, community agencies and employment training programs to inform them that Salisbury-Rowan Community Action Agency, Inc., is an Equal Employment Opportunity Employer, and encourage employment application by minorities, women, disabled, and other protected group members.

SECTION V

Purchasing and Sub-Contractors

Purchasing and subcontracting preference shall be given by this agency to vendors, contractors and suppliers who are in compliance with Federal, State, and Local law, ordinances and regulations defining and regulating Equal Employment Opportunity. Minority owned businesses will be utilized to the fullest practicable extent.

703 No-Harassment Policy

Effective Date: 4/1/00 Revised: 3/1/08

POLICY

S-RCAA, Inc. is committed to maintaining a work environment that is free from discrimination and in which employees at all levels can devote their full attention and best efforts to the job. Harassment has no place in the work environment. S-RCAA, Inc. does not authorize and will not tolerate any form of harassment based on the following factors:

- Race
- Sex
- National Origin
- Age

- **Disability**
- **Religion**
- **Any other Characteristic that is protected by Law.**

This policy applies to management and non-management employees alike, and even to non-employees who harass our employees.

Hostile work environment harassment occurs when unwelcome comments or conduct based on any of the above legally protected characteristics unreasonably interferes with an employee's work performance or creates an intimidating, hostile or offensive work environment.

Examples of "harassment" that is covered by this policy include offensive language, jokes, or other physical, verbal, written, or pictorial conduct relating to the employee's sex, race, religion, national origin, age, or disability. Any other factor protected by law that would make a reasonable person experiencing such behavior feel uncomfortable or would interfere with the person's work performance is also considered to be harassing behavior.

The examples below are just those—examples. It is impossible to list every type of behavior that can be considered harassment in violation of this policy. In general, any conduct based on these traits that could interfere with an individual's work performance or could create an offensive environment will be considered harassment in violation of this policy.

This is the case even if the offending employee did not mean to be offensive. It is essential that employees be sensitive to the feelings of others.

Sexual harassment (whether opposite-sex or same-sex) is strictly prohibited. Examples of the types of behavior that are considered sexual harassment in violation of this policy include:

- Sexist comments or behavior (in other words, conduct that demeans other individuals because of their sex, even if not vulgar, lewd, or sexually provocative)
- Sexually offensive jokes or comments
- Physical assaults or other touching that is sexual in nature
- Promising favorable treatment or threatening unfavorable treatment based on the employee's response to sexual demands
- Displays of sexually oriented reading materials or pictures, including electronic materials
- Punishing an employee for complaining of sexual harassment, including but not limited to, any of the above.

Harassment Based on Race, National Origin, Age, Disability or Religion deserves special mention and is also strictly prohibited. Examples of the types of behavior that will be considered harassment based on these characteristics include:

- Jokes or negative comments about these characteristics
- Displays of reading materials or pictures containing negative material about these characteristics, including electronic materials
- Vandalism or "pranks" based on these characteristics
- Name-calling based on these characteristics
- Punishing an employee for complaining about harassment based on Race, National Origin, Age, Disability or Religion harassment, including but not limited to, any of the above.

S-RCAA, Inc. cannot resolve matters that it does not know about. Every employee has a duty to immediately report harassment so that S-RCAA, Inc. can try to resolve the situation. You should report harassment anytime you feel that you have been harassed.

This is true whether the alleged harasser is an employee, a supervisor or manager, or even a non-employee, such as a client or vendor with whom S-RCAA, Inc. does business.

To report harassment, you must contact the Human Resources Department at (704) 633-6633.

Once your report has been received, S-RCAA, Inc. will

- Conduct a prompt and thorough investigation
- Discuss the results with the complaining employee and, where appropriate, the action to be taken
- Keep the investigation and results as confidential as possible
- If the complaint is verified, take appropriate corrective action, up through and including termination

No employee will be punished for bringing a report of harassment to the company's attention or for cooperating in an investigation.⁵³

Finally, if you feel that S-RCAA, Inc. has not met its obligations under this policy, or if you are not satisfied with the way in which your report of harassment was handled, you should contact the Executive Director. An effective No-Harassment policy depends on all of us, working together, to address this very important subject.

PROCEDURE FOR FILING A HARASSMENT COMPLAINT

S-RCAA, Inc. has a zero tolerance for harassment of any type. Employees who feel they are a victim of harassment should complete a Harassment Complaint Form.

When completing the form, the employee should:

- Give as much detail as possible
- Be sure to include the names of any witnesses
- Make sure to include the name of the person(s) doing the harassing
- Be sure to include the date and place of the harassment
- Make sure he/she dates and signs the form.

The completed Harassment Complaint Form should be turned into the Human Resource Department. The Human Resource Director (or designee) will route the form to the staff responsible for conducting an investigation.

The investigation will include, but is not limited to, questioning witnesses to the incident, the person filing the complaint and the alleged harasser, unless there is reason to believe the alleged harasser would harm the accuser. If there appears to be any reason to believe the harassment or the complaints of harassment may escalate, the accused harasser may be suspended with pay pending the outcome of the investigation. Generally, unless there are unforeseen circumstances, the investigation will be concluded within 10 working days.

If the harasser is found guilty of the complaint, his/her position with S-RCAA, Inc. will be terminated in accordance with the Progressive Discipline Policy (#710). Any serious allegation such as alleged rape or sexual assault will be turned over to the appropriate authorities. Employees filing a harassment complaint are free to do so without fear of disciplinary action or a reprisal of any kind. However, if it is found the employee has maliciously filed a false complaint, he/she will be subject to immediate dismissal for falsification of records/information. Furthermore, any employee involved (i.e. witnesses) that intentionally provides false information will be subject to immediate dismissal for falsification of records/information.

713 Grievance

Effective Date: 4/1/00 Revised: 11/1/01

An employee may file a Grievance if relief is sought, and not satisfactorily received, from a complaint/problem filed through the S-RCAA's Internal Dispute Resolution process if:

- The complaint/problem stems from the failure of a Board of Director's member, Policy Council member or staff member, to follow S-RCAA's Policies & Procedures, or ,
- If a Federal, State or local law, rule or regulation has been broken,

When a Grievance is filed and an accusation has been filed alleging discrimination, the Human Resource Department will notify all funding sources of the charge. Once the Grievance procedure has concluded, the funding sources will be notified of the outcome and if it is deemed that the accusation has merit, when appropriate, the necessary authorities will be notified.

PROCEDURE FOR FILING A GRIEVANCE:

- The aggrieved employee will complete a Notice of Grievance Form within fifteen (15) working days from the conclusion of the Internal Dispute Resolution process and turn it in to the Human Resource Director.
- The Human Resource Director will indicate the date received on the form and ensure the Equal Opportunity Officer (EOO) and Equal Opportunity Counselor (EOC) (if applicable) are given copies.
- The Human Resource Director (or designee) will notify the Board of Directors' Chairperson & Personnel Committee Chairperson, Policy Council Chairperson (if filed by or against a Head Start/Early Head Start employee), Executive Director and Program Director that the Grievance has been filed.
- The EOO and/or EOC will interview the aggrieved employee within five (5) working days from the date the grievance is received to ensure all information is complete and accurate and that it is the intent of the aggrieved employee to continue.
- If the grievance is against another staff member(s), the EOO will send notification to the accused employee(s) within five (5) business days of the conclusion of the interview with the aggrieved staff.

- The EOO and/or EOC will conduct an investigation, including but not limited to, questioning witness(s) about the event/thing causing the grievance. This investigation should be concluded, pending any unforeseen complications, within thirty (30) days.
- If the grievance involves another employee(s) and the EOO and/or EOC determine there is validity to the grievance upon completion of their investigation, the other employee(s) involved will be interviewed.
- When this interview is complete, the EOO and/or EOC will submit all supporting documentation, a written summary of the findings and their conclusion as to whether the grievance is justifiable, to the Human Resource Director.
- The EOO and/or EOC will meet with the Board Chairperson & Personnel Committee Chairperson, Policy Council Chairperson (if filed by or against a Head Start/Early Head Start employee), Executive Director, Human Resource Director, Program Director, the accused person(s) and the aggrieved employee to render his/her decision. This decision is the final, binding decision.
- The Human Resource Director (or designee) will notify the aggrieved and accused employee of the EOO's final decision. If the accused employee is found guilty, he/she will be furnished with copies of the EOO/EOC's final report.

If the EOO and/or EOC determine the Grievance is justifiable, the accused party(s) will be subject to appropriate disciplinary action(s) in accordance with S-RCAA, Inc.'s Progressive Discipline Policy.

Generally, unless there are unforeseen circumstances, all grievances will be resolved within thirty (30) days from the day the investigation is completed. Any employee involved (i.e. witnesses) that intentionally provides false information will be subject to immediate dismissal for falsification of records/information.

Employees are strongly encouraged to follow the procedures established by S-RCAA, Inc. to settle differences before seeking outside assistance.

**PUBLIC HEARINGS
FOR
INITIAL PLANNING PROCESS
DOCUMENTATION
SRCAA – CSBG**

12-28-12
Salisbury Post

Public Hearing Notice

The Salisbury-Rowan Community Action Agency, Inc. Community Service Block Grant (CSBG) Program has scheduled a public hearing at 4:00p.m. on Monday, January 7, 2013. The purpose of the hearing is to consider the Community Service Block Grant budget of \$383,809.00 for the 2013-2014 program year. The hearing will be held in the library of the Agency at 1300 West Bank Street, NC 28144.

All interested persons are invited to attend and participate in the public hearing. For more information, please call 704.633.6633.

Stanley E. Wilson, Executive Director

Cabarrus County

Public Hearing for CSBG funds Application

January 7, 2013 4:00 pm

Agenda

- A. Open Meeting
- B. Welcome
- C. Explanation of the Grant Purpose
- D. Questions and Answers
- E. Adjournment

*Use of
Agg*

Meeting Minutes

Recorded by: Denita Caldwell Title: Family Development Specialist

*Denita Caldwell
1-7-13*

The Public hearing began at 4:00pm, Denita Caldwell provided the welcome, and the explanation of the grant. Mrs. Caldwell opened the hearing to questions and answers. Bobbi Hague, expressed concerns- no presence of the agency in the southern parts of Cabarrus County (Harrisburg, Mt. Pleasant, and the Logan Community, located in Concord) Ms. Hague also expressed concern for the youth of Cabarrus County, what is the agency doing to help the youth? Are we involved in employment opportunities for the youth? Ms. Hague would like to see more community involvement especially in the cities mentioned. Wilma Means, a representative of the Logan Optimist Club, joined the hearing at 4:20 pm. Ms. Means concerns were the same as Ms. Hague, she would like to see youth employment opportunities, more of a presence in Logan community, Harrisburg, Mt. Pleasant, and more involvement with other civic and community organizations. The meeting adjourned at 5:20 pm, the attendees were pleased with the hearing, and they look forward to seeing the agency actively involved in all of Cabarrus County. Wilma Means extended an invitation to the agency to participate in the upcoming MLK Memory March Scheduled for January 19, @ 1:00 pm @ Bethel Baptist Church, Kannapolis, NC.

Shirley
W. H. H.
Mud
12-21-12

Salisbury Post
12-21-12

Public Hearing Notice
The Salisbury-Rowan Community Action Agency, Inc. Community Service Block Grant (CSBG) Program has scheduled a public hearing at 4:00 p.m. on Monday, January 7, 2013. The purpose of the hearing is to consider the Community Service Block Grant budget of \$383,809.00 for the 2013-2014 program year. The hearing will be held in the library of the Agency at 1300 West Bank Street, NC 28144.
All interested persons are invited to attend and participate in the public hearing. For more information, please call 704-638-6633.
Stanley E. Wilson, Executive Director

Rowan County
Public Hearing for CSBG funds Application

January 7, 2013 4:00 pm

Agenda

- A. Open Meeting
- B. Welcome
- C. Explanation of the Grant Purpose
- D. Questions and Answers
- E. Adjournment

Need

Meeting Minutes:

Recorded by: Joann P. Diggs Title: Contract Manager

The Public Hearing for Rowan County was held on Monday, January 07, 2013 at 4 p.m. in the agency library at 1300 W. Bank Street. There were 6 interested parties in attendance. (Attendance Sheet recorded.)

The opening and welcome given by Joann P. Diggs, Contract Manager.

Explanation of the grant purpose was stated.

Then a PowerPoint presentation on the Community Service Block Grant Program was given by Denisha Torrence, CSBG Case Manager for Family Services.

The session was open for Questions and Answers. No questions were asked.

Thanks were given to those in attendance and hearing was adjourned at 4:55 p.m.

Signature:


Contract Manager

Rowan County Public Hearing
4:00PM
CSBG FY-2013-2014

Name	Telephone / Email
Kay Boland	KayBoland@RLCAA.org
Lucy Archeta	LucyArcheta@srcaa.com
Chaquita Ireland	ChaquitaIreland@srcaa.com
Joanna P. Diggs	JoannaDiggs@srcaa.com
Joi Bailey	JoiBailey@srcaa.com
Diana Torres	dianatorres@srcaa.com

Furniture & Appliances

Large china cabinet with glass doors \$250. Excellent condition. 704-279-6290

Living room sitting chair, nice condition, \$35 OBO. Call Stephanie if interested 704-754-7376

Levostel & sofa for sale, blue, good condition, \$30 for both. Call 704-633-6010 after 7pm leave message & number

Maple bedroom suite 5 pc. \$400. Dtb bed, nite stand, lat dresser, vanity dresser w/stool. Very good cond. 704-279-6290

Mattress/boxspring, 2 twin sets. Brand new, not in plastic. Incl. pillows & sheets \$350 for all or sell separately. 336-816-2529

Microwave, Panasonic. Family size, 2.2 cu.ft. 1250 watts. 4.5 yrs old. Like new w/cart. \$70 obo. 704-603-4312

New La-Z-Boy
Rocker Recliner for only \$299.95
Homotown Furniture
322 S. Main St.
704-633-7777

Recliners, two, used nice. \$150 ea. One rust, one beige. Entertainment center, new. \$200. 704-212-7807

Tweed catnapper love seat recliner. \$150. Call 704-636-3604

Washer/dryer, upright. New Frigidaire, Gallery Series. Commercial heavy duty. Super capacity. \$500. 704-279-6290

Lawn & Garden

Agri-Fab pull behind leaf vac. Works great. \$300. Call 336-492-7549 for more information.

Hotshoer Cycle Shop
Lawn mower repairs & trimmer sharpening. Pick up & delivery. 704-637-2856

Medical Equipment

Wheelchair for large person. \$200. Please call 704-933-4905

Misc For Sale

Air purifier. Removes smoke & pet odors. \$75. Call 704-213-6201

ANDERSON'S SEW & SO, Husqvarna, Viking Sewing Machines, Notions, Fabrics. 10104 Old Beauty Ford Rd., Rockwell. 704-279-3647

Blue Ox low bar for RV. \$85. Call 704-213-6201

Misc For Sale

Electric dirtbike, Razor MX500, new battery. \$175. Please call 336-492-7360

Folding step for RV. New \$98. Asking \$45. Call 704-213-6201

GAITHER VOCAL DUET TICKETS: Concert is Friday, Nov. 22 at Cabarus Arena. Great seats on "Reserved Floor" Section 100. Paid \$73.50 ea. Will sacrifice - \$70 for one or both for \$120. Call 704-245-5551

Husky cultivator like new \$185. Call 704-279-4106 or 704-798-7306 for more information.

If you love Danielle Steel I have a deal for you! Over 75 books for \$50. Call 704-857-0969, leave message if no answer.

Kerosene Heater, Durahat. 23,000 BTU, used once. \$75. Call 336-492-7360

METAL: Angle, Channel, Pipe, Sheet & Plate Shear Fab. & Welding FAB DESIGNS

2231 Old Wilkesboro Rd Open Mon-Fri 7-3:30 704-836-2249

Mini electric blower for RV. \$15. 704-213-6201

NEW SHOW CHAIRS: Estate of Curry W. Krider. Show Chairs 421 N. Lee St. Salisbury, NC Saturday November 16, from 9am-1pm - dealers welcome. Call 704-680-0473 for info. \$20-\$30 set.

Retro Christmas plastic light ups & snowman \$20. Good cond. Call 704-267-4258 before 5pm

STEEL, Channel, Angle, Flat Bars, Pipe Orders Cut to Length, Mobile Home Truss-\$6 ea., Vinyl floor covering-\$4.29 yd., Carpet- \$5.95 yd., Masonite Siding 4x8-\$15.75, 12"x16" lap siding at \$6.95 ea.

RECYCLING, Top prices paid for Aluminum cans, Copper, Brass, Radiators, Aluminum.

Davis Enterprises Inc. 7585 Shermis Ford Rd. Salisbury, NC 28147 704-636-9821

Sump Pump, Wayne, 1/3 hp, 2900 GPH, used once. \$75. Please call 336-492-7360

Vital wrap system \$50 heat therapy neck machine, takes water & medium sizes, good cond. 704-267-4258 before 6pm

5-drawer dresser \$30. Call 704-279-4106 or 704-798-7306 for more information.

TV, DVD & Video

Regular TV, good condition. \$15. Call 704-633-6010 after 7pm leave message & number

TV, 19 inch, color. Very good condition. \$50. 704-638-8965

Want To Buy Merchandise

All Coin Collections Silver, gold & copper. Will buy foreign & military items. 704-636-8123

Buying Coin Collections, scrap gold/silver, rare coins, proof sets, tree appraisals. Bill Watts 704-938-3472.

Drying furniture, records, glassware, tools, old items. Cleaning or moving? 704-855-1963

Timber wanted - Pine or hardwood. 5 acres or more select or clear cut. Shaver Wood Products, Inc. Call 704-278-9291.

Want to buy Lionel trains to run around the inside of a new library. 704-333-7850

Watches - and scrap gold jewelry. 704-636-9277 or call 704-239-9298

Notices

Free Ads

I WILL REMOVE All Non-Running Hiding Mowers, & any outdoor Power Equip. Free. 704-647-0036

Instruction

HEAVEN... How to know you got 4 min., recorded message. Call now. 704-983-8841

Lost and Found

FOUND Boston Terrier, black & white on Castor Road. Call 704-279-3439 to identify.

Found Dachshund on Slatersville Blvd. Wearing collar. Call 704-798-4442

Found dog, male shepherd/rottweiler mix, tan & leather collar. In Country Club Hills near Mocksville Ave. Call 704-633-6001

Found female lab mix, black and white, 4 months old on Liberty Rd. & Hwy 52. Call 704-209-3183

Lost and Found

Found keys on Thomas Ave. Turned in to police department. Please go to police department to identify.

Found male dog, black and white Corgi mix in the City Park area. Please call 704-431-7876 to identify

Like Us On Facebook, help reunite Lost & Found Pets

www.facebook.com/rowancountystandfound



LOST CAT: "Goldie." Gone since 11-8-13. Lost near Talum Rd., Mocksville. Let her come home or call 336-284-2176.

Lost German Shepherds Large Reward. Lost 2 female GS. 2-10 mth olds. 1 rare blk/wh & 1 sable. Bringle Ferry Rd area. Answer to Anabel, and Jolene. Friendly. 704-636-7929

Real Estate

Condos & Townhomes

Wiltshire Village ESTATE: SALE! Priced at \$55,000. 2 story end unit. 3 BR, 1.5 BA condo in move-in condition. Assessed value \$62,274. Outside storage area, adjacent patio w/privacy fence. Amenities: Tennis courts & swimming pool. 2013 taxes are \$737.95. The HOA dues are \$167/mo. The HOA dues pay for outside maintenance, ins., water, tennis court & pool maint, parking lot & street maint. Call David R. McCoy, Executor, at 704-213-2449.

Granite Quarry
Retail space for LEASE. Located in Granite Quarry shops. Two spaces available with 1,000 SF ea. Call Staci or Wanda, 704-906-7207 or 704-232-3665. Keller Williams Realty, www.yourdreamteam.com

Granite Quarry
Timber Run location

Nice brick 3BR 2.5BA home double garage, great neighborhood! Privacy fence, sunroom. Office of MBR suitable for 4th BR or nursery. Realtor's home. R55544 \$269,900. Karen Ruffy, B&R Realty, 704-202-6041

Have clothing to sell? We Get Classifieds. WE GET RESULTS! 704-797-4220

Homes For Sale

Bank foreclosures & distressed sales. These homes need work. For a FREE list: www.applehousearealty.com

Public Hearing Notice

The Salisbury-Rowan Community Action Agency, Inc. (SRCAA), Community Service Block Grant (CSBG) Program has scheduled a public hearing at 4:00pm on Monday, November 25, 2013. The purpose of the hearing is to consider the Community Service Block Grant budget of \$383,809.00 for the 2014-2015 program year. The hearing will be held in the library of the SRCAA at 1900 West Bank Street, NC 28144.

All interested persons are invited to attend and participate in the public hearing. For more information, please call 704.633.6633.

Stanley E. Wilson, Executive Director

First Time on the Market

160 Belmont Place, Rockwell

Homes For Sale

BUYER BEWARE
The Salisbury Post Classified Advertising staff monitors all ad submissions for honesty and integrity. However, some fraudulent ads are not detectable. Please protect yourself by checking the validity of any offer before you invest money in a business opportunity, job offer or purchase.

China Grove Beautiful Home

Landscaped home is perfect for a big family! 13' x 12' balcony off master BR, 3 additional BR, 3BA. Nice stone fireplace, private yard, over 2 car. R5-4385 \$169,900. Karen Ruffy of B&R Realty at 704-202-6041

New Listing

Very nice 3 BR 2 BA home! Exterior just painted, attic could be easily finished. Call today! R55701 \$78,900 Karen Ruffy B&R Realty 704-202-6041

Historic Gold Hill
A Must See!

So much potential in this 3BR, 1BA! Huge front porch, large lower, beautiful wood floors, several out-buildings, some remodels. A must see. R54909 \$133,800 Dale Yontz B&R Realty 704-202-3663

Home Sweet Home by Christmast!

SELLERS CAN BE OUT IN 30 DAYS! Salisbury - Open floor plan, 2-car garage, big corner lot, deck, outbuilding, new roof, Home Warranty incl. \$129,000! Mary Stalford, Realtor/Broker, Keller Williams Realty 704-267-4487

Kannapolis 1704 Moose Rd. 3 BR, 1 BA, \$675/mo. NO PETS. Fireplace can not be used. KREA 704-333-2231. Call us for complete list of available rentals.

Karen Ruffy - Broker/Realtor
Karen Ruffy, owner of B&R Realty, has been selling commercial & residential real estate for over 24 years, & has sold millions this year so far. If you need help selling or buying, call Karen at 704-202-8041.

Penny Sides - Realtor
Penny Sides of B & R Realty has 18 years of real estate experience! She is happy to help you with your real estate needs. Please give her a call at 704-640-3555

Homes For Sale

Great Agent
Wanda has listed 7 new properties this month and several offers in process. If you want an agent that will work hard for you and wants your business then call Wanda at 704-232-3605 Keller Williams.

High Rock Lake, 4800 sq.ft. 4 BR, 4 1/2 BA, oak cabinets, wood & tile floors, family room w/pool table, 2 car attached garage, 2 car detached garage w/boonoo room, deck, concrete patio w/firepit & water feature, pier, \$525k. OPEN HOUSE NOV 24, 3-5 PM. 640 Waters Rd, Salisbury, 704-639-4069 shown by appl.

Beautiful Home!

Gorgeous brick 3 BR 2.5 BA w/open floor plan. Hardwoods, brick fireplace, Master BR w/ screened porch overlooking in-ground pool. R55064 \$248,000 Tom Bast B&R Realty 704-202-4576

Drastically Reduced

Fantastic 4BR/3bath, 2.5 BA. Nicely landscaped corner lot. New windows, parts of home freshly painted, new patio w/wired shed, security system. R54212 \$199,900 Dale Yontz B&R Realty 704-202-3663

Fresh Paint Inside!

A really nice 3BR, 3BA home w/new roof July 2013. Very inviting 16'x32' in-ground pool for you to enjoy! R55463. \$129,900 Dale Yontz B&R Realty 704-202-3663

1 BR, 2 BA home w/long sq footage for the price! Fresh paint, new carpet. Great location, way below tax value! R556 \$74,900 Karen Ruffy B&R Realty 704-202-6041

Westcliff

HOUSE WANTING A FAMILY! 4BR, 3BA, living/dining room, den w/new carpet. Fenced backyard, w/ workshop, 2-car carport. \$129,000 Call Penny Sides B&R Realty 704-640-3555

7.49 Acres!

Home on the Water

Wonderful basement with a ton of potential! Bonus 26' x 30' room above detached garage. Great back deck dock. R55743 \$525,000 Karen Ruffy B&R Realty, 704-202-6041

Tom Bast - Broker/Realtor
LITTON R. O'WEN County resident Tom Bast of B&R Realty has been active in construction, building and property development for over 36 years as well as being active in the community. Give Tom a call at 704-202-4576

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Homes For Sale

Quiet Neighborhood

3 BR 2 full BA, 2 hall Deck overlooking back yard, screened patio, covered front porch. R55437 \$157,100 Tom Bast B&R Realty 704-202-4576

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4-3
Rowan County



THE ASSOCIATED PRESS

Patrick Cannon is congratulated by supporters after giving his acceptance speech at the campaign watch party at the Sheraton Charlotte on Tuesday.

Patrick Cannon: 'There is new day in Charlotte'

math course rigor, the ACT WorkKeys, the four-year graduation rate, the five-year graduation rate and whether or not there is a required graduation project.

Even before Thursday's release, educators around the state were preparing students, parents and the community for lower end-of-course (EOC) and end-of-grade (EOG) test scores due to higher standards and new tests. Also because of these changes, they said test scores cannot be compared to previous years.

"Students today are expected to solve problems

The Cabarrus system was 50.3 percent proficient on all EOG and EOC tests combined.

The areas where the district had the highest proficiency rates were eighth-grade science, with 70.8 percent, compared to the state's 59.1 percent, and English II, with 57.2 percent, compared to the state's 51.1 percent.

Sixth-grade math, with 41.0 percent, compared to the state's 38.9 percent, and fifth-grade science, with 42.8 percent, compared to the state's 45.4 percent, were the areas with the lowest proficiency scores across the Cabarrus

that 87 of 91 federal targets were met, or 95.6 percent, and 187 of 210 state targets, or 89 percent, were met.

The Cabarrus system met 81 of 86 federal targets, or 94.2 percent, and 168 of 185 state targets, or 90.8 percent.

The Kannapolis system met 51 of 67 federal targets, or 76.1 percent, and 109 of 140 state targets, or 77.9 percent.

For more information about the results, visit www.ncpublicschools.org/accountability/reporting.

Contact reporter Jessica Groover
 Paeck: 704-789-9152

Public Hearing Notice

The Salisbury-Rowan Community Action Agency, Inc. Community Service Block Grant (CSBG) Program has scheduled a Public Hearing at 4:00 p.m. on Monday, November 25, 2013. The purpose of the hearing is to consider the Community Service Block Grant budget of \$383,809.00 for the 2014-2015 program year. The hearing will be held in the library of the Salisbury Rowan Community Action Agency (Cabarrus Office) at 1413 Sedan Avenue, Kannapolis, NC 28083.

All interested persons are invited to attend and participate in the Public Hearing. For more information, please call 704.633.6633. Stanley E. Wilson, Executive Director

LIONEL SALE ON TRACK IN CONCORD



World famous model train maker Lionel Corp. will hold its second annual warehouse sale on Saturday from 8 a.m. to 5 p.m. at its Concord headquarters at 6301 Performance Drive SW. The event will feature dozens of working trains at different price levels, as well as NASCAR die casts, Christmas ornaments and other items.

and a friend known only as "Darion" went to Gastonia to drink and smoke crack cocaine.

They came back to the Kannapolis house early the next morning, and Mays said in his statement that Christi Stewart had been drinking and had rearranged the furniture, and items belonging to Mays's deceased mother were strewn about.

It was then, Mays said,

the kitchen for different knives, and wet rags in the kitchen and bathroom sinks suggest Mays tried to clean up after himself.

Mays took a flat-screen TV, a Wii gaming system, Christi Stewart's Ford Explorer and several of her personal items with him, which were later found in a mobile home in Gastonia.

Vaneekhoven said Mark Stewart probably came to

sentence, even Bridges looked jarred by the horrendous crime.

"Words are not sufficient, I know, to describe the pain and suffering that you been going through," he told the family. "I don't know if this plea will ever provide closure, because the loss has been so great."

Contact reporter Tim Reaves at
 704-789-9131.

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Cabarrus Candy

Rowan County
Public Hearing for CSBG funds Application

November 25, 2013 - 4:00 pm

Agenda

- A. Open Meeting
- B. Welcome
- C. Explanation of the Grant Purpose
- D. Questions and Answers
- E. Adjournment

Meeting Minutes:

Recorded by: Joann P. Diggs Title: Contract Manager

The Public Hearing for Rowan County was held on Monday, November 25, 2013 at 6 p.m. in the Library of Salisbury Rowan Community Action Agency, Inc. There were 8 interested parties in attendance. (Attendance Sheet) recorded.

The opening and welcome given by Joann P. Diggs, Contract Manager for Family Services Program

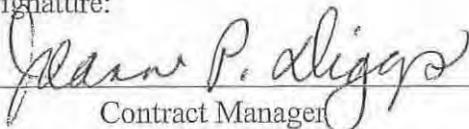
Explanation of the grant purpose was stated.

Then a PowerPoint presentation on the Community Service Block Grant Program was given by Chiquita Breland

The session was open for Questions and Answers. Several questions from the audience concerning the Supportive Services for the clients..

Thanks were given to those in attendance and hearing was adjourned at 4:45p.m.

Signature:


Contract Manager

11/26/13

Date

Rowan County

Public Hearing for CSBG funds Application

November 25, 2013 – 4 p.m.

Attendance Sign-In Sheet

Name	Address	Contact Number
Brandy Watson	7820 Chelsea Jade Ln Charlotte NC 28209	704-881-5088
Chaquita Breland		(704) 216-2466
Lucy Andeta		704-603-8996
Blanca Palmer		704-604-6118
Shenita Russell	1300 W Bank St	(704) 216-2191
V. U. Andeta		204 433-3101
Ariel Lawson	Kannapolis	(704) 930-9225

Rowan County

Public Hearing for CSBG funds Application

November 25, 2013 – 4 p.m.

Attendance Sign-In Sheet

Name	Address	Contact Number
James P. Duggan	1300 W. BANKST SALISBURY, NC 28147	704 216-2184

Cabarrus County

Public Hearing for CSBG funds Application

November 25, 2013 - 4:00 pm

Agenda

- A. Open Meeting
- B. Welcome
- C. Explanation of the Grant Purpose
- D. Questions and Answers
- E. Adjournment

Meeting Minutes:

Recorded by: Denita Caldwell Title: Family Development Specialist

The Public Hearing for Rowan County was held on Monday, November 25, 2013 at 4 p.m. in the conference room at SRCAA, Inc. office at – 1413 Sedan Avenue, Kannapolis, NC. There were 4 interested parties in attendance. (Attendance Sheet recorded).

The opening and welcome, given by Denita Caldwell, CSBG, Family Development Specialist.

Explanation of the grant purpose was stated.

Then a PowerPoint presentation on the Community Service Block Grant Program was given by Denita Caldwell.

The session was open for Questions and Answers. No questions were asked.

Thanks were given to those in attendance and hearing was adjourned at 5 p.m.

Signature:

Denita Caldwell

Family Development Specialist

11-25-13

Cabarrus County

Public Hearing for CSBG funds Application

November 25, 2013 – 4 p.m.

Attendance Sign-In Sheet

Name	Address	Contact Number
Jean P. Harvey	580 Mirawood Dr NE Concord NC 28025	704-216-2194
KBolud	SRCAA	704-305-3799
Dione Adkins - Tate	1413 Sedan Avenue	704-273-9191
Zenobia Nelson	SRCAA	704-939-6154

Cabarrus County

Public Hearing for CSBG funds Application

November 25, 2013 – 4:00 p.m.

Attendance Sign-In Sheet

Name	Address	Contact Number
Jean P. Harvey	586 Mirawood Trail NE Concord, NC 28025	704-216-2194
Kay Boland	SRCAA	704-305-3799
Dione Adkins-Tate	1413 Sedan Avenue	704-273-9191
Zenobia Nelson	1413 Sedan Avenue	704-933-0727

Attachment number 2

Intent to Apply Documentation

SRCAA-CSBG

Documentations

Submission to County Commissioners

SRCAA- CSBG

IRS EXEMPT LETTER

SRCAA- CSBG



Department of the Treasury
Internal Revenue Service

CINCINNATI OH 45999-0038

In reply refer to: 0248222119
Nov. 17, 2014 LTR 4168C 0
56-0840196 000000 00
00031280
BODC: TE

SALISBURY ROWAN COMMUNITY ACTION
AGENCY INC
1300 W BANK ST
SALISBURY NC 28144



011407

Employer Identification Number: 56-0840196
Person to Contact: Kaye Keyes
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Nov. 05, 2014, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in January, 1965.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

0248222119
Nov. 17, 2014 LTR 4168C 0
56-0840196 000000 00
00031281

SALISBURY ROWAN COMMUNITY ACTION
AGENCY INC
1300 W BANK ST
SALISBURY NC 28144

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,



Norma J. Brudwick, Field Director
Accounts Management

**CONTRACT
AND
LEASE**

SRCAA-CSBG

NORTH CAROLINA

LEASE

CABARRUS COUNTY

THIS LEASE AND AGREEMENT made and entered into this ___ day of November, 2012, by and between **Farrar Griggs, Jr.**, of Cabarrus County, North Carolina (hereinafter referred to as **LESSOR**) and **Salisbury-Rowan Community Action Agency, Inc.**, a North Carolina Non-Profit Corporation, of Rowan County, North Carolina (hereinafter referred to as **LESSEE**):

WITNESSETH:

LESSOR hereby leases unto LESSEE certain premises hereinafter described, subject to the terms and conditions hereinafter set forth, said LESSEE accepting the lease and covenanting to observe such terms and conditions.

