

MEMBERS

Counties

Alamance
Caswell
Davidson
Davie
Forsyth
Guilford
Montgomery
Randolph
Rockingham
Stokes
Surry
Yadkin

Municipalities

Archdale
Asheboro
Bermuda Run
Bethania
Biscoe
Boonville
Burlington
Candor
Clemmons
Cooleemee
Danbury
Denton
Dobson
East Bend
Eden
Elkin
Elon
Franklinville
Gibsonville
Graham
Green Level
Greensboro
Haw River
High Point
Jamestown
Jonesville
Kernersville
King
Lewisville
Lexington
Liberty
Madison
Mayodan
Mebane
Midway
Mocksville
Mount Airy
Mt. Gilead
Oak Ridge
Pilot Mountain
Pleasant Garden
Ramseur
Randleman
Reidsville
Rural Hall
Seagrove
Sedalia
Stokesdale
Stoneville
Summerfield
Thomasville
Tobaccoville
Trinity
Troy
Village of Alamance
Walkertown
Wallburg
Walnut Cove
Wentworth
Winston-Salem
Yadkinville
Yanceyville



Piedmont Triad Regional Council Executive Committee Agenda

Wednesday, February 7, 2018

12:00 noon

PTRC Headquarters

1398 Carrollton Crossing Drive

Kernersville, NC 27284

Item

Lunch

Please note the 11:45 a.m. lunch start time and join us as you are able. RSVP to Katie Mitchell at (336)904-0345 or by email at kmitchell@ptrc.org.

A. Call to Order, Welcome, Moment of Silence, and Pledge of Allegiance

B. Presentation: Piedmont Triad Workforce Development 2018 Summit

C. Action Items

- 1) Request for approval of December 6, 2017 PTRC Executive Committee Minutes (attachment)
- 2) Request for approval of the budget revision
- 3) Request for authorization to apply for NC Clean Water Management Trust Fund grant totaling up to \$60,000.
- 4) Request for approval to enter into contract with the City of Mebane for \$985 to complete a planning board training
- 5) Request for approval of the PTRDC Board Members

Official

Katie Mitchell
Clerk to the Board

Steve Yokeley
Chair

Wendy Walker-Fox
WFD Director

Steve Yokeley
Chair

Robin Shelton
Finance Director

Cameron Colvin
Regional Planner

Jesse Day
Planning Director

Jesse Day
Planning Director

- 6) **Request for approval utilize \$273,190.33 of Department of Commerce funds and enter into a fabrication agreement with SPEVCO for redesign and repair of the Mobile Career Unit**

Wendy Walker-Fox
WFD Director

D Executive Director's Report

Matthew Dolge
Executive Director

E. Old Business

Steve Yokeley
Chair

F. New Business

Steve Yokeley
Chair

G. Around the Region

At this time, Board members are asked to discuss any upcoming events or informational items that pertain to their local government or region.

Steve Yokeley
Chair

H. Chairman's Remarks and Announcements

Steve Yokeley
Chair

- 1) **PTRC Executive Committee Meeting**
Wednesday, March 7th, 2018 11:45 a.m.
Piedmont Triad Regional Council
1398 Carrollton Crossing Drive
Kernersville, NC 27284
- 2) **PTRC Board of Delegates Meeting**
Wednesday, April 18, 2018 12:00
Piedmont Triad Regional Council
1398 Carrollton Crossing Drive
Kernersville, NC 27284
- 3) **2018 PTRC Meeting Dates** *(attached)*

- I. **Informational Item**
 - a. **DWS Audit Letter**

ACTION ITEM 2

M-E-M-O-R-A-N-D-U-M

TO: PTRC Board of Delegates
FROM: Robin C. Shelton, Finance Director
DATE: February 7, 2018
RE: Request for Approval of Second Budget Revision for FY 2017-2018

The Finance Department requests approval of a revision to the 2017-2018 budget of the Piedmont Triad Regional Council. This revision shows a decrease, from the first revision of \$530,463. The following pages include the revised Budget Ordinance and a summary of the changes by area.

It is recommended that the board adopt this budget revision to recognize this decrease in the 2017-2018 budget.