1. **DEMISED PREMISES:**

The property leased is described as that office duplex space bearing an address of **1413 Sedan Avenue**, Kannapolis, NC 28083 and consisting of a private ½ bathroom, three executive offices, a reception area and clerical office and a conference room, and excepting that vault space contained therein, which is retained for use by LESSOR. LESSEE shall also have shared access for its employees to the kitchen/break room. An outline of the space is attached as Exhibit A.

TO HAVE AND TO HOLD said premises under this Lease under the following terms and conditions:

2. **TERM:**

LESSOR shall lease the property to LESSEE, together with all the appurtenances, rights, privileges, and easements thereunto belonging or in any wise appertaining, which leasehold interest shall be subject to such easements and rights of way as exist at the time of execution of this Agreement. The specific term of the lease shall be as follows:

- (a) **Term.** This lease shall begin as of the 1st day of **December, 2012**, and shall exist for a period of **two years** to and including the **30th day of November, 2014**.

(b) **Options to Renew.** LESSEE, at its option, shall be entitled to the privilege of **two (2)** successive extension(s) of this lease, said extension(s) to be for a period of **one year** and on the same terms and conditions required during the initial lease term hereof, except as to rental, provided that there has been no default in the lease and conditioned upon the exercise of and compliance with prior extensions if LESSEE avails itself of the same. Unless LESSEE notified LESSOR in writing prior to 90 days before the termination of the initial term that it does not wish to exercise the option of extending the lease for the next one year interval, then it shall be conclusively presumed that such option is exercised, and the lease shall continue in effect for the additional one year term.

3. **RENTAL:**

In consideration of the leasing of the premises, LESSEE covenants and agrees to pay to LESSOR and LESSOR agrees to accept from LESSEE, as rental for said premises, during the period of this lease the following:

The sum of **Twenty Six Thousand Four Hundred and no/100 Dollars (\$26,400.00)**, payable in **Twenty Four (24)** equal, consecutive, monthly installments in the sum of **Eleven Hundred and No/100 Dollars (\$1100.00)** per month, beginning with the 1st day of **December, 2012**, and continuing during the existence of the terms of this lease.

Said monthly installments shall be due on the 1st day of each month beginning December 1, 2012.

4. **TAXES AND ASSESSMENTS PAID BY LESSOR; PERSONAL PROPERTY TAXES PAID BY LESSEE:**

Throughout the lease term, LESSOR shall pay all ad valorem taxes levied against the above described land and improvements. LESSEE shall pay all ad valorem personal property taxes levied against LESSEE on account of its operation upon said land of any business. Any assessment for street improvements or other permanent improvements levied against the said land shall be paid by LESSOR.

5. **PAYMENT OF FIRE INSURANCE; DAMAGE OR DESTRUCTION OF BUILDING; INSURANCE REPLACEMENT; CONTENTS INSURANCE:**

LESSEE shall continuously maintain and pay the premiums upon a policy of fire insurance and extended coverage insurance to the full insurable value of the improvements.

- (a) If, at any time during the term of this lease, or an extension hereof, the building situated on the demised premises is destroyed or damaged to the extent of seventy-five percent (75%) of its value by fire, windstorm, or other occurrence not due to natural wear and tear, either party shall have the right by giving written notice to the other party of its intention to terminate this lease and any renewal of it, such notice to be given within ten (10) days after such damage occurs, and thereupon the rights of the parties hereto shall be the same as if the period of the lease had expired upon the date of the giving of such notice, provided that the right of LESSEE to so terminate shall be contingent upon the occurrence not being due to the negligence of or intentional act or omission of LESSEE. In the event of any destruction or damage to the building from any such cause at any time during the term of this lease or any renewal of it, LESSOR shall, unless LESSOR or LESSEE shall elect to surrender and terminate this lease or any renewal thereof as hereinabove provided, promptly rebuild and restore the building to its original conditions by using the proceeds of the insurance policies insuring the value of the building as opposed to its contents, provided that the obligation and liability of LESSOR to rebuild the building shall be limited to the use of the proceeds of the insurance policies insuring the value of the building and LESSOR shall not be obligated to use any monies from any other source.
- (b) There shall be no liability upon LESSEE, its successors or assigns, for any rent payable under the terms of this Agreement so long as LESSEE shall be unable to occupy and use said building for the operation of its business by reason of any destruction or damage to the building or other improvements upon the premises not due to the negligent act or omission of LESSEE. If, after such destruction or damage, and before the completion of such repairs and restoration of such building, LESSEE

utilizes the building for the operation of such business, LESSEE shall, during the period of such use, pay the agreed rent that the unrestored damage done to the building and other improvements by such casualty is to the entire value of the building and other improvements.

- (c) Contents insurance: LESSEE agrees to maintain in force continuously throughout the term of this Lease personal property insurance for the contents of the leased premises belonging to LESSEE, at LESSEE'S sole expense.

6. **HOLDING OVER:**

Should LESSEE hold over the leased premises or any part thereof after the expiration of the term of this lease, unless otherwise agreed in writing, such holding over shall constitute and be construed as a tenancy from month to month only, at a monthly rental equal to the rent paid for the last month of the term of this lease plus ten percent (10%) of such amount.

7. **LATE CHARGES FOR OVERDUE RENT:**

If LESSOR has not received the full amount of any monthly rent by the end of ten (10) calendar days after the date it is due, LESSEE agrees to pay to LESSOR a late charge equal to four percent (4%) of the overdue payment. Such late charge shall be due at the time the overdue rent is paid.

8. **TITLE AND CONDITIONS OF THE PREMISES:**

LESSOR covenants that it is seized and possessed of the premises and that LESSEE shall have quiet possession and enjoyment of the premises so long as it is under and complies with the terms and conditions of this lease.

9. **USE OF PREMISES:**

LESSEE may use the premises only for any legitimate business purposes approved by the appropriate municipal or county authority and shall comply with all applicable zoning and other pertinent regulations.

10. **MAINTENANCE, REPAIRS AND ALTERATIONS:**

LESSOR shall keep, maintain and repair the structural walls and roof of said building. LESSOR shall keep, maintain and repair parking area used by LESSEE. LESSOR will not be responsible for damages caused to the exterior walls of building

when caused by delivery trucks delivering merchandise to be used by LESSEE, nor for glass breakage or for door or window repair, upkeep or replacement, nor for interior ceiling, lighting or interior wall repair, upkeep or maintenance. LESSOR shall be responsible for maintenance, repair and replacement of heating, air conditioning, plumbing or electrical systems.

LESSEE shall make no non-structural alterations of the demised premises without the prior written consent of LESSOR. Where such consent is given, said non-structural alterations are to be made in a workmanlike manner without damage to the demised premises. In no event shall any structural alterations be made by LESSEE without the prior written consent of LESSOR.

LESSEE may erect on the premises such signage as is permitted by applicable law, and may remove the same at the expiration of this lease, subject to paragraph 9, herein. LESSEE may use the sign pole currently erected on the premises.

LESSEE shall promptly pay all contractors and materialmen hired by LESSEE to furnish any labor or materials. Should any lien be filed, LESSEE shall bond against or discharge same within ten (10) days after written request by LESSOR.

All permanent alterations or improvements made to the demised premises by LESSEE shall become the property of the LESSOR upon the termination of this lease.

11. REMOVAL OF FURNITURE, EQUIPMENT AND PERSONAL PROPERTY:

All furnishings, equipment, and personal property installed in the demised premises by LESSEE may be removed at any time during or at the expiration or termination of this lease, provided that, after removal, the premises are restored to the condition at least as good as before the installation of the same.

12. ASSIGNMENT AND SUBLETTING:

LESSEE shall not assign the premises in whole or in part without the prior written consent of the LESSOR, and shall thereafter continue to remain responsible primarily for payment of rental as required by this lease.

13. DEFAULT:

In case of default by the LESSEE in any of the covenants on its part herein contained, LESSOR may enforce performance of this lease in any manner provided by

law, or, at the option of the LESSOR, this lease may be forfeited in the event any such default continues for a period of ten (10) days after LESSOR notifies the LESSEE of such default and of LESSOR'S intention to declare the lease forfeited, and upon the expiration of said ten (10) day period (unless LESSEE shall have within such period commenced the removal of such default and thereafter shall proceed with due diligence until the default complained of has been removed or cured) this lease shall cease and come to an end as if that were the day originally fixed for the expiration of the term thereof, and LESSOR'S agent or attorney shall have the right without further notice or demand to re-enter and remove all persons from the premises without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of rent or breach of covenant, or LESSOR'S agent or attorney may resume possession of the premises and relet the same for the remainder of the term at the best rental such agent or attorney may obtain for the account of the LESSEE, who shall pay to the LESSOR any deficiency, and LESSOR shall have a lien as security for the rent reserved upon all the goods, wares, chattels, implements, machinery, equipment, fixtures, tools and other personal property belonging to LESSEE which are or may be put upon the leased premises.

14. UTILITIES, LAWN CARE, MISCELLANEOUS EXPENSES:

The cost of all heat, lights, water, sewer, refuse pickup and lawn care shall be borne by LESSOR at its expense from and after the date of possession of the premises by LESSEE. LESSEE shall bear the cost of re-lamping light fixtures and telephone and internet/cable expense.

15. ADA COMPLIANCE:

Upon the execution of this Lease, Seller shall cause the front entrance to the demised premises to be made handicap accessible by the erection of a ramp in compliance with Americans With Disabilities Act specifications.

16. NOTICE:

Unless otherwise notified in writing, all notices to LESSOR shall be mailed to Farrar Griggs, Jr. 601 Coach Street, Kannapolis, North Carolina, 28083, and all notices to LESSEE shall be mailed to Executive Director, Salisbury-Rowan Community Action Agency, Inc., 1300 W. Bank St., Salisbury, North Carolina, 28145.

17. HOLD HARMLESS COVENANT; INDEMNITY:

LESSEE agrees to provide and maintain a policy of general liability insurance with a company reasonably acceptable to LESSOR, with limits of \$1,000,000.00 for injury to persons and \$1,000,000.00 for damage to property, which policy shall name LESSOR as an additional insured. LESSEE shall promptly deliver to LESSOR certificates for such insurance. If LESSEE carries a blanket policy covering the demised premises, LESSEE may furnish to LESSOR a certificate of its insuring company that such demised premises are covered by such blanket policy.

In any event, LESSEE agrees to be fully responsible and shall indemnify, save and hold LESSOR harmless from all liabilities resulting from the use of the demised premises by LESSEE.

18. CONDEMNATION:

If any part of the demised premises should be lawfully condemned, the award in condemnation shall be shared by LESSOR and LESSEE as their interest may appear, and in the event that they are unable to agree on a division of the award or on abatement of rent because of the space so taken, the matter shall be submitted to arbitration in the County of Cabarrus, State of North Carolina, in accordance with the rules of the American Arbitration Association then in force for the determination of the respective fair market value of LESSOR'S interest and LESSEE'S interest and the reasonable amount of any abatement in rent.

19. LEASE BINDING ON HEIRS; MODIFICATION:

All covenants and agreements herein made shall extend to and be binding upon the successors in interest, and assigns of both LESSOR and LESSEE, and no modification of this lease shall be binding unless evidenced by an agreement in writing signed by LESSOR and LESSEE. This writing contains the entire agreement of the parties.

20. **EXECUTION OF MEMORANDUM OF LEASE:**

LESSEE agrees to execute upon tender by the LESSOR a memorandum of lease suitable for recording. LESSEE agrees to pay all recording expenses, including the cost of any stamps required by be attached to said lease.

21. **WAIVER:**

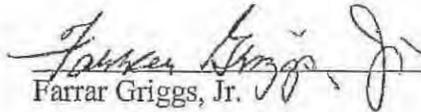
Waiver of any provision herein shall not constitute a waiver of any other provision or right hereunder.

22. **TIME:**

TIME IS OF THE ESSENCE with regard to each any every time or date recited herein.

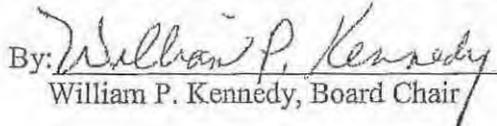
IN WITNESS WHEREOF, LESSOR and LESSEE have executed this lease in duplicate originals, one of which is retained by each of the parties, the execution date being the date of the last acknowledgment completed by a Notary Public.

LESSOR:

 (SEAL)
Farrar Griggs, Jr.

LESSEE:

Salisbury-Rowan Community Action Agency, Inc. (SEAL)

By:  (SEAL)
William P. Kennedy, Board Chair

NORTH CAROLINA

CABARRUS COUNTY

I, Donna Hawkins, a Notary Public of the County and State aforesaid, do hereby certify that **Farrar Griggs, Jr.**, LESSOR, either being personally known to me or proven by satisfactory evidence, personally appeared before me this day and acknowledged the voluntary due execution of the foregoing instrument by him for the purposes stated therein. Witness my hand and official stamp or seal, this 9th day of November, 2012.

My Commission Expires: 4-13-17

Donna Hawkins
Notary Public



NORTH CAROLINA

ROWAN COUNTY

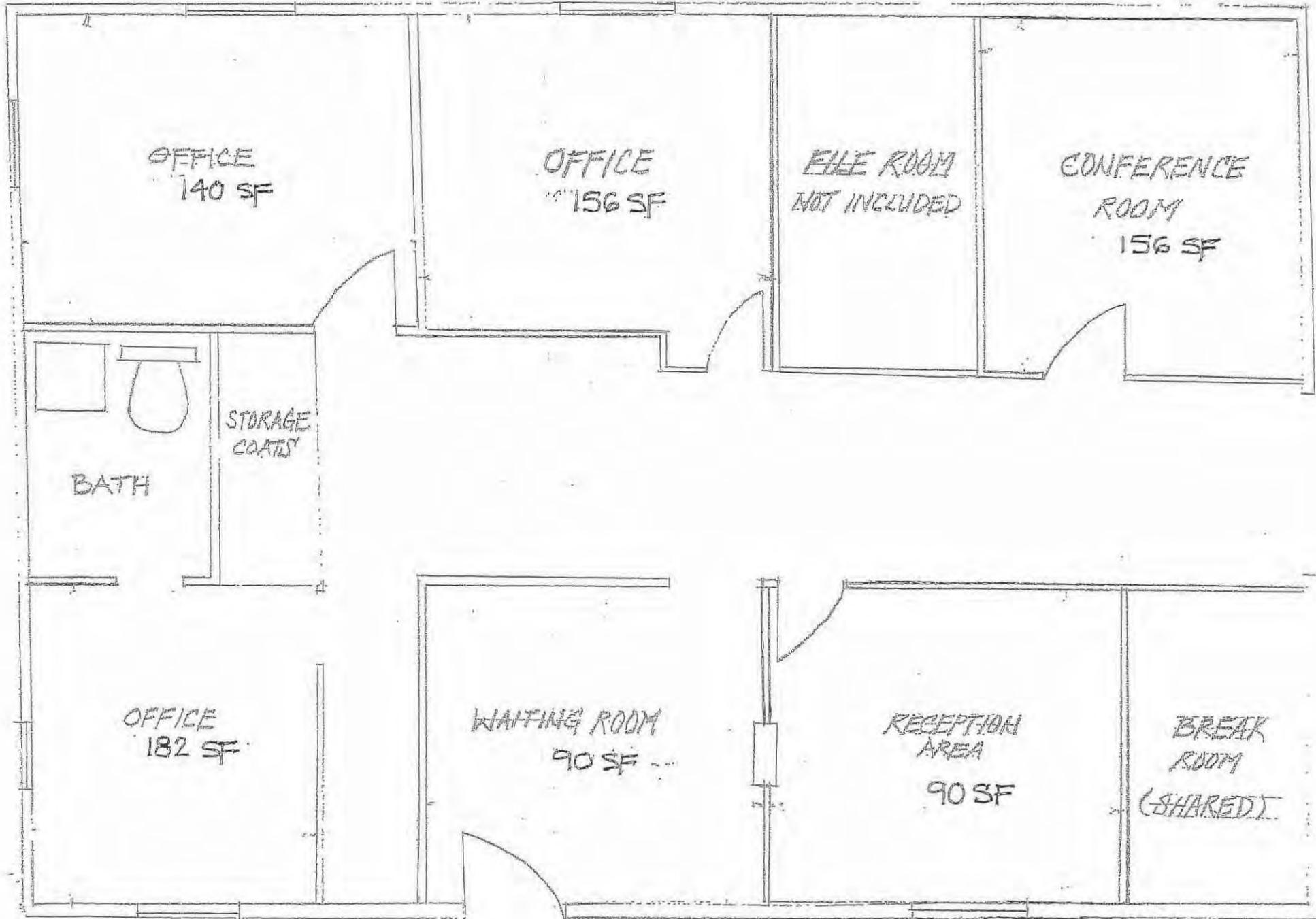
I, Louise P. Honeycutt, a Notary Public of the County and State aforesaid, do hereby certify that **William P. Kennedy**, in his capacity as Board Chair, Salisbury-Rowan Community Action Agency, Inc., LESSEE, either being personally known to me or proven by satisfactory evidence, personally appeared before me this day and acknowledged the voluntary due execution of the foregoing instrument by him for the purposes stated therein. Witness my hand and official stamp or seal, this 8th day of November, 2012.

My Commission Expires: 3/27/2015

Louise P. Honeycutt
Notary Public



LEASE AGREEMENT ATTACHMENT
COACH STREET PROPERTY



Attachment number 2

Forms Documentation

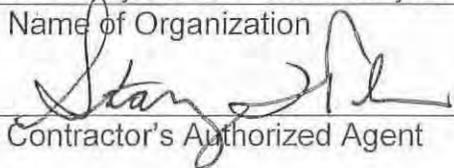
SRCAA - CSBG

Conflict of Interest Verification (Annual)

We, the undersigned entity, hereby testify that our Organization's Conflict of Interest Acknowledgement and Policy adopted by the Board of Directors/Trustees or other governing body, is on file with the North Carolina Department of Health and Human Services (DHHS). If any changes are made to the Conflict of Interest Policy, we will submit a new Conflict of Interest Acknowledgment and Policy to the Department (DHHS).

Salisbury Rowan Community Action Agency, Inc.

Name of Organization


Contractor's Authorized Agent

11-19-14

Date

Stanley Wilson

EXECUTIVE DIRECTOR

Printed Name of Contractor's Authorized Agent

Title



Signature of Witness

11-19-14

Date

SHARON HALL

ADMINISTRATIVE ASSISTANT

Printed Name of Witness

Title

CONFLICT OF INTEREST ACKNOWLEDGEMENT AND POLICY

State of North Carolina

County Rowan

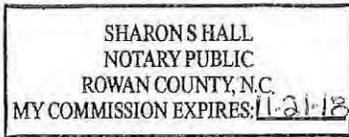
I, Sharon S. Hall, Notary Public for said County and State, certify that

WILLIAM R. KENNEDY personally appeared before me this day and acknowledged

that he/she is BOARD CHAIRMAN of SALISBURY-ROWAN COMMUNITY ACTION AGENCY
[name of Organization]

and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held on the 19TH day of January, 2012.

Sworn to and subscribed before me this 19 day of November 2014



(Official Seal)

Notary Public

My Commission expires 11-21, 2018

Instruction for Organization:

Sign and attach the following pages after adopted by the Board of Directors/Trustees or other governing body OR replace the following with the current adopted conflict of interest policy.

Salisbury Rowan Community Action Agency, Inc.

Name of Organization

* William R Kennedy
Signature of Organization Official

CONFLICT OF INTEREST POLICY AND AGREEMENT FOR DIRECTORS AND STAFF OF THE COMMUNITY ACTION AGENCY⁷

It is important for Community Action Agency ("CAA") Directors and Staff to be aware that both real and apparent conflicts of interest or dualities of interest sometimes occur in the course of conducting the affairs of CAA and that the appearance of conflict can be troublesome even if there is in fact no conflict whatsoever. Conflicts occur because the many persons associated with CAA should be expected to have, and do in fact generally have multiple interests and affiliations and various positions of responsibility within the community. In these situations a person will sometimes owe identical duties of loyalty to two or more organizations.

Conflicts are undesirable because they potentially or apparently place the interests of others ahead of CAA's obligations to its charitable purposes and to the public interest. Conflicts are also undesirable because they often reflect adversely upon the person involved and upon the institutions with which they are affiliated, regardless of the actual facts or motivations of the parties. However, the long range best interests of CAA do not require the termination of all association with persons who may have real or apparent conflicts that are harmless to all individuals or entities involved.

Therefore, because CAA's Directors and Staff may be involved with other organizations that may have business dealings or affiliations with or seek grants from CAA, the following general principles have been established:

1. Each member of the Board of Directors and the Staff of CAA has a duty of loyalty to CAA. The duty of loyalty generally requires a Director or staff member to prefer the interests of CAA over the director's/staff's interest or the interests of others. In addition, Directors and staff of CAA shall avoid acts of self-dealing which may adversely affect the tax-exempt status of CAA or cause there to arise any sanction or penalty by a governmental authority.
2. In the event any Director or a member of his or her family has a personal or business interest in, or is involved in any way with, an organization with which the Board is considering a grant request or business contract, such interest or involvement shall be disclosed to the Board. In such event, the interested Director shall neither vote nor participate in the discussion of the matter. The interested Director shall be excused from the actual discussion and presence at that portion of the meeting when the matter giving rise to the apparent conflict is discussed. However, any Director who is excluded from voting or presence pursuant to this policy may answer pertinent questions of other Directors and be present when the interested Director's knowledge regarding the matter will assist the Board.
3. The minutes of the meeting shall indicate that the interested Director disclosed the interest or involvement in the matter being considered by the board, recused herself/himself from the discussion, and abstained from voting on the matter.

⁷ Provided to CAPLAW by Joel Kaleva, Esq., of Crowley, Haughey, Hanson, Toole & Dietrich in Helena, Montana. 406-449-4165

4. Employees and Board Members are not allowed to personally, financially or materially gain or benefit from their relationship with Salisbury Rowan Community Action Agency Inc, (hereinafter SRCAA Inc.) and an agency business relationship. Employees are responsible for avoiding any and all known and discovered conflict of interest situations.
5. Employees and Board Members who are in a fiduciary position, who have the apparent or actual authority to make contractual decisions regarding business contracts that relate to the operation of SRCAA Inc., are prohibited from accepting gifts, contributions, current or future monetary exchanges or anything of value in exchange for contractual agreements.
6. No "presumption of guilt" is created by the mere existence of a relationship with outside firms. However, if employees and board members have any influence on transactions involving purchases, contracts, or leases, it is imperative that they disclose to Executive Director of S-RCAA, Inc. as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.
7. Personal gain is when an employee, board member or their relative owns a significant percentage in a firm that does business with S-RCAA. Additionally, personal gain is when an employee, board member or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving S-RCAA, Inc.
8. Violation of this policy will result in termination of employment with the Salisbury Rowan Community Action Agency Inc. All persons who represent SRCAA Inc., (employees, board members, volunteers, and program participants, shall be governed by this policy.)

I HAVE READ AND UNDERSTAND THE FOREGOING CONFLICT OF INTEREST POLICY AND AGREEMENT, I AGREE TO ITS TERMS, AND MY ACTIONS HAVE BEEN AND WILL CONTINUE TO BE GUIDED THEREBY.

Salisbury-Rowan Community Action Agency, Inc.

William Kennedy
Board Member's Name


Board Member's Signature

1-16-14
Date

IRS Tax Exemption Verification Form (Annual)

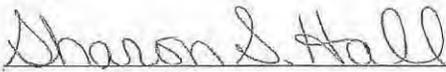
We, the undersigned entity, hereby testify that the 501 (c) (3) status is on file with the North Carolina Department of Health and Human Services and is still in effect.

Name of Agency Salisbury Rowan Community Action Agency, Inc.

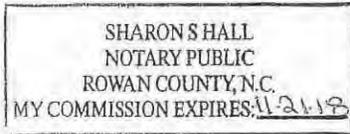

Stanley Wilson

Chairman, Executive Director, or other Authorized Official

Sworn to and subscribed before me, this 19 day of November, 2014.


Sharon S. Hall
Notary Public

My Commission expires: 11-21-18



Salisbury-Rowan COMMUNITY ACTION AGENCY, INC.

1300 W. Bank St. • Salisbury, NC 28144 • Phone: 704-633-6633 • Fax: 704-633-7814

William "Pete" Kennedy, Board Chairman
Donna W. Cook, Vice Chair
Suzette Davis, Secretary



Tammy Corpening, Treasurer
Carlos Watson, Parliamentarian
Stanley Wilson, Executive Director

November 18, 2014

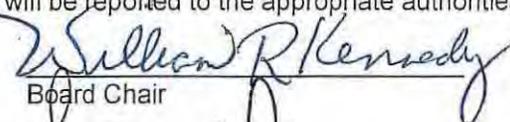
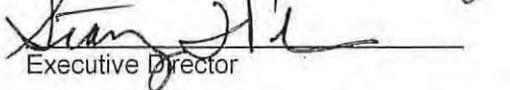
To: State Agency Head and Chief Fiscal Officer

Certification:

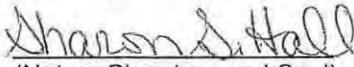
We certify that the Salisbury Rowan Community Action Agency does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S. 143C-10-1b.

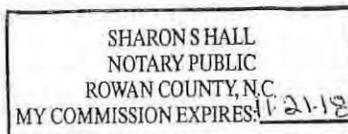
Sworn Statement:

William Kennedy and Stan Wilson being duly sworn, say that we are the Board Chair and Executive Director, respectively, of Salisbury Rowan Community Action Agency of Salisbury in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.


Board Chair

Executive Director

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


(Notary Signature and Seal)



My Commission Expires: 11-21-18

If there are any questions, please contact the state agency that provided your grant. If needed, you may contact the North Carolina Office of State Budget and Management:
NCGrants@osbm.nc.gov-(919)807-4795

¹ G.S. 105-243.1 defines: Overdue tax debt. – Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement."

State Certifications
Contractor Certifications Required by North Carolina Law

Instructions

The person who signs this document should read the text of the statutes listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes can be found online at:

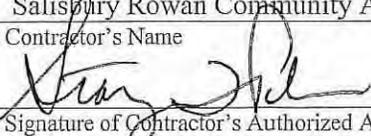
- Article 2 of Chapter 64: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf
- G.S. 105-164.8(b): http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf
- G.S. 143-48.5: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-48.5.html
- G.S. 143-59.1: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf
- G.S. 143-59.2: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf
- G.S. 147-33.95(g): http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_147/GS_147-33.95.html

Certifications

- (1) Pursuant to G.S. 143-48.5 and G.S. 147-33.95(g), the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov
- (2) Pursuant to G.S. 143-59.1(b), the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
- (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); and
- (b) [check one of the following boxes]
- Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; or
- The Contractor or one of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 but the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
- (3) Pursuant to G.S. 143-59.2(b), the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (4) The undersigned hereby certifies further that:
1. He or she is a duly authorized representative of the Contractor named below;
 2. He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
 3. He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

Salisbury Rowan Community Action Agency, Inc.

Contractor's Name

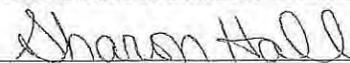

Signature of Contractor's Authorized Agent

11/19/14
Date

Stanley Wilson

Printed Name of Contractor's Authorized Agent

EXECUTIVE DIRECTOR
Title


Signature of Witness

11/19/14
Date

SHARON HALL
Printed Name of Witness

ADMINISTRATIVE ASSISTANT
Title

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

Attachment number 2

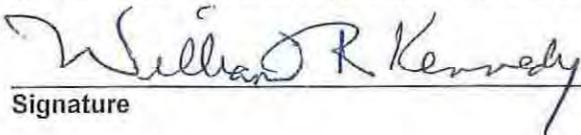
FEDERAL CERTIFICATIONS

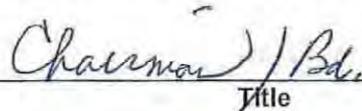
The undersigned states that:

1. He or she is the duly authorized representative of the Contractor named below;
2. He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:
 - a. The Certification Regarding Nondiscrimination;
 - b. The Certification Regarding Drug-Free Workplace Requirements;
 - c. The Certification Regarding Environmental Tobacco Smoke;
 - d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
 - e. The Certification Regarding Lobbying;
3. He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;
4. [Check the applicable statement]
 He or she **has completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has made, or has an agreement to make**, a payment to a lobbying entity for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action;

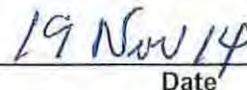
OR

- He or she **has not completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has not made, and has no agreement to make**, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.
5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.


Signature


Title

William R. Kennedy
Contractor Name


Date

[This Certification Must be Signed by the Same Individual Who Signed the Proposal Execution Page]

I. Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

II. Certification Regarding Drug-Free Workplace Requirements

1. The Contractor certifies that it will provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing a drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The Contractor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 - e. Notifying the Department within ten days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction;
 - f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted:
 - i. Taking appropriate personnel action against such an employee, up to and including termination; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
 - 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).
2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

Address

Street

1300 W. Bank Street

City, State, Zip Code

Salisbury, NC 28144

Street

1413 Sedan Avenue

City, State, Zip Code

Kannapolis, NC 28083

3. Contractor will inform the Department of any additional sites for performance of work under this agreement.
4. False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

III. Certification Regarding Environmental Tobacco Smoke

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor certifies that it will comply with the requirements of the Act. The Contractor further agrees that it will require the language of this certification be included in any subawards that contain provisions for children's services and that all subgrantees shall certify accordingly.

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

Instructions

[The phrase "prospective lower tier participant" means the Contractor.]

1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originate may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealing.

9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification

1. **The prospective lower tier participant certifies**, by submission of this document, 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.

V. Certification Regarding Lobbying

The Contractor certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid 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 Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of \$100,000.00 or more and that all subrecipients shall certify and disclose accordingly.
4. 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 \$10,000.00 and not more than \$100,000.00 for each such failure.

VI. Disclosure Of Lobbying Activities

Instructions

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
- (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D. C. 20503

FFATA REPORTING SECTION FOR PRIOR FISCAL YEAR

Entities Required to Provide FFATA Data:

All entities which receive federal funding are required to provide the following information per the reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA).

- Attach evidence of your SAM'S Registration (i.e., a printout of the results page from SAM'S by searching on your entity's name or DUNS number).
- Please make sure all zip codes on this report contain Zip Codes plus 4.

Entity's Legal Name: Salisbury Rowan Community Action Agency, Inc.

DUNS Number of Entity: 170667315 DUNS Number of Entity's Parent (if applicable): _____

Location of Entity:
 Street Address: 1300 West Bank Street
 City/State/Zip: Salisbury, NC 28144-3910
 Congressional District/ County: 12th Congressional District Rowan County

Contract Number Associated with Performance Locations: 0027069

Locations of Performance Under the Award (add additional pages if necessary)

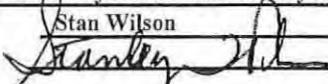
address	<u>1300 West Bank Street</u>	address	<u>1413 Sedan Avenue</u>
city / state / zip	<u>Salisbury, NC 28144-3910</u>	city / state / zip	<u>Kannapolis, NC 28083</u>
congressional district / county	<u>12 Congressional District Rowan County</u>	congressional district / county	<u>8th District Cabarrus County</u>
address	_____	address	_____
city / state / zip	_____	city / state / zip	_____
congressional district / county	_____	congressional district / county	_____
address	_____	address	_____
city / state / zip	_____	city / state / zip	_____
congressional district / county	_____	congressional district / county	_____

Entities Required to Provide Executive Compensation Data

List Executive Compensation for the five most highly compensated Officers:

	<u>Title</u>	<u>Name</u>	<u>Total Compensation</u>
1.	<u>Executive Director</u>	<u>Stan Wilson</u>	<u>\$80,000</u>
2.	<u>Interim Head Start Director</u>	<u>Lesha Herbin</u>	<u>\$65,000</u>
3.	<u>Contract Manager</u>	<u>Joann Diggs</u>	<u>\$71,600</u>
4.	<u>Director of Family Services</u>	<u>Jean Harvey</u>	<u>\$67,000</u>
5.	<u>Fiscal Director</u>	<u>Michael Curtis</u>	<u>\$75,000</u>

Provide signature below of person completing the above information.