ACTION ITEM 2 CONTINUED

BUDGET ORDINANCE 2017 - 2018						
SECOND REVISION 2/18						
Be it ordained by the Piedmont Triad Regional Council (PTRC):						
Section 1. The following amounts are hereby appropriated in the General Fund for the operation of PTRC and its activities for the fiscal year beginning July 1, 2017 and ending June 30, 2018 in accordance with the Chart of Accounts heretofore established for PTRC:						
	General/ Council					\$ 139,062
	TOTAL GENERAL FUND APPROPRIATION					\$ 139,062
Section 2. It is estimated that the following revenues will be available in the General Fund for the fiscal year beginning July 1, 2017 and ending June 30, 2018:						
	Fund Balance					\$ -
	COG Dues					134,062
	Interest					5,000
	TOTAL GENERAL FUND ESTIMATED REVENUES					\$ 139,062
Section 3. The following amounts are hereby appropriated in the Special Revenue Fund - Grant Project Fund for the operation of PTRC and its activities for the fiscal year beginning July 1, 2017 and ending June 30, 2018 in accordance with the Chart of Accounts heretofore established for PTRC:						
	Administration					\$ 364,091
	Crime Control and Public Safety					1,060,378
	Environmental Protection					60,737
	Health and Human Services (Aging)					12,539,109
	Housing					6,329,927
	Planning					193,652
	Transportation					277,078
	Workforce Development					5,304,519
	Weatherization					2,771,036
	TOTAL GRANT PROJECT APPROPRIATION					\$ 28,900,527

ACTION ITEM 2 CONTINUED

Section 4. It is estimated that the following revenues will be available in the Special Projects Fund - Grant Project Fund for the fiscal year beginning July 1, 2017 and ending June 30, 2018:						
	Federal Grants					21,660,569
	State Grants					6,652,268
	Appropriated Fund Balance					-
	Dues					541,888
	Interest					-
	Local Projects & Fees					45,802
	TOTAL GRANT PROJECT ESTIMATED REVENUES					28,900,527
Section 5. The following amounts are hereby appropriated in the Special Revenue Fund- Local Projects Fund for the operation of PTRC and its activities for the fiscal year beginning July 1, 2017 and ending June 30, 2018 in accordance with the Chart of Accounts heretofore established for PTRC:						
	Administrative Services					788,758
	Crime Control and Public Safety					551,556
	Environmental Protection					136,600
	Health and Human Services (Aging)					89,000
	Housing					-
	Misc. Local Projects					658,645
	Planning					448,775
	Workforce Development					295,405
	Weatherization					1,228,318
	TOTAL LOCAL PROJECTS APPROPRIATION					4,197,057
Section 6. It is estimated that the following revenues will be available in the Special Revenue Fund - Local Projects Fund for the fiscal year beginning July 1, 2017 and ending June 30, 2018:						
	APPROPRIATED FUND BALANCE					-
	COG DUES and INTEREST					89,000
	LOCAL PROJECT FUND FEES					4,108,057
	TOTAL LOCAL PROJECT ESTIMATED REVENUES					4,197,057
	TOTAL APPROPRIATIONS					33,236,646
Section 7: The Executive Director is hereby authorized to transfer appropriations as contained herein under the following conditions:						
	a. He may transfer amounts between line item expenditures within a grant without limitation and without a report being required.					

ACTION ITEM 2 CONTINUED

PIEDMONT TRIAD REGIONAL COUNCIL					
BUDGET BY AREA					
7/1/17 to 6/30/18					
SECOND REVISION 2/18					
	Fund		Fund		% of Total
	001		002 & 003	Total	Budget
Administration	364,091			364,091	1.1%
Administrative Services			788,758	788,758	2.4%
Crime Control and Public Safety	1,060,378		551,556	1,611,934	4.8%
Environmental Protection	60,737		136,600	197,337	0.6%
General Fund / Dues			139,062	139,062	0.4%
Health and Human Services (Aging)	12,539,109		89,000	12,628,109	38.0%
Housing	6,329,927		-	6,329,927	19.0%
Misc. Local Projects			658,645	658,645	2.0%
Planning	193,652		448,775	642,427	1.9%
Transportation	277,078			277,078	0.8%
Workforce Development	5,304,519		295,405	5,599,924	16.8%
Weatherization	2,771,036		1,228,318	3,999,354	12.0%
Totals	28,900,527		4,336,119	33,236,646	
	28,900,527		4,336,119	33,236,646	