Entity: Salisbury Rowan Community Action Agency, Inc.
 Name: Stan Wilson Title: Executive Director
 Signature:  Date: 11/19/14

Questions and Submission - Please Contact:

Carlotta Dixon, Section Chief of Program Compliance
 DHHS- Social Services
 2401 Mail Service, Center, Raleigh, NC 27699-2401
 Telephone Number: 919-527-6421 – Fax Number: 919-334-1198
 Email: carlotta.dixon@dhhs.nc.gov



CABARRUS COUNTY

BOARD OF COMMISSIONERS WORK SESSION

**DECEMBER 1, 2014
6:15 P.M.**

AGENDA CATEGORY:

Discussion Items for Action at December 15, 2014 Meeting

SUBJECT:

Planning and Development - Elma C. Lomax Incubator Farm Extension of Temporary Agreement with Carolina Farm Stewardship Association

BRIEF SUMMARY:

At the June 16, 2014 Board of Commissioner's meeting, the Cabarrus County Board of Commissioners voted to eliminate funding for the Elma C. Lomax Incubator Farm. At the July 21, 2014 Board of Commissioner's meeting, the Board agreed to enter into a temporary agreement with Carolina Farm Stewardship Association to administer the farm operations until permanent arrangements could be made. The temporary agreement expires on December 31, 2014.

REQUESTED ACTION:

Consider extending the temporary agreement from January 1, 2015 to December 31, 2015 with Carolina Farm Stewardship Association and authorize the County Manager to execute the agreement, subject to review/revision by the County Attorney.

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Roland McReynolds, Executive Director, Carolina Farm Stewardship Association

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

[July 2014 BOC Minutes](#)

[Memo](#)

Not Voting: [None.]

(G-2) Planning and Development - Elma C. Lomax Incubator Farm Public to Private Transition Proposal

Kelly Sifford, Planning and Development Director, reported staff has worked with Roland McReynolds, Carolina Farm Stewardship Association (CFSA) Executive Director, as directed by the Board to come up with a proposed agreement regarding the Elma C. Lomax Incubator Farm. Mr. McReynolds has been in contact with the county attorney and is available to answer questions.

Richard Koch, County Attorney, reviewed the proposed temporary operating agreement for the Elma C. Lomax Incubator Farm Park. He said the document was crafted in conjunction with Mr. Roland McReynolds in his capacity as the Executive Director of the Carolina Farm Stewardship Association (CFSA). He stated the CFSA has agreed to take over the temporary operation of the park, effective September 1, 2014 through December 31, 2014 with the understanding there will be a transition of a more permanent arrangement for operation of the park either through their association or through a separate non-profit to be discussed at a later time. He advised any changes to programs at the park would be subject to county approval.

A discussion ensued. During discussion, Mike Downs, County Manager, Mr. McReynolds, Mr. Koch and Ms. Sifford responded to questions from the Board.

Commissioner Morris **MOVED** to authorize the County Manager and County Attorney to move forward with the agreement with the Carolina Farm Stewardship Association. Vice Chairman Burrage seconded the motion.

Commissioner Measmer expressed support for the proposal and his intent to vote for the motion.

The **MOTION** unanimously carried.

(G-3) Veterans Services - Renaming of North Cabarrus Park as Vietnam Veterans Park

Tim Tereska, Veterans Services Director, presented a request to rename North Cabarrus Park as Vietnam Veterans Park. In commemoration of the 50th anniversary of the beginning of the Vietnam War, the Cabarrus Veterans Coalition is petitioning to rename the North Cabarrus Park as the Vietnam Veterans Park. He reviewed a brief chronicle of meetings and steps taken to reach this point in the process. He advised it is his understanding The Cabarrus Children's Home has endorsed the name change.

Commissioner Morris expressed support for the name change.

John Stanley, Cabarrus Veterans Coalition, and Mr. Tereska responded to questions from the Board.

Vice Chairman Burrage **MOVED** to approve the renaming of the North Cabarrus Park as the Vietnam Veterans Park. Commissioner Oesterreich seconded the motion.

Following a brief discussion, the **MOTION** unanimously carried.

(G-4) County Manager - Purchase of Additional Land for the Northwest Area Elementary School

Mike Downs, County Manager, advised this item was not discussed at the work session but has been added due to time constraints in order to meet a deadline.

Kelly Kluttz, Cabarrus County Schools Chief Financial Officer, advised Cabarrus County Schools has a request to purchase 6.35 acres of land adjacent to the old Odell School site. She stated in order to close on the property this purchase requires Board approval for the land purchase and to reallocate \$10,031.00 to the new northwest area elementary school.

Mr. Downs advised the budget request is to move money within their current budget, and is not a request for additional money.

Chairman Poole explained pursuant to N.C.G.S. 115G-426(f), a school board may not execute a contract to purchase a site or make any expenditure



Elma C. Lomax Incubator Farm

Public to Private Transition Plan

2015 Operating Agreement Extension

November 18th, 2014

From 2009 through June of 2014, the Elma C. Lomax Incubator Farm was managed by Cabarrus County government and served as a teaching facility in cooperation with Cabarrus County Cooperative Extension. In June 2014 the Board of County Commissioners as part of a procedural budgetary vote, unexpectedly eliminated all funding for the Elma C. Lomax Incubator Farm effective July 1st, 2014.

On September 1st, 2014 Cabarrus County entered into a Temporary Operating Agreement (TOA) with Carolina Farm Stewardship Association (CFSA) allowing CFSA to take over operational management of the Lomax Farm. Many individuals, organizations and startup businesses have come to rely on the Lomax Farm. Still others have planned partnerships for future cooperation. This TOA allowed operation of the farm to continue in the fourth quarter of 2014.

Carolina Farm Stewardship Association is a member-based, farmer-driven, non-profit organization with a mission to promote local and sustainable agriculture in the Carolinas, including education and support for new farmers. CFSA (carolinafarmstewards.org), headquartered in Pittsboro, NC, is willing to continue the role of fiscal sponsor for the Lomax Farm, continue operational management of the Lomax Farm and assist in the development of a long-range plan for its continued operation.

To continue a smooth transition and ensure the success of the current and future farmer-in-training, use and maintenance of all tools, equipment, and improvements purchased for and associated with operations of the Elma C. Lomax Incubator Farm will be assigned to CFSA solely for use at the Lomax Farm. It should be noted that, initially, all the tools, equipment and improvements at the Elma C. Lomax were purchased with proceeds from a Cannon Foundation grant award. Any tools, equipment or improvements purchased subsequently by the county were funded through the Cabarrus County Agricultural Development and Farmland Preservation Trust Fund.

The county attorney has advised that the operational agreement between Cabarrus County and CFSA can be maintained and will continue to provide for the management and fiscal responsibility of the Elma C. Lomax Incubator Farm by CFSA.

The current agreement includes:

1. Assumption of fiscal responsibility
2. Assumption of liability
3. Access and use of the one acre parcel and improvements owned by Franklin Lomax.
4. Use and maintenance of all tools, equipment, and improvements (an inventory of which is incorporated into the agreement) on the property bequeathed to the county.
5. Statement of intent and scope of program and services
6. Names of responsible parties
7. Term and process for extension or subsequent agreements

CFSA is working with a local Lomax Board of Advisors to develop a long-range plan for the future of the Elma C. Lomax Incubator Farm based on the current Lomax Program Development Plan. This work will continue throughout 2015. This proposed extension of the TOA will allow CFSA and Cabarrus County a full calendar year to evaluate this relatively new partnership and make appropriate plans for the future of the Elma C. Lomax Incubator Farm.

In the past, the Lomax family has provided a statement of endorsement of this effort to the county attorney and Chairman of the Board of Commissioners.

Elma C. Lomax Incubator Farm

Board of Advisors:

Ann Morris	Dean, Corporate and Continuing Education, Rowan Cabarrus Community College
Mike Lizotte	Sustainability Director, University of North Carolina Charlotte
Christine Barrier	Administrative Assistant, Cabarrus County Cooperative Extension
Kelly Sifford	Planning and Development Director, Cabarrus County
Dr. John Turner	Turner Orthodontics
Vicky Porter	Owner and Operator, Porter Farms
Susan Otteni	Cabarrus County Resident

The need for a diversified funding stream to support the ongoing work and programming at the Elma C. Lomax Incubator Farm is apparent. Work on such a diverse funding strategy is already underway. Currently that strategy includes:

1. \$25,000 Barnraiser campaign, a crowd-funded online effort supported by Scott Avett and Family.
<https://www.barnraiser.us/projects/lomax-farm-launch-new-organic-farmers>
2. Direct Contributions. To date this total exceeds \$12,000.
3. Fundraising Events. Three such events are planned for 2015.
4. Corporate Sponsorships. \$1,500 has already been raised and other such efforts are just beginning to take shape.
5. Lomax Participation Fees
6. County Contribution

Upon BOC approval of this plan and extension of the agreement as described above, CFSA will be able to receive and disperse funds, allowing individuals, organizations and startup businesses currently operating at Lomax to be able to continue their work and for more participation to develop in 2015.



CABARRUS COUNTY
BOARD OF COMMISSIONERS
WORK SESSION

DECEMBER 1, 2014
6:15 P.M.

AGENDA CATEGORY:

Discussion Items for Action at December 15, 2014 Meeting

SUBJECT:

County Manager - Match State Salary Increase for Locally Funded Positions on RCCC Staff

BRIEF SUMMARY:

Every year, when the State of North Carolina increases the salary of state-funded positions, the County matches that increase for the locally funded positions. Rowan-Cabarrus Community College (RCCC) has 9.5 positions that received a \$1,000 increase with a total cost, with benefits, totaling \$12,324.

REQUESTED ACTION:

Motion to adopt the budget revision for local salary increases at RCCC.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Pamela S. Dubois, Deputy County Manager

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

BUDGET AMENDMENT:

Cabarrus County Budget Amendment Request

Date: 12/15/2014 **Amount:** \$12,324.00

Dept. Head: Pamela S. Dubois **Department:** Education/RCCC

Internal Transfer Within Department | Transfer Between Departments/Funds | Supplemental Request

Purpose:

To appropriate funds to cover the local salary increase for RCCC staff based on state increase to state staff.

Account Number	Account Name	Approved Budget	Inc Amount	Dec Amount	Revised Budget
----------------	--------------	-----------------	------------	------------	----------------

00197140-9719	RCCC	\$2,007,829.00	\$12,324.00		\$2,020,153.00
00191910-9659	Unemployment Comp	\$58,512.00		\$12,324.00	\$46,188.00
	Total	\$2,066,341.00	\$12,324.00	\$12,324.00	\$2,066,341.00

Budget Officer

iApproved
iDenied

County Manager

iApproved
iDenied

Board of Commissioners

iApproved
iDenied

Signature

Signature

Signature

Date

Date

Date



CABARRUS COUNTY

BOARD OF COMMISSIONERS WORK SESSION

**DECEMBER 1, 2014
6:15 P.M.**

AGENDA CATEGORY:

Discussion Items for Action at December 15, 2014 Meeting

SUBJECT:

Active Living and Parks - 2015 Fees and Charges Policy

BRIEF SUMMARY:

Each year, the Active Living and Parks Department reviews the Fees and Charges Policy, presents it to the Active Living and Parks Commission and Senior Centers Advisory Board, and recommends changes to the Board of Commissioners. The attached documents reflect the proposed changes to the Policy and a summary of the requested changes.

REQUESTED ACTION:

Motion to approve the Active Living and Parks 2015 Fees and Charges Policy.

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

- [ALP's 2015 Fees and Charges Policy](#)
 - [2015 ALP's Fees and Charges Policy Summary](#)
 - [2015 ALP's Fees and Charges](#)
 - [2015 ALP's Fees and Charges Summary](#)
 - [2015 ALP's Tournament Contract Summary](#)
 - [2015 ALP's Cross Country - Road Race Application](#)
 - [2015 ALP's Cross Country -Road Race Application Summary](#)
 - [Tournament Contract](#)
-



Cabarrus County Active Living and Parks Department

FEES AND CHARGES POLICY

2015





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I. PURPOSE

To adopt an official policy to establish a set of fees and charges that is fair and equitable for the use of facilities and equipment and the participation in programs sponsored by the Cabarrus County Active Living and Parks Department.

This policy, upon adoption by the Cabarrus County Board of Commissioners, shall be applicable to all individuals for the use of facilities and recreation equipment and the participation in programs conducted by the Cabarrus County Active Living and Parks Department until such time as it is altered, modified, or rescinded by the Cabarrus County Board of Commissioners.

II. POLICY

The Cabarrus County Board of Commissioners hereby establishes the following Active Living and Parks Fees and Charges Policy:

A. Statement of Need

The Active Living and Parks Department offers diversified recreation services to its citizens, recognizing governments' responsibility to provide public park and recreation facilities and leisure opportunities. Due to the demand for services, rapid increase in operation and capital costs, and the limited amount of available tax revenues, it has become difficult to maintain existing levels of service, much less provide new services. Therefore, it is deemed necessary for Cabarrus County to develop a sound and consistent fees and charges policy for Parks and Senior Centers services that is both fair and equitable. The underlying goals of such a policy must remain to provide the broadest services to meet needs of the community, and to assure equitable delivery of those services.

B. Department's Philosophy

The basic principle of Cabarrus County Active Living and Parks Department is to offer the most efficient and diversified recreation services to ensure all citizens equal opportunities as follows:

1. To improve the quality of life for each individual through recreation and leisure opportunities.
2. To provide and maintain parks and recreation facilities for use by the general public.
3. To provide trained and qualified personnel for supervision and instructions of programs and activities and facility

maintenance.

4. To welcome public input into planning and evaluation of programs, activities, and facilities.
5. To provide the opportunity for all residents of Cabarrus County to participate in programs and activities and to fully utilize the facilities of the department.

C. Basic Services and Basic Facilities

Basic Services and Basic Facilities shall be offered at minimal or no charge. These services are those which tend to preserve and promote physical and mental well-being, provide patron safety, instruct in basic skills, and provide public parks and community facilities.

1. Basic service examples include program brochures, community assistance, program planning, clinics, and general public events.
2. Basic facilities include, but are not limited to, family picnic areas, park playgrounds, athletic facilities open spaces, walking trails and comfort stations.

D. Special Services and Special Facilities

Special services and special facilities shall be assigned participation or usage fees based on a specified percentage of the direct operation and maintenance cost.

1. Special services include, but are not limited to, organized adult athletics, athletic tournaments, instructional programs nature/wildlife environmental programs, a pool, classes, and tournaments.
2. Special facilities include, but are not limited to, rental rooms and buildings, lighted ballfields, lighted tennis courts, lighted soccer fields and picnic shelters.

E. Fees and Charges

Fees and Charges shall support other resources available to the Cabarrus County Active Living and Parks Department, not replace them or be used to reduce the County's responsibility to provide public recreation facilities and leisure opportunities. They provide a means to continue, and expand as necessary, the ability to offer both basic and special services to Cabarrus County citizens.

III. CRITERIA FOR ESTABLISHING FEES AND CHARGES FOR SPECIAL SERVICES AND FACILITIES

- A. The determination to assign a fee for a special service and/or facility shall be based on one or more of the following criteria:
1. The cost per user hour. This is usually due to one of the following:
 - a. The service uses consumable materials.
 - b. The service requires a facility with operating, utility, or maintenance costs.
 - c. The service requires special preparation or clean-up.
 - d. The service requires special supervision or instruction at additional cost.
 2. Use of the service or facility tends to be limited to a relatively few individuals or special interest groups; therefore, those who benefit to the exclusion of others should pay extra for the privileges enjoyed.
 3. Charging an admission fee to a special event allows for revenues collected to be used to extend the activity or cover the cost of the event.
 4. Charging a fee serves an independent function such as one of the following:
 - a. Rationing limited facilities among a large number of users.
 - b. Aiding in discipline or control.
 - c. Promoting respect for an activity and/or service.
- B. One or more of the following pricing alternatives will be used in establishing the fees and charges for special services and facilities:
1. To recover the partial or percentage cost of providing the service.
 2. To recover all of the direct operating expenses.
 3. To recover the actual cost of providing the service, and the interest and amortization of the initial capital investment.
 4. At the rate which will result in efficient use of a given area or improvement.

IV. FEES FOR SPECIAL SERVICES

- A. Fees for special services shall be reviewed annually, and adjusted as necessary, to recover an established percentage of the programs direct operation costs. Direct operation costs include, but are not limited to, the following:
1. All part-time wages necessary to conduct the program.
 2. The payment of sports officials, recreation instructors, and contract personnel necessary to conduct the program.
 3. The rental of facilities and utility cost directly related to the program.
 4. The purchase of all equipment and supplies for use by the program participants or personnel.
- B. In the event a community and/or volunteer organization provides the required staffing and/or a portion of the services and supplies needed, and/or a portion of the costs through a sponsorship agreement, the established fee shall provide for the recovery of program operation costs related only to the direct cost incurred by the department subtracting the amount of the donation.
- C. Any surplus revenue from one program may be utilized to offset cost for other related programs.
- D. The following guidelines shall be used in determining annual departmental program fees and charges.
1. Adult Programs: Fees for participation in these programs shall be established to recover an average of 100% of the direct operation costs required to provide the programs.

Instructional classes, workshops, and programs: Participants, regardless of age, will be charged a fee to be determined by the direct cost and estimated number of participants.
 2. Special Programs/Events/Tournaments: In general, the design of all ongoing and new special programs/events shall be structured to maximize revenues to foster future events and/or specific projects within the Active Living and Parks system. Corporate Sponsorship and donations shall be secured when possible to provide these services to the general public at minimal or no cost. The fee will be determined by the direct cost of the program.

V. FEES FOR SPECIAL FACILITIES

- A. When not in use for department sponsored and co-sponsored activities, designated areas and facilities may be rented by organizations and the general public in accordance to established policies and procedures.
1. Area and facility rental rates will be computed by adding the personnel costs, an hourly utility cost, and any related cost for the facility in question. Groups coordinating fundraisers' such as but not limited to road races, walks, festivals, etc. must meet with park or facility management to discuss logistics of event and what is needed to be reserved.
 2. Recreation equipment will not be rented but can be used by County Funded Departments.
- B. Charges for Charitable (Non-Cabarrus County Sponsored) Activities
- Charitable, non-profit, Community serving organizations who conduct an event on park property for the purpose of raising funds or meetings must pay the established rental fee calculated to cover the cost to the County for use of said facility. Certificate of Liability Insurance is required.
- C. Cabarrus County 501(c) 3 Charitable organizations will not be charged for one (1) fundraising event or one (1) meeting/picnic per fiscal year. The Reservation is limited to one (1) reservable space per event. Groups larger than the capacity of available shelters be will be charged 50% rates for each additional space. These Charitable organizations must operate an office within Cabarrus County and apply all monies raised within that office to Cabarrus County residents. Appropriate documentation as proof of 501(c)3 status must be provided at time of reservation.
- D. Any organization who has Active Living and Parks Department as a co-sponsor will not be charged any facility rental fees. To be co-sponsored the event/activity must meet the following criteria:
1. Be a recognized Cabarrus County 501(c)3 organization or a Cabarrus County/Kannapolis school organization
 2. Request cosponsorship at least 30 days in advance of event/program.
 3. Provide a measurable impact and outcome for the patrons
 4. Be open to all interested
 5. Include Cabarrus County Active Living and Parks on all publicity (publicity materials must be submitted to the Active Living and Parks Department in advance for approval).
 6. Meet the Cabarrus County Local Food Policy's 10% commitment
 7. Provide Cabarrus County a minimum of \$1 million liability insurance as additional insured

- E. Commercial Activities: For Profit commercial activities will not be permitted in any public facility or upon parklands without prior approval by the Director of the Active Living and Parks Department. One million dollars in comprehensive liability insurance naming Cabarrus County as additional insured is required.

- F. Reservations include existing park and recreation facilities only. Any additional equipment or activities (i.e. Spacewalks, Dunking Booths, Hot-Air Balloons, generators, etc.) must be approved by the Cabarrus County Safety Risk Management Officer at least two (2) weeks prior to reservation date. The equipment must be operated and supervised by the contract vendor at all times. The organization or groups must provide Cabarrus County with evidence of comprehensive liability insurance sufficient to protect the County against risk, with a limit of at least \$1 million dollars for each occurrence and/or \$2 million aggregate policy which names the County as certificate holder and additional insured, including the endorsements page, or certificate of insurance acceptable to the Cabarrus County Safety Risk Management Officer. Cabarrus County may also require a waiver of subrogation from the sponsoring organization or group. Not all Park facilities are able to accommodate additional equipment or activities. These facilities also may not be able to accommodate a power source or water source. There will be an additional fee of \$35 for all additional equipment that uses water and/or power from Active Living and Parks facilities (dunking booths, generators, waterslide, etc). Location of equipment to be determined by and is subject to Park Management approval.

- G. School vs. County-owned Facilities (Public and Private Schools that receive County tax dollars) of Cabarrus County and City of Kannapolis.
 - 1. As mutually agreed, no charges are assessed by either party for use of schools and parks facilities. Availability of all facilities is based upon the primary user having priority and the secondary user requesting access during available periods. Any additional manpower needed shall be paid by the requesting group.

- H. Revenue Producing Facilities will be developed in parks to supplement General Fund revenue and to provide the public the broadest possible offering of recreation opportunities. The number and type of facilities shall be gauged to provide desired services without acquiring a commercial image. The service in itself must be the first priority in determining the need and standard of operation for the facility.
 - 1. As a basic resource of the park system, special facilities shall be constructed with public funds and, depending on the nature of the service they provide, operated and maintained from user fee revenues.

2. General Fund appropriations shall be used to support the operation of the revenue producing special facilities at such times that cash flow from revenue is inadequate to maintain that facility to the high standard of service necessary.

VI. SPECIAL CONSIDERATION FOR FEES AND CHARGES VARIANCES

- A. Cabarrus County Senior Citizens Groups over the age of fifty-five (55) and Cabarrus County Funded Agencies shall be granted special consideration in the form of free use of park facilities Monday through Friday 8 am until 4 pm. Any direct costs incurred, i.e., heating, air-conditioning will be charged \$40.00 per time period for each park facility reserved. Additional manpower costs if necessary will be passed on to the agency. This special consideration shall not include miniature golf, pool, paddleboats or concessions. Cabarrus County funded agencies shall be any agency whose employees are paid by Cabarrus County Government.
- B. There will be no charge for any Stonewall Jackson School activity or reservation.
- C. Corporate Sponsors, or Friends of the Park Group, approved by the Parks Commission will be permitted to utilize one park facility per year free of charge.
- D. Special Interest Groups or Individuals shall be granted no special consideration in the form of reduced rates or free services with the exception of those groups who are co-sponsoring with the Department.
- E. Proprietary or Commercial groups shall not be permitted to use park facilities for financial gain or profit without prior approval of the Active Living and Parks Director. These facilities are designed to serve the general public on a non-profit basis. The exclusive use of facilities for profit purposes is inconsistent with the Department's basic philosophy and revenue goals.
- F. Special consideration will be granted to Cabarrus County Active Military personnel. This will consist of free use of picnic facilities (excluding miniature golf, paddleboats, concessions, pool, enclosed facilities, heat/AC and before and after hour charges). This consideration will only be granted six (6) months prior to or immediately following deployment. The Reservation is limited to one (1) reservable space per event. Groups larger than the capacity of available shelters will be charged 50% rates for each additional space. Written proof of duty will be required at the time of booking.

- G. Active Living and Parks Department Director has authority to charge groups listed within this section Full Shelter fees following their reservation, if they fail to comply with Park Ordinance.

VII. ALTERNATIVE SOURCES OF REVENUE

A. Grants

1. Any employee of the Department, Commission, or interested citizen is encouraged to investigate the possibilities of securing a grant or sources of outside funding for department facilities and programs.
2. All grant applications, donations, or funding sources must be approved by the Director of Active Living and Parks, the Parks Commission, County Manager, and Cabarrus County Board of Commissioners as required.

B. Non-Appropriated Funds For Recreation Services

1. With prior approval of the Director of Active Living and Parks, solicitations, sales, benefits, donation, or gifts, may be received during County sponsored programs.
2. Funds collected in any manner during a County-Sponsored program shall be handled in accordance with established county and department policies and procedures.

VIII. EVALUATION OF POLICY AND FEE SCHEDULES

The fees and charges policy and related fee schedules shall be reviewed annually by the Director, Staff of the Active Living and Parks Department, the Senior Centers Advisory Council, and the Cabarrus County Active Living and Parks Commission. All recommendations for policy changes or fee adjustments shall be approved by the Cabarrus County Board of Commissioners prior to implementation.

IX. REFUND POLICY

- A. All requests for refunds must be made in writing to the Director of the Active Living and Parks Department.
- B. Refund Procedures
 1. Program credit or refund will be offered in cases in which a class or program is already filled, must be cancelled, or in cases in which changes in class day, time, or site prevents an

individual's participation. A participant wishing to withdraw from a program will be offered a program credit. For a refund, the request must be made in writing to the Active Living and Parks Director minus a 25% administrative fee. Refunds may be prorated if deemed appropriate.

2. Refunds for Discovery Day Camp, Spring Break Camp, Athletic Camps, and Tennis Lessons will be provided less 25% processing fee. All refund requests must be sent in writing to the Program Supervisor prior to being submitted to the Active Living and Parks Department Director.

C. Refunds for Adult Athletic Leagues

1. A refund of the team fee less 25% processing fee will be remitted as follows:
 - a. If the request is more than two (2) weeks before the first scheduled game - 75% refund
 - b. If the request is less than two (2) weeks before first scheduled game - 50% refund
 - c. No refunds after league schedule is completed.

- D. Individual refund policies set for special events, tournaments, rentals, or any program will override this policy.

E. Refunds for Park and Facility Rentals

Every effort will be made to schedule an alternate date should a cancellation be necessary. Alternate dates may or may not be available to the park user depending upon other reservations that have been confirmed. In case of inclement weather, the park user has three (3) working days to call and schedule an alternate date. If an alternate date cannot be confirmed, the park reservation fee will be refunded to the park user minus a 25% administrative fee.

X. RESERVATION POLICY

A. After/Before Normal Operation Hours Request

1. A charge of \$100.00 flat fee and \$25.00 per staff/per hour needed per day (determined by Park Management) to extend any park facility reservation/operation beyond normal opening and closing hours. This extension is only available if the facility is reserved by the requestor during normal operating hours. The extension is subject to Park Management approval. All extensions will be limited to the times of no earlier than 6:00am and will not extend beyond 11:00pm.

B. Rental Group Size

1. Groups at Frank Liske Park will be limited to 1,500 people.

- a. Groups of 400-499 people will be required to rent: the entire barn (Upper Level, Lower Level, Shed I and Shed II), and the Arbor
 - b. Groups of 500-699 people will be required to rent: the entire barn (Upper level, Lower level, Shed I & Shed II), Arbor, and the W.O. Barnhardt Shelter.
2. Groups of 700 and over at Frank Liske Park will be required to rent: the entire barn (Upper level, Lower level, Shed I and Shed II), Arbor, W.O. Barnhardt Shelter and the Andy Hartsell Shelter.
3. Some variation in attendance is permissible at all parks. For reservations of up to 100 people there is an allowance of 25%, 101 to 300 people - 20%, 301 to 500 people - 15%, and over 500 people - 10%. Any groups exceeding their maximum number will be billed an additional charge. This charge will be equal to double the amount of the facilities that should have been reserved for the number of people in attendance in that group. Group attendance will be determined by Park Ranger, Facility Supervisor, and/or Park Program Manager/Coordinator.

C. Special Equipment/Requirements for Reservations and Patrons

4. Reservations include existing park and recreation facilities only. Any additional equipment or activities (i.e. Spacewalks, Dunking Booths, Hot-Air Balloons, generators, etc.) must be approved by the Cabarrus County Safety Risk Management Officer at least two (2) weeks prior to reservation date. The equipment must be operated and supervised by the contract vendor at all times. The organization or groups must provide Cabarrus County with evidence of comprehensive liability insurance sufficient to protect the County against risk, with a limit of at least \$1 million dollars for each occurrence and/or \$2 million aggregate policy which names the County as certificate holder and additional insured, including the endorsements page, or certificate of insurance acceptable to the Cabarrus County Safety Risk Management Officer. Cabarrus County may also require a waiver of subrogation from the sponsoring organization or group. Not all Park facilities are able to accommodate additional equipment or activities. These facilities also may not be able to accommodate a power source or water source. There will be an additional fee of \$35 for all additional equipment that uses water and/or power from Active Living and Parks facilities (dunking booths, generators, waterslide, etc). Location of equipment to be determined by and is subject to Park Management approval.

Park Rangers may accept reservation fees. The Department has implemented a refund policy for payment for park reservation fees. Park Reservations cancelled more than (3) three days in advance

are eligible for a refund less a 25% processing fee. If cancelled less than (3) three days in advance, there is no refund but may be rescheduled.

Every effort will be made to schedule an alternate date should a cancellation be necessary. One (1) alternate date may or may not be available to the park user depending upon other reservations that have been confirmed. Contact the Park Reservations Office within (3) three working days of the original scheduled date of reservation of their intent to reschedule another date. If an alternate date cannot be confirmed, a park reservation fee will be refunded to the park user upon approval of a written request made to the Active Living and Parks Director. Refund requests must be made within thirty (30) days from date of reservation to be eligible for a refund.

Cabins and tents must be rented by an adult at least 21 years old. An adult (21) must occupy the cabin and tents during the entire rental period.

5. No nails or staples may be used on park property or senior center
6. Deep fat/grease frying is not permitted.
7. Alcohol and/or fireworks of any kind are not allowed in the parks.
8. Smoking and the use of other tobacco products on grounds of the county's parks and facilities system are prohibited.
9. Anyone not adhering to this policy or any other park policy may be asked to leave with no refund and will be banned from renting any facilities at any Cabarrus County operated parks and facilities for an indefinite period of time.

Revised 05/03/03
Revised 02/02/04
Revised 02/08/05
Revised 02/20/06
Revised 02/08/07
Revised 02/18/08
Revised 02/03/09
Revised 01/19/10
Revised 11/22/11
Revised 11/15/12
Revised 11/18/13
Revised 11/20/14

Cabarrus County Active Living and Parks Department
Proposed Changes to Fees & Charges Policy for 2015 - Summary

1. North Cabarrus Park changed to Vietnam Veterans Park throughout the document.

2. V Fees For Special Facilities Added verbiage in red deleted Fireworks
 - D. **Added #2 Request co-sponsorship at least 30 days in advance of event/program.**

F. Reservations include existing park and recreation facilities only. Any additional equipment or activities (i.e. Spacewalks, Dunking Booths, Hot-Air Balloons, ~~Fireworks~~, generators, etc.) must be approved by the Cabarrus County Safety Risk Management Officer at least two (2) weeks prior to reservation date. The equipment must be operated and supervised by the contract vendor at all times. The organization or groups must provide Cabarrus County with evidence of comprehensive liability insurance sufficient to protect the County against risk, with a limit of at least \$1 million dollars for each occurrence and/or \$2 million aggregate policy which names the County as certificate holder and additional insured, **including endorsements page**, or certificate of insurance acceptable to the Cabarrus County Safety Risk Management Officer. Cabarrus County may also require a waiver of subrogation from the sponsoring organization or group. Not all Park facilities are able to accommodate additional equipment or activities. These facilities also may not be able to accommodate a power source or water source. There will be an additional fee of \$35 for all additional equipment that uses water **and/or power** from Active Living and Parks facilities (dunking booths, generators, waterslide, etc.). **Location of equipment to be determined by and is subject to Park Management approval.**

3. X Reservation Policy

- C. Special Equipment/Requirements for Reservations and Patrons
Made to match what is listed above under Special Facilities

~~1. Reservations include existing park and recreation facilities only. Any additional equipment or activities (i.e., spacewalks, dunking booths, generators, etc.) will not be allowed unless approved by Cabarrus County Safety Risk Management Officer. The County requires the organization or groups to provide Cabarrus County with evidence of comprehensive liability insurance sufficient to protect the County against risk, with a limit of at least \$1 million dollars for each occurrence, which names the County as certificate holder and additional insured, or certificate of insurance acceptable to the County and the County Attorney at least two weeks prior to reservation date. Cabarrus County may also require a waiver of subrogation from the sponsoring organization or group. There will~~

~~be an additional fee of \$35 for all additional equipment that uses water from our facility (dunking booths, waterslide, etc).~~

Reservations include existing park and recreation facilities only. Any additional equipment or activities (i.e. Spacewalks, Dunking Booths, Hot-Air Balloons, ~~Fireworks~~, generators, etc.) must be approved by the Cabarrus County Safety Risk Management Officer at least two (2) weeks prior to reservation date. The equipment must be operated and supervised by the contract vendor at all times. The organization or groups must provide Cabarrus County with evidence of comprehensive liability insurance sufficient to protect the County against risk, with a limit of at least \$1 million dollars for each occurrence and/or \$2 million aggregate policy which names the County as certificate holder and additional insured, including the endorsements page, or certificate of insurance acceptable to the Cabarrus County Safety Risk Management Officer. Cabarrus County may also require a waiver of subrogation from the sponsoring organization or group. Not all Park facilities are able to accommodate additional equipment or activities. These facilities also may not be able to accommodate a power source or water source. There will be an additional fee of \$35 for all additional equipment that uses water and/or power from Active Living and Parks facilities (dunking booths, generators, waterslide, etc). Location of equipment to be determined by and is subject to Park Management approval.



Cabarrus County Active Living and Parks Department 2015 FEES AND CHARGES





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I. FACILITY HOURS AND RESERVATION TIME PERIODS

CABARRUS COUNTY ACTIVE LIVING and PARKS

FLP – Frank Liske Park CSP – Camp T.N. Spencer Park
VVP – Vietnam Veterans Park
CSC – Concord Senior Center MPSC – Mt. Pleasant Senior Center

FEES AND CHARGES

Park Hours

March 1 – March 31 – All Parks

Monday - Sunday 8:00 am - 8:00 pm

April 1 - October 31

FLP - Monday - Sunday 8:00 am - 9:00 pm
VVP - Monday - Sunday 8:00 am - 8:00 pm
CSP - Monday - Sunday 8:00 am - 8:00 pm

Park Reservation Time Periods

March 1 - October 31 – All Parks

Monday - Sunday 8:30 am - 2:00 pm
3:00 pm - 7:30pm

November 1 – February 28

All Parks
Monday – Friday 8:30 am – 4:30 pm

Saturday & Sunday 9:30 am – 4:30 pm

November 1 – February 28

All Parks

Monday – Friday 8:00 am - 5:00 pm
Saturday & Sunday 9:00 am - 5:00 pm

Senior Centers Hours

CSC Monday – Thursday 8:00 am - 9:00 pm
Friday/Session Breaks 8:00 am - 5:00 pm
MPSC Monday - Friday 8:00 am - 5:00 pm

RESERVATION TIME PERIODS FOR THE SENIOR CENTERS

Reservation fees are based on an initial 4-hour period, with an additional cost per hour. The minimum rental fee charged will be for a 4-hour period, even if the rental period is not 4 hours in length. Rental periods include preparation and break down time for renting group (i.e., if renting space for a 2-4pm event, but an hour is needed to decorate and an hour is needed to take down the decorations, the event will be scheduled as 1-5pm).

HOLIDAY CLOSINGS – PARKS

Cabarrus County Parks will be closed under the following holiday schedule:

Thanksgiving	Thanksgiving Day
Christmas	Christmas Eve Christmas Day
New Year's	New Year's Day

HOLIDAY CLOSINGS - SENIOR CENTERS

Cabarrus County Sr. Centers will be closed under the following holiday schedule:

New Year's Day

Martin Luther King

Good Friday

Memorial Day

Fourth of July

Labor Day

Veterans Day

Thanksgiving Day and Friday following

Christmas Eve, Christmas Day, and day after Christmas

Facility Reservation Information

Frank Liske Park

<u>Facility</u>	<u>Description</u>	<u>Rental Fee (1/2 day/all day)</u>	<u>Capacity</u>
Arbor*	Arbor	30.00 / 60.00	35
Shed I	Shed 1	50.00 / 100.00	75
Shed II	Shed II	50.00 / 100.00	100
Lower Level*	LL	50.00 / 100.00	100
Lower Level- Heat	LLH	85.00 / 170.00	100
Upper Level*	ULVL	125.00 / 250.00	125
Homebuilder	HMB	50.00 / 100.00	75
Barnhardt	WOB	80.00 / 160.00	150
Hartsell	ANDY	80.00 / 160.00	150
Philip Morris	PMOR	80.00 / 160.00	150
Wildlife	WLF	30.00 / 60.00	35
Vulcan	VUL	30.00 / 60.00	35
Corning	CRN	30.00 / 60.00	35
Amphitheatre	AMP	100.00 / 200.00	300

(Limited parking available at lake; to book amphitheater surrounding shelters must also be booked.)

Vietnam Veterans Park

<u>Facility</u>	<u>Description</u>	<u>Rental Fee (1/2 day/all day)</u>	<u>Capacity</u>
Hickory Shelter*	Hickory	30.00 / 60.00	50
Magnolia Shelter*	Magnolia	30.00 / 60.00	50
Oak Shelter*	Oak	30.00 / 60.00	50
Dogwood Shelter	Dogwood	60.00 / 120.00	100

*Facilities with an asterisk DO NOT have availability for additional equipment (i.e., spacewalks, dunking booth, generators, etc.). Prior approval for additional equipment must be secured before bringing to a park.

Camp T.N. Spencer Park

<u>Facility</u>	<u>Description</u>	<u>Rental Fee (1/2 day/all day)</u>	<u>Capacity</u>
Helms Hall	Helms	60.00 / 120.00	75
	<u>Capacity is 50 during winter months</u>		
Propst A Building*	Propst A	50.00 / 100.00	75
Propst B Building*	Propst B	50.00 / 100.00	75
Shelter 1*	Shelter 1	30.00 / 60.00	50
Shelter 2	Shelter 2	30.00 / 60.00	50
Tent Sites*	7 Sites	15.00 per night	6/2 tents
Cabins*	6 Cabins	50.00 per night	6
Group Camping*	9 Sites	30.00 per night	35

Pool Birthday Party 50.00 for 4 hrs* 25

Pool Birthday Parties must be approved through Camp TN Spencer Park Manager or Senior Ranger. Reservations must be booked seven (7) days in advance. Only available during standard pool hours excluding Memorial Day, Fourth of July and Labor Day.

Birthday Party area will be available 10am-2pm or 3pm-7pm. Initial Fee of \$50 dollars is for a maximum of 25 people including parents and children entrance to the Pool, exclusive Birthday Party area, seating for 25 people (includes parents), and storage of a cake. Additional parents or children will be charged normal pool admission fees less \$1 dollar per person.

Birthday Food Packages (Only available when renting the Birthday Party Area)

Pizza Package \$2.50 Per Person

Two slices of pizza per person (choose between Pepperoni or Cheese) and a drink per person. Additional pizza can be purchased with prior notification.

Cabin Fees – Requires a 2-day stay for Friday and Saturday Reservations March - October. Maximum of 6 people per cabin.

Tent Sites – Requires a 2-day stay for Friday and Saturday Reservations March - October. Maximum of 2 tents per site – 6 people per site.

Cabin and Tent Site – Punch cards - full payment for 9 stays will permit the bearer of the Punch Card 1 free stay. Each stay is defined as 1 day/night.

Group Camping Site – No minimum Night Reservation - 9 Tent sites available 35 people total. Group camping site is for scout groups, church groups, and other youth groups. Adult supervision is required with a minimum of 1 adult per 7 youth.

There will be a 25% cancellation fee charged for any cabin or tent site (including group camping) cancellation. There will be a 25% change fee charged for a date change for cabins and tent sites (including group camping).

All Parks

Table and Chair Setup Fee for Upper Level of Barn, Helms or Propst Hall \$25.00 if different than options provided. All groups will be charged \$25.00 if facility tables and chairs are not left in same locations at the end of their reservation.

Facilities with an asterisk DO NOT have availability for additional equipment (i.e., spacewalks, dunking booth, generators, etc.). Prior approval for additional equipment must be secured before bringing to a park

Limit of (4) four Explorer Passes per individual per Fiscal Year

Cabarrus County Senior Centers

Reservation fees are based on an initial 4-hour period, with an additional cost per hour. The minimum rental fee charged will be for a 4-hour period, even if the rental period is not 4 hours in length. Rental periods include preparation and break down time for renting group (i.e., if renting space for a 2-4pm event, but an hour is needed to decorate and an hour is needed to take down the decorations, the event will be scheduled as 1-5pm).

Concord Senior Center			Fee Schedule				
Space	Size (approx.)	Capacity	Tables	Chairs	Rental Fee		Description
					4 Hour Minimum	Additional Hours	
Multipurpose	90'X40'	280 (220 seated at tables)	30	280	\$350	\$100	Vinyl floor
Multipurpose #1	33'X40'	100 (80 seated at tables)	11	100	\$175	\$75	Vinyl floor
Multipurpose #2	24'X40'	80 (60 seated at tables)	8	80	\$175	\$75	Vinyl floor
Multipurpose #3	33'X40'	100 (80 seated at tables)	11	100	\$175	\$75	Vinyl floor
Conference Room	40'X20'	60 (40 seated at tables)	10	60	\$125	\$45	Carpet
Conference Room #1	20'X20'	30 (20 seated at tables)	4	32	\$75	\$30	Carpet
Conference Room #2	20'X20'	30 (20 seated at tables)	5	40	\$75	\$30	Carpet
Classroom #1	20'X21'	TBD	4	30	\$75	\$30	Vinyl floor
Classroom #2	20'X21'	TBD	4	30	\$75	\$30	Vinyl floor
Classroom #3 & 4	47'X17'	TBD	12	75	\$150	\$40	Vinyl floor
Classroom #3A	25'X17'	TBD	4	30	\$75	\$30	Vinyl floor
Classroom #3B	25'X17'	TBD	4	30	\$75	\$30	Vinyl floor
Lab	19'X20'	TBD	4	30	\$75	\$30	Vinyl floor
Picnic Shelter	30'X60'	150	16	NA	No Charge (All other fees apply)	No Charge (All other fees apply)	Covered with concrete floor, picnic tables & 2 grills
MT. PLEASANT SENIOR CENTER			FEE SCHEDULE				
Space	Size (approx.)	Capacity	Tables	Chairs	Rental Fee		Description
					4 Hour Minimum	Additional Hours	
Multipurpose	24'x76'	100 (84 seated at tables)	12	100	\$150	\$65	Vinyl floor
Classroom	28'x22'	30 (24 seated at tables)	4	30	\$70	\$30	Wood floor
Both Rooms		130 (108 seated at tables)	16	130	\$200	\$75	Full rental of the Mt. Pleasant Senior Center

XI. FEES & CHARGES OTHER FACILITY USE

CABARRUS COUNTY SENIOR CENTERS

Miscellaneous Equipment Rentals

Corn Hole	2 boards, 8 beanbags and one carrying bag	No Charge
Horseshoes	1 set (4 horseshoes)	No Charge
Bocce	1 set of Bocce Balls in carrying bag	No Charge
Disc Golf	1 set of 3 discs in carrying bag	No Charge
Shuffleboard	2 cues, 8 discs and disc carrier	No Charge
Shot Put	1	No Charge
Discus	1	No Charge

FACILITY

FEES AND CHARGES

Frank Liske Park

Softball Fields	10.00 per hour per field
Softball Fields W/Lights	15.00 per hour per field
Softball Field Lining	25.00 per field

Disc Golf Tournament (Non County/Cosponsored Group)

\$50.00 first 3 hours

\$25.00 each additional hour, maximum of 6 hours per day

PADDLEBOATS/MINI GOLF

Paddleboats	April - October	2.00 per 1/2 hour
Kayaks & Canoes	April – October	3.00 per ½ hour 5.00 per hour
Miniature Golf	April – October	2.00 per game 8.00 all day pass

5 and Under

Plays one free game with the purchase of 1 Paid Game

Rides one free time with the purchase of 1 Paid Ride.

Operations for both recreation facilities are 12:00 noon – 7:00 pm.

Group Birthday Parties

Group birthday parties may be booked at Frank Liske Park for mini golf. Reservations must be booked seven (7) days in advance. Available April 1 – October 31.

Option # 1 (Minimum of 10 people): \$5.00 per person

- Choice of 1 game of Miniature Golf, 1 paddleboat ride, or 30 minute Nature/Wildlife Program (Entire group must do same activity)
- Choice of Hot Dog or Corn Dog
- Choice of Bag of Chips/Pretzels
- Choice of Soft Drink, Water, or Fruit Juice

Option #2 (Minimum of 10 people): \$7.00 per person

- 1 game of Miniature Golf, 1 paddleboat ride, or 30 minute Nature/Wildlife Program (Entire group must do same activity)
- Choice of Hot Dog or Corn Dog
- Bag of Chips/Pretzels
- Choice of Soft Drink, Water, or Fruit Juice

Road Race and Fundraiser Walks/Events

See Attached Road Race/Walk Events Application

THE FOLLOWING RENTAL PROCEDURES APPLY ONLY DURING HOURS THESE FACILITIES ARE NOT OPEN TO THE PUBLIC AND REQUIRES A SEVEN (7) DAY NOTICE

EXCLUSIVE USE

Paddleboats \$100.00 first two hours \$25.00 each additional hour
Miniature Golf \$50.00 first hour \$25.00 each additional hour

- Available Monday – Friday 9:00 am – 5:00 pm or Saturday & Sunday 9:00 am – 12:00 noon
- Exclusive Use must be completed by 5:00 pm Monday – Friday and 12:00 noon Saturday and Sunday.

2 hour minimum rental required – venues may be combined to reach 2 hour minimum.

Miscellaneous Equipment Rentals

Corn Hole	2 boards and 8 bags	\$5.00*
Fishing	Fishing Reels (open or closed reels)	No Charge
Horseshoes	1 set (2 red, 2 blue)	No Charge
Volleyball	1 volleyball	No Charge
Frisbee	1 Frisbee	No Charge
Disc Golf	1 set of discs	\$5.00 per day
Basketball	1 Basketball	No Charge

* Price is per reservation time period. (Ref. Reservation Time Periods Above)

Equipment must be checked out from Park Staff with a valid Drivers License. Park staff is responsible for filling out equipment check out form.

FISHING PERMITS

Fishing Permits	1.00 per day per park
	20.00 per year to fish one park
	<u>30.00 per year for both FLP and CSP</u>

(All North Carolina Wildlife Regulations apply)

FRANK LISKE PARK SOCCER COMPLEX

Soccer Field (2 hour minimum use)	25.00 per hour
Soccer Field Light Charge (Lights Paid to Third Party)	10.00 per hour
Soccer Field Lining Preparation	50.00 per field
Soccer Field Per Day Charge	175.00 per field
Meeting Room	15.00 per hour
Meeting Room All Day	100.00 all day

NOTE: If the soccer complex is closed for any reason prior to the commencement of the event, the lessee's fee will be refunded. All soccer complex rentals are subject to Park Management approval.

CAMP T.N. SPENCER POOL

DAILY ADMISSION

Adults	(Ages 14-65)	\$ 5.00
Children	(Ages 6-13)	3.00
Children 5 & Under		Free w/Paid Adult Admission
65 & Over		2.00
Childcare Organizations		1.00

Note: Childcare organizations are defined as any summer, afterschool, and childrens' camps, (excluding the Cabarrus County Boys and Girls Club). All children entering pool area must pay a fee regardless of age. Counselors will be admitted free with all organizations.

XIII. CAMPING RULES POLICY

Reservations are required and can be made by calling 704-920-3484 Monday thru Friday between the hours of 8 am and 5 pm or anytime at www.cabarruscounty.us/reservepartner . Minimum 2-night reservation is required on Friday and/or Saturday, March - October. Fourteen (14) days maximum continuous stay. Active Living and Parks Department will require a seven (7) day break for same patron/family after a fourteen (14) day continuous stay.

Registration: adults (21 years of age or older) must register and occupy site. Children under 18 years of age must not be left alone and must have adult supervision at all times. Guests are required to check in and out with the Park Ranger.

Parking: after registering, vehicles may be driven to site to unload and again to load when departing (20 minute limit). At all other times vehicles must be parked in the paved parking areas. If a handicap parking pass is presented at the time of booking, you will be permitted to leave your vehicle in the designated area for Cabins 1, 2, 3 and 4 only; however, you will not be permitted to drive your vehicle to and from the bath house or on trails throughout the park.

Camping is allowed in designated areas by permit only.

Alcoholic Beverages Are Prohibited (Cabarrus County Ordinance Section 50-4)

Smoking and usage of Tobacco products are Prohibited (Cabarrus County Ordinance Section 50-1)

Pets must be restrained on a leash of six feet or less at all times. **Pets are not allowed inside the cabins or bath house at any time. Pets may not remain in the Park overnight. This is to included cabins, tent sites, vehicles, or kennels.**

Check in time is 3:00 pm. **Check out time** is 11:00 am. Please check in and out with the Park Ranger.

Enforcement: failure to abide by the regulations and ordinances governing Cabarrus County Active Living and Parks will subject offender to temporary or permanent expulsion from the park and/ or criminal prosecution. In the event of permit revocation, all monies paid shall be forfeited by the offender and retained by the park. All North Carolina Motor Vehicle and traffic laws apply at any Park or parking lot operated by the Active Living and Parks Department.

TENT SITES Each of the tent sites includes a picnic table, grill, fire circle, and trash can. A restroom/shower building is centrally located and also includes an outside utility sink. A maximum of two tents and 6 people is allowed at each tent site.

CABINS Each cabin includes one double bed, one set of bunk beds, a day bed, chest of drawers, dining table with chairs, and a small refrigerator. Each cabin also has heat and air conditioning. No bed linens or dishes are provided. Any damaged or broken items (pictures, lamps, etc.) will be replaced at cost by renter of the facility. Picnic table, charcoal grill and fire circle are provided outside each cabin.

Furniture may not be removed from the cabins.

Please remove all trash and clean cabin before checking out.

Camping tents are not permitted on cabin sites. Dining canopies are allowed.

GROUP CAMPING

Group Camping site includes a fire pit, picnic table, grill, trash can, recycling can and (9) nine tent sites with a maximum of 35 people allowed.

To qualify to stay in the Group Camping area certification and/or documentation must be provided meeting one of the following criteria: Boy Scouts of America, Girl Scouts of America, or other organized youth group.

Groups must provide documentation to meet criteria for Group Camping area use. Examples of qualifying documentation are as follows but not limited to: charters, letters on official letterhead from the group organizer, youth leader, or a 501 (c) 3 non-profit organization.

Counselor to camper ratio must be at least one (1) counselor per seven (7) youth. Counselors are considered anyone over 21 years of age and supervising the camp outing.

Group Camping excludes family functions and will not require a two-day stay on Friday and Saturday.

This area cannot be divided in to multiple reservations.

Tents must be set up within designated tent site areas.

XIV. Ballfield Rental Policy

See Attached Field Tournament Complex General Information and Tournament Contract

XV. PROGRAM FEES AND CHARGES

<u>ACTIVITY</u>	<u>COST PER PARTICIPANT</u>
CAMP SERIES	
Day Camp	95.00 - 125.00 per week
Camp Series (15-18 hrs.)	35.00 - 70.00
Specialty Camp (18 hrs.)	75.00 - 95.00
Nature & Wildlife Programs	Free - 50.00
Athletic Classes	40.00
Tennis Tournaments	20.00
Disc Golf League	4.00 – 10.00 per round
Disc Golf Tournaments	10.00 – 30.00

<u>Activity</u>	<u>Cost Per Team</u>
Adult Softball League – 10 game season	\$400.00
Adult Kickball League – 10 game season	\$200.00

NOTE: Refunds will not be permitted after the league schedule has been completed.

Add \$50.00 to registration fees if paid during late registration period
 (as specified in league guidelines)
 Specific League Guidelines take precedence over the Fee and Charge Policy

ADULT ATHLETICS

All additional adult athletics programs/leagues will be offered at a cost to cover 100% of the direct costs. These costs will be confirmed by Department Director prior to offering such programs.

SCHOOL FIELD TRIPS

Fees will be changed to new fees on July 1 to follow school calendar.

Prices Effective July 1, 2014 – June 30, 2015

Groups of 1-25	Less than 2 hours	\$2.00 per student
Groups of 26 +	1 or more hours	\$3.00 per student

<u>ACTIVITY</u>	(PRE-REGISTRATION)	(RACE DAY REGISTRATION)
ROAD RACES		
Individual Registration	20.00	23.00
Individual Fun Run/Walk Registration	8.00	10.00
Team/Group 5K Registration	15.00	N/A
(Minimum of Five (5) Members)		
Family Registration	60.00	70.00

Senior Centers Classes/Workshops

Participant

Sunset Outlook annual subscription (for direct mailing)	5.00
Craft Classes	5.00-15.00
Special Events	5.00-20.00
Duplicate Bridge	5.00
Lunch & Learn	5.00
Dance	5.00
Dinner Dance	10.00-20.00
Computer Classes/Workshops	5.00 per hour
Jewelry Class	3.00 per hour
Sign Language Class	5.00 per hour
Walking Program	1.00 per week
Tournaments	1.00 & Up
Gardening Club	5.00
Fitness Classes	9.00 (3 hr/wk class)
Fitness Classes	6.00 (2 hr/wk class)
Fitness Classes	3.00 (1 hr/wk class)
Fitness Classes	1.50 (.5 hr/wk class)
Senior Games	
Registration (early bird/late)	15.00/20.00
Registration (bridge or arts Showcases only; early bird/late)	8.00/13.00
Dinner Dance (open only to current participants)	15.00
T-shirt	12.00
SilverArts Follies (adult/child 12 & under)	5.00/3.00
Luncheon	3.00
Ice Cream Social	2.00
League play	8.00-10.00
Tournaments	5.00 & Up

NOTE: All activity fees are based on direct costs. Supplies may be additional. These fees are subject to change based on actual costs, rentals, increase in participants, unforeseen circumstances, etc., during the fiscal year.

Special promotions and/or discounts may be offered at various times throughout the year as approved by management.

Revised 05/03/03
Revised 02/02/04
Revised 02/08/05
Revised 02/20/06
Revised 02/08/07
Revised 02/18/08
Revised 02/03/09
Revised 01/19/10
Revised 11/22/11
Revised 11/15/12
Revised 11/18/13
Revised 11/20/14

Cabarrus County Active Living and Parks Department
Proposed Changes to 2015 Fees & Charges Summary

1. Page 5 - Fee increase

	(1/2 day / full day)
Arbor Shelter	25 0.00 / 50 0.00
Wildlife Shelter	25 0.00 / 50 0.00
Vulcan shelter	25 0.00 / 50 0.00

2. Page – Added verbiage

There will be a 25 cancellation fee charged for any cabin or tent site (including group campin) cancellation. There will be a 25 change fee charged for a date change for cabins and tent sites (including group campin).

3. Page 7 - Cabarrus County Senior Centers Fee Schedule

Due to expansion changed name of Library, Library 1, and Library 2 to Conference Room , Conference Room 1, and Conference Room 2

4. Page – Added Disc Golf tournament fee and Clarification of 5 and Under fee

Disc Golf Tournament (Non County/Cosponsored Group)

50.00 first three hours

25.00 each additional hour, maximum of hours per day

~~5 and Under Free with 1 Paid Person for both paddleboats and miniature golf~~

5 and Under

Plays one free game with the purchase of 1 Paid Game

Rides one free time with the purchase of 1 Paid Ride

5. Page 9 – Group Birthday Parties – Added verbiage in red

Option # 1 (Minimum of 10 people): 5.00 per person

- Choice of 1 game of Miniature Golf, 1 paddleboat ride, or 0 minute Nature/Wildlife Program (Entire group must do same activity)
- Choice of Hot Dog or Corn Dog
- Choice of Bag of Chips/Pretzels
- Choice of Soft Drink, Water, or Fruit Juice

Option #2 (Minimum of 10 people): 7.00 per person

~~All you Can Play Miniature Golf (day of event only) or 0 minute Nature/Wildlife Program~~

- 1 game of Miniature Golf, 1 paddleboat ride, or 0 minute Nature/Wildlife Program (Entire group must do same activity)
- Choice of Hot Dog or Corn Dog
- Bag of Chips/Pretzels

- Choice of Soft Drink, Water, or Fruit Juice

• Page 9 – Exclusive Use Clarified times and options

~~Paddleboats 50.00 per hour 2 hour ini u~~

~~Miniature Golf 50.00 per hour 2 hour ini u~~

~~Available Monday – Friday 10:00 a – 5:00 p or Saturday – Sunday 9:00 a – 12 noon~~

~~Exclusive Use must be completed by 12:00 noon on Saturday and Sunday.~~

Paddleboats 100.00 first two hours 25.00 each additional hour

Miniature Golf 50.00 first hour 25.00 each additional hour

- Available Monday – Friday 9:00 a – 5:00 p or Saturday – Sunday 9:00 a – 12 noon
- Exclusive Use must be completed by 5:00 p Monday – Friday and 12:00 noon Saturday and Sunday.

2 hour ini u rental required – venues may be combined to reach 2 hour ini u .

7. Page 10 – Added Disc rental fee for Disc Golf

Disc Golf 1 set of discs 5.00 per day

• Page 1 – Added Disc Golf League Tournament, and Kickball League Fees and changed Softball League fees and changed School Field Trip Fees

Disc Golf League 4.00 – 10.00 per round

Disc Golf Tournaments 10.00 – 0.00

~~ACTIVITY COST PER TEAM~~

~~ADULT SOFTBALL LEAGUE~~

~~Fall – 2 games per week 550.00~~

~~Fall – 1 game per week 400.00~~

~~Spring – 2 games per week 50.00~~

~~Spring – 1 game per week 400.00~~

Activity Cost Per Tea

Adult Softball League – 10 game season 400.00

Adult Kickball League – 10 game season 200.00

FIELD TRIPS

~~These fees will be changed July 1, 2014 and remain in effect until December 1, 2015 due to school year.~~

~~Prices Effective July 1, 2014 – June 30, 2014~~

~~Groups with 1-25 students with pro-rata rates lasting under 2 hours: 1.00 per student, Adults free~~

~~Groups with 26+ students with pro-rata rates of any length: 2.00 per student, Adults free~~

~~Prices Effective July 1, 2014 – December 1, 2015~~

~~1-25 students with pro-rata rates lasting under 2 hours: 2.00 per student, Adults free~~

~~26+ students with pro-rata rates of any length: 3.00 per student, Adults free~~

SCHOOL FIELD TRIPS

Fees will be changed to new fees on July 1 to follow school calendar.

Prices Effective July 1, 2014 – June 30, 2015

Groups of 1-25	Less than 2 hours	2.00 per student
Groups of 26 +	1 or more hours	3.00 per student

9. Page 14 – Deleted Individual Cross Country Road Race Fee

~~Individual Cross Country 12.00 15.00~~

10. The North Cabarrus Park name has been changed to Vietnam Veterans Park throughout the document.

Cabarrus County Active Living and Parks 2015 Softball Tournament Reservation Form Proposed Changes Summary

Page 1

Replace: Tournament organizers will receive priority for the same weekend the following year **IF** the tournament was held. Tournaments that were cancelled or did not make will go back into the "OPEN WEEKENDS" and be available for requests by all organizations.

The deadline to submit requests (see attached for - Tournament Requests) to the CCALP is the first Friday of December by 5:00 p.m. Once the requests are received, the Park Program Manager will review the requests and send confirmations to each requesting organization with the approval / denied dates by mid-January.

Park Program Manager has full authority on all tournament dates to deny or approve.

With: Every effort will be made to give tournament organizers the same weekend the following year; however due to the change in the number of weekends per month from year to year the weekends may vary. There are no guarantees the same weekends will be allocated.

EXAMPLE: May 2014 may have 4 weekends and in 2015 it may have 5 weekends. Other factors that park staff will consider is the availability of park venues for other special events that may be taking place on weekends.

Any tournaments that were cancelled and not scheduled from the previous year will have those weekends to go back into the "OPEN/AVAILABLE" slots for consideration by all tournament organizers.

Replace under Requested Dates: Organizations with successful tournaments from previous years will be given the first choice to the same weekend the following year

With: Park special event and use of venues will be given first priority

- Organizations with successful tournaments from previous years will be given the second priority

Page 2 & 3

Add: Lights closing time for lights

Lights are included in the tournament rental fees. Lights are scheduled to come on 15 minutes prior to sunset and go off at park closing each night at 10:00 p.m. If park is opened early, lights will be scheduled to come on and remain on until sunrise.

Add under Miscellaneous: A list of specific tournament guidelines will be provided to the tournament organizer at the time of tournament payment on the Wednesday prior to each tournament.

Items such as generators, fans, heaters, etc. that require the use of electricity are not allowed for use at the softball complex without prior approval from Park Management and Certificate of Liability Insurance. Tournament or organizer and/or the onsite tournament director is responsible for notifying teams, players, coaches, and spectators that these items must be removed immediately. Tournament host is able to add generators to their Certificate of Insurance. presented 2 weeks in advance.

If no Certificate of Insurance coverage for generators, fans, heaters, or other devices and Park Staff observes any use of the above mentioned items the following will occur: Tournament or organizer and/or the onsite tournament director is responsible for notifying teams, players, coaches, and spectators that these items must be removed immediately.

If Park Staff witnesses any use of the above mentioned items they will:

Page 5

Add new fee in red: Tournament Rental Fee:

4 Fields 500.00 (Friday 5:00 p – Sunday 9:00 p) plus 100 for each additional day.



Cabarrus County Active Living & Parks Dept. Frank Liske Park Cross Country / Road Race / Walk Application

Please fill out an application for each date that you are requesting.

Requesting Organization: _____

Contact Person: _____

Cell Phone: _____

Email: _____

Alternate Contact Person: _____

Cell Phone: _____

Email: _____

Date Requesting: 1st Choice _____ 2nd Choice _____ 3rd Choice _____

Starting Time: _____ Ending Time: _____

of Participants Expected: _____

Facility Rentals

Based on the size of the event and the number of participants expected, you will be required to rent 1 or more facilities through the GovPartner reservation system to accommodate your expected attendance. The rental times are a – 2 p.m. or p.m. – 7: 0 p.m.

Facility	Capacity	Facility	Capacity	Facility	Capacity
Shed 1	100	Upper Level	125	Phillip Morris	150
Shed 2	100	Barnhardt	150	Vulcan	5
Arbor	5	Hartsell	150	Wildlife	5
Lower Level	100	Homebuilders	75		

Course Painting/Signage/Aid Station - 100.00

Includes course being painted by park staff to mark start/finish line and turns on course 2 tables (1 per station) and 2 coolers per station with ice and water (cups not provided)

FOR PARK USE ONLY

Date Submitted: _____ Date Approved: _____

Park Staff Signature: _____

Cabarrus County Active Living and Parks 2015 Cross Country/Road Race/ Walk Proposed Changes Summary

Page 1

Replace: Facility Rentals

Based on the size of the event and the number of participants expected, you will be required to rent facilities listed below that would be able to hold that number. The rental times are a – 2 p or p – 7: 0 p .

Option 1:	5.00	Over 400	Shed 1 2, Lower Level, Upper Level, Arbor, Barnhardt, Hartsell
Option 2:	270.00	00-400	Shed 1 2, Lower Level, Upper Level, Arbor
Option 3:	120.00	Up to 100	Barnhardt AND Hartsell
Option 4:	240.00	Up to 100	Philip Morris, Vulcan, Wildlife, Homebuilders
Option 5:	200.00	Up to 200	Philip Morris, Vulcan, Wildlife
Option 6:	0.00	Up to 150	Barnhardt OR Hartsell OR Philip Morris,
Option 7:	0.00	Up to 150	Any 2 of the following : Shed 1, Lower Level, Shed 2

Course Options

Based on your location of facility rentals you will be limited to use the course associated with that area. See attached layouts. Courses may consist of a combination of trails and grass, all trails, and include out and back and loop routes.

- Option 1: Course will consist of park trails and grass and can be an out and back or loop.
- Option 2: Course will consist of park trails and grass and can be an out and back or loop.
- Option 3: Your choice of (1) grass and trails, (2) all trails and choice of out and back or loop.
- Option 4: Your choice of (1) grass and trails, (2) all trails and choice of out and back or loop.

With: Based on the size of the event and the number of participants expected, you will be required to rent 1 or more facilities through the GovPartner reservation system to accommodate your expected attendance. The rental times are a – 2 p or p – 7: 0 p .

<u>Facility</u>	<u>Capacity</u>	<u>Facility</u>	<u>Capacity</u>	<u>Facility</u>	<u>Capacity</u>
Shed 1	100	Upper Level	125	Phillip Morris	150
Shed 2	100	Barnhardt	150	Vulcan	5
Arbor	5	Hartsell	150	Wildlife	5
Lower Level	100	Homebuilders	75		

Course Painting/Signage/Aid Station - 100.00

Includes course being painted by park staff to mark start/finish line and turns on course, 2 tables (1 per station) and 2 coolers per station with ice and water (cups not provided)

FOR PARK USE ONLY

Date Submitted: _____ Date Approved: _____

Park Staff Signature: _____

Delete Entire Second Page



~~Cabarrus County Active Living & Parks Dept.
Frank Liske Park
Cross Country / Road Race / Walk Application
Fee Schedule~~

~~For Office Use Only~~

~~Required Fees~~

~~A. Facility Rental Option _____
B. Race Fee _____ 150.00~~

~~Optional Fees~~

~~C. Course Painting _____ 100.00 (optional)
D. Course Signage _____ 100.00 (optional)
E. Aid Station (4 coolers with ice) _____ 25.00 (optional)
F. Finish Line Chute Flags _____ 50.00 (optional)
G. 4 Tables _____ 25.00 (optional)~~

~~Total Due _____ Total Paid _____~~



Cabarrus County Active Living & Parks Department Softball Complex Tournament General Information

General Information

The Cabarrus County Active Living & Parks Department (CCALP) receives tournament requests from organizations that have previously contracted with us during the past several years. Organizations looking to hold tournaments and fundraisers in the upcoming season.

All tournament requests must be submitted and meet the deadlines to be considered.

Every effort will be made to give tournaments the following year; however due to change in the number of weekends per month, weekends may vary. They are no guarantee the same weekends will be allocated.

EXAMPLE: May 2014 may have 4 weekends and in 2015 it may have 3 weekends. Factors that park staff consider is the availability of park venues for other events that may be taking place on weekends.

Any tournaments that were cancelled and not held previously will have those weekends to be considered for consideration by all tournament organizers.

The deadline to submit requests (see attached Request Form) to the CCALP is the first Friday by 5:00 pm. Once the requests are received, the Park will review the requests and send confirmation to each requesting organization with the dates by mid-January. Park Program Manager has full authority to deny or approve.