PIEDMONT TRIAD REGIONAL COUNCIL					
BUDGET CHANGES BY AREA					
7/1/17 to 6/30/18					
SECOND REVISION 2/18					
	Fund	Fund	Total after	Total after	Difference
	001	002 & 003	2nd Budget	1st Revision	between 1st Revision
			Revision	Budget	and 2nd Revision
			Total		
Administration	364,091		364,091	364,091	-
Administrative Services		788,758	788,758	506,039	282,719
Crime Control and Public Safety	1,060,378	551,556	1,611,934	1,490,568	121,366
Environmental Protection	60,737	136,600	197,337	193,071	4,266
General Fund / Dues		139,062	139,062	139,062	-
Health and Human Services (Aging)	12,539,109	89,000	12,628,109	12,557,972	70,137
Housing	6,329,927	-	6,329,927	7,449,730	(1,119,803)
Misc. Local Projects		658,645	658,645	651,455	7,190
Planning	193,652	448,775	642,427	538,765	103,662
Transportation	277,078		277,078	277,078	-
Workforce Development	5,304,519	295,405	5,599,924	5,599,924	-
Weatherization	2,771,036	1,228,318	3,999,354	3,999,354	-
Totals	28,900,527	4,336,119	33,236,646	33,767,109	(530,463)
	28,900,527	4,336,119	33,236,646	33,767,109	(530,463)
	-	-	-	-	-

ACTION ITEM 2 CONTINUED

PIEDMONT TRIAD REGIONAL COUNCIL	
TOTAL BUDGET (FUNDS 001, 002 & 003)	
7/1/17 to 6/30/18	
Second Revision 2/18	
EXPENDITURES	
Salaries	3,490,253
Part Time Salaries - No Benefits	174,539
Fringe Benefits (41.5%)	1,448,458
Insurance & Bonds	2,878
Professional/Legal/Accounting Services	1,234,062
Consultants (sub & youth contractors)	2,084,317
Advertising	68,765
Printing & Binding	3,320
Computer Services & Licensing	160,779
Building Rent	0
Equipment Rent	20,067
Utilities	47,000
Trash Disposal/Recycling	24,000
Telephone & Internet	34,576
Postage	577
Publications & Newspapers	1,567
Dues & Memberships	12,869
Supplies	101,918
Special Materials	237,724
Capital Equipment	33,441
Repair & Maintenance	82,588
Travel/Conferences/Training (including participants)	845,175
Outreach and Promotion	25
SubReciepents	13,803,441
Fringe Benefits Part-Time (7.65%)	13,355
Occupancy Costs	160,229
Notes Payable & Interest exp	345,264
Indirect Cost (36.5%)	1,664,816
Participant Development	734,651
Program Support Allocation	425,087
Housing Asst Payments	3,302,104
Weatherization Services	2,678,801
	33,236,646
REVENUES	
Federal	21,660,569
State	6,652,268
Appropriated Fund Balance	0
Dues and Interest	769,950
Local Project Fees and Local Grants	4,153,859
TOTAL REVENUES:	33,236,646
Difference	0

ACTION ITEM 3

M-E-M-O-R-A-N-D-U-M

TO: Executive Committee, Piedmont Triad Regional Council
FROM: Cameron Colvin, Regional Planner I
DATE: February 7, 2018
RE: Authorization to apply for NC Clean Water Management Trust Fund Planning Grant to support a Guilford County stream restoration feasibility study

The PTRC Planning Department is seeking approval to apply for a Clean Water Management Trust Fund (CWMTF) Planning Grant to support a stream restoration feasibility study in partnership with Guilford County. The PTRC Planning Department has utilized NC Clean Water Management Trust Fund (CWMTF) grants as a critical component of its annual budgets to support local, regional, and superregional water quality planning, restoration, and outreach work. CWMTF grant proposals for this upcoming year must be received by February 5th, 2018. The proposed project would analyze approximately 600 feet of stream at a Guilford County park in southwest High Point, in order to stabilize stream conditions and prevent further erosion. The proposed scope of work is valued at up to a total of \$60,000, and will involve an existing conditions survey, abbreviated watershed assessment, and final engineered designs and permitting so that the project is shovel ready following the study.

CWMTF grants do not require any cost share for the agreement, however, in-kind match of 40-50% of requested funding will be provided by project partners to increase grant competitiveness. Guilford County Parks and Stormwater Management staffs will provide valuable feedback over the course of plan development, as well as assist with community outreach to increase public awareness about the project and its water quality benefits.

ACTION REQUESTED:

The PTRC Planning Department requests authorization to apply for a planning grant from the NC Clean Water Management Trust Fund totaling up to \$60,000.

ACTION ITEM 4

M-E-M-O-R-A-N-D-U-M

TO: Executive Committee, Piedmont Triad Regional Council
FROM: Jesse B. Day, Regional Planning Director
DATE: February 7, 2018
RE: Mebane Planning Board Training

The Planning Department requests to enter into contract for planning services with the City of Mebane for a Planning Board Training. The training will review planning board authorities, current issues facing land development in the City and strategies for updating the Unified Development Ordinance. The training will occur on February 8 and includes follow up time with staff and board members to review and understand training content.

ACTION REQUESTED:

Request for approval to enter into contract with the City of Mebane for \$985 to complete a planning board training.

NOTE: The Piedmont Triad Regional Council will host a training on April 10, 2018 at PTRC from 1-4:30pm for planning boards and elected officials to review the legislative decision making process around zoning text and district amendments. Please let me know if you or your staff need further information. The training and registration will be conducted by the UNC School of Government.

ACTION ITEM 5

M-E-M-O-R-A-N-D-U-M

TO: PTRC Board of Delegates
FROM: Jesse Day, Regional Planning Director
DATE: February 7, 2018
RE: PTRDC Board Member Reappointments

County Representatives

As it states in the PTRDC bylaws "*Twelve shall be appointed by their respective boards of county commissioners. Each county board of commissioners shall assure that municipal as well as county representatives, either elected or staff, are considered for appointment to represent that county.*" The below officials have been appointed by their respective boards.

County	Delegate	Title	Term Ending
Alamance	Amy Galey	Chair	December 2020
Guilford	Hank Henning	Commissioner	December 2020

In addition, the following delegates have been reappointed Don Martin, Forsyth County; Jim Matheny, Montgomery County; and Darrell Frye, Randolph County. Their terms will expire in December of 2020.

At-Large Representatives

We currently had an opening in Randolph County due to Mr. Phil Kemp not being up for reelection this year. Chairman David Allen of the Randolph County Commissioners was appointed by his respective board in February of 2017.

Location	Delegate	Title	New Term Ending
City of High Point			
Town of Walnut Cove			

Private Sector & Non Profit

We have one vacancy in our Private Sector and Non-Profit Sector seats.

Location	Delegate	New Term Ending
First National Bank	J. Douglas Brewer	December 2020
Syngenta	Jeffrey Frederick	December 2020
Davidson Co. Tourism Recreation Investment Partnership	Chris Phelps	January 2021

ACTION REQUESTED:

Request approval for the PTRDC Board Members to be appointed for the term of 3 years.

ACTION ITEM 6

M-E-M-O-R-A-N-D-U-M

TO: Executive Committee or Board of Delegates, Piedmont Triad Regional Council
FROM: Wendy Walker, Workforce Development Director
DATE: February 7, 2018
RE: Approval for repair and redesign work on the Mobile Career Unit.

Piedmont Triad Regional Council's Workforce Development Department requests approval to enter into a fabrication agreement with Special Vehicles Company (SPEVCO) to design and manufacture a mobile unit according to the attached scope of work.

Redesign of the unit would allow more flexibility and greater usage. The current configuration of the mobile unit limits the types of services that can be provided. For example, the current unit has fixed, built-in computer stations. The new design features collapsible computer stations, which creates additional space for a mobile classroom or a general meeting space. If the existing unit is not redesigned, the hardship currently being experienced by organizations and individuals in need of the technology and services will continue and Northwest Piedmont will continue to incur high maintenance and repair costs.