Once the confirmations are mailed to the organization, the organization has 10 days to send the following information to secure the dates:

1. Security Deposit of \$250.00
2. \$75.00 for each tournament date confirmed (non-refundable)
3. Tournament Request Form

Any date that is sent back and not available to all organizations on a first-come first served basis.

Security Deposits are used to cover damages prior to tournament. If money is removed from security deposit then the balance to equal \$250.00 must be returned. Additional tournaments can be held.

The softball tournament application and fees must be paid to park management by 5:00 pm on Wednesday prior to each tournament. Failure to pay by this deadline will result in the application being rejected.

Requested Dates will be Assigned based on the following

- x Tournaments are assigned on a yearly basis
- x Park special event and use of venues will be given first priority
- x Organizations with successful tournaments from previous years will be given the second priority
- x Priority is given to world, national, and state level tournaments and invitational tournaments
- x Park Management has final authority to issue dates based on availability of fields, past tournaments, organizations, and use of fields for new organizations



Cabarrus County Active Living & Pa Softball Complex Tournament Regulations

Field Rental Times

All tournament games, activity must take place during normal park hours are:
9 am to 8 pm (March & November)
8 am to 9 pm (April & October)

Any activity (field preparation, gate setup, equipment rental) or stay inside the park before the normal park hours will require the tournament to pay the Early Opening and/or Late Closing fees are:

\$100.00 Flat Fee for Early Opening and/or Closing per
\$25.00 Per Staff Per Hour (as determined by Park Manager)

All early open and late closing times will be in between 6:00 am and no later than 11:00 pm

Parking

Tournament organizers will assist with parking by notifying when special parking is needed at the weekend. Only approved vehicles are allowed to be parked at the gate. Vehicles with campers, and motor homes must use the parking lot for

Vendors

Vendors who are part of the tournament who sell items, services, etc must present their City ID 2 weeks prior to each event. This is subject to Cabarrus County Park Management approval. For information call 704-920-2701.

Concessions

Concessions are operated through a third party agreement. Tournament organizer is allowed to sell concessions during the tournament. Concessions are required during the entire tournament. If the stand closes prior to the end of the tournament, Park Management immediately.

Lights

Lights are included in the tournament rental fee. Lights come on 15 minutes prior to sunset and at park closing each night. If park is opened early, lights will be scheduled to come on until sunrise.

Miscellaneous

Tournament organizers are responsible for ground cleanup, and bleacher area trash. Tournament organizers are responsible for the press box after each day's use. Park staff will empty all trash cans and open the doors. Park staff will clean and service all restroom facilities. Park ranger staff will meet with tournament organizers each morning and at the end of the tournament to ensure that area is cleaned.

A list of specific tournament guidelines will be provided to tournament organizer at the time of the tournament on the Wednesday prior to each tournament.

Pop-up tents must be secured into the ground at all times.

Pop-up tents are not allowed to block access to the restrooms, or access road.

Items such as generators, fans, heaters, etc. that require electricity are not allowed for use at the complex without prior approval from Park Management and Licentia. Reservations must be made 2 weeks in advance.

Tournament organizer and/or the on site tournament director is responsible for notifying teams, and spectators that these items must be removed immediately.

If Park Staff witnesses any use of the above mentioned item

1st Offense: Ask on-site tournament director individual or group to refrain from use of

2nd Offense: Ask the individual or group to refrain from

3rd Offense: Inform the on-site tournament director that reservation is being asked to violation of the Park Policies

The park is a tobacco free and alcohol free facility. Tournament organizers are asked to inform all teams, coaches, spectators, etc. that the park is tobacco and alcohol free. Tournament organizer and/or on-site director is responsible for making sure your tournament follows this policy.

If Park Staff witnesses any use of tobacco products they will

1st Offense: Ask the tournament director individual or group to refrain from use

2nd Offense: Issue a park citation to the individual or group

If Park Staff witnesses any alcohol within the sub premises of a dugout, common area, bleachers, etc. the Sheriff's Department will be notified and the tournament will be cancelled immediately.

Field Preparation

The tournament rental agreement begins at 5:00 pm on Thursday closing on Sunday. Any additional for field preparation, fence setup, etc. separately booked with the county will complete preparation by 5:00 pm on Friday prior to each tournament.

Field Supplies

The use of field supplies is available to tournament organizers. Please check on the tournament if you want these items.

Items available are: field drag, 4 bags of field rake, pelin marker

Only small utility type vehicles are allowed on the field (Gator, Kubota, etc.)

No cars or trucks allowed for dragging of the infield.

Cancellations

A tournament that is cancelled after 5:00 (prior to Wednesday) will face the following

First Cancellation: \$100.00

Second Cancellation: \$100.00

Third Cancellation: \$100.00 and removal of items from schedule

If the park staff determines that field and the wet field tournament is cancelled prior to Friday, then all tournament fees will be refunded to the tournament organizer or applied to their next tournament.

Once a tournament begins, there are no refunds if the tournament is shortened, cancelled or prohibited from finishing from the tournament organizer

Weather delays for lightning and other severe weather by the park ranger on duty. If necessary, the park ranger has the authority to notify tournament organizers of approaching and appropriate action to be taken to remove spectators from the complex.

Lightning delays are 30 minutes from the previous Park ranger will notify the tournament organizer when it is clear to return to the facility.

If the tournament is cancelled due to weather the following format will be used to determine amount of refund:

- 1st Day of 2 Day Tournament Prior to 3:00pm: 100% Fees To
- 1st Day of 2 Day Tournament after 3:00 pm: 50% Fees To
- 1st Day of 1 Day Tournament Prior to 3:00pm: 50% Fees To
- 1st Day of 1 Day Tournament after 3:00 pm: No Refunds



Cabarrus County Active Living & Pa Softball Complex Tournament Reservation Form

This form & tournament payment must be submitted to Park Management by 5:00 pm on Wednesday prior to tournament.

Name of Organization: _____
 Tournament Director: _____
 Cell Phone: _____
 Email Address: _____
 Alternate Contact: _____
 Cell Phone: _____
 Email Address: _____
 Tournament Name: _____
 Tournament Type _____
 (Inv., reg., state, national, World)

Tournament Date: _____
 On Site Director: _____ Phone: _____

Time of First Scheduled Game: Friday: Saturday: _____ Sunday: _____
 Time of Last Scheduled Game: Friday: Saturday: _____ Sunday: _____
 Game Schedule Attached: Yes No # of Team in Tournament: _____ ps: Age Group
 # of Fields Requested: Circle all that apply: F2 F3 F4
 Base Distance (circle) 60 65 other _____ (Specify)
 Pitching Distance (circle) 35 40 43 other _____ (Specify)

I hereby certify that I am the authorized representative of the tournament organization, that I have received and read the rules and regulations governing the use of the facilities and that our organization will comply with the regulations, policies, and rules of the Cabarrus County Active Living Department and Prom and against any and all damages, expenses and liabilities caused by any accident or other occurrence in any or property damage or damage to any person or property arising from or out of the use or occupancy of the facilities. The undersigned applicant hereby agrees to indemnify and save harmless the Cabarrus County Active Living Department and Prom and against any and all damages, expenses and liabilities caused by any accident or other occurrence in any or property damage or damage to any person or property arising from or out of the use or occupancy of the facilities. This facility agreement is issued to the tournament director for this tournament and during the duration of this event. The post tournament checklist must be completed by the tournament director and park ranger and returned to the park manager at the end of each day. Failure to leave facilities clean and free of trash will result in the security deposit being forfeited.

Signed _____ Date _____
 Tournament Director

Signed _____ Date _____
 Park Staff

For office use only:	
Tournament Rental:	_____ \$500.00
Additional Day:	_____ <u>00</u> \$100.
Gate Fee:	_____ \$150.00
Field Supplies:	_____ \$75.00
Open Early / Close Late: Open _____ Close _____	\$100.00 (1 day)
Open Early / Close Late: Open _____ Close _____	\$200.00 (2 days)
E } X } (, } _____ @25.00 _____ [o ^ ((W	
Total Amount Due:	_____
Receipt # _____	(Check One) Check <u>Credit Card</u>
Amount Paid _____	Date Paid _____

Attachment number 8



Cabarrus County Active Living & Parks
Softball Complex
Post Tournament Checklist

(To be completed by Tournament Director and Park Ranger after completion of tournament)

Bases F1____ F2____ F3____ F4____ Damage: Yes
Check if bases are on fields and in working condition. If bases are missing note which bases are missing and which fields.

Pitching Plates F1____ F2____ F3____ F4____ Damage: Yes
Check if pitching plates on each field in working condition. If any are missing note which are missing and which fields.

Home Plates F1____ F2____ F3____ F4____ Damage: Yes
Check if home plates are on each field in working condition. If any are missing note which are missing and which fields.

Ground Trash F1____ F2____ F3____ F4____ Cleaned: Yes
Check trash in dugouts and on grounds and be disposed of into proper trash bags or containers.

Bleacher Areas F1____ F2____ F3____ F4____ Cleaned: Yes
All trash should be removed prior from bleachers proper trash bags or trash containers.

Walkway Areas Cleaned: Yes
Trash, tables, chairs, tournament signs, removed. should be of tournament.

Press Box Free of Trash _____ Trash Can Emptied _____
Windows Locked _____ Blinds Down _____
Floor Cleaned _____ Doors Locked _____

Failure to return fields, dugouts, trash box in proper working condition, and free of debris without any damages could result in loss of security.

Tournament Director

Date

Park Ranger/Management

Date



CABARRUS COUNTY

BOARD OF COMMISSIONERS WORK SESSION

DECEMBER 1, 2014
6:15 P.M.

AGENDA CATEGORY:

Discussion Items for Action at December 15, 2014 Meeting

SUBJECT:

Finance - Resolution Relating to Refinancing of Prior Certificates of Participation (COPS) of Schools and Public Improvements

BRIEF SUMMARY:

The County's underwriters, Piper Jaffray & Co. has advised, given appropriate market conditions, to refund all or a portion of Certificates of Participation Series 2007, 2008A, 2008C and 2009 in order to realize long-term debt payment savings. Should market conditions not provide the required savings levels established by the Local Government Commission, the County will not refinance the debt.

REQUESTED ACTION:

Motion to suspend the rules of procedure.

Motion to approve the Resolution Relating to Refinancing of Prior Certificates of Participation in an aggregate principal amount up to \$211,615,000 and to schedule a public hearing for January 20, 2015 at 6:30 p.m. or as soon thereafter as persons may be heard.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Pamela Dubois, Deputy County Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

- [Refinancing Resolution](#)
-

**EXTRACT FROM MINUTES OF BOARD OF COMMISSIONERS OF THE
COUNTY OF CABARRUS, NORTH CAROLINA**

The Board of Commissioners for the County of Cabarrus, North Carolina, met in regular session in the Commissioners' Meeting Room in the Cabarrus County Governmental Center in Concord, North Carolina, the regular place of meeting, at 6:30 p.m., on December 15, 2014, with _____, Chairman, presiding. The following Commissioners were:

PRESENT: Chairman _____; Vice Chairman _____ and Commissioners [Diane R. Honeycutt, Stephen M. Morris, Elizabeth F. Poole, Grace M. Mynatt and Lynn W. Shue].

ABSENT: [None.]

ALSO PRESENT: Michael K. Downs, County Manager; Pamela S. Dubois, Deputy County Manager; Richard M. Koch, Esq., County Attorney; and Megan I.E. Smit, Clerk to the Board.

* * * * *

RESOLUTION RELATING TO REFINANCING OF PRIOR
INSTALLMENT FINANCING CONTRACT FINANCINGS OF VARIOUS
PUBLIC PROJECTS IN AN AGGREGATE PRINCIPAL AMOUNT UP TO
\$211,615,000; THE EXECUTION AND DELIVERY BY THE CABARRUS
COUNTY DEVELOPMENT CORPORATION OF ONE OR MORE SERIES
OF LIMITED OBLIGATION BONDS AND/OR CERTIFICATES OF
PARTICIPATION RELATED THERETO AND CALLING REQUIRED
PUBLIC HEARING

WHEREAS, the Board of Commissioners desires to undertake a proposed plan of refinancing in an aggregate principal amount of up to \$211,615,000, which plan would involve the entry by the County into one or more installment financing contracts with the Cabarrus County Development Corporation (the "Corporation") or one or more other third parties pursuant to North Carolina General Statutes 160A-20, as amended, the proceeds of which would be used to refinance all or a portion of one or more installment financing contracts previously executed and delivered by the County, which prior installment financing contracts paid all or a portion of the costs of acquiring, constructing and equipping various

public facilities and related improvements and costs (collectively the "Projects"), and under said one or more installment financing contracts the County would secure the repayment by the County of the moneys advanced pursuant to such one or more installment financing contracts by granting a security interest in and lien on all or some portion of the Projects and/or in all or some portion of the real property on which the Projects are located;

WHEREAS, as part of said proposed plan of refinancing, the Corporation may execute and deliver one or more series of Limited Obligation Bonds and/or Certificates of Participation in said one or more installment financing contracts in an aggregate principal amount not exceeding \$211,615,000 to finance the advancement of moneys to the County pursuant to said one or more installment financing contracts between the County and the Corporation; and

WHEREAS, North Carolina General Statutes 160A-20, as amended, requires that the Board of Commissioners must hold a public hearing concerning the one or more installment financing contracts and the transactions contemplated thereby and associated therewith, with notice of said public hearing to be published once at least 10 days before the date of the public hearing;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners, as follows:

Section 1. The Board of Commissioners hereby finds and confirms that (i) the refinancing of the one or more prior installment financing contracts and the Projects by one or more installment financing contracts is necessary and expedient for the County; (ii) the refinancing of the one or more prior installment financing contracts and the Projects by one or more installment financing contracts, under the circumstances, is preferable to a bond issue by the County; (iii) the sums to fall due under said one or more installment financing contracts are adequate and not excessive for their proposed purpose; (iv) the County's debt management procedures and policies are good and its debt will continue to be managed in strict compliance with law; (v) the increase in taxes, if any, necessary to meet the sums to fall due under said one or more installment financing contracts will not be excessive; and (vi) the County is not in default regarding any of its debt service obligations.

Section 2. As required by Section 160A-20 of the North Carolina General Statutes, as amended, a public hearing shall be held by the Board of Commissioners on January 20, 2015 at 6:30 p.m., (or as soon thereafter as the hearing can be held), in the Commissioner's Meeting Room in the Cabarrus County Governmental Center in Concord, North Carolina, concerning the proposed execution of said one or more installment financing contracts and related documents, the proposed refinancing of the Projects and any other transactions associated therewith. The Clerk to the Board of Commissioners is directed to cause a notice of such public hearing, substantially in the form attached hereto as Exhibit A, to be published once in a qualified newspaper of general circulation within the County not less than 10 days prior to said public hearing.

Section 3. The appropriate officers of the County are hereby authorized and directed to do any and all things necessary, appropriate or convenient to effectuate the foregoing and the proposed plan of refinancing, including without limitation, filing one or more applications with the North Carolina Local Government Commission seeking approval of the plan of refinancing or any component thereof, the publication of any required notices related thereto, consideration and negotiation of proposals from one or more underwriters, or one or more other third parties, regarding the one or more installment financing contracts included in the proposed plan of refinancing, and consideration and negotiation of the terms of the proposed plan of refinancing or any component thereof and the relevant legal documentation.

Section 4. This resolution shall take effect immediately.

Commissioner _____ moved the passage of the foregoing resolution, Commissioner _____ seconded the motion and the resolution was passed by the following vote:

Ayes: _____

Nays: _____

Not Voting: _____

* * * * *

I, Megan I.E. Smit, Clerk to the Board of Commissioners for the County of Cabarrus, North Carolina, DO HEREBY CERTIFY that the foregoing is a true copy of so much of the proceedings of said Board of Commissioners at a regular meeting held on December 15, 2014, as relates in any way to a proposed plan of refinancing of prior installment contract financings of various public projects under North Carolina General Statutes Section 160A-20, the call of a public hearing related to such proposed plan of refinancing, and the resolution hereinabove set forth, and that said proceedings are recorded in Minute Book No. 36 of the minutes of said Board of Commissioners, beginning at page ___ and ending at page ___.

I DO HEREBY FURTHER CERTIFY that the schedule of regular meetings of said Board of Commissioners has been on file in my office pursuant to North Carolina General Statutes §143-318.12 as of a date not less than seven (7) days before said meeting.

WITNESS my hand and the corporate seal of said County, this 15th day of December, 2014.

Clerk to the Board of Commissioners
for the County of Cabarrus, North Carolina

[SEAL]

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Board of County Commissioners (the "Board") of the County of Cabarrus, North Carolina (the "County"), will conduct a public hearing on January 20, 2015 concerning the execution and delivery by the County of one or more installment financing contracts with one or more third parties (the "Contracts") to refinance all or a portion of one or more installment financing contracts previously executed and delivered by the County, which prior installment financing contracts paid all or a portion of the costs of acquiring, constructing and equipping various public facilities and related improvements and costs (collectively the "Projects").

The plan of refinancing for the one or more prior installment financing contracts and the Projects involves the entry by the County into the Contracts with one or more third parties who will provide the County with up to \$211,615,000 pursuant to the terms of the Contracts, which amount will be applied to provide refinancing of the one or more prior installment financing contracts and the Projects. The County's obligations to such one or more third parties supplying financing are authorized by North Carolina General Statutes Section 160A-20 and will be secured by a lien upon or security interest in all or some portion of the Projects and/or in all or some portion of the real property on which the Projects are located.

The obligations of the County under the Contracts will not be deemed to be a pledge of the faith and credit of the County within the meaning of any constitutional debt limitation and the Contracts will not directly or indirectly or contingently obligate the County to make any payments beyond those appropriated in the sole discretion of the County for any fiscal year in which the Contracts are in effect. No deficiency judgment may be rendered against the County in any action for breach of the Contracts and the taxing power of the County is not and may not be pledged directly or indirectly or contingently to secure any moneys due under the Contracts.

PLEASE TAKE NOTICE THAT THE BOARD WILL HOLD A PUBLIC HEARING CONCERNING THE PLAN OF FINANCING AT 6:30 P.M., OR AS SOON THEREAFTER AS THE HEARING CAN BE HELD, ON TUESDAY, JANUARY 20, 2015, IN THE COMMISSIONERS' MEETING ROOM IN THE CABARRUS COUNTY GOVERNMENTAL CENTER, CONCORD, NORTH CAROLINA, AT WHICH ANY PERSON MAYBE HEARD CONCERNING THE PLAN OF REFINANCING. ANY PERSON WISHING TO COMMENT IN WRITING ON THE PLAN OF REFINANCING MAY DO SO BY DELIVERING SUCH COMMENTS TO THE UNDERSIGNED AT 65 CHURCH STREET SE, CONCORD, NORTH CAROLINA, 28026, WITHIN 5 DAYS FROM THE DATE OF PUBLICATION OF THIS NOTICE.

Megan I.E. Smit
Clerk to the Board of Commissioners
for the County of Cabarrus, North Carolina



CABARRUS COUNTY

BOARD OF COMMISSIONERS WORK SESSION

**DECEMBER 1, 2014
6:15 P.M.**

AGENDA CATEGORY:

Discussion Items for Action at December 15, 2014 Meeting

SUBJECT:

Infrastructure & Asset Management - Request to Close a Portion of North Drive

BRIEF SUMMARY:

Cabarrus County Schools has requested the Board of Commissioners and the Mt. Pleasant Board of Commissioners communicate an intent to the N.C. Department of Transportation (NCDOT) to permanently close a portion of the public right-of-way for North Drive in Mt. Pleasant.

The indication of intent is the first step in acting to close the right-of-way. NCDOT will then consider the matter at one of their board meetings. If they recommend closure, the action will come back before both Boards of Commissioners for an official public hearing and resolution to act on the closure.

A public meeting was held at the Cabarrus County Schools' offices on Tuesday, November 18, 2014 and all property owners who use North Drive for access were notified. That meeting was an opportunity for them to look at the plans for the construction of Mt. Pleasant Middle School and to view the proposal for closing part of North Drive.

REQUESTED ACTION:

Consider the resolution declaring intent to close a public road.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Jonathan B. Marshall, Infrastructure & Asset Management Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

- [GS 153A-241 Closing Public Roads](#)
 - [Site Plan](#)
-

§ 153A-241. Closing public roads or easements.

A county may permanently close any public road or any easement within the county and not within a city, except public roads or easements for public roads under the control and supervision of the Department of Transportation. The board of commissioners shall first adopt a resolution declaring its intent to close the public road or easement and calling a public hearing on the question. The board shall cause a notice of the public hearing reasonably calculated to give full and fair disclosure of the proposed closing to be published once a week for three successive weeks before the hearing, a copy of the resolution to be sent by registered or certified mail to each owner as shown on the county tax records of property adjoining the public road or easement who did not join in the request to have the road or easement closed, and a notice of the closing and public hearing to be prominently posted in at least two places along the road or easement. At the hearing the board shall hear all interested persons who appear with respect to whether the closing would be detrimental to the public interest or to any individual property rights. If, after the hearing, the board of commissioners is satisfied that closing the public road or easement is not contrary to the public interest and (in the case of a road) that no individual owning property in the vicinity of the road or in the subdivision in which it is located would thereby be deprived of reasonable means of ingress and egress to his property, the board may adopt an order closing the road or easement. A certified copy of the order (or judgment of the court) shall be filed in the office of the register of deeds of the county.

Any person aggrieved by the closing of a public road or an easement may appeal the board of commissioners' order to the appropriate division of the General Court of Justice within 30 days after the day the order is adopted. The court shall hear the matter de novo and has jurisdiction to try the issues arising and to order the road or easement closed upon proper findings of fact by the trier of fact.

No cause of action founded upon the invalidity of a proceeding taken in closing a public road or an easement may be asserted except in an action or proceeding begun within 30 days after the day the order is adopted.

Upon the closing of a public road or an easement pursuant to this section, all right, title, and interest in the right-of-way is vested in those persons owning lots or parcels of land adjacent to the road or easement, and the title of each adjoining landowner, for the width of his abutting land, extends to the center line of the public road or easement. However, the right, title or interest vested in an adjoining landowner by this paragraph remains subject to any public utility use or facility located on, over, or under the road or easement immediately before its closing, until the landowner or any successor thereto pays to the utility involved the reasonable cost of removing and relocating the facility. (1949, c. 1208, ss. 1-3; 1957, c. 65, s. 11; 1965, cc. 665, 801; 1971, c. 595; 1973, c. 507, s. 5; c. 822, s. 1; 1977, c. 464, s. 34; 1995, c. 374, s. 1.)



MT. PLEASANT MIDDLE SCHOOL



SITE PLAN



CABARRUS COUNTY

BOARD OF COMMISSIONERS WORK SESSION

**DECEMBER 1, 2014
6:15 P.M.**

AGENDA CATEGORY:

Discussion Items for Action at December 15, 2014 Meeting

SUBJECT:

BOC - ACT Work Ready Communities

BRIEF SUMMARY:

Review and discuss the ACT Work Ready Communities initiative.

REQUESTED ACTION:

Provide direction to staff as it relates to ACT Work Ready Communities.

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:

Liz Poole, Commissioner
Mike Downs, County Manager

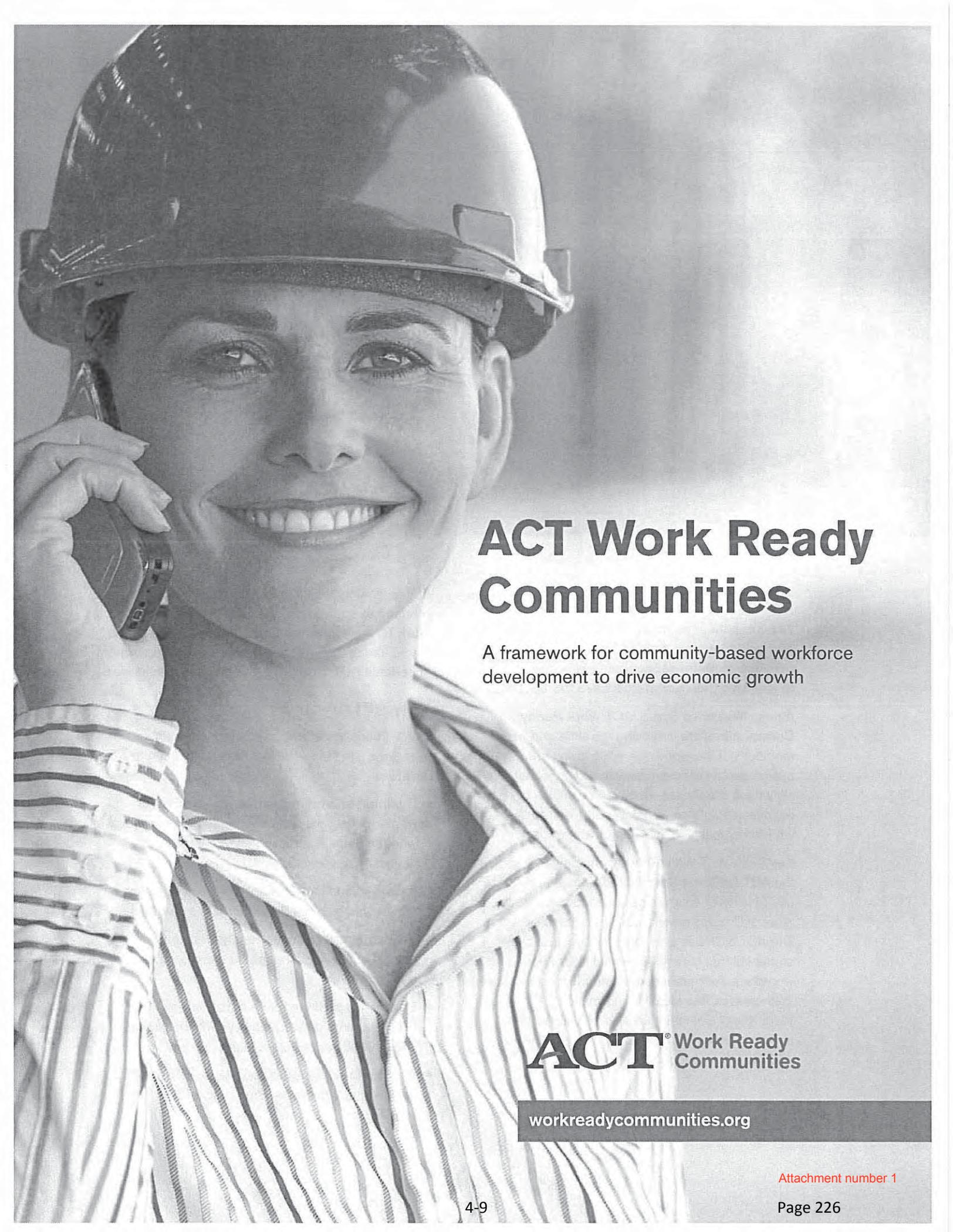
BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

[Detail](#)



ACT Work Ready Communities

A framework for community-based workforce
development to drive economic growth

ACT[®] Work Ready
Communities

workreadycommunities.org

Attachment number 1

Page 226



The competitive advantage

When businesses must focus on cutting costs and good jobs are harder to find, communities that use industry-recognized skills credentials to improve their workforce have the advantage.

Across the United States, **ACT Work Ready Communities** are improving the skills and work readiness of the workforce while giving area businesses an efficient, reliable way to identify skilled job candidates. These communities provide counties and states with actionable data and specific workforce goals to drive economic growth.

Key to the ACT Work Ready Communities initiative is the **ACT National Career Readiness Certificate®** (ACT NCRC®), which is designed to measure and close skills gaps among workers and job seekers. The ACT NCRC is a portable, evidence-based credential that certifies essential skills needed for workplace success—reading for information, applied mathematics, and locating information. ACT Work Ready Communities also help individuals and businesses understand the value of the ACT NCRC and community certification.

ACT is leading this national effort and offers a yearlong executive training program—the **ACT Work Ready Communities Academy**—that guides teams through the successful startup and deployment of certified ACT Work Ready Communities initiatives.

Why get involved?

Many groups benefit when their states, counties, or regions join the ACT Work Ready Communities initiative.

- **Businesses and industries** can learn exactly what foundational skills are needed for a productive workforce and can easily communicate their needs to job seekers
- **Individuals** can understand what skills employers require and how to prepare for career success
- **Policymakers** can consistently measure skills gaps in a timely manner at the national, state, and local levels
- **Educators** can close skills gaps via tools integrated into career pathways with stackable, industry-recognized credentials
- **Economic developers** can use an on-demand reporting tool to market the quality of their workforce

How does a community become certified?

Participating counties are certified as “work ready” when they meet established goals based on their population, the number of individuals earning the ACT NCRC, and the level of employer participation. ACT works with states and counties to set these goals based on current labor force data at the county level and across the community’s current, transitioning, and emerging workforce.

Participants are grouped into the following categories:

Current workforce

- Currently employed by a public, private, or nonprofit organization
- Currently employed by the local, state, or federal government

Transitioning workforce

- Currently unemployed
- GED or adult education participant
- Current or recent active duty

Emerging workforce

- High school junior, senior, or recent graduate
- College student or recent graduate

How to get involved

Participation is open to both state-level teams and local or regional teams. Visit workreadycommunities.org for more information, or contact ACT Community and Economic Development for an application.

Participants receive:

- Acceptance to the ACT Work Ready Communities Academy, which provides an intensive, yearlong series of workshops for leadership teams on how to build ACT Work Ready Communities
- Outreach tools to help promote the ACT NCRC and the ACT Work Ready Communities effort among key audiences—individuals, businesses, and economic developers
- Guidance with setting individual county goals for the numbers of ACT NCRCs earned and businesses engaged
- Monthly data reports to track progress against goals

Participants are expected to:

- Use ACT’s work readiness solutions, including job analysis, assessments, training and curriculum, and certification
- Have a committed leadership team
- Have a consistent service delivery framework to support individuals
- Register ACT NCRCs in ACT’s database

Detailed criteria are available at workreadycommunities.org/resources/Criteria_for_Certification.pdf.

“We envision an industry-driven, community-based model that assesses job seekers’ skills and provides a support system for closing those skills gaps so Americans can compete globally.”

—The Honorable Sonny Perdue, former chairman, ACT’s National Workforce Solutions Advisory Board

ACT Work Ready Communities drive innovation at all levels

	CAPABILITIES	PARTNERS
Communities	<ul style="list-style-type: none"> Provide leadership at the local level 	<ul style="list-style-type: none"> Businesses Chambers of commerce and economic development groups Workforce development groups Boards of education County commissioners and mayors Technical/community colleges
States	<ul style="list-style-type: none"> Provide leadership at the state level 	<ul style="list-style-type: none"> Governors State chambers of commerce State technical/community college systems State commerce or economic development agencies State workforce agencies K-12 education systems
ACT	<ul style="list-style-type: none"> Provides a framework for implementation Invests in infrastructure Provides monthly workforce data Hosts training academy for participating states Provides toolkits and support 	
Advisory Board	<ul style="list-style-type: none"> Provides oversight 	<ul style="list-style-type: none"> Global C-level business leaders US Chamber of Commerce National workforce leaders Site selection consultants Economic developers

About ACT

Founded in 1959, ACT is a nonprofit organization headquartered in Iowa City, Iowa, and dedicated to helping people achieve education and workplace success. ACT provides a broad array of assessment, research, information, and program management solutions in the areas of education and workforce development.

Contact us:

ACT
Community and Economic Development
 3355 Lenox Road NE, Suite 320
 Atlanta, GA 30326
 Phone: 319.337.1000

For more information, visit act.org.

Improve your region's workforce by joining the ACT Work Ready Communities initiative. Go to workreadycommunities.org for more information.