North Carolina Department of Commerce has agreed to provide financial support in the amount of \$273,190.33 in support of this project.

ACTION REQUESTED:

Request approval to utilize \$273,190.33 of Department of Commerce funds and enter into a fabrication agreement with SPEVCO for redesign and repair of the Mobile Career Unit.

Fabrication Agreement

This agreement is entered into on Jan 15, 2018 between Piedmont Triad Regional Council located at 1398 Carrollton Crossing Dr, Kernersville, NC 27284 (herein referred to as "Client") and SPEVCO, Inc. located at 8118 Reynolda Road, Pfafftown, NC (herein referred to as "SPEVCO"). In consideration of the mutual terms and conditions herein, the parties agree SPEVCO shall design and manufacture a specialty exhibit vehicle, as follows:

Section 1 - Scope of Work

Description	Price
Engineering Design, Development, and Documentation	\$9,236
Demo & Structural	\$56,791
<ul style="list-style-type: none"> • Remove Interior finishes, furniture, and lighting (\$8,742) • Reconfigure rear for ADA entry with glass door (\$27,077) • Install new rear slide outs with bench seating (\$20,972) 	
Systems	\$67,587
<ul style="list-style-type: none"> • Engine Repair Budget (\$15,000) • Remove & Replace hydraulic leveling system (\$9,227) • Remove & replace existing Slides (\$21,507) • Provide & install two (2) 42" LCD monitors as shown (\$4,785) • Update electrical to support new equipment - 3 HVAC units, lift gate, rear slides, LED lighting (\$17,068) 	
Exterior Work	\$30,361
<ul style="list-style-type: none"> • Seal roof, remove graphics, repaint exterior (\$28,777) • Spot Graphics included (design & placement TBD) • Replace side mirrors (\$1,584) 	
Interior Work	\$57,941
<ul style="list-style-type: none"> • New interior finishes (walls, floor, ceilings) • New interior cabinets with fold down work stations as shown • Two divider walls behind passenger seat with pocket doors • Work stations (drivers and passenger side, fold down) • Replace Driver's seat (air-ride style) 	
Contingency	\$22,000
Budget to correct reliability issues discovered during demo or diagnostic phases	
Single-year Maintenance Agreement	\$12,000
Labor & Material for maintenance and minor repairs as needed to ensure reliable operations, up to \$12,000.	
Subtotal	\$255,916
Estimated NC Sales Tax - 6.75%	\$17,274.33
Total	\$273,190.33