ACT[®] Work Ready Communities

workreadycommunities.org



ACT Career Solutions (index.html)

[Home \(/workforce/index.html\)](/workforce/index.html)[Solutions \(/workforce/programs.html\)](/workforce/programs.html)[Resources](/workforce/resources.html)[\(/workforce/resources.html\)](/workforce/resources.html)[Contact Us \(/workforce/contact.html\)](/workforce/contact.html)

Work Readiness System

ACT's Work Readiness System improves the overall quality and readiness of the workforce by utilizing these key elements:

Job Analysis

- Access to one of the largest, most robust occupational profiles databases available
- Identify essential skills and skill levels for selection, hiring and training
[Learn More \(/workkeys/analysis/\)](/workkeys/analysis/)

Assessments

- Measure foundational and soft skills
- Verify "real world" skills critical to job success
[Learn More \(/workkeys/assess/\)](/workkeys/assess/)

Training & Curriculum

- Identify skill gaps
- Improve workplace skills
[Learn More \(/workkeys/sktrain/publishers.html\)](/workkeys/sktrain/publishers.html)

Certification

- Earn portable credentials
- Build Career Pathways
[Learn More \(pathways.html\)](/pathways.html)

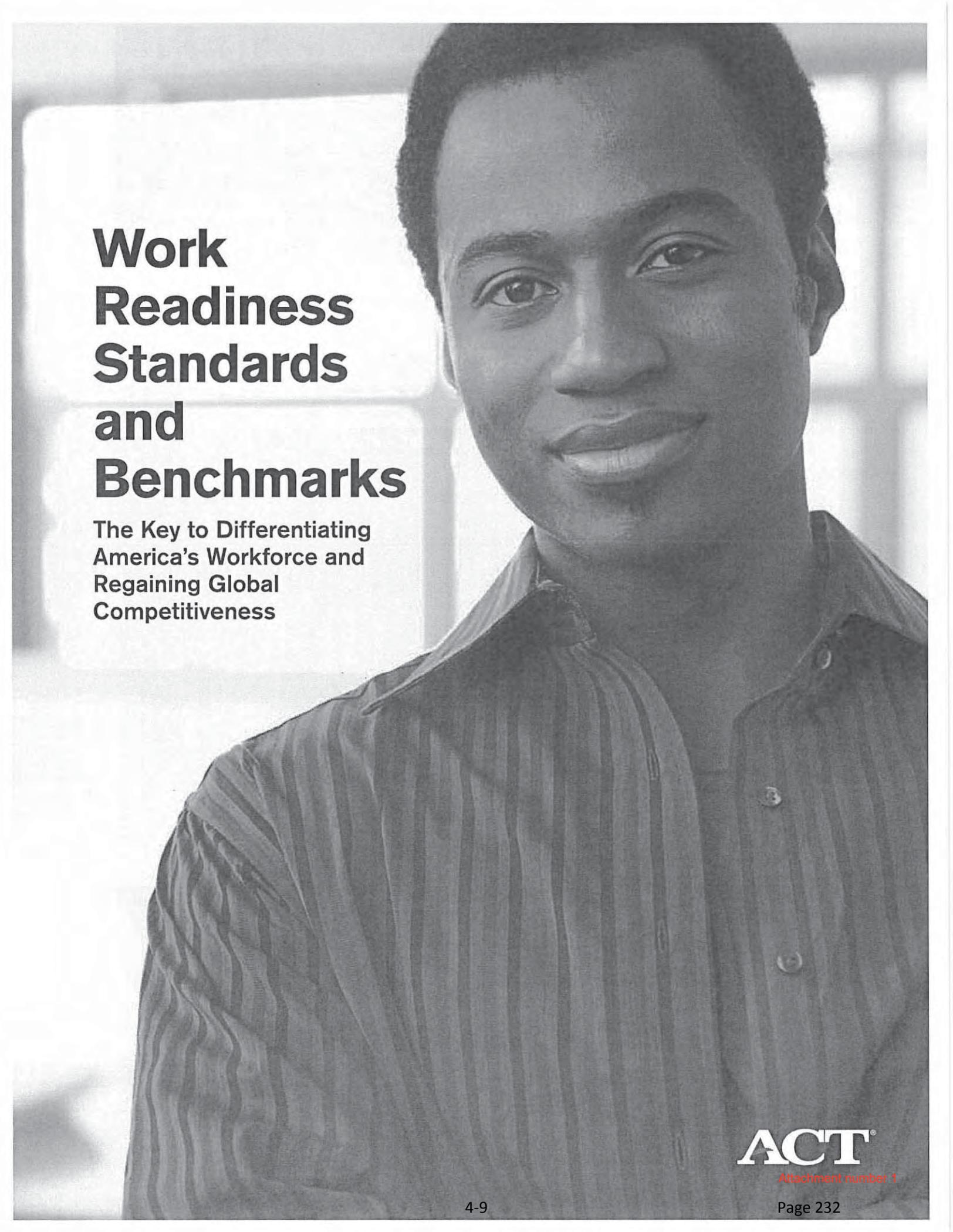
Research & Analytics

- Understand workforce supply and demand
- Create evidence-based workforce solutions
[Learn More \(research.html\)](/research.html)



Benefits:

- Helps career seekers prove they have skills needed to succeed.
- Offers training and curriculum solutions to close skill gaps.
- Connects employers with properly skilled employees.
- Delivers a full range of customized professional credentialing services.
- Provides evidence-based credentials derived from extensive research on more than 18,000 occupations.
- Improves the overall quality and readiness of the American workforce.



Work Readiness Standards and Benchmarks

**The Key to Differentiating
America's Workforce and
Regaining Global
Competitiveness**

ACT[®]

Attachment number 1



About ACT

ACT is an independent, not-for-profit organization that provides a broad array of assessment, research, information, and program management solutions in the areas of education and workforce development.

Our Mission

Helping people achieve education and workplace success.

Our Values

- Excellence
- Diversity
- Leadership
- Empowerment
- Learning
- Sustainability

Visit our website:

www.act.org

Join the conversation:

twitter.com/act

facebook.com/theacttest

linkedin.com/company/act

Executive Summary— Work Readiness Standards and Benchmarks

In this report, ACT presents a definition of “work readiness” along with empirically driven ACT Work Readiness Standards and Benchmarks. The introduction of standards and benchmarks for workplace success provides a more complete picture of the factors that are important in establishing readiness for success throughout a lifetime. While substantial evidence exists about the types and levels of skills that an individual needs to successfully transition from secondary to postsecondary education, less is known about what an individual needs to transition from postsecondary programs to employment and to achieve work readiness.

College readiness standards and benchmarks, which outline the types of skills and achievement levels needed to succeed in first-year credit-bearing courses without remediation, are well established. On the other hand, comparable standards and benchmarks for work readiness—the skills and levels needed to succeed in the workplace—are less documented and not as well understood. In this report, ACT presents a definition of “work readiness” along with empirically driven ACT Work Readiness Standards and Benchmarks.

What Does It Mean to Be Work Ready?

A “work ready” individual possesses the foundational skills needed to be minimally qualified for a specific occupation as determined through a job analysis or occupational profile. The skills needed for work readiness:

1. are both foundational and occupation specific,
2. vary in both importance and level for different occupations, and
3. depend on the critical tasks identified via a job analysis or an occupational profile.

What Skills Are Needed for Work Readiness?

Work readiness skills include both **foundational cognitive skills** such as reading for information, applied mathematics, locating information, problem solving, and critical thinking and **noncognitive skills**, or soft skills, which are defined as personal characteristics and behavioral skills that enhance an individual’s interactions, job performance, and career prospects such as adaptability, integrity, cooperation, and workplace discipline.

What Are ACT Work Readiness Standards and Benchmarks?

ACT Work Readiness Standards and Benchmarks are precise descriptions of the knowledge and combination of skills that individuals need to be minimally qualified for a target occupation and are determined by the level of skills profiled for a national representative sample of jobs in a given occupation. While work readiness standards establish the mix of skills and range of levels reported by employers (i.e., minimum and maximum) for specific occupations, work readiness benchmarks are considered to be a target skill level (i.e., median) that an individual should aim for in order to be considered work ready for that occupation.

These standards and benchmarks ensure that current and prospective employees’ skills are aligned with employer skill requirements and that individuals develop the foundational and job-specific skills necessary to be successful throughout a lifetime. Measuring individual skill signatures and employer skill requirements using a common language found in the ACT Work Readiness Standards and Benchmarks will help solve the long-standing problem of skill mismatches and gaps by aligning postsecondary curriculum with skills that meet employers’ needs.

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Overview

Understanding what individuals need to effectively navigate various transitional points along the K–Career continuum is critical to maintaining the steady talent pipeline that America requires to be competitive in a rapidly changing global economy. While substantial evidence exists about the types and levels of skills that an individual needs to successfully transition from secondary to postsecondary education, less is known about what an individual needs to transition from postsecondary programs to employment and to achieve work readiness.¹

There are many dimensions in preparing an individual for success throughout a lifetime. The path to success becomes more complex as individuals leave formal education systems and enter the workforce, where they must apply their knowledge and skills. College readiness standards and benchmarks, which outline the types of skills and achievement levels needed to succeed in first-year credit-bearing courses without remediation, are well established. On the other hand, comparable standards and benchmarks for work readiness—the skills and levels needed to succeed in the workplace—are less documented and not as well understood.

The K–Career Continuum: Success for a Lifetime



In this report, ACT presents a definition of "work readiness" along with empirically driven ACT Work Readiness Standards and Benchmarks. The introduction of standards and benchmarks for workplace success provides a more complete picture of the factors that are important in establishing readiness for success throughout a lifetime. We outline what individuals must achieve to secure jobs currently in demand and to build the necessary foundation for multiple job transitions throughout a working career. We also provide a framework for aligning education and training programs to current job skill requirements.

Ready for College and Ready for Work: Same AND Different?



Efforts to facilitate the transition between secondary and postsecondary education, as well as align postsecondary education to job skill requirements, have gained momentum in recent years with a universal goal of preparing individuals for their unique journey through education and work along a K–Career continuum. In 2006, ACT released *Ready for College and Ready for Work: Same or Different?*, a comparison of student performance on two ACT assessments: ACT WorkKeys®, which measures work readiness, and the ACT® test, which measures college readiness.² The study found that the *levels* of readiness in reading and mathematics needed to succeed in college-level courses without remediation were comparable to those needed to learn job-specific skills in workforce training programs. Within that context, high school students were found to need comparable *levels* of reading and mathematics, regardless of their post-high school plans.³

While helpful, the findings from *Ready for College and Ready for Work*—concluding that the *levels* of reading and mathematics readiness required for college and career are similar—do not address all questions about college and career readiness, or work readiness. The benchmarked academic quantitative goals for college readiness are well-established, valid predictors of post-high school academic demands.⁴ The findings do not address the importance of job-specific skills,

above and beyond foundational skills, that are crucial in matching an individual with a target job. While cognitive skills are of undisputed importance for both college and careers, as well as for success in a specific job, we also know that a lifetime of success depends on other factors, such as behavioral skills and the development of career goals.⁵

Whether it is the first job in high school or the tenth job along a 20-year career, an individual has a range of ways to acquire the knowledge and skills necessary to get a good job. Pathways include a traditional college degree, on-the-job training, work experience, or a certificate program leading to an occupational certification. **These multiple pathways are not considered to be mutually exclusive, and they have one common denominator: individuals need to acquire portable foundational skills to be successful in any job along a career pathway, and they need to acquire specific occupational skills that will allow them to differentiate themselves in a competitive job market.** Without the necessary education and training credentials needed for a career, including academic degrees as well as skill certifications, most job seekers would not be considered for jobs that are in high demand. Instead, they risk following a downward spiral and dropping out of the job market entirely.

A Definition of Work Readiness

A “work ready” individual possesses the foundational skills needed to be minimally qualified for a specific occupation as determined through a job analysis or occupational profile.

The skills needed for work readiness:

1. are both foundational and occupation specific,
2. vary in both importance and level for different occupations, and
3. depend on the critical tasks identified via a job analysis or an occupational profile.

In other words, while a common set of skills are required by a majority of the jobs in the US economy, each job has specific cognitive and behavioral requirements that are unique to that job. These requirements vary in relative importance and level from one occupation to another, creating a unique signature of job-specific skills for each occupation. Specific job skill requirements can be identified through a job analysis or occupational profile that summarizes the competencies, knowledge, skills, abilities, and behaviors directly related to performance on the job. These job skill requirements provide the basis for work readiness standards that can be used to help develop curriculum and training programs for job seekers to meet minimum skill level requirements.

Within the context of college and career readiness, foundational skills are the fundamental, portable skills that are critical to training and workplace success.⁶ These skills are fundamental in that they serve as a basis—the foundation—for supporting more advanced skill development. And they are portable because, rather than being job specific, they can be applied at some level across a wide variety of occupations. Individuals also need to acquire job-specific skills to differentiate themselves in a competitive job market.

What are these job-specific skills? How can job seekers know that they have requisite job-specific skills and that they are work ready? How can employers know that job candidates are work ready and have the skills needed to perform successfully? In this report, ACT defines work readiness and describes how the ACT Work Readiness Standards and Benchmarks are developed. These standards and benchmarks serve as the basis for measuring work readiness in America and ensure that postsecondary curriculum is aligned with the skills that employers demand.

“Specific job skill requirements can be identified through a job analysis or occupational profile that summarizes the competencies, knowledge, skills, abilities, and behaviors directly related to performance on the job.”

The Source of Truth about Job Skill Requirements: Job Analysis and Occupational Profiles

According to the US Office of Personnel Management, job analysis is a systematic procedure for gathering, documenting, and analyzing information about the content, context, and requirements of a job. It demonstrates that there is a clear relationship between the tasks performed on the job and the competencies, knowledge, skills, abilities, and behaviors required to perform the tasks.⁷

Occupational profiles are defined as the end product of a process used to identify the key skill areas and levels of skills required to enter an occupation and successfully perform tasks. Occupational profiles are usually developed via a job analysis or job profile for several jobs with similar occupational titles. The process includes identifying, in detail, the particular job duties and requirements and the relative importance of these duties for a given job. Several sources of occupational profiles are available to the public, including the Occupational Information Network (O*NET), which identifies and describes the key knowledge, skills, and abilities for more than 1,100 occupations, and ACT's occupational profiles database, which contains information compiled from more than 19,000 job profiles.

When cognitive assessments are used for selection purposes, the Uniform Guidelines for Personnel Selection suggest using a local content validation study to ensure that the content of the assessment is relevant to the job. The use of job profiling is considered to be a content validation approach for using ACT WorkKeys assessments for personnel selection. This process was reviewed and confirmed by leading experts in the field of personnel selection.⁸

During the process of job profiling, for the purpose of using ACT WorkKeys assessments, subject matter experts rate the importance of specific job tasks and assign ACT WorkKeys skill levels to each task that is essential to successful job performance. An overall skill level is then computed for the specific ACT WorkKeys tests (e.g., Reading for Information, Applied Mathematics, Locating Information) that are relevant to the job. Under the Uniform Guidelines, content validation is one method for using cognitive assessments for personnel selection to address adverse impact in selection procedures.⁹





What Are the Skills Needed for Work Readiness?

Determining the necessary skills for successful performance of specific job duties is the focus of a large body of research in industrial and organizational psychology. This research targets identifying a combination of factors (skills, abilities, personal characteristics) that best predict an individual's ability to perform successfully on the job. The literature overwhelmingly provides support that measures of foundational cognitive skills, or general cognitive ability, are the best predictors of on-the-job performance.¹⁰ It is also generally accepted that noncognitive behaviors, or soft skills, add accuracy to performance prediction.¹¹ For example, personality measures have been shown to increase the predictive power by 18%, and integrity tests by 27%, over cognitive assessments alone.¹²

Soft skills are defined as personal characteristics and behavioral skills that enhance an individual's interactions, job performance, and career prospects across a broad range of settings. Examples of soft skills include adaptability, communication skills, cooperation, discipline, and integrity. The value of measuring soft skills in determining work readiness has also been addressed via national employer surveys, which reveal that soft skills are highly valued by employers and are often found to be lacking in entry-level workers.¹³

Work Readiness Standards and Benchmarks

Work readiness standards are precise descriptions of the knowledge and combination of skills that individuals need to be minimally qualified for a target occupation and are determined by the level of skills profiled for a national representative sample of jobs in a given occupation. Imagine that skill combinations can be shown by a bar graph that contains different heights for each skill level. If an occupation requires a combination of eight unique skills with varying levels from 1–5 for each skill, that would equal 390,625 different skill signatures.¹⁴ This allows us to more precisely measure skills gaps between individual skill signatures and the skill standards that employers require.

To demonstrate how work readiness standards are derived, we will examine two occupations as identified in O*NET. First, we identify the tasks that are important for an occupation such as an accountant, followed by those that are important for a welder.

*Task List for Accountants: O*NET Occupation Code 13-2011.01*

Prepare, examine, or analyze accounting records, financial statements, or other financial reports to assess accuracy, completeness, and conformance to reporting and procedural standards.

Compute taxes owed and prepare tax returns, ensuring compliance with payment, reporting, or other tax requirements.

Analyze business operations, trends, costs, revenues, financial commitments, and obligations, to project future revenues and expenses or to provide advice.

Report to management regarding the finances of the establishment.

Establish tables of accounts and assign entries to proper accounts.

Develop, maintain, and analyze budgets, preparing periodic reports that compare budgeted costs to actual costs.

Develop, implement, modify, and document record-keeping and accounting systems, making use of current computer technology.

Prepare forms and manuals for accounting and bookkeeping personnel, and direct their work activities.

Survey operations to ascertain accounting needs and to recommend, develop, or maintain solutions to business and financial problems.

Serve as bankruptcy trustees or business valuers.

Advise management about issues such as resource utilization, tax strategies, and the assumptions underlying budget forecasts.

Provide internal and external auditing services for businesses or individuals.

Advise clients in areas such as compensation, employee health care benefits, the design of accounting or data processing systems, or long-range tax or estate plans.

Investigate bankruptcies and other complex financial transactions and prepare reports summarizing the findings.

Represent clients before taxing authorities and provide support during litigation involving financial issues.

Appraise, evaluate, and inventory real property and equipment, recording information such as the description, value, and location of property.

Maintain or examine the records of government agencies.

*Task List for Welders: O*NET Occupation Code 51-4121.06*

Weld components in flat, vertical, or overhead positions.

Operate safety equipment and use safe work habits.

Lay out, position, align, and secure parts and assemblies prior to assembly, using straightedges, combination squares, calipers, and rulers.

Examine workpieces for defects and measure workpieces with straightedges or templates to ensure conformance with specifications.

Recognize, set up, and operate hand and power tools common to the welding trade, such as shielded metal arc and gas metal arc welding equipment.

Weld separately or in combination, using aluminum, stainless steel, cast iron, and other alloys.

Clamp, hold, tack-weld, heat-bend, grind, or bolt component parts to obtain required configurations and positions for welding.

Select and install torches, torch tips, filler rods, and flux, according to welding chart specifications or types and thicknesses of metals.

Ignite torches or start power supplies and strike arcs by touching electrodes to metals being welded, completing electrical circuits.

Connect and turn regulator valves to activate and adjust gas flow and pressure so that desired flames are obtained.

Via ACT's job profiling process, subject matter experts link specific tasks to skills required for each task and determine the level of skill needed for each task.¹⁵ Tasks requiring similar skills are grouped together, resulting in a range of skill levels needed for the target occupation. The work readiness standards for an accountant and a welder are summarized in the following tables.

**Table 1. Work Readiness Standard—Accountant
(O*NET Occupation Code 13-2011.01)**

Skill Required	Minimum Skill Level	Median Skill Level	Maximum Skill Level
Applied Mathematics	5	5	6
Reading for Information	4	5	5
Locating Information	4	5	5
Writing	2	3	3
Teamwork	3	3	4
Observation	3	4	4
Business Writing	3	4	4

**Table 2. Work Readiness Standard—Welder
(O*NET Occupation Code 51-4121.06)**

Skill Required	Minimum Skill Level	Median Skill Level	Maximum Skill Level
Applied Mathematics	3	3	5
Reading for Information	3	3	5
Locating Information	3	4	5
Applied Technology	3	3	5
Writing	3	3	3
Teamwork	3	3	5
Observation	3	4	5

The work readiness standard for a welder includes an additional skill, Applied Technology, which measures problem-solving skills in four areas: electricity, mechanics, fluid dynamics, and thermodynamics. Meanwhile, accountants require Business Writing skills, which are not required of welders. Skill levels required for welders also differ from those required for accountants. For example, accountants and welders require similar levels of Teamwork skills, but accountants require a higher level of Reading for Information, Applied Mathematics, and Locating Information skills because of the nature of the tasks identified by employers as important for the job.

Table 3. Work Readiness Standard Comparison by Occupation

Skill Required	Accountants: O*NET Code 13-2011.01 Median Skill Level	Welder, Cutters, and Welder Fitters: O*NET Code 51-4121.06 Median Skill Level
Applied Mathematics	5	3
Reading for Information	5	3
Locating Information	5	4
Applied Technology	N/A	3
Writing	3	3
Teamwork	3	3
Observation	4	4
Business Writing	4	N/A

While work readiness standards establish the mix of skills and range of levels reported by employers (i.e., minimum and maximum) for specific occupations, work readiness benchmarks are considered to be a target skill level (i.e., median) that an individual should aim for in order to be considered work ready for that occupation. Work readiness standards and benchmarks for approximately 1,100 specific occupations can be found at: http://profiles.keytrain.com/profile_search/.

The Role of Foundational Skills for Work Readiness

Transferable Skills Needed Across Occupations

The role of foundational skills within a career pathway can be seen in the context of the Industry Competency Models, which were developed by the US Department of Labor (USDOL) to establish the skills, knowledge, and abilities required for growing industry sectors.¹⁶ The competency models help individuals obtain the training and certification needed for various career paths in a specific industry, and they identify skills that are transferable across and within industries.

Each USDOL industry competency model is built on a series of tiers. At the base, Tiers 1–3 represent the foundational skills. Mastery of these core foundational skills empowers an individual to rise to the next tier—to advance toward success in a chosen occupation. Foundational skills, as the term implies, are competencies that form the very foundation for success—in educational and training programs, as well as in the workplace. Foundational skills include workplace skills that are portable across all occupations, such as reading for information, applied mathematics, problem solving, critical thinking, and communication. Foundational skills are the fundamental, portable skills that are necessary for conveying and receiving information critical to training and workplace success.

The Role of a National Skills Credentialing System to Support Work Readiness

An example of a national layered credential system is the Manufacturing Skills Certification System, endorsed by the National Association of Manufacturers. This system of using industry-recognized credentials to certify skills begins with the ACT National Career Readiness Certificate™ at the foundation, followed by increasingly targeted occupation- and job-specific skills credentials.¹⁷ Certification of foundational skills enables an individual to advance to the next tier. A national skills credentialing system should be integrated *horizontally* to maximize job mobility from one sector to another and *vertically* (from foundational, to industry-wide, to occupational competencies) to create multiple avenues for individuals to advance along a career pathway.

Horizontal and Vertical Skills Credential Integration



Conclusion—Readiness for a Lifetime

Work readiness helps individuals prepare for the next job within a career pathway. **Establishing standards for work readiness will ensure that current and prospective employees' skills are aligned with employer skill requirements and that individuals develop the foundational and job-specific skills necessary to be successful throughout a lifetime. Furthermore, measuring individual skill signatures and employer skill requirements using a common language found in ACT's work readiness standards will help solve the long-standing problem of skill mismatches and gaps by aligning postsecondary curricula with skills that meet employers' needs.**

To achieve readiness for a lifetime, individuals must be equipped to continually upgrade their skills to meet the evolving requirements for jobs in demand. Both foundational and occupation-specific skills are important for work readiness. Although job skills can be acquired through a variety of avenues and formats, one factor is consistent: individuals must be able to demonstrate or certify to employers that they have the necessary skills—for a specific job and throughout their career. The ACT Work Readiness Standards and Benchmarks provide an empirical framework for preparing America's workforce for jobs now and in the future.

Definition of Terms

Foundational skills—The fundamental, portable skills that are critical to training and workplace success. These skills are fundamental in that they serve as a basis—the foundation—for supporting more advanced skill development. And they are portable because, rather than being job specific, they can be applied at some level across a wide variety of occupations.

Job profile—A systematic procedure for gathering, documenting, and analyzing information about the content, context, and requirements of a job. It demonstrates that there is a clear relationship between the tasks performed on the job and the competencies, knowledge, skills, abilities, and behaviors required to perform the tasks.

Occupational profile—The end product of a process used to identify the key skill areas and levels of skills required to enter an occupation and successfully perform tasks. Occupational profiles are usually developed via a job analysis or job profile for several jobs with similar occupational titles.

Skills gap—A gap between the skills needed for a job requiring a given level of education versus those skills possessed by workers for a similar level of education.

Work readiness—A "work ready" individual possesses the foundational skills needed to be minimally qualified for a specific occupation as determined through a job analysis or occupational profile.

Work readiness benchmarks—The median skill level for all job profiles within a given occupation.

Work readiness standards—Precise descriptions of the knowledge and combination of skills that individuals need to be minimally qualified for a target occupation and are determined by the level of skills profiled for a national representative sample of jobs in a given occupation.

References

- ¹ See the ACT report *Reading Between the Lines: What the ACT Reveals About College Readiness in Reading* (2006), for an early definition of college readiness. This definition is also used by the Common Core State Standards Initiative, a state-led effort coordinated by the National Governors Association Center for Best Practices (NGA Center) and the Council of Chief State School Officers (CCSSO). Go to www.corestandards.org
- ² See the ACT report *Ready for College and Ready for Work: Same or Different?* (2006).
- ³ The report cautioned, however, that while the *levels* of reading and math skills were comparable, the purposes of and measures used within the different assessments were different, so scores on either test cannot be substituted for the other.
- ⁴ See the ACT reports *College Readiness System: Meeting the Challenge of a Changing World* (2008), *ACT's College Readiness Standards for EXPLORE, PLAN, and the ACT* (2011), and *Using ACT Assessment Scores to Set Benchmarks for College Readiness* (2005).
- ⁵ See the ACT report *Impact of Cognitive, Psychosocial, and Career Factors on Educational and Workplace Success* (2007) and the analysis by Robbins, et al., published by *Psychological Bulletin* (2004), *Do Psychological and Study Skill Factors Predict College Outcomes? A Meta-Analysis*.
- ⁶ Analysis in the report *Pathways to Prosperity* in 2011, published by the Harvard Graduate School of Education, highlighted the fact that focusing on college readiness alone has not equipped today's entering workforce with all of the skills and abilities they will need in the workplace.
- ⁷ Go to www.opm.gov/hiringtoolkit/docs/jobanalysis.pdf
- ⁸ Go to www.act.org/workkeys/validity.html
- ⁹ Go to www.uniformguidelines.com/testassess.pdf
- ¹⁰ Schmidt, F. L., & Hunter, J. E. (1998). The validity and utility of selection methods in personnel psychology: Practical and theoretical implications of 85 years of research findings. *Psychological Bulletin*, 124, 262–274; Schmidt, F. L., Shaffer, J. A., & Oh, I. (2008). Increased accuracy for range restriction corrections: Implications for the role of personality and general mental ability in job and training performance. *Personnel Psychology*, 61, 827–868; Hunter, J. E. & Hunter, R. F. (1984). Validity and utility of alternative predictors of job performance. *Psychological Bulletin*, 96, 72–98.
- ¹¹ Tell, R. P., Jackson, D.N., & Rothstein, M. (1991). Personality measures as predictors of job performance: A meta-analytic review. *Personnel Psychology*, 44, 703–741; Hurtz, G. M. & Donovan, J. J. (2000). Personality and job performance: The big five revisited. *Journal of Applied Psychology*, 85, 869–879; Barrick, M. R. & Mount, M. K. (1991). The big five personality dimensions and job performance: A meta-analysis. *Personnel Psychology*, 44, 1–26.
- ¹² Schmidt, F. L. and Hunter, J. E. (1998). The validity and utility of selection methods in personnel psychology: Practical and theoretical implications of 85 years of research findings. *Psychological Bulletin*, 124, 262–274.
- ¹³ Life in the 21st Century Workforce: A National Perspective. Go to cdn.assets-phoenix.net/content/dam/altcloud/doc/campaigns/Education-Nation-National-Executive-Summary.pdf
- ¹⁴ If an occupation requires a set of eight unique skills containing five levels each, that equals 5⁸, or 5 to the eighth power.
- ¹⁵ For more information on ACT's job profiling process, go to www.act.org/solutions/career-success/job-analysis
- ¹⁶ Go to www.careeronestop.org/CompetencyModel
- ¹⁷ For more information on the National Association of Manufacturer's Skills Certification System, go to www.themanufacturinginstitute.org/Skills-Certification/Skills-Certification.aspx

Acknowledgements

The principal author of this report is Hope Clark, assistant vice president of workforce research, ACT; with support from Mary LeFebvre, senior research associate, ACT. Other ACT contributors to the report include Kurt Burkum, director of policy research, ACT; and Tobin Kyte, principal research associate, ACT.

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- Jennifer McNelly, President, The Manufacturing Institute
- Ron Painter, Chief Executive Officer, National Association of Workforce Boards

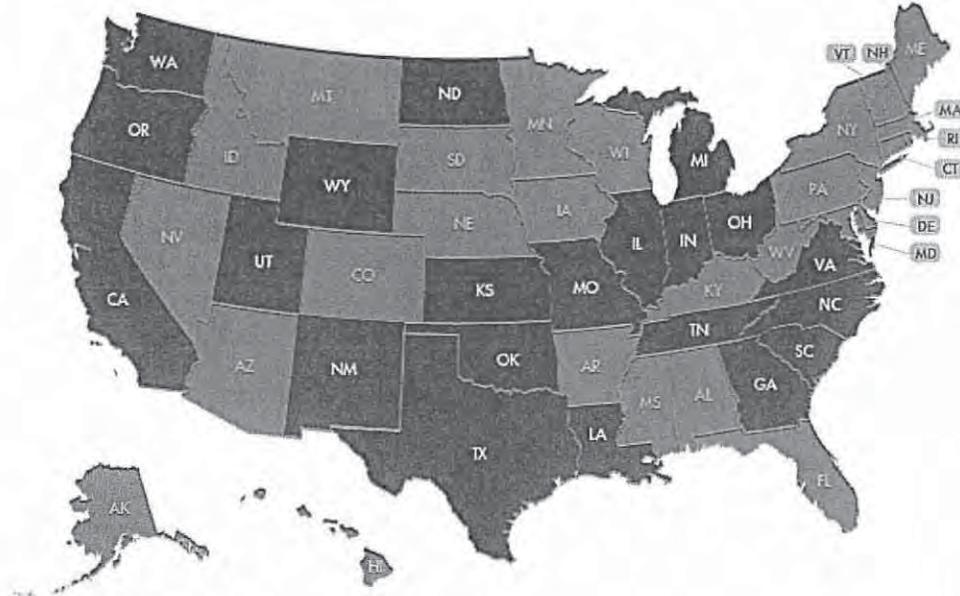
A copy of this report can be found at

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[About the data on this site.](#)
Affording Communities a Competitive Advantage

What is an ACT®

Work Ready Community?

ACT Work Ready Communities (WRC) empowers states, regions and counties with *data, process and tools* that drive economic growth. Participants are leveraging the National Career Readiness Certificate (NCRC™) to measure and close the skills gap – and building common frameworks that link, align and match their workforce development efforts.

ACT is leading this national effort and offers the ACT Work Ready Communities Academy – a performance-driven program WRC leadership teams use to initiate, deploy and drive carefully-tailored efforts that grow the number of counties certified as work ready communities.

There are two paths to engage in ACT Work Ready Communities: state and county level applications. Through the application process, counties and states are accepted into the Academy to build and launch their Certified Work Ready

ACT NATIONAL CAREER READINESS CERTIFICATE TOTAL		2,619,794
	PLATINUM:	13,994
TOTAL COUNTIES:	3,141	

Employers Supporting



Employers supporting Certified Work Ready Communities by recognizing the ACT NCRC.

- WHY IT WORKS
- RESOURCES
- EMPLOYERS
- CERTIFIED COUNTIES

- About the CWRC Initiative
- About the ACT CWRC Academy
- Common Criteria
- About the Criteria
- Job Profiling Overview
- ACT Work Ready Communities Academy

- ACT Workforce Development
- Work Readiness System
- A Better Measure of Skills Gaps
- Work Readiness Standards & Benchmarks
- The Condition of Work Readiness
- NCRC for College Credit

GET THE LATEST NEWS

Sign Up for Work Ready Communities Monthly Updates

Enter Email



There are two paths to participate in the ACT® Work Ready Communities initiative – State or County approaches.

ACT is planning to host a state level ACT Work Ready Communities Academy in the spring of 2015. Applications are now being accepted from states. For more information on a state approach please contact Debra Lyons at debra.lyons@act.org.

ACT has closed its applications for the current county level ACT Work Ready Communities Academy scheduled for September 23-24, 2014 in Atlanta. ACT looks to open the process to accept new counties in 2015. If you are interested in learning more about the county level ACT Work Ready Communities Academy, please contact Tony Garife at tony.garife@act.org.

ABOUT WRC

[Work Ready Communities \(WRC\) Overview](#)
[WRC for States](#)
[WRC for Counties](#)
[ACT WRC Academy](#)
[FAQs](#)
[Community & Economic Development Staff](#)
[National Workforce Solutions Advisory Board](#)

STATES

Participation in the ACT® Certified Work Ready Communities initiative is by application from state or regional leadership teams. The initiative launched in December 2011; Missouri, Oregon and South Carolina were in the first round of participating states and are making great progress in moving their state initiatives forward. Utah, Wyoming and the Virginia-Dan River Region Collaborative joined Round II in 2012. Michigan, North Carolina and Washington state joined Round III in 2013. Under this state/region model, counties in the state or state-regions participate in ACT Work Ready Communities in a model where the state Work Ready Communities governs the initiative in partnership with ACT.

[State Application *](#)

COUNTIES

ACT is now offering a county level program for individual counties in non-participating states to apply to participate directly with ACT Work Ready Communities. *Counties in an ACT Work Ready Communities participating state will want to engage through their existing state programs.* To determine if your state is participating, please visit the website homepage.

A local CWRC leadership team should have representatives from local government, economic development, community/technical colleges, K-12 system, and business/industry. Best practice models have shown a local team comprised of these leaders is most successful in becoming a CWRC county. For more information, please download the ACT Work Ready Communities for Counties flyer.

[County Application *](#)

* = Application can only be viewed in Internet Explorer and Firefox. If you are using Chrome or another browser, please save the PDF and open it with PDF software such as Adobe Reader.

PARTICIPATING STATES AND REGIONS RECEIVE:

1. Acceptance to ACT's CWRC Academy
2. Process to build a framework to on board and certify all counties
3. Common fundamental criteria to establish baseline goals for county certification
4. Communication tools to help message initiative to key stakeholders
5. Monthly data updates via this website to track progress against goals

NCRC data for non-participating states is also reported on this website, but without common criteria goals and business engagement data.



The ACT® Work Ready Communities initiative is a core element in the effort to build a truly national system for work readiness. At the core of this aspiration sit ACT National Career Readiness Certificates (NCRCs) that focus on certifying three essential skills – applied math, reading for information, and locating information. The NCRC is an evidence-based credential that has been proven to accurately predict work readiness and job performance. And, this predictive power applies to all three key groups of people: new workers, transitioning workers and individuals who already have jobs.

These Certificates – and the skills they verify – help assure employers that the people hired and/or advanced will succeed. The Certificates also act like passports – regardless of where an individual lives or moves, the Certificates testify to work readiness. And, because the Certificates are a win/win for employers and employees alike, counties that have sustainable, ongoing certification efforts are far more attractive. In effect, counties that are Certified Work Ready Communities have a built in economic development advantage in the eyes of existing employers as well as those contemplating relocations.

ACT's Work Ready Communities Academy is for leaders who want to move aggressively forward into this 21st century approach to work readiness and economic development. The Academy is a twelve month performance-driven program state and local WRC leadership teams use to initiate, deploy and drive carefully tailored statewide efforts that grow the number of counties certified as work ready. The goal is clear: 'on board' and certify your counties.

To succeed at this goal, WRC leadership teams shape a performance-driven strategy that builds on deploying ACT's testing infrastructure and data gathering. However, the strategy must go beyond these two elements – and the ACT WRC initiative helps leadership teams do that by shaping what we call a 'challenge' that makes the most sense for each state or community's unique circumstances, including – critically – of work readiness. Successful teams are those willing to invest the team time and focus needed to shape and succeed against this challenge-centric approach.

APPROACHES AND TOPICS COVERED INCLUDE:

- **THE BASICS:** ACT is providing process, tools and data to support building a common platform at the county level for measuring and closing the skills gap based upon the NCRC. The model is built upon partnerships at the national, state and local levels and an Academy approach to provide structure to the start-up and successful launch. ACT WRC is a 'docking station' for states and counties to 'plug into' and connect their existing or new workforce initiatives. The process includes 'on boarding' of counties to the State's Certified Work Ready Community initiative and to ACT.
- **WHY COUNTIES?** The LINK, ALIGN and MATCHING of the workforce is implemented at the local level. Having a process in place for county leaders to work together to match people to jobs, align workforce goals to economic development and link education and workforce together to improve the skill level is what county-level Certified Work Ready Communities do.
- **THE PLAYERS:** Employers, individuals (new to workforce, transitioning, already employed), state leaders, educators, economic development, chambers, workforce professionals, community leaders, families, media and more.
- **THE CHALLENGE:** Assist WRC community teams develop a one year vision statement that serves as the focal point in developing and launching initiative.
- **LEADERSHIP:** We help WRC teams figure out who needs to be at the table and how they can assist to make sure success happens.

COMPOSITION OF STATE LEADERSHIP TEAM SHOULD CONSIST OF STATE SENIOR STAFF WITH DECISION-MAKING AUTHORITY THAT INCLUDES:

- Governor's office policy advisor
- State workforce development agency representative
- State department of commerce or economic development staff representative
- Community/technical college staff

ABOUT WRC

- Work Ready Communities [WRC] Overview
- WRC for States
- WRC for Counties
- ACT WRC Academy
- FAQs
- Community & Economic Development Staff
- National Workforce Solutions Advisory Board!

HOW TO SIGN UP

There are two paths to participate in the ACT® Work Ready Communities initiative – State or County approaches.

SIGN UP NOW



- K-12 career and technical education staff
- Business and/or chamber representative
- Other representative

LOCAL LEADERSHIP TEAMS SHOULD CONSIST OF:

- Local chambers of commerce
- Local economic development organization
- Local workforce organization
- Local community or technical colleges
- Local school board officials
- Local elected officials
- Local businesses and leaders
- Local civic organizations

Upon completion of the ACT WRC Academy and implementation of the WRC framework, teams will have successfully established a sustainable, county-based Certified Work Ready Community effort. Successful states, regions and communities will enjoy established performance metrics and documented return on investment that can be leveraged to integrate and connect current workforce development efforts and to jump start new initiatives.

States, regions and counties who successfully launch WRC programs aligned with the ACT WRC Common Criteria will receive continued long-term support from ACT to sustain their initiatives post-WRC Academy.

HOW TO GET INVOLVED

There are two avenues to engage with the ACT WRC Academy. Statewide CWRC teams and large regions may apply for the state/regional WRC Academy. ACT is also now offering a county-level program that allows individual counties in non-participating states to join the ACT WRC initiative.

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CABARRUS COUNTY

BOARD OF COMMISSIONERS WORK SESSION

DECEMBER 1, 2014
6:15 P.M.

AGENDA CATEGORY:

Discussion Items for Action at December 15, 2014 Meeting

SUBJECT:

BOC - Commissioner Appointments for 2015

BRIEF SUMMARY:

The following chart outlines Commissioner appointments to various boards and committees and appointments as liaisons to the surrounding municipalities for 2015.

The Commissioner appointment to the Cardinal Innovations Healthcare Solutions Oversight Committee being vacated by former Commissioner Chris Measmer expires July 31, 2015. It is requested to appoint Commissioner Grace Mynatt to complete that unexpired term.

TAC-TCC Cabarrus-Rowan Urban Area Metropolitan Planning Organization

The Metropolitan Planning Organization (MPO) requests the appointment of representatives to the TAC & TCC as indicated in the attached letter. In addition to Commissioner Poole and Morris' appointments included in the following chart, it is requested that Jonathan Marshall be reappointed to the TCC for a one-year term and Susie Morris be appointed as an alternate to the TCC, for a one-year term.

REQUESTED ACTION:

Motion to approve the Commissioner appointments for 2015 as set forth in the Agenda.

Motion to appoint Commissioner Mynatt to the Cardinal Innovations Healthcare Solutions Oversight Committee for an unexpired term ending July 31, 2015.

Motion to reappoint Jonathan Marshall to the TCC and appoint Susie Morris as an alternate to the TCC, for one-year terms ending December 31, 2015.

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:

Megan Smit, Clerk to the Board

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

- [Letter](#)
 - [Appointment Chart](#)
-



CABARRUS - ROWAN URBAN AREA METROPOLITAN PLANNING ORGANIZATION

CABARRUS COUNTY • CHINA GROVE • CLEVELAND • CONCORD • GRANITE QUARRY • HARRISBURG • KANNAPOLIS • LANDIS
MIDLAND • MOUNT PLEASANT • ROCKWELL • EAST SPENCER • ROWAN COUNTY • SALISBURY • SPENCER • FAITH

November 5, 2014

Mr. Mike Downs, Manager
Cabarrus County
P. O. Box 707
Concord, North Carolina 28026

SUBJECT: 2015 appointments to the Transportation Advisory Committee (TAC) and the Technical Coordinating Committee (TCC) of the Cabarrus-Rowan Urban Area Metropolitan Planning Organization (CRMPO)

Dear Mr. Downs,

As you are aware, each year the North Carolina Department of Transportation (NCDOT) requires the MPO to supply a list of current TAC and TCC representatives along with their alternates. Currently, Commissioner Elizabeth Poole is the appointed member and Steve Morris is the representative serving as the alternate to represent Cabarrus County on the TAC. Jonathan Marshall is currently the TCC representative with Susie Morris serving as the alternate. Please notify the MPO as to who will serve in 2015 as your designated appointees to the TAC, as well as the TCC (staff) appointee and alternate. The TAC and TCC appointees must be available to attend regular monthly meetings and also participate on regional transportation planning committees. Attendance at the meetings is critical to the success of our planning efforts and to bring information back to their respective communities. A schedule of the meetings will be sent to your designated representative.

As most of the current TAC members are aware, a new requirement has been added to serve as a member or alternate of the TAC. TAC members are subject to provisions of the NC State Government Ethics Act, Chapter 138A of the NC General Statutes. There are two specific requirements: 1) State of Economic Interest (SEI) application, and 2) Real Estate Disclosure Form. Current MPO TAC members and their alternate or designee must electronically file their SEI and Real Estate Disclosure Form annually by April 15th. This information can be found at <http://www.ethicscommission.nc.gov/sei>. Go to Statement of Economic Interest and click on MPO/RPO filers.

Please provide current contact information for your selected individuals to include mailing address, telephone number, fax number and e-mail address to Connie Cunningham at the CRMPO office by January 5, 2015. You may email your information to ccunningham@mblsolution.com or mail to Connie Cunningham, Cabarrus Rowan MPO, 135 Cabarrus Avenue East, Concord, NC 28025

Thank you for your attention to this matter.

Sincerely,

Phil Conrad

Phil Conrad
Cabarrus Rowan MPO Director

NAME OF BOARD	MEETING DATE	MEETING TIME	MEETING LOCATION	MEMBER	LIAISON	ALTERNATE	VOTE	NOTES
Active Living and Parks Commission	3rd Thursday	6:00 p.m.	Concord Senior Center		Shue		N	
Animal Protection and Preservation Committee	1st Monday or varies	7 p.m.	Governmental Center	Poole		Morris	Y	
Cabarrus County Board of Education - Business Mtg.	1st Monday	6:00 p.m. (Business)	Old Airport Road		Mynatt	Honeycutt	N	
Cabarrus County Board of Education - Work Session	3rd Monday	6:00 p.m. (Wk. Session)	Old Airport Road		Honeycutt	Mynatt	N	
Cabarrus County Partnership for Children (Smart Start)	4th Tuesday (Recommendation to meet bi-monthly.)	Noon	2353 Concord Lake Road, Suite 160	Morris			Y	
Cabarrus Planning and Zoning Commission	2nd Tuesday	7:00 p.m.	Governmental Center		Mynatt	Shue	N	
Cabarrus-Rowan Urban Area MPO Transportation Adv. Comm.	4th Wednesday (except July/Dec.)	5:30 p.m.	Varies	Poole		Morris	Y	
Cardinal Innovations (replaced PBH)	3rd Thursday	6:30 p.m.		Mynatt				Term ends 7/31/15
Centralina Economic Development Commission	3rd Thursday	4:00 p.m.	COG Office	Planning Staff	Planning Staff	Planning Staff		
Centralina Workforce Development Consortium	Bi-Monthly 2nd Tuesday	4:30	Varies	Poole			Y	
City of Concord	2nd Thursday	6:00 p.m.	Council Chambers		Poole		N	
City of Kannapolis	2nd & 4th Mondays	6:00 p.m.	Train Station		Morris		N	
City of Locust	1st Thursday	7:30 p.m.	City Hall		Shue		N	
Cooperative Extension Service	Quarterly	6:00 p.m.	Extension Office		Honeycutt		N	
Council of Planning – NC 73 Corridor	Quarterly, 3rd Tuesday	2:00 p.m.	Varies	Honeycutt		Poole	Y	
Exit 49 Taskforce	As Needed		CVB Office		Poole	Downs	Y	
Fire Departments & First Responder Advisory Committee	March, June, Sept. & Dec.	7:00 p.m.	Different VFD's Host		Poole	Shue	N	
Forester	No Meetings - Direct contact w/ Liaison	NA	NA		Shue		N	
Home and Community Care Block Grant Advisory Committee	March 30 & April 10 (subject to change)	TBD	Senior Center	Honeycutt			N	
Human Services Advisory Board	2nd Wednesday	1:30 p.m.	HSC Board Room	Mynatt			Y	
Juvenile Crime Prevention Council	3rd Wednesday	7:30 a.m.	Governmental Center	Morris			Y	
Kannapolis Board of Education	2nd Monday	Varies	Central Office		Shue	Mynatt	N	
Library Board of Trustees	1-19; 3-15; 5-17; 7-19; 9-20; and 11-15 (3rd Thursdays)	4:30 p.m.	Libraries - Rotate		Morris		N	
Local Emergency Planning Committee	2-1; 5-2; 8-1; and 11-7	3:00 p.m.	Emergency Mgmt. Dept. - EOC		Honeycutt		Y	
Public Health Authority of Cabarrus County	2nd Tuesday	5:30 p.m.	HSC Board Room	Morris			Y	Term ends 6/30/16
Region F Aging Advisory Committee	Quarterly - Thursday (March 29 and June 14)	1 p.m.	COG Office		Shue		N	
Rowan-Cabarrus Community College Board of Trustees	Last Monday of Month (except July & Dec.)	4:00 p.m.	Varies		Morris		N	Term ends 6/30/17
Senior Centers Advisory Council	3rd Monday	11:00 a.m.	Senior Center		Honeycutt		N	
Soil & Water Conservation District	1st Tuesday	5:15 p.m.	Governmental Center		Shue		N	
Tourism Authority (CVB)	4th Wednesday	8:00 a.m.	CVB Office	Poole			Y	Term ends 6/30/15
Town of Harrisburg	2nd Monday	7:00 p.m.	Town Hall		Honeycutt		N	
Town of Midland	2nd Tuesday	7:00 p.m.	Town Hall		Shue		N	
Town of Mt. Pleasant	1st Monday (except June & August) No July or Sept meeting	7:00 p.m.	Town Hall Auditorium		Mynatt		N	
Transportation Advisory Board	2-1; 4-4; and 6-13	9:00 a.m.	CCTS Conference Room		Morris		N	
Water and Sewer Authority	3rd Thursday	5:00 p.m.	WSACC - 232 Davidson Hwy.	Poole & Marshall			Y	Term ends 6/30/15
Watershed Improvement Commission	3rd Tuesday - Bimonthly	6:30 p.m.	Governmental Center		Morris		N	
Youth Council	2nd and 4th Monday	6:00 p.m.	Varies		Mynatt		N	



CABARRUS COUNTY

BOARD OF COMMISSIONERS WORK SESSION

**DECEMBER 1, 2014
6:15 P.M.**

AGENDA CATEGORY:

Discussion Items for Action at December 15, 2014 Meeting

SUBJECT:

BOC - Designation of Voting Delegate for NCACC Legislative Goals Conference

BRIEF SUMMARY:

Each county is requested to designate a commissioner or other elected official as a voting delegate for the 2015 Legislative Goals Conference scheduled for January 15-16 in Pinehurst.

REQUESTED ACTION:

Motion to designate a commissioner as the County's voting delegate.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Megan Smit, Clerk to the Board

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

[Voting Delegate Form](#)



**VOTING DELEGATE DESIGNATION FORM
LEGISLATIVE GOALS CONFERENCE
January 15-16, 2015 (Thursday – Friday)
Pinehurst Resort – Moore County**

NOTE: Please place this action on your board meeting agenda.

Each Board of County Commissioners is hereby requested to designate a commissioner or other official as a voting delegate for the 2015 Legislative Goals Conference. Each voting delegate should complete and sign the following statement and **RETURN IT TO THE ASSOCIATION NO LATER THAN FRIDAY, JANUARY 2, 2015.**

PLEASE RETURN FORM TO SHEILA SAMMONS, CLERK TO THE BOARD BY EMAIL: SHEILA.SAMMONS@NCACC.ORG OR FAX: 919-719-1172.

I, _____, hereby certify that I am the duly designated voting delegate for _____ County at the North Carolina Association of County Commissioners 2015 Legislative Goals Conference.

Signed: _____

Title: _____

Article VI, Section of the Association’s Constitution provides:

“On all questions, including the election of officers, each county represented shall be entitled to one vote, which shall be the majority expression of the delegates of that county. The vote of any county in good standing may be cast by any one of its County Commissioners who is present at the time the vote is taken; provided, if no commissioner be present, such vote may be cast by another county official, elected or appointed, who holds elective office or an appointed position in the county whose vote is being cast and who is formally designated by the Board of County Commissioners. These provisions shall likewise govern district meetings of the Association. A county in good standing is defined as one which has paid the current year’s dues.”



CABARRUS COUNTY

BOARD OF COMMISSIONERS WORK SESSION

**DECEMBER 1, 2014
6:15 P.M.**

AGENDA CATEGORY:

Discussion Items for Action at December 15, 2014 Meeting

SUBJECT:

BOC - Resolution Establishing the Board of Commissioners' 2015 Meeting Schedule

BRIEF SUMMARY:

The following resolution establishes the Board's meeting schedule for 2015.

REQUESTED ACTION:

Motion to adopt resolution.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Megan Smit, Clerk to the Board

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

[Resolution](#)



**RESOLUTION
ESTABLISHING THE REGULAR MEETING SCHEDULE
FOR CALENDAR YEAR 2015**

WHEREAS, the regular agenda work sessions of the Cabarrus County Board of Commissioners are currently held on the first Monday of each month at 4:00 p.m. in the Multipurpose Room at the Governmental Center; and

WHEREAS, the regular meetings of the Board of Commissioners are held on the third Monday of each month at 6:30 p.m. in the Commissioners' Meeting Room at the Governmental Center; and

WHEREAS, the Martin Luther King, Jr. holiday requires a change in the regular meeting date in January 2015 and the Christmas holiday requires a change in the regular meeting date in December 2015; and

WHEREAS, the Easter holiday requires a change in the agenda work session meeting date in April 2015, the Labor Day holiday requires a change in the agenda work session meeting date in September 2015, and the Christmas holiday requires a change in the agenda work session meeting date in December 2015; and

NOW, THEREFORE, BE IT RESOLVED, the Cabarrus County Board of Commissioners, pursuant to North Carolina General Statute 153A-40(a), does hereby:

- (1) Establish the Board's regular agenda work session schedule to meet at 4:00 p.m. in the Multipurpose Room at the Governmental Center on the following dates:

January 5, 2015	July 6, 2015
February 2, 2015	August 3, 2015
March 2, 2015	September 8, 2015 (<i>Tuesday</i>)
April 7, 2015 (<i>Tuesday</i>)	October 5, 2015
May 4, 2015	November 2, 2015
June 1, 2015	December 1, 2015 (<i>Tuesday</i>)

- (2) Establish the Board's regular meeting schedule to meet at 6:30 p.m. in the Commissioner's Meeting Room at the Governmental Center on the following dates:

January 20, 2015 (<i>Tuesday</i>)	July 20, 2015
February 16, 2015	August 17, 2015
March 16, 2015	September 21, 2015
April 20, 2015	October 19, 2015
May 18, 2015	November 16, 2015
June 15, 2015	December 14, 2015

- (3) Sets a NCACC Legislative Goals Conference in Pinehurst, North Carolina on January 15 – 16, 2015; and

- (4) Sets the Cabarrus Summit 2015 at the Cabarrus Arena and Events Center on January 29, 2015 at 5:30 p.m.; and
- (5) Sets a Board retreat, in the Multipurpose Room at the Governmental Center on January 30 at 4:00 p.m. and January 31, 2015 at 8:00 a.m.; and
- (6) Sets the NACo Legislative Conference in Washington, DC, on February 21-25, 2015; and
- (7) Sets a Strategic Planning Session for a one-day retreat, in the Multipurpose Room on March 23, 2014 at 8:00 a.m.
- (8) Sets the NCACC County Assembly Day and Legislative Reception in Raleigh on May 6, 2015; and
- (9) Sets budget workshop meetings on May 26 and 28, 2015 from 4:00 p.m. in the Multipurpose Room in the Governmental Center; and
- (10) Sets the NACo Annual Conference in Charlotte, NC on July 10 – 13, 2015; and
- (11) Sets the NCACC Annual Conference in Greenville, NC on August 20-23, 2015; and
- (12) Resolve that any recessed, special or emergency meeting will be held as needed with proper notice as required by North Carolina General Statute 153A-40.

BE IT FURTHER RESOLVED that any recessed, special or emergency meeting will be held as needed with proper notice as required by North Carolina General Statute 153A-40.

Adopted this the 15th day of December, 2014.

_____, Chairman
Board of Commissioners

Attest:

Megan Smit, Clerk to the Board



CABARRUS COUNTY

BOARD OF COMMISSIONERS WORK SESSION

**DECEMBER 1, 2014
6:15 P.M.**

AGENDA CATEGORY:

Discussion Items for Action at December 15, 2014 Meeting

SUBJECT:

County Manager - FY 2015 General Fund Budget

BRIEF SUMMARY:

Discuss Board of Commissioners' short and long term priorities as they are related to the County's General Fund Budget

REQUESTED ACTION:

Provide direction to staff should implementation of any new priorities require a change in current operations or have budgetary implications.

EXPECTED LENGTH OF PRESENTATION:

15 Minutes

SUBMITTED BY:

Mike Downs, County Manager
Pamela S. Dubois, Deputy County Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:



CABARRUS COUNTY
BOARD OF COMMISSIONERS
REGULAR MEETING

DECEMBER 15, 2014
6:30 P.M.

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

AIR FORCE JUNIOR ROTC
MOUNT PLEASANT HIGH SCHOOL
MOUNT PLEASANT, NC

INVOCATION

DR. TERRY FAULKENBURY, SENIOR PASTOR
WEST CABARRUS CHURCH
CONCORD, NC

A. APPROVAL OR CORRECTION OF MINUTES

1. Approval or Correction of Meeting Minutes

B. APPROVAL OF THE AGENDA

C. RECOGNITIONS AND PRESENTATIONS

1. BOC – Proclamation – Dr. Martin Luther King, Jr. Day
2. EMS – Recognition of EMS Personnel for Recent Competition Victory

3. Planning and Development – Soil & Water – Recognition of Contestants in the NC Association of Soil & Water Conservation Districts Annual Conservation Education Competition

D. INFORMAL PUBLIC COMMENTS (Each speaker is limited to 3 minutes)

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 - 2015 Fees and Charges Policy
2. BOC - ACT Work Ready Communities
3. BOC - Commissioner Appointments for 2015
4. BOC - Designation of Voting Delegate for NCACC Legislative Goals Conference
5. Planning and Development - Elma C. Lomax Incubator Farm Extension of Temporary Agreement with Carolina Farm Stewardship Association
6. BOC - Mt. Pleasant Middle School Agency Agreement
7. BOC - New Odell Grades 3-5 Elementary School Agency Agreement and Title Transfer
8. BOC - Resolution Establishing the Board of Commissioners' 2015 Meeting Schedule
9. County Manager - Contractual Incentive Payments for SMG (Cabarrus Arena)
10. County Manager - Match State Salary Increase for Locally Funded Positions on RCCC Staff
11. Infrastructure & Asset Management - Request to Close a Portion of North Drive
12. Salisbury-Rowan Community Action Agency, Inc. - Presentation of FY 15-16 Application for Funding
13. Sheriff – Contract for Subscriber as a Service with Motorola Solutions for New Radios
14. Tax Administration - Refund and Release Report - November 2014

G. NEW BUSINESS

1. County Manager – FY 2015 General Fund Budget

H. APPOINTMENTS TO BOARDS AND COMMITTEES

- 1. Appointments - Adult Care Home Community Advisory Committee
- 2. Appointments and Removals - Active Living and Parks Commission
- 3. Appointments and Removals - Cabarrus County Planning and Zoning Commission
- 4. Appointments and Removals - Cabarrus County Senior Centers Advisory Council

I. REPORTS

- 1. Cabarrus County Tourism Authority – FY 2014 Year End Financials
- 2. County Manager - Monthly Reports on Building Activity
- 3. DHS – Quarterly Report
- 4. DHS – Transportation – Quarterly Report
- 5. EDC - November 2014 Monthly Summary Report
- 6. BOC - Receive Updates from Commission Members Who Serve as Liaisons to Municipalities or on Various Boards/Committees
- 7. Request for Applications for County Boards/Committees

J. GENERAL COMMENTS BY BOARD MEMBERS

K. WATER & SEWER DISTRICT OF CABARRUS COUNTY

L. CLOSED SESSION

M. ADJOURN

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.

Scheduled Meetings:

January 5	Work Session	4:00 p.m.	Multipurpose Room
January 20	Work Session	6:30 p.m.	BOC Meeting Room
January 29	Cabarrus Summit	5:30 p.m.	Cabarrus Arena
January 30	Board Retreat	4:00 p.m.	Multipurpose Room
January 31	Board Retreat	8:00 a.m.	Multipurpose Room
February 2	Work Session	4:00 p.m.	Multipurpose Room
February 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.

Channel 22 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.



CABARRUS COUNTY

BOARD OF COMMISSIONERS WORK SESSION

DECEMBER 1, 2014
6:15 P.M.

AGENDA CATEGORY:

Closed Session

SUBJECT:

Closed Session - Discussion of the Negotiation and/or Sale of Real Property

BRIEF SUMMARY:

A closed session is needed to discuss the negotiation and/or sale of real property as authorized by NCGS 143-318.11(a)(5).

REQUESTED ACTION:

Motion to go into closed session to discuss the negotiation and/or sale of real property as authorized by NCGS 143-318.11(a)(5).

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Mike Downs, County Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:



**CABARRUS COUNTY BOARD OF COMMISSIONERS
CHANGES TO THE AGENDA
DECEMBER 1, 2014**

ADDITIONS:

Discussion Items for Action at December 15, 2014 Meeting

**4.14 Sheriff – Contract for Subscriber as a Service with Motorola Solutions for New Radios
Pg. 271**



CABARRUS COUNTY

BOARD OF COMMISSIONERS WORK SESSION

**DECEMBER 1, 2014
6:15 P.M.**

AGENDA CATEGORY:

Discussion Items for Action at December 15, 2014 Meeting

SUBJECT:

Sheriff – Contract for Subscriber as a Service with Motorola Solutions for New Radios

BRIEF SUMMARY:

The County currently has 525 radios for public safety in operation. All of which will reach end of support in the coming year. We have added money into the CIP to begin a gradual replacement spread out over the next few years. In a joint effort, Motorola has proposed Subscriber as a Service, which will allow us to replace all radios at one time and spread the cost out over the next six years to include maintenance and any other service needs that would arise with the radio (subscribers).

As a service, the county would not own the radios, but would pay monthly for the use and service of the radios. This would allow us to budget a consistent number for the next six years and allow us to maintain the latest in technology after the first six-year cycle by replacing the radios with new ones and repeating the process for the next six years, with three cycles built into the contract over eighteen years of replace and/or exit clauses.

When factoring in the appropriated money in the CIP, and our current maintenance pricing, we would spend the same amount of money doing it this way as we would if we implemented the gradual approach to replacement.

REQUESTED ACTION:

Motion to approve the contract between Cabarrus County and Motorola Solutions; and authorize the County Manager to execute the contract on behalf of Cabarrus County, subject to review and/or revision by the County Attorney.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Paul Hunt, Chief Deputy

DEVICE MANAGEMENT AGREEMENT

This Device Management Agreement (“**Agreement**”), dated as of ____ ____, 2014 (the “**Effective Date**”), is made by and between Motorola Solutions, Inc. (“**Motorola**”), a Delaware Corporation with its main offices located at 1301 Algonquin Rd. Schaumburg, Illinois 60196, and _____ (“**Customer**”), with offices at _____. Motorola and Customer may be referred to individually herein as a Party or together as Parties.

In consideration of the mutual promises and the other terms and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. SCOPE OF AGREEMENT. Motorola will provide to Customer the Motorola Provided System and related services for its use in exchange for a annual recurring charge (“ARC”). Motorola will provide to Customer the Motorola Provided System, services and Deliverables (if any) set forth in the Statement(s) of Work, attached as Exhibit A or in Statements of Work executed by the Parties in the future (“Services”).

2. DEFINITIONS.

Capitalized terms used in this Agreement (including any Appendices or SOWs) have the meaning set forth in this section. Other capitalized terms are defined by the context in which they are used.

“**Affiliate**” means, with respect to each Party, any individual or entity (e.g., a corporation, subsidiary, limited liability company, partnership, etc.) that, at the applicable time, directly or indirectly controls, is controlled with or by or is under common control with, a Party.

“**Agreement**” means this Device Management Agreement including all: (i) SOWs, (ii) Appendices, (iii) other attachments hereto, and (iv) other documents incorporated herein by reference.

“**Applicable Laws**” means any applicable laws, regulations, ordinances, or court or administrative orders or decrees of any federal, state, local or other governmental unit that has jurisdiction in the given circumstances, related directly to the subject matter of this Agreement (including governmental units of countries other than the United States, to the extent Services are provided from such countries).

“**Confidential Information**” means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential Information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

“Customer Data” means (i) any data or information of Customer or its end users that is provided to or obtained by Motorola or Motorola Personnel in the performance of its obligations under this Agreement, and (ii) data or information provided by Customer to Motorola which is entered into any software, equipment or system by or on behalf of Customer, including any such information as stored in or processed through any equipment, software or system.

“Customer Provided System” means any hardware, software, electronic data storage system, voice or data circuit, telephony system, other network components and resources, or other electronic system owned or possessed by Customer that Motorola Personnel or Motorola Provided Systems must access, connect to, or use in connection with providing the Services.

“Deliverables” means all works, data, object code software and other materials required to be delivered by Motorola, either alone or with others, pursuant to a given SOW, including all developments, written reports, requirements documents, specifications, program materials, flow charts, notes, and outlines, developed in the course of and solely for the purpose of providing the Services to Customer, all of which shall remain Motorola’s Intellectual Property.

“Documentation” means any materials (e.g., user manuals, training manuals, etc.) published or otherwise made available or provided by Motorola that relate to the functional, operational, or performance capabilities of the Services or the Motorola Provided Systems.

“Equipment” means the hardware components of the Motorola Provided System.

“Intellectual Property” means any patents and patent applications, know-how, processes, methods, designs, industrial design rights, trademarks, service marks, trade names, trade dress, copyrights, mask works, trade secrets, moral rights, inventions and technology (whether or not patentable), confidential and proprietary information, domain names, software, databases and other collections and compilations of data, rights of publicity and privacy, and other intellectual property to which rights are conferred by contract or by any Applicable Law.

“Milestone” means any deadline(s) and schedule(s) for performance set forth in a SOW or any timeline agreed upon by the parties in writing.

“Motorola Provided System” means any hardware, software, electronic data storage system, voice or data circuit, telephony system, including subscribers, other network components and resources, or other electronic system that Motorola uses to provide the Services or to which Motorola provides Customer access in connection with the Services (excluding, for the avoidance of doubt, the Customer Provided Systems).

“Personnel” means the directors, officers, employees, partners, agents, advisers, independent contractors, and subcontractors of a Party and its Affiliates or of another entity, as applicable; provided that the Personnel of Motorola and its Affiliates shall not be deemed to be Personnel of Customer.

“Required Consents” means any consents or approvals required for a Party, its Affiliates and its/their Personnel, to use Motorola Provided System, Customer Provided System, any Electronic

System or other applicable property, of the other Party for the purposes contemplated by this Agreement.

“**Service Taxes**” means any and all sales, use, excise, value added (including without limitation VAT), service, lease, personal property, consumption and other similar taxes and duties that are assessed against either Party on the provision or receipt of the Services as a whole, or on any particular Service received by Customer or its Affiliate from Motorola, excluding income taxes.

“**Termination Charges**” means the payment that is required to be made by Customer upon termination of this Agreement, as set forth in Exhibit C.

3. SERVICES.

3.1 **Services.** Motorola and Customer will perform their respective responsibilities as described in this Agreement, including its Exhibits. To enable Motorola to perform the Services, Customer will provide to Motorola reasonable access to relevant Customer information, personnel, systems, and office space when Motorola’s employees are working on Customer’s premises, and other general assistance. Further, if any Equipment is installed, stored, or located on Customer’s property, in order to provide the Services, Customer will provide, at no charge, a non-hazardous environment with adequate shelter, heat, light, and power and full and free access to the Equipment. If the Statement of Work contains assumptions that affect the Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management and third party approvals or consents that are reasonably necessary for Motorola to perform the Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

3.2 **Equipment.** If Motorola provides Equipment in order to enable the Services, Customer will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies and regulations relating to the Equipment. Customer will not make any alterations, additions or improvements to the Equipment without Motorola's prior written consent. Motorola will be entitled to inspect the Equipment or observe its use and operation during reasonable business hours. Only Customer and its personnel will use and operate the Equipment during the Agreement.

3.2.1 **Risk of Loss.** Risk of loss to any Equipment provided to Customer as part of the Services will reside with Customer upon delivery and will remain with Customer until Equipment is returned to Motorola or its agent. Customer will provide, at no charge, a non-hazardous environment with adequate shelter, heat, light, and power and full and free access to the Equipment. In the event of loss, theft, damage beyond repair, or damage resulting from inappropriate use of Equipment, Customer will pay Motorola to replace the Equipment. The amount of any such repayment shall be Motorola’s Domestic User Price (DNU) less the discounts on the State of North Carolina NC-725G contract at the time of the replacement. Customer will

promptly provide Motorola with written notice of any such events and provide all related information and documentation.

3.2.2 **Insurance.** Customer will, at its expense, maintain at all times during the Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Motorola. With Motorola's prior written consent, Customer may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the Casualty Value (as defined below). The Casualty Value shall be all ARC payments accrued and unpaid in addition to the net present value of all remaining ARC payments which would have otherwise have occurred discounted at 3% per annum from the relevant date. Each insurance policy will name Customer as an insured and Motorola or it's Financial Assigns as additional insureds, and will contain a clause requiring the insurer to give Motorola at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Motorola and its Assigns. Upon delivery of the Equipment and upon each insurance renewal date, Customer will deliver to Motorola a certificate evidencing such insurance. In the event that Customer has been permitted to self-insure, Customer will furnish Motorola with a letter or certificate to such effect.