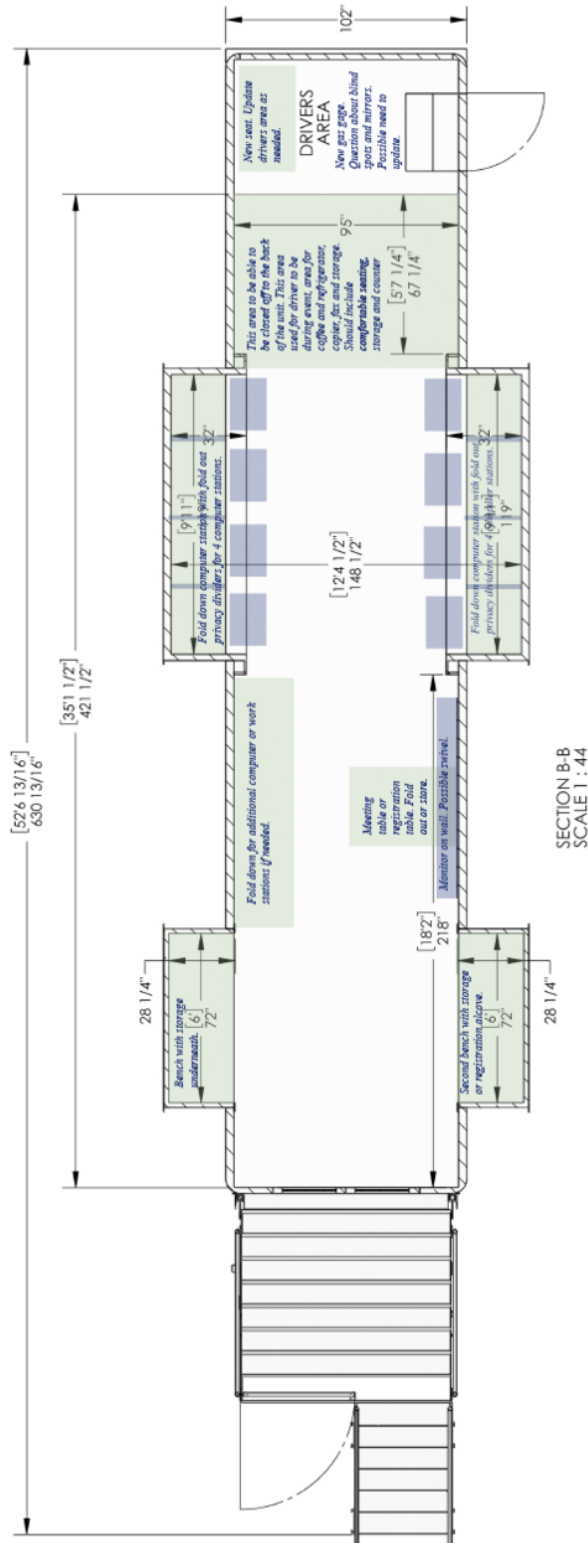
special vehicles company

Section 2 - Fee and Payment

Description	Price
Fabrication Deposit Complete design work, order materials, begin demo and fabrication	\$110,000
Fabrication Completion Payment Prior to platform delivery, final payment must be received by SPEVCO.	\$141,190.33
12-month periodic maintenance starts upon receipt	
Contingency As required	\$22,000
Total	\$273,190.33

Note: Final payment and tag / title documentation must be received prior to vehicle release.

Section 3 - Drawing



SECTION B-B
SCALE 1 : 44

Next Steps

1. Please read the contract on the previous page to make sure you understand all the details involved with us working together. It's really important to us that everything is transparent and understood from the beginning so that we lay a solid foundation for a great working relationship.
2. If you have any questions at all, please let us know. We're happy to clarify any points and there may be some items that we can sort out together. We're committed to finding the best way to work together.
3. Once you feel confident about everything and are ready to move forward, please click the 'sign here' button below.
4. Sign in the box that pops up to make the acceptance official.
5. Once we receive notification of your acceptance, we'll contact you shortly to sort out next steps and get the project rolling.
6. We'll email you a separate copy of the signed agreement for your records.
7. If you'd like to speak to us by phone, don't hesitate to call.

Travis LeFever, Dir of Sales

Matthew Dolge
Piedmont Triad Regional Council

special vehicles company

Section 4 - Standard Terms and Conditions

General

The Agreement shall be in effect from the date of signing until the work is complete, notwithstanding enduring provisions. Fees and payment of those fees shall be as listed in attached Section 2 of the Agreement and incorporated by reference. **All fee payments are due upon receipt.** Late payments are cause for suspension of the program. Section 2 of the Agreement acts as notice of the payments due dates per this agreement.

Confidential Relationship

- Parties agree to maintain the confidentiality of non-public information during the term of this agreement or until such information becomes public knowledge through no action of SPEVCO or until client advises SPEVCO there is no further need.
- Parties agree to not disclose, use, reproduce or otherwise disseminate any confidential information for 18 months after the termination of this agreement.
- Parties agree to use best efforts and take reasonable precautions to prevent the unauthorized dissemination of confidential information.
- Parties agree to limit internal disclosure and use of confidential information to employees and agents with a need to know while fulfilling any obligations under the terms of this agreement.
- Parties agree to not to use confidential information for their benefit or the benefit of another entity.
- Parties agree to require employees or agents to abide by terms of this agreement regarding confidential information.
- Parties agree to return to the other party all Confidential information, including, but not limited to all documentation, writings, disks, or other media referring to or about it at the conclusion of the term of this agreement or upon written request of either party at any time.
- All confidential information remains the property of the originating entity or third party entity initially owning the proprietary right to it and no license or other rights in such confidential information is granted to either SPEVCO or Client or any third party.

Non-Solicitation of Personnel

During the term of this Agreement and for six (6) months after the termination of this agreement, neither SPEVCO or Client on their behalf or behalf of others may solicit, persuade, entice, or employ any full-time, part-time or independent contractor managerial, executive, sales, operational, customer service personnel. This provision shall not apply to any person who is involuntarily terminated.

Intellectual Property Rights

SPEVCO hereby assigns to Client all right, title and interest in and to any and all intellectual property rights, including copyright protections, in the designs, artwork, music, written work, computer programs, electronic storage media, video or audio tapes or other materials produced pursuant to this Agreement or pursuant to the agreement by SPEVCO to supply the Display for the Client, all of which shall be considered works for hire, provided that any such materials previously developed by SPEVCO other than specifically pursuant to this agreement which is of a generic nature and suitable for use in connection with projects for other clients, shall be and remain the sole property of SPEVCO.

Compliance

SPEVCO, in the performance of its job assignment under this Agreement, shall comply with all applicable municipal, county, state and federal laws and regulations bearing on the performance or obligations hereunder. SPEVCO further agrees to require it agents, employees, contractors to be bound by the terms of this Agreement.

Force Majeure

Neither party shall be liable or bear any responsibility for failure or inability to perform its obligations hereunder due to any contingency or cause beyond its reasonable control, including, but not limited to, fires, floods, wars, accidents, labor disputes or shortages, inability to obtain materials, equipment or transportation, acts of God or any similar cause beyond the reasonable control of such party.

Indemnification

SPEVCO shall indemnify, defend and hold harmless Client, its parent and Affiliates and each of their respective officers, directors, agents, and employees from and against any and all claims, demands, actions, causes of action, fines, losses or damages whatsoever and any cost and expense related thereto, including reasonable attorney fees, arising from SPEVCO's negligence in the performance of this Agreement or otherwise resulting from SPEVCO's negligence in performing the work or services furnished to or on behalf of Client hereunder.

Client shall indemnify, defend and hold harmless SPEVCO, its parent and Affiliates and each of their respective officers, directors, agents, and employees from and against any and all claims, demands, actions, causes of action, fines, losses or damages whatsoever and any cost and expense related thereto, including reasonable attorney fees, arising from the Client's negligence arising out of the operations or maintenance of the exhibit.

Relationship of the Parties

Parties intend that the relationship under this Agreement be that of an independent contractor.

The client is interested solely in the results achieved; conduct and control of the work will lie solely with SPEVCO. Nothing contained herein shall be construed to create a partnership or joint venture, to create the relation of principal and agent or employer and employee between the parties.

Should SPEVCO contract, hire or retain any employees, independent contractors or other agents to perform the services or provide the equipment or materials under this Agreement, the parties intend and SPEVCO warrants that no relationship of principal and agent or employer and employee is created between Client and the above parties.

SPEVCO agrees that any personnel or independent contractors assigned to perform any services pursuant to this Agreement shall at all times conduct themselves in a manner that will not cause any possible harm to the reputation, goodwill or customer perception of the Client, Client's employees, services, products or trademarks, and that SPEVCO shall remove upon request of Client any personnel or independent contractor who shall fail to conduct themselves so.

No Assignment

No assignment of this Agreement, in whole or in part, shall be valid or binding on Client without prior written consent to such assignment by Client. Should Client consent to an assignment of this Agreement, SPEVCO shall remain responsible to Client for the performance of the duties and responsibilities under this Agreement.

Successors

All rights and liabilities given to, or imposed upon, the respective parties shall extend to and bind the respective heirs, executors, administrators, successors and assigns of the parties. No rights, however, shall inure to the benefit of any assigns of SPEVCO unless Client has approved the assignment to the assignee in writing as provided above.

Entire Agreement

This Agreement embodies all of the terms and conditions of the contract between the parties hereto with respect to the subject matter hereof. There are no statements, representations or warranties which are not included in this Agreement.

If any part or parts of this Agreement are declared unlawful or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall continue to remain in full force and effect.

Modifications

No modification, alteration or variation of the terms of this Agreement shall be valid unless made in writing, with reference specifically to this Agreement and executed by all of the parties.