3.3 **SOW and Order of Precedence.** Motorola shall provide to Customer the services set forth in the SOW(s) and other services as the parties may mutually agree upon in writing from time to time ("Services"). All Services will be subject to the terms of this Agreement. In the event of a conflict among the terms of the documents that constitute this Agreement, the following order of precedence shall apply: (a) an Amendment (as defined below) shall control over any inconsistent terms in the document that it is amending (e.g., a SOW or this Agreement); (b) Terms of the SOW shall control over any inconsistent terms in this Agreement, for purposes of that individual SOW only.

3.4 **Change Order Procedure.** Unless otherwise set forth in a SOW, either Party may request changes to a SOW by providing written notice to the other Party. If the change request is accepted, within ten (10) business days after receipt of any such request (or such other period of time as is mutually agreed upon by the Parties), Motorola shall submit to Customer a proposed Change Order to the applicable SOW describing the impact, if any, of the requested changes on the compensation, schedule for performance, and other terms of the Agreement or applicable SOW. A Change Order must be signed by both parties in order to be effective. Absent the execution of an Amendment, the parties shall fulfill their obligations under each SOW and this Agreement without change.

4. **OPERATIONS.**

4.1 **Performance.** Motorola's performance of the Services will conform in all material respects to the applicable Statement of Work. Repair or replacement of any non-conforming Equipment will be provided as part of the Service and is further described in the SOW.

4.2 **Warranty Disclaimer.** **NEITHER MOTOROLA NOR ITS ASSIGNEES MAKE ANY EXPRESS OR IMPLIED WARRANTIES. ANY EQUIPMENT PROVIDED AS PART OF THE SERVICES IS PROVIDED "AS IS". ALL IMPLIED WARRANTIES AND**

COVENANTS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED. FURTHER, THE PARTIES AGREE THAT THEY HAVE NOT RELIED ON ANY REPRESENTATIONS MADE OUTSIDE OF THIS AGREEMENT AND THAT SUCH RELIANCE WOULD NOT BE REASONABLE.

4.3 **Recommendations.** Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, “recommendations”). Motorola makes no warranties concerning those recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.

4.4 **Customer Support Plan.** Unless otherwise agreed to in an SOW, within ninety (90) days after the execution of any given SOW, Motorola will develop and deliver to Customer a Customer Support Plan (“CSP”) that documents: (a) the manner in which Motorola will provide the Services under such SOW; and (b) the procedures, including problem escalation procedures, for the interaction of Customer and Motorola with respect to such Services and such SOW.

5. ADDITIONAL SERVICES.

If Customer requests Motorola to assume additional responsibilities, or perform additional services or tasks that are not included in the existing SOW(s) and require Motorola to provide additional resources of any nature, such services will be added to the applicable SOW in an amendment pursuant to **Section 3.4** (Change Order Procedure) along with applicable pricing.

6. SOFTWARE LICENSE.

6.1 **Motorola Software.** Use of Motorola owned software and third party software provided by Motorola, as necessary to receive the Services, shall be subject to the Software License Agreement attached hereto as **Exhibit B (Software License Agreement)**. All software licenses shall terminate upon termination of this Agreement or individual SOW.

6.2 **Other Licenses and Required Consents.** Each Party will provide the third-party licenses or Required Consents for which it is responsible to enable performance and use of the Services, Deliverables, Motorola Provided Systems or Customer Provided Systems respectively.

7. PROPRIETARY RIGHTS.

7.1 **Title to Equipment.** Motorola retains full legal title to, and property in, any Equipment provided to Customer. Equipment shall remain personal property of Motorola regardless of the manner in which Equipment may be attached or affixed to realty. Customer shall do all acts and enter into all agreements necessary to insure that the Equipment remains Motorola’s personal property. Customer shall keep the Equipment free and clear of all levies, liens and encumbrances. Customer will not grant any security interest in or otherwise dispose of the Equipment or any interest in this Agreement or the Equipment or; sublet or lend the Equipment or permit it to be used by anyone other than Customer or its personnel. If a court of competent jurisdiction determines that this Agreement is a lease intended for security, a loan secured by the Equipment,

or other similar arrangement, the parties agree that in such an event, to the extent permitted by law, Customer shall be deemed to have granted Motorola a first priority security interest in any Equipment provided. In anticipation of such event, Customer understands that Motorola, its agent or representatives, will file one or more UCC financing statements covering the Equipment and Customer will cooperate with such effort.

7.2 **IP Rights.** Each Party owns and retains all of its Proprietary Rights that exist on the Effective Date. Motorola owns and retains all Proprietary Rights that are developed, originated, or prepared in connection with providing the Deliverables or Services to Customer, and this Agreement does not grant to Customer any shared development rights. At Motorola's request and expense, Customer will execute all papers and provide reasonable assistance to Motorola to enable Motorola to establish the Proprietary Rights. Unless otherwise explicitly stated herein, this Agreement does not restrict a Party concerning its own Proprietary Rights and is not a grant (either directly or by implication, estoppel, or otherwise) of a Party's Proprietary Rights to the other Party.

7.3 **Ownership of Deliverables.** All Deliverables, and any Intellectual Property embodied therein, are and shall remain Motorola's property.

7.4 **Customer Data Ownership.** Customer Data is and will remain the sole property of Customer. Customer Data may be used by Motorola, as it deems necessary to provide the Services under this Agreement.

8. **COMPENSATION.**

8.1 **Fees.** Fees for the Services are set forth in Exhibit C. Unless the Parties agree in writing to change the fees, the fees will remain the same for a period of six (6) years. At the end of the sixth (6th) year and every 6 years thereafter, fees will be increased in accordance with the Consumer Price Index, as set forth in Exhibit C. Customer will pay the ARC for on-going services. Motorola will deliver invoices for the ARC in the annually forty-five (45) days preceding the annual anniversary of the Effective Date.

8.2 **Payment.** Customer will pay Motorola's invoices within thirty (30) days from the date of invoice. All fees, expenses and all other amounts under this Agreement are payable in U.S. Dollars. Payments received later than ten (10) days from the due date will bear interest at the maximum rate allowable by law from the due date.

8.3 **Funding.** ARC payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever, including without limitation, any dispute between Customer and Motorola relating to Motorola's performance with respect to the Services. Customer reasonably believes that funds can be obtained sufficient to make all ARC payments during the Term and represents that it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period. Further, Customer will do all things lawfully within its power to obtain, maintain and properly request and pursue funds from which the payment for Services may be made. Customer represents that any Equipment provided will only be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation. Customer

certifies that the statements made and information provided in Exhibits D, E, F and G (Statement of Essential Use/Source of Funds; Resolution, Certificate of Incumbency; and Opinion of Counsel) are true and accurate.

8.4 **Taxes.** Customer will pay Motorola all taxes, fees, and assessments that may be imposed by any governmental entity or taxing authority on or relating to the Services (including any annual rental charges or other periodic payments included therein), whether imposed on Motorola or Customer, including all license and registration fees, environmental fees, and all sales, use, and personal property taxes, and any penalties, fines and interest thereon. If Customer is required by law or administrative practice to make any report or return with respect to personal property taxes and such report or return includes assets owned by Motorola, Customer will promptly give Motorola notice and cooperate with Motorola at Customer's expense to ensure that such action is properly made and Motorola's interests are accurately reflected. Motorola and Customer shall cooperate at Customer's expense to minimize the total taxes paid by either Party.

8.5 **Records.** Both Parties shall maintain records and books in the normal course of its business.

9. TERM AND TERMINATION.

9.1 **Term.** This Agreement will become effective as of the Effective Date and will continue for a period of eighteen (18) years ("Term"), unless earlier terminated, or renewed or extended, as provided for herein. The Term may be extended by written agreement.

9.2 **Termination for Cause.**

9.2.1 **Customer.** Customer may terminate this Agreement, in whole or in part, upon providing written notice to Motorola in accordance with Section 17.5 (Notices) below, if Motorola: (i) commits any material breach of this Agreement that is curable by Motorola and Motorola fails to cure such breach or present a cure plan within sixty (60) days after Motorola's receipt of notice of breach; (ii) commits a material breach of this Agreement that, by agreement of the Parties, is not capable of being cured. Termination of this Agreement for cause will automatically and simultaneously terminate any software license agreements provided by Motorola, including third party software licenses. Upon termination, Customer shall: (i) pay for any fees earned by Motorola for Services actually performed through the date of termination; (ii) pay for any Termination Charges set forth in Exhibit C; (iii) comply with any termination obligations set forth in the SOW, if any; and (iv) unless otherwise mutually agreed whereas Customer shall take title to the Equipment, return Equipment to Motorola or its agent within 30 days of termination.

9.2.2 **Motorola.** Motorola or its Assignees may terminate this Agreement, in whole or in part if: (i) Customer fails to make any payments required by this Agreement when due, or (ii) Customer fails to materially comply with any part of the Software License Agreement, or (iii) Customer materially breaches any of its obligations under this Agreement, or (iv) an attachment, levy or execution is threatened or levied upon or against the Equipment. Any one such failure constitutes an event of default providing Motorola and its assigns with the right to terminate for cause and triggering Motorola's security interest rights. In such case, Motorola may, at its option,

exercise any one or more of the following remedies: (i) by written notice to Customer, declare all amounts then due under the Agreement, and all remaining ARC payments due during the fiscal year in effect when the default occurs to be immediately due and payable; (ii) by written notice, require Customer at Customer's expense, to promptly return the Equipment to Motorola; (iii) sell or lease the Equipment, holding Customer liable for all ARC payments and other amounts due prior to the effective date of such sale or lease and for the difference between the purchase price, rental and other amounts paid by the purchaser and the Termination Charge set forth in Exhibit C that would otherwise be due as of the date of default; and (iv) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Agreement or to recover damages for the breach of this Agreement. In addition, Customer will remain liable for all covenants and indemnities under this Agreement and for all legal fees and other costs and expenses, including court costs, incurred by Motorola with respect to the enforcement of any of the remedies listed above or any other remedy available to Motorola. If Equipment is not returned as required above, Motorola may enter the premises where the Equipment is located, take immediate possession of, and remove the Equipment.

9.3 **Termination For Convenience.**

9.3.1 **Customer.** Customer may terminate this Agreement for its convenience at any time by providing ninety (90) days written notice. Customer will return all of the subscribers, at its own expense, to the address provided by Motorola. Upon termination, Customer shall: (i) pay for any fees earned by Motorola for Services actually performed through the date of termination; (ii) pay for any Termination Charges set forth in Exhibit C; (iii) comply with any termination obligations set forth in the SOW, if any.

9.3.2 **Motorola.** Motorola has the option to terminate this Agreement for its convenience at the end of every six years. Motorola may terminate this Agreement for its convenience at any time by providing ninety (90) days written notice. If Motorola terminates for its convenience, Customer will have the option to retain the subscribers in its possession. Customer must notify Motorola within thirty (30) days of receipt of Motorola's notice of termination whether it elects to retain the subscribers. In such case, title to the subscribers will automatically transfer on the termination date.

9.4 **Non-Appropriation of Funds.** Notwithstanding anything contained in this Agreement, in the event the funds appropriated by Customer's governing body or otherwise available by any means whatsoever in any fiscal period are insufficient to pay for Services, this Agreement shall terminate on the last day of the fiscal period for which appropriations were received, without penalty or expense of any kind to Customer, except Customer will pay Motorola for any Services rendered prior to such termination. Customer will immediately provide written notice to Motorola or its Financial Assignee of such occurrence. In the event of such termination, Customer agrees to peaceably surrender possession of the Equipment to Motorola or its Financial Assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Motorola. If Customer fails to deliver possession of the Equipment within thirty (30) days to Motorola upon termination by reason of an event of nonappropriation, the termination

shall nevertheless be effective, but Customer shall be responsible for the payment of damages in an amount equal to the portion of ARC payments thereafter coming due that is attributable to the number of days after the termination during which the Customer fails to deliver possession and for reasonable, verifiable costs associated with Motorola's efforts to retrieve the Equipment, as a result of Customer's failure to deliver possession as required. Motorola or its Financial Assignee will have all legal and equitable rights and remedies to take possession of the Equipment. Notwithstanding the foregoing, Customer agrees, to the extent not prohibited by law, that it will not cancel this Agreement under the provisions of this Section if any funds are appropriated to it, or by it, for retention of the Services.

10. TRANSITION SERVICES.

10.1 Transition Rights.

10.1.1 Disengagement. Upon expiration or termination of this Agreement (or any SOW) by either party for any reason, Motorola at its option may provide Customer with reasonable transition Services ("**Transition Services**") at Customer's expense, for up to six (6) months after expiration or termination (the "**Transition Period**"). Transition Services will include services necessary to transition Services to another provider or in-house to Customer, as designated by Customer. If Customer fails to pay transition fees as set forth under this Agreement, Motorola shall have no obligation to provide or continue to provide any Transition services.

10.1.2 Cooperate. At Customer's expense, Motorola shall cooperate with Customer to promote a smooth transition throughout the Transition Period.

10.1.3 Customer's Direction. Subject to the terms of this Agreement, Customer shall have the right to control the timing and duration of Transition Services. Notwithstanding, Transition Services will not exceed six (6) months. The Transition Services will include, at Customer's expense and agreement of the Parties, the extension of all or a portion of the Services, on a month-to-month basis in exchange for the ARC in effect at the time of termination, to be paid pro-rated in advance of providing the monthly Services. During the pendency of the Transition Services, Customer may not receive a technology refresh.

10.1.4 Charges. For extensions of Services that Customer was receiving from Motorola prior to the applicable expiration or termination date, the fees applicable to such Services will be charged at the rates that Customer was paying prior to such expiration or termination. For all other Transition Services, Motorola will charge Customer fees based on Motorola's then-standard rates. Motorola shall have no obligation to perform any Transition Services unless such charges are documented pursuant to **Section 3.4** (Change Order Procedures).

10.1.5 Additional Terms. Customer's payment of any fees for Transition Services shall be a waiver of Customer's right to claim the amount of such payment as damages, in the event Motorola has breached this Agreement or the applicable SOW. Motorola may require, as a condition precedent to providing such Transition Services, that Customer pre-pay, on a monthly basis, the reasonably expected cost of the Transition Services for the following month. Notwithstanding anything to the contrary in this Agreement, termination of this Agreement will

not terminate any licenses granted under this Agreement that would have otherwise terminated on the date of such termination, until expiration of the Transition Period.

10.2 **Discontinuance/Disablement of Services**. Motorola will not be responsible for provision of Services during and in conjunction with Customer authorized downtime, emergency service issues, or other issues caused by factors beyond the reasonable control of Motorola and for Customer's failure to pay invoices, Customer acknowledges and agrees that minimal, routine interruptions may occur from time to time and that scheduled interruptions may be necessary to provide the Services.

11. PERSONNEL.

11.1 **Responsibility**. Each Party is responsible for its own Personnel.

11.2 **Independent Contractors**. Each party will perform its duties under this agreement as an independent contractor. The parties and their Personnel will not be considered to be employees or agents of the other party. Nothing in this agreement will be interpreted as granting either party the right or authority to make commitments of any kind for the other. This agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

11.3 **Key Personnel**. Each SOW may identify certain Motorola Personnel as key personnel ("**Key Personnel**"). Motorola, in its sole discretion may replace Key Personnel without notice to Customer.

12. CONFIDENTIALITY.

12.1 **Confidential Information**.

12.1.1 **Confidentiality Obligation**. During the term of this Agreement, the parties may provide each other with Confidential information. Each party may be a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. During the term of this Agreement and for a period of three (3) years from the expiration or termination of this Agreement, recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this agreement; (iii) not reverse engineer, de-compile or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

12.1.2 **Exceptions.** Recipient is not obligated to maintain as confidential, Confidential Information that recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this agreement; (ii) is explicitly approved for release by written authorization of discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by recipient without the use of any of discloser's Confidential Information or any breach of this Agreement.

12.1.3 **Required Disclosures.** If a recipient is required to disclose Confidential Information pursuant to applicable law, statute, or regulation, or court order, the recipient will give to the discloser prompt written notice of the request and a reasonable opportunity to object to such disclosure and seek a protective order or appropriate remedy. If, in the absence of a protective order, the recipient determines, upon the advice of counsel, that it is required to disclose such information, it may disclose only Confidential Information specifically required and only to the extent required to do so.

12.1.4 **Ownership and Retention.** All Confidential Information remains the property of the discloser and will not be copied or reproduced without the express written permission of the discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of discloser's written request, recipient will return all Confidential Information to discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

12.2 **Miscellaneous.**

12.2.1 **Party Notification.** The parties shall promptly notify each other upon the discovery of the loss, unauthorized disclosure or unauthorized use of Confidential Information within the other Party's control and cooperate, at no additional charge, in the investigation and mitigation of any such unauthorized disclosure. A Party shall promptly, (i) provide the other Party with detailed information regarding any such unauthorized disclosure, including how and when such disclosure occurred and what actions the Party is taking to remedy such disclosure, and (ii) cooperate with in investigating such disclosure

12.2.2 **Return or Destruction of Confidential Information.** Within ten (10) days following the earlier of: (i) termination or expiration of this Agreement or any SOW and the completion of all Transition Services related thereto, and (ii) upon written request by either Party as to that Party's Confidential Information, the Recipient must, at the Recipient's discretion, either return to the Discloser all Confidential Information (including all copies/derivatives thereof); or certify in writing to the Discloser that such Confidential Information (including all copies/derivatives thereof) has been destroyed in such a manner that it cannot be retrieved.

13. INDEMNIFICATION.

13.1 **Indemnification by Motorola.** Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

13.2 **Indemnification by Customer.** Customer will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or damage to property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, including but not limited to causes of action for damages related to tracking, location based services ("LBS"), breach of privacy, and the use or misuse of Personal Identifiable Information (PII) provided that Motorola gives Customer prompt, written notice of any such claim or suit. Motorola shall cooperate with Customer in its defense or settlement of such claim or suit. Further, to the extent permitted by law, Customer will indemnify and hold Motorola and its assigns harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorneys' fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, delivery, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon.

14. LIMITATION OF LIABILITY.

14.1 **Limitation.** Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the amount paid by Customer to Motorola for the Services provided during the twelve months prior to the occurrence giving rise to the claim. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT, SOW AND ATTACHMENTS. FURTHER, MOTOROLA DISCLAIMS LIABILITY FOR DAMAGES RELATING TO LOSS OF VALUE OF THE EQUIPMENT PROVIDED WITH THE SERVICES, REGARDLESS OF THE CAUSE, INCLUDING, WITHOUT LIMITATION, GOVERNMENTAL ACTIONS OR REGULATIONS OR ACTIONS OF OTHER THIRD PARTIES.** This limitation of liability provision survives the expiration or termination of the Agreement and SOW.

14.2 **FINANCIAL ASSIGNEE LIABILITY.** IN THE EVENT MOTOROLA ASSIGNS ALL OR A PORTION OF THIS AGREEMENT FOR FINANCING PURPOSES, CUSTOMER AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH MOTOROLA AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE FINANCIAL ASSIGNEE. THE FINANCIAL ASSIGNEE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE EQUIPMENT PROVIDED WITH THE SERVICES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY CUSTOMER OR ANY THIRD PARTY.

15. MISCELLANEOUS.

15.1 **Authority.** Both Parties have full authority to enter into this Agreement, to carry out their respective obligations under this Agreement, and to grant the rights and licenses that it purports to grant to the other Party in this Agreement. There are no outstanding obligations of either Party, whether written, oral or implied, that are inconsistent with this Agreement. Further, Customer represents that it is a state or a duly constituted political subdivision or agency of the state in which the Services will be provided and is authorized under the constitution and laws of such state to enter into the Agreement and perform all of its obligations thereunder. The Resolution and the Opinion of Counsel evidencing Customer's authority to enter into this Agreement is set forth in Exhibits E, F and G. This Agreement is binding upon, and will inure to the benefit of, the Parties and their permitted assigns.

15.1.1 **Additional Customer Certification.** Customer represents, covenants, and warrants that: (i) the officer of Customer executing the Agreement has been so authorized by resolution or other appropriate official approval; (ii) the Agreement has been duly authorized, executed, and delivered by Customer and is a legal, valid, and binding contract of Customer enforceable against Customer in accordance with its terms; (iii) Customer has complied with all public bidding and other state laws applicable to the Agreement; (iv) there is no litigation, action, suit, or proceeding pending or threatened or before any court, administrative agency, arbitrator, or governmental body, that challenges the organization or existence of Customer; the authority of Customer or its officers or employees to enter the Agreement; the proper authorization, approval or execution of the Agreement; the appropriation of moneys, or any other action taken by Customer to provide moneys to make payments under the Agreement for the current fiscal year of Customer; or the ability of Customer otherwise to perform its obligations under the Agreement; and (v) Customer's present senior management and current administration is unaware of any situation in which the Customer terminated a contract early for failure to appropriate funds for a subsequent year or years.

15.2 **Compliance with Laws.** Motorola shall perform Services under this Agreement in a manner that complies with Applicable Laws as they pertain to the Services under this Agreement. Customer will comply with all Applicable Laws in operation of its business and in use of the Services and Deliverables.

15.3 **Conflict of Interest.** Neither Party is under any obligation or restriction that would conflict with its obligations under this Agreement or applicable SOW.

15.4 **Assignment.**

15.4.1 Except as provided below, neither party may assign this Agreement, or assign any rights or duties under this Agreement, without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Any prohibited assignment is void. Notwithstanding, Motorola may assign to a Financial Assignee (as defined below) in whole or in part its rights, title and interest, including without limitation its rights to receive payments, in and to this Agreement, the Equipment and any documents executed with respect to this Agreement. Motorola may grant or assign a security interest in this Agreement and the Equipment, in whole or in part. Any such Financial Assignees shall have all of the rights of Motorola under this Agreement.

15.4.2 Financial Assignee. Customer covenants and agrees not to assert against the Financial Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Customer may have against Motorola. No assignment or reassignment of any of Motorola's right, title or interest in this Agreement or the Equipment shall be effective unless and until Customer shall have received a notice of assignment, disclosing the name and address of each such Assignee; provided, however, that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Agreement ("Financial Assignee"), it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Customer until Customer shall have been advised that such agency agreement is no longer in effect. After notice of such assignment, Customer shall name the Assignee as additional insured and loss payee in any insurance policies in force. Any Financial Assignee of Motorola may reassign this Agreement and its interest in the Equipment and the ARC payments to any other person who, thereupon, shall be deemed to be Motorola's Assignee hereunder.

15.5 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of North Carolina.

15.6 **Negotiation.** Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

15.7 **Mediation.** The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). The Senior Resident Superior Court Judge in Cabarrus County will provide three names of potential mediators. The Parties will agree on one of the three mediators suggested. Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

15.8 **Litigation, Venue and Jurisdiction.** If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the Services are performed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

15.9 **Confidentiality.** All communications pursuant to subsection 17 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

15.10 **Export Requirements.** Customer acknowledges that Customer may have an obligation (independent of this Agreement), to comply with export laws of the United States in connection with its use of the Services. Customer agrees to comply with all applicable export laws and regulations of the United States of America or such other country of origin. Violation of this provision shall constitute just cause for immediate termination of this Agreement by Motorola without liability to Customer. Motorola will cooperate with Customer in obtaining any regulatory approvals, permits, or licenses that are necessary to enable Customer to exercise its rights herein, at Customer's expense. If, at the time or times of Motorola's performance hereunder, a validated export license or other export authorization is required for Motorola, or its subcontractor, to lawfully export the goods, source code or technical data from the United States of America or such other country of origin, then the issuance of such license or authorization to Motorola, or its subcontractor in accordance with the rules and regulations of the applicable country(ies), shall constitute a condition precedent to Motorola's performance of its obligations hereunder.

15.11 **Notices.** All notices given by one Party to the other under this Agreement must be delivered by: (a) hand delivery, (b) certified mail, return receipt requested, (c) nationally recognized overnight courier service, or (d) facsimile, to the other Party's respective address given below:

If to Customer:

Address:

1. Cabarrus County Manager
PO Box 707 Concord, NC 28026 AND
2. Cabarrus Sheriff Communications Director
PO Box 525 Concord, NC 28026

If to Motorola: Motorola Solutions, Inc.: 1303 East Algonquin Rd Schaumburg, IL 60196

Attn:

Facsimile: (847)576-0721

With copy to: Legal Department

All notices will be effective: (i) upon actual receipt; (ii) three (3) business days after being sent by certified mail; (iii) the next business day after being sent by a nationally recognized courier; or (iv) on the same business day on which it is sent by facsimile (or on the next business day, if transmission is completed after 5 p.m., recipient's time). Facsimile notice must be promptly followed by notice given under clause (a), (b) or (c) above. A Party may change its contact and notice information by giving the other Party proper notice of the change in accordance with this but such change shall be effective only when it is actually received.

15.12 **Severability**. If any provision of this Agreement is determined to be unenforceable, the remainder of such provision and the rest of the Agreement will continue in full force, to the extent they are enforceable.

15.13 **Subcontractors**. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement. Motorola shall at all times be responsible to Customer for the performance of all of the obligations contained in this Agreement, a SOW and Appendices. In the event any additional or different subcontractors are requested by Customer, such request must be submitted in writing to Motorola who will not unreasonably refuse such request. Any resultant change may result in a modification to the contract price and/or schedule and will be reflected in an Amendment pursuant to Change Order Procedure.

15.14 **Publicity**. The parties will not publicize the existence of this Agreement (whether in a press release or other disseminating medium), nor disclose to any third party the Services or Deliverables, without the other Party's prior written consent (e.g., in advertising, customer lists, or sales/marketing materials). Notwithstanding, disclosure required to comply with the North Carolina Public Records Act shall not be considered a violation of this provision.

15.15 **Force Majeure**. Force Majeure means an event, circumstance, or act of a third party that is beyond a Party's reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots). Motorola will not be liable for its non-performance or delayed performance if caused by a Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Service schedule for a time period that is reasonable under the circumstances. Force Majeure shall not relieve Customer of its payment obligations.

15.16 **No Waiver; Cumulative Remedies**. A Party's waiver of any right under this Agreement is effective only if in writing. A Party's specific waiver will not constitute a waiver by that party of any earlier, concurrent or later breach or default. Unless expressly otherwise provided in this Agreement, no remedy set forth in this Agreement is intended to be, nor shall be, exclusive of, or mutually exclusive with regard to, any other remedy or right available at law or in equity, and remedies and rights may be enforced concurrently or individually, and from time to time, as so available.

15.17 **Interpretation**. In this Agreement (including in any SOW): (a) section headings are for reference only and do not affect the interpretation of this Agreement, (b) defined or capitalized terms include the plural as well as the singular, and (c) "include" and its derivatives ("including," "e.g." and others) mean "include, but are not limited to."

15.18 **Third Party Beneficiaries.** This Agreement is entered into solely for the benefit of Motorola and Customer. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software provided by Motorola will be a direct and intended third party beneficiary of this Agreement.

15.19 **Survival.** Any terms of this Agreement that would, by their nature, survive the termination or expiration of this Agreement shall so survive, including **Section 7** (Proprietary Rights), **Section 8** (Compensation), **Section 9** (Term and Termination), **Section 10** (Transition Services), **Section 12** (Personnel), **Section 12** (Confidentiality), **Section 13** (Indemnification), **Section 14** (Limitation of Liability), and **Section 15** (Miscellaneous).

15.20 **Entire Agreement.** This Agreement constitutes the complete, final and exclusive statement of the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions of the parties. A Party is not bound by any modification or rescission of this Agreement that it has not agreed to in a writing signed by such Party.

15.21 **Signatures; Counterparts.** This Agreement (and any SOW hereto and any Acceptance Certificate if it is to be signed by both Parties as provided in the SOW), may be executed in counterparts, which together constitute one and the same agreement. A facsimile copy or computer image, such as a PDF or tiff image, or a signature shall be treated as and shall have the same effect as an original signature. In addition, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

IN WITNESS WHEREOF, Motorola and Customer have caused this Agreement to be executed, as of the Effective Date, by persons duly authorized.

<p>Customer:</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>Motorola:</p> <p>Motorola Solutions, Inc.</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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EXHIBIT A
STATEMENT OF WORK

EXHIBIT BA

SOFTWARE LICENSE AGREEMENT

This Software License Agreement ("SLA Agreement") is between Motorola Solutions, Inc., ("Motorola"), and _____ ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party Motorola. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the Software and Documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the

Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; provided that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4. When using Motorola's Radio Service Software ("RSS"), Licensee must purchase a separate license for each location at which Licensee uses RSS. Licensee's use of RSS at a licensed location does not entitle Licensee to use or access RSS remotely. Licensee may make one copy of RSS for each licensed location. Licensee shall provide Motorola with a list of all locations at which Licensee uses or intends to use RSS upon Motorola's request.

4.5. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party (“Auditor”) may inspect Licensee’s premises, books and records, upon reasonable prior notice to Licensee, during Licensee’s normal business hours and subject to Licensee’s facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee’s compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its Motorolas retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola’s processes or provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. The commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola’s shipment of the Software (the “Warranty Period”). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee’s use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee’s particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software.

6.2 Motorola’s sole obligation to Licensee and Licensee’s exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola’s option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee’s paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than RSS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; provided that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola. 8.2

Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 UNITED STATES GOVERNMENT LICENSING PROVISIONS

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under Motorola's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the

restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3. **ASSIGNMENTS AND SUBCONTRACTING.** Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or Motorola of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. SURVIVAL. Sections 4, 5, 6.3, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8 SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

EXHIBIT C

SERVICE CHARGES AND TERMINATION FEES

EXHIBIT D

STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS

To further understand the essential governmental use intended for the Equipment together with an understanding of the sources from which payments will be made, **please address the following questions** by completing this form or by sending a separate letter:

- 1.** What is the specific use of the Equipment?

- 2.** Why is the Equipment essential to the operation of **Cabarrus County Sheriff's Office**?

- 3.** Does the Equipment replace existing Equipment?

If so, why is the replacement being made?

- 4.** Is there a specific cost justification for the new Equipment?

If yes, please attach outline of justification.

- 5.** What is the expected source of funds for the payments due under the Device Management Agreement for _____ the current fiscal year and future fiscal years?

General Fund

- Have dollars already been appropriated for the ARC's? Yes -or- No

- If yes, for what fiscal year(s) have appropriations been made?

Combination of Federal Grant funding supplemented by General Revenues

- What fiscal year(s) is expected to be funded via federal grants:

- What fiscal year(s) is expected to be funded via general revenues:

- Have these general revenues already been appropriated for the ARC's? Yes -or- No

Other (please describe):

Customer:

By:

Title:

Date:

**EXHIBIT E
RESOLUTION
(OR PLEASE SUBMIT YOUR OWN VERSION OF THE RESOLUTION
AUTHORIZING THE DEVICE MANAGEMENT AGREEMENT (the "AGREEMENT"))**

At a duly called meeting of the Governing Body of the Customer held on _____, 20__ the following resolution was introduced and adopted.
BE IT RESOLVED by the Governing Board of _____ as follows:

1. **Determination of Need.** The Governing Body of _____ has determined that a true and very real need exists for the use of the Equipment or other personal property described in the Agreement dated _____, 200__, between _____ and Motorola Solutions, Inc.

2. **Approval and Authorization.** The Governing body of _____ has determined that the Agreement, substantially in the form presented to this meeting, is in its best interests for the use of such Equipment or other personal property, and the Governing Board hereby approves the entering into of the Agreement and hereby designates and authorizes the following person(s) to execute and deliver the Agreement on its behalf with such changes thereto as such person deems appropriate, and any related documents necessary to the consummation of the transactions contemplated by the Agreement.

Authorized

Individual(s): _____

Printed or typed name(s) and title(s) of Individual(s) authorized to execute the Agreement.

3. **Adoption of Resolution.** The signatures below from the designated individuals for the Governing Body of _____ evidence the adoption by the Governing Body of this Resolution.

Signature: _____

Attested By: _____

Name and Title : _____

Name and Title: _____

EXHIBIT F

CERTIFICATE OF INCUMBENCY

I, _____ do hereby certify that I am the duly

(Signature of Secretary/Clerk)

elected or appointed and acting Secretary or Clerk of the _____, an entity duly organized and existing under the laws of the **State of** _____ that I have custody of the records of such entity, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of such entity holding offices set forth opposite of their respective names. I further certify that (i) the signatures set opposite their respective names and titles are their true and authentic signatures and (ii) such officers have the authority on behalf of such entity to enter into that certain Device Management Agreement number _____ dated _____ between _____ and Motorola Solutions, Inc.

Name	Title	Signature
_____	_____	_____

(Individual who signed Agreement documents should be listed here and sign where applicable)

IN WITNESS WHEREOF, I have executed this certificate and affixed the seal of **ABCDE**, hereto this _____ day of

_____, 20__.

By: _____

(Signature of Secretary/Clerk)

SEAL

EXHIBIT G

OPINION OF COUNSEL

With respect to the Device Management Agreement dated _____ by and between Motorola Solutions, Inc. and _____ (“Customer”), I am of the opinion that: (i) Customer is a state or a fully constituted political subdivision or agency of the State in which the Equipment is located; (ii) the execution, delivery and performance by the Customer of the Agreement have been duly authorized by all necessary action on the part of the Customer, (III) the Agreement constitutes a legal, valid and binding obligation of the Customer enforceable in accordance with its terms; and (iv) Customer has sufficient monies available to make all payments required to be paid under the Agreement during the current fiscal year of the Agreement, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law.

Attorney for Customer

Printed Name

Date