Termination

SPEVCO or Client shall have the right to terminate this Agreement, with or without cause, by giving the other party ninety (90) days prior notice in writing of its decision to do so.

If SPEVCO terminates this agreement without cause, the fixed and variable costs shall be pro-rated as of the effective date of termination. Within ninety (90) days after that Client shall pay any further amount due or SPEVCO shall refund any unearned amount to Client as the case may be. Also, Client shall not be liable for any early termination fees and vehicle restoration costs in the event of such termination without cause by SPEVCO.

Upon termination of this agreement, all amounts due either party shall be payable. Upon termination of the Agreement, in whole or in part, SPEVCO is entitled to payment to the extent services provided by the Agreement or commitments made on behalf of Client before the date of written termination.

Additionally, Client agrees to compensate SPEVCO for partially completed services or the like provided by the Agreement on a pro-rata basis, based upon the portion of services completed, and by any reasonable estimates provided.

Upon receiving written notice of termination, SPEVCO agrees to take all reasonable measures to mitigate its fees, expenses and third party fees.

Upon written termination of this Agreement, in whole or in part, SPEVCO shall be reimbursed within ninety (90) days for reasonable expenses authorized and incurred hereunder to the extent such expenses were in anticipation of providing the services.

Damages

Neither party shall be liable to the other for incidental, consequential, indirect, exemplary, special or contingent damages including but not limited to loss of production, idling of labor, loss of profit, loss of use or loss of contracts, regardless of whether the other party has been informed or is otherwise aware, or should be aware, of the possibility of such damage or loss.

Notices, Headings, and Governing Law

Any notice or other instrument authorized or required to be given or furnished to either party under this Agreement shall be provided to the other party by the most efficient and timely means, including, but not limited to U S Post Office First Class mail, overnight delivery service, hand delivery or other acceptable means mutually agreed upon by both parties. Said communications shall be delivered to the addresses listed in this agreement

Headings are supplied for convenience only and are not to be construed as an interpretation or modification of any of the language of this Agreement.

North Carolina law shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the parties.

INFORMATIONAL ITEM



ROY COOPER
Governor

ANTHONY M. COPELAND
Secretary

NAPOLEON WALLACE
Deputy Secretary

TRANSMITTED BY EMAIL

February 1, 2018

Commissioner Ernest Lankford
Local Government
2766 NC 8 Hwy N.
Danbury, NC 27016

Dear Commissioner Lankford:

On January 30, 2018, the Division of Workforce Solutions (DWS) finalized the review of Piedmont Triad Regional Council's audit for the year ended June 30, 2017. The audit was reviewed for compliance with OMB Circular A-133 and OMB Uniform Circular.

The explanation and the supporting documentation we received for the total variances are acceptable; therefore, we consider the audit closed for funds received through our office. Although the audit is closed, please keep in mind that any program year allocation for which you continue to expend funds is not considered closed until fully audited. According to our records, the following grants are fully expended and audited:

PY2015-4010 PY2015-4020 PY2015-4030 PY2015-4040

If you have questions or need additional information, please do not hesitate to contact Jean Fecteau, Field Service Accountant, at (919) 814-0431.

Sincerely,


Beth M. Coberly, Director
Performance and Accountability

cc: Mr. Matthew Dolge, Executive Director – Piedmont Triad Regional Council
Mr. Darren Poole, Chair – Northwest Piedmont Workforce Development Board
Ms. Wendy Walker-Fox – Director – Northwest Piedmont Workforce Development Board
Mr. Robin Shelton, Finance Director – Northwest Piedmont Workforce Development Board

Meeting Dates 2018

1398 Carrollton Crossing Drive
 Kernersville, NC 27284
 12:00 noon

PTRC Executive Committee 1st Wednesday	PTRC Board of Delegates 3rd Wednesday
January - none	January - none
February 7, 2018	February 21, 2018 -cancelled
March 7, 2018	March - none
April 4, 2018	April 18, 2018
May 2, 2018	May - none
June 6, 2018	June 20, 2018
July - none	July - none
August 1, 2018	August 15, 2018
September 5, 2018	September - none
October 3, 2018	October 17, 2018
November 7, 2018	November - none
December 5, 2018	December 19, 2018